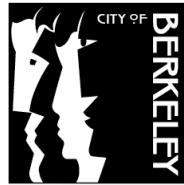


AGENDA



BERKELEY CITY COUNCIL MEETING

Tuesday, May 26, 2020

6:00 PM

JESSE ARREGUIN, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI
DISTRICT 2 – CHERYL DAVILA
DISTRICT 3 – BEN BARTLETT
DISTRICT 4 – KATE HARRISON

DISTRICT 5 – SOPHIE HAHN
DISTRICT 6 – SUSAN WENGRAF
DISTRICT 7 – RIGEL ROBINSON
DISTRICT 8 – LORI DROSTE

PUBLIC ADVISORY: THIS MEETING WILL BE CONDUCTED EXCLUSIVELY THROUGH VIDEOCONFERENCE AND TELECONFERENCE

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, this meeting of the City Council will be conducted exclusively through teleconference and Zoom videoconference. Please be advised that pursuant to the Executive Order and the Shelter-in-Place Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, there will not be a physical meeting location available.

Live audio is available on KPFB Radio 89.3. Live captioned broadcasts of Council Meetings are available on Cable B-TV (Channel 33) and via internet accessible video stream at <http://www.cityofberkeley.info/CalendarEventWebcastMain.aspx>.

To access the meeting remotely: Join from a PC, Mac, iPad, iPhone, or Android device: Please use this URL <https://us02web.zoom.us/j/84645708594>. If you do not wish for your name to appear on the screen, then use the drop down menu and click on "rename" to rename yourself to be anonymous. To request to speak, use the "raise hand" icon by rolling over the bottom of the screen.

*To join by phone: Dial **1-669-900-9128** and enter Meeting ID: **846 4570 8594**. If you wish to comment during the public comment portion of the agenda, Press *9 and wait to be recognized by the Chair.*

To submit an e-mail comment during the meeting to be read aloud during public comment, email clerk@cityofberkeley.info with the Subject Line in this format: "PUBLIC COMMENT ITEM ##." Please observe a 150 word limit. Time limits on public comments will apply. Written comments will be entered into the public record.

Please be mindful that the teleconference will be recorded as any Council meeting is recorded, and all other rules of procedure and decorum will apply for Council meetings conducted by teleconference or videoconference.

This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting. Questions regarding this matter may be addressed to Mark Numainville, City Clerk, (510) 981-6900. The City Council may take action related to any subject listed on the Agenda. Meetings will adjourn at 11:00 p.m. - any items outstanding at that time will be carried over to a date/time to be specified.

Preliminary Matters

Roll Call:

Ceremonial Matters: *In addition to those items listed on the agenda, the Mayor may add additional ceremonial matters.*

City Manager Comments: *The City Manager may make announcements or provide information to the City Council in the form of an oral report. The Council will not take action on such items but may request the City Manager place a report on a future agenda for discussion.*

Public Comment on Non-Agenda Matters: *Persons will be selected to address matters not on the Council agenda. If five or fewer persons wish to speak, each person selected will be allotted two minutes each. If more than five persons wish to speak, up to ten persons will be selected to address matters not on the Council agenda and each person selected will be allotted one minute each. The remainder of the speakers wishing to address the Council on non-agenda items will be heard at the end of the agenda.*

Consent Calendar

The Council will first determine whether to move items on the agenda for "Action" or "Information" to the "Consent Calendar", or move "Consent Calendar" items to "Action." Items that remain on the "Consent Calendar" are voted on in one motion as a group. "Information" items are not discussed or acted upon at the Council meeting unless they are moved to "Action" or "Consent".

No additional items can be moved onto the Consent Calendar once public comment has commenced. At any time during, or immediately after, public comment on Information and Consent items, any Councilmember may move any Information or Consent item to "Action." Following this, the Council will vote on the items remaining on the Consent Calendar in one motion.

For items moved to the Action Calendar from the Consent Calendar or Information Calendar, persons who spoke on the item during the Consent Calendar public comment period may speak again at the time the matter is taken up during the Action Calendar.

Public Comment on Consent Calendar and Information Items Only: *The Council will take public comment on any items that are either on the amended Consent Calendar or the Information Calendar. Speakers will be entitled to two minutes each to speak in opposition to or support of Consent Calendar and Information Items. A speaker may only speak once during the period for public comment on Consent Calendar and Information items.*

Additional information regarding public comment by City of Berkeley employees and interns: Employees and interns of the City of Berkeley, although not required, are encouraged to identify themselves as such, the department in which they work and state whether they are speaking as an individual or in their official capacity when addressing the Council in open session or workshops.

Consent Calendar

- 1. Amendment: FY 2020 Annual Appropriations Ordinance**
From: City Manager
Recommendation: Adopt second reading of Ordinance No. 7,700-N.S. amending the FY 2020 Annual Appropriations Ordinance No. 7,694–N.S. for fiscal year 2020 based upon recommended re-appropriation of committed FY 2019 funding and other adjustments in the amount of \$47,770,093 (gross) and \$42,815,104 (net).
First Reading Vote: All Ayes.
Financial Implications: See report
Contact: Teresa Berkeley-Simmons, Budget Manager, (510) 981-7000
- 2. Dorothy Day House License Agreements: Veterans Memorial Building and Old City Hall**
From: City Manager
Recommendation: Adopt second reading of Ordinance Nos. 7,701-N.S. and 7,702-N.S. authorizing the City Manager or her designee to execute license agreements and any amendments thereto with Dorothy Day House to provide services at the Veterans' Memorial Building at 1931 Center Street (Ordinance No. 7,701-N.S.) and the Old City Hall at 2134 Martin Luther King Jr. Way (Ordinance No. 7,702-N.S.).
First Reading Vote: All Ayes.
Financial Implications: See report
Contact: Lisa Warhuus, Housing and Community Services, (510) 981-5400
- 3. Minutes for Approval**
From: City Manager
Recommendation: Approve the minutes for the council meetings of April 14, 2020 (special closed and regular), April 21, 2020 (special closed and regular) and April 28, 2020 (regular).
Financial Implications: None
Contact: Mark Numainville, City Clerk, (510) 981-6900
- 4. California Governor's Office of Emergency Services - Authorized Agent for Disaster Relief for COVID-19**
From: City Manager
Recommendation: Adopt a Resolution designating the City Manager as the Authorized Agent for the purpose of obtaining certain state and financial assistance related to preparation for, response to, and recovery from the COVID-19 pandemic.
Financial Implications: See report
Contact: Dave White, City Manager's Office, (510) 981-7000

Consent Calendar

- 5. Assessments: Downtown Berkeley Property Based Business Improvement District**
From: City Manager
Recommendation: Adopt a Resolution approving the Downtown Berkeley Property Based Business Improvement District (DPBID) Annual Report of FY 2020 and proposed budget for FY 2021, and declaring Council's intention to levy an annual assessment for the DPBID for FY 2021.
Financial Implications: See report
Contact: Jordan Klein, Economic Development, (510) 981-7530
- 6. Assessments: Telegraph Property Based Business Improvement District**
From: City Manager
Recommendation: Adopt a Resolution approving the Telegraph Property Based Business Improvement District (TBID) Annual Report of FY 2020 and proposed budget for FY 2021, and declaring Council's intention to levy an annual assessment for the TBID for FY 2021.
Financial Implications: See report
Contact: Jordan Klein, Economic Development, (510) 981-7530
- 7. Notice of Appropriations Limit for Fiscal Year 2021**
From: City Manager
Recommendation: Adopt a Resolution providing notice that: 1) Council will adopt an appropriations limit for Fiscal Year 2021 at its meeting of June 30, 2020; and 2) the amount of the limit and the background material used in its calculation will be available for public review from the City Clerk's Office on or before June 15, 2020.
Financial Implications: See report
Contact: Henry Oyekanmi, Finance, (510) 981-7300
- 8. Contract Amendment: Berkeley Food & Housing Project**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or her designee to execute a contract and any amendments with vendor Berkeley Food & Housing Project (BFHP) to provide administrative services for Berkeley Mental Health (BMH) Flexible Spending Programs and the Russell Street Residence through June 30, 2021 in an amount not to exceed \$960,874. This will extend the existing contract by one year and add in \$603,874 in funding to pay for the services outlined below.
Financial Implications: Various Funds - \$603,874
Contact: Lisa Warhuus, Housing and Community Services, (510) 981-5400

Consent Calendar

9. **Contract: Bay Area Community Resources for the Placement of AmeriCorps Members**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or her designee to execute an expenditure contract and any amendments or extensions thereto with Bay Area Community Resources in an amount not to exceed \$56,000 for the period July 1, 2020 through June 30, 2021 for the placement of AmeriCorps members.
Financial Implications: See report
Contact: Lisa Warhuus, Housing and Community Services, (510) 981-5400
10. **Grant Agreement: Funding Support from Alameda County to Public Health Infrastructure Program**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or her designee to submit grant agreements to Alameda County, to accept the grant, and execute any resultant revenue agreements and amendments to conduct public health promotion, protection, and prevention services for the Public Health Infrastructure Program in the projected amount of \$32,080 for FY 2021.
Financial Implications: See report
Contact: Lisa Warhuus, Housing and Community Services, (510) 981-5400
11. **Revenue Grant Agreements: Funding Support from Alameda County to Conduct Public Health Services**
From: City Manager
Recommendation: Adopt four Resolutions authorizing the City Manager or her designee to submit grant agreements to Alameda County, to accept the grants, and execute any resultant revenue agreements and amendments to conduct public health promotion, protection, and prevention services for the following five revenue agreements:
1. Foster Care Program in the projected amount of \$93,187 for FY 2021;
2. Berkeley High School and Berkeley Technology Academy Health Center Programs in the projected amount of \$178,778 for FY 2021;
3. School Linked Health Services Program (Measure A Funding) in the projected amount of \$193,175 for FY 2021;
4. Tobacco Prevention Program in the projected amount of \$76,290 for FY 2021.
Financial Implications: See report
Contact: Lisa Warhuus, Housing and Community Services, (510) 981-5400

Consent Calendar

- 12. Revenue Grant Agreement: Funding Support from the State of California for the Tuberculosis Program**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager or her designee to submit grant agreements to the State of California, to accept the grant, and execute any resultant revenue agreements and amendments to conduct public health promotion, protection, and prevention services for the Tuberculosis Control Program in the projected amount of \$14,000 for FY 2021.
Financial Implications: See report
Contact: Lisa Warhuus, Housing and Community Services, (510) 981-5400
- 13. Contract: Software AG, Inc. for Software, maintenance and professional services for Data Integration Middleware Platform webMethods**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute a contract with Software AG, Inc. for software, maintenance and professional services for Data Integration Middleware Platform webMethods in an amount not to exceed \$436,000 for the term June 1, 2020 to June 30, 2023.
Financial Implications: See report
Contact: Savita Chaudhary, Information Technology, (510) 981-6500
- 14. Contract No. 10414B Amendment: Geographic Technologies Group (GTG) for Geographic Information System (GIS) Master Plan**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to amend Contract No. 10414B with Geographic Technologies Group (GTG) for Geographic Information System (GIS) Master Plan, for a total not to exceed \$95,451 and for a total contract value of \$399,411 from September 14, 2016 to June 30, 2022.
Financial Implications: Professional Services Fund - \$95,451
Contact: Savita Chaudhary, Information Technology, (510) 981-6500
- 15. Donation: Friends of Berkeley Tuolumne Camp for Berkeley Tuolumne Camp Shade Structure Design**
From: City Manager
Recommendation: Adopt a Resolution accepting a cash donation from the Friends of Berkeley Tuolumne Camp in the amount of \$74,266 for the Berkeley Tuolumne Camp Shade Structure Design.
Financial Implications: Donation - \$74,266
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

Consent Calendar

- 16. Lease for 235 University Avenue – YOONACO, Inc. dba Hana Japan**
From: City Manager
Recommendation: Adopt first reading of an Ordinance authorizing the City Manager to execute a lease agreement and necessary amendments with YOONACO, Inc., doing business as Hana Japan Steak and Seafood, at 235 University Avenue at the Berkeley Marina for a term of five years, with a five year tenant-option.
Financial Implications: See report
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700
- 17. Declaration of Intent - FY 2021 Street Lighting Assessments**
From: City Manager
Recommendation: Adopt two Resolutions granting the City Manager the authority to approve the Engineer's Reports; set a public hearing to be held before the Council of the City of Berkeley at its June 16, 2020 meeting; and authorize the City Clerk to publish Notice of the Public Hearing for FY 2021 Levy of Assessments for Berkeley Street Lighting Assessment District No. 1982-1 and Street Lighting Assessment District 2018.
Financial Implications: See report
Contact: Phillip Harrington, Public Works, (510) 981-6300
- 18. Contract Amendment No. 31900055: Community Conservation Centers, Inc. for Processing and Marketing Services of Recyclable Materials**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to amend and extend Contract No. 31900055 with Community Conservation Centers, Inc. for the Processing and Marketing of Recyclable Materials, which includes curbside collected, residential drop-off and buyback materials, for one (1) year through June 30, 2021, with an increase of \$2,100,000 for a revised Contract not to exceed amount of \$6,100,000.
Financial Implications: Zero Waste Fund - \$2,100,000
Contact: Phillip Harrington, Public Works, (510) 981-6300
- 19. Contract No. 10661A Amendment: SKIDATA, Inc. (formerly Sentry Control Systems) for Parking Access and Revenue Control System Maintenance Services and Warranties**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 10661A with SKIDATA, Inc. (formerly Sentry Control Systems) to provide maintenance services and warranties for parking access and revenue control system equipment, increasing the contract amount by \$111,150 for a total not-to-exceed amount of \$1,335,257.
Financial Implications: See report
Contact: Phillip Harrington, Public Works, (510) 981-6300

Consent Calendar

- 20. Contract No. 10145 Amendment: IPS Group, Inc. for Parking Meter Operations**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to amend Contract No.10145 with IPS Group, Inc. to provide parking meters, replacement parts, and support services, increasing the contract amount by an additional \$1,513,540 for a total contract amount not to exceed \$7,033,457 through June 30, 2022.
Financial Implications: See report
Contact: Phillip Harrington, Public Works, (510) 981-6300
- 21. Contract No. 9977A Amendment: Portable Computer Systems dba PCS Mobile for Automated License Plate Reader Equipment**
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 9977A with Portable Computer Systems dba PCS Mobile to replenish the contract budget for automated license plate reader equipment, increasing the contract amount by \$175,000, for a total amount not to exceed \$1,825,000.
Financial Implications: See report
Contact: Phillip Harrington, Public Works, (510) 981-6300

Action Calendar

The public may comment on each item listed on the agenda for action as the item is taken up. For items moved to the Action Calendar from the Consent Calendar or Information Calendar, persons who spoke on the item during the Consent Calendar public comment period may speak again at the time the matter is taken up during the Action Calendar.

The Presiding Officer will request that persons wishing to speak line use the "raise hand" function to determine the number of persons interested in speaking at that time. Up to ten (10) speakers may speak for two minutes. If there are more than ten persons interested in speaking, the Presiding Officer may limit the public comment for all speakers to one minute per speaker. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four minutes.

The Presiding Officer may, with the consent of persons representing both sides of an issue, allocate a block of time to each side to present their issue.

Action items may be reordered at the discretion of the Chair with the consent of Council.

Action Calendar - Public Hearings

Staff shall introduce the public hearing item and present their comments. This is followed by five-minute presentations each by the appellant and applicant. The Presiding Officer will request that persons wishing to speak, use the "raise hand" function to be recognized and to determine the number of persons interested in speaking at that time.

Up to ten (10) speakers may speak for two minutes. If there are more than ten persons interested in speaking, the Presiding Officer may limit the public comment for all speakers to one minute per speaker. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four minutes. The Presiding Officer may with the consent of persons representing both sides of an issue allocate a block of time to each side to present their issue.

Action Calendar – Public Hearings

Each member of the City Council shall verbally disclose all ex parte contacts concerning the subject of the hearing. Councilmembers shall also submit a report of such contacts in writing prior to the commencement of the hearing. Written reports shall be available for public review in the office of the City Clerk.

- 22. Electric Bike Share Program Franchise Amendment** *(Continued from April 21, 2020)*
From: City Manager
Recommendation: Pursuant to Berkeley Municipal Code Chapter 9.60, conduct a public hearing and upon conclusion, adopt the first reading of an Ordinance granting a Franchise Agreement Amendment to Bay Area Motivate, LLC, a subsidiary of Lyft Incorporated, to provide shared electric bicycles to the Berkeley public.
Financial Implications: See report
Contact: Phillip Harrington, Public Works, (510) 981-6300

Action Calendar – Old Business

- 23. Contract: CycloMedia Technology, Inc. for Geographic Information System Infrastructure Asset Data Acquisition** *(continued from May 12, 2020)*
From: City Manager
Recommendation: Adopt a Resolution authorizing the City Manager to execute a contract with CycloMedia Technology Incorporated for Geographic Information System infrastructure asset data acquisition, for an amount not to exceed \$187,401 for the period commencing on May 15, 2020 to June 30, 2022.
Financial Implications: Various Funds - \$187,401
Contact: Savita Chaudhary, Information Technology, (510) 981-6500

Action Calendar – New Business

- 24a. Fiscal Year 2021 Proposed Budget Update Discussion**
From: City Manager
Recommendation: Discussion regarding the FY 2021 Proposed Budget Update.
Financial Implications: See FY 2021 Proposed Budget Update
Contact: Teresa Berkeley-Simmons, Budget Manager, (510) 981-7000
- 24b. FY 2020 Mid-Year Budget Update** *(Continued from May 12, 2020)*
From: City Manager
Contact: Teresa Berkeley-Simmons, Budget Manager, (510) 981-7000

Action Calendar – New Business

25. **Establishing a COVID-19 Business Damage Mitigation Fund**
From: Mayor Arreguin (Author), Councilmember Harrison (Author), Councilmember Robinson (Author)
Recommendation: Refer to the City Manager to establish a COVID-19 Business Damage Mitigation Fund in an amount up to \$100,000 to provide one-time grants to small businesses who experience property damage due to vandalism and other problematic behavior during this COVID-19 local State of Emergency
Financial Implications: Up to \$100,000
Contact: Jesse Arreguin, Mayor, (510) 981-7100
26. **Support a Global Ceasefire During the Coronavirus (COVID-19) Pandemic**
From: Councilmember Davila (Author), Councilmember Bartlett (Co-Sponsor)
Recommendation: 1. Adopt a Resolution in Support of a Global Ceasefire during the COVID-19 Pandemic.
2. Send copies of this resolution to the United Nations Secretary-General, United States Senators Bernie Sanders, Kamala Harris, Dianne Feinstein, and United States Congressional Representatives Barbara Lee, Ro Khanna, Alexandria Ocasio-Cortez, Ilhan Omar, Ayanna Pressley, Rashida Harbi Tlaib, and Pramila Jayapa.
Financial Implications: None
Contact: Cheryl Davila, Councilmember, District 2, (510) 981-7120
27. **Urgency Ordinance: Updates to the Covid-19 Emergency Response Ordinance**
From: Councilmember Harrison (Author), Councilmember Davila (Co-Sponsor), Councilmember Bartlett (Co-Sponsor) (Item contains revised material)
Recommendation: Adopt an urgency ordinance amending Berkeley Municipal Code 13.110, Title 13, "The COVID-19 Emergency Response Ordinance," to enhance emergency tenant protections consistent with recently adopted County laws, action in other jurisdictions, and consultation with community stakeholders.
Financial Implications: None
Contact: Kate Harrison, Councilmember, District 4, (510) 981-7140

Information Reports

28. **FY 2019 Fourth Quarter Investment Report: Ended June 30, 2019 (Reviewed by Budget & Finance Policy Committee. Item contains supplemental material)**
From: City Manager
Contact: Henry Oyekanmi, Finance, (510) 981-7300
29. **FY 2020 First Quarter Investment Report: Ended September 30, 2019 (Reviewed by Budget & Finance Policy Committee. Item contains supplemental material)**
From: City Manager
Contact: Henry Oyekanmi, Finance, (510) 981-7300

Public Comment – Items Not Listed on the Agenda

Adjournment

NOTICE CONCERNING YOUR LEGAL RIGHTS: *If you object to a decision by the City Council to approve or deny a use permit or variance for a project the following requirements and restrictions apply: 1) No lawsuit challenging a City decision to deny (Code Civ. Proc. §1094.6(b)) or approve (Gov. Code 65009(c)(5)) a use permit or variance may be filed more than 90 days after the date the Notice of Decision of the action of the City Council is mailed. Any lawsuit not filed within that 90-day period will be barred. 2) In any lawsuit that may be filed against a City Council decision to approve or deny a use permit or variance, the issues and evidence will be limited to those raised by you or someone else, orally or in writing, at a public hearing or prior to the close of the last public hearing on the project.*

Live captioned broadcasts of Council Meetings are available on Cable B-TV (Channel 33), via internet accessible video stream at <http://www.cityofberkeley.info/CalendarEventWebcastMain.aspx> and KPFB Radio 89.3.

Archived indexed video streams are available at <http://www.cityofberkeley.info/citycouncil>. Channel 33 rebroadcasts the following Wednesday at 9:00 a.m. and Sunday at 9:00 a.m.

Communications to the City Council are public record and will become part of the City's electronic records, which are accessible through the City's website. **Please note: e-mail addresses, names, addresses, and other contact information are not required, but if included in any communication to the City Council, will become part of the public record.** If you do not want your e-mail address or any other contact information to be made public, you may deliver communications via U.S. Postal Service to the City Clerk Department at 2180 Milvia Street. If you do not want your contact information included in the public record, please do not include that information in your communication. Please contact the City Clerk Department for further information.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be posted on the City's website at <http://www.cityofberkeley.info>.

Agendas and agenda reports may be accessed via the Internet at <http://www.cityofberkeley.info/citycouncil>

COMMUNICATION ACCESS INFORMATION:

To request a disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the Disability Services specialist at (510) 981-6418 (V) or (510) 981-6347 (TDD) at least three business days before the meeting date.



Captioning services are provided at the meeting, on B-TV, and on the Internet.

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***I hereby certify that the agenda for this meeting of the Berkeley City Council was posted at the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way, as well as on the City's website, on May 14, 2020.***

A handwritten signature in black ink that reads "Mark Numainville".

Mark Numainville, City Clerk

## Communications

*Council rules limit action on Communications to referral to the City Manager and/or Boards and Commissions for investigation and/or recommendations. All communications submitted to Council are public record.*

### **Item #25: Establishing a COVID-19 Business Damage Mitigation Fund**

1. John Caner, on behalf of the Downtown Berkeley Association

### **Item #27: Urgency Ordinance: Update to the Covid-19 Emergency Ordinance**

2. Samara Bennett
3. Diana Bohn
4. Friends of Adeline
5. Ellen Woods
6. David Seegal
7. Ariana Thompson-Lastad

### **Berkeley Manufacturing**

8. Kirsten MacDonald, on behalf of the Berkeley Chamber of Commerce
9. Sam Johnson (4)
10. Dee Williams-Ridley, City Manager (2)

### **Slow Streets – Walkers, Runners and Bicyclists**

11. Sabina McMurtry
12. Shirley Stuart
13. Hanna Tamrat
14. Josie Gerst

### **Homelessness**

15. Alfred Manning
16. Safiyah Lazkani

### **Construction during the Pandemic**

17. Thomas Lord

### **Transfer Station Rates**

18. David Lerman

### **Berkeley Businesses, Arts and Education Programs**

19. Doris Fukawa, on behalf of the Crowden Music Center

### **TOD at Ashby and Berkeley BART**

20. Laura Klein
21. Councilmember Harrison
22. Barbara Gilbert
23. David Taylor

**People's Park**

- 24. Max Ventura
- 25. Ivar Diehl
- 26. Tom Luce

**KPFB**

- 27. Thomas Lord (2)
- 28. Mark Numainville, City Clerk

**Property Lien**

- 29. Sinan and Arzu Sabuncuoglu

**Golden Duplex/ADU/Airbnb**

- 30. Monika Mann
- 31. Judy Hunt
- 32. Sage Linda Spatz

**Crisis at Aquatic Park**

- 33. James Corrie

**Salary Cuts for City of Berkeley Employees**

- 34. Genevieve Wilson (2)

**COVID-19**

- 35. Todd Seeley
- 36. David Lerman (3)
- 37. Carol Denney
- 38. Topher Brennan
- 39. Thomas Lord

**Supplemental Communications and Reports**

*Items received by the deadlines for submission will be compiled and distributed as follows. If no items are received by the deadline, no supplemental packet will be compiled for said deadline.*

- **Supplemental Communications and Reports 1**  
Available by 5:00 p.m. five days prior to the meeting.
- **Supplemental Communications and Reports 2**  
Available by 5:00 p.m. the day before the meeting.
- **Supplemental Communications and Reports 3**  
Available by 5:00 p.m. two days following the meeting.



ORDINANCE NO. 7,700-N.S.

AMENDING THE ANNUAL APPROPRIATIONS ORDINANCE NO. 7,694–N.S. FOR FISCAL YEAR 2020

|                                                |                    |
|------------------------------------------------|--------------------|
| A. General Fund (Funds 001-099)                | 230,824,603        |
| B. Special Funds ( Funds 100-199)              | 140,209,945        |
| C. Grant Funds (Funds 300-399)                 | 55,934,243         |
| D. Capital Projects Funds (Funds 500-550)      | 102,465,423        |
| E. Debt Service Fund (Funds 551-599)           | 10,533,979         |
| F. Enterprise Funds (Funds 600-669)            | 146,604,859        |
| G. Internal Service Funds (Funds 146, 670-699) | 51,198,280         |
| H. Successor Agency (Funds 760-769)            | 56,960             |
| I. Agency Funds (Funds 771-799)                | 5,758,361          |
| J. Other Funds (Funds 800-899)                 | 5,497,649          |
| <u>K. Total</u>                                |                    |
| Total General Fund                             | 230,824,603        |
| Add: Total Other Than General Fund             | 518,259,699        |
| <b>Gross Revenue Appropriated</b>              | <b>749,084,301</b> |
| Less: Dual Appropriations                      | -39,232,738        |
| Less: Revolving/Internal Service Funds         | -51,084,280        |
| <b>Net Revenue Appropriated</b>                | <b>658,767,283</b> |

Section 2. The City Manager is hereby permitted, without further authority from the City Council, to make the following transfers by giving written notice to the Director of Finance:

- a. From the General Fund to the General Fund – Stability Reserve Fund; Catastrophic Reserve Fund; Health State Aid Realignment; Paramedic Tax Fund; Capital Improvement Fund; Phone System Replacement; Equipment Replacement Fund; Public Liability Fund; Catastrophic Loss Fund; Police Employee Retiree Health Assistance Plan; Safety Members Pension Fund; Information Technology Cost Allocation Fund; and Sick Leave Entitlement Fund.

- b. To the General Fund from the Community Development Block Grant Fund; Street Lighting Assessment District Fund; Zero Waste Fund; Marina Operations and Maintenance Fund; Sanitary Sewer Operation Fund; Clean Storm Water Fund; Permit Service Center Fund; Parking Meter Fund; Unified Program (CUPA); and Health State Aid Realignment Fund.
- c. To the First Source Fund from the Parks Tax Fund; Capital Improvement Fund; and the Marina Fund.
- d. From UC Settlement Fund to General Fund and Clean Storm Water Fund.
- e. From Capital Improvement Fund to PERS Savings Fund; Berkeley Repertory Theater Fund; 2010 COP (Animal Shelter) Fund; Workers' Compensation Fund; and Information Technology Cost Allocation Fund.
- f. To the Public Art Fund from the Parks Tax Fund; Capital Improvement Fund; and the Marina Fund.
- g. To CFD#1 District Fire Protection Bond (Measure Q) from Special Tax Bonds CFD#1 ML-ROOS.
- h. To Private Sewer Lateral Fund from Sanitary Sewer Operation Fund.
- i. To Catastrophic Loss Fund from Permit Service Center Fund.
- j. To Catastrophic Loss Fund from Unified Program (CUPA) Fund.
- k. To the Building Purchases and Management Fund from General Fund; Health (General) Fund; Rental Housing Safety Program Fund; Measure B Local Streets & Road Fund; Employee Training Fund; Zero Waste Fund; Sanitary Sewer Operation Fund; Clean Storm Water Fund; Permit Service Center Fund; Off Street Parking Fund; Parking Meter Fund; Unified Program (CUPA) Fund; Building Purchases & Management Fund; Building Maintenance Fund; Central Services Fund; and Health State Aide Realignment Trust Fund.
- l. To Equipment Replacement Fund from General Fund; Mental Health Services Act Fund; Health (Short/Doyle) Fund; Vector Control Fund; Paramedic Tax Fund; Playground Camp Fund; State Transportation Tax Fund; Rental Housing Safety Program Fund; Parks Tax Fund; Street Light Assessment District Fund; Zero Waste Fund; Marina Operations/Maintenance Fund; Sanitary Sewer Operation Fund; Clean Storm Water Fund; Permit Service Center Fund; Parking Meter Fund; Equipment Maintenance Fund; Building Maintenance Fund; and Central Services Fund.
- m. To the Equipment Maintenance Fund from General Fund; Health (General) Fund; Mental Health Services Act Fund; Health (Short/Doyle) Fund; Vector Control Fund; Paramedic Tax Fund; Library - Discretionary Fund; Playground Camp Fund; State



Transportation Tax Fund; Rental Housing Safety Program Fund; Rent Stabilization Board Fund; Parks Tax Fund; Street Light Assessment District Fund; FEMA Fund; Zero Waste Fund; Marina Operations/Maintenance Fund; Sanitary Sewer Operation Fund; Clean Storm Water Fund; Permit Service Center Fund; Off Street Parking Fund; Parking Meter Fund; Equipment Maintenance Fund; Building Maintenance Fund; and Central Services Fund.

- n. To the Building Maintenance Fund from the General Fund; Health (General) Fund; Health (Short/Doyle) Fund; Measure B Local Street & Road Fund; Parks Tax Fund; Street Light Assessment District Fund; Zero Waste Fund; Sanitary Sewer Operation Fund; Clean Storm Water Fund; Off Street Parking Fund; Parking Meter Fund; Equipment Maintenance Fund; Building Maintenance Fund; and Mental Health State Aid Realignment Fund.
- o. To the Central Services Fund from the General Fund; First Source Fund; Health (Short/Doyle) Fund; Library-Discretionary Fund; Playground Camp Fund; Rent Stabilization Board Fund; Zero Waste Fund; Marina Operations/Maintenance Fund; Sanitary Sewer Operation; Building Purchases & Management Fund; Building Maintenance Fund; Central Services Fund; and Mental Health State Aid Realignment Fund.
- p. To Information Technology Cost Allocation Plan Fund from General Fund; Target Case Management/Linkages Fund; Health (Short/Doyle); Library Fund; Playground Camp Fund; State Transportation Tax Fund; CDBG Fund; Rental Housing Safety Program; Rent Stabilization Board Fund; Parks Tax Fund; Street Light Assessment District Fund; Zero Waste Fund; Marina Operations/Maintenance Fund; Sanitary Sewer Operation; Clean Storm Water Fund; Permit Service Center Fund; Off Street Parking Fund; Parking Meter Fund; Unified Program (CUPA) Fund; Equipment Maintenance Fund; Building Maintenance Fund; Information Technology Cost Allocation Plan Fund; Health State Aid Realignment Trust Fund; and Mental Health State Aid Realignment Fund.
- q. To the Workers' Compensation Self-Insurance Fund from General Fund; Special Tax for Severely Disabled Measure E Fund; First Source Fund; HUD Fund; ESGP Fund; Health (General) Fund; Target Case Management/Linkages Fund; Mental Health Service Act Fund; Health (Short/Doyle) Fund; EPSDT Expansion Proposal Fund; Senior Nutrition (Title III) Fund; C.F.P. Title X Fund; Fund Raising Activities Fund; Berkeley Unified School District Grant; Vector Control Fund; Paramedic Tax Fund; Alameda County Grants Fund; Senior Supportive Social Services Fund; Family Care Support Program Fund; Domestic Violence Prevention – Vital Statistics Fund; Affordable Housing Mitigation; Inclusionary Housing Program; Library – Discretionary Fund; Playground Camp Fund; Community Action Program Fund; State Proposition 172 Public Safety Fund; State Transportation Tax Fund; CDBG Fund; Rental Housing Safety Program; Measure B Local State & Road Fund; Measure B Bike & Pedestrian Fund; Measure B – Paratransit Fund; Measure

F Alameda County Vehicle Registration Fee Streets & Roads Fund; Measure BB – Paratransit Fund; One-Time Grant: No Cap Expense Fund; Rent Stabilization Board Fund; Parks Tax Fund; Measure GG – Fire Prep Tax Fund; Street Lighting Assessment District Fund; Employee Training Fund; Private Percent – Art Fund; Measure T1 – Infrastructure & Facilities Fund; FUND\$ Replacement Fund; Capital Improvement Fund; FEMA Fund; CFD #1 District Fire Protect Bond Fund; Special Tax Bonds CFD#1 ML-ROOS Fund; Shelter+Care HUD Fund; Shelter+Care County Fund; Zero Waste Fund; Marina Operations/Maintenance Fund; Sanitary Sewer Operation Fund; Clean Storm Water Fund; Private Sewer Lateral Fund; Permit Service Center Fund; Off-Street Parking Fund; Parking Meter Fund; Unified Program (CUPA) Fund; Building Purchases & Management Fund; Equipment Replacement Fund; Equipment Maintenance Fund; Building Maintenance Fund; Central Services Fund; Workers’ Compensation Fund; Public Liability Fund; Information Technology Cost Allocation Plan Fund; Health State Aid Realignment Trust Fund; Tobacco Control Trust Fund; Mental Health State Aid Realignment Fund; Alameda Abandoned Vehicle Abatement Authority; and Bio-Terrorism Grant Fund.

- r. To the Sick Leave and Vacation Leave Accrual Fund from General Fund; Special Tax for Severely Disabled Measure E Fund; First Source Fund; HUD Fund; ESGP Fund; Health (General) Fund; Target Case Management/Linkages Fund; Mental Health Service Act Fund; Health (Short/Doyle) Fund; EPSDT Expansion Proposal Fund; Senior Nutrition (Title III) Fund; C.F.P. Title X Fund; Fund Raising Activities Fund; Berkeley Unified School District Grant; Vector Control Fund; Paramedic Tax Fund; Alameda County Grants Fund; Senior Supportive Social Services Fund; Family Care Support Program Fund; Domestic Violence Prevention – Vital Statistics Fund; Affordable Housing Mitigation; Inclusionary Housing Program; Library – Discretionary Fund; Playground Camp Fund; Community Action Program Fund; State Proposition 172 Public Safety Fund; State Transportation Tax Fund; CDBG Fund; Rental Housing Safety Program; Measure B Local State & Road Fund; Measure B Bike & Pedestrian Fund; Measure B – Paratransit Fund; Measure F Alameda County Vehicle Registration Fee Streets & Roads Fund; Measure BB – Paratransit Fund; One-Time Grant: No Cap Expense Fund; Rent Stabilization Board Fund; Parks Tax Fund; Measure GG – Fire Prep Tax Fund; Street Lighting Assessment District Fund; Employee Training Fund; Private Percent – Art Fund; Measure T1 – Infrastructure & Facilities Fund; FUND\$ Replacement Fund; Capital Improvement Fund; FEMA Fund; CFD #1 District Fire Protect Bond Fund; Special Tax Bonds CFD#1 ML-ROOS Fund; Shelter+Care HUD Fund; Shelter+Care County Fund; Zero Waste Fund; Marina Operations/Maintenance Fund; Sanitary Sewer Operation Fund; Clean Storm Water Fund; Private Sewer Lateral Fund; Permit Service Center Fund; Off-Street Parking Fund; Parking Meter Fund; Unified Program (CUPA) Fund; Building Purchases & Management Fund; Equipment Replacement Fund; Equipment Maintenance Fund; Building Maintenance Fund; Central Services Fund; Workers’ Compensation Fund; Public Liability Fund; Information Technology Cost Allocation Plan Fund; Health State Aid Realignment Trust Fund; Tobacco Control Trust Fund; Mental Health State Aid Realignment

Fund; Alameda Abandoned Vehicle Abatement Authority; and Bio-Terrorism Grant Fund.

- s. To the Payroll Deduction Trust Fund from General Fund; Special Tax for Severely Disabled Measure E Fund; First Source Fund; HUD Fund; ESGP Fund; Health (General) Fund; Target Case Management/Linkages Fund; Mental Health Service Act Fund; Health (Short/Doyle) Fund; EPSDT Expansion Proposal Fund; Senior Nutrition (Title III) Fund; C.F.P. Title X Fund; Fund Raising Activities Fund; Berkeley Unified School District Grant; Vector Control Fund; Paramedic Tax Fund; Alameda County Grants Fund; Senior Supportive Social Services Fund; Family Care Support Program Fund; Domestic Violence Prevention – Vital Statistics Fund; Affordable Housing Mitigation; Inclusionary Housing Program; Library – Discretionary Fund; Playground Camp Fund; Community Action Program Fund; State Proposition 172 Public Safety Fund; State Transportation Tax Fund; CDBG Fund; Rental Housing Safety Program; Measure B Local State & Road Fund; Measure B Bike & Pedestrian Fund; Measure B – Paratransit Fund; Measure F Alameda County Vehicle Registration Fee Streets & Roads Fund; Measure BB – Paratransit Fund; One-Time Grant: No Cap Expense Fund; Rent Stabilization Board Fund; Parks Tax Fund; Measure GG – Fire Prep Tax Fund; Street Lighting Assessment District Fund; Employee Training Fund; Private Percent – Art Fund; Measure T1 – Infrastructure & Facilities Fund; FUND\$ Replacement Fund; Capital Improvement Fund; FEMA Fund; CFD #1 District Fire Protect Bond Fund; Special Tax Bonds CFD#1 ML-ROOS Fund; Shelter+Care HUD Fund; Shelter+Care County Fund; Zero Waste Fund; Marina Operations/Maintenance Fund; Sanitary Sewer Operation Fund; Clean Storm Water Fund; Private Sewer Lateral Fund; Permit Service Center Fund; Off-Street Parking Fund; Parking Meter Fund; Unified Program (CUPA) Fund; Building Purchases & Management Fund; Equipment Replacement Fund; Equipment Maintenance Fund; Building Maintenance Fund; Central Services Fund; Workers’ Compensation Fund; Public Liability Fund; Information Technology Cost Allocation Plan Fund; Health State Aid Realignment Trust Fund; Tobacco Control Trust Fund; Mental Health State Aid Realignment Fund; Alameda Abandoned Vehicle Abatement Authority; and Bio-Terrorism Grant Fund.

Section 3. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

**Attachment for Annual Appropriations Ordinance Amendment - Fiscal Year 2020****REVOLVING FUNDS/INTERNAL SERVICE FUNDS**

Appropriations are identified with revolving and internal service funds. Such funds derive revenue by virtue of payment from other fund sources as benefits are received by such funds, and the total is reflected in the "Less Revolving Funds and Internal Service Funds" in item I. The funds are:

|                                       |           |
|---------------------------------------|-----------|
| Transfers to the General Fund         |           |
| <u>Indirect Cost Reimbursement</u>    |           |
| CDBG Fund                             | 154,260   |
| Street Light Assessment District Fund | 112,971   |
| Zero Waste Fund                       | 2,195,402 |
| Marina Enterprise Fund                | 438,683   |
| Sanitary Sewer Fund                   | 1,127,948 |
| Clean Storm Water Fund                | 214,695   |
| Permit Service Center Fund            | 1,734,781 |
| Unified Program (CUPA) Fund           | 90,763    |
| Subtotal Transfers to General Fund:   | 6,069,503 |

**DUAL APPROPRIATIONS - WORKING BUDGET**

Dual appropriations are identified with revenues generated by one fund and transferred to another fund. Both funds are credited with the applicable revenue, and the total is reflected in the "Less Dual Appropriations" in item I. The dual appropriations are:

|                                       |           |
|---------------------------------------|-----------|
| Transfers to the General Fund         |           |
| <u>Indirect Cost Reimbursement</u>    |           |
| CDBG Fund                             | 154,260   |
| Street Light Assessment District Fund | 112,971   |
| Zero Waste Fund                       | 2,195,402 |
| Marina Enterprise Fund                | 438,683   |
| Sanitary Sewer Fund                   | 1,127,948 |
| Clean Storm Water Fund                | 214,695   |
| Permit Service Center Fund            | 1,734,781 |
| Unified Program (CUPA) Fund           | 90,763    |
| Subtotal Transfers to General Fund:   | 6,069,503 |

|                                                                     |            |
|---------------------------------------------------------------------|------------|
| Transfer to Safety Members Pension Fund from General Fund           | 551,804    |
| Transfer to General Fund – Stabilization Reserves from General Fund | 640,000    |
| Transfer to General Fund – Catastrophic Reserves from General Fund  | 520,000    |
| Transfer to Health State Aid Realignment from General Fund          | 1,953,018  |
| Transfer to Paramedic Tax Fund from General Fund                    | 670,158    |
| Transfer to Capital Improvement Fund (CIP) from General Fund        | 10,004,736 |

|                                                                                               |                   |
|-----------------------------------------------------------------------------------------------|-------------------|
| Transfer to Phone System Replacement - VOIP from General Fund                                 | 198,000           |
| Transfer to FUND\$ Replacement Fund from General Fund                                         | 1,929,000         |
| Transfer to Equipment Replacement Fund from General Fund                                      | 1,336,699         |
| Transfer to Public Liability Fund from General Fund                                           | 2,895,888         |
| Transfer to Catastrophic Loss Fund from General Fund                                          | 1,351,564         |
| Transfer to IT Cost Allocation Fund from General Fund                                         | 959,470           |
| Transfer to Police Employee Retiree Health Assistance Plan from General Fund                  | 400,136           |
| Transfer to Sick Leave Entitlement Fund from General Fund                                     | 201,501           |
| Transfer to Workers' Compensation Fund from General Fund                                      | 946,163           |
| Transfer to General Fund from UC Settlement Fund                                              | 1,000,620         |
| Transfer to Clean Storm Water Fund from UC Settlement Fund                                    | 293,708           |
| Transfer to General Fund from Health State Aid Realignment Fund                               | 2,643,280         |
| Transfer to PERS Savings Fund from Capital Improvement Fund                                   | 151,632           |
| Transfer to Berkeley Repertory Theater Debt Service Fund from Capital Improvement Fund        | 499,802           |
| Transfer to 2010 COP (Animal Shelter) Fund from Capital Improvement Fund                      | 402,613           |
| Transfer to Workers' Compensation Fund from Capital Improvement Fund                          | 406,952           |
| Transfer to IT Cost Allocation Fund from Capital Improvement Fund                             | 544,357           |
| Transfer to Private Sewer Lateral Fund from Sewer Fund                                        | 90,501            |
| Transfer to Catastrophic Loss Fund from Permit Service Center Fund                            | 50,555            |
| Transfer to Catastrophic Loss Fund from Unified Program (CUPA) Fund                           | 5,082             |
| Transfer to General Fund from Parking Meter Fund                                              | 1,742,288         |
| Transfer from Special Tax Bonds CFD#1 ML-ROOS to CFD#1 District Fire Protect Bond (Measure Q) | 665,100           |
| Transfer to First Source Fund from Parks Tax Fund                                             | 11,625            |
| Transfer to First Source Fund from Capital Improvement Fund                                   | 29,943            |
| Transfer to First Source Fund from Marina Fund                                                | 1,875             |
| Transfer to Public Art Fund from Parks Tax Fund                                               | 17,437            |
| Transfer to Public Art Fund from Capital Improvement Fund                                     | 44,915            |
| Transfer to Public Art Fund from Marina Fund                                                  | 2,813             |
| Subtotal Transfers to Other Funds:                                                            | <u>33,163,235</u> |
| Sub-Total Dual Appropriations                                                                 | <u>39,232,738</u> |
| <b>Grand Total Dual Appropriations</b>                                                        | <b>90,317,018</b> |

At a regular meeting of the Council of the City of Berkeley held on May 12, 2020, this Ordinance was passed to print and ordered published by posting by the following vote:

Ayes: Bartlett, Davila, Droste, Hahn, Harrison, Kesarwani, Robinson, Wengraf, and Arreguin.

Noes: None.

Absent: None.

## SUMMARY OF APPROPRIATIONS BY FUND

| Fund # | Fund                                    | FY 2020<br>Revised #2 | 3rd AAO                   |                      |                 | FY 2020<br>Revised #3 |
|--------|-----------------------------------------|-----------------------|---------------------------|----------------------|-----------------|-----------------------|
|        |                                         |                       | Unencumbered<br>Carryover | Other<br>Adjustments | Total<br>Amend. |                       |
| 11     | General Fund Discretionary              | 229,760,903           |                           | 1,063,700            | 1,063,700       | 230,824,603           |
| 101    | Library - Tax                           | 26,537,411            |                           |                      | 0               | 26,537,411            |
| 103    | Library - Grants                        | 64,230                |                           |                      | 0               | 64,230                |
| 104    | Library - Friends & Gift                | 150,552               |                           |                      | 0               | 150,552               |
| 105    | Library - Foundation                    | 126,211               |                           |                      | 0               | 126,211               |
| 106    | Asset Forfeiture                        | 201,000               |                           |                      | 0               | 201,000               |
| 107    | Special Tax Measure E                   | 1,316,894             |                           |                      | 0               | 1,316,894             |
| 108    | First Source Fund                       | 47,327                |                           |                      | 0               | 47,327                |
| 110    | Sec 108 Loan Gty Asst.                  | 548,079               |                           |                      | 0               | 548,079               |
| 111    | Fund Raising Activities                 | 92,408                |                           |                      | 0               | 92,408                |
| 113    | Sports Field (Vendor Oper)              | 271,291               |                           | 150,000              | 150,000         | 421,291               |
| 114    | Gilman Fields Reserve                   | 73,173                |                           |                      | 0               | 73,173                |
| 115    | Animal Shelter                          | 66,275                |                           |                      | 0               | 66,275                |
| 116    | Paramedic Tax                           | 3,872,044             |                           |                      | 0               | 3,872,044             |
| 117    | CA Energy Commission                    | 44,249                |                           |                      | 0               | 44,249                |
| 119    | Domestic Violence Prev - Vit Stat       | 25,646                |                           |                      | 0               | 25,646                |
| 120    | Affordable Housing Mitigation           | 5,694,114             |                           |                      | 0               | 5,694,114             |
| 121    | Affordable Child Care                   | 13,275                |                           |                      | 0               | 13,275                |
| 122    | Inclusionary Housing Program            | 673,017               |                           |                      | 0               | 673,017               |
| 123    | Condo Conversion                        | 997,980               |                           |                      | 0               | 997,980               |
| 124    | Parking In-Lieu Fee                     | 82,010                |                           |                      | 0               | 82,010                |
| 125    | Playground Camp                         | 11,102,575            |                           | 8,918,696            | 8,918,696       | 20,021,271            |
| 126    | State-Prop 172 Pub.Safety               | 992,797               |                           |                      | 0               | 992,797               |
| 127    | State Transportation Tax                | 9,574,591             |                           |                      | 0               | 9,574,591             |
| 128    | CDBG                                    | 3,828,317             |                           | 1,610,805            | 1,610,805       | 5,439,122             |
| 129    | Rental Housing Safety Program           | 1,913,186             |                           |                      | 0               | 1,913,186             |
| 130    | Measure B - Local St & Road             | 5,750,860             |                           | 550,629              | 550,629         | 6,301,489             |
| 131    | Measure B - Bike and Pedestrian         | 620,377               |                           |                      | 0               | 620,377               |
| 132    | Measure B - Paratransit                 | 485,694               |                           | 50,000               | 50,000          | 535,694               |
| 133    | Measure F Alameda County VRF St & Rd    | 862,228               |                           |                      | 0               | 862,228               |
| 134    | Measure BB - Local St & Road            | 8,511,376             |                           | 289,947              | 289,947         | 8,801,323             |
| 135    | Meaure BB - Bike & Pedestrian           | 800,141               |                           | 492,015              | 492,015         | 1,292,156             |
| 136    | Measure BB - Paratransit                | 451,489               |                           |                      | 0               | 451,489               |
| 137    | One Time Funding                        | 139,080               |                           |                      | 0               | 139,080               |
| 138    | Parks Tax                               | 21,277,865            | 121,831                   | 30,000               | 151,831         | 21,429,696            |
| 139    | Street And Open Space Impr              | 1,140,512             |                           |                      | 0               | 1,140,512             |
| 140    | Measure GG - Fire Prep Tax              | 5,020,054             |                           |                      | 0               | 5,020,054             |
| 141    | 1st Response Adv Life Supp              | 55,144                |                           |                      | 0               | 55,144                |
| 142    | Streetlight Assesment District          | 3,131,941             |                           |                      | 0               | 3,131,941             |
| 143    | Berkeley Bus Ec Dev                     | 168,387               |                           |                      | 0               | 168,387               |
| 145    | Bayer (Miles Lab)                       | 8,500                 | 158,014                   |                      | 158,014         | 166,514               |
| 146    | Employee Training                       | 856,852               |                           |                      | 0               | 856,852               |
| 147    | UC Settlement                           | 1,303,288             | 2,775                     |                      | 2,775           | 1,306,063             |
| 148    | Cultural Trust                          | 168,156               |                           |                      | 0               | 168,156               |
| 149    | Private Party Sidewalks                 | 272,458               |                           |                      | 0               | 272,458               |
| 150    | Public Art Fund                         | 140,608               |                           |                      | 0               | 140,608               |
| 152    | Vital & Health Statistics Trust Fund    | 28,195                |                           |                      | 0               | 28,195                |
| 156    | Hlth State Aid Realign Trust            | 4,128,010             |                           |                      | 0               | 4,128,010             |
| 157    | Tobacco Cont.Trust                      | 482,043               |                           |                      | 0               | 482,043               |
| 158    | Mental Health State Aid Realign         | 4,147,295             |                           |                      | 0               | 4,147,295             |
| 159    | Citizens Option Public Safety Trust     | 332,672               |                           |                      | 0               | 332,672               |
| 161    | Alameda Cty Abandoned Vehicle Abatement | 100,208               |                           |                      | 0               | 100,208               |
| 306    | Capital Grants - State                  |                       | 220,000                   |                      | 220,000         | 220,000               |
| 307    | Capital Grants - Local                  | 969,545               |                           | 92,000               | 92,000          | 1,061,545             |
| 309    | OTS DUI Enforcement Education Prg.      | 329,500               |                           |                      | 0               | 329,500               |
| 310    | HUD/Home                                | 831,094               |                           | 1,058,161            | 1,058,161       | 1,889,255             |
| 311    | ESGP                                    | 459,353               |                           | 808,117              | 808,117         | 1,267,470             |
| 312    | Health (General)                        | 2,290,738             |                           | 87,845               | 87,845          | 2,378,583             |
| 313    | Target Case Management Linkages         | 1,015,439             |                           |                      | 0               | 1,015,439             |
| 314    | Alameda County Tay Tip                  | 8                     |                           |                      | 0               | 8                     |
| 315    | Mental Health Service Act               | 11,682,669            |                           | 761,739              | 761,739         | 12,444,408            |
| 316    | Health (Short/Doyle)                    | 4,527,197             |                           |                      | 0               | 4,527,197             |

## SUMMARY OF APPROPRIATIONS BY FUND

| Fund # | Fund                                   | FY 2020<br>Revised #2 | 3rd AAO                   |                      |                 | FY 2020<br>Revised #3 |
|--------|----------------------------------------|-----------------------|---------------------------|----------------------|-----------------|-----------------------|
|        |                                        |                       | Unencumbered<br>Carryover | Other<br>Adjustments | Total<br>Amend. |                       |
| 317    | EPSDT Expansion Proposal               | 377,855               |                           |                      | 0               | 377,855               |
| 318    | Alcoholic Bev Ctr OTS/UC               | 67,804                |                           |                      | 0               | 67,804                |
| 319    | Youth Lunch                            | 320,599               |                           |                      | 0               | 320,599               |
| 320    | Sr. Nutrition Title III                | 86,227                |                           | 43,034               | 43,034          | 129,261               |
| 321    | CFP Title X                            | 273,740               |                           | 16,000               | 16,000          | 289,740               |
| 324    | BUSD Grant                             | 307,624               |                           |                      | 0               | 307,624               |
| 325    | Vector Control                         | 345,210               |                           |                      | 0               | 345,210               |
| 326    | Alameda County Grants                  | 576,805               |                           |                      | 0               | 576,805               |
| 327    | Senior Supportive Social Services      | 56,597                |                           | 1,822                | 1,822           | 58,419                |
| 328    | Family Care Support Program            | 72,128                |                           | 14,055               | 14,055          | 86,183                |
| 329    | CA Integrated Waste Management         | 5,244                 |                           |                      | 0               | 5,244                 |
| 331    | Housing Mitigation                     | 1,051,751             |                           |                      | 0               | 1,051,751             |
| 333    | CALHOME                                | 363,100               |                           |                      | 0               | 363,100               |
| 334    | Community Action                       | 264,258               |                           | 230,000              | 230,000         | 494,258               |
| 336    | One-Time Grant: No Cap Exp             | 7,319,753             |                           | 103,500              | 103,500         | 7,423,253             |
| 338    | Bay Area Air Quality Management        | 60,000                |                           |                      | 0               | 60,000                |
| 339    | MTC                                    | 3,251,364             |                           |                      | 0               | 3,251,364             |
| 340    | FEMA                                   | 2,837,534             |                           |                      | 0               | 2,837,534             |
| 341    | Alameda Cty Waste Mgt.                 | 508,977               |                           |                      | 0               | 508,977               |
| 343    | State Dept Conserv/Recylg              | 28,000                |                           |                      | 0               | 28,000                |
| 344    | CALTRANS Grant                         | 1,439,163             |                           | 1,248,678            | 1,248,678       | 2,687,841             |
| 345    | Measure WW Park Bond Grant             | 3,007,490             |                           |                      | 0               | 3,007,490             |
| 346    | CALTRANS Safe Routes 2 Schools         | 9,757                 |                           |                      | 0               | 9,757                 |
| 347    | Shelter+Care HUD                       | 5,168,632             |                           |                      | 0               | 5,168,632             |
| 348    | Shelter+Care County                    | 546,638               |                           |                      | 0               | 546,638               |
| 349    | JAG Grant                              | 122,500               |                           |                      | 0               | 122,500               |
| 350    | Bioterrorism Grant                     | 273,188               |                           | 233,724              | 233,724         | 506,912               |
| 501    | Capital Improvement Fund               | 23,716,859            |                           |                      | 0               | 23,716,859            |
| 502    | Phone System Replacement               | 198,000               |                           |                      | 0               | 198,000               |
| 503    | FUND\$ Replacement                     | 16,301,023            |                           |                      | 0               | 16,301,023            |
| 504    | PEG-Public, Education & Government     | 100,000               |                           |                      | 0               | 100,000               |
| 506    | Measure M - Street & Watershed Impv    | 1,558,071             |                           |                      | 0               | 1,558,071             |
| 511    | Measure T1 - Infra & Facil.            | 34,864,903            | 206,839                   | 419,727              | 626,566         | 35,491,469            |
| 512    | Measure O Housing Bonds                |                       |                           | 25,100,000           | 25,100,000      | 25,100,000            |
| 552    | 09 Measure FF Debt Service             | 1,619,731             |                           |                      | 0               | 1,619,731             |
| 553    | 2015 GORBS                             | 2,612,468             |                           |                      | 0               | 2,612,468             |
| 554    | 2012 Lease Revenue Bonds BJPFA         | 502,402               |                           |                      | 0               | 502,402               |
| 555    | 2015 GORBS - 2002 G.O. Refunding Bonds | 482,600               |                           |                      | 0               | 482,600               |
| 556    | 2015 GORBS (2007, Series A)            | 181,674               |                           |                      | 0               | 181,674               |
| 557    | 2015 GORBS (2008 Measure I)            | 612,562               |                           |                      | 0               | 612,562               |
| 558    | 2010 COP (Animal Shelter)              | 404,498               |                           |                      | 0               | 404,498               |
| 559    | Measure M GO Street & Water Imps       | 1,647,738             |                           |                      | 0               | 1,647,738             |
| 560    | Infrastructure & Facilities Measure T1 | 2,470,306             |                           |                      | 0               | 2,470,306             |
| 601    | Zero Waste                             | 50,199,795            |                           |                      | 0               | 50,199,795            |
| 606    | MAR - Costal Conservancy               | 125,400               |                           |                      | 0               | 125,400               |
| 607    | MAR - Dept of Boating & WTRWY          | 0                     |                           | 130,000              | 130,000         | 130,000               |
| 608    | Marina Operation                       | 8,331,523             |                           |                      | 0               | 8,331,523             |
| 611    | Sewer                                  | 39,620,563            |                           |                      | 0               | 39,620,563            |
| 612    | Private Sewer Lateral FD               | 197,441               |                           |                      | 0               | 197,441               |
| 616    | Clean Storm Water                      | 4,911,076             |                           |                      | 0               | 4,911,076             |
| 621    | Permit Service Center                  | 20,791,330            |                           |                      | 0               | 20,791,330            |
| 622    | Unified Program (CUPA)                 | 921,461               |                           |                      | 0               | 921,461               |
| 627    | Off Street Parking                     | 7,918,599             |                           |                      | 0               | 7,918,599             |
| 631    | Parking Meter                          | 10,155,921            |                           |                      | 0               | 10,155,921            |
| 636    | Building Purchases and Management      | 3,301,749             |                           |                      | 0               | 3,301,749             |
| 671    | Equipment Replacement                  | 6,988,814             |                           | 3,244,760            | 3,244,760       | 10,233,574            |
| 672    | Equipment Maintenance                  | 8,945,238             |                           | 75,000               | 75,000          | 9,020,238             |
| 673    | Building Maintenance Fund              | 4,674,225             |                           |                      | 0               | 4,674,225             |
| 674    | Central Services                       | 396,985               |                           |                      | 0               | 396,985               |
| 675    | Computer Replacement Fund              | 114,000               |                           |                      | 0               | 114,000               |
| 676    | Workers Compensation                   | 6,534,674             |                           |                      | 0               | 6,534,674             |
| 678    | Public Liability                       | 3,274,495             |                           |                      | 0               | 3,274,495             |



## SUMMARY OF APPROPRIATIONS BY FUND

| Fund # | Fund                                      | FY 2020<br>Revised #2 | 3rd AAO                   |                      |                 | FY 2020<br>Revised #3 |
|--------|-------------------------------------------|-----------------------|---------------------------|----------------------|-----------------|-----------------------|
|        |                                           |                       | Unencumbered<br>Carryover | Other<br>Adjustments | Total<br>Amend. |                       |
| 680    | Information Technology                    | 16,093,237            |                           |                      | 0               | 16,093,237            |
| 762    | Successor Agency - Savo DSF               | 56,960                |                           |                      | 0               | 56,960                |
| 774    | Sustainable Energy Fin District           | 28,748                |                           |                      | 0               | 28,748                |
| 776    | Thousand Oaks Underground                 | 100,350               |                           |                      | 0               | 100,350               |
| 777    | Measure H - School Tax                    | 500,002               |                           |                      | 0               | 500,002               |
| 778    | Measure Q - CFD#1 Dis. Fire Protect Bond  | 815,499               |                           |                      | 0               | 815,499               |
| 779    | Spl Tax Bds. CFD#1 ML-ROOS                | 1,440,883             |                           |                      | 0               | 1,440,883             |
| 781    | Berkeley Tourism BID                      | 650,000               |                           | 69,430               | 69,430          | 719,430               |
| 782    | Elmwood Business Improvement District     | 30,001                |                           |                      | 0               | 30,001                |
| 783    | Solano Ave BID                            | 25,000                |                           |                      | 0               | 25,000                |
| 784    | Telegraph Avenue Bus. Imp. District       | 515,637               |                           |                      | 0               | 515,637               |
| 785    | North Shattuck BID                        | 182,647               |                           |                      | 0               | 182,647               |
| 786    | Downtown Berkeley Prop & Improv. District | 1,400,164             |                           |                      | 0               | 1,400,164             |
| 801    | Rent Board                                | 5,497,649             |                           |                      | 0               | 5,497,649             |
|        | GROSS EXPENDITURE:                        | 701,313,370           | 709,459                   | 46,893,384           | 47,602,843      | 748,916,213           |
|        | Dual Appropriations                       | (37,596,671)          |                           | (1,636,067)          | (1,636,067)     | (39,232,738)          |
|        | Revolving & Internal Service Funds        | (47,764,520)          |                           | (3,319,760)          | (3,319,760)     | (51,084,280)          |
|        | NET EXPENDITURE:                          | 615,952,179           | 709,459                   | 41,937,557           | 42,647,016      | 658,599,195           |



## ORDINANCE NO. 7,701-N.S.

AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE A LICENSE AGREEMENT AND ANY NECESSARY AMENDMENTS WITH DOROTHY DAY HOUSE FOR REAL PROPERTY LOCATED AT 1931 CENTER STREET

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. The City Council finds as follows:

- a. In June 2020, City Council allocated \$565,963 for fiscal year 2020 to Dorothy Day House's shelter program. Dorothy Day House has an existing contract (Contract No. 22000510) with the City of Berkeley and has been providing drop-in and shelter services continually since July 1, 2019; and
- b. In June 2018 as part of the biennial budget process, City Council allocated \$400,000 for fiscal year 2019 to Dorothy Day House to continue to operate the expanded winter shelter every night; and
- c. Dorothy Day House operated the winter shelter at the North Berkeley Senior Center (NBSC) at 1901 Hearst Avenue and must be relocated due to site closure; and
- d. The basement at 1931 Center Street allows Dorothy Day House to operate the expanded winter shelter, on a continuous basis; and

Section 2. The City Manager or her designee is hereby authorized to enter into a license agreement and necessary amendments starting July 1, 2019 with Dorothy Day House for real property located at 1931 Center Street, which property is more specifically described in the property description attached to the proposed lease as Exhibit A.

Section 3. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

At a regular meeting of the Council of the City of Berkeley held on May 12, 2020, this Ordinance was passed to print and ordered published by posting by the following vote:

Ayes: Bartlett, Davila, Droste, Hahn, Harrison, Kesarwani, Robinson, Wengraf, and Arreguin.

Noes: None.

Absent: None.

## LICENSE AGREEMENT

This AGREEMENT is entered into on July 1, 2019 by and between the CITY OF BERKELEY, a Charter City organized and existing under the laws of the State of California ("City") and DOROTHY DAY HOUSE ("Licensee"), a non-profit corporation under the laws of the State of California, who agree as follows doing business at P.O. Box 12701, Berkeley, CA 94712 who agrees as follows:

### 1. LICENSE

- a. Subject to all the terms and conditions herein, City hereby grants Licensee use of that portion of the City's property at 1931 Center Street in Berkeley, County of Alameda, State of California ("the Property") shown on Exhibit A (hereinafter "the Premises"), attached hereto and made a part hereof. This License is not a lease; Licensee does not by this License obtain an exclusive right, against the City or the public, to any part of the Property.
- b. This License is granted for the purpose of providing overnight shelter services to single individuals aged 18 or older in Berkeley seven (7) nights per week.
- c. This License is granted for the purpose of providing drop-in services to single individuals aged 18 or older in Berkeley seven (7) days per week from 8 a.m. to 4:30 p.m.
- d. This License is granted for the purpose of preparing food in the 1931 Center Street basement kitchen for the drop-in services and shelter seven (7) days and nights per week to the participants of the programs in the 1931 Center Street basement.

### 2. TERM

This License shall take effect once executed by Licensee and approved by the Berkeley City Council (the "effective date"). It shall remain in effect on a month-to-month basis, starting with the effective date, subject to the following:

Either party may terminate this License for any reason with thirty (30) days' prior written notice to the other party. Either party may terminate this License for default upon fifteen (15) days' written notice to the other party if the other party has substantially failed to fulfill any of its obligations under this License in a timely manner.

### 3. LICENSE FEE

In consideration of the rights conveyed by this License, Licensee shall pay to City \$100.00 (ONE HUNDRED DOLLARS) per year which shall be due and payable upon execution of this agreement, as specified in Exhibit B.

**4. NOTICES**

A written notice shall be deemed served upon mailing said notice to the other party and depositing the same with the U.S. Post Office, first class mail, with postage paid.

For purposes of this License, all notices to the City shall be addressed to:

Real Property Division  
Public Works Department  
1947 Center Street, 4th F.  
Berkeley, CA 94704

For purposes of this License, all notices to Licensee shall be addressed to:

David Stegman, Executive Director  
Dorothy Day House  
P.O. Box 12701  
Berkeley, CA 94712

**5. GENERAL OCCUPANCY RULES AND REGULATIONS**

- a. City may waive any one or more of the occupancy rules or regulations contained in this License Agreement for the benefit of any particular licensee or licensees, but no waiver by City shall be construed as a waiver of those rules and regulations in favor of any other licensee, nor prevent City from enforcing any of those rules and regulations against any or all of the licensees of 1931 Center Street. Any waiver of rules and regulations by City shall be in writing.
- b. City reserves right at any time to change or rescind any one or more of the rules and regulations or to make additional reasonable rules and regulations that, in City's judgment, may be necessary for:
  1. Management, safety, care and cleanliness of the premises, building and real property; and
  11. Preservation of good order; and
  111. Convenience of other occupants and licensees in the premises, building and real property.

**6. PARKING**

City will permit Licensee to access on a temporary basis two parking spaces (#5 and #11) in the parking lot at the rear of the Premises. Access to the parking space is not guaranteed for the term of this License or for any specified term and may be withdrawn at any time within the sole discretion of City. Licensee's access

to and use of the parking space and any portion of the parking lot is subject to all the terms and conditions of Paragraph 16 (Indemnity) and Paragraph 17 (Insurance) as shown on Exhibit C.

**7. HEALTH, SAFETY AND ACCESSIBILITY (Applicable to licensees described below)**

Dorothy Day House (DDH) shall comply with the [Alameda County Emergency Shelter Standards for Year-Round Shelters](#).

**8. MAINTENANCE AND ALTERATIONS**

Licensee shall maintain the Premises used pursuant to this License in good order and repair and reasonably free and clean of all debris, trash and rubble. Upon termination of this License Agreement, Licensee shall, at its own cost, remove any equipment or materials installed by Licensee and shall surrender the Premises to City in the same condition as at the commencement of the License with the exception of regular wear and tear. Licensee shall reimburse the City for any expenses incurred by the City for any damage to the Premises resulting solely from Licensee's use of the Premises.

- a. Licensee shall not construct or place any facilities on the Premises or the Property, or install any equipment on the Premises or the Property, or make any alterations or improvements to the Premises or the Property, without the City's prior written consent.
- b. The City shall be responsible for the payment of water, gas, electricity, trash collection, water and sewer utilities and other services delivered to the premises. Licensee shall pay the City a fee as provided in Section 3 above. Licensee shall be directly responsible for paying fees for other services, such as internet and phone.
- c. No sign, placard, picture, name advertisement, or notice visible from the exterior of the premises will be inscribed, painted, affixed or otherwise displayed by Licensee on any part of 1931 Center without the prior written consent of the City. Material visible outside the building will not be permitted.
- d. Licensee acknowledges that the City does not currently have and is not likely to have in the future sufficient funding to improve, retrofit, refurbish or maintain the Property and Licensee agrees to accept the Premises in their "as is" condition.
- e. Licensee shall assume all responsibility for protecting the premises from theft, robbery, pilferage, vandalism, damage or waste, including keeping doors locked and other means of entry to the premises closed and turning off all water faucets, water apparatus, and utilities.

- f. Licensee shall conduct business in a manner that will not cause damage to the building or property including but not limited to not overloading the circuits, inappropriate use of extension cords, and exceeding maximum weight onstage and any other floor area.

## 9. **SECURITY**

- a. Pursuant to BMC Section 13.36.065, Licensee shall comply with security rules for City buildings. The City Manager's building security rules are designed to maintain the safety of City employees and patrons, facilitate the City's ability to do government business and provide services, and prevent damage to City facilities. (See Attachment 1.)
- b. Access keys to the building and to Licensee's space shall be provided by Public Works Maintenance only and no keys shall be duplicated without consent of the City of Berkeley Public Works Maintenance Division. Licensee may not change any locks. The City must have access to all space in the building in the event of an emergency.

Courtyard: Dorothy Day House (DDH) staff will open the gate at 7:30 a.m. and close the gate at 4:30 p.m. During this time, DDH will oversee guests in the courtyard and will be responsible for responding appropriately when unsafe behavior by clients on the premises threatens the safety of the building or the general public. DDH will monitor shelter participant use of courtyard as well.

Parking Lot: Dorothy Day House (DDH) staff will patrol the parking lot area and will be responsible for responding appropriately when unsafe behavior by clients on the premises threatens the safety of the building or the general public.

- c. Front Steps: DDH staff will ensure security of the front steps jointly daily and keep an activity log.

## 10. **MAINTENANCE**

**Dorothy Day House** is responsible for the maintenance, operation, and safety of the building. This includes being responsible for repairing damage or system failures caused by the tenant or any person(s) or client(s) the tenant has allowed on the Premises.

Tenant responsibilities include, but are not limited to:

- Bed bug treatment and pest treatment
- Clearing/repair of clogged drains limited to 25 feet;
- Replacement of light bulbs accessible with a household step ladder, including the light bulb supply;



- Grease trap maintenance
- Sanitary installations, fixtures and fittings (such as Tampon dispenser, soap dispenser, faucet, shower valve and clogged sink, etc.);
- Replacement and/or repairs of all appliances including kitchen and bathroom fixtures such as refrigerators and stoves;
- Repair and/or replacement of walls, doors and windows damaged by the tenants and/or their clients/customers;
- Prevention of excessive moisture and condensation of which could result in mold;
- Taking sensible precautions to prevent damage to the building and its contents;
- Responding appropriately to unsafe behaviors that occur on the Premises including the front steps, courtyard and parking lot; and
- Providing all janitorial services.

**Public Works Department** will perform and/or delegate to third party to perform the following maintenance work:

- Pest control – Contract with Pest Control Company to manage rodent bait stations – monthly service
- Alarm system: Fire sprinkler and alarm testing, maintenance and repair;
- HVAC System
- Mechanical and electrical maintenance and system repair
- Replacement of light bulbs/lamps requiring a ladder or lift, including light bulb/lamp supply;
- Repair of the boiler and heater(s), and hot water system repairs(located in the steam pipe between the boiler and radiators) due to system failure;
- Repair of bathroom and other ventilation fans;
- Water leak or pipe rupture due to plumbing system failure (located in the pipe between the water meter to the stop valve at each fixture);
- Annual kitchen fire suppression system testing, maintenance and repair
- Any other preventive maintenance services

**Procedure for Service Calls:**

- 1) If emergency – major system failure, call 311, 7 days a week
- 2) If not, wait until Monday a.m. and call 311

DDH to submit request via 311 for PW maintenance work. PW will respond within 72 hours and/or come out to assess to decide next step and who is responsible for follow up based on the responsibilities listed above.

**11. USE OF SHARED SPACE**

- a. Use of the kitchen will be exclusively for Dorothy Day House (DDH). Any DDH volunteers must be under supervision by a team leader.

- b. DDH team leaders will have access to the kitchen throughout the day in order to clean and receive deliveries;
- c. Use of the conference room on the auditorium level shall be based on the Conference Room Schedule. (See Attachment 4.) The conference room shall be available on a first-come first-served basis during all vacant periods.
- d. Two parking space in the parking lot behind the building shall be assigned Licensee.

**12. NO SMOKING**

- a. Pursuant to Berkeley Municipal Code (BMC) ch. 12.70, no smoking is allowed in public places. This prohibition includes, but is not limited to within 20 feet of any entrance, exit or air intake vent to 1931 Center Street, except while passing on the way to another destination.
- b. No smoking is permitted in the parking lot or courtyard at 1931 Center Street.

**13. ENVIRONMENTAL**

Licensee shall follow all environmental rules and regulations as they apply to City agencies. Specifically, Licensee shall minimize waste and recycle and compost, as per Recycling and Composting Guidelines for City Buildings. Guidelines for creating a recycling program are attached as Attachment 2. Licensee must participate in a recycling service provided by the City or provide an acceptable alternative with the approval of the City's Recycling Supervisor. To that end, Licensee shall:

Assign someone to be in charge of its recycling programs, and to communicate needs and questions to the City's Solid Waste Management Division.

- i. Recycle corrugated cardboard, office papers and beverage containers (glass bottles, plastic bottles, and cans)
- ii. Place collection containers for paper at desk sides and copy rooms, and break rooms. (See Attachment 2 for details.)
- iii. Provide a location for custodians to pick up flattened empty cardboard boxes. A central paper container is acceptable.
- iv. Educate employees and new employees about recycling procedures.
- v. Cooperate with the custodial service to make recyclables available for collection.
- vi. Recycle batteries and office equipment (contact the City's Solid Waste Management Division for information about vendors).

- vii. Cafeterias and commercial kitchens may participate in the City's organics recycling program, with the approval of the City's Solid Waste Supervisor. City provides containers and training.
- viii. Licensee shall recycle construction waste from tenant improvements.
- ix. Licensee shall conserve energy as specified in the City Manager's January 11, 2001 memorandum as shown in Attachment 3.

**14. ACCESS TO PROPERTY: TAXES, ASSESSMENTS, AND OTHER CHARGES**

- a. City, including its agents and employees, reserves the right to enter the Property and make any improvements thereon at reasonable times and with reasonable notice, provided such entry does not cause unreasonable interference with Licensee's activities.
- b. Licensee shall pay all personal property taxes levied on account of personal property owned by Licensee on the Property, and pay any in-lieu, possessory interest, or use taxes imposed by reason of Licensee's use or occupancy of the Property.

**15. ASSIGNMENT AND SUBLICENSING PROHIBITED**

The License is personal to Licensee. Notwithstanding references to assignees and/or sublicensees elsewhere in this License Agreement, if any, Licensee may not assign or sublicense this License in whole or in part without the prior written consent of the City, and any attempt to assign or any attempt to assign or sublicense this License shall terminate it.

**16. INDEMNIFICATION**

- a. To the fullest extent permitted by law, Licensee shall (1) immediately defend and (2) indemnify Landlord, and its directors, officers, and employees from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with the License. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Licensee's obligation to indemnify applies regardless of whether a liability is a result of the negligence of any other person, unless it is adjudicated that the liability is caused by the sole active negligence or sole willful misconduct of an indemnified party.
- b. The duty to defend is a separate and distinct obligation from the Licensee's duty to indemnify. The Licensee shall be obligated to defend, in

all legal, equitable, administrative, or special proceedings, with counsel approved by the Landlord, the Landlord and its directors, officers, and employees, immediately upon submittal to the Licensee of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. A determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Licensee from its separate and distinct obligation to defend Landlord. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Licensee asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Licensee may submit a claim to the Landlord for reimbursement of reasonable attorneys' fees and defense costs.

- c. The review, acceptance or approval of any of Licensee's work or work product by any indemnified party shall not affect, relieve or reduce the Licensee's indemnification or defense obligations. This Section survives the termination of this License. The provisions of this Section are not limited by and do not affect the provisions of this License relating to insurance.
- d. Liabilities subject to this Section include any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Licensee or any of the Licensee's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or subcontractor of the Licensee or its subcontractors, the Licensee shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractor.
- e. Neither Licensee nor its assignees, heirs, guardians, and legal representatives shall make a claim against or sue City or its employees, agents or contractors for injury or damage resulting from the negligence, whether active or passive, or other acts, however caused, by any employee, agent, or contractor of the City as a result of Licensee's presence on the Property. Licensee hereby acknowledges that the Property specifically and 1931 Center Street generally requires certain structural or code upgrades and accepts the conditions of the premises "as is."
- f. LICENSEE ACKNOWLEDGES THAT 1931 CENTER STREET HAS BEEN DEEMED TO BE UNSAFE AND SUBJECT TO SEVERE DAMAGE DURING ANY MAJOR EARTHQUAKE. LICENSEE OCCUPIES THE BUILDING AT ITS OWN RISK. LICENSEE HEREBY RELEASES AND

DISCHARGES THE CITY OF BERKELEY AND ITS EMPLOYEES, AGENTS, AND CONTRACTORS, FROM ALL ACTIONS, CLAIMS OR DEMANDS THAT LICENSEE, ITS HEIRS, GUARDIANS, AND LEGAL REPRESENTATIVES NOW HAVE OR MAY HAVE IN THE FUTURE FOR INJURY RESULTING FROM AN EARTHQUAKE.

**17. INSURANCE**

- a. Licensee at its cost shall maintain commercial general liability and property damage insurance with a single combined liability limit of \$2,000,000.00 and property damage limits of not less than \$100,000.00 per occurrence insuring against all liability of Licensee and its authorized representatives arising out of and in connection with Licensee's use or occupancy of the Property. All such insurance shall insure performance by Licensee of the preceding indemnity provisions. All insurance shall name the City of Berkeley, its officers, agents, volunteers and employees as additional insureds and shall provide primary coverage with respect to the City.
- b. If the insurance referred to above is written on a Claims Made Form, then following termination of this License, coverage shall survive for a period of not less than five years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this License.
- c. Licensee at its cost shall maintain on all its personal property, Licensee's improvements, and alterations, in, on, or about the Premises, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements. This coverage shall be, considered primary, and the proceeds from any such policy shall be used by Licensee for the replacement of personal property or the restoration of Licensee's improvements or alterations.
- d. If Licensee employs any person, it shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the City. The workers' compensation insurance shall: provide that the insurance carrier shall not cancel, terminate, or otherwise modify the terms and conditions of said insurance except upon thirty (30) days prior written notice to the City; provide for a waiver of any right of subrogation against City to the extent permitted by law; and be approved as to form and sufficiency by the City's Risk Manager.
- e. Licensee shall forward all insurance documents to  
Real Property Administrator  
Public Works Department  
1947 Center Street, 4th Flr.  
Berkeley, CA 94704

**18. CONFORMITY WITH LAW**

- a. Licensee shall observe and comply with all applicable laws. Licensee shall release, defend, indemnify and hold harmless City, its officers, agents, volunteers and employees from any and all damages, liability, fines, penalties and consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.
- b. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this License, Licensee shall immediately notify the City's Risk Manager by telephone. If any accident occurs in connection with this License, Licensee shall promptly submit a written report to City, in such form as the City may require. This report shall include the following information: 1) name and address of the injured or deceased person(s); 2) name and address of Licensee's sub licensee, if any; 3) name and address of Licensee's liability insurance carrier; and 4) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.
- c. If a release of hazardous materials or hazardous waste occurs in connection with the performance of this License, Licensee shall immediately notify the Berkeley Police Department and the City's Emergency and Toxics Management office.
- d. Licensee shall not store hazardous materials or hazardous waste within the City of Berkeley without a proper permit from the City.

**19. INDEPENDENT CAPACITY**

For purposes of this License, and for the duration of this License, Licensee, including its agents and employees, shall be, and is, an independent contractor and not an agent or employee of the City. Licensee has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting Licensee in the performance of this License. Licensee shall be solely responsible for all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other regulations governing such matters, and shall be solely responsible for its own acts and those of its agents and employees.

**20. CITY NON-DISCRIMINATION ORDINANCE**

Licensee hereby agrees to comply with the provisions of Berkeley Municipal Code ("BMC") Chapter 13.26 as amended from time to time. In the performance of this License, Licensee agrees as follows:

- a. Licensee shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin; age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.
- b. Licensee shall permit the City access to records of employment, employment advertisements, application forms, EE0-1 forms, affirmative action plans and any other documents which, in the opinion of the City, are necessary to monitor compliance with this non-discrimination provision. In addition, Licensee shall fill out, in a timely fashion, forms supplied by the City to monitor this non-discrimination provision.

**21. NON-DISCRIMINATION AGAINST PERSONS WITH DISABILITIES**

- a. If Licensee provides any aid, service or benefit to others on the City's behalf, Licensee shall, in the provision of such aid, service or benefit, observe and comply with all applicable provisions of Title II of the Americans with Disabilities Act of 1990 and any amendments thereto. Licensee shall further observe and comply with all applicable federal, state, municipal and local laws, ordinances, codes and regulations prohibiting discrimination against individuals with disabilities and shall ensure that individuals with disabilities are not excluded from participating in or receiving benefits, services or activities of the City.
- b. If Licensee is or becomes a "public accommodation" as defined in Title III of the Americans with Disabilities Act of 1990, Licensee shall observe and comply with all applicable provisions of the Act and any amendments thereto, and all applicable federal, state, municipal and local laws, ordinances, codes and regulations prohibiting discrimination on the basis of disability in the full and equal enjoyment of goods, services, facilities, privileges, advantages, or accommodations offered by the Licensee. All of Licensee's activities must be in accordance with these laws, ordinances, codes, and regulations, and Licensee shall be solely responsible for complying therewith.

**22. OPPRESSIVE STATES**

- a. In accordance with Resolution No. 59,853-N.S., Licensee certifies that it has no contractual relations with, and agrees during the term of this License to forego contractual relations to provide personal services to or to purchase, sell, lease or distribute commodities in the conduct of business with, the following entities:
  - 1. The governing regime in any Oppressive State.
  - 11. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
  - 111. Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and

wholly-owned subsidiaries (to the extent that their operations are related to the purpose of its contract with the City), for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

- b. For purposes of this License, the Tibet Autonomous Region and the provinces of Abo, Kham, and U-Tsang shall be deemed oppressive states.
- c. Licensee's failure to comply with this section shall constitute a default of this License and City may terminate this License pursuant to Section 2. In the event that the City terminates this License due to a default under this provision, City may deem Licensee a non-responsible bidder for five (5) years from the date of termination.

**23. LIVING WAGE ORDINANCE**

- a. Licensee agrees to comply with Berkeley Municipal Code Chapter 13.27, the Berkeley Living Wage Ordinance. If Licensee employs six (6) or more part-time or full-time employees, and generates \$350,000 or more in annual gross receipts, Licensee will be required to provide all eligible employees with City mandated minimum compensation during the term of this License, as defined in B.M.C. Chapter 13.27, and well as comply with the terms enumerated herein.
- b. Licensee shall be required to maintain all reasonable records and documents that would establish whether Licensee is subject to Berkeley's Living Wage Ordinance (LWO). If Licensee is subject to the LWO, as defined therein, Licensee shall be further required to maintain monthly records of those employees located on the Property. These records shall include the total number of hours worked, the number of hours spent providing service on the Property, the hourly rate paid, and the amount paid by Licensee for health benefits, if any, for each of its employees providing services under the License. The records described in this Section shall be made available upon the City's request. The failure to produce these records upon demand shall be considered grounds for termination of this License in accordance with section 2 of this License.
- c. If Licensee is subject to the LWO, Licensee shall include the requirements of the ordinance, as defined in B.M.C. Chapter 13.27, in any and all sublicense agreements in which Licensee enters with regard to the Property. Sublicensees shall be required to comply with this ordinance with regard to any employees who spend 25% or more of their compensated time on the Property.



- d. If Licensee fails to comply with the requirements of the LWO and this License, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Licensee's failure to comply with this Section shall be considered grounds for termination of this License in accordance with section 2 of this License.

In addition, at City's sole discretion, Licensee may be responsible for liquidated damages in the amount of \$50 per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that Licensee's failure to pay any of its eligible employees at least the applicable living wage rate will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty of forfeiture for Licensee's breach.

#### **24. BERKELEY EQUAL BENEFITS ORDINANCE**

- a. Licensee hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29. If Licensee generates \$350,000 or more in annual gross receipts, Licensee will be required to provide all eligible employees with City mandated equal benefits during the term of this License, as defined in B.M.C. Chapter 13.29, as well as comply with the terms enumerated herein.
- b. If Licensee is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Licensee agrees to supply the City with any records the City deems necessary to determine compliance with this provision. Failure to do so shall be considered grounds for termination of this License in accordance with section 2 of this License.
- c. If Licensee fails to comply with the requirements of this Section, City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Licensee's failure to comply with this Section shall constitute grounds for termination of this License in accordance with section 2 of this License.

In addition, at City's sole discretion, Licensee may be responsible for liquidated damages in the amount of \$50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Licensee's failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach

that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Licensee's breach.

**25. CONFLICT OF INTEREST PROHIBITED**

- a. In accordance with Government Code section 1090, Berkeley City Charter section 36, and the B.M.C. Chapter 3.64, neither Licensee nor any employee, officer, director, partner or member of Licensee, or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a City board, committee or commission member, who has directly or indirectly influenced the making of this License.
- b. In accordance with Government Code section 1090 and the Political Reform Act, Government Code section 87100 *et seq.*, no person who is a director, officer, partner, trustee, employee or consultant of the Licensee, or immediate family member of any of the preceding, shall make or participate in a decision made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Licensee.
- c. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 *et seq.*, its implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64.

**26. NUCLEAR FREE BERKELEY**

Licensee agrees to comply with B.M.C. Chapter 12.90, the Nuclear Free Berkeley Act.

**27. SANCTUARY CITY CONTRACTING**

Licensee agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Licensee agrees not to provide the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security with any Data Broker or Extreme Vetting Services as defined herein.

- a. "Data Broker" means either of the following:
  - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies; or

- ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include the City's computer-network health and performance tools.

**28. RECYCLED PAPER FOR WRITTEN REPORTS**

If Licensee is required by this License to prepare a written report or study, Licensee shall use recycled paper for said report or study when such paper is available at a cost of not more than ten percent (10%) more than the cost of virgin paper, and when such paper is available at the time it is needed. For the purposes of this License, recycled paper is paper that contains at least fifty percent (50%) recycled product. If recycled paper is not available, Licensee shall use white paper. Written reports or studies prepared under this License shall be printed on both sides of the page whenever practical.

**29. PESTICIDES: EFFECT ON SUCCESSORS AND ASSIGNS: RISK OF LOSS**

- a. All use of pesticides on the premises shall be in compliance with the City of Berkeley's Pesticide Use Policy as it exists at the time of such use.
- b. This License shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.
- c. Licensee bears all risk of loss under this License.

**30. AUDIT**

The City Auditor's Office, or its designee, may conduct at any time an audit of Licensee's financial and compliance records maintained in connection with the operations and services performed under this License, and with the payments made under this License. In the event of such audit, Licensee agrees to make all such financial and compliance records available to the Auditor's Office, or its designee. City agrees to provide Licensee an opportunity to discuss and respond to any findings before a final audit report is filed.

**31. SETOFF AGAINST DEBTS**

Licensee agrees that City may deduct from any payments due to Licensee under this License any amounts due to the City, and any monies that Licensee owes City under any ordinance, agreement or resolution for any unpaid taxes, fees, licenses, unpaid checks or other amounts.

**32. GOVERNING LAW; AMENDMENTS**

- a. The laws of the State of California shall govern this License.
- b. The term of this License shall not be altered or otherwise modified except by a written amendment to this License executed by City and Licensee.

**33. CITY BUSINESS LICENSE; PAYMENT OF TAXES. TAX I.D. NUMBER**

- a. Licensee has obtained a City business license as required by B.M.C. Chapter 9.04, and its license number is written below; or, Licensee is exempt from the provisions of B.M.C. Chapter 9.04 and has written below the specific B.M.C. section under which it is exempt. Licensee shall pay all state and federal income taxes and any other taxes due. Licensee certifies under penalty of perjury that the taxpayer identification number written is correct.

**34. SEVERABILITY; WAIVER**

- a. If any part of this License or the application thereof is declared invalid for any reason, such invalidity shall not affect the other terms of this License which can be given effect without the invalid provision or application, and to this end the provisions of this License are declared to be severable.
- b. Failure of City to insist on strict performance shall not constitute a waiver of any of the provisions of this License or a waiver of any other default of Licensee.

**35. ENTIRE AGREEMENT**

- a. The terms and conditions of this License, all exhibits attached and any documents expressly incorporated by reference represent the entire agreement between the parties with respect to the subject matter of this License. This License shall supersede any and all prior agreements, oral or written, regarding the subject matter between City and Licensee. No other agreement, statement, or promise relating to the subject matter of this License shall be valid or binding except by a written amendment to this License.
- b. If any conflicts arise between the terms and conditions of this License and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this License shall control.

IN WITNESS WHEREOF, City and Licensee have executed this License as of the date written on the first paragraph of this License.

CITY OF BERKELEY

By \_\_\_\_\_  
CITY MANAGER

Registered by:

Approved as to form:

\_\_\_\_\_  
CITY AUDITOR

\_\_\_\_\_  
CITY ATTORNEY

Attest:

\_\_\_\_\_  
CITY CLERK

Dorothy Day House By: \_\_\_\_\_  
David Stegman  
Executive Director

Tax Identification No. \_\_\_\_\_

Berkeley Business License No. \_\_\_\_\_

Incorporated: Yes \_\_\_\_\_ No \_\_\_\_\_

Certified Woman Business Enterprise:  
Yes: \_\_\_\_\_ No: \_\_\_\_\_

Certified Minority Business Enterprise:  
Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, state ethnicity: \_\_\_\_\_

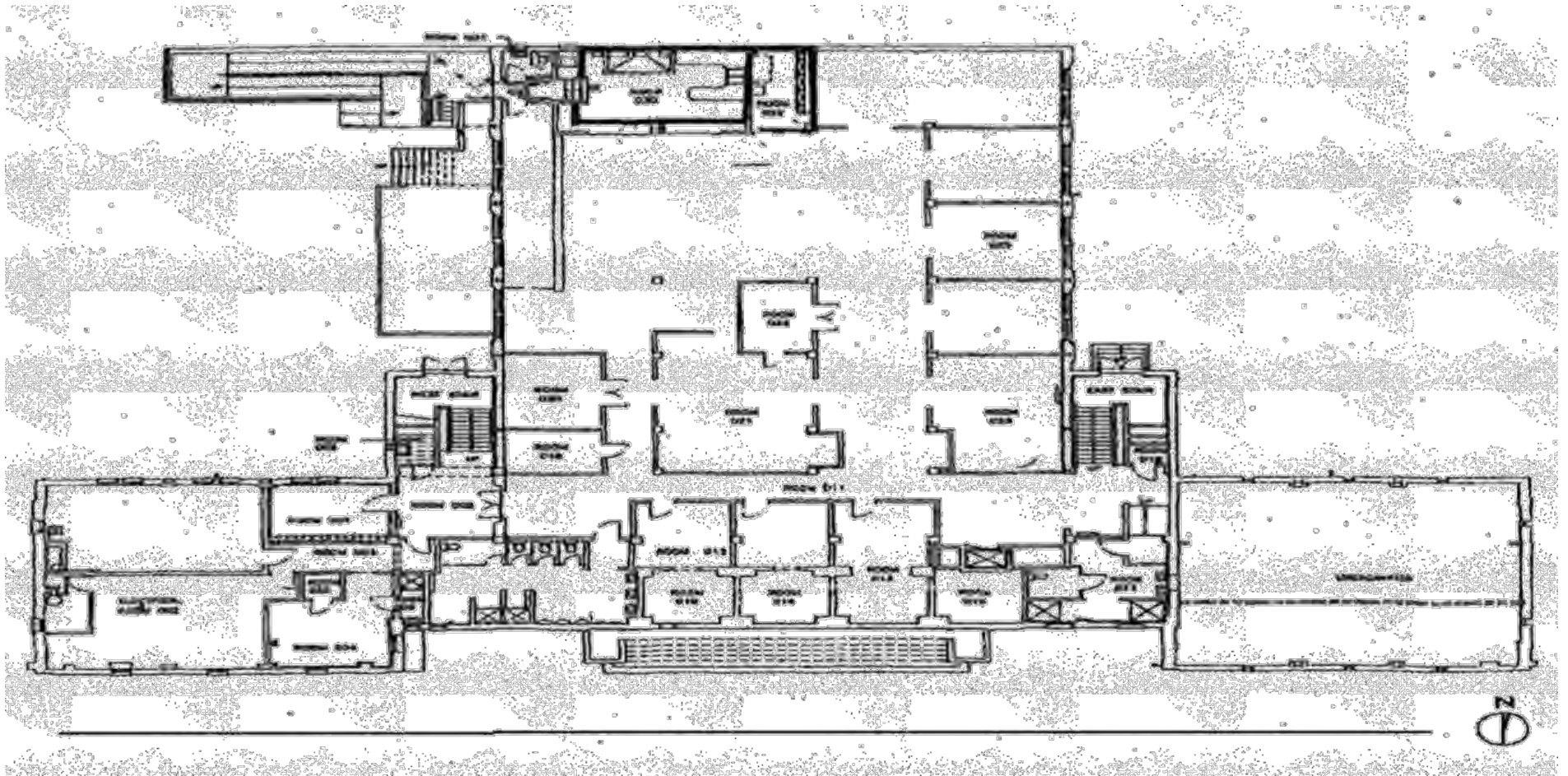
Certified Disadvantaged Business  
Enterprise: Yes: \_\_\_\_\_ No: \_\_\_\_\_

EXHIBIT A  
PROPERTY DESCRIPTION

Dorothy Day House has use of rooms 004, 007, 015, 016, 017, 018, 019 in the basement

Dorothy Day House's Drop In Center has use of all available floor space and rooms 012, 020 in the basement during the hours of 8 a.m. to 5 p.m.

Dorothy Day House's Shelter has use of all available floor space and office space 011, 013, 014, 029, 030 in the basement during the hours of 5 p.m. to 8 a.m. daily, and has exclusive\_ use of the shelter bays (rooms 023 through 027, inclusive), and the kitchen (rooms 029 and 030). (See plan below for details)



**EXHIBITB**

PAYMENT

- 1) Payments shall be due and payable upon execution of the agreement and the check made payable to the "City of Berkeley." Payments shall be paid at Finance Department Customer Service Center at 1947 Center Street, 1st Floor, Berkeley, CA 94704
- 2) Failure to make full payments on time is grounds for termination of this License by the City.
- 3) The license fee shall be \$100.00 per year.



EXHIBIT C



**SECURITY RULES FOR CITY BUILDINGS****Interior Rules/Signage**

1. No member of the public may enter an interior area of a City building once a City employee advises that the area is closed to the public.
2. No member of the public may enter an interior area of a City building that is signed in any manner that suggests that the public should not enter, unless given permission to enter by a City employee. Such signs include, but are not limited to: "Reception Area- Please Check In," "Private," and "Employees Only"
3. A member of the public may remain in the lobby, hallways, waiting areas, or similar public areas inside a City building only as long as necessary to conduct City-related business or contact an employee. Members of the public may not wait in a City building for a City employee indefinitely, and may be asked to return at another time when the employee is expected to be in the office. When signage is not practical: use verbal warnings.
4. Bathrooms in City buildings shall not be used for bathing or washing clothes, unless the bathroom is equipped for such uses and the person is authorized to use the bathroom for such purposes. Acceptable Signage, But Only If The Problem Is Recurring: "No Bathing Allowed" or "No Bathing Or Washing Laundry Allowed"
5. In City buildings, no member of the public may:
  - a. Yell, threaten, or use profanity or rude, insulting language against City staff, e.g., calling the City staff member a "bastard" or an "idiot" in an attempt to intimidate the staff member into doing something that the staff member cannot do;
  - b. Disturb or annoy anyone with loud or unreasonable noise;
  - c. Insist that City staff provide a service, explanation or document that City staff has made clear cannot be provided at that time;
  - d. Insist on meeting with a City staff member or supervisor after being told that the person is either not available or will not meet with the person;
  - e. Conduct oneself in a manner that obstructs or intimidates City staff or patrons;
  - f. Block City entrances, ramps, or exits;
  - g. Enter a City building with animals other than service animals authorized by law;
  - h. Ride bikes, skates, scooters, Segways, skateboards, and other devices designed to enhance mobility but not intended for indoor use;
  - i. Smoke, eat, or drink, except where expressly permitted;
  - j. Lie on the floor or sleep; or
  - k. Exude extremely offensive odors

## Exterior Rules/Signage

No member of the public may remain on the exterior steps or exterior grounds<sup>1</sup> of City buildings, unless the person is there to conduct City-related business or contact an employee.

Acceptable Signage: "No Sitting On Steps - BMC 13.36.065" and/or "Building Steps And Grounds For City Business Only-BMC 13.36.065."<sup>2</sup> (See following text of BMC 13.36)

"Exterior grounds" means the area between the outer building facade and the property line. Exterior grounds can include an off-street parking lot. However, a public sidewalk is not part of the exterior grounds. (BMC §. 13.36.065.(B).) Also, if t-he- City-only leases a portion of a building, this rule still applies

## Chapter 13.36 DISORDERLY CONDUCT\*

Section 13.36.065 Violating building security rules for City buildings.

- A. Purpose. The purpose of this section is to enable the City Manager to establish building security rules for buildings that the City of Berkeley owns or leases for City government business or services. The City Manager's building security rules will be designed to maintain the safety of City employees and patrons, facilitate the City's ability to do government business and provide services, and prevent damage to City facilities. The City Manager's building security rules may apply to all City buildings, as defined in this section, or only to specific City buildings, depending on the security needs at each site.
- B. Definitions. "City building" as used in this section means any building that the City of Berkeley owns or leases for the purpose of conducting City government business or providing City services. If only a part of the interior of a building is leased by the City for City government business or services, then "City building" shall apply to only that part of the interior of the building. In addition, if only a part of the interior of a building is leased by the City for City government business or services, then "City building" shall also include the entire exterior curtilage .of the building, unless the building owner or occupant authorizes the conduct prohibited by this section on the exterior curtilage.

"Curtilage" as used in this section means the exterior grounds of a building.

"Curtilage" shall include the steps and grounds that lie between the outer facade of the building and either (1) the public sidewalk, (2) a formally dedicated public park, or (3) the adjacent private property. Curtilage does not include the public sidewalk or a formally dedicated public park, but rather, ends there.

- C. Prohibited Conduct. No person shall violate the City Manager's building security rules governing any City building. The City Manager's building security rules shall promote safety for City employees and patrons, facilitate the City's ability to provide services, and/or help prevent damage to City facilities. The City

Manager's building security rules shall include, but need not be limited to, prohibiting persons from:

- (1) Entering designated areas that are not open to the general public inside of City buildings without permission from a City employee or agent, and
  - (2) Remaining inside of or on the curtilage of a City building without a purpose related to conducting business, accessing services, or contacting an occupant on the premises.
- D. Citation. No person shall be arrested or cited under this section unless the person engages in conduct prohibited by this section after having been notified by a City official that he or she is in violation of the prohibition in this section.
- E. Penalty. Notwithstanding the provisions of Section 13.36.100, violation of this section shall be either an infraction or a misdemeanor, in the discretion of the prosecutor, and upon conviction shall be punishable as set forth in Chapter 1.20 of this code. (Ord. 6486-NS § 1, 1999)

## SETTING UP A RECYCLING PROGRAM

### A. Recycling and Composting Guidelines

1. All occupants in City-owned facilities must participate in recycling services provided by the City or provide an acceptable alternative for approval of City's Recycling Supervisor.
  - a. Assign someone to be in charge of your recycling program, and communicate needs and questions to the City's Solid Waste Management Division.
  - b. Recycle corrugated cardboard, office papers and beverage containers (glass bottles, plastic bottles and cans).
  - c. Place collection containers at convenient locations for licensee and employees including at desk sides and copy rooms, and containers for bottles/cans. See Section B below.
  - d. Educate employees about recycling procedures.
  - e. Cooperate fully to make recyclables available for collection.
  - f. Recycle batteries and office equipment (contact City's Solid Waste Management Division for information about vendors).
  
2. Cafeterias and commercial kitchens may participate in the City's organics recycling program, with approval of refuse supervisor. The City will provide containers and training.
  
3. Licensee shall recycle construction waste from any licensee improvements.
  
4. The City shall provide the following services at standard rates:
  - a. Curbside collection service (cart) or on site for bins.
  - b. Containers for desk side, copy room and storage.
  - c. Assistance designing your recycling program.
  - d. Training and instructive posters.
  
5. Standard Rates:
  - a. There is no charge for recycling services for bottles/cans, papers and cardboard.
  - b. Organics collection is charged at 80% of equivalent refuse service.

### B. Recycling happens in four phases:

1. Convenient separation where it's first generated:
  - a. Container next to each desk to hold office paper and trash.
  - b. Container by each copy machine. This container should be at least 13 gallons and can double as the central container for the office.
  - c. Container for bottles/cans in the break room.
  
2. Move small amounts to a central collection container:

- a. Employees usually empty their desk side containers into a larger central container. Often this doubles as the copy-room container.
  - b. Employees put their bottles/cans into a container in the break room.
3. Licensee is responsible to transfer the paper to the\_ licensee's storage location, and setting storage containers by the curbside by 7:00 a.m. on collection day and bringing them back to the storage area as soon as possible after they are emptied.
4. The City will pick up recycling materials on the regular collection day.



Office of the City Manager

## MEMORANDUM

January 11, 2001

TO: All Staff

From: Weldon Rucker, Acting City Manager

RE: MUNICIPAL ELECTRIC LOAD CURTAILMENT

As you are aware, California's electric system is in a fragile condition. In order to prevent rolling blackouts, the City shall curtail municipal electric loads as described below. Since this problem is likely to persist, these procedures shall remain in effect until further notice.

The California Independent System Operator (ISO) issues alerts when power supply margins are too low. A Stage II emergency seeks voluntary load curtailment. A Stage III Emergency orders utilities to institute rolling black outs.

At all times, regardless of the ISO Emergency status, the procedures below shall be followed.

- 1) Site Safety Coordinators shall:
  - a) Ensure that non-essential equipment including copiers, printers, computers, lights, space heaters, air conditioners, fans and air compressors are turned off at the end of the day;
  - b) Ensure that Energy Saver features are enabled on all office equipment (copiers, printers, PCs, faxes);
  - c) Minimize use of incandescent lighting (call the Energy Office to replace incandescent desk lamps with fluorescents); and,
  - d) Be familiar with Stage II procedures.
- 2) No new incandescent (including halogen and quartz) floor or desk lamps may be purchased.
- 3) Information Systems shall set Energy Star features on all new installs and service calls.
- 4) Public Works Facilities Management shall review and correct settings on all setback thermostats (Operating hours: heat= 68 degrees; cooling= 74 degrees. Non-operating hours: heat= 55 degrees; cooling 90 = degrees).
- 5) Parks and Waterfront and Health and Human Services shall prepare a plan to notify ball field users of closures.

During Stage II Emergencies, the procedures below shall be followed:

- 1) Public Works and the Communications Center shall notify each other and Information Systems of the Stage II notice.
- 2) Information Systems shall send an email to Everyone (that includes excerpts from this document).
- 3) Site Safety Coordinators shall:
  - a) Disconnect electric vehicles from chargers;
  - b) Ensure all procedures above are implemented;
  - c) Turn off all non-essential air compressors;
  - d) Turn off all space heaters, window box air conditioners and fans;
  - e) Turn off all unused office equipment;
  - f) Turn off! unnecessary overhead lighting; use fluorescent task lighting and daylight; and,
  - g) Reset thermostats to 78 degrees for cooling and to turn off ventilation equipment when heating/cooling element is not on.
- 4) Health and Human Services and Parks and Waterfront shall notify ball field users of the emergency and shall turn off ball field lighting.
- 5) Parks and Waterfront shall turn off ball court lighting.

For more information, please contact Neal De Snoo of the Energy

ORDINANCE NO. 7,702-N.S.

AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE A LICENSE AGREEMENT AND ANY NECESSARY AMENDMENTS WITH DOROTHY DAY HOUSE FOR REAL PROPERTY LOCATED AT 2134 MARTIN LUTHER KING JR. WAY

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. The City Council finds as follows:

- a. In June 2019, City Council allocated \$30,101 for fiscal year 2020 to Dorothy Day House to operate the Berkeley Emergency Storm Shelter (BESS). Dorothy Day House has an existing contract (Contract No. 22000510) with the City of Berkeley and has been providing these services continually since November 1, 2019; and
- b. In June 2018 as part of the biennial budget process, City Council allocated \$30,101 for fiscal year 2019 to Dorothy Day House to operate the Berkeley Emergency Storm Shelter (BESS) on cold and rainy nights only for up to 40 people for 45 nights; and
- c. At its November 27, 2018 City Council meeting, City Council authorized the repurpose of the Old City Hall building for a temporary Emergency Storm Shelter; and
- d. At its December 3, 2019 City Council meeting, City Council allocated additional \$60,000 for fiscal year 2020 to Dorothy Day House to operate Berkeley Emergency Storm Shelter (BESS), on a continuous basis through June 30, 2020; and

Section 2. The City Manager or her designee is hereby authorized to enter into a license agreement and necessary amendments starting November 1, 2019 with Dorothy Day House for real property located at 2134 Martin Luther King Jr. Way, which property is more specifically described in the property description attached to the proposed lease as Exhibit A.

Section 3. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

At a regular meeting of the Council of the City of Berkeley held on May 12, 2020, this Ordinance was passed to print and ordered published by posting by the following vote:

Ayes: Bartlett, Davila, Droste, Hahn, Harrison, Kesarwani, Robinson, Wengraf, and Arreguin.

Noes: None.

Absent: None.



## LICENSE AGREEMENT

This AGREEMENT is entered into on November 1, 2019 by and between the CITY OF BERKELEY, a Charter City organized and existing under the laws of the State of California ("City") and DOROTHY DAY HOUSE ("Licensee"), a non-profit corporation under the laws of the State of California, who agree as follows doing business at P.O. Box 12701, Berkeley, CA 94712 who agrees as follows:

### 1. **LICENSE**

- a. Subject to all the terms and conditions herein, City hereby grants Licensee use of that portion of the City's property at 2134 Martin Luther King Jr. Way in Berkeley, County of Alameda, State of California ("the Property") shown on Exhibit A (hereinafter "the Premises"), attached hereto and made a part hereof. This License is not a lease; Licensee does not by this License obtain an exclusive right, against the City or the public, to any part of the Property.
- b. The License is subject to all the conditions and requirements listed in the Building Permit Application # B2019-05326.
- c. This License is granted for the purpose of providing Berkeley Emergency Storm Shelter services to single individuals aged 18 or older in Berkeley on nights when inclement weather is forecast.

### 2. **TERM**

This License shall take effect once executed by Licensee and approved by the Berkeley City Council (the "effective date"). It shall remain in effect on a month-to-month basis, starting with the effective date, subject to the following:

Either party may terminate this License for any reason with thirty (30) days' prior written notice to the other party. Either party may terminate this License for default upon fifteen (15) days' written notice to the other party if the other party has substantially failed to fulfill any of its obligations under this License in a timely manner.

### 3. **LICENSE FEE**

In consideration of the rights conveyed by this License, Licensee shall pay to City \$100.00 (ONE HUNDRED DOLLARS) per year which shall be due and payable upon execution of this agreement, as specified in Exhibit B.

### 4. **NOTICES**

A written notice shall be deemed served upon mailing said notice to the other party and depositing the same with the U.S. Post Office, first class mail, with postage paid.

For purposes of this License, all notices to the City shall be addressed to:

Real Property Division  
Public Works Department  
1947 Center Street, 4<sup>th</sup> Flr.  
Berkeley, CA 94704

For purposes of this License, all notices to Licensee shall be addressed to:

David Stegman Executive Director  
Dorothy Day House  
P.O. Box 12701  
Berkeley, CA 94712

**5. GENERAL OCCUPANCY RULES AND REGULATIONS**

- a. City may waive any one or more of the occupancy rules or regulations contained in this License Agreement for the benefit of any particular licensee or licensees, but no waiver by City shall be construed as a waiver of those rules and regulations in favor of any other licensee, nor prevent City from enforcing any of those rules and regulations against any or all of the licensees of 1931 Center Street. Any waiver of rules and regulations by City shall be in writing.
- b. City reserves right at any time to change or rescind any one or more of the rules and regulations or to make additional reasonable rules and regulations that, in City's judgment, may be necessary for:
  1. Management, safety, care and cleanliness of the premises, building and real property; and
  11. Preservation of good order; and
  111. Convenience of other occupants and licensees in the premises, building and real property.

**6. PARKING**

The Licensee will not have any to parking at this site.

**7. HEALTH, SAFETY AND ACCESSIBILITY (Applicable to licensees described below)**

Dorothy Day House (DDH) shall comply with the Alameda County-Wide Homeless Continuum of Care Health, Safety and Accessibility Standards for Shelter Facilities in Alameda County.

**8. MAINTENANCE AND ALTERATIONS**

Licensee shall maintain the Premises used pursuant to this License in good order and repair and reasonably free and clean of all debris, trash and rubble. Upon termination of this License Agreement, Licensee shall, at its own cost, remove any equipment or materials installed by Licensee and shall surrender the Premises to City in the same condition as at the commencement of the License with the exception of regular wear and tear. Licensee shall reimburse the City for any expenses incurred by the City for any damage to the Premises resulting solely from Licensee's use of the Premises.

- a. Licensee shall not construct or place any facilities on the Premises or the Property, or install any equipment on the Premises or the Property, or make any alterations or improvements to the Premises or the Property, without the City's prior written consent.
- b. The City shall provide janitorial services in the restrooms and all common areas.
- c. The City shall be responsible for the payment of water, gas, electricity, trash collection/maintenance, water and sewer utilities and other services delivered to the premises. Licensee shall pay the City a fee as provided in Section 3 above. Licensee shall be directly responsible for paying fees for other services, such as internet and phone.
- d. No sign, placard, picture, name advertisement, or notice visible from the exterior of the premises will be inscribed, painted, affixed or otherwise displayed by Licensee on any part of 1931 Center without the prior written consent of the City. Material visible outside the building will not be permitted.
- e. Licensee acknowledges that the City does not currently have and is not likely to have in the future sufficient funding to improve, retrofit, refurbish or maintain the Property and Licensee agrees to accept the Premises in their "as is" condition.
- f. Licensee shall assume all responsibility for protecting the premises from theft, robbery, pilferage, vandalism, damage or waste, including keeping doors locked and other means of entry to the premises closed and turning off all water faucets, water apparatus, and utilities.
- g. Licensee shall conduct business in a manner that will not cause damage to the building or property including but not limited to not overloading the circuits, inappropriate use of extension cords, and exceeding maximum weight onstage and any other floor area,

**9. SECURITY**

- a. Pursuant to BMC Section 13.36.065, Licensee shall comply with security rules for City buildings. The City Manager's building security rules are designed to maintain the safety of City employees and patrons, facilitate the

City's ability to do government business and provide services, and prevent damage to City facilities. (See **Attachment 1.**)

- b. Access keys to the building and to Licensee's space shall be provided by Public Works Maintenance only and no keys shall be duplicated without consent of the City of Berkeley Public Works Maintenance Division. Licensee may not change any locks. The City must have access to all space in the building in the event of an emergency.

Dorothy Day House will be responsible for responding appropriately when unsafe behavior by clients on the premises threatens the safety of the building or the general public. DDH will monitor the area nightly at 7 p.m.

**Shelter Schedule:**

7 p.m. – 7 a.m. when it meets the weather requirements

Front Steps: Dorothy Day House staff will ensure security of the front steps daily and keep an activity log.

**10. MAINTENANCE**

Dorothy Day House will maintain the bathrooms and the hallway and office space on nights when the shelter is operating. The following morning it will clean and restock the restrooms, clean and mop the sleeping areas and clean and stack the mats.

Public Works will perform and/or delegate to third party to perform the following maintenance:

- Pest control
- Janitorial services
- Deep cleaning
- Alarm system
- HVAC system
- Mechanical and electrical maintenance
- Any other preventive maintenance services

**11. USE OF SHARED SPACE**

Dorothy Day House will operate the shelter on nights when inclement weather forecast. It will maintain the sleeping area in a way that Berkeley Community Media staff and visitors can continue to access its office space on the main floor.

**12. NO SMOKING**

- a. Pursuant to Berkeley Municipal Code (BMC) ch. 12.70, no smoking is allowed in public places. This prohibition includes, but is not limited to within 20 feet of any entrance, exit or air intake vent to 1931 Center Street, except while passing on the way to another destination.
- b. No smoking is permitted in the parking lot or courtyard at 1931 Center Street.

**13. ENVIRONMENTAL**

Licensee shall follow all environmental rules and regulations as they apply to City agencies. Specifically, Licensee shall minimize waste and recycle and compost, as per Recycling and Composting Guidelines for City Buildings. Guidelines for creating a recycling program are attached as Attachment 2. Licensee must participate in a recycling service provided by the City or provide an acceptable alternative with the approval of the City's Recycling Supervisor. To that end, Licensee shall:

- a. Assign someone to be in charge of its recycling programs, and to communicate needs and questions to the City's Solid Waste Management Division.
  - i. Recycle corrugated cardboard, office papers and beverage containers (glass bottles, plastic bottles, and cans)
  - ii. Place collection containers for paper at desk sides and copy rooms, and break rooms. (See Attachment 2 for details.)
  - iii. Provide a location for custodians to pick up flattened empty cardboard boxes. A central paper container is acceptable.
  - iv. Educate employees and new employees about recycling procedures.
  - v. Cooperate with the custodial service to make recyclables available for collection.
  - vi. Recycle batteries and office equipment (contact the City's Solid Waste Management Division for information about vendors).
  - vii. Cafeterias and commercial kitchens may participate in the City's organics recycling program, with the approval of the City's Solid Waste Supervisor. City provides containers and training.
  - viii. Licensee shall recycle construction waste from tenant improvements.
  - ix. Licensee shall conserve energy as specified in the City Manager's January 11, 2001 memorandum as shown in Attachment 3.

**14. ACCESS TO PROPERTY: TAXES, ASSESSMENTS, AND OTHER CHARGES**

- a. City, including its agents and employees, reserves the right to enter the Property and make any improvements thereon at reasonable times and with reasonable notice, provided such entry does not cause unreasonable interference with Licensee's activities.

- b. Licensee shall pay all personal property taxes levied on account of personal property owned by Licensee on the Property, and pay any in-lieu, possessory interest, or use taxes imposed by reason of Licensee's use or occupancy of the Property.

**15. ASSIGNMENT AND SUBLICENSING PROHIBITED**

The License is personal to Licensee. Notwithstanding references to assignees and/or sublicensees elsewhere in this License Agreement, if any, Licensee may not assign or sublicense this License in whole or in part without the prior written consent of the City, and any attempt to assign or any attempt to assign or sublicense this License shall terminate it.

**16. INDEMNIFICATION**

- a. To the fullest extent permitted by law, Licensee shall (1) immediately defend and (2) indemnify Landlord, and its directors, officers, and employees from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with the License. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Licensee's obligation to indemnify applies regardless of whether a liability is a result of the negligence of any other person, unless it is adjudicated that the liability is caused by the sole active negligence or sole willful misconduct of an indemnified party.
- b. The duty to defend is a separate and distinct obligation from the Licensee's duty to indemnify. The Licensee shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Landlord, the Landlord and its directors, officers, and employees, immediately upon submittal to the Licensee of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. A determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Licensee from its separate and distinct obligation to defend Landlord. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Licensee asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Licensee may submit a claim to the Landlord for reimbursement of reasonable attorneys' fees and defense costs.
- c. The review, acceptance or approval of any of Licensee's work or work product by any indemnified party shall not affect, relieve or reduce the Licensee's indemnification or defense obligations. This Section survives the termination

of this License. The provisions of this Section are not limited by and do not affect the provisions of this License relating to insurance.

- d. Liabilities subject to this Section include any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Licensee or any of the Licensee's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or subcontractor of the Licensee or its subcontractors, the Licensee shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractor.
- e. Neither Licensee nor its assignees, heirs, guardians, and legal representatives shall make a claim against or sue City or its employees, agents or contractors for injury or damage resulting from the negligence, whether active or passive, or other acts, however caused, by any employee, agent, or contractor of the City as a result of Licensee's presence on the Property. Licensee hereby acknowledges that the Property specifically and 1931 Center Street generally requires certain structural or code upgrades and accepts the conditions of the premises "as is."
- f. LICENSEE ACKNOWLEDGES THAT 1931 CENTER STREET HAS BEEN DEEMED TO BE UNSAFE AND SUBJECT TO SEVERE DAMAGE DURING ANY MAJOR EARTHQUAKE. LICENSEE OCCUPIES THE BUILDING AT ITS OWN RISK. LICENSEE HEREBY RELEASES AND DISCHARGES THE CITY OF BERKELEY AND ITS EMPLOYEES, AGENTS, AND CONTRACTORS, FROM ALL ACTIONS, CLAIMS OR DEMANDS THAT LICENSEE, ITS HEIRS, GUARDIANS, AND LEGAL REPRESENTATIVES NOW HAVE OR MAY HAVE IN THE FUTURE FOR INJURY RESULTING FROM AN EARTHQUAKE.

**17. INSURANCE**

- a. Licensee at its cost shall maintain commercial general liability and property damage insurance with a single combined liability limit of **\$2,000,000.00** and property damage limits of not less than **\$100,000.00** per occurrence insuring against all liability of Licensee and its authorized representatives arising out of and in connection with Licensee's use or occupancy of the Property. All such insurance shall insure performance by Licensee of the preceding indemnity provisions. All insurance shall name the City of Berkeley, its officers, agents, volunteers and employees as additional insureds and shall provide primary coverage with respect to the City.
- b. If the insurance referred to above is written on a Claims Made Form, then following termination of this License, coverage shall survive for a period of not less than five years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this License.
- c. Licensee at its cost shall maintain on all its personal property, Licensee's improvements, and alterations, in, on, or about the Premises, a policy of

- standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements. This coverage shall be considered primary, and the proceeds from any such policy shall be used by Licensee for the replacement of personal property or the restoration of Licensee's improvements or alterations.
- d. If Licensee employs any person, it shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the City. The workers' compensation insurance shall: provide that the insurance carrier shall not cancel, terminate, or otherwise modify the terms and conditions of said insurance except upon thirty (30) days prior written notice to the City; provide for a waiver of any right of subrogation against City to the extent permitted by law; and be approved as to form and sufficiency by the City's Risk Manager.
  - e. Licensee shall forward all insurance documents to:

Real Property Administrator  
Public Works Department  
1947 Center Street, 4<sup>th</sup> Fl.  
Berkeley, CA 94704

**18. CONFORMITY WITH LAW**

- a. Licensee shall observe and comply with all applicable laws. Licensee shall release, defend, indemnify and hold harmless City, its officers, agents, volunteers and employees from any and all damages, liability, fines, penalties and consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.
- b. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this License, Licensee shall immediately notify the City's Risk Manager by telephone. If any accident occurs in connection with this License, Licensee shall promptly submit a written report to City, in such form as the City may require. This report shall include the following information: 1) name and address of the injured or deceased person(s); 2) name and address of Licensee's sub licensee, if any; 3) name and address of Licensee's liability insurance carrier; and 4) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.
- c. If a release of hazardous materials or hazardous waste occurs in connection with the performance of this License, Licensee shall immediately notify the Berkeley Police Department and the City's Emergency and Toxics Management office.
- d. Licensee shall not store hazardous materials or hazardous waste within the City of Berkeley without a proper permit from the City.



**19. INDEPENDENT CAPACITY**

For purposes of this License, and for the duration of this License, Licensee, including its agents and employees, shall be, and is, an independent contractor and not an agent or employee of the City. Licensee has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting Licensee in the performance of this License. Licensee shall be solely responsible for all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other regulations governing such matters, and shall be solely responsible for its O"fl acts and those of its agents and employees.

**20. CITY NON-DISCRIMINATION ORDINANCE**

Licensee hereby agrees to comply with the provisions of Berkeley Municipal Code ("BMC") Chapter 13.26 as amended from time to time. In the performance of this License, Licensee agrees as follows:

- a. Licensee shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin; age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.
- b. Licensee shall permit the City access to records of employment, employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents which, in the opinion of the City, are necessary to monitor compliance with this non- discrimination provision. In addition, Licensee shall fill out, in a timely fashion, forms supplied by the City to monitor this non-discrimination provision.

**21. NON-DISCRIMINATION AGAINST PERSONS WITH DISABILITIES**

- a. If Licensee provides any aid, service or benefit to others on the City's behalf, Licensee shall, in the provision of such aid, service or benefit, observe and comply with all applicable provisions of Title II of the Americans with Disabilities Act of 1990 and any amendments thereto. Licensee shall further observe and comply with all applicable federal, state, municipal and local laws, ordinances, codes and regulations prohibiting discrimination against individuals with disabilities and shall ensure that individuals with disabilities are not excluded from participating in or receiving benefits, services or activities of the City.
- b. If Licensee is or becomes a "public accommodation" as defined in Title III of the Americans with Disabilities Act of 1990, Licensee shall observe and comply with all applicable provisions of the Act and any amendments thereto, and all applicable federal, state, municipal and local laws, ordinances, codes and regulations prohibiting discrimination on the basis of disability in the full

and equal enjoyment of goods, services, facilities, privileges, advantages, or accommodations offered by the Licensee. All of Licensee's activities must be in accordance with these laws, ordinances, codes, and regulations, and Licensee shall be solely responsible for complying therewith.

**22. OPPRESSIVE STATES**

- a. In accordance with Resolution No. 59,853-N.S., Licensee certifies that it has no contractual relations with, and agrees during the term of this License to forego contractual relations to provide personal services to or to purchase, sell, lease or distribute commodities in the conduct of business with, the following entities:
  1. The governing regime in any Oppressive State.
  11. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
  111. Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of its contract with the City), for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.
- b. For purposes of this License, the Tibet Autonomous Region and the provinces of Abo, Kham, and U-Tsang shall be deemed oppressive states.
- c. Licensee's failure to comply with this section shall constitute a default of this License and City may terminate this License pursuant to Section 2. In the event that the City terminates this License due to a default under this provision, City may deem Licensee a non-responsible bidder for five (5) years from the date of termination.

**23. LIVING WAGE ORDINANCE**

- a. Licensee agrees to comply with Berkeley Municipal Code Chapter 13.27, the Berkeley Living Wage Ordinance. If Licensee employs six (6) or more part-time or full-time employees, and generates \$350,000 or more in annual gross receipts, Licensee will be required to provide all eligible employees with City mandated minimum compensation during the term of this License, as defined in B.M.C. Chapter 13.27, and well as comply with the terms enumerated herein.
- b. Licensee shall be required to maintain all reasonable records and documents that would establish whether Licensee is subject to Berkeley's Living Wage Ordinance (LWO). If Licensee is subject to the LWO, as defined therein, Licensee shall be further required to maintain monthly records of those employees located on the Property. These records shall include the total number of hours worked, the number of hours spent providing service on the Property, the hourly rate paid, and the amount paid by Licensee for health benefits, if any, for each of its employees providing services under the License. The records described in this Section shall be made available upon

- the City's request. The failure to produce these records upon demand shall be considered grounds for termination of this License in accordance with section 2 of this License.
- c. If Licensee is subject to the LWO, Licensee shall include the requirements of the ordinance, as defined in B.M.C. Chapter 13.27, in any and all sublicense agreements in which Licensee enters with regard to the Property. Sublicensees shall be required to comply with this ordinance with regard to any employees who spend 25% or more of their compensated time on the Property.
  - d. If Licensee fails to comply with the requirements of the LWO and this License, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Licensee's failure to comply with this Section shall be considered grounds for termination of this License in accordance with section 2 of this License.

In addition, at City's sole discretion, Licensee may be responsible for liquidated damages in the amount of \$50 per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that Licensee's failure to pay any of its eligible employees at least the applicable living wage rate will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty of forfeiture for Licensee's breach.

#### **24. BERKELEY EQUAL BENEFITS ORDINANCE**

- a. Licensee hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29. If Licensee generates \$350,000 or more in annual gross receipts, Licensee will be required to provide all eligible employees with City mandated equal benefits during the term of this License, as defined in B.M.C. Chapter 13.29, as well as comply with the terms enumerated herein.
- b. If Licensee is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Licensee agrees to supply the City with any records the City deems necessary to determine compliance with this provision. Failure to do so shall be considered grounds for termination of this License in accordance with section 2 of this License.
- c. If Licensee fails to comply with the requirements of this Section, City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Licensee's failure to comply with this Section shall constitute grounds for termination of this License in accordance with section 2 of this License.

In addition, at City's sole discretion, Licensee may be responsible for liquidated damages in the amount of \$50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Licensee's failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Licensee's breach.

**25. CONFLICT OF INTEREST PROHIBITED**

- a. In accordance with Government Code section 1090, Berkeley City Charter section 36, and the B.M.C. Chapter 3.64, neither Licensee nor any employee, officer, director, partner or member of Licensee, or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a City board, committee or commission member, who has directly or indirectly influenced the making of this License.
- b. In accordance with Government Code section 1090 and the Political Reform Act, Government Code section 87100 *et seq.*, no person who is a director, officer, partner, trustee, employee or consultant of the Licensee, or immediate family member of any of the preceding, shall make or participate in a decision made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Licensee.
- c. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 *et seq.*, its implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64.

**26. NUCLEAR FREE BERKELEY**

Licensee agrees to comply with B.M.C. Chapter 12.90, the Nuclear Free Berkeley Act.

**27. SANCTUARY CITY ORDINANCE**

Licensee agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Licensee agrees not to provide the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security with any Data Broker or Extreme Vetting Services as defined herein.

- a. "Data Broker" means either of the following:

- i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies; or
  - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include the City's computer-network health and performance tools.

**28. RECYCLED PAPER FOR WRITTEN REPORTS**

If Licensee is required by this License to prepare a written report or study, Licensee shall use recycled paper for said report or study when such paper is available at a cost of not more than ten percent (10%) more than the cost of virgin paper, and when such paper is available at the time it is needed. For the purposes of this License, recycled paper is paper that contains at least fifty percent (50%) recycled product. If recycled paper is not available, Licensee shall use white paper. Written reports or studies prepared under this License shall be printed on both sides of the page whenever practical.

**29. PESTICIDES: EFFECT ON SUCCESSORS AND ASSIGNS: RISK OF LOSS**

- a. All use of pesticides on the premises shall be in compliance with the City of Berkeley's Pesticide Use Policy as it exists at the time of such use.
- b. This License shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.
- c. Licensee bears all risk of loss under this License.

**30. AUDIT**

The City Auditor's Office, or its designee, may conduct at any time an audit of Licensee's financial and compliance records maintained in connection with the operations and services performed under this License, and with the payments made under this License. In the event of such audit, Licensee agrees to make all such financial and compliance records available to the Auditor's Office, or its designee. City agrees to provide Licensee an opportunity to discuss and respond to any findings before a final audit report is filed.

**31. SETOFF AGAINST DEBTS**

Licensee agrees that City may deduct from any payments due to Licensee under this License any amounts due to the City, and any monies that Licensee owes City under any ordinance, agreement or resolution for any unpaid taxes, fees, licenses, unpaid checks or other amounts.

**32. GOVERNING LAW; AMENDMENTS**

- a. The laws of the State of California shall govern this License.
- b. The term of this License shall not be altered or otherwise modified except by a written amendment to this License executed by City and Licensee.

**33. CITY BUSINESS LICENSE; PAYMENT OF TAXES. TAX I.D. NUMBER**

Licensee has obtained a City business license as required by B.M.C. Chapter 9.04, and its license number is written below; or, Licensee is exempt from the provisions of B.M.C. Chapter 9.04 and has written below the specific B.M.C. section under which it is exempt. Licensee shall pay all state and federal income taxes and any other taxes due. Licensee certifies under penalty of perjury that the taxpayer identification number written is correct.

**34. SEVERABILITY; WAIVER**

- a. If any part of this License or the application thereof is declared invalid for any reason, such invalidity shall not affect the other terms of this License which can be given effect without the invalid provision or application, and to this end the provisions of this License are declared to be severable.
- b. Failure of City to insist on strict performance shall not constitute a waiver of any of the provisions of this License or a waiver of any other default of Licensee.

**35. ENTIRE AGREEMENT**

- a. The terms and conditions of this License, all exhibits attached and any documents expressly incorporated by reference represent the entire agreement between the parties with respect to the subject matter of this License. This License shall supersede any and all prior agreements, oral or written, regarding the subject matter between City and Licensee. No other agreement, statement, or promise relating to the subject matter of this License shall be valid or binding except by a written amendment to this License.
- b. If any conflicts arise between the terms and conditions of this License and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this License shall control.

**IN WITNESS WHEREOF**, City and Licensee have executed this License as of the date written on the first paragraph of this License.

CITY OF BERKELEY

By \_\_\_\_\_  
CITY MANAGER

Registered by:

Approved as to form:

\_\_\_\_\_  
CITY AUDITOR

\_\_\_\_\_  
CITY ATTORNEY

Attest:

\_\_\_\_\_  
CITY CLERK

Dorothy Day House By: \_\_\_\_\_  
David Stegman  
Executive Director

Tax Identification No. \_\_\_\_\_

Berkeley Business License No. \_\_\_\_\_

Incorporated: Yes \_\_\_\_\_ No \_\_\_\_\_

Certified Woman Business Enterprise:  
Yes: \_\_\_\_\_ No: \_\_\_\_\_

Certified Minority Business Enterprise:  
Yes: \_\_\_\_\_ No: \_\_\_\_\_

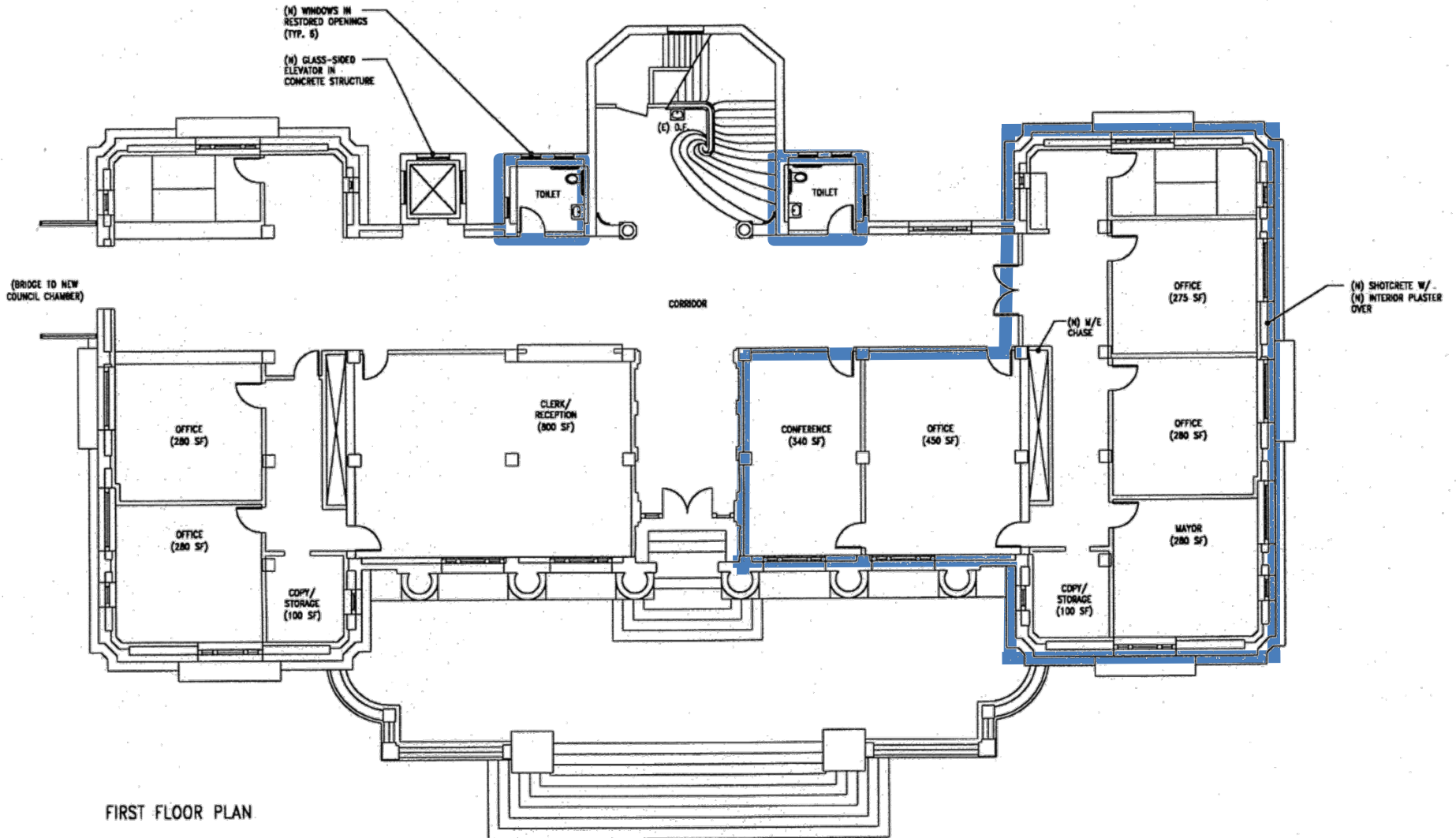
If yes, state ethnicity: \_\_\_\_\_

Certified Disadvantaged Business  
Enterprise: Yes: \_\_\_\_\_ No: \_\_\_\_\_

EXHIBIT A

PROPERTY DESCRIPTION

Dorothy Day House's Berkeley Emergency Storm Shelter (BESS) has use of the North Wing office and conference spaces, and restrooms. (See plan below for details)



1/16"=1'-0"



**EXHIBIT B**

**PAYMENT**

1. Payments shall be due and payable upon execution of the agreement and the check made payable to the "City of Berkeley." Payments shall be paid at Finance Department Customer Service Center at 1947 Center Street, 1st Floor, Berkeley, CA 94704
2. Failure to make full payments on time is grounds for termination of this License by the City.
3. The license fee shall be \$100.00 per year.

## SECURITY RULES FOR CITY BUILDINGS

### Interior Rules/Signage

1. No member of the public may enter an interior area of a City building once a City employee advises that the area is closed to the public.
2. No member of the public may enter an interior area of a City building that is signed in any manner that suggests that the public should not enter, unless given permission to enter by a City employee. Such signs include, but are not limited to: "Reception Area- Please Check In," "Private," and "Employees Only"
3. A member of the public may remain in the lobby, hallways, waiting areas, or similar public areas inside a City building only as long as necessary to conduct City-related business or contact an employee. Members of the public may not wait in a City building for a City employee indefinitely, and may be asked to return at another time when the employee is expected to be in the office. When signage is not practical, use verbal warnings.
4. Bathrooms in City buildings shall not be used for bathing or washing clothes, unless the bathroom is equipped for such uses and the person is authorized to use the bathroom for such purposes. Acceptable Signage, But Only If the Problem Is Recurring: "No Bathing Allowed" or "No Bathing Or Washing Laundry Allowed"
5. In City buildings, no member of the public may:
  - a. Yell, threaten, or use profanity or rude, insulting language against City staff, e.g., calling the City staff member a "bastard" or an "idiot" in an attempt to intimidate the staff member into doing something that the staff member cannot do;
  - b. Disturb or annoy anyone with loud or unreasonable noise;
  - c. Insist that City staff provide a service, explanation or document that City staff has made clear cannot be provided at that time;
  - d. Insist on meeting with a City staff member or supervisor after being told that the person is either not available or will not meet with the person;
  - e. Conduct oneself in a manner that obstructs or intimidates City staff or patrons;
  - f. Block City entrances, ramps, or exits;
  - g. Enter a City building with animals other than service animals authorized by law;
  - h. Ride bikes, skates, scooters, Segways, skateboards, and other devices designed to enhance mobility but not intended for indoor use;
  - i. Smoke, eat, or drink, except where expressly permitted;
  - j. Lie on the floor or sleep; or
  - k. Exude extremely offensive odors

## Exterior Rules/Signage

No member of the public may remain on the exterior steps or exterior grounds of City buildings, unless the person is there to conduct City-related business or contact an employee.

Acceptable Signage: "No Sitting On Steps - BMC 13.36.065" and/or "Building Steps And Grounds For City Business Only-BMC 13.36.065."2 (See following text of BMC 13.36)

"Exterior grounds" means the area between the outer building facade and the property line. Exterior grounds can include an off-street parking lot. However, a public sidewalk is not part of the exterior grounds. (BMC §. 13.36.065.(B).) Also, if the City-only leases a portion of a building, this rule still applies.

## Chapter 13.36 DISORDERLY CONDUCT\*

Section 13.36.065 Violating building security rules for City buildings.

- A. Purpose. The purpose of this section is to enable the City Manager to establish building security rules for buildings that the City of Berkeley owns or leases for City government business or services. The City Manager's building security rules will be designed to maintain the safety of City employees and patrons, facilitate the City's ability to do government business and provide services, and prevent damage to City facilities. The City Manager's building security rules may apply to all City buildings, as defined in this section, or only to specific City buildings, depending on the security needs at each site.
- B. Definitions. "City building" as used in this section means any building that the City of Berkeley owns or leases for the purpose of conducting City government business or providing City services. If only a part of the interior of a building is leased by the City for City government business or services, then "City building" shall apply to only that part of the interior of the building. In addition, if only a part of the interior of a building is leased by the City for City government business or services, then "City building" shall also include the entire exterior curtilage .of the building, unless the building owner or occupant authorizes the conduct prohibited by this section on the exterior curtilage.  
"Curtilage" as used in this section means the exterior grounds of a building.  
"Curtilage" shall include the steps and grounds that lie between the outer facade of the building and either (1) the public sidewalk, (2) a formally dedicated public park, or (3) the adjacent private property. Curtilage does not include the public sidewalk or a formally dedicated public park, but rather, ends there.
- C. Prohibited Conduct. No person shall violate the City Manager's building security rules governing any City building. The City Manager's building security rules shall promote safety for City employees and patrons, facilitate the City's ability to provide services, and/or help prevent damage to City facilities. The City

Manager's building security rules shall include, but need not be limited to, prohibiting persons from:

1. Entering designated areas that are not open to the general public inside of City buildings without permission from a City employee or agent, and
  2. Remaining inside of or on the curtilage of a City building without a purpose related to conducting business, accessing services, or contacting an occupant on the premises.
- D. Citation. No person shall be arrested or cited under this section unless the person engages in conduct prohibited by this section after having been notified by a City official that he or she is in violation of the prohibition in this section.
- E. Penalty. Notwithstanding the provisions of Section 13.36.100, violation of this section shall be either an infraction or a misdemeanor, in the discretion of the prosecutor, and upon conviction shall be punishable as set forth in Chapter 1.20 of this code. (Ord. 6486-NS § 1, 1999)

## SETTING UP A RECYCLING PROGRAM

### A. Recycling and Composting Guidelines

1. All occupants in City-owned facilities must participate in recycling services provided by the City or provide an acceptable alternative for approval of City's Recycling Supervisor.
  - a. Assign someone to be in charge of your recycling program, and communicate needs and questions to the City's Solid Waste Management Division.
  - b. Recycle corrugated cardboard, office papers and beverage containers (glass bottles, plastic bottles and cans).
  - c. Place collection containers at convenient locations for licensee and employees including at desk sides and copy rooms, and containers for bottles/cans. See Section B below.
  - d.
  - e. Educate employees about recycling procedures.
  - f. Cooperate fully to make recyclables available for collection.
  - g. Recycle batteries and office equipment (contact City's Solid Waste Management Division for information about vendors).
2. Cafeterias and commercial kitchens may participate in the City's organics recycling program, with approval of refuse supervisor. The City will provide containers and training.
3. Licensee shall recycle construction waste from any licensee improvements.
4. The City shall provide the following services at standard rates:
  - a. Curbside collection service (cart) or on site for bins.
  - b. Containers for desk side, copy room and storage.
  - c. Assistance designing your recycling program.
  - d. Training and instructive posters.
  - e.
  - f. Standard Rates:
  - g. There is no charge for recycling services for bottles/cans, papers and cardboard.
  - h. Organics collection is charged at 80% of equivalent refuse service.

### B. Recycling happens in four phases:

1. Convenient separation where it's first generated:
  - a. Container next to each desk to hold office paper and trash.
  - b. Container by each copy machine. This container should be at least 13 gallons and can double as the central container for the office.
  - c. Container for bottles/cans in the break room.

2. Move small amounts to a central collection container:
  - a. Employees usually empty their desk side containers into a larger central container. Often this doubles as the copy-room container.
  - b. Employees put their bottles/cans into a container in the break room.
3. Licensee is responsible to transfer the paper to the licensee's storage location, and setting storage containers by the curbside by 7:00 a.m. on collection day and bringing them back to the storage area as soon as possible after they are emptied.
4. The City will pick up recycling materials on the regular collection day



Office of the City Manager

**MEMORANDUM**

January 11, 2001

TO: All Staff  
 From: Weldon Rucker, Acting City Manager  
 RE: MUNICIPAL ELECTRIC LOAD CURTAILMENT

As you are aware, California's electric system is in a fragile condition. In order to prevent rolling blackouts, the City shall curtail municipal electric loads as described below. Since this problem is likely to persist, these procedures shall remain in effect until further notice.

The California Independent System Operator (ISO) issues alerts when power supply margins are too low. A Stage II emergency seeks voluntary load curtailment. A Stage III Emergency orders utilities to institute rolling black outs.

At all times, regardless of the ISO Emergency status, the procedures below shall be followed.

- 1) Site Safety Coordinators shall:
  - a) Ensure that non-essential equipment including copiers, printers, computers, lights, space heaters, air conditioners, fans and air compressors are turned off at the end of the day;
  - b) Ensure that Energy Saver features are enabled on all office equipment (copiers, printers, PCs, faxes);
  - c) Minimize use of incandescent lighting (call the Energy Office to replace incandescent desk lamps with fluorescents); and,
  - d) Be familiar with Stage II procedures.
- 2) No new incandescent (including halogen and quartz) floor or desk lamps may be purchased.
- 3) Information Systems shall set Energy Star features on all new installs and service calls.
- 4) Public Works Facilities Management shall review and correct settings on all setback thermostats (Operating hours: heat= 68 degrees; cooling= 74 degrees. Non-operating hours: heat= 55 degrees; cooling 90 = degrees).
- 5) Parks and Waterfront and Health and Human Services shall prepare a plan to notify ball field users of closures.

During Stage II Emergencies, the procedures below shall be followed:

- 1) Public Works and the Communications Center shall notify each other and Information Systems of the Stage II notice.
- 2) Information Systems shall send an email to Everyone (that includes excerpts from this document).
- 3) Site Safety Coordinators shall:
  - a) Disconnect electric vehicles from chargers;
  - b) Ensure all procedures above are implemented;
  - c) Turn off all non-essential air compressors;
  - d) Turn off all space heaters, window box air conditioners and fans;
  - e) Turn off all unused office equipment;
  - f) Turn off! unnecessary overhead lighting; use fluorescent task lighting and daylight; and,
  - g) Reset thermostats to 78 degrees for cooling and to turn off ventilation equipment when heating/cooling element is not on.
- 4) Health and Human Services and Parks and Waterfront shall notify ball field users of the emergency and shall turn off ball field lighting.
- 5) Parks and Waterfront shall turn off ball court lighting.

For more information, please contact Neal De Snoo of the Energy







Office of the City Manager

CONSENT CALENDAR  
May 26, 2020

To: Honorable Mayor and Members of the City Council  
From: Dee Williams-Ridley, City Manager  
Submitted by: Mark Numainville, City Clerk  
Subject: Minutes for Approval

RECOMMENDATION

Approve the minutes for the council meetings of April 14, 2020 (special closed and regular), April 21, 2020 (special closed and regular) and April 28, 2020 (regular).

CONTACT PERSON

Mark Numainville, City Clerk, 981-6900

Attachments:

1. April 14, 2020 - Special Closed City Council Meeting
2. April 14, 2020 - Regular City Council Meeting
3. April 21, 2020 – Special Closed City Council Meeting
4. April 21, 2020 – Regular City Council Meeting
5. April 28, 2020 – Regular City Council Meeting

**MINUTES**  
**BERKELEY CITY COUNCIL SPECIAL MEETING**  
**TUESDAY, APRIL 14, 2020**  
**4:00 P.M.**

JESSE ARREGUIN, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI  
 DISTRICT 2 – CHERYL DAVILA  
 DISTRICT 3 – BEN BARTLETT  
 DISTRICT 4 – KATE HARRISON

DISTRICT 5 – SOPHIE HAHN  
 DISTRICT 6 – SUSAN WENGRAF  
 DISTRICT 7 – RIGEL ROBINSON  
 DISTRICT 8 – LORI DROSTE

**PUBLIC ADVISORY: THIS MEETING WILL BE CONDUCTED EXCLUSIVELY THROUGH VIDEOCONFERENCE AND TELECONFERENCE**

*Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, this closed session meeting of the City Council will be conducted exclusively through teleconference and Zoom videoconference. Please be advised that pursuant to the Executive Order and the Shelter-in-Place Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, there will not be a physical meeting location available.*

*Live audio is available on KPFB Radio 89.3. Live captioned broadcasts of Council Meetings are available on Cable B-TV (Channel 33) and via internet accessible video stream at <http://www.cityofberkeley.info/CalendarEventWebcastMain.aspx>.*

*To access the meeting remotely: Join from a PC, Mac, iPad, iPhone, or Android device: Please use this URL <https://zoom.us/j/285003858>. If you do not wish for your name to appear on the screen, then use the drop down menu and click on "rename" to rename yourself to be anonymous. To request to speak, use the "raise hand" icon by rolling over the bottom of the screen.*

*To join by phone: Dial **1-669-900-9128** and enter Meeting ID: **285 003 858**. If you wish to comment during the public comment portion of the agenda, Press \*9 and wait to be recognized by the Chair.*

*To submit an e-mail comment during the meeting to be read aloud during public comment, email [clerk@cityofberkeley.info](mailto:clerk@cityofberkeley.info) with the Subject Line in this format: "PUBLIC COMMENT ITEM ##." Please observe a 150 word limit. Time limits on public comments will apply. Written comments will be entered into the public record.*

*Please be mindful that the teleconference will be recorded as any Council meeting is recorded, and all other rules of procedure and decorum will apply for Council meetings conducted by teleconference or videoconference.*

## **Preliminary Matters**

**Roll Call:** 4:04 p.m.

**Present:** Davila, Harrison, Hahn, Wengraf, Robinson, Droste, Arreguin

**Absent:** Kesarwani, Bartlett.

Councilmember Bartlett present at 4:15 p.m.

Councilmember Kesarwani present at 4:35 p.m.

Public Comment - Limited to items on this agenda only – 0 speakers.

**CLOSED SESSION:**

The City Council will convene in closed session to meet concerning the following:

**1. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION PURSUANT TO GOVERNMENT CODE SECTIONS 54956.9(a) and 54956.9(d)(1)**

a. *McClintock v. 2398 Parker Street, LLC, Andrew Partos, and City of Berkeley, Alameda County Superior Court Action No. RG18906807*

**Action:** M/S/C (Harrison/Robinson) to approve the proposed settlement in the lawsuit of Anne McClintock v. City of Berkeley, et al., Alameda County Superior Court No. RG 18 906807 for \$20,000.

**Vote:** All Ayes.

**2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8**

|                      |                                                                                                                                           |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| Property address:    | 830 University Avenue, Berkeley, CA                                                                                                       |
| Agency Negotiators:  | Dee Williams-Ridley, City Manager; Paul Buddenhagen, Deputy City Manager; Lisa Warhuus, Director of Health, Housing, & Community Services |
| Negotiating parties: | City of Berkeley, Bay Area Community Services, and Berkeley Free Clinic                                                                   |
| Property owner:      | City of Berkeley                                                                                                                          |
| Under negotiation:   | Price and terms                                                                                                                           |

**Action:** No reportable action taken.

**OPEN SESSION:**

The Council met in closed session and approved the proposed settlement in the lawsuit of Anne McClintock v. City of Berkeley, et al., Alameda County Superior Court No. RG 18 906807 for \$20,000.

**Adjournment**

**Action:** M/S/C (Davila/Droste) to adjourn the meeting.

**Vote:** All Ayes.

Adjourned at 4:58 p.m.

I hereby certify that the forgoing is a true and correct record of the special closed meeting of April 14, 2020 as approved by the Berkeley City Council.

\_\_\_\_\_  
Mark Numainville  
City Clerk

**MINUTES**  
**BERKELEY CITY COUNCIL MEETING**  
**Tuesday, April 14, 2020**  
**6:00 PM**

JESSE ARREGUIN, MAYOR  
Councilmembers:

DISTRICT 1 – RASHI KESARWANI  
DISTRICT 2 – CHERYL DAVILA  
DISTRICT 3 – BEN BARTLETT  
DISTRICT 4 – KATE HARRISON

DISTRICT 5 – SOPHIE HAHN  
DISTRICT 6 – SUSAN WENGRAF  
DISTRICT 7 – RIGEL ROBINSON  
DISTRICT 8 – LORI DROSTE

**PUBLIC ADVISORY: THIS MEETING WILL BE CONDUCTED EXCLUSIVELY THROUGH VIDEOCONFERENCE AND TELECONFERENCE**

*Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the April 14, 2020 meeting of the City Council will be conducted exclusively through teleconference and Zoom videoconference. Please be advised that pursuant to the Executive Order and the Shelter-in-Place Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, there will not be a physical meeting location available.*

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*Please be mindful that the teleconference will be recorded as any Council meeting is recorded, and all other rules of procedure and decorum will apply for Council meetings conducted by teleconference or videoconference.*

*This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting. Questions regarding this matter may be addressed to Mark Numainville, City Clerk, (510) 981-6900. The City Council may take action related to any subject listed on the Agenda. Meetings will adjourn at 11:00 p.m. - any items outstanding at that time will be carried over to a date/time to be specified.*

## Consent Calendar

**Roll Call:** 6:11 p.m.

**Present:** Kesarwani, Davila, Harrison, Hahn, Wengraf, Robinson, Droste, Arreguin

**Absent:** Bartlett

Councilmember Bartlett present at 6:15 p.m.

### Report from Closed Session:

The Council met in closed session and approved the proposed settlement in the lawsuit of Anne McClintock v. City of Berkley, et al., Alameda County Superior Court No. RG 18 906807 for \$20,000.

### Ceremonial Matters:

1. Adjourn in memory of all the victims of the COVID-19 pandemic
2. Adjourn in memory of Gerald Johnson, former City of Berkeley employee
3. Adjourn in memory of Bill Withers, singer and songwriter
4. Adjourn in memory of Ellis Marsalis, Jazz Musician

### City Manager Comments:

1. The City Manager provided an update regarding the City's response to COVID-19 including efforts focused on the unhoused, encampments, and senior communities.

### City Auditor Comments:

1. The City Auditor highlighted item #47 on the agenda regarding City of Berkeley 911 Dispatchers Audit, noting the progress made by the Police Department and the award received for the audit report. The Auditor also discussed how the COVID-19 pandemic will impact the economy and the City's budget in the coming fiscal year.

**Public Comment on Non-Agenda Matters:** 10 speakers.

## Consent Calendar

**Action:** M/S/C (Arreguin/Wengraf) to suspend the rules and adopt temporary changes to the rules for the meeting of April 14, 2020 specific to limits on public comment, limits on comments from the Mayor and Councilmembers, and the ordering of the agenda.

**Vote:** All Ayes.

Recess 7:13 p.m. – 7:18 p.m.

## Consent Calendar

**Action:** M/S/C (Arreguin/Robinson) to accept revised material from the City Manager on Item 38.

**Vote:** All Ayes.

**Action:** M/S/C (Arreguin/Harrison) to add an urgent item to the agenda entitled Save Our Small (SOS) Business Loan Fund.

**Vote:** Ayes – Kesarwani, Davila, Bartlett, Harrison, Hahn, Wengraf, Robinson, Arreguin; Noes – None; Abstain – None; Absent – Droste.

**Action:** M/S/C (Arreguin/Davila) to add an urgent item to the agenda entitled Oppose The Alameda County Sheriff's Proposal to Receive An Additional \$85 Million Annually to Dramatically Increase the Sheriff's Office Budgets Especially for Santa Rita Jail During a Pandemic Crisis.

**Vote:** Ayes – Davila, Bartlett, Harrison, Hahn, Robinson, Arreguin; Noes – None; Abstain – Kesarwani, Wengraf; Absent – Droste.

Councilmember Droste absent 7:20 p.m. – 7:26 p.m.

**Action:** M/S/C (Davila/Harrison) to add an urgent item to the agenda entitled Condemning the derogatory usage of the terms “Chinese Virus” (CV) and Wuhan Virus” (WV) as synonyms for the coronavirus, urging members of our community to refrain from using such hateful language, and condemning President Trump’s use of these phrases and his racist xenophobic attacks on Asians.

**Vote:** Ayes – Davila, Bartlett, Harrison, Hahn, Wengraf, Arreguin; Noes – Robinson; Abstain – Kesarwani, Droste; Absent – None.

**Action:** M/S/C (Davila/Harrison) to add an urgent item to the agenda entitled Establish a Moratorium on Enforcements of the BMC Chapter 14.48 Sidewalk Ordinance, 3x3 regulation, Encampment Evictions, Sweeps, RV Parking and the towing/ticketing/impounding of vehicles used for shelter during the COVID 19 Pandemic.

**Vote:** Ayes – Davila, Bartlett, Harrison, Hahn, Robinson, Arreguin; Noes – None; Abstain – Kesarwani, Wengraf, Droste; Absent – None.

**Public Comment on Consent Calendar and Information Items Only:** 15 speakers.

**Action:** M/S/C (Hahn/Robinson) to adopt the Consent Calendar in one motion except as indicated.

**Vote:** All Ayes.

## Consent Calendar

### **Save Our Small (SOS) Business Loan Fund**

**From: Councilmember Hahn (Author), Mayor Arreguin (Author), Councilmember Wengraf (Co-Sponsor), Councilmember Harrison (Co-Sponsor)**

**Recommendation:** Refer to the City Manager to rapidly explore and, if feasible, pursue the creation of a special structured financial recovery loan fund to provide a supplemental source of capital for Berkeley small businesses impacted by the COVID-19 emergency. Among other considerations, the City Manager is requested to consider whether the City of Berkeley should act as a sponsor of the fund, working with one or more financial institutions to pool capital from private investors and the City of Berkeley to lower the risk of the product and support low interest rates. The City Manager is also recommended to partner with the Haas Business School at UC Berkeley to design terms of the SOS business loan fund and build the viability assessment model on which loan decisions would depend.

**Financial Implications:** See report

Contact: Sophie Hahn, Councilmember, District 5, (510) 981-7150

**Action:** Approved recommendation amended to include that the City Manager incorporate equity measures and explore various methods to broaden outreach to all eligible businesses and disadvantaged businesses.

### **Condemning the derogatory usage of the terms “Chinese Virus” (CV) and Wuhan Virus” (WV) as synonyms for the coronavirus, urging members of our community to refrain from using such hateful language, and condemning President Trump’s use of these phrases and his racist xenophobic attacks on Asians**

**From: Councilmember Davila (Author)**

**Recommendation:** Adopt a resolution to: 1) Condemn the 45th President of the United States’s use of the terms “Chinese Virus (CV)” and “Wuhan Virus (WV)” as a synonym for COVID-19; 2) urge City of Berkeley employees and residents to refrain from using the terms “CV”, “WV”, or similar stigmatizing names to describe COVID-19; 3) prompt the City to support outreach and education efforts to prevent racist attacks and hate crimes against Asian residents and businesses.

**Financial Implications:** See report

Contact: Cheryl Davila, Councilmember, District 2, (510) 981-7120

**Action:** Adopted Resolution No. 69,333–N.S.

## Recess Items

1. **Contract: Sonya Dublin Consulting as the External Evaluator for Public Health Division, Tobacco Prevention Program**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution ratifying the action taken by the City Manager during recess to execute a contract and any amendments with Sonya Dublin Consulting as the External Evaluator for Health, Housing and Community Services Public Health Division's Tobacco Prevention Program, in an amount not to exceed \$93,600, for a term ending June 30, 2021.  
**Financial Implications:** See report  
 Contact: Kelly Wallace, Housing and Community Services, (510) 981-5400  
**Action:** Adopted Resolution No. 69,334–N.S.
  
2. **Contract: Lind Marine for Removal of Derelict and Abandoned Vessels at the Berkeley Marina**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution ratifying the action taken by the City Manager or her designee during recess to execute a contract and any amendments with Lind Marine for the removal and disposal of derelict and abandoned vessels at the Berkeley Marina in an amount not-to-exceed of \$104,400; and authorize a contingency in the amount of \$38,600.  
**Financial Implications:** See report  
 Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700  
**Action:** Adopted Resolution No. 69,335–N.S.
  
3. **Contract No. 31900160 Amendment: Affordable Painting Services, Inc. for Additional Painting of Various Park Buildings**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution ratifying the action taken by the City Manager during recess to amend Contract No. 31900160 with Affordable Painting Service, Inc. for additional painting of various Park buildings by increasing the construction contract amount by \$127,200 for a not-to-exceed amount of \$305,000.  
**Financial Implications:** Marina/Capital Improvement Budget - \$127,000  
 Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700  
**Action:** Adopted Resolution No. 69,336–N.S.
  
4. **Contract No. 31900202 Amendment: Bay Area Tree Specialists for As-Needed Tree Services**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution ratifying the action taken by the City Manager during recess to amend Contract No. 31900202 with Bay Area Tree Specialists for as-needed tree services, increasing the amount by \$300,000 for an amended total not-to-exceed amount of \$500,000 for a contract term of May 29, 2019 through May 28, 2022.  
**Financial Implications:** Parks Tax Fund and Fire Fuel Abatement Fund - \$300,000  
 Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700  
**Action:** Adopted Resolution No. 69,337–N.S.



## Recess Items

- 5. Contract No. 32000019 Amendment: ERA Construction Inc. for Additional Concrete Repair Work in Parks and Along Pathways**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution ratifying the action taken by the City Manager during recess to amend Contract No. 32000019 with ERA Construction Inc. for additional concrete repair work on City parks and pathways by increasing the construction contract amount by \$204,152 for a not-to-exceed amount of \$375,000.  
**Financial Implications:** Various Funds - \$204,152  
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700  
**Action:** Adopted Resolution No. 69,338–N.S.
- 6. Contract: Ghilotti Construction Company, Inc. for Berkeley Rose Garden Pergola Reconstruction and Site Improvements Project**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution ratifying the action taken by the City Manager during recess to: 1. Approve the plans and specifications for the Berkeley Rose Garden Pergola Reconstruction and Site Improvements Project, Specification No. 19-11294-C; and 2. Waive an inconsequential defect and accepting the bid of the lowest responsive and responsible bidder, Ghilotti Construction Company, Inc.; and 3. Execute a contract and any amendments, extensions or other change orders until completion of the project in accordance with the approved plans and specifications, with Ghilotti Construction Company, Inc., for the Berkeley Rose Garden Pergola Reconstruction and Site Improvements Project at 1200-1201 Euclid Avenue, Berkeley, CA 94708, in an amount not to exceed \$3,491,917, which includes a contract amount of \$3,174,470 and a 10% contingency in the amount of \$317,447.  
**Financial Implications:** Various Funds - \$3,491,917  
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700  
**Action:** Adopted Resolution No. 69,339–N.S.
- 7. Contract: Vol Ten Corporation DBA Delta Charter for Recreation Division Bus Transportation for Day Camp and Summer Programs**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution ratifying the action taken by the City Manager during recess to execute a contract with Vol Ten Corporation DBA Delta Charter to provide bus transportation services for Recreation Division Day Camp and summer programs for a not-to-exceed total amount of \$600,000 over a five year period, beginning June 1, 2020 and ending June 1, 2025, contingent upon annual budget appropriations.  
**Financial Implications:** Various Funds - \$600,000  
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700  
**Action:** Adopted Resolution No. 69,340–N.S.

## Recess Items

- 8. Increase of Authorized Funding: Contract No. 8051 for Police Department Substation, 841 Folger Street/3000 Seventh Street**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution ratifying the action taken by the City Manager during recess to increase the amount of funding authorized under Contract No. 8051 by \$250,000 from \$1,995,725.99 to \$2,245,725.99 for rental of the property at 841 Folger Street/3000 Seventh Street.  
**Financial Implications:** Various Funds - \$250,000  
Contact: Andrew Greenwood, Chief of Police, (510) 981-5700  
**Action:** Adopted Resolution No. 69,341–N.S.
- 9. Contract No. 31900071 Amendment: Bigbelly Solar Compacting Trash and Recycling Receptacles**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution ratifying the action taken by the City Manager during recess to execute an amendment to Contract No. 31900071 for nineteen (19) additional Bigbelly Solar, Inc. manufactured Solar Compacting Trash and Recycling Receptacles for Department of Public Works - Zero Waste Division; increasing the original contract amount by \$162,568.16 for an amended total not-to-exceed amount of \$233,868.16. The contract term remains August 1, 2018 to June 30, 2023.  
**Financial Implications:** Measure D Fund - \$162,568  
Contact: Phillip Harrington, Public Works, (510) 981-6300  
**Action:** Adopted Resolution No. 69,342–N.S.

## Consent Calendar

- 10. Ronald V. Dellums Fair Chance Access to Housing Ordinance; Adding BMC Chapter 13.106**  
**From: Mayor Arreguin, and Councilmembers Davila, Harrison, and Bartlett**  
**Recommendation:** Adopt second reading of Ordinance No. 7,692-N.S., the Ronald V. Dellums Fair Chance Access to Housing Ordinance.  
**First Reading Vote:** All Ayes.  
**Financial Implications:** See report  
Contact: Jesse Arreguin, Mayor, (510) 981-7100  
**Action:** Adopted second reading of Ordinance No. 7,692-N.S.

## Consent Calendar

- 11. Calling for a Consolidated General Municipal Election for November 3, 2020**  
**From: City Manager**  
**Recommendation:**  
1. Adopt a Resolution: a) Calling for a General Municipal Election to be consolidated with the Presidential General Election to be held in Berkeley on November 3, 2020; b) Requesting that the Alameda County Board of Supervisors consolidate the City of Berkeley General Municipal Election with the Presidential General Election; c) Authorizing certain procedural and contractual actions; and d) Establishing policies for the filing of candidate statements of qualification.  
2. Adopt a Resolution establishing policies and timelines for filing ballot measure arguments.  
**Financial Implications:** See report  
Contact: Mark Numainville, City Clerk, (510) 981-6900  
**Action:** Adopted Resolution No. 69,343–N.S. (Calling Election); and Resolution No. 69,344–N.S. (Policies).
- 12. Minutes for Approval**  
**From: City Manager**  
**Recommendation:** Approve the minutes for the council meetings of February 4, 2020 (special closed, special and special-worksession), February 11, 2020 (special closed and regular) and February 25, 2020 (regular).  
**Financial Implications:** None  
Contact: Mark Numainville, City Clerk, (510) 981-6900  
**Action:** Approved minutes as submitted.
- 13. Donation to the Animal Shelter from the Stephen and Mary Birch Foundation**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution accepting a donation from the estate of Stephen and Mary Birch in the sum of \$5,000.  
**Financial Implications:** Animal Shelter Donation Fund - \$5,000 (Donation)  
Contact: Erin Steffen, City Manager's Office, (510) 981-7000  
**Action:** Adopted Resolution No. 69,345–N.S.
- 14. Amendment: FY 2020 Annual Appropriations Ordinance**  
**From: City Manager**  
**Recommendation:** Adopt first reading of an Ordinance amending the FY 2020 Annual Appropriations Ordinance No. 7,682–N.S. for fiscal year 2020 based upon recommended re-appropriation of committed FY 2019 funding and other adjustments in the amount of \$28,565,263 (gross) and \$15,378,568 (net).  
**Financial Implications:** See report  
Contact: Teresa Berkeley-Simmons, Budget Manager, (510) 981-7000  
**Action:** Adopted first reading of Ordinance No. 7,694–N.S. Second reading scheduled for April 28, 2020.

## Consent Calendar

**15. Renewal of the North Shattuck Business Improvement District (NSBID)**

**From: City Manager**

**Recommendation:** Adopt a Resolution declaring intent to reestablish the NSBID for the ten-year period beginning July 1, 2020 (FY21) and ending June 30, 2030, setting a public hearing for June 16, 2020 on reestablishment of the District, and directing the City Clerk to conduct all necessary proceedings for reestablishment of the NSBID.

**Financial Implications:** See report

Contact: Eleanor Hollander, Economic Development, (510) 981-7530

**Action:** M/S/C (Hahn/Wengraf) to adopt Resolution No. 69,346–N.S.

**Vote:** Ayes – Kesarwani, Davila, Bartlett, Hahn, Wengraf, Robinson, Droste, Arreguin; Noes – None; Abstain – None; Absent – Harrison (recused – lives within 500 feet of the NSBID).

**16. 1601 Oxford Interest Rate Reduction**

**From: City Manager**

**Recommendation:** Adopt a Resolution: 1. Waiving the Housing Trust Fund Guidelines Section V.B.2 and allowing an interest rate of 1% for Satellite Affordable Housing Associates' (SAHA) 1601 Oxford's development loan; and 2. Authorizing the City Manager to execute all original or amended documents or agreements to effectuate this action.

**Financial Implications:** See report

Contact: Lisa Warhuus, Housing and Community Services, (510) 981-5400

**Action:** Adopted Resolution No. 69,347–N.S.

## Consent Calendar

### 17. Shelter Plus Care Program Renewal Grants

**From: City Manager**

**Recommendation:** Adopt a Resolution authorizing the City Manager to receive funds and execute any agreements and amendments resulting from the renewal of the following grants:

1. Four Shelter Plus Care grants from U.S. Department of Housing and Urban Development (HUD) for up to: a) \$3,305,842 for Tenant-Based Rental Assistance (TBRA) for the period June 1, 2020 through May 31, 2021; b) \$191,491 for sponsor-based rental assistance for the Supportive Housing Network for the period of June 1, 2020 through May 31, 2021, with Resources for Community Development as the project sponsor; c) \$186,380 for sponsor-based rental assistance for the Pathways Project for the period June 1, 2020 through May 31, 2021, with Bonita House, Inc. as the project sponsor; and d) \$2,176,630

in tenant-based rental assistance for the COACH Project grant for the period of January 1, 2021 through December 31, 2021.

2. One grant from the County of Alameda for \$708,195 to provide tenant-based rental assistance to individuals who have HIV/AIDS and other disabilities from March 1, 2020 through February 28, 2021.

In its renewal application to HUD, the City requested to consolidate three of the above grants: 1) Tenant-Based Rental Assistance; 2) Supportive Housing Network and 3) Pathways Project. If approved, the three grants would be consolidated into one with a combine grant amount of up to \$3,683,713.

**Financial Implications:** See report

Contact: Lisa Warhuus, Housing and Community Services, (510) 981-5400

**Action:** Adopted Resolution No. 69,348–N.S.

### 18. Lease Agreement with 200 Marina Blvd, LLC for the Doubletree Hotel

**From: City Manager**

**Recommendation:** Adopt first reading of an Ordinance 1. Authorizing the City Manager to execute the Ground Lease with 200 Marina Blvd, LLC, the owner/ground lessee of the Doubletree Hotel located at the Berkeley Marina for a 60-year term effective from May 14, 2020 through December 31, 2080; and 2. Approving a related Capital Contribution Agreement that 200 Marina Blvd, LLC contribute \$3 million to Marina street improvements.

**Financial Implications:** See report

Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

**Action:** Adopted first reading of Ordinance No. 7,695–N.S. Second reading scheduled for April 28, 2020.

## Consent Calendar

- 19. Grant Application: the Surrendered and Abandoned Vessel Exchange (SAVE) grant program of the California Division of Boating & Waterways**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution authorizing the City Manager or her designee to 1) Apply for and accept a grant in the amount of \$42,000 from the California Division of Boating & Waterways (“DBW”) Surrendered and Abandoned Vessel Exchange (SAVE) grant program for the removal and disposal of anticipated abandoned vessels located at the Berkeley Marina; 2) Execute any amendments thereto; and 3) Authorize a local match contribution of \$4,200.  
**Financial Implications:** \$42,000 (Grant)  
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700  
**Action:** Adopted Resolution No. 69,349–N.S.
- 20. Donation: Friends of Marin Circle – the Balustrade Replacement Project**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution accepting a donation from the Friends of Marin Circle in the amount of \$7,500 for replacement of damaged balustrades at the Marin Circle Fountain Walk.  
**Financial Implications:** \$7,500 (Donation)  
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700  
**Action:** Adopted Resolution No. 69,350–N.S.
- 21. Waiver of Annual Marina Berth Fees for Non-Profits**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution:  
1. Affirming the determination by City staff and the Parks and Waterfront Commission that four non-profit organizations at the Berkeley Marina (Berkeley Racing Canoe Club (“dragon boats”), Cal Sailing Club, The Pegasus Project, and the Blue Water Foundation) are in full compliance with all aspects of Resolution No. 66,544-N.S.; and  
2. Approving the annual waiver of berth fees for the four groups for 2020.  
**Financial Implications:** See report  
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700  
**Action:** Adopted Resolution No. 69,351–N.S.

## Consent Calendar

- 22. Contract: Robert E. Boyer Construction, Inc. for Berkeley Tuolumne Camp Construction Project**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution: 1. Approving the plans and specifications for the Berkeley Tuolumne Camp Project, Specification No. 20-111361-C; and 2. Rejecting the bid protests of Walsh Construction, the second lowest bidder and F&H Construction, the third lowest bidder against Robert E. Boyer Construction; 3. Accepting the bid of Robert E. Boyer Construction, Inc. as the lowest responsive and responsible bidder for the amount of \$35,290,583; and 4. Authorizing the City Manager to execute a contract and any amendments, extensions, or other change orders until completion of the Project in accordance with the approved plans and specifications with Robert E. Boyer Construction, Inc. for the Berkeley Tuolumne Camp Project in an amount not to exceed \$38,819,641 which includes the base bid and a 10% contingency.  
**Financial Implications:** \$38,819,641  
 Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700  
**Action:** Adopted Resolution No. 69,352–N.S.
- 23. Funding for the East Bay Communities and East Bay Municipal Utility District Joint Exercise of Powers Agreement and Defendants’ Side Agreement for the Control of Wet Weather Overflows and Bypasses and Consent Decree Compliance**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution authorizing the City Manager to make payments to the Administrative Agency and Financial Agent (East Bay Municipal Utility District) for administering duties in accordance with the terms and conditions of the Joint Exercise of Powers Agreement (JPA) and the Defendants’ Side Agreement (DSA) to control the wet weather overflows and bypasses for the 5-year period from FY 2020 through FY 2024 in an amount not to exceed \$1,000,000.  
**Financial Implications:** See report  
 Contact: Phillip Harrington, Public Works, (510) 981-6300  
**Action:** Adopted Resolution No. 69,353–N.S.
- 24. Summary Vacation of Sewer Easement at 2009 Addison Street**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution to summarily vacate a sewer easement at 2009 Addison Street.  
**Financial Implications:** None  
 Contact: Phillip Harrington, Public Works, (510) 981-6300  
**Action:** Adopted Resolution No. 69,354–N.S.

## Consent Calendar

- 25. Contract: CF Contracting, Inc. for Sacramento Complete Streets Improvements Project**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution: 1. Approving plans and specifications for the Sacramento Complete Streets Improvements Project, (“Project”), Specification No. 20-11379-C; 2. Accepting the bid of CF Contracting, Inc., the lowest responsive and responsible bidder; and 3. Authorizing the City Manager to execute a contract with CF Contracting, Inc. and any amendments, extensions, and/or change orders until completion of the Project in accordance with the approved plans and specifications, in an amount not to exceed \$2,475,200, which includes a contingency of ten percent.  
**Financial Implications:** See report  
Contact: Phillip Harrington, Public Works, (510) 981-6300  
**Action:** Adopted Resolution No. 69,355–N.S.
- 26. Contract Amendment Contract 10747: Clean Harbors, Inc. for Hazardous Waste Management Services**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution authorizing the City Manager to execute a contract amendment with Clean Harbors, Inc. for hazardous waste management, removal, and disposal services for the City of Berkeley, increasing the contract amount by \$300,000 for an amount not-to-exceed \$450,000 and extend the contract term through June 30, 2022  
**Financial Implications:** See report  
Contact: Phillip Harrington, Public Works, (510) 981-6300  
**Action:** Adopted Resolution No. 69,356–N.S.
- 27. Contract: Bay Cities Paving & Grading, Inc. for Street Rehabilitation FY 2020 Project**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution approving plans and specifications for the Street Rehabilitation FY 2020 Project, Specification No. 20-11367-C; accepting the bid of Bay Cities Paving & Grading, Inc. as the lowest responsive and responsible bidder; and authorizing the City Manager to execute a contract and any amendments, extensions or other change orders until completion of the project, in accordance with the approved plans and specifications in an amount not to exceed \$4,478,909.  
**Financial Implications:** See report  
Contact: Phillip Harrington, Public Works, (510) 981-6300  
**Action:** Adopted Resolution No. 69,357–N.S.



## Consent Calendar

- 28. Contract No. 10552A Amendment: Revel Environmental Manufacturing, Inc. for on-call Storm Water Maintenance Services**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution authorizing the City Manager to amend Contract No. 10552A with Revel Environmental Manufacturing, Inc. for on-call storm water maintenance services, increasing the current contract by \$100,000 for a total contract amount not to exceed \$600,000 and extend the term of the contract through June 30, 2021.  
**Financial Implications:** Zero Waste Fund 601 - \$100,000  
Contact: Phillip Harrington, Public Works, (510) 981-6300  
**Action:** Adopted Resolution No. 69,358–N.S.
- 29. Contract: National Data & Surveying Services, for On-Call Transportation and Parking Survey Consulting Services**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution authorizing the City Manager to execute a contract and any amendments with National Data & Surveying Services for on-call transportation and parking survey consulting services for the period May 15, 2020 to May 14, 2023 with an option of up to two one-year extensions in the amount not-to-exceed \$240,000.  
**Financial Implications:** See report  
Contact: Phillip Harrington, Public Works, (510) 981-6300  
**Action:** Adopted Resolution No. 69,359–N.S.
- 30. Developing a Mechanism to Facilitate an Improved Homeless Point-In-Time Count**  
**From: Homeless Commission**  
**Recommendation:** The Homeless Commission recommends to Council that Council refer to staff to assign an intern or seek a volunteer affiliation, through an educational institution, to conduct outreach to, and engage with, community stakeholders including homeless advocates and persons who are experiencing or have experienced homelessness, to identify how homeless persons can be more thoroughly counted during the upcoming 2021 Berkeley Homeless Point-In-Time count.  
**Financial Implications:** See report  
Contact: Brittany Carnegie, Commission Secretary, (510) 981-5400  
**Action:** Approved recommendation.

## Consent Calendar

- 31. Appointment of Ann Hawkins to the Mental Health Commission**  
**From: Mental Health Commission**  
**Recommendation:** Adopt a Resolution approving the appointment of Ann Hawkins to the Mental Health Commission, as a representative of the special public interest (peer) category, for a three year term beginning April 15, 2020 and ending April 14, 2023.  
**Financial Implications:** None  
Contact: Jamie Works-Wright, Commission Secretary, (510) 981-5400  
**Action:** Adopted Resolution No. 69,360–N.S.

## Council Consent Items

- 32. Budget Referral: \$279,000 to Fund Berkeley Youthworks Participants Commensurate with the Berkeley Minimum Wage**  
**From: Councilmember Davila (Author)**  
**Recommendation:** Budget Referral: Refer to the FY 2020-21 budget process the allocation of \$184,000 for the purpose of funding Youthworks participants at the local minimum wage, which is scheduled to increase in July 2020 to \$15.75 per hour plus the Consumer Price Index.  
**Financial Implications:** See report  
Contact: Cheryl Davila, Councilmember, District 2, (510) 981-7120  
**Action:** Approved recommendation.
- 33. Berkeley Humane's 7th Annual Pints for Paws Fundraiser on June 6, 2020: Relinquishment of Council Office Budget Funds to General Fund and Grant of Such Funds**  
**From: Councilmember Davila (Author)**  
**Recommendation:** Adopt a Resolution approving the expenditure of an amount not to exceed \$250 per Councilmember including \$150 from Councilmember Cheryl Davila, to Berkeley Humane Society's 7th Annual Pints for Paws Fundraiser on June 6, 2020, with funds relinquished to the City's general fund for this purpose from the discretionary Council Office Budgets of Councilmember Davila, the Mayor and any other Councilmembers who would like to contribute.  
**Financial Implications:** See report  
Contact: Cheryl Davila, Councilmember, District 2, (510) 981-7120  
**Action:** Item removed from the agenda by Councilmember Davila.

## Council Consent Items

- 34. Resolution in Support of Senate Bill 54 and Assembly Bill 1080: The California Circular Economy and Plastic Pollution Reduction Act**  
**From: Councilmember Harrison (Author); Councilmember Hahn (Co-Sponsor); Councilmember Davila (Co-Sponsor); Councilmember Wengraf (Co-Sponsor)**  
**Recommendation:** Adopt a Resolution affirming Berkeley's support for Senate Bill 54 and Assembly Bill 1080, The California Circular Economy and Plastic Pollution Reduction Act. Send a letter in support to Assemblymember Gonzalez and Senator Allen.  
**Financial Implications:** See report  
Contact: Kate Harrison, Councilmember, District 4, (510) 981-7140  
**Action:** Adopted Resolution No. 69,361–N.S.
- 35. Support for SB-1160 (Stern) Public Utilities: Electrical and Communication Infrastructure: Undergrounding**  
**From: Councilmember Wengraf (Author); Councilmember Hahn (Co-Sponsor); Councilmember Bartlett (Co-Sponsor)**  
**Recommendation:** Write a letter to Senator Stern in support of SB-1160 and send copies to Senator Nancy Skinner, Assembly Member Buffy Wicks and Governor Gavin Newsom.  
**Financial Implications:** None  
Contact: Susan Wengraf, Councilmember, District 6, (510) 981-7160  
**Action:** Approved recommendation.

Recess 8:43 p.m. – 8:57 p.m.

## Action Calendar – Public Hearings

- 36. General Plan Redesignation and Rezone of The Rose Garden Inn at 2740 Telegraph Avenue (APN 054-1716-002-00), 2744 Telegraph Avenue (APN 054-1716-003-00), and 2348 Ward Street (APN 054-1716-031-00)**  
**From: City Manager**  
**Recommendation:** Conduct a public hearing and upon conclusion:  
 1. Adopt a Resolution amending the General Plan land use designations of portions of parcels that comprise The Rose Garden Inn from Low Medium Density Residential to Avenue Commercial;  
 2. Adopt first reading of an Ordinance amending the Zoning Map for portion of parcels that comprise the Rose Garden Inn from Restricted Two-Family Residential District (R-2) to General Commercial District (C-1); and  
 3. Certify that the reclassification of General Plan land use designations and rezoning are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Classes 1, 3, 5, and 31  
**Financial Implications:** See report  
 Contact: Timothy Burroughs, Planning and Development, (510) 981-7400
- Action:** The Mayor opened the public hearing. M/S/C (Arreguin/Robinson) to continue the public hearing to the April 28, 2020 Council meeting.  
**Vote:** All Ayes.
- 37. Zoning Ordinance Amendments for Family Daycare Homes to comply with Senate Bill 234**  
**From: City Manager**  
**Recommendation:** Conduct a public hearing and, upon conclusion:  
 1. Adopt first reading of an Ordinance amending Berkeley Municipal Code (BMC) Title 23 (Zoning Ordinance) to comply with Family Daycare Home regulations recently enacted by Senate Bill 234 (SB 234); and  
 2. Adopt a Resolution amending Resolution 67,985-N.S., the Planning Department Fee Schedule, to reflect the requirement that no permit fees may be charged for Family Daycare Homes pursuant to SB 234.  
**Financial Implications:** See report  
 Contact: Timothy Burroughs, Planning and Development, (510) 981-7400
- Public Testimony:** The Mayor opened the public hearing. 2 speakers. M/S/C (Hahn/Davila) to close the public hearing.  
**Vote:** All Ayes.
- Action:** M/S/C (Hahn/Davila) to:  
 1. Adopt first reading of Ordinance No. 7,696–N.S. amending Berkeley Municipal Code (BMC) Title 23 (Zoning Ordinance) to comply with Family Daycare Home regulations recently enacted by Senate Bill 234 (SB 234). Second reading scheduled for April 28, 2020.  
 2. Adopt Resolution No. 69,362–N.S. amending Resolution 67,985-N.S., the Planning Department Fee Schedule, to reflect the requirement that no permit fees may be charged for Family Daycare Homes pursuant to SB 234.  
**Vote:** All Ayes.

## Action Calendar (Originally published for March 24, 2020)

### 38. Placing Charter Amendment Measure on the November 3, 2020 Ballot to Establish a Police Board and Director of Police Accountability

**From:** City Manager

**Recommendation:**

1. Adopt a Resolution submitting an amendment to the City Charter to add Article XVIII to establish a Police Board and Director of Police Accountability to a vote of the electors at the November 3, 2020 General Municipal Election.

2. Designate, by motion, specific members of the Council to file ballot measure arguments on this measure as provided for in Elections Code Section 9282.

**Financial Implications:** General Fund - \$300,000-\$500,000

Contact: Dave White, City Manager's Office, (510) 981-7000; Farimah Brown, City Attorney, (510) 981-6950; LaTanya Bellow, Human Resources, (510) 981-6800; Andrew Greenwood, Police, (510) 981-5900

**Action:** 14 speakers. M/S/C (Harrison/Robinson) to:

1. Adopt Resolution No. 69,363–N.S. submitting an amendment to the City Charter to add Article XVIII to establish a Police Accountability Board and Director of Police Accountability to a vote of the electors at the November 3, 2020 General Municipal Election as revised in the material submitted by the City Manager at the meeting, and further revised to change the name from “Police Board” to “Police Accountability Board,” change vote threshold in the text of the measure to “two-thirds,” and to revise the ballot question to read as follows:

*Shall the measure amending the Berkeley City Charter to create an independent Berkeley Police Accountability Board and Director of Police Accountability to provide oversight of the Berkeley Police Department (Department) policies, practices, and procedures; obtain access to records; investigate complaints filed by members of the public against sworn employees of the Department; and recommend discipline of sworn employees of the Department, based upon a preponderance of the evidence, be adopted?*

2. Designate Mayor Arreguin, Councilmember Harrison, Councilmember Wengraf, and Councilmember Bartlett to file ballot measure arguments on this measure as provided for in Elections Code Section 9282.

**Vote:** All Ayes.

**Action:** M/S/Failed (Harrison/Davila) to suspend the rules and extend the meeting to 11:20 p.m.

**Vote:** Ayes – Davila, Bartlett, Harrison, Robinson; Noes – Kesarwani, Wengraf, Droste, Arreguin; Abstain – Hahn.

- 39. Inclusionary Units in Qualified Opportunity Zones** *(Reviewed by the Land Use, Housing and Economic Development Committee)*  
**From: Councilmember Harrison (Author); Councilmember Bartlett (Author); Councilmember Davila (Author); and Councilmember Hahn (Author)**  
**Recommendation:** Adopt an ordinance amending Berkeley Municipal Code Chapter 22.20.065 requiring onsite inclusionary units in new rental developments in Qualified Opportunity Zones (QOZs).  
**Financial Implications:** See report  
Contact: Kate Harrison, Councilmember, District 4, (510) 981-7140  
**Action:** Item removed from the agenda by Councilmember Harrison.
- 40. Amending Tenant Screening Fees Ordinance for Existing Tenancies**  
**From: Mayor Arreguin (Author)** *(Reviewed by the Land Use, Housing & Economic Development Committee)*  
**Recommendation:** Adopt first reading of an Ordinance to amend Berkeley Municipal Code 13.78 (Tenant Screening Fees) to add subsections to prohibit additional fees for existing tenancies and lease terminations.  
**Financial Implications:** None  
Contact: Jesse Arreguin, Mayor, (510) 981-7100  
**Action:** Moved to Consent Calendar. Adopted first reading of Ordinance No. 7,697–N.S. as revised in the Supplemental Communications Packet 2. Second reading scheduled for April 28, 2020.

## Action Calendar

### **Oppose The Alameda County Sheriff's Proposal to Receive An Additional \$85 Million Annually to Dramatically Increase the Sheriff's Office Budgets Especially for Santa Rita Jail During a Pandemic Crisis**

**From: Councilmember Davila (Author), Councilmember Harrison (Co-Sponsor), Councilmember Bartlett (Co-Sponsor)**

**Recommendation:**

1. Adopt a resolution opposing the Alameda County Sheriff's proposal to receive an additional \$85 million annually to dramatically increase the Sheriff's Office budgets, especially for Santa Rita Jail; and
2. Send copies of this resolution to the Alameda County Board of Supervisors prior to their next Board meeting where the proposal will be voted on April 21, 2020.

**Financial Implications:** See report

Contact: Cheryl Davila, Councilmember, District 2, (510) 981-7120

**Action:** M/S/C (Arreguin/Droste) to continue the items entitled " Oppose The Alameda County Sheriff's Proposal to Receive An Additional \$85 Million Annually to Dramatically Increase the Sheriff's Office Budgets Especially for Santa Rita Jail During a Pandemic Crisis" and "Establish a Moratorium on Enforcements of the BMC Chapter 14.48 Sidewalk Ordinance, 3x3 regulation, Encampment Evictions, Sweeps, RV Parking and the towing/ticketing/impounding of vehicles used for shelter during the COVID 19 Pandemic" to the April 21, 2020 meeting.

**Vote:** All Ayes.

## Council Action Items

**Establish a Moratorium on Enforcements of the BMC Chapter 14.48 Sidewalk Ordinance, 3x3 regulation, Encampment Evictions, Sweeps, RV Parking and the towing/ticketing/impounding of vehicles used for shelter during the COVID 19 Pandemic**

**From: Councilmember Davila (Author)**

**Recommendation:**

1. Adopt a resolution establishing a moratorium on enforcements of the BMC Chapter 14.48 Sidewalk Ordinance, 3x3 regulation, Encampment Evictions, Sweeps, RV Parking and the towing/ticketing/impounding of vehicles used for shelter during the COVID 19 Pandemic.

2. Direct the City Manager and/or designee to implement the moratorium.

**Financial Implications:** See report

Contact: Contact: Cheryl Davila, Councilmember, District 2, (510) 981-7120

**Action:** See action for previous item.

## Information Reports

- 41. Public Health Officer's Order Directing the Placement of COVID-19 Isolation and Quarantine Facilities for Persons Experiencing Homelessness on Public Property**  
**From: City Manager**  
Contact: Dee Williams-Ridley, City Manager, City Manager's Office (510) 981-7000  
**Action:** Received and filed.
- 42. Strategic Plan Performance Measures Pilot**  
**From: City Manager**  
Contact: Dave White, City Manager's Office, (510) 981-7000  
**Action:** Received and filed.
- 43. Summary of Aging Services**  
**From: City Manager**  
Contact: Lisa Warhuus, Housing and Community Services, (510) 981-5400  
**Action:** Received and filed.
- 44. Pathways STAIR Center: Fiscal Year 2020 – Six Month Evaluation and Results-Based Accountability Dashboard**  
**From: City Manager**  
Contact: Lisa Warhuus, Housing and Community Services, (510) 981-5400  
**Action:** Referred to the Agenda & Rules Committee for future scheduling.

## Information Reports

- 45. Parks, Recreation & Waterfront Department Capital Improvement Projects (CIP) Update**  
**From: City Manager**  
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700  
**Action:** Received and filed.
- 46. Measure T1 Update**  
**From: City Manager**  
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700  
**Action:** Received and filed.
- 47. Audit Recommendation Status - 911 Dispatchers: Understaffing Leads to Excessive Overtime and Low Morale**  
**From: City Manager**  
Contact: Andrew Greenwood, Police, (510) 981-5900  
**Action:** Received and filed.
- 48. Public Works Capital Improvement Projects: Planned Projects for Fiscal Year 2021**  
**From: City Manager**  
Contact: Phillip Harrington, Public Works, (510) 981-6300  
**Action:** Received and filed.
- 49. Children, Youth and Recreation Commission FY2020 Work Plan**  
**From: Children, Youth, and Recreation Commission**  
Contact: Stephanie Chu, Commission Secretary, (510) 981-6700  
**Action:** Received and filed.
- 50. Civic Arts Grants Program**  
**From: Civic Arts Commission**  
Contact: Jennifer Lovvorn, Commission Secretary, (510) 981-7530  
**Action:** Received and filed.
- 51. Council Referral – Commemorative Tree Program**  
**From: Parks and Waterfront Commission**  
Contact: Roger Miller, Commission Secretary, (510) 981-6700  
**Action:** Received and filed.

**Public Comment – Items Not Listed on the Agenda - 2 speakers.**

## Adjournment

Adjourned at 11:00 p.m.



I hereby certify that the foregoing is a true and correct record of the regular meeting of the City Council held on April 14, 2020.

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Mark Numainville  
City Clerk

## Communications

### City Eviction Moratorium & Suspension of Rent Payments

1. 21 identical and/or similar letters
2. Diana Bohn

### People's Park Restrooms

3. Sheila Mitra-Sarkar
4. Russbumper
5. Max Ventura (2)

### Biking/Safe Social Distance & Essential Businesses

6. Ben Gerhardstein, on behalf of Walk Bike Berkeley (2)
7. Liza Lutzker (3)
8. Dee Williams-Ridley, City Manager
9. Farid Javandel

### Homelessness/Encampments & COVID-19

10. Jessica McGinley, on behalf of the Suitcase Clinic
11. Councilmember Davila
12. Connie Tyler
13. Liz Wiener
14. Osha Neumann, on behalf of the East Bay Community Law Center
15. Russbumper (2)

### Playground Closures

16. Tracy Hollander

### Street Closures & COVID-19

17. Aaron Stein-Chester
18. Michael Katz

### Here/There Encampment

19. Toan Nguyen
20. Jacquelyn McCormick

**Harriet Tubman Terrace**

- 21. Mary Behm-Steinberg
- 22. Darinxoso Oyamasela (2)

**Criminal Inducement/City of Berkeley**

- 23. Artur Stopes III
- Housing Instead of Parking at Berkeley High School**
- 24. Dorothy Walker

**TV & Cable Channels For Schools**

- 25. Adolfo Cabral

**Right to Rescue**

- 26. Lynn Yarbrough

**Upgrading Electricity Accounts City Citywide**

- 27. Tom Kelly

**Undergrounding Emergency Evacuation**

- 28. Victoria Legg

**Shattuck East Street Naming**

- 29. Rani Bagai

**COVID-19 Miscellaneous**

- 30. Sabina McMurtry
- 31. Friends of Adeline
- 32. William Rosen
- 33. Thomas Lord
- 34. Russbumper (2)
- 35. James McFadden
- 36. Bryce Nesbitt
- 37. Margot (2)
- 38. Michael Cooper
- 39. Ben Glickstein
- 40. Stanton Glantz
- 41. Melissa Hartman
- 42. William Rosen
- 43. LA Wood
- 44. David Lerman (2)
- 45. Ramsay Breslin
- 46. Lena Nitsan
- 47. Chimey Lee
- 48. Teresa Clarke
- 49. Twenty-two signees

**Adult School Lot**

- 50. AJ Gilbert (2)
- 51. Councilmember Kesarwani

**Parking Tickets During COVID-19**

- 52. Kent Rasmussen

**Luna Dance Institute**

- 53. Cherie Hill

**Solano Stroll**

- 54. Elizabeth Bronson

**Tree Work Exemption Shelter-in-Place**

- 55. Joe Lamb, on behalf of Brende and Lamb

**Police Oversight Committee**

- 56. Natasha Robinson

**5G**

- 57. Vivian Warkentin (2)

**Cannabis Dispensaries Open During Shelter-in-Place**

- 58. Don Duncan, on behalf of Patients Care Collective (2)
- 59. Kathryn Reiter
- 60. Geoffrey Lomax
- 61. Amber Morris
- 62. Thomas Lord

**Berkeley Relief Fund**

- 63. Sharon Dolan, on behalf of Freight & Salvage

**Senior Retirement Income**

- 64. Barbara Transue

**Berkeley Considers**

**Item 26 (from March 24 Cancelled Meeting): Adopt a Resolution to Upgrade Residential and Commercial Customers to a 100% Greenhouse Gas Emissions-Free Electricity Plan and to Upgrade Municipal Accounts to a 100% Renewable Plan**

- 65. 1 Communication submitted via Berkeley Considers, includes summary information

**Supplemental Communications and Reports 1**

**Item #38: Placing Charter Amendment Measure on the November 3, 2020 Ballot to Establish a Police Board and Director of Police Accountability**

66. George Perezvelez

67. Elliot Halpern, et al

**Supplemental Communications and Reports 2**

**Item #38: Placing Charter Amendment Measure on the November 3, 2020 Ballot to Establish a Police Board and Director of Police Accountability**

68. Katherine Lee, on behalf of the Police Review Commission

69. George Lippman

70. Genevieve Wilson

71. Diana Bohn

72. Norma Harrison

73. Ben Burch

74. Charles Clarke

75. Tracy Rosenberg

**Item #39: Inclusionary Units in Qualified Opportunity Zones**

76. 19 identical form letters – “Vote No on Item 39– Not the Right Policy”

77. 7 identical form letters – “No on Item 39”

78. Susan Friedland, on behalf of Satellite Affordable Housing Associates

79. Diego Aguilar-Canabal

80. Jane Stillwater

81. Alfred Twu (2)

82. Betsy Thagard

83. Andrew Farkas

84. Paul Bickmore

85. Kerrie Hein

86. Juli Dickey

87. Kelly Hammargren

88. Jean Tepperman

89. Lee Bishop

90. Jonathan Singh

91. Bruce Bagnell

92. Barry Fiked and Annie Alcott

93. Gary Miguel

94. Ivar Diehl

95. Margots999

96. Phyllis Orrick

97. Phoebe Anne Sorgen

98. Theo Posselt

99. Margy Wilkinson

100. David Kellogg

101. Terese Fitzpatrick

102. Sally Nelson

103. Nabeel Hyatt

104. John Minot
105. Sarah Boudreau
106. Michael Katz
107. Liz Ozol
108. Jean Tepperman
109. Forest Kaser
110. Beth Andres-Beck
111. Sonya Dublin
112. Jane Kitchel
113. Pam Speich
114. Sabina McMurtry
115. Donna Mickleson
116. Valerie Nibler (2)
117. Virginia Rich
118. Erika
119. Berkeley Neighborhood Council
120. Laurie Capitelli
121. Steven Finacom
122. Amy Gorman
123. Summer Brenner
124. Kevin Burke
125. Linda Franklin
126. Oren Cheyette
127. Nico Calavita

**Item #40: Amending Tenant Screening Fees Ordinance for Existing Tenancies**

128. Supplemental materials, submitted by Mayor Arreguin

**Supplemental Communications and Reports 3**

**Item #36: General Plan Redesignation and Rezone of The Rose Garden Inn at 2750 Telegraph Avenue (APN 054-1716-002-00), 2744 Telegraph Avenue (APN 054-1716-003-00), and 2348 Ward Street (APN 054-1716-031-00)**

129. Steve Finacom

**Item #37: Zoning Ordinance Amendments for Family Daycare Homes to Comply with Senate Bill 234**

130. Presentation, submitted by Planning and Development

**Item #38: Placing Charter Amendment Measure on the November 3, 2020 Ballot to Establish a Police Board and Director of Police Accountability**

131. Igor Tregub
132. Tome Luce
133. Moni Law
134. Chimey Lee
135. Phoebe Sorgen
136. Mary Eliesar

**Item #39: Inclusionary Units in Qualified Opportunity Zones**

137. Elliot Parrish
138. Chimey Lee
139. Rudabeh Pakravan
140. Watson Ladd
141. Paul Menzies, on behalf of Laconia Development
142. Sarah Madden
143. Friends of Adeline
144. Tor Berg
145. Anne Torney
146. Megan Wachspress
147. Julia Cato
148. Ben Gerhardstein
149. Siobhan Lettow
150. Chris Schildt
151. Diego Aguilar-Canabal
152. Philip Soffer
153. Julia Zuckerman
154. Gary Facente
155. Teresa Clarke
156. Jordan Burns
157. Matt Regan, on behalf of Bayarea Council
158. Victoria Legg
159. Catherine Lazio
160. Kristina Lawson, on behalf of HansonBridgett
161. Ryan Patterson, on behalf of Zacks, Freedman & Patterson
162. David Kellogg
163. Varsha Sarveshwar, on behalf of ASUC
164. Peter Waller
165. Judy Hunt
166. Issac Gendler

**Save Our Small (SOS) Business Loan Fund**

167. John Caner, on behalf of the Downtown Berkeley Association
168. Kirsten MacDonald, on behalf of the Berkeley Chamber of Commerce

**MINUTES  
BERKELEY CITY COUNCIL SPECIAL MEETING**

**TUESDAY, APRIL 21, 2020**

**4:00 P.M.**

JESSE ARREGUIN, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI  
DISTRICT 2 – CHERYL DAVILA  
DISTRICT 3 – BEN BARTLETT  
DISTRICT 4 – KATE HARRISON

DISTRICT 5 – SOPHIE HAHN  
DISTRICT 6 – SUSAN WENGRAF  
DISTRICT 7 – RIGEL ROBINSON  
DISTRICT 8 – LORI DROSTE

**PUBLIC ADVISORY: THIS MEETING WILL BE CONDUCTED EXCLUSIVELY THROUGH VIDEOCONFERENCE AND TELECONFERENCE**

*Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, this closed session meeting of the City Council will be conducted exclusively through teleconference and Zoom videoconference. Please be advised that pursuant to the Executive Order and the Shelter-in-Place Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, there will not be a physical meeting location available.*

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*To access the meeting remotely: Join from a PC, Mac, iPad, iPhone, or Android device: Please use this URL <https://zoom.us/j/96450029566>. If you do not wish for your name to appear on the screen, then use the drop down menu and click on "rename" to rename yourself to be anonymous. To request to speak, use the "raise hand" icon by rolling over the bottom of the screen.*

*To join by phone: Dial 1-669-900-9128 and enter Meeting ID: 964 5002 9566. If you wish to comment during the public comment portion of the agenda, Press \*9 and wait to be recognized by the Chair. NOTE: Your phone number will appear on the screen.*

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## Preliminary Matters

**Roll Call:** 3:03 p.m.

**Present:** Davila, Harrison, Hahn, Wengraf, Robinson, Droste, Arreguin

**Absent:** Kesarwani, Bartlett

Councilmember Bartlett present at 3:07 p.m.

Councilmember Kesarwani present at 3:15 p.m.

**Public Comment - Limited to items on this agenda only – 0 speakers**

## CLOSED SESSION:

The City Council will convene in closed session to meet concerning the following:

### 1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

|                      |                                                                                                                                     |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| Property address:    | 235 University Avenue, Berkeley, CA                                                                                                 |
| Agency Negotiators:  | Dee Williams-Ridley, City Manager; Paul Buddenhagen, Deputy City Manager; Scott Ferris, Director of Parks Recreation and Waterfront |
| Negotiating parties: | City of Berkeley and YOONACO dba Hana Japan                                                                                         |
| Property owner:      | City of Berkeley                                                                                                                    |
| Under negotiation:   | Price and terms                                                                                                                     |

**Action:** No reportable action taken.

### 2. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION PURSUANT TO GOVERNMENT CODE SECTIONS 54956.9(a) and 54956.9(d)(1)

a. *Harris v. City of Berkeley, et al., Alameda County Superior Court Action No. RG HG19025563.*

**Action:** No reportable action taken.

## OPEN SESSION:

No reportable action.

## Adjournment

**Action:** M/S/C (Harrison\Davila) to adjourn the meeting.

**Vote:** All Ayes.

Adjourned at 4:51 p.m.



I hereby certify that the foregoing is a true and correct record of the special closed session meeting held on April 21, 2020.

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Mark Numainville  
City Clerk

**MINUTES**  
**BERKELEY CITY COUNCIL MEETING**  
**Tuesday, April 21, 2020**  
**6:00 PM**

JESSE ARREGUIN, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI

DISTRICT 2 – CHERYL DAVILA

DISTRICT 3 – BEN BARTLETT

DISTRICT 4 – KATE HARRISON

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DISTRICT 6 – SUSAN WENGRAF

DISTRICT 7 – RIGEL ROBINSON

DISTRICT 8 – LORI DROSTE

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*This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting. Questions regarding this matter may be addressed to Mark Numainville, City Clerk, (510) 981-6900. The City Council may take action related to any subject listed on the Agenda. Meetings will adjourn at 11:00 p.m. - any items outstanding at that time will be carried over to a date/time to be specified.*

## Preliminary Matters

**Roll Call:** 6:12 p.m.

**Present:** Kesarwani, Davila, Bartlett, Harrison, Hahn, Wengraf, Robinson, Droste, Arreguin

**Absent:** None

### Ceremonial Matters:

1. Adjourn in memory of Joe Engbeck, Local Activist
2. Adjourn in memory of all the victims of the COVID-19 pandemic.

**Action:** M/S/C (Arreguin/Hahn) to suspend certain rules related to comments from Councilmembers and the public and to adopt new rules for the meeting of April 21, 2020.

**Vote:** All Ayes.

### City Manager Comments:

The City Manager provided an update on Emergency Operations Center items. The Health Officers order requiring masks/face coverings in public spaces is effective at 8:00 a.m. on April 23, 2020. This week, City efforts have been focused on supporting local businesses during the pandemic.

**Public Comment on Non-Agenda Matters:** 7 speakers.

## Consent Calendar

**Action:** M/S/C (Arreguin/Hahn) to add an urgent item to the agenda entitled Resolution Urging Action on Business Interruption Insurance pursuant to Government Code 54954.2(b)(2). Councilmembers Harrison and Hahn added as co-sponsors.

**Vote:** All Ayes.

Recess 6:53 p.m. – 7:00 p.m.

**Action:** M/S/C (Hahn/Wengraf) to accept revised materials on Item 8 from Councilmember Harrison.

**Vote:** Ayes – Kesarwani, Bartlett, Harrison, Hahn, Wengraf, Robinson, Droste, Arreguin; Noes – None; Abstain – None; Absent - Davila.

Councilmember Davila absent 7:06 p.m. – 7:07 p.m.

**Public Comment on Consent Calendar and Information Items Only:** 0 speakers.

**Action:** M/S/C (Harrison/Robinson) to adopt the Consent Calendar in one motion except as indicated.

**Vote:** All Ayes.

**Resolution Urging Action on Business Interruption Insurance**

**From: Mayor Arreguin (Author)**

**Recommendation:**

1. Adopt a Resolution Urging the California Insurance Commissioner to appropriately recognize the material physical impacts of COVID-19 on Businesses and to
2. Send a copy of the Resolution to Insurance Commissioner Ricardo Lara, Assemblymembers Wicks and Bonta, Senator Skinner and Governor Newsom.

**Financial Implications:** See report

Contact: Jesse Arreguin, Mayor, (510) 981-7100

**Action:** 1. Adopted Resolution No. 69,364–N.S. and 2. Approved recommendation.

**1. Resolution Reviewing and Ratifying the Proclamation of Local Emergency Due to the Spread of a Severe Acute Respiratory Illness Caused by a Novel (New) Coronavirus (COVID-19)**

**From: City Manager**

**Recommendation:** Adopt a Resolution reviewing the need for continuing the local emergency due to the spread of a severe acute respiratory illness caused by a novel (new) coronavirus (COVID-19) and ratifying the Proclamation of Local Emergency issued by the Director of Emergency Services on March 3, 2020 and initially ratified by the City Council on March 10, 2020.

**Financial Implications:** See report

Contact: Farimah Brown, City Attorney, (510) 981-6950

**Action:** Adopted Resolution No. 69,365–N.S.

**2. Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on April 21, 2020**

**From: City Manager**

**Recommendation:** Approve the request for proposals or invitation for bids (attached to staff report) that will be, or are planned to be, issued upon final approval by the requesting department or division. All contracts over the City Manager's threshold will be returned to Council for final approval.

**Financial Implications:** Mental Health Services Fund - \$192,276

Contact: Henry Oyekanmi, Finance, (510) 981-7300

**Action:** Approved recommendation.

## Consent Calendar

- 3. Contracts: On-Call Landscape Architectural Services for Capital Improvement Projects**  
**From: City Manager**  
**Recommendation:** Adopt three Resolutions authorizing the City Manager to execute contracts and any amendments with the following firms for on-call landscape architectural services for capital improvement projects, for contract periods of May 1, 2020 through April 30, 2023:

  1. BASE Landscape Architecture, for an amount not to exceed \$300,000.
  2. PGA Design, Inc., for an amount not to exceed \$300,000.
  3. RRM Design Group, for an amount not to exceed \$300,000.

**Financial Implications:** See report.  
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700  
**Action:** Adopted Resolution No. 69,366–N.S. (BASE); Resolution No. 69,367–N.S. (PGA); Resolution No. 69,368–N.S. (RRM).
  
- 4. Fiscal Year 2021 Street Lighting Assessments – Initiating Proceedings**  
**From: City Manager**  
**Recommendation:** Adopt two Resolutions describing proposed improvements to be used to in determine the annual assessments levied for Berkeley Street Lighting Assessment District No. 1982-1 and Street Lighting Assessment District No. 2018, and ordering the preparation of Engineer’s Reports.  
**Financial Implications:** See report  
Contact: Phillip Harrington, Public Works, (510) 981-6300  
**Action:** Adopted Resolution No. 69,369–N.S. (District No. 1982-1); Resolution No. 69,370–N.S. (District No. 2018).

## Council Consent Items

- 5. Send a letter to CA Assemblymember Buffy Wicks in support of AB 1851 “Faith-based organization affiliated housing development projects: parking requirements”**  
**From: Councilmember Bartlett (Author), Mayor Arreguin (Author), Councilmember Davila (Co-Sponsor)**  
**Recommendation:** Send a letter to Assemblymember Buffy Wicks expressing the City of Berkeley’s support for AB 1851, which would allow for the elimination of residential parking requirements on faith-based properties for density bonus qualifying housing development projects.  
**Financial Implications:** None  
Contact: Ben Bartlett, Councilmember, District 3, (510) 981-7130  
**Action:** Approved recommendation.

## Action Calendar – Public Hearings

6. **Electric Bike Share Program Franchise Amendment** *(Continued from March 10, 2020)*

**From: City Manager**

**Recommendation:** Pursuant to Berkeley Municipal Code Chapter 9.60, conduct a public hearing and upon conclusion, adopt the first reading of an Ordinance granting a Franchise Agreement Amendment to Bay Area Motivate, LLC, a subsidiary of Lyft Incorporated, to provide shared electric bicycles to the Berkeley public.

**Financial Implications:** See report

Contact: Phillip Harrington, Public Works, (510) 981-6300

**Action:** M/S/C (Arreguin/Robinson) to hold over the item to May 26, 2020.

**Vote:** All Ayes.

## Action Calendar – Continued Business

- A. Oppose The Alameda County Sheriff's Proposal to Receive An Additional \$85 Million Annually to Dramatically Increase the Sheriff's Office Budgets Especially for Santa Rita Jail During a Pandemic Crisis** *(Continued from April 14, 2020)*

**From: Councilmember Davila (Author), Councilmember Harrison (Co-Sponsor), Councilmember Bartlett (Co-Sponsor)**

**Recommendation:**

1. Adopt a resolution opposing the Alameda County Sheriff's proposal to receive an additional \$85 million annually to dramatically increase the Sheriff's Office budgets, especially for Santa Rita Jail; and
2. Send copies of this resolution to the Alameda County Board of Supervisors prior to their next Board meeting where the proposal will be voted on April 21, 2020.

**Financial Implications:** See report

Contact: Cheryl Davila, Councilmember, District 2, (510) 981-7120

**Action:** 10 speakers. M/S/C (Davila/Harrison) to:

1. Adopt Resolution No. 69,371–N.S. as revised here:

*New Title:*

*A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BERKELEY REQUESTING THAT THE ALAMEDA COUNTY BOARD OF SUPERVISORS DELAY VOTING ON THE ALAMEDA COUNTY SHERIFF PROPOSAL TO RECEIVE AN ADDITIONAL \$85 MILLION ANNUALLY TO DRAMATICALLY INCREASE THE SHERIFF'S OFFICE BUDGET FOR SANTA RITA JAIL DURING A PANDEMIC CRISIS*

*New resolved clauses:*

*NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Berkeley that it hereby requests that the Alameda County Board of Supervisors delay voting on Sheriff Ahern's budget increase request until the Board is able to appropriately examine the details of the request, alternative methods of delivering mental health services in the jail and in the community, and other community priorities particularly in light of COVID-19; and*

*BE IT FURTHER RESOLVED, We also urge full transparency and reiterate our support for an independent audit of the Sheriff's office and reinvestment into our communities; and*

*BE IT FURTHER RESOLVED, After reviewing the proposal by the County Sheriff, the Berkeley City Council finds that this funding request is inappropriate and lacks documentation to substantiate the requested funding and staffing increase for the Sheriff's Office and the jail; and*

*BE IT FURTHER AND FINALLY RESOLVED, that the Berkeley City Council will send this resolution to the Board of Supervisors prior to their next Board meeting on April 28, 2020.*

2. Approve recommendation.

**Vote:** All Ayes.

Recess 8:58 p.m. – 9:10 p.m.

## Action Calendar – Continued Business

- B. Establish a Moratorium on Enforcements of the BMC Chapter 14.48 Sidewalk Ordinance, 3x3 regulation, Encampment Evictions, Sweeps, RV Parking and the towing/ticketing/impounding of vehicles used for shelter during the COVID 19 Pandemic** *(Continued from April 14, 2020)*  
**From: Councilmember Davila (Author)**  
**Recommendation:**  
 1. Adopt a resolution establishing a moratorium on enforcements of the BMC Chapter 14.48 Sidewalk Ordinance, 3x3 regulation, Encampment Evictions, Sweeps, RV Parking and the towing/ticketing/impounding of vehicles used for shelter during the COVID 19 Pandemic.  
 2. Direct the City Manager and/or designee to implement the moratorium.  
**Financial Implications:** See report  
 Contact: Cheryl Davila, Councilmember, District 2, (510) 981-7120  
**Action:** 27 speakers. M/S/C (Hahn/Arreguin) to support the City Manager's decision to make enforcement a low priority; to continue enabling staff's ability to take action if needed to protect life and safety; and to support staff's actions to assist the homeless population during the COVID-19 pandemic.  
**Vote:** Ayes – Kesarwani, Bartlett, Harrison, Hahn, Wengraf, Robinson, Droste, Arreguin; Noes – None; Abstain – None; Absent – Davila.

Councilmember Davila absent 10:50 p.m. – 10:57 p.m.

## Council Action Items

- 7. Adopt a Resolution to Upgrade Residential and Commercial Customers to 100% Greenhouse Gas Emissions-Free Electricity Plan and Municipal Accounts to 100% Renewable Plan** *(Reviewed by the Facilities, Infrastructure, Transportation, Environment & Sustainability Committee)*  
**From: Councilmember Harrison (Author), Mayor Arreguin (Author), Councilmember Robinson (Co-Sponsor), Councilmember Hahn (Co-Sponsor)**  
**Recommendation:** Adopt a Resolution to: a. Opt up Berkeley's municipal accounts to Renewable 100 (100% renewable and 100% greenhouse gas-free) electricity service, and refer the estimated increased cost of \$100,040 to the June 2020 budget process. b. Upgrade current and new Berkeley residential and commercial customer accounts from Bright Choice (>85% GHG-free) to Brilliant 100 (100% GHG-free), except for residential customers in low income assistance programs. The transition would be effective October 1, 2020 for residential customers and January 1, 2021 for commercial customers. c. Provide for yearly Council review of the City's default municipal, residential, and commercial plans.  
**Financial Implications:** See report  
 Contact: Kate Harrison, Councilmember, District 4, (510) 981-7140  
**Action:** Referred to the Agenda & Rules Committee for future scheduling.



## Council Action Items

### 8. Urgency Ordinance: Commercial Rent Increase Restrictions During the COVID-19 Emergency

**From: Councilmember Harrison (Author), Councilmember Davila (Co-Sponsor)**

**Recommendation:**

1. Adopt an urgency ordinance amending Berkeley Municipal Code 13.110, Title 13, The COVID-19 Emergency Response Ordinance, limiting commercial rent increases to 10% through and including six months after the local state of emergency has been declared over.

2. Send correspondence to the following:

i. The District Attorney of Alameda County Nancy O'Malley asking that the District Attorney 1) investigate and take action pursuant to Business and Professions Code 17200, et seq. against any commercial real property owner or agent of such who seeks a rent increase of more than that permitted by this ordinance, or seeks a rent increase that has the effect of constructively evicting any commercial tenant; and 2) authorize the Berkeley City Attorney to use Business and Professions Code 17200, et seq. to take actions against any violator of this ordinance or who seeks a rent increase that has the effect of constructively evicting any commercial tenant.

ii. Governor Gavin Newsom, asking for the Governor to take appropriate action against commercial landlords who seek rent increases that have the effect of constructively evicting commercial tenants during the course of this emergency and for a reasonable time after the end of the emergency.

**Financial Implications:** None

Contact: Kate Harrison, Councilmember, District 4, (510) 981-7140

**Action:** 4 speakers. Mayor Arreguin added as a co-sponsor. M/S/C (Harrison/Davila) to:

1. Adopt Ordinance No. 7,698-N.S. as revised in the supplemental materials provided at the meeting to clarify language in findings; clarify that rent increase restrictions are effective upon lease expiration; and clarify that impacted businesses or nonprofits include those unable to accept customers at their location and only open for limited virtual services.

2. Send correspondence as listed in the recommendation.

**Vote:** All Ayes.

**Public Comment – Items Not Listed on the Agenda - 4 speakers.**

## Adjournment

**Action:** M/S/C (Robinson/Davila) to adjourn the meeting.

**Vote:** All Ayes.

Adjourned at 10:58 p.m.

I hereby certify that the foregoing is a true and correct record of the regular meeting of the City Council held on April 21, 2020.

---

Mark Numainville  
City Clerk

## Communications

### Evictions & Rent Payments During the COVID-19 Pandemic & Shelter in Place

1. Bill Bogert
2. Ian Winters, on behalf of the Northern California Land Trust
3. Linda Blair

### Construction During the Pandemic

4. Tina Hand, on behalf of the Bay East Association of Realtors
5. Rachel Rosekind
6. Gene Turitz

### FEMA Trailers

7. Thomas Lord
8. Margy Wilkinson

### COVID-19 General Communications

9. Janice Murota
10. Beth Gerstein, on behalf of Councilmember Kesarwani
11. Jason Meggs (3)
12. Russbumper
13. David Lerman
14. William Rosen
15. Cynthia Larson
16. Victoria Gu, on behalf of Compassionate Bay
17. Walter Wood
18. Kirsten MacDonald, John Caner and Barbara Hillman, on behalf of the Berkeley Chamber, the Downtown Berkeley Association and Visit Berkeley
19. Regina DiMaggio
20. Jacob Steinhardt
21. Bryce Nesbitt

### Encampments

22. Sally Sommer
23. Liz Wiener

- 24. Margy Wilkinson
- 25. Marcia Poole
- 26. Diana Bohn
- 27. Councilmember Harrison
- 28. Tajmal Payne
- 29. Thomas Lord

**Street Cleaning**

- 30. James D'Albora

**Cannabis Dispensaries**

- 31. James Wood

**People's Park Bathroom**

- 32. Sheila Mitra Sarkar (5)
- 33. Councilmember Davila
- 34. Andrea Prichett
- 35. Christopher Kohler
- 36. Arthur Fonseca

**Supplemental Communications and Reports 1**

**Item #A: Oppose The Alameda County Sheriff's Proposal to Receive An Additional \$85 Million Annually to Dramatically Increase the Sheriff's Office Budgets Especially for Santa Rita Jail During a Pandemic Crisis**

- 37. Merle Lustig
- 38. Glen Hauer
- 39. Paul Kivel
- 40. Sally Nelson
- 41. Rivka Polatnick (2)
- 42. Judy Grether
- 43. Katrina Wehrheim
- 44. Tom Luce
- 45. MJ Baumann
- 46. Dave Peattie & Tanya Grove
- 47. Carol Sanders
- 48. Lisa Grosch
- 49. Laura Magnani
- 50. Donald Goldmacher
- 51. Maxina Ventura
- 52. Friends of Adeline
- 53. Iris Starr
- 54. Giuliana Blasi
- 55. Laura Redmond
- 56. Geraldine Slevin
- 57. Talia Lowery
- 58. Nicole McIntyre
- 59. Barbette & Bruce Jackson

60. Jenna Hackman
61. Sarah Maslov
62. Ariadne Wolf
63. Elena Pinsky
64. Sylvie Stein
65. Ivar Diehl
66. Penina Eiberg-Schwartz
67. Ysh Schwartz
68. Ken Yale
69. Alex Early
70. Christina Robinson
71. Marcy Rein
72. Chimey Lee

**Item #B: Establish a Moratorium on Enforcements of the BMC Chapter 14.48 Sidewalk Ordinance, 3x3 regulation, Encampment Evictions, Sweeps, RV Parking and the towing/ticketing/impounding of vehicles used for shelter during the COVID 19 Pandemic**

73. 339 identical form letters
74. Rachel Perea
75. Raul Delarosa
76. Kenshi Husted
77. Barbara Brust
78. Sheila Mitra-Sarkar
79. Anna Steiner
80. Finn Black
81. Anika Grover
82. Noel Lamour
83. June Whitehorse
84. Cora Leigh Moss
85. David Simkin
86. Ivar Diehl

**Item #8: Urgency Ordinance: Commercial Rent Increase Restrictions During the COVID-19 Emergency**

87. Revised material, submitted by Councilmember Harrison
88. Summer Brenner
89. Michael Katz
90. Bruce Bagnell
91. Negeene Mosaed
92. Kerrie Hein
93. Robert Perl
94. Diane Gerstler
95. Cambria Lowe
96. Erica Etelson
97. Roberta Stern
98. Allen Kanner
99. Jane Hargrave

## Supplemental Communications and Reports 2

**Item #A: Oppose The Alameda County Sheriff's Proposal to Receive An Additional \$85 Million Annually to Dramatically Increase the Sheriff's Office Budgets Especially for Santa Rita Jail During a Pandemic Crisis**

100. Nicole Evan McIntyre

**Item #B: Establish a Moratorium on Enforcements of the BMC Chapter 14.48 Sidewalk Ordinance, 3x3 regulation, Encampment Evictions, Sweeps, RV Parking and the towing/ticketing/impounding of vehicles used for shelter during the COVID 19 Pandemic**

101. 14 identical form letters

102. Anjali Vadhri

103. Ian Rogers

104. Austine Peng

105. Margy Wilkinson

106. Veronica Van Gough

107. Jessica Mcginley

108. Jorge Maya

109. Noel Lamour

110. Anna Steiner

111. Anika Grover

112. Charles Clarke

**Item #8: Urgency Ordinance: Commercial Rent Increase Restrictions During the COVID-19 Emergency**

113. Revised material, submitted by Councilmember Harrison

## Supplemental Communications and Reports 3

**Item #1: Resolution Reviewing and Ratifying the Proclamation of Local Emergency Due to the Spread of a Severe Acute Respiratory Illness Caused by a Novel (New) Coronavirus (COVID-19)**

114. Barbara Gilbert.

**Item #5: Electric Bike Share Program Franchise Amendment**

115. Chimey Lee

**Item #A: Oppose The Alameda County Sheriff's Proposal to Receive An Additional \$85 Million Annually to Dramatically Increase the Sheriff's Office Budgets Especially for Santa Rita Jail During a Pandemic Crisis**

116. Chris Taaffe

117. Jean Caiani

118. Chimey Lee

**Item #B: Establish a Moratorium on Enforcements of the BMC Chapter 14.48 Sidewalk Ordinance, 3x3 regulation, Encampment Evictions, Sweeps, RV Parking and the towing/ticketing/impounding of vehicles used for shelter during the COVID 19 Pandemic**

119. 31 identical form letters

120. John Caner, on behalf of the Downtown Berkeley Association
121. Alex Know, on behalf of the Telegraph Business Improvement District
122. Christine Schwartz
123. Adam Stemmler
124. Kelly Hammargren
125. Dandy Harris (2)
126. Councilmember Robinson
127. Kirsten MacDonald (2)
128. Anika Grover
129. Chimey Lee
130. Kathryn Collins
131. Barbara Hillman
132. Deborah LeVeen
133. Marcia Poole
134. Sophia DeWitt
135. Simone Arpaio
136. Ingrid Chen
137. Diana Bohn
138. Dino Sammakieh

**Item #8: Urgency Ordinance: Commercial Rent Increase Restrictions During the COVID-19 Emergency**

139. Revised material, submitted by Councilmember Harrison
140. Eric Etelson
141. Diane Gerstler
142. Chimey Lee (2)
143. Igor Tregub

**Urgent Item: Resolution Urging Action on Business Interruption Insurance**

144. Urgency Item, submitted by Mayor Arreguin

**MINUTES**  
**BERKELEY CITY COUNCIL MEETING**  
**Tuesday, April 28, 2020**  
**6:00 PM**

JESSE ARREGUIN, MAYOR

Councilmembers:

DISTRICT 1 – RASHI KESARWANI  
 DISTRICT 2 – CHERYL DAVILA  
 DISTRICT 3 – BEN BARTLETT  
 DISTRICT 4 – KATE HARRISON

DISTRICT 5 – SOPHIE HAHN  
 DISTRICT 6 – SUSAN WENGRAF  
 DISTRICT 7 – RIGEL ROBINSON  
 DISTRICT 8 – LORI DROSTE

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*To join by phone: Dial **1-669-900-9128** and enter Meeting ID: **962 0768 8419**. If you wish to comment during the public comment portion of the agenda, Press \*9 and wait to be recognized by the Chair.*

*To submit an e-mail comment during the meeting to be read aloud during public comment, email [clerk@cityofberkeley.info](mailto:clerk@cityofberkeley.info) with the Subject Line in this format: "PUBLIC COMMENT ITEM ##." Please observe a 150 word limit. Time limits on public comments will apply. Written comments will be entered into the public record.*

*Please be mindful that the teleconference will be recorded as any Council meeting is recorded, and all other rules of procedure and decorum will apply for Council meetings conducted by teleconference or videoconference.*

*This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting. Questions regarding this matter may be addressed to Mark Numainville, City Clerk, (510) 981-6900. The City Council may take action related to any subject listed on the Agenda. Meetings will adjourn at 11:00 p.m. - any items outstanding at that time will be carried over to a date/time to be specified.*

## Preliminary Matters

**Roll Call:** 6:03 p.m.

**Present:** Kesarwani, Davila, Bartlett, Harrison, Hahn, Wengraf, Robinson, Arreguin

**Absent:** Droste

Councilmember Droste present at 6:10 p.m.

### Ceremonial Matters:

1. Adjourn in memory of all the victims of the COVID-19 pandemic.

### City Manager Comments:

The City Manager provided an update on the efforts of the Emergency Operations Center with regards to the unhoused population and local businesses.

**Action:** M/S/C (Arreguin/Hahn) to suspend certain rules related to comments from Councilmembers and the public and to adopt new rules for the meeting of April 28, 2020.

**Vote:** Ayes – Kesarwani, Davila, Bartlett, Harrison, Hahn, Wengraf, Robinson, Arreguin; Noes – None; Abstain – None; Absent – Droste.

**Public Comment on Non-Agenda Matters:** 5 speakers.

## Consent Calendar

**Public Comment on Consent Calendar and Information Items Only:** 3 speakers.

**Action:** M/S/C (Robinson/Wengraf) to adopt the Consent Calendar in one motion except as indicated.

**Vote:** All Ayes.

## Consent Calendar

1. **Amendment: FY 2020 Annual Appropriations Ordinance**  
**From: City Manager**  
**Recommendation:** Adopt second reading of Ordinance No. 7,694-N.S. amending the FY 2020 Annual Appropriations Ordinance No. 7,682-N.S. for fiscal year 2020 based upon recommended re-appropriation of committed FY 2019 funding and other adjustments in the amount of \$28,565,263 (gross) and \$15,378,568 (net).  
**First Reading Vote:** All Ayes.  
**Financial Implications:** See report  
Contact: Teresa Berkeley-Simmons, Budget Manager, (510) 981-7000  
**Action:** Adopted second reading of Ordinance No. 7,694-N.S.



## Consent Calendar

- 2. Lease Agreement with 200 Marina Blvd, LLC for the Doubletree Hotel**  
**From: City Manager**  
**Recommendation:** Adopt second reading of Ordinance No. 7,695-N.S. 1. Authorizing the City Manager to execute the Ground Lease with 200 Marina Blvd, LLC, the owner/ground lessee of the Doubletree Hotel located at the Berkeley Marina for a 60-year term effective from May 14, 2020 through December 31, 2080; and 2. Approving a related Capital Contribution Agreement that 200 Marina Blvd, LLC contribute \$3 million to Marina street improvements.  
**First Reading Vote:** All Ayes.  
**Financial Implications:** See report  
Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700  
**Action:** Adopted second reading of Ordinance No. 7,695-N.S.
- 3. Zoning Ordinance Amendments for Family Daycare Homes to comply with Senate Bill 234; Amending Berkeley Municipal Code Title 23**  
**From: City Manager**  
**Recommendation:** Adopt second reading of Ordinance No. 7,696-N.S. amending Berkeley Municipal Code (BMC) Title 23 (Zoning Ordinance) to comply with Family Daycare Home regulations recently enacted by Senate Bill 234 (SB 234); and  
**First Reading Vote:** All Ayes.  
**Financial Implications:** See report  
Contact: Timothy Burroughs, Planning and Development, (510) 981-7400  
**Action:** Adopted second reading of Ordinance No. 7,696-N.S.
- 4. Amending Tenant Screening Fees Ordinance for Existing Tenancies; Amending Berkeley Municipal Code Chapter 13.78**  
**From: Mayor Arreguin (Author), Councilmember Harrison (Co-Sponsor), Councilmember Robinson (Co-Sponsor) (Reviewed by the Land Use, Housing & Economic Development Committee)**  
**Recommendation:** Adopt second reading of Ordinance No. 7,697-N.S. amending Berkeley Municipal Code Chapter 13.78 (Tenant Screening Fees) to add subsections to prohibit additional fees for existing tenancies and lease terminations.  
**First Reading Vote:** All Ayes.  
**Financial Implications:** None  
Contact: Jesse Arreguin, Mayor, (510) 981-7100  
**Action:** Adopted second reading of Ordinance No. 7,697-N.S.
- 5. Minutes for Approval**  
**From: City Manager**  
**Recommendation:** Approve the minutes for the council meetings of March 10, 2020 (special closed, and regular), and March 17, 2020 (special).  
**Financial Implications:** None  
Contact: Mark Numainville, City Clerk, (510) 981-6900  
**Action:** Approved minutes as submitted.

## Consent Calendar

- 6. Citizens Redistricting Commission Implementation Ordinance; Adding BMC Chapter 2.10**  
**From: City Manager**  
**Recommendation:** Adopt first reading of an Ordinance establishing regulations and procedures for the Berkeley Citizens Redistricting Commission to supplement the existing provisions of the City Charter related to redistricting, and adding Berkeley Municipal Code Chapter 2.10.  
**Financial Implications:** None  
Contact: Mark Numainville, City Clerk, (510) 981-6900  
**Action:** Adopted first reading of Ordinance No. 7,699–N.S. Second reading scheduled for May 12, 2020. Referred to the City Manager to explore the feasibility of completing the redistricting process as early as possible.
- 7. Formal Bid Solicitations and Request for Proposals Scheduled for Possible Issuance After Council Approval on April 28, 2020**  
**From: City Manager**  
**Recommendation:** Approve the request for proposals or invitation for bids (attached to staff report) that will be, or are planned to be, issued upon final approval by the requesting department or division. All contracts over the City Manager’s threshold will be returned to Council for final approval.  
**Financial Implications:** Sanitary Sewer Operations Fund - \$500,000  
Contact: Henry Oyekanmi, Finance, (510) 981-7300  
**Action:** Approved recommendation.
- 8. Contract: City Data Services for Streamlined Community Agency Contract Administration and Monitoring**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution: 1. Authorizing the City Manager to enter into a contract with City Data Services (CDS) to continue to provide its online data management system to the Department of Health, Housing, and Community Services for the period July 1, 2020 through June 30, 2021 for \$32,160, and; 2. Authorizing the City Manager to extend the contract for an additional three years (FY22, FY23 & FY24), and execute any amendments with CDS for ongoing maintenance of the community agency online applications and reporting systems for an annual service fee of \$32,160 for a total contract not to exceed amount of \$128,640.  
**Financial Implications:** Various Funds - \$128,640  
Contact: Lisa Warhuus, Housing and Community Services, (510) 981-5400  
**Action:** Adopted Resolution No. 69,372–N.S.

## Consent Calendar

**9. Contract No. 32000094 Amendment: Youth Spirit Artworks for Transition Age Youth Case Management and Linkage Services and Tiny House Case Management**

**From: City Manager**

**Recommendation:** Adopt a Resolution authorizing the City Manager or her designee to execute a contract and any amendments with vendor Youth Spirit Artworks (YSA) to provide Transition Age Youth (TAY) case management and linkage services through June 30, 2021 in an amount not to exceed \$217,000. This will extend the existing contract by one year and add in \$117,000 for case management services at the Tiny Homes Village.

**Financial Implications:** See report

Contact: Lisa Warhuus, Housing and Community Services, (510) 981-5400

**Action:** Moved to Action Calendar. 4 speakers. M/S/C (Arreguin/Hahn) to hold the item over to June 2, 2020.

**Vote:** Ayes – Kesarwani, Hahn, Wengraf, Robinson, Droste, Arreguin; Noes – Davila, Bartlett, Harrison.

Recess 7:58 p.m. – 8:10 p.m.

**10. Contract: ENGEO for Testing and Inspection Services for Berkeley Tuolumne Camp Construction Project**

**From: City Manager**

**Recommendation:** Adopt a Resolution authorizing the City Manager to execute a contract and any amendments with ENGEO in an amount not to exceed \$500,000 to provide construction testing and inspection services (including Geotechnical inspections) for the Berkeley Tuolumne Camp Project for the period May 1, 2020 through July 1, 2022.

**Financial Implications:** Camps Fund - \$500,000

Contact: Scott Ferris, Parks, Recreation and Waterfront, (510) 981-6700

**Action:** Adopted Resolution No. 69,373–N.S.

**11. Contract: Andes Construction, Inc. for Sanitary Sewer Rehabilitation at West Frontage Road Crossing Interstate 80 Project**

**From: City Manager**

**Recommendation:** Adopt a Resolution approving plans and specifications for the Sanitary Sewer Rehabilitation at West Frontage Road Crossing Interstate 80 Project; accepting the bid of the lowest responsive and responsible bidder, Andes Construction, Inc.; and authorizing the City Manager to execute a contract and any amendments, extensions, or other change orders until completion of the project in accordance with the approved plans and specifications, in an amount not to exceed \$556,292, which includes a 10% contingency of \$50,572.

**Financial Implications:** Sanitary Sewer Fund - \$556,292

Contact: Phillip Harrington, Public Works, (510) 981-6300

**Action:** Adopted Resolution No. 69,374–N.S.

## Consent Calendar

- 12. Contract Amendments: On-Call Civil Engineering and Construction Management Services, LCC Engineering & Surveying, Inc. and Pavement Engineering Inc.**  
**From: City Manager**  
**Recommendation:** Adopt two Resolutions authorizing the City Manager to execute amendments to
1. Contract No. 31900068 with LCC Engineering & Surveying, Inc. for on-call civil engineering services, increasing the original contract amount by \$1,000,000 for a total not-to-exceed amount of \$1,500,000, and extending the term of the contract from June 30, 2021 to June 30, 2022, and
  2. Contract No. 31900047 with Pavement Engineering Inc. for on-call civil engineering services, increasing the original contract amount by \$1,000,000 for a total not-to-exceed amount of \$2,500,000 and extending the term of the contract from June 30, 2021 to June 30, 2022.
- Financial Implications:** See report  
Contact: Phillip Harrington, Public Works, (510) 981-6300  
**Action:** Adopted Resolution No. 69,375–N.S. (LCC Engineering) and Resolution No. 69,376–N.S. (Pavement Engineering).
- 13. Approving Proposed Projects Anticipated to be Paid for by the State’s Road Maintenance and Rehabilitation Account (RMRA) Funds for FY2021**  
**From: City Manager**  
**Recommendation:** Adopt a Resolution approving a proposed list of projects that will utilize funding from the State of California’s Road Maintenance and Rehabilitation Account, and authorize the City Manager to submit the proposed list to the California Transportation Commission.  
**Financial Implications:** See report  
Contact: Phillip Harrington, Public Works, (510) 981-6300  
**Action:** Adopted Resolution No. 69,377–N.S.
- 14. Filling a Vacancy among the Elected Representatives for the Poor**  
**From: Human Welfare and Community Action Commission**  
**Recommendation:** Adopt a Resolution confirming the appointment of Mr. Carlos Hill (District 1), as an elected representative of the poor on the Human Welfare Community Action Commission (HWCAC), having been selected by the commission members at the HWCAC February 19, 2020 meeting, and that his term expires November 18, 2020.  
**Financial Implications:** None  
Contact: Mary-Claire Katz, Commission Secretary, (510) 981-5400  
**Action:** Adopted Resolution No. 69,378–N.S.

## Action Calendar – Public Hearings

- 15. General Plan Redesignation and Rezone of The Rose Garden Inn at 2740 Telegraph Avenue (APN 054-1716-002-00), 2744 Telegraph Avenue (APN 054-1716-003-00), and 2348 Ward Street (APN 054-1716-031-00) (Continued from April 14, 2020)**
- From: City Manager**
- Recommendation:** Conduct a public hearing and upon conclusion:
1. Adopt a Resolution amending the General Plan land use designations of portions of parcels that comprise The Rose Garden Inn from Low Medium Density Residential to Avenue Commercial;
  2. Adopt first reading of an Ordinance amending the Zoning Map for portion of parcels that comprise the Rose Garden Inn from Restricted Two-Family Residential District (R-2) to General Commercial District (C-1); and
  3. Certify that the reclassification of General Plan land use designations and rezoning are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Classes 1, 3, 5, and 31
- Financial Implications:** See report
- Contact: Timothy Burroughs, Planning and Development, (510) 981-7400
- Action:** Removed from the agenda by the City Manager.
- 16. Submission of the 2020-2025 Consolidated Plan, Including the PY20 Annual Action Plan as informed by the Regional Analysis of Impediments to Fair Housing Choice**
- From: City Manager**
- Recommendation:** Conduct a public hearing on the 2020-2025 Consolidated Plan, including the Program Year (PY) 2020 Annual Action Plan (AAP), and upon conclusion, adopt a Resolution:
1. Approving proposed funding allocations under the PY20 Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and Home Investment Partnerships Program (HOME); and
  2. Authorizing the execution of resultant agreements and amendments with community agencies for the above-mentioned funds; and
  3. Allocating approximately 85% of the PY20 HOME funds to the Housing Trust Fund, up to 5% for Community Housing Development Organization (CHDO) operating funds, and 10% for program administration; and
  4. Authorizing the City Manager to submit the 2020-2025 Consolidated Plan, including the PY20 Annual Action Plan as informed by the Regional Analysis of Impediments to Fair Housing Choice (AI), to the federal Department of Housing and Urban Development (HUD), and addressing any public comments.
- Financial Implications:** See report
- Contact: Lisa Warhuus, Housing and Community Services, (510) 981-5400
- Action:** 0 speakers. M/S/C (Hahn/Robinson) to adopt Resolution No. 69,379–N.S.
- Vote:** All Ayes.

## Action Calendar – New Business

**17. Discussion and Direction Regarding Potential Ballot Measures for the November 3, 2020 General Municipal Election**

**From: City Manager**

**Recommendation:** Discuss possible ballot measures for November 2020, and provide direction to the City Manager about which issues to include in a community survey should the City Council wish to undertake one.

**Financial Implications:** See report

Contact: Dave White, City Manager's Office, (510) 981-7000

**Action:** 7 speakers. M/S/C (Arreguin/Hahn) to provide direction to the City Manager to conduct one community survey on the following subjects:

- Three Versions of the Fire/Emergency Services Revenue Measure (1. Fire and Emergency Services; 2. Fire and Emergency Services plus Public Health Emergency Response; and 3. Fire and Emergency Services, Public Health Response, and Wildfire Safety)
- Citywide Wildfire Prevention Parcel Tax (including fire safety, evacuation, and emergency siren)
- Climate Action Fund – funded by either a tax on gas and diesel fuel wholesale distributors or by an increase in Utility Users Tax from 7.5% to 10%.
- Questions on the impacts of COVID-19
- Designated the Mayor to work with city staff on survey questions.

**Vote:** Ayes – Davila, Bartlett, Harrison, Hahn, Wengraf, Robinson, Droste, Arreguin; Noes – None; Abstain – Kesarwani.

**18. Placing Charter Amendment Measure on the November 3, 2020 Ballot Related to Full-Time Status and Salaries for the Mayor and Councilmembers**

**From: City Manager**

**Recommendation:**

1. Adopt a Resolution submitting an Amendment to Article V of the City Charter regarding the full-time status and salaries for the Mayor and City Council to a vote of the electors at the November 3, 2020 General Municipal Election.
2. Designate, by motion, specific members of the Council to file ballot measure arguments on this measure as provided for in Elections Code Section 9282.

**Financial Implications:** None

Contact: Mark Numainville, City Clerk, (510) 981-6900

**Action:** 5 speakers. M/S/C (Hahn/Harrison) to hold the item over to June 2, 2020.

**Vote:** Ayes – Kesarwani, Bartlett, Harrison, Hahn, Wengraf, Robinson, Droste, Arreguin; Noes – Davila.

## Action Calendar – New Business

**19. Recommendation to Prepare a City Ballot Measure to Create a Climate Action Fund, in response to the Fossil Fuel Free Berkeley referral**

**From: Energy Commission**

**Recommendation:** The Commission recommends that the City Council develop a referendum and seek approval for it on the 2020 ballot to create a Climate Action Fund, which would support actions to achieve the Berkeley Climate Action Plan, to become Fossil Fuel free, and to respond to the Climate Emergency.

**Financial Implications:** See report.

Contact: Billi Romain, Commission Secretary, (510) 981-7400

**Action:** 0 speakers. M/S/C (Arreguin/Robinson) to hold over the item to June 2, 2020.

**Vote:** All Ayes.

## Council Action Items

**20. Placing a Measure on the November 3, 2020 Ballot to Introduce Term Limits for the Mayor and City Councilmembers**

**From: Councilmember Davila (Author)**

**Recommendation:** Adopt a Resolution to draft an Amendment to Article V, Section 14 and 15 of the City Charter for the November 3, 2020 General Municipal Election, limiting the terms of service for the Mayor and City Councilmembers to no more than three consecutive four-year terms or twelve years, with a required two-year hiatus in order to serve additional terms.

**Financial Implications:** See report

Contact: Cheryl Davila, Councilmember, District 2, (510) 981-7120

**Action:** M/S/C (Arreguin/Wengraf) to suspend the rules and extend the meeting to 11:10 p.m.

**Vote:** All Ayes.

**Action:** M/S/C (Arreguin/Wengraf) to suspend the rules and extend the meeting to 11:20 p.m.

**Vote:** All Ayes.

**Action:** 5 speakers. M/S/C (Arreguin/Kesarwani) to take no action on Item 20.

**Vote:** Ayes – Kesarwani, Bartlett, Harrison, Hahn, Wengraf, Robinson, Arreguin; Noes – Davila; Abstain – Droste.

## Information Reports

**21. FY 2020 Mid-Year Budget Update**

**From: City Manager**

Contact: Teresa Berkeley-Simmons, Budget Manager, (510) 981-7000

**Action:** Held over to May 12, 2020.

## Information Reports

### 22. Eight Previous Referrals To The Planning Department Which Can Be Tracked As Fulfilled

**From: City Manager**

Contact: Timothy Burroughs, Planning and Development, (510) 981-7400

**Action:** Received and filed.

**Public Comment – Items Not Listed on the Agenda** 4 speakers.

## Adjournment

**Action:** M/S/C (Davila/Wengraf) to adjourn the meeting.

**Vote:** Ayes – Kesarwani, Davila, Bartlett, Harrison, Hahn, Wengraf, Robinson, Arreguin;  
Noes – None; Abstain – None; Absent – Droste.

Councilmember Droste absent 11:18 p.m. – 11:19 p.m.

Adjourned at 11:19 p.m.

I hereby certify that the foregoing is a true and correct record of the regular meeting of the City Council held on April 28, 2020.

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Mark Numainville  
City Clerk

## Communications

### COVID-19 General

1. David Lerman (2)
2. Diana Diaz Morales
3. Jason Meggs
4. Margots999
5. Jurgen Aust
6. Thomas Lord

### Rental Protection & Evictions

7. Saki Bailey, on behalf of Bay Area Community Land Trust
8. Lisa Camasi
9. Darinxoso Oyamasela

### Encampments



10. Osha Neumann
11. Christopher Kohler
12. Margy Wilkinson (2)
13. Marcia Poole
14. Janice Schroeder
15. Rivka Polatnick
16. Erica Etelson
17. Starchild
18. David Schroeder
19. Christopher Kohler
20. Andrea Henson
21. Esther Dane
22. Diana
23. Steve Gilmartin

### **Berkeley's Mayor Webpage**

24. David Lerman

### **1533 Beverly Place – Appeal of ZAB Decision**

25. Rena Rickles, on behalf of client

### **Street Space + Beg Button for Walking and Biking**

26. Liza Lutzker
27. Dee Williams-Ridley
28. Ben Gerhardstein
29. John Kenney
30. Farid Javandel
31. Charles Siegel (2)

## **Supplemental Communications and Reports 1**

- None

## **Supplemental Communications and Reports 2**

### **Item #16: Submission of the 2020-2025 Consolidated Plan, Including the PY20 Annual Action Plan as informed by the Regional Analysis of Impediments to Fair Housing Choice**

32. David Kellogg

### **Item #19: Recommendation to Prepare a City Ballot Measure to Create a Climate Action Fund, in response to the Fossil Fuel Free Berkeley referral**

33. Igor Tregub, on behalf of the Sierra Club Northern Alameda County Group

## **Supplemental Communications and Reports 3**

### **Item #3: Zoning Ordinance Amendments for Family Daycare Homes to comply with Senate Bill 234: Amending Berkeley Municipal Code Title 23**

34. Bryce Nesbitt

**Item #16: Submission of the 2020-2025 Consolidated Plan, Including the PY20 Annual Action Plan as informed by the Regional Analysis of Impediments to Fair Housing Choice**

- 35. Presentation, submitted by HHCS
- 36. Carole Marasovic

**Item #17: Discussion and Direction Regarding Potential Ballot Measures for the November 3, 2020 General Municipal Election**

- 37. Presentation, submitted by the CMO

**Item #18: Placing Charter Amendment Measure on the November 3, 2020 Ballot Related to Full-Time Status and Salaries for the Mayor and Councilmembers**

- 38. Marcia Poole
- 39. Carole Marasovic

**Item #19: Recommendation to Prepare a City Ballot Measure to Create a Climate Action Fund, in response to the Fossil Fuel Free Berkeley referral**

- 40. 8 form letters, all similarly worded
- 41. Kaethe Weingarten
- 42. Jack Litewka
- 43. Jessica Woodard
- 44. Igor Trebug, on behalf of the Sierra Club
- 45. David Lee Cook
- 46. Kate Bancroft
- 47. Ben Gerhardstein
- 48. Terry Fletcher

**Item #20: Placing a Measure on the November 3, 2020 Ballot to Introduce Term Limits for the Mayor and City Councilmembers**

- 49. Carole Marasovic

**Miscellaneous Communications – Not on the Agenda**

- 50. Carole Marasovic



Office of the City Manager

04

CONSENT CALENDAR  
May 26, 2020

To: Honorable Mayor and Members of the City Council  
 From: Dee Williams Ridley, City Manager  
 Submitted by: David White, Deputy City Manager  
 Subject: California Governor's Office of Emergency Services – Authorized Agent for Disaster Relief for COVID-19

RECOMMENDATION

Adopt a Resolution designating the City Manager as the Authorized Agent for the purpose of obtaining certain federal and state financial assistance related to preparation for, response to, and recovery from the COVID-19 pandemic.

FISCAL IMPACTS OF RECOMMENDATION

The California Governor's Office of Emergency Services (Cal OES) is administering applications for disaster relief funding, including Federal Emergency Management Agency (FEMA) Public Assistance (PA) funds. Costs related to COVID-19 that are incurred by the City and deemed eligible for FEMA PA funding are reimbursable by the Federal government at 75% and potentially by the State at up to 18.75%. In other words, for every \$100 dollars of COVID-19 expenditures deemed eligible, the City may be reimbursed for up to \$93.75.

CURRENT SITUATION AND ITS EFFECTS

In order to obtain certain federal and state financial assistance related to the COVID-19 pandemic, the City must formally designate by resolution an Authorized Agent to execute applications, agreements, and other actions pertaining to disaster relief and emergency assistance. This resolution must be filed with the California Governor's Office of Emergency Services along with a completed "Designation of Applicant's Agent Resolution for Non-State Agencies" form (Cal OES Form 130) (Exhibit A).

BACKGROUND

On March 3, 2020, the City Manager, in her capacity as Director of Emergency Services, proclaimed an Emergency due to conditions of extreme peril to the safety of persons and property within the City as a consequence of the global spread of a severe acute respiratory illness caused by a novel (new) coronavirus (COVID-19). On March 10, 2020, City Council adopted a resolution ratifying the Proclamation of Local Emergency.

On March 4, 2020, the Governor of California proclaimed a State of Emergency in response to COVID-19. On March 13, 2020, the President declared that the COVID-19 outbreak in the United States constitutes a National Emergency. On March 22, 2020, the U.S. President approved a Major Disaster Declaration for the State of California, making federal funding available to local governments and other jurisdictions to address this crisis, beginning on January 20, 2020 and continuing.

In the months leading up to the formal proclamation of local emergency, and in the many weeks since, the City of Berkeley has undertaken unprecedented actions to ensure the health and wellbeing of its citizens. These include, but are not limited to:

- establishing shelter, isolation, and quarantine sites across the City (including trailer sites, a rehabilitated house, and a converted community center) in the event that these facilities are needed to shelter vulnerable, infected, and/or exposed residents;
- transporting COVID-positive and COVID-vulnerable unhoused people to isolation and quarantine sites;
- developing a testing site in partnership with Lifelong Medical and UC Berkeley to test vulnerable community members, including those without access to health care, as well as first responders and other essential City employees;
- installing public handwashing stations and port-a-potties throughout the City;
- increasing the City's information technology capacity to support a citywide remote workforce;
- expanding the City's communication capabilities to enable timely and extensive information-sharing, including website enhancements, to better provide comprehensive public education, updates, and resources for residents, businesses, and the media; and
- operating an Emergency Operations Center to oversee and coordinate all of the above activities and purchase critical equipment, materials, and supplies.

The costs already incurred by the City as a result of the COVID-19 pandemic are substantial. Depending on the length and extent of the crisis, the City will continue to shoulder currently unbudgeted costs associated with COVID-19 for some time to come – all amidst a severe economic downturn.

Given these circumstances, it is incumbent upon the City to maximize opportunities for reimbursement from state and federal sources. Designating the City Manager as the City of Berkeley's Authorized Agent opens the door for reimbursement of both the

significant costs incurred by the City to date and anticipated future expenditures associated with the COVID-19 pandemic.

RATIONALE FOR RECOMMENDATION

In order to apply for disaster relief from state and federal sources, the California Governor's Office of Emergency Services requires that the applicant (City of Berkeley), designate an Authorized Agent.

CONTACT PERSON

David White, Deputy City Manager, City Manager's Office, 981-7012

Attachments:

1: Resolution

Exhibit A - Cal OES Form 130 (Designation of Applicant's Agent Resolution for Non-State Agencies)

RESOLUTION NO. ##,###-N.S.

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES –  
AUTHORIZED AGENT FOR DISASTER RELIEF FOR COVID-19

WHEREAS, on March 3, 2020, the City Manager in her capacity as Director of Emergency Services, proclaimed an Emergency due to conditions of extreme peril to the safety of persons and property within the City as a consequence of the global spread of a severe respiratory illness caused by a novel (new) corona virus (COVID-19); and

WHEREAS, on March 10, 2020, City Council adopted a resolution ratifying the March 3, 2020, Proclamation of Local Emergency; and

WHEREAS, on March 4, 2020, the Governor of California ordered a statewide State of Emergency in response to COVID-19; and

WHEREAS, on March 13, 2020, the U.S. President declared that the COVID-19 outbreak in the United States constitutes a National Emergency;

WHEREAS, on March 22, 2020, the U.S. President approved a Major Disaster Declaration for the State of California, making federal funding available to local governments and other jurisdictions to address this crisis, beginning on January 20, 2020 and continuing; and

WHEREAS, to ensure the health and wellbeing of its citizens during the COVID-19 pandemic, the City of Berkeley has incurred significant unbudgeted costs and anticipates additional costs until the resolution of this public health crisis; and

WHEREAS, the main sources for disaster financial assistance are the state and federal government; these sources include, but are not limited, to Federal Emergency Management (FEMA) Public Assistance (PA) funding, which is administered by the California Governor's Office of Emergency Services (Cal OES); and

WHEREAS, in order to obtain certain federal and state financial assistance related to COVID-19, Cal OES requires the City to formally designate by resolution an Authorized Agent to execute applications, agreements, and other actions pertaining to disaster relief with Cal OES.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is hereby designated as the Authorized Agent for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

May 26, 2020

BE IT FURTHER RESOLVED that such Authorized Agent shall provide to Cal OES for all matters pertaining to such state disaster assistance the assurances and agreements required.

BE IT FURTHER RESOLVED that the City Clerk is authorized to submit a Cal OES "Designation of Applicant's Agent Resolution for Non-State Agencies" Form 130 (Exhibit A) with the information contained in this resolution.

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION  
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE \_\_\_\_\_ OF THE \_\_\_\_\_  
(Governing Body) (Name of Applicant)

THAT \_\_\_\_\_, OR  
(Title of Authorized Agent)

\_\_\_\_\_, OR  
(Title of Authorized Agent)

\_\_\_\_\_  
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the \_\_\_\_\_, a public entity  
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the \_\_\_\_\_, a public entity established under the laws of the State of California,  
(Name of Applicant)

hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

**Please check the appropriate box below:**

This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

This is a disaster specific resolution and is effective for only disaster number(s) \_\_\_\_\_

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

**CERTIFICATION**

I, \_\_\_\_\_, duly appointed and \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_, do hereby certify that the above is a true and correct copy of a  
(Name of Applicant)

Resolution passed and approved by the \_\_\_\_\_ of the \_\_\_\_\_  
(Governing Body) (Name of Applicant)

on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)



STATE OF CALIFORNIA  
GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
Cal OES 130 - Instructions

Cal OES Form 130 Instructions

**A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.**

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

**Resolution Section:**

**Governing Body:** This is the group responsible for appointing and approving the Authorized Agents.  
Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

**Name of Applicant:** The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

**Authorized Agent:** These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, **this document must be accompanied by a cover letter naming the Authorized Agents by name and title.** This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

**Governing Body Representative:** These are the names and titles of the approving Board Members.  
Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

**Certification Section:**

**Name and Title:** This is the individual that was in attendance and recorded the Resolution creation and approval.  
Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification.")





Office of the City Manager

05

CONSENT CALENDAR  
May 26, 2020

To: Honorable Mayor and Members of the City Council  
 From: Dee Williams-Ridley, City Manager  
 Submitted by: Jordan Klein, Economic Development Manager  
 Subject: Assessments: Downtown Berkeley Property Based Business Improvement District

RECOMMENDATION

Adopt a Resolution approving the Downtown Berkeley Property Based Business Improvement District (DPBID) Annual Report of FY 2020 and proposed budget for FY 2021, and declaring Council's intention to levy an annual assessment for the DPBID for FY 2021.

SUMMARY

The Downtown Berkeley Property Based Business Improvement District (DPBID, "Downtown BID" or "the District") provides cleaning, hospitality and marketing services for Berkeley's central business district. In May of 2016 the DPBID was geographically expanded and renewed for a ten year period, authorizing operations through December 31, 2026, and designating the Downtown Berkeley Association (DBA) as the District's Owners' Association. Annually, Council must approve the DPBID's annual report and proposed budget and declare its intention to levy an annual assessment.

The City of Berkeley owns eleven parcels within the boundaries of the DPBID and is required by state law to pay the associated assessments. The assessment payment will be \$141,372.51 in FY 2021; in addition, the City will pay the General Benefit portion of the DPBID costs. The engineer's report commissioned for the reestablishment of the Downtown BID in 2016 calculated that the general benefit for the district is \$16,814 annually. In 2011, the City increased parking meter rates (see Ordinance No. 7,183-N.S.) in the Downtown area to fund payment of the general benefit fees.

FISCAL IMPACTS OF RECOMMENDATION

Assessments levied in the Downtown Berkeley Property Based Business Improvement District (DPBID) support a package of improvements and activities approved by the property owners and the City Council when the District was renewed for a ten year period on May 31, 2016 (Resolution No. 67,520-N.S.). Assessment funds are collected by Alameda County, relayed to the City of Berkeley, and disbursed through a contract with the Downtown Berkeley Association (DBA), a private owners' association that was established to implement the Management District Plan.

In May of 2016, the City Council authorized the City Manager to execute a contract and any amendments with the DBA, not to exceed \$3,940,625 of BID revenues, to implement the Downtown Berkeley Management District Plan for the period January 1, 2017 to December 31, 2019, with the option to extend the contract for two additional years (Contract No. 10462). Staff has implemented that extension, increasing the contract's total amount to \$6,907,039 for a term to conclude on June 30, 2021. In addition, the University of California has agreed to a contribution to the DPBID of \$111,467 for FY 2021. Overall the budget of the DPBID for FY 2021 is approximately \$1,560,150 inclusive of taxable and non-taxable parcels and private donations, and net of the County 1.7% collection fee on private parcels. The DPBID Assessment Revenue amount articulated in Exhibit A (\$1,639,366) is slightly different (\$79,216) to account for uncollectable property tax and funds that will be carried forward from the prior year.

The assessment billing for private commercial property, including properties billed on the utility roll, less the county collection fee (approximately \$21,235), is expected to be \$1,244,686 in FY 2021. Annual and accrued assessment funds are deposited in the Downtown Property Based Business Improvement District (DPBID) Fund (786-21-208-251-0000-000-000-412110) and expended from fund number 786-21-208-251-0000-000-446-636110. These totals reflect no assessment increase, as determined at the DBA Board of Directors meeting on March 26, 2020. Per the Management District Plan, an annual increase of 5% is allowable to cover inflation costs if approved by a majority of the Owners' Association Board of Directors.

Under the provisions of Proposition 218 in the California Constitution, government agencies must pay assessments on properties they own in property based business improvement districts, just like private property owners, unless they receive no benefit. Payment is collected from private property owners through property tax bills near the end of the calendar year. Payments are due from non-property tax-paying entities concurrently. The City of Berkeley owns eleven parcels within the DPBID boundaries; the City's assessment payment in FY 2021 would be \$130,195 and \$11,177.60 for a parcel owned by the City of Berkeley Joint Powers Authority at 2015 Addison Street, which is unchanged from the FY 2020 assessment amount (total \$141,372.51).

The City also pays the "general benefit" portion of the PBID budget, or roughly \$16,814.10 for fiscal year 2021. "General benefits" represent that small portion of the overall benefits generated by a PBID which are found to accrue to the general public who are not assessed and do not participate in the economic or social activities of the district. In total, the City is responsible for a contribution of \$158,186.51 to the DPBID in FY 2021. This amount is billed directly to the City and paid through the Off-Street Parking Fund (627-54-622-665-3002-000-474-639990). On June 14, 2011, Council adopted Ordinance No. 7,183-N.S. increasing parking meter rates in the Downtown to fund payment of these fees.

By financing improvements, maintenance and welcoming activities for the City's central business district, the DPBID indirectly enhances sales tax, business license tax and other business-related City revenue sources.

#### CURRENT SITUATION AND ITS EFFECTS

State legislation that authorizes formation of property-based BIDs (*California Streets and Highways Code*, Sections 36600 et. seq.) requires that the BID governing body submit an Annual Report on operations and a budget proposal to the City Council each year. The City Council may approve the report with a Resolution to reauthorize the annual assessments.

The Board of Directors of the Downtown Berkeley Association met in a publicly noticed meeting on March 26, 2020 to review the Annual Report for the DPBID for FY 2020 and budget for FY 2021 (Exhibit A). The Board of Directors voted to recommend no increase (0%) in the assessment for FY21, and to approve the proposed budget for FY 2021 and the Annual Report for FY 2020. The Board recommended that the FY 2020 Annual Report and Proposed Budget for FY 2021 be approved by the City Council. There were no recommended changes to the DPBID boundaries nor changes to the assessment formula as established during the district renewal in 2016. Council can adopt the recommended Resolution which will confirm the DPBID assessment, and thus enable continuous BID operations for another year.

#### BACKGROUND

The DPBID is a benefit assessment district that provides cleaning, hospitality and marketing services for Downtown Berkeley. The DPBID was created in 2011 pursuant to California's "Property and Business Improvement District Law of 1994" to provide needed improvements and activities to assessed property owners. The DPBID was re-established and expanded by Resolution of the Berkeley City Council on May 31, 2016 (Resolution No. 67,520-N.S.) for the ten-year term beginning July 1, 2016 and ending June 30, 2026, with operations to occur over the ten year calendar year period beginning January 1, 2017 and ending December 31, 2026.

The DPBID finances services and improvements that maintain and improve the district's streetscape and public areas, improve the pedestrian experience for workers, visitors and residents, and attract new businesses and development. Key services include hospitality and cleaning ambassador teams, beautification projects, business attraction and retention, marketing and events. The improvements and activities that the DPBID finances to enhance Downtown Berkeley's environment for property owners, residents, workers and visitors include:

#### *Environmental Enhancements:*

- Maintenance teams sweep, scrub, and pressure wash sidewalks, remove litter and graffiti, and increase the frequency of trash removal and maintain landscaping throughout the District.

- Hospitality Ambassadors provide visitor information, safety escorts, merchant outreach, liaison activities with city services, event support, homeless services outreach and referrals, and coordinate work with local police, businesses and property owners to prevent crime and address quality of life issues.
- Beautification and place-making improvements that make Downtown Berkeley more attractive, including enhanced landscaping, holiday décor, way-finding signage, trash receptacles, planters, urban design plans, bike racks, programming of BART Plaza and other public spaces, etc.

*Economic Enhancements:*

- Promote and support local business through providing liaison services with City staff, and attracting new businesses and investment that further the strategic goals of the Downtown.
- Advance Downtown Berkeley's evolution as a regional destination for arts, culture and entertainment.
- Marketing and communications to support DPBID activities and improvements
- Strategies to improve the parking and transit experience to support local businesses, residents, and arts/culture/civic destinations.
- Leadership through research and community education to represent the Downtown community with one clear voice.

Due to high levels of pedestrian traffic in the core of the Downtown and the attendant need for higher levels of service there, the DPBID has three benefit zones as delineated in the 2016 District Management Plan. There is a two-tiered core service zone and a third zone which covers the three block 2016 expansion area along the southern portion of Shattuck Avenue.

ENVIRONMENTAL SUSTAINABILITY

By maintaining and enhancing the DPBID, the DBA creates shopping opportunities for residents and visitors alike while encouraging alternative forms of transportation. The District encompasses the area surrounding the Downtown BART Station and several AC Transit lines that provide easy accessibility for visitors coming to and from this popular regional destination. Because the District is well served by public transportation and biking infrastructure, these services indirectly support environmental sustainability goals of encouraging alternative transportation choices.

RATIONALE FOR RECOMMENDATION

Property and Business Improvement District Law of 1994 requires that the BID Board prepare an Annual Report for each fiscal year in which assessments are to be levied. Council action is required to approve the BID's Annual Report and declare its intent to levy assessments.

This private/public partnership will continue to provide significant resources for revitalization of the Downtown Core Commercial District, which has had a transformational effect on the physical and economic health of the City of Berkeley.

ALTERNATIVE ACTIONS CONSIDERED

The DBA Board of Directors considered an increase in assessment rates, up to the allowable 5%, but instead decided on no increase, determining that the current rates sufficiently cover the slate of services outlined in the FY2021 budget and work plan.

CONTACT PERSON

Eleanor Hollander, Economic Development Project Coordinator, Office of Economic Development, 981-7536

Attachments:

- 1: Resolution: Confirm Downtown Property Based Business Improvement District (DPBID) Annual Report and Levy Annual Assessment
  - Exhibit A: DPBID Annual Report for FY 2020 and Proposed Budget for FY 2021
  - Exhibit B: DPBID FY 2021 Assessment Roll

RESOLUTION NO. ##,###-N.S.

APPROVING THE ANNUAL REPORT OF THE DOWNTOWN PROPERTY BASED BUSINESS IMPROVEMENT DISTRICT AND LEVYING ASSESSMENTS FOR FY 2021

WHEREAS, the Property and Business Improvement District Law of 1994 as amended (California Streets and Highways Code Section 36600 et.seq.) authorizes cities, with the consent of property owners, to fund property-related improvements, maintenance and activities through the levy of assessments upon the real property that benefits from the improvements, maintenance and activities; and

WHEREAS, the City Council renewed the Downtown Property Based Business Improvement District (hereafter, "the District") by Resolution No. 67,520 -N.S. on May 31, 2016; and

WHEREAS, the City Council has now received the *Annual Report of the Downtown Property Based Business Improvement District for FY 2020* (Annual Report, attached as Exhibit A) from the Downtown Business Association, the governing body for the District, that describes the operations of the District in FY 2020, recommends services for FY 2021 and proposes a budget for FY 2021.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that pursuant to provisions of Section 36600 et. seq. of the California Streets and Highways Code, the City Council approves the Annual Report for FY 2020 and declares its intent to levy special assessments on property within the boundaries of the District for FY2021.

BE IT FURTHER RESOLVED that that the boundaries of the District and the method and basis for the assessment remain the same as those set forth and approved in the *Downtown Business Improvement District Management Plan* (Plan) which was made part of Resolution No. 67,520 -N.S., renewing the District.

BE IT FURTHER RESOLVED that the improvements and activities to be provided are those described in the Plan and the Annual Report and that the cost of providing the improvements and activities is as described in the budget attached to the Annual Report.

BE IT FURTHER RESOLVED that to finance these improvements and activities, the Annual Report and Budget includes no increase in assessment rates. Following adoption of this resolution, the City Council may confirm the Annual Report and levy assessments for FY 2021 and confirm disbursement of DPBID assessment revenue to the Downtown Berkeley Association provided for in Contract No.104629 and associated amendments.

Exhibits

A: DPBID Annual Report for FY 2020 and Proposed Budget for FY 2021

B: DPBID Assessment Roll FY 2021



**EXHIBIT A**  
**2020 ANNUAL REPORT OF THE DOWNTOWN BERKELEY PROPERTY-BASED  
BUSINESS IMPROVEMENT DISTRICT (PBID)**

By the Downtown Berkeley Association

The Downtown Berkeley Property-Based Business Improvement District (DBPBID), managed by the Downtown Berkeley Association (DBA) was approved for a ten-year period by an affirmative vote of the property owners of the Downtown Berkeley commercial district by mail-in ballot during the spring 2016. This vote was affirmed without protest by City Council on May 31, 2016. The DBPID commenced operations on January 1, 2017, and the DBA operates on a calendar year basis. In accordance with 36650 (b) of the Streets and Highway Code for the State of California, the DBA affirms the following:

1. The DBA proposes no changes in PBID boundaries for the 2021 fiscal year (July 1, 2020 to June 30, 2021).
2. The DBA will continue with the same services as has been outlined in the Management District Plan Final Plan of May 30, 2016. These services include Environmental Enhancements such as hospitality services, cleaning services, beautification, and landscaping; as well as Economic Enhancements such as district marketing, promotion, event, and business attraction and retention.
3. The budget approved on March 26, 2020 by the DBA Board of Directors calls for expenditures in FY21 to be \$1,835,992.
4. On March 26, 2020, the DBA Board approved a 0% assessment rate increase for FY2021.
5. The 2020-21 budget (FY21) approved to the DBA Board of Directors includes a carry forward of \$767,604 in assets.
6. The approved FY2021 budget envisions a loss of (\$177,425) to be incurred to the carry forward funds of \$767,604, resulting in a year-end balance of \$590,179.
7. In addition to assessments levied on real property, the 2020-21 (FY21) budget envisions \$18,000 additional revenue will be derived from a contract for ambassador and cleaning, \$60,000 in event sponsorship revenue, as well as, de minimis interest earned of \$1,200 due to low interest rates currently paid by financial institutions.

**Fiscal Year 2021 (FY21)**  
**BUDGET OF THE DOWNTOWN BERKELEY PROPERTY-BASED BUSINESS**  
**IMPROVEMENT DISTRICT (PBID)**  
 By the Downtown Berkeley Association

**REVENUE**

|                                   |                    |
|-----------------------------------|--------------------|
| PBID Assessment Revenue           | \$1,639,366        |
| Contract Services                 | \$18,000           |
| Interest Income and Other Revenue | \$1,200            |
| <b>Total Revenue</b>              | <b>\$1,658,566</b> |

**EXPENSES**

|                                               |                    |
|-----------------------------------------------|--------------------|
| Environmental Enhancement Services*           | \$1,244,077        |
| Marketing & Economic Enhancement Services     | \$397,889          |
| General Administrative and Operating Expenses | 194,026            |
| <b>Total Expenses</b>                         | <b>\$1,835,992</b> |

\*Environmental enhancements include cleaning, hospitality, landscaping, and homeless outreach.

Exhibit B: DPBID FY 2021 Assessment Roll

**Exhibit B: DOWNTOWN BERKELEY PBID ASSESSMENT ROLL FY 2021**

Prepared April 2020 for Fiscal Year 2021

|                   |                                |                         | FY 2021 Assessment |            |              |
|-------------------|--------------------------------|-------------------------|--------------------|------------|--------------|
| APN               | Owner                          | Site Address            | Private Parcels    | Tax Exempt | Utility Roll |
| 057- -2016-021-01 | 1812 University Ave LLC        | 1810 UNIVERSITY AVE     | \$ 2,020.76        |            |              |
| 057- -2059-009-00 | 1915 UNIVERSITY AVENUE PARTNER | 1915 UNIVERSITY AVE     | \$ 1,413.42        |            |              |
| 057- -2024-007-01 | 1935 ADDISON STREET LLC        | 1935 ADDISON ST         | \$ 3,819.56        |            |              |
| 057- -2060-001-00 | 1950 MLK LLC                   | 1988 M L KING JR WAY    | \$ 19,296.72       |            |              |
| 057- -2053-002-00 | 1974 SHATTUCK AVENUE LLC       | 1974 SHATTUCK AVE       | \$ 2,122.22        |            |              |
| 057- -2025-010-01 | 2001 ADDISON STREET LLC        | 2001 ADDISON ST         | \$ 10,375.92       |            |              |
| 057- -2034-010-00 | 2015 SHATTUCK LLC              | 2015 SHATTUCK AVE       | \$ 14,763.88       |            |              |
| 055- -1894-014-01 | 2025 DURANT AVENUE LLC         | 2025 DURANT AVE         | \$ 12,357.70       |            |              |
| 055- -1822-009-01 | 2035 BLAKE STREET LLC          | 2035 BLAKE ST           | \$ 3,415.82        |            |              |
| 057- -2025-017-03 | 2054 UNIVERSITY LLC            | 2054 UNIVERSITY AVE     | \$ 8,699.94        |            |              |
| 057- -2026-004-12 | 2068 CENTER FAMILY LIMITED PAR | 2068 CENTER ST          | \$ 2,035.92        |            |              |
| 057- -2023-001-00 | 2100 SHATTUCK AVE LP           | 2104 SHATTUCK AVE       | \$ 12,574.80       |            |              |
| 055- -1890-012-01 | 2107 DWIGHT WAY LLC            | 2107 DWIGHT WAY         | \$ 6,357.88        |            |              |
| 057- -2030-001-00 | 2108 ALLSTON LLC               | 2108 ALLSTON WAY        | \$ 10,309.08       |            |              |
| 057- -2029-013-00 | 2110 KITTREDGE LLC             | 2110 KITTREDGE ST       | \$ 8,820.80        |            |              |
| 057- -2023-014-00 | 2115 MILVIA ASSOCIATES LLC     | 2115 MILVIA ST          | \$ 4,620.82        |            |              |
| 055- -1893-006-01 | 2125 DURANT AVENUE LLC         | 2125 DURANT AVE         | \$ 351.92          |            |              |
| 057- -2031-011-00 | 2130 CENTER LLC                | 2130 CENTER ST          | \$ 6,025.72        |            |              |
| 055- -1894-017-04 | 2322 SHATTUCK AVENUE LLC       | 2300 SHATTUCK AVE       | \$ 17,815.78       |            |              |
| 055- -1893-019-00 | A T & T CO 279-1-12-6          | 0 DURANT AVE            |                    |            | \$ 15,806.22 |
| 055- -1893-020-00 | A T & T CO 279-1-12-6          | 0 BANCROFT WAY          |                    |            | \$ 954.70    |
| 057- -2024-016-02 | AARONIAN INVESTMENTS LLC       | 1926 UNIVERSITY AVE     | \$ 556.04          |            |              |
| 057- -2060-022-00 | ACAMPORA ANTHONY & MARGARET R  | 1801 UNIVERSITY AVE 301 | \$ 170.26          |            |              |
| 057- -2060-046-00 | ACAMPORA ANTHONY & MARGARET R  | 1801 UNIVERSITY AVE 309 | \$ 170.26          |            |              |
| 057- -2046-008-04 | ACHENSON COMMONS LP            | 2125 UNIVERSITY AVE     | \$ 13,932.74       |            |              |
| 057- -2033-004-00 | ADDISON BUILDING LLC           | 82 SHATTUCK SQ          | \$ 5,672.56        |            |              |
| 057- -2022-014-01 | ADDISON LLC                    | 1912 ADDISON ST         | \$ 909.08          |            |              |
| 057- -2029-014-00 | AGOSTINI WARREN TR             | 2124 KITTREDGE ST       | \$ 2,893.48        |            |              |
| 057- -2060-041-00 | ALBANESE ANDRES & CELINA       | 1801 UNIVERSITY AVE 407 | \$ 170.26          |            |              |
| 055- -1823-011-01 | ALTA BATES CORPORATION         | 2104 DWIGHT WAY         | \$ 6,188.54        |            |              |
| 057- -2050-031-01 | AMISTAD HOUSE LLC              | 1810 SHATTUCK AVE       | \$ 4,685.92        |            |              |
| 055- -1821-026-00 | AMPRI INVESTMENTS INC          | 2030 BLAKE ST C         | \$ 219.50          |            |              |
| 055- -1821-027-00 | AMPRI INVESTMENTS INC          | 2030 BLAKE ST B         | \$ 219.06          |            |              |
| 057- -2060-048-00 | ANJANEYAR LLC                  | 1801 UNIVERSITY AVE 210 | \$ 170.26          |            |              |
| 057- -2028-013-00 | AOCHI FUSAKO J TR              | 2000 KITTREDGE ST       | \$ 3,337.16        |            |              |
| 057- -2060-050-03 | AREFI EHSAN & AREFY KATRIN     | 1805 UNIVERSITY AVE     | \$ 97.41           |            |              |
| 057- -2049-024-00 | ATKINS GEORGE C                | 1849 SHATTUCK AVE 404   | \$ 85.96           |            |              |
| 057- -2059-007-00 | AYYAD FRED & MONA              | 1929 UNIVERSITY AVE     | \$ 1,333.36        |            |              |
| 055- -1893-013-00 | BAKER EDWARD L                 | 2327 SHATTUCK AVE       | \$ 299.80          |            |              |
| 057- -2032-005-03 | BANK OF AMERICA NATIONAL TRUST | 2119 CENTER ST          | \$ 5,681.58        |            |              |
| 057- -2046-001-00 | BAY PROPERTIES INC             | 2108 BERKELEY WAY       | \$ 8,166.94        |            |              |

Exhibit B: DPBID FY 2021 Assessment Roll

| APN               | Owner                          | Site Address            | FY 2021 Assessment |              |              |
|-------------------|--------------------------------|-------------------------|--------------------|--------------|--------------|
|                   |                                |                         | Private Parcels    | Tax Exempt   | Utility Roll |
| 055- -1821-025-00 | BELGROVE ANGELA M & SWINDERMAN | 2030 BLAKE ST D         | \$ 588.12          |              |              |
| 057- -2026-007-02 | BERKELEY 2000 LLC              | 2175 MILVIA ST          | \$ 14,652.26       |              |              |
| 057- -2016-025-01 | BERKELEY CHAMBER OF COM        | 1834 UNIVERSITY AVE     | \$ 899.74          |              |              |
| 055- -1824-015-00 | BERKELEY FREE MARKET LLC       | 2567 SHATTUCK AVE       | \$ 4,964.46        |              |              |
| 057- -2028-011-00 | BERKELEY INN LLC               | 2001 BANCROFT WAY       | \$ 3,468.66        |              |              |
| 057- -2025-024-00 | BERKELEY JOINT POWERS FINANCI  | 2015 ADDISON ST         |                    | \$ 11,177.60 |              |
| 057- -2029-004-00 | BERKELEY LODGE NO 270 I O O F  | 2288 FULTON ST          | \$ 4,319.00        |              |              |
| 057- -2025-005-03 | BERKELEY REPERTORY THEATRE     | 2071 ADDISON ST         | \$ 822.92          |              |              |
| 057- -2025-008-00 | BERKELEY REPERTORY THEATRE     | 2025 ADDISON ST         | \$ 3,925.26        |              |              |
| 057- -2025-023-00 | BERKELEY REPERTORY THEATRE     | 2009 ADDISON ST         | \$ 1,558.49        |              |              |
| 057- -2032-018-00 | BERKELEY STATION PARTNERS LLC  | 134 BERKELEY SQ         | \$ 1,027.58        |              |              |
| 057- -2023-021-02 | BERKELEY TRADITIONAL MUSIC FOU | 2026 ADDISON ST         | \$ 2,000.28        |              |              |
| 057- -2023-021-03 | BERKELEY TRADITIONAL MUSIC FOU | 2020 ADDISON ST         | \$ 2,192.58        |              |              |
| 055- -1894-007-02 | BERKELEY UNIFIED SCHOOL DISTRI | 2000 BANCROFT WAY       |                    | \$ 2,440.44  |              |
| 057- -2020-004-00 | BERKELEY UNIFIED SCHOOL DISTRI | 1980 ALLSTON WAY        |                    | \$ 3,149.76  |              |
| 057- -2020-005-03 | BERKELEY UNIFIED SCHOOL DISTRI | 2223 M L KING JR WAY    |                    | \$ 18,661.94 |              |
| 057- -2026-015-00 | BERKELEY YOUNG MENS CHRISTIAN  | 2001 ALLSTON WAY        | \$ 18,052.62       |              |              |
| 057- -2022-018-00 | BERKELEYALBANY YMCA TEEN CENTE | 2109 M L KING JR WAY    | \$ 1,786.24        |              |              |
| 057- -2032-010-00 | BETTENCOURT CHARLES A & JEANNE | 2109 SHATTUCK AVE       | \$ 6,269.26        |              |              |
| 057- -2060-024-00 | BHULLAR SANTOKH & JASPREET     | 1801 UNIVERSITY AVE 202 | \$ 170.26          |              |              |
| 057- -2060-023-00 | BIGGS RALPH E                  | 1801 UNIVERSITY AVE 401 | \$ 170.26          |              |              |
| 057- -2049-017-00 | BLANCHARD WILLIAM J            | 1849 SHATTUCK AVE 302   | \$ 85.96           |              |              |
| 057- -2023-004-00 | BOLLIBOKKA SHATTUCK LLC        | 2144 SHATTUCK AVE       | \$ 22,200.78       |              |              |
| 057- -2027-008-00 | BPR PROPERTIES BERKELEY LLC    | 2060 ALLSTON WAY C      | \$ 18,951.90       |              |              |
| 057- -2060-050-01 | BROWNING ROBERT P & MAIO LINDA | 1801 UNIVERSITY AVE A   | \$ 95.04           |              |              |
| 055- -1892-001-01 | BUDDHIST CHURCHES OF AMERICA   | 2140 DURANT AVE         | \$ 3,724.20        |              |              |
| 057- -2022-008-00 | BUTLER LARRY TR                | 1907 CENTER ST          | \$ 1,346.76        |              |              |
| 055- -1893-005-03 | BVP FULTON LLC                 | 2310 FULTON ST          | \$ 9,309.56        |              |              |
| 057- -2023-003-00 | C & V SHATTUCK LLC             | 2120 SHATTUCK AVE       | \$ 1,543.48        |              |              |
| 057- -2031-009-00 | C S COMPANY                    | 2161 SHATTUCK AVE       | \$ 10,178.46       |              |              |
| 057- -2034-007-00 | CALIF STATE EMPL CR UN         | 2033 SHATTUCK AVE       | \$ 1,474.30        |              |              |
| 055- -1893-011-00 | CALIFORNIA FIRST BANK          | 2107 DURANT AVE         | \$ 954.70          |              |              |
| 055- -1893-012-00 | CALIFORNIA FIRST BANK          | 2333 SHATTUCK AVE       | \$ 4,023.26        |              |              |
| 057- -2060-030-00 | CALOCA ROSA N                  | 1801 UNIVERSITY AVE 204 | \$ 170.26          |              |              |
| 057- -2031-014-00 | CENTER GALLERY LP              | 2136 CENTER ST          | \$ 2,705.88        |              |              |
| 055- -1891-012-00 | CHAN FAT & KUM L TRS           | 2429 SHATTUCK AVE       | \$ 4,266.58        |              |              |
| 057- -2032-012-00 | CHENG FRANK & DOROTHY          | 2112 ADDISON ST         | \$ 4,319.48        |              |              |
| 057- -2016-003-00 | CHENG TE C TR                  | 2070 M L KING JR WAY    | \$ 725.58          |              |              |
| 057- -2049-031-00 | CHITRCHARATN NIRAMOL           | 1849 SHATTUCK AVE 207   | \$ 85.96           |              |              |
| 057- -2060-028-00 | CHUA SHIRLEY C & SUISUILYN     | 1801 UNIVERSITY AVE 303 | \$ 170.26          |              |              |
| 055- -1896-002-00 | CHUN S R & DORIS S TRS & FUJIK | 2414 SHATTUCK AVE       | \$ 341.20          |              |              |
| 057- -2017-016-01 | CITY OF BERKELEY               | 2100 M L KING JR WAY    |                    | \$ 17,577.66 |              |
| 057- -2021-001-00 | CITY OF BERKELEY               | 2180 MILVIA ST          |                    | \$ 15,240.08 |              |
| 057- -2021-002-00 | CITY OF BERKELEY               | 0 CENTER ST             |                    | \$ 15,975.46 |              |
| 057- -2022-006-00 | CITY OF BERKELEY               | 1947 CENTER ST          |                    | \$ 8,871.74  |              |
| 057- -2022-020-00 | CITY OF BERKELEY               | 0 CENTER ST             |                    | \$ 3,819.42  |              |
| 057- -2023-020-03 | CITY OF BERKELEY               | 2033 CENTER ST          |                    | \$ 42,495.10 |              |
| 057- -2028-005-00 | CITY OF BERKELEY               | 2031 BANCROFT WAY       |                    | \$ 2,902.60  |              |
| 057- -2028-017-01 | CITY OF BERKELEY               | 2090 KITTREDGE ST       |                    | \$ 13,161.86 |              |
| 057- -2053-022-01 | CITY OF BERKELEY               | 0 BERKELEY WAY          |                    | \$ 2,692.92  |              |
| 057- -2118-001-00 | CITY OF BERKELEY               | 2200 FULTON ST          |                    | \$ -         |              |
| 057- -2119-001-00 | CITY OF BERKELEY               | 2200 FULTON ST A        |                    | \$ 7,458.06  |              |
| 057- -2026-013-00 | CONSTITUTION SQUARE LLC        | 2168 SHATTUCK AVE       | \$ 12,720.90       |              |              |
| 055- -1822-003-02 | CRESTON DEVELOPMENTS LLC       | 2514 SHATTUCK AVE       | \$ 1,665.74        |              |              |
| 057- -2023-026-00 | CVBAF ACQ LLC                  | 2055 CENTER ST          | \$ 37,866.76       |              |              |
| 055- -1821-024-02 | CYH COMPANY INC                | 2034 BLAKE ST           | \$ 3,554.88        |              |              |

Exhibit B: DPBID FY 2021 Assessment Roll

| APN               | Owner                          | Site Address            | FY 2021 Assessment |            |              |
|-------------------|--------------------------------|-------------------------|--------------------|------------|--------------|
|                   |                                |                         | Private Parcels    | Tax Exempt | Utility Roll |
| 057- -2120-001-00 | DAVID BROWER CENTER            | 2150 ALLSTON WAY        | \$ 6,216.64        |            |              |
| 057- -2049-020-00 | DELBONTA MATTHEW A             | 1849 SHATTUCK AVE 303   | \$ 85.96           |            |              |
| 055- -1895-019-01 | DURANT BERKELEY PARTNERS LLC   | 2024 DURANT AVE         | \$ 1,989.38        |            |              |
| 055- -1892-015-00 | DURANT BERKELEY PARTNERS LP    | 2367 SHATTUCK AVE       | \$ 1,628.88        |            |              |
| 055- -1892-016-00 | DURANT BERKELEY PARTNERS LP    | 2349 SHATTUCK AVE       | \$ 2,749.56        |            |              |
| 057- -2024-004-00 | EAST BAY MEDIA CENTER          | 1939 ADDISON ST         | \$ 555.82          |            |              |
| 057- -2024-008-01 | EAST END INVESTORS GROUP INC   | 1950 UNIVERSITY AVE     | \$ 3,824.70        |            |              |
| 055- -1892-013-01 | EASTBOROUGH PROPERTIES LP      | 2399 SHATTUCK AVE       | \$ 4,926.86        |            |              |
| 057- -2045-005-00 | EQR ACHESON COMMONS LP         | 1933 WALNUT ST          | \$ 330.48          |            |              |
| 057- -2046-011-01 | EQR ACHESON COMMONS LP         | 1987 SHATTUCK AVE       | \$ 3,224.70        |            |              |
| 057- -2023-017-01 | EQR ARTECH BERKELEY LP         | 2101 MILVIA ST          | \$ 3,535.82        |            |              |
| 057- -2046-009-00 | EQR BACHENHEIMER BERKELEY LP   | 2119 UNIVERSITY AVE     | \$ 10,877.06       |            |              |
| 057- -2047-002-01 | EQR BERKELEYAN BERKELEY LP     | 1910 OXFORD ST          | \$ 5,438.13        |            |              |
| 055- -1890-013-02 | EQR FINE ARTS BERKELEY LP      | 2451 SHATTUCK AVE       | \$ 12,311.38       |            |              |
| 057- -2030-002-00 | EQR GAIA BERKELEY LP           | 2116 ALLSTON WAY        | \$ 9,779.52        |            |              |
| 057- -2025-014-00 | EQR TOURIEL BERKELEY LP        | 2004 UNIVERSITY AVE     | \$3,743.53         |            |              |
| 057- -2049-014-00 | FARRAR CHARLES R JR TR         | 1849 SHATTUCK AVE 301   | \$ 85.96           |            |              |
| 057- -2053-003-01 | FIFTH KEIL CO                  | 1998 SHATTUCK AVE       | \$ 4,815.22        |            |              |
| 057- -2053-003-02 | FIFTH KEIL CO                  | 1984 SHATTUCK AVE       | \$ 1,042.12        |            |              |
| 055- -1894-006-00 | FIGUEROA XAVIER & JOSEFINA J   | 2017 DURANT AVE         | \$ 909.00          |            |              |
| 057- -2022-003-01 | FIRST MILVIA LLC               | 2108 MILVIA ST          | \$ 1,020.82        |            |              |
| 057- -2022-017-01 | FIRST MILVIA LLC               | 2100 MILVIA ST          | \$ 13,049.04       |            |              |
| 057- -2026-002-01 | FIRST SHATTUCK LLC             | 2150 SHATTUCK AVE       | \$ 43,462.62       |            |              |
| 057- -2026-005-01 | FIRST SHATTUCK LLC             | 2043 ALLSTON WAY        | \$ 5,220.66        |            |              |
| 057- -2026-012-03 | FIRST SHATTUCK LLC             | 2052 CENTER ST          | \$ 29,209.74       |            |              |
| 057- -2060-040-00 | FONG ANDREW                    | 1801 UNIVERSITY AVE 307 | \$ 170.26          |            |              |
| 057- -2028-002-00 | FU JIHWAN & JI H TRS           | 2270 SHATTUCK AVE       | \$ 2,026.32        |            |              |
| 055- -1895-015-01 | GENIRBERG SIBLINGS LLC         | 2000 DURANT AVE         | \$ 4,401.10        |            |              |
| 057- -2049-022-00 | GIEBELER PERSIS A              | 1849 SHATTUCK AVE 204   | \$ 85.96           |            |              |
| 057- -2049-026-00 | GILMOUR SUSAN R & THOMAS S     | 1849 SHATTUCK AVE 305   | \$ 85.96           |            |              |
| 055- -1896-004-00 | GIOTINIS E C & A TRS & GIOTINI | 2428 SHATTUCK AVE       | \$ 1,183.40        |            |              |
| 055- -1822-005-00 | GIOTINIS ERNIE C & ANDRIA TRS  | 2524 SHATTUCK AVE       | \$ 1,575.12        |            |              |
| 057- -2025-004-00 | GLYNN EDITH W TR               | 2020 SHATTUCK AVE       | \$ 2,802.04        |            |              |
| 057- -2053-004-02 | GLYNN EDITH W TR               | 2071 UNIVERSITY AVE     | \$ 2,486.18        |            |              |
| 057- -2025-019-00 | GOODWILL INDUSTRIES OF THE GRE | 2058 UNIVERSITY AVE     | \$ 2,218.22        |            |              |
| 055- -1892-014-00 | GORDON JOHN K & MITCHELL JANIS | 2375 SHATTUCK AVE       | \$ 798.00          |            |              |
| 055- -1897-006-00 | GORDON JOHN K & MITCHELL JANIS | 2450 SHATTUCK AVE       | \$ 4,119.92        |            |              |
| 057- -2024-021-01 | GORDON JOHN K & MITCHELL JANIS | 1952 UNIVERSITY AVE     | \$ 4,188.52        |            |              |
| 057- -2025-005-02 | GORDON JOHN K & MITCHELL JANIS | 2024 SHATTUCK AVE       | \$ 5,514.02        |            |              |
| 057- -2025-006-00 | GORDON JOHN K & MITCHELL JANIS | 2036 SHATTUCK AVE       | \$ 5,067.80        |            |              |
| 057- -2025-022-00 | GORDON JOHN K & MITCHELL JANIS | 2014 SHATTUCK AVE       | \$ 1,543.48        |            |              |
| 057- -2030-011-00 | GORDON JOHN K & MITCHELL JANIS | 2225 SHATTUCK AVE       | \$ 1,004.38        |            |              |
| 057- -2028-014-02 | GRANITE LIBRARY GARDENS LP     | 2022 KITTREDGE ST       | \$ 42,364.38       |            |              |
| 057- -2024-015-03 | GREENLINING INSTITUTE          | 1916 UNIVERSITY AVE     | \$ 2,271.88        |            |              |
| 057- -2029-012-00 | H DRAKE CORPORATION            | 2271 SHATTUCK AVE       | \$ 2,396.58        |            |              |
| 055- -1821-028-00 | HA YANGWON K                   | 2030 BLAKE ST A         | \$ 237.90          |            |              |
| 057- -2016-027-02 | HADJIAN SIMIN & PAYVAND ETAL   | 1840 UNIVERSITY AVE     | \$ 3,136.72        |            |              |
| 057- -2060-036-00 | HAMMOND LUCIA                  | 1801 UNIVERSITY AVE 206 | \$ 170.26          |            |              |
| 057- -2059-006-00 | HAN CHANG S & YOON J           | 1941 UNIVERSITY AVE     | \$ 1,756.82        |            |              |
| 057- -2060-043-00 | HART ELIZABETH                 | 1801 UNIVERSITY AVE 308 | \$ 170.26          |            |              |
| 057- -2027-002-02 | HEAD LAMA TIBETAN NYINGMA MEDI | 2210 HAROLD WAY         | \$ 1,641.60        |            |              |
| 057- -2027-002-03 | HEAD LAMA TIBETAN NYINGMA MEDI | 2018 ALLSTON WAY        | \$ 5,497.58        |            |              |
| 057- -2027-004-00 | HEAD LAMA TIBETAN NYINGMAPA ME | 2222 HAROLD WAY         | \$ 8,205.08        |            |              |
| 057- -2046-002-00 | HEDGEMON REAL LLC              | 2120 BERKELEY WAY       | \$ 3,303.46        |            |              |
| 057- -2060-037-00 | HERNANDEZ KARYN L              | 1801 UNIVERSITY AVE 306 | \$ 170.26          |            |              |
| 057- -2034-006-00 | HIGHWAY 61                     | 2037 SHATTUCK AVE       | \$ 6,988.32        |            |              |

## Exhibit B: DPBID FY 2021 Assessment Roll

| APN               | Owner                          | Site Address            | FY 2021 Assessment |            |              |
|-------------------|--------------------------------|-------------------------|--------------------|------------|--------------|
|                   |                                |                         | Private Parcels    | Tax Exempt | Utility Roll |
| 057- -2031-006-00 | HIRAHARA FAMILY LIMITED PARTNE | 2187 SHATTUCK AVE       | \$ 5,285.64        |            |              |
| 057- -2025-002-00 | HO MENG H & SHIN J TRS & HO MI | 2008 SHATTUCK AVE       | \$ 4,647.78        |            |              |
| 057- -2027-006-00 | HSR BERKELEY INVESTMENTS LLC   | 2060 ALLSTON WAY A      | \$ 18,995.56       |            |              |
| 057- -2027-007-00 | HSR BERKELEY INVESTMENTS LLC   | 2070 ALLSTON WAY        | \$ 6,712.24        |            |              |
| 057- -2049-015-00 | HU VICTORIA L                  | 1849 SHATTUCK AVE 401   | \$ 85.96           |            |              |
| 057- -2060-034-00 | HUANG SCOTT & EVA              | 1801 UNIVERSITY AVE 305 | \$ 170.26          |            |              |
| 057- -2059-010-00 | HULTGREN ROBERT P & SUSAN S TR | 1909 UNIVERSITY AVE     | \$ 1,419.14        |            |              |
| 057- -2049-019-00 | HUYNH MATTHEW & REGINA TRS     | 1849 SHATTUCK AVE 203   | \$ 85.96           |            |              |
| 057- -2032-015-00 | JANTA REALTY INC & BATRA MANJU | 100 BERKELEY SQ         | \$ 1,460.24        |            |              |
| 057- -2030-010-00 | JEON ROBERT S & JUNE I         | 2231 SHATTUCK AVE       | \$ 6,143.72        |            |              |
| 057- -2053-001-00 | JLLJAR LLC                     | 1950 SHATTUCK AVE       | \$ 3,182.42        |            |              |
| 057- -2030-009-00 | JOHNSON CECILIA & LENT ROBIN V | 2115 KITTREDGE ST       | \$ 6,320.24        |            |              |
| 055- -1821-003-00 | JOHNSTON STEWART L             | 2558 SHATTUCK AVE       | \$ 1,761.50        |            |              |
| 055- -1821-004-00 | JOHNSTON STEWART L             | 2576 SHATTUCK AVE       | \$ 1,012.88        |            |              |
| 057- -2031-004-00 | JUDAH L MAGNES MUSEUM INC      | 2121 ALLSTON WAY        | \$ 5,875.34        |            |              |
| 057- -2049-023-00 | KALOFONOS ANGELIKI & MARIA S   | 1849 SHATTUCK AVE 304   | \$ 85.96           |            |              |
| 057- -2025-016-00 | KAM YIU LAM & SHUN TO LO LAM L | 2042 UNIVERSITY AVE     | \$ 3,404.08        |            |              |
| 057- -2032-011-00 | KAMENY HARVEY TR               | 2104 ADDISON ST         | \$ 3,853.56        |            |              |
| 057- -2060-006-00 | KAMI BARRY G & CATHY J TRS     | 1813 UNIVERSITY AVE     | \$ 1,985.64        |            |              |
| 057- -2060-004-00 | KANG BU U & JEONG H ETAL       | 1823 UNIVERSITY AVE     | \$ 1,543.24        |            |              |
| 057- -2060-005-00 | KANG BU U & JEONG H ETAL       | 1821 UNIVERSITY AVE     | \$ 1,228.64        |            |              |
| 057- -2030-008-00 | KAO ROGER Y                    | 2117 KITTREDGE ST       | \$ 2,364.22        |            |              |
| 057- -2032-019-00 | KAPLAN EDUCATIONAL CENTERS INC | 150 BERKELEY SQ         | \$ 3,625.84        |            |              |
| 057- -2031-002-00 | KASHANI NASSER & PAMELA L TRS  | 2171 ALLSTON WAY        | \$ 9,133.10        |            |              |
| 057- -2025-013-00 | KASHEF M MEHDI & KATHERINE TRS | 2000 UNIVERSITY AVE     | \$ 2,278.18        |            |              |
| 057- -2060-031-00 | KEAS MABEL E                   | 1801 UNIVERSITY AVE 304 | \$ 170.26          |            |              |
| 057- -2060-044-00 | KEHRET JOSEPH G                | 1801 UNIVERSITY AVE 408 | \$ 170.26          |            |              |
| 057- -2049-037-00 | KENNEDY PATRICK C & JULIE M TR | 1849 SHATTUCK AVE C1    | \$ 101.64          |            |              |
| 057- -2049-038-00 | KENNEDY PATRICK C & JULIE M TR | 1849 SHATTUCK AVE C2    | \$ 288.34          |            |              |
| 057- -2060-050-05 | KENNEDY PATRICK C & JULIE M TR | 1809 UNIVERSITY AVE     | \$ 93.28           |            |              |
| 057- -2060-050-06 | KENNEDY PATRICK C & JULIE M TR | 1807 UNIVERSITY AVE     | \$ 99.58           |            |              |
| 057- -2060-050-07 | KENNEDY PATRICK C & JULIE TRS  | 1807 UNIVERSITY AVE A   | \$ 29.52           |            |              |
| 057- -2049-034-00 | KHO ERIC L                     | 1849 SHATTUCK AVE 208   | \$ 85.96           |            |              |
| 057- -2060-003-00 | KLATT PETER & JOAN C TRS       | 1849 UNIVERSITY AVE     | \$ 1,841.86        |            |              |
| 057- -2030-012-00 | KOOYMAN STEVEN P               | 2219 SHATTUCK AVE       | \$ 2,346.90        |            |              |
| 057- -2049-016-00 | LAI ROGER Y                    | 1849 SHATTUCK AVE 202   | \$ 85.96           |            |              |
| 055- -1893-015-01 | LAKIREDDY PRASAD R & SANTI     | 2323 SHATTUCK AVE       | \$ 2,954.72        |            |              |
| 057- -2024-018-01 | LAKIREDDY PRASAD R & SANTI     | 1942 UNIVERSITY AVE     | \$ 5,189.64        |            |              |
| 055- -1897-002-00 | LAKIREDDY PRASAD R & SANTI & H | 2484 SHATTUCK AVE       | \$ 8,455.46        |            |              |
| 057- -2024-014-00 | LAKIREDDY VIJAY                | 1900 UNIVERSITY AVE     | \$ 3,646.74        |            |              |
| 057- -2059-008-00 | LAM PAULINE P ETAL             | 1921 UNIVERSITY AVE     | \$ 1,169.90        |            |              |
| 057- -2023-012-00 | LANGUAGE STUDIES INC           | 2015 CENTER ST          | \$ 4,100.70        |            |              |
| 057- -2025-001-00 | LAUSON LLC                     | 2000 SHATTUCK AVE       | \$ 6,382.84        |            |              |
| 057- -2053-005-00 | LE MICHAEL K                   | 2067 UNIVERSITY AVE     | \$ 831.03          |            |              |
| 055- -1894-002-00 | LEE JANICE & YI JONG KU        | 2037 DURANT AVE         | \$ 3,772.70        |            |              |
| 057- -2024-011-00 | LEE SANG H & CHUNG EUNJUNG     | 1915 ADDISON ST         | \$ 1,938.64        |            |              |
| 057- -2049-021-00 | LEUNG STEVEN T & PHOEBE        | 1849 SHATTUCK AVE 403   | \$ 85.96           |            |              |
| 057- -2060-042-00 | LEY CHARLOTTE                  | 1801 UNIVERSITY AVE 208 | \$ 170.26          |            |              |
| 055- -1894-016-00 | LI JULIAN J & SOPHIA Y         | 2030 BANCROFT WAY       | \$ 1,100.54        |            |              |
| 057- -2034-011-00 | LIU JIM K                      | 2138 UNIVERSITY AVE     | \$ 2,579.04        |            |              |
| 057- -2050-005-00 | MALIN ROBERT O INC             | 1848 SHATTUCK AVE       | \$ 1,193.86        |            |              |
| 057- -2029-011-00 | MALNICK EDITH TR               | 2277 SHATTUCK AVE       | \$ 2,170.08        |            |              |
| 057- -2060-025-00 | MAO YULI                       | 1801 UNIVERSITY AVE 302 | \$ 170.26          |            |              |
| 057- -2031-005-00 | MARTIN DAVID J & MARILYN R TRS | 2115 ALLSTON WAY        | \$ 2,109.10        |            |              |
| 057- -2031-007-00 | MARTIN DAVID J & MARILYN R TRS | 2181 SHATTUCK AVE       | \$ 2,396.36        |            |              |
| 057- -2031-008-00 | MARTIN DAVID J & MARILYN R TRS | 2171 SHATTUCK AVE       | \$ 4,148.06        |            |              |



Exhibit B: DPBID FY 2021 Assessment Roll

| APN               | Owner                          | Site Address            | FY 2021 Assessment |              |              |
|-------------------|--------------------------------|-------------------------|--------------------|--------------|--------------|
|                   |                                |                         | Private Parcels    | Tax Exempt   | Utility Roll |
| 057- -2051-004-00 | MARTIN DAVID J & MARILYN R TRS | 1920 SHATTUCK AVE       | \$ 925.48          |              |              |
| 057-2051-053-00   | MARTIN REID & JOHN             | 1912 SHATTUCK AVE       | \$ 720.38          |              |              |
| 057- -2029-009-00 | MASONIC LLC                    | 2105 BANCROFT WAY       | \$ 10,901.42       |              |              |
| 057- -2049-036-00 | MEJIA CESAR A                  | 1849 SHATTUCK AVE 408   | \$ 85.96           |              |              |
| 057- -2060-026-00 | MICHAELS MARY F & CORR JAMES C | 1801 UNIVERSITY AVE 402 | 170.2642875        |              |              |
| 055- -1822-002-01 | MMP CHESTNUT LLC               | 2506 SHATTUCK AVE       | \$ 1,188.10        |              |              |
| 057- -2033-001-01 | MO SHATTUCK LLC                | 48 SHATTUCK SQ          | \$ 8,088.14        |              |              |
| 057- -2016-002-00 | MOAVEN SAGHI                   | 2054 M L KING JR WAY    | \$ 330.34          |              |              |
| 057- -2049-029-00 | MODERT DAVID T & LIU AMY H     | 1849 SHATTUCK AVE 306   | \$ 85.96           |              |              |
| 057- -2051-006-01 | MORAN EVERETT S JR & CATHARINE | 1936 SHATTUCK AVE       | \$ 2,192.90        |              |              |
| 057- -2049-030-00 | NAKAMURA ROY M & TOSHIKO TRS   | 1849 SHATTUCK AVE 406   | \$ 85.96           |              |              |
| 055- -1821-001-01 | NATURAL GREEN CORPORATION      | 2550 SHATTUCK AVE       | \$ 4,121.10        |              |              |
| 057- -2022-005-01 | NEW MILVIA PROPERTY LLC        | 2118 MILVIA ST          | \$ 5,470.32        |              |              |
| 057- -2051-005-00 | NINETEEN HUNDRED TWENTY SIX SH | 1926 SHATTUCK AVE       | \$ 893.46          |              |              |
| 057- -2049-032-00 | NISEN FREDERICK P              | 1849 SHATTUCK AVE 307   | \$ 85.96           |              |              |
| 057- -2060-047-00 | NOONE GLORIA M & OLSON STEPHEN | 1801 UNIVERSITY AVE 409 | \$ 170.26          |              |              |
| 057- -2016-024-01 | OHAY PHILIP L & BARBARA L TRS  | 1824 UNIVERSITY AVE     | \$ 3,052.12        |              |              |
| 057- -2120-002-00 | OXFORD COMMERCIAL LLC          | 2200 FULTON ST C        | \$ 3,625.30        |              |              |
| 057- -2031-001-01 | OXFORD DEVELOPMENT GROUP LP    | 2128 OXFORD ST          | \$ 4,669.60        |              |              |
| 057- -2031-013-00 | OXFORD DEVELOPMENT GROUP LP    | 2142 CENTER ST          | \$ 8,062.34        |              |              |
| 057- -2121-001-00 | OXFORD PLAZA LP                | 2175 KITTREDGE ST       | \$ 16,007.34       |              |              |
| 057- -2016-018-01 | P P M&B BERKELEY LLC           | 1800 UNIVERSITY AVE     | \$ 2,495.60        |              |              |
| 055- -1820-001-01 | PARKERSHATTUCK OWNER LLC       | 2600 SHATTUCK AVE       | \$ 12,927.86       |              |              |
| 055- -1821-005-00 | PARKERSHATTUCK OWNER LLC       | 2598 SHATTUCK AVE       | \$ 1,138.32        |              |              |
| 057- -2028-004-00 | PASAND COURTYARD LLC           | 2276 SHATTUCK AVE       | \$ 10,915.26       |              |              |
| 057- -2026-010-00 | PERALTA COMMUNITY COLLEGE DIST | 2016 CENTER ST          |                    | \$ 1,281.50  |              |
| 057- -2026-014-00 | PERALTA COMMUNITY COLLEGE DIST | 2048 CENTER ST          |                    | \$ 24,307.26 |              |
| 055- -1894-003-01 | PERSIAN CENTER                 | 2029 DURANT AVE         | \$ 928.14          |              |              |
| 057- -2029-016-00 | PLAZA 5TH AVENUE PARTNERS      | 2150 KITTREDGE ST       | \$ 8,200.22        |              |              |
| 055- -1894-015-00 | POTTEBAUM JANE TR              | 2028 BANCROFT WAY       | \$ 719.92          |              |              |
| 057- -2053-006-00 | REDDY HANUMANDLA J & HANUMANDL | 2057 UNIVERSITY AVE     | \$ 5,639.26        |              |              |
| 057- -2025-021-00 | REDDY HANUMANDLA R & HANUMANDL | 2066 UNIVERSITY AVE     | \$ 5,958.98        |              |              |
| 055- -1891-014-01 | REGENTS OF THE UNIVERSITY OF C | 2401 SHATTUCK AVE       |                    | \$ 6,143.76  |              |
| 057- -2029-007-02 | REGENTS OF THE UNIVERSITY OF C | 2113 BANCROFT WAY       |                    | \$ 4,281.84  |              |
| 057- -2032-014-01 | REGENTS OF THE UNIVERSITY OF C | 2120 OXFORD ST          |                    | \$ 13,386.20 |              |
| 057- -2034-003-00 | REGENTS OF THE UNIVERSITY OF C | 0 ADDISON ST            |                    | \$ 725.53    |              |
| 057- -2034-004-00 | REGENTS OF THE UNIVERSITY OF C | 2123 ADDISON ST         |                    | \$ 240.26    |              |
| 057- -2034-012-00 | REGENTS OF THE UNIVERSITY OF C | 2154 UNIVERSITY AVE     |                    | \$ 3,988.10  |              |
| 057- -2034-014-02 | REGENTS OF THE UNIVERSITY OF C | 2199 ADDISON ST         |                    | \$ 65.86     |              |
| 057- -2034-014-03 | REGENTS OF THE UNIVERSITY OF C | 2199 ADDISON ST         |                    | \$ 26,441.48 |              |
| 057- -2045-002-00 | REGENTS OF THE UNIVERSITY OF C | 1952 OXFORD ST          |                    | \$ 1,945.94  |              |
| 057- -2045-003-00 | REGENTS OF THE UNIVERSITY OF C | 1990 OXFORD ST          |                    | \$ 838.68    |              |
| 057- -2045-006-00 | REGENTS OF THE UNIVERSITY OF C | 1925 WALNUT ST          |                    | \$ 378.96    |              |
| 057- -2047-004-00 | REGENTS OF THE UNIVERSITY OF C | 1900 OXFORD ST          |                    | \$ 34,610.38 |              |
| 057- -2054-012-01 | REGENTS OF UNIVERSITY CALIFORN | 1995 UNIVERSITY AVE     |                    | \$ 15,964.36 |              |
| 057- -2045-004-00 | REGENTS UNIVERSITY OF CALIFORN | 2161 UNIVERSITY AVE     |                    | \$ 2,455.72  |              |
| 057- -2023-002-00 | RHODES MARIETTA E & MICHAEL L  | 2116 SHATTUCK AVE       | \$ 1,280.38        |              |              |
| 057- -2023-023-00 | RILCO ADDISON LLC              | 2030 ADDISON ST         | \$ 10,650.50       |              |              |
| 057- -2023-024-00 | RILCO ADDISON LLC              | 2040 ADDISON ST         | \$ 4,568.06        |              |              |
| 057- -2023-025-00 | RUEGG & ELLSWORTH              | 2072 ADDISON ST         | \$ 4,773.24        |              |              |
| 057- -2049-033-00 | RYU DAVID J                    | 1849 SHATTUCK AVE 407   | \$ 85.96           |              |              |
| 057- -2030-003-00 | SALDANA JORGE U TR & CERFAM LL | 2134 ALLSTON WAY        | \$ 2,282.16        |              |              |
| 055- -1895-018-01 | SATELLITE FIRST COMMUNITIES L  | 2020 DURANT AVE         | \$ 2,651.30        |              |              |
| 057- -2049-040-00 | SC HILLSIDE BERKELEY INC       | 2102 DELAWARE ST        | \$ 4,777.62        |              |              |

Exhibit B: DPBID FY 2021 Assessment Roll

| APN               | Owner                          | Site Address            | FY 2021 Assessment |              |              |
|-------------------|--------------------------------|-------------------------|--------------------|--------------|--------------|
|                   |                                |                         | Private Parcels    | Tax Exempt   | Utility Roll |
| 055- -1896-003-00 | SCHIPANI JOHN & ANNA           | 2420 SHATTUCK AVE       | \$ 1,369.78        |              |              |
| 057- -2049-028-00 | SCHIRLE ANN M                  | 1849 SHATTUCK AVE 206   | \$ 85.96           |              |              |
| 057- -2029-015-00 | SCHNEIDER STEPHEN E TR         | 2138 KITTREDGE ST       | \$ 2,149.38        |              |              |
| 057- -2024-010-02 | SEAGATE PROMENADE PARTNERS L P | 1936 UNIVERSITY AVE     | \$ 9,528.24        |              |              |
| 055- -1893-016-00 | SEGERBERG MAURICE & YVONNE & K | 2301 SHATTUCK AVE       | \$ 2,231.96        |              |              |
| 057- -2022-009-02 | SHAMZAD SASHA G & MERIDETH B   | 2105 M L KING JR WAY    | \$ 2,482.96        |              |              |
| 057- -2022-013-04 | SHAMZAD SASHA G & MERIDETH B   | 1900 ADDISON ST         | \$ 3,761.68        |              |              |
| 057- -2024-002-02 | SHAMZAD SASHA G & MERIDETH B   | 2020 MILVIA ST          | \$ 8,385.52        |              |              |
| 057- -2033-003-00 | SHAMZAD SASHA G & MERIDETH B   | 64 SHATTUCK SQ          | \$ 6,403.24        |              |              |
| 055- -1891-013-01 | SHATTUCK SENIOR HOMES ASSOCIAT | 2421 SHATTUCK AVE       | \$ 1,412.04        |              |              |
| 055- -1897-001-03 | SHATTUCK WICKS PARTNERSHIP LTD | 2480 SHATTUCK AVE       | \$ 2,616.04        |              |              |
| 055- -1822-006-00 | SHEN TSUI Y & WU YEU B         | 2530 SHATTUCK AVE       | \$ 1,527.38        |              |              |
| 057- -2029-002-04 | SHIMEK MICHAEL R & KATHERINE S | 2176 KITTREDGE ST       | \$ 7,390.96        |              |              |
| 057- -2060-038-00 | SHOJI JOSEPH                   | 1801 UNIVERSITY AVE 406 | \$ 170.26          |              |              |
| 057- -2016-022-00 | SHREE LAXMI LLC                | 1822 UNIVERSITY AVE     | \$ 3,363.20        |              |              |
| 057- -2053-014-02 | SHRIMATIS LIMITED INC          | 2011 UNIVERSITY AVE     | \$ 2,108.86        |              |              |
| 057- -2060-045-00 | SIKAFFY AMAL                   | 1801 UNIVERSITY AVE 209 | \$ 170.26          |              |              |
| 057- -2023-016-01 | SILVEIRA J W & BARBARA O TRS   | 0 MILVIA ST             | \$ 1,702.72        |              |              |
| 057- -2026-004-05 | SOMERASANSOME VENTURES I LLC   | 2190 SHATTUCK AVE       | \$ 17,435.28       |              |              |
| 055- -1824-016-00 | SOUTHWICK TIMOTHY K & SUSAN E  | 2555 SHATTUCK AVE       | \$ 1,258.18        |              |              |
| 055- -1892-018-01 | SOUTHWICK TIMOTHY K & SUSAN E  | 2110 DURANT AVE         | \$ 2,864.12        |              |              |
| 055- -1896-001-00 | SOUTHWICK TIMOTHY K & SUSAN E  | 2410 SHATTUCK AVE       | \$ 3,264.36        |              |              |
| 057- -2060-002-00 | SOUTHWICK TIMOTHY SR & SUSAN T | 1865 UNIVERSITY AVE     | \$ 2,759.82        |              |              |
| 057- -2031-003-00 | SPI CA BRAINTREE, LP & BVP ALL | 2161 ALLSTON WAY        | \$ 10,189.12       |              |              |
| 057- -2032-016-00 | SPITZER NORMAN S & MARY J TRS  | 115 BERKELEY SQ         | \$ 1,421.32        |              |              |
| 057- -2024-001-02 | STONEFIRE PARTNERS LLC         | 1974 UNIVERSITY AVE     | \$ 14,845.00       |              |              |
| 057- -2049-035-00 | SU FU & CHUANG C ETAL          | 1849 SHATTUCK AVE 308   | \$ 85.96           |              |              |
| 057- -2060-035-00 | SWANSON LINDA L                | 1801 UNIVERSITY AVE 405 | \$ 170.26          |              |              |
| 057- -2049-025-00 | SWEENEY ZEPHYR                 | 1849 SHATTUCK AVE 205   | \$ 85.96           |              |              |
| 055- -1896-005-00 | T J WHITTEN FAMILY LLC         | 2440 SHATTUCK AVE       | \$ 2,495.74        |              |              |
| 057- -2053-012-00 | TAKAGI TANI H & DANA Y TRS RES | 1949 MILVIA ST          | \$ 2,486.54        |              |              |
| 057- -2053-008-01 | TALAI MOHAMMAD E & KOKAB S TRS | 2035 UNIVERSITY AVE     | \$ 5,169.32        |              |              |
| 057- -2060-033-00 | TAVAKOLIZADEH MEHDI            | 1801 UNIVERSITY AVE 205 | \$ 170.26          |              |              |
| 055- -1824-014-00 | THALLAUG KIRSTEN L & HAAKON E  | 2105 PARKER ST          | \$ 3,803.24        |              |              |
| 057- -2060-027-00 | THEVANAYAGAM SABANAYAGAM & VAS | 1801 UNIVERSITY AVE 203 | \$ 170.26          |              |              |
| 057- -2024-013-00 | THOMPSON DON J & AUDREY A & KI | 2099 M L KING JR WAY    | \$ 2,435.22        |              |              |
| 057- -2049-018-00 | TIPHANE GUY TR                 | 1849 SHATTUCK AVE 402   | \$ 85.96           |              |              |
| 057- -2051-051-00 | TIPPING STEVEN B & ZENIADA L T | 1900 SHATTUCK AVE       | \$ 1,832.64        |              |              |
| 057-2051-052-00   | TIPPING STEVEN B & ZENIADA L T | 1908 SHATTUCK AVE       | \$ 929.20          |              |              |
| 057- -2053-007-00 | TRILINK REAL ESTATE INVESTMENT | 2041 UNIVERSITY AVE     | \$ 7,135.36        |              |              |
| 057- -2025-015-00 | U C STUDIOS LLC                | 2018 UNIVERSITY AVE     | \$ 11,992.20       |              |              |
| 057- -2027-005-00 | UNITED STATES POSTAL SERVICE   | 0 MILVIA ST             |                    | \$ 12,782.70 |              |
| 055- -1825-015-02 | VALIYEE REZA                   | 2621 SHATTUCK AVE       | \$ 7,097.42        |              |              |
| 055- -1825-019-00 | VALIYEE REZA                   | 2609 SHATTUCK AVE       | \$ 3,156.98        |              |              |
| 057- -2024-012-00 | VEDENSKY PROPERTIES LLC        | 1911 ADDISON ST         | \$ 2,485.76        |              |              |
| 055- -1895-018-05 | VENTRI LLC                     | 2352 SHATTUCK AVE       | \$ 10,764.80       |              |              |
| 055- -1893-007-01 | VERO PROPERTIES LLC            | 2124 BANCROFT WAY       | \$ 6,672.32        |              |              |
| 055- -1893-018-00 | VERO PROPERTIES LLC            | 2126 BANCROFT WAY       | \$ 936.26          |              |              |
| 057- -2051-007-00 | VINLAND PROPERTY INVETMENT LL  | 2053 BERKELEY WAY       | \$ 1,168.60        |              |              |
| 057- -2028-003-00 | WADE WILLIAM J TR              | 2274 SHATTUCK AVE       | \$ 13,492.18       |              |              |
| 057- -2060-039-00 | WAGELE NICHOLAS                | 1801 UNIVERSITY AVE 207 | \$ 170.26          |              |              |
| 057- -2028-012-00 | WANDER ROBERT H & INGRID       | 2235 MILVIA ST          | \$ 618.22          |              |              |
| 057- -2045-001-00 | WATERBURY PROPERTIES INC       | 1921 WALNUT ST          | \$ 793.68          |              |              |
| 057- -2022-019-01 | WESTWOOD BAYROCK ADDISON LP    | 1950 ADDISON ST         | \$ 13,822.49       |              |              |
| 057- -2023-013-00 | WILLIAMS JAMES J & LOUISE A TR | 2001 CENTER ST          | \$ 10,237.54       |              |              |
| 057- -2060-029-00 | WONG BING & MEI                | 1801 UNIVERSITY AVE 403 | \$ 170.26          |              |              |
| 055- -1822-001-00 | WONG HENRY F & MARY S TRS & WO | 2500 SHATTUCK AVE       | \$ 1,635.10        |              |              |
| 057- -2034-008-00 | WONG WENG KONG & WENG KONG ETA | 2023 SHATTUCK AVE       | \$ 1,705.98        |              |              |
| 057- -2025-012-00 | WOO JAMES B & VIVIAN TRS       | 2001 MILVIA ST          | \$ 850.78          |              |              |
| 057- -2031-010-00 | WU SHU F TR                    | 2124 CENTER ST          | \$ 3,272.22        |              |              |
| 057- -2034-009-00 | XUE DE Z & ZHENG JIAN X        | 2017 SHATTUCK AVE       | \$ 1,668.72        |              |              |



Exhibit B: DPBID FY 2021 Assessment Roll

|                                                                                                                                                                                                                                     |                                           |              |                    | FY 2021 Assessment |                 |              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|--------------|--------------------|--------------------|-----------------|--------------|
| APN                                                                                                                                                                                                                                 | Owner                                     | Site Address |                    | Private Parcels    | Tax Exempt      | Utility Roll |
| 057- -2049-027-00                                                                                                                                                                                                                   | YANG JUDY C TR & YANG LUCINDA             | 1849         | SHATTUCK AVE 405   | \$ 85.96           |                 |              |
| 057- -2034-005-00                                                                                                                                                                                                                   | YANIV GERSHON & DAPHNA R ETAL             | 2119         | ADDISON ST         | \$ 5,048.28        |                 |              |
| 057- -2060-049-00                                                                                                                                                                                                                   | YASUMOTO JOHN & CHITOSE TRS               | 1801         | UNIVERSITY AVE 310 | \$ 170.26          |                 |              |
| 057- -2059-011-00                                                                                                                                                                                                                   | YEARWOOD J HOMERO E & INES L T            | 1901         | UNIVERSITY AVE     | \$ 1,462.64        |                 |              |
| 057- -2053-011-00                                                                                                                                                                                                                   | YEE DAVID                                 | 2017         | UNIVERSITY AVE     | \$ 3,241.96        |                 |              |
| 057- -2049-013-00                                                                                                                                                                                                                   | YEE MAXINE Y & LELAND Y                   | 1849         | SHATTUCK AVE 201   | \$ 85.96           |                 |              |
| 057- -2060-021-00                                                                                                                                                                                                                   | YEH JENG R & YANG CHINGMEI                | 1801         | UNIVERSITY AVE 201 | \$ 170.26          |                 |              |
| 057- -2029-010-02                                                                                                                                                                                                                   | YOUNG JAMES C & EDDIE JR                  | 2281         | SHATTUCK AVE       | \$ 913.62          |                 |              |
| 057- -2029-010-01                                                                                                                                                                                                                   | YOUNG JAMES C & YOUNG EDDIE JR            | 2283         | SHATTUCK AVE       | \$ 684.28          |                 |              |
| 055- -1893-001-00                                                                                                                                                                                                                   | YU CHING H & INN N TRS                    | 2190         | BANCROFT WAY       | \$ 1,930.58        |                 |              |
| 055- -1822-004-00                                                                                                                                                                                                                   | YU WAH Y & RUICHAN                        | 2520         | SHATTUCK AVE       | \$ 705.02          |                 |              |
| 057- -2032-017-00                                                                                                                                                                                                                   | ZEMEL ARTHUR & LEVIN DOROTHY T            | 130          | BERKELEY SQ        | \$ 1,236.30        |                 |              |
| 057- -2060-032-00                                                                                                                                                                                                                   | ZOBRIST ALBERT L & TERESA T               | 1801         | UNIVERSITY AVE 404 | \$ 170.26          |                 |              |
| TOTAL:                                                                                                                                                                                                                              |                                           |              |                    | \$ 1,249,161.26    | \$ 315,463.18   | \$ 16,760.92 |
|                                                                                                                                                                                                                                     |                                           |              |                    | Private Parcels    | Tax Exempt      | Utility Roll |
| Count of Properties                                                                                                                                                                                                                 |                                           |              |                    | 303                | 32              | 2            |
|                                                                                                                                                                                                                                     | County Fee @1.7% (on Private Parcels):    |              |                    |                    | \$ 21,235.74    |              |
|                                                                                                                                                                                                                                     | Net Assessment Revenue (Private Parcels): |              |                    |                    | \$ 1,227,925.52 |              |
| Total Assessment Revenue:                                                                                                                                                                                                           |                                           |              |                    | \$ 1,560,149.63    |                 |              |
| <p><b>Note: Data for APN, Owner, and Land Use from the City's Land Management System is current as of April 2020.</b><br/>                 Updated data from the County as of December 31, 2019 will be available in July 2020.</p> |                                           |              |                    |                    |                 |              |





Office of the City Manager

06

CONSENT CALENDAR  
May 26, 2020

To: Honorable Mayor and Members of the City Council  
 From: Dee Williams-Ridley, City Manager  
 Submitted by: Jordan Klein, Economic Development Manager  
 Subject: Assessments: Telegraph Property Based Business Improvement District

RECOMMENDATION

Adopt a Resolution approving the Telegraph Property Based Business Improvement District (TBID) Annual Report of FY 2020 and proposed budget for FY 2021, and declaring Council's intention to levy an annual assessment for the TBID for FY 2021.

SUMMARY

The Telegraph Property Based Business Improvement District (TBID or "the District") provides cleaning, hospitality and marketing services for Berkeley's Telegraph Avenue commercial district. In May of 2017 the TBID was geographically expanded and renewed for a ten year period, authorizing operations through December 31, 2027, and designating the Telegraph Property and Business Management Corporation (TPBMC) as the District's Owners' Association. Annually, Council must approve the TBID's annual report and proposed budget and declare its intention to levy an annual assessment.

The City of Berkeley owns one parcel (the Telegraph Channing Parking Garage at 2431 Channing Way) within the boundaries of the TBID and is required by state law to pay the associated assessments. The assessment payment will be \$46,968 in FY 2021; in addition, the City will pay the General Benefit portion of the TBID costs, or roughly \$28,520. The City already makes an annual grant to TBID, through the Public Commons for Everyone Initiative (PCEI), which exceeds this amount, so there will be no new fiscal impacts related to funding the general benefit.

FISCAL IMPACTS OF RECOMMENDATION

Assessments levied in the Telegraph Property Based Business Improvement District (TBID or "the District") support a package of improvements and activities approved by the property owners and the City Council when the District was renewed for a ten year period on May 2, 2017 (Resolution No. 67,940-N.S.). Assessment funds are collected by the Alameda County Assessor's Office, relayed to the City of Berkeley, and disbursed through a contract with the Telegraph Property and Business Management Corporation (TPBMC), a private owners' association that was established to implement the Management District Plan. TPBMC has an active contract with the City, not to

exceed \$7,410,024 of BID revenues, to implement the Telegraph Management District Plan for the period January 1, 2018 to December 31, 2027 (Contract No. 10835).

Collections from private parcel assessments are projected and budgeted at approximately \$506,226 in FY 2021. Collections from tax exempt parcels (owned by the Regents of the University of California and the City of Berkeley) are projected and budgeted at approximately \$171,299 in FY 2021. Annual and accrued private parcel assessment funds are deposited into Telegraph BID Fund 784-33-324-342-0000-000-000-412110 and expended from fund 784-21-208-251-0000-000-446-612990. These totals reflect no increase from the prior year. An annual increase of up to 5% to account for inflation is allowed by the Management District Plan and must be approved by a majority of the TPBMC's Board of Directors. On April 14, 2020 the TPBMC board met and voted to keep assessments at the FY20 level due to the Coronavirus Pandemic and its associated impacts on the local economy. Project funds not spent in any given fiscal year are carried over into future years. TPBMC collects assessments directly from the University of California with no involvement from the City.

Under the provisions of Proposition 218 in the California Constitution, government agencies must pay assessments on properties they own in property based BIDs, just like private property owners, unless they receive no benefit. Payment is collected from private property owners through property tax bills near the end of the calendar year. Payments are due from non-property tax-paying entities concurrently. The City's assessment payment in FY 2021 would be \$46,968 (unchanged from the FY2020 assessment). The City's assessment is paid annually through the Off-Street Parking Fund (627-54-622-665-3002-000-474-639990).

The City also pays for the "general benefit" portion of the TBID budget. "General benefits" represent that small portion of the overall benefits generated by a property based business improvement district which are found to accrue to the general public who are not assessed and do not participate in the economic or social activities of the district. The engineer's report commissioned for the reestablishment of the TBID in 2017 calculated that the general benefit for the district would be approximately \$27,689 annually. The City already makes annual grants to the TBID which far exceed this amount, so there will be no new fiscal impacts related to funding the general benefit.

By financing improvements, maintenance and welcoming activities for the City's central business district, the TBID indirectly enhances sales tax, business license tax and other business-related City revenue sources.

#### CURRENT SITUATION AND ITS EFFECTS

State legislation that authorizes formation of property-based business improvement districts (BID) (*California Streets and Highways Code*, Sections 36600 et. seq.) requires that the BID governing body submit an Annual Report on operations and a budget

proposal to the City Council each year. The City Council may approve the report with a Resolution to reauthorize the annual assessments.

The Board of Directors of the Telegraph Property and Business Management Corporation (TPBMC), the non-profit that manages the TBID, met in a publicly noticed meeting on April 14, 2020 to review and approve the attached Annual Report for the TBID for FY 20120 (Exhibit A). The report includes a budget for improvements and activities for FY 2021 and an estimated cost for providing them. The report also recommends that the assessments for FY 2021 be levied on the same basis and method, and within the same boundaries, as they were levied for FY 2020, with no increase (Exhibit B: Telegraph BID FY 2021 Assessment Roll). Council can adopt the recommended Resolution which will confirm the TBID assessment, and thus enable continuous BID operations for another year.

### BACKGROUND

The TBID is a benefit assessment district that provides cleaning, hospitality and marketing services for Berkeley's Telegraph Avenue commercial district. The TBID was created in 1998 pursuant to California's "Property and Business Improvement District Law of 1994" to provide needed improvements and activities to assessed property owners. Since the initial five year term, the TBID has been renewed for a second five year term in 2003, a ten year term in 2008, and underwent an expansion and ten-year renewal in 2017. As such, the TBID is authorized through 2027 unless action is taken to disestablish it.

In FY 2021, the District should generate approximately \$731,635 for the provision of "Clean, Safe, and Beautification" services, communications and economic development, and related management and administration. The Management District Plan that was adopted by Council in 2017 as part of the reestablishment of the District provides a framework and budget for the TBID's activities, assessment method, and illustrates the TBID boundary and benefit zones. The Management District Plan provides for services above and beyond those provided by the City of Berkeley. Under "The Right to Vote on Taxes Act" (also known as Proposition 218) all public agencies are required to pay the same assessments for public property that apply to private property. The City owns one property within the district: the Telegraph Channing Garage at 2431 Channing Way. The FY21 assessment for that property will be \$46,968, unchanged from the FY2020 assessment.

In FY 2021, the TBID will continue its ongoing "clean safe and beautification" activities, including ambassador services, graffiti removal, manual sidewalk cleaning and sidewalk pressure washing, hazardous waste cleanup, gutter and storm drain cleaning, street sweeping, litter removal, enhanced landscaping and landscape maintenance, and small infrastructure improvements including tree lights, place-making activities, seasonal decorations, and other special projects. The TBID will also continue its program of communications and economic development to provide a unified voice to represent the

best interests of the assessed parcels, and fulfill a slate of stakeholder communications that support the District's agenda to attract visitors via email newsletters, social media, a proactive public relations strategy, and a comprehensive District website. TBID communications and economic development funds are not used for lobbying efforts such as attempting to influence legislation or candidates for office. The TBID will also continue to liaison and coordinate with other business district organizations, including Visit Berkeley, the Chamber, and the Berkeley Business District Network to promote local business and economic development opportunities in Berkeley.

ENVIRONMENTAL SUSTAINABILITY

By maintaining and enhancing the district, the TBID creates shopping opportunities for residents and visitors while encouraging alternative forms of transportation. The District includes the area immediately south of the University of California, Berkeley campus and therefore provides essential commercial goods and services to the student body. The District is also served by several AC Transit lines and BART, which provide access to visitors from around the region. Because the District is well served by public transportation and biking infrastructure, these services indirectly support environmental sustainability goals of encouraging alternative transportation choices.

RATIONALE FOR RECOMMENDATION

Property and Business Improvement District Law of 1994 requires that the BID Board prepare an Annual Report for each fiscal year in which assessments are to be levied. Council action is required to approve the BID's Annual Report, and declare its intent to levy assessments. This private/public partnership will continue to provide significant resources for Telegraph area revitalization, which has had a positive effect on the physical and economic health of the district.

ALTERNATIVE ACTIONS CONSIDERED

The Board of the TBID considered a 1% increase in assessment rates but instead decided to opt for no increase (the maximum allowable is 5%) to its existing assessment rate, declaring that the small amount of increase wasn't needed to sufficiently cover the slate of services outlined in the FY2021 budget and work plan.

CONTACT PERSON

Eleanor Hollander, Economic Development Project Coordinator, (510) 981-7536

Attachments:

1: Resolution Confirm Annual Report and Levy Annual Assessment of the Telegraph Property and Business Improvement District

Exhibit A: Telegraph Property and Business Improvement District: Annual Report 2020 and Budget FY 2021

Exhibit B: Telegraph Property and Business Improvement District FY2021 Assessments

May 26, 2020

RESOLUTION NO. ##,###-N.S.

APPROVING THE ANNUAL REPORT OF THE TELEGRAPH BUSINESS IMPROVEMENT DISTRICT FOR FISCAL YEAR 2020 AND DECLARING INTENT TO LEVY ASSESSMENTS FOR FISCAL YEAR 2021

WHEREAS, the Property and Business Improvement District Law of 1994 (California Streets and Highways Code section 36600 et Seq., hereafter the "Act") authorizes cities to fund property related improvements, maintenance and activities through the levy of assessments upon the real property that benefits from those assessments; and

WHEREAS, after ten years of successful operation, on May 2, 2017 the Berkeley City Council reestablished the Telegraph Business Improvement District (hereafter, "the District") for an additional ten year period by Resolution No. 67,940-N.S.; and

WHEREAS, on April 14, 2020 the Board of Directors of the Telegraph BID adopted the *Annual Report to the City of Berkeley FY 2021* (hereafter "Annual Report") that describes the operations of the District in FY 2020, recommends services for FY 2021 and proposes a budget for FY 2021 (Exhibit A); and

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that pursuant to provisions of Section 36600 et. seq. of the California Streets and Highways Code, the City Council approves the Annual Report (Exhibit A) and declares its intent to levy special assessments on property within the boundaries of the District for FY 2021.

BE IT FURTHER RESOLVED that that the boundaries of the District and the method and basis for the assessment remain the same as those set forth and approved in the Management District Plan (Plan) that was adopted on May 2, 2017, when Council renewed the Telegraph BID through Resolution No. 67,940-N.S.

BE IT FURTHER RESOLVED that the improvements and activities to be provided are those described in the Plan and the Annual Report.

BE IT FURTHER RESOLVED that the cost of providing the improvements and activities is as described in the budget that accompanies the Annual Report.

BE IT FURTHER RESOLVED that to finance these improvements and activities, the Annual Report and Budget includes no increase to the assessment rate for 2021. Following adoption of this resolution, the City Council may confirm the Annual Report and levy assessments for 2021 and confirm disbursement of TBID assessment revenue to the Telegraph Property and Business Management Corporation provided for in Contract No.10835.

Exhibits:

A: TBID Annual Report for FY 2020 and Proposed Budget for FY 2021

B: TBID Assessment Roll FY 2021

**EXHIBIT A**

**Annual Report of the Telegraph Property and Business Improvement District for Fiscal Year 2020-2021**

The Telegraph Property and Business Improvement District (TBID), managed by the Telegraph Property and Business Management Corporation (TPBMC), was renewed for a ten-year period by an affirmative vote of the property owners of the Telegraph commercial district by mail-in ballot in the spring of 2017. This vote was affirmed without protest by City Council on May 2, 2017. This report is for the fiscal year starting July 1, 2020 and ending June 30, 2021 of this ten-year period.

In accordance with 36650 (b) of the Streets and Highway Code for the State of California, the TPBMC affirms the following:

1. The TPBMC proposes no changes in TBID boundaries for the 2020-21 fiscal year (abbreviated "FY").
2. The TPBMC will continue to provide the same services as has been outlined in the Management District Plan of September 21, 2016. These services include street and sidewalk cleaning and beautification, marketing and promotions, decoration, and maintenance of a district office.
3. The budget for FY 2020-2021 approved by the TPBMC Board of Directors on April 14, 2020 provides for \$733,186 in expenditures and \$733,843 in revenues. An estimated \$40,000 of net revenue from FY 2020 will carry over to FY 2021.
4. On April 14, 2020, the TPBMC Board of Directors approved a 0% assessment rate increase for FY 2020-21, as allowed in the Management District Plan.
5. In addition to assessments levied on real property, including the City-owned Telegraph Channing Garage, FY 2021 income will be derived from the following sources: (1) an annual contribution from University of California of \$125,835; (2) PCEI (Public Commons for Everyone Initiative) grant funds from the City of Berkeley of \$49,139; (3) the fiscal sponsorship fee of \$2,158 from the Solano Business Improvement District; and (4) anticipated grants and private donations, for special programs.

Based on the TBID Strategic Plan that was developed in 2016 and updated in 2018, the TBID has five main strategic goals.

1. Improve the pedestrian environment
2. Support District merchants
3. Make the District more accessible
4. Market the District
5. Advocate for the District

The single most significant element of the TBID's ongoing work is the ambassador program which is provided through a contract with Block by Block. In keeping with the Management District Plan, the program provides a team of 6.2 full-time ambassadors who clean the sidewalks, remove graffiti, power wash the district, and conduct beautification projects. The



**EXHIBIT A****Annual Report of the Telegraph Property and Business Improvement District for Fiscal Year 2020-2021**

ambassador program comprises roughly 60% of the annual budget.

In all of this, our goals are to have a thriving commercial district and a welcoming southern entry to the campus. Below is the adopted budget for FY21.

**FY2020-2021 Budget of the Telegraph Property and Business Improvement District**

| <b>Revenue</b>                       |                  |
|--------------------------------------|------------------|
| Tax Assessments TBID Members*        | \$504,692        |
| Tax Assessments -COB Property        | \$46,970         |
| Tax Assessment - UC Berkeley         | \$125,835        |
| City of Berkeley - PCEI Grant        | \$49,139         |
| City of Berkeley Events Contribution | \$5,000          |
| Walking Tour Sponsorships            | \$0              |
| Solano BID Fiscal Sponsorship        | \$2,158          |
| Grant Income and private donations   | \$0              |
| Interest                             | \$50             |
| <b>Total Revenue</b>                 | <b>\$733,843</b> |
| <b>Expenses</b>                      |                  |
| Administration                       | \$210,913        |
| Maintenance                          | \$438,367        |
| Marketing                            | \$19,600         |
| Events                               | \$18,000         |
| Capital Improvements                 | \$32,306         |
| Reserve                              | \$14,000         |
| <b>Total Expenses</b>                | <b>\$733,186</b> |

\*Revenue projections assume a 4% uncollectable rate on private and tax-exempt parcel assessment collection in FY21.

**TBID Accomplishments in 2019-2020 (FY 20)**

The following is a summary of the activities that the TBID undertook in 2019-20 to further these five goals.

1. Improve the pedestrian environment
  - Completed the Chancellor's Fund grant project to improve safety in and around People's Park. The project implemented considerations of the People's Park Crime Prevention through Environmental Design (CPTED) analysis and as a result the City of Berkeley is moving forward with the reconfiguration of the parking along Haste Street set to be implemented in 2020.

**EXHIBIT A**

**Annual Report of the Telegraph Property and Business Improvement District for Fiscal Year 2020-2021**

- Advanced the Shared Streets proposal for Telegraph Ave. in partnership with Councilmember Robinson. In October 2019 the City Council voted to support implementation of Telegraph Public Realm Plan with the TBID as a key partner.
  - This was our second year directly involved in the UC Move-out process. We worked together with the University and City of Berkeley's neighborhood services/code enforcement department. Received a very positive response to the reduction in waste and increase in donated items from both the City and campus stakeholders.
  - Added a permanent micro mural and two temporary construction murals in the District. Installed a small donated sculpture in the Dwight Triangle, and installed a pilot program for a trash corral, which has a painted mural on the outside.
2. Support District merchants
- Continued a very successful partnership with UC Berkeley – Golden Bear Orientation (GBO) on the New Student Dine-Around, where over 7,000 meals were served in Telegraph area restaurants in August 2019. We had another, smaller event in January for the transfer students.
  - Secured funding and support necessary to install a 24/7 restroom in the Telegraph District. Ongoing partnership includes UC Berkeley, City of Berkeley, and West Builders.
3. Make the District more accessible
- Worked with the city and merchants navigating issues around crime and trash. The city has implemented the Downtown/Telegraph Task Force, which has resulted in marked decrease in crime and disruptive behavior, making the district safer for merchants and more welcoming to visitors.
  - Advanced improvements for the Telegraph-Channing garage. We worked with the City of Berkeley to install a new placemaking sign for the structure, and successfully advocated for funding of upgrades for the garage including new elevators.
4. Market the District
- Held the 3<sup>rd</sup> annual Grateful Day Fest in October 2019. The event was very well attended by students and locals alike.
  - Installed the first round of Historical Walking Tour Markers. The markers are a physical place-making asset that help to market the virtual walking tour by appealing to the curiosity of visitors.
  - Held the inaugural Salsa Saturday event during UCB Orientation Week.
5. Advocate for the District
- Coordinated relief and support efforts in response to the COVID-19 outbreak, in partnership with the City, UC Berkeley, and business organizations city-wide.

**EXHIBIT A**

**Annual Report of the Telegraph Property and Business Improvement District for Fiscal Year 2020-2021**

Provided (socially distant) hands-on assistance to merchants seeking information and resources.

- Continued coordination of the Southside Safety Committee regarding the development of People's Park.
- Supported the housing developments in the district, through maintaining a communication channel with the developer(s) on logistics, being a liaison with the City, improving the experiences of Telegraph businesses that were impacted by construction, and coordinating construction murals to improve the pedestrian experience.

## Exhibit B:

## Telegraph Business Improvement District (TBID) FY2021 Assessments

| APN           | OWNER NAME                              | STREET NUMBER | STREET NAME   | ASSESSMENT  |
|---------------|-----------------------------------------|---------------|---------------|-------------|
| 055 188600300 | 2312 ELLSWORTH LLC                      | 2312          | ELLSWORTH ST  | \$ 874.54   |
| 055 187601200 | 2369 TELEGRAPH LLC                      | 2369          | TELEGRAPH AVE | \$ 1,603.94 |
| 055 188300500 | 2414 DANA ST L P                        | 2414          | DANA ST       | \$ 790.47   |
| 055 186801100 | 2415 COLLEGE LLC                        | 2415          | COLLEGE AVE   | \$ 3,129.09 |
| 055 188101800 | 2442 HASTE STREET LLC                   | 2442          | HASTE ST      | \$ 1,923.03 |
| 055 184600101 | 2501 BENVENUE LLC                       | 2501          | BENVENUE AVE  | \$ 3,363.45 |
| 055 187701100 | 2509 DURANT LLC                         | 2347          | TELEGRAPH AVE | \$ 4,283.15 |
| 055 187701400 | 2522 BANCROFT WAY LLC                   | 2522          | BANCROFT WAY  | \$ 1,411.89 |
| 055 183902000 | 2539 TELEGRAPH LLC                      | 2539          | TELEGRAPH AVE | \$ 3,520.01 |
| 055 183901901 | 2565 TELEGRAPH LLC &                    | 2587          | TELEGRAPH AVE | \$ 7,037.28 |
|               | 2588 TELEGRAPH AVENUE LLC & LARIZADEH   |               |               |             |
| 055 183700300 | MAHMOUD TR                              | 2590          | TELEGRAPH AVE | \$ 3,473.16 |
| 055 183600802 | 2614 TELEGRAPH LLC                      | 2614          | TELEGRAPH AVE | \$ 780.34   |
| 055 183603100 | 2616 TELEGRAPH AVENUE LLC               | 2616          | TELEGRAPH AVE | \$ 2,517.73 |
| 055 184600300 | 2644 DWIGHT WAY LLC                     | 2644          | DWIGHT WAY    | \$ 2,593.48 |
| 055 183802300 | A & A BERKELEY PARTNERS LLC             | 2501          | DANA ST       | \$ 156.45   |
| 055 186901100 | ALPHA BETA HALL                         | 2345          | COLLEGE AVE   | \$ 1,632.28 |
| 055 184302603 | AM BAPTIST SEMINARY OF WEST             | 2511          | HILLEGASS AVE | \$ 6,220.87 |
| 055 187100103 | AMI LLC ETAL                            | 2680          | BANCROFT WAY  | \$ 2,804.89 |
| 055 187100203 | AMI LLC ETAL                            | 2310          | COLLEGE AVE   | \$ 1,422.02 |
| 055 187102000 | AMI LLC ETAL                            | 2680          | BANCROFT WAY  | \$ 754.48   |
| 055 183503300 | ANANTHARAM VENKATACHALAM                | 2628          | TELEGRAPH AVE | \$ 130.98   |
| 055 188200200 | ANDREONI THOMAS L & STANTON KAREN J TRS | 2440          | DANA ST       | \$ 792.37   |
| 055 184200100 | ARANGUREN MARY L & JACKSON ALEX ETAL    | 2503          | REGENT ST     | \$ 555.40   |
| 055 188303000 | AYSOY SUKRAN TR                         | 2406          | DANA ST       | \$ 159.03   |
| 055 187800200 | AYYAD FUAD & MUNA I                     | 2312          | TELEGRAPH AVE | \$ 2,933.52 |
| 055 187000900 | BALAJI EQUITY MANAGEMENT LLC            | 2319          | COLLEGE AVE   | \$ 1,441.13 |
| 055 187802000 | BBT BERKELEY LLC                        | 2462          | BANCROFT WAY  | \$ 4,306.36 |
| 055 186801300 | BEAR HAVEN LLC                          | 2409          | COLLEGE AVE   | \$ 2,209.92 |
| 055 187000800 | BERG D G & MARY L TRS ETAL              | 2701          | DURANT AVE    | \$ 2,039.27 |
|               | BERKELEY ARCHITECTURAL HERITAGE         |               |               |             |
| 055 188401500 | ASSOCIATION                             | 2318          | DURANT AVE    | \$ 1,437.19 |
| 055 188500800 | BERKELEY CANTERBURY FOUNDATION INC      | 2334          | BANCROFT WAY  | \$ 1,373.71 |
| 055 188500201 | BERKELEY CITY CLUB                      | 2315          | DURANT AVE    | \$ 1,371.79 |
| 055 188500202 | BERKELEY CITY CLUB                      | 2315          | DURANT AVE    | \$ 8,167.53 |
|               | BERKELEY TELEGRAPH LLC & 2640 TELEGRAPH |               |               |             |
| 055 183500700 | AVE LLC                                 | 2640          | TELEGRAPH AVE | \$ 1,113.47 |
| 055 183503200 | BHAGAT DEEPAK & SHASHI ETAL             | 2628          | TELEGRAPH AVE | \$ 130.98   |
| 055 183502600 | BUNIMOVITZ ILAN & DIANA TRS             | 2628          | TELEGRAPH AVE | \$ 130.98   |
| 055 183801300 | CABRERA ROBERT TR                       | 2410          | DWIGHT WAY    | \$ 1,287.52 |
| 055 184002401 | CALIF ANN CONF METH CH                  | 2655          | TELEGRAPH AVE | \$ 7,805.69 |
| 055 187900400 | CAMOU TELEGRAPH AVENUE PROPERTIES LLC   | 2386          | TELEGRAPH AVE | \$ 949.70   |
| 055 187500800 | CHANNING WAY 2003 LLC                   | 2508          | CHANNING WAY  | \$ 1,844.53 |
| 055 183802200 | CHIN JACKSON                            | 2501          | DANA ST       | \$ 149.99   |
| 055 187602200 | CHITRCHARATN NIRAMOL                    | 2511          | CHANNING WAY  | \$ 1,903.62 |
| 055 184200500 | CHIU EDMUND S & BONNETTE S              | 2532          | DWIGHT WAY    | \$ 778.01   |
| 055 183900400 | CHU FAMILY LLC                          | 2517          | TELEGRAPH AVE | \$ 5,772.07 |
| 055 183502400 | CHUANG PATRICK C & HSIUNG YINGSHENG     | 2628          | TELEGRAPH AVE | \$ 130.98   |

## Exhibit B:

## Telegraph Business Improvement District (TBID) FY2021 Assessments

| APN           | OWNER NAME                                            | STREET NUMBER | STREET NAME   | ASSESSMENT   |
|---------------|-------------------------------------------------------|---------------|---------------|--------------|
| 055 188200100 | CHURCH IN BERKELEY                                    | 2430          | DANA ST       | \$ 1,926.39  |
| 055 187900601 | CITY OF BERKELEY                                      | 2431          | CHANNING WAY  | \$ 46,968.38 |
| 055 183902100 | CLAHAN DAVID TR                                       | 2593          | TELEGRAPH AVE | \$ 4,928.52  |
| 055 183901502 | CLARA&SONIA LLC                                       | 2529          | TELEGRAPH AVE | \$ 2,481.04  |
| 055 188300100 | COLLIER PAMELA & BATTI GREG TRS                       | 2400          | DANA ST       | \$ 669.50    |
| 055 187100401 | CORKINS A A, RUSHTON R P, MISHRA S K, BROWN<br>C E TR | 2639          | DURANT AVE    | \$ 1,045.97  |
| 055 188000400 | CREATIVE PROPERTY TELEGRAPH LLC                       | 2426          | TELEGRAPH AVE | \$ 943.16    |
| 055 187900500 | DABEL GRETCHEN W TR BYPASS TRUST & DABEL<br>GRET ETAL | 2392          | TELEGRAPH AVE | \$ 1,084.35  |
| 055 183802900 | DAI GEORGE S. & LUNA Y TRS & DAI CORNELIA             | 2501          | DANA ST       | \$ 187.13    |
| 055 184005200 | DELENGOCKY TAYSON                                     | 2615          | TELEGRAPH AVE | \$ 125.23    |
| 055 187100300 | DELTA DEUTERON BLDG ASN                               | 2647          | DURANT AVE    | \$ 2,000.79  |
| 055 186701300 | DISANO JOSEPH R & ADELAIDE L TRS                      | 2435          | COLLEGE AVE   | \$ 1,081.46  |
| 055 184200401 | DOTP 2530 LLC                                         | 2526          | DWIGHT WAY    | \$ 2,006.23  |
| 055 187800100 | DOWNEY NANCY B TR & ROUSH VIRGINIA B TR               | 2310          | TELEGRAPH AVE | \$ 4,304.25  |
| 055 187700200 | DOYLE ELAINE M TR                                     | 2310          | BOWDITCH ST   | \$ 862.86    |
| 055 183502300 | DU LIMING                                             | 2628          | TELEGRAPH AVE | \$ 130.98    |
| 055 187700900 | DURANT PLACE                                          | 2517          | DURANT AVE    | \$ 3,147.31  |
| 055 183801600 | DWIGHT BLAKE APARTMENTS                               | 2420          | DWIGHT WAY    | \$ 964.67    |
| 055 187001000 | EDR BERKELEY LP                                       | 2700          | BANCROFT WAY  | \$ 5,485.57  |
| 055 184004300 | ELA PROPERTIES LLC                                    | 2615          | TELEGRAPH AVE | \$ 120.18    |
| 055 188000501 | ENT KENNETH E & GREGORY W TRS                         | 2432          | TELEGRAPH AVE | \$ 9,814.68  |
| 055 188000700 | ENT KENNETH E & GREGORY W TRS                         | 2435          | HASTE ST      | \$ 947.72    |
| 055 187101300 | ESLAMI AHMAD A                                        | 2311          | BOWDITCH ST   | \$ 342.40    |
| 055 184600400 | FERGUSON JAMES I & ARLENE M TRS                       | 2646          | DWIGHT WAY    | \$ 940.54    |
| 055 187401200 | FIRST CHURCH CHRIST SCIENTIST                         | 2619          | DWIGHT WAY    | \$ 1,729.32  |
| 055 188001100 | FIRST CHURCH FOUNDATION                               | 2423          | HASTE ST      | \$ 578.50    |
| 055 188400100 | FIRST CONG CH OF BERK                                 | 2345          | CHANNING WAY  | \$ 5,637.59  |
| 055 188401600 | FIRST CONGREGATIONAL CHURCH OF BERKELEY               | 2326          | DURANT AVE    | \$ 685.89    |
| 055 188401700 | FIRST CONGREGATIONAL CHURCH OF BERKELEY               | 2330          | DURANT AVE    | \$ 967.64    |
| 055 188401800 | FIRST CONGREGATIONAL CHURCH OF BERKELEY               | 2334          | DURANT AVE    | \$ 256.29    |
| 055 188001502 | FIRST PRESBYTERIAN CHURCH OF BERKELEY                 | 2407          | DANA ST       | \$ 9,169.78  |
| 055 183500402 | FITZER TIMOTHY A                                      | 2636          | TELEGRAPH AVE | \$ 1,365.35  |
| 055 187800400 | FORTUNEWORLD INC                                      | 2439          | DURANT AVE    | \$ 3,393.81  |
| 055 187601100 | FUENTES JENNAN K                                      | 2375          | TELEGRAPH AVE | \$ 6,630.17  |
| 055 184005000 | FUJISAKA THOMAS K TR                                  | 2615          | TELEGRAPH AVE | \$ 120.18    |
| 055 187502500 | GEE JEW Y TR                                          | 2509          | DWIGHT WAY    | \$ 1,327.02  |
| 055 183502500 | GEORGE ASHIQ M                                        | 2628          | TELEGRAPH AVE | \$ 130.98    |
| 055 184003200 | GIORDANO ARLENE A                                     | 2435          | CARLETON ST   | \$ 1,217.94  |
| 055 183800201 | GLENN BUILDING                                        | 2430          | DWIGHT WAY    | \$ 11,432.32 |
| 055 184003800 | GOFF EDWARD V                                         | 2615          | TELEGRAPH AVE | \$ 82.56     |
| 055 183502000 | GOLD BONNIE & PAYNE DAVID E                           | 2628          | TELEGRAPH AVE | \$ 130.98    |
| 055 187701003 | GOODHUE NEIL B & DIANE C TRS                          | 2513          | DURANT AVE    | \$ 1,103.76  |
| 055 187701006 | GOODHUE NEIL B & DIANE C TRS                          | 2515          | DURANT AVE    | \$ 1,708.41  |
| 055 183900102 | GORDON JOHN K & MITCHELL JANIS L TRS                  | 2502          | DWIGHT WAY    | \$ 2,362.22  |
| 055 183900303 | GORDON JOHN K & MITCHELL JANIS L TRS                  | 2508          | REGENT ST     | \$ 1,766.10  |
| 055 183901601 | GORDON JOHN K & MITCHELL JANIS L TRS                  | 2513          | TELEGRAPH AVE | \$ 2,020.33  |

## Exhibit B:

## Telegraph Business Improvement District (TBID) FY2021 Assessments

| APN           | OWNER NAME                            | STREET NUMBER | STREET NAME   | ASSESSMENT   |
|---------------|---------------------------------------|---------------|---------------|--------------|
| 055 187700600 | GROWERS PROPERTIES NO 52              | 2533          | DURANT AVE    | \$ 4,348.71  |
| 055 188300200 | GUERARD JACQUES                       | 2402          | DANA ST       | \$ 636.54    |
| 055 184600500 | HAKAM ALAEDDIN & FOUDEH SAEED TR      | 2504          | COLLEGE AVE   | \$ 783.38    |
| 055 184004100 | HAROUN ANSAR M & NASRA TRS            | 2615          | TELEGRAPH AVE | \$ 114.11    |
| 055 188200300 | HASHEMI HOMAYOUN & GOVASHIRI HOMA TRS | 2446          | DANA ST       | \$ 814.37    |
| 055 183802800 | HOANG THANH T                         | 2501          | DANA ST       | \$ 178.69    |
| 055 183802600 | HOANG VY T & LYNH T                   | 2501          | DANA ST       | \$ 193.04    |
| 055 188300600 | HON HENRY D & SYLVIA TRS              | 2418          | DANA ST       | \$ -         |
| 055 184003600 | HSIA SAMSON & ALICIA TRS              | 2615          | TELEGRAPH AVE | \$ 120.18    |
| 055 184004700 | HU HANG L & TYNG J                    | 2615          | TELEGRAPH AVE | \$ 116.95    |
| 055 184004800 | HU TYNG J & HANG L                    | 2615          | TELEGRAPH AVE | \$ 114.11    |
| 055 184004200 | HUANG LI L                            | 2615          | TELEGRAPH AVE | \$ 110.01    |
| 055 183502100 | HUNG EDWARD & SCOGGINS SUZANNE E      | 2628          | TELEGRAPH AVE | \$ 130.98    |
| 055 187802200 | HUNOLT JAMES B TR & THOMAS E TR       | 2480          | BANCROFT WAY  | \$ 2,616.95  |
| 055 187701201 | JANGMI LLC                            | 2327          | TELEGRAPH AVE | \$ 2,121.00  |
| 055 183802500 | KARIM SHAKIR                          | 2501          | DANA ST       | \$ 155.27    |
| 055 187900100 | KICK-AXE PROPERTIES                   | 2350          | TELEGRAPH AVE | \$ 4,368.41  |
| 055 184004600 | KPARTNERS LLC                         | 2615          | TELEGRAPH AVE | \$ 129.09    |
| 055 188303200 | KU KAREN                              | 2406          | DANA ST       | \$ 159.03    |
| 055 187801900 | KUANG DIANA Q ETAL                    | 2456          | BANCROFT WAY  | \$ 2,439.04  |
| 055 187700500 | KURDYS DOUGLAS & SHAWVER LOIS         | 2539          | DURANT AVE    | \$ 2,725.49  |
| 055 184003900 | KWOK VICTOR Y                         | 2615          | TELEGRAPH AVE | \$ 129.09    |
| 055 187700700 | LANDIS JUDSON R & SHERON C TRS        | 2525          | DURANT AVE    | \$ 4,790.15  |
| 055 187801000 | LANDIS JUDSON R & SHERON C TRS        | 2419          | DURANT AVE    | \$ 2,313.69  |
| 055 187801200 | LANDIS JUDSON R & SHERON C TRS        | 2411          | DURANT AVE    | \$ 1,014.35  |
| 055 188401400 | LEONG CAROLYN P TR                    | 2312          | DURANT AVE    | \$ 848.83    |
| 055 184005300 | LEUNG VELIA N                         | 2615          | TELEGRAPH AVE | \$ 109.95    |
| 055 184005400 | LEUNG VELIA N                         | 2615          | TELEGRAPH AVE | \$ 78.61     |
| 055 188100500 | LI ZHAOYANG & WAN KE                  | 2437          | DWIGHT WAY    | \$ 2,241.93  |
| 055 184000101 | LIEBERT BRUCE E TR & CARLYN M TR      | 2601          | TELEGRAPH AVE | \$ 1,248.33  |
| 055 183502900 | LIM ING Y & KANWIT ELIZABETH D TRS    | 2628          | TELEGRAPH AVE | \$ 130.98    |
| 055 188100300 | LIPPETT PETER E TR                    | 2476          | TELEGRAPH AVE | \$ 3,407.95  |
| 055 183502800 | LIU JEA S & WANG JENNY C ETAL         | 2628          | TELEGRAPH AVE | \$ 130.98    |
| 055 187800701 | LIVING CITY INVESTMENTS LLC           | 2425          | DURANT AVE    | \$ 1,588.52  |
| 055 183801800 | LUNDIN JANE M TR                      | 2428          | DWIGHT WAY    | \$ 935.67    |
| 055 183801700 | LUNDIN JANE TR                        | 2424          | DWIGHT WAY    | \$ 917.73    |
| 055 187602000 | LYMAN JOHN T & MARLEY                 | 2538          | DURANT AVE    | \$ 2,849.93  |
| 055 187602100 | LYMAN JOHN T & MARLEY                 | 2542          | DURANT AVE    | \$ 1,327.89  |
| 055 188303100 | MA JANICE L & KENNETH                 | 2406          | DANA ST       | \$ 159.03    |
| 055 184004500 | MAKHIJANI MEENA S                     | 2615          | TELEGRAPH AVE | \$ 82.56     |
| 055 187701902 | MARK AT BERKELEY LLC                  | 2580          | BANCROFT WAY  | \$ 12,320.57 |
| 055 184005100 | MAUS MARLON TR                        | 2615          | TELEGRAPH AVE | \$ 151.09    |
| 055 187502700 | MILANO PROPERTIES LTD LLC             | 2475          | TELEGRAPH AVE | \$ 1,215.62  |
| 055 183800102 | MILANO ROGERIO & MAJIDI SHAHLA TRS    | 2500          | TELEGRAPH AVE | \$ 5,322.97  |
| 055 186801400 | MIN YOUNG K & KYU J TRS               | 2700          | CHANNING WAY  | \$ 559.50    |
| 055 187701601 | MIOTTEL W J JR TR                     | 2530          | BANCROFT WAY  | \$ 8,532.53  |
| 055 183501900 | MIRZA IQBAL                           | 2628          | TELEGRAPH AVE | \$ 130.98    |
| 055 183802700 | MITINA SOFIA TR                       | 2501          | DANA ST       | \$ 193.91    |

## Exhibit B:

## Telegraph Business Improvement District (TBID) FY2021 Assessments

| APN           | OWNER NAME                                         | STREET NUMBER | STREET NAME   | ASSESSMENT   |
|---------------|----------------------------------------------------|---------------|---------------|--------------|
| 055 183503000 | NAGEL GARY D                                       | 2628          | TELEGRAPH AVE | \$ 130.98    |
| 055 186701400 | NATEGHIAN FARAMARZ TRUST                           | 2431          | COLLEGE AVE   | \$ 914.67    |
| 055 184003700 | NAVARROCACERES LILIANA                             | 2615          | TELEGRAPH AVE | \$ 83.04     |
| 055 184200200 | NCR PROPERTIES LLC                                 | 2524          | DWIGHT WAY    | \$ 1,017.43  |
| 055 187100600 | OPHCA LLC                                          | 2637          | DURANT AVE    | \$ 82.33     |
| 055 183802100 | P G & E CO 135-1-12-2                              | 2540          | TELEGRAPH AVE | \$ 1,537.04  |
| 055 187802400 | PAIGE ROGER & NORMA TRS & HERBERT JOSEPH & CA ETAL | 2415          | DURANT AVE    | \$ 242.41    |
| 055 187802300 | PAIGE ROGER & NORMA TRS ETAL                       | 2415          | DURANT AVE    | \$ 245.01    |
| 055 187802500 | PAIGE ROGER & NORMA TRS ETAL                       | 2417          | DURANT AVE    | \$ 162.84    |
| 055 187802600 | PAIGE ROGER & NORMA TRS ETAL                       | 2417          | DURANT AVE    | \$ 162.84    |
| 055 188401300 | PAULOS NICHOLAS J & CORALYN M                      | 2310          | DURANT AVE    | \$ 1,313.93  |
| 055 187502802 | PELLEGRINO PASQUALE TR                             | 2461          | TELEGRAPH AVE | \$ 2,195.71  |
| 055 187201100 | RAAJ BERKELEY OWNER LLC                            | 2613          | CHANNING WAY  | \$ 735.49    |
| 055 187201300 | RAAJ BERKELEY OWNER LLC                            | 2323          | BOWDITCH ST   | \$ 949.70    |
| 055 187201400 | RAAJ BERKELEY OWNER LLC                            | 2600          | DURANT AVE    | \$ 18,119.02 |
| 055 184003500 | RAJAH KINGSLEY & GERALDINE R TRS                   | 2615          | TELEGRAPH AVE | \$ 110.01    |
| 055 188500900 | RECTORS ETC OF ST MARKS                            | 2300          | BANCROFT WAY  | \$ 1,475.79  |
| 055 188501000 | RECTORS ETC OF ST MARKS                            | 2301          | DURANT AVE    | \$ 5,775.09  |
| 055 186901301 | REGENTS OF THE UNIVERSITY OF CALIFORNIA            | 2333          | COLLEGE AVE   | \$ 2,657.28  |
| 055 187101901 | REGENTS OF THE UNIVERSITY OF CALIFORNIA            | 2630          | BANCROFT WAY  | \$ 6,781.24  |
| 055 187202101 | REGENTS OF THE UNIVERSITY OF CALIFORNIA            |               | COLLEGE AVE   | \$ 17,447.77 |
| 055 187300101 | REGENTS OF THE UNIVERSITY OF CALIFORNIA            |               | CHANNING WAY  | \$ 8,483.07  |
| 055 187301500 | REGENTS OF THE UNIVERSITY OF CALIFORNIA            | 2411          | BOWDITCH ST   | \$ 305.57    |
| 055 187301600 | REGENTS OF THE UNIVERSITY OF CALIFORNIA            | 2409          | BOWDITCH ST   | \$ 231.65    |
| 055 187301700 | REGENTS OF THE UNIVERSITY OF CALIFORNIA            | 2405          | BOWDITCH ST   | \$ 246.43    |
| 055 187301800 | REGENTS OF THE UNIVERSITY OF CALIFORNIA            | 2550          | CHANNING WAY  | \$ 174.47    |
| 055 187301900 | REGENTS OF THE UNIVERSITY OF CALIFORNIA            | 2612          | CHANNING WAY  | \$ 12,142.76 |
| 055 187402301 | REGENTS OF THE UNIVERSITY OF CALIFORNIA            | 2612          | HASTE ST      | \$ 17,548.28 |
| 055 187500901 | REGENTS OF THE UNIVERSITY OF CALIFORNIA            | 0             | CHANNING WAY  | \$ 12,787.82 |
| 055 187504001 | REGENTS OF THE UNIVERSITY OF CALIFORNIA            | 2556          | HASTE ST      | \$ 4,790.63  |
| 055 187600901 | REGENTS OF THE UNIVERSITY OF CALIFORNIA            | 2535          | CHANNING WAY  | \$ 4,604.68  |
| 055 187902203 | REGENTS OF THE UNIVERSITY OF CALIFORNIA            | 2436          | DURANT AVE    | \$ 12,485.36 |
| 055 188002103 | REGENTS OF THE UNIVERSITY OF CALIFORNIA            |               | HASTE ST      | \$ 2,779.94  |
| 055 188002104 | REGENTS OF THE UNIVERSITY OF CALIFORNIA            | 2433          | HASTE ST      | \$ 372.60    |
| 055 188100700 | REGENTS OF THE UNIVERSITY OF CALIFORNIA            | 2427          | DWIGHT WAY    | \$ 712.05    |
| 055 188101701 | REGENTS OF THE UNIVERSITY OF CALIFORNIA            | 2400          | HASTE ST      | \$ 4,391.41  |
| 055 188601703 | REGENTS OF THE UNIVERSITY OF CALIFORNIA            | 2200          | BANCROFT WAY  | \$ 1,328.36  |
| 055 188602501 | REGENTS OF THE UNIVERSITY OF CALIFORNIA            | 2214          | BANCROFT WAY  | \$ 4,035.60  |
| 055 187801800 | REGENTS OF THE UNIVERSITY OF CALIFORNIA            | 2436          | BANCROFT WAY  | \$ 9,515.58  |
| 055 188600100 | RICHELIEU FRED A & RITA V TRS & ELRICH HELEN B TR  | 2300          | ELLSWORTH ST  | \$ 1,332.96  |
| 055 188100200 | RIPSTEEN RYAN TR & GORDON JOHN K & MITCHELL J ETAL | 2470          | TELEGRAPH AVE | \$ 4,152.30  |
| 055 186701200 | ROMAN CATHOLIC WELFARE CORPORATION OF OAKLAND      |               | DWIGHT WAY    | \$ 1,068.41  |
| 055 187201200 | ROYSTON APARTMENT LP                               | 2601          | CHANNING WAY  | \$ 3,067.10  |
| 055 187601302 | RP CAMBRIDGE LP                                    | 2500          | DURANT AVE    | \$ 9,885.16  |



## Exhibit B:

## Telegraph Business Improvement District (TBID) FY2021 Assessments

| APN           | OWNER NAME                                            | STREET NUMBER | STREET NAME   | ASSESSMENT   |
|---------------|-------------------------------------------------------|---------------|---------------|--------------|
| 055 187701300 | RSGF GRANADA BUILDING LLC                             | 2301          | TELEGRAPH AVE | \$ 11,320.29 |
| 055 187301400 | RUBENSTEIN MICHAEL & POLLAK STEVEN TRS                | 2605          | HASTE ST      | \$ 851.27    |
| 055 187500600 | RUE ELL ENTERPRISES INC                               | 2411          | TELEGRAPH AVE | \$ 1,836.09  |
| 055 187601600 | RUE ELL ENTERPRISES INC                               | 2520          | DURANT AVE    | \$ 3,411.11  |
| 055 187700800 | RUE ELL ENTERPRISES INC                               | 2519          | DURANT AVE    | \$ 4,158.84  |
| 055 187800501 | RUE ELL ENTERPRISES INC                               | 2433          | DURANT AVE    | \$ 7,789.02  |
| 055 187900300 | RUE ELL ENTERPRISES INC                               | 2380          | TELEGRAPH AVE | \$ 949.70    |
| 055 183802000 | RUEELL ENTERPRISES INC                                | 2434          | DWIGHT WAY    | \$ 1,365.46  |
| 055 187601901 | RUEELL ENTERPRISES INC                                | 2534          | DURANT AVE    | \$ 4,088.99  |
| 055 187802100 | RUEELL ENTERPRISES INC                                | 2470          | BANCROFT WAY  | \$ 4,089.18  |
| 055 187601500 | RUEGG & ELLSWORTH                                     | 2516          | DURANT AVE    | \$ 7,847.69  |
| 055 187601700 | RUEGG & ELLSWORTH                                     | 2526          | DURANT AVE    | \$ 10,976.64 |
| 055 187602300 | RUEGG & ELLSWORTH                                     | 2510          | DURANT AVE    | \$ 3,535.00  |
| 055 187700100 | RUEGG & ELLSWORTH & LEWIS SANDRA TR                   | 2590          | BANCROFT WAY  | \$ 5,604.08  |
| 055 187502900 | RYDER WAYNE C & JOANN TRS ETAL                        | 2455          | TELEGRAPH AVE | \$ 3,203.66  |
| 055 187500300 | SARACHAN KENNETH                                      | 2509          | HASTE ST      | \$ 1,086.25  |
| 055 187500400 | SARACHAN KENNETH                                      | 2503          | HASTE ST      | \$ 1,857.19  |
| 055 187500700 | SARACHAN KENNETH                                      | 2409          | TELEGRAPH AVE | \$ 5,630.67  |
| 055 187900200 | SARACHAN KENNETH                                      | 2360          | TELEGRAPH AVE | \$ 3,359.83  |
| 055 187500500 | SARACHAN KENNETH & BROWN LAURIE                       | 2433          | TELEGRAPH AVE | \$ 1,466.76  |
| 055 188100100 | SARACHAN KENNETH & BROWN LAURIE                       | 2464          | TELEGRAPH AVE | \$ 3,803.23  |
| 055 184200600 | SATELLITE AFFORDABLE HOUSING ASSOCIATES               | 2500          | HILLEGASS AVE | \$ 1,674.16  |
| 055 183801400 | SCHLAFFER LANCE TR                                    | 2414          | DWIGHT WAY    | \$ 928.16    |
| 055 188600200 | SCHOEN BERKELEY LIMITED PARTNERSHIP                   | 2306          | ELLSWORTH ST  | \$ 1,541.99  |
| 055 183803000 | SHYR JURİYAN & HOU DANIEL                             | 2501          | DANA ST       | \$ 193.52    |
| 055 184004900 | SIRIVANSANTI VEERA & SUVANNEE TRS                     | 2615          | TELEGRAPH AVE | \$ 145.02    |
| 055 183500901 | SONIAS SUSHICAKES LLC                                 | 2650          | TELEGRAPH AVE | \$ 1,442.81  |
| 055 187700300 | ST JOSEPH ARIM FOUND                                  | 2316          | BOWDITCH ST   | \$ 1,449.25  |
| 055 187700400 | ST JOSEPH ARIM FOUND                                  | 2543          | DURANT AVE    | \$ 666.03    |
| 055 187801602 | STILES HALL REGENTS OF THE UNIVERSITY OF CALIFORNIA   | 2400          | BANCROFT WAY  | \$ 8,508.95  |
| 055 187502400 | SUM YUN C & NGAN C TRS                                | 2511          | DWIGHT WAY    | \$ 4,617.65  |
| 055 183502200 | SUN CHII YUN & KAREN K                                | 2628          | TELEGRAPH AVE | \$ 130.98    |
| 055 183501800 | TAM RICHARD W & ZHANG TAO T ETAL                      | 2628          | TELEGRAPH AVE | \$ 172.53    |
| 055 188002201 | TAYLOR SPRINGS MANAGEMENT LLC                         | 2414          | TELEGRAPH AVE | \$ 8,457.72  |
| 055 187503001 | TEJADA MARIO C & ROSALINDA G TRS                      | 2506          | HASTE ST      | \$ 1,830.39  |
| 055 183700100 | TELEGRAPH BLAKE LLC                                   | 2556          | TELEGRAPH AVE | \$ 4,292.86  |
| 055 188000100 | TELEGRAPH COMMONS L P                                 | 2486          | CHANNING WAY  | \$ 6,001.45  |
| 055 187502600 | TELEGRAPH PARTNERS LLC                                | 2499          | TELEGRAPH AVE | \$ 2,095.67  |
| 055 183900500 | TELEGRAPH REGENT LLC                                  | 2512          | REGENT ST     | \$ 3,155.33  |
| 055 188101200 | TOWN & GOWN CLUB                                      | 2401          | DWIGHT WAY    | \$ 1,299.93  |
| 055 188500102 | TRINITY UNITED METHODIST CHURCH OF<br>BERKELEY        | 2362          | BANCROFT WAY  | \$ 1,234.61  |
| 055 188500104 | TRINITY UNITED METHODIST CHURCH OF<br>BERKELEY        | 2362          | BANCROFT WAY  | \$ 4,698.28  |
| 055 187101200 | TRUST BENEFIT CHRISTIAN SCIENCE<br>ORGANIZATION UC BE | 2601          | DURANT AVE    | \$ 666.25    |
| 055 188401200 | TWENTY THREE HUNDRED DURANT PARTNERSHIP               | 2300          | DURANT AVE    | \$ 2,067.81  |



Exhibit B:

Telegraph Business Improvement District (TBID) FY2021 Assessments

| APN           | OWNER NAME                                      | STREET NUMBER | STREET NAME        | ASSESSMENT          |
|---------------|-------------------------------------------------|---------------|--------------------|---------------------|
| 055 186801000 | UNIVERSITY LUTHERAN CHAPEL OF BERKELEY<br>CALIF | 2425          | COLLEGE AVE        | \$ 681.81           |
| 055 187101501 | UNIVERSITY Y W C A                              | 2600          | BANCROFT WAY       | \$ 2,404.78         |
| 055 187801700 | VALHAUS LP                                      | 2430          | BANCROFT WAY       | \$ 3,425.25         |
| 055 183801500 | VALUES INC INVESTMENT CO                        | 2418          | DWIGHT WAY         | \$ 1,585.36         |
| 055 187401300 | VEDANTA SOCIETY BERKELEY                        | 2455          | BOWDITCH ST        | \$ 916.29           |
| 055 188600400 | VERO PROPERTIES LLC                             | 2241          | DURANT AVE         | \$ 1,568.01         |
| 055 187600100 | VESTED INCOME PROPERTIES LLC                    | 2328          | BOWDITCH ST        | \$ 1,561.73         |
| 055 188100400 | VIRGINIA COLLEGE ASSOCIATES LP                  | 2482          | TELEGRAPH AVE      | \$ 6,390.64         |
| 055 188300400 | WEN WILLIAM K ETAL                              | 2410          | DANA ST            | \$ 839.68           |
| 055 188500103 | WESLEY HOUSE BERKELEY LLC                       | 2398          | BANCROFT WAY       | \$ 2,399.02         |
| 055 183600603 | WONG WILLIAM H & FRANKLIN C & HENRY F           | 2600          | TELEGRAPH AVE      | \$ 1,570.91         |
| 055 183802400 | WONG WILSON K & CALVIN                          | 2501          | DANA ST            | \$ 153.69           |
| 055 184600200 | WU SEN T & SU H TRS                             | 2640          | DWIGHT WAY         | \$ 1,949.84         |
| 055 183503100 | XIA JING                                        | 2628          | TELEGRAPH AVE      | \$ 130.98           |
| 055 187101100 | YEE FAYE & DAVID                                | 2605          | DURANT AVE         | \$ 927.29           |
| 055 184004000 | YU JULIA & YU JEAN J TR                         | 2615          | TELEGRAPH AVE      | \$ 116.95           |
| 055 187800300 | ZEMEL ARTHUR & LEVIN DOROTHY TRS ETAL           | 2328          | TELEGRAPH AVE      | \$ 10,562.87        |
| 055 184004400 | ZHANG YINGQUN & WANG NAIRU                      | 2615          | TELEGRAPH AVE      | \$ 83.04            |
| 055 183502700 | ZILBERMAN DANIEL                                | 2628          | TELEGRAPH AVE      | \$ 130.98           |
| 055 183700200 | ZION PROPERTIES LLC                             | 2566          | TELEGRAPH AVE      | \$ 3,399.93         |
|               |                                                 | <b>Totals</b> | <b>253 Parcels</b> | <b>\$685,526.61</b> |

|                                           | Tax Exempt | Private Parcels      |
|-------------------------------------------|------------|----------------------|
|                                           | 23         | 230                  |
| County Fee @1.7% (on Private Parcels):    |            | \$ 8,605.85          |
| Net Assessment Revenue (Private Parcels): |            | \$ 497,620.87        |
| <b>Total Assessment Revenue:</b>          |            | <b>\$ 676,920.75</b> |

Note: Data for APN, Owner, and Land Use from the City's Land Management System is current as of April 2020. Updated data from the County will be available in July 2020.





Office of the City Manager

07

CONSENT CALENDAR

May 26, 2020

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Henry Oyekanmi, Director, Finance Department

Subject: Notice of Appropriations Limit for Fiscal Year 2021

RECOMMENDATION

Adopt a Resolution providing notice that: 1) Council will adopt an appropriations limit for Fiscal Year 2021 at its meeting of June 30, 2020; and 2) the amount of the limit and the background material used in its calculation will be available for public review in the City Clerk's Office on or before June 15, 2020.

FISCAL IMPACTS OF RECOMMENDATION

On June 30, 2020, the Council will set the Fiscal Year 2021 appropriations limit. The amount of appropriations subject to the limit is the budgeted proceeds of taxes (e.g., all taxes levied; transfers from an enterprise fund to the extent those transfers exceed the cost of providing the services; discretionary state subventions; interest earned from the investment of proceeds of taxes, etc.), and the total of these budgeted revenues cannot exceed the total appropriations limit. The City's actual appropriations in each fiscal year have been significantly below the limit, as they will be for Fiscal Year 2021. Thus, there are no present fiscal implications of establishing the limit.

CURRENT SITUATION AND ITS EFFECTS

Senate Bill 1352 requires that 1) the governing body of each local jurisdiction shall, by a legislative action, establish its appropriations limit at a regularly scheduled or special meeting and that documentation used in the determination of the appropriations limit shall be made available to the public fifteen days before that meeting. Government Code Section 7910 requires that the City adopt its appropriations limit prior to the beginning of each fiscal year.

This Resolution gives public notice of Council's intent to adopt an appropriations limit for Fiscal Year 2020 at its meeting of June 30, 2020, and that the documents used in calculating the limit will be available for public review on or before June 15, 2020. Proposition 4, approved by the electorate of the State of California via a special election held on November 6, 1979, added Article XIII B to the constitution of the state. It requires local governments to adopt yearly appropriation limits according to specified formulas, and allows for specified, yearly adjustments of the limit. Proposition 111, approved by the voters June 5, 1990, and changed the Proposition 4 adjustment formulas. Senate Bill 152, Government Code Sections 7900, et. seq, enacted by the Legislature of the State of

California, provided for the implementation of Article XIII B defining various terms used in this article and prescribing procedures to be used in implementing specific provisions of the Article.

ENVIRONMENTAL SUSTAINABILITY

There are no identifiable environmental effects or opportunities associated with the subject of this report.

BACKGROUND

The Finance Department of the City of Berkeley compiles the data and makes calculations incident to the determination of the XIII B appropriations limit. The amount of the Fiscal Year 2021 appropriations limit and the documentation incident to the determination thereof will be available for review by the public in the Office of the City Clerk on or before June 15, 2020, at least fifteen days prior to the Council's scheduled adoption of the appropriation limit, as required by law.

RATIONALE FOR RECOMMENDATION

This is a state law.

ALTERNATIVE ACTIONS CONSIDERED

None.

CONTACT PERSON

Henry Oyekanmi, Director, Finance Department, 981-7326

Attachments:

1: Resolution

RESOLUTION NO. ##,### N.S.

PROVIDING NOTICE OF SCHEDULED ADOPTION OF APPROPRIATIONS LIMIT FOR FISCAL YEAR 2021 PURSUANT TO ARTICLE XIII B OF THE CONSTITUTION OF THE STATE OF CALIFORNIA

WHEREAS, on November 6, 1979, the citizens of the State of California approved Proposition 4, which added Article XIII B to the Constitution of the State of California to place various limitations on the fiscal powers of State and local government; and

WHEREAS, Senate Bill 1352, Government Code Section 7900, et. seq. enacted by the Legislature of the State of California, provides for the implementation of Article XIII by defining various terms in this article; and

WHEREAS, the governing body of each jurisdiction is required to establish its appropriations limit at a regularly scheduled meeting or noticed special meeting; and

WHEREAS, 15 days prior to such meeting, the documentation used in the determination of the appropriations limit shall be made available to the public.

NOW THEREFORE, BE IT RESOLVED that the Council of the City of Berkeley does hereby give notice that it will, at its meeting of June 30, 2020, adopt a Resolution which establishes the appropriations limit for the 2021 Fiscal Year pursuant to Article XIII B of the Constitution of the State of California.

BE IT FURTHER RESOLVED that the documentation used in the determination of the appropriation limit for Fiscal Year 2021 shall be made available for public review in the Office of the City Clerk of the City of Berkeley, 2180 Milvia Street, Berkeley, California, on or before June 15, 2020.





Office of the City Manager

CONSENT CALENDAR  
May 26, 2020

To: Honorable Mayor and Members of the City Council  
 From: Dee Williams-Ridley, City Manager  
 Submitted by: Lisa Warhuus, Director, Health, Housing & Community Services  
 Subject: Contract Amendment: Berkeley Food & Housing Project

RECOMMENDATION

Adopt a Resolution authorizing the City Manager or her designee to execute a contract and any amendments with vendor Berkeley Food & Housing Project (BFHP) to provide administrative services for Berkeley Mental Health (BMH) Flexible Spending Programs and the Russell Street Residence through June 30, 2021 in an amount not to exceed \$960,874. This will extend the existing contract by one year and add in \$603,874 in funding to pay for the services outlined below.

FISCAL IMPACTS OF RECOMMENDATION

Funds for the scope of work in the amount of \$100,000 will be provided from ERMA GL Code 336-51-503-524-2015-000-451-612990-. Funds for the scope of work in the amount of \$503,874 will be provided from ERMA GL Code 315-51-503-526-2017-000-451-636110-.

CURRENT SITUATION AND ITS EFFECTS

BMH has used BFHP as the administrator for Flexible Spending Programs and operator of the Russell Street Residence (RSR) in the past through a contract administered by the Housing & Community Services Division (HCS), and for the past few months through a contract administered by BMH. The Mental Health Division is planning to amend the contract with BFHP to improve contractual oversight and to change the rate paid for residents at RSR to better align with costs of operating this housing program. The rate paid for RSR residents will increase to \$80.86 per resident per day, for up to 17 beds per night, to reflect the increased costs associated with the program. The amounts allocated for the BMH Flexible Spending Programs will also change according to the needs of the respective programs: Full Service Partnership will be allocated \$90,000; Children's Full Service Partnership will be allocated \$17,250; Comprehensive Community Treatment will be allocated \$23,000; Homeless Outreach and Treatment Team will be allocated \$23,000; Homeless Full Service Partnership will be allocated \$23,000; and Focus on Independence Team will be allocated \$13,800.

### BACKGROUND

On July 25, 2017 by Resolution No. 68,100-N.S., City Council approved entering into Contract No. 10568 with BFHP for a variety of programs administered by both HCS and BMH. On April 30, 2019 by Resolution No. 68,834-N.S., City Council approved amending Contract No. 10568A with increased funding support for RSR. After extensive negotiations, BMH and BFHP agreed to enter into a separate contract between BFHP and BMH exclusively, to better reflect the current situation and to allow for improved contractual oversight and monitoring. On December 3, 2019 by Resolution No. 69,192-N.S., City Council approved entering into Contract No. 32000117 with BFHP to support Berkeley Mental Health's Flexible Funding programs and the Russell Street Residence. BFHP has done a satisfactory job administering these programs, and we would like to ensure they can continue completing this necessary work to support the Division and some of the City's most vulnerable residents.

### ENVIRONMENTAL SUSTAINABILITY

There are no identifiable environmental impacts or opportunities associated with the action recommended in this report.

### RATIONALE FOR RECOMMENDATION

BFHP recently informed BMH of a major gap in their funding structure, and the allocation proposed here will help resolve that disparity, allowing a vital community organization to continue their important work. BFHP is a trusted partner in the implementation of programs to ensure the needs of our community's most vulnerable members are met in the most effective manner possible. Each of the programs funded by this contract were developed as a result of feedback from stakeholders, and went through a lengthy community input process before being presented to City Council as part of the MHSA Plan Annual Update. Russell Street Residence provides much needed supported housing for individuals with serious mental illness in Berkeley; the flex funds program allows for a variety of mental health programs to meet the needs of mental health consumers through the purchase of a variety of goods that support their stability and recovery.

### ALTERNATIVE ACTIONS CONSIDERED

As an alternative action, Council could instead direct staff to circulate a new RFI or formal Request for Proposals (RFP) to competitively solicit a different vendor.

### CONTACT PERSON

Conor Murphy, Assistant Management Analyst, HHCS, 510-981-7611  
Steven Grolnic-McClurg, Manager of Mental Health Services, HHCS, 510-981-5249

Attachments:

1: Resolution



RESOLUTION NO. ##,###-N.S.

CONTRACT AMENDMENT: BERKELEY FOOD AND HOUSING PROJECT

WHEREAS, City Council approved the MHSA Plan FY2019-2020 Annual Update on July 23, 2019 by Resolution No. 69,033-N.S., which included funding for the programs to be included in the contract here; and

WHEREAS, City Council approved participation in the Homeless Mentally Ill Outreach and Treatment allocation funding on September 13, 2018 by Resolution No. 68,592-N.S.; and

WHEREAS, City Council approved a contract with Berkeley Food and Housing Project for Flexible Spending Programs and the Russell Street Residence on December 3, 2019 by Resolution No. 69,192-N.S.; and

WHEREAS, community input and stakeholder feedback has determined a need for the programs being funded; and

WHEREAS, the Berkeley Food and Housing Project has been a trusted partner in the implementation of a variety of programs in collaboration with the City; and

WHEREAS, funds in the amount of \$100,000 are available in the current budget year in ERMA GL Code 336-51-503-524-2015-000-451-612990-, and funds in the amount of \$503,874 are available in the current budget year in ERMA GL Code 315-51-503-526-2017-000-451-636110-

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or her designee is authorized to execute a contract and any amendments with the Berkeley Food and Housing Project for administrative services through June 30, 2021 in an amount not to exceed \$960,874. A record signature copy of said contract and any amendments to be on file in the City Clerk Department.





Office of the City Manager

CONSENT CALENDAR  
May 26, 2020

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Lisa Warhuus, Director, Health, Housing and Community Services

Subject: Contract: Bay Area Community Resources for the Placement of AmeriCorps Members

RECOMMENDATION

Adopt a Resolution authorizing the City Manager or her designee to execute an expenditure contract and any amendments or extensions thereto with Bay Area Community Resources in an amount not to exceed \$56,000 for the period July 1, 2020 through June 30, 2021 for the placement of AmeriCorps members.

FISCAL IMPACTS OF RECOMMENDATION

Funding sources for the Bay Area Community Resources contract include local funding for Berkeley High School Health Center (BHS HC) and Berkeley Technology Academy Health Center (B-Tech) in the following budgets: Project Code HHPGHS2101, ERMA GL Account 011-51-506-560-0000-000-451-636110 (\$17,573); Project Code HHPTIX2101, ERMA GL Account 011-51-506-560-0000-000-451-636110 (\$17,573); and in HHPMHS2101, ERMA GL Account 315-51-506-562-2063-000-451-636110 (\$20,854). Funding for this contract is included in the proposed FY 2021 budget.

CURRENT SITUATION AND ITS EFFECTS

Bay Area Community Resources (BACR) will provide up to four AmeriCorps members to work with the Public Health Division in providing health education services related to family planning and other youth health issues, and lead youth development/peer education programs at the Berkeley High School Health Center and Berkeley Technology Academy Health Center. Additionally, they will conduct community outreach, enter data into the electronic health records, and facilitate support group services. Members will be placed at the Berkeley High School Health Center and Berkeley Technology Academy Health Center.

BACKGROUND

Berkeley Public Health Division has a longstanding partnership with BACR and the AmeriCorps program to provide professional development opportunities to youth in the field of Public Health. AmeriCorps members provide essential near-peer services to Berkeley youth.

ENVIRONMENTAL SUSTAINABILITY

There are no identifiable environmental effects or opportunities associated with the subject of this report.

RATIONALE FOR RECOMMENDATION

At the Berkeley High School and Berkeley Technology Academy Health Centers, the AmeriCorps members provide much needed health education services to high school students. The AmeriCorps program provides peer education and group support services regarding healthy relationships, positive decision making and communication, pregnancy and sexually transmitted disease prevention and testing, and counseling regarding birth control methods. Additionally, the AmeriCorps volunteers receive training that supports development of an equitable and inclusive workforce.

ALTERNATIVE ACTIONS CONSIDERED

The City could not hire AmeriCorps members to support these programs. This would lead to a significant decrease in services Public Health could provide to Berkeley's youth.

CONTACT PERSON

Janice Chin, Public Health Division Manager, HHCS, 981-5121

Attachments:

1: Resolution

RESOLUTION NO. ##,###-N.S.

CONTRACT: BAY AREA COMMUNITY RESOURCES FOR THE PLACEMENT OF  
AMERICORPS INTERNS

WHEREAS, the City of Berkeley Public Health Division has supported the Berkeley High School Health Center and Berkeley Technology Academy and their provision of comprehensive health care to students since its inception in 1991; and

WHEREAS, the intern programs at the Berkeley High School Health Center and Berkeley Technology Academy allow for the provision of critical health education services for their high risk populations; and

WHEREAS, the AmeriCorps program provides professional development opportunities to youth in the field of public health; and

WHEREAS, funds are available in the FY21 budgets: Project Code HHPGHS2101, ERMA GL Account 011-51-506-560-0000-000-451-636110; Project Code HHPTIX2101, ERMA GL Account 011-51-506-560-0000-000-451-636110; and HHPMHS2101, ERMA GL Account 315-51-506-562-2063-000-451-636110.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or her designee is authorized to execute an expenditure contract and any amendments or extensions thereto with Bay Area Community Resources (BACR) in an amount not to exceed \$56,000 for the period July 1, 2020 through June 30, 2021 for the purpose of placing AmeriCorps interns at the Berkeley High School Health Center and the Berkeley Technology Academy Health Center. A record signature copy of said contract and any amendments shall be on file in the office of the City Clerk.





Office of the City Manager

10

CONSENT CALENDAR

May 26, 2020

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Lisa Warhuus, Director, Health, Housing & Community Services

Subject: Grant Agreement: Funding Support from Alameda County to Public Health Infrastructure Program

RECOMMENDATION

Adopt a Resolution authorizing the City Manager or her designee to submit grant agreements to Alameda County, to accept the grant, and execute any resultant revenue agreements and amendments to conduct public health promotion, protection, and prevention services for the Public Health Infrastructure Program in the projected amount of \$32,080 for FY 2021.

FISCAL IMPACTS OF RECOMMENDATION

The City of Berkeley will receive funds in the amount of \$32,080 from Alameda County for FY 2021 from the Public Health Infrastructure Program: Revenue Project Code 326-51-506-559-2053-000-000-433110-. There is no local match required for this grant.

Spending of grant funds is subject to Council approval of the budget for each fiscal year and the Annual Appropriations Ordinances. The grant budget will be adjusted as part of a future amendment to the FY 2021 Annual Appropriations Ordinance and it will depend on the timing of when the grant is officially awarded and the amounts are determined.

CURRENT SITUATION AND ITS EFFECTS

As a local health jurisdiction, the City of Berkeley provides a broad range of public health program services to the community, with the goals of addressing health inequities, promoting healthy environments and behaviors, protecting residents from disease, and preventing illness, disability, and premature death. Alameda County revenue is an important source of support for these City public health programs. In FY 2021, there are no significant changes to this support.

The Public Health Infrastructure Program improves the Public Health infrastructure of the Berkeley Public Health Officer Unit by conducting epidemiological surveillance, ongoing data management and analysis to monitor the Berkeley community's health. Additionally, these funds are used in public health program evaluations, including assessment of impact on health inequities and priorities identified in the Health Status Report.

BACKGROUND

The City of Berkeley receives funding from many sources annually to complete work related to improving the health of the community. As a local health jurisdiction, the City receives specific funding through Alameda County to meet core public health objectives. The Department is committed to providing services to the community to promote healthy environments and prevent the spread of disease.

ENVIRONMENTAL SUSTAINABILITY

There are no identifiable environmental effects or opportunities associated with the subject of this report.

RATIONALE FOR RECOMMENDATION

These funds provide necessary revenue to support vital services related to the City of Berkeley's mandates as a Public Health jurisdiction. They also support the Department's work to reduce health inequities in Berkeley and improve the health of our community.

ALTERNATIVE ACTIONS CONSIDERED

The Health, Housing and Community Services Department assesses each funding source to ensure that it supports the City's mission and goals. The alternative action of not seeking any of these funding sources would be a significant reduction in public health services to the community.

CONTACT PERSON

Dr. Lisa Hernandez, Health Officer, HHCS (510) 981-5308

Attachments:

- 1: Resolution: Public Health Infrastructure Program



RESOLUTION NO. ~~##,###~~-N.S.

GRANT AGREEMENT WITH ALAMEDA COUNTY FOR THE PUBLIC HEALTH  
INFRASTRUCTURE PROGRAM FOR FISCAL YEAR 2021

WHEREAS, the City of Berkeley Department of Health, Housing & Community Services is committed to providing necessary support to analyze data, plan and disseminate information, and provide general public health education; and

WHEREAS, the City of Berkeley Department of Health, Housing & Community Services provides a broad range of public health services to the community; and

WHEREAS, the City of Berkeley Department of Health, Housing & Community Services works to promote healthy environments and behaviors, protect residents from disease, and prevent illness, disability, and premature death; and

WHEREAS, the City of Berkeley Department of Health, Housing & Community Services seeks to eliminate health inequities; and

WHEREAS, the City of Berkeley should seek outside funding wherever possible to fund vital health services.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or her designee is hereby authorized to submit a grant agreement to Alameda County for fiscal year 2021 funding for the Public Health Infrastructure Program to accept the grant funds; execute any resultant revenue agreements and amendments in line with the grant award, which may be larger or smaller than the projected award of \$32,080; and implement the projects and appropriation of funding for related expenses, subject to securing the grant. Budget Codes: (Revenue) 326-51-506-559-2053-000-000-433110- (Expenditure): 326-51-506-559-2053-000-451- various. A record signature copy of said agreements and any amendments shall be on file in the office of the City Clerk.





Office of the City Manager

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CONSENT CALENDAR  
May 26, 2020

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Lisa Warhuus, Director, Health, Housing & Community Services

Subject: Revenue Grant Agreements: Funding Support from Alameda County to Conduct Public Health Services

RECOMMENDATION

Adopt four Resolutions authorizing the City Manager or her designee to submit grant agreements to Alameda County, to accept the grants, and execute any resultant revenue agreements and amendments to conduct public health promotion, protection, and prevention services for the following five revenue agreements:

1. **Foster Care Program** in the projected amount of \$93,187 for FY 2021.
2. **Berkeley High School and Berkeley Technology Academy Health Center Programs** in the projected amount of \$178,778 for FY 2021.
3. **School Linked Health Services Program (Measure A Funding)** in the projected amount of \$193,175 for FY 2021.
4. **Tobacco Prevention Program** in the projected amount of \$76,290 for FY 2021.

FISCAL IMPACTS OF RECOMMENDATION

The City of Berkeley will receive funds in the amount of \$541,430 from Alameda County for FY 2021 from the sources listed below. There is no local match required for any of these grants, however, the City does provide a significant amount of general fund to support these important programs. Each contract has been entered into the citywide contract management system database and assigned the following CMS numbers:

1. **Foster Care Program:** Revenue Budget Code 326-51-506-556-2046-000-000-431110-. This contract is anticipated to be for \$93,187 in FY 2021.
2. **Berkeley High School Health Center and Berkeley Technology Academy Programs:** Revenue Budget Code 326-51-506-561-0000-000-000-433110-. This contract is anticipated to be for \$178,778 in FY 2021.

3. **School Linked Health Services Program (Measure A Funding):** Revenue Budget Code 326-51-506-560-0000-000-000-432110-. This contract is anticipated to be for \$193,175 in FY 2021.
4. **Tobacco Prevention Program:** Revenue Budget Code 326-51-506-559-2053-000-000-433110-. This contract is anticipated to be for \$76,290 in FY 2021.

Spending of all referenced grant funds is subject to Council approval of the budget for each fiscal year and the Annual Appropriations Ordinances. Depending on the timing of when grants are officially awarded and the amounts are determined, the grant budgets will be adjusted as part of a future amendment to the FY 2021 Annual Appropriations Ordinance.

#### CURRENT SITUATION AND ITS EFFECTS

As a local health jurisdiction, the City of Berkeley provides a broad range of public health program services to the community, with the goals of addressing health inequities, promoting healthy environments and behaviors, protecting residents from disease, and preventing illness, disability, and premature death. Alameda County revenue is an important source of support for these City public health programs. In FY 2021, there are no significant changes to this support.

1. **Foster Care Program:** Meets State mandated Child Health and Disability Prevention (CHDP) requirements. This is the Health Care Program for Children in Foster Care (HCPFC) which provides preventive health services for Berkeley children in foster care. Services include: medical and health care case planning; referrals for medical, dental, mental health and developmental services; coordination of health services for children in out-of-county and out-of-state placements; and provides medical education through the interpretation of medical reports and training for foster care team members on the special health care needs of children and youth in foster care.
2. **Berkeley High School and Berkeley Technology Academy Health Center Programs:** Provides clinical and health education services to adolescents attending Berkeley High School and Berkeley Technology Academy.
3. **School Linked Health Services Program (Measure A Funding):** Increases the capacity of Berkeley Unified School District to meet the health, medical and dental needs of K-5 students, and to create the infrastructure to more effectively perform public health surveillance for communicable diseases, promote school connectedness, and reduce chronic absenteeism.
4. **Tobacco Prevention Program:** Provides tobacco cessation services, enforcement of tobacco retail licensing requirements and youth prevention education.

BACKGROUND

The City of Berkeley receives funding from many sources annually to complete work related to improving the health of the community. As a local health jurisdiction, the City receives specific funding through Alameda County to meet core public health objectives. The Division is committed to providing services to the community to promote healthy environments and prevent the spread of disease.

ENVIRONMENTAL SUSTAINABILITY

There are no identifiable environmental effects or opportunities associated with the subject of this report.

RATIONALE FOR RECOMMENDATION

These funds provide necessary revenue to support vital services related to the City of Berkeley's mandates as a Public Health jurisdiction. They also support the Department's work to reduce health inequities in Berkeley and improve the health of our community.

ALTERNATIVE ACTIONS CONSIDERED

The Public Health Division assesses each funding source to ensure that it supports the City's mission and goals. The alternative action of not seeking any of these funding sources would be a significant reduction in public health services to the community.

CONTACT PERSON

Janice Chin, Manager, Public Health Division, HHCS (510) 981-5121

Attachments:

- 1: Resolution: Foster Care Program
- 2: Resolution: Berkeley High School and Berkeley Technology Academy Health Center Programs
- 3: Resolution: School Linked Health Services Program (Measure A Funding)
- 4: Resolution: Tobacco Prevention Program

RESOLUTION NO. ~~##,###~~-N.S.

GRANT AGREEMENT WITH ALAMEDA COUNTY FOR THE FOSTER CARE PROGRAM TO PROVIDE CHDP AND HCPCFC PROGRAMMING FOR FY 2021

WHEREAS, the City of Berkeley Public Health Division of the Department of Health, Housing & Community Services is committed to insuring that Berkeley children in foster care receive the full scope of preventive health services; and

WHEREAS, the City of Berkeley Department of Health, Housing & Community Services provides a broad range of needed Public Health program services to the community; and

WHEREAS, the City of Berkeley Department of Health, Housing & Community Services works to promote healthy environments and behaviors, protect residents from disease, and prevent illness, disability, and premature death; and

WHEREAS, the City of Berkeley Public Health Division seeks to eliminate health inequities; and

WHEREAS, the City of Berkeley should seek outside funding wherever possible to fund vital health services.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or her designee is hereby authorized to submit a grant agreement to Alameda County for fiscal year 2021 funding for the Foster Care Program to meet our mandate so that Berkeley children in foster care receive the full scope of Child Health and Disability Prevention Program preventive health services, to accept the grant funds; execute any resultant revenue agreements and amendments in line with the grant award, which may be larger or smaller than the projected award of \$93,187; and implement the projects and appropriation of funding for related expenses, subject to securing the grant. Budget Codes: (Revenue) 326-51-506-556-2046-000-000-431110-; and (Expenditure) 326-51-506-556-2046-000-451- various. A record signature copy of said agreements and any amendments shall be on file in the office of the City Clerk.

RESOLUTION NO. ~~##,###~~-N.S.

GRANT AGREEMENT WITH ALAMEDA COUNTY FOR THE BERKELEY HIGH SCHOOL AND BERKELEY TECHNOLOGY ACADEMY HEALTH CENTER PROGRAMS FOR FY 2021

WHEREAS, the City of Berkeley Department of Health, Housing & Community Services is committed to providing health services and health education to adolescents attending Berkeley High and Berkeley Technology Academy; and

WHEREAS, the City of Berkeley Public Health Division of the Department of Health, Housing & Community Services provides a broad range of needed Public Health program services to the community; and

WHEREAS, the City of Berkeley Department of Health, Housing & Community Services works to promote healthy environments and behaviors, protect residents from disease, and prevent illness, disability, and premature death; and

WHEREAS, the City of Berkeley Public Health Division seeks to eliminate health and educational inequities; and

WHEREAS, the City of Berkeley should seek outside funding wherever possible to fund vital health services.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or her designee is hereby authorized to submit a grant agreement to Alameda County for fiscal year 2021 funding for the Berkeley High School and Berkeley Technology Academy Health Center Programs to provide health services and health education to adolescents attending Berkeley High and Berkeley Technology Academy to accept the grant funds; execute any resultant revenue agreements and amendments in line with the grant award, which may be larger or smaller than the projected award of \$178,778; and implement the projects and appropriation of funding for related expenses, subject to securing the grant. Budget Codes: (Revenue) 326-51-506-561-0000-000-000-433110-; and (Expenditure) 326-51-506-560-0000-000-451- various. A record signature copy of said agreements and any amendments shall be on file in the office of the City Clerk.

RESOLUTION NO. ~~##,###~~-N.S.

GRANT AGREEMENT WITH ALAMEDA COUNTY FOR THE SCHOOL LINKED HEALTH SERVICES (MEASURE A) PROGRAM FOR FY 2021

WHEREAS, the City of Berkeley Public Health Division of the Department of Health, Housing & Community Services is committed to increasing the capacity of Berkeley Unified School District to meet the health, medical and dental needs of students, and to create the infrastructure to more effectively perform public health surveillance and enforcement functions for communicable diseases and disease outbreaks; and

WHEREAS, the City of Berkeley Department of Health, Housing & Community Services provides a broad range of needed Public Health program services to the community; and

WHEREAS, the City of Berkeley Department of Health, Housing & Community Services works to promote healthy environments and behaviors, protect residents from disease, and prevent illness, disability, and premature death; and

WHEREAS, the City of Berkeley Public Health Division seeks to eliminate health and educational inequities; and

WHEREAS, the City of Berkeley should seek outside funding wherever possible to fund vital health services.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or her designee is hereby authorized to submit a grant agreement to Alameda County for fiscal year 2021 funding for the School Linked Health Services Program (Measure A Funding) to increase the capacity of the Berkeley Unified School District to meet the health, medical and dental needs of students, and to create the infrastructure to more effectively perform public health surveillance and enforcement functions for communicable diseases and disease outbreaks, to accept the grant funds; execute any resultant revenue agreements and amendments in line with the grant award, which may be larger or smaller than the projected award of \$193,175; and implement the projects and appropriation of funding for related expenses, subject to securing the grant. Budget Codes: (Revenue) 326-51-506-560-0000-000-000-432110-; and (Expenditure): 326-51-506-560-0000-000-451- various. A record signature copy of said agreements and any amendments shall be on file in the office of the City Clerk.



RESOLUTION NO. ~~##,###~~-N.S.

GRANT AGREEMENT WITH ALAMEDA COUNTY FOR THE TOBACCO  
PREVENTION PROGRAM FOR FY 2021

WHEREAS, the City of Berkeley Public Health Division of the Department of Health, Housing & Community Services is committed to providing tobacco cessation services, enforcement of tobacco retail licensing requirements and youth prevention education; and

WHEREAS, the City of Berkeley Department of Health, Housing & Community Services provides a broad range of needed Public Health program services to the community; and

WHEREAS, the City of Berkeley Department of Health, Housing & Community Services works to promote healthy environments and behaviors, protect residents from disease, and prevent illness, disability, and premature death; and

WHEREAS, the City of Berkeley Public Health Division seeks to eliminate health inequities; and

WHEREAS, the City of Berkeley should seek outside funding wherever possible to fund vital health services.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or her designee is hereby authorized to submit a grant agreement to Alameda County for fiscal year 2021 funding for the Tobacco Prevention Program: to provide tobacco cessation services, enforcement of tobacco retail licensing requirements and youth prevention education, to accept the grant funds; execute any resultant revenue agreements and amendments in line with the grant award, which may be larger or smaller than the projected award of \$76,290; and implement the projects and appropriation of funding for related expenses, subject to securing the grant. Budget Codes: (Revenue) 326-51-506-559-2053-000-000-433110-; and (Expenditure) 326-51-506-559-2053-000-451- various. A record signature copy of said agreements and any amendments shall be on file in the office of the City Clerk.





Office of the City Manager

CONSENT CALENDAR  
May 26, 2020

To: Honorable Mayor and Members of the City Council  
From: Dee Williams-Ridley, City Manager  
Submitted by: Lisa Warhuus, Director, Health, Housing & Community Services  
Subject: Revenue Grant Agreement: Funding Support from the State of California for the Tuberculosis Program

RECOMMENDATION

Adopt a Resolution authorizing the City Manager or her designee to submit grant agreements to the State of California, to accept the grant, and execute any resultant revenue agreements and amendments to conduct public health promotion, protection, and prevention services for the Tuberculosis Control Program in the projected amount of \$14,000 for FY 2021.

FISCAL IMPACTS OF RECOMMENDATION

The City of Berkeley will receive funds in the estimated amount of \$14,000 from the State of California for FY 2021 for the Tuberculosis Control Program: Revenue Budget Code: 312-51-506-563-0000-000-000-432110-. There is no match required and this contract is expected to be for \$14,000 in FY 2021. The State mechanism for distribution of Tuberculosis funding is dependent upon the number and complexity of cases and may be significantly different from anticipated levels if there are fewer or more qualifying cases.

Spending of all referenced grant funds is subject to Council approval of the budget for each fiscal year and the Annual Appropriations Ordinances. Depending on the timing of when grants are officially awarded and the amounts are determined, the grant budgets will be adjusted as part of a future amendment to the FY 2021 Annual Appropriations Ordinance.

CURRENT SITUATION AND ITS EFFECTS

As a local health jurisdiction, the City of Berkeley provides a broad range of public health program services to the community, with the goals of addressing health inequities, promoting healthy environments and behaviors, protecting residents from disease, and preventing illness, disability, and premature death.

BACKGROUND

The City of Berkeley receives funding from many sources annually to complete work related to improving the health of the community. As a local health jurisdiction, the City

is entitled to specific State funding to meet core public health objectives. The Office of the Director is committed to providing essential services to the community to prevent the spread of disease and to promote healthy environments.

The Tuberculosis Control Program of the Communicable Disease Prevention and Control Program conducts public health tuberculosis control and prevention activities and provides related services such as providing food, shelter, and incentives to enhance treatment adherence. The overall goal of this program is to reduce morbidity and mortality of Tuberculosis by breaking the chain of transmission.

#### ENVIRONMENTAL SUSTAINABILITY

There are no identifiable environmental effects or opportunities associated with the subject of this report.

#### RATIONALE FOR RECOMMENDATION

These funds support vital services related to our mandates as a public health jurisdiction and local initiatives designed to address health inequities in Berkeley and improve the health of Berkeley residents. These non-competitive grants support the Department's mission and provide the City with funding to continue working to protect and improve the health of the community.

#### ALTERNATIVE ACTIONS CONSIDERED

The Office of the Director assesses each funding source to ensure that it supports the City's mission and goals. The alternative action of not seeking any of these funding sources would be a significant reduction in public health services to the community.

#### CONTACT PERSON

James Allard, Supervising Public Health Nurse, HHCS, 510.981.5377

#### Attachments:

1. Resolution: Tuberculosis Control Program

RESOLUTION NO. ~~##,###~~-N.S.

GRANT AGREEMENT: STATE OF CALIFORNIA FOR THE TUBERCULOSIS CONTROL PROGRAM FOR FY 2021

WHEREAS, the City of Berkeley Department of Health, Housing & Community Services is committed to conduct public health tuberculosis control and prevention activities and provide related services to ensure adherence to State and Federal standards; and

WHEREAS, the City of Berkeley Department of Health, Housing & Community Services is committed to protecting residents of Berkeley from tuberculosis especially unidentified and untreated tuberculosis infections and disease; and

WHEREAS, the City of Berkeley Department of Health, Housing & Community Services provides a broad range of needed public health program services to the community; and

WHEREAS, the City of Berkeley Department of Health, Housing & Community Services works to promote healthy environments and behaviors, protect residents from disease, and prevent illness, disability, and premature death; and

WHEREAS, the City of Berkeley Department of Health, Housing & Community Services seeks to eliminate health inequities; and

WHEREAS, the City of Berkeley should seek outside funding wherever possible to fund vital health services.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or her designee is hereby authorized to submit a grant agreement to the State of California for funding for fiscal year 2021 for the Tuberculosis Control Program: to conduct public health tuberculosis control and prevention activities and provide related services; to accept the grant; execute any resultant revenue agreements and amendments; and implement the projects and appropriation of funding in the estimated amount of \$14,000 for related expenses, subject to securing the grant. Budget Codes (Revenue): 312-51-506-563-0000-000-000-432110-; (Expenditure) 312-51-506-563-0000-000-451- various. A record signature copy of said agreements and any amendments shall be on file in the office of the City Clerk.





Office of the City Manager

CONSENT CALENDAR  
May 26, 2020

To: Honorable Mayor and Members of the City Council  
From: Dee Williams-Ridley, City Manager  
Submitted by: Savita Chaudhary, Director, Information Technology  
Subject: Contract: Software AG, Inc. for Software, maintenance and professional services for Data Integration Middleware Platform webMethods

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a new contract with Software AG, Inc. for Software, maintenance and professional services for Data Integration Middleware Platform webMethods in an amount not to exceed \$436,000 for the term June 1, 2020 to June 30, 2023.

FINANCIAL IMPLICATIONS

Funding is allocated for Fiscal Year (FY) 2020-2023 in the Department of Information Technology Cost Allocation budget as outlined below, and the funding in the future years is subject to Council approval of the proposed citywide budget and Annual Appropriation Ordinances.

**Summary:**

|                  |                                                                      |
|------------------|----------------------------------------------------------------------|
| \$224,228        | Total FY 2020: Software Maintenance and Professional Services        |
| \$65,618         | Total FY 2021: Professional Services                                 |
| \$78,468         | Total FY 2022: Software Maintenance                                  |
| \$67,686         | Total FY 2023: Software Maintenance                                  |
| <b>\$436,000</b> | <b>Total FY20-23: Software Maintenance and Professional Services</b> |

|          |                                                                                                                    |
|----------|--------------------------------------------------------------------------------------------------------------------|
|          | FY 2020: Software Maintenance                                                                                      |
| \$89,228 | Budget Code: 680-35-362-376-0000-000-472-613130-<br>(IT Cost Allocation, Project Management, Software Maintenance) |

|           |                                                                                                                     |
|-----------|---------------------------------------------------------------------------------------------------------------------|
|           | FY 2020: Professional Services                                                                                      |
| \$135,000 | Budget Code: 680-35-362-376-0000-000-472-612990-<br>(IT Cost Allocation, Project Management, Professional Services) |

|                  |                                                                      |
|------------------|----------------------------------------------------------------------|
| <b>\$224,228</b> | <b>Total FY 2020: Software Maintenance and Professional Services</b> |
|------------------|----------------------------------------------------------------------|

|          |                                                                                                                     |
|----------|---------------------------------------------------------------------------------------------------------------------|
|          | FY 2021: Professional Services (Rent Stabilization Board)                                                           |
| \$45,000 | Budget Code: 680-35-362-376-0000-000-472-612990-<br>(IT Cost Allocation, Project Management, Professional Services) |

|                 |                                                                                                                                                                     |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| \$20,618        | FY 2021: Professional Services (Contingency)<br>Budget Code: 680-35-362-376-0000-000-472-612990-<br>(IT Cost Allocation, Project Management, Professional Services) |
| <hr/>           |                                                                                                                                                                     |
| <b>\$65,618</b> | <b>Total FY 2021: Professional Services</b>                                                                                                                         |
|                 |                                                                                                                                                                     |
| \$78,468        | FY 2022: Software Maintenance<br>Budget Code: 680-35-362-376-0000-000-472-613130-<br>(IT Cost Allocation, Project Management, Software Maintenance)                 |
| <hr/>           |                                                                                                                                                                     |
| <b>\$78,468</b> | <b>Total FY 2022: Software Maintenance</b>                                                                                                                          |
|                 |                                                                                                                                                                     |
| \$67,686        | FY 2023: Software Maintenance<br>Budget Code: 680-35-362-376-0000-000-472-613130-<br>(IT Cost Allocation, Project Management, Software Maintenance)                 |
| <hr/>           |                                                                                                                                                                     |
| <b>\$67,686</b> | <b>Total FY 2023: Software Maintenance</b>                                                                                                                          |

CURRENT SITUATION AND ITS EFFECTS

The City uses Software AG’s webMethods software as its enterprise middleware platform to bridge different City software applications and to automate workflows. This allows for more efficient use of City staff time and facilitates more timely and accurate communications to the public. Examples of key applications that use webMethods include FUNDS\$, Lagan, Accela, and the Rent Stabilization Board’s Rent Tracking System (RTS).

As the City deploys new hosted software applications to replace different modules within FUNDS\$, the webMethods platform plays a critical, expanded role. These new replacement applications, such as Work Orders for Public Works and Parks, Recreation and Waterfront along with the Zero Waste Billing software, will use webMethods for real time automation with existing, on premise enterprise systems such as Lagan and ERMA. This expanded automation will enhance the City’s ability to respond to the public and increase workflow efficiencies.

The current system is out of support and the City seeks additional licensing, support, and professional services to upgrade the webMethods platform to the latest version of software as well as to assist with integration work required for the successful implementation of the new replacement programs for FUNDS\$.

This software helps the City to attain its Strategic Plan goal to be a customer-focused organization that provides excellent, timely, easily accessible service and information to the community.

BACKGROUND

In 2007, the Department of Information Technology began investigating alternatives to duplicate data entry and customized “point-to-point” programming for software integration. After extensive research (including consultation with the Gartner Group, an independent technology advisory firm), staff recommended acquisition of middleware to provide a central hub for streamlining connectivity between disparate software systems.



Software AG was selected as the recommended vendor after a formal Request for Proposals (RFP) process. In December 2007, City Council authorized \$140,000 for the acquisition Software AG's webMethods.

In February 2011, City Council authorized an additional \$70,000 which included additional licensing for expanded use and an additional two years of maintenance. In December 2012, City Council authorized an additional \$51,055 which included continued licensing and two additional years of maintenance.

In July 2014, the Rent Stabilization Board went live with Rent Tracking System (RTS) that was built on the webMethods software platform. In March 2015, City Council authorized \$250,000 to install, configure, and support the City's first comprehensive system upgrade since 2007, as well as maintenance through June 2017.

In March 2016, City Council authorized \$45,000 to design, develop, configure, and test an online payment portal integration to allow for online payments of the Rent Stabilization Board's Annual Registration Fees. In November 2016, City Council authorized \$108,623 in spending to update the Accounts Receivable portion of RTS that improved the stability of the software and reduced the number of support calls to IT.

#### ENVIRONMENTAL SUSTAINABILITY

Software AG automates workflows across City departments and builds technical bridges between the City software systems, which indirectly contributes to an improvement in sustainable practices. For example, the integration between FUND\$ and the Zoning and Permitting system, built using Software AG, allows customers to apply for Zoning Certificates online, reducing the use of paper and greenhouse gas emissions for travel to the Permit Service Center.

#### RATIONALE FOR RECOMMENDATION

Software AG's webMethod's platform has proven to be a valuable application that supports a wide array of City-wide business processes, including workflow automation and bridge-building between hosted and on-premise software. As FUND\$ replacement proceeds and more applications are deployed, the ability to automate more business process will become more crucial.

#### ALTERNATIVE ACTIONS CONSIDERED

Staff considered completing the comprehensive system upgrade without vendor services. However, the risk of allowing the webMethods platform to falter due to the lack staff experience with such an overhaul is too high, especially given plans to continue implementing upgraded software systems throughout the City.

#### CONTACT PERSON

Savita Chaudhary, Director, Information Technology, 510.981.6541

Attachments:

1: Resolution

RESOLUTION NO. ##,###-N.S.

Contract: Software AG, Inc. for Software, maintenance and professional services for Data Integration Middleware Platform webMethods

WHEREAS, in 2007 the City conducted thorough evaluation of eligible vendors and products through a formal Request for Proposal (RFP) with Specification No. 07-10202-C and selected Software AG's webMethods as a "middleware" integration platform; and

WHEREAS, the City uses Software AG's webMethods software as its enterprise middleware platform to bridge disparate City software applications and automate workflows with key City applications such as FUND\$, Lagan, and Accela; and

WHEREAS, in 2014 the City built the Rent Tracking System on the webMethods platform; and

WHEREAS, in 2016 the City went live with an online payment portal for the Rent Tracking System and updated RTS to improve software stability and reduce support calls; and

WHEREAS, the City requires webMethods to successfully implement new applications that will replace the legacy FUND\$ system; and

WHEREAS, funding is allocated for Fiscal Year (FY) 2020-2023 in the Department of Information Technology Cost Allocation budget and the funding in the future years is subject to Council approval of the proposed citywide budget and Annual Appropriation Ordinances.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to enter into a new contract with Software AG, Inc. for Software, maintenance and professional services for Data Integration Middleware Platform webMethods for a total not to exceed \$436,000 from June 1, 2020 to June 30, 2023.



Office of the City Manager

CONSENT CALENDAR  
May 26, 2020

To: Honorable Mayor and Members of the City Council  
From: Dee Williams-Ridley, City Manager  
Submitted by: Savita Chaudhary, Director, Information Technology  
Subject: Contract No. 10414B Amendment: Geographic Technologies Group (GTG) for Geographic Information System (GIS) Master Plan

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to amend Contract No. 10414B with Geographic Technologies Group (GTG) for Geographic Information System (GIS) Master Plan, for a total not to exceed \$95,451 and for a total contract value of \$399,411 from September 14, 2016 to June 30, 2022.

FISCAL IMPACTS OF RECOMMENDATION

One-time funding for this project in the amount of, \$95,451 is available in the Department of Information Technology’s FY20 Cost Allocation budget. Funding for this contract amendment for ongoing, maintenance and support in future fiscal years is subject to Council’s approval of the proposed citywide budget and annual appropriation ordinances.

|                 |                                                                                                    |
|-----------------|----------------------------------------------------------------------------------------------------|
| \$95,451        | FY 2020: 680-35-363-000-6002-000-412-612990<br>(IT Cost Allocation, GIS, IT Professional Services) |
| <b>\$95,451</b> | <b>Total FY 2020 Professional Services</b>                                                         |

CURRENT SITUATION AND ITS EFFECTS

The GIS Master Plan development and planning process is a citywide effort involving key staff representing multiple departments. Geographic Technologies Group (GTG) has provided reliable consulting services and has proven to be a strong partner in this development and planning process. This project is an extension of the existing project to add the Parks Irrigation Inventory using the GIS Services. GTG will create and implement a City of Berkeley GIS Irrigation database design. This task includes database design and database design revisions to finalize the design.

GTG will georeference the digital drawings provided by the City that are required to digitize the irrigation assets for the provided City irrigation locations which includes 52 parks and 9 miles of median. GTG will review, evaluate and digitize the irrigation

infrastructure available on these 110 digital drawings provided to GTG (Per direction from City of Berkeley Parks, recreation, and Waterfront staff, Grove Park and the Rose Garden will not be included in this project). Where available on the digital drawings the GIS irrigation data will include the following feature types:

- Water Meters
- Backflow Devices
- Irrigation Controllers
- Valve Boxes
- Sprinkler Heads
- Water Lines

GTG will visit all 26 parks and the 9 miles of median that are not covered by the existing As-Built drawings and inventory all irrigation features. GTG will provide three (3) weeks of onsite GPS field verification to confirm and improve the accuracy of the as many irrigation features digitized from drawings as possible. The final product of this data will be used for integration with the new Work Order System (NEXGEN).

This software is a Strategic Plan Priority Project, advancing our goal to provide state-of-the-art, well-maintained infrastructure.

#### BACKGROUND

In May 2016, the City issued a Request for Proposals (RFP) for a Geographical Information Systems (GIS) Master Plan under Specification No.16-11041-C. Of the nine responses, Geographic Technology Group (GTG) best met the City's operational, technology, and fiscal requirements.

The GIS Master Plan development and planning process was a citywide effort involving key staff representing many departments. GTG conducted surveys, interviews and onsite workshops with city staff to do an assessment and analysis of the City's current Enterprise GIS. GTG evaluated the readiness of existing system infrastructure (hardware, software, and network) to support enterprise GIS and maintain service during disasters, assessed parcels and address data sets to meet GIS business needs and Enterprise authoritative source requirements, and developed a governance plan that outlines the administration, maintenance, and support for the enterprise GIS.

In June 2017, Council approved a GTG recommendation that added seven additional GIS projects to compliment the strategy developed in 2016. All projects completed as of June 30, 2019.

1. **Conduct a Comprehensive GIS Data Assessment:** GTG conducted an assessment and analysis of the City's current Enterprise GIS system. GTG evaluated the readiness of existing system infrastructure (hardware, software, and network) to support enterprise GIS and maintain service during disasters, assessed parcels and address data sets to meet GIS business needs and Enterprise authoritative source requirements, and developed a governance plan

that outlines the administration, maintenance, and support for the enterprise GIS. The assessment allows the City to have a comprehensive snapshot of the quality and completeness of all GIS data and establish a benchmark of data accuracy. It also allows the City to plan and prioritize improvements to its extensive data repository.

2. **Plan, Design, and Deploy a Public Portal Solution:** The GIS Community Portal, <https://www.cityofberkeley.info/gisportal/>, launched to the public in January 2019. The existing GIS web page had a legacy product known as “Parcel Popper” which allowed citizens to enter an address and receive information for a given property including regulations. The new portal features a custom widget that mimics the functionality of Parcel Popper but also includes additional features. The GIS Community Portal allows community members, businesses, city officials, and developers the ability to better understand what zoning and land use policies apply to properties of interest to them.
3. **Assessment of Current GIS Policies and Procedures:** Standard operating procedures (SOP) and policies detail the ways in which GIS technologies utilized within the City in order to meet user needs. SOPs prevent redundancy in data compilation, promote standardization and scalability of the enterprise GIS, and decreases organizational liability.
4. **Develop a Mobile GIS Plan:** The mobility of GIS and the use of mobile technology to view, edit and analyze geospatial data, as well as make critical decisions in the field is a critical factor in building a true citywide, enterprise-wide, scalable, and enduring GIS. Multiple City departments indicated the business need to use GIS in the field as a data query tool. The mobile plan identified the mobile device needs for the upcoming projects for work order, fleet and facilities management.
5. **Develop Key Performance Indicators (KPIs) for GIS:** In May 2018, City of Berkeley developed a Key Performance Indicators (KPIs) or measures for GIS. Measuring and monitoring the progress and success of the tasks associated with an enterprise GIS system is best practice. Developing organizational KPI’s based on each GIS task outlined in the 2017 GIS Master Plan allows the City of Berkeley to accurately measure GIS performance, quantify the City’s accomplishments, and articulate the benefits GIS provides to the community.
6. **Establish City of Berkeley GIS Newsletter:** The inaugural issue of the GIS Newsletter, The Pin Drop, debuted earlier this year and next issue is due later this summer. Topics will include the launch of the GIS Community Portal and the Esri Disaster Preparedness Workshop. The GIS newsletter markets the program’s successes and services and, in general, increases communications around GIS among the City departments. It provides transparency and accountability by keeping stakeholders and community members in the loop through easily accessible media.

- 7. Develop GIS Training Curriculum:** A formal ongoing GIS training plan is an approved outline of steps, schedules, and costs for continuing to train the City's employees. The GIS SharePoint portal offers the links to free resources for GIS training available to employees. It is important to have an ongoing training plan, considering that GIS is a rapidly evolving technology, and organizational needs are ever changing.

In September 2019, Council approved the staff recommendation based on which GTG started working on a project called GreenCity GIS for Park Inventory. This project includes a comprehensive inventory of the City of Berkeley's parks system. This project will document the field inventory of all infrastructure, buildings, such as bathrooms, benches and newly planted trees in the city parks system. The City's existing tree inventory will need updates as a part of this project. This contract amendment is an extension of the existing project to add the Parks Irrigation Management Inventory.

#### ENVIRONMENTAL SUSTAINABILITY

Geographic Technologies Group will conduct some of their work remotely, and when they do come on-site for face-to-face meetings, they will cluster those visits over multiple days to minimize both travel costs and greenhouse gas emissions related to travel

#### RATIONALE FOR RECOMMENDATION

Geographic Technologies Group is well versed in the requirements for public sector GIS. GTG has created and implemented over 200 comprehensive GIS Master Plans for local government. Clients include the California cities of Concord, Pasadena, West Sacramento, West Hollywood and Roseville. GTG has developed the GIS Community Portal for our city and the staff is recommending continuing using their services for the expansion of the functionality of the existing portal.

GIS technologies are powerful tools for improving the quality, accuracy, efficiency, and responsiveness of government services provided by the City of Berkeley. An Enterprise GIS guides a citywide approach to GIS, focused on:

- Using mutually accepted standards, policies, and business practices;
- Encouraging collaborative GIS efforts among City, government, and related organizations;
- Integrating GIS technologies into City business operations;
- Supporting emergency and disaster planning, response, and recovery; and
- Maximizing the cost-effectiveness of GIS investments.

The GIS Steering Committee established the Enterprise GIS Program in 2008 provides central shared resources to support these goals. The program currently includes the following GIS services: Data Services, Online Mapping Services, Applications, Software License Management, and Training and Support

ALTERNATIVE ACTIONS CONSIDERED

Staff considered planning and executing these projects without GTG, however the staff considered it would be beneficial to get an outside perspective that could bring with them industry best practices and experience working with other local municipalities to help setup a framework that the City can use for the next three years and beyond.

CONTACT PERSON

Savita Chaudhary, Director, Information Technology, 510-981-6541

Attachments:

1: Resolution

RESOLUTION NO. ##,###-N.S.

CONTRACT NO. 10414A AMENDMENT: GEOGRAPHIC TECHNOLOGIES GROUP  
FOR GEOGRAPHICAL INFORMATION SYSTEM (GIS) MASTER PLAN

WHEREAS, on May 12, 2016, the City issued a Request for Proposals (RFP) for a Geographical Information Systems (GIS) Master Plan (Specification No.16-11041-C) and received nine qualifying vendor responses; and

WHEREAS, the RFP review committee evaluated each proposal and determined that the Geographic Technologies Group proposal best met the City's operational, technological, and fiscal requirements; and

WHEREAS, on November 02, 2016, the original contract was signed to develop a GIS Master Plan; and

WHEREAS, on September 08, 2017, the original contract was amended to include additional tasks to conduct a comprehensive GIS data assessment, deploy a web-based public facing GIS portal, develop GIS policies and SOPs for the City, and establish a one-year GIS work plan; and

WHEREAS, on September 10, 2019, the contract was amended to add two additional projects to enhance the functionality of recently deployed GIS Community portal, and a comprehensive inventory of the City of Berkeley's parks system to prepare for upcoming work order system; and

WHEREAS, this project is expanding the scope and GTG will review, evaluate, and georeference the digital drawings provided by the City that are required to digitize the irrigation assets for the provided 26 City irrigation locations of the City of Berkeley's parks system to prepare for upcoming work order system; and

WHEREAS, funding for this project in the amount of, \$95,451 is available in the Department of Information Technology's FY20 Cost Allocation budget, and for this contract amendment for ongoing, maintenance and support in future fiscal years is subject to Council's approval of the proposed citywide budget and annual appropriation ordinances.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute an amendment to Contract No. 10414B with Geographic Technologies Group for Geographical Information Systems (GIS) Master Plan, for a total not to exceed \$95,451 and for a total contract value of \$399,411 from September 14, 2016 to June 30, 2022.





Office of the City Manager

CONSENT CALENDAR  
May 26, 2020

To: Honorable Mayor and Members of the City Council  
 From: Dee Williams-Ridley, City Manager  
 Submitted by: Scott Ferris, Director, Parks Recreation & Waterfront  
 Subject: Donation: Friends of Berkeley Tuolumne Camp for Berkeley Tuolumne Camp Shade Structure Design

RECOMMENDATION

Adopt a Resolution accepting a cash donation from the Friends of Berkeley Tuolumne Camp in the amount of \$74,266 for the Berkeley Tuolumne Camp Shade Structures Design.

FISCAL IMPACTS OF RECOMMENDATION

The cash donation of \$74,266 will be deposited into the Parks Fund donation revenue budget code 125-52-543-583-0000-000-481110-18CP01 and will be appropriated in FY 2021.

CURRENT SITUATION AND ITS EFFECTS

The Friends of Berkeley Tuolumne Camp (FOBTC) wish to make a donation of \$74,266 for the Berkeley Tuolumne Camp Shade Structure Design. The Berkeley Tuolumne Camp Project is being funded by insurance proceeds, Federal Emergency Management Agency grant funds and City catastrophic reserve funds. The City's Open Governance Ordinance (OGO) requires City Council disclosure and approval of any gift to the City in excess of \$1,000 (BMC Section 2.06.150, Ord. 7, 166-N.S.).

FOBTC wishes to support the Project by donating funds to be utilized specifically for design costs. These funds will be used for the design of a shade structure in Camp. The design costs are ineligible for insurance or Public Assistance Grant funding. All of the donated funds will be used to fund this design effort for the Project; funds will be not used for City staff time.

BACKGROUND

Berkeley Tuolumne Camp, established in 1922, was destroyed by the Rim Fire, a federally declared disaster, in August 2013. The property was covered by the City's insurance policy, and insurance proceeds will be the primary source of reconstruction funds. The City has also been awarded a Public Assistance Grant from the Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (CalOES) to

partially fund reconstruction. Construction of the Berkeley Tuolumne Camp Project is underway.

The FOBTC is dedicated to preserving and enhancing the camp experience for present and future generations through education, volunteer efforts, and financial support. Since the loss of Berkeley Tuolumne Camp in 2013, FOBTC has worked to support the reconstruction effort with donations, community partnerships, and with education and outreach to camp supporters. In addition, many former Tuolumne campers and FOBTC members have attended and generously supported the Echo Lake Family Camp program since the loss of Berkeley Tuolumne Camp.

The total cost estimate for the Berkeley Tuolumne Camp Rebuild Project is \$54M. This cost will be covered by insurance, FEMA and state grant funding, and City funds.

ENVIRONMENTAL SUSTAINABILITY

There are no identifiable environmental effects or opportunities associated with the subject of this report.

RATIONALE FOR RECOMMENDATION

This donation is specifically for design services that are ineligible for other cost recovery options.

ALTERNATIVE ACTIONS CONSIDERED

No alternative actions were considered.

CONTACT PERSON

Scott Ferris, Director, PRW, 981-6700  
Liza McNulty, Project Manager, PRW, 981-6437

Attachments:

1: Resolution

RESOLUTION NO. ##,###-N.S.

DONATION: FRIENDS OF BERKELEY TUOLUMNE CAMP FOR BERKELEY  
TUOLUMNE CAMP SHADE STRUCTURE DESIGN

WHEREAS, the Friends of Berkeley Tuolumne Camp (FOBTC) is dedicated to preserving and enhancing the Camp experience for present and future generations through education, volunteer efforts, and financial support; and

WHEREAS, the Friends of Berkeley Tuolumne Camp have offered a donation to the City of \$74,266 for the design of shade structures at Berkeley Tuolumne Camp; and

WHEREAS, the City's Open Governance Ordinance (OGO) requires City Council approval of any gift to the City in excess of \$1,000 (BMC Section 2.06.150, Ord. 7,166-N.S.); and

WHEREAS, the cash donation will be deposited into Camps Fund donation revenue budget code (125-52-543-583-0000-000-481110-18CP01) and will be used only for shade structure design fees that are ineligible for insurance or Public Assistance Grant funding;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that a cash donation in the amount of \$74,266 from the Friends of Berkeley Tuolumne Camp is hereby accepted.





Office of the City Manager

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CONSENT CALENDAR

May 26, 2020

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Scott Ferris, Director, Parks Recreation and Waterfront

Subject: Lease for 235 University Avenue – YOONACO, Inc. dba Hana Japan

RECOMMENDATION

Adopt first reading of an Ordinance authorizing the City Manager to execute a lease agreement and necessary amendments with YOONACO, Inc., doing business as Hana Japan Steak and Seafood, at 235 University Avenue at the Berkeley Marina for a term of five years, with a five year tenant-option.

FISCAL IMPACTS OF RECOMMENDATION

Total rent for the subject building will remain at its current rate of \$2,832.50/month for July and August, 2020, to accommodate the tenant's reduced income due to Covid-19, and their uncertainty over the summer's projected revenues. Beginning on September 1, 2020, the rent will increase from \$2,832.50/month to \$5,175/month. The lease will include two additional jumps in rent at the third lease year, and again at the option period, along with a 3% annual escalation. In total, this is projected to bring in an additional \$600,000 to the Marina Fund over the next 10 years. The tenant will also invest \$650,000 in the City-owned building. The fixed-rent structure of the lease will provide stable monthly income to the Marina, making rent revenue less susceptible to economic volatility. Revenue from this lease will be deposited into the Marina Fund, budget code 608-52-544-592-0000-000-000-461120.

CURRENT SITUATION AND ITS EFFECTS

The Hana Japan restaurant has been operating at the City-owned property at 235 University Avenue for the past 14 years. Their lease expired in 2018 and has been in month-to-month holdover status since then. The City and Yoonaco, Inc. dba Hana Japan have negotiated new lease terms that increase the rent, increase investment in the building, and activate the currently vacant first floor space.

The lease term will be 5 years, with one 5-year option. Rent will increase each year, with three jumps, first on September 1, 2020, again at the third lease year, and again at the option period. The first two months of the lease, the tenant will continue to pay their current lease rate of \$2,832.50/month. On September 1, 2020, rent will increase to \$5,175/month. The tenant agrees to make an estimated \$650,000 in improvements to the building, including code-required upgrades to activate the vacant first floor space.

The first floor improvements will be made within two years, after which the rent will increase to \$7,416/month. After 5 years, when the option period is exercised, rent will increase again to \$9,160/month. The City will continue to have responsibility for maintaining the exterior of the building, while the tenant will maintain the interior and building systems.

### BACKGROUND

The building at 235 University Avenue was constructed in 1979 under the terms of a 50-year ground lease with the City and the original developer. It was operated for many years as a restaurant/night club known as “Dock of the Bay”. In 1991, the restaurant/night club defaulted on its lease, and vacated the property. The building was left in serious disrepair.

In 1996, the City purchased building. Between 1996 and 2004, the building sat vacant despite the City’s efforts to lease it. It remained in poor condition. In 2004, the City entered into a 31-year lease with Bay Point Development for the building. The company brought in Mr. Daniel Yoon of Hana Japan to operate a restaurant at the premises, and manage the necessary building improvements that would take place. Bay Point Development retired their LLC, and in January 2016, the City entered into a new lease with Hana Japan operator, Mr. Yoon, directly. This lease with Hana Japan is the “current” lease. It expired in 2018, and is currently in month-to-month holdover status. In April, 2019, Mr. Yoon transferred ownership of Hana Japan to YOONACO, Inc., operated by his son, Mr. Jong Yoon.

On April 21, 2020, the City Council discussed the proposed terms of this lease in Closed Session.

On May 1, the tenant requested that the City maintain current monthly lease rate through July and August in the new lease in order to accommodate the tenant’s recovery from the impacts of Covid-19. This was not previously discussed with Council.

### ENVIRONMENTAL SUSTAINABILITY

Lease revenue generated at the Waterfront is required to be reinvested into the public trust lands overseen by the City, and supports the City’s environmental/ecological educational programming at the Shorebird Park Nature Center, habitat maintenance at Cesar Chavez Park, and capital projects.

### RATIONALE FOR RECOMMENDATION

If adopted, this Lease Agreement will bring in an additional \$600,000 to the Marina Fund over the next 10 years. The tenant will also invest \$650,000 in the building, and activate the currently vacant first floor space. This will provide needed revenue to the Marina Fund and improve waterfront amenities for the public.

ALTERNATIVE ACTIONS CONSIDERED

The City considered separate leases for the first and second floors of the building, however, the building systems are intricately connected and not conducive to separate tenants.

CONTACT PERSON

Scott Ferris, Director, Parks, Recreation and Waterfront, 981-6711

Christina Erickson, Deputy Director, Parks, Recreation and Waterfront, 981-6703

Alexandra Endress, Waterfront Manager, Parks, Recreation and Waterfront, 981-6737

Attachments:

1: Ordinance

Exhibit A: Lease Agreement

ORDINANCE NO. -N.S.

LEASE AGREEMENT WITH YOONACO, INC. THE OPERATOR OF HANA JAPAN,  
FOR THE PROPERTY AT 235 UNIVERSITY AVENUE

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1.

The City Manager or designee is hereby authorized to execute a five-year lease agreement with a five-year option, including and any amendments necessary, with YOONACO, Inc., DBA Hana Japan, for the property at 235 University Avenue in Berkeley, CA. Such lease shall be on substantially the same terms as set forth in Exhibit A.

Section 2.

The rent will remain at the current rate of \$2,832.50/month for July and August of 2020. It will increase to \$5,175/month in September of 2020, increase to \$7,416/month in year 3, and increase to \$9,160/month at the option period. In all other years, rent will increase 3% annually. YOONACO, Inc. will make improvements to the building, including code-related upgrades to activate the currently vacant first floor. Revenue from this lease will be deposited into the Marina Fund, budget code 608-52-544-592-0000-000-000-461120.

Section 3.

Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of Council Chambers, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

Exhibits

A: Lease Agreement



**CITY OF BERKELEY**  
**IMPROVED PROPERTY LEASE**

Between

THE CITY OF BERKELEY, A CHARTER CITY  
ORGANIZED AND EXISTING UNDER THE LAWS  
OF THE STATE OF CALIFORNIA

as Landlord,

and

YOONACO, INC.,  
a California Corporation

as Tenant.

For the Property at

235 University Avenue  
Berkeley, CA

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Exhibit B ..... Maintenance Standards

**PROPERTY LEASE**  
**BASIC LEASE INFORMATION**

1. **Landlord:** City of Berkeley, a California municipal corporation  
 2180 Milvia Street  
 Berkeley, CA 94704  
 Attention: Director, Parks, Recreation & Waterfront  
 Telephone: (510) 981-6700  
 Facsimile: (510) 981-6710
  
2. **Tenant:** YOONACO, Inc.  
 235 University Avenue, Berkeley, CA, 94710  
 7172 Regional St. #129, Dublin, CA 94568 (Alternate)  
 Telephone: (510) 848-8515  
 Facsimile: N/A  
 Email: info@hanajapan.com
  
3. **Tenant Trade Name:** Tenant shall operate under the trade name **Hana Japan Steak and Seafood.**
  
4. **Effective Date:** **July 1, 2020**
  
5. **Property:** Approximately 3,400 square feet of the first floor of the building, approximately 5,760 square feet of the second floor of the building (the "**Building**"), the stairs and decks appurtenant to the building, and the ground floor patio space north and west of the building (the "**Property**"), commonly known and referred to as 235 University Avenue, Berkeley, CA 94710, and described in Exhibit A.
  
6. **Permitted Uses:** Tenant shall operate a restaurant with ancillary public trust uses permitted subject to Landlord approval.
  
7. **Initial Term:** Five (5) Year(s), commencing as of July 1, 2020 ("**Commencement Date**").
  
8. **Rent:**

| Lease Period Beginning:       | Monthly Rent Due | Calendar Year Rent Due |
|-------------------------------|------------------|------------------------|
| July 1, 2020 (2 months)       | \$2,832.50       | \$57,415               |
| September 1, 2020 (10 months) | \$5,175          |                        |
| July 1, 2021                  | \$5,330          | \$63,963               |
| July 1, 2022                  | \$7,416          | \$88,992               |
| July 1, 2023                  | \$7,638          | \$91,662               |
| July 1, 2024                  | \$7,868          | \$94,412               |
| Option Year Beginning:        | Monthly Rent Due | Yearly Rent Due        |
| July 1, 2025                  | \$9,160          | \$109,920              |
| July 1, 2026                  | \$9,435          | \$113,218              |

|              |          |           |
|--------------|----------|-----------|
| July 1, 2027 | \$9,718  | \$116,614 |
| July 1, 2028 | \$10,009 | \$120,113 |
| July 1, 2029 | \$10,310 | \$123,716 |

9. Security Deposit: \$10,000

10. Guarantor: Not required with this Lease.

The Basic Lease Information set forth above and the Exhibits attached hereto are incorporated into and made a part of the following Lease. In the event of any conflict between the Basic Lease Information and terms of the Lease, the terms of the Lease shall control.

LANDLORD'S INITIALS \_\_\_\_\_

TENANT'S INITIALS \_\_\_\_\_

## LEASE

THIS LEASE is made by and between the CITY OF BERKELEY, a Charter City organized and existing under the laws of the State of California ("Landlord or City") and HANA JAPAN, a California corporation, doing business at 235 University Avenue in Berkeley, CA ("Tenant").

### WITNESSETH:

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Property for the term and subject to the terms, covenants, agreements and conditions set forth below, to each and all of which Landlord and Tenant hereby mutually agree.

#### 1. DEFINITIONS

Unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified:

A. "Affiliate," as to any person, shall mean such person's partners, members, commissioners, officers, employees, volunteers and agents.

B. "Building" shall mean the second floor of the western portion of the building commonly known and referred to as 235 University, as more fully described on Exhibit A, attached hereto.

C. "Lease Year" shall mean each consecutive twelve-calendar-month period during the term of the Lease commencing upon the effective date of the Lease.

D. "Property" shall mean the property described on Exhibit A, including all building(s) and other improvements on, or appurtenances to, such property.

#### 2. TERM

A. The Initial Term shall commence on the July 1, 2020 ("Lease Commencement Date") and expire on June 30, 2025 ("Lease Expiration Date").

B. Tenant is granted the option ("Extension Option") to extend the initial term of this lease for an additional term of five (5) years ("Extension Term") provided all of the Extension Conditions are met.

C. "Extension Conditions" shall mean, as a condition to Tenant exercising each Extension Option: (a) Tenant gives Landlord written notice no less than eight (8) months prior to the commencement of the Extension Term, as applicable, that Tenant is exercising the Extension Option; (b) at the date the applicable Extension Option is exercised, and at the commencement of the Extension Term, as applicable, no Event of Default has occurred and is continuing; and (c) Tenant has not been more than ten (10) days late in the payment of any or all rent more than a total of three (3) times for all periods prior to the commencement of the Extension Term.

D. If Landlord, in its sole discretion, determines that Tenant has complied with all Extension Conditions, at least sixty (60) days prior to the Lease Expiration Date, Landlord shall provide written notice to Tenant of any additional improvements that will be required to be completed by Tenant or increase in rent during the five-year Extension Term and shall provide notice of its determination to grant renewal of the lease upon condition that Tenant agrees, at least thirty (30) days prior to the expiration of the Initial Term.

E. If, after Landlord's initial determination that Tenant has complied with the Extension Conditions but prior to the Lease Expiration Date, Landlord determines, at its sole discretion, that Tenant has failed to comply with any of the Extension Conditions, Landlord may revoke the granting of the Extension Term and seek applicable remedies under the Lease, including, but not limited to Paragraph 18.

F. At the Lease Expiration Date, or expiration of the Extension Term, or any sooner termination of this lease due to default, Tenant agrees to quit and surrender possession of the Property and its appurtenances to Landlord in good order and condition. Tenant agrees to reimburse the Landlord for any damage done to the Property caused by Tenant's occupation or tenancy excepting reasonable wear and tear and damage by the elements. Tenant shall not leave or allow to remain on the property any garbage, refuse, debris, or personal property. Tenant will pay Landlord any removal costs incurred by Landlord. At the end of the tenancy, Tenant agrees to deliver the property keys to the Landlord in person or by mail to the Landlord's designated agent.

3. **RENT.**

A. Rent. Tenant shall pay to Landlord as rent for its use and occupancy of the Property a monthly rent beginning at **Two Thousand Eight Hundred and Thirty-Two DOLLARS and Fifty Cents (\$2,832.50)** per month, and escalating as summarized in the table below:

| Lease Period Beginning:       | Monthly Rent Due | Calendar Year Rent Due |
|-------------------------------|------------------|------------------------|
| July 1, 2020 (2 months)       | \$2,832.50       | \$57,415               |
| September 1, 2020 (10 months) | \$5,175          |                        |
| July 1, 2021                  | \$5,330          | \$63,963               |
| July 1, 2022                  | \$7,416          | \$88,992               |
| July 1, 2023                  | \$7,638          | \$91,662               |
| July 1, 2024                  | \$7,868          | \$94,412               |
| Option Year Beginning:        | Monthly Rent Due | Yearly Rent Due        |
| July 1, 2025                  | \$9,160          | \$109,920              |
| July 1, 2026                  | \$9,435          | \$113,218              |
| July 1, 2027                  | \$9,718          | \$116,614              |
| July 1, 2028                  | \$10,009         | \$120,113              |
| July 1, 2029                  | \$10,310         | \$123,716              |

B. Records. Tenant shall keep complete and accurate books and accounts of its daily gross sales in every part of its business operating at any time during the currency of this Lease in any part of the Leased Property. Lessor and its agents and employees shall have the right at



any time during regular business hours to examine and inspect all the books and accounts of Lessee related to gross sales, including sales tax reports, tax returns, or other reports to any governmental agency, for the purpose of verifying the gross sales of the business.

C. Manner of Payment. All rent and other payments due from Tenant shall be made to Landlord in lawful money of the United States of America at Landlord's address for notice hereunder, or to such other person or at such other place as Landlord may from time to time designate in writing. If the term shall commence on a day between the 1st of the month and the 14th of the month, the Lease Year shall be deemed to start on the 1st of the then current month. If the term shall commence on a day between the 15th and the end of the month, the Lease Year shall be deemed to start on the 1st day of the following month.

D. Tenant understands that this Lease does not guarantee that the City, in its regulatory capacity, will grant any particular request for a permit. Tenant understands that the City may grant or deny such permit in its sole discretion, and may impose such terms and conditions as it deems consistent with that discretion.

E. Delinquency and Late Charges; Interest.

1. Tenant hereby acknowledges that its late payment of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult or impracticable to ascertain. Such costs include, without limitation, processing and accounting charges and overtime wages. Accordingly, any payment of rent or other sum due hereunder that remains due and unpaid for a period of ten (10) days after it becomes due and payable shall be subject to a delinquency charge of ten percent (10%) of the delinquent amount. The parties agree that such charge represents a fair and reasonable estimate of the costs Landlord shall incur by reason of Tenant's late payment. Landlord shall apply any monies received from Tenant first to any accrued delinquency charges and then to any rent then due. Acceptance of such delinquency charges by Landlord shall not constitute a waiver of Tenant's default with respect to such overdue amount. The delinquency charge is in addition to all other remedies that Landlord may have under this Lease or at law.

2. Any amount due to Landlord, if not paid when due, shall bear interest from the date due until paid at the rate of the twelve percent (12%) per annum. Interest shall not be payable on delinquency or late charges nor on any amounts upon which such charges are paid by Tenant, to the extent such interest would cause the total interest to exceed that legally permitted. Payment of interest shall not excuse or cure any default hereunder by Tenant.

F. Accord and Satisfaction. Landlord's acceptance of a lesser amount of rent or other sum due hereunder shall not be deemed to be other than on account of the earliest rent or payment due and shall be applied by Landlord as provided in subparagraph E. (1). No endorsement or statement on any check or letter accompanying any such check or payment shall be deemed an accord and satisfaction, and Landlord may accept such check or payment and pursue any other remedy available under this Lease or at law. Landlord may accept any partial payment from Tenant without invalidation of any contractual notice required hereunder (if required) and without invalidation of any notice required pursuant to California Code of Civil Procedure Section 1161, et seq., or any successor statute.

**4. PROPERTY AND OTHER TAXES**

A. Possessory Interest Taxes. The property interests created by this Lease may be subject to property taxation and Tenant, in whom the possessory interest is vested, will be responsible for the timely payment of any property taxes levied on such possessory interest. Tenant agrees to pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the state, county, city or any tax or assessment levying body against the transfer of the leasehold interest hereunder upon recordation or otherwise, or upon any activity carried on under this Lease, any interest in this Lease or any possessory right which Tenant may have in or to the Property or the Property by reason of its use or occupancy thereof or otherwise.

B. City of Berkeley Assessments. Tenant also shall be responsible for and shall pay prior to delinquency all assessments imposed against the Property and/or the Property by Landlord. Tenant acknowledges that Landlord has established certain assessment districts within the City of Berkeley and that all properties within the assessment districts are subject to annual assessments. Landlord reserves the right to create additional districts and to terminate any such district(s). Landlord shall provide Tenant with written notice of each such assessment not later than sixty (60) days before such assessment is due and payable.

C. Personal Property and Other Taxes. In addition to all other sums to be paid by Tenant hereunder, Tenant shall pay, before delinquency, any and all taxes levied or assessed during the term of the Lease on Tenant's equipment, furniture, fixtures, merchandise, and other personal property located in the Property, and shall pay, or shall reimburse Landlord for, any and all assessments (including, without limitation, all assessments for public improvements, services or benefits, irrespective of when commenced or completed), excises, levies, business taxes, Lease, permit, inspection and other authorization fees, transit fees, service payments in lieu of taxes and any other fees or charges of any kind, which are levied, assessed, or imposed by any public authority: (i) upon or measured by rental payable hereunder, including without limitation, any gross income tax or excise tax levied by the City of Berkeley, Alameda County, the State of California, the Federal Government or any other government body with respect to the receipt of such rental; (ii) upon or with respect to the development, possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Property or any portion thereof; (iii) upon, measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures, merchandise, and other personal property located at or in the Property or by the cost or value of any improvements made by Tenant to the Property, regardless of whether title to such improvements shall be in Tenant or Landlord; or (iv) upon this Lease or any document to which Tenant is a party creating or transferring an interest in the Property.

D. Tenant's Right to Contest. Tenant may, at no cost to Landlord, reasonably contest the legal validity or amount of any taxes, assessments, or charges for which Tenant is responsible under this Lease, and institute such proceedings as Tenant considers necessary; provided, however, that Tenant shall at all times protect Landlord from foreclosure of any lien, and that Landlord shall not be required to join in any proceeding or contest brought by Tenant.

**5. USE OF PROPERTY**

A. Landlord and Tenant specifically agree that a material consideration of this Lease is Tenant's agreement to continually operate, maintain and improve the Property as first-class commercial space, to be used in accord with the Public Trust Doctrine, and attract and serve visitors to the Berkeley Marina.

B. Tenant is authorized to use the Property for the purpose of operating two separate and bona fide commercial businesses, one on the first floor, and a restaurant on the second floor. Tenant may conduct ancillary uses only after requesting such uses in writing and receiving authorization by the Landlord prior to commencement.

C. The second floor restaurant space shall continue to operate primarily as a Teppanyaki style of Japanese restaurant, using flat grills to cook food in front of guests. Changes in this use shall be approved by the landlord in writing and such approval shall not be unreasonably withheld.

D. The second floor restaurant shall serve food for a minimum of four (4) hours a day during the dinner hours, six (6) days a week. The restaurant may expand service to include breakfast and lunch.

E. The first floor space is not operational at the time of lease execution. Tenant accepts responsibility for making improvements, detailed in Paragraph 10, to facilitate a contemporary, clean, updated, functional, first class business. Ancillary Public Trust uses will be considered. The space shall be in operation by September 1, 2021.

F. The first floor commercial space may be subleased to a separate entity pursuant to Section 15. Regardless of the operator, Tenant or an authorized Sublessee, the business shall be open a minimum of four (4) hours a day, six (6) days per week. It shall include an outdoor component that is open at least 50% of the time that the business is open.

G. Tenant shall operate its business in the Property in a manner consistent with the use permitted herein and the standards promulgated by Landlord.

H. Tenant shall not do or permit to be done in, on, or about the Property anything which is prohibited by or may conflict with any law, statute, ordinance or governmental rule or regulation now in force or hereafter enacted or promulgated, which is prohibited by the standard forms of special form or commercial general liability insurance or which may cause a cancellation of any insurance policy covering the Berkeley Waterfront or the Property or any of its contents, or (except with the prior written consent of Landlord) which may increase the existing rate of or affect any special form or commercial general liability insurance or other insurance upon the Berkeley Waterfront or the Property, or any of its contents. In the event Tenant does or permits to be done anything or keeps or permits to be kept anything on or about the Property or the Berkeley Waterfront which increases the existing rate of such insurance upon Berkeley Waterfront or the Property or any of its contents, Tenant shall pay the amount of any such increase promptly upon Landlord's demand. Tenant shall not do or permit anything to be done which will in any way obstruct or interfere with the rights of other lawful users of Berkeley Waterfront, including, without limitation, tenants, their employees or invitees, disturb or annoy them, or use or allow the Property to be used for any improper, unlawful or objectionable purpose. Tenant shall not maintain or permit any nuisance in or about the Property or commit or suffer to be committed any waste in or upon the Property.

I. No auction, fire, bankruptcy, distress, clearance, or going-out-of-business sale shall be conducted on the Property nor shall any sign or advertisement regarding such activity be posted in or about the Property.

J. Tenant shall not use or permit the Property to be used in any manner or permit anything to be brought into or kept therein which would (i) violate the certificate of occupancy for the Property; (ii) make it impossible or extraordinarily difficult to obtain special form coverage, commercial general liability or other insurance required to be furnished by Tenant under this Lease; (iii) cause structural injury to any part of the Property or the Building; (iv) impair or interfere with the proper operation and maintenance of the Property and/or Berkeley Waterfront; or (v) violate any of Tenant's other obligations under this Lease.

K. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business, Tenant shall procure and maintain such license or permit and submit the same for inspection by Landlord. Tenant at all times shall comply with the terms and conditions of each such license or permit.

L. Nothing shall be done in or about the Property by Tenant or anyone having a contractual relationship with Tenant that will result in substantial interference, by themselves or third parties, with normal operation and use of Berkeley Waterfront or the means of ingress and egress thereto ("Substantial Interference"). Tenant shall use every effort to eliminate Substantial Interference, including legal action. If Tenant fails to bring an immediate halt to any Substantial Interference, Landlord shall have the right (i) to designate action to Tenant, which Tenant will undertake to eliminate such Substantial Interference and (ii) to commence any legal action to eliminate such Substantial Interference. Any agreement entered into by Tenant with regard to use of the Property shall contain a provision reserving to Tenant all of the necessary rights and remedies to permit Tenant to comply with its obligations under this provision and authorizing Landlord to enforce the terms of such provision if Tenant fails to do so.

## **6. USE OF BERKELEY WATERFRONT PROPERTY; PUBLIC TRUST**

A. Tenant agrees that except as otherwise provided in this Lease, it is not a covenant or condition of this Lease or of any other agreement with Tenant that Landlord undertake or cause to be undertaken any development or redevelopment of the Property or the Berkeley Waterfront, and Landlord shall incur no liability whatsoever to Tenant for failure to undertake such development or redevelopment.

B. Landlord at all times shall have the right and privilege of making such changes in and to the Berkeley Waterfront (other than the Building) from time to time which in its sole opinion are deemed to be desirable or appropriate, including the location and relocation of stairways, sidewalks, pathways, driveways, streets, entrances, exits, automobile parking spaces, the direction and flow of traffic, designation of prohibited areas, landscaped areas, utilities and all other facilities; provided, however, that the foregoing is not intended to entitle Landlord to unreasonably effect changes that would materially and adversely affect access to or visibility of the Property, except temporarily during periods of construction. Landlord shall have the right to establish, promulgate, and enforce such reasonable rules and regulations concerning the Berkeley Waterfront, as it may deem necessary or advisable for the proper and efficient management, operation, maintenance and use thereof, and Tenant shall comply with the same.

C. Landlord at all times shall have the sole and exclusive management and control of the Berkeley Waterfront, including, without limitation, the right to lease, license or permit the use of space within the Berkeley Waterfront to persons for the sale of merchandise and/or services and the right to permit advertising displays, educational displays, displays of art, special events (including but not limited to the Fourth of July, Bay Festival, Winter on the Waterfront, and Events approved through the City's Special Event Permit Application Process), and promotional activities and entertainment. Tenant acknowledges that this may impact access to the Waterfront on several occasions each year.

D. Nothing contained herein shall be deemed to create any liability to Landlord for any personal injury, or any damage to motor vehicles, vessels, or other property of Tenant's members, employees or others, unless caused by the gross negligence or willful misconduct of Landlord, its agents, servants or employees. Tenant is solely responsible for the security of the Property, and for the safety of those using the Property pursuant to this Lease or any permits or licenses from the City. Tenant acknowledges that if Landlord provides security guards or police patrols for the Berkeley Waterfront or any portion thereof, Landlord does not represent, guarantee or assume responsibility that Tenant or any person or entity will be secure from losses caused by the illegal acts of third parties and does not assume responsibility for any such illegal acts. To induce Landlord to provide such security, if any, as Landlord in its sole discretion deems reasonable, appropriate and economically feasible, Tenant hereby waives any present or future claims Tenant may have against Landlord, whether known or unknown, for bodily injury or property damage arising from the performance of such security agents. Landlord shall not be obligated to provide any public liability or property damage insurance for the benefit of Tenant or any other person or entity, each such party being responsible for its own insurance.

E. Public Trust Tidelands Requirements. Tenant acknowledges that the Property is located on State tidelands held by the City of Berkeley in trust for the promotion of commerce, navigation, and fishery pursuant to Chapter 347 of the California Statutes of 1913, as amended ("the Grant"), subject to the conditions, restrictions, limitations, rights, powers, and duties reversionary rights and other rights created or reserved in the Grant. Tenant agrees that, notwithstanding anything in this Lease to the contrary, Tenant shall use the Building and the Property consistently with and in a manner that shall not result in a violation of the Grant or of provisions of the Berkeley City Charter, California law or the California Constitution.

F. Landlord reserves to itself and the right to grant to others in the future nonexclusive utility easements over, under, through, across or on the Property in locations that will not unreasonably interfere with Tenant's access to or use of the Property. Any interference shall be temporary, and all work on the Property shall proceed expeditiously. Tenant shall be given reasonable notice before commencement of any work on the Property. In the event the installation or maintenance of such future utility lines in such easements causes any damage to the Property, or any portion thereof, or to the Building, or other facilities located upon the Property, including but not limited to pavement, curbs and sidewalks, the same shall be repaired by Landlord at its expense, if not so repaired by the party installing and maintaining the line. Landlord shall hold harmless and indemnify Tenant from all claims arising out of the grant or use of such a utility easement, except to the extent they result from the negligence or willful misconduct of Tenant.

**7. SERVICES**

A. Tenant, at Tenant's sole cost and expense, shall be responsible and shall directly contract and pay for any and all utilities and services required or desired by Tenant in connection with its use or occupancy of the Property, including, but not limited to, water, sewer, gas, electricity, telephone, computer, internet, communications services, plumbing and drain clean out services, and alarm.

B. Landlord makes no representation or warranty that the supply of any utility or service to the Property and/or the Building will not be interrupted, delayed or reduced.

C. Landlord shall not be liable for damages to either person or property; nor shall Landlord be deemed to have evicted Tenant; nor shall there be any abatement of any rent; nor shall Tenant be relieved from performance of any covenant on its part to be performed hereunder by reason of any (i) breakdown of equipment or machinery utilized in supplying utilities or services; (ii) interruption of or failure to supply or delay in supplying any such utilities or services; (iii) the limitation or restriction on use of water, electricity, gas, or telecommunications service serving the Property or the Berkeley Waterfront; or (iv) failure to repair or cure any of the foregoing, except in the case of Landlord's gross negligence or willful misconduct.

**8. ALTERATIONS AND IMPROVEMENTS**

A. Tenant acknowledges that Landlord owns the Building(s). Tenant accepts the Building(s) from Landlord in its "as is" conditions, the conditions that exist as of the Effective Date of this Lease. Tenant acknowledges that Landlord makes no representation or warranty concerning (i) the physical condition of the Building(s); (ii) the Property's suitability for Tenant's proposed use; or (iii) the presence of any Hazardous Substance in or about the Property or the Building(s), except as otherwise expressly set forth in this Lease. Landlord has encouraged Tenant to make its own physical inspection of all aspects of the Property and the Building(s) and to conduct its own investigation as to the suitability of the Property and the Building(s) for Tenant's use.

B. If Tenant proposes to make or construct any alterations, improvements, additions or fixtures ("Alterations") that affect any portion of the Property or any structures located on the Property that are allowed under an existing use permit, Tenant shall first provide the Landlord with thirty (30) days prior written notice. If Landlord raises no objections within thirty (30) days after receipt of such notice, Tenant may proceed, provided Tenant obtains all required permits. Tenant shall not attach any fixture or item of equipment to the Building without Landlord's prior written consent. All such Alterations shall be made at Tenant's sole expense in accordance with Landlord's General Design Requirements (if any) and the plans and specifications (including specifications for materials to be used in connection therewith) and a statement of the estimated cost of such work submitted to and approved by Landlord (collectively the "Plans and Specifications"). If the cost thereof exceeds \$15,000 for any single instance, or if the proposed work involves the Building structure or utility systems, any contractor or person selected by Tenant to make the same shall first be approved by Landlord. Landlord, in its sole discretion, shall approve or disapprove Tenant's request and may disapprove Tenant's use of any materials or substances, including but not limited to asbestos and fiber glass, which Landlord, in its sole discretion, deems potentially hazardous, toxic or threatening to health. To the extent that

Tenant's work shall require a building permit or other permits from the City of Berkeley, Bay Conservation and Development Commission ("BCDC") and/or any other governmental agency, Tenant shall not perform any of Tenant's Work until Tenant has obtained all requisite permits. Tenant further shall comply with all prevailing wage requirements of California Labor Code Sections 1720 et seq.; to the extent, such requirements are applicable to Tenant's work.

C. Except as otherwise expressly provided in this Lease, Tenant shall not repair, replace, or modify any utility system located within the Building without the Landlord's prior written consent. Tenant is responsible for the repair of any damage to any utility system, structural element of the Building(s), facilities of Landlord or any other facilities arising out of Tenant's construction activities or Tenant's negligence or willful misconduct; provided, however, such provision is not intended to and shall not be interpreted to make any other person or entity a third party beneficiary thereof.

D. This Lease specifically prohibits Tenants, or any other party, from expanding uses or structures allowed on the Property beyond those designated in use permits approved by the City of Berkeley. Notwithstanding approval of any new Use Permit allowing expansion, or any future expansion of the uses in existing buildings, or additions to existing buildings or docks, or construction of any new buildings or docks, or moving existing buildings onto the Property, are all subject to the prior written approval of the Landlord and all improvements are subject to the environmental review and permit regulations and approvals of same by all applicable local, state, and federal agencies.

E. Tenant shall not substantially deface or change any floors, walls, ceilings, roofs, or partition any of the structures or improvements on the Property without first providing thirty (30) days written notice to Landlord. If Landlord raises no objections within thirty (30) days after receipt of such notice, Tenant may proceed, provided Tenant obtains all required permits. Except as may be specifically approved in writing by Landlord, Tenant shall require all contractors to provide a labor and materials bond for the full amount of any contract for improvements that exceed \$50,000. Tenant shall pay, when due, all sums of money that may be due or become due for any labor, services, materials, supplies or equipment furnished to or for Tenant, in, at, upon or about the Property and which may be secured by any mechanic's, material men's or other lien against the Property or Landlord's interest therein.

F. Unless otherwise elected by Landlord as hereinafter provided, all Alterations made by Tenant shall become the property of Landlord and shall be surrendered to Landlord on or before the Lease Expiration Date, except as otherwise set forth in this Lease. Notwithstanding the foregoing, movable equipment, trade fixtures, personal property, furniture, or any other items that can be removed without material harm to the Property will remain Tenant's property (collectively, "Tenant Owned Property") and shall not become the property of Landlord but shall be removed by Tenant, at its sole cost and expense, not later than the Lease Expiration Date. When granting consent for any Alterations that require Landlord's consent, Landlord shall indicate whether it will require the removal of those Alterations prior to the Lease Expiration Date. Prior to making any Alterations not requiring Landlord's consent, Tenant shall request that Landlord notify Tenant whether Landlord requires Tenant to remove that Alteration prior to the Lease Expiration Date. Tenant shall repair at its sole cost and expense all damage caused to the Property or the Building by the removal of any Alterations that Tenant is required to remove or Tenant Owned Property. Landlord may remove any Tenant Owned Property or Alterations that

Tenant is required but fails to remove at the Lease Expiration Date and Tenant shall pay to Landlord the reasonable cost of removal. Tenant's obligations under this Section 8F shall survive the expiration or earlier termination of this Lease. Notwithstanding the foregoing, Landlord can elect within thirty (30) days of the termination of the Lease to require Tenant, at its cost, to remove any equipment that Tenant has affixed to the Property.

G. Tenant shall assure that all workers are paid the prevailing rate of per diem wages, and travel and subsistence payments (defined in applicable collective bargaining agreements filed in accordance with Section 1773.8 of the California Labor Code), in effect on the date of Landlord's first approval of a building permit or other approval of the work. Copies of the applicable prevailing rate of per diem wages are on file at Landlord's principal office and will be made available to any interested party on request. Tenant agrees to post a copy of the prevailing rate of per diem wages at the Property. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Tenant. In the event Tenant fails to meet its obligations under this Section 8.G., Landlord's remedy shall be to enforce its indemnification rights under Section 12 below and/or seek specific performance.

H. Tenant acknowledges past issues with second-floor drainage, condensation, refrigeration, plumbing, and leaks, and accepts responsibility to swiftly alert Landlord to any new damage or potential damage knowingly caused by Tenant, and adhere to the methods prescribed herein to repair any damage caused by Tenant to the first floor space within and outside of the leased Property, including the separately-leased property at 225 University Avenue.

I. Landlord agrees to repair the sewer lateral extending north from the building. Pursuant to Paragraph 16, Landlord has the right to enter the Property to perform this repair, as well as other exterior building improvements such as paint or beam replacement. Landlord shall give tenant reasonable notice in writing of work to be performed.

## **9. LIENS**

Tenant shall keep the Property, the Building, and the Berkeley Waterfront free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. In the event that Tenant shall not cause any such liens to be released of record, Landlord shall have, in addition to all other remedies provided herein or by law, the right (but not the obligation) to cause the same to be released by such means as Landlord shall deem proper, including payment of the claim giving rise to such lien. All sums paid and all expenses incurred by Landlord in connection therewith shall be reimbursed by Tenant promptly on demand. Landlord shall have the right to post and keep posted on the Property any notices (including, without limitation, notices of non-responsibility pursuant to California Civil Code Section 3094) that Landlord may deem proper for protection of Landlord, and the Property. Tenant shall give Landlord at least ten (10) business days' prior notice of the date of commencement of any Tenant's work on or in the Property to allow Landlord to post such notices.

## **10. TENANT AND LANDLORD MAINTENANCE OBLIGATIONS**



A. Except as provided for in subparagraph F below, Tenant agrees that during the entire term of this Lease, at its own cost and expense, it shall keep and maintain the Building(s) on the Property, and all leasehold improvements, fixtures, furniture, equipment and other improvements located on the Property in good-quality order, repair and condition, as further described in Exhibit B, Maintenance Standards. Except as otherwise provided in this Lease, Tenant shall perform, at its own cost and expense, any and all maintenance, removal of graffiti, repairs, or rehabilitation to the Building(s), whether required by deterioration or by operations of Tenant or otherwise. This obligation includes any repairs to the roof.

B. Tenant accepts responsibility to make improvements and repairs to the first floor at Tenant's sole cost, estimated at \$500,000, to facilitate a contemporary, clean, updated, functional, first class commercial business with an outdoor component. These improvements must be completed, and the first floor restaurant must be operational, by September 1, 2021. Tenant acknowledges that failure to meet this deadline shall constitute an event of default under this Lease. Necessary improvements and repairs include, but are not limited to:

- upgrading the restroom facilities to ensure they are functional and comply with all applicable state, federal, and local laws, including the Americans with Disabilities Act
- replacement of broken kitchen equipment
- a deep cleaning
- a remodel/refresh of the interior (paint, wall and floor coverings, lighting, counter tops)
- the establishment of an outdoor commercial component to the space
- a proper entrance with appropriate signage
- repair/replacement of kitchen equipment if needed
- implementation of all necessary improvements to establish a safe, modern restaurant space inside and out.

Tenant shall not open the first floor business to the public without prior approval from Landlord, verifying that such improvements and repairs have been completed to the satisfaction of Landlord.

Tenant also accepts responsibility to make improvements and repairs to the second floor at Tenant's sole cost, estimated at \$150,000, to facilitate a contemporary, clean, updated, functional, first class commercial business with an outdoor component.

B. Waiver. To the extent applicable, Tenant hereby waives the provisions of Civil Code Sections 1941 and 1942, and any other provision of law now or hereafter in effect, with regard to untenable conditions of the Property or the Building.

C. "Good-quality order, repair and condition", as used herein, shall mean the maintenance, repair, or renovation of the Building, equipment, furniture, fixtures, outdoor lighting, signage, and appurtenances necessary to keep and maintain the Building in efficient and attractive condition, given the nature and age of the Building, at any time during the term of this Lease.

D. Tenant shall provide its own janitorial service for the Property, and Tenant shall remove all of Tenant's rubbish to such location(s) on the Property or within the Berkeley Waterfront as may be designated by Landlord for pick-up and disposal.

E. Landlord shall maintain or cause to be maintained, at Landlord's expense, all exterior structural elements of the Building (including the structural walls).

F. Landlord shall provide and maintain 75 unreserved, self-park parking spaces on the paved parking area in the J/K Parking Lot adjacent to the Building for the use of Tenant's employees and its invitees. Tenant staff and patrons may also utilize other public parking areas in the Berkeley Marina.

G. City shall use good faith efforts in providing for the safe and reasonable use of the Building and the Berkeley Waterfront. In the event of a dispute, if Landlord and Tenant cannot informally resolve the dispute, Tenant's only remedy against Landlord shall be the right to terminate this Lease, effective thirty (30) days from the delivery of written notice to Landlord.

H. Nothing in this Paragraph 10 shall be deemed to affect or impair Landlord's rights under Paragraph 7 of this Lease. Other than Landlord's commitment in Paragraph 8 to repair the sewer lateral, Tenant acknowledges that Landlord has no obligation and has made no promises to alter, remodel, improve, repair, decorate or paint the Building or to improve the Property, or any part thereof. Landlord has made no representations respecting the condition of the Building, the Property, or the Berkeley Waterfront, except as specifically set forth in this Lease.

## **11. DAMAGE OR DESTRUCTION**

A. In the event the Property is damaged by fire, earthquake, flood, hurricane, act of God, the elements, or other casualty, then (unless this Lease is terminated pursuant to this Paragraph 11) Tenant shall forthwith repair the same, at its sole expense. In this event, Tenant shall be solely responsible for the loss, repair, and replacement of its all equipment and leasehold improvements.

B. Anything in subparagraph A to the contrary notwithstanding, neither Tenant nor Landlord shall have any obligation to repair or rebuild the Property or the Building, as the case may be, following damage or destruction thereto if the damage or destruction is due to any cause or casualty other than one against which the responsible party is required to carry insurance or actually does carry insurance and such party reasonably estimates that the cost of repair or rebuilding exceeds ten percent (10%) of the replacement cost of the Property or Buildings, as the case may be. If the responsible party elects not to repair any damage or destruction pursuant to this provision, such party shall give the other party notice of such election within sixty (60) days after the date of such damage or destruction; and this Lease shall terminate as of the date of such damage or destruction.

C. Tenant hereby waives the provisions of California Civil Code Sections 1932 and 1933 and any other statutes now or hereafter in effect which relate to termination of a lease when leased property is damaged or destroyed and agrees that such event shall be governed by the terms of this Lease.

## 12. INDEMNIFICATION

Landlord and its Affiliates shall not be liable to Tenant and, to the fullest extent permitted by law, Tenant hereby waives all claims against each of them, for any injury to or death of any person or damage to or destruction of property in or about the Property, the Building or the Berkeley Waterfront by or from any cause whatsoever, including, without limitation, gas, fire, oil, electricity or leakage or invasion of water or contaminants of any character from the roof, walls, basement, subsurface or other portion of the Property, the Building or Berkeley Waterfront, except any injury to or death of any person or damage to or destruction of any property which is caused solely by the willful misconduct of Landlord or its Affiliates. Tenant shall indemnify each of said parties and hold them harmless from and against any and all penalties, liability, claims, losses, damages, (including consequential damages), injury, cost and expense, including attorneys' fees and disbursements, arising out of or related to (i) Tenant's breach of any obligations under this Lease, or (ii) claims of injury to or death of persons or damage to property resulting directly or indirectly from Tenant's use or occupancy of the Property or activities of Tenant, its employees, agents, contractors or invitees in or about the Property, Building or Berkeley Waterfront or (iii) claims of injury to or death of persons or damage to property by Tenant or third parties (except Landlord) resulting from any cause or causes whatsoever while in or upon the Property or the Building. Such indemnity shall include, without limitation, the obligation to reimburse all costs of defense, including the legal fees for counsel selected by Landlord.

## 13. INSURANCE

A. Tenant, at its sole expense, shall procure and maintain the following insurance:

1. Commercial general liability insurance insuring Tenant against any liability arising out of its use, occupancy, repair or maintenance of the Property or the Building, with a combined single limit of not less than \$2,000,000 for injury to or death of one or more persons in any one accident or occurrence and property damage in any one accident or occurrence. Such comprehensive general liability insurance shall include fire liability coverage and public liability and property damage insurance, including personal injury, broad form property damage, blanket contractual, and other coverage as may be reasonably required by Landlord. Landlord shall have the right, from time to time, to require Tenant to increase the amount of its comprehensive general liability insurance coverage if, in Landlord's reasonable opinion, the amount of such coverage is not sufficient in light of the risks insured and Tenant's use of the Property or Berkeley Waterfront.

2. Special form property insurance for the full replacement cost of damage to the Building, including, without limitation, alterations, Tenant's Work, trade fixtures, furnishings, equipment, goods and inventory, and, during any term of construction of Tenant's Work, builders' All-Risk Insurance. Such insurance shall include coverage for vandalism and malicious mischief and cost of demolition and increased cost of construction by reason of changes in applicable ordinances/laws and shall not contain a co-insurance clause.

B. All policies of insurance and all renewals thereof shall be approved as to form and sufficiency by Landlord's Risk Manager and shall be issued by good and responsible companies qualified to do and doing business in California and rated A+: XIII or better in the most recent

version of Best's Insurance Guide. Each of the required insurance coverage's except for workers compensation (i) shall name Landlord and each of its Affiliates as additional insured and, with respect to casualty insurance, as their respective interests may appear and (ii) shall provide that it may not be canceled or altered by the insurer in such manner as to adversely affect the coverage unless sixty (60) days' prior notice is given by certified mail to Landlord at the address set forth in Paragraph 33 below, or to such place as Landlord may from time to time designate in a notice to Tenant.

C. An original certificate of each policy of insurance shall be delivered to Landlord prior to the date the Property is delivered to Tenant and from time to time during the Term. If Tenant shall fail to procure or maintain any insurance required hereunder or shall fail to furnish to Landlord any duplicate policy or certificate, Landlord may obtain such insurance; and any premium or cost paid by Landlord for such insurance shall be reimbursed by Tenant promptly upon Landlord's demand. Tenant shall make good faith efforts to ensure that at least sixty (60) days prior to the expiration of any such policy, an extension endorsement showing that such insurance coverage has been or will be renewed or extended shall be delivered to Landlord and if, despite such good faith efforts, such extension endorsement cannot be timely delivered, Tenant shall cause to be delivered to Landlord within said time other reasonable documentary evidence of renewal of coverage and shall continue exercising diligent efforts to deliver to Landlord the required extension endorsement. If such coverage is canceled or reduced, Tenant, within ten (10) days after receipt of written notice of such cancellation or reduction in coverage but in no event later than the effective date of cancellation or reduction, shall deliver to Landlord a certificate showing that the required insurance has been reinstated or provided through another insurance company(ies). Upon Tenant's failure to so deliver such certificate, Landlord may, without further notice and at its option, (1) exercise Landlord's rights as provided in this Lease or (2) procure such insurance coverage at Tenant's expense and Tenant shall promptly reimburse Landlord for such expense.

D. If any of the insurance required in this Paragraph 13 is provided under a claims-made form of policy, Tenant shall maintain such coverage continuously throughout the Term and without lapse for a period of not less than five (5) years beyond the termination of this Lease, to the effect that should occurrences during the Term give rise to claims made after termination of this Lease, such claims shall be covered by such claims-made policies.

E. Each of Tenant's property insurance policies insuring the Property and Tenant's property in the Property shall include a waiver of the insurer's right of subrogation against Landlord, or, if such waiver should be unobtainable or unenforceable, (i) an express agreement that such policy shall not be invalidated if the assured waives, before the casualty, the right of recovery against any party responsible for a casualty covered by the policy or (ii) any other form of permission concerning the assured's right to waive its right of recovery. If such waiver, agreement or permission shall not be, or shall cease to be, obtainable, Tenant shall so notify Landlord promptly after learning thereof.

F. Tenant hereby releases Landlord with respect to any claim (including a claim for negligence) which Tenant might otherwise have against Landlord for loss, damage or destruction of Tenant's property occurring during the Term to the extent to which Tenant is insured under a policy(ies) containing a waiver of subrogation or agreement or permission to release liability, as provided in E. above. If, notwithstanding the recovery of insurance proceeds by Tenant for such

loss, damage or destruction, Landlord is liable to Tenant with respect thereto or is obligated under this Lease to make replacement, repair, restoration or payment, then (provided Tenant's right of full recovery under its insurance policies is not thereby prejudiced or otherwise adversely affected) the amount of the net proceeds of the Tenant's insurance against such loss, damage or destruction shall be offset against Landlord's liability to Tenant therefore or shall be made available to Landlord to pay for replacement, repair or restoration, as the case may be. Nothing contained herein shall relieve either party of any duty to repair, restore or rebuild imposed elsewhere in this Lease or shall nullify any abatement of rent provided for elsewhere in this Lease.

G. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Lease, Tenant shall immediately notify the Landlord's Risk Manager. If any accident occurs in connection with this Lease, Tenant shall promptly submit a written report to Landlord, in such form as the Landlord may require. This report shall include the following information: 1) name and address of the injured or deceased person(s); 2) name and address of Tenant's subtenant, if any; 3) name and address of Tenant's liability insurance carrier; and 4) a detailed description of the accident, including whether any of Landlord's equipment, tools or materials were involved.

#### **14. COMPLIANCE WITH LAWS**

A. Tenant, at its sole expense, shall promptly comply with all laws, ordinances, rules, regulations, permits or requirements now or hereafter in effect (whether foreseen or unforeseen by Landlord or Tenant), with the requirements of any board of fire underwriters or similar body now or hereafter constituted; with any occupancy certificate issued by any public officer and with the provisions of all recorded documents affecting the Property, insofar as any of the foregoing relate to or affect the condition, use or occupancy of the Property or the Building. Such compliance by Tenant shall include, without limitation, compliance with all obligations to alter, maintain, or restore the Property (and, as applicable, the Building), or construct improvements in or to the Property, regardless of cost and regardless of when during the term of the Lease the work is required.

B. Tenant acknowledges that conducting its operations at the Property and making certain alterations and improvements may require an authorization, approval or permit (collectively, "Regulatory Approval") from a governmental authority having jurisdiction over the Property, including but not limited to BCDC. Tenant shall be solely responsible for obtaining any such Regulatory Approval, and Tenant shall not seek any Regulatory Approval without first obtaining the approval of Landlord. All costs associated with applying for and obtaining any necessary Regulatory Approval shall be borne by Tenant. Tenant shall be solely responsible for complying with any and all conditions imposed by regulatory agencies as part of a Regulatory Approval; however, Landlord shall not take any action that would materially interfere or prevent Tenant from complying with all such conditions. Any fines or penalties imposed as a result of the failure of Tenant to comply with the terms and conditions of any Regulatory Approval shall be paid and discharged by Tenant, and Landlord shall have no liability, monetary or otherwise, for said fines and penalties, except to the extent that such fines or penalties were caused by the willful acts or omissions of Landlord. To the fullest extent permitted by law, Tenant agrees to indemnify and hold Landlord and its officers, agents and employees harmless from and against any loss, expense, cost, damage, attorneys' fees, penalties, claims or liabilities which Landlord

may incur as a result of Tenant's failure to timely obtain or comply with the terms and conditions of any Regulatory Approval. Landlord agrees to cooperate (but only to the same extent and in the same manner as a non-public entity could so cooperate, and not as an exercise of Landlord's police or regulatory power) with Tenant in filing, processing and obtaining all Regulatory Approvals, and upon request of Tenant, to join with Tenant as co-applicant in filing, processing and obtaining all Regulatory Approvals; provided, however, that Landlord may refuse to file, process or obtain Regulatory Approvals or to join Tenant as a co-applicant if Landlord determines in its sole and absolute discretion that it is not in Landlord's best interest to do so. Nothing contained herein shall be deemed to limit or otherwise constrain Landlord's discretion, powers and duties as a regulatory agency with certain police powers.

C. Tenant understands and agrees that Landlord is entering into this Lease in its capacity as a landowner with a proprietary interest in the Property and not as a regulatory agency of the City of Berkeley with certain police powers. Landlord's legal status shall in no way limit the obligation of Tenant to obtain any required approvals from Landlord's departments, boards or commissions that have jurisdiction over the Property. By Landlord's entering into this Lease, neither Landlord nor any of Landlord's Council, boards, commissions, agencies, departments, or Affiliates obligates itself to any other governmental agent, board, commission or agency, or to Tenant, or to any other individual or entity, with regard to any discretionary action relating to development or operation of the Property or Berkeley Waterfront. Discretionary action includes but is not limited to rezonings, variances, environmental clearances, or any other governmental agency approvals that may be required or desirable for the improvement, alteration, or operation of the Property or Berkeley Waterfront. By entering into this Lease, Landlord is in no way modifying or limiting the obligation of Tenant to cause the Property to be used and occupied in accordance with all laws.

## 15. ASSIGNMENT AND SUBLEASE

A. Any provision of this Lease to the contrary notwithstanding, Tenant shall not directly or indirectly, by operation of law or otherwise, transfer, assign, pledge, encumber or hypothecate this Lease or all or any portion of the Property or Tenant's interest in and to the Property (collectively, an "Assignment") or sublet the Property or any portion thereof or permit the Property or any portion thereof to be used, occupied or managed by anyone other than Tenant pursuant to any Lease, use or concession agreement or otherwise (collectively, a "Sublease") without Landlord's prior written consent in each instance. Such consent will not be unreasonably withheld, conditioned, or delayed, so long as Tenant provides sufficient information about the proposed Assignment to demonstrate, to the satisfaction of Landlord, that the use of the Property will remain consistent with the Public Trust Tidelands Requirements as described in Paragraph 6.E of this Lease.

B. If Tenant is a partnership or a limited liability company, any cumulative transfer of more than fifty percent (50%) of the partnership or the limited liability company membership interests, as applicable, shall constitute an Assignment and shall require Landlord's consent. Without limiting the foregoing, it shall constitute an Assignment and shall require Landlord's consent if: (a) Tenant is a limited partnership, and there is a transfer of a general partner interest; or (b) if Tenant is a limited liability company, and there is a transfer of any managing members interest. If Tenant is a corporation, any change in a controlling interest of the voting stock of the corporation shall constitute an Assignment and shall require Landlord's prior consent.

C. Neither this Lease nor any interest therein shall be assignable or transferable in proceedings in attachment, garnishment or execution against Tenant, in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Tenant or by any process of law. Possession of the Property shall not be divested from Tenant in such proceedings or by any process of law without the prior written consent of Landlord.

D. Tenant expressly waives any rights that it might otherwise be deemed to possess pursuant to applicable law, including without limitation, Section 1997.040 of the California Civil Code, to limit any remedy of Landlord pursuant to Section 1951.2 or 1951.4 of the Code by means of proof that enforcement of a restriction on use of the Property would be unreasonable.

## 16. INSPECTION

Landlord may enter the Property at all reasonable times (with reasonable advance notice except in case of emergency) (i) to inspect the same; (ii) to exhibit the same to prospective purchasers, mortgagees or tenants; (iii) to conduct tests, inspections and surveys to determine whether Tenant is complying with all of its obligations hereunder; (iv) to post notices of non-responsibility or other notices that may be permitted hereunder; (v) to post "to Lease" signs of reasonable size upon the Property during the last ninety (90) days of the Term; and (vi) to make repairs required or permitted to be made by Landlord or repairs to any adjoining space or any utility systems or to make repairs, alterations or additions to any other portion of the Building or Berkeley Waterfront; provided, however, that all such work shall be done as promptly and with as little interference to Tenant as reasonably possible. Tenant hereby waives all claims against Landlord for any injury or inconvenience to or interference with Tenant's business or any loss of occupancy or quiet enjoyment of the Property resulting from Landlord's entry into the Property or any work performed therein by Landlord. Landlord shall at all times have a key to all doors in and about the Property (excluding Tenant's vaults, safes and similar areas designated by Tenant in writing in advance), and Landlord shall have the right to use any and all means which Landlord may deem proper in an emergency to obtain entry to the Property. Tenant also shall provide Landlord with written notice of the name, address, telephone number and Tenant's account number of the burglar alarm company (if any) utilized by Tenant for the Property. Any entry to the Property by any of said means or otherwise shall not under any circumstances be deemed a forcible or unlawful entry into or a detainer of the Property or an eviction (actual or constructive) of Tenant from the Property.

## 17. DEFAULT

The occurrence of any one of the following shall constitute an event of default on the part of Tenant:

A. Failure to Use Property. Failure to use the Property as specified in Paragraphs 5 and 6.

B. Nonpayment of Rent. Failure to pay any installment of rent or any other sum due and payable hereunder upon the date when such payment is due, such failure continuing for a period of five (5) days after written notice of such failure; provided, however, that Landlord shall not be required to provide such notice more than twice during any consecutive twelve (12)

months with respect to non-payment of any portion of rent, the third such non-payment during any consecutive twelve (12) months constituting an event of default without requirement of notice.

C. Other Obligations. Failure to perform any obligation, agreement or covenant under this Lease, such failure having continued for thirty (30) days after notice of such failure from Landlord or such longer period as is reasonably necessary to remedy such default, provided that Tenant has commenced to remedy the default within such thirty (30) day period and shall continuously and diligently pursue such remedy until such default is cured.

D. General Assignment. A general assignment by Tenant for the benefit of creditors.

E. Bankruptcy. The filing of a voluntary petition in bankruptcy by Tenant, or the filing of an involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of thirty (30) days. In the event that under applicable law the trustee in bankruptcy or Tenant has the right to affirm this Lease and to continue to perform the obligations of Tenant hereunder, such trustee or Tenant, in such time period as may be permitted by the bankruptcy court having jurisdiction, shall cure all defaults of Tenant hereunder outstanding as of the date of affirmance and shall provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligations hereunder. Any transferee (by operation of law or otherwise) must provide Landlord with adequate assurance of its future performance under this Lease. In the event of Tenant's bankruptcy, insolvency or reorganization, the parties specifically intend that the actions of the trustee or Tenant in assuming and/or assigning this Lease shall be governed by Section 365 of Title 11 of the United States Code applicable to shopping center leases.

F. Receivership. The employment of a receiver to take possession of all or substantially all of Tenant's assets in the Property.

G. Insolvency. The attachment, execution or other judicial seizure of all or substantially all of Tenant's assets in or on the Property; the admission by Tenant in writing of its inability to pay its debts as they become due; the filing by Tenant of a petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future law or regulation; the filing by Tenant of an answer admitting or failing timely to contest a material allegation of a petition filed against Tenant in any such proceeding or if, within thirty (30) days after the commencement of any proceeding against Tenant seeking reorganization or arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future law or regulation, such proceeding shall not have been dismissed.

H. Release of Hazardous or Toxic Substances or Materials and Other Environmental Impacts. Any release or discharge in, on, under, around, or from the Property and/or the Berkeley Waterfront by Tenant, its agents or employees of Hazardous Substances which has not been fully cleaned up within ten (10) days after such release or discharge. Any negative impacts to the natural habitat and environment of the Berkeley Waterfront caused by Tenant that are documented by a qualified, independent source and for which reasonable remediation measures are not available, or the Tenant fails to cooperate with the Landlord in implementing in a timely manner reasonable measures intended to mitigate any negative impacts.



I. Illegal Substances. Any release or discharge of chemicals, toxics, solution in connection with the manufacturing and mixing of any illegal substance on the Property.

**18. REMEDIES UPON DEFAULT**

A. Termination. In the event of the occurrence of any event of default, Landlord shall have the right immediately to terminate this Lease by written notice and at any time thereafter to recover possession of the Property or any part thereof and to expel and remove Tenant, any other person or party occupying the same and all property located therein, by any lawful means and to reenter the Property without prejudice to any of the remedies that Landlord may have under this Lease or under law or equity.

B. Continuation After Default. In the event of any default, this Lease shall continue in effect for so long as Landlord does not terminate this Lease under subparagraph A above. In such case, Landlord may enforce all its rights and remedies under this Lease, including without limitation, the right to recover rent as it becomes due, and all of its rights and remedies under law. Acts of maintenance, preservation, efforts to relent the Property for Tenant's account or the appointment of a receiver upon application of Landlord to protect Landlord's interest under this Lease shall not constitute an election to terminate this Lease or Tenant's right to possession.

C. Damages Upon Termination. Should Landlord terminate this Lease pursuant to subparagraph A above, in addition to any other rights and remedies to which it may be entitled under applicable law, Landlord shall be entitled to recover from Tenant: (i) the worth at the time of the award of the unpaid rent and other amounts which had been earned at the time of termination; plus (ii) the worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rent loss that Tenant proves reasonably could have been avoided; plus (iii) the worth at the time of the award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rent loss that Tenant proves reasonably could be avoided; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would likely result therefrom, including without limitation, the costs and expenses (including brokerage commissions and advertising costs) incurred by Landlord, with or without terminating the Lease, (1) in retaking possession of the Property, (2) in cleaning and making repairs and alterations to the Property reasonably necessary to return the Property to good condition for the use permitted by this Lease and otherwise to prepare the Property for reletting, (3) in removing all persons and property from the Property and transporting and storing any of Tenant's property left at the Property, although Landlord shall have no obligation to remove, transport, or store any of such property, and (4) in reletting the Property for such term, at such rent and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; plus (v) such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under California law. The "worth at the time of award" of the amounts referred to in (i) and (ii) shall be computed with interest at the maximum rate allowed by law. The "worth at the time of award" of the amount referred to in (iii) shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).

D. Computation of Rent for Purposes of Default. For purposes of computing unpaid rent which would have accrued and become payable pursuant to subparagraph C above, unpaid rent shall include the total rent for the balance of the term of the Lease.

E. Remedies Cumulative. All rights, privileges and elections or remedies of the parties are cumulative and not alternative to the extent permitted by law and except as otherwise specifically provided herein.

F. No Waiver. Landlord's waiver of any breach of a covenant or condition hereof, or Landlord's failure to declare any default immediately upon occurrence thereof or a delay in taking any action in connection therewith shall not waive such breach or such covenant or condition or any subsequent breach thereof. The subsequent acceptance of rent or other monies by Landlord shall not be deemed a waiver of any preceding default by Tenant, other than the failure of Tenant to pay the particular rent or other sum so accepted, regardless of Landlord's knowledge of such default at the time of its acceptance of rent.

G. No Right of Redemption. Tenant waives any right of redemption or relief from forfeiture under California Code of Civil Procedure Sections 1174 and 1179 or any other present or future law in the event Tenant is evicted or Landlord takes possession of the Property by reason of Tenant's default.

## **19. ENVIRONMENTAL OBLIGATIONS**

A. Tenant shall not, without Landlord's prior written consent (which consent may be granted or denied in Landlord's sole discretion), install, bring into or release or discharge in, on, under, around, or from the Property any (i) asbestos-containing materials, (ii) electrical transformers, fluorescent light fixtures with ballasts or other equipment containing PCB's or (iii) materials which constitute hazardous, extremely hazardous or toxic materials under the Resource Conservation and Recovery Act, the California Hazardous Waste Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the California Safe Drinking Water and Toxic Enforcement Act of 1986 or any other applicable law or regulation concerning hazardous or toxic materials, (collectively "Hazardous Substances") and has not done so prior to the effective date of this Lease. Any Hazardous Substances which are used, stored, treated, disposed of or released from the Property by Tenant or its representatives, agents, employees or invitees, shall be used, stored, treated, released and disposed of in accordance with all applicable laws and regulations.

B. If Tenant knows or has reasonable cause to believe that any Hazardous Substance has been released on or beneath the Property, Tenant shall immediately notify the Berkeley Police Department and Toxics Management Division and promptly give written notice of same to Landlord. If Tenant knows or has reasonable cause to believe that such substance is an imminent and material danger to public health or safety, Tenant shall take all actions necessary to alleviate such danger. Tenant shall provide to Landlord as promptly as possible, and in any event within five business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Property or Tenant's use thereof and concerning Hazardous Substances. Tenant shall not negotiate or enter into any settlement agreement, consent decree or other compromise in respect of Hazardous Substances affecting the Property or the Property without first giving Landlord prior written

notice and full opportunity to appear, intervene or otherwise protect Landlord's rights and interests.

C. Without limitation of the provisions of Paragraph 12 hereof, Tenant shall indemnify, defend and hold Landlord and its Affiliates harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses which arise during or after the term of this Lease as a result of the handling of Hazardous Substances on the Property, or Berkeley Waterfront by Tenant, its agents or invitees, including without limitation, all costs of monitoring, investigating, and remediation of the same, damages for diminution in the value of the Property, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Property, damages arising from any adverse impact on marketing of any such space and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees. This indemnification by Tenant includes, but is not limited to, costs incurred in connection with any investigation of site conditions or any clean-up, remediation, removal or restoration work requested by Landlord or required by any federal, state or local governmental agency or political subdivision because of Hazardous Substance present in the soil or groundwater in, on or under the Property or in any improvements. Without limiting the foregoing, if the presence of any Hazardous Substance in, on, under or about the Property caused or permitted by Tenant results in any contamination of the Property or Berkeley Waterfront, Tenant, at its sole expense, promptly shall take all action that is necessary to return the Property to the condition existing prior to the introduction of such Hazardous Substance in, on, under or about the Property; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions could not potentially have any material adverse effect upon the Property. Tenant's obligations under this Paragraph 19.C. shall survive the expiration or termination of this Lease.

**20. LANDLORD'S RIGHT TO CURE**

All covenants to be performed by Tenant shall be performed at Tenant's sole cost and expense and without abatement of rent. Without limiting Landlord's rights under any other provision of this Lease, if Tenant shall fail to pay any sum of money or shall fail to perform any other act and such failure shall have become an event of default under Paragraph 17, Landlord, without waiving or releasing Tenant from any of its obligations, may make (but shall not be obligated to make) any such payment or perform any such other act. All sums so paid by Landlord and all necessary incidental costs shall be deemed additional rent and shall be payable to Landlord immediately upon Landlord's written demand.

**21. EMINENT DOMAIN**

A. If all or any part of the Property shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as to the part so taken on the earlier of the date title vests in the condemning authority or such authority takes possession of the Property. In the case of a partial taking, either Landlord or Tenant shall have the right to terminate this Lease as to the balance of the Property by written notice to the other within thirty (30) days after such date of taking; provided, however, that Tenant shall have no right to terminate this Lease unless the portion of the Property taken shall be of such extent and nature as substantially to impede or impair Tenant's use of the balance of the Property. In the event of any such taking, Landlord shall be entitled to all compensation, damages, income, rent, awards and interest that may be

paid or made in connection with such taking. Tenant shall have no claim against Landlord for the value of any unexpired Term; however, Landlord shall cooperate with Tenant if Tenant seeks to recover, at its sole expense, proceeds or awards paid to compensate for damage to the "goodwill" associated with Tenant's business. Any such amounts recovered shall belong to Tenant.

B. If any part of the Property shall be so taken and this Lease shall not be terminated, then this Lease shall continue in full force and effect, except that the Rent shall be reduced in the same proportion that the rentable area of the Property taken bears to the original rentable area of the Property. Landlord, upon receipt of the award, shall make all necessary repairs and alterations (exclusive of Tenant's trade fixtures, furniture, furnishings, personal property, decorations, signs and contents) to restore the portion of the Property remaining to as near its former condition as the circumstances will permit and to restore the Building to the extent necessary to constitute the portion of the Building not so taken a complete architectural unit. Landlord, in any event, shall not be required to spend for such repairs and alterations an amount in excess of the amount received by Landlord as damages for the taking of such part of the Property and/or Building; and Tenant, at its sole cost and expense, shall make all necessary repairs and alterations to Tenant's trade and lighting fixtures, furniture, furnishings, personal property, decorations, signs and contents.

C. As used herein, the "amount received by Landlord" shall mean that portion of the award received by Landlord as damages from the condemning authority which is free and clear of all prior claims or collections by Landlord and less reasonable attorneys' and appraisers' fees and expenses.

## **22. SUBORDINATION**

A. This Lease shall be subject and subordinated to (i) all ground or underlying leases which have been or may hereafter be executed affecting the Property, (ii) any Declaration of Covenants, Conditions and Restrictions now or hereafter recorded affecting Berkeley Waterfront, all without the necessity of having further instruments executed on behalf of Tenant to effectuate such subordination.

B. Tenant agrees to execute and deliver upon demand such further instruments or documents as may reasonably be required by Landlord to evidence any such subordination of this Lease. Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact, coupled with an interest, to execute and deliver any such instrument(s) on behalf of Tenant.

## **23. NO MERGER**

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Landlord, terminate all or any existing subleases or sub-tenancies or operate as an assignment to it of any or all such subleases or sub-tenancies.

## **24. TRANSFER BY LANDLORD**

In the event the original Landlord or any successor owner of Berkeley Waterfront shall sell or convey the Property or the Building, or any portion thereof that includes the Property, all

liabilities and obligations on the part of the original Landlord or such successor owner shall terminate. All such liabilities and obligations thereupon shall be binding only upon the new owner. Tenant agrees to attorn to such new owner.

**25. ESTOPPEL CERTIFICATES**

From time to time, Tenant shall execute and deliver to Landlord promptly upon request a certificate certifying (i) that this Lease is unmodified and in full force and effect or, if there has been any modification, that this Lease is in full force and effect as modified, and stating the date and nature of each such modification; (ii) the date to which rent and other sums payable hereunder have been paid; (iii) that no notice has been received by Tenant of any default which has not been cured, except as to defaults specified in such certificate; (iv) that Landlord is not in default under this Lease and that Tenant has no claims, charges, offsets or defenses against Landlord, or specifying the nature of any such default or claim, charges, offsets or defense; and (v) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by any prospective purchaser, vendee or other party. If Tenant fails to execute and deliver any such certificate within ten (10) business days after Landlord's written request, such failure, at Landlord's election, shall be conclusive against Tenant that this Lease is in full force and effect, without modification (except as may be represented by Landlord), that there are no uncured defaults in Landlord's performance, and that not more than one month's rent has been paid in advance.

**26. HOLDING OVER**

If, without objection by Landlord, Tenant holds possession of the Property after expiration of the Term of the Lease, Tenant shall become a tenant from month-to-month upon all provisions of this Lease applicable immediately prior to the expiration of such Term, or as otherwise fixed from time to time by Landlord, except that the Rent shall be 120% of that applicable immediately prior to the expiration of such Term, payable monthly, in advance. Each party shall give the other at least thirty (30) days' written notice of its intention to terminate such month-to-month tenancy.

**27. CHANGES BY LANDLORD**

A. The description of the Property and the location of any Property utility system(s), including without limitation electrical, plumbing, shall be subject to such minor changes as Landlord determines to be necessary or desirable in the course of any construction performed by or under the authorization of Landlord. No such changes shall invalidate or affect this Lease. Landlord shall effect such changes using reasonable efforts not to disturb Tenant's business. Tenant shall have no claim against Landlord for abatement of rent or loss of business as a result of any such disturbance.

B. Landlord shall have the right in its sole discretion to, among other things, change permitted land uses, install, maintain and remove public improvements, change the arrangement, character, use or location of entrances or passageways, walkways, streets, sidewalks, parking areas, stairs, landscaping, toilets, and other facilities and portions of Berkeley Waterfront, and to change the name, number or designation by which the Building is commonly known. None of the foregoing shall be deemed an actual or constructive eviction of Tenant, nor shall it entitle

Tenant to any reduction of rent hereunder or result in any liability of Landlord to Tenant; provided, however, Landlord shall not unreasonably obstruct or interfere with access to or the lines of sight toward the Property.

**28. GOVERNING LAW**

This Lease shall be governed by the laws of the State of California.

**29. SECURITY DEPOSIT**

As security for the full and faithful performance by Tenant of each and every term, provision, covenant, and condition of this Lease, Tenant shall deposit with Landlord in an amount of **TEN THOUSAND DOLLARS (\$10,000.00)**, unless waived in whole or in part by Landlord. Such security shall be deposited on or before the Effective Date of this Lease.

If Tenant defaults in respect to any of the terms, provisions, covenants and conditions of this Lease, including but not limited to the payment of rent, Landlord may use the security deposit or any portion of it to cure the default or compensate the Landlord for all damage sustained by Landlord resulting from Tenant's default. If Landlord so uses any portion of the security deposit, Tenant will restore the security deposit to its original amount within ten (10) days after written demand from Landlord.

Landlord will not be required to keep the security deposit separate from its own funds and Tenant shall not be entitled to interest on the security deposit. The security deposit will not be a limitation on Landlord's damages or other rights under this Lease, or a payment of liquidated damages or an advance payment of the rent. If Tenant pays the rent and performs all of its other obligations under this Lease, Landlord shall return the unused portion of the security deposit to Tenant within sixty (60) days after the end of the term; however, if Landlord has evidence that the security deposit has been assigned to an assignee of the Tenant, Landlord shall return the security deposit to the assignee. Landlord may deliver the security deposit to a purchaser of the Property and be discharged from further liability with respect to it.

**30. SIGNAGE**

The size, design, material and location of any sign, marquee, awning, decoration or other attachment, advertising material or lettering on the Property or on the exterior of the Building (collectively "signage") shall be subject to Landlord's prior written approval. All such signage shall comply with the criteria outlined in Landlord's General Design Requirements (if any) and shall be subject to the following provisions:

A. Tenant, at its sole expense, shall submit to Landlord a written description of all proposed signage, including dimensions, color, proposed location and other pertinent information ("Signage Proposal"). Landlord shall review the Signage Proposal and shall notify Tenant in writing of its approval, or reason(s) for its disapproval, within thirty (30) business days after Landlord's receipt of the Signage Proposal. If disapproved, Tenant shall make all required modifications to the Signage Proposal and shall resubmit the same to Landlord within seven (7) days after its receipt of Landlord's disapproval.



2180 Milvia Street, 5th Floor  
Berkeley, CA 94704

201 University Avenue  
Berkeley, CA 94710

Notices to Landlord regarding Hazardous Substances required by Paragraph 19 hereof shall be sent both to the above addresses and to such other place as either party may from time to time designate in a written notice to the other party, or in the case of Tenant, delivered to the Property.

Tenant will appoint an agent to receive the service of all proceedings, demands and notices the agent will be in charge of or occupying the Property at the time. If no person shall be in charge of or occupying the same, then such service may be made by attaching the same on the main entrance of the Property.

**33. COMPLETE AGREEMENT**

This Lease is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Lease constitutes the complete and exclusive statement of its terms, and no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding involving this Lease. The language and all parts of this Lease shall be construed as a whole and in accordance with its fair meaning and not restricted for or against either party. This Lease may be modified or amended only by a written instrument signed by both parties.

**34. REQUESTS FOR CONSENT; WAIVER OF CLAIM**

Tenant hereby waives any claim for damages against Landlord that it may have based upon any assertion that Landlord unreasonably has withheld or has delayed any consent or approval, and Tenant's sole remedy shall be an action for specific performance of such provision, injunction or declaratory judgment. In the event of a final determination in Tenant's favor, the requested consent or approval shall be deemed to have been granted.

**35. INTERPRETATION**

The use of masculine, feminine, or neuter genders shall include the other genders, and the singular shall include the plural and vice-versa. Headings are intended for convenience only and shall not be referred to in construing any provision. If there be more than one party as Tenant, the obligations imposed upon Tenant shall be joint and several. If any provision(s) of this Lease shall be found, to any extent, to be invalid or unenforceable the remainder of the Lease shall not be affected thereby.

**36. SUCCESSORS AND ASSIGNS**

This Lease shall be binding upon and shall inure to the benefit of Landlord, its successors and assigns, and shall be binding upon and shall inure to the benefit of Tenant, its heirs, successors and (to the extent assignment may be permitted hereunder) assigns.

**37. AUTHORITY**



If Tenant is a corporation or partnership, each of the persons executing this Lease on behalf of Tenant covenants and warrants that Tenant is a duly authorized and existing corporation or partnership, that Tenant has and is qualified to do business in California, that Tenant has full right and authority to enter into this Lease and that each person signing on behalf of Tenant is authorized to do so.

**38. UNAVOIDABLE DELAYS**

A. In the event that Tenant or Landlord is delayed, directly or indirectly, from the performance of any act or thing required to be done or performed under the terms or conditions hereof by acts of the other party to this Lease, acts of God, fire, floods, inclement weather, unavoidable governmental action, strikes or labor difficulties of any and all kinds, shortages of or delay in the delivery of materials, acts of war, riot and civil commotion, or by any other cause beyond the reasonable control of Tenant or Landlord, as the case may be, such failure shall not be deemed to be a breach of this Lease or a violation of any such covenants or conditions and the time within which Tenant or Landlord must perform any such act shall be extended by a period of time equal to the period of delay arising from any of such causes.

B. Notwithstanding any provision of this Paragraph 39 or any other provision of this Lease to the contrary, it is understood and agreed that there shall be no abatement of, or delay in the commencement of, payment of any sum due to Landlord under this Lease.

**39. TIME OF THE ESSENCE**

Time is of the essence of each and every covenant and condition of this Lease.

**40. BROKERAGE**

Landlord and Tenant hereby represent and warrant, each to the other, that they have not disclosed this Lease or the subject matter hereof to, and have not otherwise dealt with, any broker, finder or any other person, firm, corporation or other legal entity so as to create any legal right or claim of whatsoever kind or nature for a commission or similar fee or compensation with respect to the Property or this Lease. Landlord and Tenant hereby indemnify each other against, and agree to hold each other harmless from, any liability or claim (and all expenses, including attorneys' fees, incurred in defending any such claim or in enforcing this indemnity) for a real estate brokerage commission or similar fee or compensation arising out of or in any way connected with any claimed dealings with the indemnitor and relating to the Property or this Lease.

**41. CITY NON-DISCRIMINATION ORDINANCE**

A. Tenant hereby agrees to comply with the provisions of the Berkeley Municipal Code ("B.M.C."), including without limitation Chapter 13.26, as amended from time to time. In the performance of its obligations under this Lease, Tenant agrees as follows:

1. Tenant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.

2. Tenant shall permit Landlord access to records of employment, employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents which, in the reasonable opinion of Landlord, are necessary to monitor compliance with this non-discrimination provision. In addition, Tenant shall fill out, in a timely fashion, forms supplied by Landlord to monitor this non-discrimination provision.

**42. NON-DISCRIMINATION AGAINST PERSONS WITH DISABILITIES.**

A. If Tenant provides any aid, service or benefit to others on the Landlord's behalf, Tenant shall, in the provision of such aid, service or benefit, observe and comply with all applicable provisions of Title II of the Americans with Disabilities Act of 1990 and any amendments thereto. Tenant shall further observe and comply with all applicable federal, state, municipal and local laws, ordinances, codes and regulations prohibiting discrimination against individuals with disabilities or ensuring that individuals with disabilities are not excluded from participating in or receiving benefits, services or activities of the Landlord.

B. If Tenant is or becomes a "public accommodation" as defined in Title III of the Americans with Disabilities Act of 1990, Tenant shall observe and comply with all applicable provisions of the Act and any amendments thereto, and all applicable federal, state, municipal and local laws, ordinances, codes and regulations prohibiting discrimination on the basis of disability in the full and equal enjoyment of goods, services, facilities, privileges, advantages, or accommodations offered by the Tenant. All of Tenant's activities must be in accordance with these laws, ordinances, codes, and regulations, and Tenant shall be solely responsible for complying therewith.

**43. CONFLICT OF INTEREST PROHIBITED**

A. In accordance with California Government Code Section 1090, Berkeley City Charter Section 36 and B.M.C. Chapter 3.64, neither Tenant nor any employee, officer, director, partner or member of Tenant, or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a committee or commission member of Landlord, who has directly or indirectly influenced the making of this Lease.

B. In accordance with California Government Code Section 1090 and the Political Reform Act, (Government Code Section 87100 *et seq.*) no person who is a director, officer, partner, trustee, employee or consultant of Tenant, or immediate family member of any of the preceding, shall make or participate in a decision made by Landlord or any of its boards, commissions or committees, if it is reasonable foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Tenant, except to the extent permitted by 2 California Code of Regulations, Section 18700(c)(2).

C. Interpretation of this paragraph shall be governed by the definitions and provisions use in the Political Reform Act, Government Code section 87100 *et seq.*, its

implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64, as amended from time to time.

**44. NUCLEAR FREE BERKELEY.**

Tenant agrees to comply with B.M.C. Chapter 12.90, the Nuclear Free Berkeley Act, as amended from time to time.

**45. REQUIRED ACCESSIBILITY DISCLOSURE**

Landlord hereby advises Tenant that the Project has not undergone an inspection by a certified access specialist, and except to the extent expressly set forth in this Lease, Landlord shall have no liability or responsibility to make any repairs or modifications to the Property or the Project in order to comply with accessibility standards. The following disclosure is hereby made pursuant to applicable California law:

“A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.” [Cal. Civ. Code Section 1938(e)]. Any CASp inspection shall be conducted in compliance with reasonable rules in effect at the Building with regard to such inspections and shall be subject to Landlord’s prior written consent.

**46. OPPRESSIVE STATES.**

A. In accordance with Resolution No. 59,853-N.S., Tenant certifies that it has no contractual relations with, and agrees during the term of this Lease to forego contractual relations to provide personal services to, the following entities:

1. The governing regime in any Oppressive State.
2. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
3. Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of this Lease) for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

B. For purposes of this Lease, the Tibet Autonomous Region and the provinces of Abo, Kham, and U-Tsang shall be deemed oppressive states.

C. Tenant's failure to comply with this paragraph shall constitute a default of this Lease and Landlord may terminate this Lease pursuant to Paragraph 18. In the event that Landlord terminates this Lease due to a default under this provision, Landlord may deem Tenant a non-responsible bidder for five (5) years from the date this Lease is terminated.

**47. BERKELEY LIVING WAGE ORDINANCE (LWO)**

A. Tenant agrees to comply with Berkeley Municipal Code Chapter 13.27, the Berkeley Living Wage Ordinance. If Tenant employs six (6) or more part-time or full-time employees, and generates \$350,000 or more in annual gross receipts, Tenant will be required to provide all eligible employees with City mandated minimum compensation during the term of this lease, as defined in B.M.C. Chapter 13.27, and well as comply with the terms enumerated herein.

B. Tenant shall be required to maintain all reasonable records and documents that would establish whether Tenant is subject to Berkeley's Living Wage Ordinance (LWO). If Tenant is subject to the LWO, as defined therein, Tenant shall be further required to maintain monthly records of those employees located on the leased Property. These records shall include the total number of hours worked, the number of hours spent providing service on the leased Property, the hourly rate paid, and the amount paid by Tenant for health benefits, if any, for each of its employees providing services under the lease. The records described in this Paragraph shall be made available upon the City's request. The failure to produce these records upon demand shall be considered a default, subject to the provisions contained in Paragraph 18 herein.

C. If Tenant is subject to the LWO, Tenant shall include the requirements of the ordinance, as defined in B.M.C. Chapter 13.27, in any and all subleases in which Tenant enters with regard to the subject premises. Subtenants shall be required to comply with this ordinance with regard to any employees who spend 25% or more of their compensated time on the leased Property.

D. If Tenant fails to comply with the requirements of this the LWO and this lease, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Tenant's failure to comply with this Section shall constitute default of the lease, upon which City may terminate this lease pursuant to Paragraph 18.

In addition, at City's sole discretion, Tenant may be responsible for liquidated damages in the amount of \$50 per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that Tenant's failure to pay any of its eligible employees at least the applicable living wage rate will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damage

for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty of forfeiture for Tenant's breach.

**48. BERKELEY EQUAL BENEFITS ORDINANCE (EBO)**

A. Tenant hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29. If Tenant is currently subject to the Berkeley Equal Benefits Ordinance, Tenant will be required to provide all eligible employees with City mandated equal benefits during the term of this lease, as defined in B.M.C. Chapter 13.29, as well as comply with the terms enumerated herein.

B. If Tenant is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Tenant agrees to supply the City with any records the City deems necessary to determine compliance with this provision. Failure to do so shall be a considered a default, subject to the provisions of Paragraph 17 of this lease.

C. If Tenant fails to comply with the requirements of this Section, City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Tenant's failure to comply with this Paragraph shall constitute default of the lease, upon which City may terminate this lease pursuant to Paragraph 18.

In addition, at City's sole discretion, Tenant may be responsible for liquidated damages in the amount of \$50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Tenant's failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Tenant's breach.

**49. SANCTUARY CITY CONTRACTING**

Tenant hereby agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Tenant agrees not to provide the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security with any Data Broker or Extreme Vetting Services as defined herein:

- A. "Data Broker" means either of the following:
  - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
  - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.

B. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:

- i. The City's computer-network health and performance tools;
- ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

**50. AUDIT.**

In addition to Landlord's financial audit rights set forth in Paragraph 3B., the City Auditor's Office, or its designee, may conduct an audit of Tenant's financial and compliance records maintained in connection with the operations and services performed under this Lease, and with the payments made under this Lease. In the event of such audit, Tenant agrees to make all such financial and compliance records available to the Auditor's Office, or to its designee. City agrees to provide Tenant an opportunity to discuss and respond to any findings before a final audit report is filed.

**51. CITY BUSINESS LEASE, PAYMENT OF TAXES, TAX I.D. NUMBER.**

Tenant has obtained a City business license as required by B.M.C. Chapter 9.04, and its license number is written below; or, Tenant is exempt from the provisions of B.M.C. Chapter 9.04 and has written below the specific B.M.C. section under which it is exempt. Tenant shall pay all state and federal income taxes and any other taxes due. Tenant certifies under penalty of perjury that the taxpayer identification number written below is correct.

**52. SURVIVAL**

The provisions of Paragraphs 8, 9, 10, 12, 14, 19, and 40 and any other obligation of Tenant that, by its terms or nature, is to be performed after or is to survive termination of this Lease shall survive such termination.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease at Berkeley, California effective as of the Effective Date.

TENANT:

LANDLORD:

YOONACO, INC.  
a California corporation

a municipal corporation

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Dee Williams Ridley,

City Manager

Approved as to form:

Registered by:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Auditor

Attest:

\_\_\_\_\_  
City Clerk

**TENANT INFORMATION**

Tax Identification No. 94-2324340

Incorporated: Yes No

Certified Woman Business Enterprise: Yes \_\_\_ No X

Certified Minority Business Enterprise: Yes \_\_\_ No X

Certified Disadvantaged Business Enterprise: Yes No

City Business License No. \_\_\_\_\_, or Exempt pursuant to B.M.C. Section \_\_\_\_\_

**EXHIBIT A-1**

**PROPERTY DESCRIPTION**

The Property is located within the Berkeley Waterfront in the City of Berkeley, CA. The Property consists of the building at 235 University Avenue, Berkeley, California, and consists of exterior areas, “the Building,” and all other improvements thereon, excepting the portion of the building at 225 University Ave known as the “Berkeley Sportsman Center” per the site plan below, and all appurtenances thereto. This includes:

1. Approximately 3,400 square feet of interior space of the first floor of the building,
2. The fenced in storage area on the first floor, adjacent to the Berkeley Sportsman Center restroom and ramp area,
3. Approximately 5,760 square feet of interior space on the second floor of the building,

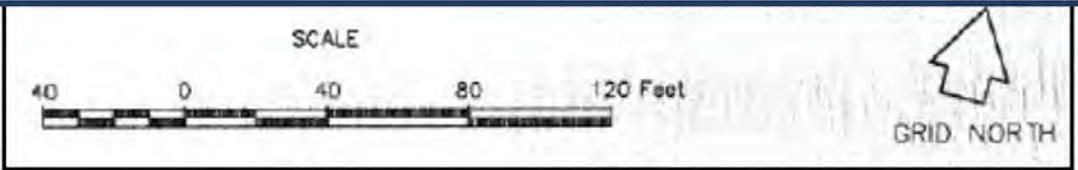
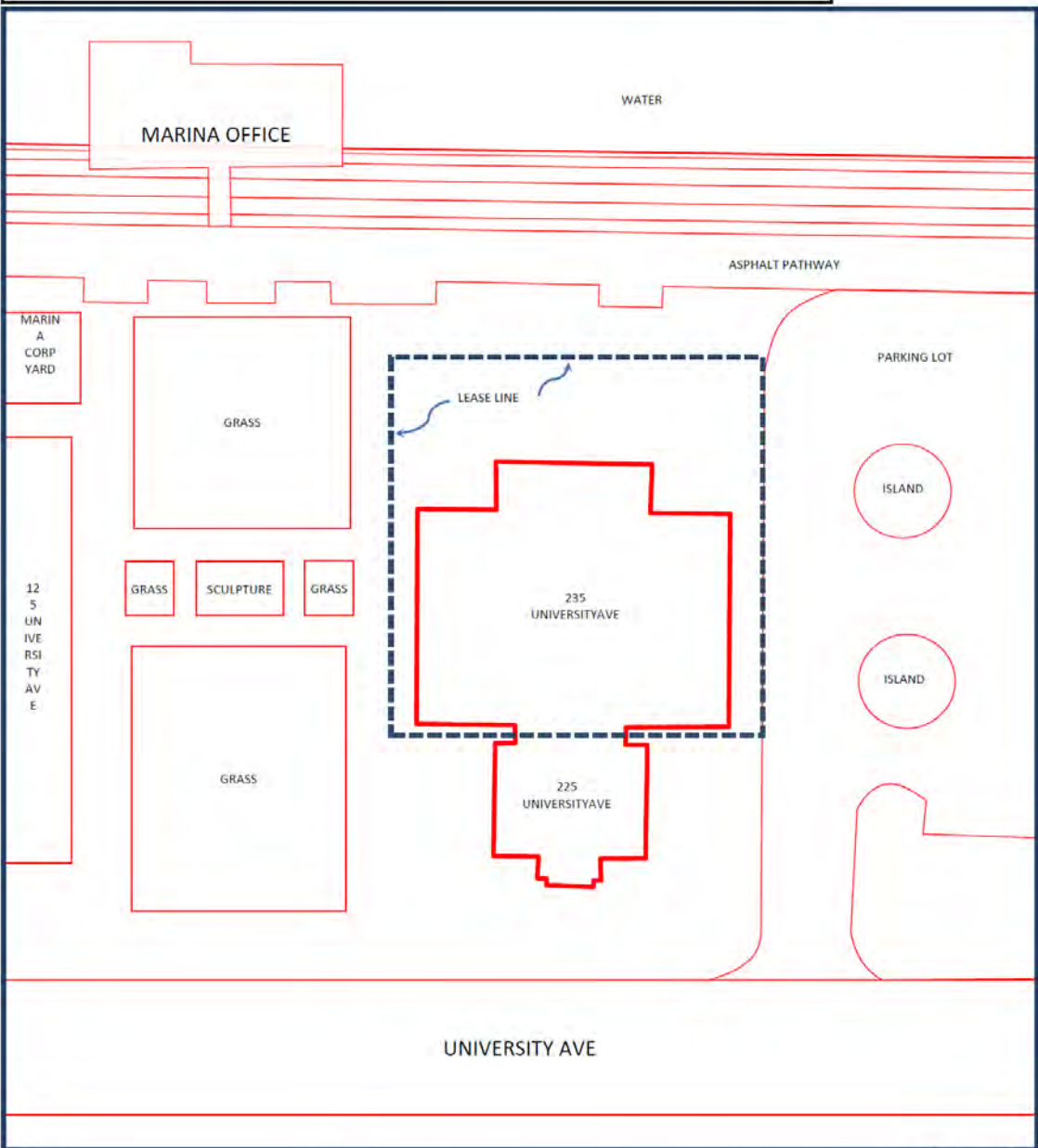
The Property also includes approximately 6,123 square feet of exterior areas, including but not limited to:

4. The stairs and decks appurtenant to the building,
5. Covered and uncovered patio space north and west of the building,
6. The areas under the exterior stairs.



**EXHIBIT A-2**  
**PROPERTY DEPICTION**

EXHIBIT A - PROPERTY DESCRIPTION – SITE PLAN  
LEASE LINE – CITY PROPERTY AT 235 UNIVERSITY AVE  
CITY OF BERKELEY



## EXHIBIT B

### MAINTENANCE STANDARDS

Maintenance Standards include, at a minimum, the following:

1. Maintain the surface of all pedestrian areas level, smooth and evenly covered with the type of surfacing material originally installed thereon or such substitute therefor as shall be in all respects substantially comparable thereto or better in quality, appearance and durability;
2. Remove all papers, debris, filth and refuse, and sweep, wash down and/or clean all hard surfaces, including brick, metal, concrete, glass, wood and other permanent poles, walls or structural members as required;
3. Maintain such appropriate entrance, exit and directional signs, markers and lights as reasonably required, but at least to the extent customarily maintained by comparable first-class commercial facilities;
4. Clean lighting fixtures and relamp and/or reballast as needed;
5. Repaint the Improvements as frequently and to at least the condition customarily maintained by comparable first-class commercial facilities;
6. Maintain signs, including relamping and/or reballasting and/or repairing as required;
7. Maintain and keep in a first-class condition and repair all benches, shelters, planters, banners, furniture, trash containers, sculptures and other such exterior fixtures to at least the condition customarily maintained by comparable major first-class commercial facilities;
8. Maintain and keep in a sanitary condition restrooms and other common use facilities;
9. Clean, repair and maintain all common utility systems;
10. Maintain all water courses and associated structures, pumps and plumbing;
11. Provide adequate security lighting in all areas during periods of unrestricted public access, and maintain all security and decorative light fixtures and associated wiring systems;
12. Promptly remove any graffiti on or about the Property or Improvements;
13. Perform landscape maintenance including watering/irrigation, fertilization, pruning, trimming, shaping, and replacement, as needed, of all trees, shrubs, grass, and other plants or plant materials, weeding of all plants, planters and other planted areas, staking for support of plants as necessary, and clearance, cleaning and proper disposal of all cuttings, weeds, leaves and other debris, all to at least the condition customarily performed by major first-class Hotel Facilities; and
14. Perform other maintenance as required by Law or the Lease.



Office of the City Manager

CONSENT CALENDAR  
May 26, 2020

To: Honorable Mayor and Members of the City Council  
 From: Dee Williams-Ridley, City Manager  
 Submitted by: Phillip L. Harrington, Director, Department of Public Works  
 Subject: Declaration of Intent - FY 2021 Street Lighting Assessments

RECOMMENDATION

Adopt two Resolutions granting the City Manager the authority to approve the Engineer’s Reports; set a public hearing to be held before the Council of the City of Berkeley at its June 16, 2020 meeting; and authorize the City Clerk to publish Notice of the Public Hearing for FY 2021 Levy of Assessments for Berkeley Street Lighting Assessment District No. 1982-1 and Street Lighting Assessment District 2018.

FISCAL IMPACTS OF RECOMMENDATION

Resolutions would conditionally approve, pending public hearing and final City Council authorization thereafter, the continued levying of assessments in Fiscal Year (FY) 2021 for Berkeley Street Lighting Assessment District No. 1982-1 and Street Lighting Assessment District 2018, collectively referred to herein as the Districts.

The assessments are to be filed with the Alameda County Auditor and included on the County’s assessment roll. After collection by the County the total amount of the assessment minus a county collection fee is paid to the City of Berkeley. The revenue is posted in the Street Light Assessment District Fund (Fund 142).

The City’s Street Lighting Program in FY 2021 has projected expenditures in the amount of \$2,830,382. FY 2021 revenue from proposed street lighting assessment is estimated at \$1,963,202 resulting in a shortfall of approximately \$867,180. This deficit can be covered by the projected available fund balance in the Street Light Assessment District Fund. A summary of FY 2021 revenue, expenditures and fund balances for the assessment districts is shown in Table 1.

**Table 1: FY 2021 Street Light Assessment Fund Forecast**

|                                               |                     |
|-----------------------------------------------|---------------------|
| <b>Estimated Beginning Balance (Fund 142)</b> | <b>\$ 1,380,919</b> |
| <b>Street Lighting Program Expenditures</b>   | <b>\$ 2,830,382</b> |
| <b>Projected Assessments</b>                  |                     |
| Street Light Assessment District 1982-1       | \$ 1,392,551        |
| Street Light Assessment District 2018         | \$ 604,603          |

|                                         |                     |
|-----------------------------------------|---------------------|
| County Collection Fee (1.7%)            | \$ (33,952)         |
| <b>Projected Net Assessments</b>        | <b>\$ 1,963,202</b> |
| <b>Deficit</b>                          | <b>\$ (867,180)</b> |
| <b>Estimated End Balance (Fund 142)</b> | <b>\$ 513,739</b>   |

Allowable annual adjustments of the 2018 District assessment rates are expected to raise revenues over the coming years. Until these rates increase to a level which allows total revenues to fully cover operating expenses, the Street Light Assessment District Fund will continue to incur a deficit, and will require continued use of fund balance or transfers in from other eligible funds to offset operating deficits.

**CURRENT SITUATION AND ITS EFFECTS**

The proposed FY 2021 rates for Assessment District 1982-1 (1982 District) are incorporated into the Engineer’s Report (Attachment 3) and reflect no changes to assessment rates in FY 2021. Accordingly, this action is exempt from the notice, protest, and hearing requirements of State Proposition 218 as set forth in Government Code Section 53753.5 (Article XIII D, Sec. 5). Any increase or change in formula for the assessments would make the annual assessment subject to procedures and approval process of Proposition 218 (Government Code Section 53750-53754). Table 2 details prior year and proposed FY 2021 assessment rates for this district.

**Table 2: Street Lighting Assessment District No. 1982-1 Rate Schedule**

| <b>Rate Category</b>          | <b>Assessment FY 2020</b> | <b>Proposed Assessment FY 2021</b> | <b>Unit</b>      |
|-------------------------------|---------------------------|------------------------------------|------------------|
| Residential and Institutional | \$ 0.0108                 | \$ 0.0108                          | BSF <sup>1</sup> |
| Industrial and Utility        | \$ 0.0216                 | \$ 0.0216                          | BSF              |
| Commercial                    | \$ 0.0432                 | \$ 0.0432                          | BSF              |

The assessment for Street Lighting Assessment District 2018 (2018 District) is subject to an annual adjustment tied to the Consumer Price Index-U for the San Francisco Bay Area as of December of each succeeding year (the “CPI”), with a maximum annual adjustment not to exceed 3%. For the period beginning in December 2018 and ending in December 2019, the CPI increased by 2.45%<sup>2</sup>; therefore the assessment CPI adjustment for Fiscal Year 2021 may not exceed 2.45%. As approved by voters, the total annual adjustment may be calculated by taking the sum of the 1982-1 District assessment and the 2018 District assessment, and multiplying the sum by the allowable CPI increase. Calculating the adjustment in this manner allows for the inclusion of a 1982-1 District adjustment as part of the 2018 District adjustment. The cumulative total

<sup>1</sup> Building Square Footage (BSF)

<sup>2</sup> Bureau of Labor Statistics, Data Series CUUSS49BSA0

adjustment results in 2018 District assessment rate increases of 8 to 8.5% depending on parcel rate category.

These rate increases and the methodology used in their calculation are in accordance with the voter approved measure; therefore the proposed adjustments are exempt from the notice, protest, and hearing requirements of State Proposition 218 as set forth in Government Code Section 53753.5 (Article XII D, Sec. 5). Table 3 details FY 2020 and proposed FY 2021 assessment rates for this district. A detailed calculation of the annual adjustment and the corresponding rate increases are included in the 2018 District Engineer's Report (Attachment 4).

**Table 3: Street Lighting Assessment District 2018 Rate Schedule**

| <b>Rate Category</b>            | <b>Assessment<br/>FY 2020</b> | <b>Proposed<br/>Assessment<br/>FY 2021</b> | <b>Unit</b> |
|---------------------------------|-------------------------------|--------------------------------------------|-------------|
| <b>Residential</b>              |                               |                                            |             |
| Single Family                   | \$ 12.33                      | \$ 13.32                                   | parcel      |
| Multi-Family<5 units            | \$ 9.86                       | \$ 10.66                                   | unit        |
| Multi-Family 5 or more units    | \$ 7.40                       | \$ 7.98                                    | unit        |
| Condominium                     | \$ 9.86                       | \$ 10.66                                   | parcel      |
| Mobile Home                     | \$ 6.16                       | \$ 6.66                                    | unit        |
| Multiple SFR on parcel          | \$ 12.33                      | \$ 13.32                                   | unit        |
| <b>Non-Residential</b>          |                               |                                            |             |
| General Commercial              | \$ 184.88                     | \$ 199.78                                  | acre        |
| Industrial / Warehouse          | \$ 18.49                      | \$ 19.98                                   | acre        |
| Auto Repair                     | \$ 123.25                     | \$ 133.18                                  | acre        |
| Hotel / Motel / Boarding        | \$ 123.25                     | \$ 133.18                                  | acre        |
| Hospital                        | \$ 77.03                      | \$ 83.24                                   | acre        |
| Retirement Home                 | \$ 15.41                      | \$ 16.64                                   | acre        |
| School / Day Care               | \$ 27.73                      | \$ 29.96                                   | acre        |
| Medical / Dental / Vet          | \$ 154.07                     | \$ 166.48                                  | acre        |
| Church                          | \$ 9.24                       | \$ 9.98                                    | acre        |
| Mortuary                        | \$ 3.08                       | \$ 3.32                                    | acre        |
| Recreational                    | \$ 30.81                      | \$ 33.30                                   | acre        |
| Parking / Transportation        | \$ 61.63                      | \$ 66.60                                   | acre        |
| Mini Storage                    | \$ 9.24                       | \$ 9.98                                    | acre        |
| Office                          | \$ 46.22                      | \$ 49.94                                   | acre        |
| Bank                            | \$ 154.07                     | \$ 166.48                                  | acre        |
| Park / Open Space / Agriculture | \$ 0.62                       | \$ 0.66                                    | acre        |
| Vacant                          | <i>Not assessed</i>           |                                            |             |

Revenue from the assessments will provide needed funding for the installation, maintenance, and servicing of public lighting facilities, including but not limited to street lights, traffic signals, and related electrical facilities. The improvements and services provided support the Strategic Plan goals of creating a resilient, safe, connected, and prepared city and of providing state-of-the-art, well-maintained infrastructure, amenities, and facilities.

**BACKGROUND**

The Berkeley Street Lighting Assessment District No. 1982-1 was established under the Landscaping and Lighting Act of 1972 (Streets and Highway Code Section 22620-22631) on July 27, 1982 (Resolution No. 51,449-N.S.)<sup>3</sup>. The Street Lighting Assessment District 2018 was established under the same Act on June 12, 2018 (Resolution No. 68,482-N.S.). The Landscaping and Lighting Act of 1972 requires the City Council to hold a public hearing each year to consider adoption of an annual budget and approve changes to the Engineer's Report, even if assessments are not being increased.

In accordance with the Landscaping and Lighting Act of 1972, the City Council sets a date for a public hearing, and authorizes publication of a notice at least ten days prior to the date of that hearing to allow owners of assessed properties within each district to make an oral or written protest against the annual levy. During the course of, or upon conclusion of the public hearing, City Council may order changes in any of the matters provided in the respective Engineer's Report, including changes in improvements; zones within the assessment district; and the proposed district diagram, or the proposed assessment, as long as any proposed changes are less than the proposed annual levy.

The City's Engineering Division has filed the FY 2021 Engineer's Reports for the assessment districts with the City Clerk. Copies of the Engineer's Reports with FY 2021 assessments are on file as of May 14, 2020, or when the city offices reopen for public business, at the reference desk of the main branch of the Berkeley Public Library, and at the City Clerk's Office.

**ENVIRONMENTAL SUSTAINABILITY**

The City exclusively uses LED (light emitting diode) street lighting. LED lights provide environmental benefits by reducing the level of greenhouse gases emitted; reducing level of toxic materials disposed; maximization of energy and energy cost savings; achieving the City's illumination standards; and minimizing administration costs and staff time for street light maintenance.

**RATIONALE FOR RECOMMENDATION**

The Landscaping and Lighting Act of 1972, under which the Districts were formed, requires a public hearing to be held each year during the course of a regular City Council Meeting to consider adoption of an annual budget and changes to the Engineer's Report. Failing to meet these requirements would prevent the City from collecting assessments for the Districts in FY 2021.

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<sup>3</sup> State of California legislation (Streets & Highways §22500) allows local governmental agencies to form Landscape & Lighting Maintenance Districts. A 1972 Act Landscaping and Lighting District is a flexible tool used by local government agencies to pay for landscaping, lighting and other improvements and services in public areas. It is based on the concept of assessing only those properties that benefit from improvements financed, either directly, or indirectly through increased property values.  
<http://www.californiataxdata.com/pdf/1972LLact.pdf>

CONTACT PERSON

Andrew Brozyna, Deputy Director, Department of Public Works, (510) 981-6396

Nisha Patel, Manager of Engineering/City Engineer, (510) 981-6406

Ricardo Salcedo, Associate Civil Engineer, Public Works, (510) 981-6407

Attachments:

- 1: Resolution – Declaration of Intent – Street Lighting Assessment District 1982-1
- 2: Resolution – Declaration of Intent – Street Lighting Assessment District 2018
- 3: Engineer’s Report - Street Lighting Assessment District 1982-1 Fiscal Year 2021
- 4: Engineer’s Report - Street Lighting Assessment District 2018 Fiscal Year 2021
- 5: Notice of Public Hearing

RESOLUTION NO. ##,###-N.S.

DECLARATION OF INTENT – ASSESSMENTS FOR FY 2021 STREET LIGHTING  
ASSESSMENT DISTRICT 1982-1

WHEREAS, on July 27, 1982, the Council of the City of Berkeley Adopted Resolution No. 51,449–N.S. that completed proceedings to form the Berkeley Street Lighting Assessment District No. 1982-1; and

WHEREAS, pursuant to Chapter III of the Landscaping and Lighting Act of 1972 Street and Highway Code Section 22620-22631, the Department of Public Works, Engineering Division, Engineer of Work for Berkeley Street Lighting Assessment District No. 1982-1, prepared and filed an annual report for levy of annual assessments for Fiscal Year (FY) 2021 with the City Clerk.

NOW THEREFORE, BE IT RESOLVED, the Council of the City of Berkeley approves the Engineer’s Report, dated May 2020, on levy of assessments for FY 2021 for Berkeley Street Lighting Assessment District 1982-1. The area of land to be assessed is located in the City of Berkeley, Alameda County.

BE IT FURTHER RESOLVED, the Council of the City of Berkeley declares its intention to levy and collect assessments within the Berkeley Street Lighting Assessment District 1982-1 for FY 2021.

BE IT FURTHER RESOLVED, the City Clerk shall publish a notice at least ten (10) days prior to the date of the public hearing listing the date, hour, and place of the public hearing for annual levy and collection of assessments in accordance with Streets and Highway Code Sections 22625, 22626, 22552, and 22553 and Section 6061 of the Government Code.

BE IT FURTHER RESOLVED, improvements to be made in this assessment district are generally described as maintenance or servicing of existing and future public lighting facilities, including, but not limited to street lights, traffic signals, and related electrical facilities; and the installation and construction of public lighting including but not limited to grading, clearing, removal of debris, installation and construction of curbs, gutters, walls, sidewalk, paving, irrigation, and drainage as needed for the installation of public lighting or related electrical facilities.

BE IT FURTHER RESOLVED, the annual report for Fiscal Year 2021 for which assessments are to be levied and collected to pay the costs of the improvements described in the report prepared by the Department of Public Works, Engineering Division, in accordance with the Landscaping and Lighting Act of 1972 is filed with the Office of City Clerk. All interested persons are referred to that report for a full and detailed description of improvements, boundaries of the assessment district, and proposed assessments upon assessable lots and parcels of land within the assessment district.

BE IT FURTHER RESOLVED, at 6:00 PM on Tuesday, June 16, 2020 the City Council will conduct a public hearing. The hearing may be held in the School District Board Room located at 1231 Addison Street, Berkeley, CA 94702 or via videoconference pursuant to Governor’s Executive Order N-29-20.



RESOLUTION NO. ##,###-N.S.

DECLARATION OF INTENT – ASSESSMENTS FOR FY 2021 STREET LIGHTING  
ASSESSMENT DISTRICT 2018

WHEREAS, on June 12, 2018, the Council of the City of Berkeley Adopted Resolution No. 68,432–N.S. that completed proceedings to form the Street Lighting Assessment District 2018; and

WHEREAS, pursuant to Chapter III of the Landscaping and Lighting Act of 1972 Street and Highway Code Section 22620-22631, the Department of Public Works, Engineering Division, Engineer of Work for Street Lighting Assessment District 2018, prepared and filed an annual report for levy of annual assessments for Fiscal Year (FY) 2021 with the City Clerk.

NOW THEREFORE, BE IT RESOLVED, the Council of the City of Berkeley approves the Engineer's Report, dated May 2020, on levy of assessments for FY 2021 for Street Lighting Assessment District 2018. The area of land to be assessed is located in the City of Berkeley, Alameda County.

BE IT FURTHER RESOLVED, the proposed annual adjustments of assessments are in compliance with the provisions of Proposition 218 because adjustments are in accordance with adjustment formulas established when the assessment district was formed.

BE IT FURTHER RESOLVED, the Council of the City of Berkeley declares its intention to levy and collect assessments within the Street Lighting Assessment District 2018 for FY 2021.

BE IT FURTHER RESOLVED, the City Clerk shall publish a notice at least ten (10) days prior to the date of the public hearing listing the date, hour, and place of the public hearing for annual levy and collection of assessments in accordance with Streets and Highway Code Sections 22625, 22626, 22552, and 22553 and Section 6061 of the Government Code.

BE IT FURTHER RESOLVED, improvements to be made in this assessment district are generally described as maintenance or servicing of existing and future public lighting facilities, including, but not limited to street lights, traffic signals, and related electrical facilities; and the installation and construction of public lighting, including but not limited to grading, clearing, removal of debris, installation and construction of curbs, gutters, walls, sidewalk, paving, irrigation, and drainage as needed for the installation of public lighting or related electrical facilities.

BE IT FURTHER RESOLVED, the annual report for Fiscal Year 2021 for which assessments are to be levied and collected to pay the costs of the improvements described in the report prepared by the Department of Public Works, Engineering Division, in accordance with the Landscaping and Lighting Act of 1972 is filed with the Office of City Clerk. All interested persons are referred to that report for a full and detailed description of improvements, boundaries of the assessment district, and proposed assessments upon assessable lots and parcels of land within the assessment district.

BE IT FURTHER RESOLVED, on Tuesday, June 16, 2020 the City Council will conduct a public hearing. The hearing may be held in the School District Board Room, 1231 Addison Street, Berkeley, CA 94702 or via videoconference pursuant to Governor's Executive Order N-29-20. The Council will consider all objections or protests, if any, to the proposed assessment. At the public hearing any interested person may present written or oral testimony.

CITY OF BERKELEY

# **STREET LIGHTING ASSESSMENT DISTRICT No. 1982-1**

## **ENGINEER'S REPORT**

on the  
Levy of an Assessment  
for  
Fiscal Year 2021

May 2020

Prepared by

NISHA PATEL, PE  
CITY OF BERKELEY  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

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**BACKGROUND**

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By its Resolution 51,230 N.S., adopted April 6, 1982, the Berkeley City Council initiated proceedings under the provisions of Division 15, Part 2, of the California Streets and Highways Code, entitled “Landscaping and Lighting Act of 1972”. The required public hearing was held on July 20, 1982, at which time the Council ordered the improvements and the formation of the assessment district, and confirmed the diagram and assessment. The district so formed was designated the “City of Berkeley Street Lighting Assessment District 1982-1”. Assessments were levied for the 1983 through 2020 fiscal years.

This report was prepared and filed pursuant to Division 15, Part 2, of the California Streets and Highway Code Section 2250, and is exempt from Government Code Section 53753 since the proposed assessment for FY 2021 will not be increased.

**PLANS AND SPECIFICATIONS**

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The plans and specifications for this assessment district were prepared and filed with the Engineer’s Report for the 1983 fiscal year, which plans and specifications are incorporated herein by this reference thereto.

**METHODOLOGY**

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The benefit to individual parcels within the Assessment District was established in 1982 based on the median light intensity a parcel receives. Parcel’s Land Use Code (LUC) is used to categorize the parcels. The assessment is calculated by multiplying the building square footage on the parcel times the rate of its category. The rate structure has three categories: 1) Residential and Institutional, 2) Industrial, 3) Commercial. An industrial area has twice the median light intensity of a residential area and a commercial area has four times the median light intensity; therefore, the rates are two and four times higher, respectively, than the residential rate. The rates are:

|                               |                                  |
|-------------------------------|----------------------------------|
| Residential and Institutional | \$0.0108/Building Square Footage |
| Industrial and Utility        | \$0.0216/Building Square Footage |
| Commercial                    | \$0.0432/Building Square Footage |

**ESTIMATE OF COSTS**

---

The improvements to be made in this assessment district are generally described as the maintenance or servicing of existing and future public lighting facilities, including, but not limited to street lights, traffic signals, and related electrical facilities; and the installation and construction of public lighting including grading, clearing, removal of debris, installation and construction of curbs, gutters, walls, sidewalks, paving, irrigation, and drainage as needed for the installation of public lighting or related electrical facilities.

An estimate of costs for the maintenance of the improvements is provided in the fiscal year (FY) 2021 Street Light Assessment Fund (Fund 142) forecast provided below. A more detailed breakdown of costs is included as Appendix A.

**Table 1- FY 2021 Street Light Fund Forecast**

|                                                                   |                     |
|-------------------------------------------------------------------|---------------------|
| <b>Estimated Beginning Balance<br/>Street Lighting Fund (142)</b> | <b>\$ 1,380,919</b> |
| <b>Costs</b>                                                      |                     |
| <i>Personnel Costs</i>                                            | \$ 992,071          |
| <i>Non-Personnel Costs</i>                                        |                     |
| <i>Supplies, etc...</i>                                           | \$ 83,627           |
| <i>Debt Service</i>                                               | \$ 370,451          |
| <i>PG&amp;E Electric Costs</i>                                    | \$ 404,137          |
| <i>Infrastructure/Streets</i>                                     | \$ 0                |
| <i>Deferred Capital Maintenance</i>                               | \$ 617,148          |
| <i>Indirect Costs</i>                                             | \$ 112,971          |
| <i>Operating Transfer Out</i>                                     | \$ 12,120           |
| <i>Internal Services</i>                                          | \$ 237,857          |
| <b>Subtotal Non-Personnel Costs</b>                               | <b>\$ 1,838,311</b> |
| <b>Total Costs</b>                                                | <b>\$ 2,830,382</b> |
| <b>Assessments</b>                                                |                     |
| Street Light Assessment District 1982-1                           | \$ 1,392,551        |
| Street Light Assessment District 2018                             | \$ 604,603          |
| County Collection Fee (1.7%)                                      | \$ (33,952)         |
| <b>Net Assessment</b>                                             | <b>\$ 1,963,202</b> |
| <b>Deficit</b>                                                    | <b>\$ (867,180)</b> |
| <b>Estimated End Balance<br/>Street Lighting Fund (142)</b>       | <b>\$ 513,739</b>   |

## **DIAGRAM**

The diagram for this assessment district was prepared and filed with the Engineer's Report for the 1983 fiscal year.

**ASSESSMENT**

---

Except as described below, the assessments to be made against the assessable lots and parcels of land within this assessment district are contained in the "2020 Assessment Roll" for this district, which roll is filed herewith and incorporated herein by this reference thereto.

Said assessment roll filed herewith is based on data contained in the City's 2020 Library Tax tape and the County Assessor's 2020 maps. In the event that data contained in the 2020 Library Tax tape and 2020 maps, when issued, conflict therewith, assessments to be made against the affected parcels for this 2021 Fiscal Year shall be based upon the revised data contained in said 2021 tape and 2021 maps.

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
Nisha Patel, RCE 72491  
Engineer of Work

Filed in the office of the City Clerk of the City of Berkeley, Alameda County, California,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mark Numainville  
City Clerk

Filed in the office of the County Auditor-Controller of Alameda County, California,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Melissa Wilk  
County Auditor-Controller

**APPENDIX A: DETAIL OF STREET LIGHTING COSTS IN FY 2021**

|                                     | Personnel         | Supplies, etc    | Debt Service      | PGE Electric      | Infrastructure/<br>Streets | Deferred<br>Capital/<br>Maintenance | Indirect Costs    | Operating<br>Transfer Out | Internal<br>Services | TOTALS              |
|-------------------------------------|-------------------|------------------|-------------------|-------------------|----------------------------|-------------------------------------|-------------------|---------------------------|----------------------|---------------------|
| Customer Service - 311              |                   |                  |                   |                   |                            |                                     |                   |                           | \$ 30,483            | \$ 30,483           |
| Revenue Collection                  | \$ 19,289         |                  |                   |                   |                            |                                     | \$ 2,205          |                           |                      | \$ 21,494           |
| Financial Admin<br>Services         |                   |                  |                   |                   |                            |                                     |                   | \$ 364                    |                      | \$ 364              |
| Corp Yard<br>Administration         |                   |                  |                   |                   |                            |                                     |                   | \$ 1,091                  |                      | \$ 1,091            |
| General Engineering                 |                   |                  |                   |                   |                            |                                     |                   | \$ 121                    |                      | \$ 121              |
| Communication System<br>Maintenance |                   | \$ 1,000         |                   |                   |                            |                                     |                   |                           |                      | \$ 1,000            |
| Street Lighting<br>Maintenance      | \$ 972,782        | \$ 70,627        | \$ 370,451        | \$ 395,229        |                            | \$ 617,148                          | \$ 110,766        | \$ 10,544                 | \$ 191,238           | \$ 2,738,785        |
| Traffic Signal<br>Maintenance       |                   |                  |                   |                   |                            |                                     |                   |                           |                      | \$ -                |
| Corp Yard Maintenance               |                   | \$ 12,000        |                   | \$ 8,908          |                            |                                     |                   |                           | \$ 16,136            | \$ 37,044           |
| <b>TOTALS</b>                       | <b>\$ 992,071</b> | <b>\$ 83,627</b> | <b>\$ 370,451</b> | <b>\$ 404,137</b> | <b>\$ -</b>                | <b>\$ 617,148</b>                   | <b>\$ 112,971</b> | <b>\$ 12,120</b>          | <b>\$ 237,857</b>    | <b>\$ 2,830,382</b> |



**APPENDIX B: FY 2021 ASSESSMENT ROLL (SORTED BY APN)**

CITY OF BERKELEY

**STREET LIGHTING  
ASSESSMENT DISTRICT 1982-1**

**FY 2021 Assessment Roll  
Listed by  
Assessor's Parcel Number**

May 2020

Engineer's Report with Full Listing of Assessments by Assessor's Parcel Number will be available at the following locations on or after May 14, 2020:

- City Clerk's Office, 2180 Milvia Street, Berkeley, CA 94704
- Main Berkeley Library, Reference Desk, 2090 Kittredge Avenue, Berkeley, CA 94704
- Public Works Engineering Division, 1947 Center Street, 4th Floor, Berkeley, CA 94704

Prepared by

NISHA PATEL, PE  
CITY OF BERKELEY  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

**APPENDIX C: FY 2021 ASSESSMENT ROLL (SORTED BY STREET ADDRESS)**

CITY OF BERKELEY

**STREET LIGHTING  
ASSESSMENT DISTRICT 1982-1**

**FY 2021 Assessment Roll  
Listed by  
Street Address**

May 2020

Engineer's Report with Full Assessments Roll by Street Address will be available at the following locations on or after May 14, 2020:

- *City Clerk's Office, 2180 Milvia Street, Berkeley, CA 94704*
- Main Berkeley Library, Reference Desk, 2090 Kittredge Avenue, Berkeley, CA 94704
- Public Works Engineering Division, 1947 Center Street, 4<sup>th</sup> Floor, Berkeley, CA 94704

Prepared by

NISHA PATEL, PE  
CITY OF BERKELEY  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

**CITY OF BERKELEY**

**APPENDIX D: ASSESSMENT DISTRICT NO. 1982-1 SUMMARY**

| Type         | Rate   | Assessment            |
|--------------|--------|-----------------------|
| Residential  | 0.0108 | \$728,371.44          |
| Commercial   | 0.0432 | \$499,697.72          |
| Industrial   | 0.0216 | \$164,481.38          |
| <b>Total</b> |        | <b>\$1,392,550.54</b> |

CITY OF BERKELEY

# **STREET LIGHTING ASSESSMENT DISTRICT 2018**

## **ENGINEER'S REPORT**

on the  
Levy of an Assessment  
for  
Fiscal Year 2021

May 2020

Prepared by

NISHA PATEL, PE  
CITY OF BERKELEY  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

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## **INTRODUCTION**

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The City of Berkeley (“City”) provides maintenance and servicing of certain publicly-owned streetlights throughout the City. In order to fund the installation, maintenance and operation (the “Services”) of these improvements (“Improvements”), the City formed a city-wide streetlight assessment district in 1982. The district so formed was designated the “City of Berkeley Street Lighting Assessment District 1982-1” (SLAD 1982-1) and assessments have been levied for the 1983 through 2020 fiscal years.

The Street Lighting Assessment District 1982-1 rates have historically failed to generate sufficient revenue to sustain operations of the City’s Street Lighting Program (Program). For a period beginning in FY 2006 the General Fund (011) subsidized the City’s Street Light Assessment Fund (142), but the subsidy was discontinued as part of a City-wide budget balancing measure in FY 2018 when the General Fund faced a deficit. Subsequently, in FY 2018 the City used available Street Lighting Fund balance to cover the operating deficit of the Program.

To establish financial sustainability for the Streetlight Fund and avoid significant reductions in service levels, the City moved forward with the formation a new district, Street Lighting Assessment District 2018 (“SLAD 2018” or “District”). The District would be formed separately and leave the 1982 assessment’s structure in place. By Resolution 68,333 N.S., adopted February 13, 2018, the Berkeley City Council initiated proceedings for the formation of the District pursuant to the provisions of Division 15, Part 2, of the California Streets and Highways Code, entitled “Landscaping and Lighting Act of 1972” (Act). Balloting procedures in accordance with Proposition 218 (Articles XIII C and XIII D of the California Constitution) and pertinent statues, were adopted by Resolution 68,376-N.S. Following tabulation of returned ballots and confirmation of voter approval, Council adopted Resolution 68,482-N.S., dated June 12, 2018, accepting the ballot tabulation results, formally establishing the District, and ordering that assessments be levied. SLAD 2018 assessment have been levied for the 2019 and 2020 fiscal years.

## **PLANS AND SPECIFICATIONS**

The work and Improvements proposed to be undertaken by the City and the cost paid from the levy of the annual assessment provide special benefit to assessor parcels within the District. Consistent with the Act, the Improvements are generally described as follows:

- The installation, maintenance, and servicing of local streetlights in close proximity to certain lots and parcels which provide a direct special benefit to such lots or parcels.
- The installation, maintenance, and servicing of peripheral streetlight structures which provide a special benefit to all the assessable parcels within the District whether or not such parcels are in close proximity to such lighting.
- The installation or construction of public lighting facilities, or the acquisition of any new improvements.

Plans and Specifications for the Improvements for the District are voluminous and are not bound in this Report but by this reference are incorporated and made a part of this Report. The Plans and Specifications are on file in the office of the Public Works Director where they are available for public inspection.

Article XIII D of the California Constitution defines "maintenance and servicing expenses" as, "the cost of rent, repair, replacement, rehabilitation, fuel, power, electrical current, care and supervision necessary to properly operate and maintain a permanent public improvement". The Improvement funding includes, but is not limited to, the removal, repair, replacement or relocation of light standards, poles, bulbs, fixtures and appurtenances, electrical energy, supplies, engineering and incidental costs relating to the maintenance and servicing of the local lighting improvements benefiting the parcels within the District.

The Improvements to be maintained and serviced within the District are to be part of the local streetlight system of the City of Berkeley that confers special benefit to the District's parcels. The specific location of local streetlight Improvements within the City can be found in the Streetlight Condition Assessment by Tanko Lighting, which is on file in the office of the Director of Public Works, where it is available for public inspection.

**FISCAL YEAR 2021 – STREET LIGHT ASSESSMENT FUND FORECAST**

A summary FY 2021 forecast for the Street Light Assessment Fund is provided in the table below.

**Table 1- FY 2021 Street Light Assessment Fund Forecast**

|                                                                   |                     |
|-------------------------------------------------------------------|---------------------|
| <b>Estimated Beginning Balance<br/>Street Lighting Fund (142)</b> | <b>\$ 1,380,919</b> |
| <b>Costs</b>                                                      |                     |
| <i>Personnel Costs</i>                                            | \$ 992,071          |
| <i>Non-Personnel Costs</i>                                        |                     |
| <i>Supplies, etc.</i>                                             | \$ 83,627           |
| <i>Debt Service</i>                                               | \$ 370,451          |
| <i>PG&amp;E Electric Costs</i>                                    | \$ 404,137          |
| <i>Infrastructure/Streets</i>                                     | \$ 0                |
| <i>Deferred Capital Maintenance</i>                               | \$ 617,148          |
| <i>Indirect Costs</i>                                             | \$ 112,971          |
| <i>Operating Transfer Out</i>                                     | \$ 12,120           |
| <i>Internal Services</i>                                          | \$ 237,857          |
| <b>Subtotal Non-Personnel Costs</b>                               | <b>\$ 1,838,311</b> |
| <b>Total Costs</b>                                                | <b>\$ 2,830,382</b> |
| <b>Assessments</b>                                                |                     |
| Street Light Assessment District 1982-1                           | \$ 1,392,551        |
| Street Light Assessment District 2018                             | \$ 604,603          |
| County Collection Fee (1.7%)                                      | \$ (33,952)         |
| <b>Net Assessment</b>                                             | <b>\$ 1,963,202</b> |
| <b>Deficit</b>                                                    | <b>\$ (867,180)</b> |
| <b>Estimated End Balance<br/>Street Lighting Fund (142)</b>       | <b>\$ 513,739</b>   |



## **METHOD OF ASSESSMENT**

---

This section of the Engineer's Report includes an explanation of the benefits derived from the installation, maintenance and servicing of the Improvements throughout the District and the Assessment methodology used to apportion the total Assessment to properties within the District.

The District consists of all assessor parcels within the boundaries as defined by the Assessment Diagram and the parcels identified by the Assessor Parcel Numbers listed with the levy roll included with this Report. The parcel list includes all assessable privately and publicly owned parcels within the boundaries. The method used for apportioning the Assessment is based on the proportional special benefits to be derived by the properties in the District over and above general benefits conferred on real property or to the public at large. The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the Improvements and the second step is to allocate the Assessments to property based on the estimated relative special benefit for each type of property.

## **DISCUSSION OF BENEFIT**

In summary, the Assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. Moreover, such benefit is not based on any one property owner's use of the Improvements or a property owner's specific demographic status. With reference to the requirements for Assessments, Section 22573 of the Act states:

*The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.*

Proposition 218, as codified in Article XIII D of the California Constitution, has confirmed that Assessments must be based on the special benefit to property:

*No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.*

## **SPECIAL BENEFIT**

Street lighting is an optional improvement, not required by state or federal law that is an enhancement over and above requisite infrastructure, and thus is a special benefit. The majority of the benefits of the streetlights are received by the benefited property, with a small portion of the benefits received by the general public on major streets

only. This portion received by the general public is captured and quantified in the following section.

### **Improved Visibility and Safety**

Well maintained, effective street lighting provides special benefit to proximate parcels, within range of the light, because it allows for safer and improved use of the property in the evenings, early morning, and at night. Street lighting provides special benefit because it increases neighborhood safety and, at least indirectly, reduces the likelihood of crime on the proximate parcels. Over time, the Improvements continue to confer a particular and distinct special benefit upon parcels within the District because of the nature of the Improvements. The proper maintenance of the streetlights and appurtenant facilities increases visibility and local human presence and, in many situations, helps reduce property-related crimes, especially vandalism, against assessed properties in the District.

### **Improved Access, Navigation, and Traffic Safety**

Well maintained, effective street lighting enhances ingress, egress and accessibility of all forms to the assessed parcels in the evening, early morning, and at night by increasing visibility. Improved visibility also helps prevent local automobile, bicycle, and pedestrian traffic accidents related to the assessed parcels. This benefit includes a reduction in accidents during non-daylight hours.

### **Improved Community Character and Vitality**

Well maintained, effective street lighting promotes evening and nighttime social interaction of residents and customers of businesses and industry. This creates a positive atmosphere and enhanced community image in the evening and at night for the assessed parcels.

All of the above-mentioned items also contribute to a specific enhancement to each of the parcels within the District. The proximate street lights make each parcel safer, more visible, more accessible, more useful, more valuable and more desirable; and this further strengthens the basis of these Assessments.

## **GENERAL VERSUS SPECIAL BENEFIT**

The proceeds from the Assessments are used to fund the described Improvements and increased levels of maintenance to the other City facilities that serve and benefit the properties in the District. In absence of the Street Lighting Assessment District 2018, such Improvements would not be properly maintained. Therefore, the District's purpose is to ensure that the necessary and beneficial public facilities in the District are properly maintained, operated and repaired over time. The Assessments will ensure that street lighting and associated improvements within and adjacent to the District are functional, well maintained and effective. These public resources directly benefit the property in the District and will confer distinct and special benefits to the properties within the District.

The Improvements and Services are specifically designed, located and created to provide additional and improved resources for property inside the District and not the public at large although the Improvements maintained by the Services may be available to the general public. Other properties that are outside the District do not enjoy the unique proximity and other special benefit factors described previously. These Improvements and Services are of special benefit to properties located within the District because they provide a direct advantage to properties in the District that would not be provided in the absence of the Assessments. Any general benefits to surrounding properties outside of the Assessment District, if any, are collateral and conferred concomitantly.

### **QUANTIFICATION OF GENERAL BENEFIT**

Although the analysis used to support these assessments concludes that the benefits are solely special, as described above, consideration is made for the suggestion that a portion of the benefits are general. General benefits cannot be funded by these assessments. The funding for general benefits must come from other sources.

The maintenance and servicing of these Improvements is also partially funded, directly and indirectly, from other sources, including the City of Berkeley, Alameda County, and the State of California. This funding comes in the form of grants, development fees, special programs, and general funds, as well as direct maintenance and servicing of facilities (e.g. curbs, gutters, streets, drainage systems, etc.). This funding from other sources more than compensates for general benefits, if any, received by the public at large. A more detailed quantification of general benefits is included in the Engineer's Report for Fiscal Year 2018-19. That report is available for public inspection at the Public Works Engineering Division office.

### **METHOD OF ASSESSMENT**

The method used for apportioning the Assessment is based on the proportional special benefits to be received by the properties in the District over and above general benefits conferred on real property or to the public at large. The special benefit factors considered are as follows:

- Improved visibility and safety
- Improved access, navigation and traffic safety
- Improved community character and vitality

Traffic generated to and from a particular parcel is used as the basis to quantify the special benefits received by each parcel. This is used because the amount of traffic generated by a parcel is directly proportional to the relative quantity of benefits it receives. The calculations, described in detail in the Fiscal Year 2018-2019 Engineer's Report, arrive at single-family equivalent ("SFE") rates for each category of parcel. The SFE rate for each rate category is a relative measure of the special benefit received

by each parcel category. It is based on average daily trips<sup>1</sup> adjusted by a darkness factor which accounts for non-operational hours of non-residential parcels. Each rate category is assigned an SFE rate using the following formula.

$$\frac{ADT \times \text{Darkness Factor}}{ADT \text{ for SFR}} = \text{SFE Rate}$$

Where:

- ADT = Average Daily Trips for each parcel category
- ADT for SFR = ADT for single-family residential, which is used as a baseline figure for SFE rate
- SFE Rate = SFEs per unit shown (parcel, [living] units, or acre)

The results of these calculations are summarized in Table 2.

**Table 2 – Single-Family Equivalent Rates**

| Rate Category                   | ADT  | Darkness Factor | Adj ADT | SFE Rate            | Unit   |
|---------------------------------|------|-----------------|---------|---------------------|--------|
| <b>Residential</b>              |      |                 |         |                     |        |
| Single Family                   | 10   | 1               | 10      | 1.00                | parcel |
| Multi-Family<5 units            | 8    | 1               | 8       | 0.80                | unit   |
| Multi-Family 5 or more units    | 6    | 1               | 6       | 0.60                | unit   |
| Condominium                     | 8    | 1               | 8       | 0.80                | parcel |
| Mobile Home                     | 5    | 1               | 5       | 0.50                | unit   |
| Multiple SFR on parcel          | 10   | 1               | 10      | 1.00                | unit   |
| <b>Non-Residential</b>          |      |                 |         |                     |        |
| General Commercial              | 600  | 0.25            | 150     | 15.00               | acre   |
| Industrial / Warehouse          | 60   | 0.25            | 15      | 1.50                | acre   |
| Auto Repair                     | 400  | 0.25            | 100     | 10.00               | acre   |
| Hotel / Motel / Boarding        | 200  | 0.5             | 100     | 10.00               | acre   |
| Hospital                        | 250  | 0.25            | 62.5    | 6.25                | acre   |
| Retirement Home                 | 50   | 0.25            | 12.5    | 1.25                | acre   |
| School / Day Care               | 90   | 0.25            | 22.5    | 2.25                | acre   |
| Medical / Dental / Vet          | 500  | 0.25            | 125     | 12.50               | acre   |
| Church                          | 30   | 0.25            | 7.5     | 0.75                | acre   |
| Mortuary                        | 10   | 0.25            | 2.5     | 0.25                | acre   |
| Recreational                    | 100  | 0.25            | 25      | 2.50                | acre   |
| Parking / Transportation        | 200  | 0.25            | 50      | 5.00                | acre   |
| Mini Storage                    | 30   | 0.25            | 7.5     | 0.75                | acre   |
| Office                          | 300  | 0.125           | 37.5    | 3.75                | acre   |
| Bank                            | 1000 | 0.125           | 125     | 12.50               | acre   |
| Park / Open Space / Agriculture | 2    | 0.25            | 0.5     | 0.05                | acre   |
| Vacant                          |      |                 |         | <i>not assessed</i> |        |

<sup>1</sup> Average trip generation rates used for Assessment calculation are based on trip generation rates published by the San Diego Association of Governments.

The SFE rates derived in Table 2 are then applied to each individual parcel according to its rate category and the number of units or the lot acreage as applicable. For large, multi-family parcels with more than 100 units, the trip generation tends to increase less with additional units because of the density and number of residents who use public transportation or non-motorized modes of transportation. There, the units in excess of 100 are computed at one-tenth the rate. Similarly, with non-residential parcels in excess of five acres, the trip generation tends to increase less with size. There, acres (or portions thereof) are also computed at one-tenth the rate. A summary of these calculations is shown in Table 3.

**Table 3 – Summary of SFEs by Category**

| Rate Category                    | SFE Rate | No. of Parcels | Parcels or Units or Acres | SFEs              |
|----------------------------------|----------|----------------|---------------------------|-------------------|
| <b>Residential</b>               |          |                |                           |                   |
| Single Family                    | 1.00     | 17,466         | 17,466                    | 17,466.000        |
| Multi-Family<5 units             | 0.80     | 3,429          | 9,074                     | 7,259.200         |
| Multi-Family 5 or more units*    | 0.60     | 1,449          | 24,577                    | 12,383.700        |
| Condominium                      | 0.80     | 2,427          | 2,427                     | 1,941.600         |
| Mobile Home                      | 0.50     | 2              | 2                         | 1.000             |
| Multiple SFR on parcel           | 1.00     | 689            | 1,448                     | 1,448.000         |
| <b>Non-Residential</b>           |          |                |                           |                   |
| General Commercial*              | 15.00    | 781            | 184.28                    | 2764.200          |
| Industrial / Warehouse*          | 1.50     | 394            | 258.15                    | 346.941           |
| Auto Repair                      | 10.00    | 121            | 29.78                     | 297.800           |
| Hotel / Motel / Boarding         | 10.00    | 49             | 18.11                     | 181.100           |
| Hospital                         | 6.25     | 9              | 13.15                     | 82.188            |
| Retirement Home                  | 1.25     | 2              | 0.46                      | 0.575             |
| School / Day Care*               | 2.25     | 106            | 180.87                    | 331.992           |
| Medical / Dental / Vet           | 12.50    | 105            | 15.87                     | 198.375           |
| Church                           | 0.75     | 102            | 40.91                     | 30.683            |
| Mortuary                         | 0.25     | 1              | 0.11                      | 0.028             |
| Recreational*                    | 2.50     | 32             | 55.20                     | 82.155            |
| Parking / Transportation         | 5.00     | 123            | 44.11                     | 220.550           |
| Mini Storage                     | 0.75     | 8              | 7.51                      | 5.633             |
| Office*                          | 3.75     | 230            | 77.72                     | 285.139           |
| Bank                             | 12.50    | 17             | 4.83                      | 60.375            |
| Park / Open Space / Agriculture* | 0.05     | 93             | 206.08                    | 6.713             |
| Vacant                           |          |                | <i>not assessed</i>       |                   |
| <b>TOTALS</b>                    |          |                |                           | <b>45,393.945</b> |

\* Categories where some parcels are over the size threshold (100 units for MFR and 5 acres for non-residential) and excess units are charged at reduced rates.

To arrive at the Assessment amount for a single-family equivalent (SFE), the total Assessment to be collected must be divided by the total SFEs in the District. The calculation is represented by the following formula;

$$\frac{\text{Total Assessments to be Collected}}{\text{Total SFEs}} = \text{Assessment per SFE}$$

The formula above can be modified to incorporate the annual adjustment. Per the Annual Assessment Increase section of this report, the assessment is subject to annual increase based upon the sum of the 1982 and 2018 assessments. The formula can be rewritten as follows:

$$\frac{2018 \text{ Assmt in FY 20} + (1982 \text{ Assmt in FY 20} + 2018 \text{ Assmt in FY 20}) \times (\% \text{ Increase})}{\text{Total SFEs}} = \text{Assmt per SFE in FY 21}$$

Where:

- 2018 Assmt in FY 20 = \$556,843
- 1982 Assmt in FY 20 = \$1,392,551
- % Increase = 2.45 (See Annual Assessment Increase section on next page)
- Total SFEs = 45,393.945 (From Table 3)

Substituting numbers:

$$\frac{\$556,843 + (\$1,392,551 + \$556,843) \times (0.0245)}{45,393.945} = \$13.32 \text{ per SFE}$$

**Table 4 – Assessment Rate Schedule**

| Rate Category                   | SFE Rate | Assessment 2018-2019 | Proposed Assessment 2019-2020 | Unit   |
|---------------------------------|----------|----------------------|-------------------------------|--------|
| <b>Residential</b>              |          |                      |                               |        |
| Single Family                   | 1.00     | \$ 12.33             | \$ 13.32                      | parcel |
| Multi-Family<5 units            | 0.80     | \$ 9.86              | \$ 10.66                      | unit   |
| Multi-Family 5 or more units    | 0.60     | \$ 7.40              | \$ 7.98                       | unit   |
| Condominium                     | 0.80     | \$ 9.86              | \$ 10.66                      | parcel |
| Mobile Home                     | 0.50     | \$ 6.16              | \$ 6.66                       | unit   |
| Multiple SFR on parcel          | 1.00     | \$ 12.33             | \$ 13.32                      | unit   |
| <b>Non-Residential</b>          |          |                      |                               |        |
| General Commercial              | 15.00    | \$ 184.88            | \$ 199.78                     | acre   |
| Industrial / Warehouse          | 1.50     | \$ 18.49             | \$ 19.98                      | acre   |
| Auto Repair                     | 10.00    | \$ 123.25            | \$ 133.18                     | acre   |
| Hotel / Motel / Boarding        | 10.00    | \$ 123.25            | \$ 133.18                     | acre   |
| Hospital                        | 6.25     | \$ 77.03             | \$ 83.24                      | acre   |
| Retirement Home                 | 1.25     | \$ 15.41             | \$ 16.64                      | acre   |
| School / Day Care               | 2.25     | \$ 27.73             | \$ 29.96                      | acre   |
| Medical / Dental / Vet          | 12.50    | \$ 154.07            | \$ 166.48                     | acre   |
| Church                          | 0.75     | \$ 9.24              | \$ 9.98                       | acre   |
| Mortuary                        | 0.25     | \$ 3.08              | \$ 3.32                       | acre   |
| Recreational                    | 2.50     | \$ 30.81             | \$ 33.30                      | acre   |
| Parking / Transportation        | 5.00     | \$ 61.63             | \$ 66.60                      | acre   |
| Mini Storage                    | 0.75     | \$ 9.24              | \$ 9.98                       | acre   |
| Office                          | 3.75     | \$ 46.22             | \$ 49.94                      | acre   |
| Bank                            | 12.50    | \$ 154.07            | \$ 166.48                     | acre   |
| Park / Open Space / Agriculture | 0.05     | \$ 0.62              | \$ 0.66                       | acre   |
| Vacant                          |          | <i>Not assessed</i>  |                               |        |

## **ANNUAL ASSESSMENT INCREASE**

The District assessment is subject to an annual adjustment tied to the San Francisco-Oakland-Hayward Consumer Price Index-U as of December of each succeeding year ("CPI"), with a maximum annual adjustment not to exceed 3%. The maximum authorized rate is equal to the maximum rate in the first fiscal year the Assessment was approved adjusted annually by the lower of either 3% or the increase in the CPI. In order for the City's dedicated Streetlight Fund revenue sources to satisfy cost requirements into the future, the annual adjustment for each property may be calculated based upon the sum of the SLAD 1982-1 assessment and the SLAD 2018 assessment. This adjustment methodology was presented to property owners in the District and approved by the property owner balloting in 2018.

From the period beginning in December 2018 and ending in December 2019, the CPI increased by 2.45%; therefore the assessment adjustment for Fiscal Year 2021 may not exceed 2.45%.

## **DURATION OF ASSESSMENT**

The assessments may be continued every year after their formation, so long as the public Improvements need to be maintained and improved and the City requires funding from the assessments for these Improvements in the District. Assessments can continue to be levied annually after the City Council approves an annually updated Engineer's Report, budget for the Assessment, Improvements to be provided and other specifics of the Assessment. In addition, the City Council must hold an annual public hearing to continue the Assessment.

## **APPEALS AND INTERPRETATION**

Any property owner who feels that the Assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the City of Berkeley Public Works department. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the City of Berkeley City Engineer or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Engineer or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City Engineer or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City Engineer or her or his designee shall be referred to the Public Works Director and the decision of the Public Works Director shall be final.

**ASSESSMENT STATEMENT**

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The amount to be paid for the Improvements and the expense incidental thereto to be paid by the City of Berkeley Street Lighting Assessment District 2018 for the fiscal year 2021 are generally as listed in Table 1.

As required by the Act, an Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of the City of Berkeley Streetlight Assessment District 2018. The distinctive number of each parcel or lot of land in the City of Berkeley Streetlight Assessment District 2018 is its Assessor Parcel Number appearing on the Assessment Roll.

And I do hereby assess and apportion the net amount of the cost and expenses of the Improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within the City of Berkeley Street Lighting Assessment District 2018, in accordance with the special benefits to be received by each parcel or lot, from the Improvements, and more particularly set forth in the cost estimate and method of assessment hereto attached and by reference made a part hereof.

The Assessments are made upon the parcels or lots of land within the City of Berkeley Street Lighting Assessment District 2018 in proportion to the special benefits to be received by the parcels or lots of land from the Improvements.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Alameda for the fiscal year 2020. For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2021 for each parcel or lot of land within the City of Berkeley Street Lighting Assessment District 2018.

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
Nisha Patel, RCE 72491  
Engineer of Work



Filed in the office of the City Clerk of the City of Berkeley, Alameda County, California,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020

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Mark Numainville  
City Clerk

Filed in the office of the County Auditor-Controller of Alameda County, California, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2020.

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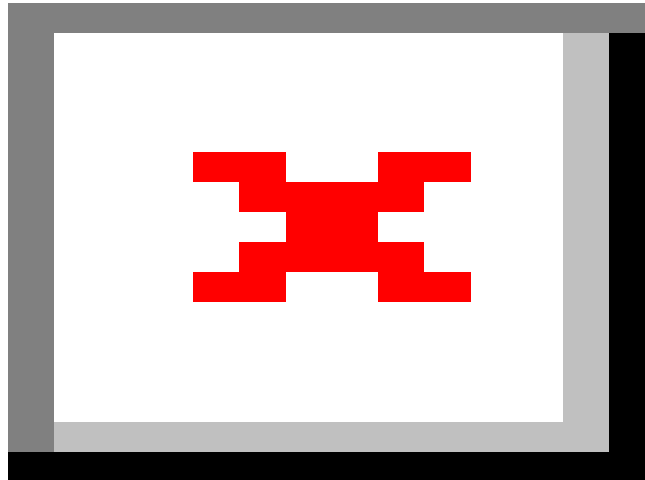
Melissa Wilk  
County Auditor-Controller

**DIAGRAM**

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The boundaries of the City of Berkeley Streetlight Maintenance Assessment Districts and Annexations are displayed on the Assessment Diagram below.

*Figure 1 – Assessment Diagram*



CITY OF BERKELEY

**STREET LIGHTING  
ASSESSMENT DISTRICT 2018**

**FY 2021 Assessment Roll  
Listed by  
Assessor's Parcel Number**

May 2020

Engineer's Report with Full Listing of Assessments by Assessor's Parcel Number is available at the following locations on or after May 14, 2020:

- City Clerk's Office, 2180 Milvia Street, Berkeley, CA 94704
- Main Berkeley Library, Reference Desk, 2090 Kittredge Avenue, Berkeley, CA 94704
- Public Works Engineering Division, 1947 Center Street, 4th Floor, Berkeley, CA 94704

Prepared by

NISHA PATEL, PE  
CITY OF BERKELEY  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

CITY OF BERKELEY

**STREET LIGHTING  
ASSESSMENT DISTRICT 2018**

**FY 2021 Assessment Roll  
Listed by  
Street Address**

May 2020

Engineer's Report with Full Assessments Roll by Street Address is available at the following locations on or after May 14, 2020:

- City Clerk's Office, 2180 Milvia Street, Berkeley, CA 94704
- Main Berkeley Library, Reference Desk, 2090 Kittredge Avenue, Berkeley, CA 94704
- Public Works Engineering Division, 1947 Center Street, 4<sup>th</sup> Floor, Berkeley, CA 94704

Prepared by

NISHA PATEL, PE  
CITY OF BERKELEY  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

**NOTICE OF PUBLIC HEARING  
BERKELEY CITY COUNCIL  
STREET LIGHTING ASSESSMENTS**

**Berkeley Street Lighting Assessment District 1982-1:**

No increase is proposed for Street Lighting Assessment District 1982-1 rates in FY 2021. The assessment rates will remain as follows:

| <b>Rate Category</b>          | <b>Assessment Rate</b> | <b>Unit</b> |
|-------------------------------|------------------------|-------------|
| Residential and Institutional | \$ 0.0108              | Bldg. Sf    |
| Industrial                    | \$ 0.0216              | Bldg. Sf    |
| Commercial                    | \$ 0.0432              | Bldg. Sf    |

Assessments under this district are determined by building square footage and rates.

**Street Lighting Assessment District 2018:**

In accordance with the voter-approved measure, Street Lighting Assessment District 2018 is subject to an annual assessment adjustment equal to the annual change in the Bay Area Consumer Price Index (CPI), up to a maximum of 3%. For the period beginning in December 2018 and ending in December 2019, the CPI increased by 2.45%; therefore the CPI assessment adjustment for Fiscal Year 2021 is limited to 2.45%. As approved by voters, the total annual adjustment may be calculated by taking the sum of the 2018 District assessment and the Berkeley Street Lighting Assessment District 1982-1 assessment, and multiplying the sum by the allowable CPI increase. Calculating the adjustment in this manner allows for the inclusion of a 1982-1 District adjustment as part of the 2018 District adjustment. The cumulative total adjustment results in 2018 District assessment rate increases of 8 to 8.5% depending on parcel rate category. Detailed calculations of the annual adjustment and the corresponding rate increases are included in the Street Lighting Assessment District 2018 Engineer's Report for FY 2021<sup>1</sup>. The proposed assessment rates are summarized below.

| <b>Rate Category</b>         | <b>Assessment 2018-2019</b> | <b>Proposed Assessment 2019-2020</b> | <b>Unit</b> |
|------------------------------|-----------------------------|--------------------------------------|-------------|
| <b>Residential</b>           |                             |                                      |             |
| Single Family                | \$ 12.33                    | \$ 13.32                             | parcel      |
| Multi-Family<5 units         | \$ 9.86                     | \$ 10.66                             | unit        |
| Multi-Family 5 or more units | \$ 7.40                     | \$ 7.98                              | unit        |
| Condominium                  | \$ 9.86                     | \$ 10.66                             | parcel      |
| Mobile Home                  | \$ 6.16                     | \$ 6.66                              | unit        |
| Multiple SFR on parcel       | \$ 12.33                    | \$ 13.32                             | unit        |
| <b>Non-Residential</b>       |                             |                                      |             |
| General Commercial           | \$ 184.88                   | \$ 199.78                            | acre        |
| Industrial / Warehouse       | \$ 18.49                    | \$ 19.98                             | acre        |
| Auto Repair                  | \$ 123.25                   | \$ 133.18                            | acre        |

<sup>1</sup> Copies of the Engineer's Report are on file at the main branch of the Berkeley Public Library and at the City Clerk's Office.

|                                 |                     |           |      |
|---------------------------------|---------------------|-----------|------|
| Hotel / Motel / Boarding        | \$ 123.25           | \$ 133.18 | acre |
| Hospital                        | \$ 77.03            | \$ 83.24  | acre |
| Retirement Home                 | \$ 15.41            | \$ 16.64  | acre |
| School / Day Care               | \$ 27.73            | \$ 29.96  | acre |
| Medical / Dental / Vet          | \$ 154.07           | \$ 166.48 | acre |
| Church                          | \$ 9.24             | \$ 9.98   | acre |
| Mortuary                        | \$ 3.08             | \$ 3.32   | acre |
| Recreational                    | \$ 30.81            | \$ 33.30  | acre |
| Parking / Transportation        | \$ 61.63            | \$ 66.60  | acre |
| Mini Storage                    | \$ 9.24             | \$ 9.98   | acre |
| Office                          | \$ 46.22            | \$ 49.94  | acre |
| Bank                            | \$ 154.07           | \$ 166.48 | acre |
| Park / Open Space / Agriculture | \$ 0.62             | \$ 0.66   | acre |
| Vacant                          | <i>Not assessed</i> |           |      |

Assessments under the 2018 District are generally determined by the number of parcels, units or acres, as applicable to each parcel category, and the associated rate category.

**Public Hearing Information**

The hearing will be held on, June 16, 2020 at 6:00 p.m. at a regular council meeting. The hearing may be held in the School District Board Room, 1231 Addison Street, Berkeley, CA 94702 or via videoconference pursuant to Governor’s Executive Order N-29-20. The Council will consider all objections or protests, if any, to the proposed assessment. At the public hearing any interested person may present written or oral testimony.

A copy of the agenda material for this hearing will be available on the City’s website at [www.cityofberkeley.info](http://www.cityofberkeley.info) as of June 4, 2020.

FY 2021 Assessment Rolls for both street lighting districts will be available at the City Clerk’s Office at 2180 Milvia Street, 1<sup>st</sup> Floor, and at the main Public Library, 2090 Kittredge Street, Berkeley, CA, when the city offices reopen for public business.

Written comments should be mailed directly to the City Clerk, 2180 Milvia Street, Berkeley, CA 94704, or emailed to [council@cityofberkeley.info](mailto:council@cityofberkeley.info) in order to ensure delivery to all Councilmembers and inclusion in the agenda packet.

For further information, please contact Nisha Patel, Manager of Engineering at (510) 981-6406 or Ricardo Salcedo, Associate Civil Engineer at (510) 981-6407.

**Published:** On or before June 5, 2020

City Clerk shall publish a notice at least 10 days prior to the date of the public hearing with the date, hour, and place of the public hearing for annual levy and collection of assessments in accordance with Streets and Highway Code Sections 22625, 22626, 22552, and 22553 and Section 6061 of the Government Code.



I hereby certify that the Notice for this Public Hearing of the Berkeley City Council was posted on the display case located near the walkway in front of the Maudelle Shirek Building at 2134 Martin Luther King Jr. Way, as well as on the City's website, on or before June 5, 2020.

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Mark Numainville, City Clerk







Office of the City Manager

CONSENT CALENDAR  
May 26, 2020

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Phillip L. Harrington, Director, Department of Public Works

Subject: Contract Amendment No. 31900055: Community Conservation Centers, Inc. for Processing and Marketing Services of Recyclable Materials

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to amend and extend Contract No. 31900055 with Community Conservation Centers, Inc. for the Processing and Marketing of Recyclable Materials, which includes curbside collected, residential drop-off and buyback materials, for one (1) year through June 30, 2021, with an increase of \$2,100,000 for a revised Contract not to exceed amount of \$6,100,000.

FISCAL IMPACTS OF RECOMMENDATION

Funding for this contract is subject to appropriation in the Zero Waste Fund (601) via the FY 2021 Annual Appropriation Ordinance (AAO1).

The current Contract total not to exceed amount of \$4,000,000 includes a Contract amount of \$2,441,537 (operations) and a Capital and Maintenance contingency in the amount of \$939,998. This Contract Amendment not to exceed amount of \$2,100,000 would increase the Contract's total amount not to exceed of \$6,100,000.

CURRENT SITUATION AND ITS EFFECTS

On January 22, 2018, the City Council authorized (Resolution No. 68,735 - N.S.) the City Manager to execute a contract with Community Conservation Centers, Inc. (CCC) for the sorting and marketing of the City's curbside collected, California Redemption Value containers and residential dropped-off recyclable materials by both the City and its contracted non-profit collection vehicles. This Contract is due to expire on June 30, 2020.

Given the City's Public Health Officer's Shelter in Place Orders, dated March 16 and 31, 2020 and current and for the foreseeable future business and market place conditions, it will be problematic for the City to solicit and have a contractor in place to assume the Berkeley Recycling operations commencing July 1, 2020. Therefore, extending the current Contract and its Scope of Services and Payments will ensure processing and

marketing of the City's recyclables materials, which includes curbside collection, residential drop-off and buyback materials, will continue with no or minimal disruption to residential and commercial curbside collection; residential drop off and buyback center operations.

This contract amendment supports the City's Strategic Plan Goal of being a global leader in addressing climate change, advancing environmental justice, and protecting the environment

#### BACKGROUND

On January 22, 2018, the City Council authorized (Resolution No. 68,735 – N.S.) the City Manager to execute a contract with CCC for the sorting and marketing of the City's curbside collected, California Redemption Value containers and residential dropped-off recyclable materials by both the City and its contracted non-profit collection vehicles. This Contract is due to expire on June 30, 2020. Another component of the Resolution, CCC was no longer obliged to remit \$1,123,591.87 to the City in the past contract revenue sharing agreement.

CCC, a non-profit organization, operates the City's Materials Recovery Facility (MRF) which provides recyclable materials sorting and marketing services to: Berkeley community members, surrounding communities, and the City's commercial and residential curbside dual stream (fibers; and metal, glass, aluminum, and plastic containers collected separately) collection programs. CCC also manages as part of the City's Berkeley Recycle operation, a Container Redemption Value (CRV) program at the buyback center. CCC's operation sorts, bales and markets approximately 16,000 tons of recyclables annually.

#### ENVIRONMENTAL SUSTAINABILITY

The services provided by CCC are consistent with the City of Berkeley's 2009 Climate Action Plan, 2005 Zero Waste Goal, and long-standing commitment to protect the environment. In support of these goals, CCC's operation supports highest and best use of recyclable material and assists the City's Recycling Program to minimize the volume of potential recyclable materials sent to landfills.

#### RATIONALE FOR RECOMMENDATION

The contract is essential to continue the materials recovery and recycling processing services currently provided by CCC.

#### ALTERNATIVE ACTIONS CONSIDERED

None.

#### CONTACT PERSON

Greg Apa, Solid Waste & Recycling Manager, Zero Waste Division (510) 981-6359

Amendment Contract No.31900055  
Community Conservation Centers, Inc.  
for the Processing and Marketing of  
Recyclable Materials

CONSENT CALENDAR  
May 26, 2020

Attachments:  
1: Resolution

RESOLUTION NO. ##,###-N.S.

AMENDMENT CONTRACT NO. 31900055 – COMMUNITY CONSERVATION  
CENTERS, INC. FOR PROCESSING AND MARKETING OF RECYCLABLE  
MATERIALS

WHEREAS, the City recognizes that given current Bay Area County and City's Public Health Officers' Shelter in Place Orders and the impact this has had and will have on local and regional businesses, this Contract extension will provide and ensure the continuation of this essential services for the processing and marketing of recyclable materials for both residential and commercial customers,

WHEREAS, on January, 22, 2018, Resolution No. 68,735 – N.S., City Council authorized funds in the amount of \$4,000,000 for the Processing and Marketing of Recyclable Materials, that include curbside collected, residential drop-off and buyback materials, December 1, 2018 through June 30, 2020.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute Amendment to Contract No. 31900055 with Community Conservation Centers, Inc. to provide recyclables processing and marketing services including rigid mixed plastics for \$2,100,000 and a total Contract amount not to exceed \$6,100,000 for the period from December 1, 2018 to June 30, 2021. A record signature copy of said amendment to be on file in the Office of the City Clerk.



Office of the City Manager

CONSENT CALENDAR  
May 26, 2020

To: Honorable Mayor and Members of the City Council  
From: Dee Williams-Ridley, City Manager  
Submitted by: Phillip L. Harrington, Director, Department of Public Works  
Subject: Contract No. 10661A Amendment: SKIDATA, Inc. (formerly Sentry Control Systems) for Parking Access and Revenue Control System Maintenance Services and Warranties

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 10661A with SKIDATA, Inc. (formerly Sentry Control Systems) to provide maintenance services and warranties for parking access and revenue control system equipment, increasing the contract amount by \$111,150 for a total not-to-exceed amount of \$1,335,257.

FISCAL IMPACTS OF RECOMMENDATION

Funding for the contract amendment through FY 2024 of the SKIDATA Parking Access and Revenue Control System (PARCS) is subject to appropriation in the FY 2021 and FY 2022 budget in the Off-Street Parking Fund (Fund 627).

|                               |             |
|-------------------------------|-------------|
| Current contract amount ..... | \$1,224,107 |
| Amended contract amount ..... | \$ 111,150  |
| Total NTE                     | \$1,335,257 |

CURRENT SITUATION AND ITS EFFECTS

The City entered into its current contract with SKIDATA, Inc. (formerly Sentry Control Systems) on July 1, 2017 via Resolution No. 68,009-N.S.<sup>1</sup> and amended the contract on September 14, 2017 to provide equipment upgrades associated with the new Center Street Garage. This contract is currently set to expire June 30, 2022.

This contract amendment includes funding for necessary replacement parts for existing PARCS equipment (purchased in 2012), a Windows 10 software upgrade and other software upgrades, and adds coverage for the Center Street Garage’s new parking guidance system.

<sup>1</sup> May 30, 2017 City Council Agenda: <https://bit.ly/2XOGGvp>

BACKGROUND

In March 2012, based on a recommendation from the City Auditor to fully automate the garage revenue system, the City purchased SKIDATA PARCS equipment for its three public parking garages: Oxford Garage, Telegraph Channing Garage, and Center Street Garage. Sentry Control Systems (now a subsidiary of SKIDATA, Inc.) installed and currently maintains the revenue system, and provides periodic Payment Card Industry (PCI) compliance upgrades.

ENVIRONMENTAL SUSTAINABILITY

As part of the goBerkeley demand-responsive parking program, the City's three parking garages play an important role in improving parking availability and reducing congestion in the Downtown Berkeley and Southside/Telegraph areas. The Center Street Garage's color-coded parking guidance system improves customers' ability to find open spaces in the facility, helping to reduce greenhouse gas emissions from vehicles searching for available spots.

RATIONALE FOR RECOMMENDATION

PARCS equipment in the City's three public parking facilities is now eight years old, and in need of routine parts replacement. Additionally, there is a mixture of old and new PARCS equipment in the new Center Street Garage, including the new parking guidance system that requires enactment of a service maintenance agreement. This contract amendment also provides funding for maintaining the new system.

ALTERNATIVE ACTIONS CONSIDERED

The City assumes a ten-year lifespan for parking control equipment. Extending the contract term by two years through FY 2024 would allow staff ample time to issue a Request for Proposals (RFP) for replacement PARCS equipment, while keeping existing equipment well-maintained. However, due to financial constraints resulting from the COVID-19 crisis, staff have instead recommended the most basic adjustments needed to maintain existing equipment through the current Contract expiration date.

CONTACT PERSON

Farid Javandel, Manager, Transportation Division (510) 981-7061  
Danette Perry, Manager, Parking Services (510) 981-7057

Attachment:  
1: Resolution

RESOLUTION NO. ##,###-N.S.

CONTRACT NO. 10661A AMENDMENT: SKIDATA, INC. (FORMERLY SENTRY CONTROL SYSTEMS) FOR MAINTENANCE AND WARRANTIES

WHEREAS, the City of Berkeley owns and operates three public parking facilities with automated entry/exit and payment capabilities; and

WHEREAS, the City of Berkeley is currently under contract with SKIDATA, Inc. (formerly Sentry Control Systems) to install and maintain the Parking Access and Revenue Control System (PARCS) at the three facilities; and

WHEREAS, Contract No. 10661 was executed July 1, 2017 as authorized by Resolution No. 68,009-N.S., was subsequently amended on September 14, 2017 to include maintenance and extended warranties, and will expire June 30, 2022; and

WHEREAS, PARCS equipment in the City's three public parking facilities is now eight years old and in need of routine parts replacement.; and

WHEREAS, the new parking guidance system in the Center Street Garage is currently not covered under the City's PARCS maintenance and warranty agreement; and

WHEREAS, funding for maintenance and warranties of existing equipment and the new parking guidance system through FY 2022 is subject to appropriation in each fiscal year of the contract term in the Off-Street Parking Fund (Fund 627).

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute an amendment to Contract No. 10661A with SKIDATA, Inc. (formerly Sentry Control Systems) to provide maintenance services and warranties for parking access and revenue control system equipment, increasing the contract amount by \$111,150 for a total not-to-exceed amount of \$1,335,257.







Office of the City Manager

CONSENT CALENDAR  
May 26, 2020

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Phillip Harrington, Director, Public Works

Subject: Contract No. 10145 Amendment: IPS Group, Inc. for Parking Meter Operations

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to amend Contract No.10145 with IPS Group, Inc. to provide parking meters, replacement parts, and support services, increasing the contract amount by an additional \$1,513,540 for a total contract amount not to exceed \$7,033,457 through June 30, 2022.

FISCAL IMPACTS OF RECOMMENDATION

The total cost of the amendment is \$1,513,540 which includes parking meters, replacement parts, supplies, wireless data connection fees, system licenses, and repair services to maintain the City's parking meter system for two years. The funding source for the amendment is the Parking Meter Fund (Fund 631). Funding for this contract amendment will be appropriated in the FY 2021 budget in the amount of \$925,500, for necessary upgrades to cellular modems, and in the FY 2022 budget is subject to appropriation in the amount of \$588,040.

CURRENT SITUATION AND ITS EFFECTS

The City uses approximately 2,200 single-space parking meters and 230 multi-space pay stations supplied by IPS Group, Inc. to manage public on-street parking in commercial districts throughout the City. IPS "smart" meters accept coin and credit card payments, and are equipped with T-Mobile and Verizon modems allowing them to connect to cellular networks to receive programming and send transaction-related information. Staff retrieve transaction data and program meters via a web-based software operating system that is maintained by the vendor.

Since 2019, staff has been replacing the single space meters' original 2G modems with upgraded 4G modems. 2G connections are very slow, and outmoded: T-Mobile and Verizon are phasing out their 2G networks by the end of calendar year 2020. As this report is being written, only one-eighth of single space meters have received new modems. The 4G upgrades are needed to support all meter functionality, including: all payment/revenue transactions, setting rates and time limits, and alerting staff to malfunctions. Without the upgrades, these activities will not be possible.

In November 2015, the City entered into a contract with IPS Group, Inc. which was authorized by Resolution No. 67,093-N.S<sup>1</sup>. With a total not-to-exceed amount of \$5,519,917, the contract includes funding for multi-space and single space meters, parts, supplies, and fees for wireless data connections, system licenses, software escrow, and warranties. The contract is currently set to expire on June 30, 2020.

Council approval is needed to amend the contract with IPS Group, which will authorize enough funding to continue critical modem upgrades and maintain services through June 30, 2022, by which time staff anticipates a new Request for Proposals (RFP) process for parking meters will be completed on schedule.

### BACKGROUND

The City has used IPS “smart” coin and credit card meters since December 2010, when they were introduced via the grant-funded Berkeley Transportation Action Plan (B-TAP) to facilitate demand-responsive pricing and time limit adjustments.<sup>2</sup> The B-TAP pilot project was later renamed the goBerkeley parking management program, and became a permanent baseline program in 2015.

The City expanded the use of IPS single-space meters in 2011, and by the end of 2014, IPS meters were installed citywide. As part of the existing contract, IPS multi-space pay stations were installed in 2015. Since its initial use in Berkeley, the equipment has been a cost-effective parking management mechanism, positively impacting operations by making it easier for customers to pay for parking while improving the integrity of parking data for staff. The City assumes a ten-year operable lifespan for single-space meters, and seven years for pay stations which will need replacement beginning 2022.

### ENVIRONMENTAL SUSTAINABILITY

Both parking meter types are powered by environmentally friendly solar panels and a combination rechargeable and back-up battery pack. The pay stations include sensors that conserve battery life from the LED lighting that is illuminated with detection of customer presence or when a transaction is initiated. Additionally, proximity sensors in pay stations will “awaken” a meter upon a customer’s arrival, thereby maximizing power efficiency.

### RATIONALE FOR RECOMMENDATION

The IPS parking meter system, including single-space meters and pay stations, the web-based meter programming software, replacement parts, and support services are required to maintain the City’s parking management operations, which generates revenue for the City. Furthermore, upgrading the single space meter modems to 4G is a critical task that must be completed before T-Mobile and Verizon shut down their 2G networks at the end of 2020.

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<sup>1</sup> June 23, 2015 City Council Agenda: <https://bit.ly/394IzH9>

<sup>2</sup> Resolutions 65,118-N.S. and 65,119-N.S.

ALTERNATIVE ACTIONS CONSIDERED

Council could extend the term of the contract for only one year. While this would allow for the modem upgrades to be completed to the aging meter equipment, it would severely constrain the time available for staff to manage a complex procurement process for a replacement meter system. Additionally, a two-year extension allows the City to memorialize current parts and services costs, protecting against future vendor price increases.

CONTACT PERSON

Farid Javandel, Transportation Division Manager, Public Works, 981-7061  
Danette Perry, Parking Services Manager, Public Works, 981-7057

Attachment:

1: Resolution

RESOLUTION NO. ##,###-N.S.

CONTRACT NO. 10145 AMENDMENT: IPS PARKING METERS, PAY STATIONS,  
MANAGEMENT SYSTEM, AND ASSOCIATED SUPPORT SERVICES

WHEREAS, on June 23, 2015 by Resolution No. 67,093-N.S. the City Council authorized Contract No. 10145 with IPS Group, Inc. for multi-space and single space parking meters, parts, supplies, and fees for wireless data connections, system licenses, software escrow, and warranties; and

WHEREAS, IPS meters accept coin and credit card payments, and were originally equipped with T-Mobile and Verizon 2G modems allowing them to connect to cellular networks to receive programming and send transaction-related information; and

WHEREAS, the City purchased and installed IPS single-space meters and multi-space pay stations from November 2015 to June 2017, for which the contract provides a data management system, replacement parts, support, fees, and licenses; and

WHEREAS, the City is actively upgrading single space meters to 4G modems before T-Mobile and Verizon phase out their 2G networks at the end of year 2020, with one-eighth of single space meters upgraded as of May 2020; and

WHEREAS, the 4G upgrades are needed to support all meter functionality, including: all payment/revenue transactions, setting rates and time limits, and alerting staff to malfunctions; and without the upgrades, these activities will not be possible; and

WHEREAS, the City extended the contract twice with the current expiration date of June 30, 2020; and

WHEREAS, the City assumes a ten-year operable lifespan for single-space meters, and seven years for pay stations, which will need replacing beginning in 2022; and

WHEREAS, Council approval is needed to extend the contract through June 30, 2022, to ensure the existing meter system is upgraded and maintained, by which time a new RFP process for a replacement parking meter system is expected to be completed; and

WHEREAS, the funding of \$1,513,540 for the contract amendment is from the Parking Meter Fund (Fund 631), and funding is subject to appropriation in the FY 2021 budget and in the FY 2022 budget; and

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that City Manager is authorized to amend Contract No.10145 with IPS Group, Inc. to provide parking meters, replacement parts, and support services, increasing the contract

May 26, 2020

amount by an additional \$1,513,540 for a total contract amount not to exceed \$7,033,457 for the period of July 1, 2020 through June 30, 2022.





Office of the City Manager

CONSENT CALENDAR  
May 26, 2020

To: Honorable Mayor and Members of the City Council  
From: Dee Williams-Ridley, City Manager  
Submitted by: Phillip L. Harrington, Director, Department of Public Works  
Subject: Contract No. 9977A Amendment: Portable Computer Systems dba PCS Mobile to Restore Remaining Contract Budget

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute an amendment to Contract No. 9977A with Portable Computer Systems dba PCS Mobile to replenish the contract budget, increasing the contract amount by \$175,000, for a total amount not to exceed \$1,825,000.

FISCAL IMPACTS OF RECOMMENDATION

Funding of \$175,000 is available in the FY 2020 Budget in the goBerkeley/Federal Highway Administration restricted portion of the Parking Meter Fund (631-54-622-665-0000-000-472-612990- PWTRPK1401).

|                               |             |
|-------------------------------|-------------|
| Current Contract Amount ..... | \$1,650,000 |
| Amended Contract Amount ..... | \$ 175,000  |
| Total NTE                     | \$1,825,000 |

CURRENT SITUATION AND ITS EFFECTS

The City currently uses Automated License Plate Reader (ALPR) systems for parking enforcement purposes, with the license plate reading capabilities used to conduct time limit enforcement and verify permits in Residential Preferential Parking (RPP) areas. The contract with PCS Mobile was last amended in December 2017 via Resolution 68,085-N.S.<sup>1</sup> The contract amendment budget included funding for the purchase of fifteen (15) additional ALPR systems, bringing the City’s total to twenty (20) systems installed on existing parking enforcement vehicles, as well as yearly costs associated with daily operations, including preventative maintenance, support services, and cellular network connectivity fees through June 30, 2022.

On May 14, 2019 via Resolution No. 68,877-N.S., Council authorized the purchase of fifteen (15) new Westward Industries “GO-4” parking enforcement vehicles.<sup>2</sup> These new vehicles replaced older GO-4s that were already outfitted with ALPR systems. Bringing the new vehicles into service necessitated removing ALPR systems from the old

<sup>1</sup> July 11, 2017 *City Council Agenda*: <https://bit.ly/2UoF5c9>

<sup>2</sup> May 14, 2019 *City Council Agenda*: <https://bit.ly/2xYdkiZ>

vehicles and reinstalling them onto the new GO-4s, incurring costs beyond what was originally budgeted. The ALPR equipment removal and reinstall effort cost approximately \$115,000. In addition, as part of this effort, the City also purchased an additional two ALPR systems to outfit all parking enforcement patrol staff at a cost of \$60,000.

Transitioning to new vehicles and upgrading equipment exhausted the existing contract budget, leaving insufficient funds for critical maintenance and support services for all of the City's ALPR systems. These costs are typically assessed on a yearly basis, and are currently due for the coming year. This amendment is necessary to keep operations running smoothly by replenishing the contract budget.

This contract amendment will also reflect changes in City contractual requirements, as well as new privacy laws passed since the 2017 amendment. The amended contract includes the City's new Sanctuary City Compliance Certification and a Privacy Security and Resiliency Appendix.

#### BACKGROUND

Effective management of Berkeley's public parking resources improves access to local businesses, and reduces traffic congestion and safety hazards caused by drivers as they search for parking. In particular, ALPR technology enables Parking Enforcement Officers (PEOs) to cover more ground faster, allowing for more efficient patrols. In addition, ALPR is now the foundation of the City's digital parking permit management system: license plates now function as annual permits, allowing faster yearly renewals and eliminating the need for the City to purchase and distribute physical bumper decals.

On January 27, 2015, Council authorized Contract No. 9977 with PCS Mobile to install and maintain five Genetec ALPR systems as part of the goBerkeley parking management pilot program.<sup>3</sup>

#### ENVIRONMENTAL SUSTAINABILITY

Effective parking enforcement increases compliance with parking rates and time limits, which are used to improve parking availability. Reducing greenhouse gas emissions produced by vehicular traffic is one of the City's 2009 Climate Action Plan goals.

#### RATIONALE FOR RECOMMENDATION

ALPR is integral to current parking enforcement operations and residential permit management. In addition, Parking Enforcement Officers (PEOs) find the technology easy to use and effective at increasing enforcement capacity. This in turn increases compliance with existing parking management regulations, and reinforces Council-supported programs.

#### ALTERNATIVE ACTIONS CONSIDERED

None.

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<sup>3</sup>January 27, 2015 *Contract: PCS Mobile for Equipment Vendor in Automated Data Collection and Enforcement System (goBerkeley)* <http://bit.ly/2ncJhdP>



CONTACT PERSON

Farid Javandel, Manager, Transportation Division (510) 981-7061  
Danette Perry, Manager, Parking Services (510) 981-7057  
Gordon Hansen, Senior Planner (510) 981-7064

Attachment:  
1: Resolution

RESOLUTION NO. ##,###-N.S.

CONTRACT NO. 9977A AMENDMENT: PORTABLE COMPUTER SYSTEMS DBA  
PCS MOBILE TO RESTORE REMAINING CONTRACT BUDGET

WHEREAS, the City of Berkeley currently uses Automated License Plate Recognition (ALPR) systems to conduct parking enforcement operations; and

WHEREAS, the City purchased fifteen new "GO-4" parking enforcement vehicles in late 2019, replacing fifteen older vehicles that had already been outfitted with ALPR systems; and

WHEREAS, to keep parking enforcement operations running, the removal and reinstallation of the ALPR systems onto the new vehicles was completed using budget remaining on the contract, leaving insufficient funds for yearly maintenance fees for the duration of the contract term; and

WHEREAS, the contract amendment will include the City's new Sanctuary City Compliance Certification and a Privacy Security and Resiliency Appendix; and

WHEREAS, funding of \$175,000 for this contract amendment is available in the FY 2020 goBerkeley/Federal Highway Administration restricted portion of the Parking Meter Fund (Fund 631).

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute an amendment to Contract No. 9977A with PCS Mobile, increasing the contract not to exceed amount to \$1,875,000.



Office of the City Manager

22

PUBLIC HEARING

May 26, 2020

*(Continued from April 21, 2020)*

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Phillip L. Harrington, Director, Department of Public Works

Subject: Electric Bike Share Program Franchise Amendment

RECOMMENDATION

Pursuant to Berkeley Municipal Code Chapter 9.60, conduct a public hearing and upon conclusion, adopt the first reading of an Ordinance granting a Franchise Agreement Amendment to Bay Area Motivate, LLC, a subsidiary of Lyft Incorporated, to provide shared electric bicycles to the Berkeley public.

FISCAL IMPACTS OF RECOMMENDATION

The proposed Franchise Agreement Amendment requires Bay Area Motivate, LLC (Motivate) to pay a fee of \$75 per electric bicycle (E-Bike) to the City to spend on bicycle parking racks. The 850 E-Bikes to be provided in the City of Berkeley by the end of calendar year 2020 would result in a total revenue amount of \$63,750 for bicycle parking racks, paid in quarterly installments to be deposited in revenue account code 137-54-622-668-0000-000-000-425910-.

CURRENT SITUATION AND ITS EFFECTS

The shared E-Bike program (“E-Bike Share Program”) would provide 850 E-Bikes in total in the City of Berkeley by the end of calendar 2020. This is in addition to the existing fleet of 400 regular station based bikes. The service area would cover eight square miles mainly west of the Berkeley Hills, as shown on the map in Attachment 1, where the population density is high enough to support the service. Motivate would be required to make a minimum number of E-Bikes consistently available in historically underserved communities identified in the proposed Franchise Agreement Amendment. This number would be approximately proportional to the population of the areas in question. In addition, the proposed Franchise Agreement Amendment would extend the existing station-based Bike Share low-income pricing program to the E-Bike Share Program. This program provides \$5 first year membership and significant per ride discounts for people who qualify for CalFresh or PG&E Care.

The E-Bikes would not have to be parked in the City’s existing limited number of Bike Share stations, as the E-Bikes would be equipped with a kickstand and tether in order to

attach them to bicycle racks or park them in an upright position in the furnishings zone of the sidewalk. The furnishings zone is the area of the sidewalk between the walkway zone and the curb where signage, parking meters, and benches are typically located. Motivate will be held responsible for ensuring that the E-Bikes are parked properly and not attached to benches, parking meters, trees, bus-stop signs or shelters, or adjacent to or within disabled parking zones or any other accessible routes that would otherwise create a barrier to accessibility. Motivate will be required to address legitimate reports of improper or unsafe parking submitted through the City's 311 system within 3 hours during business hours (Monday-Friday, 9:00 AM – 6:00 PM) and within 12 hours during non-business hours and on weekends. Motivate may be charged a citation per Berkeley Municipal Code Section 14.64.010 for failure to do so. Motivate will also be required to notify the City via email when a complaint has been addressed and to attach a photograph as evidence that the complaint has been addressed.

#### BACKGROUND

In January 2016, City Council adopted an Ordinance granting a franchise agreement with Motivate to operate a Bike Share program in the City of Berkeley under the terms set out in the Bay Area Bike Share Coordination Agreement (“Coordination Agreement”) adopted by Council in December 2015. The Coordination Agreement is between the Metropolitan Transportation Commission (“MTC”), Motivate, the City of Berkeley and the other Participating Cities (San Francisco, Oakland, Emeryville and San Jose). Section 32.3 of the Coordination Agreement stipulates that Motivate has Right of First Offer to operate a Bike Share program with E-Bikes. In accordance with that Right of First Offer, City of Berkeley staff has concluded negotiations with Motivate on the terms of the E-Bike Share Program, which are incorporated into the proposed Franchise Agreement Amendment, and would provide a consistent E-Bike service in Berkeley, Oakland, and Emeryville.

The Coordination Agreement and original Franchise Agreement laid out the terms for the existing Bike Share system consisting of 37 stations and 400 bikes within the City of Berkeley. The Coordination Agreement requires Motivate to engage in daily rebalancing of bikes, which involves moving bikes from stations that are full to stations that are empty. This is to ensure that all stations are available to users who are either wanting to start a ride or finish a ride. The Coordination Agreement also mandates that Motivate provide a minimum number of Bike Share stations in Communities of Concern as determined by MTC. The proposed Franchise Agreement Amendment extends this mandate to E-Bikes by requiring that minimum numbers of E-Bikes be made consistently available in historically underserved communities, as identified in the Franchise Agreement Amendment. The historically underserved neighborhoods designation is intended to better serve the needs of the Berkeley community than MTC's designated Communities of Concern.

ENVIRONMENTAL SUSTAINABILITY

Increasing the number of Berkeley residents and visitors who are able to utilize shared mobility choices, as an alternative to single-occupant automobile travel, will decrease greenhouse gas emissions. This will help the City achieve the Berkeley Climate Action Plan greenhouse gas emission reduction targets of 33% below year 2000 levels by the year 2020, and 80% below year 2000 levels by 2050.

RATIONALE FOR RECOMMENDATION

The E-Bike Share Program would provide a mobility alternative for Berkeley residents. The station-less (free-floating) nature of the proposed program would allow these shared mobility devices to reach neighborhoods not currently serviced by the City's station-based Bike Share network. Not all Berkeley residents are physically able to ride a manually powered bicycle, so the electric assist motor of the E-Bikes could provide a viable transportation alternative for some residents.

ALTERNATIVE ACTIONS CONSIDERED

The City of Berkeley could opt not to expand the existing station-based Bike Share program, which would potentially position the City behind the region in terms of offering alternative modes of transportation to its residents and in terms of meeting the City's Climate Action Plan targets.

CONTACT PERSON

Farid Javandel, Transportation Manager, Public Works, (510) 981-7061

Beth Thomas, Principal Planner, Public Works, (510) 981-7068

Attachments:

1: Ordinance

Exhibit A: DRAFT Franchise Agreement between Bay Area Motivate, LLC, a subsidiary of Lyft, Inc., and the City of Berkeley

2: Service Area Map

3: Public Hearing Notice

ORDINANCE NO. ##,###-N.S.

AUTHORIZING THE CITY MANAGER TO EXECUTE A FRANCHISE AGREEMENT AMENDMENT BETWEEN BAY AREA MOTIVATE, LLC, A SUBSIDIARY OF LYFT INCORPORATED, AND THE CITY TO PROVIDE SHARED ELECTRIC BICYCLES TO THE BERKELEY PUBLIC

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. The Council finds as follows:

- a. Pursuant to Chapter 9.60 of the Berkeley Municipal Code (BMC), the City of Berkeley and Bay Area Motivate, LLC (“Motivate”) have entered into a Franchise Agreement (“Franchise Agreement”) dated April 7, 2016, for operation of a bicycle sharing program (“Bike Share”) using manually operated bicycles parked in docks at stations, which Agreement was authorized by the Berkeley City Council by Resolution No. 67,326- N.S.
- b. The Franchise Agreement incorporates by reference the terms in the Bay Area Bike Share Program Coordination Agreement (“Coordination Agreement”), with Contract No. 10165, which Agreement was authorized by the Berkeley City Council by Resolution No. 67,326- N.S. and entered into as of December 31, 2015 by and between the Metropolitan Transportation Commission (“MTC”), Motivate, the City of Berkeley and the other Participating Cities (Oakland, Emeryville, San Francisco, and San Jose).
- c. Section 32.3 of the Coordination Agreement stipulates that Motivate has Right of First Offer to operate a Bike Share program with electric-assist or electric bikes (“E-Bike Share Program”) in Berkeley.
- d. Pursuant to Section 32.3 of the Coordination Agreement, City of Berkeley staff has negotiated with Motivate to develop proposed terms for an E-Bike Share Program;
- e. Council adopted a resolution on February 11, 2020, declaring the Council’s intention to consider at a public hearing, set for March 10, 2020 at 6:00 p.m., whether to grant a Franchise Agreement Amendment to Motivate to provide shared electric bicycles to the Berkeley public.
- f. The City’s Climate Action Plan has set a target of reducing transportation emissions 33% below 2000 levels by 2020, and 80% below 2000 levels by 2050. The Plan states that transportation modes, such as public transit, walking, and cycling, must become primary means of fulfilling the City’s mobility needs to achieve these targets.
- g. The E-Bike Share Program is to last four (4) years, with the opportunity, but no guarantee, to renew.

- h. Motivate will launch the E-Bike Share Program with a minimum of 200 electric bicycles, with the minimum number of electric bicycles rising to 850 by the end of calendar year 2020.
- i. Motivate will pay a fee of \$75 per electric bicycle (E-Bike) to the City to spend on bicycle parking racks. The fee would result in a total revenue amount of \$63,750 for bicycle parking racks, paid in quarterly installments.
- j. Motivate will be required to inform their Customers on how to properly park E-Bikes.
- k. Motivate will be required to address legitimate reports of improper or unsafe parking submitted through the City's 311 system within 3 hours during business hours (Monday-Friday, 9:00 AM – 6:00 PM) and within 12 hours during non-business hours and on weekends.
- l. Motivate will be required extend their existing Bike Share low-income pricing program to the E-Bike Share Program.

Section 2. The City Manager is hereby authorized to enter into a franchise agreement amendment with Bay Area Motivate, LLC to provide shared electric bicycles to the Berkeley public for a term of four (4) years, which may be extended upon mutual consent. The required fee of \$75 per E-Bike will be deposited in revenue account code 137-54-622-668-0000-000-000-425910-A. Contract terms are further described in the franchise agreement set forth in Exhibit A.

Section 3. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

#### Exhibits

A: DRAFT Franchise Agreement Amendment between Bay Area Motivate, LLC, a subsidiary of Lyft, Inc., and the City of Berkeley

**AMENDMENT TO BIKE SHARE FRANCHISE AGREEMENT**

**THIS Agreement** Amendment is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Berkeley, a municipal corporation ("City"), and Bay Area Motivate, LLC ("Motivate" or "Grantee"), a subsidiary of Lyft, Inc. ("Lyft").

**WHEREAS**, pursuant to Chapter 9.60 of the Berkeley Municipal Code (BMC), City previously granted a Bike Share Franchise ("Franchise") to Grantee; and

**WHEREAS**, City and Grantee entered into a Franchise Agreement dated April 7, 2016, which Agreement was authorized by the Berkeley City Council by Resolution No. 67,326- N.S.; and

**WHEREAS**, Section 32.3 of the Coordination Agreement for the Bay Area Bike Share Program ("Coordination Agreement"), entered into as of December 31, 2015 by and between the Metropolitan Transportation Commission ("MTC"), Bay Area Motivate, LLC, the City of Berkeley and the other Participating Cities (as defined in the Coordination Agreement), stipulates that Grantee has Right of First Offer to operate a bike share program with electric-assist or electric bikes ("E-Bikes"); and

**WHEREAS**, on January 31, 2020, the City Council held a public hearing for the purpose of hearing persons in favor of or in opposition to the granting of an amendment to the Franchise ("Franchise Amendment") to allow Grantee to operate a bike share program with E-Bikes; and

**WHEREAS**, the City Council has determined that the grant of such Franchise Amendment to Grantee is in the public interest; and

**WHEREAS**, City and Grantee desire to enter into a Bike Share Franchise Agreement Amendment ("Agreement Amendment") in order that Grantee may provide bike share transportation services in the City of Berkeley;

**NOW, THEREFORE**, City and Grantee do hereby agree as follows:

**A. Term**

The term of the Agreement Amendment shall begin on \_\_\_\_ and extend four years. At the end of four years, the term of the Agreement Amendment may be extended upon mutual agreement of the parties.

**B. Scope**

The Agreement Amendment will apply to all E-Bikes that are deployed pursuant to Section J of the Agreement Amendment. It will not cover bicycles deployed pursuant to the Coordination Agreement or the Program Agreement ("Program Agreement") entered into as



of December 31, 2015 by and between Motivate and MTC, or any bicycles that are propelled only through manual pedaling without electric assistance.

### **C. Definitions**

- (1) “E-Bike”: a bicycle with pedals powered by electric-propulsion assistance.
- (2) “Hybrid Bike”: A bicycle capable of docking into a Station or locking to itself, a city rack or other permanent structure.
- (3) “Service Area”: The area in the City of Berkeley in which E-Bikes are to be made available to the public. The Service Area includes all of the area of Berkeley that is west of the University of California, Berkeley Memorial Stadium; the Rose Garden; and Indian Rock Park. To the north of Solano Avenue, the service area is west of Colusa Avenue. The Service Area is shown on the map in Attachment A and includes the streets along its border.
- (4) “Peak Hours”: 6:00 AM to 10:00 PM seven days per week.

All other terms are as defined in Section 1.0 of the Coordination Agreement.

### **D. Pricing**

Pricing will be as prescribed in Section 9 of the Program Agreement, which was entered into concurrently with the Coordination Agreement.

### **E. Advertising**

Outdoor advertising shall be subject to the terms in the Program Agreement and Coordination Agreement.

### **F. Indemnification**

The indemnification requirements in Section 6 of the City of Berkeley-Motivate Franchise Agreement shall apply to E-Bike operations.

### **G. Insurance**

The insurance requirements in Section 7 of the City of Berkeley-Motivate Franchise Agreement and Coordination Agreement shall be extended to cover E-Bikes except that Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations of Grantee and Grantee’s officers, agents, and employees, shall have limits of liability of not less than \$2,000,000 combined single limit per occurrence and \$4,000,000 general aggregate liability. Such policy shall name the City of Berkeley and its

commissioners, directors, officers, representatives, agents and employees as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from Grantee's operations.

## **H. E-Bike Equipment Safety, Maintenance, and Disposal**

- (1) E-Bikes must be equipped with a device for locking them to a bike rack or other allowable fixed object.
- (2) Customers using E-Bikes must be provided with an easily accessible, user-friendly method, within the Grantee's mobile application, to notify Grantee of any safety or maintenance issue with the E-Bike. In addition, a phone number for reporting safety or maintenance issues must be conspicuously printed on every E-Bike. Bikes reported as damaged or inoperable must be taken out of service immediately and remain out of service until repaired.
- (3) Before E-Bikes are deployed in Berkeley, Grantee shall report to the City on how damaged E-Bikes are repaired or recycled, and what efforts will be made to reduce landfill waste. All batteries and other potentially toxic materials must be disposed of or recycled in accordance with State law.

## **I. Parking and Illegal Dumping**

- (1) Grantee shall pay a fee to the City of \$75 per E-Bike deployed under this Agreement Amendment, which fees the City shall spend on the installation of new bicycle parking racks. Payment of this fee may be made in installments in accordance with the phasing plan described in Section J(2).
- (2) Grantee shall not deploy or rebalance their E-Bikes in a way that impedes the regular flow of travel in the public right of way, or in any way impedes the clearance on sidewalks needed for Americans with Disabilities Act (ADA) compliance. In Commercial Zones, as defined in Title 23, Chapter 23A.16, Grantee shall only deploy or rebalance their E-Bikes attached to a bicycle rack or Station. Outside Commercial Zones, Grantee shall only deploy or rebalance their E-Bikes attached to a Station or in the Furnishings Zone of the sidewalk, as defined in the City of Berkeley Pedestrian Master Plan, Appendix B (2010), preferably attached to a bicycle rack. Improperly parked E-Bikes are subject to fines.
- (3) Grantee shall inform Customers on how to properly park E-Bikes. Grantee shall report to the City, on a quarterly basis, the effectiveness of efforts to enforce proper parking within their mobile application.
- (4) E-Bikes shall be upright when parked.

- (5) E-Bikes shall not be parked adjacent to or within:
- (a) Disabled parking zones, or any other accessible routes that would otherwise create a barrier to accessibility;
  - (b) Curb ramps;
  - (c) The Through Passage Zone of the sidewalk, as defined in the City of Berkeley Pedestrian Master Plan, Appendix B (2010);
  - (d) Red curb zones;
  - (e) Loading zones;
  - (f) Transit zones, including within 30 feet of bus stops, shelters, passenger waiting areas and bus layover and staging zones, as measured from the bus stop sign in the direction counter to traffic flow, except at existing bicycle racks;
  - (g) Street furniture that requires pedestrian access (for example: benches, parking pay stations, bus shelters, transit information signs, etc.);
  - (h) Entryways; or Driveways.
- (6) Any E-Bike that is parked in one location for more than 7 consecutive days without moving may be removed and taken to a City facility for storage at the expense of the Grantee.
- (7) Grantee shall institute geo-fencing around designated bike parking areas and implement in-app technology to require their use in high-density areas.
- (8) Grantee shall be responsible for removing from the public right-of-way E-Bikes that have a dead battery or are damaged.
- (9) Grantee shall implement “No Parking” zones in all areas where the City has prohibited bike parking within 72 hours of being notified by the City of the parking restriction. “No Parking” zones should have a minimum radius of 50 feet to account for limitations in GPS accuracy.
- (10) E-Bikes shall include locking mechanisms that attach to fixed objects, subject to the following restrictions:
- (a) E-Bikes may not be attached to prohibited objects, including but not limited to, bus stop signs, trees, fire hydrants, private property, or on other objects defined by the City upon written notice to Grantee
  - (b) E-Bikes locked to bike racks shall be positioned parallel to inverted U or circle bike rack or perpendicular to a wave style rack.
  - (c) E-Bikes locked in a way that violates this section are subject to fines and

impoundment. For legitimate reports of improper or unsafe parking submitted through the City's 311 system or public call-center system, Grantee must:

- (i) Address complaints within 3 hours during business hours (Monday-Friday, 9:00 AM – 6:00 PM) and within 12 hours during non-business hours and on weekends;
  - (ii) Notify the City via email when a complaint has been addressed and is considered closed, and attach a photograph of the subject location to the email message to the City as evidence that the complaint was addressed.
- (11) Grantee may be charged a citation per Berkeley Municipal Code Section 14.64.010 if any of Grantee's E-Bikes are found to be improperly parked and not removed within the time period specified in Section I(10)(c)(i).
  - (12) Grantee shall provide a plan satisfactory to the City prior to deployment of Ebikes to prevent E-Bikes from being misplaced in bodies of water. In addition, Grantee shall provide for approval their Standard Operating Procedures (SOPs) for retrieval of Bicycles from bodies of water prior to deployment of Ebikes.

## **J. Service Area and Bicycle Availability**

- (1) All E-Bikes must be available for hire through the Bay Wheels (or equivalent) website or Lyft application ("app"), and shall not require use of the Lyft app to register for an account or access any system function.
- (2) Grantee shall provide 850 E-Bikes in the City of Berkeley, in accordance with the following phasing plan, provided, however, that if this Agreement Amendment is executed after February 29, 2020, then the deadlines in this Section J(2) and Section J(4) will be automatically extended by the number of days from February 29, 2020 to the date that such execution occurs. This planned expansion is in addition to any bicycles required to be deployed in Berkeley pursuant to the Coordination Agreement.
  - (a) End of 2020 Q1: 212 total E-Bikes
  - (b) End of 2020 Q2: 425 total E-Bikes
  - (c) End of 2020 Q3: 638 total E-Bikes
  - (d) End of 2020 Q4: 850 total E-Bikes.
- (3) Grantee is permitted to expand the Service Area in accordance with the following phasing plan:

| <b>City</b>     | <b>Current Service Area (square miles)<sup>1</sup></b> | <b>Service Area Expansion (square miles)</b> | <b>25% (end of Q2 2019)</b> | <b>50% (end of Q3 2019)</b> | <b>75% (end of 2019)</b> | <b>100% total (square miles)</b> |
|-----------------|--------------------------------------------------------|----------------------------------------------|-----------------------------|-----------------------------|--------------------------|----------------------------------|
| <b>Berkeley</b> | 4                                                      | 8                                            | 5                           | 6                           | 7                        | 8 <sup>2</sup>                   |

- (1) The following table identifies minimum numbers of E- Bikes, as a subset of E-Bikes deployed under this Agreement Amendment, to be made available for use in specific Service Subareas that have been identified by the City as historically underserved neighborhoods. Service Subarea boundaries are shown on the map in Attachment A. The minimum number of E-Bikes to be made available in each Service Subarea is proportionate with the residential population in the respective Service Subarea. Grantee shall ensure that the minimum number of E-Bikes listed below is consistently available within each identified Service Subarea. The required minimum number of E-Bikes for each Service Subarea may be amended upon mutual agreement by the City and Grantee. The total area covered by a 400 meter radius around each available bike within each Service Subarea shall not drop below 75% of the total Service Subarea for 75% of the time during the Peak Hours.

| Service Subarea  | Required Minimum E-Bike Availability* |            |            |             |
|------------------|---------------------------------------|------------|------------|-------------|
|                  | By 3/31/20                            | By 6/30/20 | By 9/30/20 | By 12/31/20 |
| South Berkeley   | 43                                    | 87         | 130        | 173         |
| Central Berkeley | 19                                    | 37         | 56         | 75          |
| West Berkeley    | 12                                    | 25         | 37         | 49          |
| Oceanview        | 4                                     | 8          | 12         | 16          |

\* Minimum number of E-Bikes required to be consistently available for use by customers

- (2) Permission to provide service under this Agreement Amendment outside the public right of way shall require approval from the appropriate department, agency, or property owner(s).
- (3) Grantee shall have a means of communicating with the User when an E-Bike has been parked in a non-permitted area. The communication to the User shall be

<sup>1</sup> The current Service Area is the area within 1/4 mile of an existing station, rounded to the nearest square mile.

<sup>2</sup> The service area is an estimate.

sent electronically at the end of the ride.

- (4) The Key Performance Indicators (KPIs) for bike availability shall be according to the terms in Section M.

### **K. Data Reporting**

- (1) One month after beginning service, Grantee will provide data reporting on E-Bike trip origins and trip destinations to the City of Berkeley on a monthly basis.
- (2) One month after beginning service, Grantee will provide a monthly report on prior-month performance of Key Performance Indicators (KPIs), as described in the Program Agreement, and as further detailed in Section M.
- (3) Data reporting shall be in compliance with the Mobility Data Specification Standard developed by the Los Angeles Department of Transportation, subject to modifications in order to comply with applicable law, including the California Consumer Privacy Act.

### **L. Community Engagement**

- (1) Grantee must provide a plan for community engagement, including a list of planned presentations, activities, and events with community based organizations, Business Improvement Districts, and other key stakeholders in the Service Area.

### **M. Key Performance Indicators (KPIs)**

- (1) This Section provides new rebalancing KPIs with established Liquidated Damages and associated data reporting requirements to address operational specifics for E-Bikes. When calculating these new rebalancing KPIs, bikes deployed under the Program Agreement will also be counted as contributing to coverage.
  - a. Service Area Coverage: The total area covered by a 400 meter radius around each available bike in the Service Area shall not drop below 75% of the Total Service Area for 75% of the time during Peak Hours.
    - Liquidated Damages: \$294 for every 1% under 75% of the time when Service Area coverage minimums are not met, measured monthly. For example, if Service Area coverage is only met 50% over the course of a month, the Liquidated Damage amount will be \$7,350 for that month.
  - b. Customer Coverage: At least 85% of Trip Intents must have at least 2 available bikes within 400 meters during the Peak Hours from 6:00 AM to 10:00 PM.
    - Liquidated Damages: \$147 for each 1% under 85% of Trip

Intents for which Customer Coverage are not met, measured monthly. For example, if Customer Coverage is only met for 60% of Trip Intents, the Liquidated Damage amount will be \$3,675.

- “Trip Intent” is defined as each time a customer:
    - indicates demand for a bike by opening either the Bay Wheels website or Lyft app,
    - is located within the Service Area, and
    - meets any the following requirements:
      - clicks on an individual station or bike,
      - spends 5 seconds or more in the “Bikes & Scooters” section of the Lyft app, or
      - takes a trip less than 15 seconds after opening either the Bay Wheels website or Lyft app. This definition is subject to modification based on changes to Bay Wheels or Lyft app experiences.
- (2) All of the KPIs listed in Appendix A to the Program Agreement, including the Dock Availability KPI in #12, and associated Liquidated Damages apply to the E-Bike fleet, but will not go into effect for E-Bikes until 90 days after the effective date of this Agreement Amendment. The new rebalancing KPIs and corresponding Liquidated Damages in this Section will not go into effect until 90 days after the effective date of this Agreement Amendment.
- (3) The City and Motivate agree to negotiate additional amendments to KPI targets and Liquidated Damage amounts up to 180 days after the effective date of this Agreement Amendment which shall go into effect upon mutual written agreement between the parties.

## **N. System Redundancy**

- (1) Redundancy Requirements: Motivate shall demonstrate sufficient redundancy in the system to withstand a technological or mechanical failure or safety issue without significant service disruption including:
- a. Within 6 months after execution of this Agreement Amendment, no more than 85% of the bikes in the fleet shall be of the same bike make and model. At least 15% of the bike program fleet provided by Motivate shall have an alternative bike design (e.g., make, model, specific components, etc.).
  - b. Within one year after execution of the Agreement Amendment, no more than 70% of the bikes in the fleet shall be of the same bike make and model. At least 30% of the bike program fleet provided by Motivate shall have an alternative bike design.

- c. Motivate shall provide the City with a plan within 15 days to address mechanical or technological problems that affect availability of E-Bikes on the street in the event that the current system or model is unable to perform as set forth under this Agreement Amendment, which shall include bi-weekly updates to the City on the status of resolving any mechanical or technological problems.
- (2) Service Reliability requirements: The E-Bike program fleet permitted under this Agreement Amendment shall not drop below 70% of the applicable minimum fleet size as set forth in the phasing plan in Section J for 15 out of any 30 consecutive days (calculated on a rolling basis). Fleet size (measured as the cumulative number of bikes in rental and bikes available for rental) will be measured at 4 AM Pacific Time each day. The service reliability requirements for each calendar-year quarter listed in Section J(2) will go into effect 30 days after the beginning of the respective quarter and shall continue for 29 days past the beginning of the following quarter.

## **O. Liquidated Damages/Default**

- (1) Cap on Liquidated Damages / Ability to Obtain Redress through a Second Operator

Liquidated damages for KPIs for Service Area Coverage and Customer Coverage are set forth in the KPI section above. Liquidated damages for E-Bikes that are subject to this Agreement Amendment have a limitation of [8%] of the City's portion of regional Ridership Revenues as defined below.

"Ridership Revenues", as defined in Section 8.1.2 of the Program Agreement and for purposes of this Agreement Amendment, are calculated to include all revenues collected for all types of bikes including E-Bikes, Hybrid E-Bikes and manually operated pedal bikes including those that dock in Stations as defined in the Program Agreement. The City's portion of Ridership Revenues will be defined by the percentage of total Bay Wheels trips taken in Berkeley during the 12 months immediately preceding such calculation.

For the purposes of assessing Liquidated Damages, the City's portion of Ridership Revenues for the calendar year 2020 will be calculated monthly by multiplying the Ridership Revenues collected beginning on January 1, 2020 by the ratio 366 bears to the number of days from January 1 to the measurement date. Starting on January 1, 2021, the City's portion of Ridership Revenues will be measured quarterly over the 12 months immediately preceding any given date of measurement.

Motivate shall provide all data necessary for calculating KPIs, Liquidated Damages, and the City's portion of Ridership Revenues to the City on a monthly basis no later than the 25th day of the subsequent month (for example, all data for the month of April 2020 must be provided by May 25, 2020); except that for all financial information, the data shall reflect all relevant facts as they existed with respect to the calendar month



that immediately precedes the immediately preceding calendar month (e.g., the June report would reflect the financial data for April).

In the event that, beginning on April 1, 2020 and for the term of this Agreement Amendment, (1)(a) Motivate's total liquidated damages for KPIs for Service Area Coverage and Customer Coverage over the period of any two consecutive months exceed [8%] of the City's portion of Ridership Revenues (as defined above) and (1)(b) Motivate fails to cure such failure(s) within the two monthly reporting periods following written notice by the City of such failure(s), or (2)(a) Motivate fails to meet either the Redundancy Requirements or Service Reliability Requirements set forth above and (2)(b) Motivate fails to cure such failure(s) within 30 days following written notice by the City of such failure(s), then Motivate agrees that the City has the right to immediately solicit and enter into a franchise agreement with no more than one additional E-Bike operator to provide stationless E-Bike service for no longer than the duration of this Agreement Amendment.

The bike fleet for any such additional operator shall be a maximum of 200 E-Bikes. However, if the difference between the number of E-Bikes Motivate is required to provide pursuant to this Agreement Amendment and the number of E-Bikes actually in service exceeds 200 E-Bikes (calculated based on the average deployment during the applicable cure period), then the additional operator's E-Bike fleet may consist of 200 E-Bikes plus 50 percent of the difference between the number of E-Bikes Motivate is required to provide and the number of E-Bikes actually in service.

If, at the end of such second operator's franchise term, Motivate has achieved three consecutive two-month periods of KPI performance below the liquidated damages cap, then the City will consider such performance by Motivate in determining whether to extend the second operator's franchise and/or adjust the second operator's permitted fleet size (subject to the above limitations) subject to the City's absolute sole discretion. Motivate agrees to this as an alternative remedy, notwithstanding any contractual right by Motivate to exclusivity under either the Program or Coordination Agreements or the default provisions provided by this Agreement Amendment.

## (2) Default Provisions

Each of the following shall constitute an immediate event of default (Event of Default) under this Agreement Amendment:

(a) (1) Motivate fails to meet any of the service reliability requirements as set forth in the System Redundancy section, and fails to cure such failure within 180 days of written notice of such failure;

(2) Motivate's liquidated damages for KPIs for Service Area Coverage and Customer Coverage exceed [10%] of the City's portion of regional Ridership Revenues (as that term is used herein) for the quarter starting on April 1, 2020 or any quarter thereafter, and Motivate fails to cure such failure within 180 days of written notice of such failure;  
or

(3) Motivate fails or refuses to perform or observe any other material term, covenant or condition contained in this Agreement Amendment, including any material obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within 45 days after written notice thereof from the City to Motivate, or in the case of any term, covenant or condition which cannot reasonably be cured within such 45 day period, such longer period not to exceed 120 days after the City's written notice as is necessary to effect a cure of the failure to perform, so long as Motivate diligently attempts to effect a cure throughout such period.

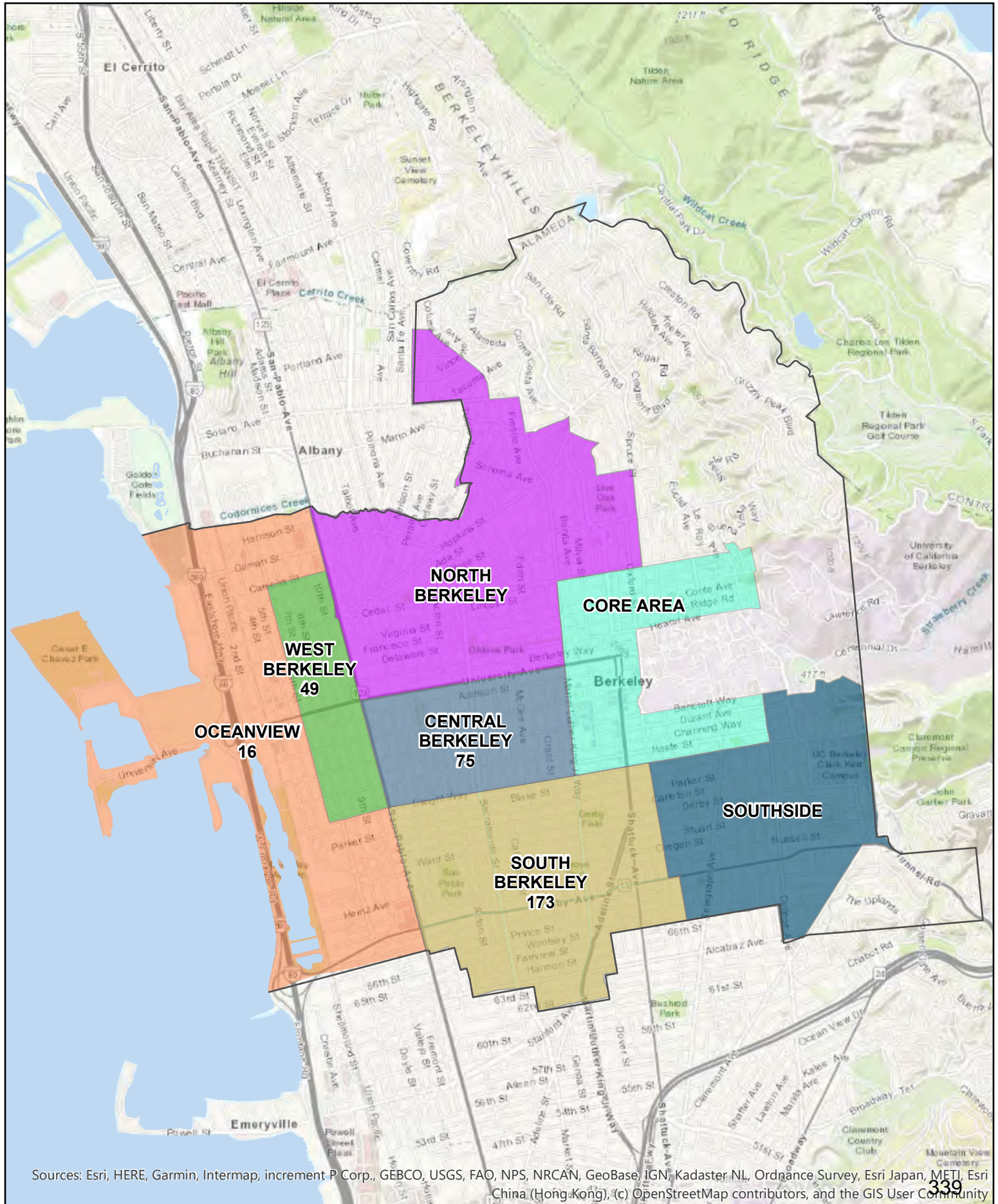
(b) On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement Amendment, to seek specific performance of all or any part of this Agreement Amendment, and/or solicit, if necessary, and enter into a franchise agreement with another operator to provide stationless E-Bike service in Berkeley. City shall have the right to offset from any amounts due to Motivate under this Agreement Amendment or any other agreement between City and Motivate: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Motivate pursuant to the terms of this Agreement Amendment; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement Amendment by reference, or into any other agreement with the City.

(c) All remedies provided for in this Agreement Amendment may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement Amendment shall constitute a waiver or limitation of any rights that City may have under applicable law.

(d) Non-Waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

Notwithstanding anything to the contrary herein, this Agreement Amendment shall include the following sections from the Program Agreement: Motivate's right to reduce the fleet size for emergencies or upgrades, Section 18.3 regarding Motivate's right to contest any finding by the City of an Event of Default; and Events of Force Majeure.

# Attachment 2: Service Area and Service Subarea Map with Minimum E-Bike Availability Requirements by December 31, 2020 (Where Applicable)



**NOTICE OF PUBLIC HEARING  
BERKELEY CITY COUNCIL**

**SHARED ELECTRIC BICYCLE FRANCHISE AGREEMENT  
AMENDMENT HEARING**

The Department of Public Works is proposing to grant an amendment to the existing franchise agreement with Bay Area Motivate, LLC (“Motivate”), a subsidiary of Lyft Incorporated, in order to provide shared electric bicycles to the Berkeley public for a duration of no less than four years. Motivate would provide 850 shared electric bicycles within Berkeley by the end of calendar year 2020.

The hearing will be held on May 26, 2020 at 6:00 p.m. in the Berkeley Unified School District Board Room, 1231 Addison Street, Berkeley.

A copy of the agenda material for this hearing will be available on the City’s website at [www.CityofBerkeley.info](http://www.CityofBerkeley.info) as of **May 14, 2020**.

For further information, please contact Beth Thomas, Principal Planner, Department of Public Works at 510-981-7068.

Written comments should be mailed or delivered directly to the City Clerk, 2180 Milvia Street, Berkeley, CA 94704, in order to ensure delivery to all Councilmembers and inclusion in the agenda packet.

Communications to the Berkeley City Council are public record and will become part of the City’s electronic records, which are accessible through the City’s website. **Please note: e-mail addresses, names, addresses, and other contact information are not required, but if included in any communication to the City Council, will become part of the public record.** If you do not want your e-mail address or any other contact information to be made public, you may deliver communications via U.S. Postal Service or in person to the City Clerk. If you do not want your contact information included in the public record, please do not include that information in your communication. Please contact the City Clerk at 981-6900 or [clerk@cityofberkeley.info](mailto:clerk@cityofberkeley.info) for further information.

**Published:** February 21, 2020 – The Berkeley Voice  
Published pursuant to Berkeley Municipal Code Section 9.60.050

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I hereby certify that the Notice for this Public Hearing of the Berkeley City Council was posted at the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way, as well as on the City’s website, on May 14, 2020.

Mark Numainville, City Clerk



Office of the City Manager

ACTION CALENDAR
May 26, 2020
(Continued from May 12, 2020)

To: Honorable Mayor and Members of the City Council
From: Dee Williams-Ridley, City Manager
Submitted by: Savita Chaudhary, Director, Information Technology
Subject: Contract: CycloMedia Technology, Inc. for Geographic Information System Infrastructure Asset Data Acquisition

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a contract with CycloMedia Technology Incorporated for Geographic Information System infrastructure asset data acquisition, for an amount not to exceed \$187,401 for the period commencing on May 15, 2020 to June 30, 2022.

FISCAL IMPACTS OF RECOMMENDATION

One time funding for this project in the amount of \$187,401 is available in the Department of Information Technology’s Fiscal Year (FY) 2020 IT Cost Allocation and Public Works’ Measure BB Local Streets and Roads fund.

\$136,401.00	680-35-362-377-6002-000-472-612990
\$ 51,000.00	134-54-624-695-0000-000-431-612990

\$187,401.00 Total FY 2020 Professional Services

CURRENT SITUATION AND ITS EFFECTS

The City desires to engage CycloMedia Technology, Inc. to acquire current 360-degree street level imagery to provide a single, highly accurate, authoritative source of location-based data that can be utilized by all City departments for captured street level imagery. This initiative will extract the following infrastructure assets to create accurate and current Geographic Information Systems (GIS) data inventories:

- Bus pads / stops
- Pavement marking
- Maintenance Access Holes
- Storm drains
- Pavement Striping
- Signs
- Curb paint color
- Street trees
- Parking meters
- Traffic lights
- Pedestrian Signal

Several city projects and strategic initiatives will benefit from capturing high quality and accurate street level imagery including:

- Emergency operations situational awareness
- Improved planning and development using imagery
- Remote asset condition assessment (building faces and road surfaces)
- Improved remediation planning (accurate measurements of repair and replace operations)
- Improved community engagement for planning, proposals and visualization
- Improved communication across internal stakeholders with common access to imagery and associated data

The dataset results in a high definition, three-dimensional map, and related data showing precise measurements for distances, clearances, elevations, and other aspects of critical infrastructure. Staff expects to use the images to perform bike lane assessments, identifying damaged infrastructure, inventory city trees, adjust parking lines and signage, as well as inventory city traffic signals.

On October 10, 2019, the City Manager executed a contract with NEXGEN Asset Management for software hosting, implementation, maintenance and related services for a Computerized Maintenance Management System and Enterprise Asset Management (CMMS/EAM) system. Geographic Information System (GIS) provides the digital asset inventory necessary for an effective CMMS/EAM.

The imagery and extracted data will provide many tools, enable our city staff to better serve the public and the efficiency gains expected are as follows:

- Save time, effort, and money by doing virtual inspections and automated asset management
- Optimize asset inventory & condition assessment (Public Works)
- Optimize and update building and zoning review processes (Planning)
- Respond to emergencies with knowledge and confidence through better situational awareness (Public Safety)
- Monitor, analyze and document existing street conditions (Transportation)

The contract with CycloMedia supports the City Strategic Plan goal of providing state-of-the-art, well-maintained infrastructure, amenities, and facilities.

BACKGROUND

On November 02, 2016, the City Manager signed the original contract with Geographic Technologies Group (GTG) to develop a GIS Master Plan. On September 08, 2017, the City Manager amended the original contract to include additional tasks including to conduct a comprehensive GIS data assessment.

On August 15, 2019, the City issued a Request for Proposals (RFP) for 360-degree street level imagery under Specification No.19-11279-C. CycloMedia Technology, Inc. met the City's operational, technology, and fiscal requirements.

Geographic Information Systems (GIS) supports the activities of the City and its community. The City of Berkeley Enterprise GIS empowers staff and the community to make decisions that impact the future of the City of Berkeley in a conversant and logical approach.

The City maintains a vast portfolio of public infrastructure assets in the public right-of-way: 134 traffic lights, over 8,000 street lights with 3,200 city-owned street light poles, 653 miles of streets, 388 miles of sanitary sewers, 78 miles of storm sewers, 2500 street signs, 35,000 trees, 300 miles of walkways, 325 retaining walls, and over 2000 parking meters. The 2017 GIS Master Plan and 2018 GIS Data Assessment report both found that many of these assets are not represented or are not current in the City's GIS.

The mapping functionality also addresses a series of requirements from the City's insurer, California Joint Powers Insurance Authority. The City needs comprehensive plans and periodic inspections for its signage, trees, and traffic signals.

The 360-degree imagery data and the data extracted will feed the asset inventories for the NEXGEN work order and asset management system. These asset inventories will then be maintained in the NEXGEN System and integrated with GIS data layers.

The asset information collected will create an inventory for reporting, maintenance and future planning requirements. The data can also be used for activities such as making accurate and precise measurements for distances, clearances, elevations, surface areas and other aspects of critical infrastructure.

ENVIRONMENTAL SUSTAINABILITY

An improved GIS will enable staff to view detailed images from throughout the city on their computers rather than going out into the field thus saving significant time and reducing the number of trips field employees have to visit a site to address an issue which reduces greenhouse gas emissions associated with travel time. The data is hosted remotely so there is no hardware overhead. This supports the reduction of carbon footprint and the goals of the City's Climate Action Plan.

RATIONALE FOR RECOMMENDATION

CycloMedia Technology, Inc. has over 30 years of professional experience and innovation in street level imagery collection and analysis, including Light Detection and Ranging (LiDAR) and asset extraction, and with hundreds of satisfied customers in the US and worldwide. CycloMedia Technology, Inc. has served clients similar in population to the City of Berkeley, including the City of Redlands, the City of Torrance, and has provided statewide services to Pacific Gas & Electric (PG&E).

Additionally, improving the quality and accuracy of the City's GIS information will support the implementation of the new CMMS/EAM system. The data collected will be used to create new asset layers in GIS which the NEXGEN CMMS/EAM system will utilize and allow work orders to be tracked against these assets and allow for new preventative maintenance schedules.

ALTERNATIVE ACTIONS CONSIDERED

Staff considered hiring contractors to use GPS in the field to create and update the infrastructure asset GIS data. This method is costly and time consuming. Cyclomedia's unique and patented processing techniques allow positionally-accurate GIS data to be collected in a cost-effective way and over a shorter period of time than a "boots on the ground" GPS field survey.

CONTACT PERSON

Savita Chaudhary, Director, Information Technology, 510-981-6541

Attachments:

1: Resolution

RESOLUTION NO. ##,###-N.S.

CONTRACT: GEOGRAPHIC INFORMATION SYSTEM (GIS) INFRASTRUCTURE
ASSET DATA ACQUISITION

WHEREAS, the City of Berkeley identified the need create accurate and current Geographic Information Systems (GIS) infrastructure asset data inventories; and

WHEREAS, the City of Berkeley desires to acquire current 360-degree street level imagery and extract infrastructure assets to create GIS data inventories; and

WHEREAS, on August 15, 2019, the City issued a Request for Proposals (RFP) for 360-degree street level imagery under Specification No.19-11279-C and the RFP review committee evaluated the proposal and determined that the Cyclomedia Technology, Inc. proposal met the City's operational, technological, and fiscal requirements; and

WHEREAS, funding for this project in the amount of \$187,401 is available in the Department of Information Technology's Fiscal Year (FY) 2020 IT Cost Allocation and Public Works' Measure BB Local Streets and Roads fund.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is hereby authorized to execute a contract with CycloMedia Technology, Inc. for Geographic Information System (GIS) infrastructure asset data acquisition, for amount not to exceed \$187,401 for the projected period commencing on May 15, 2020 to June 30, 2022.



Office of the City Manager

24a

SUPPLEMENTAL

Meeting Date: May 12, 2020

Item Number: #24a

Item Description: Fiscal Year 2021 Proposed Budget Update Public Hearing #1

Submitted By: Teresa Berkeley-Simmons, Budget Manager

“Good of the City” Analysis:

The analysis below must demonstrate how accepting this supplement/revision is for the “good of the City” and outweighs the lack of time for citizen review or evaluation by the Council.

In preparation for the FY 2021 Budget Update we are providing the additional information discussed at the Budget & Finance Policy Committee Meeting held on May 11, 2020.

The following items were discussed at the Policy Committee meeting.

- Fiscal Year 2021 Budget Update - Responses to Questions Included in the Supplemental Item (May 4, 2020) (Attachment 1)
- FY 2021 Budget Timeline (Attachment 2)
- COVID-19 Impacts on the Center Street Parking Revenue Bonds (Attachment 3)

Consideration of supplemental or revised agenda material is subject to approval by a two-thirds roll call vote of the City Council. (BMC 2.06.070)

A minimum of **42 copies** must be submitted to the City Clerk for distribution at the Council meeting. This completed cover page must accompany every copy.

Copies of the supplemental/revised agenda material may be delivered to the City Clerk Department by 12:00 p.m. the day of the meeting. Copies that are ready after 12:00 p.m. must be delivered directly to the City Clerk at Council Chambers prior to the start of the meeting.

Supplements or Revisions submitted pursuant to BMC § 2.06.070 may only be revisions of the original report included in the Agenda Packet.



Office of the City Manager

May 11, 2020

To: Members of the City Council Budget and Finance Committee

From: Dee Williams-Ridley, City Manager

Submitted by: Teresa Berkeley-Simmons, Budget Manager

Subject: FY 2021 Budget Update - Response to Questions Included in the Supplemental Item (May 4, 2020)

On April 27, 2020, the City Manager provided the initial FY2021 Budget Update to the Budget and Finance Policy Committee (Policy Committee). On May 4, 2020, staff provided the Policy Committee with a detailed overview of the various General Fund revenue streams, which included a presentation on Measure P Revenues and Allocations.

Included on the May 4, Policy Committee agenda was a Supplement Item from the Mayor with a series of questions and comments. Many of the questions and comments were responded to by staff at the Policy Committee meeting; however, this memorandum provides a formal response to the questions in the Supplemental Item.

Questions **Revenue Assumptions**

1. For your FY 2021 projections, are you only assuming 6 months of COVID-19 impacts or a year of reductions? Need to assume a longer period of economic downturn which will result in revenue reductions.

We are only assuming 6 months of direct impact of business closures - including up to 3-month lag of certain revenue streams that trail the actual underlying economic activity. Each revenue stream will be impacted differently, but the indirect impacts of depressed activity due to continued social distancing requirements, lost incomes, and business closings show projected impacts through FY 2024 and beyond. Also, the 5-year revenue projections are based on the new revised FY 2021 projections which then translates into the out years.

2. When does staff anticipate that we will get back to a pre-COVID-19 economic level? How long is that anticipated to take?

Predictions about the future are changing as the balance between public safety and restoring economic activity is managed by local, state, and national policymakers. There is currently no consensus among economists regarding the exact length of any

economic recovery. Many have said that it would probably be “U-shaped” instead of “V-shaped”, indicating a more drawn out return to pre-COVID-19 output levels. The 5-year projections are indicating we will not be getting to Pre-COVID-19 within the next five years. We are anticipating that we will not get to full recovery for 6 or more years.

3. Has a lag in revenue reporting due to the COVID-19 Shelter in Place order been accommodated in these updated projections?

Yes, every revenue stream that has a lag in its reporting timeline has been accounted for. This includes a potential deferral of Sales Tax remittances, as well as the possible late payment of other taxes and fees in our projections.

4. What are the underlying assumptions for your projected revenue reductions, including the time frame of those reductions for each line item?

We have based our projections of each revenue stream on an analysis of the particular economic inputs and history of payment trends applicable to each one. Below are the detailed assumptions used to project each revenue category.

- a) Secured Property Taxes- Assumes an additional 10% of uncollectable amounts due (on top of 5% previous reserve) for FY 2020 and FY 2021, due to concerns over property owner’s ability to remit. FY 2021 valuations assumed to increase by 3.5%, resulting in a net change of 6.5% from FY 2020 to FY 2021.*
- b) Supplemental Taxes- Historical revenues have been flat for several years, and were expected to remain so. For FY 2020, we are now projecting to collect only 80% of the remaining budgeted amount for the last quarter, and project a 10% decline in revenue for FY 2021.*
- c) Unsecured Property Taxes- FY 2020 actuals as of March 2020 are presumed to be the full amount that will be received for all of FY 2020. FY 2021 expected to drop back to the original \$2.5M, less a 10% reserve for uncollectable accounts.*
- d) Property Transfer Taxes- FY 2020 based on actual collected amount through March 2020, plus an additional \$1.5M expected during the final quarter. The baseline \$12.5M is projected to be realized in FY 2021, while the excess will only be approximately \$3.9M. Very volatile revenue stream.*
- e) Property Transfer Tax - Measure P- included \$1.6M from multiple exceptionally high-value property sales in FY 2020. FY 2021 expected to be down 25% from FY 2020 level.*
- f) Sales Taxes- Projections based on economic activity of the City’s various business categories. FY 2020 was lowered 15% based on shelter-in-place closures and CDTFA deferral program. For FY 2021 -15% due to shelter-in-place reductions in business activity in Q1 (three month lag in remittances), and possible lingering economic effects through the remainder of FY 2021.*

- g) Soda Taxes- This revenue source was always expected to decline. Revised 2020 down 10% and 2021 down 30% due to shelter-in-place closings and the fact that the main consumers (students) are gone due to school and university campus closures.*
- h) Utility Users Tax- Due to commercial customers' reduction in utility usage, FY 2020 projected to be down by 9%. Expect FY 2021 to be down 15% due to continued closures, possible permanent business closures and declines in energy usage.*
- i) Transient Occupancy Taxes- FY 2020 based on actuals as of March 2020, plus an additional \$0.3M for the final quarter, due to travel restrictions associated with COVID-19. FY 2021 reduced by 35% due to potentially deteriorating economic conditions, event cancellations, and consumer concern regarding the safety of travel.*
- j) Short-term Rentals- FY 2020 actuals were trending more than 150% of original projection, but sharp decline predicted in final quarter due to COVID-19 movement restrictions. FY 2021 revised to 30% below 19/20 average due to expectation of depressed demand.*
- k) Business License Taxes (excluding Cannabis Recreational) - FY 2020 projection revised based on actuals received through March 2020, plus an additional \$2.0M in expected collections. FY 2021 revised to drop 35% from original projections due to temporarily or permanently closed businesses, resulting from COVID-19.*
- l) Business License Taxes- Cannabis Recreational- Assumes a 2% annual growth rate.*
- m) Enhanced Business License Taxes (Measure U1) - FY 2020 vastly outpaced original projections. For FY 2021, expect 25% decrease due to general economic decline, inability of tenants to pay rent, and potential for UC closure to affect off-campus housing demand.*
- n) Vehicle In Lieu Taxes - Based on real property valuations. Assumes an additional 10% of uncollectable amounts due (on top of 5% previous reserve) for FY 2020 and FY 2021, due to concerns over property owners' ability to remit. FY 2021 valuations assumed to increase by 3.5%, resulting in a net change of 6.5% from FY 2020 to FY 2021.*
- o) Parking Fines - Ticket writing has been decreasing for many years. Revised FY 2020 reduced by 80% of remaining unrealized budgeted revenue amount as of the end of March 2020 (annualized decrease of 38%), due to decreased auto usage. FY 2021 revised to -25% from 2020 original projection.*
- p) Ambulance Fees - Fire Department expect increased services in FY 2020 and FY 2021.*

- q) *Interest Income-Fed continues to lower interest rates. Revised 2020 projection based on higher actuals through March 2020. 2021 revised down 10% because of continued lowering of rates, combined with City's hesitancy to buy longer-term investments, due to uncertainty regarding liquidity needs in addressing COVID-19.*
- r) *Franchise Fees- Initial projections of 2% annual growth revised down 14% for FY 2020, and 26% for FY 2021, due to decreased commercial usage.*
- s) *Indirect Cost Reimbursements-Reimbursement increases result from increases in the indirect cost allocation base (i.e., total direct salaries and wages in the fund), an increase in the indirect cost rate or both. Revised FY 2020 down 8% and FY 2021 down 10%.*

5. Distinguish between budget issues (both revenues and expenditures) and cash flow issues. They are both real, but different kinds of issues.

The City has sufficient reserves to manage the effects on cash flows of late or deferred remittances of amounts owed. The main concern is the effects of COVID-19 on the City's businesses (which drives the amount of business license and sales taxes remitted) and on the incomes of its property owners (which could affect property tax remittances).

6. How many expense categories were falling below expectations prior to COVID-19? (e.g. vehicle in-lieu, parking fines, business license taxes)

Among major revenue categories, only Parking Fines were significantly below original expectations. Other general fund revenues were meeting or exceeding pre-COVID-19 targets

7. What are the long-term impacts of COVID-19 that we should anticipate and at what level? (e.g. FY 2022 and beyond).

Updated projections were presented to the Budget and Finance Policy Committee on May 4, 2020, and showed projected impacts through FY 2024.

8. What impact would a 15%-20% reduction in population count due to an incomplete federal Census count impact federal grant funding for the next 10 years? How does this affect the underlying assumptions for FY 21 and beyond?

Information on the effects of the census count on specific grants will vary by grant. Staff in the various departments are working to assess these impacts.

General Fund vs. Restricted funds

1. Restricted cuts are not required unless Restricted revenues see reductions
 - If these funds are considered in “across the board” cuts, how does that impact current assumptions?
 - Consider actual impact on unrestricted and restricted revenues/expenses instead of an “across the board” decrease in expenses

Special funds are unique in nature and staff was not asked to identify “across the board” cuts for special funds. However, special funds are required to balance. Fund Managers are responsible for monitoring the health of their assigned operating funds in conjunction with the Budget Office. This involves continued analysis of both special fund expenditures and revenues. On March 26, 2020, fiscal staff was asked to complete an updated forecast for special funds managed in their department. Staff was also asked to update their multi-year special fund projections and include fund balance. In addition, staff was asked to identify the following for FY2020 and FY 2021 capital projects:

1. *Projects that have started but will be delayed*
2. *Projects that have started and will be completed*
3. *Projects that have not started and can be delayed*
4. *Projects that have not started and can be cancelled*

We are compiling this information and are scheduled to present our proposed capital projects and program deferrals to the Policy Committee on May 19th.

2. What is total amount of General Fund revenues currently transferred to cover Restricted funds?
 - How would freezing these transfers impact restricted fund spending?

Included in the FY 2020 adopted budget was \$13.3 million in General Fund transfers to other funds. This transfer was increased to \$23.2 million with the adoption of the 1st Amendment to the Appropriation Ordinance in November. Included in the transfers are funding allocations to the following funds:

- ✓ *Equipment Replacement*
- ✓ *FUND\$ Replacement*
- ✓ *General Fund Reserves (Stability & Catastrophic)*
- ✓ *Public Liability Fund*
- ✓ *Other Post Employee Benefits*
- ✓ *Insurance*
- ✓ *Capital Improvement Fund*

Allocations for these transfers are being reviewed to determine if there is available fund balance in the special fund to support the fund without the transfer in FY 2021. We are also reviewing the transfer to the Capital Improvement Fund (\$9.6 million) to identify capital projects that can be deferred as noted in the response to question #1 above.

3. What are the impacts on General Fund revenues that are generated through voter-approved general tax measures (Measure D Soda Tax, Measure U1 and Measure P)?

This information was presented to the Policy Committee on May 4, 2020. The updated General Fund revenue schedule can be found in the FY 2021 Budget Update report (Item #2, Attachment A). Included on the same agenda was the Measure P Revenues and Allocations report (Item #5).

Salary Savings

1. Based on conversations with budget experts, across the board cuts or reductions are not very feasible to implement since a majority of General Fund spending is for public safety which is difficult to reduce. This results in disproportionate reductions in other departments. In addition, the ability to make cuts depends greatly in funding source and spending requirements. Should look at big-ticket ways to achieve cost savings.
2. Why propose just 10%, 12% and 15% deferrals? If the impacts of COVID on the city budget are greater should model other scenarios.

This pandemic thrust us into uncharted fiscal territories. We must use facts and data as we develop the FY 2021 Budget Update. We are aligning the expenditures with the revenue projections to establish a balanced budget. Staff will propose a balanced budget that allows the City the ability to be agile enough to respond to additional financial swings outside of the projections. This will include the use of the General Fund Reserves as part of a comprehensive strategy to mitigate revenue loss while continuing to provide essential City services.

4. How would projected cost savings (10%, 15%, 20% etc.) be impacted if public safety expenses, including hazard mitigations (e.g. vegetation management) were maintained at existing levels?

Additional costs to offset the expenditures would have to be identified. Other departments would have to absorb the additional load, which would impact the City's ability to maintain other services. The General Fund Target Deferrals by department are displayed in the chart below.

Department	FY 2021 Revised Baseline Budget	FY 2021 Internal Service Costs	FY 2021 Adjusted Budget*	10% Deferral	12% Deferral	15% Deferral
City Auditor	2,657,863	227,099	2,430,764	243,076	291,692	364,615
City Attorney	3,039,583	218,523	2,821,060	282,106	338,527	423,159
City Clerk	2,849,880	182,225	2,667,655	266,766	320,119	400,148
City Manager	7,481,872	605,555	6,876,317	687,632	825,158	1,031,448
Finance	7,172,555	771,001	6,401,554	640,155	768,186	960,233
Fire	35,795,902	2,841,265	32,954,637	3,295,464	3,954,556	4,943,196
Health, Housing, & Community Services	17,701,995	3,013,721	14,688,274	1,468,827	1,762,593	2,203,241
Human Resources	2,635,819	265,070	2,370,749	237,075	284,490	355,612
Information Technology	580,710	-	580,710			
Office of Economic Development	2,959,800	73,306	2,886,494	288,649	346,379	432,974
Parks Rec & Waterfront	6,943,078	851,031	6,092,047	609,205	731,046	913,807
Planning	2,534,191	400,284	2,133,907	213,391	256,069	320,086
Police	73,986,482	4,135,383	69,851,099	6,985,110	8,382,132	10,477,665
PRC	788,001	161,898	626,103	62,610	75,132	93,915
Public Works	4,408,589	890,461	3,518,128	351,813	422,175	527,719
TOTAL	171,536,320	14,636,822	156,899,498	15,631,879	18,758,255	23,447,818
**FY 2021 Adjusted Budget = FY 2021 Revised Budget - FY 2021 Internal Services						
Internal Service Costs include the following:						
Facilities Maintenance						
IT Cost Allocation						
Mail Services						
Vehicle Maintenance						
Vehicle Replacement						

5. Can some General Funded staff be transferred to Restricted/Enterprise programs (within rules of the Restricted funds)

Yes. Staff is reviewing this option as part of the expenditure deferrals with a keen eye to ensure that any proposed costs shifts are allowable and in accordance with the purpose and restriction of the fund.

6. What is estimated salary savings based on current unfilled positions? Are there revenues available in FY 20 from unfilled positions that can be programed to close the deficit?

In FY 2019 the General Fund salary savings was \$4 million. However, these salary savings are offset by the use of overtime as well as personnel and service contracts needed to complete the work that otherwise would have been performed had the position been filled.

Incorporated into the FY 2020 Adopted Budget are the following assumed salary savings.

Miscellaneous – 3%
Police – 1%
Fire – 0%

These assumed rates are also included in the FY 2021 Budget Update.

Property Tax

1. Can you explain why you are assuming that property tax revenues would decline? Is this due to property owners not paying or deferring their property taxes due to economic hardship or in protest?

The projected decline in property tax revenues is not in the assessed value decline but in the projection of the receivables. Typically, the City receives between 95%-98% collection rates. In the near term the decline is in the receivable percentage due to concern about property owners' ability to pay due to decreases in income and the impacts of the unemployment. Some affected property owners will ultimately be able to make back payments, but some may have longer term hardships.

2. What is the source of the revenue reduction for property taxes in FY 2020/21?

Property tax revenues projections were lowered due to assuming an additional 10% of uncollectable amounts due for FY 2020 and FY 2021, due to concerns over property owners' ability to remit. FY 2021 valuations assumed to increase by 3.5%, resulting in a net change of 6.5% from FY 2020 to FY 2021. The projected decline in property tax revenues is not in the assessed value decline but in the projection of the receivables. Typically, the City receives between 95%-98% collection rates. In the near term the decline is in the receivable percentage due to concern about property owners' ability to pay due to decreases in income and the impacts of the unemployment. Some affected property owners will ultimately be able to make back payments, but some may have longer term hardships.

3. Has the Finance Department reached out to the County Tax Collector to see whether there was a significant decrease in the second property tax payments due in April?

Alameda County has informed the City that they will withhold an additional 5% of their remittance to the City, due to concerns about the uncollectible amount of the receivables of property tax payments that property owners submitted to the County.

Sales Tax

1. What are the underlying assumptions behind the projected reduction in Sales Tax in FY 21?

Sales Tax revenue driven by economic activities and most of these activities have been severely impacted because of the shelter in place order. Due to these, the projections assumed a negative -15% in the current and next fiscal year, based on

the estimates of activity in the City's business categories, and have been revised downward due to closures affecting retail sales and the potential impact of a deferral program being considered by the California Department of Tax and Fee Administration (CDTFA). While most of the impact of the closures will affect FY 2021 due to the 3 month lag in remittances to the City, businesses taking advantage of the deferral program could shift some remaining FY 2020 revenues into FY 2021. This revenue stream will be monitored closely on a quarterly basis as remittances are received and projection assumptions changes.

2. Has consideration been given to arts venue closures throughout 2020 and perhaps First Quarter 2021?

We believe that closures of arts venues will affect sales tax and business license tax revenues, with most impact felt in FY 2021. We have included these impacts in our FY 2020 and FY 2021 projections.

3. Given that food service and bars represent approximately 25% of Berkeley sales tax revenues, can look at what a greater than 25% reduction in revenues would look like? There are resulting reductions in sales taxes in retail, gasoline purchases and other business sectors.

Restaurants and bars are presently severely impacted by COVID-19 closures, and the effects on their business will extend beyond the expiration of the current health order. However, we do not expect sales tax revenues from this sector to stay at their current severely reduced level beyond Q1 of FY 2021.

4. Can you model several worst case scenarios if Shelter in Place restrictions are extended or reinstated due to a second wave of infections?

Yes, we can, but be aware that each of the revenue streams utilized assumptions based on their peculiar historical revenue patterns and can be made to each of them as we get more data or as there is a need for changes based on Shelter in Place restrictions or other macro or micro economic data.

Utility Users Tax

1. Why would there be a reduction in Utility Users Tax? In actuality, shouldn't these revenues should increase with people being home?

Projected reductions are mainly due to expected impacts from temporary idling of non-residential utility customers. Roughly 70% of the UUT revenue is generated from utility usage by commercial and industrial customers, and we project a 50% decline in this portion for the duration of FY 2020, due to mandated closures of businesses. This amounts to a 9% annualized reduction in overall UUT revenue. As any recovery in usage will be gradual, we are projecting a 15% reduction from previous estimates in FY 2021.

2. Is the anticipated reduction based on closure of businesses? If so what is the projected rate and number of business closures?

Projected reductions are mainly due to expected impacts from temporary idling of non-residential utility customers. Roughly 70% of the UUT revenue is generated from utility usage by commercial and industrial customers, and we project a 50% decline in this portion for the duration of FY 2020, due to mandated closures of businesses. This amounts to a 9% annualized reduction in overall UUT revenue. As any recovery in usage will be gradual, we are projecting a 15% reduction from previous estimates in FY 2021.

Transient Occupancy Tax

1. What are the underlying assumptions behind the projected 35% reduction?

For FY 2021, due to potentially deteriorating economic conditions, event cancellations, and consumer concern regarding the safety of travel, TOT revenues are projected to reduce by 35% from pre-COVID-19 estimates. These estimates will be augmented as we receive projections from the Hotels about their occupancy and revenue expectations.

2. Can you project a potential 75% decrease in FY 21 TOT receipts if there are further Shelter in Place restrictions, or there is a resulting decrease in tourism?

A 75% decrease would cause TOT revenues to be reduced by an additional \$3.1M.

Parking Citations

1. What are the underlying assumptions behind the projected 24% reduction?

FY 2021, we expect a reduction of these revenue streams due to the shelter in place order. With business closures and the abundant availability of parking downtown with the new parking garage, resulting in a dramatic drop-off in revenues in the first quarter, with gradual recovery as overall economic activity returns.

2. Can you project a potential 75% decrease in parking citation revenue to account for a worst case scenario if there are further Shelter in Place restrictions, or if residents voluntarily choose to shelter at home?

A 75% decrease for FY 2021 would cause Parking Citation revenues to be reduced by an additional \$3.4M.

Parking Meters Revenues

1. Can you point to where parking meter revenue is included in the revenue report?

Parking Meter revenues are recorded in the Off Street Parking Fund. These are funds that are separate and not included in the General Fund revenue projections.

2. Can you project a potential 50% decrease in parking meter revenues to account for a worst case scenario if there are further Shelter in Place restrictions?

The On Street Parking Fund is a non-General Fund and it is managed by Public Works. The Fund managers are working on a projection that might include these decreases. The bottom line is that there will be a huge impact in these revenues, the question is how deep and how long.

3. What impact will this decrease in revenue have in making debt payments for the construction of the Center Street Garage?

There will be an impact in the debt payment for the parking revenue bonds as the revenues have been pledged to the bond holders and since the shelter in place the garage was closed and then re-opened but the revenues projected to make the debt service has been hugely impacted. From the initial projections of the revenues received so far, the General Fund will have to help make the debt payments for the next fiscal year and it is anticipated that there might be an increase in revenues as the shelter in place is phased in and economic activity picks up.

4. What are some possible strategies to cover the debt service and the operational costs of the parking enforcement program?

A cost reduction plan is being worked on and the parking revenue bond debt service payment will need help from the General Fund for fiscal year 2021. The Fund balance will be able to pay the debt service that is due on June 1, 2020 which is the last payment for the current fiscal year but the next debt service due on December 1st, 2020 will need some assistance in order to make the payments.

Business License Taxes

1. What are the underlying assumptions behind the projected 35% reduction?

Business License Tax is due in February of every year and it is based on the gross receipts from the previous calendar year. This means that the economic activities from January 1, 2020 to December 31, 2020 will determine the revenues that will be generated for fiscal year 2021. Since the shelter in place is within those dates and the economic activities that will generate these revenues have been hugely impacted, the assumption was to weigh average the quarters and this was how we landed at the 35% projections. For instance, we know the first quarter was fine in terms of the historical numbers we typically received, the second quarter will be hugely impacted and the third and fourth quarter will have a marginal recovery as the economy opens up. How fast and how long the opening up will have an effect is the unknown and we will be reviewing all the economic data so as to make all necessary adjustments.

2. Can you provide a breakdown of the categories, numbers of businesses, and percentage of all licensees of business license holders (food service, manufacturing, retail, rental property etc.)

See table below

Sum of Count	Column Labels			% of Total	
	Row Labels	Application	Renewal		Grand Total
Administrative					
Headquarters			59	59	0%
Auto Vehicle For Hire			11	11	0%
Business Personal Repair Svs	57		1057	1114	9%
Cannabis			16	16	0%
Construction or Contractor	141		2083	2224	18%
Entertainment Recreation	17		226	243	2%
Grocer			31	31	0%
Manufacturing	7		236	243	2%
Massage	2		60	62	1%
Motor Vehicle Sales			10	10	0%
Non Profit Organizations	13		583	596	5%
Professional					
Semiprofessional	133		2685	2818	23%
Recycling			5	5	0%
Rental of Real Property	49		3209	3258	27%
Retail Trade	56		1244	1300	11%
Street Vendors			33	33	0%
Wholesale Trade	3		140	143	1%
Grand Total	478		11688	12166	100%

3. When are business license taxes due payable to the city?

Business License Tax is due in February each year, based on the gross receipts from the previous calendar year. Consequently, most of this revenue is recorded in the third quarter of the fiscal year. Some amounts, however, are received later due to late payments.

4. Has there been a consideration of further decreases in business license revenues if there are continued Shelter in Place restrictions or if the UC campus decides to not allow in-person instructions?

Yes, there has been, and if that happens, the numbers will need to be adjusted accordingly. Business License Tax is due in February each year, based on the gross receipts from the previous calendar year. This means that the economic activities from January 1, 2020 to December 31, 2020 will determine the revenues that will be generated for fiscal year 2021. Since the shelter in place is within those dates and the economic activities that will generate these revenues have been hugely impacted, the assumption was to weigh average the quarters and this was how we landed at the 35% projections. For instance, we know the first quarter was fine in terms of the historical numbers we typically received, the second quarter will be hugely impacted and the third and fourth quarter will have a marginal recovery as the economy opens up. We will have to reevaluate the assumptions if the UC campus decides not to allow in-person instructions.

Other Revenues

1. What sources are included in “Other Revenues”?

There are over 200 different taxes and fees that make up the Other Revenues category, but the majority is composed of: Residential Parking Permit fees, Utilities Permit fees, Health Inspection Fees, Fire Inspection Fees, Other Recreation Fees, Work for Private Parties, and Miscellaneous Charges. These line items run from a \$5 over and short misc. revenue to \$574,905 for Health inspections.

2. What other revenues that come from County (Measure B/BB) sales tax could be expected to decline and under what category do they fall?

*Please see response to question #1 above under **General Fund vs. Restricted Funds.***



**Budget and Finance Policy Committee
FY 21 Budget Timeline**

Date	Discussion Topics
05/11	<ul style="list-style-type: none"> • FY 21 Budget Update <ol style="list-style-type: none"> 1. Review questions from Budget and Finance Policy Committee 2. Discuss additional budget adjustments • Center Street Parking Garage • Budget Timeline
05/19 (Tuesday)	<ul style="list-style-type: none"> • Discuss list of proposed capital project and program deferrals • Reserves <ol style="list-style-type: none"> 1. Discuss use of reserves 2. Declaration of fiscal emergency to access reserves
05/26 (Tuesday)	<ul style="list-style-type: none"> • Discuss additional list of proposed deferrals
06/04	<ul style="list-style-type: none"> • Special meeting to discuss budget
06/11	<ul style="list-style-type: none"> • Regularly scheduled meeting to discuss budget
06/18	<ul style="list-style-type: none"> • Special meeting to discuss budget
06/25	<ul style="list-style-type: none"> • Regularly scheduled meeting to discuss budget

**City Council
FY 21 Budget Timeline**

Date	Discussion Topics
05/12	<ul style="list-style-type: none"> • FY 20 Mid-Year Budget Update • FY 21 Budget Update and Public Hearing #1
05/26	<ul style="list-style-type: none"> • FY 21 Budget Update <ol style="list-style-type: none"> 1. Discuss list of proposed deferrals 2. Discuss use of reserves 3. Declaration of fiscal emergency to access reserves
06/02	<ul style="list-style-type: none"> • FY 21 Budget Public Hearing #2 • City Council deadline to submit budget items to city council
06/16	<ul style="list-style-type: none"> • FY 21 Budget discussion
06/23	<ul style="list-style-type: none"> • Tentative work session date for special meeting on city budget
06/30	<ul style="list-style-type: none"> • FY 21 Mid-Biennial Budget Update and FY 21 Annual Appropriations Ordinance

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Office of the City Manager

Date: May 11, 2020
 To: Budget and Finance Policy Committee
 From: Dee Williams-Ridley, City Manager
 Submitted by: Henry Oyekanmi, Director, Finance
 Subject: COVID-19 Impacts on the Center Street Parking Revenue Bonds

Presented here is a preliminary report on the effects of the CORVID-19 Shelter in Place is having on the garage operations. As you are aware, the City issued Parking Revenue Bonds in 2016 to finance the demolition of the old parking garage structure and construct a new parking garage. The terms of the agreement are:

Pledge of Net Revenues: Under the Installment Sale Agreement, the City has established a pledge of, lien on and security interest in all of the Net Revenues of the Off Street Parking Enterprise and the Parking Meter Enterprise to secure the Installment Payments and any Parity Debt (as defined below).

Net Revenues Covenant. In addition, starting on July 1, 2019, the City will fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the Off Street Parking Enterprise and Parking Meter Enterprise during each Fiscal Year which are sufficient to yield aggregate Net Revenues of the Off Street Parking Enterprise and the Parking Meter Enterprise which are at least equal to 125% of the amount described in the preceding paragraph (ii) for such Fiscal Year. If and to the extent the City has included Installment Payments that is has failed to pay in the calculation of the rate covenant under this paragraph, the City does not have to include in such calculation any Reimbursement Amounts payable to the Bond Insurer. For purposes of illustration, the City will satisfy the covenant set forth in this paragraph if, in a Fiscal Year starting on or following July 1, 2019, the Net Revenues of the Off Street Parking Enterprise are equal to 120% of the amount described in the preceding paragraph (ii) for such Fiscal Year and the Net Revenues of the Parking Meter Enterprise are equal to 5% of the amount described in the preceding paragraph (ii) for such Fiscal Year.

Based on the preliminary actual revenues and the projections for fiscal year 2021, the lack of operations will have an impact on the revenues and the funds will not be able to make the debt service payments for fiscal year 2021. Also, the revenue to expenditure ratio of 125% will not be met.

The City will have to come up with an alternative funding source in order to make the debt service of \$1,910,250 for FY2021 so as not to default on the debt.

Bond Debt Service
Berkeley Joint Powers Financing Authority
Parking Revenue Bonds, Series 2016
*****Final Numbers*****
A Underlying Rating/BAM Insured

Payment Date	Principal	Coupon	Interest	Debt Service	Annual Debt Service	FY
12/1/2016			313,885.83	313,885.83		2017
6/1/2017			576,525.00	576,525.00	890,410.83	2017
12/1/2017			576,525.00	576,525.00		2018
6/1/2018			576,525.00	576,525.00	1,153,050.00	2018
12/1/2018			576,525.00	576,525.00		2019
6/1/2019			576,525.00	576,525.00	1,153,050.00	2019
12/1/2019			576,525.00	576,525.00		2020
6/1/2020	760,000	3.000%	576,525.00	1,336,525.00	1,913,050.00	2020
12/1/2020			565,125.00	565,125.00		2021
6/1/2021	780,000	3.000%	565,125.00	1,345,125.00	1,910,250.00	2021
12/1/2021			553,425.00	553,425.00		2022
6/1/2022	805,000	4.000%	553,425.00	1,358,425.00	1,911,850.00	2022
12/1/2022			537,325.00	537,325.00		2023
6/1/2023	840,000	4.000%	537,325.00	1,377,325.00	1,914,650.00	2023
12/1/2023			520,525.00	520,525.00		2024
6/1/2024	870,000	4.000%	520,525.00	1,390,525.00	1,911,050.00	2024
12/1/2024			503,125.00	503,125.00		2025
6/1/2025	905,000	4.000%	503,125.00	1,408,125.00	1,911,250.00	2025
12/1/2025			485,025.00	485,025.00		2026
6/1/2026	945,000	4.000%	485,025.00	1,430,025.00	1,915,050.00	2026
12/1/2026			466,125.00	466,125.00		2027
6/1/2027	980,000	4.000%	466,125.00	1,446,125.00	1,912,250.00	2027
12/1/2027			446,525.00	446,525.00		2028
6/1/2028	1,020,000	4.000%	446,525.00	1,466,525.00	1,913,050.00	2028
12/1/2028			426,125.00	426,125.00		2029
6/1/2029	1,060,000	4.000%	426,125.00	1,486,125.00	1,912,250.00	2029
12/1/2029			404,925.00	404,925.00		2030
6/1/2030	1,105,000	4.000%	404,925.00	1,509,925.00	1,914,850.00	2030
12/1/2030			382,825.00	382,825.00		2031
6/1/2031	1,145,000	4.000%	382,825.00	1,527,825.00	1,910,650.00	2031
12/1/2031			359,925.00	359,925.00		2032
6/1/2032	1,190,000	4.000%	359,925.00	1,549,925.00	1,909,850.00	2032
12/1/2032			336,125.00	336,125.00		2033
6/1/2033	1,240,000	4.000%	336,125.00	1,576,125.00	1,912,250.00	2033
12/1/2033			311,325.00	311,325.00		2034
6/1/2034	1,290,000	4.000%	311,325.00	1,601,325.00	1,912,650.00	2034
12/1/2034			285,525.00	285,525.00		2035

6/1/2035	1,340,000	3.000%	285,525.00	1,625,525.00	1,911,050.00	2035
Payment Date	Principal	Coupon	Interest	Debt Service	Annual Debt Service	FY
12/1/2035			265,425.00	265,425.00		2036
6/1/2036	1,380,000	3.000%	265,425.00	1,645,425.00	1,910,850.00	2036
12/1/2036			244,725.00	244,725.00		2037
6/1/2037	1,425,000	3.000%	244,725.00	1,669,725.00	1,914,450.00	2037
12/1/2037			223,350.00	223,350.00		2038
6/1/2038	1,465,000	3.000%	223,350.00	1,688,350.00	1,911,700.00	2038
12/1/2038			201,375.00	201,375.00		2039
6/1/2039	1,510,000	3.000%	201,375.00	1,711,375.00	1,912,750.00	2039
12/1/2039			178,725.00	178,725.00		2040
6/1/2040	1,555,000	3.000%	178,725.00	1,733,725.00	1,912,450.00	2040
12/1/2040			155,400.00	155,400.00		2041
6/1/2041	1,600,000	3.000%	155,400.00	1,755,400.00	1,910,800.00	2041
12/1/2041			131,400.00	131,400.00		2042
6/1/2042	1,650,000	3.000%	131,400.00	1,781,400.00	1,912,800.00	2042
12/1/2042			106,650.00	106,650.00		2043
6/1/2043	1,700,000	3.000%	106,650.00	1,806,650.00	1,913,300.00	2043
12/1/2043			81,150.00	81,150.00		2044
6/1/2044	1,750,000	3.000%	81,150.00	1,831,150.00	1,912,300.00	2044
12/1/2044			54,900.00	54,900.00		2045
6/1/2045	1,805,000	3.000%	54,900.00	1,859,900.00	1,914,800.00	2045
12/1/2045			27,825.00	27,825.00		2046
6/1/2046	1,855,000	3.000%	27,825.00	1,882,825.00	1,910,650.00	2046
	33,970,000		20,859,360.83	54,829,360.83	54,829,360.83	



Office of the City Manager

ACTION CALENDAR

May 26, 2020

(Continued from May 12, 2020)

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Teresa Berkeley-Simmons, Budget Manager

Subject: FY 2020 Mid-Year Budget Update

INTRODUCTION

This report presents the FY 2020 Mid-Year Budget Update and focuses on projected General Fund revenues and expenditures. This report also provides information on expenditure projections for the City's special funds.

CURRENT SITUATION AND ITS EFFECTS

The City of Berkeley is currently in FY 2020, the first of two fiscal years in the FY 2020 & FY 2021 biennial budget cycle, which Council adopted on June 25, 2019¹. Fiscal Year 2020 runs from July 1, 2019 through June 30, 2020.

As of December 31, 2019, both the General Fund revenues and the General Fund expenditures were on track and within budget.

	Adjusted Budget	FY 2020 Mid-Year Actuals	% Received/ Expensed and Encumbered
Revenues	\$197.0	\$107.7	55%
Expenditures	(\$229.5)	(\$107.0)	47%
Carryover and Excess Equity	\$ 32.5		
Balance	\$ 0		

The carryover and excess equity are carried forward from FY 2019. Additional information on the carryovers and excess equity allocation is discussed later in this report under the General Fund Expenditures section.

¹ https://www.cityofberkeley.info/Clerk/City_Council/2019/06_June/Documents/2019-06-25_Item_39_FY_2020_and_FY_2021_Biennial_Budget.aspx

FY 2020 Mid-Year Summary

On November 19, 2019, Council was provided the [FY 2019 Year-End Results and FY 2020 First Quarter Budget Update](#) report. At the time, both the General Fund revenues and the General Fund expenditures were tracking within budget.

General Fund Revenues

Revenue Categories	FY 2020				FY 2019				FY20 vs FY19		Revised	
	Adopted (a)	Mid-Year Actual (b)	Variance c=(b - a)	% Received (d) = (b)/(a)	Adopted (e)	Mid-Year Actual (f)	Variance g=(e) - (f)	% Received (h) = (f)/(g)	Amount (i) = (b) - (f)	% (j) = (i)/(f)	Mid-Year FY 2020 Difference	Mid-Year FY 2020 Projections
Secured Property	\$63,199,622	\$32,175,526	(\$31,024,096)	50.91%	\$57,966,998	\$30,220,695	\$27,746,303	52.13%	1,954,831	6.47%		\$63,199,622
Redemptions -Regular	668,140	356,477	(\$311,663)	53.35%	668,140	317,903	350,237	47.58%	38,574	12.13%		668,140
Supplemental Taxes	1,400,000	808,127	(\$591,873)	57.72%	1,400,000	741,314	658,686	52.95%	66,813	9.01%	400,000	1,800,000
Unsecured Property Taxes	2,500,000	2,705,126	\$205,126	108.21%	2,500,000	2,483,983	16,017	99.36%	221,143	8.90%	200,000	2,700,000
Property Transfer Tax	12,500,000	15,043,643	\$2,543,643	120.35%	12,500,000	11,911,150	588,850	95.29%	3,132,493	26.30%	7,500,000	20,000,000
Property Transfer Tax-Measure P	1,509,218	7,046,430	\$5,537,212	466.89%			-		7,046,430		8,000,000	9,509,218
Sales Taxes	18,238,000	9,430,533	(\$8,807,467)	51.71%	18,140,977	9,399,650	8,741,327	51.81%	30,883	0.33%		18,238,000
Soda Taxes	1,459,057	789,196	(\$669,861)	54.09%	1,500,000	818,879	681,121	54.59%	(29,683)	-3.62%		1,459,057
Utility Users Taxes	15,000,000	6,327,611	(\$8,672,389)	42.18%	15,000,000	6,307,679	8,692,321	42.05%	19,932	0.32%	(1,000,000)	14,000,000
Transient Occupancy Taxes	7,800,000	4,483,409	(\$3,316,591)	57.48%	7,800,000	4,331,381	3,468,619	55.53%	152,028	3.51%		7,800,000
Short-term Rentals	1,020,000	867,507	(\$152,493)	85.05%	840,000	870,987	(30,987)	901.974	(3,480)	-0.40%	700,000	1,720,000
Business License Tax	19,584,000	1,166,980	(\$18,417,020)	5.96%	19,200,000	1,381,343	17,818,657	7.19%	(214,363)	-15.52%		19,584,000
Recreational Cannabis	510,000	702,857	\$192,857	137.82%	500,000	267,674	232,326	53.53%	435,183	162.58%	790,000	1,300,000
U1 Revenues	1,000,000	187,700	(\$812,300)	18.77%	1,000,000	166,131	833,869	16.61%	21,569	12.98%	4,500,000	5,500,000
Other Taxes	1,116,860	776,645	(\$340,215)	69.54%	1,049,800	757,746	292,054	72.18%	18,899	2.49%	500,000	1,616,860
Vehicle In-Lieu Taxes	13,333,826	6,678,022	(\$6,655,804)	50.08%	12,381,128	6,241,142	6,139,986	50.41%	436,880	7.00%		13,333,826
Parking Fines-Regular Collections	6,600,000	3,151,728	(\$3,448,272)	47.75%	5,818,123	3,614,649	2,203,474	62.13%	(462,921)	-12.81%	(600,000)	6,000,000
Parking Fines-Booting Collections	200,000	8,685	(\$191,315)	4.34%	200,000	97,879	102,121	48.94%	(89,194)	-91.13%	(100,000)	100,000
Moving Violations	190,000	114,850	(\$75,150)	60.45%	235,000	64,055	170,945	27.26%	50,795	79.30%	(20,000)	170,000
Ambulance Fees	4,200,000	2,392,802	(\$1,807,198)	56.97%	4,613,194	2,127,332	2,485,862	46.11%	265,470	12.48%		4,200,000
Interest Income	3,500,000	3,019,829	(\$480,171)	86.28%	2,500,000	2,429,507	70,493	97.18%	590,322	24.30%	1,500,000	5,000,000
Franchise Fees	2,068,928	421,414	(\$1,647,514)	20.37%	1,984,643	467,254	1,517,389	23.54%	(45,840)	-9.81%		2,068,928
Other Revenue	8,044,544	4,296,552	(\$3,747,992)	53.41%	7,620,152	3,985,112	3,635,040	52.30%	311,440	7.82%		8,044,544
IDC Reimbursement	6,100,000	2,525,542	(\$3,574,458)	41.40%	4,952,317	2,448,433	2,503,884	49.44%	77,109	3.15%	(700,000)	5,400,000
Transfers	5,266,688	2,192,784	(\$3,073,904)	41.63%	4,385,568	1,316,665	3,068,903	30.02%	876,119	66.54%		5,266,688
Total Revenue:	\$197,008,883	\$107,669,975	\$89,338,908	54.65%	\$184,756,040	\$92,768,543	\$91,987,497	50.21%	\$14,901,432	16.06%	\$21,670,000	\$218,678,883

Note: This statement is presented on a budgetary basis.

For the first half of FY 2020, revenues and transfers in totaled \$107,669,975, an increase of \$14,901,432 or 16.06% increase over the \$92,768,543 during the same period of FY 2019.

FY 2020 Year-end General Fund revenues projection appear to be \$21.7 million above the FY 2020 Adopted Budget of \$197.0 million. However, if we remove the General Fund revenue streams that have been programed for priority projects and programs including Excess Property Transfer Tax (\$7.5 million), Measure P (\$8.0 million), and U1 (\$4.5 million), the General Fund revenues above the FY 2020 Adopted Budget is only \$1.7 million. If Council decides to program excess Short-Term Rentals (\$700,000) and excess Recreational Cannabis (\$790,000) only \$180,000 of unallocated General Fund revenues will be available for allocation at FY 2020 year-end, assuming expenses do not exceed budget estimates.

The first half review focuses primarily on the major revenue fluctuation, and changes that have occurred that might result in significant changes in future projections or on revenue sources that warrant close monitoring.

Secured Property Tax (+\$1,954,831 more than FY 2019 Actual)

During the first half of FY 2020, Secured Property Tax revenues totaled \$32,175,526, which was \$1,954,831 or 6.47% more than the \$30,220,695 received during the same period in FY 2019. This increase was consistent with the County's Certification of Assessed Valuation growth of 6.62%.

Property Transfer Tax (+\$3,132,493 more than FY 2019 Actual)

During the first half of FY 2020, Property Transfer Tax totaled \$15,043,643 (after seismic rebates of \$492,506), which was \$3,132,493 or 26.30% more than the \$11,911,150 (after \$276,935 in seismic rebates) received for the first half of FY 2019. The number of property sales increased by 37 or 6.9%, to 574 in the first half of FY 2020 from 537 for the same period in FY 2019. However, the primary reason for the \$3,132,493 increase in Property Transfer Tax was the sale of a group of five properties totaling \$172.9 million that resulted in Property Transfer Tax of \$2,593,898. Staff will closely monitor this revenue for a probable increase in the FY 2020 projection.

In addition, \$7,046,430 in Measure P taxes was collected during the first half of FY 2020 compared to zero collected during the first half of FY 2019, as the tax took effect December 21, 2018.

Sales Tax (+\$30,883 more than FY 2019 Actual)

For the first half of FY 2020, Sales Tax revenue totaled \$9,430,533, which is \$30,883 or 0.33% more than the \$9,399,650 received for the first half of FY 2019.

Utility Users Taxes (+ \$19,932 more than FY 2019 Actual)

Utility Users Taxes revenue for the first half of FY 2020 totaled \$6,327,611, which is \$19,932 or 0.32% more than the \$6,307,679 received for the same period in FY 2019. Staff is monitoring this revenue source closely for a probable projection reduction because of a sharp decline in FY 2019 from the \$15 million level generated in recent years. That decline resulted from significant declines in cellular, gas/electric and cable charges. During the first half of FY 2020, Cable charges declined by \$56,202 or 8.9%; Cellular charges increased by \$98,344 or 10.3%; Electric charges declined by \$84,144 or 2.7%; Gas charges increased by \$125,133 or 16.6%; and Telephone charges declined by \$59,503 or 7.3%. However, overall, there was no rebound during the first half of FY 2020. Therefore, the FY 2020 projection for the UUT revenue source will likely be lowered to \$14 million from \$15 million.

Transient Occupancy Tax (+\$152,028 more than FY 2019 Actual)

Transient Occupancy Tax (TOT) revenue for the first half of FY 2020 totaled \$4,483,409 which is \$152,028 or 3.51% more than the \$4,331,381 received for the first half of FY 2019. The increase in FY 2020 is attributable to growth at the five largest hotels in Berkeley ranging from -2.9% to +6.30% (average of 2.1%) during the first half of the fiscal year plus a \$49,207 receipt during the first half of the fiscal year that was applicable to FY 2019

Vehicle In-Lieu Taxes (+\$436,880 over FY 2019 Actual)

Vehicle In-Lieu Taxes increased by \$436,880 or 7.00% in the first half of FY 2020 to \$6,678,022 from \$6,241,142 for the same period in FY 2019. This increase was consistent with the County's Certification of Assessed Valuation growth of 6.62%.

Interest Income (+\$590,322 over FY 2019 Actual)

For the first half of FY 2020, interest income totaled \$3,019,829 which is \$590,322 or 24.30% more than the total of \$2,429,507 received for the same period in FY 2019. This increase is primarily attributable to a significant rise in short-term interest rates, as the Federal Reserve began raising the Federal Funds rate from very low levels. However, the Federal Reserve reversed course on July 31, 2019 and cut interest rates on that date, September 18, 2019, and October 31, 2019 by 25 basis points on each date.

Indirect Cost Reimbursements (+\$77,109 over FY 2019 Actual)

IDC Reimbursement for the first half of FY 2020 totaled \$2,525,542 which is \$77,109 or 3.15% more than the \$2,448,433 received for the same period in FY 2019. Since the Indirect cost rates were the same for FY 2020 and FY 2019, the increase of 3.15% in the total is attributable to an increase in direct salaries and wages. IDC Reimbursement increases result from increases in the indirect cost allocation base (i.e., total direct salaries and wages in the fund), an increase in the indirect cost rate or both.

Transfers (+\$876,119 over FY 2019 Actual)

Transfers for the first half of FY 2020 totaled \$2,192,784 which is \$876,119 or 66.54% more than the \$1,316,665 received for the same period in FY 2019. The increase of \$876,119 was due to the timing of the recording of more of the State Realignment transfer to the General Fund during the first half of FY 2020, than in the first half of FY 2019.

General Fund Expenditures

On December 3, 2019 the City Council approved General Fund recommended rollovers, carryovers, and adjustments totaling \$32.5 million in the [Amendment to the FY 2020 Annual Appropriations Ordinance²](#) (AAO).

The changes to the FY 2020 General Fund Budget from the AAO are shown below:

FY 2020 Adopted Budget	Encumbered Recommended	Unencumbered Recommended	Other Adjustments	FY 2020 Revised Budget
\$ 196,913,849	\$ 5,512,512	\$ 4,177,247	\$ 22,903,541	\$ 229,507,149

The encumbered rollovers reflect contractual obligations entered into in FY 2019, which had not been paid as of June 30, 2019. Unencumbered carryovers are approved by Council for specific purposes that had not be completed by the end of FY 2019. Funding for these commitments is brought forward into the current fiscal year to provide for payment of these obligations. Adjustments are new allocations for projects and Council priorities as detailed in the AAO.

Included in the other adjustments of \$22.9 million are Council authorized allocations for the following items:

1. Transfer of \$4,371,879 from the General Fund to the Capital Improvement Fund of FY 2019 Excess Property Transfer Tax Revenues for restricted items approved by Council on 6/25/19 (\$3,411,933) and new requests added to AAO #1 on 11/19/19 (\$959,946)
2. Item #80: Transfer of \$275,000 from the General Fund to the Capital Improvement Fund of FY 2019 Excess Property Tax Revenues for Capital Allocations in the Mayor's Budget Allocation Proposal presented to the Budget & Finance Policy Committee on 11/22/19 and approved to be added as part of staff's supplemental item for 12/3/19 Council meeting
3. Item #81: Appropriation of \$2,900,000 in the General Fund for Measure P allocations, which includes an allocation of \$78,000 for Youth Spirit Artworks Tiny House Village Services
4. Item #82: Appropriation of \$1,630,923 in the General Fund for Mayor's Budget Allocation Proposal Non-Capital Item Funds presented to the Budget & Finance Policy Committee on 11/22/19 and approved to be added as part of staff's supplemental item for 12/3/19 Council meeting

² https://www.cityofberkeley.info/Clerk/City_Council/2019/12_Dec/Documents/2019-12-03_Supp_1_Reports_Item_25_Rev_Budget_pdf.aspx

5. Item #83: Allocation of \$1,160,000 in the General Fund of FY 2019 Allocation to the Reserves as follows (\$0.64 Million to Stability Reserve and \$0.52 Million to Catastrophic Reserves)
6. Item #89: Appropriation of \$16,266 in the General Fund for a payment of excess FY 2019 additional Transient Occupancy Tax revenues to comply with Visit Berkeley allocation above the 1% FY 2019 Adopted TOT Budget contract amount

General Fund expenditures are tracking under budget as of December 31, 2019 as shown in the chart below. This is primarily due to salary savings and funds that were added as part of the AAO that were not spent yet. Departments that are tracking over 50 percent spent is due to encumbrances for contractual obligations entered into in FY 2020 in which payment might not be currently due as good or services might be in progress or not yet complete.

FY 2020 MID-YEAR GENERAL FUND EXPENDITURES (AS OF DECEMBER 31, 2019)							
DEPARTMENT	FY 2020 ADOPTED	FY 2020 REVISED*	YTD ACTUAL + ENCUMBRANCES	AVAILABLE BUDGET	% USED	PERSONNEL % USED	NON-PERSONNEL % USED
11 MAYOR AND COUNCIL	2,398,876	2,628,583	1,127,465.71	1,501,117	43%	43%	43%
12 CITY AUDITOR	2,625,103	2,701,278	1,096,399.67	1,604,878	41%	41%	41%
13 RENT STABILIZATION BOARD	0	602,015	52,015.00	550,000	9%	0%	9%
21 CITY MANAGER'S OFFICE	11,037,283	13,015,673	6,351,194.55	6,664,478	49%	42%	61%
31 CITY ATTORNEY	2,516,581	3,000,854	1,047,624.81	1,953,230	35%	34%	42%
32 CITY CLERK	3,004,901	3,348,417	1,076,165.83	2,272,251	32%	41%	25%
33 FINANCE	6,797,353	8,703,293	4,267,217.86	4,436,075	49%	38%	71%
34 HUMAN RESOURCES	2,329,292	3,354,046	1,038,696.56	2,315,349	31%	36%	24%
35 INFORMATION TECHNOLOGY	213,210	2,744,355	1,371,647.08	1,329,306	50%	0%	50%
51 HEALTH, HSG & COMMUNITY SVC	17,553,283	28,070,111	17,253,385.72	10,816,725	61%	42%	79%
52 PARKS, RECREATION & WATERFR	7,105,343	8,005,458	4,068,812.89	3,936,645	51%	49%	54%
53 PLANNING & DEVELOPMENT	2,426,051	3,625,616	1,431,320.31	2,194,295	39%	34%	49%
54 PUBLIC WORKS	4,404,030	5,382,250	2,619,061.60	2,763,188	49%	47%	51%
71 POLICE	70,622,557	71,110,036	34,841,279.30	36,268,757	49%	48%	61%
72 FIRE & EMERGENCY SERVICES	36,019,089	39,344,297	20,109,184.51	19,235,113	51%	47%	70%
99 NON DEPARTMENTAL	27,860,897	31,134,686	9,228,725.12	21,905,961	30%	98%	28%
Grand Total	196,913,849	226,770,966	106,980,197	119,747,367	47%	46%	50%

**FY 2020 Revised does not reflect as of December 31, 2019 all Council approved allocations included in the FY 2020 AAO #1.*

There might be additional one-time savings resulting from the reduction in expenditures; however, much of these saving will be allocated to the items already identified in the Fiscal Years 2020 & FY 2021 Biennial Budget adopted by Council on June 25, 2019³, including a \$5.3 million loan to Measure T1 for capital projects (Resolution 68.802 N.S.).

³ https://www.cityofberkeley.info/Clerk/City_Council/2019/06_June/City_Council_06-25-2019_-_Regular_Meeting_Agenda.aspx (Item #39)

This loan is to be paid back to the General Fund in January 2021 from the second issuance of Measure T1⁴.

Additional information of the General Fund revenues and expenditures will be presented in May with the FY 2021 Mid-Biennial Budget Update. Final FY 2020 year-end General Fund revenues and expenditures information will be included in the **FY 2020 Year-End Report and FY 2021 First Quarter Update** that will be presented to Council in November 2020.

All Funds Expenditures

The General Fund comprises 34.1 percent of the total adjusted budget. The rest of the budget consists of various Special Funds. Special Funds are collected for a specific purpose; therefore, are not discretionary. Only costs associated with the Special Fund activity may be charged to a Special Fund. Included in the FY 2020 Mid-Year All Fund Expenditures by Department chart below are both the General Fund expenditures to date and the Special Funds expenditures to date. On an All Funds basis, the City is tracking under budget as of December 31, 2019 as can be seen in the following chart:

FY 2020 MID-YEAR ALL FUNDS EXPENDITURES (AS OF DECEMBER 31, 2019)					
DEPARTMENT	YTD ACTUAL +				
	FY 2020 ADOPTED	FY 2020 REVISED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
11 MAYOR AND COUNCIL	2,398,876	2,628,583	1,127,466	1,501,117	43%
12 CITY AUDITOR	2,714,111	2,790,286	1,150,939	1,639,347	41%
13 RENT STABILIZATION BOARD	5,334,943	6,099,664	2,771,892	3,327,772	45%
21 CITY MANAGER'S OFFICE	14,548,957	18,023,786	8,288,486	9,735,300	46%
22 BERKELEY PUBLIC LIBRARY	26,114,585	26,830,114	11,188,043	15,642,071	42%
31 CITY ATTORNEY	4,594,533	6,357,659	2,884,711	3,472,948	45%
32 CITY CLERK	3,004,901	3,348,417	1,076,166	2,272,251	32%
33 FINANCE	8,766,934	10,745,163	5,161,213	5,583,949	48%
34 HUMAN RESOURCES	4,240,103	5,269,839	1,874,172	3,395,667	36%
35 INFORMATION TECHNOLOGY	19,404,413	35,617,289	8,797,175	26,820,114	25%
51 HEALTH, HSG & COMMUNITY SVC	54,597,950	80,909,554	39,098,972	41,810,582	48%
52 PARKS, RECREATION & WATERFR	46,600,585	70,873,935	30,342,361	40,531,574	43%
53 PLANNING & DEVELOPMENT	24,506,913	26,924,099	11,573,342	15,350,757	43%
54 PUBLIC WORKS	133,015,850	202,008,355	111,140,495	90,867,861	55%
71 POLICE	74,979,834	76,472,499	37,265,580	39,206,919	49%
72 FIRE & EMERGENCY SERVICES	44,379,144	48,240,718	24,953,631	23,287,087	52%
99 NON DEPARTMENTAL	56,654,177	60,878,499	24,143,164	36,735,335	40%
Grand Total	525,856,809	684,018,460	322,837,810	361,180,650	47%

⁴ Measure T1 was approved by Berkeley voters in November 2016. These General Obligation Bonds are not-to-exceed \$100 million and will be used to repair, renovate, replace, or reconstruct the City's aging infrastructure and facilities including sidewalks, storm drains, parks, streets, senior centers and other important City facilities and buildings

Health, Housing, & Community Services, Parks, Recreation & Waterfront, and Public Works carried over funds for projects and grants started in FY 2019. These departments also appropriated new grant funds that support programs and services as well as special funds for capital improvements. Details of these carryover requests can be found in the December 3, 2019, [Amendment to the FY 2020 Annual Appropriations Ordinance⁵](#) (AAO) discussed earlier in this report.

Next Steps:

Staff is currently in the process of updating the FY 2021 Adopted Budget approved by Council on June 25, 2019.

The table below outlines key Council meeting dates at which budget information will be provided.

FY 2021 Mid-Biennial Budget Calendar	
Date	Action/Topic
March 24, 2020	<ul style="list-style-type: none"> FY 2020 Annual Appropriations Ordinance Amendment #2 FY 2020 Mid-Year Update
April 28, 2020	<ul style="list-style-type: none"> Public Hearing on CDBG & ESG Annual Action Plan and proposed funding allocations to community agencies
May 5, 2020	<ul style="list-style-type: none"> FY 2021 Proposed Mid-Biennial Budget Update
May 12, 2020	<ul style="list-style-type: none"> Public Hearing #1: Budget Proposed Fee Increases FY 2020 Annual Appropriations Ordinance Amendment #3
May 26, 2020	<ul style="list-style-type: none"> Public Hearing #2: Budget
June 2, 2020	<ul style="list-style-type: none"> Council recommendations on budget due to the City Manager
June 16, 2020	<ul style="list-style-type: none"> Council discussion on budget recommendations
June 30, 2020	<ul style="list-style-type: none"> Adopt FY 2021 Mid-Biennial Budget Update & FY 2021 Annual Appropriations Ordinance

The FY 2020 Mid-Year Budget Update is a Strategic Plan Priority, advancing our goal to provide an efficient and financially-healthy City government.

⁵ https://www.cityofberkeley.info/Clerk/City_Council/2019/12_Dec/Documents/2019-12-03_Supp_1_Reports_Item_25_Rev_Budget_pdf.aspx

ENVIRONMENTAL SUSTAINABILITY

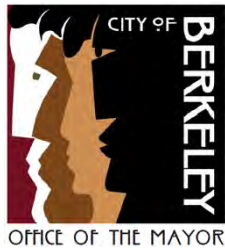
Actions included in the budget will be developed and implemented in a manner that is consistent with the City's environmental sustainability goals and requirements.

CONTACT PERSON

Teresa Berkeley-Simmons, Budget Manager, City Manager's Office, 981-7000

Henry Oyekanmi, Finance Director, Department of Finance, 981-7300

Rama Murty, Senior Management Analyst, City Manager's Office, 981-7000



ACTION CALENDAR
May 26, 2020

To: Members of the City Council

From: Mayor Jesse Arreguín (Author), Councilmembers Kate Harrison (Author) and Rigel Robinson (Author)

Subject: Establishing a COVID-19 Business Damage Mitigation Fund

RECOMMENDATION

Refer to the City Manager to establish a COVID-19 Business Damage Mitigation Fund in an amount up to \$100,000 to provide one-time grants to small businesses who experience property damage due to vandalism and other problematic behavior during this COVID-19 local State of Emergency

BACKGROUND

The local Shelter in Place order, which initially went into effect on March 17, prohibits in-person dining and retail activity. This has created a significant decrease in revenues to local businesses which has resulted in layoffs and in some extreme cases permanent closures. Additionally, many of our commercial districts are empty throughout the day, which means that those businesses that are still in operation see limited foot traffic, leaving employees vulnerable to aggressive behavior. Based on preliminary figures from the Berkeley Police Department, crime in most areas during the year to date has gone down compared to this time last year. However, one notable exception to this is a 10.4% increase in thefts. Specifically, petty theft (a loss less than \$950) is up 7.4% and grand theft (a loss of more than \$950) is up by 56.4% - a spike attributed in part to a rise in catalytic converter thefts. While these preliminary numbers have not been fully vetted, they are believed to be solid indicators of the crime situation in Berkeley.

During this COVID-19 emergency, City staff have received numerous complaints from local businesses regarding problematic and violent behavior, including assault of employees and property damage. As a result of increased criminal activity, the Berkeley Police Department have deployed overtime shifts in Telegraph and the Downtown to increase police patrols to respond more quickly to calls for service and to increase police presence to deter crime. While the deployment of the Downtown Task Force has provided additional presence and support for businesses, crime is still occurring. Businesses have specifically requested that the City establish a Damage Mitigation Fund to provide one-time funding for repairs to local businesses occurring as a result of vandalism and other problematic behavior during this COVID-19 State of Emergency.

FINANCIAL IMPLICATIONS

Up to \$100,000.

ENVIRONMENTAL SUSTAINABILITY

There are no identifiable environmental impacts from the recommendation

CONTACT PERSON

Mayor Jesse Arreguín 510-981-7100

Attachments:

- 1) Letter from business associations requesting Damage Mitigation Fund
- 2) Report on vandalism from the Downtown Berkeley Association and the Telegraph Business Improvement District



May 4, 2020 - VIA EMAIL

Mayor Jesse Arreguin and City Council
City of Berkeley
2180 Milvia St., Berkeley, CA 94704

Dear Mayor and City Council,

Our merchants and property owners need help NOW with a Damage Mitigation Fund due to extraordinary adverse impacts related to the coronavirus on their businesses, employees, and livelihoods. Since the Shelter in Place order went into effect on March 16, merchants and property owners in the Downtown and Telegraph commercial districts have sustained a significant increase in property damage and deeply disturbing behaviors. Not only are we experiencing a significant increase in the homeless population (60% increase Downtown), but also a small subset of homeless and/or street population are engaging in very aggressive behaviors. Many know they will not be jailed for illegal behaviors because of the COVID related mandate from the California Judicial Council. Moreover, there is absence of students, workers, and residents in our districts, that usually have a moderating impact on behavior norms.

As per attached examples this violent behavior has included multiple broken windows, doors and fixtures; and well as spreading of feces, firing extinguishers, throwing furniture, assaulting employees, etc. Just this past Saturday a woman entered McDonalds on at University and Shattuck and went behind counter and into the kitchen touching equipment and employees and ripping out cabling and damaging point-of-sale system. Understandably their employees were terrified. Moreover, McDonalds had to shut down and bring in a decontamination company to insure the kitchen and food preparation was safe to resume operations.

In addition to this damage, most our businesses have experienced a serious decline in revenues due to the coronavirus and the Shelter in Place order. Many businesses have been forced to close, and many essential businesses and restaurants doing take-out and delivery are hanging on by a thread with sales down often 50% to 80%. And then they have to deal with wanton property damage, that is traumatizing and they cannot afford.

While we appreciate BPD's efforts for increased patrols, these courageous businesses need City support NOW to defray the cost of this property damage and clean up costs. Hence, we are requesting that the City set up a Damage Mitigation Fund for businesses and property owners in the Downtown and Telegraph commercial districts that immediately reimburses them documented property damage repair, third party cleaning expenses, and/or health or leave costs of traumatized employees, from the start of the Shelter in Place order on March 16 through as long as the order continues, or the fund is exhausted. It is the least we can do, and also the right thing to do, so they hopefully survive and we are not faced by lost businesses and vacancies in the heart of our great City.

Thank you for your timely consideration of this urgent matter.

Sincerely,

John Caner, CEO
Downtown Berkeley Association

Alex Knox, Executive Director
Telegraph Business Improvement District

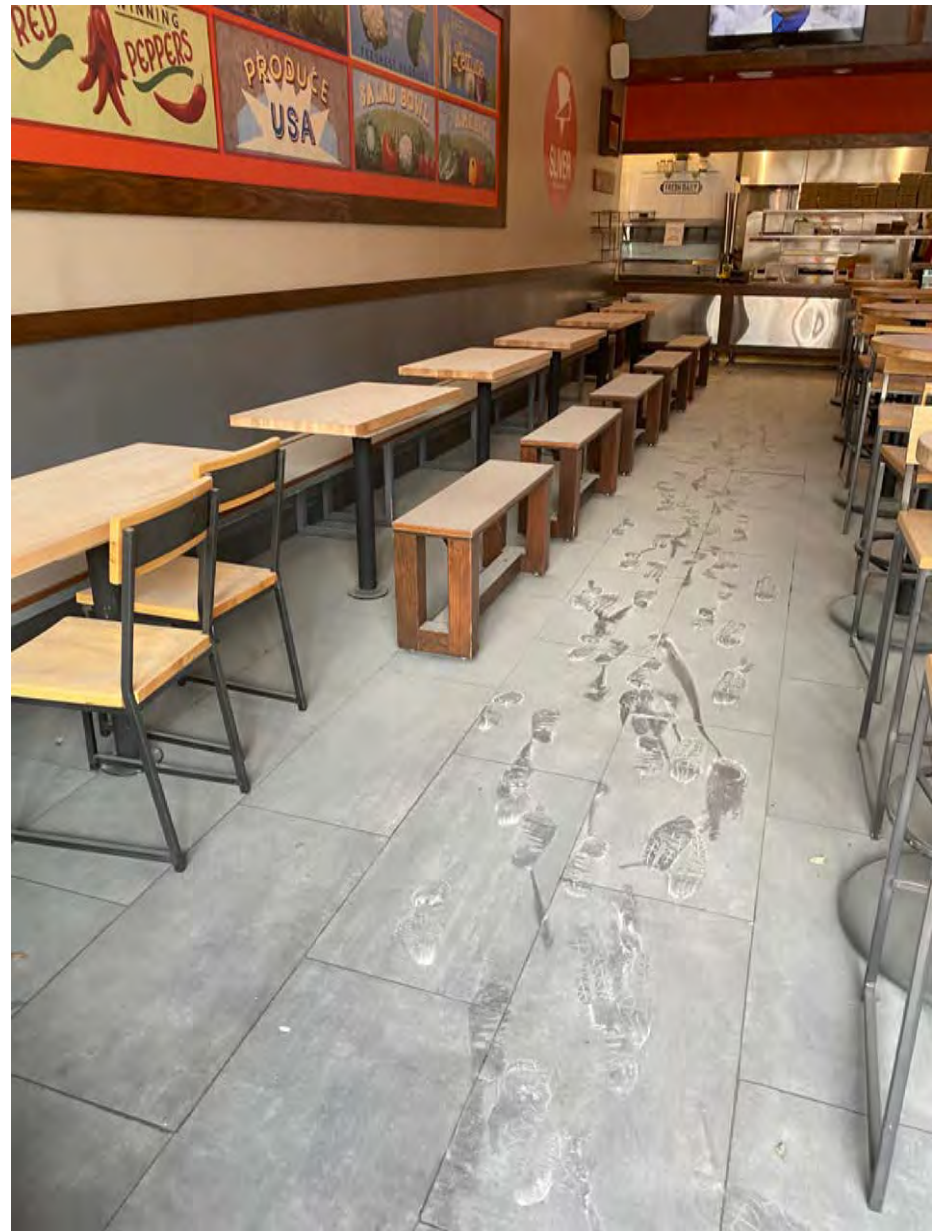
CC: City Manager Dee Williams-Ridley

Merchant Vandalism

Telegraph Business District
Downtown Business District

Updated: April 28th, 2020





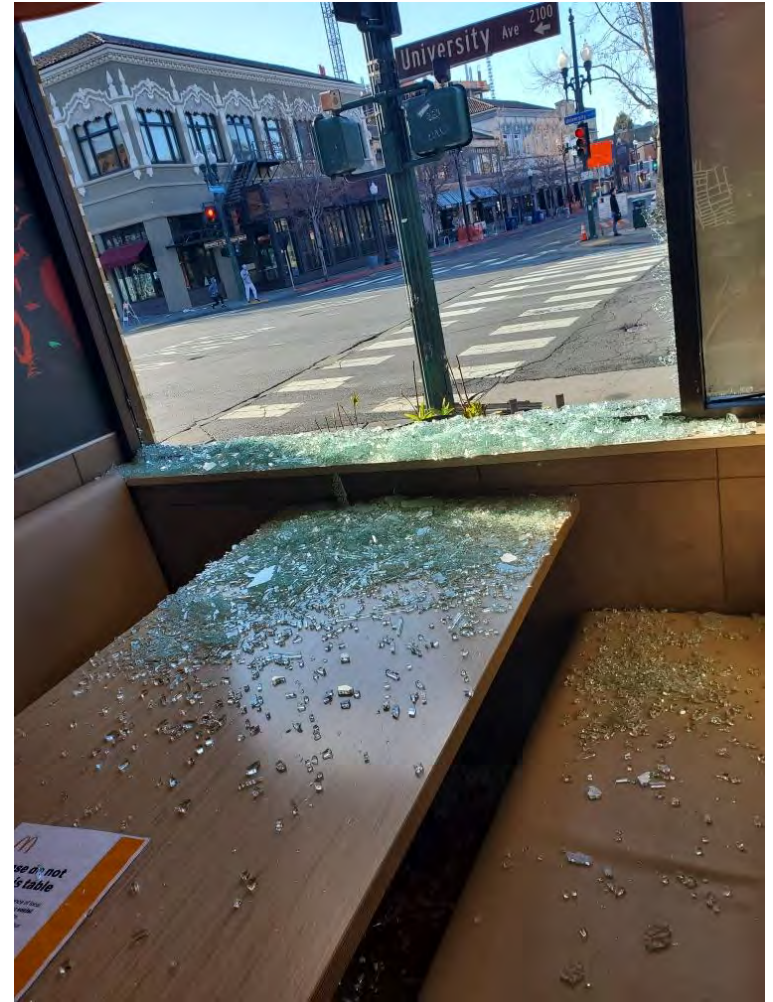
Sliver Pizzeria
2174 Shattuck Ave, Berkeley, CA 94704



Cancun Sabor Mexicano
2134 Allston Way, Berkeley, CA 94704



it starts here.
**DOWNTOWN
BERKELEY**



McDonalds 4/5
1998 Shattuck Ave, Berkeley, CA 94704



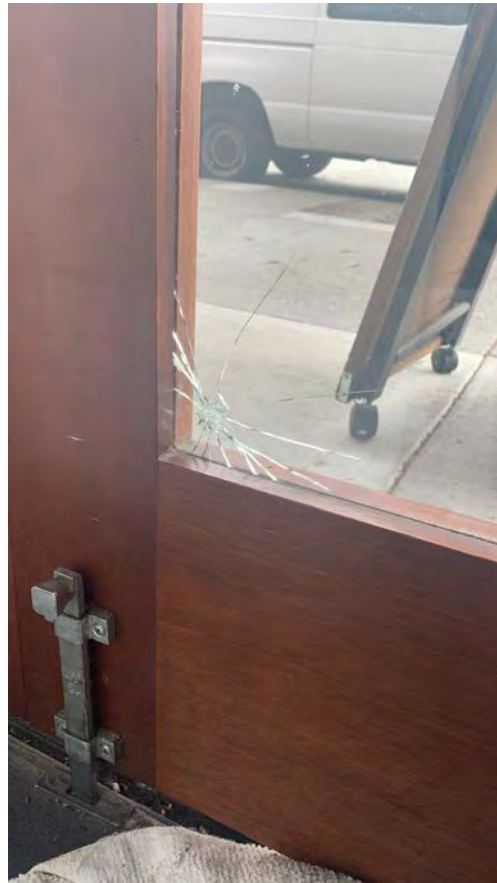
McDonalds 1/5
1998 Shattuck Ave, Berkeley, CA 94704



McDonalds 3/5
1998 Shattuck Ave, Berkeley, CA 94704



McDonalds 2/5
1998 Shattuck Ave, Berkeley, CA 94704



Barbarian Grub & Ale
2012 Shattuck Ave, Berkeley, CA 94704



Bank of America
2347 Telegraph Ave, Berkeley, CA 94704



2521 Telegraph Ave



Cheryl Davila
Councilmember
District 2

ACTION CALENDAR
May 26, 2020

To: Honorable Mayor and Members of the City Council

From: Councilmembers Cheryl Davila (Author) and Ben Bartlett (Co-Sponsor)

Subject: Support a Global Ceasefire During the Coronavirus (COVID-19) Pandemic

RECOMMENDATION

1. Adopt a Resolution in Support of a Global Ceasefire during the COVID-19 Pandemic.
2. Send copies of this resolution to the United Nations Secretary-General, United States Senators Bernie Sanders, Kamala Harris, Dianne Feinstein, and United States Congressional Representatives Barbara Lee, Ro Khanna, Alexandria Ocasio-Cortez, Ilhan Omar, Ayanna Pressley, Rashida Harbi Tlaib, and Pramila Jayapa.

BACKGROUND

Infection by the Coronavirus (COVID-19) is non-discriminant by race, age, gender, ethnicity, religious belief, socioeconomic status, or nationality. Accordingly, the United Nations Secretary-General Guterres stated, "the virus has shown how swiftly it can move across borders, devastate countries and upend lives."¹ Despite this, there has been escalation of violence, the possibilities of war, and ongoing conflicts in several countries. Simultaneous to battling the coronavirus, countries such as Yemen, Syria, Cameroon, the Philippines, Afghanistan, and Somalia have prolonged political conflict. In response, the UN Secretary General continued, "we need to do everything possible to find the peace and unity our world so desperately needs to battle COVID-19. We must mobilize every ounce of energy to defeat it."²

The Berkeley City Council has a long history of promoting world peace and has a track record of opposing wars. For example, at the January 21, 2020 meeting, the Council unanimously approved a resolution opposing the United States' engagement of war with Iran³. At this critical moment when civilians are already struggling to battle the COVID-19 pandemic there is an urgent need for a global ceasefire. Our priorities should be focused on 'flattening the curve' and quelling the virus by sheltering in place. As we struggle to develop a vaccine, slow the spread, and provide healthcare workers adequate Personal Protective Equipment (PPE), refugee

¹ <https://www.cbsnews.com/news/coronavirus-un-chief-praises-positive-response-to-global-ceasefire/>

² <https://www.cbsnews.com/news/coronavirus-un-chief-praises-positive-response-to-global-ceasefire/>

³ https://www.cityofberkeley.info/Clerk/City_Council/2020/01_Jan/Documents/2020-01-21_Item_40_No_War_with_Iran.aspx

camps and other sites where displaced families have sought shelter should not continue to be struck by shelling.

The conflict in Syria will soon enter its tenth year. Under the auspice of the COVID-19 global pandemic, an immediate ceasefire is needed. This will require greater diplomacy, fortitude, and leadership, to put an end to the compounded misery elicited by both military violence and the public health crisis. Such actions are possible, as on March 16, 2020, President Rodrigo Duterte of the Philippines announced a unilateral ceasefire beginning March 19th to deal with the COVID-19 response.⁴ Likewise, on March 18, 2020, the Libyan Government concurred with the call from the United Nations to stop fighting and focus on dealing with COVID-19.⁵ On March 24, the Ukraine Foreign Minister announced support for a global ceasefire, joining the French and German Foreign Ministers to announce a joint statement. On the same day, the Syrian Democratic Forces and Syrian Opposition Coalition announced their support for a ceasefire and shifting their focus to combating COVID-19. Furthermore, on March 25, 2020, the Central African Republic called for a national ceasefire and signed on to a Peace Agreement. The Southern Cameroons Defence Forces likewise announced a temporary ceasefire.⁶ Beyond this, on March 26, 2020, the Afghanistan Government stated they have enlisted a team to negotiate with the Taliban. On March 27, 2020, the African Union Commission Chairperson Moussa Faki Mahamat stated there is a “moral and humanitarian obligation for all warring parties to immediately stop fighting to facilitate the measures being taken by Member States and other actors to combat and defeat the coronavirus pandemic.”

On March 30, 2020, Pope Francis stated his support for a global ceasefire by urging an end to “any form of hostility, promoting the creation of humanitarian aid routes, openness to diplomacy, and attentiveness to those who find themselves in situations of grave vulnerability.” On April 1st, the Colombian National Liberation Army also announced a one month ceasefire. Furthermore, on April 20th, according to the Permanent Mission of France to the United Nations, 59 countries have also called for an immediate ceasefire. These include: Andorra, Argentina, Australia, Austria, Bangladesh, Belgium, Brazil, Canada, Chile, Colombia, Costa Rica, Cote d’Ivoire, Croatia, Czech Republic, Denmark, El Salvador, Estonia, Finland, France, Germany, Ghana, Guinea, Hungary, Iceland, Indonesia, Ireland, Italy, Jamaica, Japan, Jordan, Kenya, The Republic of Korea, Kuwait, Liechtenstein, Lithuania, Luxembourg, Mali, Malta, Mexico, Montenegro, Namibia, The Netherlands, New Zealand, Norway, Peru, Philippines, Poland, Portugal, Qatar, San Marino, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, United Arab Emirates, United Kingdom, and Uruguay.⁷

According to the World Health Organization COVID-19 Situation Report, as of May 4, there are a total of 3,435,894 global confirmed cases and 239,604 deaths globally to date.⁸ The World Health Organization has raised the risk assessment of COVID-19 to ‘very high’ at the global level. Everyday we are seeing increased cases in a number of countries, most recently on the African continent. Alarm for the virus should supersede any geopolitical conflict at this moment.

The United Nations Secretary-General Guterres has called for a Global Ceasefire, which has been gaining momentum by asking world leaders to participate in an [online campaign](#). The petition currently has over 1.8 million signatures from around the world. When advocating for the ceasefire Guterres stated, “our world faces a common enemy: COVID-19... It is time to put

⁴ <https://time.com/5809477/philippines-new-peoples-army-ceasefire-covid19/>

⁵ <https://news.un.org/en/story/2020/03/1060302>

⁶ <https://www.bbc.com/news/world-africa-52053738>

⁷ <https://onu.delegfrance.org/COVID-19-59-countries-support-Antonio-Guterres-s-call-for-an-immediate-global>

⁸ https://www.who.int/docs/default-source/coronaviruse/situation-reports/20200504-covid-19-sitrep-105.pdf?sfvrsn=4cdda8af_2

armed conflict on lockdown and focus together on the true fight of our lives.” Recently, the UN Secretary General provided an update, stating “a substantial number of parties to conflict have expressed their acceptance for the call... Cameroon, the Central African Republic, Colombia, Libya, Myanmar, the Philippines, South Sudan, Sudan, Syria, Ukraine and Yemen”.⁹ This is very encouraging, and the City of Berkeley should also heed the call of the United Nations and support the Global Ceasefire.

FISCAL IMPACTS OF RECOMMENDATION

None.

ENVIRONMENTAL SUSTAINABILITY

Protecting humanity from future acts of violence during this crisis is itself an act of environmental sustainability.

CONTACT PERSON

Cheryl Davila
Councilmember District 2
510.981.7120
cdavila@cityofberkeley.info

ATTACHMENTS:

1. Resolution

REFERENCES:

CBS News: “UN chief praises positive response to global ceasefire”

<https://www.cbsnews.com/news/coronavirus-un-chief-praises-positive-response-to-global-ceasefire/>

No War With Iran, City of Berkeley City Council Item. Introduced Jan 21, 2020

https://www.cityofberkeley.info/Clerk/City_Council/2020/01_Jan/Documents/2020-01-21_Item_40_No_War_with_Iran.aspx

United Nations COVID-19 Response

<https://www.un.org/en/un-coronavirus-communications-team/update-secretary-general%E2%80%99s-appeal-global-ceasefire>

BBC News: “Cameroon rebels declare coronavirus ceasefire”

<https://www.bbc.com/news/world-africa-52053738>

TIME Magazine: “Philippine Rebels Declare Ceasefire to Heed U.N. Chief’s Call”

<https://time.com/5809477/philippines-new-peoples-army-ceasefire-covid19/>

⁹ <https://www.un.org/en/un-coronavirus-communications-team/update-secretary-general's-appeal-global-ceasefire>

United Nations News: “UN chief calls for ceasefire as Yemen braces for possible COVID-19 outbreak”

<https://news.un.org/en/story/2020/03/1060302>

Democracy Now: “U.N. Calls for Global Ceasefire So Countries Can Unite in Fight Against Coronavirus Pandemic”

https://www.democracynow.org/2020/3/24/headlines/un_calls_for_global_ceasefire_so_countries_can_unite_in_fight_against_coronavirus_pandemic

United Nations April 2, 2020 Report: Update on the Secretary-General's Appeal for a Global Ceasefire

https://www.un.org/sites/un2.un.org/files/update_on_sg_appeal_for_ceasefire_april_2020.pdf

United Nations News: "The fury of the virus illustrates the folly of war"

<https://www.un.org/en/un-coronavirus-communications-team/fury-virus-illustrates-folly-war>

Permanent Mission of France to the United Nations: "COVID-19: 59 countries support Antonio Guterres' call for a global ceasefire"

<https://onu.delegfrance.org/COVID-19-59-countries-support-Antonio-Guterres-s-call-for-an-immediate-global>

United Nations Secretary-General Guterres Update:

<https://www.un.org/en/un-coronavirus-communications-team/update-secretary-general's-appeal-global-ceasefire>

World Health Organization COVID-19 Situation Report

https://www.who.int/docs/default-source/coronaviruse/situation-reports/20200504-covid-19-sitrep-105.pdf?sfvrsn=4cdda8af_2

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BERKELEY IN SUPPORT OF A GLOBAL CEASEFIRE ESPECIALLY DURING THE COVID-19 PANDEMIC

WHEREAS, The Coronavirus (COVID-19) is non-discriminant of gender, age, ethnicity, nationality, religious belief, or socioeconomic status; and

WHEREAS, The United Nations Secretary-General Guterres stated that "the virus has shown how swiftly it can move across borders, devastate countries and upend lives. We need to do everything possible to find the peace and unity our world so desperately needs to battle COVID-19"; and

WHEREAS, Despite this, there has been escalating violence, the possibilities of war, and ongoing conflicts in several countries simultaneous to battling the coronavirus; particularly in Yemen, Syria, Cameroon, the Philippines, Afghanistan, and Somalia ; and

WHEREAS, The Berkeley City Council has a long history of promoting world peace and a track record of opposing wars, and on January 21, 2020, the Council unanimously approved a resolution opposing the United States' engagement of war with Iran; and

WHEREAS, Under the auspice of the COVID-19 global pandemic an immediate ceasefire is needed, requiring greater diplomacy, fortitude, and leadership to put an end to the compounded misery elicited by both military violence and the public health crisis; and

WHEREAS, Such actions are possible, as for example as on March 16, 2020, the Philippines, Libya, Syria, the Central African Republic, the Southern Cameroons Defence Forces, Afghanistan Government, the African Union, and the Colombian National Liberation Army have concurred with the call from the United Nations to stop fighting and focus on dealing with COVID-19; and

WHEREAS, On March 30, Pope Francis stated his support for a global ceasefire by urging an end to "any form of hostility, promoting the creation of humanitarian aid routes, openness to diplomacy, and attentiveness to those who find themselves in situations of grave vulnerability"; and

WHEREAS, 59 countries have also called for an immediate ceasefire. These include: Andorra, Argentina, Australia, Austria, Bangladesh, Belgium, Brazil, Canada, Chile, Colombia, Costa Rica, Cote d'Ivoire, Croatia, Czech Republic, Denmark, El Salvador, Estonia, Finland, France, Germany, Ghana, Guinea, Hungary, Iceland, Indonesia, Ireland, Italy, Jamaica, Japan, Jordan, Kenya, Republic of Korea, Kuwait, Liechtenstein, Lithuania, Luxembourg, Mali, Malta, Mexico, Montenegro, Namibia, The Netherlands, New Zealand, Norway, Peru, Philippines, Poland, Portugal, Qatar, San Marino, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, United Arab Emirates, United Kingdom, Uruguay; and

WHEREAS, According to the World Health Organization COVID-19 Situation Report, as of May 4, 2020 there are a total of 3,435,894 global confirmed cases and 239,604 deaths globally to date; and

WHEREAS, The World Health Organization has raised the risk assessment of COVID-19 to 'very high' at the global level; and

WHEREAS, It is agreed upon by faith leaders like the Pope, as well as political leaders, that alarm for the virus should supersede any geopolitical conflict at this moment; and

WHEREAS, The United Nations Secretary-General Guterres called for a Global Ceasefire, which has been gaining momentum by asking world leaders to participate in an [online petition campaign](#);

WHEREAS, The petition currently has over 1.8 million signatures from around the world; and

WHEREAS, the UN Secretary General provided an update stating, “a substantial number of parties to conflict have expressed their acceptance for the call... Cameroon, the Central African Republic, Colombia, Libya, Myanmar, the Philippines, South Sudan, Sudan, Syria, Ukraine and Yemen”; and

WHEREAS, The City of Berkeley should also heed the call of the United Nations and support the Global Ceasefire; and

NOW, THEREFORE, BE IT RESOLVED that the Berkeley City Council supports a Global Ceasefire during the COVID-19 Crisis; and

BE IT FURTHER RESOLVED that copies of this resolution will be sent to the United Nations Secretary-General, United States Senators Bernie Sanders, Kamala Harris, and Dianne Feinstein, as well as United States Congressional Representatives Barbara Lee, Ro Khanna, Alexandria Ocasio-Cortez, Ilhan Omar, Ayanna Pressley, Rashida Harbi Tlaib, and Pramila Jayapa.



Kate Harrison
Councilmember District 4

ACTION CALENDAR
May 26, 2020

To: Honorable Mayor and Members of the City Council
From: Councilmembers Harrison (Author), Davila (Co-Sponsor) and Bartlett (Co-Sponsor)
Subject: Urgency Ordinance: Updates to the COVID-19 Emergency Response Ordinance

RECOMMENDATION

1. Adopt an urgency ordinance amending Berkeley Municipal Code 13.110, Title 13, “The COVID-19 Emergency Response Ordinance,” to enhance emergency tenant protections consistent with recently adopted County laws, action in other jurisdictions, and consultation with community stakeholders.

BACKGROUND

A. Berkeley’s COVID-19 Emergency Response Ordinance

On March 17, 2020, the Berkeley City Council adopted an emergency ordinance prohibiting evictions of residential and commercial tenants unable to pay their rent due to COVID-19. Subsequently, on April 21, 2020, the Council further amended the City’s ordinance to enhance eviction protections for commercial tenants, namely a prohibition on unreasonable rent increases for impacted businesses and nonprofits. Since the enactment of these protections, neighboring jurisdictions and the Alameda County Board of Supervisors have enacted a number of additional protections that are either complimentary to, or more stringent than, Berkeley’s ordinance. The item updates BMC 13.110 to include best practices and to align with newly adopted countywide protections.

B. Alameda County’s Urgency Ordinances

On March 24, 2020, the Alameda Board of Supervisors passed an urgency ordinance creating a temporary moratorium on evictions for renters and homeowners in the

Unincorporated County (Ordinance No. 2020-14). On March 31, 2020, the Board extended protections to the entire County. Similar to our BMC 13.110, the ordinances applied a moratorium on evictions to tenants, homeowners or mobile home owners who can provide documentation that they cannot pay their rent or mortgage due to a substantial loss of income, substantial out-of-pocket medical expenses, or extraordinary childcare needs caused by COVID-19.

On April 21, 2020, the Board considered and adopted additional amendments,¹ after finding that the pandemic and shelter in place orders created severe new and exacerbated existing socioeconomic impacts. Accordingly, the County deemed any eviction, regardless of cause, a public health threat.

Giving cities this option provides baseline protections for residents of cities without moratoria, but allows cities to make determinations in the best interest of their residents. Replicating these provisions in Berkeley's local ordinance underscores our authorities as a Charter City.

The April 21 amendments and those incorporated into the proposed changes to the City ordinance include the following:

1. *Expands to Include all Evictions:* The Ordinance institutes a moratorium on all evictions during the local health emergency regardless of cause, with limited exceptions. The exceptions to this moratorium include an imminent health or safety risk; however, infection or a heightened risk of infection with COVID-19 is not an allowable risk. The burden is on a landlord pursuing an eviction to prove an exception applies.
2. *Repayment Provisions:* Tenants shall have twelve (12) months to repay overdue rent, unless the tenant and landlord can come to a mutual repayment agreement. This is a change from the requirement that tenants must repay all past due rent six months after the declaration of local emergency has ended. The repayment period will ensure residents have a reasonable amount of time to become current on past rent. The amended moratorium will also create a permanent ban on evictions for this overdue rent, instead making the overdue rent a consumer debt. Without this provision, the County's (and City's) eviction moratorium only delays a wave of evictions that will likely result from this crisis. By declaring that rent that

¹ Amend Countywide Temporary Moratorium on Residential Evictions, Alameda County Community Development Agency, April 21, 2020, https://www.acgov.org/board/bos_calendar/documents/DocsAgendaReg_04_21_20/GENERAL%20ADMINISTRATION/Regular%20Calendar/CDA_294956.pdf, Amendments were crafted and presented by the Alameda County's Community Development Agency and the Housing and Community Development Department (HCD), in coordination with County Counsel, Public Health, all cities countywide, Resources for Community Development, and legal agencies including Bay Area Legal Aid, Centro Legal de la Raza, East Bay Community Law Center, and Housing and Economic Rights Advocates.

becomes overdue during the public health crisis can never be used to evict a resident, landlords retain the ability to pursue the overdue rent as debt via small claims court, a payment plan or garnishing of wages.

3. *Documentation Requirement:* The proposed amendments allow residents claiming COVID-19 impacts more time to provide documentation of impacts upon request by a landlord: within 45 days of the landlord's request or 30 days of the expiration of the shelter in place order, whichever is later. The proposed amended ordinance also allows a sworn statement attesting to the existence of a COVID-19 impact as acceptable documentation. These additions make it easier for residents to claim the protections granted under this ordinance, especially residents who do not have immediate access to the required documentation or the ability to submit it.
4. *Outlaw of Waiver:* Tenants are not allowed to waive their rights granted by this ordinance. This modification was included after legal agencies gave feedback that some tenants had been approached by their landlords with incentives if they signed away their rights. This provision is to ensure all residents who qualify receive these protections.

C. Updates to The Covid-19 Emergency Response Ordinance

Unreasonable evictions are directly at odds with local, state and federal measures to recover from the pandemic.

Housing stability is prerequisite for flattening the COVID-19 infection curve. Loss of housing presents significant health risks for those directly affected and the population at large, through disruption of shelter in place orders, social distancing measures and increased homelessness. Testing, quarantine, and physical distancing measures are bolstered by housing security.

In recognition of developments at the County level, action in other jurisdictions, and consultation with community stakeholders, the item proposes the following additional key amendments to BMC 13.110:

1. *Restrictions Pursuant to Rent Stabilization and Eviction for Good Cause Ordinance:*
 - a. Adds moratorium on rent increases exceeding the Consumer Price Index Rent Adjustment in rent-controlled units regulated by Berkeley Municipal Code Section 13.76.010 et seq. to insure that significant rent increases do not force relocation of tenants during the local emergency.

2. *Definition of Landlord and Tenant and Delayed Rent Payment Agreement:*

Expands definition of “tenant” to include a tenant, subtenant, lessee, sublessee, or any other person entitled by written or oral rental agreement to use or occupancy of either residential or commercial property. Adds definition of “Delayed Rent Payment Agreement” and clarifies “Landlord” to include lessors and sublessors.

3. *Fines, Fees and Interest:*

Clarifies that restrictions on late fees, fines, or interest supersede contrary lease provisions.

4. *Payment Plans:*

Prior to executing any repayment agreement, a landlord must provide documentation to the tenant demonstrating they applied for federal, state and local direct payments and were denied or approved and the amounts and months for which the landlord received any direct payments. Direct relief in the form of federal, state and local or private direct payments to a landlord whose tenant has suffered COVID-19-related decreases in income, or increased family expenses, shall be passed through to, and credited towards, satisfaction of the tenant’s rental obligations.

5. *Retaliation:*

Prohibits landlord from retaliating against a tenant for exercising their rights under this Ordinance, including but not limited to shutting off any utilities or reducing services or amenities to which the Tenant would otherwise be entitled.

6. *Obliges Landlords to Accept Rent from Third Parties and Provide a W-9:*

Clarifies that it shall be an eviction defense if the landlord impedes the tenant’s effort to pay rent via a third party, or refuses to provide a W-9 form or other necessary documentation for the tenant to receive rental assistance from a government agency, non-profit organization, or other third party. Clarifies that third-party payments shall not create a tenancy between the landlord and the third party as long as either the landlord or the tenant provide written notice that no new tenancy is intended.

7. *Expansion of Covered Reason for Delayed Payment to Include Reduction in Number of Tenants in Group Living Arrangements*

Expands the definition of “Covered Reason for Delayed Payment” to include when one or more tenants have moved out of a group living arrangement, leaving the remaining tenants to pay their share of the rent.

Consistent with the recent Alameda County and neighboring jurisdiction actions, and the ongoing shelter-in-place order and associated emergency activities in response to the global pandemic, it is in the public interest to clarify and amend the COVID-19 Emergency Response Ordinance.

ENVIRONMENTAL SUSTAINABILITY

There are no identifiable environmental impacts associated with this action.

FISCAL IMPACTS OF RECOMMENDATION

None

CONTACT PERSON

Councilmember Kate Harrison
510-981-7140

ORDINANCE NO. -N.S.

URGENCY ORDINANCE AMENDING CHAPTER 13.110 OF THE BERKELEY MUNICIPAL CODE, THE COVID-19 EMERGENCY RESPONSE ORDINANCE

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. The Berkeley Municipal Code Chapter 13.110 is amended to read as follows:

**Chapter 13.110
COVID-19 EMERGENCY RESPONSE ORDINANCE**

Sections:

- 13.110.010 Findings and Purpose**
- 13.110.020 Prohibited Conduct**
- 13.110.030 Definitions**
- 13.110.040 Collection of Back Rent and Late Fees**
- 13.110.050 Application**
- 13. 110.060 Implementing Regulations**
- 13.110.070 Waiver**
- 13.110.080 Remedies**
- 13.110.090 Severability**

13.110.010 Findings and Purpose

International, national, state and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named "SARS-CoV-2." And the disease it causes has been named "coronavirus disease 2019," abbreviated COVID-19, ("COVID-19"). In response to this emergency, on March 3, 2020, the City Manager acting as the Director of Emergency Services declared a local State of Emergency based on COVID-19 (hereinafter referred to as "the State of Emergency"), which the City Council subsequently ratified on March 10, 2020. On April 21, 2020, the council ratified an extension of the local state of emergency through June 21, 2020. In addition, on March 4, 2020, the Governor declared a state of emergency in California and the President of the United States declared a national state of emergency on March 13, 2020 regarding the novel coronavirus and COVID-19.

On March 16, 2020, the City of Berkeley Public Health Officer, along with several other neighboring jurisdictions issued a Shelter in Place Order directing all individuals living in the City of Berkeley to shelter at their place of residence except that they may leave to provide or receive certain essential services or engage in certain essential activities, and prohibiting non-essential gatherings and ordering cessation of non-essential travel.

On March 31, this Shelter in Place Order was extended to May 3, 2020, and restricted activities further.

Furthermore, on March 16, 2020, the Governor issued Executive Order N-28-20, specifically authorizing local governments to halt evictions for commercial tenants, residential tenants, and homeowners who have been affected by COVID-19, emphasizing that the economic impacts of COVID-19 have been significant and could threaten to undermine housing security as many people are experiencing material income loss as a result of business closures, the loss of hours or wages or layoffs related to COVID-19, hindering their ability to keep up with rents, mortgages and utility bills.

The Order also stated that because homelessness can exacerbate vulnerability to COVID-19, Californians must take measures to preserve and increase housing security for Californians to protect public health and specifically stated that local jurisdictions may take measures to promote housing security beyond what the state law would otherwise allow.

On April 6, 2020, the Judicial Council of California issued emergency rules suspending court proceedings for unlawful detainer and judicial foreclosures until 90 days after the Governor declares that the state of emergency related to the COVID-19 pandemic is lifted.

On April 21, 2020, Alameda County enacted an urgency ordinance prohibiting eviction for any reason other than withdrawal of rental property under the Ellis Act or court-ordered eviction for public safety. Although the Alameda County ordinance does not have effect within the incorporated area of Berkeley, it is desirable to ensure that Berkeley residents have the same level of protection as the residents of unincorporated Alameda County.

During this State of Emergency, and in the interests of protecting the public health and preventing transmission of the COVID-19, it is essential to avoid unnecessary displacement and homelessness. It is the intent of this Ordinance to fully implement the suspension of the statutory bases for eviction for nonpayment of rent and for default in the payment of a mortgage as authorized by Executive Order N-28-20.

At the same time, the Governor, as well as, the Berkeley Health Officer, and those of other jurisdictions ordered the closure of businesses, except those deemed essential. Many businesses, such as restaurants, are open only for take-out or pick up services and face a critical loss of business.

The City Council is aware that some landlords of commercial properties are seeking significant rent increases during the period when many commercial tenants are closed or are experiencing substantial and catastrophic reductions in their business and income. Such rent increases force tenants who are closed or have substantially reduced revenues face the choice of accepting a significant rent increase, moving at a time when it is virtually impossible, or closing altogether. Accepting a rent increase while closed or

in a reduced state of operations means that the commercial tenants face even more debt to the landlord when the emergency is over, and may face a substantially increased rent when the tenant returns to normal operations, if ever.

Landlords of commercial property that unreasonably increases rents on tenants of commercial property during the COVID-19 emergency significantly impacts vulnerable small businesses, nonprofits, and artists who form a large part of the backbone of Berkeley's economy, revenue sources, and employment opportunities. These rent increases are coming at a time when the commercial rents are likely falling due to business closures and potential loss of businesses at the end of the emergency. Thus, these rent increases appear as a way of evading the Governor's and Berkeley's commercial tenant eviction moratorium by forcing tenants to agree to rent increases or leave. Such conduct constitutes constructive evictions in contravention of the eviction moratorium. Furthermore, such rent increases may affect businesses providing goods and essential services, resulting in increases in those costs of essential goods and services contravening the intent of anti-price gouging laws.

On expiration of leases when the emergency order is in place, unreasonable rent increases have already forced the closure of businesses and will result in closing of additional business causing loss of income for the business owners, loss of employment for the employees and of revenue to the city, and an increase in homelessness. To reduce the spread of COVID-19, it is essential to avoid unnecessary displacement and homelessness. Because of the emergency restrictions, businesses forced out due to increased rents will be unable to move to new locations and new businesses will be unable to open during this emergency period. During a state of emergency cities have extraordinary powers and jurisdiction to create legislation in order to counteract the effects of the emergency situation on its people and businesses. Protecting tenants from excessive rent increases will prevent additional loss of employment and essential services for Berkeley residents. In order to effectively implement an eviction moratorium, the City Council finds it imperative to prevent constructive eviction through unreasonable rent increases.

Accordingly, the City of Berkeley adopts the following amendments to Berkeley Municipal Code Chapter 13.110.

13.110.020 Prohibited Conduct

A. During the local State of Emergency, no landlord or other entity shall evict or attempt to evict an occupant of real property unless necessary for the health and safety of resident tenants neighbors, or the landlord. For purposes of this Ordinance, the basis for an exception to this Ordinance cannot be the Resident's COVID-19 illness or exposure to COVID-19, whether actual or suspected. in either of the following situations:

~~1. For nonpayment of rent by a tenant of a commercial property or residential property, if the tenant demonstrates that the inability to pay is due to a Covered Reason for Delayed Payment as defined in Section 13.110.030(A), or~~

~~2. A Landlord may not terminate the tenancy of a commercial Tenant for failure to pay rent if the tenant demonstrates that the inability to pay is due to a Covered Reason for Delayed Payment as defined in Section 13.110.030(A), tenant of a residential property, unless necessary for the health and safety of tenants, neighbors, or the landlord.~~

~~B. Residential Eviction Moratorium. It shall be a complete defense to any action for unlawful detainer that the notice upon which the action is based was served during the local State of Emergency. A who landlord becomes aware of the tenant's inability to pay rent within the meaning of this Chapter if the tenant notifies the landlord in writing of their lost income and inability to pay their rent or any portion thereof, and provides documentation to support the existence of a Covered Reason for Delayed Payment. For purposes of this section, "in writing" includes email or text communications to a landlord or the landlord's representative with whom the tenant has previously corresponded by email or text. If the tenant has not notified the landlord in advance of being delinquent in the payment of rent, the landlord must serve the tenant with a pre-notice of the rent delinquency and its amount and give the tenant at least three days, excluding weekends and holidays to provide the landlord with a notice and documentation of a basis for an inability to pay rent under this Chapter, if the tenant has such basis, prior serving a notice pursuant to Code of Civil Procedure section 1161(2). A Tenant is not required to provide such documentation to the Landlord in advance to qualify for the protections of this ordinance. However, upon the request of a Landlord, a Tenant shall provide such documentation to the Landlord within forty-five (45) days after the request or within thirty (30) days after the local State of Emergency is ended, whichever is later. In the case of nonpayment of rent, the failure of a Tenant to notify the landlord in advance of being delinquent in the payment of rent prior to being served with a notice pursuant to Code of Civil Procedure section 1161(2) does not waive the Tenant's right to claim this Chapter as a complete defense to non-payment of rent in an unlawful detainer action.~~

Any medical or financial information provided to the landlord shall be held in confidence, and shall not be disclosed to other entities unless such disclosure is permitted or required by the law, or unless the tenant authorizes the disclosure of the information in writing.

C. No landlord of an Impacted Business or Nonprofit may upon expiration of a lease increase rent for an Impacted Business or Nonprofit in an amount greater than ten (10) percent over the rent in effect at the commencement of the local state of emergency declared by the Director of Emergency Services. For purposes of this section, rent means all consideration for the use and enjoyment of the rented premises, including base rent and any additional rent or other charges for costs such as utilities, maintenance, cleaning, trash removal, repairs and any other charges to the tenant required under the rental agreement. This section 13.110.020 C. shall expire on May 31, 2020, concurrent with Executive Order N-28-20; provided, however, that this section

shall be automatically extended if Executive Order N-28-20 is extended or the tenant protections therein are extended pursuant to another Governor's Executive Order.

D. Moratorium on Rent Increases Exceeding Annual General Adjustment in Rent Controlled Units. For rental units regulated by Berkeley Municipal Code Section 13.76.010 et seq, any notice of rent increase in excess of the Annual General Adjustment for the current year, as defined in Berkeley Municipal Code section 13.76.110, shall be void and unenforceable if the notice is served or has an effective date during the local State of Emergency, unless authorized by the decision of a Rent Stabilization Board hearing examiner.

13.110.030 Definitions

A. _____ "Covered Reason for Delayed Payment" means:

- (1) the basis for the eviction is nonpayment of rent, arising out of a material decrease in household, ~~or business, or other rental unit occupant's~~ income (including, but not limited to, a material decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or to caregiving responsibilities, or a material decrease in business income caused by a reduction in opening hours or consumer demand), or material out-of-pocket medical expenses, or, in a group living arrangement wherein all tenants are collectively responsible for payment of the rent to the landlord, a reduction in the number of tenants living in the unit which reduces the ability of the remaining tenants to pay the rent; and
- (2) the decrease in household, ~~or business, or other rental unit occupant's~~ income or the ~~out-of-pocket medical~~ expenses or reduction in number of tenants described in subparagraph (1) was caused by the impacts of COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, ~~and is documented.~~

~~B. "No-Fault Eviction" refers to any eviction for which the notice to terminate tenancy is not based on alleged fault by the tenant, including but not limited to eviction notices served pursuant to Code of Civil Procedure sections 1161(1), 1161(5), or 1161b. "No-Fault Eviction" does not include withdrawal of accommodations from the rental market as provided in Government Code 7060 et seq. (Ellis Act).~~

B. "Delayed Rent Payment Agreement" means a mutual agreement between a landlord and tenant regarding the timing and amount of payments for rent that is delayed by a Covered Reason for Delayed Payment.

C. "Impacted Business or Nonprofit" means a business or nonprofit organization that had a business license in 2019 or 2020 in the City of Berkeley or is a registered nonprofit in either or both of those years and:

1. whose operation has been shut down due to the COVID-19 emergency, or
2. that is unable to accept customers at its location and is open for limited virtual, take-out or pickup services only, or
3. who suffered a material loss of income.

DB. ————"Landlord" includes owners, lessors, or sublessors of either residential or commercial rental property.

EG. ————"Tenant" includes a tenant, subtenant, lessee, sublessee, or any other person entitled by written or oral rental agreement to use or occupancy ~~a renter~~ of either residential or commercial property.

13.110.040 Collection of Back Rent and Late Fees

A. Nothing in this Chapter shall relieve the tenant of liability for unpaid rent, which the landlord may seek after expiration of the local State of Emergency. Notwithstanding any lease provision to the contrary, a landlord may not charge or collect a late fee, fine, or interest for rent that is delayed by a Covered Reason for Delayed Payment. The City will develop standards or guidelines for tenants to repay unpaid rent accrued during the course of the local State of Emergency. Landlords are encouraged to work with local agencies that will be making rental assistance available for qualifying tenants.

Tenants shall have twelve (12) months to pay rent that was delayed by a Covered Reason for Delayed Payment unless the landlord and tenant come to a mutual repayment agreement ("Delayed Rent Payment Agreement").

Any direct relief in the form of federal, state and local or private direct payments that result in a reduction in the Landlord's mortgage or tax obligations related to the subject property, shall directly reduce the amount of any rent that was delayed by a Covered Reason for Delayed Payment. This requirement shall be implied into any Delayed Rent Payment Agreement, regardless of the terms of that agreement.

13.110.050 Application

A. This Chapter applies to eviction notices and unlawful detainer actions based on notices served or filed on or after the effective date of this Chapter through the end of the local State of Emergency. It does not apply to withdrawal of accommodations from the rental market pursuant to Government Code 7060 et seq. ("Ellis Act") or to units ordered by the City to be vacated for the preservation of public health.

B. With respect to delayed payment covered by this Ordinance, a landlord may seek such rent after the expiration of the local State of Emergency, pursuant to Section 13.110.040, but may not file an action pursuant to Code of Civil Procedure sections 1161(2) *et seq.* or otherwise seek to recover possession of a rental unit based on the failure to pay rent that accrued during the term of the local State of Emergency ~~for a Covered Reason for Delayed Payment~~. In any action to evict based on alleged non-payment of rent, it shall be a complete defense to such action if any part of the rent in dispute accrued at any time from the effective date of this Chapter the expiration of the local State of Emergency.

C. A Landlord shall not retaliate against a Tenant for exercising their rights under this Ordinance, including but not limited to shutting off any utilities or reducing services or amenities to which the Tenant would otherwise be entitled.

D. In addition to the affirmative defenses set forth above, in any action to recover possession of a rental unit filed under Berkeley Municipal Code section 13.76.130(A)(1), it shall be a complete defense that if the landlord impeded the tenant's effort to pay rent by refusing to accept rent paid on behalf of the tenant from a third party, or refusing to provide a W-9 form or other necessary documentation for the tenant to receive rental assistance from a government agency, non-profit organization, or other third party. Acceptance of rental payments made on behalf of the tenant by a third party shall not create a tenancy between the landlord and the third party.

13.110.060 Implementing Regulations

The City Manager may promulgate implementing regulations and develop forms to effectuate this Ordinance. This includes the option of requiring landlords to give a notice to Tenants informing them of this Chapter and the right to seek the benefits of this Chapter.

13.110.070 Waiver

A. A landlord may request that the requirements of this Chapter be waived or modified, by the City Manager or their designee, based on a showing that applying the requirements would constitute ~~a hardship to the landlord or other tenants, or would constitute~~ an unconstitutional taking of property or otherwise have an unconstitutional application to the landlord's property. The tenant shall be provided notice of the application to the City Manager or their designee and may submit materials in opposition to the application.

B. The landlord shall bear the burden of presenting evidence to support the request for a waiver or modification of the requirements of this Chapter and shall set forth in detail the factual and legal basis for the claim, including all supporting documentation.

C. The City will develop standards for what might constitute grounds for a waiver or modification of the requirements of this Chapter on the part of the landlord.

D. By entering into a Delayed Rent Payment Agreement, Tenants do not waive any rights under this Chapter.

E. Any agreement by a Tenant to waive any rights under this ordinance shall be void and contrary to public policy.

13.110.080 Remedies

In the event of a violation of this Ordinance, an aggrieved tenant may institute a civil proceeding for injunctive relief, and money actual damages as specified below, and whatever other relief the court deems appropriate. Money damages shall only be awarded if the trier of fact finds that the landlord acted in knowing violation of or in reckless disregard of this Ordinance. The prevailing party shall be entitled to reasonable attorney's fees and costs pursuant to order of the court. The remedy available under this section shall be in addition to any other existing remedies which may be available to the tenant under local, state or federal law. In addition, this Ordinance grants a defense to eviction in the event that an unlawful detainer action is commenced in violation of this Ordinance.

The protections provided by this ordinance shall be available to all tenants, regardless of any agreement wherein a tenant waives or purports to waive their rights under this Ordinance, with any such agreement deemed void as contrary to public policy.

A. Violations of Section 13.110.020(C) - (Commercial rent restrictions:).

1. Violations of Section 13.110.020(C) may be enforced by an administrative fine of up to \$1,000 pursuant to Chapter 1.28. Each day a commercial property landlord demands rent in excess of the amount permitted pursuant to Section 13.110.020(C) is a separate violation. The City may also charge the costs of investigating and issuing any notices of violations, and any hearings or appeals of such notices.

2. The City Attorney may refer those in violators of Section 13.110.020(C) to the Alameda County District Attorney for redress as a violation of Business and Professions Code section 17200, et seq. or, if granted permission by the District Attorney, may bring an action pursuant to Business and Professions Code section 17200, et seq.

13.110.090 Severability

If any section, subsection, sentence, clause, phrase, or word of this Chapter, or any application thereof to any person or circumstance, is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of this Chapter. The Council of the City of Berkeley hereby declares that it would have passed this Chapter and each and every section, subsection, sentence, clause, phrase, and word not declared invalid or unconstitutional without regard to whether any other portion of this Chapter or application thereof would be subsequently declared invalid or unconstitutional.

Section 2. Vote Required, Immediately Effective

Based on the findings and evidence in Section 13.110.010 of this Urgency Ordinance, the Council determines that this Ordinance is necessary for the immediate preservation of the public health, peace and safety in accordance with Article XIV Section 93 of the

Charter of the City of Berkeley and must therefore go into effect immediately. This Ordinance shall go into effect immediately upon a seven-ninths vote of the City Council, in satisfaction of the Charter of the City of Berkeley.



Kate Harrison
Councilmember District 4

ACTION CALENDAR
May 26, 2020

To: Honorable Mayor and Members of the City Council
From: Councilmember Harrison
Subject: Urgency Ordinance: Updates to the Covid-19 Emergency Response Ordinance

RECOMMENDATION

1. Adopt an urgency ordinance amending Berkeley Municipal Code 13.110, Title 13, “The COVID-19 Emergency Response Ordinance,” to enhance emergency tenant protections consistent with recently adopted County laws, action in other jurisdictions, and consultation with community stakeholders.

BACKGROUND

A. Berkeley’s COVID-19 Emergency Response Ordinance

On March 17, 2020, the Berkeley City Council adopted an emergency ordinance prohibiting evictions of residential and commercial tenants unable to pay their rent due to COVID-19. Subsequently, on April 21, 2020, the Council further amended the City’s ordinance to enhance eviction protections for commercial tenants, namely a prohibition on unreasonable rent increases for impacted businesses and nonprofits. Since the enactment of these protections, neighboring jurisdictions and the Alameda County Board of Supervisors have enacted a number of additional protections that are either complimentary to, or more stringent than, Berkeley’s ordinance. The item updates BMC 13.110 to include best practices and to align with newly adopted countywide protections.

B. Alameda County’s Urgency Ordinances

On March 24, 2020, the Alameda Board of Supervisors passed an urgency ordinance creating a temporary moratorium on evictions for renters and homeowners in the Unincorporated County (Ordinance No. 2020-14). On March 31, 2020, the Board extended protections to the entire County. Similar to BMC 13.110, the ordinances applied a moratorium on evictions to tenants, homeowners or mobile home owners who

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can provide documentation that they cannot pay their rent or mortgage due to a substantial loss of income, substantial out-of-pocket medical expenses, or extraordinary childcare needs caused by COVID-19.

On April 21, 2020, the Board considered and adopted additional amendments crafted and presented by the Alameda County's Community Development Agency and the Housing and Community Development Department (HCD), in coordination with County Counsel, Public Health, all cities countywide, Resources for Community Development, and multiple legal agencies including Bay Area Legal Aid, Centro Legal de la Raza, East Bay Community Law Center, and Housing and Economic Rights Advocates.¹

County agency directors wrote that the pandemic and shelter in place orders created severe new socioeconomic impacts and exacerbated those already in existence. Accordingly, the County deemed any eviction, regardless of cause, a public health threat.

The April 21 amendments included the following key changes:

1. *Expands to Include all Evictions:* The Ordinance institutes a moratorium on all evictions during the local health emergency regardless of cause, with limited exceptions. The exceptions to this moratorium include an imminent health or safety risk; however, infection or a heightened risk of infection with COVID-19 is not an allowable risk. It is the burden of a landlord claiming their eviction action is not prohibited to prove an exception applies.
2. *Repayment Provisions:* Tenants shall have twelve (12) months to repay overdue rent, unless the tenant and landlord can come to a mutual repayment agreement. The repayment period will ensure residents have a reasonable amount of time to become current on past rent. The amended moratorium will also create a permanent ban on evictions for this overdue rent, instead making the overdue rent a consumer debt. Without this provision, the County's eviction moratorium only delays a wave of evictions that will likely result from this crisis. By declaring that rent that becomes overdue during the public health crisis can never be used to evict a resident, landlords retain the ability to pursue the overdue rent as debt via small claims court, a payment plan or garnishing of wages.
3. *Documentation Requirement:* The proposed amended ordinance allows residents claiming COVID-19 impacts an extended period of time in which to provide documentation of those impacts upon request by a landlord: within 45 days of the landlord's request or 30 days of the expiration of the shelter in place order, whichever is later. The proposed amended ordinance also allows a sworn

¹ Amend Countywide Temporary Moratorium on Residential Evictions, Alameda County Community Development Agency, April 21, 2020, https://www.acgov.org/board/bos_calendar/documents/DocsAgendaReg_04_21_20/GENERAL%20ADMINISTRATION/Regular%20Calendar/CDA_294956.pdf

statement attesting to the existence of a COVID-19 impact as acceptable documentation. These additions make it easier for residents to claim the protections granted under this ordinance, especially residents who do not have immediate access to the required documentation or the ability to submit them.

4. *Outlaw of Waiver*: Tenants are not allowed to waive rights granted by this ordinance. This modification was included after legal agencies gave feedback that some tenants had been approached by their landlords with incentives if they were to sign away their rights granted by similar ordinances. It is the intention of the County to ensure all residents who qualify receive these protections.
5. *Co-existence with City Eviction Ordinances*: Cities that have passed eviction moratoriums may “opt out” of provisions of the County moratorium. Giving cities this option provides baseline protections for residents of cities without moratoria, but allows cities to make determinations in the best interest of their residents.

C. Updates to The Covid-19 Emergency Response Ordinance

Unreasonable evictions are directly at odds with local, state and federal measures to recover from the pandemic.

Housing stability is prerequisite for flattening the COVID-19 infection curve. Loss of housing presents significant health risks for those directly affected and the population at large, through disruption of shelter in place orders, social distancing measures and increased homelessness. Testing, quarantine, and physical distancing measures are bolstered by housing security.

In recognition of developments at the County level, action in other jurisdictions, and consultation with community stakeholders, the item proposes the following key amendments to BMC 13.110:

1. *Reference to Status of Statewide Court Proceedings*:

Updates the findings section to acknowledge the Judicial Council of California’s emergency rules suspending court proceedings for unlawful detainer and judicial foreclosures until 90 days after the Governor suspends the state of emergency.

2. *Expansion of Moratorium Scope*:

Consistent with County ordinances: extends the effective period of the ordinance 30 days beyond the local State of Emergency and limits residential and commercial evictions to instances necessary to preserve health and safety (non-COVID-19 related).

3. *Noticing Rules:*

Clarifies that tenants can qualify for protections provided by the ordinance as long as upon the request of a Landlord, the tenant notifies them that they will be delinquent in the payment of rent within forty-five day after the request or within thirty days after the County's shelter in place order is lifted, whichever is later.

4. *Restrictions Pursuant to Rent Stabilization and Eviction for Good Cause Ordinance:*

a. Adds moratorium on rent increases exceeding the Consumer Price Index Rent Adjustment in rent controlled units regulated by Berkeley Municipal Code Section 13.76.010 et seq.

b. Clarifies that rent increases at odds with this section shall be void and unenforceable.

5. *Definition of Tenant:*

Expands definition of tenant to include a tenant, subtenant, lessee, sublessee, or any other person entitled by written or oral rental agreement to use or occupancy of either residential or commercial property.

6. *Fines, Fees and Interest:*

Clarifies that restrictions on late fees, fines, or interest supersede contrary lease provisions.

7. *Payment Plans:*

a. Clarifies that tenants shall have twelve months to repay overdue rent unless the landlord and tenant can come to a mutual repayment agreement. Prior to executing any repayment agreement the Landlord must provide documentation to the tenant demonstrating they applied for federal, state and local direct payments and were denied or approved and the amounts and months for which the landlord received any direct payments.

b. Clarifies that any direct relief in the form of federal, state and local or private direct payments that result in a reduction in the landlord's mortgage obligation obtained by a landlord whose tenant has suffered COVID-19-related decreases in income, or increased family expenses, shall be passed through to, and credited towards, satisfaction of the tenant's rental obligations.

8. *Retaliation:*

Prohibits landlord from retaliating against a tenant for exercising their rights under this Ordinance, including but not limited to shutting off any utilities or reducing services or amenities to which the Tenant would otherwise be entitled.

9. *Obligation to Accept Rent from Third Parties and Provide a W-9:*

Clarifies that it shall be a complete eviction defense if the landlord impeded the tenant's effort to pay rent via a third party, or refusing to provide a W-9 form or other necessary documentation for the tenant to receive rental assistance from a government agency, non-profit organization, or other third party. Clarifies that third party payments shall not create a tenancy between the landlord and the third party as long as either the landlord or the tenant provide written notice that no new tenancy is intended.

Consistent with the recent Alameda County and neighboring jurisdiction actions, and the ongoing shelter-in-place order and associated emergency activities in response to the global pandemic, it is in the public interest to clarify and amend the COVID-19 Emergency Response Ordinance.

ENVIRONMENTAL SUSTAINABILITY

There are no identifiable environmental impacts associated with this action.

FISCAL IMPACTS OF RECOMMENDATION

None

CONTACT PERSON

Councilmember Kate Harrison
510-981-7140

ORDINANCE NO. -N.S.

URGENCY ORDINANCE AMENDING CHAPTER 13.110 OF THE BERKELEY MUNICIPAL CODE, THE COVID-19 EMERGENCY RESPONSE ORDINANCE

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. The Berkeley Municipal Code Chapter 13.110 is amended to read as follows:

**Chapter 13.110
COVID-19 EMERGENCY RESPONSE ORDINANCE**

Sections:

- 13.110.010 Findings and Purpose**
- 13.110.020 Prohibited Conduct**
- 13.110.030 Definitions**
- 13.110.040 Collection of Back Rent and Late Fees**
- 13.110.050 Application**
- 13. 110.060 Implementing Regulations**
- 13.110.070 Waiver**
- 13.110.080 Remedies**
- 13.110.090 Severability**

13.110.010 Findings and Purpose

International, national, state and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named "SARS-CoV-2." And the disease it causes has been named "coronavirus disease 2019," abbreviated COVID-19, ("COVID-19"). In response to this emergency, on March 3, 2020, the City Manager acting as the Director of Emergency Services declared a local State of Emergency based on COVID-19 (hereinafter referred to as "the State of Emergency"), which the City Council subsequently ratified on March 10, 2020. In addition, on March 4, 2020, the Governor declared a state of emergency in California and the President of the United States declared a national state of emergency on March 13, 2020 regarding the novel coronavirus and COVID-19.

On March 16, 2020, the City of Berkeley Public Health Officer, along with several other neighboring jurisdictions issued a Shelter in Place Order directing all individuals living in the City of Berkeley to shelter at their place of residence except that they may leave to provide or receive certain essential services or engage in certain essential activities, and prohibiting non-essential gatherings and ordering cessation of non-essential travel. On March 31, this Shelter in Place Order was extended to May 3, 2020, and restricted activities further.

Furthermore, on March 16, 2020, the Governor issued Executive Order N-28-20, specifically authorizing local governments to halt evictions for commercial tenants, residential tenants, and homeowners who have been affected by COVID-19, emphasizing that the economic impacts of COVID-19 have been significant and could threaten to undermine housing security as many people are experiencing material income loss as a result of business closures, the loss of hours or wages or layoffs related to COVID-19, hindering their ability to keep up with rents, mortgages and utility bills.

The Order also stated that because homelessness can exacerbate vulnerability to COVID-19, Californians must take measures to preserve and increase housing security for Californians to protect public health and specifically stated that local jurisdictions may take measures to promote housing security beyond what the state law would otherwise allow.

On April 6, 2020, the Judicial Council of California issued emergency rules suspending court proceedings for unlawful detainer and judicial foreclosures until 90 days after the Governor declares that the state of emergency related to the COVID-19 pandemic is lifted.

On April 21, 2020, Alameda County enacted an urgency ordinance prohibiting eviction for any reason other than withdrawal of rental property under the Ellis Act or court-ordered eviction for public safety. Although the Alameda County ordinance does not have effect within the incorporated area of Berkeley, it is desirable to ensure that Berkeley residents have the same level of protection as the residents of unincorporated Alameda County.

During this State of Emergency, and in the interests of protecting the public health and preventing transmission of the COVID-19, it is essential to avoid unnecessary displacement and homelessness. It is the intent of this Ordinance to fully implement the suspension of the statutory bases for eviction for nonpayment of rent and for default in the payment of a mortgage as authorized by Executive Order N-28-20.

At the same time, the Governor, as well as, the Berkeley Health Officer, and those of other jurisdictions ordered the closure of businesses, except those deemed essential. Many businesses, such as restaurants, are open only for take-out or pick up services and face a critical loss of business.

The City Council is aware that some landlords of commercial properties are seeking significant rent increases during the period when many commercial tenants are closed or are experiencing substantial and catastrophic reductions in their business and income. Such rent increases force tenants who are closed or have substantially reduced revenues face the choice of accepting a significant rent increase, moving at a time when it is virtually impossible, or closing altogether. Accepting a rent increase while closed or in a reduced state of operations means that the commercial tenants face even more

debt to the landlord when the emergency is over, and may face a substantially increased rent when the tenant returns to normal operations, if ever.

Landlords of commercial property that unreasonably increases rents on tenants of commercial property during the COVID-19 emergency significantly impacts vulnerable small businesses, nonprofits, and artists who form a large part of the backbone of Berkeley's economy, revenue sources, and employment opportunities. These rent increases are coming at a time when the commercial rents are likely falling due to business closures and potential loss of businesses at the end of the emergency. Thus, these rent increases appear as a way of evading the Governor's and Berkeley's commercial tenant eviction moratorium by forcing tenants to agree to rent increases or leave. Such conduct constitutes constructive evictions in contravention of the eviction moratorium. Furthermore, such rent increases may affect businesses providing goods and essential services, resulting in increases in those costs of essential goods and services contravening the intent of anti-price gouging laws.

On expiration of leases when the emergency order is in place, unreasonable rent increases have already forced the closure of businesses and will result in closing of additional business causing loss of income for the business owners, loss of employment for the employees and of revenue to the city, and an increase in homelessness. To reduce the spread of COVID-19, it is essential to avoid unnecessary displacement and homelessness. Because of the emergency restrictions, businesses forced out due to increased rents will be unable to move to new locations and new businesses will be unable to open during this emergency period. During a state of emergency cities have extraordinary powers and jurisdiction to create legislation in order to counteract the effects of the emergency situation on its people and businesses. Protecting tenants from excessive rent increases will prevent additional loss of employment and essential services for Berkeley residents. In order to effectively implement an eviction moratorium, the City Council finds it imperative to prevent constructive eviction through unreasonable rent increases.

Accordingly, the City of Berkeley adopts the following amendments to Berkeley Municipal Code Chapter 13.110.

13.110.020 Prohibited Conduct

A. During the local State of Emergency, no landlord or other entity shall evict or attempt to evict an occupant of real property unless necessary for the health and safety of tenants, neighbors, or the landlord. For purposes of this Ordinance, the basis for an exception to this Ordinance cannot be the Resident's COVID-19 illness or exposure to COVID-19, whether actual or suspected.~~in either of the following situations:~~

~~1. _____ For nonpayment of rent by a tenant of a commercial property or residential property, if the tenant demonstrates that the inability to pay is due to a Covered Reason for Delayed Payment as defined in Section 13.110.030(A), or~~

~~2. A Landlord may not terminate the tenancy of a commercial Tenant for failure to pay rent if the tenant demonstrates that the inability to pay is due to a Covered Reason for Delayed Payment as defined in Section 13.110.030(A). tenant of a residential property, unless necessary for the health and safety of tenants, neighbors, or the landlord.~~

~~B. Residential Eviction Moratorium. It shall be a complete defense to any action for unlawful detainer that the notice upon which the action is based was served during the local State of Emergency. A who landlord becomes aware of the tenant's inability to pay rent within the meaning of this Chapter if the tenant notifies the landlord in writing of their lost income and inability to pay their rent or any portion thereof, and provides documentation to support the existence of a Covered Reason for Delayed Payment. For purposes of this section, "in writing" includes email or text communications to a landlord or the landlord's representative with whom the tenant has previously corresponded by email or text. If the tenant has not notified the landlord in advance of being delinquent in the payment of rent, the landlord must serve the tenant with a pre-notice of the rent delinquency and its amount and give the tenant at least three days, excluding weekends and holidays to provide the landlord with a notice and documentation of a basis for an inability to pay rent under this Chapter, if the tenant has such basis, prior serving a notice pursuant to Code of Civil Procedure section 1161(2). In the case of nonpayment of rent, tThe failure of a Tenant to notify the landlord in advance of being delinquent in the payment of rent prior to being served with a notice pursuant to Code of Civil Procedure section 1161(2) does not waive the Tenant's right to claim this Chapter as a complete defense to non-payment of rent in an unlawful detainer action. A Tenant is not required to provide such documentation to the Landlord in advance to qualify for the protections of this ordinance. However, upon the request of a Landlord, a Tenant shall provide such documentation to the Landlord within forty-five (45) days after the request or within thirty (30) days after the County's local State of Emergency is ended, whichever is later.~~

Any medical or financial information provided to the Landlord shall be held in confidence, and shall not be disclosed to other entities unless such disclosure is permitted or required by the law, or unless the tenant authorizes the disclosure of the information in writing.

C. No landlord of an Impacted Business or Nonprofit may upon expiration of a lease increase rent for an Impacted Business or Nonprofit in an amount greater than ten (10) percent over the rent in effect at the commencement of the local state of emergency declared by the Director of Emergency Services. For purposes of this section, rent means all consideration for the use and enjoyment of the rented premises, including base rent and any additional rent or other charges for costs such as utilities, maintenance, cleaning, trash removal, repairs and any other charges to the tenant required under the rental agreement. This section 13.110.020 C. shall expire on May 31, 2020, concurrent with Executive Order N-28-20; provided, however, that this section

shall be automatically extended if Executive Order N-28-20 is extended or the tenant protections therein are extended pursuant to another Governor's Executive Order.

D. Moratorium on Rent Increases Exceeding Annual General Adjustment in Rent Controlled Units. For rental units regulated by Berkeley Municipal Code Section 13.76.010 et seq, any notice of rent increase in excess of the Annual General Adjustment for the current year, as defined in Berkeley Municipal Code section 13.76.110, shall be void and unenforceable if the notice is served or has an effective date during the local State of Emergency, unless authorized by the decision of a Rent Stabilization Board hearing examiner.

13.110.030 Definitions

A. "Covered Reason for Delayed Payment" means:

- (1) the basis for the eviction is nonpayment of rent, arising out of a material decrease in household, ~~or business, or other rental unit occupant's~~ income (including, but not limited to, a material decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or to caregiving responsibilities, or a material decrease in business income caused by a reduction in opening hours or consumer demand), or material out-of-pocket medical expenses; and
- (2) the decrease in household, ~~or business, or other rental unit occupant's~~ income or the ~~out-of-pocket medical~~ expenses described in subparagraph (1) was caused by the impacts of COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, ~~and is documented.~~

~~B. "No-Fault Eviction" refers to any eviction for which the notice to terminate tenancy is not based on alleged fault by the tenant, including but not limited to eviction notices served pursuant to Code of Civil Procedure sections 1161(1), 1161(5), or 1161b. "No-Fault Eviction" does not include withdrawal of accommodations from the rental market as provided in Government Code 7060 et seq. (Ellis Act).~~

B. "Delayed Rent Payment Agreement" means a mutual agreement between a landlord and tenant regarding the timing and amount of payments for rent that is delayed by a Covered Reason for Delayed Payment.

C. "Impacted Business or Nonprofit" means a business or nonprofit organization that had a business license in 2019 or 2020 in the City of Berkeley or is a registered nonprofit in either or both of those years and:

1. whose operation has been shut down due to the COVID-19 emergency, or
2. that is unable to accept customers at its location and is open for limited virtual, take-out or pickup services only, or
3. who suffered a material loss of income.

DB. "Landlord" includes owners, lessors, or sublessors of either residential or commercial rental property.

EG. "Tenant" includes a tenant, subtenant, lessee, sublessee, or any other person entitled by written or oral rental agreement to use or occupancy a renter of either residential or commercial property.

13.110.040 Collection of Back Rent and Late Fees

A. Nothing in this Chapter shall relieve the tenant of liability for unpaid rent, which the landlord may seek after expiration of the local State of Emergency. Notwithstanding any lease provision to the contrary, a landlord may not charge or collect a late fee, fine, or interest for rent that is delayed for by a Covered Reason for Delayed Payment, the reasons stated in this Chapter. The City will develop standards or guidelines for tenants to repay unpaid rent accrued during the course of the local State of Emergency. Landlords are encouraged to work with local agencies that will be making rental assistance available for qualifying tenants.

Tenants shall have twelve (12) months to pay rent that was delayed by a Covered Reason for Delayed Payment unless the landlord and tenant can come to a mutual repayment agreement ("Delayed Rent Payment Agreement").

Any direct relief in the form of federal, state and local or private direct payments that result in a reduction in the Landlord's mortgage or tax obligations related to the subject property, shall directly reduce the amount of any rent that was delayed by a Covered Reason for Delayed Payment. This requirement shall be implied into any Delayed Rent Payment Agreement, regardless of the terms of that agreement.

13.110.050 Application

A. This Chapter applies to eviction notices and unlawful detainer actions based on notices served or filed on or after the effective date of this Chapter through 30 days after the end of the local State of Emergency. It does not apply to withdrawal of accommodations from the rental market pursuant to Government Code 7060 et seq. ("Ellis Act") or to units ordered by the City to be vacated for the preservation of public health.

B. With respect to delayed payment covered by this Ordinance, a landlord may seek such rent after the expiration of the local State of Emergency, pursuant to Section 13.110.040, but may not file an action pursuant to Code of Civil Procedure sections 1161(2) *et seq.* or otherwise seek to recover possession of a rental unit based on the failure to pay rent that accrued during the term of the local State of Emergency for a Covered Reason for Delayed Payment. In any action to evict based on alleged non-payment of rent, it shall be a complete defense to such action if any part of the rent in dispute accrued at any time from the effective date of this Chapter through thirty (30) days after the expiration of the local State of Emergency.

C. A Landlord shall not retaliate against a Tenant for exercising their rights under this Ordinance, including but not limited to shutting off any utilities or reducing services or amenities to which the Tenant would otherwise be entitled.

D. In addition to the affirmative defenses set forth above, in any action to recover possession of a rental unit filed under Berkeley Municipal Code section 13.76.130(A)(1), it shall be a complete defense that if the landlord impeded the tenant's effort to pay rent by refusing to accept rent paid on behalf of the tenant from a third party, or refusing to provide a W-9 form or other necessary documentation for the tenant to receive rental assistance from a government agency, non-profit organization, or other third party. Acceptance of rental payments made on behalf of the tenant by a third party shall not create a tenancy between the landlord and the third party.

13.110.060 Implementing Regulations

The City Manager may promulgate implementing regulations and develop forms to effectuate this Ordinance. This includes the option of requiring landlords to give a notice to Tenants informing them of this Chapter and the right to seek the benefits of this Chapter.

13.110.070 Waiver

A. A landlord may request that the requirements of this Chapter be waived or modified, by the City Manager or their designee, based on a showing that applying the requirements would constitute ~~a hardship to the landlord or other tenants, or would constitute~~ an unconstitutional taking of property or otherwise have an unconstitutional application to the landlord's property. The tenant shall be provided notice of the application to the City Manager or their designee and may submit materials in opposition to the application.

B. The landlord shall bear the burden of presenting evidence to support the request for a waiver or modification of the requirements of this Chapter and shall set forth in detail the factual and legal basis for the claim, including all supporting documentation.

C. The City will develop standards for what might constitute grounds for a waiver or modification of the requirements of this Chapter on the part of the landlord.

D. By entering into a Delayed Rent Payment Agreement, Tenants do not waive any rights under this Chapter.

E. Any agreement by a Tenant to waive any rights under this ordinance shall be void and contrary to public policy.

13.110.080 Remedies

In the event of a violation of this Ordinance, an aggrieved tenant may institute a civil proceeding for injunctive relief, and money actual damages as specified below, and whatever other relief the court deems appropriate. Money damages shall only be awarded if the trier of fact finds that the landlord acted in knowing violation of or in reckless disregard of this Ordinance. The prevailing party shall be entitled to reasonable attorney's fees and costs pursuant to order of the court. The remedy available under this section shall be in addition to any other existing remedies which may be available to the tenant under local, state or federal law. In addition, this Ordinance grants a defense to eviction in the event that an unlawful detainer action is commenced in violation of this Ordinance.

The protections provided by this ordinance shall be available to all tenants, regardless of any agreement wherein a tenant waives or purports to waive their rights under this Ordinance, with any such agreement deemed void as contrary to public policy.

A. Violations of Section 13.110.020(C) - (Commercial rent restrictions:).

1. Violations of Section 13.110.020(C) may be enforced by an administrative fine of up to \$1,000 pursuant to Chapter 1.28. Each day a commercial property landlord demands rent in excess of the amount permitted pursuant to Section 13.110.020(C) is a separate violation. The City may also charge the costs of investigating and issuing any notices of violations, and any hearings or appeals of such notices.

2. The City Attorney may refer those in violators of Section 13.110.020(C) to the Alameda County District Attorney for redress as a violation of Business and Professions Code section 17200, et seq. or, if granted permission by the District Attorney, may bring an action pursuant to Business and Professions Code section 17200, et seq.

13.110.090 Severability

If any section, subsection, sentence, clause, phrase, or word of this Chapter, or any application thereof to any person or circumstance, is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of this Chapter. The Council of the City of Berkeley hereby declares that it would have passed this Chapter and each and every section, subsection, sentence, clause, phrase, and word not declared invalid or unconstitutional without regard to whether any other portion of this Chapter or application thereof would be subsequently declared invalid or unconstitutional.

Section 2. Vote Required, Immediately Effective

Based on the findings and evidence in Section 13.110.010 of this Urgency Ordinance, the Council determines that this Ordinance is necessary for the immediate preservation of the public health, peace and safety in accordance with Article XIV Section 93 of the Charter of the City of Berkeley and must therefore go into effect immediately. This

Ordinance shall go into effect immediately upon a seven-ninths vote of the City Council, in satisfaction of the Charter of the City of Berkeley.



Office of the City Manager

INFORMATION CALENDAR
May 26, 2020

To: Honorable Mayor and Members of the City Council
 From: Dee Williams-Ridley, City Manager
 Submitted by: Henry Oyekanmi, Director, Finance Department
 Subject: FY 2019 Fourth Quarter Investment Report: Ended June 30, 2019

POLICY COMMITTEE RECOMMENDATION

On April 27, 2020, the Budget and Finance Committee adopted the following action: M/S/C (Droste/Arreguin) to move the item with a positive recommendation for Council to receive and file and include the response from Finance Director Oyekanmi to a constituent inquiry. Vote: All Ayes.

SUMMARY

The City's investment policy requires that a quarterly investment report be submitted to the City Council on the status of the investment portfolio. The report includes all investments managed by the City of Berkeley and provides information on the types, values (par, book, and market), term, and yield of each security.

- The return on pooled investments for the quarter ended June 30, 2019 was 2.27% or .17% less than the 2.44% earned by the State Local Agency Investment Fund (State LAIF), which is the benchmark for investment performance used by the City. The return on pooled investments of 2.27% for the quarter ended June 30, 2019 was 7.5 basis points more than the rate of 2.195% earned in the quarter ended March 31, 2019.
- The average return on all Retiree Medical Trust Fund investments was 3.639% for the quarter ended June 30, 2019.

CURRENT SITUATION AND ITS EFFECTS

Attached is a summary of quarterly reports for fiscal year 2019 Fourth quarter ending June 30, 2019 representing the status of the City's investment portfolio. The report includes all investments managed by the City of Berkeley and provides information on the values (par, book, and market), term, and yield of each security.

Summary information by type of security and detailed information on each security is provided on Exhibit 2-A. An evaluation of portfolio performance for this accounting period compared to the previous three accounting periods is also included in Attachment 1.

A. Portfolio Results

As a result of the differences in the investment policies of different cities, including responsible investing policies, maturity restrictions, investment restrictions, etc., it was difficult for the City of Berkeley to come up with a reasonable performance measure for pooled cash investments. In order to provide some measure of the relative performance of the City's investment returns, many years ago the City established the State Local Agency Investment Fund (LAIF) as the performance measure to be reported in the quarterly investment reports, since many local governments invested significant portions of their investment portfolios in LAIF.

LAIF was intended to be a reference point to compare the City's investment performance against, rather than a true performance measure, since most cities typically earn a yield higher than LAIF during normal interest rate environments, and because LAIF's average maturity of its investments is generally shorter than most cities. As a result, past City Councilmembers requested that information about the rates earned by other California cities be included in the quarterly investment reports for comparison purposes, despite the differences in the investment policies of the various cities.

At the present time, the interest rate environment is far from being normal. On June 19, 2019, the Federal Funds rate range, which is the most important measure of short-term interest rates, was at 2.25%-2.50%, which was significantly higher than the 2-year Treasury (1.74%), the 5-year Treasury (1.77%), the 10-year Treasury (2.03%), and nearly as high as the 30-year Treasury (2.54%). This environment is highly unusual, and currently results in portfolios with shorter average maturities outperforming portfolios with long-term maturities, which is the opposite of performances in a normal interest rate environment.

1. Liquidity of Portfolio:

The average investment in the pooled portfolio matured in 915 days as of June 30, 2019. This is 202 days more than the 713 maturity days of as of March 31, 2019.

2. Comparison of Results to Performance Measures – Pooled investments: Quarter Ended June 30, 2019

The City's yield on investments for the quarter ended June 30, 2019 was 2.27%, an increase of 7.5 basis points (.075%) from the 2.195% earned during the quarter ended March 31, 2019. The average yield on a 90-day Treasury bill at the end of the quarter ended June 30, 2019 was 2.087%, a decrease of 29.4 basis points (.294%) from the 2.381% at the end of the previous quarter.

As summarized in Table 1, staff's overall results fell short of the performance measure for the quarter by 17 basis points (.17%). Staff's performance was under the performance measure in April by 27.3 basis points (-.273%); under the performance measure in May by 17.8 basis points (-.178%); and, was under the performance measure in June by 6.2 basis points (-.062%). The performance measure for the return on investments is compared to the rate of return of the State LAIF.

Table 1

For Quarter Ending June 30, 2019			
Period	City	State LAIF	Difference
April-19	2.172%	2.445%	-0.273%
May-19	2.271%	2.449%	-0.178%
June-19	2.366%	2.428%	-0.062%
April-June 19	2.27%	2.44%	-0.170%

3. Investment Results-Retiree Health Insurance Funds:

Average interest rates earned on the retiree health insurance trust funds for the quarter ended June 30, 2019 compared to the quarter ended March 31, 2019, were as follows:

Table 2

EARNED INTEREST RATES		
For Quarter Ended 3/31/2019 Compared To 6/30/2019		
Trust Fund	3rd Qtr 03/31/19	4th Qtr 6/30/19
Retiree Medical Trust Fund (Misc Employees)	4.267%	3.932%
Fire Retiree Medical Trust Fund	3.566%	3.580%
Police Retiree Medical Trust Fund	3.443%	3.405%

The rates earned on these plans will continue to drop slightly over the next few quarters as staff reinvests the proceeds of maturing securities at lower rates.

Details related to retiree health trust fund investments are in Attachment 3, Exhibits 3-A, 3-B, and 3-C of this report.

B. Discussion of Interest Rate Environment and Outlook

On June 19, 2019 the Federal Open Market Committee issued its statement on the economy and interest rates:

Information received since the Federal Open Market Committee met in May indicates that the labor market remains strong and that economic activity rose at a moderate rate. Job gains have been solid, on average, in recent months, and the unemployment rate has remained low. Although growth of household spending appears to have picked up from earlier in the year, indicators of business fixed investment have been soft. On a 12-month basis, overall inflation and inflation for items other than food and energy have declined and are running below 2 percent. Market-based measures of inflation compensation have declined; and survey-based measures of longer-term inflation expectations are little changed.

Consistent with its statutory mandate, the Committee seeks to foster maximum employment and price stability.

The Committee continues to view sustained expansion of economic activity, strong labor market conditions, and inflation near the Committee's symmetric 2 percent objective as the most likely outcomes, but uncertainties about this outlook have increased. In light of these uncertainties and muted inflation pressures, the Committee will closely monitor the implications of incoming information for the economic outlook and will act as appropriate to sustain the expansion, with a strong labor market and inflation near its symmetric 2 percent objective.

Yield Trend

In support of the above goals, the Committee decided to maintain the target range for the federal funds rate at 2-1/4 to 2-1/2 percent.

In determining the timing and size of future adjustments to the target range for the federal funds rate, the Committee will assess realized and expected economic conditions relative to its maximum employment objective and its symmetric 2 percent inflation objective. This assessment will take into account a wide range of information, including measures of labor market conditions, indicators of inflation pressures and inflation expectations, and readings on financial and international developments.

In the current interest rate environment, staff expects returns in FY 2020 to be about the same as those returns earned in FY 2019. Also, the City's rate earned is expected to be about the same as the City's benchmark (State LAIF) and the City's return to be comparable to rates earned by most other cities in California. A sample of rates earned by Northern and Southern California cities is reflected in table 3 below (previously only Northern California cities were included):

Table 3

Other California Cities Earned Interest Rates	
For the Quarter Ending June 30, 2019	
City	Rates Earned
Sacramento	2.57%
San Francisco	2.45%
San Diego	2.45%
Oakland	2.42%
Palo Alto	2.38%
San Jose	2.35%
Berkeley	2.27%
Los Angeles	2.21%
Riverside	2.13%
Santa Monica	2.05%

The City's investment strategy will continue to focus on (1) locking in reasonable rates on long-term investments, when opportunities for attractive rates present themselves and (2) matching of investment maturities to cash flow.

BACKGROUND

- Pooled Investments

Short-term cash is invested primarily in government sponsored enterprises (referred to as Federal Agency) notes and medium-term corporate notes for periods of one to five years. Additional cash is invested in a money market fund or overnight securities to meet the liquidity needs of the City.

In some cases, the City may have investments with a current market value that is greater or less than the recorded cost. These changes in market value are due to fluctuations in the market and have no effect on yield, as the City does not intend to sell securities prior to maturity.

- Retiree Health Trust Fund Investments

The City agreed to provide retiree Health insurance coverage for fire, police and miscellaneous employees under certain terms and conditions. An actuarial study commissioned by the City many years ago determined that, in addition to City Contributions, an average rate of return of 7% on miscellaneous employees trust fund assets invested must be achieved to fund the retiree health benefit at the desired 70% level. Primarily as a result of the Federal Reserve Board's decision to keep short-term rates near zero for the last 12 years, the average rate currently earned is significantly below that 7% level. City Finance Department staff manages these investment portfolios.

ENVIRONMENTAL SUSTAINABILITY

There are no identifiable environmental effects or opportunities associated with the subject of this report.

CONTACT PERSON

Henry Oyekanmi, Director, Finance Department, 981-7300

ATTACHMENTS

1. Portfolio Evaluation FY 2019
2. Investment Report Analysis FY 2019
 - a. Exhibit 2-A: Pooled Cash and Investments
 - b. Exhibit 2-B.1 through 2-B.3: Interest Earnings April 2019 – June 2019
 - c. Exhibit 2-C: Book Value By Investment Type
 - d. Exhibit 2-D: Current Holdings vs. Policy Limits
 - e. Exhibit 2-E: Investment Portfolio Trend
3. Summary of Pooled and Cash Investments FY 2019 –Trust Funds
 - a. Exhibit 3-A: Retiree Medical Trust Funds –Misc.
 - b. Exhibit 3-B: Retiree Medical Trust Funds –Fire
 - c. Exhibit 3-C: Retiree Medical Trust Funds –Police



Portfolio Evaluation
Quarter Ended June 30, 2019

Attachment 1

	Quarter Ending			
	June 2019	March 2019	December 2018	September 2018
Total Portfolio				
Pooled Cash and Investments (COB)	\$ 459,343,830	\$ 421,335,434	\$ 401,582,141	\$ 318,612,235
Pooled Cash and Investments (Trust)	<u>47,383,337</u>	<u>46,484,598</u>	<u>44,766,863</u>	<u>44,222,899</u>
Total Cash and Investments	<u>\$ 506,727,167</u>	<u>\$ 467,820,032</u>	<u>\$ 446,349,004</u>	<u>\$ 362,835,134</u>
Average Life of Investment Portfolio				
Pooled Investments (CoB)	915 days	713 days	716 days	656 days
Trust Investments	6.212 years	5.809 years	5.878 years	6.133 years
Weighted Yield				
Pooled Investments (CoB)	2.270%	2.195%	2.005%	1.870%
Trust Investments	3.639%	3.970%	3.772%	3.772%
Prime Rate	5.500%	5.500%	5.500%	5.250%
91-day Treasury Bill Rate	2.087%	2.381%	2.355%	2.196%
2-year Treasury Note Rate	1.755%	2.260%	2.488%	2.819%
Cash and Investments Maturity				
Within one year	\$ 298,391,854	\$ 273,797,880	\$ 210,359,453	\$ 110,849,998
Between 1 to 3 years	62,290,505	86,143,761	140,177,122	180,564,620
Between 3 to 5 years	72,075,845	76,234,240	54,854,262	35,945,816
Between 5 to 10 years	73,968,963	31,644,151	40,958,167	35,474,699
Over 10 years	-	-	-	-
Total	<u>\$ 506,727,167</u>	<u>\$ 467,820,032</u>	<u>\$ 446,349,004</u>	<u>\$ 362,835,134</u>
	100.00%	100.00%	100.00%	100.00%



City of Berkeley
Pooled Cash and Investments
As of June 30, 2019

CUSIP	Investment #	Issuer	Book Value	Par Value	Market Value	Current Rate	YTM/C 365	Maturity Date	Days To Maturity	Moody's Credit Rating
Certificates of Deposit - S & L										
254673RD0	14539	Discover Bank	250,000.00	250,000.00	257,100.00	3.300	3.300	07/05/2023	1,465	N/A
795450T47	14540	Sallie Mae Bank	250,000.00	250,000.00	257,095.00	3.300	3.300	07/03/2023	1,463	N/A
Subtotal and Average			500,000.00	500,000.00	514,195.00		3.300		1,464	
Medium Term Notes										
037833AK6	14536	Apple Inc	4,854,475.77	5,000,000.00	5,049,500.00	2.400	3.225	05/03/2023	1,402	AA1
084670BJ6	14542	Berkshire Hathaway	4,974,897.09	5,000,000.00	5,150,150.00	3.000	3.150	02/11/2023	1,321	AA2
20030NBN0	14563	Comcast Corp	5,075,848.15	5,000,000.00	5,229,500.00	3.375	3.099	08/15/2025	2,237	A3
233851CU6	14571	Daimler Finance	5,086,088.41	5,000,000.00	5,135,500.00	3.450	3.190	01/06/2027	2,746	A2
233851CU6	14574	Daimler Finance	3,836,963.56	3,725,000.00	3,825,947.50	3.450	3.000	01/06/2027	2,746	A2
24422EUM9	14554	John Deere Cap	5,068,636.82	5,000,000.00	5,287,050.00	3.650	3.300	10/12/2023	1,564	A2
375558BF9	14570	Gilead Sciences	5,158,722.96	5,000,000.00	5,278,750.00	3.650	3.117	03/01/2026	2,435	A3
49327M2X1	14560	Key Bank NA	5,024,487.84	5,000,000.00	5,131,450.00	3.300	3.100	02/01/2022	946	A3
540424AQ1	14555	Loews Corporation	4,870,229.13	5,000,000.00	5,042,050.00	2.625	3.350	05/15/2023	1,414	A3
589331AT4	14545	Merck & Co Inc	4,905,647.09	5,000,000.00	5,046,050.00	2.400	3.030	09/15/2022	1,172	A1
68389XAS4	14548	Oracle Corp	5,041,662.23	5,000,000.00	5,272,300.00	3.625	3.387	07/15/2023	1,475	A1
747525AT0	14564	Qualcomm Inc	4,966,215.11	5,000,000.00	5,078,900.00	2.900	3.049	05/20/2024	1,785	A2
Subtotal and Average			58,863,874.16	58,725,000.00	60,527,147.50		3.170		1,756	
Medium Term Notes - Callable										
05531FBF9	14561	BB&T Corporation	5,151,253.29	5,000,000.00	5,277,100.00	3.750	3.011	12/06/2023	1,619	A2
06406HBY4	14538	Bank of New York Mellon Corp	3,577,612.81	3,542,000.00	3,639,050.80	3.550	3.149	09/23/2021	815	A1
06406FAB9	14541	Bank of New York Mellon Corp	1,432,229.66	1,458,000.00	1,455,054.84	2.050	3.060	05/03/2021	672	A1
693475AV7	14557	PNC Financial Services	5,026,725.72	5,000,000.00	5,265,600.00	3.500	3.424	01/23/2024	1,667	A3
751212AC5	14566	Ralph Lauren	5,177,414.49	5,000,000.00	5,303,550.00	3.750	3.105	09/15/2025	2,268	A2
91159HHU7	14562	US BANCORP	5,269,741.58	5,000,000.00	5,432,000.00	3.950	2.848	11/17/2025	2,331	A1
Subtotal and Average			25,634,977.55	25,000,000.00	26,372,355.64		3.100		1,740	



City of Berkeley
Pooled Cash and Investments
As of June 30, 2019

CUSIP	Investment #	Issuer	Book Value	Par Value	Market Value	Current Rate	YTM/C 365	Maturity Date	Days To Maturity	Moody's Credit Rating
Federal Agency Coupon Securities										
3133EKQT6	14572	Federal Farm Credit Bank	5,000,000.00	5,000,000.00	4,993,000.00	2.490	2.490	09/13/2023	1,535	AAA
3133EJAD1	14528	Federal Farm Credit Bank	10,000,000.00	10,000,000.00	10,041,900.00	2.150	2.150	12/23/2020	541	AAA
3130ADKF8	14529	Federal Home Loan Banks	15,000,000.00	15,000,000.00	14,997,450.00	2.100	2.100	01/30/2020	213	AAA
3130ADUB6	14533 T1	Federal Home Loan Banks	21,000,000.00	21,000,000.00	21,007,350.00	2.320	2.320	12/19/2019	171	AAA
3133EG7F6	14517	Federal Farm Credit Bank	5,000,000.00	5,000,000.00	4,994,550.00	1.750	1.750	02/16/2021	596	AAA
3133EHBA0	14520	Federal Farm Credit Bank	6,500,000.00	6,500,000.00	6,479,915.00	1.520	1.519	03/02/2020	245	AAA
3133EHQB2	14527	Federal Farm Credit Bank	9,001,000.00	9,001,000.00	8,952,034.56	1.550	1.549	07/06/2020	371	AAA
3130AAS82	14519	Federal Home Loan Banks	9,999,591.64	10,000,000.00	9,966,000.00	1.550	1.556	02/06/2020	220	AAA
3130ABTD8	14526	Federal Home Loan Banks	15,000,000.00	15,000,000.00	14,965,650.00	1.450	1.450	10/18/2019	109	AAA
3137EAEE5	14516	Federal Home Loan Mortgage Co	4,999,907.02	5,000,000.00	4,982,300.00	1.500	1.503	01/17/2020	200	AAA
3135G0T29	14521	Federal National Mortgage Assn	3,500,000.00	3,500,000.00	3,486,560.00	1.500	1.499	02/28/2020	242	AAA
3135G0T29	14522	Federal National Mortgage Assn	9,990,973.84	10,000,000.00	9,961,600.00	1.500	1.641	02/28/2020	242	AAA
Subtotal and Average			114,991,472.50	115,001,000.00	114,828,309.56		1.855		312	
Federal Agency Callable										
3130AFKR7	14550	Federal Home Loan Banks	5,000,000.00	5,000,000.00	5,068,650.00	3.100	3.100	12/28/2023	1,641	AAA
Subtotal and Average			5,000,000.00	5,000,000.00	5,068,650.00		3.100		1,641	
Federal Agency Continuously Callable										
3132X04Z1	14544	Farmer Mac	5,000,000.00	5,000,000.00	5,005,850.00	3.250	3.250	08/15/2023	1,506	N/A
31422BAR1	14553	Farmer Mac	5,000,000.00	5,000,000.00	5,017,200.00	3.230	3.230	12/27/2023	1,640	N/A
3133EGAW5	14504	Federal Farm Credit Bank	5,000,000.00	5,000,000.00	4,994,350.00	1.250	1.246	08/19/2019	49	AAA
3133EKJB3	14565	Federal Farm Credit Bank	5,000,000.00	5,000,000.00	5,001,650.00	3.040	3.017	07/23/2025	2,214	AAA
3133EKQZ2	14573	Federal Farm Credit Bank	5,000,000.00	5,000,000.00	4,989,450.00	2.370	2.370	12/17/2021	900	AAA
3130A7GZ2	14500	Federal Home Loan Banks	5,000,000.00	5,000,000.00	4,994,350.00	1.250	1.250	03/30/2021	638	AAA
3130A9YW5	14512	Federal Home Loan Banks	4,999,869.44	5,000,000.00	4,982,650.00	1.190	1.196	11/22/2019	144	AAA
3130AAJZ2	14513	Federal Home Loan Banks	3,742,500.00	3,742,500.00	3,734,191.65	1.750	1.750	04/27/2020	301	AAA
3134G7S77	14358	Federal Home Loan Mortgage Co	5,000,000.00	5,000,000.00	4,997,650.00	2.000	1.125	10/29/2020	486	AAA
3134GSVB8	14547	Federal Home Loan Mortgage Co	5,000,000.00	5,000,000.00	5,008,250.00	3.250	3.250	09/13/2023	1,535	AAA
3135G0S46	14514	Federal National Mortgage Assn	5,000,000.00	5,000,000.00	4,985,550.00	1.650	1.650	01/27/2020	210	AAA
3135G0S46	14515	Federal National Mortgage Assn	5,000,000.00	5,000,000.00	4,985,550.00	1.650	1.649	01/27/2020	210	AAA
3136G4LP6	14518	Federal National Mortgage Assn	5,000,000.00	5,000,000.00	4,990,900.00	1.800	1.800	08/28/2020	424	AAA
Subtotal and Average			63,742,369.44	63,742,500.00	63,687,591.65		2.067		798	



City of Berkeley
Pooled Cash and Investments
As of June 30, 2019

CUSIP	Investment #	Issuer	Book Value	Par Value	Market Value	Current Rate	YTM/C 365	Maturity Date	Days To Maturity	Moody's Credit Rating
Municipal Bonds										
13063DGB8	14559	General Obligation Unlimited	5,084,410.93	5,000,000.00	5,324,050.00	3.375	3.087	04/01/2025	2,101	AA3
672319CA6	14282	Oakland CA Pension Obligation	<u>5,000,000.00</u>	<u>5,000,000.00</u>	<u>5,023,650.00</u>	3.267	<u>3.267</u>	12/15/2019	<u>167</u>	AA3
Subtotal and Average			10,084,410.93	10,000,000.00	10,347,700.00		3.177		1,142	
Fidelity Money Market										
SYS14190	14190	Fidelity Money Market	14,469,202.14	14,469,202.14	14,469,202.14	0.002	0.002		1	
SYS14265	14265	Fidelity Money Market	<u>127,018,713.09</u>	<u>127,018,713.09</u>	<u>127,018,713.09</u>	0.003	0.003		<u>1</u>	
Subtotal and Average			141,487,915.23	141,487,915.23	141,487,915.23		0.003		1	
Total Investments and Average			420,305,019.81	419,456,415.23	422,833,864.58		0.003		1	

Total Investments (Book Value)	420,305,019.81
Cash	<u>36,509,965.00</u>
Total Investments (Book Value) and Cash	456,814,984.81
Increase / (Decrease) in Market Value of Securities	<u>2,528,844.77</u>
Total Investments (Market Value) and Cash	<u>459,343,829.58</u>



**Pooled Investment - Long Term
Interest Earnings
Sorted by Fund - Fund
June 1, 2019 - June 30, 2019
Yield on Average Book Value**

Exhibit 2-B.1

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Annualized Rate	Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Pooled Investment - Long Term												
3130AFKR7	14550	010	MC4	5,000,000.00	5,000,000.00	5,000,000.00	12/28/2023	3.100	3.143	12,916.67	0.00	12,916.67
3130ADUB6	14533 T1	010	FAC	21,000,000.00	21,000,000.00	21,000,000.00	12/19/2019	2.320	2.352	40,600.00	0.00	40,600.00
3130AAJZ2	14513	010	MC5	3,742,500.00	3,742,500.00	3,742,500.00	04/27/2020	1.750	1.774	5,457.81	0.00	5,457.81
3130A9YW5	14512	010	MC5	5,000,000.00	4,999,841.67	4,999,856.02	11/22/2019	1.190	1.213	4,958.33	27.77	4,986.10
3130AAS82	14519	010	FAC	10,000,000.00	9,999,534.66	9,999,564.10	02/06/2020	1.550	1.579	12,916.67	56.98	12,973.65
3130ABTD8	14526	010	FAC	15,000,000.00	15,000,000.00	15,000,000.00	10/18/2019	1.450	1.470	18,125.00	0.00	18,125.00
3130ADKF8	14529	010	FAC	15,000,000.00	15,000,000.00	15,000,000.00	01/30/2020	2.100	2.129	26,250.00	0.00	26,250.00
3133EHBA0	14520	010	FAC	6,500,000.00	6,500,000.00	6,500,000.00	03/02/2020	1.520	1.541	8,233.33	0.00	8,233.33
3133EG7F6	14517	010	FAC	5,000,000.00	5,000,000.00	5,000,000.00	02/16/2021	1.750	1.774	7,291.67	0.00	7,291.67
3133EKQZ2	14573	010	MC5	5,000,000.00	0.00	2,333,333.33	12/17/2021	2.370	2.403	4,608.33	0.00	4,608.33
3133EKJB3	14565	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	07/23/2025	3.040	3.082	12,666.67	0.00	12,666.67
3133EKQT6	14572	010	FAC	5,000,000.00	0.00	3,000,000.00	09/13/2023	2.490	2.525	6,225.00	0.00	6,225.00
3133EHQB2	14527	010	FAC	9,001,000.00	9,001,000.00	9,001,000.00	07/06/2020	1.550	1.572	11,626.29	0.00	11,626.29
3133EJKC2	14535	010	MC5	0.00	20,000,000.00	2,666,666.67	04/09/2021	2.670	2.707	5,933.33	0.00	5,933.33
3133EJAD1	14528	010	FAC	10,000,000.00	10,000,000.00	10,000,000.00	12/23/2020	2.150	2.180	17,916.67	0.00	17,916.67
3133EGAW5	14504	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	08/19/2019	1.250	1.267	5,208.33	0.00	5,208.33
3134GSVB8	14547	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	09/13/2023	3.250	3.295	13,541.67	0.00	13,541.67
3137EAEE5	14516	010	FAC	5,000,000.00	4,999,892.79	4,999,900.14	01/17/2020	1.500	1.524	6,250.00	14.23	6,264.23
3134G7S77	14358	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	10/29/2020	2.000	2.028	8,333.33	0.00	8,333.33
3135G0S46	14515	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	01/27/2020	1.650	1.673	6,875.00	0.00	6,875.00
3135G0T29	14522	010	FAC	10,000,000.00	9,989,831.29	9,990,421.61	02/28/2020	1.500	1.661	12,500.00	1,142.55	13,642.55
3135G0S46	14514	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	01/27/2020	1.650	1.673	6,875.00	0.00	6,875.00
3136G4LP6	14518	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	08/28/2020	1.800	1.825	7,500.00	0.00	7,500.00
3135G0T29	14521	010	FAC	3,500,000.00	3,500,000.00	3,500,000.00	02/28/2020	1.500	1.521	4,375.00	0.00	4,375.00
672319CA6	14282	010	MUN	5,000,000.00	5,000,000.00	5,000,000.00	12/15/2019	3.267	3.312	13,612.50	0.00	13,612.50
037833AK6	14536	010	MTN	5,000,000.00	4,851,316.78	4,852,948.92	05/03/2023	2.400	3.299	10,000.00	3,158.99	13,158.99
254673RD0	14539	010	SCD	250,000.00	250,000.00	250,000.00	07/05/2023	3.300	3.300	678.08	0.00	678.08
06406HBY4	14538	010	MC3	3,542,000.00	3,578,944.96	3,578,256.68	09/23/2021	3.550	3.110	10,478.42	-1,332.15	9,146.27
06406FAB9	14541	010	MC3	1,458,000.00	1,431,061.82	1,431,665.21	05/03/2021	2.050	3.109	2,490.75	1,167.84	3,658.59
795450T47	14540	010	SCD	250,000.00	250,000.00	250,000.00	07/03/2023	3.300	3.300	678.08	0.00	678.08

Pooled Investment - Long Term
Interest Earnings
June 1, 2019 - June 30, 2019

Exhibit 2-B.1

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Annualized Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Pooled Investment - Long Term												
084670BJ6	14542	010	MTN	5,000,000.00	4,974,317.80	4,974,617.10	02/11/2023	3.000	3.199	12,500.00	579.29	13,079.29
31422BAR1	14553	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	12/27/2023	3.230	3.275	13,458.33	0.00	13,458.33
3132X02G5	14537	010	MC5	0.00	5,000,000.00	3,333,333.33	06/21/2023	3.270	3.315	9,083.33	0.00	9,083.33
3132X04Z1	14544	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	08/15/2023	3.250	3.295	13,541.67	0.00	13,541.67
589331AT4	14545	010	MTN	5,000,000.00	4,903,194.25	4,904,461.55	09/15/2022	2.400	3.089	10,000.00	2,452.84	12,452.84
68389XAS4	14548	010	MTN	5,000,000.00	5,042,521.83	5,042,077.70	07/15/2023	3.625	3.437	15,104.17	-859.60	14,244.57
24422EUM9	14554	010	MTN	5,000,000.00	5,069,973.04	5,069,282.66	10/12/2023	3.650	3.329	15,208.33	-1,336.22	13,872.11
540424AQ1	14555	010	MTN	5,000,000.00	4,867,436.36	4,868,879.29	05/15/2023	2.625	3.431	10,937.50	2,792.77	13,730.27
693475AV7	14557	010	MC3	5,000,000.00	5,027,214.01	5,026,961.73	01/23/2024	3.500	3.411	14,583.33	-488.29	14,095.04
13063DGB8	14559	010	MUN	5,000,000.00	5,085,634.28	5,085,002.22	04/01/2025	3.375	3.072	14,062.50	-1,223.35	12,839.15
49327M2X1	14560	010	MTN	5,000,000.00	5,025,277.77	5,024,869.64	02/01/2022	3.300	3.138	13,750.00	-789.93	12,960.07
05531FBF9	14561	010	MC3	5,000,000.00	5,154,098.17	5,152,628.32	12/06/2023	3.750	3.018	15,625.00	-2,844.88	12,780.12
91159HHU7	14562	010	MC3	5,000,000.00	5,273,266.08	5,271,445.09	11/17/2025	3.950	2.985	16,458.33	-3,524.50	12,933.83
20030NBN0	14563	010	MTN	5,000,000.00	5,076,880.57	5,076,347.16	08/15/2025	3.375	3.123	14,062.50	-1,032.42	13,030.08
747525AT0	14564	010	MTN	5,000,000.00	4,965,638.91	4,965,936.61	05/20/2024	2.900	3.102	12,083.33	576.20	12,659.53
751212AC5	14566	010	MC3	5,000,000.00	5,179,796.96	5,178,566.02	09/15/2025	3.750	-0.560	0.00	-2,382.47	-2,382.47
375558BF9	14570	010	MTN	5,000,000.00	5,160,706.99	5,159,681.91	03/01/2026	3.650	3.118	15,208.33	-1,984.03	13,224.30
233851CU6	14574	010	MTN	3,725,000.00	0.00	767,413.41	01/06/2027	3.450	3.002	2,141.87	-248.35	1,893.52
233851CU6	14571	010	MTN	5,000,000.00	0.00	3,560,484.67	01/06/2027	3.450	3.210	10,062.50	-668.34	9,394.16
			Subtotal	272,968,500.00	279,899,880.99	270,558,101.07			2.366	532,992.95	-6,745.07	526,247.88
			Total	272,968,500.00	279,899,880.99	270,558,101.07			2.366	532,992.95	-6,745.07	526,247.88



**Pooled Investment - Long Term
Interest Earnings
Sorted by Fund - Fund
May 1, 2019 - May 31, 2019
Yield on Average Book Value**

Exhibit 2-B.2

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Annualized Rate	Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Pooled Investment - Long Term												
3130AFKR7	14550	010	MC4	5,000,000.00	5,000,000.00	5,000,000.00	12/28/2023	3.100	3.042	12,916.67	0.00	12,916.67
3130ADUB6	14533 T1	010	FAC	21,000,000.00	21,000,000.00	21,000,000.00	12/19/2019	2.320	2.276	40,600.00	0.00	40,600.00
3130AAJZ2	14513	010	MC5	3,742,500.00	3,742,500.00	3,742,500.00	04/27/2020	1.750	1.717	5,457.81	0.00	5,457.81
3130A9YW5	14512	010	MC5	5,000,000.00	4,999,813.89	4,999,828.67	11/22/2019	1.190	1.174	4,958.33	27.78	4,986.11
3130AAS82	14519	010	FAC	10,000,000.00	9,999,477.68	9,999,508.01	02/06/2020	1.550	1.528	12,916.67	56.98	12,973.65
3130ABTD8	14526	010	FAC	15,000,000.00	15,000,000.00	15,000,000.00	10/18/2019	1.450	1.423	18,125.00	0.00	18,125.00
3130ADKF8	14529	010	FAC	15,000,000.00	15,000,000.00	15,000,000.00	01/30/2020	2.100	2.060	26,250.00	0.00	26,250.00
3133EHBA0	14520	010	FAC	6,500,000.00	6,500,000.00	6,500,000.00	03/02/2020	1.520	1.491	8,233.33	0.00	8,233.33
3133EG7F6	14517	010	FAC	5,000,000.00	5,000,000.00	5,000,000.00	02/16/2021	1.750	1.717	7,291.67	0.00	7,291.67
3133EKJB3	14565	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	07/23/2025	3.040	2.983	12,666.67	0.00	12,666.67
3133EGD77	14509	010	MC5	0.00	10,000,000.00	645,161.29	05/03/2019	1.120	1.136	622.22	0.00	622.22
3133EHQB2	14527	010	FAC	9,001,000.00	9,001,000.00	9,001,000.00	07/06/2020	1.550	1.521	11,626.29	0.00	11,626.29
3133EJKC2	14535	010	MC5	20,000,000.00	20,000,000.00	20,000,000.00	04/09/2021	2.670	2.620	44,500.00	0.00	44,500.00
3133EJAD1	14528	010	FAC	10,000,000.00	10,000,000.00	10,000,000.00	12/23/2020	2.150	2.110	17,916.67	0.00	17,916.67
3133EGD77	14507	010	MC5	0.00	10,000,000.00	645,161.29	05/03/2019	1.120	1.136	622.22	0.00	622.22
3133EGAW5	14504	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	08/19/2019	1.250	1.226	5,208.33	0.00	5,208.33
3134GSVB8	14547	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	09/13/2023	3.250	3.189	13,541.67	0.00	13,541.67
3134G9MA2	14505	010	MC5	0.00	5,000,000.00	3,709,677.42	05/24/2019	1.125	1.141	3,593.78	0.00	3,593.78
3137EAAE5	14516	010	FAC	5,000,000.00	4,999,878.56	4,999,886.13	01/17/2020	1.500	1.475	6,250.00	14.23	6,264.23
3134G7S77	14358	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	10/29/2020	2.000	1.962	8,333.33	0.00	8,333.33
3135G0S46	14515	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	01/27/2020	1.650	1.619	6,875.00	0.00	6,875.00
3135G0T29	14522	010	FAC	10,000,000.00	9,988,688.73	9,989,296.86	02/28/2020	1.500	1.608	12,500.00	1,142.56	13,642.56
3135G0S46	14514	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	01/27/2020	1.650	1.619	6,875.00	0.00	6,875.00
3136G4LP6	14518	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	08/28/2020	1.800	1.766	7,500.00	0.00	7,500.00
3135G0T29	14521	010	FAC	3,500,000.00	3,500,000.00	3,500,000.00	02/28/2020	1.500	1.472	4,375.00	0.00	4,375.00
672319CA6	14282	010	MUN	5,000,000.00	5,000,000.00	5,000,000.00	12/15/2019	3.267	3.206	13,612.50	0.00	13,612.50
037833AK6	14536	010	MTN	5,000,000.00	4,848,157.79	4,849,839.18	05/03/2023	2.400	3.195	10,000.00	3,158.99	13,158.99
254673RD0	14539	010	SCD	250,000.00	250,000.00	250,000.00	07/05/2023	3.300	3.300	700.68	0.00	700.68
06406HBY4	14538	010	MC3	3,542,000.00	3,580,277.11	3,579,568.06	09/23/2021	3.550	3.008	10,478.42	-1,332.15	9,146.27
06406FAB9	14541	010	MC3	1,458,000.00	1,429,893.98	1,430,515.57	05/03/2021	2.050	3.011	2,490.75	1,167.84	3,658.59

Pooled Investment - Long Term
Interest Earnings
May 1, 2019 - May 31, 2019

Exhibit 2-B.2

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Annualized Rate	Annualized Yield	Adjusted Interest Earnings			
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings	
Fund: Pooled Investment - Long Term													
795450T47	14540	010	SCD	250,000.00	250,000.00	250,000.00	07/03/2023	3.300	3.300	700.68	0.00	700.68	
084670BJ6	14542	010	MTN	5,000,000.00	4,973,738.50	4,974,046.84	02/11/2023	3.000	3.096	12,500.00	579.30	13,079.30	
31422BAR1	14553	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	12/27/2023	3.230	3.169	13,458.33	0.00	13,458.33	
3132X02G5	14537	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	06/21/2023	3.270	3.208	13,625.00	0.00	13,625.00	
3132X04Z1	14544	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	08/15/2023	3.250	3.189	13,541.67	0.00	13,541.67	
589331AT4	14545	010	MTN	5,000,000.00	4,900,741.40	4,902,046.95	09/15/2022	2.400	2.991	10,000.00	2,452.85	12,452.85	
68389XAS4	14548	010	MTN	5,000,000.00	5,043,381.44	5,042,923.91	07/15/2023	3.625	3.326	15,104.17	-859.61	14,244.56	
24422EUM9	14554	010	MTN	5,000,000.00	5,071,309.25	5,070,598.04	10/12/2023	3.650	3.221	15,208.33	-1,336.21	13,872.12	
540424AQ1	14555	010	MTN	5,000,000.00	4,864,643.58	4,866,130.06	05/15/2023	2.625	3.322	10,937.50	2,792.78	13,730.28	
693475AV7	14557	010	MC3	5,000,000.00	5,027,702.30	5,027,442.41	01/23/2024	3.500	3.301	14,583.33	-488.29	14,095.04	
13063DGB8	14559	010	MUN	5,000,000.00	5,086,857.62	5,086,206.49	04/01/2025	3.375	2.972	14,062.50	-1,223.34	12,839.16	
49327M2X1	14560	010	MTN	5,000,000.00	5,026,067.70	5,025,647.25	02/01/2022	3.300	3.036	13,750.00	-789.93	12,960.07	
05531FBF9	14561	010	MC3	5,000,000.00	5,156,943.06	5,155,428.85	12/06/2023	3.750	2.919	15,625.00	-2,844.89	12,780.11	
91159HHU7	14562	010	MC3	5,000,000.00	5,276,790.58	5,274,914.64	11/17/2025	3.950	2.887	16,458.33	-3,524.50	12,933.83	
20030NBNO	14563	010	MTN	5,000,000.00	5,077,912.99	5,077,363.47	08/15/2025	3.375	3.022	14,062.50	-1,032.42	13,030.08	
747525AT0	14564	010	MTN	5,000,000.00	4,965,062.70	4,965,369.39	05/20/2024	2.900	3.002	12,083.33	576.21	12,659.54	
751212AC5	14566	010	MC3	5,000,000.00	5,182,179.43	5,180,911.34	09/15/2025	3.750	-0.541	0.00	-2,382.47	-2,382.47	
375558BF9	14570	010	MTN	5,000,000.00	0.00	1,498,329.51	03/01/2026	3.650	2.771	4,055.56	-529.08	3,526.48	
			Subtotal	279,243,500.00	299,743,018.29	281,239,301.63				2.271	546,794.24	-4,373.37	542,420.87
			Total	279,243,500.00	299,743,018.29	281,239,301.63				2.271	546,794.24	-4,373.37	542,420.87



**Pooled Investment - Long Term
Interest Earnings
Sorted by Fund - Fund
April 1, 2019 - April 30, 2019
Yield on Average Book Value**

Exhibit 2-B.3

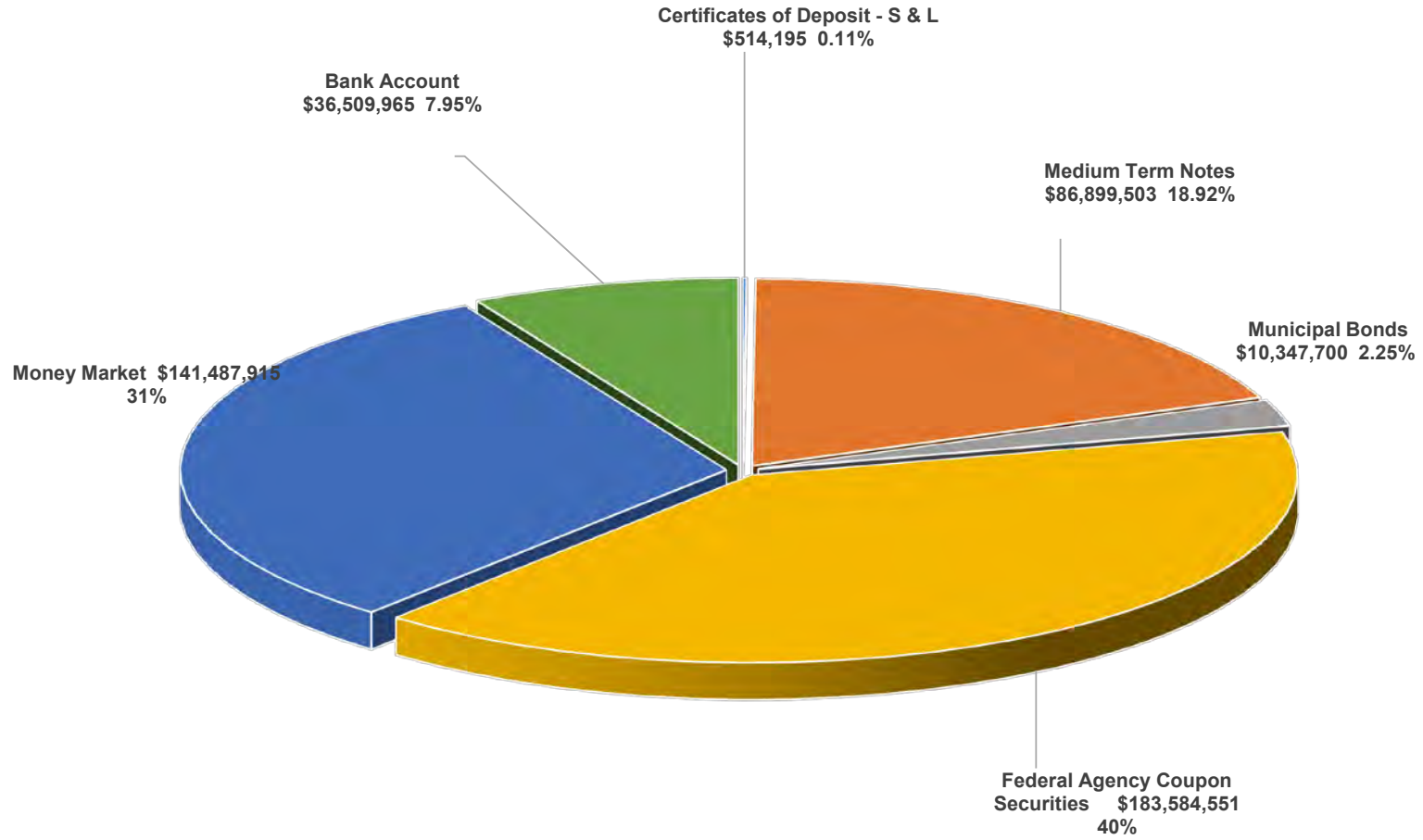
CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Annualized Rate	Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Pooled Investment - Long Term												
3130AFKR7	14550	010	MC4	5,000,000.00	5,000,000.00	5,000,000.00	12/28/2023	3.100	3.143	12,916.67	0.00	12,916.67
3130ADUB6	14533 T1	010	FAC	21,000,000.00	21,000,000.00	21,000,000.00	12/19/2019	2.320	2.352	40,600.00	0.00	40,600.00
3130AAJZ2	14513	010	MC5	3,742,500.00	3,742,500.00	3,742,500.00	04/27/2020	1.750	1.774	5,457.81	0.00	5,457.81
3130A9YW5	14512	010	MC5	5,000,000.00	4,999,786.11	4,999,800.46	11/22/2019	1.190	1.213	4,958.33	27.78	4,986.11
3130AAS82	14519	010	FAC	10,000,000.00	9,999,420.70	9,999,450.14	02/06/2020	1.550	1.579	12,916.67	56.98	12,973.65
3130ABTD8	14526	010	FAC	15,000,000.00	15,000,000.00	15,000,000.00	10/18/2019	1.450	1.470	18,125.00	0.00	18,125.00
3130ADKF8	14529	010	FAC	15,000,000.00	15,000,000.00	15,000,000.00	01/30/2020	2.100	2.129	26,250.00	0.00	26,250.00
3133EHBA0	14520	010	FAC	6,500,000.00	6,500,000.00	6,500,000.00	03/02/2020	1.520	1.541	8,233.33	0.00	8,233.33
3133EG7F6	14517	010	FAC	5,000,000.00	5,000,000.00	5,000,000.00	02/16/2021	1.750	1.774	7,291.67	0.00	7,291.67
3133EKJB3	14565	010	MC5	5,000,000.00	0.00	1,333,333.33	07/23/2025	3.040	3.082	3,377.78	0.00	3,377.78
3133EGD77	14509	010	MC5	10,000,000.00	10,000,000.00	10,000,000.00	05/03/2019	1.120	1.136	9,333.33	0.00	9,333.33
3133EHQB2	14527	010	FAC	9,001,000.00	9,001,000.00	9,001,000.00	07/06/2020	1.550	1.572	11,626.29	0.00	11,626.29
3133EJKC2	14535	010	MC5	20,000,000.00	20,000,000.00	20,000,000.00	04/09/2021	2.670	2.707	44,500.00	0.00	44,500.00
3133EJAD1	14528	010	FAC	10,000,000.00	10,000,000.00	10,000,000.00	12/23/2020	2.150	2.180	17,916.67	0.00	17,916.67
3133EGD77	14507	010	MC5	10,000,000.00	10,000,000.00	10,000,000.00	05/03/2019	1.120	1.136	9,333.33	0.00	9,333.33
3133EGAW5	14504	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	08/19/2019	1.250	1.267	5,208.33	0.00	5,208.33
3133EF4C8	14503	010	MC5	0.00	5,000,000.00	4,000,000.00	04/25/2019	1.190	1.207	3,966.67	0.00	3,966.67
3134GSVB8	14547	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	09/13/2023	3.250	3.295	13,541.67	0.00	13,541.67
3134G9MA2	14505	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	05/24/2019	1.125	1.141	4,687.54	0.00	4,687.54
3137EAE5	14516	010	FAC	5,000,000.00	4,999,864.33	4,999,871.68	01/17/2020	1.500	1.524	6,250.00	14.23	6,264.23
3134G7S77	14358	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	10/29/2020	2.000	1.555	6,388.89	0.00	6,388.89
3135G0S46	14515	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	01/27/2020	1.650	1.673	6,875.00	0.00	6,875.00
3135G0T29	14522	010	FAC	10,000,000.00	9,987,546.18	9,988,136.50	02/28/2020	1.500	1.662	12,500.00	1,142.55	13,642.55
3135G0S46	14514	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	01/27/2020	1.650	1.673	6,875.00	0.00	6,875.00
3136G4LP6	14518	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	08/28/2020	1.800	1.825	7,500.00	0.00	7,500.00
3135G0T29	14521	010	FAC	3,500,000.00	3,500,000.00	3,500,000.00	02/28/2020	1.500	1.521	4,375.00	0.00	4,375.00
672319CA6	14282	010	MUN	5,000,000.00	5,000,000.00	5,000,000.00	12/15/2019	3.267	3.312	13,612.50	0.00	13,612.50
037833AK6	14536	010	MTN	5,000,000.00	4,844,998.79	4,846,630.94	05/03/2023	2.400	3.303	10,000.00	3,159.00	13,159.00
254673RD0	14539	010	SCD	250,000.00	250,000.00	250,000.00	07/05/2023	3.300	3.300	678.08	0.00	678.08
06406HBY4	14538	010	MC3	3,542,000.00	3,581,609.26	3,580,920.98	09/23/2021	3.550	3.108	10,478.42	-1,332.15	9,146.27

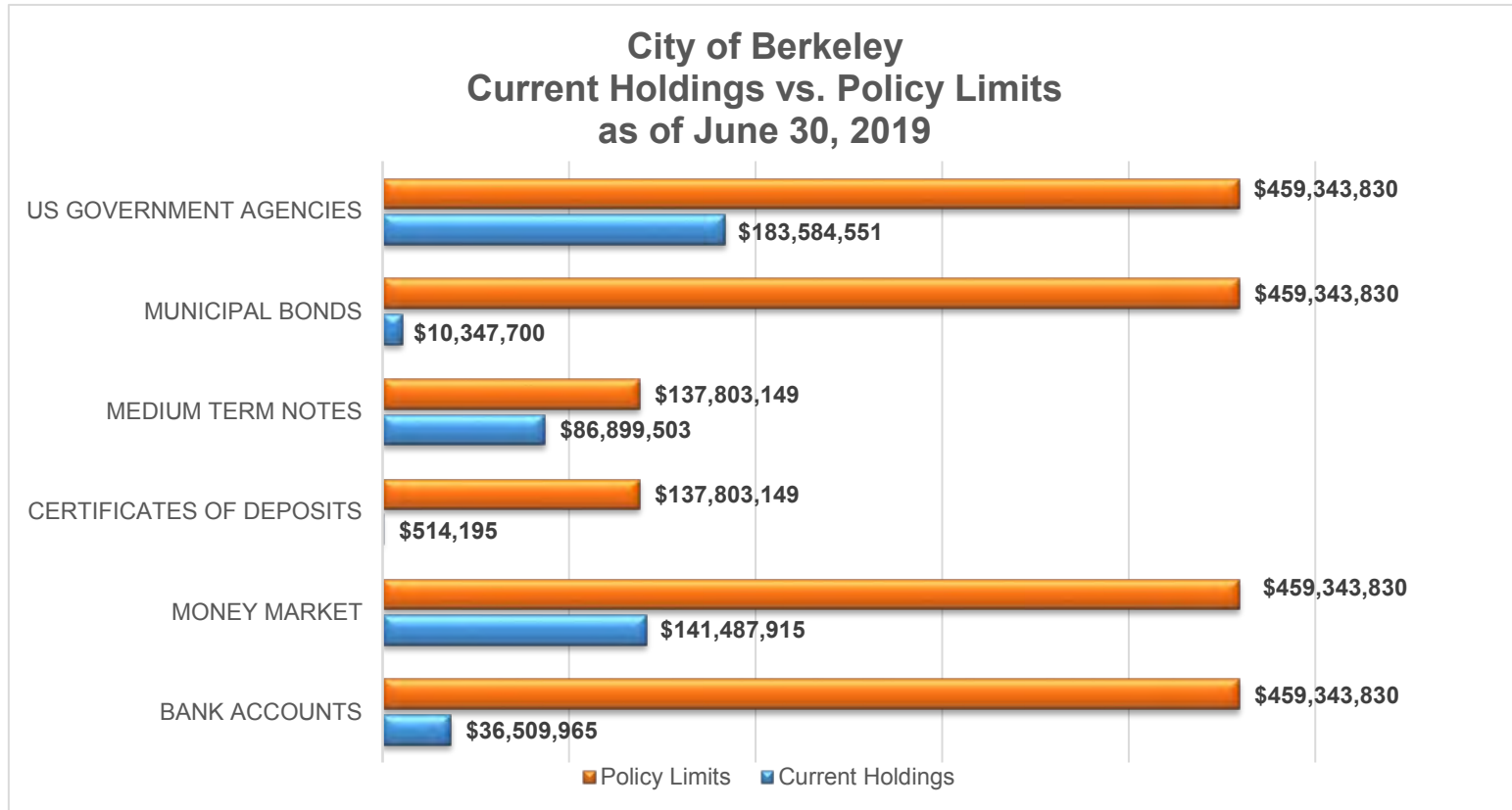
Pooled Investment - Long Term
Interest Earnings
April 1, 2019 - April 30, 2019

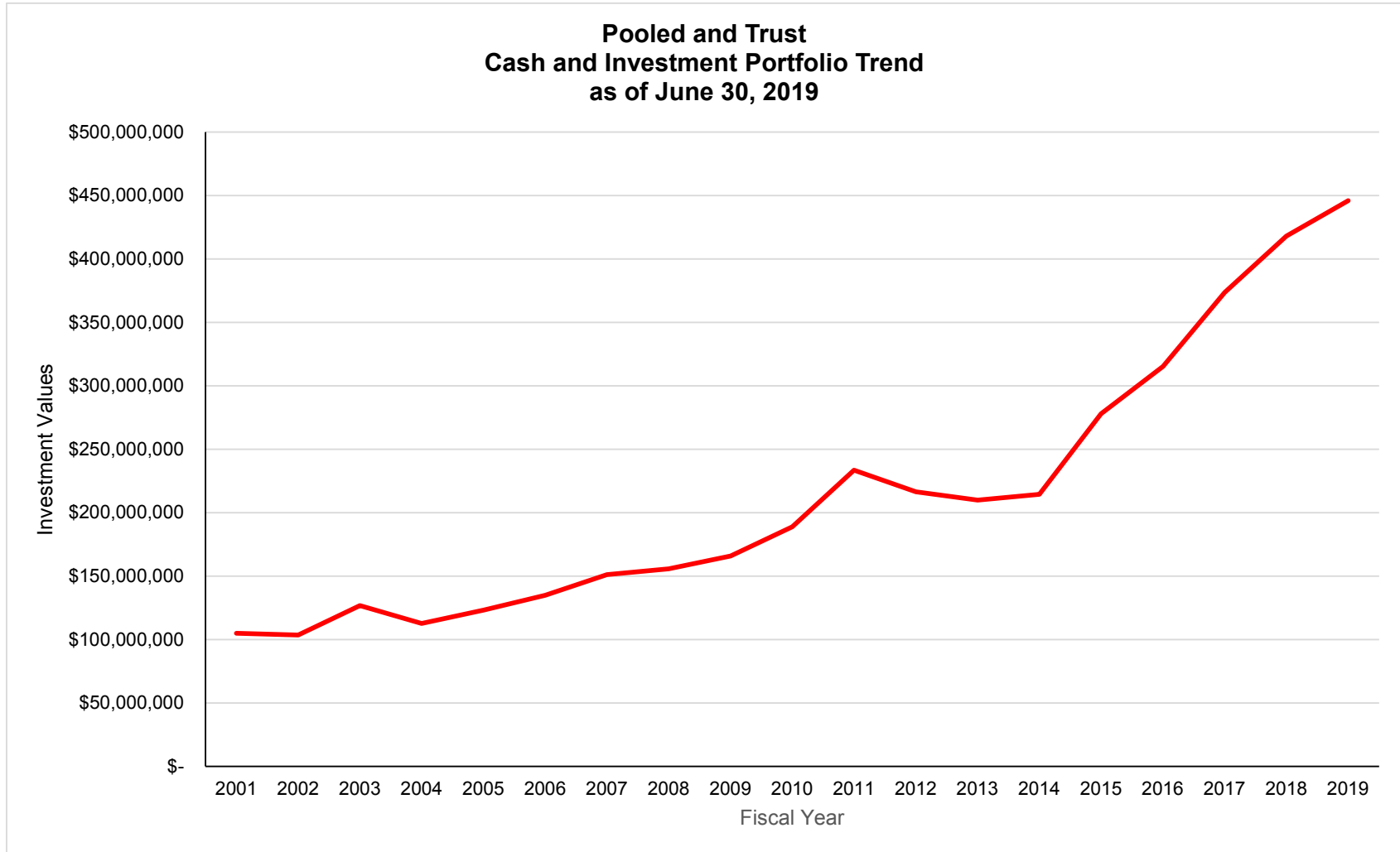
Exhibit 2-B.3

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Annualized Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Pooled Investment - Long Term												
06406FAB9	14541	010	MC3	1,458,000.00	1,428,726.14	1,429,329.53	05/03/2021	2.050	3.114	2,490.75	1,167.84	3,658.59
795450T47	14540	010	SCD	250,000.00	250,000.00	250,000.00	07/03/2023	3.300	3.300	678.08	0.00	678.08
084670BJ6	14542	010	MTN	5,000,000.00	4,973,159.20	4,973,458.51	02/11/2023	3.000	3.200	12,500.00	579.30	13,079.30
31422BAR1	14553	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	12/27/2023	3.230	3.275	13,458.33	0.00	13,458.33
3132X02G5	14537	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	06/21/2023	3.270	3.315	13,625.00	0.00	13,625.00
3132X04Z1	14544	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	08/15/2023	3.250	3.295	13,541.67	0.00	13,541.67
589331AT4	14545	010	MTN	5,000,000.00	4,898,288.55	4,899,555.85	09/15/2022	2.400	3.092	10,000.00	2,452.85	12,452.85
68389XAS4	14548	010	MTN	5,000,000.00	5,044,241.04	5,043,796.91	07/15/2023	3.625	3.436	15,104.17	-859.60	14,244.57
24422EUM9	14554	010	MTN	5,000,000.00	5,072,645.46	5,071,955.09	10/12/2023	3.650	3.328	15,208.33	-1,336.21	13,872.12
540424AQ1	14555	010	MTN	5,000,000.00	4,861,850.81	4,863,293.74	05/15/2023	2.625	3.435	10,937.50	2,792.77	13,730.27
693475AV7	14557	010	MC3	5,000,000.00	5,028,190.59	5,027,938.31	01/23/2024	3.500	3.411	14,583.33	-488.29	14,095.04
13063DGB8	14559	010	MUN	5,000,000.00	5,088,080.97	5,087,448.91	04/01/2025	3.375	3.070	14,062.50	-1,223.35	12,839.15
49327M2X1	14560	010	MTN	5,000,000.00	5,026,857.63	5,026,449.50	02/01/2022	3.300	3.137	13,750.00	-789.93	12,960.07
05531FBF9	14561	010	MC3	5,000,000.00	5,159,787.95	5,158,318.09	12/06/2023	3.750	3.014	15,625.00	-2,844.89	12,780.11
91159HHU7	14562	010	MC3	5,000,000.00	0.00	4,926,484.83	11/17/2025	3.950	2.981	15,361.11	-3,289.53	12,071.58
20030NBN0	14563	010	MTN	5,000,000.00	0.00	4,570,524.33	08/15/2025	3.375	3.122	12,656.25	-929.17	11,727.08
747525AT0	14564	010	MTN	5,000,000.00	0.00	2,647,956.61	05/20/2024	2.900	3.102	6,444.44	307.31	6,751.75
751212AC5	14566	010	MC3	5,000,000.00	0.00	345,481.28	09/15/2025	3.750	-81.264	-22,916.67	-158.83	-23,075.50
			Subtotal	299,243,500.00	279,238,553.71	292,063,635.52			2.172	522,883.77	-1,551.34	521,332.43
			Total	299,243,500.00	279,238,553.71	292,063,635.52			2.172	522,883.77	-1,551.34	521,332.43

Pooled Cash and Investments
(Market Value)
as of June 30, 2019









**Summary of Pooled Cash and Investments - Trust Funds
(Market Value)
As of June 30, 2019**

	<u>Pooled Cash</u>	<u>Investments (Book Value)</u>	<u>Gain/Loss on Investments</u>	<u>Pooled Cash & Investments (Market Value)</u>
Retiree Medical Trust Fund				
Fund No.				
941 BHA	\$ 74,783	\$ 310,416	\$ 9,577	\$ 394,776
942 M1=IBEW	2,895	168,656	8,721	180,272
943 M2=Local 1	1,173,515	6,858,124	364,214	8,395,854
944 MUI=Z1	151,198	1,729,584	103,057	1,983,840
945 MUI=Z2 to Z6	255,624	2,269,215	125,030	2,649,869
946 M535= Local 535	839,257	7,253,653	427,233	8,520,143
947 M3=Local 790	550,171	5,130,525	216,742	5,897,437
Total Retiree Medical Trust Fund	3,047,443	23,720,172	1,254,575	28,022,192
Fire Medical Trust Fund				
949 Fire Medical Trust Fund	215,402	10,731,801	310,295	11,257,497
Total Fire Medical Trust Fund	215,402	10,731,801	310,295	11,257,497
Police Medical Trust Fund				
903 Police EE Retiree HLT Assistance Plan	54,478	2,025,186	367,989.89	2,079,664
905 Safety Members Pension Fund	33,289	-	-	33,289
950 Police Medical Trust Fund	-	5,808,563	(185,858.14)	5,622,705
Total Police Medical Trust Fund	87,767	7,833,749	182,132	8,103,648
Total Trust Funds	\$ 3,350,612	\$ 42,285,723	\$ 1,747,002	\$ 47,383,337



Retiree Medical Trust Fund
Fund 941 - 947
Interest Earnings
April 1 to June 30, 2019

Investments June 30, 2019									Interest Earnings April 1 to June 30, 2019				
CUSIP	Investment #	Issuer	Par Value	Beginning Book Value	Ending Book Value	Market Value	Maturity Date	Moody's Rating	Current Rate	Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Medium Term Notes													
06744CUS8	14530	Barclays Bank PLC	6,000,000.00	6,000,000.00	6,000,000.00	6,003,540.00	02/08/2028	A2	3.125	3.134	46,875.00	-	46,875.00
61747WAF6	14224	Morgan Stanley	1,666,666.67	1,684,582.98	1,682,117.44	1,750,550.00	01/25/2021	A3	5.750	5.121	23,958.34	(2,465.55)	21,492.79
Federal Agency Coupon Securities													
3133EFQT7	14361	Fed Farm Credit Bank	2,600,000.00	2,612,096.86	2,611,642.09	2,690,272.00	11/25/2025	AAA	2.700	2.625	17,550.00	(454.77)	17,095.23
Federal Agency Continuously Callable													
3130HOCE1	14567	Farmer Mac	3,556,000.00	3,556,000.00	3,556,000.00	3,570,970.76	05/01/2029	N/A	3.400	3.390	19,814.82	-	19,814.82
3134GAWD2	14510	Fed Home Loan Mortgage Corp	1,500,000.00	1,500,000.00	1,500,000.00	1,495,200.00	11/27/2019	AAA	1.300	1.304	4,875.00	-	4,875.00
Municipal Bonds													
672319CC2	14283	OAKGEN	2,750,000.00	2,736,444.81	2,737,697.34	2,852,465.00	12/15/2021	AA3	3.800	4.012	26,125.00	1,252.53	27,377.53
786091AG3	14316	SACGEN	5,000,000.00	5,342,224.41	5,328,715.55	6,307,750.00	08/01/2025	A3	7.250	5.797	90,625.00	(13,508.86)	77,116.14
Savo Island Loan													
SYS10988	10988	EMPMED	304,000.00	336,000.00	304,000.00	304,000.00	09/01/2025	N/A	8.000	8.000	6,063.35	-	6,063.35
Total			\$ 23,376,666.67	\$ 23,767,349.06	\$ 23,720,172.42	\$ 24,974,747.76				3.932	\$ 235,886.51	\$ (15,176.65)	\$ 220,709.86

Total Investments (Book Value)	\$ 23,720,172.42
Gain/Loss on Investments	<u>1,254,575.34</u>
Total Investments (Market Value)	24,974,747.76
Temporarily Invested with Pooled Cash & Investments	<u>3,047,443.48</u>
Total Pooled Cash and Investments	<u>\$ 28,022,191.24</u>



**Fire Retiree Medical
Fund 949
Interest Earnings
April 1 to June 30, 2019**

Investments June 30, 2019									Interest Earnings April 1 to June 30, 2019					
CUSIP	Investment #	Issuer	Par Value	Beginning Book Value	Ending Book Value	Market Value	Maturity Date	Credit Rating	Current Rate	Annualized Yield	Adjusted Interest Earnings			
											Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings	
Medium Term Notes														
06744CUS8	14531	Barclays Bank PLC	2,000,000.00	2,000,000.00	2,000,000.00	2,001,180.00	02/18/2028	A2	3.125	3.134	15,625.00	-	15,625.00	
6174467X1	14318	Morgan Stanley DW DTC#0015	2,000,000.00	2,051,314.64	2,049,384.71	2,214,160.00	11/24/2025	BAA2	5.000	4.513	25,000.00	(1,929.93)	23,070.07	
61747WAF6	14225	Morgan Stanley	1,666,666.67	1,684,582.98	1,682,117.44	1,750,550.00	01/25/2021	A3	5.750	5.121	23,958.33	(2,465.54)	21,492.79	
Federal Agency Coupon Securities														
3133EFQT7	14362	Fed Farm Credit Bank	2,300,000.00	2,310,701.07	2,310,298.78	2,379,856.00	11/25/2025	AAA	2.700	2.625	15,525.00	(402.29)	15,122.71	
Federal Agency Continuously Callable														
3130H0CE1	14568	Farmer Mac	2,190,000.00	2,190,000.00	2,190,000.00	2,199,219.90	05/01/2029	N/A	3.400	3.390	12,203.17	-	12,203.17	
3130A9WA5	14508	Federal Home Loan Bank	500,000.00	500,000.00	500,000.00	497,130.00	04/27/2020	AAA	1.300	1.304	1,625.00	-	1,625.00	
Total			<u>\$ 10,656,666.67</u>	<u>\$ 10,736,598.69</u>	<u>\$ 10,731,800.93</u>	<u>\$ 11,042,095.90</u>					<u>3.580</u>	<u>\$ 93,936.50</u>	<u>\$ (4,797.76)</u>	<u>\$ 89,138.74</u>

Total Investments (Book Value)	\$ 10,731,800.93
Gain/Loss on Investments	<u>310,294.97</u>
Total Investments (Market Value)	11,042,095.90
Temporarily Invested with Pooled Cash & Investments	<u>215,401.53</u>
Total Pooled Cash and Investments	<u>\$ 11,257,497.43</u>



Police Retiree Medical
Fund 903, 950 and 970
Interest Earnings
April 1 to June 30, 2019

Investments June 30, 2019										Interest Earnings April 1 to June 30, 2019				
CUSIP	Investment #	Issuer	Par Value	Beginning Book Value	Ending Book Value	Market Value	Maturity Date	Credit Rating	Current Rate	Annualized Yield	Adjusted Interest Earnings			
											Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings	
Medium Term Notes														
06744CUS8	14532	Barclays Bank PLC	2,000,000.00	2,000,000.00	2,000,000.00	2,001,180.00	02/08/2028	A2	3.125	3.134	15,625.00	-	15,625.00	
6174467X1	14319	Morgan Stanley DW DTC#0015	500,000.00	512,828.66	512,346.18	553,540.00	11/24/2025	BAA2	5.000	4.513	6,250.00	(482.48)	5,767.52	
61747WAF6	14226	Morgan Stanley	1,666,666.67	1,684,582.98	1,682,117.44	1,750,550.00	01/25/2021	A3	5.750	5.121	23,958.33	(2,465.54)	21,492.79	
Federal Agency Coupon Securities														
3133EFQT7	14363	Fed. Farm Credit Banks Funding	2,300,000.00	2,310,701.07	2,310,298.78	2,379,856.00	11/25/2025	AAA	2.700	2.625	15,525.00	(402.29)	15,122.71	
Federal Agency Continuously Callable														
3130HOCE1	14569	Farmer Mac	829,000.00	829,000.00	829,000.00	832,490.09	05/01/2029	N/A	3.400	3.390	4,619.37	-	4,619.37	
3130A9YW5	14511	Federal Home Loan Banks	500,000.00	499,978.61	499,986.94	498,265.00	11/22/2019	AAA	1.190	1.200	1,487.50	8.33	1,495.83	
Total			\$ 7,795,666.67	\$ 7,837,091.32	\$ 7,833,749.34	\$ 8,015,881.09					3.405	\$ 67,465.20	\$ (3,341.98)	\$ 64,123.22

Total Investments (Book Value)	\$ 7,833,749.34
Gain/Loss on Investments	182,131.75
Total Investments (Market Value)	8,015,881.09
Temporarily Invested with Pooled Cash & Investments	87,766.91
Total Pooled Cash and Investments	\$ 8,103,648.00



Finance Department
Office of the Director

April 27, 2020

To: Budget and Finance Committee
From: Henry Oyekanmi, Director, Finance

Request from the Budget and Finance Committee that the below information be attached to the Investment Reports for FY2019 Fourth Quarter ended June 30, 2019 and for FY2020 First Quarter ended September 30, 2019

From: Oyekanmi, Henry
Sent: Tuesday, March 10, 2020 3:03 PM
To: Droste, Lori <ldroste@cityofberkeley.info>
Cc: Williams-Ridley, Dee <DWilliams-Ridley@cityofberkeley.info>
Subject: FW: Request

Hi CM Droste-please see my responses in red. Thank you

From: Droste, Lori
Sent: Tuesday, March 03, 2020 3:10 PM
To: Oyekanmi, Henry <HOyekanmi@cityofberkeley.info>; Williams-Ridley, Dee <DWilliams-Ridley@cityofberkeley.info>
Subject: Fwd: Request

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From: Gordon Wozniak <gordonwozniak@gmail.com>
Sent: Tuesday, March 3, 2020 2:31:00 PM
To: Droste, Lori <ldroste@cityofberkeley.info>; Harrison, Kate <KHarrison@cityofberkeley.info>
Subject: Request

Dear Lori and Kate,
I'm writing to you in your capacity as Chairs of the Budget & Finance Policy and the Facilities, Infrastructure, Transportation, Environment & Sustainability Policy Committees.

I would like to bring to your attention Items 29 & 30 on the [Information Calendar](#) for the March 10, 2020 City Council meeting. See Fig. 1 below attachment.

First - Over the last two decades, the value of the Investment Portfolio has increased from ~\$100 Million to \$450 Million.

Currently, Investment Portfolio is twice the size of the City's annual General Fund Budget (~\$200 M/yr) and comparable to the City's Total Annual budget of ~\$450 M/yr.

and yet the Council does not regularly review this very large pot of money is used or even came into being.

First of all, it is not appropriate to take one asset type (or even all the assets) on the Balance Sheet and assume that there is a "very large pot of money" without considering the liabilities reported in each of the funds and the large liabilities (i.e. pension liabilities and OPEB liabilities) that GASB does not allow to be reflected on governmental fund Balance Sheets. If one wants to get a picture of money available (or not available) in the City, the Government-wide Statement of Net Position would be a better place to look because it considers all the assets (including infrastructure that cannot be converted to cash/investments) and all of the liabilities, including pension and OPEB liabilities. That said, following is a table that summarizes the increase in the cash/investments balances from FY 2008 to FY2019, by major fund/fund type:

Cash and Investment Balances Reported in CAFR- FY 2008 vs FY

2019

	June 30, 2008	June 30, 2019	Increase	Comments
General Fund	\$62,483,357	\$107,359,937	\$44,876,580	TRAN=\$14,418,833; Stabilization Reserve Fund=\$20,022,922; Catastrophic Reserve Fund=\$16,622,481. Total =\$51,064,236
Grant Funds	6,717,731	23,924,312	17,206,581	
Library Fund	2,896,462	12,650,407	9,753,945	
Capital Improvement Fund	8,042,560	11,733,511	3,690,951	
Other Special Revenue Funds	17,995,092	89,611,935	71,616,843	
Other Capital Project Funds	12,355,124	35,454,624	23,099,500	
Debt Service Funds	5,706,481	11,526,275	5,819,794	
Total Governmental Funds	116,196,807	292,261,001	176,064,194	
Enterprise Funds		81,956,522	42,199,175	

	39,757,347			
Internal Service Funds	19,594,626	61,813,068	42,218,442	
Total Proprietary Funds	59,351,973	143,769,590	84,417,617	
Total Excluding Trust Funds and Rent Board	\$ 175,548,780	\$436,030,591	\$260,481,811	

As you can see, the overwhelming majority of the increase came from funds other than the General Fund or the Capital Improvement Fund. Furthermore, the amounts set aside to pay TRAN (\$14,418,833), the amount in the Stabilization Reserve Fund (\$20,022,922), and the amount in the Catastrophic Reserve Fund (\$16,622,481), or a total of \$51,064,236 is greater than the \$44,876,580 increase in the General Fund increase in cash/investments since FY 2008.

The difference between the cash/investments total above at June 30, 2019 (\$436,030,591) and the cash/investments on the quarterly investment report for the same date is the balance for the Rent Board and trust and agency funds other than the Retiree Medical Trust Funds (Miscellaneous, Police and Fire) that are separately shown in the quarterly investment reports.

Second, In FY2018, the Investment Portfolio generated Investment earnings of \$3,563,720, whereas in FY2019, it generated earnings of \$12,452,394. See Fig. 3 It would be interesting for the Council to understand why the Investment earning increased by almost a factor of four in a single year. Was it due to the recent changes in the City's Investment Policy and could further changes lead to even increased returns? Or is there some other explanation.

First of all, Investment Income is not the same as Interest Income. Investment Income includes (1) Interest Income received in cash; (2) + or – the increase in accrued Interest Receivable collected on or before August 31st; and (3) + or- the increase in the fair value of the investments. The Investment Income for FY 2018 and FY 2019 are calculated below. The FY 2019 total should have been \$12,912,033 as \$459,638 of Interest Income was incorrectly classified as Rental Income

	Cash Interest Income	Accrued Int. Receivable	Change in Invest. Value	
Investment Income				
FY 2018	\$4,936,358	\$1,108,794	(\$2,478,432)	\$3,563,720
FY 2019	7,926,499	(21,743)	5,007,277	12,912,033

The Interest Income portion in FY 2019 (\$7,926,499) actually increased approximately 61% from that of FY 2018 (\$4,936,358), and that was due to a significant increase in the City's long-term and short-term interest rates as summarized below:

Monthly Interest Rates on Long-Term Portion of Portfolio-FY 2018

July 2017	August 2017	September 2017	October 2017	November 2017	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018
1.229%	1.328%	1.251%	1.188%	1.223%	1.086%	1.286%	1.477%	1.41%	1.583%	1.567%	1.6

Monthly Interest Rates on Long-Term Portion of Portfolio-FY 2019

July 2018	August 2018	September 2018	October 2018	November 2018	December 2018	January 2019	February 2019	March 2019	April 2019	May 2019	June 2019
1.781%	1.856%	1.972%	1.952%	2.058%	2.005%	2.144%	2.311%	2.129%	2.172%	2.271%	2.311%

Monthly Interest Rates on Fidelity Overnight Portion of Portfolio-FY 2018

July 2017	August 2017	September 2017	October 2017	November 2017	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018
.9035%	.9419%	.9311%	.9764%	.9789%	1.1918%	1.2573%	1.3028%	1.4216%	1.5637%	1.6962%

Monthly Interest Rates on Fidelity Overnight Portion of Portfolio-FY 2019

July 2018	August 2018	September 2018	October 2018	November 2018	December 2018	January 2019	February 2019	March 2019	April 2019	May 2019
1.8456%	1.8726%	1.8808%	2.10762%	2.0983%	2.2675%	2.3596%	2.1387%	2.3810%	2.3142%	2.3611%

Third, the Investment Income credited to the General Fund in FY2019 was \$6,914,450, whereas the total Investment Income from All Funds was \$12,452,394. A natural question would be to ask for an annual report to the Council on the disbursement of all of these Investment Returns to individual department budgets.

If you look deeply in the CAFR you will find bits and pieces of where these funds go, but no overall report of the disbursements that a non-CPA could understand.

For example, In FY2019

Measure T1 = \$888,910

Zero Waste = \$838,695

Sanitary Sewer = \$852,581

Clean Water = \$74,186

Permit Center = \$281,203

To increase budget transparency, it would be very helpful to have an annual report to Council on how the Investment Income was distributed and what it was spent on.

Again, you are making the assumption that this is the total amount of Interest Income received in cash by the City during the fiscal year (since the City budgets revenue using the cash basis). It is not. The only amount that can be budgeted is the amount of Interest Income received on the cash basis (in FY 2018 and in FY 2019 shown above). Governmental Accounting Standards Board Statement 31 requires state and local governments to mark-investments-to-market as of the end of the fiscal year. However, since the City holds its investments to maturity, it never actually receives market value for the investments; it only receives the par value or the price paid for the securities.

Fourth, why is the total cash value of the Investment Portfolio (IP) increasing? I believe that City pays out all of the Investment Returns to various accounts, but have never seen this policy in writing. If all returns are paid out, then the only way that the IP can continue to increase if there are new funds coming in.

This would mean that the City is regularly running substantial surpluses and these surpluses are parked in the IP.

I realize that this scenario is contrary to the one regularly put forth by the City Manager that fiscally expenses are outrunning revenues and the City has a structural deficit. This doomsday scenario is contradicted by the recent bond upgrading by [Moody's which stated that for the last five fiscal years, the City General Fund revenues had exceed expenses by an average of 8%](#). If one looks at the audited "actuals" in the City's 2019CAFR, you also see sizable surpluses for ALL Funds as well. See Fig. 3Item 29 is a report on the City's Investment Portfolio for the 4th Quarter of FY19/19 and Item 30 is the same report for the 1st quarter of FY2019/20.

Again, GASB does not allow long-term liabilities such as pension liabilities and OPEB liabilities to be reflected in governmental funds. Any analysis that just looks at governmental funds is ignoring unfunded pension and OPEB liabilities.

These two items contain very important financial information that should be reviewed and discussed by the City Council and not buried on the Information Calendar. Thus, I'm requesting that you pull the items and refer them to your respective Council Committees for review. .

Fiscal Year
2018 2019

Total Revenues

\$406,374,714 \$456,975,008

Total Expenses

\$387,216,873 \$426,981,960

If you would like to discuss this matter further, I'd be happy to meet with you individually or together.



Office of the City Manager

INFORMATION CALENDAR
May 26, 2020

To: Honorable Mayor and Members of the City Council
 From: Dee Williams-Ridley, City Manager
 Submitted by: Henry Oyekanmi, Director, Finance Department
 Subject: FY 2020 First Quarter Investment Report: Ended September 30, 2019

POLICY COMMITTEE RECOMMENDATION

On April 27, 2020, the Budget and Finance Committee adopted the following action: M/S/C (Droste/Arreguin) to move the item with a positive recommendation for Council to receive and file and include the response from Finance Director Oyekanmi to a constituent inquiry. Vote: All Ayes.

SUMMARY

The City's investment policy requires that a quarterly investment report be submitted to the City Council on the status of the investment portfolio. The report includes all investments managed by the City of Berkeley and provides information on the types, values (par, book, and market), term, and yield of each security.

- The return on pooled investments for the quarter ended September 30, 2019 was 2.30% equal the 2.30% earned by the State Local Agency Investment Fund (State LAIF), which is the benchmark for investment performance used by the City. The return on pooled investments of 2.30% for the quarter ended September 30, 2019 was 3.0 basis points more than the rate of 2.27% earned in the quarter ended June 30, 2019.
- The average return on all Retiree Medical Trust Fund investments was 3.588% for the quarter ended September 30, 2019.

CURRENT SITUATION AND ITS EFFECTS

Attached is a summary of quarterly reports for fiscal year 2020 First quarter ending September 30, 2019 representing the status of the City's investment portfolio. The report includes all investments managed by the City of Berkeley and provides information on the values (par, book, and market), term, and yield of each security.

Summary information by type of security and detailed information on each security is provided on Exhibit 2-A. An evaluation of portfolio performance for this accounting period compared to the previous three accounting periods is also included in Attachment 1.

A. Portfolio Results

As a result of the differences in the investment policies of different cities, including responsible investing policies, maturity restrictions, investment restrictions, etc., it was difficult for the City of Berkeley to come up with a reasonable performance measure for pooled cash investments. In order to provide some measure of the relative performance of the City's investment returns, many years ago the City established the State Local Agency Investment Fund (LAIF) as the performance measure to be reported in the quarterly investment reports, since many local governments invested significant portions of their investment portfolios in LAIF.

LAIF was intended to be a reference point to compare the City's investment performance against, rather than a true performance measure, since most cities typically earn a yield higher than LAIF during normal interest rate environments, and because LAIF's average maturity of its investments is generally shorter than most cities. As a result, past City Councilmembers requested that information about the rates earned by other California cities be included in the quarterly investment reports for comparison purposes, despite the differences in the investment policies of the various cities.

At the present time, the interest rate environment is far from being normal. On September 18, 2019, the Federal Funds rate range, which is the most important measure of short-term interest rates, was lowered to 1.75%-2%, which was moderately higher than the 2-year Treasury (1.77%), the 5-year Treasury (1.68%), the 10-year Treasury (1.80%), and nearly as high as the 30-year Treasury (2.25%). This environment is highly unusual, and currently results in portfolios with shorter average maturities outperforming portfolios with long-term maturities, which is the opposite of performances in a normal interest rate environment (i.e., the longer the maturity, the higher the rate would be).

1. Liquidity of Portfolio:

The average investment in the pooled portfolio matured in 750 days as of September 30, 2019. This is 165 days less than the 915 maturity days of as of June 30, 2019.

2. Comparison of Results to Performance Measures – Pooled investments: Quarter Ended September 30, 2019

The City's yield on investments for the quarter ended September 30, 2019 was 2.30%, an increase of 3.0 basis points (.030%) from the 2.27% earned during the quarter ended June 30, 2019. The average yield on a 90-day Treasury bill at the end of the quarter ended September 30, 2019 was 1.807%, a decrease of 28.0 basis points (.280%) from the 2.087% at the end of the previous quarter.

As summarized in Table 1, staff's overall results equaled the performance measure for the quarter. Staff's performance was under the performance measure in July by 11.7 basis points (-.117%); under the performance measure in August by 2.5 basis points (-.025%); and, was over the performance measure in September by 2.7 basis points (+027%). The performance measure for the return on investments is compared to the rate of return of the State LAIF.

Table 1

For Quarter Ending September 30, 2019			
Period	City	State LAIF	Difference
July-19	2.262%	2.379%	-0.117%
August-19	2.316%	2.341%	-0.025%
September-19	2.307%	2.28%	0.027%
July-September 19	2.30%	2.30%	0.000%

3. Investment Results-Retiree Health Insurance Funds:

Average interest rates earned on the retiree health insurance trust funds for the quarter ended September 30, 2019 compared to the quarter ended June 30, 2019, were as follows:

Table 2

EARNED INTEREST RATES		
For Quarter Ended 9/30/2019 Compared To 6/30/2019		
Trust Fund	1st Qtr 09/30/19	4th Qtr 6/30/19
Retiree Medical Trust Fund (Misc Employees)	3.863%	3.932%
Fire Retiree Medical Trust Fund	3.532%	3.580%
Police Retiree Medical Trust Fund	3.863%	3.405%

The rates earned on these plans will continue to drop slightly over the next few quarters as staff reinvests the proceeds of maturing securities at lower rates.

Details related to retiree health trust fund investments are in Attachment 3, Exhibits 3-A, 3-B, and 3-C of this report.

B. Discussion of Interest Rate Environment and Outlook

On September 18, 2019 the Federal Open Market Committee issued its statement on the economy and interest rates:

Information received since the Federal Open Market Committee met in July indicates that the labor market remains strong and that economic activity has been rising at a moderate rate. Job gains have been solid, on average, in recent months, and the unemployment rate has remained low. Although household spending has been rising at a strong pace, business fixed investment and exports have weakened. On a 12-month basis, overall inflation and inflation for items other than food and energy are running below 2 percent. Market-based measures of inflation compensation remain low; and survey-based measures of longer-term inflation expectations are little changed.

Consistent with its statutory mandate, the Committee seeks to foster maximum employment and price stability.

The Committee continues to view sustained expansion of economic activity, strong labor market conditions, and inflation near the Committee's symmetric 2 percent objective as the most likely outcomes, but uncertainties about this outlook remain. As the Committee contemplates the future path of the target range for the federal funds rate, it will continue to monitor the implications of incoming information for the economic outlook and will act as appropriate to sustain the expansion, with a strong labor market and inflation near its symmetric 2 percent objective.

Yield Trend

In light of the implications of global developments for the economic outlook as well as muted inflation pressures, the Committee decided to lower the target range for the federal funds rate to 1-3/4 to 2 percent.

In determining the timing and size of future adjustments to the target range for the federal funds rate, the Committee will assess realized and expected economic conditions relative to its maximum employment objective and its symmetric 2 percent inflation objective. This assessment will take into account a wide range of information, including measures of labor market conditions, indicators of inflation pressures and inflation expectations, and readings on financial and international developments.

In the current interest rate environment, staff expects returns in FY 2020 to be about the same as those returns earned in FY 2019. Also, the City's rate earned is expected to be about the same as the City's benchmark (State LAIF) and the City's return to be comparable to rates earned by most other cities in California. A sample of rates earned by Northern and Southern California cities is reflected in table 3 below (previously only Northern California cities were included):

Table 3

Other California Cities Earned Interest Rates	
For the Quarter Ending September 30, 2019	
City	Rates Earned
San Diego	2.40%
Palo Alto	2.38%
San Jose	2.36%
Sacramento	2.33%
San Francisco	2.33%
Berkeley	2.30%
Oakland	2.25%
Los Angeles	2.16%
Santa Monica	2.05%
Riverside	2.03%

The City's investment strategy will continue to focus on (1) locking in reasonable rates on long-term investments, when opportunities for attractive rates present themselves and (2) matching of investment maturities to cash flow.

BACKGROUND

- Pooled Investments

Short-term cash is invested primarily in government sponsored enterprises (referred to as Federal Agency) notes and medium-term corporate notes for periods of one to five years. Additional cash is invested in a money market fund or overnight securities to meet the liquidity needs of the City.

In some cases, the City may have investments with a current market value that is greater or less than the recorded cost. These changes in market value are due to fluctuations in the market and have no effect on yield, as the City does not intend to sell securities prior to maturity.

- Retiree Health Trust Fund Investments

The City agreed to provide retiree Health insurance coverage for fire, police and miscellaneous employees under certain terms and conditions. An actuarial study commissioned by the City many years ago determined that, in addition to City Contributions, an average rate of return of 7% on miscellaneous employees trust fund assets invested must be achieved to fund the retiree health benefit at the desired 70% level. Primarily as a result of the Federal Reserve Board's decision to keep short-term rates near zero for the last 12 years, the average rate currently earned is significantly below that 7% level. City Finance Department staff manages these investment portfolios.

ENVIRONMENTAL SUSTAINABILITY

There are no identifiable environmental effects or opportunities associated with the subject of this report.

CONTACT PERSON

Henry Oyekanmi, Director, Finance Department, 981-7326

ATTACHMENTS

1. Portfolio Evaluation FY 2020
2. Investment Report Analysis FY 2020
 - a. Exhibit 2-A: Pooled Cash and Investments
 - b. Exhibit 2-B.1 through 2-B.3: Interest Earnings July 2019 – September 2019
 - c. Exhibit 2-C: Book Value By Investment Type
 - d. Exhibit 2-D: Current Holdings vs. Policy Limits
 - e. Exhibit 2-E: Investment Portfolio Trend
3. Summary of Pooled and Cash Investments FY 2020 –Trust Funds
 - a. Exhibit 3-A: Retiree Medical Trust Funds –Misc.
 - b. Exhibit 3-B: Retiree Medical Trust Funds –Fire
 - c. Exhibit 3-C: Retiree Medical Trust Funds –Police



Portfolio Evaluation
Quarter Ended September 30, 2019

	Quarter Ending							
	September 2019	June 2019	March 2019	December 2018				
Total Portfolio								
Pooled Cash and Investments (COB)	\$ 422,069,258	\$ 459,308,376	\$ 421,335,434	\$ 401,582,141				
Pooled Cash and Investments (Trust)	48,394,215	47,383,337	46,484,598	44,766,863				
Total Cash and Investments	<u>\$ 470,463,473</u>	<u>\$ 506,691,713</u>	<u>\$ 467,820,032</u>	<u>\$ 446,349,004</u>				
Average Life of Investment Portfolio								
Pooled Investments (CoB)	750 days	915 days	713 days	716 days				
Trust Investments	5.962 years	6.212 years	5.809 years	5.878 years				
Weighted Yield								
Pooled Investments (CoB)	2.295%	2.270%	2.195%	2.005%				
Trust Investments	3.588%	3.639%	3.970%	3.772%				
Prime Rate	5.000%	5.500%	5.500%	5.500%				
91-day Treasury Bill Rate	1.807%	2.087%	2.381%	2.355%				
2-year Treasury Note Rate	1.622%	1.755%	2.260%	2.488%				
Cash and Investments Maturity								
Within one year	\$ 265,228,059	56.38%	\$ 298,356,400	58.88%	\$ 273,797,880	58.53%	\$ 210,359,453	47.13%
Between 1 to 3 years	78,428,464	16.67%	62,290,505	12.29%	86,143,761	18.41%	140,177,122	31.41%
Between 3 to 5 years	57,261,873	12.17%	72,075,845	14.22%	76,234,240	16.30%	54,854,262	12.29%
Between 5 to 10 years	69,545,077	14.78%	73,968,963	14.60%	31,644,151	6.76%	40,958,167	9.18%
Over 10 years	-	0.00%	-	0.00%	-	0.00%	-	0.00%
Total	<u>\$ 470,463,473</u>	<u>100.00%</u>	<u>\$ 506,691,713</u>	<u>100.00%</u>	<u>\$ 467,820,032</u>	<u>100.00%</u>	<u>\$ 446,349,004</u>	<u>100.00%</u>



City of Berkeley
Pooled Cash and Investments
As of September 30, 2019

CUSIP	Investment #	Issuer	Book Value	Par Value	Market Value	Current Rate	YTM/C 365	Maturity Date	Days To Maturity	Credit Rating
Certificates of Deposit - S & L										
254673RD0	14539	Discover Bank	250,000.00	250,000.00	263,220.00	3.300	3.300	07/05/2023	1,373	N/A
795450T47	14540	Sallie Mae Bank	250,000.00	250,000.00	263,202.50	3.300	3.300	07/03/2023	1,371	N/A
Subtotal and Average			500,000.00	500,000.00	526,422.50		3.300		1,372	
Medium Term Notes										
037833AK6	14536	Apple Inc	4,863,952.75	5,000,000.00	5,082,350.00	2.400	3.225	05/03/2023	1,310	AA1
084670BJ6	14542	Berkshire Hathaway	4,976,634.99	5,000,000.00	5,180,200.00	3.000	3.150	02/11/2023	1,229	AA2
20030NBN0	14563	Comcast Corp	5,072,750.91	5,000,000.00	5,287,500.00	3.375	3.100	08/15/2025	2,145	A3
233851CU6	14571	Daimler Finance	5,083,224.10	5,000,000.00	5,198,300.00	3.450	3.190	01/06/2027	2,654	A2
233851CU6	14574	Daimler Finance	3,833,238.34	3,725,000.00	3,872,733.50	3.450	3.000	01/06/2027	2,654	A2
24422EUM9	14554	John Deere Cap	5,064,628.18	5,000,000.00	5,327,000.00	3.650	3.300	10/12/2023	1,472	A2
375558BF9	14570	Gilead Sciences	5,152,770.85	5,000,000.00	5,359,150.00	3.650	3.118	03/01/2026	2,343	A3
49327M2X1	14560	Key Bank NA	5,022,118.05	5,000,000.00	5,142,900.00	3.300	3.100	02/01/2022	854	A3
53944VAS8	14580	Lloyds Bank Plc	5,006,867.70	5,000,000.00	4,987,650.00	2.250	2.200	8/14/2022	1,048	AA3
540424AQ1	14555	Loews Corporation	4,878,607.45	5,000,000.00	5,074,700.00	2.625	3.350	05/15/2023	1,322	A3
589331AT4	14545	Merck & Co Inc	4,913,005.64	5,000,000.00	5,077,900.00	2.400	3.030	09/15/2022	1,080	A1
68389XAS4	14548	Oracle Corp	5,039,083.41	5,000,000.00	5,279,500.00	3.625	3.388	07/15/2023	1,383	A1
747525AT0	14564	Qualcomm Inc	4,967,943.73	5,000,000.00	5,139,750.00	2.900	3.050	05/20/2024	1,693	A2
Subtotal and Average			63,874,826.10	63,725,000.00	66,009,633.50		3.094		1,616	
Medium Term Notes - Callable										
05531FBF9	14561	BB&T Corporation	5,142,718.62	5,000,000.00	5,290,700.00	3.750	3.012	12/06/2023	1,527	A2
06406HBY4	14538	Bank of New York Mellon Corp	3,573,616.36	3,542,000.00	3,648,897.56	3.550	3.150	09/23/2021	723	A1
06406FAB9	14541	Bank of New York Mellon Corp	1,435,733.18	1,458,000.00	1,459,093.50	2.050	3.060	05/03/2021	580	A1
693475AV7	14557	PNC Financial Services	5,025,260.85	5,000,000.00	5,278,900.00	3.500	3.425	01/23/2024	1,575	A3
751212AC5	14566	Ralph Lauren	5,170,267.09	5,000,000.00	5,365,700.00	3.750	3.106	09/15/2025	2,176	A2
91159HHU7	14562	US BANCORP	5,259,168.09	5,000,000.00	5,499,300.00	3.950	2.848	11/17/2025	2,239	A1
Subtotal and Average			25,606,764.19	25,000,000.00	26,542,591.06		3.100		1,648	



City of Berkeley
Pooled Cash and Investments
As of September 30, 2019

CUSIP	Investment #	Issuer	Book Value	Par Value	Market Value	Current Rate	YTM/C 365	Maturity Date	Days To Maturity	Credit Rating
Federal Agency Coupon Securities										
3133EJAD1	14528	Federal Farm Credit Bank	10,000,000.00	10,000,000.00	10,037,700.00	2.150	2.150	12/23/2020	449	AAA
3130ADKF8	14529	Federal Home Loan Banks	15,000,000.00	15,000,000.00	15,011,700.00	2.100	2.100	01/30/2020	121	AAA
3130ADUB6	14533 T1	Federal Home Loan Banks	21,000,000.00	21,000,000.00	21,021,000.00	2.320	2.321	12/19/2019	79	AAA
3133EG7F6	14517	Federal Farm Credit Bank	5,000,000.00	5,000,000.00	4,995,200.00	1.750	1.750	02/16/2021	504	AAA
3133EHBA0	14520	Federal Farm Credit Bank	6,500,000.00	6,500,000.00	6,491,680.00	1.520	1.520	03/02/2020	153	AAA
3133EHQB2	14527	Federal Farm Credit Bank	9,001,000.00	9,001,000.00	8,982,998.00	1.550	1.550	07/06/2020	279	AAA
3130AAS82	14519	Federal Home Loan Banks	9,999,762.58	10,000,000.00	9,988,000.00	1.550	1.557	02/06/2020	128	AAA
3130ABTD8	14526	Federal Home Loan Banks	15,000,000.00	15,000,000.00	14,997,300.00	1.450	1.450	10/18/2019	17	AAA
3137EAAE5	14516	Federal Home Loan Mortgage Co	4,999,949.72	5,000,000.00	4,993,900.00	1.500	1.503	01/17/2020	108	AAA
3135G0T29	14521	Federal National Mortgage Assn	3,500,000.00	3,500,000.00	3,494,050.00	1.500	1.500	02/28/2020	150	AAA
3135G0T29	14522	Federal National Mortgage Assn	9,994,401.49	10,000,000.00	9,983,000.00	1.500	1.641	02/28/2020	150	AAA
Subtotal and Average			109,995,113.79	110,001,000.00	109,996,528.00		1.826		164	
Federal Agency Callable										
3130AFKR7	14550	Federal Home Loan Banks	5,000,000.00	5,000,000.00	5,070,400.00	3.100	3.100	12/28/2023	1,549	AAA
Subtotal and Average			5,000,000.00	5,000,000.00	5,070,400.00		3.100		1,549	
Federal Agency Continuously Callable										
31422BAR1	14553	Farmer Mac	5,000,000.00	5,000,000.00	5,011,100.00	3.230	3.230	12/27/2023	1,548	N/A
3133EKQ66	14581	Federal Farm Credit Bank	5,000,000.00	5,000,000.00	5,000,250.00	2.100	2.100	09/19/2022	1,084	AAA
3130A7GZ2	14500	Federal Home Loan Banks	5,000,000.00	5,000,000.00	5,001,200.00	1.250	1.250	03/30/2021	546	AAA
3130A9YW5	14512	Federal Home Loan Banks	4,999,952.78	5,000,000.00	4,995,600.00	1.190	1.197	11/22/2019	52	AAA
3130AAJZ2	14513	Federal Home Loan Banks	3,742,500.00	3,742,500.00	3,742,911.68	1.750	1.750	04/27/2020	209	AAA
3130AGQV0	14575	Federal Home Loan Banks	35,000,000.00	35,000,000.00	35,001,750.00	2.100	2.100	07/15/2019	288	AAA
3130AGT54	14578	Federal Home Loan Banks	5,000,000.00	5,000,000.00	5,000,500.00	2.100	2.100	04/29/2021	576	AAA
3130AGTJ4	14579	Federal Home Loan Banks	5,000,000.00	5,000,000.00	5,002,250.00	2.100	2.101	04/29/2021	576	AAA
3134G7S77	14358	Federal Home Loan Mortgage Co	5,000,000.00	5,000,000.00	4,999,650.00	2.000	1.125	10/29/2020	394	AAA
3134GTL92	14576	Federal Home Loan Mortgage Co	5,000,000.00	5,000,000.00	5,000,850.00	2.450	2.450	07/25/2024	1,759	AAA
3134GTK69	14577	Federal Home Loan Mortgage Co	10,000,000.00	10,000,000.00	10,007,600.00	2.200	2.200	7/29/2022	1,032	AAA
3135G0S46	14514	Federal National Mortgage Assn	5,000,000.00	5,000,000.00	4,994,450.00	1.650	1.650	01/27/2020	118	AAA
3135G0S46	14515	Federal National Mortgage Assn	5,000,000.00	5,000,000.00	4,994,450.00	1.650	1.650	01/27/2020	118	AAA
3136G4LP6	14518	Federal National Mortgage Assn	5,000,000.00	5,000,000.00	4,996,100.00	1.800	1.800	08/28/2020	332	AAA
Subtotal and Average			103,742,452.78	103,742,500.00	103,748,661.68		1.979		546	



City of Berkeley
 Pooled Cash and Investments
 As of September 30, 2019

CUSIP	Investment #	Issuer	Book Value	Par Value	Market Value	Current Rate	YTM/C 365	Maturity Date	Days To Maturity	Credit Rating
Municipal Bonds										
13063DGB8	14559	General Obligation Unlimited	5,080,740.89	5,000,000.00	5,309,350.00	3.375	3.087	04/01/2025	2,009	AA3
672319CA6	14282	Oakland CA Pension Obligation	5,000,000.00	5,000,000.00	5,011,250.00	3.267	3.267	12/15/2019	75	AA3
Subtotal and Average			10,080,740.89	10,000,000.00	10,320,600.00		3.177		1,049	
Fidelity Money Market										
SYS14265	14265	Fidelity Money Market	51,059,112.96	51,059,112.96	51,059,112.96	0.003	0.003		1	
SYS14190	14190	Fidelity Money Market - TRANS	34,929,373.03	34,929,373.03	34,929,373.03	0.002	0.002			
Subtotal and Average			85,988,485.99	85,988,485.99	85,988,485.99		0.003		1	
Total Investments and Average			404,788,383.74	403,956,985.99	408,203,322.73		0.003		1	

Total Investments (Book Value)	404,788,383.74
Cash	13,865,935.00
Total Investments (Book Value) and Cash	418,654,318.74
Increase / (Decrease) in Market Value of Securities	3,414,938.99
Total Investments (Market Value) and Cash	422,069,257.73



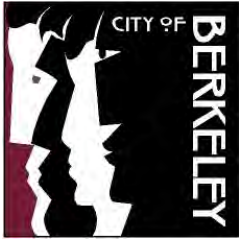
**Pooled Investment - Long Term
Interest Earnings
Sorted by Fund - Fund
September 1, 2019 - September 30, 2019
Yield on Beginning Book Value**

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Annualized Rate	Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Pooled Investment - Long Term												
3130AFKR7	14550	010	MC4	5,000,000.00	5,000,000.00	5,000,000.00	12/28/2023	3.100	3.143	12,916.67	0.00	12,916.67
3130ADUB6	14533 T1	010	FAC	21,000,000.00	21,000,000.00	21,000,000.00	12/19/2019	2.320	2.352	40,600.00	0.00	40,600.00
3130AAJZ2	14513	010	MC5	3,742,500.00	3,742,500.00	3,742,500.00	04/27/2020	1.750	1.774	5,457.81	0.00	5,457.81
3130A9YW5	14512	010	MC5	5,000,000.00	4,999,925.00	4,999,952.78	11/22/2019	1.190	1.213	4,958.33	27.78	4,986.11
3130AAS82	14519	010	FAC	10,000,000.00	9,999,705.60	9,999,762.58	02/06/2020	1.550	1.579	12,916.67	56.98	12,973.65
3130ABTD8	14526	010	FAC	15,000,000.00	15,000,000.00	15,000,000.00	10/18/2019	1.450	1.470	18,125.00	0.00	18,125.00
3130ADKF8	14529	010	FAC	15,000,000.00	15,000,000.00	15,000,000.00	01/30/2020	2.100	2.129	26,250.00	0.00	26,250.00
3130AGQV0	14575	010	MC5	35,000,000.00	35,000,000.00	35,000,000.00	07/15/2020	2.100	2.129	61,250.00	0.00	61,250.00
3130AGTJ4	14579	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	04/29/2021	2.100	2.129	8,750.00	0.00	8,750.00
3130AGT54	14578	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	04/29/2021	2.100	2.129	8,750.00	0.00	8,750.00
3133EHBA0	14520	010	FAC	6,500,000.00	6,500,000.00	6,500,000.00	03/02/2020	1.520	1.541	8,233.33	0.00	8,233.33
3133EG7F6	14517	010	FAC	5,000,000.00	5,000,000.00	5,000,000.00	02/16/2021	1.750	1.774	7,291.67	0.00	7,291.67
3133EKQ66	14581	010	MC5	5,000,000.00	0.00	5,000,000.00	09/19/2022	2.100	2.129	3,500.00	0.00	3,500.00
3133EKQZ2	14573	010	MC5	0.00	5,000,000.00	0.00	12/17/2021	2.370	2.403	5,266.67	0.00	5,266.67
3133EKQT6	14572	010	FAC	0.00	5,000,000.00	0.00	09/13/2023	2.490	2.525	4,150.00	0.00	4,150.00
3133EHQB2	14527	010	FAC	9,001,000.00	9,001,000.00	9,001,000.00	07/06/2020	1.550	1.572	11,626.29	0.00	11,626.29
3133EJAD1	14528	010	FAC	10,000,000.00	10,000,000.00	10,000,000.00	12/23/2020	2.150	2.180	17,916.67	0.00	17,916.67
3134GSVB8	14547	010	MC5	0.00	5,000,000.00	0.00	09/13/2023	3.250	3.295	5,416.67	0.00	5,416.67
3134GTK69	14577	010	MC5	10,000,000.00	10,000,000.00	10,000,000.00	07/29/2022	2.200	2.231	18,333.33	0.00	18,333.33
3134GTL92	14576	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	07/25/2024	2.450	2.484	10,208.33	0.00	10,208.33
3137EAE55	14516	010	FAC	5,000,000.00	4,999,935.48	4,999,949.72	01/17/2020	1.500	1.524	6,250.00	14.24	6,264.24
3134G7S77	14358	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	10/29/2020	2.000	2.028	8,333.33	0.00	8,333.33
3135G0S46	14515	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	01/27/2020	1.650	1.673	6,875.00	0.00	6,875.00
3135G0T29	14522	010	FAC	10,000,000.00	9,993,258.94	9,994,401.49	02/28/2020	1.500	1.661	12,500.00	1,142.55	13,642.55
3135G0S46	14514	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	01/27/2020	1.650	1.673	6,875.00	0.00	6,875.00
3136G4LP6	14518	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	08/28/2020	1.800	1.825	7,500.00	0.00	7,500.00
3135G0T29	14521	010	FAC	3,500,000.00	3,500,000.00	3,500,000.00	02/28/2020	1.500	1.521	4,375.00	0.00	4,375.00
53944VAS8	14580	010	MTN	5,000,000.00	0.00	5,006,867.70	08/14/2022	2.250	2.230	4,687.50	-99.72	4,587.78
672319CA6	14282	010	MUN	5,000,000.00	5,000,000.00	5,000,000.00	12/15/2019	3.267	3.312	13,612.50	0.00	13,612.50
037833AK6	14536	010	MTN	5,000,000.00	4,860,793.75	4,863,952.75	05/03/2023	2.400	3.294	10,000.00	3,159.00	13,159.00

Pooled Investment - Long Term
Interest Earnings
September 1, 2019 - September 30, 2019

Exhibit 2-B.1

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Annualized Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Pooled Investment - Long Term												
254673RD0	14539	010	SCD	250,000.00	250,000.00	250,000.00	07/05/2023	3.300	3.300	678.08	0.00	678.08
06406HBY4	14538	010	MC3	3,542,000.00	3,574,948.51	3,573,616.36	09/23/2021	3.550	3.113	10,478.42	-1,332.15	9,146.27
06406FAB9	14541	010	MC3	1,458,000.00	1,434,565.34	1,435,733.18	05/03/2021	2.050	3.103	2,490.75	1,167.84	3,658.59
795450T47	14540	010	SCD	250,000.00	250,000.00	250,000.00	07/03/2023	3.300	3.300	678.08	0.00	678.08
084670BJ6	14542	010	MTN	5,000,000.00	4,976,055.69	4,976,634.99	02/11/2023	3.000	3.198	12,500.00	579.30	13,079.30
31422BAR1	14553	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	12/27/2023	3.230	3.275	13,458.33	0.00	13,458.33
589331AT4	14545	010	MTN	5,000,000.00	4,910,552.79	4,913,005.64	09/15/2022	2.400	3.085	10,000.00	2,452.85	12,452.85
68389XAS4	14548	010	MTN	5,000,000.00	5,039,943.01	5,039,083.41	07/15/2023	3.625	3.439	15,104.17	-859.60	14,244.57
24422EUM9	14554	010	MTN	5,000,000.00	5,065,964.40	5,064,628.18	10/12/2023	3.650	3.332	15,208.33	-1,336.22	13,872.11
540424AQ1	14555	010	MTN	5,000,000.00	4,875,814.68	4,878,607.45	05/15/2023	2.625	3.426	10,937.50	2,792.77	13,730.27
693475AV7	14557	010	MC3	5,000,000.00	5,025,749.14	5,025,260.85	01/23/2024	3.500	3.412	14,583.33	-488.29	14,095.04
13063DGB8	14559	010	MUN	5,000,000.00	5,081,964.24	5,080,740.89	04/01/2025	3.375	3.074	14,062.50	-1,223.35	12,839.15
49327M2X1	14560	010	MTN	5,000,000.00	5,022,907.98	5,022,118.05	02/01/2022	3.300	3.139	13,750.00	-789.93	12,960.07
05531FBF9	14561	010	MC3	5,000,000.00	5,145,563.51	5,142,718.62	12/06/2023	3.750	3.022	15,625.00	-2,844.89	12,780.11
91159HHU7	14562	010	MC3	5,000,000.00	5,262,692.59	5,259,168.09	11/17/2025	3.950	2.990	16,458.33	-3,524.50	12,933.83
20030NBN0	14563	010	MTN	5,000,000.00	5,073,783.32	5,072,750.91	08/15/2025	3.375	3.125	14,062.50	-1,032.41	13,030.09
747525AT0	14564	010	MTN	5,000,000.00	4,967,367.52	4,967,943.73	05/20/2024	2.900	3.101	12,083.33	576.21	12,659.54
751212AC5	14566	010	MC3	5,000,000.00	5,172,649.55	5,170,267.09	09/15/2025	3.750	-0.560	0.00	-2,382.46	-2,382.46
375558BF9	14570	010	MTN	5,000,000.00	5,154,754.88	5,152,770.85	03/01/2026	3.650	3.121	15,208.33	-1,984.03	13,224.30
233851CU6	14574	010	MTN	3,725,000.00	3,834,480.08	3,833,238.34	01/06/2027	3.450	3.004	10,709.38	-1,241.74	9,467.64
233851CU6	14571	010	MTN	5,000,000.00	5,084,178.87	5,083,224.10	01/06/2027	3.450	3.212	14,375.00	-954.77	13,420.23
			Subtotal	312,968,500.00	318,801,054.87	313,799,897.75			2.307	605,377.13	-8,124.54	597,252.59
			Total	312,968,500.00	318,801,054.87	313,799,897.75			2.307	605,377.13	-8,124.54	597,252.59



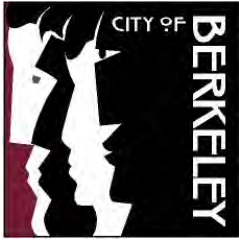
Pooled Investment - Long Term
Interest Earnings
Sorted by Fund - Fund
August 1, 2019 - August 30, 2019
Yield on Average Book Value

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Annualized Rate	Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Pooled Investment - Long Term												
3130AFKR7	14550	010	MC4	5,000,000.00	5,000,000.00	5,000,000.00	12/28/2023	3.100	3.143	12,916.67	0.00	12,916.67
3130ADUB6	14533 T1	010	FAC	21,000,000.00	21,000,000.00	21,000,000.00	12/19/2019	2.320	2.352	40,600.00	0.00	40,600.00
3130AAJZ2	14513	010	MC5	3,742,500.00	3,742,500.00	3,742,500.00	04/27/2020	1.750	1.774	5,457.81	0.00	5,457.81
3130A9YW5	14512	010	MC5	5,000,000.00	4,999,897.22	4,999,911.57	11/22/2019	1.190	1.213	4,958.33	27.78	4,986.11
3130AAS82	14519	010	FAC	10,000,000.00	9,999,648.62	9,999,678.06	02/06/2020	1.550	1.579	12,916.67	56.98	12,973.65
3130ABTD8	14526	010	FAC	15,000,000.00	15,000,000.00	15,000,000.00	10/18/2019	1.450	1.470	18,125.00	0.00	18,125.00
3130ADKF8	14529	010	FAC	15,000,000.00	15,000,000.00	15,000,000.00	01/30/2020	2.100	2.058	25,375.00	0.00	25,375.00
3130AGQV0	14575	010	MC5	35,000,000.00	35,000,000.00	35,000,000.00	07/15/2020	2.100	2.129	61,250.00	0.00	61,250.00
3130AGTJ4	14579	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	04/29/2021	2.100	2.129	8,750.00	0.00	8,750.00
3130AGT54	14578	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	04/29/2021	2.100	2.129	8,750.00	0.00	8,750.00
3133EHBA0	14520	010	FAC	6,500,000.00	6,500,000.00	6,500,000.00	03/02/2020	1.520	1.541	8,233.33	0.00	8,233.33
3133EG7F6	14517	010	FAC	5,000,000.00	5,000,000.00	5,000,000.00	02/16/2021	1.750	1.774	7,291.67	0.00	7,291.67
3133EKQZ2	14573	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	12/17/2021	2.370	2.403	9,875.00	0.00	9,875.00
3133EKQT6	14572	010	FAC	5,000,000.00	5,000,000.00	5,000,000.00	09/13/2023	2.490	2.525	10,375.00	0.00	10,375.00
3133EHQB2	14527	010	FAC	9,001,000.00	9,001,000.00	9,001,000.00	07/06/2020	1.550	1.572	11,626.29	0.00	11,626.29
3133EJAD1	14528	010	FAC	10,000,000.00	10,000,000.00	10,000,000.00	12/23/2020	2.150	2.180	17,916.67	0.00	17,916.67
3133EGAW5	14504	010	MC5	0.00	5,000,000.00	3,000,000.00	08/19/2019	1.250	1.267	3,125.00	0.00	3,125.00
3134GSVB8	14547	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	09/13/2023	3.250	3.295	13,541.67	0.00	13,541.67
3134GTK69	14577	010	MC5	10,000,000.00	10,000,000.00	10,000,000.00	07/29/2022	2.200	2.231	18,333.33	0.00	18,333.33
3134GTL92	14576	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	07/25/2024	2.450	2.484	10,208.33	0.00	10,208.33
3137EAE55	14516	010	FAC	5,000,000.00	4,999,921.25	4,999,928.61	01/17/2020	1.500	1.524	6,250.00	14.23	6,264.23
3134G7S77	14358	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	10/29/2020	2.000	2.028	8,333.33	0.00	8,333.33
3135G0S46	14515	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	01/27/2020	1.650	1.673	6,875.00	0.00	6,875.00
3135G0T29	14522	010	FAC	10,000,000.00	9,992,116.39	9,992,706.71	02/28/2020	1.500	1.661	12,500.00	1,142.55	13,642.55
3135G0S46	14514	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	01/27/2020	1.650	1.673	6,875.00	0.00	6,875.00
3136G4LP6	14518	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	08/28/2020	1.800	1.825	7,500.00	0.00	7,500.00
3135G0T29	14521	010	FAC	3,500,000.00	3,500,000.00	3,500,000.00	02/28/2020	1.500	1.521	4,375.00	0.00	4,375.00
672319CA6	14282	010	MUN	5,000,000.00	5,000,000.00	5,000,000.00	12/15/2019	3.267	3.312	13,612.50	0.00	13,612.50
037833AK6	14536	010	MTN	5,000,000.00	4,857,634.76	4,859,266.91	05/03/2023	2.400	3.295	10,000.00	3,158.99	13,158.99
254673RD0	14539	010	SCD	250,000.00	250,000.00	250,000.00	07/05/2023	3.300	3.300	678.08	0.00	678.08

Pooled Investment - Long Term
Interest Earnings
August 1, 2019 - August 30, 2019

Exhibit 2-B.2

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Annualized Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Pooled Investment - Long Term												
06406HBY4	14538	010	MC3	3,542,000.00	3,576,280.66	3,575,592.38	09/23/2021	3.550	3.112	10,478.42	-1,332.15	9,146.27
06406FAB9	14541	010	MC3	1,458,000.00	1,433,397.50	1,434,000.89	05/03/2021	2.050	3.104	2,490.75	1,167.84	3,658.59
795450T47	14540	010	SCD	250,000.00	250,000.00	250,000.00	07/03/2023	3.300	3.300	678.00	0.00	678.00
084670BJ6	14542	010	MTN	5,000,000.00	4,975,476.39	4,975,775.70	02/11/2023	3.000	3.198	12,500.00	579.30	13,079.30
31422BAR1	14553	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	12/27/2023	3.230	3.275	13,458.33	0.00	13,458.33
3132X04Z1	14544	010	MC5	0.00	5,000,000.00	2,333,333.33	08/15/2023	3.250	3.295	6,319.44	0.00	6,319.44
589331AT4	14545	010	MTN	5,000,000.00	4,908,099.94	4,909,367.25	09/15/2022	2.400	3.086	10,000.00	2,452.85	12,452.85
68389XAS4	14548	010	MTN	5,000,000.00	5,040,802.62	5,040,358.49	07/15/2023	3.625	3.438	15,104.17	-859.61	14,244.56
24422EUM9	14554	010	MTN	5,000,000.00	5,067,300.61	5,066,610.23	10/12/2023	3.650	3.331	15,208.33	-1,336.21	13,872.12
540424AQ1	14555	010	MTN	5,000,000.00	4,873,021.90	4,874,464.84	05/15/2023	2.625	3.427	10,937.50	2,792.78	13,730.28
693475AV7	14557	010	MC3	5,000,000.00	5,026,237.43	5,025,985.15	01/23/2024	3.500	3.412	14,583.33	-488.29	14,095.04
13063DGB8	14559	010	MUN	5,000,000.00	5,083,187.58	5,082,555.52	04/01/2025	3.375	3.073	14,062.50	-1,223.34	12,839.16
49327M2X1	14560	010	MTN	5,000,000.00	5,023,697.91	5,023,289.78	02/01/2022	3.300	3.139	13,750.00	-789.93	12,960.07
05531FBF9	14561	010	MC3	5,000,000.00	5,148,408.40	5,146,938.54	12/06/2023	3.750	3.021	15,625.00	-2,844.89	12,780.11
91159HHU7	14562	010	MC3	5,000,000.00	5,266,217.08	5,264,396.09	11/17/2025	3.950	2.989	16,458.33	-3,524.49	12,933.84
20030NBN0	14563	010	MTN	5,000,000.00	5,074,815.74	5,074,282.32	08/15/2025	3.375	3.124	14,062.50	-1,032.42	13,030.08
747525AT0	14564	010	MTN	5,000,000.00	4,966,791.32	4,967,089.03	05/20/2024	2.900	3.101	12,083.33	576.20	12,659.53
751212AC5	14566	010	MC3	5,000,000.00	5,175,032.02	5,173,801.08	09/15/2025	3.750	-0.560	0.00	-2,382.47	-2,382.47
375558BF9	14570	010	MTN	5,000,000.00	5,156,738.92	5,155,713.83	03/01/2026	3.650	3.121	15,208.33	-1,984.04	13,224.29
233851CU6	14574	010	MTN	3,725,000.00	3,835,721.82	3,835,080.26	01/06/2027	3.450	3.004	10,709.38	-1,241.74	9,467.64
233851CU6	14571	010	MTN	5,000,000.00	5,085,133.64	5,084,640.34	01/06/2027	3.450	3.211	14,375.00	-954.77	13,420.23
			Subtotal	317,968,500.00	328,809,079.72	324,138,266.91			2.315	624,717.40	-8,024.85	616,692.55
			Total	317,968,500.00	328,809,079.72	324,138,266.91			2.315	624,717.40	-8,024.85	616,692.55



Pooled Investment - Long Term
Interest Earnings
Sorted by Fund - Fund
July 1, 2019 - July 31, 2019
Yield on Average Book Value

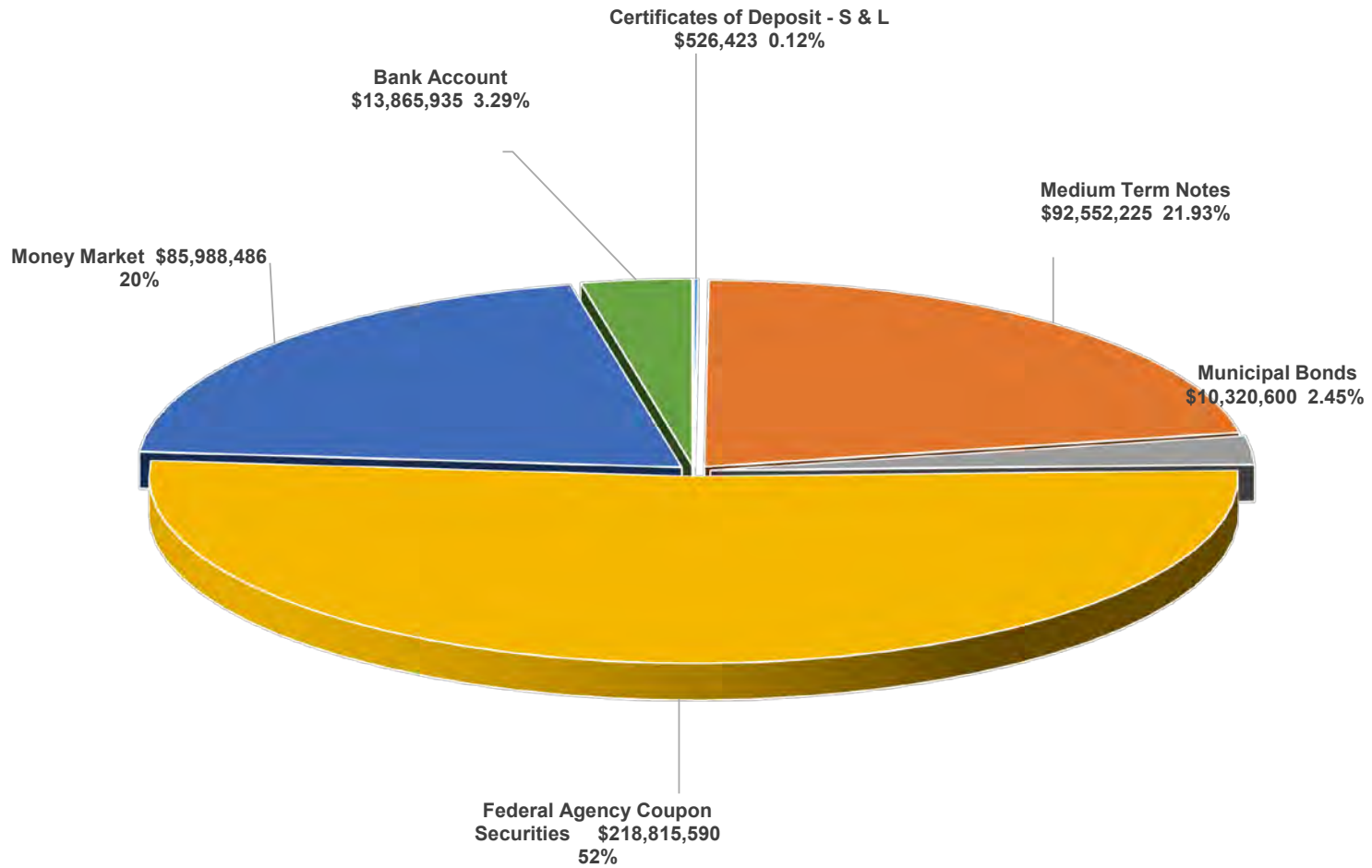
CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Annualized Rate	Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Pooled Investment - Long Term												
3130AFKR7	14550	010	MC4	5,000,000.00	5,000,000.00	5,000,000.00	12/28/2023	3.100	3.042	12,916.67	0.00	12,916.67
3130ADUB6	14533 T1	010	FAC	21,000,000.00	21,000,000.00	21,000,000.00	12/19/2019	2.320	2.276	40,600.00	0.00	40,600.00
3130AAJZ2	14513	010	MC5	3,742,500.00	3,742,500.00	3,742,500.00	04/27/2020	1.750	1.717	5,457.81	0.00	5,457.81
3130A9YW5	14512	010	MC5	5,000,000.00	4,999,869.44	4,999,884.23	11/22/2019	1.190	1.174	4,958.33	27.78	4,986.11
3130AAS82	14519	010	FAC	10,000,000.00	9,999,591.64	9,999,621.97	02/06/2020	1.550	1.528	12,916.67	56.98	12,973.65
3130ABTD8	14526	010	FAC	15,000,000.00	15,000,000.00	15,000,000.00	10/18/2019	1.450	1.423	18,125.00	0.00	18,125.00
3130ADKF8	14529	010	FAC	15,000,000.00	15,000,000.00	15,000,000.00	01/30/2020	2.100	2.060	26,250.00	0.00	26,250.00
3130AGQV0	14575	010	MC5	35,000,000.00	0.00	19,193,548.39	07/15/2020	2.100	2.004	32,666.67	0.00	32,666.67
3130AGTJ4	14579	010	MC5	5,000,000.00	0.00	483,870.97	04/29/2021	2.100	1.419	583.33	0.00	583.33
3130AGT54	14578	010	MC5	5,000,000.00	0.00	483,870.97	04/29/2021	2.100	1.419	583.33	0.00	583.33
3133EHBA0	14520	010	FAC	6,500,000.00	6,500,000.00	6,500,000.00	03/02/2020	1.520	1.491	8,233.33	0.00	8,233.33
3133EG7F6	14517	010	FAC	5,000,000.00	5,000,000.00	5,000,000.00	02/16/2021	1.750	1.717	7,291.67	0.00	7,291.67
3133EKQZ2	14573	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	12/17/2021	2.370	2.325	9,875.00	0.00	9,875.00
3133EKJB3	14565	010	MC5	0.00	5,000,000.00	3,548,387.10	07/23/2025	3.040	3.082	9,288.89	0.00	9,288.89
3133EKQT6	14572	010	FAC	5,000,000.00	5,000,000.00	5,000,000.00	09/13/2023	2.490	2.443	10,375.00	0.00	10,375.00
3133EHQB2	14527	010	FAC	9,001,000.00	9,001,000.00	9,001,000.00	07/06/2020	1.550	1.521	11,626.29	0.00	11,626.29
3133EJAD1	14528	010	FAC	10,000,000.00	10,000,000.00	10,000,000.00	12/23/2020	2.150	2.110	17,916.67	0.00	17,916.67
3133EGAW5	14504	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	08/19/2019	1.250	1.226	5,208.33	0.00	5,208.33
3134GSVB8	14547	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	09/13/2023	3.250	3.189	13,541.67	0.00	13,541.67
3134GTK69	14577	010	MC5	10,000,000.00	0.00	967,741.94	07/29/2022	2.200	1.487	1,222.22	0.00	1,222.22
3134GTL92	14576	010	MC5	5,000,000.00	0.00	1,129,032.26	07/25/2024	2.450	2.129	2,041.67	0.00	2,041.67
3137EAAE5	14516	010	FAC	5,000,000.00	4,999,907.02	4,999,914.60	01/17/2020	1.500	1.475	6,250.00	14.23	6,264.23
3134G7S77	14358	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	10/29/2020	2.000	1.962	8,333.33	0.00	8,333.33
3135G0S46	14515	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	01/27/2020	1.650	1.619	6,875.00	0.00	6,875.00
3135G0T29	14522	010	FAC	10,000,000.00	9,990,973.84	9,991,581.97	02/28/2020	1.500	1.608	12,500.00	1,142.55	13,642.55
3135G0S46	14514	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	01/27/2020	1.650	1.619	6,875.00	0.00	6,875.00
3136G4LP6	14518	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	08/28/2020	1.800	1.766	7,500.00	0.00	7,500.00
3135G0T29	14521	010	FAC	3,500,000.00	3,500,000.00	3,500,000.00	02/28/2020	1.500	1.472	4,375.00	0.00	4,375.00
672319CA6	14282	010	MUN	5,000,000.00	5,000,000.00	5,000,000.00	12/15/2019	3.267	3.206	13,612.50	0.00	13,612.50
037833AK6	14536	010	MTN	5,000,000.00	4,854,475.77	4,856,157.17	05/03/2023	2.400	3.191	10,000.00	3,158.99	13,158.99

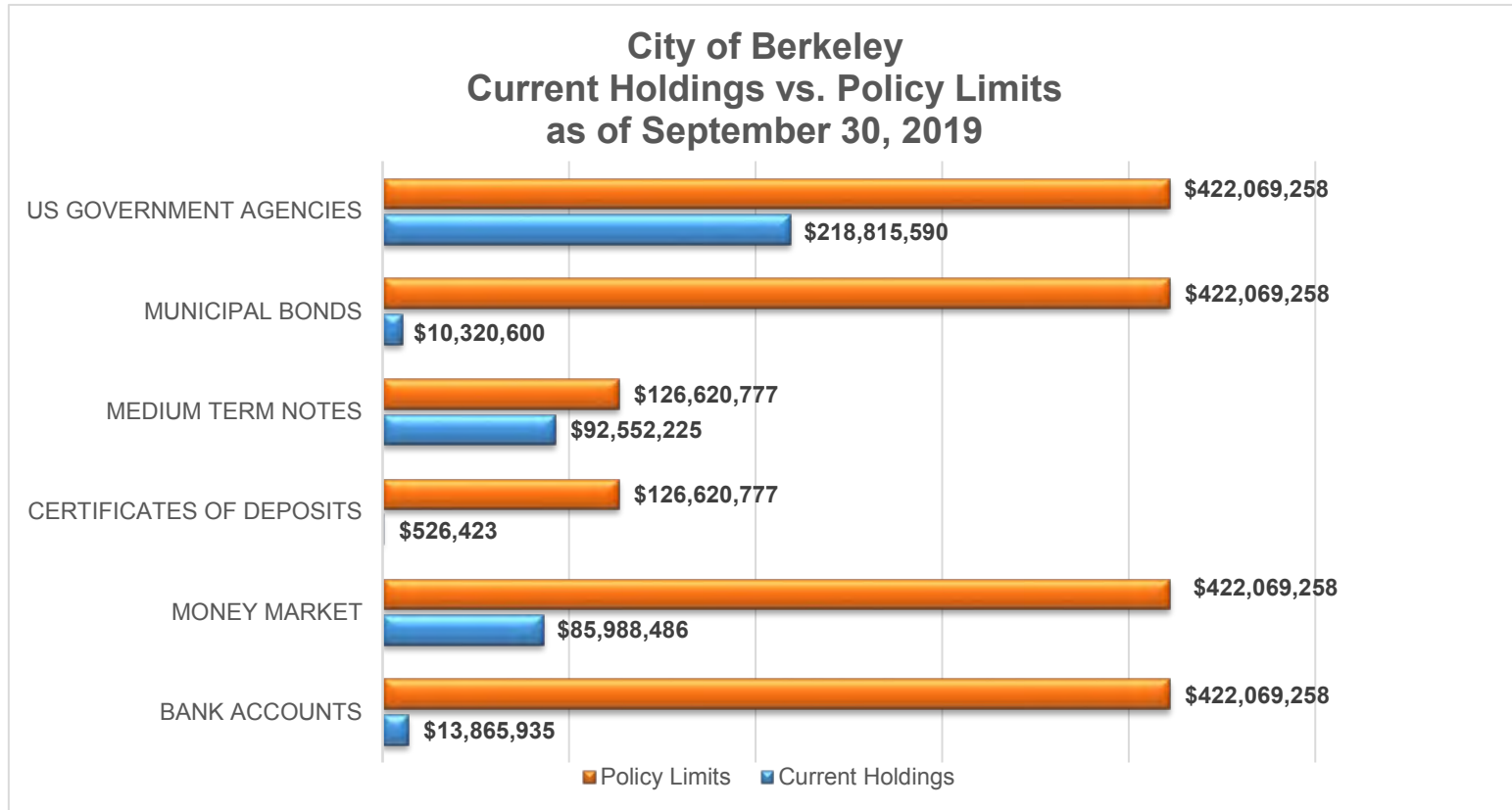
Pooled Investment - Long Term
Interest Earnings
July 1, 2019 - July 31, 2019

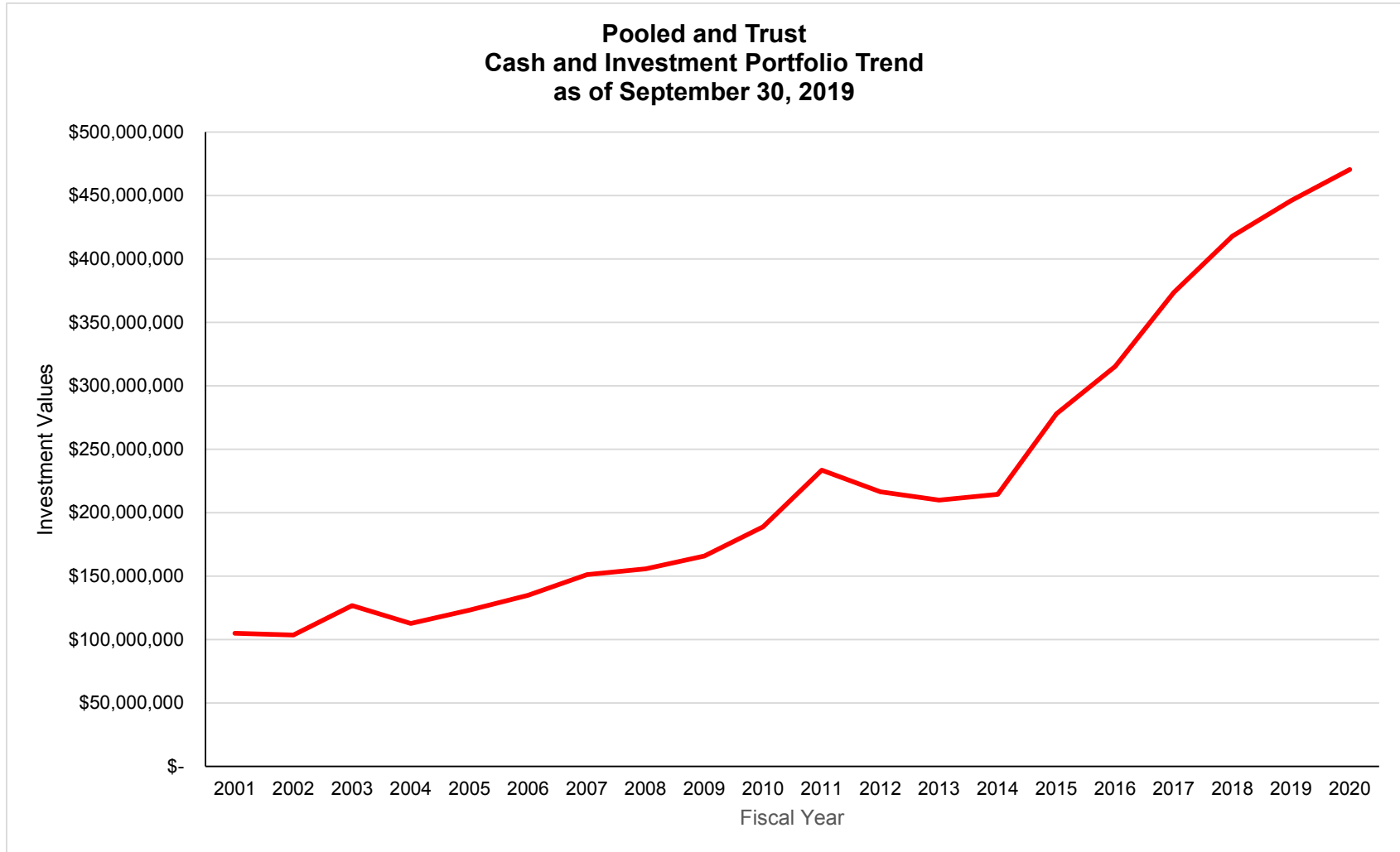
Exhibit 2-B.3

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Annualized Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Pooled Investment - Long Term												
254673RD0	14539	010	SCD	250,000.00	250,000.00	250,000.00	07/05/2023	3.300	3.300	700.68	0.00	700.68
06406HBY4	14538	010	MC3	3,542,000.00	3,577,612.81	3,576,903.76	09/23/2021	3.550	3.011	10,478.42	-1,332.15	9,146.27
06406FAB9	14541	010	MC3	1,458,000.00	1,432,229.66	1,432,851.25	05/03/2021	2.050	3.006	2,490.75	1,167.84	3,658.59
795450T47	14540	010	SCD	250,000.00	250,000.00	250,000.00	07/03/2023	3.300	3.300	700.68	0.00	700.68
084670BJ6	14542	010	MTN	5,000,000.00	4,974,897.09	4,975,205.43	02/11/2023	3.000	3.095	12,500.00	579.30	13,079.30
31422BAR1	14553	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	12/27/2023	3.230	3.169	13,458.33	0.00	13,458.33
3132X04Z1	14544	010	MC5	5,000,000.00	5,000,000.00	5,000,000.00	08/15/2023	3.250	3.189	13,541.67	0.00	13,541.67
589331AT4	14545	010	MTN	5,000,000.00	4,905,647.09	4,906,952.64	09/15/2022	2.400	2.988	10,000.00	2,452.85	12,452.85
68389XAS4	14548	010	MTN	5,000,000.00	5,041,662.23	5,041,204.69	07/15/2023	3.625	3.327	15,104.17	-859.61	14,244.56
24422EUM9	14554	010	MTN	5,000,000.00	5,068,636.82	5,067,925.61	10/12/2023	3.650	3.223	15,208.33	-1,336.21	13,872.12
540424AQ1	14555	010	MTN	5,000,000.00	4,870,229.13	4,871,715.61	05/15/2023	2.625	3.318	10,937.50	2,792.77	13,730.27
693475AV7	14557	010	MC3	5,000,000.00	5,026,725.72	5,026,465.83	01/23/2024	3.500	3.302	14,583.33	-488.29	14,095.04
13063DGB8	14559	010	MUN	5,000,000.00	5,084,410.93	5,083,759.79	04/01/2025	3.375	2.974	14,062.50	-1,223.35	12,839.15
49327M2X1	14560	010	MTN	5,000,000.00	5,024,487.84	5,024,067.39	02/01/2022	3.300	3.037	13,750.00	-789.93	12,960.07
05531FBF9	14561	010	MC3	5,000,000.00	5,151,253.29	5,149,739.07	12/06/2023	3.750	2.922	15,625.00	-2,844.89	12,780.11
91159HHU7	14562	010	MC3	5,000,000.00	5,269,741.58	5,267,865.64	11/17/2025	3.950	2.891	16,458.33	-3,524.50	12,933.83
20030NBN0	14563	010	MTN	5,000,000.00	5,075,848.15	5,075,298.64	08/15/2025	3.375	3.023	14,062.50	-1,032.41	13,030.09
747525AT0	14564	010	MTN	5,000,000.00	4,966,215.11	4,966,521.80	05/20/2024	2.900	3.001	12,083.33	576.21	12,659.54
751212AC5	14566	010	MC3	5,000,000.00	5,177,414.49	5,176,146.40	09/15/2025	3.750	-0.542	0.00	-2,382.47	-2,382.47
375558BF9	14570	010	MTN	5,000,000.00	5,158,722.96	5,157,666.94	03/01/2026	3.650	3.019	15,208.33	-1,984.04	13,224.29
233851CU6	14574	010	MTN	3,725,000.00	3,836,963.56	3,836,302.64	01/06/2027	3.450	2.906	10,709.38	-1,241.74	9,467.64
233851CU6	14571	010	MTN	5,000,000.00	5,086,088.41	5,085,580.23	01/06/2027	3.450	3.107	14,375.00	-954.77	13,420.23
			Subtotal	327,968,500.00	273,817,104.58	294,619,284.92			2.262	574,037.61	-8,024.86	566,012.75
			Total	327,968,500.00	273,817,104.58	294,619,284.92			2.262	574,037.61	-8,024.86	566,012.75

Pooled Cash and Investments
(Market Value)
as of September 30, 2019









**Summary of Pooled Cash and Investments - Trust Funds
(Market Value)
As of September 30, 2019**

		<u>Pooled Cash</u>	<u>Investments (Book Value)</u>	<u>Gain/Loss on Investments</u>	<u>Pooled Cash & Investments (Market Value)</u>
Retiree Medical Trust Fund					
Fund No.					
941	BHA	\$ 88,894	\$ 310,142	\$ 10,855	\$ 409,891
942	M1=IBEW	(4,996)	168,374	9,564	172,942
943	M2=Local 1	1,403,014	6,845,689	394,166	8,642,869
944	MUI=Z1	213,329	1,725,351	110,003	2,048,683
945	MUI=Z2 to Z6	301,029	2,264,381	134,379	2,699,789
946	M535= Local 535	1,046,449	7,236,178	455,913	8,738,540
947	M3=Local 790	664,140	5,120,881	234,537	6,019,558
Total Retiree Medical Trust Fund		3,711,859	23,670,996	1,349,417	28,732,273
Fire Medical Trust Fund					
949	Fire Medical Trust Fund	407,166	10,727,003	395,073	11,529,242
Total Fire Medical Trust Fund		407,166	10,727,003	395,073	11,529,242
Police Medical Trust Fund					
903	Police EE Retiree HLT Assistance Plan	102,101	2,025,019	392,740.64	2,127,120
905	Safety Members Pension Fund	(1,602)	-	-	(1,602)
950	Police Medical Trust Fund	(42,525)	5,805,389	(148,421.38)	5,614,442
Total Police Medical Trust Fund		57,974	7,830,407	244,319	8,132,701
Total Trust Funds		\$ 4,176,999	\$ 42,228,407	\$ 1,988,809	\$ 48,394,216



Retiree Medical Trust Fund
Fund 941 - 947
Interest Earnings
July 1 to September 30, 2019

Investments September 30, 2019									Interest Earnings July 1 to September 30, 2019				
CUSIP	Investment #	Issuer	Par Value	Beginning Book Value	Ending Book Value	Market Value	Maturity Date	Moody's Rating	Adjusted Interest Earnings				
									Current Rate	Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Medium Term Notes													
06744CUS8	14530	Barclays Bank PLC	6,000,000.00	6,000,000.00	6,000,000.00	6,019,500.00	02/08/2028	A2	3.125	3.100	46,875.00	-	46,875.00
61747WAF6	14224	Morgan Stanley	1,666,666.67	1,682,117.44	1,679,651.89	1,743,966.67	01/25/2021	A3	5.750	5.069	23,958.33	(2,465.55)	21,492.78
Federal Agency Coupon Securities													
3133EFQT7	14361	Fed Farm Credit Bank	2,600,000.00	2,611,642.09	2,611,187.32	2,748,512.00	11/25/2025	AAA	2.700	2.597	17,550.00	(454.77)	17,095.23
Federal Agency Continuously Callable													
3130H0CE1	14567	Farmer Mac	3,556,000.00	3,556,000.00	3,556,000.00	3,573,282.16	05/01/2029	N/A	3.400	3.372	30,226.00	-	30,226.00
3134GAWD2	14510	Fed Home Loan Mortgage Corp	1,500,000.00	1,500,000.00	1,500,000.00	1,498,530.00	11/27/2019	AAA	1.300	1.289	4,875.00	-	4,875.00
Municipal Bonds													
672319CC2	14283	OAKGEN	2,750,000.00	2,737,697.34	2,738,949.87	2,835,772.50	12/15/2021	AA3	3.800	3.967	26,125.00	1,252.53	27,377.53
786091AG3	14316	SACGEN	5,000,000.00	5,328,715.55	5,315,206.69	6,330,850.00	08/01/2025	A3	7.250	5.742	90,625.00	(13,508.86)	77,116.14
Savo Island Loan													
SYS10988	10988	EMPMED	270,000.00	304,000.00	270,000.00	270,000.00	09/01/2025		8.000	7.667	5,874.77	-	5,874.77
Total			\$ 23,342,666.67	\$ 23,720,172.42	\$ 23,670,995.77	\$ 25,020,413.33			3.863	\$ 246,109.10	\$ (15,176.65)	\$ 230,932.45	

Total Investments (Book Value)	\$ 23,670,995.77
Gain/Loss on Investments	<u>1,349,417.56</u>
Total Investments (Market Value)	25,020,413.33
Temporarily Invested with Pooled Cash & Investments	<u>3,711,859.00</u>
Total Pooled Cash and Investments	<u>\$ 28,732,272.33</u>



**Fire Retiree Medical
Fund 949
Interest Earnings
July 1 to September 30, 2019**

Investments September 30, 2019									Interest Earnings July 1 to September 30, 2019					
CUSIP	Investment #	Issuer	Par Value	Beginning Book Value	Ending Book Value	Market Value	Maturity Date	Credit Rating	Current Rate	Annualized Yield	Adjusted Interest Earnings			
											Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings	
Medium Term Notes														
06744CUS8	14531	Barclays Bank PLC	2,000,000.00	2,000,000.00	2,000,000.00	2,006,500.00	02/18/2028	A2	3.125	3.100	15,625.00	-	15,625.00	
6174467X1	14318	Morgan Stanley DW DTC#0015	2,000,000.00	2,049,384.71	2,047,454.79	2,241,180.00	11/24/2025	BAA2	5.000	4.466	25,000.00	(1,929.92)	23,070.08	
61747WAF6	14225	Morgan Stanley	1,666,666.67	1,682,117.44	1,679,651.89	1,743,966.67	01/25/2021	A3	5.750	5.069	23,958.33	(2,465.55)	21,492.78	
Federal Agency Coupon Securities														
3133EFQT7	14362	Fed Farm Credit Bank	2,300,000.00	2,310,298.78	2,309,896.48	2,431,376.00	11/25/2025	AAA	2.700	2.597	15,525.00	(402.30)	15,122.70	
Federal Agency Continuously Callable														
3130H0CE1	14568	Farmer Mac	2,190,000.00	2,190,000.00	2,190,000.00	2,200,643.40	05/01/2029	N/A	3.400	3.372	18,615.00	-	18,615.00	
3130A9WA5	14508	FHLB	500,000.00	500,000.00	500,000.00	498,410.00	04/27/2020	AAA	1.300	1.289	1,625.00	-	1,625.00	
Total			<u>\$ 10,656,666.67</u>	<u>\$ 10,731,800.93</u>	<u>\$ 10,727,003.16</u>	<u>\$ 11,122,076.07</u>					<u>3.532</u>	<u>\$ 100,348.33</u>	<u>\$ (4,797.77)</u>	<u>\$ 95,550.56</u>

Total Investments (Book Value)	\$ 10,727,003.16
Gain/Loss on Investments	<u>395,072.91</u>
Total Investments (Market Value)	11,122,076.07
Temporarily Invested with Pooled Cash & Investments	<u>407,166.00</u>
Total Pooled Cash and Investments	<u>\$ 11,529,242.07</u>



**Police Retiree Medical
Fund 903, 950 and 970
Interest Earnings
July 1 to September 30, 2019**

Investments September 30, 2019								Interest Earnings July 1 to September 30, 2019					
CUSIP	Investment #	Issuer	Par Value	Beginning Book Value	Ending Book Value	Market Value	Maturity Date	Credit Rating	Current Rate	Annualized Yield	Adjusted Interest Earnings		
											Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Medium Term Notes													
06744CUS8	14532	Barclays Bank PLC	2,000,000.00	6,000,000.00	2,000,000.00	2,006,500.00	02/08/28	A2	3.125	3.100	15,625.00	-	15,625.00
6174467X1	14319	Morgan Stanley DW DTC#0015	500,000.00	2,049,384.71	511,863.70	560,295.00	11/24/25	BAA2	5.000	4.466	6,250.00	(482.48)	5,767.52
61747WAF6	14226	Morgan Stanley	1,666,666.67	1,682,117.44	1,679,651.89	1,743,966.67	01/25/21	A3	5.750	5.069	23,958.33	(2,465.55)	21,492.78
Federal Agency Coupon Securities													
3133EFQT7	14363	Fed. Farm Credit Banks Funding	2,300,000.00	2,611,642.09	2,309,896.48	2,431,376.00	11/25/25	AAA	2.700	2.597	15,525.00	(402.30)	15,122.70
Federal Agency Continuously Callable													
3130HOCE1	14569	Farmer Mac	829,000.00	3,556,000.00	829,000.00	833,028.94	05/01/29	N/A	3.400	3.372	7,046.50	-	7,046.50
3130A9YW5	14511	Federal Home Loan Banks	500,000.00	499,986.94	499,995.28	499,560.00	11/22/19	AAA	1.190	1.187	1,487.50	8.34	1,495.84
Total			\$ 7,795,666.67	\$ 16,399,131.18	\$ 7,830,407.35	\$ 8,074,726.61				3.370	\$ 69,892.33	\$ (3,341.99)	\$ 66,550.34

Total Investments (Book Value)	\$ 7,830,407.35
Gain/Loss on Investments	244,319.26
Total Investments (Market Value)	8,074,726.61
Temporarily Invested with Pooled Cash & Investments	57,974.00
Total Pooled Cash and Investments	\$ 8,132,700.61



Finance Department
Office of the Director

April 27, 2020

To: Budget and Finance Committee
From: Henry Oyekanmi, Director, Finance

Request from the Budget and Finance Committee that the below information be attached to the Investment Reports for FY2019 Fourth Quarter ended June 30, 2019 and for FY2020 First Quarter ended September 30, 2019

From: Oyekanmi, Henry
Sent: Tuesday, March 10, 2020 3:03 PM
To: Droste, Lori <ldroste@cityofberkeley.info>
Cc: Williams-Ridley, Dee <DWilliams-Ridley@cityofberkeley.info>
Subject: FW: Request

Hi CM Droste-please see my responses in red. Thank you

From: Droste, Lori
Sent: Tuesday, March 03, 2020 3:10 PM
To: Oyekanmi, Henry <HOyekanmi@cityofberkeley.info>; Williams-Ridley, Dee <DWilliams-Ridley@cityofberkeley.info>
Subject: Fwd: Request

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From: Gordon Wozniak <gordonwozniak@gmail.com>
Sent: Tuesday, March 3, 2020 2:31:00 PM
To: Droste, Lori <ldroste@cityofberkeley.info>; Harrison, Kate <KHarrison@cityofberkeley.info>
Subject: Request

Dear Lori and Kate,
I'm writing to you in your capacity as Chairs of the Budget & Finance Policy and the Facilities, Infrastructure, Transportation, Environment & Sustainability Policy Committees.

I would like to bring to your attention Items 29 & 30 on the [Information Calendar](#) for the March 10, 2020 City Council meeting. See Fig. 1 below attachment.

First - Over the last two decades, the value of the Investment Portfolio has increased from ~\$100 Million to \$450 Million.

Currently, Investment Portfolio is twice the size of the City's annual General Fund Budget (~\$200 M/yr) and comparable to the City's Total Annual budget of ~\$450 M/yr.

and yet the Council does not regularly review this very large pot of money is used or even came into being.

First of all, it is not appropriate to take one asset type (or even all the assets) on the Balance Sheet and assume that there is a "very large pot of money" without considering the liabilities reported in each of the funds and the large liabilities (i.e. pension liabilities and OPEB liabilities) that GASB does not allow to be reflected on governmental fund Balance Sheets. If one wants to get a picture of money available (or not available) in the City, the Government-wide Statement of Net Position would be a better place to look because it considers all the assets (including infrastructure that cannot be converted to cash/investments) and all of the liabilities, including pension and OPEB liabilities. That said, following is a table that summarizes the increase in the cash/investments balances from FY 2008 to FY2019, by major fund/fund type:

Cash and Investment Balances Reported in CAFR- FY 2008 vs FY

2019

	June 30, 2008	June 30, 2019	Increase	Comments
General Fund	\$62,483,357	\$107,359,937	\$44,876,580	TRAN=\$14,418,833; Stabilization Reserve Fund=\$20,022,922; Catastrophic Reserve Fund=\$16,622,481. Total =\$51,064,236
Grant Funds	6,717,731	23,924,312	17,206,581	
Library Fund	2,896,462	12,650,407	9,753,945	
Capital Improvement Fund	8,042,560	11,733,511	3,690,951	
Other Special Revenue Funds	17,995,092	89,611,935	71,616,843	
Other Capital Project Funds	12,355,124	35,454,624	23,099,500	
Debt Service Funds	5,706,481	11,526,275	5,819,794	
Total Governmental Funds	116,196,807	292,261,001	176,064,194	
Enterprise Funds		81,956,522	42,199,175	

	39,757,347			
Internal Service Funds	19,594,626	61,813,068	42,218,442	
Total Proprietary Funds	59,351,973	143,769,590	84,417,617	
Total Excluding Trust Funds and Rent Board	\$ 175,548,780	\$436,030,591	\$260,481,811	

As you can see, the overwhelming majority of the increase came from funds other than the General Fund or the Capital Improvement Fund. Furthermore, the amounts set aside to pay TRAN (\$14,418,833), the amount in the Stabilization Reserve Fund (\$20,022,922), and the amount in the Catastrophic Reserve Fund (\$16,622,481), or a total of \$51,064,236 is greater than the \$44,876,580 increase in the General Fund increase in cash/investments since FY 2008.

The difference between the cash/investments total above at June 30, 2019 (\$436,030,591) and the cash/investments on the quarterly investment report for the same date is the balance for the Rent Board and trust and agency funds other than the Retiree Medical Trust Funds (Miscellaneous, Police and Fire) that are separately shown in the quarterly investment reports.

Second, In FY2018, the Investment Portfolio generated Investment earnings of \$3,563,720, whereas in FY2019, it generated earnings of \$12,452,394. See Fig. 3 It would be interesting for the Council to understand why the Investment earning increased by almost a factor of four in a single year. Was it due to the recent changes in the City's Investment Policy and could further changes lead to even increased returns? Or is there some other explanation.

First of all, Investment Income is not the same as Interest Income. Investment Income includes (1) Interest Income received in cash; (2) + or – the increase in accrued Interest Receivable collected on or before August 31st; and (3) + or- the increase in the fair value of the investments. The Investment Income for FY 2018 and FY 2019 are calculated below. The FY 2019 total should have been \$12,912,033 as \$459,638 of Interest Income was incorrectly classified as Rental Income

	Cash Interest Income	Accrued Int. Receivable	Change in Invest. Value	Investment Income
FY 2018	\$4,936,358	\$1,108,794	(\$2,478,432)	\$3,563,720
FY 2019	7,926,499	(21,743)	5,007,277	12,912,033

The Interest Income portion in FY 2019 (\$7,926,499) actually increased approximately 61% from that of FY 2018 (\$4,936,358), and that was due to a significant increase in the City's long-term and short-term interest rates as summarized below:

Monthly Interest Rates on Long-Term Portion of Portfolio-FY 2018

July 2017	August 2017	September 2017	October 2017	November 2017	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018
1.229%	1.328%	1.251%	1.188%	1.223%	1.086%	1.286%	1.477%	1.41%	1.583%	1.567%	1.6

Monthly Interest Rates on Long-Term Portion of Portfolio-FY 2019

July 2018	August 2018	September 2018	October 2018	November 2018	December 2018	January 2019	February 2019	March 2019	April 2019	May 2019	June 2019
1.781%	1.856%	1.972%	1.952%	2.058%	2.005%	2.144%	2.311%	2.129%	2.172%	2.271%	2.364%

Monthly Interest Rates on Fidelity Overnight Portion of Portfolio-FY 2018

July 2017	August 2017	September 2017	October 2017	November 2017	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018
.9035%	.9419%	.9311%	.9764%	.9789%	1.1918%	1.2573%	1.3028%	1.4216%	1.5637%	1.6962%

Monthly Interest Rates on Fidelity Overnight Portion of Portfolio-FY 2019

July 2018	August 2018	September 2018	October 2018	November 2018	December 2018	January 2019	February 2019	March 2019	April 2019	May 2019
1.8456%	1.8726%	1.8808%	2.10762%	2.0983%	2.2675%	2.3596%	2.1387%	2.3810%	2.3142%	2.364%

Third, the Investment Income credited to the General Fund in FY2019 was \$6,914,450, whereas the total Investment Income from All Funds was \$12,452,394. A natural question would be to ask for an annual report to the Council on the disbursement of all of these Investment Returns to individual department budgets.

If you look deeply in the CAFR you will find bits and pieces of where these funds go, but no overall report of the disbursements that a non-CPA could understand.

For example, In FY2019

Measure T1 = \$888,910

Zero Waste = \$838,695

Sanitary Sewer = \$852,581

Clean Water = \$74,186

Permit Center = \$281,203

To increase budget transparency, it would be very helpful to have an annual report to Council on how the Investment Income was distributed and what it was spent on.

Again, you are making the assumption that this is the total amount of Interest Income received in cash by the City during the fiscal year (since the City budgets revenue using the cash basis). It is not. The only amount that can be budgeted is the amount of Interest Income received on the cash basis (in FY 2018 and in FY 2019 shown above). Governmental Accounting Standards Board Statement 31 requires state and local governments to mark-investments-to-market as of the end of the fiscal year. However, since the City holds its investments to maturity, it never actually receives market value for the investments; it only receives the par value or the price paid for the securities.

Fourth, why is the total cash value of the Investment Portfolio (IP) increasing? I believe that City pays out all of the Investment Returns to various accounts, but have never seen this policy in writing. If all returns are paid out, then the only way that the IP can continue to increase if there are new funds coming in.

This would mean that the City is regularly running substantial surpluses and these surpluses are parked in the IP.

I realize that this scenario is contrary to the one regularly put forth by the City Manager that fiscally expenses are outrunning revenues and the City has a structural deficit. This doomsday scenario is contradicted by the recent bond upgrading by [Moody's which stated that for the last five fiscal years, the City General Fund revenues had exceed expenses by an average of 8%](#). If one looks at the audited "actuals" in the City's 2019CAFR, you also see sizable surpluses for ALL Funds as well. See Fig. 3Item 29 is a report on the City's Investment Portfolio for the 4th Quarter of FY19/19 and Item 30 is the same report for the 1st quarter of FY2019/20.

Again, GASB does not allow long-term liabilities such as pension liabilities and OPEB liabilities to be reflected in governmental funds. Any analysis that just looks at governmental funds is ignoring unfunded pension and OPEB liabilities.

These two items contain very important financial information that should be reviewed and discussed by the City Council and not buried on the Information Calendar. Thus, I'm requesting that you pull the items and refer them to your respective Council Committees for review. .

Fiscal Year
2018 2019

Total Revenues

\$406,374,714 \$456,975,008

Total Expenses

\$387,216,873 \$426,981,960

If you would like to discuss this matter further, I'd be happy to meet with you individually or together.



Communications

All communications submitted to the City Council are public record. Communications are not published directly to the City's website. Copies of individual communications are available for viewing at the City Clerk Department and through Records Online.

City Clerk Department

2180 Milvia Street
Berkeley, CA 94704
(510) 981-6900

Records Online

<http://www.cityofberkeley.info/recordsonline>

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