



AGENDA

SPECIAL CITY COUNCIL MEETING *(not televised)*
Tuesday, September 17, 2019 – 6:00 p.m.
Hillside Conference Room

REGULAR CITY COUNCIL MEETING
Tuesday, September 17, 2019 – 7:00 p.m.
City Council Chambers

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

Rochelle Pardue-Okimoto – Mayor

Mayor Pro Tem Greg Lyman
Councilmember Paul Fadelli

Councilmember Janet Abelson
Councilmember Gabriel Quinto

6:00 PM ROLL CALL - CONVENE SPECIAL CITY COUNCIL MEETING

1. ORAL COMMUNICATIONS FROM THE PUBLIC

*All persons wishing to speak should sign up with the City Clerk. Remarks are typically limited to 3 minutes per person and **limited to items on the special meeting agenda only**. The Mayor may reduce the time limit per speaker depending upon the number of speakers*

2. CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION *Pursuant to Government Code Section 54956.9(d)(1)*

Name of Case: Perez v. City of El Cerrito (Contra Costa County Superior Court Case No. C19-01729)

Contact: Sky Woodruff, City Attorney, City Management

3. CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION *Pursuant to Government Code Section 54956.9(d)(2)*

Significant Exposure to Litigation: Two Potential Cases

Contact: Sky Woodruff, City Attorney, City Management

4. ADJOURN 6:00 PM SPECIAL CITY COUNCIL MEETING

7:00 PM ROLL CALL – CONVENE REGULAR CITY COUNCIL MEETING

1. **PLEDGE OF ALLEGIANCE TO THE FLAG OR OBSERVATION OF MOMENT OF SILENCE – Mayor Pardue-Okimoto**

2. **PRESENTATIONS**

A. **2019 E.C.S.T.A.R.S Internship Program Presentation**

Action Proposed: Receive and file a presentation regarding the 2019 El Cerrito Students Training and Ready for Success (“EC STARS”) Internship Program.

Contact: Kristen Cunningham, Human Resources Manager, City Management

3. **COUNCIL/STAFF COMMUNICATIONS**

Reports of closed session, commission appointments and informational reports on matters of general interest which are announced by the City Council and staff.

4. **ORAL COMMUNICATIONS FROM THE PUBLIC**

All persons wishing to speak should sign up with the City Clerk. Remarks are typically limited to 3 minutes per person. The Mayor may reduce the time limit per speaker depending upon the number of speakers. Kindly state your name and city of residence for the record. Comments regarding non-agenda, presentation and consent calendar items will be heard first. Comments related to items appearing on the Public Hearing or Policy Matter portions of the Agenda are taken up at the time the City Council deliberates each action item. Individuals wishing to comment on any closed session scheduled after the regular meeting may do so during this public comment period or after formal announcement of the closed session.

5. **ADOPTION OF THE CONSENT CALENDAR**

All items on the consent calendar shall be acted upon in one motion, unless a member of the City Council or staff request separate consideration.

A. **Hispanic Heritage Month Proclamation**

Action Proposed: Pass a motion to approve a proclamation designating September 15 through October 15, 2019 as Hispanic Heritage Month.

Contact: Kristen Cunningham, Human Resources Manager, City Management

B. **National Suicide Prevention Month Proclamation**

Action Proposed: Pass a motion declaring September as Suicide Prevention Awareness Month in El Cerrito.

Contact: Maya Williams, Assistant to the City Manager, City Management

C. **Fifth Amended and Restated Joint Exercise of Powers Agreement for the West Contra Costa Integrated Waste Management Authority**

Action Proposed: Adopt a resolution approving the Fifth Amended and Restated Joint Exercise of Powers Agreement for the West Contra Costa Integrated Waste Management Authority, to which the City of El Cerrito is a party, and authorizing the Mayor to execute the Agreement.

Contact: Yvetteh Ortiz, Public Works Director/City Engineer

D. Agreement with the West Contra Costa Unified School District Regarding Funding of School Resource Officers

Action Proposed: Adopt a resolution authorizing the City Manager to enter into an agreement with the West Contra Costa Unified School District (WCCUSD) to partially fund two School Resource Officer Positions.

Contact: Paul Keith, Chief of Police, Police Department

E. Authorization of Predevelopment Loan with Mayfair Affordable, LLC, for Development of the Mayfair Block *CEQA review covered by EIR prepared for the San Pablo Specific Plan*

Action Proposed: Adopt a resolution authorizing the City of El Cerrito to enter into a Predevelopment Loan Agreement with the non-profit developer, Mayfair Affordable, LLC (Developer) an affiliate of BRIDGE Housing Corporation, for that certain property located at 11690 San Pablo Avenue and 1925 Kearney Street - APN 502-062-031 - (Project) for predevelopment activities related to the development of 67 affordable housing units.

Contact: Aissia Ashoori, Housing Analyst; Melanie Mintz, Community Development Director, Community Development

F. Urban Forest Committee Appointment

Action Proposed: Pass a motion to approve an Urban Forest Committee recommendation to appoint Robin Mitchell to the Committee, effective September 17, 2019.

Contact: Stephen Prée, Environmental Programs Manager/City Arborist; Yvetteh Ortiz, Public Works Director/City Engineer, Public Works Department

G. Formation of a Climate Action Subcommittee

Action Proposed: Pass a motion to form a City Council ad hoc subcommittee on climate action goals, consisting of Councilmember Abelson and Mayor Pro Tem Lyman.

Contact: Karen Pinkos, City Manager, City Management

6. PUBLIC HEARINGS

A. Amendment to the Development Agreement for the 1715 Elm Street Project *Notice published 9/6/2019, MND previously adopted, this action does not require further CEQA review.*

Action Proposed: Pass a motion to introduce by title and waive the first reading of an ordinance to approve an amendment to the Development Agreement for the 1715 Elm Street project to extend the term of the Agreement for five years, subject the project to Chapter 19.30: Inclusionary Zoning of the El Cerrito Municipal Code, and authorize the City Manager to execute the amendment.

Contact: Sean Moss, Planning Manager; Melanie Mintz, Community Development Director, Community Development Department

7. POLICY MATTERS

A. Approval of the City of El Cerrito Green Infrastructure Plan *Exempt from CEQA (CEQA Guidelines §15307, Class 7)*

Action Proposed: Adopt a resolution approving the City of El Cerrito's Green Infrastructure Plan as required by the City's National Pollution Discharge Elimination System Municipal Regional Stormwater Permit.

Contact: Will Provost, Acting Operations + Environmental Services Division Manager Yvetteh Ortiz, Public Works Director/City Engineer

8. CITY COUNCIL LOCAL & REGIONAL LIAISON ASSIGNMENTS

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

9. ADJOURN REGULAR CITY COUNCIL MEETING

The next regularly scheduled City Council meeting is Tuesday, October 1, 2019 at 7:00 p.m. in the City Council Chambers, 10890 San Pablo Avenue, El Cerrito.

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

- Council Meetings can be heard live on FM Radio, KECG – 88.1 and 97.7 FM and viewed live on Cable TV - KCRT- Channel 28 and AT&T Uverse Channel 99. The meetings are rebroadcast on Channel 28 the following Thursday and Monday at 12 noon, except on holidays. Live and On-Demand Webcast of the Council Meetings can be accessed from the City's website <http://www.el-cerrito.org/streamingmedia> and is streamed with closed caption. Copies of the agenda bills and other written documentation relating to items of business referred to on the agenda are on file and available for public inspection in the Office of the City Clerk, at the El Cerrito Library and posted on the City's website at www.el-cerrito.org prior to the meeting.
- In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk, (510) 215-4305. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title I).
- ***The Deadline for agenda items and communications*** is eight days prior to the next meeting by 12 noon, City Clerk's Office, 10890 San Pablo Avenue, El Cerrito, CA. Tel: 510-215-4305 email cityclerk@ci.el-cerrito.ca.us
- IF YOU CHALLENGE A DECISION OF THE CITY COUNCIL IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE COUNCIL MEETING. ACTIONS CHALLENGING CITY COUNCIL DECISIONS SHALL BE SUBJECT TO THE TIME LIMITATIONS CONTAINED IN CODE OF CIVIL PROCEDURE SECTION 1094.6.
- The City Council believes that late night meetings deter public participation, can affect the Council's decision-making ability, and can be a burden to staff. City Council Meetings shall be adjourned by 10:30 p.m., unless extended to a specific time determined by a majority of the Council.



AGENDA BILL

Agenda Item No. 2(A)

Date: September 17, 2019
To: El Cerrito City Council
From: Kristen Cunningham, Human Resources Manager
Subject: Presentation on the 2019 EC STARS Internship Program

ACTION REQUESTED

Receive a presentation regarding the 2019 El Cerrito Students Training and Ready for Success ("EC STARS") Internship Program. Kristen Cunningham and representatives from West Contra Costa County School District (WCCUSD) will provide an overview and the interns will speak briefly about their experience over the summer.

BACKGROUND

2019 is the seventh year of the El Cerrito Students Training and Ready for Success Program, also known as EC STARS. The program is a summer internship program in partnership with the Information Technology and the Media Academies at El Cerrito High School. This year, there were five interns working in the following City Departments:

2019 EC STARS		
Department/Division	Intern	Mentor(s)
City Manager's Office	Michelle Li	Maya Williams
Fire Department	Vonne Ng Bader	Damien Carrion Joe Grupalo
Information Technology	Aaradhya Poudyal	Eric Ng
Police	Jullisa Rodriguez	Sgt. David Wentworth Lt. Steve Bonini
Public Works	Jessenia Ponce	Laurenteen Brazil
Recreation	Anna Madrid	Bridget Cooney

ANALYSIS

The EC STARS program continues to offer students learning opportunities in a variety of fields, while enriching public service for the City. The primary goal of the EC STARS Internship Program is to have a positive impact on youth by connecting them to local government employment through skill building. City staff strives to ensure that the students have a clear understanding of basic employment rules and requirements, employer goals and expectations, and obtain the necessary information to perform well in a structured educational setting as well as on the job.

The program strives to:

- Enhance the basic educational skills of the students
- Encourage school completion
- Offer part-time work
- Expose youth to career options and opportunities
- Direction to enter into career paths
- Divert youth from anti-social behavior
- Assist youth with inter-personal relations
- Enhance other 21st Century skills

STRATEGIC PLAN CONSIDERATIONS

The EC STARS program helps to achieve a number of strategies identified in the City's strategic Plan. The program strengthens the City's relationship with El Cerrito High School – an objective for both Goal A, "Deliver exemplary government services" and Goal C, "Deepen a sense of place and community identity."

The program also indirectly helps to recruit a talented workforce (an objective of Goal A) by providing local youth the opportunity to experience working for the City and learning about career opportunities in local government. The program also encourages civic involvement by youth, another objective of Goal C.

Reviewed by:



Karen Pinkos
City Manager

EL CERRITO CITY COUNCIL PROCLAMATION

Designating September 15, 2019 – October 15, 2019 as Hispanic Heritage Month

WHEREAS, Each year, the federal government and local governments observe National Hispanic Heritage Month as the period from September 15 to October 15, by recognizing and celebrating the histories, cultures, and contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean and Central and South America; and

WHEREAS, September 15th is significant as a starting date for Hispanic Heritage month because it is the anniversary of independence for the Latin American countries of Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. In addition, Mexico and Chile celebrate their independence on September 16th and September 18th respectively; and

WHEREAS, Hispanics are the largest ethnic group in the State of California and at nearly 17% of the United States population, make up the largest ethnic or race minority group in America; and

WHEREAS, Hispanics have made innumerable contributions to the El Cerrito community and it is important the City recognize and celebrate the diverse histories and cultures of the Hispanic population.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of El Cerrito does hereby proclaim the period of September 15, 2019 – October 15, 2019 as Hispanic Heritage Month in the City of El Cerrito in recognition of the many contributions Hispanics have made both locally and nationally, and to promote greater awareness of the rich history and culture of the Hispanic community.

Dated: September 17, 2019

Rochelle Pardue-Okimoto, Mayor

EL CERRITO CITY COUNCIL PROCLAMATION

Declaring September as Suicide Prevention Awareness Month in El Cerrito

WHEREAS; September is known around the United States as “National Suicide Prevention Awareness Month”, most of us are quite aware of suicide. Suicide Prevention Awareness Month is intended to help promote and give attention to the Suicide Prevention services available to us and our community. The goal is to speak openly about the topic of suicide to help erase the stigma surrounding it, and to direct those in need to the appropriate support services; and

WHEREAS; Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and

WHEREAS; According to the American Foundation for Suicide Prevention, more than 47,000 people died by suicide in the year 2017; and

WHEREAS; Suicide is the 10th leading cause of death among adults in the US, and nearly 20% of all suicides were completed by people ages 45-54; and

WHEREAS; El Cerrito, California is no different than any other community in the country, but chooses to publicly state and place our full support behind local educators, mental health professionals, athletic coaches, pack leaders, police officers, and parents, as partners in supporting our community in simply being available to one another; and

WHEREAS; local organizations like the Contra Costa Crisis Center and national organizations like the National Alliance on Mental Illness and the American Foundation for Suicide Prevention are on the front lines of a war that many still refuse to discuss, as suicide and mental illness remain too uncomfortable of a topic to talk about; and

WHEREAS, every member of our community should understand that throughout life’s struggles we all need the occasional reminder that we are all fighting our own battles; and

WHEREAS, the City Council of the City of El Cerrito encourages all residents to take the time to check in with their family, friends, and neighbors on regular basis and to honestly communicate their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer.

NOW, THEREFORE, be it resolved, the City Council of the City of El Cerrito, does hereby proclaim the month of September 2019, as National Suicide Prevention Awareness Month in the City of El Cerrito.

Dated: September 17, 2019

Rochelle Pardue-Okimoto, Mayor



AGENDA BILL

Agenda Item No. 4(C)

Date: September 17, 2019
To: El Cerrito City Council
From: Yvetteh Ortiz, Public Works Director/City Engineer
Subject: Fifth Amended and Restated Joint Exercise of Powers Agreement for the West Contra Costa Integrated Waste Management Authority

ACTION REQUESTED

Adopt a resolution approving the Fifth Amended and Restated Joint Exercise of Powers Agreement for the West Contra Costa Integrated Waste Management Authority, to which the City of El Cerrito is a party, and authorizing the Mayor to execute the Agreement.

BACKGROUND

The City of El Cerrito currently provides solid waste services to El Cerrito residents and businesses, which consist of the following three major components:

- Garbage and Green Waste Collection by the City's franchised waste hauler, East Bay Sanitary (EBS)
- Processing and Disposal (Post-Collection) by Republic Services for garbage, green waste, household hazardous waste (HHW), and other waste types through the services and facilities of the Golden Bear Transfer Station, Keller Canyon Landfill, West Contra Costa Sanitary Landfill, and West County Resource Recovery
- Recycling Collection and Integrated Waste Management (IWM) Services by the City, including curbside recycling collection and daily operations and waste reduction and recycling services of the El Cerrito Recycling + Environmental Resource Center (RERC)

Several of these processing and disposal services are covered by the City's membership in the West Contra Costa Integrated Waste Management Authority, a joint powers authority formed by the Cities of El Cerrito, Hercules, Pinole, Richmond and San Pablo (member agencies) in 1991 and commonly known as RecycleMore. Contra Costa County is also a participant in RecycleMore, but is not a voting member. RecycleMore is responsible for ensuring that its members and most unincorporated areas of West Contra Costa County are in compliance with the California Integrated Waste Management Act (Act, also known as AB 939), as well as subsequent related laws and regulations regarding the collection and processing of waste in West Contra Costa County. In addition, RecycleMore is responsible for managing regional household hazardous waste (HHW) collection programs and other outreach and education to residents, businesses, schools, and community groups.

El Cerrito is different from other member agencies in that we provide and manage many of our own services including our own recycling collection and programs, customer engagement and education programs, and separate garbage and green waste collection agreement with EBS and post-collection agreement (PCA) with Republic Services. Collection services for other member agencies are provided by Republic Services through agreements with each of those agencies, while RecycleMore currently contracts with Republic Services for post-collection services on behalf of its other member agencies, except for the City of El Cerrito.

RecycleMore provides the following key services to the City:

- HHW Services (Wednesday through Saturday service at 101 Pittsburg Avenue in Richmond; and Tuesday service at the RERC)
- Auditing and Regulatory Compliance Due Diligence of Republic Services
- Mandated AB 939 Reporting
- Outreach and education to WCCUSD employees and students, as mandated by CalRecycle

The governing document for the operation of RecycleMore is the Joint Exercise of Powers Agreement (JEPA). The member agencies entered into the original agreement to meet the Act's recycling requirements and develop an Integrated Resource Recovery Facility (IRRF). The JEPA was last amended in 2011. In December 2015, the RecycleMore Board directed RecycleMore staff to develop a timeline and prioritized topics for updating the JEPA. In early 2016, the Board directed RecycleMore staff to update the JEPA to reflect the fact that activities related to managing and funding the IRRF were complete. In addition, the Board wanted to explore the potential for Contra Costa County to join as a voting member, the number of Board Directors per member agency, and the withdrawal process for member agencies.

Since early 2016, RecycleMore Board Directors, RecycleMore Technical Advisory Committee representatives (staff from member agencies), and City Attorneys have been working on updating the JEPA through a series of Board workshops and meetings and review of several draft versions of the JEPA. In September 2017, in an effort to assist with the process of updating the JEPA, the RecycleMore Board accepted a proposal from the City Managers of the member agencies to task them with developing a framework for core services and governance structure that would maximize the regional benefits of RecycleMore. In December 2017, the City Managers jointly presented the preliminary framework to the Board, which then finalized and approved the framework in January 2018.

The intent of the City Managers' framework was to focus RecycleMore on core services that would increase diversion to meet State mandates, improve quality of service, and effectively manage rates and the post-collection agreement. The framework aimed to avoid non-core programs, services, and projects (non-core services) unless there was unanimous agreement between RecycleMore Board Directors. The purpose and core services of RecycleMore are described in Section 2 of the updated JEPA and are prioritized in five areas, as recommended by the City Managers, as follows:

- Ensuring member agencies are in compliance with State laws including AB 939 (recycling diversion levels), AB 341 (mandatory commercial recycling), AB 1826 (mandatory organics collection), SB 1383 (short-lived climate pollutants: methane emissions, organic wastes, and landfills)
- Managing the Post-Collection Recycling and Disposal Services Contract
- Implementing Household Hazardous Waste (HHW) Programs
- Providing Community Outreach and Education
- Providing Legislative Updates

In addition, this framework included a voting structure of one voting representative per member agency reducing Richmond's voting representatives from three to one. To address the concerns of Richmond regarding equal voting and the impacts on financial decisions, given its large size and financial contribution relative to the other members, the City Managers agreed to unanimous voting requirements for several items including rate setting.

Despite approval of the framework, during 2018 through 2019, several issues continued to be unresolved, most significantly those pertaining to voting representatives and withdrawal. Over the last few months, the RecycleMore Board, Legal Counsel, RecycleMore staff, City Managers, and City Attorneys focused on resolving these issues and further clarifying the updated JEPA.

On July 18, 2019, the RecycleMore Board approved the updated JEPA on a six to one vote, with the San Pablo Board Director dissenting.

ANALYSIS

This Fifth Amendment and Restatement to the JEPA represents the best efforts of the RecycleMore Board, Legal Counsel, RecycleMore staff, City Managers, City Attorneys and member agency staff to provide a document to support the purpose and core services of RecycleMore and to protect the interests of each member agency. After more than three years of negotiations, this updated JEPA is designed to balance the interests of all parties and provide a positive way forward for West County in our efforts to report, as a single entity, the annual regional compliance with State laws and regulations related to material diversion from landfills and promoting material reuse and recycling; implement regional waste reduction and recycling diversion programs; increase the diversion of waste from disposal facilities; oversee an IRRF to achieve member's waste diversion goals; and arrange for the for the processing and disposal of remaining waste. The most difficult issues to resolve through the negotiation of this updated JEPA related to how the votes to take major actions would be weighed (given the Board make-up of one large city and four smaller cities), how a member agency could withdraw, and how RecycleMore could be terminated by the member agencies.

Key terms of the updated JEPA are described below.

- *Member Liability - Section 3.2:* Confirm a member agency is still financially liable for Board actions where member's representative did not vote for those actions.

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- *Board Structure - Section 7.2:* Retain current Board governance structure of seven voting Board Directors including three from Richmond and one from each of the other member cities (El Cerrito, Hercules, Pinole, and San Pablo).
- *Power related to Fees - Section 5.3:* Require unanimous voting threshold for levy of “pass-through” fees.
- *Power related to Facilities - Section 5.4:* Confirm RecycleMore has the power, but only subject to additional prior written authorization by the legislative body of each affected member agency, to acquire, construct, etc. a new facility and to finance with bonds; Provide a procedure to create and “opt-in” for use and financial liability of a new facility; and Confirm RecycleMore does not have the power of eminent domain.
- *Reserves - Section 8.9:* Require a unanimous vote of the Board for any change to the Reserve Policy.
- *Approved Rates - Section 12.4:* Clarify calculation of proportional share of costs based on Post-Collection Agreement. The calculation captures only materials that are processed through Republic facilities. This is particularly important for El Cerrito which does not send recyclable materials to Republic facilities. El Cerrito’s current share of RecycleMore operating expenses is approximately 7.8 percent. The share changes slightly from year to year based on annual tonnage reports submitted by Republic Services.
- *Rate Setting - Section 12.5:* Require a unanimous vote of the Board for any change to the rate setting methodology, no matter how small.
- *Apportionment of Penalties - Section 13.1:* Provide for penalty allocation based on solid waste tonnage.
- *Withdrawal - Section 15:* Any member agency can withdraw from RecycleMore with 180 days written notice; RecycleMore budget to be modified to reflect the withdrawal; Pro-rata share of future liabilities of the withdrawing member calculated and due to RecycleMore; and Excess reserves calculated, per the Reserve Policy, and pro-rata share disbursed to the withdrawing agency.
- *Future Amendments - Section 16.1:* Once this updated JEPA is executed, it may only be amended by a written instrument approved by a majority of the Directors, which then shall be approved by all of the legislative bodies of the member agencies.

- *Dissolution - Section 16.2:* Once this updated JEPA is executed, termination of the JEPA, or other action leading to dissolution of RecycleMore, may only be effectuated through adoption of a resolution by a minimum 2/3 vote of all Directors, which then shall be approved by a minimum of 2/3 of the legislative bodies of member agencies. Given the current membership and Board seats, to reach the 2/3 threshold, five Directors and four member agencies would have to vote to adopt the resolution.

The updated JEPA continues to recognize in various provisions, including calculation of rates, that El Cerrito's Recycling & Environmental Resource Center (RERC) preexisted the formation of RecycleMore and that the JEPA does not pertain to the materials collected at the RERC and materials collected through or by the City, and also recognizes that RecycleMore is not empowered to require the City to so direct any solid waste collected by its collector or the City. It further recognizes that El Cerrito must equally benefit from RecycleMore staff efforts, particularly in terms of compliance with CalRecycle mandates for multi-family and commercial recycling and organics outreach and education. In order to move RecycleMore forward in its efforts to comply with applicable State laws and regulations, as well as the other core services defined in the updated JEPA, it is recommended that the City Council adopt a resolution authorizing the Mayor to execute the Fifth Amended and Restated JEPA.

STRATEGIC PLAN CONSIDERATIONS

Approval of the updated JEPA is consistent with Goal F - *Foster environmental sustainability citywide* of the City's Strategic Plan. Specifically, it will result in the continuation of waste diversion and reduction programs provided to the City by RecycleMore, which is consistent with the "Reducing the amount of waste generated in El Cerrito" strategy under Goal F.

ENVIRONMENTAL CONSIDERATIONS

The requested action does not constitute a "Project" under the California Environmental Quality Act (CEQA) and therefore is exempt from any further consideration under CEQA.

FINANCIAL CONSIDERATIONS

The recommended action preserves the financial status quo and thus has no direct fiscal impact at this time. However, should any of the RecycleMore member agencies elect to withdraw given the simplified withdrawal process, there could be a negative impact to the remaining agencies and the City would likely need to reconsider its membership in RecycleMore.

The City's share of the RecycleMore operating expenses is based on a price per ton of El Cerrito waste processed through Republic facilities (i.e., Golden Bear Transfer Station). This cost is similar to the price per ton paid by other member agencies through their post-collection agreement, as established each calendar year by the RecycleMore Board during its rate setting process. For Calendar Year 2019, El Cerrito's share is estimated to be \$79,400. Since 2014, the City Council has authorized payment of El Cerrito's share of

RecycleMore operating expenses through the City's Integrated Waste Management (IWM) Fund, rather than from fees collected and remitted by Republic Services directly to RecycleMore. Thus, these payments are computed as part of the City's annual IWM fee setting process prior to the start of each calendar year.

In addition, El Cerrito ratepayers pay post-collection rates charged by Republic Services for the disposal and processing of solid waste, green waste, HHW, and other waste types through the services at its facilities. For Calendar Year 2019, the amount estimated to be paid by El Cerrito ratepayers is \$83,720. Including the annual payment by the City described above, the total cost of El Cerrito's membership in RecycleMore is approximately \$163,000. Based on City staff's preliminary evaluation, the estimated cost for the City to provide similar services, most importantly HHW services, would be more than this although the actual cost would still need to be determined. On the other hand, the other services provided by RecycleMore, specifically in terms of compliance with CalRecycle mandates for multi-family and commercial recycling and organics outreach and education, need to be better balanced across member agencies as noted in the JEPA to reflect the financial contribution of each member agency, specifically El Cerrito.

In summary, at this time, the costs for membership in RecycleMore are commensurate with the benefits received by the City.

LEGAL CONSIDERATIONS

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

Reviewed by:



Karen Pinkos
City Manager

Attachments:

1. Resolution
Exhibit A - Fifth Amended and Restated Joint Exercise of Powers
Agreement

RESOLUTION 2019-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO APPROVING THE FIFTH AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR THE WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY, TO WHICH THE CITY OF EL CERRITO IS A PARTY, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the West Contra Costa Integrated Waste Management Authority ("the Authority") is a joint powers authority organized pursuant to the Joint Exercise of Powers Act, Government Code section 6500 et seq. and the California Integrated Waste Management Act of 1989 at California Public Resources Code section 40000 et seq. ("the Act"); and

WHEREAS, the membership of the Authority is comprised of the Cities of El Cerrito, Hercules, Pinole, Richmond and San Pablo (collectively, the "Members"); and

WHEREAS, the Authority was formed in 1991 and the Joint Exercise of Powers Agreement that created the Authority (the "JEPA") was last amended in 2011; and

WHEREAS, pursuant to the JEPA, the Members formed the Authority to: (i) form a regional agency for reporting purposes under the Act; (ii) implement regional waste reduction and recycling diversion programs; (iii) increase the diversion of waste from disposal facilities; and (iv) develop an integrated resource recovery facility ("IRRF") ; and

WHEREAS, the Authority has recognized the need to update and revise the JEPA, namely, because the prior iterations of the JEPA addressed IRRF bonds, development and operation and the Authority's involvement with these activities has now concluded, the JEPA required amendment to remove provisions relating to those matters; and

WHEREAS, the Authority continues to operate as a regional agency and to manage post-collection processing and disposal activities of the Members, thus, the updated and updated JEPA is consistent with those activities and provides a structure for the Authority to both meet new legislative mandates and provide the necessary flexibility to address Members' needs; and

WHEREAS, Members through their Councilperson representative on the Board as well as through their City Attorneys, their City Managers and other City staff have had multiple opportunities to review and contribute to the updated JEPA; and

WHEREAS, the updated JEPA maintains the current governance structure, simplifies withdrawal for Members, defines the core services to be provided by the Authority, and requires a unanimous vote to approve projects outside of the core services and for all financial matters, including any future changes to rate setting methodology and the reserve policy;

WHEREAS, the updated JEPA continues to recognize that El Cerrito's Recycling & Environmental Resource Center (RERC) preexisted the formation of the Authority and that the JEPA does not pertain to the materials collected at the RERC and materials collected through or by the City, and also recognizes that the Authority is not empowered to require the City to so direct any solid waste collected by its collector or the City; and

WHEREAS, the City desires to continue its participation in the Authority; and

WHEREAS, pursuant to Section 19.1 of current iteration of the JEPA, it can only be amended if it is approved by a majority of the Members' representing a majority of the Board of Directors' seats.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby resolves, declares, determines and orders as follows:

Section 1. The foregoing recitals are true, correct, and incorporated herein by reference.

Section 2. The Mayor is authorized to execute the Fifth Amended and Restated Joint Exercise of Powers Agreement subject to approval as to form by the City Attorney for which is attached as Exhibit A to this Resolution and to take any other action consistent with the intent of this Resolution.

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

I CERTIFY that at a regular meeting on September 17, 2019 the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on September XX, 2019.

Holly M. Charléty, City Clerk

APPROVED:

Rochelle Pardue-Okimoto, Mayor

**FIFTH AMENDMENT AND RESTATEMENT
JOINT EXERCISE OF POWERS AGREEMENT
OF THE WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY**

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**AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT OF THE
WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY**

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”) is entered into as of _____, 2019, and is by and among the CITY OF EL CERRITO (“El Cerrito”), a municipal corporation and charter city, the CITY OF HERCULES, a municipal corporation, the CITY OF PINOLE, a municipal corporation, the CITY OF RICHMOND, a municipal corporation and charter city, and the CITY OF SAN PABLO, a municipal corporation hereinafter referred to individually as “Member” and collectively as “Members.” This Agreement amends and restates the Joint Powers Agreement dated April 2, 1991, as amended by Amendment No. 1 dated November 14, 1991, Amendment and Restatement No. 2 dated December 21, 1993, Amendment and Restatement No. 3 dated March 6, 1995, and Amendment No. 4 on March 10, 2011 (together, the “Original Agreement”), and restates in full the provisions of the Original Agreement, except as amended herein, without affecting the ongoing existence of the WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY (“Authority”).

RECITALS

A. California Government Code section 6500 *et seq.* (“Law”) provides for agreements between two or more public agencies to jointly exercise any power common to the contracting parties, subject to certain mandatory provisions contained therein;

B. The State of California has enacted the California Integrated Waste Management Act of 1989 at California Public Resources Code section 40000 *et seq.* (“Act”) mandating that municipalities divert material from landfills and promulgating regulations promoting material reuse and recycling.

C. Pursuant to this authority, the Members entered into the Original Agreement to establish and confer upon a separate legal entity the powers necessary to: (i) form a Regional Agency to report as a single entity the annual regional compliance with the Act's reporting requirements; (ii) implement regional waste reduction and recycling diversion programs; (iii) to increase the diversion of waste from disposal facilities; and (iv) develop an integrated resource recovery facility ("IRRF") to achieve the Members' waste diversion goals, to comply with the Act, and to arrange for processing of and disposal of remaining waste.

D. The County and the Authority entered into a contract on May 25, 1993 ("Authority-County Contract") in order to facilitate development of an integrated resource recovery facility ("IRRF") to be partially located in the unincorporated area of the County, provide for the continued disposal of waste generated in the unincorporated areas of the County encompassed by the District, divert such waste through the use of an IRRF and provide for regulation of the IRRF.

E. Pursuant to the Agreement, the County appointed an ex-officio non-voting Director to the Authority's Board of Directors, the Authority approved IRRF bonds, an IRRF was developed and the bonds were repaid.

F. The Members recognize that many Authority activities are based upon the waste tonnage generated by the Members and that the City of Richmond generates a substantially greater amount of tonnage in all categories of waste than other Members. Therefore, although Authority programs are available to all Members regardless of the waste tonnage generated by a particular Member, the Members commit to make a good faith effort to provide Richmond with funding, materials and services commensurate with its contribution to the Authority's budget.

G. Prior to 2014, the iterations of the Original Agreement addressed IRRF bonds and development including the contract with West County Resource Recovery Inc. for IRRF operation and administration. The Authority’s involvement with these activities has now concluded. Nonetheless, the Authority continues to operate as a Regional Agency and to manage the post-collection processing and disposal activities of the Members. This Agreement is intended to be consistent with those activities and is further intended to provide a structure for the Authority to both meet new legislative mandates and provide the necessary flexibility to address Members’ needs post 2024.

H. The Members further intend that this Agreement reflect the changes that have occurred since the execution of the Third Amendment Restatement in 1995, to exercise their respective powers jointly and to exercise such additional powers as are available to the Authority under the Law for the purpose of achieving their waste diversion goals and complying with the Act.

ACCORDINGLY, THE MEMBERS HEREBY AGREE AS FOLLOWS:

SECTION 1. Definitions. The terms defined in this Section have the following meanings:

1.1. Act. “Act” means the California Integrated Waste Management Act of 1989, California Public Resources Code sections 40000 *et seq.*) and all regulations adopted under that legislation, and the subsequent legislation and regulations provided for in Division 30 of the Public Resources Code *et seq.*, as amended from time to time.

1.2. Agreement. “Agreement” means this Joint Exercise of Powers Agreement, as it may be amended from time to time, including the Fifth Amendment to and Restatement of the West Contra Costa Integrated Waste Management Authority Joint Exercise of Powers Agreement.

1.3. Alternate Director. “Alternate Director” means the person(s) appointed by each Member who is authorized to represent the Member at a Board meeting in the absence of the Member’s Director.

1.4. Approved Facilities. “Approved Facilities” means a solid waste management facility or facilities, such as a MRF, transfer station, composting or other type of processing facility, designated from time to time by the Authority to receive some or all Directed Waste and Materials.

1.5. Approved Rates. “Approved Rates” means the rates or charges authorized by the Authority from time to time to be paid at the Approved Facilities for Directed Waste and Materials received at the Approved Facility to pay for operational costs and other obligations of the Authority.

1.6. Authority. “Authority” means the West Contra Costa Integrated Waste Management Authority, a joint exercise of powers Agency created by the Members pursuant to the Agreement.

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

1.8. City. “City” means any Member that is a city; “Cities” means all Members that are cities.

1.9. Contractor. “Contractor” means “Contractor” as defined in the PCA or the PCAs as the context may require.

1.10. Core Services. “Core Services” means any service, program or project the Authority is expected to perform through the termination of the current Post Collection Agreement and potentially thereafter listed in Section 2 herein.

1.11. County. “County” means Contra Costa County, California.

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1.12. Directed Waste and Materials. “Directed Waste and Materials” means materials collected pursuant to a Franchise Agreement, or collected by a Member pursuant to any other agreement between a Member and other party and directed by the Authority to be delivered to an Approved Facilities.

1.13. Director. “Director” means the elected person that is appointed by a Member to represent that Member on the Board. For the purposes of voting and quorum, the term “Director” shall be read to also include an “Alternate Director” when such person is seated on the Board as the representative of the Member at a Board meeting.

1.14. El Cerrito Recycling Services. “El Cerrito Recycling Services” means both the collection of Recyclable Materials at the El Cerrito Recycling and Environmental Resource Center and the collection of Recyclable Materials through or by El Cerrito whether directly or by contract.

1.15. Executive Director. “Executive Director” means the person hired or appointed by the Board as the Authority’s Executive Director to administer the affairs of the Authority and to effect the policies of the Board or his or her designee.

1.16. Facility. “Facility” means a facility or facilities for the transfer, processing, diversion or removal of portions of Solid Waste prior to disposal, owned either by one or more of the Members directly or by a private entity.

1.17. Fiscal Year. “Fiscal Year” means the period commencing on each July 1 and ending on the following June 30.

1.18. Franchise Agreement. “Franchise Agreement” means an agreement between a Member and a third party that provides for the collection of Solid Waste, and related services, or if additional specific authorization is provided to the Authority for a particular Member’s solid

waste collection activities, an agreement between the Authority and a third party that provides for collection of Solid Waste and related services.

1.19. Hazardous Materials or Hazardous Waste. “Hazardous Materials” or “Hazardous Waste” means materials that, by reason of their quality, concentration, composition or physical, chemical or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious illness or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise mismanaged; or any waste which is defined and/or regulated as a Hazardous Waste, toxic waste, hazardous chemical substance or mixture, or asbestos under any applicable local, state or federal law or regulation, or:

(a) “Hazardous Waste” pursuant to section 40141 of the California Public Resources Code; regulated under Chapter 7.6 (commencing with section 25800) of Division 20 of the California Health & Safety Code; all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by sections 25110.02, 25115, and 25117 of the California Health & Safety Code (California Hazardous Waste Control Act), California Health & Safety Code section 25100 *et seq.* including 23 CCR sections 2521 and 2522;

(b) Materials regulated under the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 *et seq.* as amended (including amendments thereto made by the Solid Waste Disposal Act Amendments of 1980);

(c) Materials regulated under the Toxic Substances Control Act, 15 U.S.C. section 2601 *et seq.*, as amended, and related federal, state and local laws and regulations, including the California Hazardous Substances Account Act, California Health & Safety Code section 25300, *et seq.*;

(d) Materials regulated under the Comprehensive Environmental Response, Compensations and Liability Act, 42 U.S.C. section 9601, *et seq.*;

(e) Materials regulated under any future or additional or substitute federal, state or local laws and regulations pertaining to the identification, transportation, treatment, storage or disposal of toxic substances or hazardous waste; or

(f) If two (2) or more governmental agencies having concurrent or overlapping jurisdiction over hazardous waste adopt conflicting definitions of “hazardous waste” for purposes of collection, transportation, processing and/or disposal, the broader, more restrictive definition is employed for the purposes of this Agreement.

1.20. Household Hazardous Waste (HHW). “Household Hazardous Waste” or “HHW” means Hazardous Waste generated incidental to owning or maintaining a place of residence. HHW does not include waste generated in the course of operating a business activity at a residence.

1.21. Law. “Law” means the Joint Exercise of Powers Act, Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code (California Government Code sections 6500, *et seq.*) and all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.

1.22. Member. “Member” means any of the Member agency signatories to this Agreement and “Members” means all of the Member agency signatories to this Agreement.

1.23. MRF. “MRF” means a materials recovery facility, including lands on which such facility is located, for receiving, processing, recycling and transportation or transfer of Solid Waste for processing, recovery or diversion, or any combination thereof.

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1.24. Non-Core Service. “Non-Core Service” means any service, program or project which is not listed as Core Services and not included in Section 2 herein.

1.25. Non-Disposal Facility Element (NDFE) “Non-Disposal Facility Element” or “NDFE” means the non-disposal facility element required to be prepared pursuant to the Act and as that element may be amended from time to time.

1.26. Post Collection Agreement (PCA). “Post Collection Agreement” or “PCA” means the Agreement entered into between the Authority and West County Resources Recovery, Inc., West Contra Costa Sanitary Landfill, Inc., Golden Bear Transfer Services, Inc., Richmond Sanitary Service, Inc. and Keller Canyon Landfill Company for post collection recycling and disposal services dated October 10, 2013, including any amendments or successor agreements thereto. Post Collection Agreement as used herein shall also refer to any subsequent agreements between the Authority and a solid waste enterprise or enterprises for post collection services as approved by Members.

1.27. Post Collection Agreements (PCAs). “Post Collection Agreements” or “PCAs” means, collectively, (a) the Post Collection Agreement and (b) the agreement between the City of El Cerrito and West County Resources Recovery, Inc., West Contra Costa Sanitary Landfill, Inc., Golden Bear Transfer Services, Inc., Richmond Sanitary Service, Inc. and Keller Canyon Landfill Company for post collection recycling and disposal services effective January 1, 2014 or any successor agreement between El Cerrito and a solid waste enterprise or enterprises for post collection services.

1.28. Recyclable Materials. “Recyclable Materials” means materials that can be reused, or remanufactured or processed for one or more forms of reuse.

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1.29. Solid Waste. “Solid Waste” means and includes all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, rubbish, ashes, industrial wastes, demolition and construction wastes; Recyclable Materials; discarded home and industrial appliances; manure; vegetable or animal solid and semisolid wastes; and other discarded solid and semisolid wastes, as defined in California Public Resources Code section 40191, as that section may be amended from time to time and as may be limited by applicable law. For the purposes of this Agreement, “Solid Waste” does not include abandoned vehicles and parts thereof, Hazardous Waste, low-level radioactive waste, or medical waste.

1.30. Source Reduction and Recycling Element (SRRE). “Source Reduction and Recycling Element” or “SRRE” means a source reduction and recycling element required by the Act, as that element may be amended from time to time.

SECTION 2. Purpose.

This Agreement is entered into pursuant to the Act for the purpose of the Members maintaining an existing Regional Agency to collectively regulate post-collection services and combine disposal and diversion of Solid Waste for determining compliance with the Act and (i) plan, study, recommend and have the authority to implement proper solid waste management activities and programs consistent with the Act, (ii) to enable it to report and track programs under the Act on a regional basis, (iii) address future diversion mandates, to allow for efficient operation of diversion programs on a region-wide basis, and (iv) to allow for the development of Regional Integrated Waste Management Plans including a Source Reduction and Recycling Element, Household Hazardous Waste Element, and Non-Disposal Facility Element. The Members are each empowered by the laws of the State of California to exercise the powers specified in this Agreement, to comply with the provisions of the Act and other laws. These

common powers shall be exercised for the benefit of any one or more of the Members or otherwise in the manner set forth in this Agreement. The Members are also empowered to acquire, construct, finance, refinance, maintain, operate and regulate Facilities and the Authority may undertake such activities subject to authorization by the Members' legislative bodies as set forth herein.

2.1. Core Services. Although the Authority may undertake additional Non-Core Service activities subject to unanimous vote of the Board as set forth herein, the Members desire to identify the following Core Services the Authority is expected to perform through the termination of the current Post Collection Agreement, and potentially thereafter:

(a) Ensure that the Post Collection Agreement ("PCA") terms are being met by the Contractor as that term is defined in the PCA, including, but not limited to:

(1) Track and confirm expected diversion rates at the approved organic materials, dry materials, construction and demolition, and recyclable materials processing facilities;

(2) Track and confirm contracted level of service at the transfer station and other post-collection facilities and by the household hazardous waste program;

(3) Track and confirm expected level of service for education and outreach services for schools, including West Contra Costa Unified School District ("WCCUSD"), in the Authority's service area;

(4) Track and confirm compliance with applicable law, permits, Facility requirements and best management practices, including proper records management, provision of insurance and similar requirements; and

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(5) Track and confirm all recycling and diversion programs performed by Contractor pursuant to the PCA.

(b) Validate post collection rates to ensure accuracy, reasonableness and consistency with the methodology formula described in Exhibit B.

(c) Validate the accuracy of information stated in quarterly, annual, and other reports submitted by the Contractor to the Authority.

(d) Seek to reduce costs to Members in future post collection solid waste activities and agreements.

(e) Seek to increase the benefits to Members in future post collection solid waste activities and agreements.

(f) Negotiate the lowest possible rates for Members and customers.

(g) Monitor and coordinate compliance with the Act, Assembly Bill 1826 (2014), Assembly Bill 341 (2011), Senate Bill 1383 (2016), and other State solid waste related legislation and regulatory requirements

(1) Collect and submit information from Members to update Electronic Annual Report (EAR) and update and upload other required reports;

(2) Report annual waste and diversion tonnages to the Board and Members;

(3) Maintain and update regional SRRE, NDFE and Household Hazardous Waste Element (HHWE);

(4) Coordinate and assist WCCUSD Source Reduction and Recycling Compliance; and

(5) Coordinate with CalRecycle staff to schedule on-site Member meetings.

(h) Operate Household Hazardous Waste Programs (“HHWP”), including the following:

(1) Act as the HHWP public agency permittee;

(2) Determine desired level of service after consultation with Members and communicate desired levels to all HHWP contractors;

(3) Manage HHW budget and monitor Contractor’s HHW costs for consistency with the approved budget;

(4) Manage contract for HHW Facility and any satellite or mobile events;

(5) Confirm and report that expected levels of service are being maintained;

(6) Monitor Contractor’s compliance with applicable law, permits and best management practices, including proper reporting, records management and retention, provision of insurance and similar requirements;

(7) Operate a motor oil recycling program, design and distribute all related public information in English and Spanish, ensure compliance and coordinate events; and

(8) Implement and oversee a pharmaceutical collection and disposal program and battery recycling program, design and distribute all related public information in English and Spanish, ensure compliance and coordinate events.

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(i) Administration and oversight of day to day Authority operations including providing support services to the Board as well as providing human resources, information technology and financial services to the Authority and its staff.

(j) Conduct public outreach and education within existing budgeted funding and staffing levels beyond existing Contractor efforts including:

(1) Outreach and education regarding HHW, pharmaceutical collection and disposal program, and battery recycling program; and

(2) Multi-family and commercial recycling and organics outreach and education ensuring that El Cerrito shall equally benefit from such Authority efforts.

(k) Monitor and analyze relevant legislation within existing budgeted funding and staffing levels including:

(1) Provide timely updates and recommendations to the Board on proposed legislation that will likely affect local government solid waste and diversion programs;

(2) Provide analysis to enable the Board to take actions to support or oppose proposed legislation;

(3) Submit comments on the proposed legislation to the lead agency creating the legislation; and

(4) Coordinate with Members in interpreting and implementing new laws and regulations, ensuring that all Members shall equally benefit from such Authority efforts.

2.2. Future Services. In the future and post 2025, the Authority may continue to provide the Core Services or other such services as Members request, consistent with the powers set forth herein, and such authority and responsibility shall be subject to further delegation or

authorization of the Members. Upon delegation or authorization, the Authority may continue to provide Core Services, a portion of Core Services, or other services, including, but not limited to potential procurement and negotiations of future post collection agreements.

2.3. Non-Core Services. Non-Core Service shall be approved by a unanimous vote of the Board.

SECTION 3. Creation of Authority.

3.1. Pursuant to the Law, the Members created and established the Authority in 1991 as a public entity separate from each of the Members.

3.2. The assets, rights, debts, liabilities and obligations of the Authority shall not constitute assets, rights, debts, liabilities or obligations of any of the Members, to the fullest extent allowed by Government Code section 6508.1 and other applicable law. However, if Member liability exists, a Member shall be liable even if its representative did not vote in favor of the action that created the liability, except as specified in Section 5.4. Nothing in this Agreement shall prevent any Member from separately contracting for, or assuming responsibility for, specific debts, liabilities or obligations of the Authority, provided that both the Board and that Member agency approve such contract or assumption.

SECTION 4. Term. The Authority has become effective as of April 1, 1991. It shall continue until terminated or dissolved by a vote taken in accordance with Section 16 of this Agreement.

SECTION 5. Powers.

5.1. The Authority shall have the power to plan, study and recommend proper solid waste management consistent with the Act and, if and to the extent permitted by the Act, to

adopt and implement an SRRE for all or any portion of the area included within the Authority's boundary.

5.2. The Authority is empowered to prepare, revise, approve and submit a Regional Integrated Waste Management Plan pursuant to the Act to the California Environmental Protection Agency, Department of Resources Recycling and Recovery ("CalRecycle") in lieu of preparation, approval, and submittal of individual SRREs, HHWEs and NDFEs by individual Members, to specify in said Regional Integrated Waste Management Plan programs to be implemented by any or all Members and the Authority, and to implement programs specified in said Regional Integrated Waste Management Plan for implementation by the Authority, and in the event the Authority exercises such power, instead of the individual Members, it shall be responsible for compliance with Article 1 (commencing with section 41780) of Chapter 6 of the Act following approval of a Regional Member Integrated Waste Management Plan by the California Integrated Waste Management Board.

5.3. To the full extent permitted by applicable Law, the Authority is authorized, in its own name, to do all acts necessary or convenient for the exercise of the following powers that each Member could exercise separately:

- (a) To make and enter into contracts, including contracts with any Member;
- (b) To apply for and accept grants, gifts, donations, loans, advances and contributions;
- (c) To employ or contract for the services of engineers, attorneys, accountants, planners, consultants, fiscal agents and other persons and entities;
- (d) To make plans and conduct studies;
- (e) To acquire, improve, hold, lease and dispose of real and personal property;

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- (f) To sue and be sued in its own name;
- (g) To incur and discharge debts, liabilities and obligations;
- (h) To establish or approve Approved Rates;
- (i) To hire, manage and fire agents and employees;
- (j) To require that the Members direct all of the Directed Waste generated

and collected within their respective boundaries (or specified portions or specified types of such Wastes and Materials) to the Approved Facility until December 31, 2024, and potentially thereafter as the case may be; however, that the Authority is not empowered to require El Cerrito to so direct any Solid Waste collected by its collector or collected as part of El Cerrito Recycling Services unless El Cerrito so consents;

(k) To require each Member other than El Cerrito to include some or all of the Approved Rates paid to the owner or operator of the Approved Facilities in connection with the waste stream of that Member directed to the Approved Facilities, to be “passed through” to or collected from the ratepayers within the boundaries of that Member;

(l) Subject to a unanimous vote of the Board, to require each Member to (i) include fees which may be imposed from time to time by the Authority and to be collected from the ratepayers within the boundaries of that Member which fees are determined by the Authority in its sole discretion as being necessary for a period of time to pay continuing expenses of the Authority under circumstances where the revenue received from the Approved Rates is not available or inadequate ; and (ii) provide for payment of such fees collected to the Authority or a party designated by the Authority without reduction, limitation, offset or adjustment and to require that the Member take such action to direct the collection of such fees in a timely manner;

(m) Subject to a unanimous vote of the Board, to require a Member to (i) include amounts determined by Authority as necessary to provide for the planning and implementation activities of the Authority, to pay other costs and obligations of the Authority to be “passed through” to or collected from ratepayers within the boundaries of that Member regardless of how that Member collects fees; and (ii) provide for payment of amounts to the Authority, in the event that such amounts are not paid to the owner or operator of the Approved Facility, and to require that the Member take such action to direct payment of its portion of funding otherwise provided for in said Approved Rates in a timely manner;

(n) To determine the type, extent and manner of processing of Solid Waste necessary for the Members to comply with the diversion requirement of the Act and to arrange for said processing through implementation or modification of an Approved Facility, or through use of other facilities;

(o) To implement the Regional Integrated Waste Management Plan and upon approval of such plan to require Members to implement the Regional Integrated Waste Management Plan; and

(p) To educate the public as to Solid Waste, diversion and recycling matters.

5.4. To the full extent permitted by applicable law, the Authority is authorized, in its own name, to exercise the following powers that each Member could exercise separately, subject to additional prior written authorization by the affected Member’s legislative body:

(a) To enter into new regional agreements binding on its Members;

(b) To acquire, construct, finance, refinance, operate, regulate and maintain Facilities or contract with a private entity to do the same, subject, however, to the conditions and restrictions contained in this Agreement, including the following:

(1) Prior to any substantial Authority involvement in the planning for such a facility, the Facility shall be conceptually approved by the Board.

(2) Following such initial approval, each Member's governing body shall determine whether or not it will participate in the Facility. All costs associated with the Facility shall be borne exclusively by the participating Members.

(3) Nonparticipating members will not be entitled to use the Facilities. Subject to a unanimous vote of the participating members, a nonparticipating Member may become a participating member on such terms as may be determined by the Board.

(4) Both the Board and the governing body of the jurisdiction in which the Facility would be located (the "Host") must approve the Facility prior to its construction or acquisition.

(5) The Authority shall not exercise the power of eminent domain in order to acquire real and personal property necessary and convenient to the development of a Facility, but it may request that the Host acquire such property.

(c) To issue revenue bonds, notes, certificates of participation, or any other instrument evidencing indebtedness, from time to time, in accordance with all applicable laws, for the purpose of raising funds to finance or refinance the acquisition, construction, improvement, renovation, repair, operation, regulation, modification, or maintenance of Facilities;

(d) To enter into agreements to regulate or operate a Facility;

(e) To lease Facilities;

(f) To enter into regional post collection processing or franchise agreements for the period beginning in 2025 or later;

(g) To adopt, as authorized by California law, ordinances and resolutions necessary to carry out the purposes of this Agreement; and

(h) To require that the Members direct all of the Solid Wastes generated and collected within their respective boundaries (or specified portions or specified types of such Directed Wastes and Materials) to the Approved Facility for the period beginning in 2025 or later.

5.5. The powers specified in this Section 5 shall be exercised subject only to the limitations set forth in this Agreement, applicable law and such restrictions upon the manner of exercising such powers as are imposed by law upon the Members in the exercise of similar powers. The Members do not specifically delegate any additional powers to the Authority without the express authorization of each Member's governing body. Nothing in this Section shall prevent the Authority from providing additional services to Members pursuant to an agreement or agreements between or among the Authority and a Member or Members, in which the Member or Members agree(s) to compensate the Authority for the provision of such services.

5.6. The Authority hereby designates San Pablo, a general law city, as the Member required to be designated by section 6509 of the California Government Code.

5.7. Although the Authority has not entered into Franchise Agreements to date, nothing in this Agreement prevents it from so doing. However, if the Authority wished to enter into Franchise Agreements in the future, the Board would have to authorize it to exercise such authority and it shall be conditioned upon prior authorization by the affected Member's legislative body as set forth in Section 5.3(i).

SECTION 6. Boundaries. The boundary of the Authority shall be the consolidated boundaries of the Members as set forth in Exhibit A attached hereto and incorporated herein. If

a new Member joins or a Member withdraws from the Authority, the boundary of the Authority shall be modified to include or exclude the area of the new or withdrawing Member. This Section 6 shall not prevent any Facilities from being located outside the boundary of the Authority.

SECTION 7. Organizations.

7.1. The Board. The Authority shall be governed by the Board, which shall exercise or oversee the exercise of all powers and authority on behalf of the Authority.

7.2. Directors.

(a) The Board shall consist of a Director from each Member, except that the City of Richmond shall have three Directors, and a non-voting ex officio member from the County. Upon execution of this Agreement, each Member shall appoint its representative Director(s) to the Board and one (1) person as an Alternate Director to serve in the case of absence of or recusal by an appointed Director. Directors and Alternate Directors who have been duly appointed and are serving at the time of the restatement of this Agreement may continue to serve in that capacity without further action of the Member.

(b) Each Director and Alternate Director shall hold office from the first meeting of the Board after appointment by the Members until his or her successor is selected by the Member agency of that Director. Each Director and Alternate Director shall serve at the pleasure of the Member that he or she represents and may be removed at any time, without cause, in the sole discretion of that Member. However, a Member shall not remove a Director or Alternate Director unless, before the next meeting of the Board, it also appoints a replacement Director or Alternate Director.

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(c) Each Director and Alternate Director shall be an elected official of the governing body of the Member that he or she represents. If a Director or Alternate Director ceases holding any such elected position, he or she shall then cease to serve as a Director or Alternate Director. The Authority and the Board shall be entitled to rely on a written notice from the City Clerk as conclusive evidence of the appointment and removal of Directors and Alternate Directors representing that Member. If a Member appoints and/or removes a Director or Alternate, written notice of such action shall be provided to both the Authority Executive Director and Clerk of the Board at least seventy-two (72) hours prior to the next regularly scheduled Board meeting.

7.3. Principal Office. The principal office of the Authority shall be established by the Board within the boundary of the Authority and the address of the principal office shall initially be 13831 San Pablo Avenue, San Pablo, California 94806. The Board may change that principal office upon giving at least fifteen (15) days' prior written notice to each Member and to the California Integrated Waste Management Board.

7.4. Officers. The Authority shall have seven (7) officers: a Chair, a Vice Chair, an Executive Director, Treasurer, Controller, a General Counsel and a Secretary. The Board may designate additional officers such as managers by resolution and those additional officers shall be subject to the same rules and conditions applicable to the seven (7) officers set forth herein. The Executive Director, Treasurer, Controller, General Counsel, and Secretary shall not be employees of a Member during the period that he or she serves as an officer of the Authority. unless the Board has taken or takes specific action to authorize use of a Member's employee in that capacity. None of the officers (including the Chair or Vice Chair) shall be an employee or otherwise be affiliated with the operator of an Approved Facility or any integrated waste

management company which provides services to the Authority or a Member. The Board shall select a Chair and a Vice Chair from among the Directors and shall hold office for a period of one (1) year commencing on a date designated by resolution of the Board. No person shall serve consecutive terms as the Chair and no person shall serve consecutive terms as the Vice Chair. Successive Chairs shall not be representatives of the same Member. Successive Vice Chairs shall not be representatives of the same Member.

7.5. Chair. The Chair shall preside at meetings of the Board, call meetings to order, adjourn meetings, announce the business and the order it is to be acted upon, recognize persons entitled to speak, put to a vote all questions moved and seconded, announce results of votes, maintain the rules of order, execute documents and official actions on behalf of the Board when duly approved, and carry out other duties set forth in any bylaws adopted by the Board. Notwithstanding the foregoing, any Director shall be entitled to place any matter related to the business of the Authority on the agenda for any meeting of the Board, subject to reasonable procedures adopted by the Board of Directors.

7.6. Vice Chair. The Vice Chair shall serve as Chair in the absence of the regularly elected Chair.

7.7. Executive Director. The Board shall employ or contract for the services of an Executive Director who shall be the chief administrative officer of the Authority. The Executive Director shall have a background in public management, solid waste management or a related field. The Executive Director shall plan, organize and direct the administration and operations of the Authority, shall advise the Board on policy matters, shall recommend an administrative structure to the Board, shall hire and discharge administrative staff, shall develop and recommend budgets, shall reply to communications on behalf of the Authority, shall approve

payments of amounts duly authorized by the Board, shall carry out such other duties that may be assigned to the Executive Director by the Board from time to time and shall attend meetings of the Board.

7.8. Treasurer.

(a) The Treasurer shall be selected and approved by the Board, and the individual selected to serve as Treasurer shall also serve as the appointee under California Government Code section 6505.6. If the Treasurer herein designated can no longer serve as Treasurer, then the Authority may appoint a successor Treasurer via Board resolution. The Treasurer shall be the depository and have custody of all the funds of the Authority from whatever source.

(b) The Treasurer shall do all of the following:

(1) Receive all funds of the Authority and place it in the treasury to the credit of the Authority;

(2) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all Authority funds so held by him or her;

(3) Pay, when due, out of funds of the Authority held by him or her, all sums payable on outstanding bonds and coupons of the Authority;

(4) Pay any other sums due from the Authority from Authority funds, or any portion thereof, only upon warrants of the Controller;

(5) Verify and report in writing on the first day of July, October, January, and April of each year to the Authority and Members the amount of funds he or she holds for the Authority, the amount of receipts since his or her last report, and the amount paid out since his or her last report.

(c) The governing body of the same Member as the Treasurer shall determine charges to be made against the Authority for the services of the Treasurer and Controller.

7.9. Controller. Pursuant to California Government Code section 6505.5, the Authority designates the Treasurer appointed pursuant to Section 7.8 herein to be the Controller. If the Controller herein designated can no longer serve as Controller, then the Authority may appoint a successor Controller via Board resolution. The Controller shall draw warrants to pay demands against the Authority when the demands have been approved by any person authorized to so approve in this Agreement.

7.10. General Counsel. The Board shall employ or contract for the services of a General Counsel who shall be the legal officer of the Authority. The General Counsel shall advise the Authority on legal matters.

7.11. Secretary. The Board shall select and employ or contract for the services of a Secretary who shall prepare, distribute and maintain minutes of meetings of the Board and any committees of the Board. The selection of the Secretary may be delegated to the Executive Director. The Secretary shall also maintain the official records of the Authority and shall file notices as required by Section 18 of this Agreement.

7.12. Access to Property. The Executive Director is hereby designated as the person who has charge of and access to the property of the Authority. The Executive Director shall file with the Authority an official bond in an amount to be fixed by the Board. The costs of those bonds shall be paid by the Authority.

7.13. Officers, Employees and Agents. None of the officers, agents or employees employed or hired by the Authority shall by reason thereof become officers, agents or employees of any Member. The Authority may contract with any Member for any services, subject to

approval by a majority of the Directors who do not represent that Member. None of the persons whose services are supplied by a Member shall by reason thereof become an employee of the Authority.

SECTION 8. Meetings of the Board.

8.1. Regular Meetings. The Board shall hold a minimum of four (4) regular meetings each year. The date upon which, and the hour and place at which, each regular meeting shall be held shall be fixed by resolution of the Board. Board meetings shall be conducted in accordance with the rules of conduct set forth in Rosenberg's Rules.

8.2. Special Meetings. Special meetings of the Board may be called in accordance with the provisions of section 54956 of the California Government Code.

8.3. Notice of Meetings. All meetings of the Board shall be held subject to the provisions of the California Ralph M. Brown Act (sections 54950 *et seq.* of the California Government Code) and other applicable laws of the State of California.

8.4. Minutes. The Secretary shall cause minutes of all meetings of the Board and any standing committees of the Board to be kept and shall, promptly after each meeting, cause a copy of the minutes to be forwarded to each Director.

8.5. Quorum. A quorum for the transaction of business of the Board shall require the presence of Directors that represent a majority of the total membership of the Board, except that Directors constituting less than a quorum may adjourn any meeting. For purposes of establishing a quorum and voting at Board meetings, Alternate Directors that are entitled to vote pursuant to Section 7.2 shall be considered as "Directors."

8.6. Voting. Each Director shall have one vote on all matters presented to the Board for a vote. The Board shall specify by resolution, from time to time, what types of decisions

shall be presented to the Board for a vote and what types of decisions shall be delegated to the Executive Director. Where this Agreement requires an unanimous vote, the action shall require the unanimous vote of the total membership of the Board (7 votes as of the date of this Agreement). Unless otherwise identified in this Agreement, all Board actions require a majority vote of the total membership of the Board (4 votes as of the date of this Agreement).

8.7. Bylaws. The Board from time to time may adopt by resolution bylaws or other procedures for the conduct of its affairs, provided that they are not inconsistent with this Agreement.

8.8. Budget. A general budget for the Authority's operations shall be adopted by the Board for the ensuing Fiscal Year prior to June 30 of each year. The budget shall include sufficient detail to constitute an operating guideline, the anticipated sources of funds, and the anticipated expenditures to be made for the operations of the Authority including HHW Programs. Approval of the budget by the Board shall constitute authority for the Executive Director to expend funds for the purposes outlined in the approved budget, subject to the availability of funds on hand.

8.9. Reserves.

(a) The Authority establishes the following three (3) funds: 1) an Operating Fund; 2) an Operating Reserve Fund; and 3) a Recycling Fund Reserve. The Operating Reserve Fund limit is initially set at 67% of the annual operating budget.

(b) Any amounts which accumulate in Operating Reserve Fund in excess of the limit will be rolled over into the Recycling Reserve Fund account during the annual budget process. The Board shall adopt policies and procedures by resolution to address operation and management of both Reserve Funds, including the Recycling Reserve Fund limit, procedures for

replenishment of reserves and the periodic Board consideration of use of the excess Recycling Fund Reserves.

(c) Excess Recycling Fund Reserves. Any potential excess in the Recycling Fund Reserve shall be dispersed to Members, used for rate reduction or subsidy, or to fund special projects. Reserve fund procedures and policies have been adopted by Resolution 18-02. The funding amounts of the Operating Reserve Fund and the reserve fund policies may only be modified in the future through adoption of a resolution subject to a unanimous vote of the Board.

(d) The Board may from time to time create and fund a Liability Reserve Fund for potential or anticipated future liabilities, such as CalPERS Unfunded Actuarial Accrued Liability (“UAAL”) and Other Post-Employment Benefits (“OPEB”) obligations.

8.10. Committees. The Board may create or designate committees, which typically shall be ad hoc committees. A committee would consist of two or three Directors, and Alternates may not serve on committees. An ad hoc committee would be subject to a one year term from its date of creation and shall typically be limited in scope to the single purpose for which it was created by the Board. In the event of a vacancy on an ad hoc committee, the Chair shall designate a replacement committee member. Permanent standing committees may be created by unanimous vote of the Board.

(a) All committee meetings shall be held subject to the provisions of the California Ralph M. Brown Act (sections 54950 *et seq.* of the California Government Code), although certain ad hoc committee meetings need not be public meetings in accord with said act.

(b) All committees shall serve only in an advisory capacity to the Board and shall not independently take action on any issue unless the Board has specifically delegated such authority to the committee by resolution.

SECTION 9. Operating Fund Revenues and Other Sources of Funds.

9.1. The Authority may seek to obtain funding for its current scope of activities as well as the scope of activities it is authorized to undertake by law by pursuing various sources of funds including, but not limited to, imposition of fees under the Act to the extent practically available, sale of energy from organic waste, sale of recycled commodities and/or a waste importation or exportation mitigation fee(s) and such other methods as set forth in Section 5.3.

9.2. The Authority may establish a joint operating fund which may receive funds from the Members or other sources. The fund shall be used to pay all administrative, operating and other non-capital expenses incurred by the Authority. In the event that the Board requires contributions from the Members any such payments shall be made in such manner and at such times as approved by a unanimous vote of the Board.

9.3. All moneys in the operating fund shall be paid out for the purposes for which the fund was created upon authorization of the Board, or within the expenditure authority of the Executive Director provided by the Board by time to time.

SECTION 10. Records and Accounts. This Section is intended to ensure strict accountability of all funds of the Authority and to provide accurate reporting of receipts and disbursements of such funds. The Authority shall maintain accurate and correct books of account showing in detail the costs and expenses of any acquisition and construction and the maintenance, operation, regulation and administration of a Facility and all financial transactions of the Members relating to any Facility including any HHW Facility. The books of account shall correctly show any receipts and any costs, expenses or charges to be paid by all or any of the Members. The books of account shall be open to inspection at all times by a representative or agent of any of the

Members. The Authority shall adopt a records management program to provide for the maintenance and disposal of records consistent with the requirements of State Law.

SECTION 11. Implementation of the Act.

11.1. Intent. It is the intent of all Members to form a regional agency, as defined by Public Resources Code section 40181, and for the Authority to undertake the responsibilities of a regional agency pursuant to the powers of the Authority as set forth, *supra*, in Sections 5.1 and 5.2.

11.2. Submittal of Elements by Members.

(a) Any Member choosing to exercise its authority to undertake an SRRE, HHWE or NDFE individually, or to respond individually to a notice of deficiency, may do so by providing a resolution of the governing body of the Member to the Authority and each other Member within ten (10) days of adoption of said resolution.

(b) Each Member so electing to exercise the prerogatives provided in Section 11.2(a) or receiving a written notice from the Authority, shall be solely responsible for compliance with the requirements of the Act upon adoption of the Member resolution required by Section 11.2(a), or receipt of the notice from the Authority.

11.3. Compliance Monitoring.

(a) The Authority may establish a fair and equitable basis for determination of the amount of waste disposed of from within the Members' jurisdiction and this method shall be used to determine the maximum amount of disposal allowable under the Act for the area included in the boundaries of the Authority.

(b) The Authority shall be entitled to cause the Solid Waste of the Members to be monitored in order to determine compliance with the Act.

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(c) The Authority shall be responsible for compiling and submitting disposal information from haulers and operators required to be submitted by CalRecycle pursuant to California Code of Regulations, Title 14, Division 7, Chapter 9, Article 9 or successor regulations and the Members agree to require their respective haulers to submit such information to the Authority.

(d) The Authority shall monitor the implementation of the Regional Plan by the Authority and the Members and shall periodically report to the Members the status of compliance with the requirements of the Act and status of implementation of the Regional Plan.

(e) The Authority shall report to the Members the substantial failure of the Authority, a Member or other party to implement applicable provisions of the Regional Plan.

(f) The Authority will implement the Act's programs and demonstrate compliance with the monitoring and reporting requirements related to Assembly Bill 341 (2011), Assembly Bill 1826 (2014), and any other future State mandates related to solid waste handling within the Member boundaries.

11.4. Contingency Plans. Consistent with section 40975(b)(3) of the Public Resources Code, the Authority hereby establishes a Contingency Plan which provides for compliance with the Act by each of the Members in the event the Authority, as the regional agency, is dissolved, or the Authority continues its role as a regional agency. The Contingency Plan is as set forth in Sections 15 and 16 of this Agreement, dealing with Withdrawal and Termination, respectively.

11.5. Regional Plan.

(a) The Regional Plan and amendments thereto shall be developed in consultation with the Members and approved by the Authority Board of Directors and submitted or resubmitted to CalRecycle as may be needed.

(b) The Regional Plan shall identify source reduction, recycling, composting, education and public information, household hazardous waste and other programs required by the Act or CalRecycle regulations and assign responsibility for implementation of said programs among the Authority and the Members.

(c) The Regional Plan, and subsequent amendments or revisions thereto, following approval by CalRecycle, shall be included in this Agreement by this reference.

(d) Notwithstanding Section 16 of this Agreement, the Regional Plan may from time to time be amended by a majority vote of the Authority Board of Directors and all such amendments shall become a part of the Regional Plan upon approval by CalRecycle.

(e) The Members shall make a good faith effort to implement programs and actions specified in the Regional Plan approved by CalRecycle for implementation by that Member.

(f) The Members agree to provide the Authority information specific to its jurisdiction that is not readily available elsewhere as required by the Authority to prepare and implement the Regional Plan.

(g) Each Member agrees to coordinate its education and public information activities with respect to Solid Waste and household hazardous waste with the activities of the Authority and to conduct such activities in a manner consistent with the education and public information program contained in the Regional Plan.

11.6. Grants and Financial Assistance. Each Member agrees to cooperate with the Authority as necessary to enable the Authority to apply for and receive grant funds and other financial assistance that may be available to a Member for development of the Regional Plan or

for implementation of programs and actions assigned to the Authority in the Regional Plan in order to minimize costs which must be borne by ratepayers.

SECTION 12. Authority Established Rates.

12.1. The Authority shall be solely responsible for the approval of rates for services at an Approved Facility designated pursuant to this Agreement and each Member hereby delegates, assigns and/or otherwise transfers to the Authority any powers that each Member that has its Designated Waste processed at an Approved Facility may have with respect to the regulation of, approval or establishing rates or charges for that designated waste.

12.2. The Authority shall establish or approve rates to be charged at an Approved Facility, in amounts sufficient to provide the revenues necessary to meet the contractual obligations for use of Approved Facilities.

12.3. The Authority may from time to time elect to include as an additional amount in the rates established or otherwise approved for an Approved Facility, or a portion of the amounts so determined from, as necessary to provide for the planning and implementation activities of the Authority, to pay other costs and obligations of the Authority, in which case the amounts so included will be paid to the Authority by the operator of an Approved Facility.

12.4. The Members recognize that (i) Approved Rates will likely be established as a unit charge per unit weight of Solid Waste and Materials; and (ii) that each Member that uses that Approved Facility may be required to pass such rates through for collection from ratepayers as a part of the collection rate (e.g. a unit charge per can per month). Accordingly, the Members hereby agree that the Authority shall establish a fair and equitable basis for conversion of Approved Rates to a collection rate and that each Member shall include in the collection rates the amount approved by the Authority for collection from ratepayers. That portion of the

Approved Rates that is paid to the Authority is to be used to fund Authority activities that benefit all Members. A Member, in an alternative manner, may elect to fund or provide its share of the costs and obligations of the Authority set forth in Section 12.5, if its Directed Waste does not go to the Approved Facility and/or an alternative funding method is approved by the Board. El Cerrito, which has executed a separate Post Collection Agreement from the one defined in Section 1.26, shall contribute its portion of the Authority budget and HHWP costs based on its proportional share of the Members' "Inbound Solid Waste," "Inbound Organics and Food Scraps," "Inbound Mixed C&D/Concrete," "Inbound Residential Recycling," "Commercial Recycling," "Industrial Recycling," and "El Cerrito Commercial Dry Waste Processing" tonnage reported by the Contractor for the twelve-month period (historically August 1 to July 31) used by the Authority for the purposes of establishing the Post-Collection Rate pursuant to Section 5.4 of the PCA.

12.5. The Authority shall evaluate the accuracy of the Authority's prior conversion of Approved Rates to the unit charge collection rate that is included in the collection rate for each Member's jurisdiction. The Authority may use a balancing account concept from rate setting period to rate setting period to account for overages and underages. A unanimous vote shall be required for any Board action to modify the current rate setting methodology described in Exhibit B.

12.6. The Authority shall notify each Member and the other party to the Member's Franchise Agreement of the amount of said Approved Rates and the portion of collection rates corresponding to Approved Rates. The Authority shall also notify any Member agency that is not subject to the Approved Rates the portion of the required Authority revenues which must be funded by that Member.

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SECTION 13. Apportionment of Penalties.

13.1. Penalties Arising from Authority Failure.

(a) Any penalties assessed against the Authority by CalRecycle, to a maximum of Fifty Thousand Dollars (\$50,000) per day, which are the result of the Authority's failure to either (i) submit an adequate Regional Plan or required element thereof; or (ii) make a good faith effort to implement the programs or actions specified in the Regional Plan for implementation by the Authority, shall be paid by the Authority.

(b) Any penalties assessed against a Member by CalRecycle, which are the result of an Authority's failure to either (i) submit an adequate Regional Plan or required element thereof; or (ii) implement the programs or actions specified in the Regional Plan for implementation by the Authority, shall be paid by the Authority.

(c) Any penalties paid by the Authority pursuant to Section 13.1(a) or Section 13.1(b) of this Agreement shall be paid out of Authority funds including potentially its Operating or Recycling Reserve Funds and, to the extent necessary, collected in the rates or charges assessed against each Member based upon their proportionate shares of the Members' aggregate solid waste tonnage (calculated using the Members' "Inbound Solid Waste," "Dry Waste," and "Construction and Demolition" tonnage as shown in the last three Annual Reports submitted by the Contractor pursuant to the PCAs.)

(d) The Members shall only be liable for payment of any penalties assessed against the Authority by CalRecycle which are not paid by the Authority and which are not paid by an individual Member pursuant to Section 13.2 below..

13.2. Penalties Arising from a Member's Failure.

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(a) Any penalties assessed against the Authority by CalRecycle, which are the result of a Member's failure to implement programs or actions specified in the Regional Plan for implementation by the Member shall be paid by the Authority; and

(1) The Authority may recover any amounts, including penalties assessed by CalRecycle and the Authority's costs incurred as a result of CalRecycle's actions leading to and including the assessment and appeal of said penalties, by imposing a surcharge on the Directed Waste and Materials and all other waste delivered to an Approved Facility from within the jurisdiction of the failing Members who have not fully reimbursed the Authority.

(2) In lieu of collection of the penalty by the Authority through the surcharge, described in Section 13.2(a)(1) above, the Member may reimburse the Authority within thirty (30) days of Authority's payment of the penalties, the amount of penalties paid plus the Authority's costs incurred and associated with CalRecycle actions leading to and including the assessment and appeal of said penalties.

(b) Any penalties which are assessed directly against a Member as a result of the Member's failure to either (i) implement the programs or actions specifically identified in the Regional Plan for implementation by the Member; or (ii) to exercise its prerogatives under Section 11.2 of this Agreement; or (iii) to perform its obligations under Section 11.5 of this Agreement, shall be paid by the Member and neither the Authority nor any other Member shall be obligated to pay said penalties or any costs associated with the assessment or appeal of said penalties.

(c) In the event that failure of one or more Members to perform their obligations under this Agreement or to implement programs or actions specified in the Regional Plan for implementation by the Member causes the Authority or other Members to be unable to

implement the Regional Plan, the failing Member shall pay any penalties assessed against the Authority or other Member(s) by CalRecycle as a result of the failure.

(d) Upon notification of any such violation or claim, the Member or Members shall take such prompt, corrective action as is necessary to meet the requirements.

13.3. Nothing in this Section shall preclude one or more Members or the Authority from imposing or establishing additional incentives to meet waste diversion requirements.

SECTION 14. Disposition of Assets at Dissolution. Subject to the then applicable requirements of the Law (currently Sections 6511 *et seq.* of the California Government Code), upon dissolution of the Authority, the assets of the Authority remaining after payment of, and adequate provision for, all debts, liabilities and obligations of the Authority shall be divided in accordance with a resolution adopted by a unanimous vote of the Board at the time of the dissolution.

SECTION 15. Withdrawal.

15.1. Requirements for Withdrawal. A Member may withdraw from the Authority subject to the following:

(a) Notice of Withdrawal. A Member seeking to withdraw from the Authority shall notify the Authority and each of the Members, by personal delivery in the manner required by Section 18, by presenting (“Notice of Withdrawal”) a resolution adopted by its governing body setting forth its intent to withdraw from the Authority to the Board. The resolution shall set forth the effective date of the withdrawal (“Withdrawal Date”), which shall be no sooner than one hundred eighty (180) days from the Notice of Withdrawal. The Board may by unanimous vote authorize a Withdrawal Date that is sooner than 180 days from the Notice of Withdrawal.

(b) Defined Terms. For the purposes of this Section 15, the terms defined in this subsection have the following meanings:

(1) “Allocated Funds” means the funds allocated to meet all of the Authority’s existing debts, financial obligations, and liabilities incurred, earned, or expected to be earned by the Withdrawal Date that are payable in the fiscal year in which a notice of withdrawal is provided.

(2) “Long-term Liabilities” means the Authority’s existing debts, financial obligations, and liabilities incurred, earned, or expected to be earned by the Withdrawal Date that become due after the fiscal year in which the Notice of Withdrawal is provided. Long-term Liabilities include, but are not limited to, CalPERS and OPEB UAAL and office leases, if any. The calculation of the CalPERS and OPEB UAAL shall reflect the reserve funds set aside for meeting those obligations.

(3) “Pro Rata Share” means a Member’s proportionate share of the Members’ aggregate solid waste tonnage (calculated using the Members’ “Inbound Solid Waste,” “Dry Waste,” and “Construction and Demolition” tonnage as shown in last three Annual Reports submitted by the Contractor pursuant to the PCA).

(4) “Reserve Policy” means Authority Resolution No. 18-02, *Resolution of the Board of Directors of the West Contra Costa Integrated Waste Management Authority Requiring the Establishment of Financial Reserves*, adopted on June 14, 2018.

(5) “Unallocated Funds” means the portion of Authority reserve funds that have not been either (a) set aside for the purpose of meeting specific Authority Long-term Liabilities or (b) allocated in the Authority budget.

(c) Satisfaction of Pro Rata Share of Long-term Liabilities.

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(1) Within ninety (90) days following receipt of a Notice of Withdrawal pursuant to Section 15.1(a), the Authority shall notify each of the Members, pursuant to Section 18, of its determination of the Allocated Funds, Unallocated Funds, Long-term Liabilities, and the Pro Rata Share. In determining the Long-term Liabilities, the Board of Directors shall, based on the recommendation of an actuary, determine the amount of any Authority UAAL as of the Withdrawal Date.

(2) On or before the Withdrawal Date, and as a condition precedent to the withdrawal's effectiveness, the withdrawing Member must pay to the Authority its Pro Rata Share of Long-term Liabilities. If the Authority determines, under Section 15.2(b), that the withdrawing Member is entitled to a disbursement of Unallocated Funds, the withdrawing Member may direct the Authority to deduct the payment required by this Subsection from its disbursement of Unallocated Funds.

(d) Termination of Withdrawal Process. A withdrawing Member may terminate the withdrawal process at any time before the withdrawal is effective by notifying the Authority and each of the Members, by personal delivery in the manner required by Section 18. The withdrawing Member shall be liable for all third-party costs incurred by the Authority for processing the withdrawal, which shall be payable within 60 days of the notice of termination of the withdrawal process.

15.2. Disbursement of Unallocated Funds Upon Withdrawal.

(a) On or before the Withdrawal Date, the Authority shall disburse to the withdrawing Member its Pro Rata Share of the portion of the Unallocated Funds that are in excess of the Operating Fund Target Reserve and the Recycling Fund Target Reserve, as both are described in the Reserve Policy.

(b) Within 45 days following its adoption of a budget that reflects the departure of the withdrawing Member, the Authority shall disburse to the withdrawing Member its Pro Rata Share of the portion of the Operating Fund Reserve and the Recycling Fund Reserve that exceed, respectively, the recalculated Operating Fund Target Reserve and the recalculated Recycling Fund Target Reserve, pursuant to the Reserve Policy.

15.3. Obligations Following Withdrawal Date. A Member which has withdrawn from the Authority shall not be liable for the payment of Authority expenses accruing beyond the Withdrawal Date, and shall have no right to reimbursement of any assets or monies of the Authority once disbursement of any Unallocated Funds pursuant to Section 15.2(b), if any, has been effectuated.

15.4. Effect of Withdrawal on Agreement. The withdrawal of a Member shall have no effect on the continuance of this Agreement among the remaining Members and the Agreement shall remain in full force and effect with respect to the remaining Members.

15.5. Member and Authority's Obligations Under the Act.

(a) The withdrawing Member shall, not later than one hundred twenty (120) days prior to the Withdrawal Date, prepare and submit an SRRE, HHWE, and NDFE to CalRecycle for the Member's jurisdiction to CalRecycle for approval. The withdrawing Member shall be solely responsible for preparation of its SRRE, HHWE and NDFE;

(b) The Authority shall, not later than one hundred twenty (120) days prior to the Withdrawal Date, prepare and submit a revised Regional Plan which reflects the withdrawal of the Member to CalRecycle for approval.

(c) The withdrawing Member shall pay (i) all costs incurred by Authority in preparing a revised Regional Plan; and (ii) all amounts owed to the Authority for penalties

assessed against the Authority or the withdrawing Member including the Authority's costs incurred and associated with CalRecycle actions leading to and including the assessment of said penalties.

(d) The withdrawing Member shall be responsible for compliance with the Act the earlier of: (i) the date of the withdrawing Member's submittal of the documents to CalRecycle; or (ii) the date of the Authority's submittal of the revised Regional Plan to CalRecycle; or (iii) the Withdrawal Date.

SECTION 16. Amendments Including Termination.

16.1. This Agreement may only be amended by a written instrument approved by a majority of the Directors which then shall be approved by all of the Member's governing bodies.

16.2. The Agreement may only be terminated or other action leading to dissolution of the Authority may only be effectuated through adoption of a resolution by a minimum 2/3 vote of all Directors which then shall be approved by a minimum of 2/3 of the Members' governing bodies. Given the current membership and Board seats, to reach the 2/3 threshold, five Directors and four Members would have to vote to adopt the resolution.

16.3. For termination of this Agreement during any period where the Authority is operating as a Regional Agency, the written instrument required by Section 16.2 of this Agreement shall include, but not be limited to, all of the following requirements:

(a) A date certain that this Agreement will be terminated (hereinafter "Termination Date");

(b) Each Member shall, not later than one hundred twenty (120) days prior to the Termination Date, prepare and submit an SRRE, HHWE, and NDFE for the Member's

jurisdiction to CalRecycle for approval and that each Member shall be solely responsible for preparation of its SRRE, HHWE and NDFE;

(c) Each Member, prior to the Termination Date, shall promptly pay, within a reasonable time, all amounts owing to the Authority or CalRecycle for penalties assessed by CalRecycle, including the Authority's costs incurred and associated with CalRecycle actions leading to and including the assessment of said penalties;

(d) Each Member shall be solely responsible for compliance with the Act the earlier of: (i) the date of submittal of the documents required by Section 15.5(d) to CalRecycle; or (ii) the specified Termination Date; and

16.4. The obligations of the Authority terminate on the Termination Date, and each member shall pay all amounts owed to the Authority prior to that date; however, in the event of default by a Member with regard to payment of amounts due, the obligation to pay all sums due to the Authority shall survive and remain in full force after the Termination Date.

SECTION 17. Filing with the Secretary of State. The Secretary shall file all required notices with the Secretary of State in accordance with California Government Code sections 6503.5 and 53051.

SECTION 18. Notices.

18.1. All notices which any Member or the Authority may wish to give in connection with this Agreement shall be in writing and shall be served by personal delivery during usual business hours at the principal office of the Member or Authority, to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, and addressed to the Member or Authority at its principal office, or to such other

address as the Authority or Member may designate from time to time by written notice given in the manner specified in this Section.

18.2. Service of notice pursuant to this Section shall be deemed complete on the day of service by personal delivery (but twenty-four (24) hours after such delivery in the case of notices of special meetings of the Board) or two (2) days after mailing if deposited in the United States mail.

18.3. Members agree to provide the Authority with the official notification requirements of the Franchise Agreement for use by the Authority and agree to provide Authority with any changes in said notification requirements.

SECTION 19. Successors and Assigns.

19.1. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the Members.

19.2. However, no Member shall assign any of its rights under this Agreement except to a duly formed public entity organized and existing under the Laws of the State of California approved by a majority of the Directors who do not represent the assigning Member.

19.3. No assignment shall be effective unless and until the Authority, the Members and the proposed assignee comply with all then applicable requirements of Law relating to changes in the composition of entities such as the Authority.

SECTION 20. El Cerrito Recycling Services. It is acknowledged by the Members that the El Cerrito Recycling and Environmental Resource Center was in existence and operating before the formation of the Authority, and this Agreement is not intended to alter the operations of the Center. Accordingly, the El Cerrito Recycling and Environmental Resource Center shall not be considered a Facility for the purposes of this Agreement. The City of El Cerrito operates both

the Recycling Center and a curbside collection program for Recyclable Material. The City of El Cerrito also has entered into agreements relating to the collection, processing and disposal of its Solid Waste, green waste and Recyclable Materials and the flow of such wastes are not controlled by the Authority. In particular, the Authority may not direct Recyclable Materials collected as part of El Cerrito Recycling Services except as separately agreed to by the Authority and El Cerrito. In addition, the costs of operating the El Cerrito Recycling Services shall not be included in the calculation of Approved Rates for Directed Waste and Materials collected within El Cerrito.

SECTION 21. Third Party Beneficiaries. The Authority shall be a third-party beneficiary of this Agreement entitled to exercise all rights of and benefits accruing to the Authority that are specified in this Agreement.

SECTION 22. Severability. Should any part, term or provision of this Agreement be decided by a final judgment of a court or arbitrator to be illegal or in conflict with any law of the State of California or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms and provisions shall not be affected.

SECTION 23. Section Headings. All section headings contained in this Agreement are for convenience and reference. They are not intended to define or limit the scope of any provision of this Agreement.

SECTION 24. Dispute Resolution.

24.1. Informal Resolution. Should a dispute arise in connection with the interpretation or performance of this Agreement, the provisions of this Section 24 shall apply. A Member shall give the Authority and Members written notice of such dispute. The parties shall attempt to resolve their disputes informally to the maximum extent possible. In the event such dispute

is not resolved within thirty (30) days of such notice, either party may propose the appointment of a mediator for advice and a non-binding mediation, and the other party or parties shall attend such mediation. If the dispute is not resolved through mediation, within sixty (60) days thereafter, then any party may refer it to arbitration.

24.2. Arbitration. All disputes that arise in connection with the interpretation or performance of this Agreement that are not resolved pursuant to the informal procedures of Section 24.1, shall be resolved on an equitable basis by a single arbitrator under the commercial arbitration rules of the American Arbitration Association.

24.3. Binding Arbitration. The arbitrator's decision shall be final and binding on the Authority, all Members and all former Members involved or affected by the dispute.

24.4. Enforcement. The Authority, any Member and any former Member that is party to the dispute may enforce any award, order or judgment of the arbitrator in any court of competent jurisdiction.

CITY OF EL CERRITO

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

CITY OF HERCULES

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

CITY OF PINOLE

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

CITY OF RICHMOND

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

[SIGNATURES CONTINUED ON THE NEXT PAGE]

CITY OF SAN PABLO

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

3231604.17

Exhibit A
Boundaries

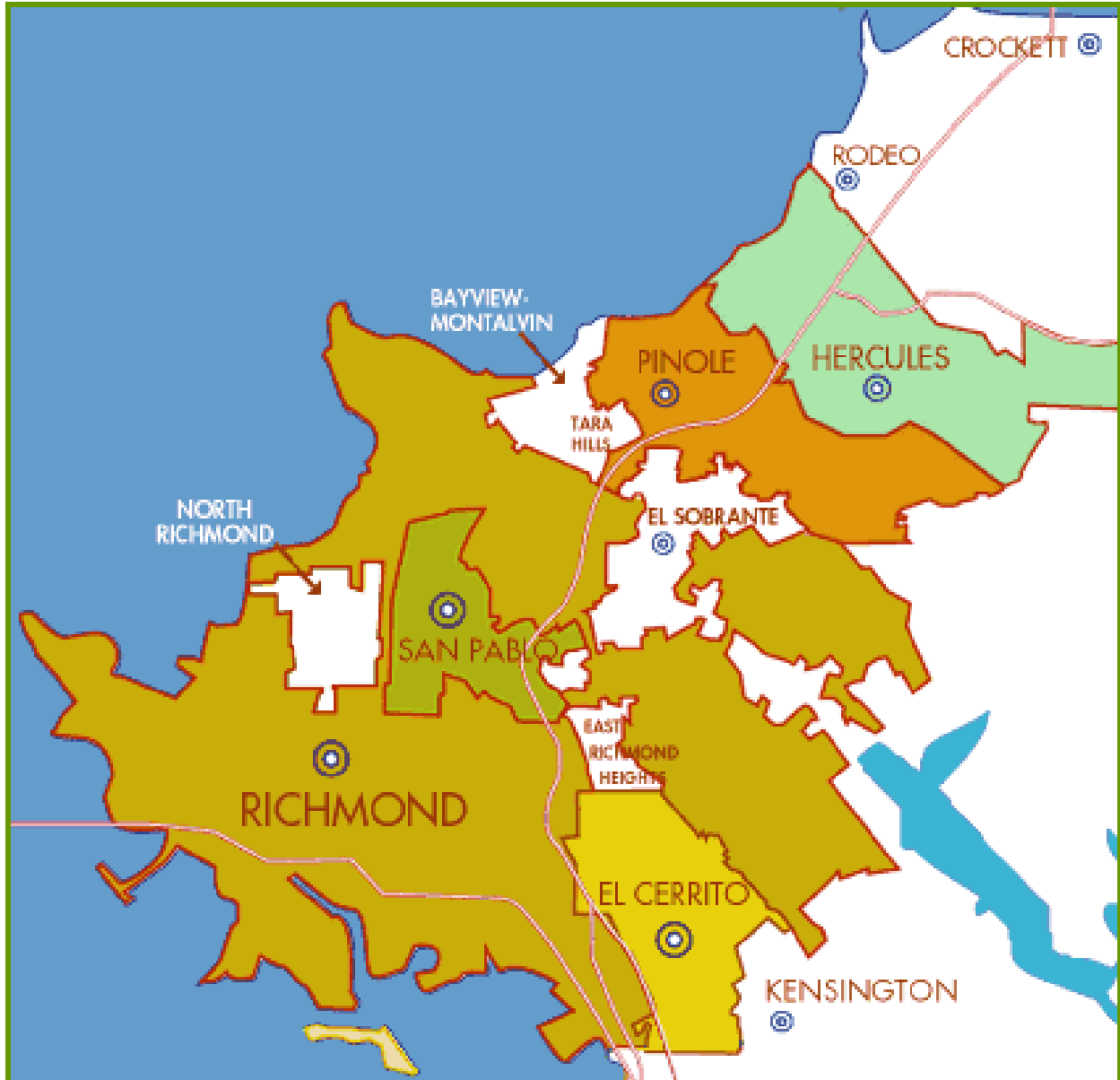


Exhibit B

Rate Setting Methodology

Exhibit B

Summary Formulas and Full Description of RecycleMore Post-Collection Rate Calculation Methodology

Exhibit B describes and shows formulas used in the current methodology for calculating RecycleMore Post-Collection Rates. All 2018 Sample Calculation figures stated in Exhibit B are directly referencing the Approved 2018 Richmond Sanitary Service Area Post-Collection Rate Calculation, shown in the table below.

Approved Richmond Sanitary Service Area Post-Collection Rate Calculation

	\$ 92.02 Blended per ton				157,980 total tons =	14,537,960.88 Annual Revenue	
	Residential				Commercial	Industrial	
	20-Gallon	35-Gallon	60/65-Gallon	95/100-Gallon	Per Cubic Yard	Per Ton	TOTAL
2018 Rates	\$ 5.08	\$ 8.91	\$ 16.57	\$ 24.86	\$ 9.66	\$ 140.17	\$ 140.17
2018 Tonnage Basis	45,214				25,406	33,099	103,719
2017 % of Tons	44%				24%	32%	
2018 Unit Basis***	59,280				368,500	33,099	
2018 Revenue Requirement	\$ 6,337,578.32				\$ 3,561,051.74	\$ 4,639,330.83	\$ 14,537,960.88
2017 Rate	\$ 4.86	\$ 8.52	\$ 15.85	\$ 23.78	\$ 10.35	\$ 137.90	\$ 137.90
2018 Rate	\$ 5.08	\$ 8.91	\$ 16.57	\$ 24.86	\$ 9.66	\$ 140.17	\$ 140.17
\$ Increase/(Decrease)	\$ 0.22	\$ 0.39	\$ 0.72	\$ 1.08	\$ (0.69)	\$ 2.27	\$ 2.27
% Increase/(Decrease)	4.5%	4.6%	4.5%	4.5%	-6.7%	1.6%	1.6%

Step 1: Calculate the Richmond Sanitary Service (RSS) Annual Post-Collection Revenue Requirement

DESCRIPTION:

The RSS Annual Post-Collection Revenue Requirement is calculated as:

\$92.02, which is the RecycleMore Board approved Blended Per-Ton Rate calculated as described in Section 5 of the Post-Collection Agreement (PCA) between RecycleMore and Republic Services (Republic) times 157,979.54, which is the Total Number of All Tons Collected by RSS¹ and reported by Republic for the twelve-month period from August 1 of the prior year through

¹ Pursuant to the franchise agreements between RSS and Hercules, Pinole, Richmond and San Pablo and Contra Costa County.

July 31 of the present year, and is inclusive of Solid Waste (Trash), Dry Waste, Construction and Demolition Debris (C&D), Recycling and Organics.

FORMULAS:

Blended Per-Ton Rate (rounded to the nearest cent) ***TIMES***

Total Number of All Tons Collected 8/1 to 7/31 ***EQUALS***

RSS Annual Post-Collection Revenue Requirement

2018 SAMPLE CALCULATION:

$\$92.02 \times 157,979.54 \text{ tons} = \$14,537,960.88^2$

Step 2: Calculate the Revenue Requirement per Sector

DESCRIPTION:

The Revenue Requirement per Sector (Residential, Commercial, Industrial) is calculated as:

The RSS Annual Post-Collection Revenue Requirement as calculated in Step 1, times each Sector's percentage of the total Solid Waste (Trash), Dry Waste and C&D reported by Republic for the twelve-month period from August 1 of the prior year through July 31 of the present year.

These tonnages are a subset of the total number of all tons used in Step 1 in that recycling and organics tonnages are not included. For example, the total number of all tons used in Step 1 in 2018 was 157,979.54 tons, whereas the total solid waste (trash), dry waste and C&D tonnage was 103,718.67, with the difference between the two being 54,260.87 tons of recycling and organics, which are not counted for the purposes of calculating the Revenue Requirement per Sector.

FORMULAS:

Residential Sector

RSS Annual Post-Collection Revenues Requirement ***TIMES***

Residential Sector Total Tons of Trash, Dry Waste and C&D ***DIVIDED BY***

² The Blended Per-Ton Rate used in prior years and in the 2018 Post-Collection Rate calculation was not rounded to the nearest cent, and as a result the RSS Annual Post-Collection Revenue Requirement shown above is an insignificant \$683.61 higher than the product of \$92.02 times 157,979.54.

All Sector Total Tons of Trash, Dry Waste and C&D **EQUALS**

Residential Sector Revenue Requirement

Commercial Sector

RSS Annual Post-Collection Revenues Requirement **TIMES**

Commercial Sector Total Tons of Trash, Dry Waste and C&D **DIVIDED BY**

All Sector Total Tons of Trash, Dry Waste and C&D **EQUALS**

Commercial Sector Revenue Requirement

Industrial Sector

RSS Annual Post-Collection Revenues Requirement **TIMES**

Industrial Sector Total Tons of Trash, Dry Waste and C&D **DIVIDED BY**

All Sector Total Tons of Trash, Dry Waste and C&D **EQUALS**

Industrial Sector Revenue Requirement

2018 SAMPLE CALCULATION:

Residential Sector: \$14,537,960.88 X 45,214.40 tons / 103,718.67 tons = **\$6,337,578.32**

Commercial Sector: \$14,537,960.88 X 25,405.73 tons / 103,718.67 tons = **\$3,561,051.74**

Industrial Sector: \$14,537,960.88 X 33,098.54 tons / 103,718.67 tons = **\$4,639,330.83**

Step 3: Calculate the Unit Basis per Sector

DESCRIPTION:

The Unit Basis per Sector is expressed in monthly 35-Gallon Equivalents (Residential), Annual Cubic Yards (Commercial), and Annual Tons (Industrial) and is based on tonnage and detailed cart counts and cubic yard information reported by RSS and Republic, each of which are calculated per the following:

For the Residential Sector, the total number of residential Solid Waste (Trash) collection carts by gallon size (20, 35, 60/65, and 95/101) reported as of September 30 of the current year are multiplied by the 35-Gallon Equivalent factor for each cart size, yielding an equivalent number of 35-gallon carts. The 35-

Gallon Equivalent factors for each cart size are calculated as the ratio of gallon size divided by 35 and are shown in the table below. In 2018, the total number of 35-Gallon Equivalents was calculated at 59,280.

Trash Cart Size	35-Gallon Equivalents
20-gallon	0.57
35-gallon	1.00
60/65-gallon	1.86
95/101-gallon	2.79

For the Commercial Sector, the annual cubic yards are calculated as twelve (12) times the total commercial cubic yards per month on September 30. For the 2018 rate calculation, this number was 30,708 times 12, yielding 368,500 annual cubic yards.

For the Industrial Sector, the annual tons are the total industrial of Solid Waste (Trash), Dry Waste and C&D as shown in Step 2 (33,098.54 tons)

FORMULAS:

Residential Sector

Total Number of 20-gallon Trash carts ***TIMES 0.57 PLUS***

Total Number of 35-gallon Trash carts ***PLUS***

Total Number of 60/65-gallon Trash carts ***TIMES 1.86 PLUS***

Total Number of 95/101-gallon Trash carts ***TIMES 2.79 EQUALS***

Residential Sector Unit Basis

Commercial Sector

Total Number of Commercial Cubic Yards per Month ***TIMES 12 EQUALS***

Commercial Sector Unit Basis

Industrial Sector

Industrial Sector Total Tons of Trash, Dry Waste and C&D ***EQUALS***

Industrial Sector Unit Basis

2018 SAMPLE CALCULATION:

Residential Sector

8,486 20-gallon carts $\times 0.57 = 4,849$ 35-Gallon Equivalents +

47,197 35-gallon carts $\times 1 = 47,197$ 35-Gallon Equivalents +

3,000 60/65-gallon carts $\times 1.86 = 5,571$ 35-Gallon Equivalents +

597 95/101-gallon carts $\times 2.79 = 1,663$ 35-Gallon Equivalents =

59,280 35-Gallon Equivalents as Residential Unit Basis

Commercial Sector

30,708 cubic yards $\times 12 = 368,500$ Annual Cubic Yards as Commercial Sector Unit Basis

Industrial Sector

33,098.54 tons as the Industrial Sector Unit Basis

Step 4: Calculate the Post-Collection Rate Per Sector

DESCRIPTION:

For the Residential Sector, the base Post-Collection Rate is calculated for the 35-Gallon Trash cart as the Residential Sector Revenue Requirement, divided by the Residential Sector Unit Basis, divided by 12 months. The Post-Collection Rates for the 20-Gallon, 65-Gallon and 95/101-Gallon Trash carts are calculated based on the percentage increase in the 35-Gallon Post-Collection Rate for the coming rate year times the 20-Gallon, 60/65-Gallon and 95/101-Gallon Post-Collection Rates in the current rate year.

For the Commercial and Industrial Sectors, the Post-Collection Rate is simply the Revenue Requirement for each sector divided by the Unit Basis for each sector.

FORMULAS:

Residential Sector

Residential Sector Revenue Requirement ***DIVIDED BY***

Residential Sector Unit Basis ***DIVIDED BY***

12 EQUALS

Coming Rate Year 35-Gallon Post-Collection Rate

Coming Rate Year 35-Gallon Post-Collection Rate ***DIVIDED BY***

Current Rate Year 35-Gallon Post-Collection Rate ***MINUS***

Percentage Increase in the 35-Gallon Post-Collection Rate

20-Gallon, 60/65-Gallon, and 95/101-Gallon Current Rate Year Post-Collection Rates ***TIMES***

Percentage Increase in the 35-Gallon Post-Collection Rate ***EQUALS***

Coming Rate Year 20-Gallon, 60/65-Gallon and 95/101-Gallon Post-Collection Rates

Commercial Sector

Commercial Sector Revenue Requirement ***DIVIDED BY***

Commercial Sector Unit Basis ***EQUALS***

Commercial Per-Cubic Yard Post-Collection Rate

Industrial Sector

Industrial Sector Revenue Requirement ***DIVIDED BY***

Industrial Sector Unit Basis ***EQUALS***

Industrial Per Ton Post-Collection Rate

2018 SAMPLE CALCULATION:

Residential Sector

$\$6,337,578.32 / 59,280 \text{ 35-Gallon Equivalents} / 12 = \text{\$8.91 Coming Rate Year 35-Gallon Post-Collection Rate}$

$\$8.91 / \$8.52 \text{ Current Rate Year 35-Gallon Post-Collection Rate} = \text{104.56\% Annual Increase in 35-Gallon Post-Collection Rate}$

$\$4.86 \text{ Current Year 20-Gallon Post-Collection Rate} \times 104.56\% = \text{\$5.08 Coming Rate Year 20-Gallon Post-Collection Rate}$

$\$15.85 \text{ Current Year 60/65-Gallon Post-Collection Rate} \times 104.56\% = \text{\$16.57 Coming Rate Year 60/65-Gallon Post-Collection Rate}$

\$23.78 Current Year 95/101-Gallon Post-Collection Rate X 104.56% = \$24.86 Coming Rate Year 95/101-Gallon Post-Collection Rate

Commercial Sector

\$3,561,051.74 / 368,500 = \$9.66 Commercial Per Cubic-Yard Post-Collection Rate

A commercial customer with a two-yard container, picked up once per week, pays \$83.72 per month in Post-Collection Rates based on:

\$9.66 Commercial Per Cubic Yard Post-Collection Rate X 2 cubic yards per week X 52 weeks per year / 12 months = \$83.72 per month in Commercial Post-Collection Rates

Industrial Sector

\$4,639,330.83 / 33,098.54 = \$140.17 Industrial Per Ton Post-Collection Rate

An industrial customer with a thirty (30) yard container with contents weighing 5 tons would pay \$700.85 each time the container is serviced based on:

\$140.17 Industrial Per Ton Post-Collection Rate X 5 = \$700.85 in Industrial Post-Collection Rates



AGENDA BILL

Agenda Item No. 4(D)

Date: September 12, 2019
To: El Cerrito City Council
From: Paul Keith, Chief of Police
Subject: Agreement with the West Contra Costa Unified School District Regarding Funding of School Resource Officers

ACTION REQUESTED

Adopt a resolution authorizing the City Manager to enter into an agreement with the West Contra Costa Unified School District (WCCUSD) to partially fund two School Resource Officer Positions.

BACKGROUND

In 2005, the West Contra Costa Unified School District (WCCUSD) dissolved its police department. In November of that year, the City Council authorized the City Manager to enter into an agreement with the West Contra Costa Unified School District to partially fund one School Resource Officer (SRO) at the El Cerrito High School campus on a temporary basis. The Police Department added a second SRO at the High School in March 2006. In May of 2009, Portola Middle School experienced a series of events that called into question the safety of students and staff. The ECPD assigned an SRO to the campus and continues to do so today.

Over the years, negotiations with the WCCUSD have decreased the number of Police Department SROs from three positions to two positions. The ECPD currently staffs two full time SROs, one assigned to El Cerrito High School and the other assigned to Korematsu Middle School. In the last agreement with the WCCUSD for the 2018/2019 school year, the WCCUSD paid \$346,840 toward the cost of two SRO positions.

ANALYSIS

Since the inception of the SRO program, the Police Department has received tremendous positive feedback. The SROs receive frequent praise from parents, faculty, students, and members of the community. The program has made a significant positive difference in the relationship between the school community and the Police Department.

The proposed contract reduces the WCCUSD SRO payment from \$346,840 to \$300,000. The WCCUSD is making the same proposed reduction in its agreements with other West Contra Costa County police agencies.

The agreement, included as Attachment 2, represents the same agreement language from 2018/2019, with the amount of the payment as the only change.

STRATEGIC PLAN CONSIDERATIONS

This agreement primarily aligns with two goals from the City of El Cerrito Strategic Plan. This agreement helps to ensure the public's health and safety by deploying highly trained and experienced police professionals at two significant school campuses. The agreement also represents a fulfillment of our goal to deliver exemplary government services. This agreement is a collaboration between the City of El Cerrito and the West Contra Costa Unified School District. The agreement demonstrates that the City of El Cerrito is a partner in providing for the safety of students attending class at campuses within the City limits.

FINANCIAL CONSIDERATIONS

The City will be reimbursed a total of \$300,000 for the fiscal year in return for the service of two SROs. The annual full cost of a top step police officer is approximately \$207,000 in fiscal year 2019/2020. The City of El Cerrito incurs additional expenses related to deploying SROs. The Police Department provides patrol vehicles, laptop computers, tablets, and all equipment needed by the SRO to perform their duties. The Police Department also provides staffing at school events, often on an overtime basis. The City budgeted \$350,000 for WCCUSD SRO reimbursement. The current agreement represents significant additional cost sharing by the City of El Cerrito.

LEGAL CONSIDERATIONS

The City Attorney reviewed and approved as to form the attached School Resource Officer Agreement and Resolution.

Reviewed by:



Karen Pinkos
City Manager

Attachments:

1. Resolution
2. School Resource Officer Agreement
3. Positive School Climate Resolution

RESOLUTION 2019-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT TO PARTIALLY FUND TWO SCHOOL RESOURCE OFFICERS, ONE AT EL CERRITO HIGH SCHOOL AND ONE AT KOREMATSU MIDDLE SCHOOL FOR THE TERM OF JULY 1, 2019 THROUGH JUNE 30, 2020

WHEREAS, on November 7, 2005 the City of El Cerrito adopted a Resolution authorizing the City Manager to enter into an agreement with the WCCUSD to provide a School Resource Officer at El Cerrito High School following the dissolution of the West Contra Costa Unified School District Police Department; and

WHEREAS, the City of El Cerrito and the West Contra Costa Unified School District have continued to enter into agreements to partially fund School Resource Officers at El Cerrito High School and Korematsu Middle School; and

WHEREAS, the School Resource Officer Program has provided for the safety and security of students, staff, parents and community members and the West Contra Costa Unified School District seeks to continue a cost sharing agreement; and

WHEREAS, the West Contra Costa Unified School District has presented an agreement which would pay the City of El Cerrito the amount of three hundred thousand dollars (\$300,000) for fiscal year 2019/2020.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of El Cerrito that it hereby authorizes the City Manager to enter into an agreement with the West Contra Costa Unified School District to partially fund two school resource officers, one at El Cerrito High School and one at Korematsu Middle School for the term of July 1, 2019 through June 30, 2020.

I CERTIFY that at a regular meeting on September 17, 2019 the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on September XX, 2019.

Holly M. Charléty, City Clerk

APPROVED:

Rochelle Pardue-Okimoto, Mayor

SCHOOL RESOURCE OFFICER AGREEMENT
BETWEEN
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AND
CITY OF EL CERRITO

RECITALS

This contract entered into on July 1, 2019, between the West Contra Costa Unified School District (“WCCUSD”), hereafter referred to as “District,” and the City of El Cerrito, hereafter referred to as “City,” who agree as follows:

WHEREAS,

- A. The City is a municipal corporation of the State of California located in the County of Contra Costa, State of California, and has its principal place of business at 10890 San Pablo Avenue, El Cerrito, California 94530.
- B. The District is a public school district in the County of Contra Costa, State of California, and has administrative offices located at 1108 Bissell Avenue, Richmond, California 94801.
- C. The District desires to engage the services of the City to provide police services as described in this Agreement on the campuses of El Cerrito High School and Korematsu Middle School, and the City desires to render such services on the terms and conditions set forth in this Agreement.
- D. California Government Code section 53060 authorizes the legislative body of any public or municipal corporation or district to contract with and employ any persons for the furnishing to the corporation or district special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required. The authority given wherein to contract shall include the right of the legislative body of the corporation or district to contract for the issuance and preparation of payroll checks. The legislative body of the corporation or district may pay from any available funds such compensation to such persons as it deems proper for the “special services” rendered.
- E. The City’s police department possesses the special experience, knowledge and expertise necessary for the performance of the “special services” required by this agreement.

WHEREAS, pursuant to Education Code 32261, it is the intent of the Legislature to encourage California public schools to develop comprehensive safety plans that are the result of a systematic planning process that includes strategies aimed at the prevention of incidents involving crime and violence on school campuses and that address the safety concerns of local law enforcement and other interests in the prevention of school crime and violence; and

WHEREAS, pursuant to the Educational Code 32261, it is the intent of the Legislature to encourage school districts and law enforcement agencies to develop and implement interagency strategies, service training programs and activities that will improve school attendance and reduce the rates of school crime including vandalism, drug and alcohol abuse, gang membership and gang violence; and

WHEREAS, pursuant to Education Code 32262, the Legislature has established School/Law Enforcement Partnership comprising the Superintendent of Public Instruction and the Attorney General which has as its duties the development and administration of program policies, procedures and activities in the furtherance of campuses which are safe, secure and peaceful; and

WHEREAS, pursuant to Penal Code 832.3, it is the intent of the Legislature to ensure the safety of pupils, staff and members of the public on or near California public schools by providing peace officers with training that will enable them to deal with the increasing diverse and dangerous situations they encounter; and

WHEREAS, the School Resource Officer (SRO) program is comprised of school-based law enforcement officers whose charge is to promote safer schools and safer children by working in partnership with school administrators and school security/safety professionals to protect students, faculty, staff and the school community.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and understandings herein, the Parties agree as follows:

1. **Scope of Work.** The scope of work shall be limited to those duties described in the Scope of Work document attached hereto as Exhibit "A" and incorporated by this reference.
2. **Term.** This Agreement shall commence on July 1, 2019 and shall continue through June 30, 2020, unless sooner terminated, as set forth in paragraph 6 of this Agreement.
3. **Payment.** The District shall pay the City, for police services provided by School Resource Officers (SROs) rendered under this Agreement, three hundred thousand dollars (\$300,000) per year, for two (2) officers, through the expiration of this contract on June 30, 2020. The payment is also for overtime worked by the SROs and other El Cerrito officers at the following campus school events: football and basketball games, Back-to-School Night and Open House, graduation and proms. The City shall provide the District with the presence of appropriate City police vehicles, operated by the SRO, including mileage, at no additional cost to the District.

The City shall submit invoices to the District to the attention of the Associate Superintendent, Business Services, West Contra Costa Unified School District, 1400 Marina Way South, Richmond, California 94804. The District shall make payment to the City no later than 30 days from receipt of the invoice.

4. **Independent Contractor.** The relationship between the Parties under this Agreement shall be one of independent contractor. The police officer who provides services under this Agreement shall not be an employee or agent of the District and is not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or, benefits, as a result of this Agreement. The School Resource Officer reports directly to the Chief of Police or designee through the Police Department established "chain of command." The Police Department shall maintain direct supervisory control over the assigned SRO. The District shall have the right to approve the individual SRO assigned to it under this contract, and shall have the right to require that the assigned SRO be replaced if his or her performance is unsatisfactory to the District.

The SRO rendering services under this Agreement shall not be an employee of the District for federal or state tax purposes, or any other purpose. The City shall be responsible for tax withholding as requested by the SRO. The SRO shall be solely responsible for payment of any tax liability arising out of that officer's compensation for services performed under this Agreement.

The District assumes no liability for workers' compensation for the assigned SRO. The City shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance for the SRO assigned under this Agreement. The District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the City to account for all of the above, and the City agrees to hold the District harmless from all liability for these taxes.

5. **Indemnification.**

- A. The City shall defend, indemnify and hold harmless the District, its officers, agents and employees from any and all loss, including attorneys' fees, sustained by the District by virtue of any damage(s) to any person(s), firm or corporation that may be injured by or to any property that may be damaged by the sole fault or sole active negligence of the City, its officers, agents or employees.
- B. The District shall defend, indemnify and hold harmless the City, its officers agents and employees from any and all loss, including attorney's fees sustained by the City by virtue of any damage(s) to any person(s), firm, or corporation who may be injured by or to any property that may be damaged by the sole fault or sole active negligence of the District, its officers, agents or employees.

- C. The indemnification provisions contained in this Agreement include any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage charge or expense was caused by deliberate, willful, or criminal acts of any party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.
- D. It is the intent of the Parties that where negligence is determined to have been shared, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.
- E. Each party shall establish procedures to notify the other party of any claims or legal actions with respect to any of the matters described in this indemnification section.

6. **Termination.**

This Agreement may be terminated by either party at any time prior to the end of the Term, with or without cause, upon delivery of a written Notice of Intent to Terminate to the other party. Such notice shall be served by personal delivery or by first-class mail, registered or certified; postage prepaid, and shall be deemed received upon personal delivery or five (5) days after the mailing date whichever is sooner. The date of termination shall be the date that is ninety (90) calendar days after the date on which the Notice of Intent to Terminate is received or deemed received, as the case may be. In the event of termination, the District will compensate the City for all services rendered to the effective date of termination. The City Chief of Police is designated as authorized to accept such notice for the City and the WCCUSD Superintendent is designated to accept such notice for the District.

7. **Assignment.**

This Agreement is for personal services to be performed by the City. Neither this Agreement nor any duties or obligations to be performed by the City under this Agreement shall be assigned without the prior written consent of the District. In the event of an assignment by the City to which the District has consented, the assignee or its legal representative shall agree in writing with the District to personally assume, perform and be bound by all covenants, obligations and agreements contained in this Agreement.

8. **Notices.**

Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or on the fifth day of mailing to the party to whom the notice is to be given, by first-class mail registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

DISTRICT: West Contra Costa Unified School District
 1400 Marina Way South
 Richmond, CA 94804
 Attn: Associate Superintendent, Business Services

CITY: City of El Cerrito
 10890 San Pablo Avenue
 El Cerrito, CA 94530
 Attn: City Manager

cc: City of El Cerrito
 10900 San Pablo Avenue
 El Cerrito, CA 94530
 Attn: Chief of Police

9. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes all prior understandings between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between the Parties relating to the subject matter of this Agreement that are not

Agenda Item No. 4(D)
Attachment 2

fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the Parties.

10. **Binding on Successors and Assigns:** This Agreement shall inure to the benefit of and be binding upon the Parties and their successors.
11. **Severability.** Should any term or provision of the Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.
12. **California Law.** This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.
13. **Ratification of Board of Education.** This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the West Contra Costa Unified School District, as evidenced by a motion of said board duly passed, and adopted in compliance with the provisions of Education Code 39656.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

CITY OF EL CERRITO

BY: _____
Associate Superintendent, Business Services

BY: _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

EXHIBIT A
SCOPE OF WORK

VISION STATEMENT

West Contra Costa Unified School District (WCCUSD) is committed to maintaining a positive, collaborative working relationship with local law enforcement.

PURPOSE

The purpose of this document is to delineate the roles and responsibilities School Resource Officers (SROs) from the El Cerrito Police Department as well as align those roles and responsibilities with the WCCUSD Positive School Climate Resolution No. 49-1718 ("the Resolution," Attachment 1). In furtherance of the Resolution, this document contains clear guidelines regarding procedures for both WCCUSD staff and SROs.

BACKGROUND

In November 2017, the WCCUSD Board of Directors passed the Positive School Climate Resolution No. 49-1718 to create welcoming, productive, and positive spaces for all members of the school community and improve outcomes for its students. The Resolution was the first step toward creating a District-wide, positive, relationship-based culture that is supportive of all members of WCCUSD that is grounded in Restorative Practices, Positive Behavior Interventions and Supports, and Trauma-Informed Practices.

With regard to student interaction with law enforcement, the Board declared: 1) involvement in the delinquency system has a significant negative impact on its students, including a higher likelihood of dropping out and later involvement in the adult criminal system; 2) students in the delinquency system often struggle to reintegrate into their school communities and make academic progress after arrest and incarceration; 3) WCCUSD has made strides to limit the role of law enforcement in addressing minor school-related behavior and begun to focus more resources on effective evidence-based supports; and 4) WCCUSD considers referral of students to law enforcement a last resort.

With daily interaction between the school's administration and the SRO, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO, SRO Supervisor, and individual school administrators. This Exhibit clarifies the roles of the SRO and the school administrators, the scope of their authority, and the responsibilities of the District and City in this collaboration.

EXPECTATIONS

While working for the El Cerrito Police Department, it is the expectation of all members of this Department to protect against serious and immediate threats to life or physical safety, while SROs have the unique responsibility of working in an educational setting with youth and in partnership with educators, counselors and the various academic and social service providers on a campus setting.

School Resource Officers and other police officers will typically not respond to routine non-criminal school discipline matters. Where possible, SROs should strive to allow students to engage in school-based interventions and maximize the student's instructional time and continued engagement in the educational setting.

SROs are expected to have regular, positive interactions with all members of the school community, build constructive relationships with students and implement programs that help create a positive school climate.

The Police Department is committed to working in partnership with the District, student and parent groups, community organizations, and additional stakeholders to continue to meet the goals and objectives of the Positive School Climate Resolution.

ORGANIZATIONAL RELATIONSHIPS

A critical element of the SRO program is an open relationship and strong communication between the school principal and the SROs. The SRO should meet weekly or more frequently if necessary, with the assigned school principal for the purpose of exchanging information about current crime trends, problem areas, or other areas of concern that have potential for threats to physical safety in the school or within the community.

The SRO is also responsible for communicating and consulting with the school site administrator as described in the sections below and will work in close contact with the principals in carrying out duties as assigned. The SRO has no direct supervisory responsibilities on the school campus.

A Patrol Division Commander or SRO Supervisor shall have a direct line of communication with the Superintendent or Superintendent's designee. The Superintendent or Superintendent's designee and SRO Supervisor shall meet to discuss any issues that arise with regard to the implementation of this Exhibit.

Programs conducted in schools by other divisions of the Police Department shall be coordinated with the SRO and the school principal to avoid redundant services and to ensure equitable distribution of such programs and services.

RESPONSIBILITIES OF SCHOOL PRINCIPAL AND/OR DESIGNEE

WCCUSD staff has the responsibility to ensure consistent enforcement of school rules and policies. WCCUSD employees, not the police department, have the main responsibility of investigating allegations of student behavior and to discipline students.

In an emergency situation, the school shall call 911 and also notify the SRO. In a non-emergency situation, the school should notify the SRO or call the non-emergency line at the Police Department ((510) 237-3233) if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his/her return to duty.

Unless there is a serious and immediate threat to physical safety, school staff should not make direct referrals of students to law enforcement but should make such referrals to the principal and/or their designee. Before referring a student to law enforcement, the school principal and/or their designee shall consider the following:

Student Conduct and Discipline Matrix:

Has the Code of Student Conduct and Discipline Matrix been followed in this instance? Could this be resolved by consequences within the school discipline system, utilizing alternatives other than citation or arrest (such as Level 1, Level 2, or Level 3 interventions per the Discipline Matrix or any other school-based alternative to law enforcement involvement)?

Referral to specialized teams or community-based service providers:

If the Discipline Matrix cannot resolve the incident, consider referral to a CARE/COST Team; Wraparound Team; Student Support Team; Student Attendance Review Board; Educationally Related Mental Health Services or other Medi-Cal funded services; assessment of disabilities that may qualify for a Section 504 Plan or Individualized Education Plan (for students with suspected disabilities); and/or to a community-based programs that offers peer mediation, mentoring, counseling, therapy, or other intensive services.

If further support is needed but not available at the school level, the school principal and/or designee may call the District designee at Student Services (e.g., School Climate Director) for guidance.

RESPONSIBILITY OF SCHOOL RESOURCE OFFICER

Although school staff should not, in general, make direct referrals of students to law enforcement, it is the responsibility of the SRO to communicate with the school principal with regard to any direct referral the SRO receives from school staff.

Except for compelling circumstances requiring an immediate response, before issuing a citation or making an arrest of a student for behavior on school grounds, on the student's way to or from school, or during a school-sponsored or related event, an SRO should, where possible, follow the guidance below.

Consult with the school principal and/or their designee regarding the direction from the School Discipline Matrix:

Has the Code of Student Conduct and Discipline Matrix been followed in this instance? Could this be resolved by consequences within the school discipline system, utilizing alternatives other than citation or arrest (such as Level 1, Level 2, or Level 3 interventions per the Discipline Matrix or any other school-based alternative to citation or arrest)?

Evaluate the situation:

Considering all the surrounding circumstances, does this incident rise to the level of a felony that presents a serious and immediate threat to life or physical safety *and* that necessitates arrest?

Communicate with the student:

Can the situation be resolved with an intervention approach that may include the officer talking to the student about their behavior; a verbal warning; taking the student out of the situation in order to cool off or other intervention?

If the responses to any of the questions above reveal that a school-site intervention or school discipline approach under the District's Discipline Matrix, a referral to a community-based service provider, or an intervention with the student's parent, guardian or caregiver can resolve the situation, the student should be referred to the principal and/or their designee.

Issuance of a Diversion Referral

The SRO should consider making a diversion referral to the appropriate community-based service provider before making an arrest.

School administrators must immediately notify the parent, guardian, or caregiver of any student being released into the custody of law enforcement pursuant to Education Code section 48906.

In an effort to minimize trauma, stigma, and disruption to the learning environment, law enforcement should not remove a student from a classroom unless compelling circumstances exist requiring an immediate response.

Arrests of students, if at all possible, should not take place on campus. Any arrest of a student on a school campus, by an SRO or any law enforcement officer, should be made in accordance with school policy and this Exhibit.

The district also understands that a "rapidly evolving" police situation may unfold requiring an officer to take immediate action whereupon suggested guidance above may be more difficult to follow.

POLICE INVESTIGATION AND QUESTIONING

Before questioning a student about an alleged offense, the SRO will make all efforts to inform the school site administrator, who upon notification, shall make contact with the student's parent, guardian, or foster caregiver to inform them of the SRO's intent to question their child.

Pursuant to Penal Code section 625.6, prior to a custodial interrogation, and before the waiver of any Miranda rights, a youth 15 years of age or younger shall consult with legal counsel in person, by telephone, or by video conference. The consultation may not be waived.

If an SRO or investigating officer requests from school staff the location, class schedule, legal name, mailing address, phone number or any other information regarding a student, school site administrators will be made aware, where possible, of the reason for the needed information.

The school principal shall be notified immediately of any significant enforcement actions taken by an SRO or investigating officer(s).

NO DISCLOSURE OF STUDENT INFORMATION TO LAW ENFORCEMENT

Federal and state laws protect the privacy of students and their parents. Information may only be shared with individuals authorized to receive the information. Information may be shared with an authorized person when:

- Based upon the school official's determination, it is in the legitimate educational interest of the student;
- The person giving the information is acting within their job responsibility and the information is related to that job function;
- The person receiving the information is serving within the capacity of his/her job and the information is related to that job function.

If such access is provided, the SRO must protect the privacy of the student records it receives and may only disclose the student records, or the information obtained from the student's records, in compliance with state and federal law.

Unless there is a health or safety emergency requiring disclosure of information contained within student records, the information obtained by an SRO from a student's records may not be shared with other law enforcement agencies or personnel. For this reason, circumstances where the SRO is provided access to student records should be limited and only when there is a legitimate educational interest in providing such access, or, an emergency situation exists.

Access to student records by SROs should only be granted with the approval and supervision of a school administrator. Access shall be duly noted on the Access Log. Student records should remain in the possession of the school administrator(s) at all times.

SEARCH AND SEIZURE

In general, the SRO should not become involved in administrative (school-related) searches. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have an administrator act as his or her agent.

Any search initiated by an SRO or other police officer shall be conducted within the confines of the current law. Any search initiated by an SRO or other police officer shall be in accordance with El Cerrito Police Department policy.

MEETINGS

The Superintendent or designee should meet twice yearly with the SRO Supervisor, and at other times at the request of either party when needed to ensure adequate communication between the District and the Police Department. The principal shall meet with SRO's weekly and the SRO Supervisor at least once each semester. To the extent that schedules permit, the initial SRO Supervisor/Principal meeting should be held on the date of the implementation of this agreement and be devoted to reviewing school and City expectations and clarifying any operational procedures. The second meeting should occur mid-year and involve a preliminary evaluation of the SRO's performance as well as the identification and resolution of any developing issues. The SRO Supervisor shall address any concerns regarding the performance of the SRO.

Upon request, the principal shall provide information to the SRO Supervisor to assist in preparing for the annual evaluation of the SRO's performance. Principals are encouraged to consult with the SRO Supervisor prior to the selection of a new SRO to share any relevant information on the needs and concerns of the particular school.

The SRO should, where possible, be a member of the CARE/COST team at their assigned school and serve on other committees or groups as necessary to support a positive school climate.

An SRO from each school shall attend the monthly Safety Committee meeting along with the school principal or designee. Where possible, the SRO Supervisor should be made aware of Safety Committee concerns.

LOCATIONS, SCHEDULE, AND HOURS

The City hereby agrees to provide to the District police services as follows:

The SRO's duty schedule will be determined by the SRO Supervisor, but generally will be arranged to provide coverage throughout the school day including peak arrival and departure times before and after school. Whenever possible, the SRO will be visible patrolling the exterior and interior grounds, particularly during the opening or closing of school and during the lunch periods. The SROs assigned to the schools shall be present at these sites at least 90% of each 40-hour work week, except when subpoenaed for court, attending official police training or business, routine vacation and special time off, school holidays and other periods the District may designate. Any SRO may perform services outside the time period set forth in this agreement when necessary.

TRAINING AND SUPERVISION

The City shall be solely responsible for SRO training and related costs, including where the School District requests the SRO attend specific District training. The City shall retain full authority to direct and control the activities of the police officers and supervise and discipline the officers in accordance with City policies and procedures.

SROs should where possible take part in District-approved trainings for trauma-informed and restorative practices before beginning their assignments at any WCCUSD school. Officers are recommended to take this training as part of their normal duties, preferably during summer or other non-students days. This training will be provided by the district.

DATA COLLECTION AND REPORTING

The Police Department staff shall collect the following data and provide a written report, in compliance with public release records, to be filed with the Superintendent annually regarding the following data:

- School based interactions that are investigatory in nature between students and law enforcement personnel;
- School based calls for service;
- School-based citations;
- School-based arrests; and

All data above must be disaggregated by date, location of arrest/school, reason for the interaction, the alleged offense, the person who making the referral (including both SRO and school-staff initiated referrals), and student's gender, age, and race/ethnicity.

West Contra Costa Unified School District
Resolution No. 49-1718
Establishment of a Positive School Climate Policy

WHEREAS, West Contra Costa Unified School District (WCCUSD) believes strongly in creating a District-wide, positive, relationship-based culture that is supportive of all members of WCCUSD that is grounded in Restorative Practices, Positive Behavior Interventions and Supports, and Trauma-Informed Practices; and

WHEREAS, WCCUSD is committed to addressing disproportionality and disparities in the issuance of office referrals, suspensions, expulsion referrals, and expulsions, all of which result in lost instructional time, and taking affirmative steps to support its school site leadership, teachers, staff, and parents to support students in the classroom; and

WHEREAS, WCCUSD has taken a strong and proactive role in its commitment to addressing disproportionality in suspension and expulsion rates through its schoolwide plans to address culture, behavior management and discipline; and

WHEREAS, the leadership and systemic change led by WCCUSD educators has already resulted in reductions in overall suspensions throughout the District by more than 40 percent from 2014-2017; and

WHEREAS, WCCUSD recognizes that California law provides that suspension, including supervised suspension, should be utilized for adjustment purposes only when other means of correction have failed to bring about proper conduct and/or safety is at risk, and provides alternatives to suspension that are age-appropriate and designed to address and correct the student's specific misconduct; and

WHEREAS, multiple studies indicate that suspension does not result in positive behavior conditioning and furthermore can instead intensify misbehavior by increasing shame, alienation, and/or rejection amongst students, and;

WHEREAS, the American Academy of Pediatrics, Council on School Health, 2013 policy statement, "Out-of-School Suspension and Expulsion," describes the adverse effects of out-of-school suspension as "profound," and the organization maintains that "out-of-school suspension and expulsion are counterproductive to the intended goals, rarely if ever are necessary, and should not be considered an appropriate intervention in any but the most extreme and dangerous circumstances"; and

WHEREAS, WCCUSD remains concerned that a disproportionate number of African-American students in the District are given office referrals, suspended and referred for expulsion relative to their counterparts, leading to extensive lost instructional time and deepening the racial achievement/opportunity gap; and

WHEREAS, in 2016-2017, African-American students made up approximately 18% of the student population in WCCUSD, but accounted for close to 40% of suspensions and expulsions; and

WHEREAS, in 2016-2017, Special Education students made up approximately 12% of the student population in WCCUSD, but accounted for 27% of suspensions and expulsions; and

WHEREAS, in 30 percent of all suspensions in WCCUSD for the 2016-17 school year, "willful defiance" [E.C. 48900(k)] is listed as the most serious offense; and

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WHEREAS, WCCUSD remains concerned that in 2016-2017, overall African-American and Latino students make up 85% of all WCCUSD suspensions and 90% of all suspensions identified under the category of “willful defiance”; and

WHEREAS, WCCUSD recognizes that it is annually required to develop and adopt a three-year Local Control and Accountability Plan (LCAP), which shall include, for the district and each of its schools: (1) baseline data on the current suspension and expulsion rates disaggregated for all pupils and subgroups, (2) annual goals to reduce such rates, and (3) the specific actions and funding tied to improved services and supports to meet the goals; and

WHEREAS, the California School Dashboard now measures suspensions as part of the accountability system designed to assist in identifying strengths, weaknesses, and areas in need of improvement; and

WHEREAS, California Education Code Section 48900.5, effective January 1, 2013, reads that “Suspension, including supervised suspension, shall be imposed only when other means of correction fail to bring about proper conduct,” and “other means of correction include but are not limited to: (1) A conference between school personnel, the pupil’s parent or guardian, and the pupil, (2) Referrals to the school counselor, psychologist, social worker, child welfare attendance personnel, or other school support service personnel for case management and counseling, (3) Study teams, guidance teams, resource panel teams, or other intervention-related teams that assess the behavior, and develop and implement individualized plans to address the behavior in partnership with the pupil and his or her parents, (4) Referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program, (5) Enrollment in a program for teaching pro-social behavior or anger management, (6) Participation in a restorative justice program, (7) A positive behavior support approach with tiered interventions that occur during the school day on campus, or (8) After-school programs that address specific behavioral issues or expose pupils to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups;” and

WHEREAS, the majority of out-of-classroom time is due to teacher referrals or classroom suspensions for non-compliance and amounts to thousands of incidents a year and must be addressed; and

WHEREAS, in order to effectively reduce the number of out-of-classroom referrals and suspensions now, it is imperative to provide targeted support that empowers teachers to employ effective instructional and classroom management tools that can be exhausted before referring a child out of the classroom; and

WHEREAS, WCCUSD recognizes that involvement in the delinquency system has a significant negative impact on its students, including a higher likelihood of dropping out and later involvement in the adult criminal system; and

WHEREAS, students in the delinquency system often struggle to reintegrate into their school communities and make academic progress after arrest and incarceration; and

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WHEREAS, WCCUSD has made strides to limit the role of law enforcement in addressing minor school-related behavior and begun to focus more resources on effective evidence-based supports; and

WHEREAS, WCCUSD considers referral of students to law enforcement a last resort; and

WHEREAS, funding for law enforcement should be re-directed towards the reduction of class sizes and total class loads to support restorative justice practices; and

WHEREAS, the implementation of Restorative Justice practices should be supported by Restorative Justice coordinators to directly provide professional development, and mentorship to each family of schools.

NOW, THEREFORE BE IT RESOLVED, that the West Contra Costa Unified School District Board of Education directs the Superintendent establish a District policy and an implementation plan, hereafter known as the Positive School Climate Policy, to reduce all exclusionary disciplinary processes, deepen and extend positive tiered behavioral interventions and alternatives to suspension, increase instructional time, and reduce racial disparities as follows:

Full Implementation of Restorative Practices (RP) and School-Wide Positive Behavior Interventions and Supports (SWPBIS) at All Schools:

- Develop a policy and implementation plan for the roll out of Restorative Practices (RP) and a schoolwide Positive Behavior Plan at all schools over the next two years.
 - The plan shall:
 - Ensure that RP/PBIS supports, including training and professional development, are available to all teachers and educators throughout the district;
 - Identify resources and staffing needed to move towards full implementation, including identifying the roles and responsibilities of staff in the District office who are helping to implement alternatives to suspension;
 - Integrate RP and SWPBIS with Response to Intervention (RTI), and work towards addressing significant disproportionality in special education to ensure collaboration, unified efforts, and avoid inefficiencies;
 - Include steps to ensure that positive behavior and restorative practices are embraced, modeled and reinforced at all levels of the District, including by District office staff, principals and school leaders;
 - Include trauma-informed practices and behavior de-escalation support.
 - Develop a team (new or existing) at each school to self-assess current practices and to define actions and a timeline for implementing a site-designed SWPBIS plan and to guide and monitor the implementation efforts;
 - Establish simple, objective behavior expectations and a clear set of positive behavior rewards and a positive behavior system that includes both extrinsic and intrinsic motivators;
 - Create a structure for providing training and support about trauma-informed practices, the need for behavior de-escalation and implicit bias and stereotype, and Lesbian, Gay Bisexual, Transgender, Queer sensitivity, and other cultural competency training in order to help all staff more effectively respond to and

prevent behavior issues from escalating; Set measurable outcomes and benchmarks for decreasing the number of students for each subgroup that are referred to the office, suspended, involuntarily transferred, or expelled.

- For Restorative Practices, the plan shall include, but not be limited to the following:
 - Implement principles and processes throughout the school community that emphasize the importance of positive relationships as central to building community and restoring relationships when harm has occurred;
 - Consistently spend time building trusting relationships among students, staff, and family communities both schoolwide and within the classroom.
- Data-Based and Data-Driven Decision Making: The implementation plan shall include regularly collecting and analyzing discipline data and sharing it with the school community to inform disciplinary practices and procedures.
- School Community Appeal for Redress: A mechanism shall be created for students and parents, including the School Site Council, to appeal to the District for redress if Restorative Practices and/or SWPBIS have not been made available or implemented on the school site after the second year.

Tiers of Intervention and Alternatives to School Suspension:

- Tiered Behavioral Discipline Matrix at All Schools:
 - In partnership with educators, union representatives, parents, students, and other key stakeholders establish a tiered behavioral discipline matrix, aligned with Response to Intervention, Restorative Practices, and Trauma-Informed Practices, that:
 1. Includes which positive and supportive interventions at a minimum shall be utilized for all students in a consistent and age-appropriate manner, which may include the “other means of correction” listed under Section 48900.5 of the California Education Code;
 2. Establishes in policy that suspension, including supervised suspension at school, may only be utilized as the appropriate intervention in the most extreme circumstances when the appropriate identified interventions in the behavioral discipline matrix have been exhausted and documented in the District data system, or the principal determines that there has been a violation of California Education Code Section 48900(a)-(e) or there is a danger to persons, as required by California Education Code Section 48900.5;
 3. Restorative practices shall be used as an alternative to suspension for every student, unless the principal determines that an exception applies as outlined in California Education Code Section 48900.5. If restorative practices are not used, the student, parent, and/or guardian may request that they be used.
- Update District policy to reflect:
 - Alternatives to suspension shall be exhausted as described in No. 2 above and documented in the District data system;
 - Every student who is suspended from school shall receive a reintegration conference and an intervention plan to be developed with the student and guardian/parent(s) that shall

include clear documented behavioral and academic expectations for the student, and any additional services or support that school staff will provide to assist the student in meeting those expectations. A parent/guardian's failure to participate shall not prevent the student from returning to school after the suspension, nor will it prevent the school and student from holding the conference or developing the intervention plan.

- Specify positive interventions for suspended students:
 - Ensure that if a teacher suspends pursuant to California Education Code Section 48910, consistent in-school options are available with appropriately credentialed intensive supervision, behavioral counseling, and completion of schoolwork as required by Education Code 48911.1, is provided for the duration of the suspension by teacher from class.
 - For “out-of-school suspension,” to the extent feasible, seek out alternative locations and providers for the suspension so a student is not left to stay at home.
 - Develop strategies to ensure students serving suspensions have the tools to remain current with assignments and classroom lessons.

Alternatives to Suspensions for Disruption/Willful Defiance:

- Ensure that proactive, data-informed and evidence-based alternative interventions are in place for incidents involving “defiance” or “disruption.”
- Alternatives to suspension shall reflect evidence-based interventions for differing levels of defiant or disruptive behavior, and shall include behavior de-escalation support and trauma sensitive practices.
- Update District policy to provide that beginning on the first day of the 2018-19 school year no student in Grades Preschool-6 shall receive a suspension or recommendation for expulsion/be expelled solely on the basis of “disruption/willful defiance” [Section 48900(k)].
- Update District policy to provide that beginning on the first day of the 2019-20 school year no student in Grades Preschool-12 shall receive a suspension or recommendation for expulsion/be expelled solely on the basis of “disruption/willful defiance” [Section 48900(k)].

Disproportionate Referral, Suspension, and Loss of Instructional Time for African-American Students and Special Education Students:

- The Superintendent's plan shall include policies and approaches aimed at ending the significant disproportionate referral, suspension, and expulsion rates of African-American students and special education students.
- For schools where the percentage of suspensions for African-American students and/or special education students is *significantly* greater than percentage of African-American students enrolled:
- Provide Priority and Deeper Site Support in:
 - a. Restorative principles and practices
 - b. School-wide Positive Behavior Interventions and Supports (SWPBIS)
 - c. Trauma-sensitive practices
 - d. Implicit/explicit bias

- e. Recruitment and Retention of Effective Educators
 - o School site goal setting, with support and review by the Superintendent, for reducing suspensions/expulsions for African-American students and/or special education students at the beginning of each year.
 - o Significant Disproportionality: For the purposes of this section, significant disproportionality will be defined in the policy, with input from educators, parents, and community in a manner that is consistent with civil rights laws..
- Support for Students and Educators:
 - o School principals will consult with the appropriate Associate Superintendent or Superintendent's designee, who will identify and ensure that "other means of correction" under the behavioral discipline matrix have been exhausted for African-American students and/or special education students recommended for suspension, as required by California law under Education Code 48900.5 and District policy.
 - o The Associate Superintendent or Superintendent's designee shall work with the school site to identify available in-school and out-of-school supports for the African-American student recommended for suspension.
 - o If any group of students is referred for discipline at significantly greater percentages than their enrollment, such supports shall be provided to that group of students.

Suspension Appeals:

- Update the suspension notification issued to parents/students/guardians to include clear information on the steps and timeline to initiate a suspension appeal, including that a suspension can be appealed for the failure to exhaust identified appropriate alternatives to suspension in the behavioral discipline matrix.

Create Clear Policy for Use of "Permitted Dismissals" and End Undocumented Suspensions

- Create a policy regarding the use of permitted dismissals and "permits to leave" (PTL), which shall include data collection, monitoring and reporting.
- As part of this policy, reiterate that "undocumented suspensions" are prohibited and unlawful.
- Develop a broader communication plan for implementation in the 2018-19 school year to inform students, parents, and school staff regarding policies relating to permitted dismissals and undocumented suspensions and ways to address to the issue if misuse occurs.

Establish a Clear Policy and Implementation Plan to Re-Evaluate the Roles, Duties, Functions and Practices of Law Enforcement in Our Schools:

By the end of the 2017-2018 academic year, implement a policy that includes the following standards that will also be incorporated into School Resource Officer contracts:

- Student discipline and ensuring students comply with school rules is the responsibility of school personnel and not of School Resource Officers. School Resource Officers should respond only to situations in which there is a serious and immediate threat to life or physical safety.

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- Unless there is a serious and immediate threat to life or physical safety, school personnel shall utilize school-based interventions and shall not refer the incident to School Resource Officers or other law enforcement.
- For all violations that do pose a serious and immediate threat to life or physical safety, School Resource Officers should consider whether pre-arrest diversion would address the incident and prevent future harm. For all other violations, School Resource Officers shall refer students to the school site administrator.
- Law enforcement departments providing School Resource Officers will provide activity reports, including the number of calls for service, arrests, citations, and the use of alternatives (i.e., SRO referrals to school administrators and referrals for pre-arrest diversion) to principals, the Superintendent, and the District Culture and Climate Work Group on a monthly basis. The data in these reports will be disaggregated by each student's school, age, gender, and racial/ethnic background.

Regular and Accurate Data Reporting on Disciplinary Measures and Interventions:

- Publish aggregate data on school discipline and behavioral interventions and disaggregate by all subgroups on the District's website bi-annually after each semester for the District and each school. Data shall include:
 - The aggregate number of referrals, teacher, supervised in-school, and out-of-school suspensions, voluntary and involuntary transfers, expulsion referrals, expulsions, and stipulated expulsions disaggregated by all subgroups, including race, ethnicity, special education status, ELL status, socioeconomic status, homeless, foster youth or probation status, and disability and by offense for the district and by school site.
 - The number of instructional days and ADA funding lost to suspensions, transfers, and expulsions.
 - Interventions and alternatives to suspension utilized by school sites, including restorative practices circles and conferences.
 - In reporting such data, the privacy of individual students and teachers shall be protected. Data will not be disaggregated in any manner that could reveal student identity to the public or to knowledgeable members of the school community.
 - The district will work with school sites to report accurate data around incidents of school discipline (traditional and/or restorative) without penalty.

Establish an office/point person in the district by the start of the 2018-2019 school year to promote and support the implementation of expectations laid out in this policy over a two-year period including:

- A District Culture and Climate Team will be established to convene quarterly to review culture, climate and safety data at all schools in WCCUSD. This work group is charged with monitoring implementation and progress toward defined outcomes. This group will determine a set of trackable indicators to evaluate the climate and culture of each school.
- Strengthen or upgrade accountability strategies and systems.
- Review suspension and referral forms. Simplify reporting system for suspension.

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- Inventory programs and services at sites. Develop policy recommendations to identify criteria for the selection of programs and services and/or required supports. (See comprehensive listing of services maintained by Community Engagement)
- Upgrade data systems to enable schools to better monitor and evaluate the effectiveness of behavior management and disciplinary practices and supports, track and identify students in need of early intervention as well as more intensive supports.
- Establish through Proposition 47 funding a new Climate Coordinator, consultants and community partners to:
 - i. Provide on-going training to address cultural competency, issues of race and implicit and explicit biases and support site needs assessments to investigate what professional development should be provided.
 - ii. Provide or intensify training of COST/CARE Teams on restorative and trauma informed practices to strengthen capacity to provide supportive and instructional responses to behavior.
 - iii. Provide training to school personnel to support the reintegration of students returning from suspension, expulsion or detention.
 - iv. Strengthen training and “onboarding” of new teachers with priority given to those working in high-need schools. High need schools are those schools with the highest percentage of disruption incidents.

Specific expectations for Year 1 include:

- Administer and complete a school-by-school needs assessment no later than March 31, 2018, that collects data in the following areas:
 - 1. SRO staffing levels
 - 2. Calls for service
 - 3. Arrests, by penal code section, school or law enforcement initiation and reason for initial call
 - 4. Alternative practices in place at the school
 - a. Disciplinary practices
 - b. Mental health staffing by FTE
 - c. Organizations on site to provide resources to students for mental health services or assist staff with disciplinary practices
- Results of the needs assessment will be used to inform SRO staffing levels for 2018-19.
- Focus on the creation or strengthening of school climate teams (Tier 1).
- Promote inclusion of students, parents, classified staff and non-profit partners on school climate teams. Increase opportunities for student and family participation on the climate teams, especially those who have been impacted by school climate challenges.
- Provide training on positive, restorative and trauma-informed practices for school personnel, including alternatives to involving law enforcement in student behavioral issues.

Positive School Climate Policy
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- Encourage or require creation of schoolwide behavior management and discipline plans that define schoolwide positive interventions and supports to be implemented, define “minor behaviors/infractions” and the behavioral interventions and supports to be used to correct and improve behavior, and define “major” (Tier 2 and 3) behaviors and the alternatives to suspension to be used prior to considering suspension.
- Ensure a restorative reintegration conference is in place for any student returning from suspension.

Schoolwide behavior management plans identify specific behaviors and in doing so give specificity to “defiance.”

BE IT FURTHER RESOLVED, that the Superintendent shall:

1. Maintain the small working group established to develop this policy to monitor the planning and implementation of these strategies;
2. By the close of the 2017-2018 school year, present a proposal to update district policies, including the tiered behavioral intervention matrix, and an implementation plan to the Board of Education regarding how and when the district will implement all of the above including implications for staffing and support for school sites;
3. Develop a process to include input and participation from educators, including the United Teachers of Richmond, parents and students.
4. Establish a review and oversight process that includes involvement and recommendations by school staff and community, and quarterly progress reports to the Board of Education.
5. Ensure that District-approved charter schools present a sound educational program which incorporates the spirit of this resolution and complies with all applicable provisions of law, including, the prohibition of discrimination under California Education Code section 235, through the charter school authorization and reauthorization processes.
6. By the close of the 2017-2018 school year, the Superintendent will present a set of recommendations regarding appropriate levels of security and police staffing.
7. The Board of Education and Superintendent shall take the necessary steps to significantly reduce willful defiance suspensions by 75 percent in the 2018-2019 school year in grades 7-12.

BE IT FURTHER RESOLVED, that the Board of Education directs the Superintendent to address this agreement with resources for teachers and other school staff including professional development for restorative practices, working with students impacted by trauma, de-escalation techniques, cultural competency, implicit bias, relationship-building, communication skills and working with students with special needs, and prioritizing schools with highest behavioral needs.

PASSED AND ADOPTED by the Board of Education of the West Contra Costa Unified School District on this fifteenth day of November 2017, by the following vote:

AYE's _____ NO's _____ ABSENT _____ ABSTAIN _____

Positive School Climate Policy
November 2017
Page 10 of 10

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the Board of Education of the West Contra Costa Unified School District, Contra Costa County, at a meeting of said Board on November 15, 2017.

President of the Board of Education of the
West Contra Costa Unified School District

Clerk of the Board Education of the
West Contra Costa Unified School District



AGENDA BILL

Agenda Item No. 4(E)

Date: September 17, 2019
To: El Cerrito City Council
From: Aissia Ashoori, Housing Analyst
Melanie Mintz, Community Development Director
Subject: Authorization of Predevelopment Loan with Mayfair Affordable, LLC, for Development of the Mayfair Block

ACTION REQUESTED

Adopt a resolution authorizing the City of El Cerrito to enter into a Predevelopment Loan Agreement with the non-profit developer Mayfair Affordable, LLC (Developer), an affiliate of BRIDGE Housing Corporation, for that certain property located at 11690 San Pablo Avenue and 1925 Kearney Street - APN 502-062-031 - (Project) for predevelopment activities related to the development of 67 affordable housing units.

BACKGROUND

The "Mayfair Block" is approximately 1.75-acre site, adjacent to the Del Norte BART station, bordered by San Pablo and Knott Avenues, Kearney Street, and Cutting Boulevard. The site consists of three parcels of land (APNs 502-062-003, 502-062-029, 502-062-028) that were purchased by the former El Cerrito Redevelopment Agency (RDA) over a period of time. The property was acquired for the purpose of development and to catalyze future development of the Del Norte area. The property was approved to be transferred to the City for future disposition and development in the Successor Agency's Long Range Property Management Plan (Successor Agency Resolution 2015-03) and transferred to the City in 2016 (Resolution 2016-39).

After issuing a Request for Qualifications and Request for Proposal, the City selected Holliday Development and BRIDGE Housing to negotiate with for the disposition of the Property. The City entered into an Exclusive Negotiating Rights Agreement (ENRA) (Resolution 2017-26) with Holliday and BRIDGE and eventually into a Disposition and Development Agreement (DDA) with HD Mayfair, LLC (an affiliate of Holliday Development) and Mayfair Affordable, LLC for the development of the Mayfair Block (February 6, 2018; Resolution 2018-06). During that time the transit-oriented development (TOD) also received its entitlement for 156 market rate residential units, 67 affordable residential units, 8,893 square feet of commercial space and associated amenities (Design Review Board Approval on August 2, 2017 - PC 17-07 - and Planning Commission Approval July 2017; PC 17-03).

On May 1, 2019, HD Mayfair LLC, closed escrow on the property and the affordable housing parcel was simultaneously conveyed to Mayfair Affordable LLC. The first phase (market-rate component) is scheduled to begin construction fall 2019 and the second phase (affordable component) is anticipated to begin in 2021, contingent upon securing Project financing.

Housing Policy

The Mayfair Block and its proximity to transit is a vital component to the City's housing goals and is consistent with the City's *2014 San Pablo Avenue Specific Plan* (Specific Plan), *2015-2022 Housing Element* and *2017 Affordable Housing Strategy* (Strategy).

The Project is in alignment with the *2017 Affordable Housing Strategy*. The Strategy identifies four policy pillars, and the development of this Project meets the policy goals contained in Pillar D. For reference, these include:

- A. Leverage Private Development to Address Affordable Housing Needs
- B. Reduce the Risk of Displacement
- C. Encourage Development of "Missing Middle Housing" that Serves Low- and Moderate-Income Households
- D. Increase Local Funding to Continue Supporting Development of Affordable and Special Needs Housing

As discussed in previous staff reports on February 6, 2018, and experienced in the development of the Hana Gardens, securing financing for Affordable Housing projects often requires creativity and numerous layers of funding sources. As also discussed in previous staff reports, the City will partner, as possible, to help secure the necessary funds and staff anticipated that in order to embark on the next phase of the affordable housing development the Developer would need predevelopment funds. The Developer is requesting, and staff is in support of the proposed loan request which will allow the City to continue to work with the Developer to provide high quality housing for low-income community members.

ANALYSIS

Staff is seeking authorization for a Predevelopment Loan to Developer in the amount of \$350,000 from the City's Low and Moderate Income Housing Fund, to be structured similar to the loan provided to Eden Housing for the predevelopment of Hana Gardens. This loan will assist the Developer by funding portions of the architecture and engineering, feasibility analysis costs—including the preparation of affordable housing loan applications—and legal fees associated with predevelopment activities. In order to leverage additional funding opportunities, the Developer will likely need to compete in multiple rounds of funding applications. Given the competitiveness, demonstrating a local source of funding in the Project will help strengthen their application. Lastly, a portion of the budget has been set aside for contingency costs to ensure that any changes are appropriately captured. Please see Table 1 for an itemization of expenditures.

Table 1: Predevelopment Loan Budget		
Task	Budget	Estimated Start Date
Architecture/Engineering (A&E)	\$200,000	Beginning in October 2019
Market Study	\$7,000	Spring 2020
Appraisal	\$6,000	Spring 2020
Financial Consultant	\$15,000	Beginning in October 2019
Legal	\$25,000	Beginning in October 2019
Taxes and Insurance	\$13,000	Within one year
*Contingency	\$84,000	As needed
Total	\$350,000	
<i>*Likely to be used toward A&E and legal costs.</i>		

The Predevelopment Loan is intended to help move the Project through the next phase (construction documents and financing applications) and is not associated with construction or permanent financing which is typically provided at the time construction commences. As with the Hana Gardens project, repayment of the loan will be permanently deferred, unless there is a default of the terms, and will be secured against the property through a Deed of Trust. The Developer will provide the City with quarterly progress reports, as required by the DDA.

For construction, the Developer is seeking funding from multiple affordable housing sources at the County, State, and Federal levels. In order to do so, the Developer must produce construction documents to demonstrate how the Project will be built and the costs associated to do so. To fill in these details is a multiple phase process that typically requires the work of architects, engineers and other professionals. This loan will provide the necessary resources that will allow the Developer to continue to progress through the predevelopment process.

The Regional Housing Needs Allocation (RHNA) is a state-mandated process for identifying the total number of housing units by affordability level that each jurisdiction must accommodate in its Housing Element. For the 2015-2022 reporting period, El Cerrito is tasked with creating 398 new housing units at different affordability levels, including 100 very low and 63 low-income units. This Project is an important part of meeting our goals. As of September 2019, the City is on pace to meet its 2015-2022 numbers.

Once constructed, the Project will target households earning incomes that range between 30% - 50% of the Area Median Income (\$26,050 - \$61,950). These figures are current estimates (2019) and final calculations will be subject to the income requirements determined by their respective funding sources. The terms of the DDA also stipulate that incomes are restricted to average no more than 60% of Area Median Income with the maximum income of 80% of Area Medium Income.

STRATEGIC PLAN CONSIDERATIONS

The proposed development fulfills the City's Strategic Plan Goal C: Deepen a sense of place and community identity and specifically the strategy to reimagine underdeveloped and underutilized properties and Goal B: Achieve long-term financial sustainability.

ENVIRONMENTAL CONSIDERATIONS

The City, in accordance with CEQA, has determined that the development of the Development on the Property is consistent with the Program Environmental Impact Report prepared for the San Pablo Avenue Specific Plan pursuant to CEQA Guidelines Sections 15168(c) and 15182 and has made the relevant findings.

FINANCIAL CONSIDERATIONS

The Predevelopment Loan will be made from the Low and Moderate Income Housing Fund using SERAF/ERAF loan repayments related to activities from housing assets assumed by the City as the Housing Successor Agency to the former Redevelopment Agency. This pool of funds is earmarked exclusively for low and very low-income housing. Repayment of the loan will be permanently deferred, unless there is a default of the terms, and will be secured against the property through a Deed of Trust. The proposed loan would be dispersed in three payments, beginning in FY 2019-20 through FY 2020-21. Staff will release payments in consideration with the milestones detailed in the Predevelopment Budget (Table 1).

LEGAL CONSIDERATIONS

This has been reviewed by the Successor Agency Legal Counsel.

Reviewed by:



Karen Pinkos
City Manager

Attachments:

1. Resolution

RESOLUTION NO. 2019-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO (THE "CITY") AUTHORIZING A PREDEVELOPMENT LOAN WITH MAYFAIR AFFORDABLE LLC., IN CONNECTION WITH THAT CERTAIN PROPERTY LOCATED AT 11690 AND 1925 KEARNEY STREET

WHEREAS, the City Council (the "City Council") of the City of El Cerrito (the "City") has adopted the City of El Cerrito Redevelopment Plan, originally adopted by Ordinance No. 77-17, dated November 28, 1977, (the "Redevelopment Plan"). The Redevelopment Plan sets forth a plan for redevelopment of the City of El Cerrito Redevelopment Project Area (the "Project Area"); and

WHEREAS, the former El Cerrito Redevelopment Agency (the "Agency") and City of El Cerrito have encouraged redevelopment in specific portions of the El Cerrito Redevelopment Project Area in accordance with the goals and objectives of the City of El Cerrito Redevelopment Plan as amended; and

WHEREAS, the Agency acquired 11600 and 11690 San Pablo Avenue and 1925 Kearney (the "Property") for development consistent with the Redevelopment Plan; and

WHEREAS, the Agency, was dissolved effective February 1, 2012 pursuant to operation of State law; and

WHEREAS, the City acquired the Property from the Successor Agency to the Agency pursuant to the Long Range Property Management Plan for disposition as a future development site; and

WHEREAS, the City issued a Request for Qualifications followed by a Request for Proposals for the development of the Property consistent with the goals and objectives of the Redevelopment Plan and the San Pablo Avenue Specific Plan; and

WHEREAS, on February 6, 2018, the City Council authorized the City Manager to enter into a Disposition and Development Agreement (the "DDA") with HD Mayfair LLC, an affiliate of Holliday Development LLC and Mayfair Affordable LLC, an affiliate of BRIDGE Housing Corporation, to develop the Property; and

WHEREAS, BRIDGE Housing Corporation, will develop a portion of the Property in accordance with the DDA with 67 affordable residential units for extremely-low and very-low income households; and

WHEREAS, the City as the housing successor to the Agency has established a low and moderate income housing asset fund ("Housing Fund") and has received certain loan repayments which are deposited into the Housing Fund; and

Agenda Item No. 4(E)
Attachment 1

WHEREAS, the City Council has determined that providing a predevelopment loan to Mayfair Affordable LLC to support the development of very low- and low-income housing on the property is in the best interest of the City; and

WHEREAS, the City Council adopted the 2014 San Pablo Avenue Specific Plan (the "Plan") to promote transit-oriented development for all income levels, especially new affordable housing; and

WHEREAS, housing affordability continues to be a regional issue; and

WHEREAS, the State of California 2015-2023 Regional Housing Needs Allocation ("RHNA") tasked the City of El Cerrito with creating 398 new housing units of which 163 will be targeted to very low- and low-income households; and

WHEREAS, the 2015-2023 Housing Element of the adopted El Cerrito General Plan identifies Program H2.6, Assist in Affordable Housing Development; To the extent financially feasible, the City shall assist and support the development of extremely low-, very low, low-, and moderate-income housing units. The City shall encourage developers to leverage limited local funds and resources with other sources of assistance, such as Low-Income Housing Tax Credits, mortgage revenue bonds, and other sources that fund affordable housing; and

WHEREAS, the El Cerrito Affordable Housing Strategy ("Strategy"), adopted August 17, 2017, identifies four policy pillars for implementation over the next five years to produce, protect and preserve affordable housing for El Cerrito residents; and

WHEREAS, "Pillar D. Increase Local Funding to Continue Supporting Development of Affordable and Special Needs Housing" also supports this Loan.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council finds that the above recitals are accurate.
2. The City Council hereby approves a predevelopment loan to Mayfair Affordable LLC in the amount of Three Hundred Fifty Thousand Dollars (\$350,000) to be made from the Housing Fund and authorizes the City Manager to execute all loan documents to evidence the loan including a loan agreement and any other related documents.
3. This Resolution shall take immediate effect upon its adoption.

I CERTIFY that at the regular meeting on September 17, 2019, the City Council of the City of El Cerrito passed this resolution by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

Agenda Item No. 4(E)
Attachment 1

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on September XX, 2019.

Holly M. Charléty, City Clerk

APPROVED:

Rochelle Pardue-Okimoto, Mayor



AGENDA BILL

Agenda Item No. 4(F)

Date: September 17, 2019
To: El Cerrito City Council
From: Stephen Prée, Environmental Programs Manager/City Arborist
Yvetteh Ortiz, Public Works Director/City Engineer
Subject: Urban Forest Committee Appointment

ACTION REQUESTED

Approve an Urban Forest Committee recommendation to appoint Robin Mitchell to the Committee, effective September 17, 2019.

BACKGROUND AND ANALYSIS

In June 2019, the City received an application from Robin Mitchell to serve on the Urban Forest Committee (UFC) after having attended several regular meetings of the UFC over the course of the past year. At their August 12, 2019 meeting, the UFC voted unanimously to recommend to the City Council that Ms. Mitchell be appointed to the UFC.

Ms. Mitchell has been a resident of El Cerrito for seventeen years and she has demonstrated her commitment to serving the community through her two terms on the City's Park and Recreation Commission as well as her work with the El Cerrito Community Garden Network and the El Cerrito Garden Club. She participates regularly in City events to promote education about gardening and the natural world. Ms. Mitchell is interested in the "ecosystem benefits of trees" as well as the positive effects that trees and the urban forest have on human health, and she hopes to help improve the condition of the City's urban forest for the benefit of all. Her experience includes managing software development, plus organizational and communication skills. She has a Bachelor of Arts degree in Science, Technology and Public Affairs and a Master of Architecture degree.

She has attended at least three consecutive regular Committee meetings, as required by the enabling resolution (Resolution 2007-96) for the UFC. If the City Council approves this recommendation, the number of Committee members will be seven out of a possible membership total of fifteen.

STRATEGIC PLAN CONSIDERATIONS

The work of the UFC members helps the City achieve Goal C of the El Cerrito Strategic Plan, which is to "Deepen a sense of place and community identity", and Goal F, which is to "Foster environmental sustainability citywide."

As stated in its enabling Resolution 2007-96, the UFC was established to assist the City in its "stewardship of its urban forest, including establishing a citywide commitment to a

healthy, growing forest, and creating a coordinated, high quality forestry management program.”

Reviewed by:



Karen Pinkos
City Manager

Attachments:

1. Application



September 17, 2019
City Council Meeting

Agenda Item No. 4(F)

Attachment 1 Application

is available for review in hardcopy format at the following
locations:

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

and

The El Cerrito Library
El Cerrito
6510 Stockton Avenue

CITY HALL 10890 San Pablo Avenue, El Cerrito, CA 94523-3034
Telephone (510) 215-4305 | Fax (510) 215-4319 | <http://www.el-cerrito.org>



AGENDA BILL

Agenda Item No. 6(A)

Date: September 17, 2019
To: El Cerrito City Council
From: Sean Moss, Planning Manager
Melanie Mintz, Community Development Director
Subject: Amendment to the Development Agreement for the 1715 Elm Street Project

ACTION REQUESTED

Pass a motion to introduce by title and waive the first reading of an ordinance to approve an amendment to the Development Agreement for the 1715 Elm Street project to extend the term of the Agreement for five years, subject the project to Chapter 19.30: Inclusionary Zoning of the El Cerrito Municipal Code, and authorize the City Manager to execute the amendment.

BACKGROUND

On October 7, 2014, the City Council adopted an ordinance approving a Development Agreement for the 1715 Elm Street project and authorizing the City Manager to execute the Agreement.

Accordingly, the Development Agreement between the City of El Cerrito and the Edward and Loretta Biggs Revocable Trust was subsequently executed.

The 1715 Elm Street project consists of 14 proposed new dwelling units and the relocation and rehabilitation of one existing historic structure on the subject property. The project required the following actions which were taken by the City Council on August 19, 2014, October 7, 2014, and May 19, 2015:

- Adoption of an Initial Study/Mitigated Negative Declaration
- Adoption of Planned Development zoning for the project site
- Approval of a Planned Development Use Permit
- Approval of a Development Agreement
- Approval of Design Review for the project

The entire project file and approved plans are available for review at City Hall or the following web pages:

Entitlement Process: <http://www.el-cerrito.org/1304/1715-Elm-Street-Background>
Approved Project Plans: <http://www.el-cerrito.org/841/1715-Elm-Street>

The Development Agreement stipulated a five-year term, commencing on the effective date of the ordinance that approved the Agreement. The Development Agreement is set to expire on November 6, 2019.

The Development Agreement Section 9 requires annual review subsequent to the issuance of building permits. Given that a building permit has not yet been issued, there are no annual reports. Assuming the issuance of building permits and the commencement of construction of the project, the City will thereafter require the developer to comply with the annual review process.

ANALYSIS

Since the Development Agreement was approved, the project applicant has worked to secure the required permits from the City and other agencies that are required to build the project. A building permit application for the project was submitted in November 2018. Due to the complexity of the required permits, the building permit is currently in the plan check phase and has not been issued. The chronology of the project is contained in Attachment 2.

The Development Agreement provides vested rights to develop the property consistent with the non-legislative entitlements for the project (i.e. the Planned Development Use Permit and Design Review approval) for the term of the Agreement.

The legislative actions taken for the project (i.e. the Planned Development zoning designation) remain in place irrespective of the term of the Development Agreement.

The Development Agreement terminates upon completion of the project. Therefore, an extension of the agreement is required in order to permit construction of the project.

In addition to extending the term of the Development Agreement, the applicant has agreed that the project shall be subject to the requirements of Chapter 19:30: Inclusionary Zoning of the El Cerrito Municipal Code, which was adopted subsequent to the approval of the project. This will result in the equivalent of 1.4 units of affordable housing being provided toward the City's Regional Housing Need Allocation (RHNA).

STRATEGIC PLAN CONSIDERATIONS

This amendment will allow the project to be developed consistent with Goal C of the Strategic Plan: Deepen a sense of place and community identity.

ENVIRONMENTAL CONSIDERATIONS

A Mitigated Negative Declaration (MND) was adopted for the project. This action is consistent with the adopted MND and does not require further review pursuant to the California Environmental Quality Act (CEQA).

FINANCIAL CONSIDERATIONS

The applicant will bear all development costs associated with the Development Agreement. The Agreement allows the City to lease the rehabilitated house on the property for a period of 99 years for \$1.00. Chapter 19.30: Inclusionary Zoning of the El Cerrito Municipal Code allows the applicant to pay an in-lieu fee for all or a portion of the required affordable housing units. This in-lieu fee would be deposited in the City's Affordable Housing Trust Fund to support the development of affordable housing.

LEGAL CONSIDERATIONS

The City Attorney has reviewed and approved this report, the attached ordinance, and the amendment to the Development Agreement. Notice of this item was publicly posted on September 5, 2019 and published in the West County Times on September 6, 2019.

Reviewed by:



Karen Pinkos
City Manager

Attachments:

1. Ordinance
Exhibit A: Amendment
2. Chronology of the project
3. Development Agreement

ORDINANCE NO. 2019-XX

AN ORDINANCE OF THE CITY OF EL CERRITO APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF EL CERRITO AND THE EDWARD AND LORETTA BIGGS REVOCABLE TRUST FOR THE 1715 ELM STREET PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT

WHEREAS, on October 2, 2014, the El Cerrito City Council adopted Ordinance 2014-04, approving a Development Agreement between the City of El Cerrito and the Edward and Loretta Biggs Revocable Trust for the 1715 Elm Street project; and

WHEREAS, the term of the Development Agreement is five years, commencing upon the effective date of Ordinance 2014-04; and

WHEREAS, the Development Agreement will expire on November 6, 2019 without further action; and

WHEREAS, an extension of the term of the agreement is required to allow for the completion of the project; and

WHEREAS, the applicant, Edward Biggs, has agreed that the project will be subject to Chapter 19.30: Inclusionary Zoning of the El Cerrito Municipal Code; and

WHEREAS, an Initial Study and Mitigated Negative Declaration (MND) pursuant to the California Environmental Quality Act (CEQA) have been prepared for the Project. All potential impacts identified are reduced to a less than significant level pursuant to the California Environmental Quality Act with the implementation of mitigation measures; and

WHEREAS, the City Council used their independent judgment and considered the staff report, the Initial Study and Mitigated Negative Declaration, and all reports, recommendations and testimony referenced above and adopted Resolution No. 2014-44 adopting the Initial Study and Mitigated Negative Declaration prior to approving this amendment; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CERRITO DOES HEREBY ORDAIN as follows:

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

Section 2: Findings. On the basis of: (a) the foregoing Recitals which are incorporated herein, (b) the City of El Cerrito General Plan; (c) Initial Study and Mitigated Negative Declaration, (e) the staff report; (f) information in the entire record of proceedings for the Project, and on the basis of the specific conclusions set forth below, the City Council finds and determines that:

1. This amendment is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan in that: (a) the General Plan land use designations, policies, programs and objectives are incorporated into the Development Agreement and not altered by the Development Agreement or amendment; and (b) the Project is consistent with the fiscal policies of the General Plan with respect to the provision of infrastructure and public services.
2. This amendment is compatible with the uses authorized in, and the regulations prescribed for, the land use districts in which the real property is located.
3. The amendment is in conformity with public convenience, general welfare, and good land use policies in that the Project will implement land use guidelines set forth in the General Plan.
4. The amendment will not be detrimental to the health, safety, and general welfare in that the Developer's proposed Project will proceed in accordance with all the programs and policies of the General Plan and Project Approvals.
5. The amendment will not adversely affect the orderly development of property or the preservation of property values in that the Project will be consistent with the General Plan and Project Approvals.
6. The Development Agreement and amendment comply with the requirements of §§ 65864 et seq. of the California Government Code and El Cerrito Municipal Code Chapter 19.14 and specify the duration of the agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation of open space. The Development Agreement contains an indemnity and insurance clause requiring the developer to indemnify and hold the City harmless against claims arising out of the development process, including all legal fees and costs.

Section 3: Approval. The City Council hereby approves the amendment to the Development Agreement (Attachment A to the Ordinance) and authorizes the City Manager to execute it.

Section 4: Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

Section 5: Effective Date. This Ordinance shall take effect and be enforced thirty days after the date of its adoption. Prior to the expiration of fifteen days from the passage thereof, the Ordinance or a summary thereof shall be posted or published as may be required by law, and thereafter the same shall be in full force and effect.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the City Council on September 17, 2019 and passed by the following vote:

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

ADOPTED AND ORDERED published at a regular meeting of the City Council held on October 1, 2019 and passed by the following vote:

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

APPROVED:

Rochelle Pardue-Okimoto, Mayor

ATTEST:

Holly M. Charl  ty, City Clerk

ORDINANCE CERTIFICATION

I, Holly M. Charl  ty, City Clerk of the City of El Cerrito, do hereby certify that this Ordinance is the true and correct original Ordinance No. 2019–XX of the City of El Cerrito; that said Ordinance was duly enacted and adopted by the City Council of the City of El Cerrito at a meeting of the City Council held on the 1 day of October, 2019; and that said Ordinance has been published and/or posted in the manner required by law.

WITNESS my hand and the Official Seal of the City of El Cerrito, California, this XX day of October, 2019.

Holly M. Charl  ty, City Clerk

RECORDING REQUESTED BY:

CITY OF EL CERRITO

When Recorded Mail To:

City Clerk
City of El Cerrito
10890 San Pablo Ave.
El Cerrito, CA 94530

*Exempt from Recorder's Fees
Pursuant to Government Code §§ 27383, 6103*

Space above this line for Recorder's use

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
BETWEEN THE
CITY OF EL CERRITO
AND
THE EDWARD AND LORETTA BIGGS REVOCABLE TRUST
DATED MARCH 22, 2011
FOR 1715 ELM STREET**

THIS FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT (“**First Amendment**”) is made and entered into on [DATE], by and between the City of El Cerrito, a municipal corporation (“**City**”) and The Edward and Loretta Biggs Revocable Trust dated March 22, 2011 (“**Developer**”). City and Developer are, from time-to-time, individually referred to in this First Amendment as a “party,” and collectively as “parties.”

RECITALS

A. Developer owns the real property located at 1715 El Street in the City (APN 502-112-038) (the “**Property**”).

B. Developer proposed development of the Property, including the relocation and conversion of an existing historical single-family detached house on the Property into a museum, art studio, office, or other community center type use; the construction of 14 new one- and two-bedroom dwelling unit; and the preservation of an existing open space channel on the 0.42 acre site (the “**Project**”).

C. Developer applied for and City approved various land use approvals in connection with the Project, including, without limitation, a General Plan Amendment; Planned Development District zoning; a Planned Development Use Permit; and Design Review. Additionally, City and Developer entered into that certain Development Agreement, recorded [DATE] as Document No. XXXXXXXX in the Official Records of Contra Costa County (the “**Original Development Agreement**”). The Original Development Agreement, as modified by this First Amendment, is hereinafter the “**Development Agreement**.” All such approvals, collectively, together with any approvals or permits now or hereafter issued with respect to the Project, are referred to as the “**Project Approvals**.”

D. The term of the Original Development Agreement will expire on November 6, 2019, unless extended. Developer as applied for an amendment to the Original Development Agreement for an additional five-year term.

E. The City Council has found that, among other things, the First Amendment and the Development Agreement are consistent with its General Plan, as amended, and has been reviewed and evaluated both in accordance with Government Code sections 65864 *et seq.* and Chapters 19.14 and 19.41 of the El Cerrito Municipal Code.

F. On October 1, 2019, the City Council adopted Ordinance No. 2019-XX, approving this First Amendment (the “**Amending Ordinance**”). The Amending Ordinance states that it will take effect on November 1, 2019 (the “**Amending Ordinance Effective Date**”).

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Developer agree as follows:

AGREEMENT

1. Effective Date.

The effective date of this First Amendment shall be the Amending Ordinance Effective Date ("**First Amendment Effective Date**").

2. Term of Agreement.

Section 4.1 of the Original Agreement is hereby amended to read as follows:

The term of this Agreement shall commence on the Effective Date and extend five (5) years after the First Amendment Effective Date, unless the term is otherwise terminated or modified pursuant to the provisions of this Agreement. As authorized by California Government Code Sections 65863.9 and 66452.6(a)(1), the terms of the Project Approvals shall be the longer of: (a) the term of this Agreement; or (b) the term normally given each approval under controlling law.

3. Compliance with City's Inclusionary Zoning Requirements.

Section 6.3 is hereby added to the Original Agreement to read as follows:

6.3 Compliance with Inclusionary Zoning Requirements.
Developer shall comply with the requirements of Chapter 19.30 – Inclusionary Zoning of the El Cerrito Municipal Code.

4. Relationship with Original Development Agreement.

(a) Capitalized terms used in this First Amendment shall have the meanings provided for in this First Amendment and shall be incorporated into the Development Agreement. Capitalized terms used in the Original Development Agreement shall retain the meanings provided for therein, unless modified by this First Amendment.

(b) Except as expressly modified by this First Amendment, the Original Development Agreement remains in full force and effect. To the extent of any inconsistency between this First Amendment and the Original Development Agreement, this First Amendment shall control.

5. Counterparts.

This First Amendment may be executed in multiple duplicate originals, each of which is deemed to be an original.

6. Recordation.

The City shall record a copy of this Agreement within ten (10) days following the First Amendment Effective Date.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the date and year first above written.

CITY OF EL CERRITO

DEVELOPER

The Edward and Loretta Biggs Revocable
Trust dated March 22, 2011

Karen Pinkos, City Manager

By: _____

Its: Trustee

Attest:

Holly M. Charléty, City Clerk

Approved as to Form:

Sky Woodruff, City Attorney

(NOTARIZATION ATTACHED)

3347127.3

Chronology of 1715 Elm Street since project approval

(For more information regarding the entitlement process prior to approval of the project, please visit:
<http://www.el-cerrito.org/1304/1715-Elm-Street-Background>)

January 2014	The applicant submits the project plans to the Regional Water Quality Control Board (RWQCB), Army Corps of Engineers, and California Department of Fish and Wildlife for review of required permits.
August 19, 2014	El Cerrito City Council adopts the Mitigated Negative Declaration for the project, approves the Planned Development Use Permit, and introduces ordinances to allow the creation of the Planned Development zoning designation and for approval of the Development Agreement.
September 2, 2014	The Department of Fish and Wildlife issues Streambed Alteration Agreement.
October 7, 2014	The City Council adopts the ordinances to create the Planned Development Zoning Designation and to approve the Development Agreement.
November 6, 2014	The ordinances noted above become effective.
January 7, 2015	The Design Review Board approves the Design Review of the project.
February 2015	Application to Water Board for Section 401 certification (regarding work within rock-lined drainage channel). The Water Board did not respond within the statutory one-year period. Applicant has taken the position that the requirement for Water Board certification was waived as a result (see attached letter from Applicant's attorney to the Water Board). The City Attorney's Office believes that Applicant's position is correct as a matter of law.
March 18, 2015	The Planning Commission denies an appeal of the Design Review Board's action.
May 19, 2015	The City Council denies an appeal of the Planning Commission's action and approves the Design Review of the project.
April 29, 2016	Army Corps of Engineers issues Memorandum of Agreement (MOA) to State Historic Preservation Office (SHPO) with directions to satisfy National Historic Preservation Act requirements for the historic home.
August 2016	SHPO requires an archeologist to investigate archeological resource potential on property. The applicant hires an archeologist to excavate 10 test pits. No archeological resources are found.
January 12, 2017	MOA is fully executed by Army Corps of Engineers.

Agenda Item No. 6(A)
Attachment 2

August 2018	The applicant hires historic architects and photographers to conduct surveys of existing historic house as required by MOA and National Historic Preservation Act.
November 1, 2018	The applicant submits an application for a building permit.
December 31, 2018	The Streambed Alteration Agreement expires.
April 1, 2019	Historic landscape survey is completed and submitted to Army Corps, as required by MOA between the Army Corps of Engineers and the California State Preservation Office. Architectural drawings of historic house restoration prepared by architect and submitted to Army Corps.
July 2019	The applicant applies to renew the expired Streambed Alteration Agreement.
August 20, 2019	Army Corps receives approval from SHPO on August 20, 2019 that the historic house restoration plans satisfy State Historic Standards for Preservation, work approved by the State pending City building permit issuance.

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David M. Ivester

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divester@briscoelaw.net

February 28, 2015

Kathryn Hart
San Francisco Bay Regional Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, CA 94612

Re: Elm Street Condominium Project, 1715 Elm Street, El Cerrito, California;
CIWQS Place ID No. 395112

Dear Ms. Hart:

I write on behalf of Edward Biggs concerning his application for certification under section 401 of the Clean Water Act of discharges of fill material into jurisdictional waters associated with his Elm Street Condominium Project in El Cerrito, California.

Mr. Biggs filed his application with the Regional Board on January 15, 2014, to certify discharges of fill material to about forty square feet on non-vegetated waters, i.e., a stone-lined drainage channel. He proposes to construct 14 condominium units on a 0.42-acre site surrounded by existing residences and a school. A drainage channel about four feet wide, four feet deep, and 115 feet long crosses the site and connects buried culverts on opposite sides of the site. The channel is armored with imported rock and concrete rubble. The project will preserve the channel. A new concrete headwall with a fitted trash grate will be constructed at the downstream end of the channel where it leaves the site and enters an underground 48-inch box culvert.

The Regional Board staff first responded to the application on February 25, 2014. Over the next several months, Mr. Biggs's consultants responded to various requests for additional information, and were told in August that the staff had no problems with the project as designed, the setbacks from the channel (which had been a subject of discussion) were within the City's purview and not the Regional Board's, and the draft certification was basically done. It

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Mr. Bruce H. Wolfe

February 28, 2015

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remained only for the City to certify its mitigated negative declaration for the project under CEQA. The City did that later that month, and the mitigated negative declaration was sent to the Regional Board staff.

Rather than receiving a certification as expected though, Mr. Biggs's consultants received an email from you requesting discussion of revising the project to set buildings back further from the channel. In early December, Mr. Biggs's consultants wrote to explain the City's careful consideration of the project's setbacks from the channel and the City's reasons for deciding on the project design it approved. In January, you wrote back and requested Mr. Biggs to "modify the site design" to provide wider setbacks from the channel.

I write to call your attention to three points that I hope will serve to show that Mr. Biggs should be allowed to proceed with his project as designed.

1. The Certification Requirement Has Been Waived By Operation of Law

The application for certification was deemed complete as of February 14, 2014, and the certification requirement was waived by operation of law no later than one year later, i.e., February 14, 2015.

Under section 401 of the Clean Water Act ("CWA"), any applicant for a Corps of Engineers permit to discharge fill material into a jurisdictional water must provide the Corps a "certification" from the pertinent state that the discharge will comply with applicable provisions of the CWA and state water quality standards developed under the CWA. (33 U.S.C. § 1341(a).) If the state fails or refuses to act on an applicant's request for a certification "within a reasonable period of time (which shall not exceed one year) after receipt of the request, the certification requirements . . . shall be waived . . ." (33 U.S.C. § 1341(a)(1).) The Corps has provided, by regulation, that "waiver . . . will be deemed to occur if the [state] fails or refuses to act within sixty days after receipt of such a request unless the district engineer [of the Corps] determines a shorter or longer period is reasonable for the state to act." (33 C.F.R. § 325.2(b)(ii).)

The State Water Resources Control Board and the pertinent Regional Water Quality Control Board exercise the state's authority under the CWA (33 U.S.C. § 1342(b); Water Code §§ 13160, 13164, 13168, 13170, 13222, 13245, 13320, 13370-13389) and issue certifications under section 401 (Water Code §§ 13240-13270, 13374). The State Board has adopted regulations regarding section 401 certifications (23 Cal. Code Reg. §§ 3830-3838, 3855-3861), which require the Regional Board to review an application upon receipt to determine if it is complete and to notify the applicant in writing within 30 days if the application is incomplete and of any additional information needed (23 Cal. Code Reg. § 3835(a); Gov. Code § 65943(a)). An application is deemed complete if a written determination of incompleteness is not made

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within 30 days of receipt of the application. (Gov. Code § 65943(a).) No provision of the regulations authorizes the Regional Board to determine that an application is incomplete more than 30 days after receipt of the application.

Here the Regional Board received Mr. Biggs's application for section 401 certification on January 15, 2014, and the Board did not notify Mr. Biggs within 30 days of that date that it thought the application was incomplete. By operation of law, thus, the application was deemed complete on February 14, 2014.

The Regional Board has not yet acted on Mr. Biggs's certification application. Because the Regional Board did not act on the application within a reasonable period of time not to exceed one year, the statutory requirement for a certification has been waived by operation of law. (33 U.S.C. § 1341(a)(1).)

2. The Basin Plan Does Not Call For Use Of The Section 404(b)(1) Guidelines In Analyzing Alternatives To Filling Part Of A Stone-Lined Channel

Even if certification were still required, the San Francisco Bay Basin Water Quality Control Plan ("Basin Plan") does not require or authorize use of the section 404(b)(1) Guidelines in circumstances other than consideration of wetland filling, and thus there is no call under the Basin Plan to use the Guidelines with respect to installing a headwall in a stone-lined channel. (While the basis of your requests about a setback from the channel are not entirely clear, your call for "discussion of alternative ways to meet the project purpose" suggests that you have in mind an analysis of alternatives under the section 404(b)(1) Guidelines.)

The CWA requires the Corps to apply Guidelines developed by the EPA in deciding whether to permit discharges of dredged or fill material into waters of the United States. (33 U.S.C. § 1344(b); 33 C.F.R. § 320.4(b)(4).) The Guidelines generally prohibit the Corps from issuing a permit if there is a practicable alternative to the proposed discharge that would have less adverse impact on the aquatic ecosystem, as long as the alternative does not have other significant adverse environmental consequences. (40 C.F.R. § 230.10(a).)

In its Basin Plan, the Regional Board has set forth "individual regulatory programs" that comprise part of its comprehensive water quality control program; these programs are organized by categories, one of which is "wetland protection and management." (Basin Plan, p. 4-1 (Dec. 31, 2011).) Other regulatory programs are provided for other types of waters. (*Id.*) In its wetland protection and management program, the Regional Board has prescribed certain goals, policies, and criteria to guide its decisions with respect to wetlands. (*Id.* at § 4.23, pp. 4-66 to 4-68.) In a section pertaining to "wetland fill," the Regional Board has provided specific criteria

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for considering when to allow the filling of wetlands. (*Id.* at § 4.23.4, pp. 4-67 to 4-68.) In one such provision, the Regional Board stated:

The Water Board uses the U.S. EPA's Section 404(b)(1), "Guidelines for Specification of Disposal Sites for Dredge or Fill Material," dated December 24, 1980, which is incorporated by reference into this plan, in determining the circumstances under which wetlands filling may be permitted.

(*Id.* at § 4.23.4, p. 4-68.)

Mr. Biggs proposes to install a new headwall where a stone-lined drainage channel enters a box culvert. This proposal does not entail filling any wetlands.

Because Mr. Biggs's proposal would not fill wetlands, the Basin Plan provision calling for use of the section 404(b)(1) Guidelines in determining whether wetland filling may be permitted simply does not apply here.

3. The Section 404(b)(1) Guidelines Do Not Call For Analyzing Alternatives That Do Not Have Less Impact On The Aquatic Ecosystem

Even if the Guidelines were to be used here, they call for analysis only of alternatives that would have less adverse impact on the aquatic ecosystem, and since the project redesign you have suggested would not change the project's impacts on the aquatic ecosystem, such a redesign is not an "alternative" of the sort to be analyzed under the Guidelines.

Section 230.10(a) of the Guidelines states, in pertinent part, that "no discharge of dredged or fill material shall be permitted if there is a practicable alternative to the proposed discharge which would have less adverse impact on the aquatic ecosystem, so long as the alternative does not have other significant adverse environmental consequences." As the aim of the Guidelines is to avoid or minimize impacts on the aquatic ecosystem, they naturally require analysis only of alternatives that would have less adverse impact on the aquatic ecosystem than a proposed project.

This section [230.10(a)] calls for the Corps to compare practicable alternatives on the basis of their "adverse impact on the *aquatic ecosystem*" (emphasis added). . . . The plain language of the Guidelines clearly constrains the alternatives analysis, in the first instance, to effects on the aquatic ecosystem.

(*Norfolk & Walpole v. United States Army Corps of Engineers*, 772 F.Supp. 680, 685 (D. Mass. 1991), emphasis in original, affirmed *Town of Norfolk v. United States Army Corps of Eng'rs*, 968 F.2d 1438 (1992); *City of Shoreacres v. Waterworth*, 332 F.Supp.2d 992, 1019-1022 (S.D.

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Tex. 2004), affirmed *City of Shoreacres v. Waterworth*, 420 F.3d 440 (5th Cir. 2005).) “Aquatic ecosystem,” in turn, is defined as “waters of the United States, including wetlands, that serve as habitat for interrelated and interacting communities and populations of plants and animals.” (40 C.F.R. § 230.3(c).) The Corps has made plain as well that its “intent under Section 404 is to regulate discharges of dredged or fill material into *the aquatic system as it exists* and not as it may have existed over a record period of time” (42 Fed.Reg. 37122, 37128 (1977), emphasis added) or, even less, as it may yet exist sometime in the future.

Here, the aquatic ecosystem in question is the existing stone-lined drainage channel. Mr. Biggs proposes to install a new headwall in the channel where it enters a box culvert. Apart from potential temporary impacts associated with construction, the impact of installing the headwall is to fill about forty square feet of the channel.

The suggested redesigning of the project to set the proposed buildings further back from the drainage channel would not affect the proposed headwall or the filling of the channel to install the headwall. Any such revised design, thus, would not have any less impact on the aquatic ecosystem than would the proposed project—and thus would not be an “alternative” of a sort the Guidelines address.

Conclusion

While the statutory requirement for certification has been waived by operation of law and no further action by the Regional Board is required in that regard, I nonetheless ask for the Regional Board’s written confirmation of that waiver. Such a confirmation, I think, would facilitate the further proceedings of the Corps and City with respect to the project. While there is no longer a statutory requirement for certification of the discharge associated with this project, the Regional Board alternatively could, if it prefers, issue a certification that effectively serves as the functional equivalent of a waiver and allows installation of the headwall (as well as the remainder of the project) to proceed as proposed.

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Mr. Bruce H. Wolfe

February 28, 2015

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If you would like to discuss any aspect of the foregoing or the project, please feel free to contact me.

Sincerely yours,

BRISCOE IVESTER & BAZEL LLP

David Ivester

DMI/DMI

copy/duplicate has not been
compared to original document

RECORDING REQUESTED BY:

CITY OF EL CERRITO

When Recorded Mail To:

City Clerk
City of El Cerrito
10890 San Pablo Ave.
El Cerrito, CA 94530

*Exempt from Recorder's Fees
Pursuant to Government Code §§ 27383, 6103*



Space above this line for Recorder's use

DEVELOPMENT AGREEMENT

BETWEEN THE

CITY OF EL CERRITO

AND

**THE EDWARD AND LORETTA BIGGS REVOCABLE TRUST
DATED MARCH 22, 2011**

FOR 1715 ELM STREET

THIS DEVELOPMENT AGREEMENT ("**Agreement**" or "**Development Agreement**") is made and entered into in the City of El Cerrito on October 7, 2014, by and between the City of El Cerrito, a municipal corporation ("**City**") and The Edward and Loretta Biggs Revocable Trust dated March 22, 2011 ("**Developer**") pursuant to the authority of §§ 65864 *et seq.* of the California Government Code and El Cerrito Municipal Code, Chapters 19.14 and 19.41. City and Developer are, from time-to-time, individually referred to in this Agreement as a "party," and collectively as "parties."

RECITALS

A. California Government Code §§ 65864 *et seq.* ("**Development Agreement Law**") and Chapter 19.41 of the El Cerrito Municipal Code ("**Chapter 19.41**") authorize the City to enter into a development agreement for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property. Chapter 19.14 of the El Cerrito Municipal Code ("**Chapter 19.14**") requires a development agreement for all projects for which Planned Development District zoning is approved.

B. Developer owns the real property located at 1715 El Street in the City (APN 502-112-038) and that is more particularly described in Exhibit A attached hereto and is incorporated herein by reference (the "**Property**").

C. The proposed development of the Property includes the relocation and conversion of an existing historical single-family detached house on the Property into a museum, art studio, office, or other community center type use, the construction of 14 new one- and two-bedroom dwelling units, and the preservation of an existing open space channel on the 0.42 acre site (the "**Project**").

D. Developer has applied for and City has approved or is processing, various land use approvals in connection with the Project, including, without limitation, a General Plan Amendment; Planned Development District zoning; a Planned Development Use Permit; Design Review; and this Development Agreement. All such approvals, collectively, together with any approvals or permits now or hereafter issued with respect to the Project, are referred to as the "**Project Approvals**." None of the Project Approvals take effect until the Development Agreement takes effect.

E. City desires the timely, efficient, orderly and proper development of the Project.

F. The City Council has found that, among other things, this Development Agreement is consistent with its General Plan, as amended, and has been reviewed and evaluated in accordance with the Development Agreement Law and Chapters 19.14 and 19.41.

G. City and Developer have reached agreement and desire to express herein a Development Agreement that will facilitate development of the Project, subject to conditions set forth herein.

H. The El Cerrito Planning Commission approved a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Project on April 16, 2014 by the adoption of Planning Commission Resolution No. PC14-XX. The Mitigated Negative Declaration analyzed the environmental impacts of this Agreement. No significant unavoidable impacts were identified in the Mitigated Negative Declaration.

I. On October 7, 2014, the City Council adopted Ordinance No. 2014-04 approving this Development Agreement (the "**Approving Ordinance**"). The Approving Ordinance states that it will take effect on November 6, 2014 (the "**Ordinance Effective Date**").

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Developer agree as follows:

AGREEMENT

1. Description of Property.

The Property that is the subject of this Agreement is described in Exhibit A attached hereto.

2. Interest of Developer.

The Developer owns the Property.

3. Relationship of City and Developer.

It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the City and Developer and that the Developer is not an agent of the City. The City and Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners.

4. Effective Date, Term, and Termination.

4.1. Effective Date. The effective date of this Agreement shall be the Ordinance Effective Date ("**Effective Date**").

4.2. Term. The term of this Agreement shall commence on the Effective Date and extend five (5) years thereafter, unless said term is otherwise

terminated or modified pursuant to the provisions of this Agreement. As authorized by California Government Code Sections 65863.9 and 66452.6(a)(1), the terms of the Project Approvals shall be the longer of: (a) the term of this Agreement; or (b) the term normally given each approval under controlling law.

4.3. Termination Upon Completion of Project. Notwithstanding the foregoing Section 4.2, upon completing construction of the Project and satisfying all terms and conditions of this Agreement and the Project Approvals, Developer may send City written notice terminating this Agreement. City shall cooperate with Developer, at no cost to City, in executing in recordable form any document that Developer (including any successor to the title of Developer in and to any portion of the Property) may submit to confirm the termination of this Agreement.

5. Use of the Property.

5.1. Right to Develop. Developer shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. (Such amendments, once effective, shall become part of the law Developer is vested into without an additional amendment of this Agreement.) Notwithstanding the foregoing or anything to the contrary herein, any amendment to the General Plan not in effect on the Effective Date shall not become part of the law Developer is vested into under this Agreement unless an additional amendment of this Agreement is entered into between Developer and City in accordance with state and City laws.

5.2. Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height, bulk, and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, the location and maintenance of on-site and off-site improvements, the location of public utilities, and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals and any amendments to this Agreement or the Project Approvals, subject to the provisions of Section 5.1.

5.3. Rules Regarding Permitted Uses. For the term of this Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property and governing density and intensity of use of the Property and the maximum height, bulk and size of proposed buildings shall be those in force and effect on the Effective Date of this Agreement.

5.4. Rules Regarding Design and Construction. Unless otherwise expressly provided in Section 5 of this Agreement, the ordinances, resolutions, rules, regulations and official policies governing design, improvement and

construction standards and specifications applicable to the Project shall be those in force and effect at the time of the applicable discretionary approval, whether the date of that approval is prior to or after the date of this Agreement. Ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards, and specifications applicable to public improvements to be constructed by Developer shall be those in force and effect at the time of the applicable discretionary approval, whether the date of that approval is prior to or after the date of this Agreement.

5.5. Building and Other Codes Applicable. The Project shall be constructed in accordance with the provisions of the Building, Mechanical, Plumbing, Electrical, and Fire Codes and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the time of approval of the appropriate building, grading, encroachment or other construction permits for the Project.

5.6. Treatment of Existing House. The existing house that Developer plans to move and renovate within the Property as part of the Project (the "House"), shall be subject to the following terms and conditions.

5.6.1. Relocation and Restoration of House. Developer shall relocate the House to the location shown in the Project Approvals. The House shall be placed on a new foundation. Plumbing and electrical systems shall be updated in compliance with applicable codes. A bathroom and exterior lift will be installed compliant with the Americans with Disabilities Act ("ADA"). Recognizing its historic status, the exterior of the House shall be restored to applicable Department of Interior standards for restoration of historic structures; the ADA-compliant lift is allowed under the California Historic Building Code, which also applies to restoration of the House. Construction details and floor plan revisions shall be subject to the reasonable satisfaction of City's Development Services Manager.

5.6.2. Lease to City. Developer agrees to lease the House to City after the structure has been moved and renovated, and City agrees to accept and enter into a lease for the House, subject to the terms and conditions in Section 5.6. The lease shall be for a term of ninety-nine (99) years, at a total rent of One Dollar (\$1.00) payable in advance. Following expiration or earlier termination of the lease, Developer shall be free to sell, lease or use the House as it sees fit, including residential use, subject to applicable regulations, including but not limited to obtaining an amendment to the City's General Plan to allow for the resulting density and obtaining subdivision approval in the case of selling the House.

5.6.3. Use of House. The lease shall specify that City may only use the House for (a) a museum, (b) an art studio, or (c) offices or similar

community center type use, as are conditionally permitted in the underlying RM Zoning District. "Community center type use" shall be consistent with the foregoing specific uses and shall comply with applicable provisions of the El Cerrito Municipal Code, including limits on outdoor noise levels for residential areas (Section 19.21.050.B.2.a). No use of the House by City or a subtenant shall draw crowds or produce noise disruptive to the residents of the residential component of the Project, except for approved special events. Any special events would require an Administrative Use Permit. The House may be used by the City or a subtenant only Monday through Saturday between 8:00 a.m. and 6:00 p.m., unless Developer agrees to different hours for special events. The House may only be opened to the general public during the same hours as the Publicly Available Open Space, set forth in Section 5.8 below. City acknowledges that the allowed uses of the House are intended to be compatible with the neighborhood and avoid traffic, parking and noise concerns. For the avoidance of doubt, the parties agree that while the lease is in effect the House may not be used as a residence.

5.6.4. Maintenance of House. While the lease is in effect, City shall be solely responsible for maintenance of the House (but not surrounding grounds which shall be the responsibility of Developer), and Developer shall not have any obligation or liability for maintenance of the House.

5.6.5. Parking. Developer shall reserve one (1) parking space in the Project for the exclusive use of the House.

5.6.6. Sublease of House. City may sublease the House to a non-profit organization ("NPO"), which subtenant shall be subject to the terms and restrictions described in this Section 5.6 which City covenants to include in any such sublease and enforce on any such subtenant. Developer shall be informed of each change in tenancy in order to monitor use of the reserved parking space and the party responsible for maintenance of the House.

5.7. Maintenance Responsibilities. In addition to its other responsibilities, Developer shall be responsible for maintaining (a) the open space channel traversing the Project and the abutting landscaping, walkway and related improvements, (b) the oval open space area south of the channel and in front of the House (the "**Publicly Accessible Open Space**"), and (c) the grounds surrounding the House; provided, City or its subtenant shall be responsible for cleaning up after their use of the grounds surrounding the House related to their use of the House, and for repairing any damage to the grounds caused by such use. Developer responsibilities shall be specified in the lease for the House, and City responsibilities shall be specified in the lease and any sublease for the House.

5.8. Public Use of Open Space. The Publicly Accessible Open Space, including the pathway within and partially abutting the south side of the open space channel from Elm Street to the front of the House as shown in the Project Approvals, shall be open to the public Monday through Saturday between 10:00 a.m. and 5:00 p.m., except as needed for maintenance purposes. The fence across the Elm Street frontage of the Project shall include an opening to provide access to the Publicly Accessible Open Space and the House, with a gate which Developer may lock to enforce the hours of public use described in Section 5.6 and this Section. City's lease of the House and the grant of public access to the Publicly Accessible Open Space shall not entitle City or any subtenant to use the Publicly Accessible Open Space for an organized event or use the Publicly Accessible Open Space as part of its use of the House, without the consent of Developer in its sole discretion, and City shall be responsible for cleaning and repairing the Publicly Accessible Open Space after any such use whether or not approved by Developer. Notwithstanding the foregoing, neither City nor a subtenant shall require Developer approval for use of the Public Accessible Open Space as part of either's use of the House if the use is consistent with the intended passive recreational purposes of the Publicly Accessible Open Space.

5.9. State Historic Register. Developer shall support listing of the historic house on the state historic register.

6. Subsequently Enacted Rules and Regulations.

6.1. New Rules and Regulations. Consistent with Government Code section 65866, during the term of this Agreement, the City may apply new or modified ordinances, resolutions, rules, regulations and official policies of the City, whether adopted by the City or through the referendum or initiative process ("**New City Laws**") to the Property, which were not in force and effect on the Effective Date of this Agreement and which are not in conflict with those applicable to the Property as set forth in this Agreement and are not in conflict with the Project Approvals. Without limiting the generality of the foregoing, or any other provision of this Agreement, a New City Law shall be deemed to conflict with this Agreement to the extent it limits or controls the timing of construction or occupancy of the Project.

6.2. Approval of Application. Nothing in this Agreement shall prevent the City from denying or conditionally approving any subsequent land use permit or authorization for the Project on the basis of such New City Laws except that such subsequent actions shall be subject to any conditions, terms, restrictions, and requirements expressly set forth herein.

7. Subsequently Enacted or Revised Fees, Assessments and Taxes.

Notwithstanding anything to the contrary contained herein, the Project shall be subject to subsequently enacted or revised fees, assessments and taxes adopted by the City after the Effective Date of this Agreement. Nothing in this Agreement creates a vested right for the Project in the amount or type of fees, assessments and taxes in effect on the Effective Date of this Agreement.

8. Amendment or Cancellation.

8.1. Modification Because of Conflict with State or Federal Laws. The Project and Property shall be subject to state and federal laws and regulations and this Agreement does not create any vested right in state and federal laws and regulations in effect on the Effective Date. In the event that state or federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps, or permits approved by the City, the parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or state law or regulation. Any such amendment or suspension of the Agreement shall be subject to approval by the City Council in accordance with Chapter 8.56 of the Municipal Code.

8.2. Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the parties hereto and in accordance with the procedures of state law and Chapter 19.41.

8.3. Insubstantial Amendments. Notwithstanding the provisions of the preceding Paragraph 8.2, any amendments to this Agreement that do not relate to (a) the term of the Agreement as provided in Paragraph 4.2; (b) the permitted uses of the Property as provided in Paragraph 5.2; (c) the density or intensity of use of the Project; (d) the maximum height or size of proposed buildings; or (e) monetary contributions by Developer as provided in this Agreement, shall not, except to the extent otherwise required by law, require notice or public hearing before either the Planning Commission or the City Council before the parties may execute an amendment hereto.

8.4. Cancellation By Mutual Consent. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the mutual consent of the parties or their successors in interest, in accordance with the provisions of Chapter 19.41.

9. Annual Review.

9.1. Review Date. The annual review date for this Agreement shall be between June 1 and July 1, 2015 and thereafter between each June 1 and July 1 during the Term.

9.2. Initiation of Review. Developer shall initiate annual review of this Agreement by submitting an annual application. Developer shall submit with such application a report to the City's Community Development Director describing the Developer's good faith substantial compliance with the terms of this Agreement during the preceding year and include supporting evidence. Such report shall include a statement that the report is submitted to the City pursuant to the requirements of Government Code Section 65865.1 and of this Agreement. The report shall comply with Section 19.41.050 of Chapter 19.41. The burden of proof by substantial evidence of compliance is upon the Developer.

9.3. Finding of Compliance. Within thirty (30) days after Developer submits its report hereunder, the City's Community Development Director shall review Developer's submission to ascertain whether Developer has demonstrated good faith substantial compliance with the material terms of this Agreement. If the Community Development Director finds and determines, in consultation with the City Manager and the City's Public Works Director, that Developer has in good faith substantially complied with the material terms of this Agreement, or does not determine otherwise within 30 days after delivery of Developer's report, then the annual review shall be concluded. If the Community Development Director initially determines that such report is inadequate in any respect, then he or she shall provide written notice to that effect to Developer, and Developer may supply such additional information or evidence as may be necessary to demonstrate good faith substantial compliance with the material terms of this Agreement. Following consultation with the City Manager and the City's Public Works Director, if the Community Development Director concludes that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement, then he or she shall so notify Developer within 30 days after delivery of the additional information and prepare a report to the City Council with respect to the conclusions of the Community Development Director and the contentions of Developer with respect thereto.

9.4. City Council Hearing Regarding Non-Compliance. After submission of the staff report of the City's Community Development Director, the City Council shall conduct a noticed public hearing to consider the determination that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement. At least ten (10) days prior to hearing, the Community Development Director shall provide to the City Council, Developer and to all interested persons requesting the same, copies of all staff reports and other information concerning Developer's good faith substantial compliance with the material terms of this Agreement and the conclusions and recommendations of the Community Development Director. At such hearing, Developer and any other interested person shall be entitled to submit evidence, orally or in writing, and address all the issues raised in the staff report on, or with respect or germane to, the issue of Developer's good faith substantial compliance with the material terms of this Agreement. If, after receipt of any written or oral response

of Developer, and after considering all of the evidence at such public hearing, the City Council finds and determines, on the basis of substantial evidence, that Developer has not substantially complied in good faith with the material terms of this Agreement, then the City Council shall specify to Developer the respects in which Developer has failed to comply, and shall also specify a reasonable time for Developer to meet the terms of compliance, which time shall be not less than thirty (30) days after the date of the City Council's determination, and shall be reasonably related to the time necessary to adequately bring Developer's performance into good faith substantial compliance with the material terms of this Agreement.

If the areas of noncompliance specified by the City Council are not corrected within the time limits prescribed by the City Council hereunder, then the City Council may by subsequent noticed hearing extend the time for compliance for such period as the City Council may determine (with conditions, if the City Council deems appropriate), terminate, or modify this Agreement, or take such other actions as permitted under applicable law. Any notice to Developer of a determination of noncompliance by Developer hereunder, or of a failure by Developer to remedy the areas of noncompliance hereunder, shall specify in reasonable detail the grounds therefore and all facts demonstrating such noncompliance or failure, so that Developer may address the issues raised in the notice of noncompliance or failure on point-by-point basis in any hearing held by the City Council hereunder.

9.5. Meet and Confer Process. If either the City's Community Services Director or the City Council makes a determination that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement, then the City Manager and/or designated City Council representatives may initiate a meet and confer process with Developer pursuant to which the Parties shall meet and confer to determine a resolution acceptable to both Parties of the bases upon which the Community Services Director or City Council has determined that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement. The results and recommendations of the meet and confer process shall be presented to the City Council for review and consideration at its next regularly scheduled public meeting, including consideration of such amendments to this Agreement as may be necessary or appropriate to effectuate the resolution through such meet and confer process. Developer shall be deemed to be in good faith substantial compliance with the material terms of this Agreement, only upon the City Council's acceptance of the results and recommendation of the meet and confer process.

9.6. Staff Reports. To the extent practical, the City shall deposit in the mail and fax or email to Developer a copy of all staff reports, and related exhibits concerning contract performance at least five (5) days prior to any annual review.

9.7. Costs. Costs reasonably incurred by the City in connection with the annual review shall be paid by Developer in accordance with the City's schedule of fees in effect at the time of review.

10. Default.

10.1. Other Remedies Available. Upon the occurrence of an event of default, the parties may pursue all other remedies at law or in equity that are not otherwise provided for in this Agreement or in the City's regulations governing development agreements, expressly including the remedy of specific performance of this Agreement.

10.2. Notice and Cure. Upon the occurrence of an event of default by either party, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured by the defaulting party within thirty (30) days after service of such notice of default, the nondefaulting party may then commence any legal or equitable action to enforce its rights under this Agreement; provided, however, that, if the default cannot be cured within such thirty (30) day period, the nondefaulting party shall refrain from any such legal or equitable action so long as the defaulting party begins to cure such default within such thirty (30) day period and diligently pursues such cure to completion. Failure to give notice shall not constitute a waiver of any default.

10.3. No Damages Against City. Notwithstanding anything to the contrary contained herein, in no event shall damages be awarded against the City upon an event of default or upon termination of this Agreement.

11. Estoppel Certificate.

Either party may, at any time, and from time to time, send written notice to the other party requesting such party to certify in writing that (a) this Agreement is in full force and effect and a binding obligation of the parties, (b) this Agreement has not been amended or modified either orally or in writing, or, if so amended, identifying the amendments, and (c) to the knowledge of the certifying party, the requesting party is not in default in the performance of its obligations under this Agreement, or, if in default, to describe therein the nature and amount of any such defaults. A party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or such longer period as may reasonably be agreed to by the parties. City Manager of the City shall be authorized to execute any certificate requested by Developer. Should the party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default, provided that such party shall be deemed to have certified that the statements in clauses (a) through (c) of this Section are true, and any party may rely on such deemed certification.

12. Mortgagee Protection; Certain Rights of Cure.

12.1. Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof after the date of recording this Agreement, including the lien for any deed of trust or mortgage ("**Mortgage**"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, but all the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("**Mortgagee**") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

12.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 12.1 above, no Mortgagee shall have any obligation or duty under this Agreement, before or after foreclosure or a deed in lieu of foreclosure, to construct or complete the construction of improvements, or to guarantee such construction of improvements, or to guarantee such construction or completion, or to pay, perform or provide any fee, dedication, improvements or other exaction or imposition; provided, however, that the Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the Project Approvals or by this Agreement without new approvals by the City as may be required for such other uses or improvements.

12.3. Notice of Default to Mortgagee and Extension of Right to Cure. If the City receives notice from a Mortgagee requesting a copy of any notice of default given Developer hereunder and specifying the address for service thereof, then the City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by the City that Developer has committed an event of default. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of default claimed set forth in the City's notice. The City, through its City Manager, may extend the thirty-day cure period provided in Paragraph 10.2 for not more than an additional sixty (60) days upon request of Developer or a Mortgagee.

13. Severability.

The unenforceability, invalidity, or illegality of any provision, covenant, condition, or term of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

14. Attorneys' Fees and Costs.

If the City or Developer initiates any action at law or in equity to enforce or interpret the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief to which it may otherwise be entitled. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the parties shall cooperate in defending such action. Developer shall bear its own costs of defense as a real party in interest in any such action, and shall reimburse the City for all reasonable court costs and attorneys' fees expended by the City in defense of any such action or other proceeding.

15. Transfers and Assignments.

15.1. Right to Assign. Developer may wish to sell, transfer, or assign all or portions of its Property to another entity (each such other entity is referred to as a "Transferee"). In connection with any such sale, transfer, or assignment to a Transferee, Developer may sell, transfer, or assign to such Transferee any or all rights, interests, and obligations of Developer arising hereunder and that pertain to the portion of the Property being sold or transferred to such Transferee, provided, however, that no such transfer, sale, or assignment of Developer's rights, interests, and obligations hereunder shall occur without prior written notice to City and approval by the City Manager, which approval shall not be unreasonably withheld, conditioned or delayed.

15.2. Approval and Notice of Sale, Transfer or Assignment. The City Manager shall consider and decide on any transfer, sale, or assignment within ten (10) days after Developer's notice, provided all necessary documents, certifications, and other information are provided to the City Manager to enable the City Manager to determine whether the proposed Transferee can perform the Developer's obligations hereunder. Notice of any such approved sale, transfer, or assignment (which includes a description of all rights, interests and obligations that have been transferred and those which have been retained by Developer) shall be recorded in the official records of Contra Costa County, in a form acceptable to the City Manager, concurrently with such sale, transfer, or assignment.

15.3. Release Upon Transfer. Upon the transfer, sale, or assignment of all of Developer's rights, interests, and obligations hereunder pursuant to Paragraph 15.1 of this Agreement, Developer shall be released from the obligations under this Agreement, with respect to the Property transferred, sold, or assigned, arising subsequent to the date of City Manager approval of such transfer, sale, or assignment; provided, however, that if any Transferee approved by the City Manager expressly assumes all of the rights, interests, and obligations of Developer under this Agreement, Developer shall be released with

respect to all such rights, interests, and assumed obligations. In any event, the transferee, purchaser, or assignee shall be subject to all the provisions hereof and shall provide all necessary documents, certifications, and other necessary information prior to City Manager approval.

15.4. Developer's Right to Retain Specified Rights or Obligations. Notwithstanding Paragraphs 15.1 and 15.2 and Paragraph 16, Developer may withhold from a sale, transfer, or assignment of this Agreement certain rights, interests, and/or obligations, which Developer shall retain, provided that Developer specifies such rights, interests, and/or obligations in a written document to be appended to this Agreement and recorded with the Contra Costa County Recorder prior to the sale, transfer, or assignment of the Property. Developer's Transferee shall then have no interest or obligations for such rights, interests and obligations, and this Agreement shall remain applicable to Developer with respect to such retained rights, interests, and/or obligations.

16. Agreements Run With the Land.

All of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property (a) is for the benefit of such properties and is a burden upon such properties, (b) runs with such properties, and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

17. Bankruptcy.

The obligations of this Agreement shall not be dischargeable in bankruptcy.

18. Indemnification.

Developer agrees to indemnify, defend and hold harmless the City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the

Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Project, provided that Developer shall have no indemnification obligation with respect to negligence or wrongful conduct of the City, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by the City or another public entity (except as provided in an improvement agreement or maintenance bond). If City is named as a party to any legal action, City shall cooperate with Developer, shall appear in such action and shall not unreasonably withhold approval of a settlement otherwise acceptable to Developer.

19. Insurance.

19.1. Public Liability and Property Damage Insurance. During the term of this Agreement, whenever Developer is conducting work on the Property pursuant to the Project Approvals, Developer shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than One Million Dollars (\$1,000,000.00) with a One Hundred Thousand Dollar (\$100,000) self-insurance retention per claim. The policy so maintained by Developer shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

19.2. Workers Compensation Insurance. During the term of this Agreement, whenever Developer is conducting work on the Property pursuant to the Project Approvals, Developer shall maintain Worker's Compensation insurance for all persons employed by Developer for work at the Project site. Developer shall require each contractor and subcontractor similarly to provide Worker's Compensation insurance for its respective employees. Developer agrees to indemnify the City for any damage resulting from Developer's failure to maintain any such insurance.

19.3. Evidence of Insurance. Prior to issuance of any permits for the Project, including grading permits, Developer shall furnish the City satisfactory evidence of the insurance required in Sections 19.1 and 19.2 and evidence that the carrier is required to give the City at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees, and representatives and to Developer performing work on the Project.

20. Notices.

All notices required or provided for under this Agreement shall be in writing. Notices required to be given to the City shall be addressed as follows:

City Manager
City of El Cerrito
10890 San Pablo Ave.
El Cerrito, CA 94530
Fax: (510) 864-7025
Email: sch@ci.el-cerrito.ca.us

Notices required to be given to Developer shall be addressed as follows:

The Edward and Loretta Biggs Revocable Trust dated March 22, 2011
4271 Valley Lane
Fairfield, CA 94534
Fax: (707) 864-8150

A party may change its address by giving notice in writing to the other party. Thereafter, all notices shall be addressed and transmitted to the new address. Notices shall be deemed given and received upon personal delivery, or, if mailed, upon the expiration of 48 hours after being deposited in the United States Mail. Notices may also be given by overnight courier which shall be deemed given the following day, or by facsimile, which shall be deemed given upon verification of receipt if received before 5:00 p.m. on a regular business day or else on the next business day. The City will accept notice by email transmission, which shall be deemed given upon verification of receipt if received before 5:00 p.m. on a regular business day or else on the next business day. Developer may accept notice by email by providing notice and an email address to the City consistent with this section.

21. Agreement is Entire Understanding.

This Agreement constitutes the entire understanding and agreement of the parties concerning the subject matter of this Agreement.

22. Exhibits.

The following documents are referred to in this Agreement and are attached hereto and incorporated herein as though set forth in full:

Exhibit A Legal Description of Property

23. Counterparts.

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

24. Recordation.

The City shall record a copy of this Agreement within ten (10) days following the Effective Date.

[Execution Page Follows]

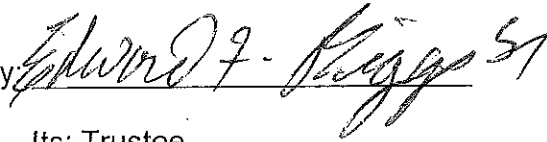
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

CITY OF EL CERRITO

DEVELOPER

The Edward and Loretta Biggs Revocable
Trust dated March 22, 2011

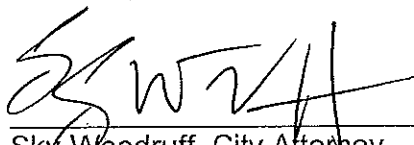

Scott Hanin, City Manager

By: 
Its: Trustee

Attest:

Cheryl Moise, City Clerk

Approved as to Form:


Sky Woodruff, City Attorney

(NOTARIZATION ATTACHED)

Exhibit A

Legal Description of the Property

The land referred to is situated in the State of California, County of Contra Costa, City of El Cerrito, and is described as follows:

Lots 12, 13 and 14, in Block "B" as designated on the map entitled "Map of Schmidt Village, Contra Costa County, California", filed June 27, 1896, in Book C of Maps, Page 70, Contra Costa County Records.

EXCEPTING THEREFROM: The Northeast 7.00 feet thereof, as described in the Deed to City of El Cerrito, recorded February 9, 1965, in Book 4801 Official Records of Contra Costa County, Page 144.

(Being APN 502-112-038)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On September 19, 2016 before me, Samantha Wendling
(insert name and title of the officer)

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

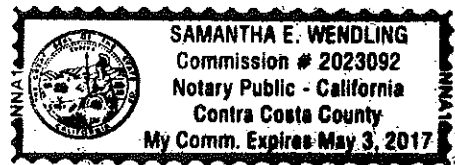
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Wendling

(Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Solano

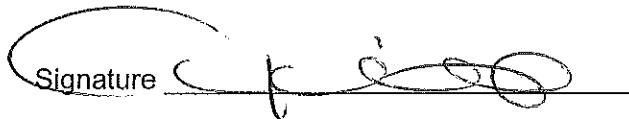
On Sept. 1, 2016 before me, Teira N. Taylor, Notary Public
(insert name and title of the officer)

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

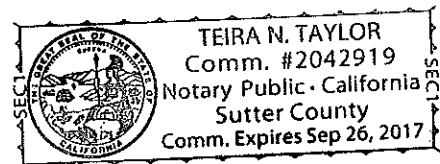
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





ARCHERNORRIS
A PROFESSIONAL LAW CORPORATION

2033 North Main Street, Suite 800
Walnut Creek, CA 94596-3759
925.930.6600
925.930.6620 (Fax)
www.archernorris.com

EDWARD L. SHAFFER
eshaffer@archernorris.com
925.952.5409

MEMORANDUM

TO: Margaret Kavanaugh-Lynch
El Cerrito Development Services Manager

FROM: Edward L. Shaffer

DATE: September 6, 2016

RE: 1715 Elm Street - Development Agreement

Margaret,

Attached is the development agreement, signed and notarized for the property owner.

Please have it executed by the City as required on page 18. Then you may record the agreement against the property. Please send me a copy of the agreement stamped to show it has been recorded.



AGENDA BILL

Agenda Item No. 7(A)

Date: September 17, 2019
To: El Cerrito City Council
From: Will Provost, Acting Operations + Environmental Services Division Manager
Yvetteh Ortiz, Public Works Director/City Engineer
Subject: Approval of the City of El Cerrito Green Infrastructure Plan

ACTION REQUESTED

Adopt a resolution approving the City of El Cerrito's Green Infrastructure Plan as required by the City's National Pollution Discharge Elimination System Municipal Regional Stormwater Permit.

BACKGROUND

Under the 1987 amendments to the Federal Water Pollution Control Act (Clean Water Act), all jurisdictions in the United States are responsible for ensuring compliance with the National Pollutant Discharge Elimination System (NPDES) program. In the Bay Area, the San Francisco Regional Water Quality Control Board (Water Board) regulates the discharge of stormwater runoff into the San Francisco Bay through a Municipal Regional Permit (MRP). The MRP covers Alameda, Contra Costa, Santa Clara, and San Mateo counties, as well as the cities of Fairfield, Suisun, and Vallejo. Through its participation in the Contra Costa County Clean Water Program (CCCWP), the City of El Cerrito, along with nineteen other jurisdictions and districts in the County, is responsible for implementing measures that prevent pollutants from entering the storm drain system, creeks, and the San Francisco Bay.

MRP Provision C.3.j. requires the City of El Cerrito to develop, approve, and submit a Green Infrastructure Plan (Plan) to the Water Board by the end of September 2019. The Plan is intended to identify and prioritize potential Green Infrastructure projects that can be built in the city to incrementally reach reduction targets for polychlorinated biphenyls (PCBs) and mercury by 2020, 2030, and 2040. A framework for the Green Infrastructure Plan was approved by the El Cerrito City Council on May 16, 2017 (Resolution 2017-32).

Green Infrastructure facilities mimic the natural water cycle by using soils and plants to slow down and clean stormwater runoff before it reaches receiving waters, such as local creeks and the San Francisco Bay. Green Infrastructure is considered to be a more resilient, sustainable stormwater system because it disperses runoff into planted areas that filter pollutants, promotes infiltration and evapotranspiration, and harvests stormwater as a water source. Green Infrastructure facilities include pervious pavements, bio-retention facilities (also known as rain gardens), landscaped infiltration areas, green roofs, and rainwater harvesting systems.

The City of El Cerrito has been implementing Green Infrastructure in City facilities and the public right-of-way for over 10 years. The City has already built several rain gardens including those at the Recycling + Environmental Resource Center, City Hall, Public Safety Building, on the Ohlone Greenway at Fairmount Avenue, and on San Pablo Avenue at Eureka Avenue and Madison Avenue. In addition, the City has completed projects to daylight and “naturalize” multiple creek sections along Cerrito Creek, Baxter Creek, and Fluvius Innominatus (“Rust Creek”).

ANALYSIS

The Green Infrastructure Plan is a guiding document for the City to retrofit storm drainage infrastructure to improve water quality, reduce flood risk, and provide other environmental and health benefits to the community of El Cerrito and its watersheds. The Green Infrastructure Plan outlines a comprehensive process for the planning, design, and construction of Green Infrastructure projects within the City of El Cerrito to create sustainable stormwater management systems. Once the projects identified in the Plan are built, they will serve to directly improve stormwater quality, while also helping the City to reduce carbon emissions by adding green space and adapting to climate change by reducing flood risk in low-lying areas.

The Plan includes the following key elements, as required by the MRP:

1. Mapped and prioritized areas for potential and planned projects so that there are “no missed opportunities” to install Green Infrastructure
2. Targets for the amount of impervious surface to be retrofitted over time
3. A system for tracking and mapping completed projects
4. Guidelines for project design, and standard designs and specifications
5. Requirements for sizing green infrastructure projects
6. Integration with existing planning documents (such as the San Pablo Avenue Specific Plan and the Storm Drain Master Plan Update)
7. Methods for estimating the load reductions to be achieved
8. An evaluation of funding options
9. Policies and legal mechanisms to ensure implementation

Several of these elements have been developed collaboratively with other Contra Costa municipalities through the CCCWP or regionally through the Bay Area Stormwater Management Agencies Association (BASMAA).

As required by the MRP, development of the Plan also included coordination across city departments and public outreach. To develop the Green Infrastructure Plan, City staff engaged with a wide variety of stakeholders, including City staff from various departments and community members. The City convened an interdepartmental committee to oversee and implement the process of preparing the Plan and the interdepartmental committee met several times over the last three years to discuss the required elements.

City staff provided reports to the El Cerrito City Council and the public in May 2017, April 2018, and April 2019 outlining and then updating the City's process for developing a Green Infrastructure Plan. Staff presented an update on the Green Infrastructure Plan at a public meeting for the Storm Drain Master Plan in June 2018. The City also held a public meeting to solicit input on the draft Green Infrastructure Plan at a regular meeting of the City of El Cerrito's Environmental Quality Committee on July 18, 2019. In addition, City staff published multiple print and electronic newsletter articles, with titles that included "Planning Improvements to Stormwater Infrastructure", some of which were sent to all El Cerrito properties. These articles described the Green Infrastructure Plan and solicited comments and questions from the public.

Members of the community provided multiple project ideas that were incorporated into the City's list of prioritized projects. In early discussions, members of the Environmental Quality Committee also noted an interest in seeing how residents could support efforts to improve stormwater quality without building engineered bio-retention facilities. Appendix 2, titled "Resident Actions", was added to the Plan to highlight the ways in which the community can help reduce peak flows and reduce pollution levels in the stormwater system. This can be done in a number of ways, including by installing rain harvesting systems, replacing driveways with permeable pavements, or simply by planting trees. Moving forward, City staff intend to engage relevant City staff, partnering agencies, businesses, and community members as individual projects move towards design and implementation.

As required by the MRP, the Plan also includes mapped and prioritized locations for potential and planned Green Infrastructure projects, targets for the amount of impervious surface to be retrofitted over time, and a system for tracking and mapping completed projects. The Plan identifies 43 specific public Green Infrastructure projects that could be implemented to capture and treat stormwater. For 17 of these, the process of implementation has been advanced by preparing conceptual designs. Private projects will be built alongside new development. The City of El Cerrito uses its planning, zoning, and building authorities to require proposed new development and redevelopment projects to incorporate Green Infrastructure, consistent with the City's Stormwater Management and Discharge Control Ordinance (El Cerrito Municipal Code - ECMC 8.40) and in accordance with the MRP.

To set targets for the conversion of impervious surface by 2020, 2030, and 2040, as required by the MRP, the Plan totaled the sum of the projected conversion via private development¹ and the estimated retrofit area achieved via the list of potential public projects associated with each timeframe. It is estimated that through private development, nearly 1.4 million square feet of area in El Cerrito will be treated by Green Infrastructure by 2040. Further, if all the projects identified in the Plan are funded and built, it is estimated that an additional nearly 2.4 million square feet of area will be

¹ To forecast private development, El Cerrito participated in a regional process with the CCCWP and shared with BASMAA member agencies. This process utilized the outputs of UrbanSim, a model developed by the Urban Analytics Lab at the University of California under contract to the Bay Area Metropolitan Transportation Commission.

treated by the development of public Green Infrastructure projects. Detailed targets are listed in the tables below.

Table 1: Estimates of Cumulative Impervious Surface Forecast to be Retrofitted with Green Infrastructure via Private Development

Year	Cumulative Area Treated (Square Feet)
2020	820,648
2030	1,173,015
2040	1,388,805

The projected increases in disconnected impervious area as a result of private development in the City of El Cerrito are modeled estimates and are dependent on the development decisions made by private entities. While the City will ensure that all MRP-regulated development will abide by the MRP's C.3 Guidelines, the City has no control over the location and timeline for private (re)development in the City. Therefore, the above table does not imply a binding City commitment toward achieving these goals.

Table 2: Estimates of Cumulative Impervious Surface Forecast to Be Retrofitted with Green Infrastructure via Public Development

Year	Cumulative Area Treated (Square Feet)
2020	159,116
2030	312,438
2040	2,353,474

Similarly, the projected targets for the development of public Green Infrastructure projects in the City of El Cerrito is highly contingent on funding and other factors that may influence the ability of the City to implement the projects that have been identified.

Further complicating implementation, the preliminary projections of the pollutant load reductions, based on these projects and other Permittees' draft Green Infrastructure Plans, show that the projects with the greatest potential to reduce PCBs are located in just a few communities in the County. If El Cerrito were able to build all the projects outlined in the Plan, initial estimates show that the City could reduce three grams of PCBs loads by 2040. This contrasts with the countywide goal to reduce 3,000 grams (3 kilograms) by 2040. In other words, the efficient reduction of PCBs countywide will be predicated on the development and implementation of a Countywide Attainment Strategy. These projections and the initial Countywide Attainment Strategies are being researched and developed at a regional level.

City Staff also worked collaboratively with other Contra Costa municipalities through the CCCWP and BASMAA to develop other components of the Plan, including: a system for mapping and tracking completed projects, standard design specifications, and sizing

requirements being utilized for Green Infrastructure projects in El Cerrito, and methods for estimating the load reductions to be achieved by the projects identified regionally.

El Cerrito's Green Infrastructure Plan fulfills all requirements of the MRP, specifically Provision C.3.j., and its approval will ensure compliance with the City's NPDES permit.

STRATEGIC PLAN CONSIDERATIONS

Approval of the City's Green Infrastructure Plan contributes to the fulfillment of the following El Cerrito Strategic Plan Goals:

Goal E – *Ensure the public's health and safety.* The Plan promotes public health by supporting initiatives that decrease pollution and adapt to climate change (e.g. sea level rise) to improve the health and prosperity of future generations.

Goal F – *Foster environmental sustainability citywide.* The Plan provides a guide for the development of future Green Infrastructure projects, which will help achieve clean water standards and provide an array of benefits to the community. Approval of the Plan promotes water quality and supports future actions to protect the health and sustainability of the City's waterways and ecology.

ENVIRONMENTAL CONSIDERATIONS

Approval of the Green Infrastructure Plan is categorically exempt from review pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15307, Class 7: Actions by Regulatory Agencies for Protection of the Environment. This exemption provision applies to actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. No significant negative impacts have been identified. All projects implemented as a result of this Plan will undergo project specific environmental review, as applicable.

FINANCIAL CONSIDERATIONS

There are no financial obligations associated with the requested action to approve the City's Green Infrastructure Plan. The City will primarily rely on funding from outside sources and any new funding streams for implementation of the public Green Infrastructure projects identified in the Plan. As a result, implementation of the public projects will be highly contingent on the funding available to the City and the cost of construction. Green Infrastructure will continue to be incorporated into private development projects, consistent with the MRP Provision C.3 and the City's Stormwater Management and Discharge Control Ordinance. Moreover, the City will strive to leverage private development projects, grants, and existing funding resources, such as transportation impact fees, to construct and maintain new Green Infrastructure facilities.

Currently, the City of El Cerrito has a Stormwater Utility Assessment that provides approximately \$400,000 per year for all programs and activities related to the City's stormwater infrastructure and implementation of the NPDES permit. However, it is anticipated that these funds and any supplemental funding from the City's General Fund will not be able to cover the substantial costs associated with the development and on-going maintenance of Green Infrastructure projects. As a result, the City will primarily

rely on funding from outside sources for any implementation of Green Infrastructure beyond the requirements outlined in Provision C.3.b. of the MRP.

To identify and address the obstacles to funding Green Infrastructure, BASMAA held regional roundtable meetings with representatives from various government agencies and stakeholders. The solutions developed in those meetings are outlined in the Bay Area Stormwater Management's "Roadmap for Funding of Sustainable Streets," included as Appendix 8 of the Plan. City Staff will utilize the Roadmap in planning for and incorporating Green Infrastructure into future projects.

LEGAL CONSIDERATIONS

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

Reviewed by:



Karen Pinkos
City Manager

Attachments:

1. Resolution
2. City of El Cerrito Green Infrastructure Plan

RESOLUTION 2019-XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CERRITO
APPROVING THE GREEN INFRASTRUCTURE PLAN AS REQUIRED BY THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
MUNICIPAL REGIONAL STORMWATER PERMIT**

WHEREAS, under the 1987 amendments to the Federal Water Pollution Control Act (Clean Water Act), all jurisdictions in the United States are responsible for ensuring compliance with the National Pollutant Discharge Elimination System (NPDES) program; and

WHEREAS, the San Francisco Regional Water Quality Control Board (Water Board) through Order No. R2-2015-0049, NPDES Permit No. CAS612008, issued waste discharge requirements under the San Francisco Bay Municipal Regional Stormwater Permit (MRP) to the cities, flood control districts and county agencies located in Alameda, Contra Costa, Santa Clara, and San Mateo Counties; and

WHEREAS, the MRP (Provision C.3.j.) requires the City of El Cerrito to develop, approve, and submit a Green Infrastructure Plan to the Water Board by September 2019; and

WHEREAS, Green Infrastructure systems mimic the natural water cycle by using soils and plants to slow down and clean stormwater runoff of pollutants before it reaches receiving waters, such as local creeks and the San Francisco Bay; and

WHEREAS, the Green Infrastructure Plan outlines a comprehensive process for the planning, design, and construction of Green Infrastructure facilities within the City of El Cerrito to create resilient stormwater management systems; and

WHEREAS, the Green Infrastructure Plan identifies and prioritizes potential Green Infrastructure projects that can be built in the City to incrementally reach reduction targets for stormwater pollutants, specifically polychlorinated biphenyls (PCB) and mercury, by 2020, 2030 and 2040; and

WHEREAS, once the Green Infrastructure projects are built, they will serve to directly improve stormwater quality, while also helping the City to reduce carbon emissions by adding green space and adapting to climate change by reducing flood risk in low-lying areas; and

WHEREAS, to develop the Green Infrastructure Plan, City staff engaged a wide variety of stakeholders, including various City departments and community members who will live, work, and recreate near future Green Infrastructure projects; and

Agenda Item No. 7(A)
Attachment 1

WHEREAS, approval of a Green Infrastructure Plan will ensure compliance with requirements under Provision C.3.j. of the MRP.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of El Cerrito hereby approves the City of El Cerrito's Green Infrastructure Plan, attached and incorporated as Exhibit A, as required by the Water Board.

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

I CERTIFY that at a regular meeting on September 17, 2019 the City Council of the City of El Cerrito passed this Resolution by the following vote:

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

IN WITNESS of this action, I sign this document and affix the corporate seal of the City of El Cerrito on September XX, 2019.

Holly M. Charléty, City Clerk

APPROVED:

Rochelle Pardue-Okimoto, Mayor



El Cerrito Green Infrastructure Plan:

Improving
Stormwater Quality
in El Cerrito and
its Watersheds

September 17, 2019



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Appendices

1. El Cerrito Green Infrastructure Plan Project Concept Designs
2. Resident Actions to Support Sustainable Stormwater Management
3. Further Background on Mercury and PCBs in San Francisco Bay
4. Reasonable Assurance Analysis Countywide Attainment Strategy
5. El Cerrito Municipal Code Chapter 8.40 - Stormwater Management and Discharge Control
6. El Cerrito Municipal Code - Creek Protection Overlay District
7. “Guidance for Identifying Green Infrastructure Potential in Municipal Capital Improvement Projects” (May 6, 2016). BASMAA.
8. Evaluation of Funding Options for Projects that Include Both Green Infrastructure and Transportation Improvements

Acronyms

ABAG	Association of Bay Area Governments
BASMAA	Bay Area Stormwater Management Agencies Association
CCCWP	Contra Costa Clean Water Program
GI	Green Infrastructure
GIS	Geographic Information System
IRWMP	Integrated Regional Water Management Plan
LID	Low Impact Development
MRP	Municipal Regional Stormwater Permit
MS4	Municipal Separate Storm Sewer System
MTC	Metropolitan Transportation Commission
NPDES	National Pollutant Discharge Elimination System
PCBs	Polychlorinated Biphenyls
RAA	Reasonable Assurance Analysis
SWRP	Stormwater Resource Plan
TMDL	Total Maximum Daily Load
TOD	Transit Oriented Development

EXECUTIVE SUMMARY

The City of El Cerrito is one of 76 local government entities subject to the requirements of the California Regional Water Quality Control Board for the San Francisco Bay Region's (RWQCB's) Municipal Regional Stormwater Permit (MRP). The MRP (Provision C.3.j.i.) requires the City of El Cerrito to prepare a Green Infrastructure Plan, to be submitted with its Annual Report to the RWQCB by September 30, 2019.

This Plan will guide El Cerrito's shift from conventional "collect and convey" storm drain infrastructure to more resilient, sustainable stormwater management that reduces runoff volumes, disperses runoff to vegetated areas, harvests and uses runoff where feasible, promotes infiltration and evapotranspiration, and uses natural processes to detain and treat runoff. This will include implementing, where and when feasible, Green Infrastructure features such as pervious pavement, bioretention facilities ("rain gardens"), green roofs, and rainwater harvesting systems. This Plan details how these methods can be constructed on public and private parcels and within the public right-of-way.

The City of El Cerrito has been implementing Green Infrastructure in City facilities and the public right-of-way for over 10 years. The City has already built several rain gardens including those at the Recycling + Environmental Resource Center, City Hall, Public Safety Building, on the Ohlone Greenway at Fairmount Avenue, and on San Pablo Avenue at Eureka Avenue and Madison Avenue. In addition, the City has completed projects to daylight and "naturalize" multiple sections along Cerrito Creek, Baxter Creek, and Fluvius Innominatus ("Rust Creek").

This Plan sets targets for the City to implement Green Infrastructure projects by 2020, 2030, and 2040. It is estimated that through private development, nearly 1.4 million square feet of area in El Cerrito will be treated by Green Infrastructure by 2040. Further, if all the projects identified in this Plan are funded and built, it is estimated that an additional nearly 2.4 million square feet of area will be treated by Public Development of Green Infrastructure. This Plan lists 43 specific Green Infrastructure projects that could be implemented. For 17 of these, the City has advanced the process of implementation by preparing conceptual designs.

The City will primarily rely on funding from outside sources and new funding streams for implementation of the Green Infrastructure projects identified in this Plan. As a result, implementation of the projects will be highly contingent on

the funding available to the City and the cost of constructing Green Infrastructure projects.

The Plan is comprised of seven key sections. The first section provides an introduction and background to the planning context and history of Green Infrastructure in El Cerrito. The second section sets estimates and targets for the amount of Green Infrastructure to be constructed by 2020, 2030, and 2040. The third section identifies and maps projects that could be implemented during that time period. The fourth section discusses how Green Infrastructure is incorporated into the City's Capital Improvement Program and "Early Implementation Projects". The fifth section discusses the tracking and mapping of projects over time. The sixth section outlines funding options the City will pursue to implement the Green Infrastructure Plan. The final section discusses how the Plan will be implemented and updated moving forward.

As a whole, the Green Infrastructure Plan provides a guiding document for the City to retrofit storm drainage infrastructure incrementally, over many years, to improve water quality, reduce flood risk, and provide other environmental and health benefits to the city of El Cerrito and its watersheds.

1 Introduction and Overview

1.1 What is Green Infrastructure?

Green Infrastructure refers to the construction and retrofit of storm drainage systems to reduce runoff volumes, disperse runoff to vegetated areas, harvest and use runoff where feasible, promote infiltration and evapotranspiration, and use bioretention and other natural systems to detain and treat runoff before it reaches our creeks and Bay.

Green Infrastructure facilities include, but are not limited to, pervious pavement, infiltration basins, bioretention facilities (“rain gardens”), green roofs, and rainwater harvesting systems.

Green Infrastructure can be incorporated into construction on new and previously developed parcels, as well as new and rebuilt streets, roads, and other infrastructure within the public right-of-way. Green Infrastructure facilities built as part of development projects are often referred to as LID, which stands for Low Impact Development.

1.2 Regulatory Mandate

1.2.1 Municipal Regional Stormwater Permit

The City of El Cerrito is one of 76 local government entities subject to the requirements of the California Regional Water Quality Control Board for the San Francisco Bay Region’s (RWQCB’s) Municipal Regional Stormwater Permit (MRP). The MRP was last reissued in November 2015¹. The MRP mandates implementation of a comprehensive program of stormwater control measures and actions designed to limit contributions of urban runoff pollutants to San Francisco Bay.

Water quality in San Francisco Bay is impaired by mercury and by polychlorinated biphenyls (PCBs). Sources of these pollutants include demolition of old buildings which may have been constructed with materials containing pollutants of concern, improper disposal of materials containing pollutants, spills, as well as urban stormwater runoff which may transport pollutants. By trapping, reducing, and treating stormwater flows, Green

“Provisions C.11 and C.12 in the MRP require Contra Costa Permittees (Contra Costa County and its 19 cities and towns) to reduce estimated PCBs loading by 23 grams/year and estimated mercury loading by 9 grams/year using Green Infrastructure by June 30, 2020.”

¹ Order R2-2015-0049

Infrastructure reduces the quantity of these pollutants entering creeks and the San Francisco Bay and will hasten the recovery of fragile Bay ecosystems.

Specifically, MRP Provision C.3.j.i. requires the City of El Cerrito to prepare and approve a Green Infrastructure Plan, to be submitted with its Annual Report to the RWQCB due September 30, 2019.

Through provisions C.11 and C.12 in the MRP, Contra Costa Permittees (Contra Costa County and its 19 cities and towns) are required to reduce estimated PCBs loading by 23 grams/year and estimated mercury loading by 9 grams/year using Green Infrastructure by June 30, 2020. Using a regional approach, Contra Costa Permittees must project the total load reductions collectively achieved via Green Infrastructure by 2020, 2030, and 2040, showing that reductions throughout the County will amount to three kilograms/year for PCBs and 10 kilograms/year for mercury by 2040.

Further background on mercury and PCBs in San Francisco Bay is included in Appendix 3 of this Plan.

1.2.2 California Environmental Quality Act (CEQA)

The Green Infrastructure Plan is categorically exempt from review pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15307, Class 7: Actions by Regulatory Agencies for Protection of the Environment. This exemption provision applies to actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment as discussed above. No significant negative impacts have been identified. All projects implemented as a result of this Plan will undergo project specific environmental review, as applicable.

1.3 Purpose

This Plan will guide El Cerrito's ongoing shift from conventional "collect and convey" storm drain infrastructure to more resilient, sustainable stormwater management that reduces runoff volumes, disperses runoff to vegetated areas, harvests and uses runoff where feasible, promotes infiltration and evapotranspiration, and uses natural processes to detain and treat runoff. This will include implementing, where and when feasible, Green Infrastructure or Low Impact Development (LID) features and facilities such as pervious pavement, bioretention facilities ("rain gardens"), green roofs, and rainwater harvesting systems.



Photo: Rain gardens at El Cerrito City Hall

As required by Provision C.3 in the MRP, LID practices are currently implemented on development projects in the City of El Cerrito. This Plan details how similar methods will be incorporated to retrofit existing storm drainage infrastructure using Green Infrastructure facilities constructed on public and private parcels and within the public right-of-way.

The retrofit of storm drainage infrastructure will be accomplished incrementally, over many years, by incorporating Green Infrastructure facilities into street and storm drainage improvement projects, where and when feasible. This Plan details how Green Infrastructure will be integrated into projects identified within the City's San Pablo Avenue Specific Plan Area, Urban Greening Plan, Complete Streets Plan, Active Transportation Plan, as well as other planning efforts.

The Plan lists 43 specific Green Infrastructure projects. For 17 of these, the City has advanced the process of implementation by preparing the conceptual designs in Appendix 1.

1.4 Plan Context

1.4.1 Planning Context

Watershed Characteristics and Municipal geography

The City of El Cerrito encompasses hillsides and mildly sloped alluvial plain. Elevations range from 1,000 feet North American Vertical Datum (NAVD) to about 10 feet NAVD. El Cerrito is bordered by the City of Richmond to the north and west and by the City of Albany to the south. Unincorporated Contra Costa County, including the unincorporated community of Kensington, lies to the east.

The City of El Cerrito falls within the Cerrito Creek and Baxter Creek watersheds, which feed into the San Francisco Bay. The headwaters of these creeks are in the northern extent of the Berkeley Hills. The Contra Costa County line follows Cerrito Creek along the watershed's southern boundary, and the City of El Cerrito's southern border.

Baxter Creek and its tributaries originate in underground springs beneath the golf course in El Cerrito and flow down from the hills in three branches. After running through a series of neighborhood parks, the creeks join and flow through Richmond into Stege Marsh and the San Francisco Bay. The City and watershed stakeholders have actively pursued several restoration projects to promote and demonstrate a commitment to clean water and environmental



Photo: El Cerrito's Fairmount Rain Garden during rain event, by TJ Gehling

stewardship. Land uses in the Baxter Creek watershed consist of 88% urban lands and 12% open space, parks and recreation areas, and water.

Cerrito Creek straddles the Contra Costa-Alameda County border, draining the hills of El Cerrito and the unincorporated community of Kensington before emptying into the Albany Flats, and subsequently the San Francisco Bay, just south of Point Isabel Regional Shoreline. Land uses in the Cerrito Creek watershed consist of 91% urban lands and 9% open space, parks and recreation areas, and water.

The City has a third smaller watershed of an unnamed creek, Fluvius Innominatus, sometimes referred to as “Rust Creek”. Rust Creek is a predominantly culverted (62%) perennial stream that daylights into an engineered channel along the City’s Ohlone Greenway. The drainage basin contributing to the creek is primarily fed through reinforced concrete pipes running under Schmidt Lane. The pipes provide drainage for largely single and multi-family residential uses within the surrounding blocks. The Creek exits into Hoffman Channel and the San Francisco Bay.

Storm Drainage Infrastructure System and Retrofit Opportunities

El Cerrito’s storm drain network is shown in Figure 1. The City of El Cerrito was incorporated in 1917; however, most of the residential area was developed during the late 1940’s and the 1950’s. During that era, it was common practice to drain public streets into the nearest natural drainage way rather than constructing a separate drainage system within the street right-of-way to convey storm water to the nearest creek. Accordingly, the City’s original storm drainage system was not installed in a systematic manner, and many drains were installed on private property without obtaining public easements.

The City of El Cerrito generally drains from the Berkeley Hills, westerly towards the City of Richmond and eventually to the San Francisco Bay. Most of the El Cerrito watersheds originate within the City limits, except for the area northeast of the City, where a watershed area in Contra Costa County (Richmond Heights) drains into El Cerrito and the area southeast of the City, where watershed areas in unincorporated Contra Costa County (Kensington), Berkeley, and Albany also drain into El Cerrito. In addition, a drainage channel from the City of Albany flows into Cerrito Creek approximately 500 feet upstream (east) of the westerly City boundary with the City of Richmond. A portion of the City of Richmond also technically drains into the City of El Cerrito, but this water only flows along San Pablo Avenue and then back to the City of Richmond without entering the storm drain system. The easterly drainage boundary (Berkeley Hills ridge line) generally coincides with the City



Photo: Storm drain inlet inside bio-swale

limits. A small acreage within the City of El Cerrito drains from the Berkeley Hills Ridge easterly over the natural hillside to Wildcat Canyon Regional Park.

The drainage area, described above, is approximately 5.3 square miles (3,400 acres). The network comprises approximately 38.3 miles of pipes and channels, 1,209 inlets/catch basins, and 1,064 junction boxes and manholes. Most of the streets in El Cerrito have traditional curb and gutters except for hillside areas. Some of the drainage from these areas is conveyed overland and into drainage ditches before entering a storm drain facility.

As shown in Figure 1, storm drainage east of San Pablo Avenue is mostly piped from east to west, down the slope of the alluvial plain. Some reaches of Cerrito Creek and smaller ephemeral drainages remain. In the flatter area along San Pablo Avenue and to the west, drainage is collected in pipes and culverts and flows to one of three major creeks: Baxter Creek, an unnamed creek, or Cerrito Creek, each of which extend through the City of Richmond to outfalls to the San Francisco Bay.

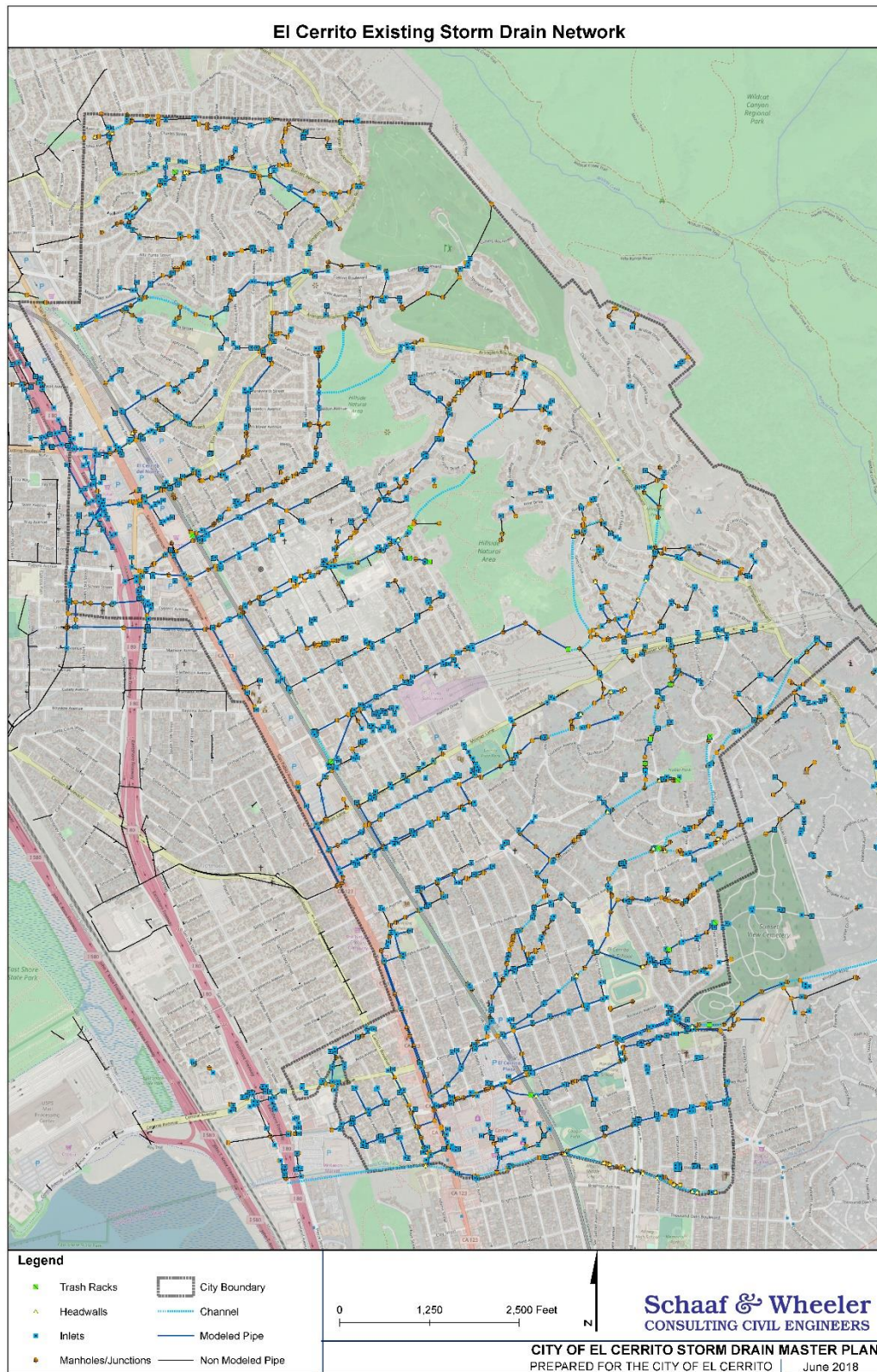
Many streets, or street blocks, do not have storm drain inlets. In these areas, roofs and pavement are made to drain to the street gutter or drainage ditch which carries drainage from the parcels and the streets to one of the drain inlets and drainage pipes shown. On some streets, including many street blocks within the San Pablo Avenue Specific Plan Area, a single storm drain inlet receives drainage from a whole city block, or even multiple city blocks.

This amount of surface drainage, and the sparse spacing of storm drain inlets, creates opportunities and challenges (e.g. increased cost) for retrofitting the drainage system with Green Infrastructure. A bioretention facility strategically located at one of these storm drain inlets can treat runoff from a large area of streets and adjacent parcels. On the other hand, the large drainage areas require that the bioretention facility be amply sized. Storm drain inlet locations often coincide with pedestrian crossings, parking lanes, bike lanes, bus stops, and underground utilities, and making it challenging or impossible to allocate enough space at the storm drain inlet location for a bioretention facility.



Photo: A "curb cut" in an El Cerrito rain garden, allowing stormwater to enter a landscaped area

Figure 1: El Cerrito's Storm Sewer System and Drainage Network



Flood Zones and Historical Flooding within El Cerrito

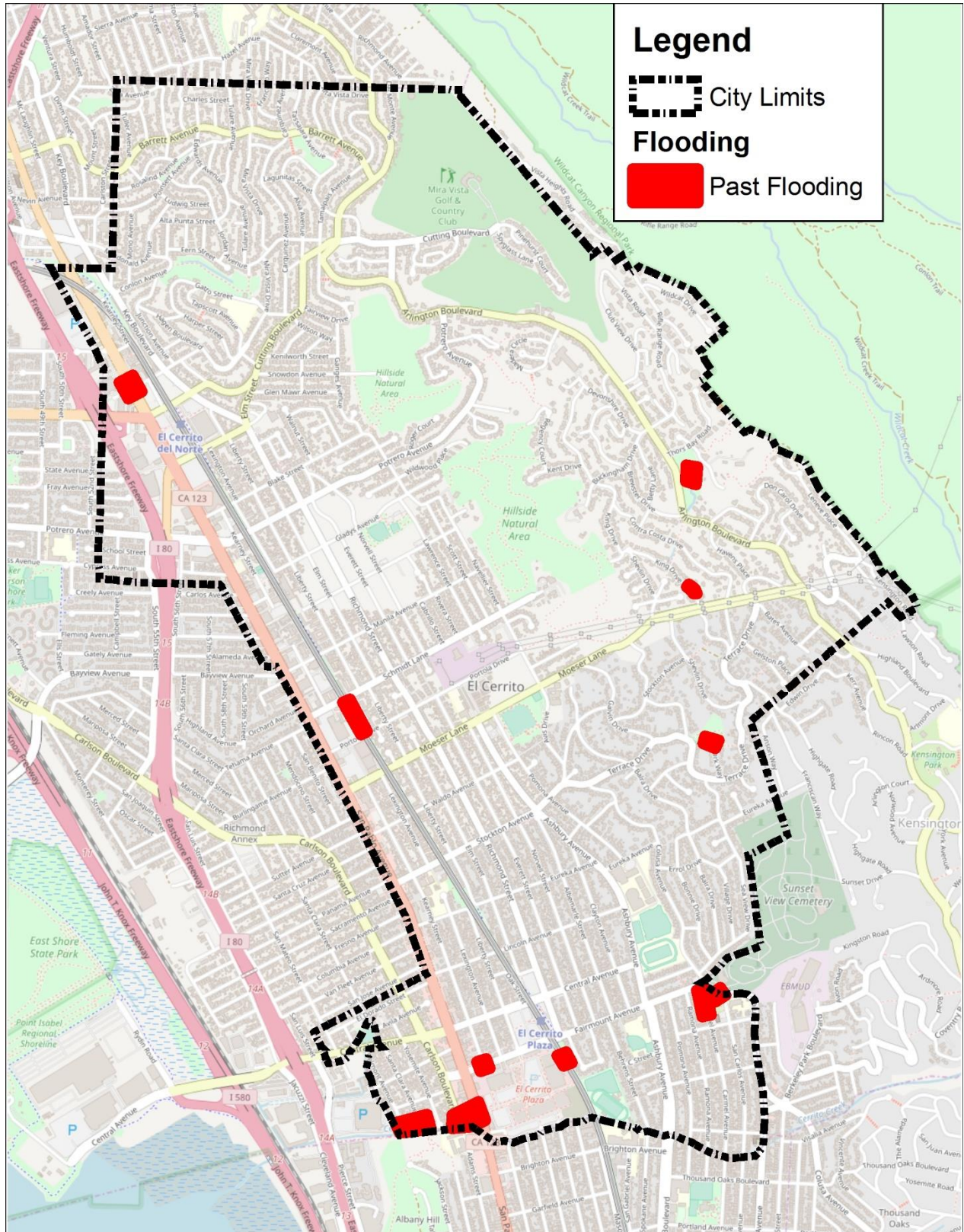
Figure 2 shows the FEMA flood zones in El Cerrito. Zones A and AE are subject to inundation by the 1-percent-annual-chance flood event. National Flood Insurance Program (NFIP) insurance requirements and floodplain management standards apply in these zones. More detailed mapping is available on the FEMA web site (www.msc.fema.gov).

Historical flooding in these zones is associated with high water levels in Cerrito Creek. Flood control basins were constructed in Creekside Park in 1970 to help attenuate high flows.

Figure 2: FEMA Flood Zone Map



Figure 3: El Cerrito Known Flooding Locations



Development and Redevelopment Trends

Current planned development is focused along the San Pablo Avenue corridor, via the San Pablo Avenue Specific Plan (SPASP). The SPASP was adopted in 2014, leading to an upsurge in proposals for new residential and mixed-use developments. As of June 2019, 16 projects have been or are currently being reviewed under the Specific Plan, including more than 1,000 residential units and more than 20,000 square feet of new commercial space. All of the proposed, entitled and under construction projects incorporate LID to some extent and are subject to the C.3 provisions. All of them use Green Infrastructure elements or facilities to treat stormwater runoff, and in many cases with infill development, reduce impervious surface.

The San Pablo Avenue Specific Plan Area includes many remaining properties eligible for development, and continued redevelopment of properties is expected.

1.4.2 Commitment and Actions for Sustainability

Clean Water Program

The City of El Cerrito is dedicated to maintaining a healthy environment in Contra Costa's creeks, rivers, Delta, and the Bay. Federal and state regulations require that the City control stormwater pollution. To comply with these regulations, Contra Costa County, 19 of its incorporated cities, and the Contra Costa Flood Control and Water Conservation District have joined together to form the Contra Costa Clean Water program (CCCWP). The CCCWP strives to eliminate stormwater pollution through public education, inspection, and enforcement activities, and industrial outreach. The City also directly engages in many municipal activities to reduce stormwater pollution, including:

- Illicit discharge inspections at creeks and storm-drain lines to make sure contaminants are not being dumped illegally by unregulated or nonpermitted connections to the storm-drain system (Spills & Discharges)
- Promptly responding to reports of illegal dumping and participating in county-wide initiatives to address the issue on a regional basis
- Regular inspection and cleaning of City storm drains and catch basins to remove debris and pollutants
- Installation and maintenance of full trash capture devices in more than 150 storm drain inlets
- New development and construction plan review and inspections

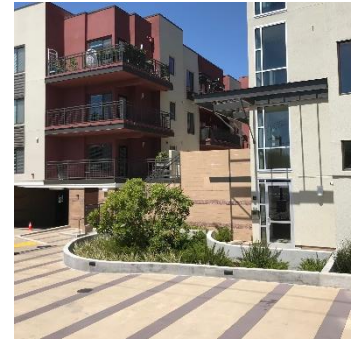


Photo: Green infrastructure facility in El Cerrito

- Biannual inspections of commercial and industrial businesses focused primarily on automobile repair and servicing facilities, restaurants, and dry cleaners
- Providing public information and outreach about the importance of keeping our creeks and storm drains clean and about ways property owners and businesses can contribute toward the effort

Staffing and Scope of Clean Water and Sustainability Programs

The City of El Cerrito's Clean Water Program operates out of the Public Works Department, which consists of the Engineering Division and the Operations + Environmental Services Division. In the Clean Water Program, the Engineering Division manages compliance with C.3 and C.6 in construction projects and new development projects. The Operations + Environmental Services Division (OESD) handles Clean Water Program coordination, integrated pest management, illicit discharges, public outreach, corporation yard maintenance, and other provisions of the municipal permit.

Other Sustainability Programs

The City of El Cerrito is continuously striving to expand and enhance its environmental programs and sustainability efforts. In 2014, the City of El Cerrito adopted a Climate Action Plan, which was used to identify the most effective actions to reduce locally produced greenhouse gas (GHG) emissions. The City set goals for GHG emissions to be 15% below 2005 levels by 2020 and 30% below 2005 levels by 2035. In order to achieve these reduction goals, the City has embraced policies to promote compact infill development along its transportation corridors, secured many competitive grants to improve the City's pedestrian and bicycle infrastructure, installed solar systems to power many of its municipal facilities, switched to the community choice aggregation Marin Clean Energy (MCE), procuring 100% renewable energy (MCE's "Deep Green" option) for all its electrical accounts, and has encouraged residents to opt their electricity accounts up to "Deep Green" as well.

El Cerrito also upgraded the Recycling and Environmental Resource Center (RERC) in 2012. The RERC has rooftop solar panels, a stormwater collection system, and is a Platinum LEED-Certified building. The RERC works to reduce stormwater pollution by filtering runoff through its four rain gardens. There are several programs at the RERC to enhance reuse and recycling practices including an exchange zone for reusable goods, food bank drop-off barrels, donation stations and textile recycling bins, household hazardous waste disposal, and eyeglass recycling. In 2017, the City started offering a satellite collection site for the West County Resource Recovery Household Hazardous Waste Facility. This has helped divert hazardous materials from the landfill,



*Photo: Rain gardens outside
El Cerrito's Recycling +
Environmental Resource
Center*

and potentially stormwater, by providing a more convenient option for residents.

Furthermore, the City's commitment to sustainability is demonstrated by the many events hosted and/or supported by the City, such as Coastal Clean-up Day, an annual Hillside Natural Area Festival, Bike to Work Day, Earth Day, Green Teams Cleanup Events, Drive Electric Week events, energy and water efficiency workshops, solar procurement workshops, an environmental film series, and other sustainability workshops. These events are intended to engage the public in efforts to increase sustainable practices.

The City of El Cerrito also staffs a Council-appointed Environmental Quality Committee and Urban Forest Committee. Both committees serve to engage the community and support environmental initiatives and the City's Tree Program, respectively. Notably, Green Infrastructure is referenced in the City's updated Public Tree and Shrub Ordinance, approved by the El Cerrito City Council on July 16, 2019.

Parks and Open Space

El Cerrito's park and recreation system encompasses 16 City parks, one greenway, two special-use open spaces, and 15 recreation buildings. The City maintains and operates 175 acres of parkland, of which 102 acres remain dedicated open space. The City Council adopted a Parks & Recreation Facilities Master Plan in April 2019 to serve as a long-range planning and asset management document and provide a framework for understanding the recreational and open space assets the City owns, services it provides, risks it assumes, and financial investments it requires to maintain, repair, rehabilitate and improve these assets. While most parks already provide space with primarily permeable surfaces, these City-owned and controlled parcels offer key opportunity areas for constructing Green Infrastructure in the future.



*Photo: A City Engineer
inspecting a privately built
green-infrastructure project in
El Cerrito*

1.4.3 Related Regional and Countywide Plans and Planning Documents

This Plan has been coordinated with the following regional stormwater documents:

- The Contra Costa Watersheds Stormwater Resource Plan (SWRP).** The SWRP was funded by State Water Resources Control Board under a Proposition 1 Grant, with matching contributions provided by Contra Costa municipalities individually and collectively through the Contra Costa Clean Water Program (CCCWP). The SWRP identified and prioritized potential multi-benefit stormwater management projects, including Green Infrastructure projects in watersheds and jurisdictions throughout Contra Costa County. Projects identified within the SWRP are eligible to apply for future state funding. The City of El Cerrito utilized the SWRP project opportunity lists when developing the City's list of Green Infrastructure projects identified in this Plan. See Section 3.1.
- The Contra Costa Countywide Reasonable Assurance Analysis (RAA).** The RAA for Green Infrastructure is being prepared by Contra Costa municipalities collectively through the CCCWP and is consistent with guidance prepared by the Bay Area Stormwater Management Agencies Association (BASMAA). The RAA for Green Infrastructure uses a water quality model coupled with continuous simulation hydrologic output to estimate baseline loadings of pollutants and the reductions that might be achieved through Green Infrastructure implementation in 2020, 2030, and 2040 under various scenarios, which include implementation of projects identified in this Plan. Results pertinent to Green Infrastructure planning and implementation are discussed in Section 2 of this Plan.



Photo: Rain gardens on San Pablo Avenue in El Cerrito

1.4.4 Related Local Planning Documents

The following previous planning efforts by the City of El Cerrito have shaped the direction of this Green Infrastructure Plan.

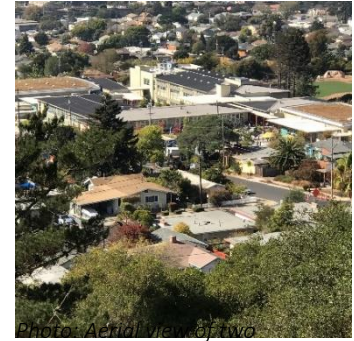
El Cerrito General Plan (1999/2003)

The General Plan identifies San Pablo Avenue as the most significant opportunity area for the City and targets future growth around El Cerrito's two BART stations. This Green Infrastructure Plan builds on the General Plan by detailing how Green Infrastructure will be incorporated into future development on private and public parcels, as well as in the public right-of-way. Furthermore, it fulfills one of the seven Primary Action Strategies in the

General Plan, identified as "important steps for accomplishing the vision for El Cerrito", by establishing a Green Infrastructure initiative.

Urban Forest Management Plan (2007)

El Cerrito's Urban Forest Management Plan, adopted in 2007, aims to establish a citywide commitment to a healthy, growing urban forest, and to provide consistent funding for public education and professional maintenance of trees throughout the community. The plan displays how trees provide social, environmental, and economic benefit to El Cerrito through proper forest management. Moreover, adding impervious surfaces and Green Infrastructure supports the development of trees and the expansion of the urban forest.



“Green roofs” located on top of El Cerrito’s Korematsu Middle School

Ohlone Greenway Master Plan (2009)

The Ohlone Greenway Master Plan identifies goals and conceptual improvements proposed for the Greenway, an important non-motorized transportation corridor and recreational amenity in the City of El Cerrito. The goal of the Plan is to enhance the Greenway by redesigning the landscape and creating more inviting public spaces, which can also be utilized to manage stormwater with the incorporation of Green Infrastructure.

El Cerrito Strategic Plan (2013)

The Strategic Plan creates a vision of El Cerrito as an environmentally-focused destination with vibrant neighborhoods, businesses, and public places. Green Infrastructure supports multiple goals of the 2015-2020 Strategic Plan, including to “Ensure the public’s health and safety” and to “Foster environmental sustainability citywide.”

El Cerrito Climate Action Plan (2013)

The Climate Action Plan, adopted in the Spring of 2013, identifies the most effective actions to reduce locally produced greenhouse gas emissions and to create a safer and more sustainable El Cerrito. The Plan outlines a series of Sustainable Community strategies, which includes efforts to increase and enhance urban greening while protecting biodiversity, conserving natural resources and water, and improving the quality of life for residents. Green Infrastructure supports these goals by reducing greenhouse gases and helping adapt the City’s watershed for rising tides and more severe storm events.

San Pablo Avenue Specific Plan (2014)

In September 2014, the El Cerrito City Council approved the San Pablo Avenue Specific Plan. The San Pablo Avenue Specific Plan guides the development of the physical environment and character of San Pablo Avenue, supporting the vision to create a vibrant, walkable, sustainable, and transit-oriented corridor,

and to attract new development and investment. The Plan includes two primary sections: the Form-Based Code, which regulates the buildings or the “built environment” and the Complete Streets Plan, which will make San Pablo Avenue a truly multimodal street through improvements that make it safer, more accessible and welcoming for bicyclists, pedestrians, and transit users.

The Plan directly implements the City’s General Plan, Strategic Plan, Climate Action Plan and Economic Development Action Plan by promoting transit-oriented and infill development, stimulating investment on underutilized and vacant parcels, and reducing per capita vehicle miles traveled.

Since 2014, the Plan has been implemented with considerable success. Sixteen new development projects have been or are currently being reviewed under the Specific Plan, 11 of which have been approved to date. The approved projects represent 697 new residential units of various sizes and types, including 67 below market rate units, new commercial space totaling 20,573 square feet, and two new live-work spaces. In addition to residences and commercial spaces, development projects contribute to development of the Specific Plan vision in other ways, including through the provision of new private, common and public open spaces; on-site public art or in lieu payments to the City’s 1% for Art Fund; and through the payment of newly adopted City Transportation Impact Fees (TIF) that will help fund the City’s planned multimodal transportation network improvements.

Improvements to the public right of way, envisioned or required to take place as a part of the Specific and Complete Streets Plan, will take place through a variety of methods. This includes building facilities as a part of private development (i.e. improvements to the sidewalk and project frontage or transportation improvements directly needed to serve the project), to be funded through impact fees charged to private development or through public improvements funded by a combination of sources, including grants.

Private Green Infrastructure facilities will also be built as a result of the re-development of parcels, in compliance with the City’s NPDES permit’s C.3 provision. In addition, the City intends to leverage new development’s design review process and related street frontage improvements to identify and pursue opportunities for Green Infrastructure on private and public property.

El Cerrito Urban Greening Plan (2015)

The El Cerrito Urban Greening Plan outlines methods and projects to enhance quality of life for residents by improving existing open spaces and creating new public places to support increased density and improve overall environmental



Photo: View of San Pablo Avenue in El Cerrito

sustainability in the City. The Plan identifies specific greening opportunities near San Pablo Avenue including several rain gardens.

El Cerrito Active Transportation Plan (2016)

The Active Transportation Plan revises the City’s Circulation Plan for Bicyclists and Pedestrians (2007) to create a walkable, bikeable, and sustainable City through the identification and prioritization of non-motorized transportation improvements. Green Infrastructure projects can be integrated into “Complete Streets” (or “Sustainable Streets”) in a way that supports Green Infrastructure as well as Active Transportation, through the use of “bulb-outs”, for example.

Parks & Recreation Facilities Master Plan (2019)

El Cerrito’s Park and Recreation Master Plan, adopted in 2019, depicts the future of El Cerrito’s parks, open spaces, and recreation facilities. The Plan assesses the existing condition of the City’s facilities and establishes a plan for long-term maintenance improvements. As projects are designed and implemented the City intends to look for opportunities to incorporate Green Infrastructure at City-owned and controlled facilities, where feasible.

Storm Drain Master Plan (2019 under development)

Preparation of this Green Infrastructure Plan has coincided with development of a Storm Drain Master Plan (SDMP, Schaaf and Wheeler currently underway). The previous city Storm Drain Master Plan (Wildan Associated, 1992) was last updated in 1999 (Harris & Associates Inc., 1999).

The goal of the SDMP is to identify opportunities for improvements to the storm drain system and to recommend activities to reduce the risk of damage on public and private property. Since Green Infrastructure in El Cerrito most often needs to tie directly into the storm drain system, it is important that the Storm Drain Master Plan and Green Infrastructure Plan are well integrated.

The SDMP is identifying locations in the storm drain system that need improvements to increase the condition or capacity of the existing storm drainage network, to thereby reduce flood risk and prevent failure. Capacity improvement projects have been identified as having the potential to reduce the risk of flooding even during a 10-year maximum flood depth greater than 12-inches. Other projects have been identified to improve conditions of the storm drain system and were identified through field investigation or through CCTV as requiring attention. These projects include pipes and structures that have severe damage and are at risk of failing or have already failed.



Photo: A “Green Roof” on El Cerrito’s Korematsu Middle School

As part of storm drain master planning process, storm drain infrastructure that required improvements to capacity or condition were systematically reviewed to identify opportunities where it might be possible to incorporate Green Infrastructure into the improvements, or where it might be cost-effective to construct Green Infrastructure facilities in adjacent areas concurrently. The methods used, and outcomes, are described in Section 3.1.

The City has reviewed its existing municipal planning documents and identified which documents need to be updated or modified to support and/or be consistent with the Green Infrastructure Plan. A summary of the results of the municipal plan review and a schedule for updates or modifications is in Table 1.



*Photo: Baxter Creek Gateway
Park in El Cerrito*

Table 1. Workplan to Update Planning Documents to Incorporate Green Infrastructure

Document	Last Updated	Summary of Updates	Timeline for Completion
<i>Planning documents to be updated before end of permit term (2020):</i>			
Storm Drain Master Plan	1999	Being updated in 2019 with Green Infrastructure projects and considerations included in the Plan. Storm drain projects were analyzed for their potential for Green Infrastructure improvements and cost scenarios were developed for implementation.	2019
El Cerrito Strategic Plan	2013	Consistent with Green Infrastructure Plan; prioritizes environmental sustainability as a primary goal of the City.	2020
San Pablo Avenue Specific Plan and Complete Streets Plan	2014	Being updated in 2019 with additional language that highlights and incorporates green infrastructure considerations and opportunities to incorporate and incentivize Green Infrastructure into frontage and off-site improvements. The City of El Cerrito will look for opportunities to incorporate Green Infrastructure into the designs of Complete Streets Projects, as they are developed.	2019-2020
<i>Green Infrastructure to be incorporated at the next plan update:</i>			
El Cerrito General Plan	1999	The General Plan identified seven "important steps for accomplishing the vision for El Cerrito", which included "Create a Green Infrastructure initiative." Green Infrastructure considerations and opportunities will be incorporated when the Plan is next updated.	TBD
Urban Forest Management Plan	2007	Consistent with Green Infrastructure Plan. Future updates to the Plan will include specific language on the relationship between Green Infrastructure, tree plantings, and the urban forest. Green Infrastructure considerations and opportunities will be incorporated when the Plan is next updated, and/or by reference to the City's updated General Plan.	TBD
Climate Action Plan	2013	Green Infrastructure considerations and opportunities will be incorporated when the Plan is next updated, and/or by reference to the City's updated General Plan.	TBD
Active Transportation Plan	2016	The City of El Cerrito will look for opportunities to incorporate Green Infrastructure into the designs of Active Transportation Projects, as they are developed. Green Infrastructure considerations and opportunities will be incorporated when the Plan is next updated, and/or by reference to the City's updated General Plan.	TBD
Parks & Recreation Facilities Master Plan	2019	Green Infrastructure considerations included in Plan. Green Infrastructure opportunities will be reviewed and identified as a part of all CIP projects. Additional Green Infrastructure considerations and opportunities will be incorporated when the Plan is next updated, and/or by reference to the City's updated General Plan.	TBD
Regionally Standardized Details and Specifications	-	Currently, El Cerrito's guidance is consistent with the Green Infrastructure Plan, utilizing the C.3 Guidebook and other regional resources for designing and constructing Green Infrastructure. El Cerrito will contribute to the Countywide process for updating the standard details and specifications for Contra Costa County.	TBD
<i>No update needed and/or no update intended for plan:</i>			
Ohlone Greenway Master Plan	2009	Consistent with Green Infrastructure Plan. Opportunity to incorporate Green Infrastructure as projects are developed and the Ohlone Greenway Master Plan is implemented.	N/A
Urban Greening Plan	2015	Green Infrastructure and stormwater project considerations and opportunities are included in the Urban Greening Plan.	N/A

The City also will ensure that Low Impact Development (LID) and Green Infrastructure considerations, opportunities and priorities are included in future plan updates and amendments. In adding new language to the City of El Cerrito's General Plan, future planning documents will need to be consistent with the Green Infrastructure policies, processes, and tasks identified as part of this planning effort. The San Pablo Avenue Specific Plan updates, as well, will ensure that planning documents relating to the City's main commercial corridor will incorporate LID and Green Infrastructure considerations and opportunities.

1.4.5 Outreach and Education

Community Participation in Developing the Green Infrastructure Plan

The City of El Cerrito's Green Infrastructure Plan development process engaged a wide variety of stakeholders, including both local government staff and community members who will live, work, and recreate near future Green Infrastructure projects. The City of El Cerrito also intends to engage relevant government staff and community members as individual projects move forward towards design and implementation.

The City of El Cerrito convened an interdepartmental committee under the leadership of the Director of Public Works to oversee and implement the process of preparing the Plan.

The City of El Cerrito interdepartmental committee consisted of the following departments and staff representatives:

- Public Works Director
- Community Development Director
- Operations and Environmental Services Manager
- Planning Manager
- Engineering Manager/Senior Engineer
- Environmental Programs Manager/City Arborist
- Public Works Analyst/Clean Water Coordinator

The interdepartmental committee met two (2) times in FY 16/17, four (4) times in FY 17/18, and five (5) times in FY 18/19 to discuss the required elements and development of the City's Plan.



Photo: Community garden in El Cerrito

City staff provided reports to the El Cerrito City Council and the public on May 16, 2017 and April 3, 2018 outlining and then updating the City's process for developing a Green Infrastructure Plan. Staff also presented an update on Green Infrastructure Planning at a public meeting for the Storm Drain Master Plan on June 28, 2018.

The City of El Cerrito maintains a web page to provide public information on the Green Infrastructure Planning process. The page can be accessed at: el-cerrito.org/1335/Green-Infrastructure-Plan.

The City held a public meeting and discussion of the draft Green Infrastructure Plan at a regular meeting of the City of El Cerrito's Environmental Quality Committee on **July 18, 2019**.

City Staff presented the Green Infrastructure Plan for adoption at a Public Meeting of the El Cerrito City Council on **September 17, 2019**.

Countywide Outreach

The Contra Costa Countywide Clean Water Program conducted similar outreach to engage with and inform agencies and the public. CCCWP's outreach efforts to promote Green Infrastructure have included the following:

- Presentation to the Contra Costa City/County Engineering Advisory Committee, January 17, 2019
- Presentation to Contra Costa Planning Directors, January 11, 2019
- Presentation to the California Stormwater Quality Association (CASQA) Quarterly Meeting, May 10, 2018
- Presentation to Contra Costa Planning Directors at the Contra Costa Transportation Authority, May 10, 2018
- Presentation on Green Infrastructure Planning as part of CCCWP's April 24, 2018 C.3 Workshop for Municipal Staff and Land Development Professionals
- Presentation to the East Bay Municipal Engineers, November 9, 2016

Outreach for individual Green Infrastructure projects

The City routinely conducts outreach related to planning and construction of its public works projects, including Green Infrastructure projects, and will do so for the projects in this plan. For example, to complete the Ohlone Greenway Natural Area and Rain Garden Project, City staff first selected a project identified in the Ohlone Greenway Master Plan—which was developed with



Photo: Public Meeting and walk-through during Ohlone Greenway Natural Area and Rain Garden Project

significant community engagement. For the project, the City completed two community workshops to explore site conditions and solicit feedback on the design concept before ultimately presenting the project at a public meeting of the El Cerrito City Council on March 18, 2014. The project was approved and funded using City dollars and significant grant funding and transformed a portion of the Ohlone Greenway into a multi-benefit Green Infrastructure project.

City staff training in Green Infrastructure Planning and Design

City Staff attended the following recent trainings:

- 2017 California Stormwater Quality Association (CASQA) Annual Conference, September 25, 2017 to September 27, 2017
- 2017 Annual Northern California Public Works Conference, November 8, 2017 to November 9, 2017
- Mapistry 2017 Stormwater Pollution Summit, September 14, 2017 to September 15, 2017
- Mapistry 2018 Stormwater Pollution Summit , September 13, 2018
- Contra Costa County Green Infrastructure Planning and Implementation Workshop, September 26, 2018
- 2018 Annual Northern California Public Works Conference, November 7, 2018 to November 8, 2018
- Workshop on Maintaining Green Infrastructure Including Bioretention Facilities, March 21, 2019
- On an annual basis, Public Works Maintenance staff, the City's contractors that maintain existing rain gardens and Green Infrastructure projects, and other staff, attend a stormwater pollution prevention training.
- The City's Engineering staff, who take the lead on inspections and compliance for new development (C.3) and construction (C.6) projects, attend trainings to stay up-to-date on best practices for managing and implementing those programs.
- Staff participation in regional processes to promote Green Infrastructure (such as the regional roundtable and design charrette).
- In FY17-18, El Cerrito City Staff also served on the Technical Advisory Group (TAG) for the Contra Costa County Stormwater Resources Plan (SWRP) and regularly attended meetings of the Contra Costa County



Photo: Rain garden and rain water harvesting roof at the El Cerrito Recycling Center

Clean Water Program's Development Committee as a non-voting member. In FY 18-19, El Cerrito City Staff served as a voting member of the Contra Costa County Clean Water Program's Development Committee.

1.5 Green Infrastructure in El Cerrito Today

1.5.1 Rain Gardens Throughout the City

The City of El Cerrito has been implementing Green Infrastructure in City facilities and the public right-of-way for over 10 years.

The design of El Cerrito's new City Hall was initiated before a 2005 stormwater-treatment mandate took effect. However, City staff recognized the opportunity to add Green Infrastructure. As a result, two bioretention facilities, treating runoff from one acre of adjacent roofs and pavement, were voluntarily incorporated into the project design.

Also in 2008, City staff pursued federal and other grants to incorporate Green Infrastructure into the San Pablo Avenue Streetscape Project. Two urban raingardens, constructed in 2010, filter runoff from 1.33 acres of travel lanes and sidewalk along the City's main transportation and commercial corridor.

In 2012, when the City completed its new LEED-platinum Recycling + Environmental Resource Center, bioretention facilities were incorporated into the project to treat runoff from the 2.3 acre site area. The Center also includes a rainwater cistern that harvests stormwater from shed roofs to flush toilets and irrigate native plant gardens.

In 2015, the City received a Proposition 84 Urban Greening Grant to construct the Ohlone Greenway Natural Area and Rain Garden Project. A derelict parking lot was repurposed to a bioretention facility featuring a native garden. An existing storm drain manhole was reconfigured to divert runoff from Fairmount Avenue (a major thoroughfare) and portions of adjacent residential streets.

Most recently, the City is participating in the San Pablo Avenue Green Stormwater Spine Project, with the San Francisco Estuary Partnership (SFEP) as lead. This demonstration project, currently in the design and pre-construction phase, will implement Green Infrastructure such as permeable walkway surfaces, bio-retention, and flow-through planters at select sites along San Pablo Avenue, including a site in El Cerrito.



Photo: Daylighted portion of Cerrito Creek in El Cerrito with an educational sign

Finally, the City of El Cerrito has included Green Infrastructure considerations and potential projects in its San Pablo Avenue Specific Plan & Complete Streets Plan and Urban Greening Plan, as well as its Capital Improvement Program.

Table 2, below, displays the public and private Green Infrastructure projects that have been completed in El Cerrito as of June 2019.



Photo: Mouth of Baxter Creek Watershed in San Francisco Bay

Table 2: Completed Green Infrastructure Projects in El Cerrito

Project Name	Location Description	Type of Project	Public or Private	Date	Site Area (Acres)
El Cerrito City Hall	10890 San Pablo Avenue	C.3.b project	Public	2008	1.04
Summit Charter School	1800 Elm Street	C.3.b project	Private	2009	0.58
Steger Sanitary District	7500 Schmidt Lane	C.3.b project	Public	2010	0.8
San Pablo Avenue Rain Gardens – Eureka	10270 San Pablo Avenue to 10252 San Pablo Avenue	Green Street/Retrofit	Public	2010	1.19
San Pablo Avenue Rain Gardens - Madison	11048 San Pablo Avenue	Green Street/Retrofit	Public	2010	0.4
Safeway Del Norte Store	11450 San Pablo Avenue	C.3.b project	Private	2012	1.22
El Cerrito Recycling & Environmental Resource Center	7501 Schmidt Avenue	C.3.b project	Public	2012	2.3
Ohlone Gardens	6493 and 6495 Portola Avenue	C.3.b project	Private	2015	0.94
Ohlone Greenway Rain Gardens (Fairmount)	Fairmount Avenue at Ohlone Greenway	Green Street/Retrofit	Public	2015	2.29
Hana Gardens (Eden Housing)	10860 San Pablo Avenue	C.3.b project	Private	2018	0.96
Metro 510	510 El Cerrito Plaza	C.3.b project	Private	2018	3.01
801 Bates	801 Bates Avenue	C.3.b project	Private	2018	1.06

1.5.2 Restored and Daylighted Creeks

Fluvius Innominatus (“Rust Creek”) Restoration (1995)

In 1995, the City daylighted (brought above ground) a section of “Rust Creek”, between Schmidt Lane and Portola Drive, in lieu of replacing a failing culvert. The section runs along the Ohlone Greenway and provides a riparian habitat, where the culvert once existed. Additional steps are planned to increase the environmental and educational benefits in this project area.



Photo: Cerrito Creek, El Cerrito

Baxter Creek at Poinsett Park (1996)

A segment of Baxter Creek was daylighted when the City Engineer determined that restoring a natural creek would be the most cost and resource effective response to a failing culvert. After the successful daylighting of Baxter Creek at Poinsett Park, the City has been pursuing creek restoration projects to beautify the landscape; promote and demonstrate a commitment to clean water and environmental stewardship; and respond to citizen interest and regional goals for a preserved, enhanced, and restored natural ecosystem within the urban environment.

Cerrito Creek at El Cerrito Plaza (2003)

In 2003, a three-block segment of Cerrito Creek was restored as part of a revitalized El Cerrito Plaza. The City worked with the owners of the El Cerrito Plaza to negotiate a dedication of property to the City in order to restore Cerrito Creek. Working with stakeholders from local organizations, such as Friends of Five Creeks, the restoration included creating a natural meandering channel, removing invasive species, and adding new vegetation.

The Baxter Creek Gateway Project (2006)

The Baxter Creek Gateway Project made improvements along the Ohlone Greenway, adding vegetation and creating a stable stream channel, around another portion of Baxter Creek, softening the northern entrance to the City, and improving bicycle connectivity between El Cerrito and Richmond. The project restored the natural contour of the creek to slow, filter and infiltrate water. The project further served to reduce flows in an area that had seen flooding historically and improved an area of the city that regularly attracted illegal dumping.

Creekside Walk at El Cerrito Plaza (2018)

Metro 510 (Creekside Walk) is a 128-unit apartment development with 19 units of affordable housing that was constructed on an existing surface parking area located in the southeast portion of the El Cerrito Plaza shopping center. As part of the Project, an approximately 60-feet wide by 180-feet long portion of Cerrito Creek, previously culverted, was daylighted and restored to a natural condition. In addition to daylighting the creek corridor, the applicant provided a pedestrian path and a bike path that connects to the Ohlone Greenway to the east. The restored channel is designed to support a native riparian plant corridor, provide habitat, and stabilize the creek banks.



Photo: Educational signs in a rain garden on El Cerrito's San Pablo Avenue

1.5.3 Community Tree Planting

El Cerrito's 2014 Community Tree Planting project enhanced Green Infrastructure within and adjacent to the San Pablo Avenue Specific Plan Area. Funded through a grant from the California Urban Forests Council's "Invest from the Ground Up" program, 25 trees were planted in collaboration with the City's Tree Committee and interested citizens on Avila Street, El Dorado Street, and Carlson Boulevard. As part of the San Pablo Avenue Streetscape project, over 300 trees were planted. Further, in 2010 the City received an Environmental Enhancement and Mitigation Program Grant to plant more than 160 trees citywide. Trees play an important role in and outside of Green Infrastructure projects, by helping manage and treat stormwater.

1.6 Policies, Ordinances, and Legal Mechanisms

1.6.1 Policy on Implementing Green Infrastructure

The City of El Cerrito is committed to shifting its conventional "collect and convey" storm drain infrastructure to more resilient, sustainable stormwater management that reduces runoff volumes, disperses runoff to vegetated areas, harvests and uses runoff where feasible, promotes infiltration and evapotranspiration, and uses natural processes to detain and treat runoff. This will include implementing, where and when feasible, Low Impact Development features and facilities such as pervious pavement, bioretention facilities ("rain gardens"), green roofs, and rainwater harvesting systems.

1.6.2 Policy on Green Infrastructure for Development Projects

The City of El Cerrito uses its planning, zoning, and building authorities to require proposed new development and redevelopment projects to incorporate LID features and facilities, consistent with the City's stormwater

ordinance, in accordance with the New Development and Redevelopment (Provision C.3) requirements and the current edition of the Contra Costa Clean Water Program's Stormwater C.3 Guidebook.

The City requires that the location and footprints of required stormwater treatment facilities are incorporated into site plans, landscaping plans, and improvement plans submitted for the City of El Cerrito's discretionary review. The City of El Cerrito reviews construction plans and inspects construction of LID facilities to ensure the facilities are built in accordance with the criteria in the Guidebook. The City of El Cerrito requires the owners of properties with LID facilities to agree to maintain the facilities in perpetuity and conducts periodic operation and maintenance inspections of built facilities.

During early planning of all C.3 applicable projects, feasibility studies, drainage reports, and CEQA documents are required to demonstrate:

- Runoff from impervious roofs and pavement is dispersed to adjacent impervious areas where feasible and in accordance with the Guidebook.
- Green infrastructure facilities detain, retain, and treat runoff from remaining roofs and pavement.
- Plans, drawings, and exhibits show the green infrastructure facilities at a level of detail consistent with the document.

It should be noted that the Guidebook considers the C.3 project scope to include any impervious surfaces added or replaced within the adjacent public right-of-way (street frontage improvements) in connection with the project.

As indicated in the Guidebook, experience has shown that implementation of LID facilities is feasible on nearly all development sites. Nevertheless, the current version of the C.3 Guidebook (7th Edition, 2017) allows a local agency to review and approve off-site treatment, in lieu of on-site LID facilities, for development projects under two circumstances as follows:

1. "In lieu of incorporating facilities to treat runoff from impervious areas at the development project site, an applicant may propose a secondary project that will treat runoff from an equivalent amount of existing impervious area with LID (i.e., retrofit with LID) at another location within the same watershed. To be considered, the secondary project must include construction, operation, and maintenance of facilities that meet the criteria in Chapter 3. Those facilities must treat runoff from an amount of impervious surface equivalent to, or greater than, the impervious surface that would be subject to

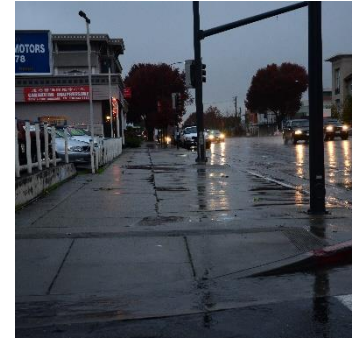


Photo: El Cerrito's San Pablo Avenue, during a rain event

requirements at the project location. An applicant may propose to combine on-site and off-site facilities to add up to the equivalent amount of impervious area as would be required for only on-site treatment. Drainage from equivalent existing impervious square footage on an adjacent parcel or public or private street may be used to offset drainage from on-site square footage that would be difficult or expensive to route to LID treatment. An applicant may also propose to share in a larger project and be credited for a proportional amount of the impervious area for which runoff is treated by that project.”



Photo: Natural pond at El Cerrito's Arlington Park

2. For projects which meet criteria in the Guidebook for “Special Projects” and which demonstrate that it is infeasible to use LID to treat 100% of runoff on-site, allows construction of non-LID treatment systems (tree-box-type high-flowrate biofilters and vault-based high-flowrate media filters) for up to the specified proportion of the total impervious area on the site. The demonstration of infeasibility requires a narrative discussion of infeasibility of offsite treatment including: a) whether the project proponent owns or otherwise controls land within the same watershed of the project that can accommodate, in perpetuity, off-site bioretention facilities adequately sized to treat the runoff volume of the primary project; and b) identification of any regional Low Impact Development stormwater mitigation projects or programs available to the project for in-lieu C.3 compliance .

Given the Green Infrastructure opportunities that have been identified for retrofitting the storm drainage system within the existing public right-of-way, this Plan would enhance the Guidebook provisions above to indicate a development applicant that proposes to construct off-site or non-LID facilities shall comply with the following:

- The development applicant must consider constructing or financially contributing to construction of a public GI project identified in this Plan or another GI project in the public right-of-way that will treat run-off from public streets adjacent to or near the development site.
- The public GI project must treat runoff from an amount of impervious surface greater than, as feasible, the impervious surface that would be subject to requirements at the project location.
- The development applicant must design or proportionally contribute to the detailed design of the public GI project.

- The development applicant must proportionally contribute to the operations and maintenance of the public GI project.
- The proposal is subject to the review and approval of the Public Works Director.

1.6.3 Policy on Green Infrastructure in Public Projects

The City of El Cerrito maintains a prioritized list of opportunities to retrofit streets and storm drains with Green Infrastructure. An initial list is in the City of El Cerrito's Green Infrastructure Plan (September 2019).

The list is updated periodically with new opportunities, as follows:

- All new construction and substantial upgrades to City of El Cerrito facilities, including public buildings parking lots, parks, recreation facilities, and corporation yard, incorporate LID features and facilities in accordance with the New Development and Redevelopment (Provision C.3) requirements of the Municipal Regional Stormwater Permit. When the project includes street frontage improvements, and where feasible, the project is also designed so that street runoff is directed to LID facilities within the site or in the adjacent public right of way.
- All transportation projects for which the City of El Cerrito is a sponsor or participant, including roadway widening or reconstruction, streetscape improvements, "complete streets" projects, traffic calming, safe routes to schools, and other projects that involve roadway reconfiguration, are evaluated for the potential to incorporate LID features and facilities. El Cerrito follows the guidance developed by BASMAA in the document, "Guidance for Identifying Green Infrastructure Potential in Municipal Capital Improvement Projects" (2016), attached as Appendix 7 of this Plan.
- All storm drain projects are evaluated for the potential to incorporate LID features and facilities to treat stormwater and manage flows before discharge to streams or the municipal separate storm sewer system. Where appropriate, LID facilities are incorporated into projects to daylight or restore urban streams.

The City of El Cerrito has an ongoing process to proactively review aspects of its storm drainage system to identify additional opportunities to incorporate LID features and facilities, with an emphasis on exceptional or low-cost opportunities. The City also receives and adds to the list Green Infrastructure opportunities identified by the public.



Photo: Rain garden on San Pablo Avenue in El Cerrito

Where implementation of LID facilities has been found to be infeasible, an opportunity may be removed from the prioritized list.

1.6.4 Evaluation of Opportunities for Green Infrastructure Retrofits

For new and substantial upgrades to City of El Cerrito facilities, transportation projects, and storm drainage projects, whenever doing so can be made consistent with the project objectives, would be reasonably cost-effective, and would be technically feasible, the City of El Cerrito will incorporate LID features and facilities into the preliminary design of the project. LID features will be incorporated in project final designs unless the incremental costs would prevent the project from being constructed.



Photo: Green infrastructure at private development project in El Cerrito

1.6.5 Stormwater Management and Discharge Control Ordinance:

The City's Stormwater Management and Discharge Control Ordinance, requires every application for a development project that is subject to the city's NPDES permit to have a Stormwater Control Plan and meet all requirements of the most current C.3 Guidebook. Chapter 8.40 - Stormwater Management and Discharge Control, included as an attachment to this Plan. It includes language, for example:

"Every application for a development project, including but not limited to a rezoning, tentative map, parcel map, conditional use permit, variance, site development permit, design review, or building permit that is subject to the development runoff requirements in the city's NPDES permit shall be accompanied by a Stormwater Control Plan that meets the criteria in the most recent version of the Contra Costa Clean Water Program Stormwater C3 Guidebook." A detailed definition of applicable projects, often referred to as "Regulated Projects", subject to these standards, is included in the city's NPDES Permit.

1.6.6 Creek Protection Overlay District

The City's Zoning Ordinance includes a Creek Protection Overlay District to assure that development and activities in the City preserve, enhance and restore natural drainage ways; preserve riparian vegetation and protect wildlife; protect lands adjacent to riparian areas; increase access to creeks for maintenance purposes; ensure the projects are consistent with City Council adopted guidelines and resolutions for creek restoration and improvement; and further the Joint Watershed Goals Statement of restoring creeks where they can be enjoyed by people and wildlife.

2 Green Infrastructure Targets

MRP Provision C.3.j.i.(c) requires this Plan to include targets for the amount of impervious surface, from public and private projects, within the Permittee's jurisdiction to be retrofitted by 2020, 2030, and 2040. MRP Provision C.3.j.i.(2)(b) requires this Plan to include prioritized and mapped areas for potential and planned Green Infrastructure projects, both public and private, for implementation by 2020, 2030, and 2040.

The same timeframes are referenced in MRP Provisions C.11 and C.12. These provisions require Contra Costa Permittees (Contra Costa County and its 19 cities and towns) to reduce estimated PCBs loading by 23 grams/year and estimated mercury loading by 9 grams/year using Green Infrastructure by June 30, 2020.

Regionally, Permittees must also project the load reductions achieved via Green Infrastructure by 2020, 2030, and 2040, showing that collectively, reductions will amount to three kilograms/year PCBs and 10 kg/year mercury by 2040. This "Reasonable Assurance Analysis" is due in September 2020.

To project the amount of impervious area that will be converted to Green Infrastructure by private development, the City participated in a countywide process described in Section 2.1.

To estimate the amount of impervious area that might be retrofit with Green Infrastructure through public projects, the City compiled a project list as follows:

- The City selected projects identified through its participation in the Contra Costa Watersheds Storm Water Resources Plan (SWRP, described in Section 3.1).
- This list of selected SWRP projects was augmented via identification of additional projects as described in Section 3.1.

The City's targets for the conversion of impervious surface by 2020, 2030, and 2040 are the sum of the projected conversion via private development (for each timeframe) and the estimated retrofit area achieved via the list of potential public projects associated with each timeframe. These targets are listed in the tables in Sections 2.1 and 2.2, below.

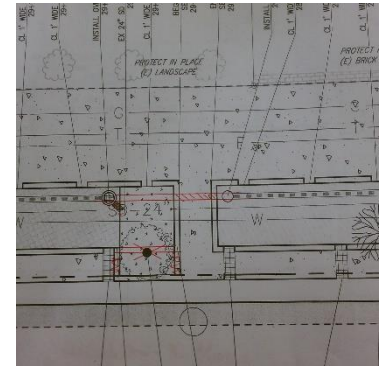


Photo: Site plans for a rain garden in El Cerrito

2.1 Private Development Projections

To forecast private development, the City of El Cerrito participated in a regional process coordinated through the CCCWP and shared with BASMAA member agencies. This process utilized the outputs of UrbanSim, a model developed by the Urban Analytics Lab at the University of California under contract to the Bay Area Metropolitan Transportation Commission (MTC). UrbanSim is a modeling system developed to support the need for analyzing the potential effects of land use policies and infrastructure investments on the development and character of cities and regions. The Bay Area's application of UrbanSim was developed specifically to support the development of Plan Bay Area, the Bay Area's Sustainable Communities planning effort.

MTC forecasts growth in households and jobs and uses the UrbanSim model to identify development and redevelopment sites to satisfy future demand. Model inputs include parcel-specific zoning and real estate data; model outputs show increases in households or jobs attributable to specific parcels. The methods and results of the Bay Area UrbanSim model have been approved by both MTC and Association of Bay Area Government (ABAG) Committees for use in transportation projections and the regional Plan Bay Area development process.

The CCCWP process used outputs from the Bay Area UrbanSim model to map parcels predicted to undergo development or redevelopment in each Contra Costa jurisdiction at each time increment specified in the MRP (2020, 2030, and 2040). The resulting maps were reviewed by local staff for consistency with the City of El Cerrito's local knowledge and local planning and economic development initiatives. The maps were revised, and each revision documented.

It is assumed that multifamily residential and commercial/industrial developments will incorporate stormwater treatment facilities (typically bioretention) in accordance with MRP Provisions C.3.b., C.3.c., and C.3.d. Because of high land values, it is expected that more than 50% of the existing impervious area in each parcel will be replaced if a parcel is developed, and therefore the entire parcel will be subject to Provision C.3 requirements (that is, will be retrofit with Green Infrastructure), consistent with the "50% rule" requirements of MRP Provision C.3.b.

Existing impervious surface for each affected parcel was estimated using the 2011 National Land Cover Database. Estimates were spot-checked and revised based on local knowledge and available satellite imagery.



Photo: Bio-swale with "curb cuts" at the El Cerrito City Hall

Based on these assumptions and the revised maps, the amounts of existing impervious surface forecast to be retrofit with Green Infrastructure via private development are as shown in Table 3.

Table 3: Estimates of Cumulative Impervious Surface Forecast to be Retrofit with Green Infrastructure via Private Development

Year	Cumulative Area Treated (Square Feet)
2020	820,648
2030	1,173,015
2040	1,388,805

The projected increases in disconnected impervious area as a result of private development in the City of El Cerrito are estimates only and are dependent on the development decisions made by private entities. While the City will ensure that all MRP-regulated development will abide by C.3 Guidelines, the City has no control over the location and timeline for private (re)development in the City. Therefore, the above table does not imply a binding City commitment toward achieving these goals.

2.2 Targets for Public Projects

Forecasted impervious surface to be retrofit via public projects is summarized in Table 4. The estimates are based on the project list in Chapter 3.

Table 4: Estimates of Cumulative Impervious Surface Forecast to Be Retrofit with Green Infrastructure via Public Development

Year	Cumulative Area Treated (Square Feet)
2020	159,116
2030	312,438
2040	2,353,474

As discussed further in this Plan, the projected targets for the development of public Green Infrastructure projects in the City of El Cerrito is highly contingent on funding and other factors that may influence the ability of the City to implement the projects identified in this Plan.

2.3 Projected Load Reductions

As part of the RAA process, the estimates of projected private development (described in Section 2.1) and the general and specific locations of public



Photo: Rendering of El Cerrito's San Pablo Avenue with anticipated development

Rendering by Urban Advantage

projects (summarized in Section 2.2 and detailed in Chapter 3) are being incorporated into a countywide water-quality model. Projected pollutant load reductions will be developed for 2020, 2030, and 2040. Details of methods, inputs, and model outputs will be included in the September 2020 RAA report.

Preliminary RAA modeling was conducted to assist Permittees with Green Infrastructure planning. The results of this modeling are summarized in a “Reasonable Assurance Analysis Countywide Attainment Strategy” report (Geosyntec Consultants, March 20, 2019) which is attached as Appendix 4.

Key findings and outcomes of that report are excerpted here:

A “Countywide Attainment Scenario” was modeled which examined PCBs loads reduced by each project opportunity incorporated in the Contra Costa Watersheds Storm Water Resource Plan (CCW SWRP).

The results of this analysis demonstrate that the public GI retrofit opportunities that have the highest potential to reduce PCBs loads are concentrated within a small subset of Contra Costa Permittee area due to the pattern of pre-1980 industrial development within the region. (Note that GI implementation feasibility was not field-evaluated as part of development of the CCW SWRP, thus the feasibility of implementation for these potential project locations has yet to receive a site-specific evaluation.)

Conversely, many Contra Costa Permittees have no or very few opportunities to contribute significantly toward achievement of countywide PCBs loading reductions via implementation of GI in their communities. Further, if load reductions are not achieved on a regional or countywide scale, and load reductions are allocated at a local level (by population), these Permittees would not be able to achieve those load reduction allocations due to a lack of opportunity.

To allow for the most efficient implementation of GI to achieve the MRP-stipulated load reduction goal, some Contra Costa Permittees have been actively investigating ways that communities without opportunities to reduce PCBs via GI might potentially fund GI projects in communities that do have such opportunities. This has included consideration of funding streams derived from new developments (for example, in-lieu fees charged when only a portion of on-site C.3 compliance is achieved). However, the legal and administrative



Photo: Street trees in El Cerrito

requirements are complex, would require considerable effort to resolve, and may not ultimately be resolvable.

The Permittees will continue to consider how to balance the goals of efficient PCBs load reduction via GI (which has been demonstrated to be highly location-specific, and not obtainable by all Permittees) versus the other benefits of GI. This consideration will include participation, with Water Board staff, in ongoing discussions of GI and PCBs load reduction requirements that may be included in MRP 3.0.

The Permittees, collectively, will also consider the outcomes of these discussions when preparing the RAA.

Indeed, the preliminary RAA projections, based on Permittees' draft Green Infrastructure Plans, affirm that the projects with the greatest potential to reduce PCBs are located in just a few communities in the County. If El Cerrito were able to build all the projects outlined in this Plan, initial estimates show that the City could reduce three grams of PCBs loads by 2040. This contrasts with the countywide goal to reduce 3,000 grams (3 kilograms) by 2040. In other words, the efficient reduction of PCBs countywide will be predicated on the development and implementation of a Countywide Attainment Strategy.



Photo: Rain gardens outside of a new development project, completed in 2018

3 Public Project Identification, Prioritization, and Mapping

3.1 Public Project Identification and Prioritization

MRP Provision C.3.j.i.(2)(a) mandates the use of a mechanism to prioritize and map areas for potential and planned Green Infrastructure projects.

The City of El Cerrito identified potential projects by a variety of means. The Contra Costa Watersheds Storm Water Resources Plan (SWRP), a countywide effort partly funded by a State Water Resources Control Board grant, identified potential projects via stakeholder outreach and a GIS-based opportunity analysis. Following completion of the SWRP, additional projects, mostly within the San Pablo Avenue Specific Plan Area, were identified by City staff and consultants using a survey approach.

Projects were also reviewed to identify potential synergies with a concurrent update to the City's Storm Drain Master Plan.

A subset of all identified projects was prioritized for development of conceptual designs. Conceptual designs were created for 17 projects and are in Appendix 1 of this Plan.

The resulting project list and map is presented and discussed in Section 3.2.

SWRP Project Opportunity Identification

Publicly owned parcels and ROWs that could potentially be retrofit to include multi-benefit stormwater capture facilities were identified as part of the Contra Costa Watersheds Stormwater Resource Plan (CCCWP, 2018). The SWRP identified public retrofit opportunities through two means: a request for planned projects, sent to the Contra Costa County Permittees, and a geographic information system (GIS)-based project opportunity analysis.

Information related to the identification of potential projects was received from 25 jurisdictions, government agencies, non-governmental organizations, and watershed groups that were contacted with potential project requests.

The desktop GIS analysis used Permittee data and entailed screening for publicly-owned parcels and ROWs without physical feasibility constraints that would preclude implementation of a stormwater capture project. The project opportunity analysis consisted of the following steps:



Photo: Permeable pavement, allows water to infiltrate

Step 1: Identify publicly-owned parcels through parcel ownership and/or tax-exempt status.

- Screen identified publicly-owned parcels to identify those at least 0.1 acres in size; and with average slopes less than 10%.
- Identify ROW using the county-wide roadway data layer. Roadways considered were state and county highways and connecting roads, as well as local, neighborhood, and rural roads.
- Identify land uses associated with identified parcels and surrounding identified ROWs with a combination of ABAG land use categories and use codes provided by the Contra Costa County Assessor.
- Screen all identified locations (i.e., parcels and ROWs) for physical feasibility. The following screening relating to physical constraints was applied to identified sites (to the extent that the necessary data had been provided or obtained):
 - Regional facilities were not considered for parcels that were greater than 500 feet from a storm drain, due to limited feasibility in treating runoff from a larger drainage area;
 - Parcel-based facilities were not considered for sites that were more than 50% undeveloped land uses, due to the limited potential for pollutant of concern load reduction;
 - Parcels with significant drainage area outside of urbanized areas were removed, as these sites would not provide opportunity for significant pollutant of concern load reduction;
 - Sites more than 50% within environmentally sensitive areas (ESAs) (designated wetlands, biologically sensitive areas) were removed so as not to disturb these habitats;
 - Sites with more than 50% overlying landslide hazard zones were removed to avoid the potential for increasing landslide risk.
- The remaining identified public parcels and ROWs were considered preliminarily feasible for installation of stormwater capture facilities and were analyzed using a metrics-based multi benefit analysis. The results of the metrics-based multi-benefit analysis provided some information helpful for consideration of GI priorities within the City of El Cerrito. A summary of the project opportunity classification and scoring conducted for the SWRP is provided in the following section.

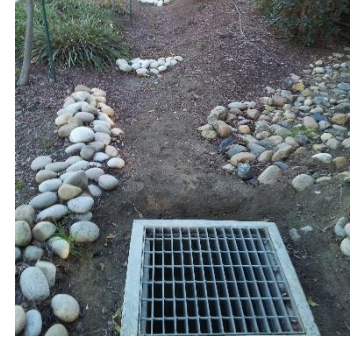


Photo: Storm drain inlet inside green infrastructure facility

Step 2: SWRP Project Opportunity Metrics-Based Multi-Benefit Analysis

To conduct the SWRP project opportunity metrics-based multi-benefit analysis required as part of the SWRP, additional data was analyzed, and classifications were made regarding the project opportunities. First, all project opportunities (i.e., including those identified through the GIS opportunity analysis and the stakeholder potential projects process) were classified using the following information:

- Stormwater capture project type;
- Infiltration feasibility;
- Facility type; and
- Drainage area information.

Details regarding each of these classifications are provided in the following sections.

Stormwater Capture Project Type. All physically feasible project opportunities were assumed to be feasible for GI implementation as part of the SWRP project opportunity classification. The projects identified through the GIS opportunity analysis and stakeholder stormwater capture projects process were categorized as parcel-based, regional, or ROW/green street projects, as summarized in Table 5.

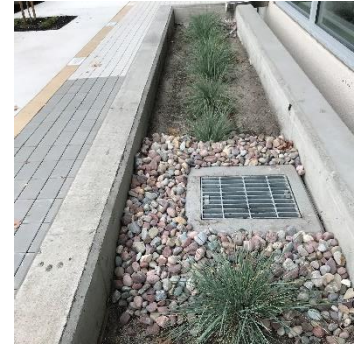


Photo: Rain garden adjacent to a development project on San Pablo Avenue in El Cerrito

Table 5: Green Infrastructure Project Types and Categorization Criteria

GI Project Type	Definition	Description
ROW/green street projects	Treating the road and portions of adjacent parcels	All street-based projects.
Regional Projects	Treating a large area draining to the parcel	The parcel contains at least 0.5 acre of undeveloped or pervious area (as identified through the land use class); and the drainage area is larger than the parcel itself and the location is sufficiently close to a storm drain (i.e., within 500 feet, where storm drain pipe data is available).
Parcel-based projects	Treating the drainage area only on the identified parcel	All other parcel locations.



Photo: Landscaping and fountain at El Cerrito City Hall

Infiltration Feasibility. All SWRP project opportunity locations were categorized as feasible, infeasible, or partially feasible for infiltration, based on underlying hydrologic soil group, depth to groundwater (as data was available), nearby soil or groundwater contamination, and presence of underlying geotechnical hazards, as described in Table 6.

Table 6: SWRP Project Opportunity Infiltration Feasibility Categorization Criteria

Infiltration Feasibility Category	Description
Hazardous/infeasible for infiltration	Projects that are located: More than 50% overlying liquefaction hazards; or Within 100 feet of a site with soil or groundwater contamination (e.g., based on proximity to active GeoTracker ² or EnviroStor ³ sites).
Infiltration safe but only partially feasible	None of the above constraints exist, but the soil underlying the facility is relatively poorly draining (identified as hydrologic soil group [HSG] C or D).
Infiltration feasible	The site has none of the infiltration hazards present and the soil underlying the facility is relatively well draining (identified as HSG A or B).

For the purpose of SWRP project opportunity multi-benefit scoring (i.e., the metrics-based analysis conducted), locations feasible for infiltration were assumed to retain the full water quality capture volume. At locations that are partially feasible for infiltration, it was assumed that infiltration would be

² GeoTracker is a California State Water Resources Control Board website which tracks sites with the potential to impact water quality in California, including contaminated sites (<https://geotracker.waterboards.ca.gov/>).

³ EnviroStor is the Department of Toxic Substances Control's data management system for tracking cleanup, permitting, enforcement and investigation efforts at hazardous waste facilities and sites with known contamination or sites where there may be reasons to investigate further (<https://www.envirostor.dtsc.ca.gov/public/>).

promoted in the facility, but the full water quality capture volume would not be infiltrated due to poor drainage. These areas were assumed to infiltrate to the extent possible using a raised underdrain. Locations that are hazardous for infiltration were assumed to implement non-infiltrating GI projects (i.e., lined bioretention) and were assumed to retain no volume.

SWRP Project Opportunity Facility Type. Each SWRP project opportunity location was assigned a facility type. For potential projects identified by the Permittees and/or stakeholders, a facility type was assigned based on the facility description or classification provided by the agency or project proponent. For project opportunities identified through the GIS analysis, the facility type was assumed to be GI, with infiltration capability defined based on the infiltration feasibility screening. The resulting SWRP multi-benefit stormwater capture project types that were considered for the GI Plan included:

- Capture and Reuse
- Constructed Wetland
- Lined Bioretention
- Unlined Bioretention
- Unlined Swale
- Water Quality Basin

SWRP Project Opportunity Drainage Area. For each identified project opportunity, the drainage area was identified and characterized as follows:

- All project opportunities with identified drainage areas were characterized as provided by project proponents.
- For ROW project opportunities for which the drainage area had not been characterized, the roadway and an assumed tributary width (e.g., 50 feet per side) that extends into the adjacent parcels was considered the drainage area.
- For parcel-based project opportunities for which the drainage area had not been characterized, the entire parcel was assumed to make up the drainage area.
- For regional project opportunities for which the drainage area had not been characterized, the drainage area characterization (i.e., slope and land use) was approximated.



Photo: Green Infrastructure facility in El Cerrito

SWRP Project Opportunity Metrics-Based Multi-Benefit Analysis Scoring

The analysis and scoring described below was conducted for the purposes of the SWRP. However, while the scoring helped inform the prioritization conducted for this Green Infrastructure Plan, the prioritization of projects within the two plans are different.

Using the information compiled in the identified project opportunity database, each SWRP identified project received a score using a metrics-based multi-benefit analysis. A description of each scored project component is provided below:

- Parcel area (for regional and parcel-based GI projects only) – This scoring component awarded more points for larger parcels.
- Slope – This scoring component awarded more points to flatter slopes and is related to ease of construction and implementation.
- Infiltration feasibility – This scoring component awarded more points to projects that overlaid infiltrating soils.
- PCBs/mercury yield classification in project drainage area – This scoring component awarded more points to projects with higher potential to achieve pollutant load reductions.
- Removes pollutant loads from stormwater – This scoring component awarded more points to facilities designed as GI or treatment control facilities.
- Augments water supply – This scoring component awarded more points based on potential water supply provided by a project.
- Provides flood control benefits – This scoring component awarded points to flood control facilities providing flood control benefits.
- Re-establishes natural water drainage systems or develops, restores, or enhances habitat and open space – This scoring component awarded points for projects completing hydromodification control, stream restoration, and habitat restoration and providing these environmental benefits.
- Provides community enhancement and engagement – This scoring component awarded projects that specifically provide public use areas or public education components with potential opportunities for community engagement and involvement.

All classified and scored SWRP projects were compiled into a master database as part of the SWRP and organized by City staff. The SWRP identified projects



Photo: San Pablo Avenue Rain Gardens at Madison Ave.

located within El Cerrito's jurisdictional boundary, which were reviewed by City staff. The project classification information and SWRP score were provided to the City for information.

3.1.1 Synergy with the Storm Drain Master Plan

As noted in Section 1.5, preparation of this Green Infrastructure Plan coincided with the City's preparation of an updated Storm Drain Master Plan (SDMP, Schaaf and Wheeler under development 2019). To identify potential synergies between storm drain projects and Green Infrastructure opportunities, the City's SDMP consultant prepared an overlay of locations identified in the SWRP with locations identified in the SDMP. In addition, the identified locations were reviewed for proximity of areas associated with flooding.

One location (on Kearney Street near Fairmount Avenue) provides an example of potential synergy. The SDMP identified a catch basin at this location as requiring replacement. Review of the site showed there was possibly potential to place a bioretention facility at that location, which would intercept runoff from the drainage area served by that catch basin. The project is included in the project list in Section 3.2.

However, in general, fewer locations than expected were identified by this method. Reasons include:

- The SDMP focused on the condition and capacity of storm drain pipes; however, Green Infrastructure opportunities are more likely to be associated with inlets.
- The SDMP included drainage issues in residential areas, many with steeper slopes, while the best Green Infrastructure opportunities were in the flatter, commercial areas.
- The SDMP identified drainage structures (headwalls, culverts, pipes, etc.) in need of major repair or replacement, but most of these were associated with conveyances rather than inlets, and many are in parks or landscaped areas that are not directly connected to tributary impervious areas.

3.1.2 Survey to Identify Additional Projects

The City's consultant used the City's Development Map as a starting point for a survey to identify potential additional Green Infrastructure projects within the San Pablo Avenue Specific Plan Area. The process used Google satellite and street-level imagery along with on-the-ground visual surveys. Potential sites



*Photo: Rendering of San Pablo Ave.
Green Spine Project*

Rendering by Urban Advantage

were reviewed in connection with the City’s Urban Greening Plan (2015) and Complete Streets Plan (2014).

Coordination of Planning Efforts

The City’s Community Development Department maintains a Development Map showing proposed, approved, under construction, and completed major projects within the San Pablo Avenue Corridor. Typically, the City will require the applicant, as a condition of development approval, to construct frontage improvements. These improvements include replacement of sidewalk and sometimes may also include replacement of curb and gutter within the public right-of-way. These improvements are a condition of approval when the project received discretionary approval. And the designs of the specific improvements are finalized after the project receives discretionary approval and subject to review and approval of the Public Works Director.

Street frontage improvements may simply replace and upgrade the existing curb, sidewalk, and gutter, or may require changes in the existing curblane. SPASP design criteria typically require that, in addition, the building be set back from the property and the sidewalk widened to create additional public space and clear pedestrian paths of travel. The City’s San Pablo Avenue Specific Plan (both the Form-Based Code, Chapter 2 and Complete Streets Plan, Chapter 3) specifies widths to be achieved for different street types and locations within the corridor (Uptown, Midtown, and Downtown), along with various pedestrian and transit bulb-outs and bicycle facilities to be incorporated in the adjacent travel lanes.

The City’s Urban Greening Plan (2015) identifies focus areas for urban greening efforts. Many of these are within or adjacent to the San Pablo Avenue Specific Plan Area. Some of these focus areas coincided with opportunities identified by reviewing the Development Map.

By coordinating the SPASP Development Map, street surveys, the Complete Streets Plan, and the Urban Greening Plan, it was possible to capitalize on previous planning efforts and current opportunities to identify some compelling projects for inclusion in this Green Infrastructure Plan. These projects were advanced through preparation of the conceptual designs listed in Section 3.2.

Street Survey Methods

The survey was conducted by visually examining (via Google and directly) the relationship between the frontage of development sites and street drainage. The first step was to identify catch basins or low points at the frontage. If these

“By coordinating the SPASP Development Map, street surveys, the Complete Streets Plan, and the Urban Greening Plan, it was possible to capitalize on previous planning efforts and current opportunities to identify some compelling projects for inclusion in this Green Infrastructure Plan.”

were present, then the existing use of public right of way—sidewalk and the adjacent travel or parking lane—was reviewed. In some cases, it could be discerned that although no low point existed at the frontage, there was a substantial area of street drainage tributary to that point.

The Complete Streets Plan, as it would apply to the fronting streets, was then consulted to understand potential future changes to the use of public right-of-way within the frontage. The Urban Greening Plan was consulted to identify project plans and potential synergies. Where available, the plan sets for the development projects were also reviewed to understand the relationships of site drainage and C.3 compliance design to the storm drain system, and to identify possible applications of alternative compliance (that is, where potential developer participation in construction and maintenance of a Green Infrastructure facility within the public right-of-way might offset treatment of site runoff).

Where it seemed possible to incorporate a bioretention facility into the public right of way at the catch basin or low point, the tributary area to that point was determined, again by visual survey.

Google Earth was used to draw polygons representing the footprints of potential facilities and the drainage areas tributary to those facilities.

3.2 Maps and Project Lists

The City's Green Infrastructure Project List comprises the results of the project identification methods discussed in Section 3.1.

3.2.1 Project List Organization

The project list is organized as follows:

- San Pablo Avenue Specific Plan Area Streets. These are largely projects identified and/or developed using the survey methods described in Section 3.1.3. Conceptual designs have been prepared for most of these projects.
- Major Development. These represent opportunities to implement Green Infrastructure on a large scale associated with major (re)development projects that are expected to occur in the future. In addition to implementing C.3 compliance associated with the construction of new residential, commercial, and mixed-use buildings, the City will aim to maximize the treatment of runoff from streets within and adjacent to these major developments.



Photo: Rain garden on San Pablo Ave. at Eureka Ave.

- **Other Streets.** These are stakeholder-identified projects in areas outside the San Pablo Avenue Specific Plan Area. Most but not all were identified through the Storm Water Resource Plan process detailed in Section 3.1.1.1. Conceptual designs have been prepared for two of these projects.
- **Creeks.** Most of these are multi-benefit projects, including creek restoration projects, identified through the Storm Water Resource Plan process outlined in Chapter 3 of this Plan. One project (Cerrito Creek Gateway) would include retrofit of the drainage of a portion of San Pablo Avenue. A conceptual design has been prepared for that project.
- **Parks.** These are projects identified through the Storm Water Resources Plan process. Many relate to the potential for Green Infrastructure implementation on portions of the Ohlone Greenway.
- **Public Buildings.** These projects were identified through the Storm Water Resources Plan process and identify opportunities to incorporate Green Infrastructure concurrent with anticipated investment in City-owned properties.



Photo: Green Infrastructure facility in El Cerrito

Table 7: Green Infrastructure Project List

Group (letter/number in parenthesis refers to number on map)	Facility Name or Location	Drainage Area Description	ID ⁴	Status	Target Date
SPA ⁵ Streets (S1)	Carlson Blvd./El Dorado St. NE ⁶ Corner	San Pablo Ave. SB ⁷ lanes San Jose Ave. to El Dorado St.; San Jose Ave. (south of crown) from San Pablo Ave. to Carlson Blvd.; El Dorado St. (north of crown from San Pablo Ave. to Carlson Blvd. Carlson Blvd. (east of crown) from San Jose Ave. to El Dorado St.	GI Plan Survey	Conceptual design complete	2040
SPA Streets (S2)	San Pablo Ave. /Cutting Blvd next to 11645 San Pablo Ave.	San Pablo Ave. SB lanes from Knott to Cutting	GI Plan Survey	Conceptual design complete	2025
SPA Streets (S3)	North side of Cutting Blvd. at Peerless Ave.	Cutting Blvd. WB ⁸ lanes from San Pablo Ave. to Peerless Ave.	GI Plan Survey	Conceptual design complete	2030
SPA Streets (S4)	South end of 1751 Eastshore Blvd.	SB lanes on Eastshore from Peerless/SPA to ~800 ft. south.	GI Plan Survey	Conceptual design complete	2040
SPA Streets (S5)	San Pablo Ave./Cutting Blvd. next to Mayfair development site	San Pablo Ave. NB ⁹ lanes from Knott to Cutting	Previous Planning Effort	Conceptual design complete	2025
SPA Streets (S6)	San Pablo Ave./Hill St. next to BART lot	San Pablo Ave. NB lanes from Hill to Cutting	Previous Planning Effort	Conceptual design complete	2025
SPA Streets (S7)	Eureka Ave./San Pablo Ave. NE corner	San Pablo Ave. NB lanes from Eureka Ave. to Stockton Ave., Kearney St. (west of crown) from Stockton to Eureka, Stockton Ave. (both sides) from Kearney to San Pablo Ave.	GI Plan Survey	Conceptual design complete	2040
SPA Streets (S8)	San Pablo Ave./Greenway	San Pablo Ave. SB lanes from Baxter Creek overcrossing (in Richmond) to frontage at 11965 San Pablo Ave.	GI Plan Survey	Conceptual design complete	2030

⁴ ID – Identification refers to how the project was identified

⁵ (SPA) San Pablo Avenue Specific Plan Area Projects; (M) Major Development Projects; (O) Other Streets Projects; (C) Creeks Projects; (P) Parks Projects; (B) Public Buildings Projects

⁶ NE - Northeast

⁷ SB - Southbound

⁸ WB - Westbound

⁹ NB - Northbound

Group (letter/number in parenthesis refers to number on map)	Facility Name or Location	Drainage Area Description	ID ⁴	Status	Target Date
SPA Streets (S9)	Kearney St. near Fairmount Ave	Kearney St. (crown to north curb), Fairmount Ave. to 260 ft. north	GI Plan Survey	Conceptual design complete	2040
SPA Streets (S10)	Fairmount Ave./Carlson Blvd. NE corner	South side of San Diego St, crown to curb, from San Pablo Ave. to Carlson. San Pablo Ave. SB lanes from San Diego to Carlson Blvd. Fairmount Ave. WB lanes from San Pablo Ave. to Carlson Blvd. Carlson Blvd. NB lanes from Fairmount Ave. to San Diego St.	GI Plan Survey	Conceptual design complete	2040
SPA Streets (S11)	Avila St. east of cul-de-sac	San Pablo Ave. SB lanes from El Dorado St. to Avila St.	Previous Planning Effort	Conceptual design complete	2040
SPA Streets (S12)	Potrero Ave./Eastshore Blvd. ("Blue to Green")	Eastshore Blvd. (entire) NB lanes, Potrero Ave. WB lanes from San Pablo Ave. to Eastshore Blvd, and adjacent portions of San Pablo Av.	Previous Planning Effort	Conceptual design complete	2040
SPA Streets (S13)	San Pablo Ave./Carlson Blvd. NE corner	San Pablo Ave. NB lanes from Carlson Blvd. to Fairmount Ave.	GI Plan Survey	Conceptual design complete	2040
Major Development (M1)	El Cerrito Plaza BART Development, between Fairmount Ave. Central Ave., and Liberty St. and Oak St.	West parking lot, plus possible portions of Central Ave. at NW ¹⁰ corner of site and portions of Fairmount Ave. at SE corner	GI Plan Survey	Project identified.	2040
Major Development (M2)	El Cerrito Plaza Shopping Center	All areas within the site bounded by the Ohlone Greenway, Cerrito Creek, San Pablo Avenue, and Fairmount Avenue. All streets within the site: extending from Carlson Blvd., Liberty St., Kains Ave.	GI Plan Survey	Project identified.	2040
Other Streets (O1)	Medians on Ashbury Ave.	Ashbury Avenue between Fairmount Ave. and Brighton Ave.	Previous Planning Effort	Project identified.	2040
Other Streets (O2)	Key Blvd Improvements	TBD	Previous Planning Effort	Project identified.	2040

¹⁰ NW - Northwest

Group (letter/number in parenthesis refers to number on map)	Facility Name or Location	Drainage Area Description	ID ⁴	Status	Target Date
Other Streets (O3)	Curb extension on NE side of intersection at Key Blvd., Conlon Ave., and Humboldt St. (currently painted)	Macdonald Ave. (crown south to curb) from Humboldt St. to Mono Ave., Humboldt St. (crown east to curb) from Macdonald Ave. to Key Blvd., Conlon Ave.(crown north to curb) from Mono Ave. To Key Blvd.	GI Plan Survey	Conceptual design complete.	2040
Other Streets (O4)	Richmond Street Bulb-outs	TBD	Previous Planning Effort	Project identified.	2040
Other Streets (O5)	7300 Rockway Av curb extension at Ashbury	Curb-to-curb Rockway Avenue from Colusa to Ashbury	Stakeholder	Conceptual design complete.	2040
Creeks (C1)	Baxter Creek	Baxter Creek Bank Stabilization	Previous Planning Effort	Project identified.	2040
Creeks (C2)	Cerrito Creek Naturalization and Trails	TBD	Stakeholder	Project identified.	2040
Creeks (C3)	Fluvius Innominatus - Ohlone Greenway - Portola to Schmidt	TBD	Previous Planning Effort	Project identified.	2040
Creeks (C4)	Cerrito Creek Gateway and park at San Pablo Ave.	San Pablo Ave. from Carlson Blvd. to Cerrito Creek (potentially both sides)	GI Plan Survey	Conceptual design complete.	2040
Parks (P1)	Baxter Creek Gateway Park Improvements	TBD	Previous Planning Effort	Project identified.	2040
Parks (P2)	Canyon Trail Clubhouse at Canyon Trail Park, Gatto Ave.	Parcel	Previous Planning Effort	Project identified.	2040
Parks (P3)	Creekside Park	TBD	Previous Planning Effort	Project identified.	2040
Parks (P4)	Hillside Natural Area (HNA) Improvements	TBD	Previous Planning Effort	Project identified.	2040
Parks (P5)	Huber Park Improvements	TBD	Previous Planning Effort	Project identified.	2040
Parks (P6.1)	Ohlone Greenway - Blake to Knott	TBD	Previous Planning Effort	Project identified.	2040
Parks (P6.2)	Ohlone Greenway - Central to Stockton	TBD	Previous Planning Effort	Project identified.	2040

Group (letter/number in parenthesis refers to number on map)	Facility Name or Location	Drainage Area Description	ID ⁴	Status	Target Date
Parks (P6.3)	Ohlone Greenway - City Limit to Central	TBD	Previous Planning Effort	Project identified.	2040
Parks (P6.4)	Ohlone Greenway - Gladys to Blake	TBD	Previous Planning Effort	Project identified.	2040
Parks (P6.5)	Ohlone Greenway - Knott to Conlon	TBD	Previous Planning Effort	Project identified.	2040
Parks (P6.6)	Ohlone Greenway - Manila to Blake	TBD	Previous Planning Effort	Project identified.	2040
Parks (P6.7)	Ohlone Greenway - Portola to Manila	TBD	Previous Planning Effort	Project identified.	2040
Parks (P6.8)	Ohlone Greenway - Stockton to Portola	TBD	Previous Planning Effort	Project identified.	2040
Parks (P6.9)	Ohlone Greenway Improvements - Hill to Blake	TBD	Previous Planning Effort	Project identified.	2040
Parks (P7)	945 King Drive	Portions of King Drive to be drained through curb cut to landscape in connection with development of Dorothy Rosenberg Park	Previous Planning Effort	Project identified.	2040
Parks (P8)	Poinsett Park Improvements	TBD	Previous Planning Effort	Project identified.	2040
Public Bldgs. (B1)	Corporation Yard Improvements	TBD	Previous Planning Effort	Project identified.	2040
Public Bldgs. (B2)	Library	TBD	Previous Planning Effort	Project identified.	2040
Public Bldgs. (B3)	Public Safety Building	TBD	Previous Planning Effort	Project identified.	2040

3.2.2 Project Maps

Figure 4 and Figure 5, below, show the distribution of planned Green Infrastructure projects within the City of El Cerrito.

Figure 4: El Cerrito Planned Green Infrastructure Projects by Target Date

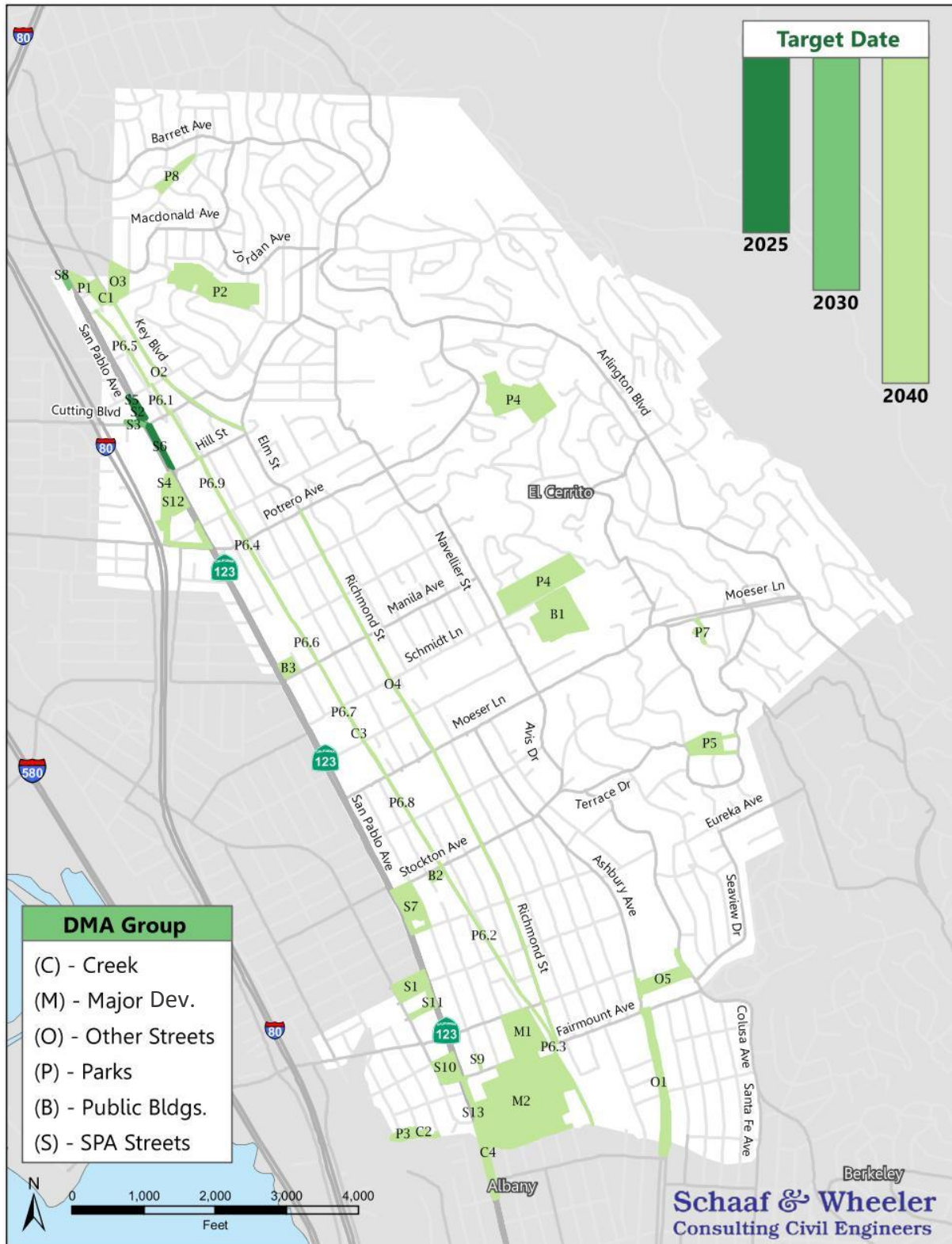
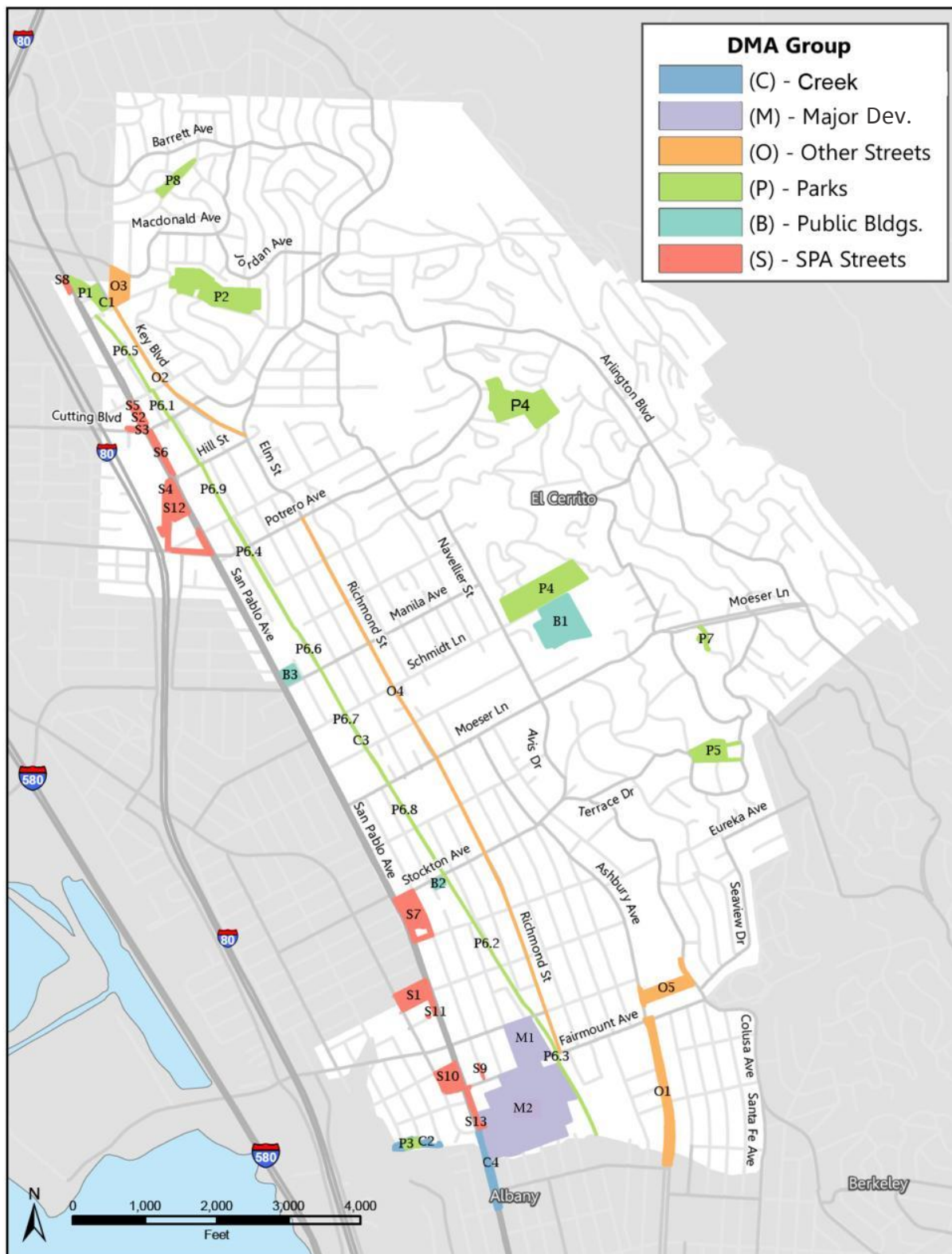


Figure 5: El Cerrito Planned Green Infrastructure Projects by Type



3.2.3 Project Prioritization

Projects will be implemented in coordination with the following opportunities:

- Development projects. As described in Section 3.1.3, some of the projects listed were identified via the City’s Development Map. As these development projects move toward construction, City staff will seek to coordinate public and private resources to incorporate Green Infrastructure facilities into the street frontages, sidewalk, and/or on other private or public property to capture and treat stormwater runoff. As discussed in Section 1.6.2, Policy on Green Infrastructure for Development Projects, at the City’s discretion, an applicant may take credit for building a project that will treat runoff from impervious area that is not part of the project site.
- Complete Streets Plan. The Complete Streets Plan will be implemented over time, using funds available through the Metropolitan Transportation Commission’s federal transportation programs, state urban greening grants, SB 1 grants, and local funds generated from Transportation Impact Fees, among other sources.
- Major Developments. Green Infrastructure will be implemented as possible through the process of planning and reviewing proposals for these major developments and leveraging of federal, state and regional grants.
- Other opportunities. The City will seek funding to implement the remaining listed Green Infrastructure projects in the coming decades. It is anticipated that grant applications and funding sources will identify multiple community benefits specific to each project.



Photo: Rain garden adjacent to a development project on San Pablo Avenue in El Cerrito

4 Early Implementation Projects

4.1 Review of Capital Improvement Projects

MRP Provision C.3.j.ii. requires that the City of El Cerrito must prepare and maintain a list of public and private Green Infrastructure projects planned for implementation during the 2015-2020 permit term, and public projects that have potential for Green Infrastructure measures. The City of El Cerrito submitted an initial list with the FY 15-16 Annual Report to the RWQCB and updated the list in the FY 16-17, FY 17-18, and FY18-19 Annual Reports.

The creation and maintenance of this list is supported by guidance developed by BASMAA: "Guidance for Identifying Green Infrastructure Potential in Municipal Capital Improvement Projects" (May 6, 2016). The BASMAA Guidance is attached to this document as Appendix 7.

4.2 Projects Identified and Workplan for Completion

CIP Projects with Green Infrastructure potential that were identified during 2015-2019 are listed in Figure 8, along with their status and workplan for completion. The City of El Cerrito will be updating its Model CIP Form to include Green Infrastructure evaluation, to ensure all CIP projects moving forward will be evaluated for Green Infrastructure.

4.3 Implementation Challenges

There are a number of notable challenges to implementing Green Infrastructure Projects alongside CIP Projects, or in coordination with Private Development, which may be seeking to meet the project's C.3 requirements at an off-site location. These include: infrastructure conflicts and engineering challenges, the costs of Green Infrastructure construction; the ongoing operations and maintenance costs, and in some cases maintenance agreements that are needed; the funding available and sources of funding; the timing of a project in relation to C.3 requirements; grant funding timelines; the rates of private (re)development; changing NPDES permit requirements; and changing community concerns/input.

These considerable challenges can be a barrier to completing public projects, including private C.3 projects at an off-site location.

"There are considerable challenges to implementing Green Infrastructure projects in the public realm, including engineering challenges from infrastructure conflicts and available funding for construction."

Table 8: Capital Improvement Projects

Project Name	Description	Project Status	Included in Green Infrastructure Plan (Y/N)
Ohlone Greenway Rain Gardens (Fairmount)	Rain garden and park located along a major active transportation trail and corridor. The rain gardens collect water drained from a number of nearby streets.	Complete (2015)	N/A
San Pablo Avenue Green Stormwater Spine Project	Bio-retention facility on east side of San Pablo Avenue south of Moeser Ln. in El Cerrito, as part of a regional project being implemented by the San Francisco Estuary Partnership Program. Designed to capture street run-off.	Pre-Construction (Planned for Nov 2019)	N/A
Centennial /Fairmont Park Improvements, Phase 1, Eureka Avenue and Liberty Street	Disperse runoff from Impervious surface onto adjacent vegetated area and use of new pervious surface under playing structures	Complete (2019)	N/A
Ohlone Greenway Improvements - Hill to Blake, – Phase 1	Disperse runoff from Impervious surface onto adjacent vegetated area.	Under Design (95%)	Yes
Del Norte TOD Complete Streets Improvements	Prelim concept design prepared as part of Contra Costa Watersheds Stormwater Resource Plan effort. Project as funded does not include green infrastructure improvements. Four potentially feasible locations for bioretention that could be included in the project were identified based on the proposed street modifications, specifically, bioretention facilities in new curb bulb-outs and traffic channelization islands. Practicality of implementation is pending further assessment of feasibility, incremental cost, and availability of funding. The facilities have also been included in the City's Green Infrastructure Plan.	Planning	Yes
Eureka Ave and Lexington Ave Improvements	Rehabilitate the roadway pavement; reconstruct sections of sidewalk, curb, and gutter and storm drain facilities; install new and modified curb ramps; install new traffic signing and pavement markings; and remove and replace several street trees as necessary to address deficiencies in the sidewalk. Additional landscaped areas to reduce impervious surface in sidewalk areas are being added.	Under Design 95%	Yes
Central Ave and Carlson Blvd Pavement Rehabilitation	Rehabilitate the roadway pavement; install traffic signing, pavement markings and signs to enhance crosswalks and bike lanes, including a new Class II bike lane on one block of Central (Carlson to San Pablo); replace vehicle signal loop detection; and make minor utility adjustments to grade. Additional landscaped areas to reduce impervious surface in sidewalk areas and potential for bioretention facilities will be considered as design progresses. Practicality of implementation is pending further assessment of feasibility, incremental cost, and availability of funding.	Under Design 65%	Yes

5 Tracking and Mapping Public and Private Projects Over Time

5.1 Tools and Process

The CCCWP has developed a county-wide GIS platform for maintaining, analyzing, displaying, and reporting relevant municipal stormwater program data and information related to MRP Provisions C.10 (trash load reduction activities) and C.11/C.12 (mercury and PCBs source property identification and abatement screening activities). This tool is also used to track and report on GI project implementation.

The *C.3 Project Tracking and Load Reduction Accounting Tool* within the CCCWP AGOL system is used to track and report on GI project implementation. It is currently used to track and map existing private and public projects incorporating GI; in the future it may also be used to map planned projects and will allow for ongoing review of opportunities for incorporating GI into existing and planned CIPs. The AGOL system can be used to develop maps that can be displayed on public-facing websites or distributed to the public. These maps can also be developed to contain information regarding the GI project data that has been inputted into the AGOL system.

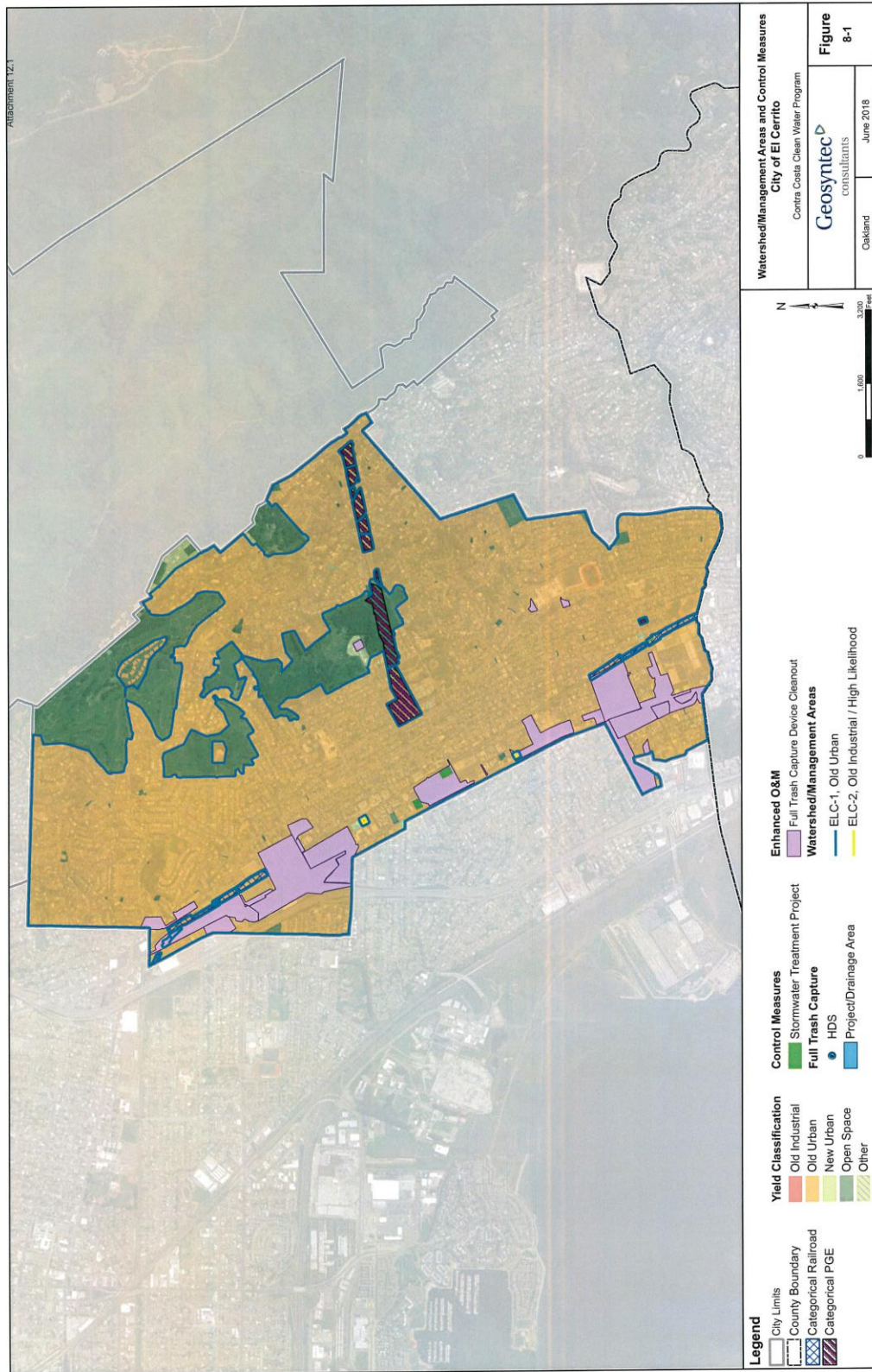
The *C.3 Project Tracking and Load Reduction Accounting Tool* is intended to be used to allow for estimates of potential project load reduction for PCBs and mercury and presently supports the BASMAA Interim Accounting Methodology for certain load reduction activities. In the future, the tool is planned to be updated with the RAA methodology developed for the County. That functionality is planned to be active by the end of the current permit term.

The City of El Cerrito actively engages with the AGOL tool and maintains up-to-date project data. The City currently conducts updates of the AGOL tool at least annually.



Photo: Rain garden on San Pablo Avenue in El Cerrito

Figure 6: Output Map from C.3 Project Tracking and Load Reduction Accounting Tool



5.2 Results

Output from the C.3 *Project Tracking and Load Reduction Accounting Tool* is shown in Table 9 below.

Table 9: Example Output from the C.3 Project Tracking and Load Reduction Accounting Tool – City of El Cerrito Area Treated by Area-Based Control Measure Category (FY2013-14 – FY2017-18)

Control Measure Category	Total Area Treated (Acres)	% Old Industrial	% Old Urban	% New Urban	% Open Space	% Other
Green Infrastructure and Treatment	2.0	0.0	70.0	0.0	30.0	0.0
Trash Full Capture Devices ¹	0	0.0	0.0	0.0	0.0	0.0
Enhanced O&M Measures ²	218.8	0.2	95.7	2.8	1.2	0.0

Notes:

1. Includes only Hydrodynamic Separator (HDS) units.
2. Includes enhanced street sweeping, enhanced storm drain inlet cleaning, and full trash capture device clean out.

5.3 Guidelines for Specifications and Typical Design Details

When determining design elements to be included in streetscape improvements and complete streets projects, project managers and designers should consult the National Association of City Transportation Officials (NACTO) Urban Street Stormwater Guide, the San Mateo County Sustainable Green Streets and Parking Lots Design Guidebook, and other resources available on the CCCWP website. LID features and facilities will be designed and constructed in accordance with the applicable specifications and criteria in the Contra Costa Clean Water Program's Stormwater C.3 Guidebook. Additional details and specifications, as may be needed for design of street retrofit projects, may be adapted from the San Francisco Public Utilities Commission *Stormwater Requirements and Design Guidelines Appendix B* (Green Infrastructure Details), the Central Coast Low Impact Development Institute *Bioretention Standard Details and Specifications*, or other resources compiled by the CCCWP and available through their website.

The City of El Cerrito will also participate in a countywide interagency process, convened by the CCCWP, to facilitate excellence and consistency in the design and construction of Green Infrastructure features and facilities. The City of El Cerrito will:

- Share with other Contra Costa municipalities, through the CCCWP, conceptual, preliminary, and final plans and specifications developed for Green Infrastructure projects.
- Identify significant Green Infrastructure projects and issues encountered during design and construction of those projects and bring those projects and issues forth in online forums and in-person interagency workshops and meetings.
- Participate in evaluation and recommendation of design details and specifications for Green Infrastructure, where doing so furthers the purposes of countywide consistency and cost-efficiency, and quality of the built facilities.
- Participate, as a reviewer, in the drafting and updating of a Green Infrastructure Design Guide, the purpose of which will be to assist capital improvement projects staff in Contra Costa municipalities throughout the steps of project identification, evaluation, design, and construction.



Photo: Rain garden at the
El Cerrito Recycling +
Environmental Resource Center

5.4 Sizing Requirements

The City of El Cerrito uses the sizing guidelines generated by the Bay Area Stormwater Management Agencies Association (BASMAA) report, [Guidance for Sizing Green Infrastructure Facilities in Street Projects](#).

The City of El Cerrito will continue to participate in a countywide interagency process, convened by the CCCWP, to facilitate consistency in the sizing of Green Infrastructure features and facilities countywide.



Photo: Rain gardens adjacent to a development project constructed in El Cerrito in 2018

6 Funding Options

6.1 Funding Strategies Developed Regionally

Funding for Green Infrastructure projects can be a major obstacle for public agencies. To identify and address these obstacles, the Bay Area Stormwater Management Agencies Association (BASMAA) held regional roundtable meetings with representatives from various government agencies and stakeholders. The solutions developed in those meetings are outlined in the Bay Area Stormwater Management's "Roadmap for Funding of Sustainable Streets," included as Appendix 8. The Regional Roundtable on Sustainable Streets convened meetings with local, regional, state, and federal agencies, private sector and non-profit partners in 2017 to identify solutions for obstacles to funding projects that include both GI and transportation improvements. The final report of the Roundtable process is the Roadmap of Funding Solutions for Sustainable Streets (BASMAA 2018). The Roadmap identifies specific statewide and regional actions that will improve agencies' capacity to fund Sustainable Street projects that support MRP compliance and reduce pollutant loading to San Francisco Bay, while also helping to achieve the region's greenhouse gas reduction targets.

The Roadmap identifies specific actions to fund Sustainable Street projects, which are projects that include Complete Streets improvements as well as Green Infrastructure. Sustainable Streets address water quality affected by cars and trucks, stormwater runoff from adjacent properties that is routed into the roadways, and the addition of stormwater drains in streets. Moreover, Sustainable Streets sequester carbon and encourage alternative modes of transportation which helps the Bay Area and cities such as El Cerrito meet their GHG reductions goals. There are three pathways in which the Roadmap outlines specific actions to fund Sustainable Streets. These include: establishing Sustainable Streets as a priority in funding sources, improving conditions for Sustainable Street projects when using multiple grants, and sourcing additional funding options. Each pathway identifies specific actions, which are categorized by timeframe.

The Roadmap will be implemented by Participating Agencies, Organizations, and Champions, and monitored by a Roadmap Committee. El Cerrito, for example, can implement actions by identifying qualifying Green Infrastructure elements in funded transportation projects through programs such as One Bay Area Grant. The City can also identify grant programs in its policy documents which allow integration of Green Infrastructure into other plans. The Roadmap



Photo: Entrance to El Cerrito City Hall

goes on to identify possible alternative funding options for El Cerrito through sources such as Senate Bill 1 and the Road Repair and Accountability Act of 2017. Furthermore, El Cerrito can partner with various Champions to advocate for funding sustainable streets including Bay Area Stormwater Management Agencies Association (BASMAA), San Francisco Bay Regional Water Quality Control Board, San Francisco Estuary partnership, and Save the Bay. The Roadmap is an important tool regionally, for cities like El Cerrito to be able to identify funding opportunities available for Green Infrastructure projects.

6.1.1 Evaluation of Funding Options for Projects that Include Both Green Infrastructure and Transportation Improvements

An evaluation of funding options is included in Appendix 8, Potential Sources of Funding for Sustainable Streets, of the Roadmap of Funding Solutions for Sustainable Streets. This appendix of the Roadmap presents the results of the evaluation of grant and loan monies that may be used to fund projects that include both GI and transportation improvements. The results of this evaluation are presented in two tables, which are described below.

- Table B-1, Transportation Funding Sources that May Potentially Fund Sustainable Streets, identifies nine transportation grants, and provides an evaluation of the conditions under which green stormwater infrastructure is eligible for funding.
- Table B-2, Resource-Based Grant and Loan Programs that May Potentially Fund Sustainable Streets, identifies nine resource-based grant and loan programs and provides an evaluation of the conditions under which transportation is eligible for funding.

These tables will be used by the City of El Cerrito when developing a funding plan for prioritized projects.

6.2 Local Funding Resources

Implementation of Green Infrastructure will be coordinated with active transportation, urban greening, and other projects. Implementation of the resulting multi-benefit projects may draw on the following special funds for multi-benefit projects.

6.2.1 Park In-Lieu Fund

This Fund accounts for money received through negotiations with developers to be used for park improvements; historically this fund has been small, but with passage of the San Pablo Avenue Specific Plan, it is anticipated that fund

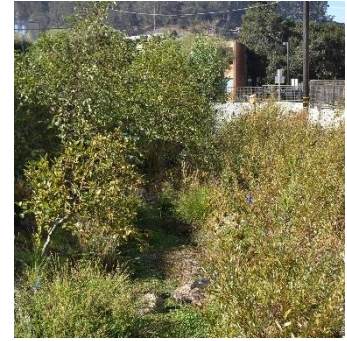


Photo: Restored creek adjacent to development project at El Cerrito Plaza

revenues will grow, as the SPASP requires public open space from projects over 25,000 square feet and allows some projects to pay in lieu fees instead of provide the required amount of public open space.

6.2.2 Art in Public Places Fund

This Fund was established to account for the public art in-lieu contributions and any and all other revenues appropriated or received for public art and/or public arts and cultural programs, including donations from the public. Green Infrastructure projects could incorporate beautification and construct new projects with money from this fund, pursuant to the Arts in Public Places Program.



Photo: Fountain and landscaping in front of El Cerrito City Hall

6.2.3 Transportation Impact Fee

The City intends to leverage the City's new Transportation Impact Fee (2019) to apply for larger grants that could help fund stormwater related components of future projects.

6.2.4 Green Infrastructure In-Lieu Fee

The City will consider the development of an in-lieu fee for Green Infrastructure. In cases where developers find that it is infeasible or expensive to develop Green Infrastructure on-site, and where it may be difficult to coordinate the construction of a public GI project that would fulfill the developers C.3 requirements (as outlined in section 1.6.2), the City could provide developers with an option to pay an in-lieu fee that would fund a Green Infrastructure project that would deliver greater benefits than what could be achieved on-site.

6.2.5 Budgeting

Each year, the El Cerrito City Council makes determinations and decisions in regard to how the City will use its limited funding streams to provide excellent municipal services and comply with all applicable regulations. Currently, the City of El Cerrito has a Stormwater Utility Assessment that provides approximately \$400,000 per year for all programs and activities related to the City's stormwater infrastructure and implementation of the NPDES permit. However, these funds are not sufficient to cover all of the costs related to the implementation of the NPDES permit and therefore the City's clean water program is supplemented by the City's General Fund.

It is anticipated that the General Fund will not be able to cover the substantial costs associated with the development and on-going maintenance of Green Infrastructure projects. As a result, the City will need to identify additional funding streams via grants, development fees, and other opportunities, to build and maintain the publicly funded projects identified in this Plan. The City will primarily rely on funding from outside sources for any implementation of Green Infrastructure beyond the requirements outlined in Provision C.3.b of the MRP.

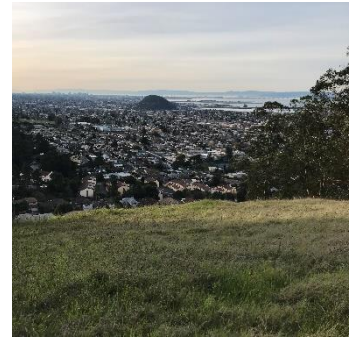


Photo: View of El Cerrito from the City's Hillside Natural Area

7 Adaptive Management

7.1 Process for Adaptive Management

The City of El Cerrito will employ adaptive management techniques to assess and reevaluate City policies, procedures and decision processes to allow for continual improvement in the implementation of the GI Plan. This learn-implement-evaluate-adjust approach is appropriate for contexts where there is considerable uncertainty. The identified uncertainties of a GI Plan include:

- Funding sources and amounts
- Costs of GI implementation (labor, material and maintenance)
- Rates of private (re)development
- Changing NPDES permit requirements
- Changing community concerns/input
- Infrastructure existing conditions
- New technologies

As projects are identified and built, the City will evaluate projects for performance issues or successes, identify internal and external barriers to implementation, document best practices and lessons learned, and adjust for future implementation. This approach will lead to continual improvement and revisiting of the GI Plan, along with an evolving list of potential projects.

7.2 Pursuing Future Funding Sources

As described in Section 6 of this plan, the City will primarily rely on funding from outside sources and new funding streams for implementation of Green Infrastructure projects identified in this Plan. As a result, implementation of the project list will be highly contingent on the funding available to the City and the cost of constructing Green Infrastructure projects.

7.3 Future Considerations

The City could further evaluate and prioritize Green Infrastructure projects based on other considerations including potential impervious area capture, location, potential to address multiple needs and integrate with other infrastructure improvements, interest levels from stakeholders and community groups, and availability of funding.

The City could further evaluate private property incentive programs to encourage Green Infrastructure implementation outside of publicly owned parcels, particularly for parking lots, but also for other privately-owned properties (e.g., residential downspout disconnections, rain barrels, and rain gardens).

Periodically, City Staff should review, and if necessary, update the City's Green Infrastructure Plan in response to changes in the City's NPDES Permit or other changes.



Photo: Green infrastructure facility at El Cerrito Plaza shopping center

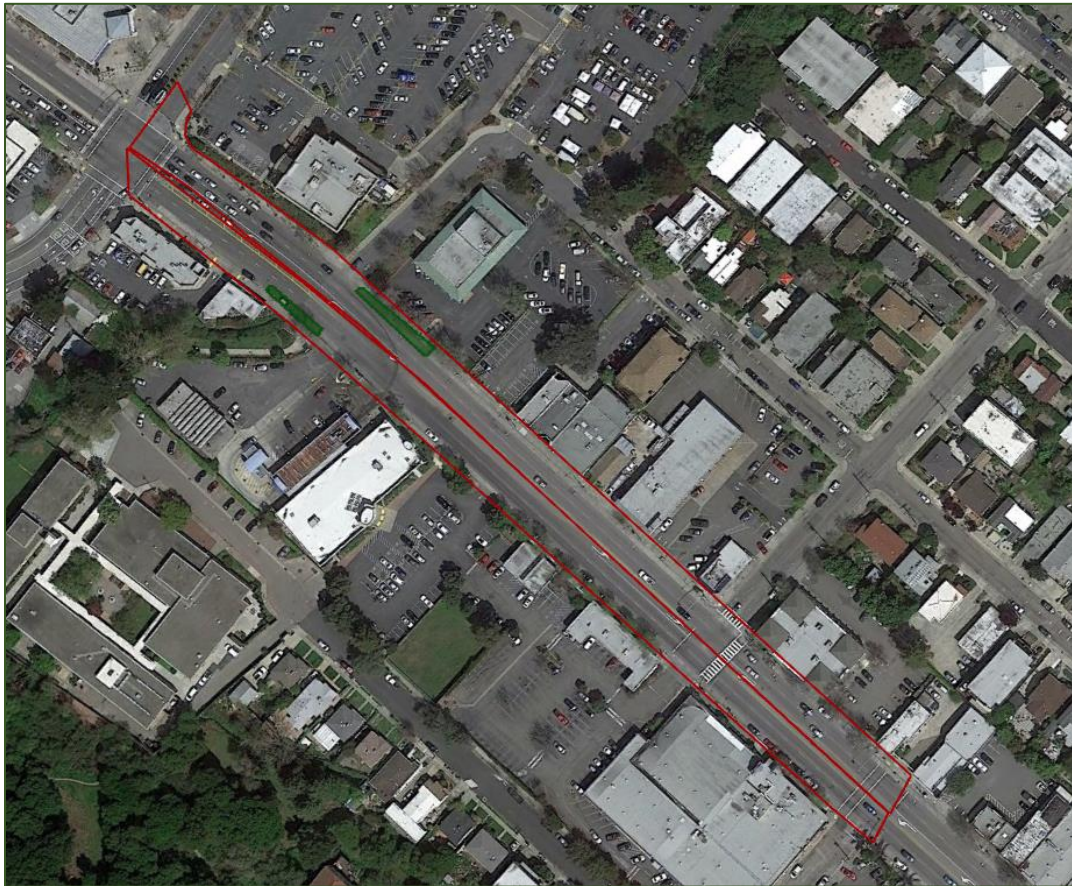
APPENDIX 1

City of El Cerrito Green Infrastructure Plan

Concept Designs

Project Opportunity – Creeks #4 (C4)
Cerrito Creek Gateway

C4



Conditions: Street Drainage

Cerrito Creek forms the border between the cities of El Cerrito (Contra Costa County) and Albany (Alameda County). The creek is culverted under San Pablo Avenue. The culvert extends under a private parcel to Kains Avenue one block east. This culverted section divides the more natural reaches extending westward toward San Francisco Bay from restored reaches between Kains Avenue and the Ohlone Greenway.

Storm drain inlets are in the frontage of 301 San Pablo Avenue, Albany (Wells Fargo, on the east side of San Pablo Avenue) and at the entrance to 400 Adams Street, Albany (entrance to the State of California Orientation Center for the Blind, next to the Albany Music School at 9825 San Pablo Avenue, El Cerrito, on the west side of San Pablo Avenue). These inlets each capture runoff (from their respective sides of San Pablo Avenue) for about 2,500 feet between Carlson Boulevard, El Cerrito, and Washington Avenue, Albany.

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Each drainage area is about 50,000 square feet. The inlets appear to drain directly into the culverted creek.

Conditions: Transportation and Street Frontage

The “Greener Gateways” strategy in the City’s 2015 Urban Greening Plan identifies this location as a “Major Gateway” (pp. 59, 69) and a “Blue-Green Connection (p. 89). A pedestrian crossing at this location is identified as an opportunity to connect creekside trails to the east and west, and the opportunity to repurpose parts of the street right-of-way for stormwater treatment and to create an “identifiable gateway experience at the southern entry to the City along San Pablo Avenue” (Focus Area 8, p. 107).

Each of the catch basins fronts a parking lane.

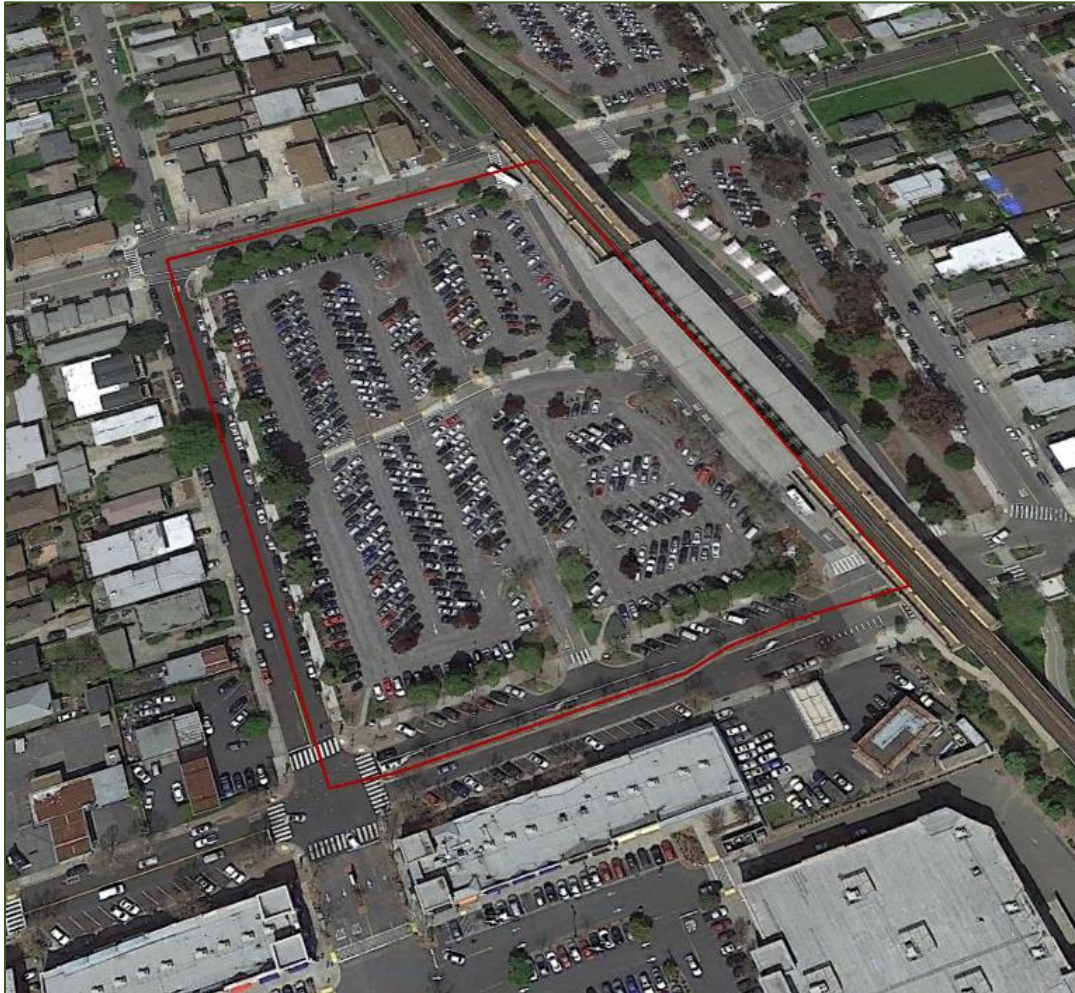
Opportunity:

Bioretention facilities could be integrated into bulb-outs associated with a pedestrian crossing at this location. Alternatively, more robustly sized multi-use bioretention facilities could be integrated into parks forming a gateway at this location, which would be coordinated with redevelopment of adjacent parcels (any projects or programs on these private parcels are dependent on the property owner’s interest and consent and a final decision by the City Council to proceed with a specific project).

Status (March 2019): This opportunity will be evaluated in connection with future implementation of the related objectives in the Urban Greening Plan.

M1

Project Opportunity – Major Development #1 (M1)
El Cerrito Plaza BART Station



Context:

BART intends to request proposals for a housing development at El Cerrito BART. The entire BART site, including the station and three parking lots, is about 10 acres. A study, in cooperation with the City, was initiated in 2016.

Opportunity:

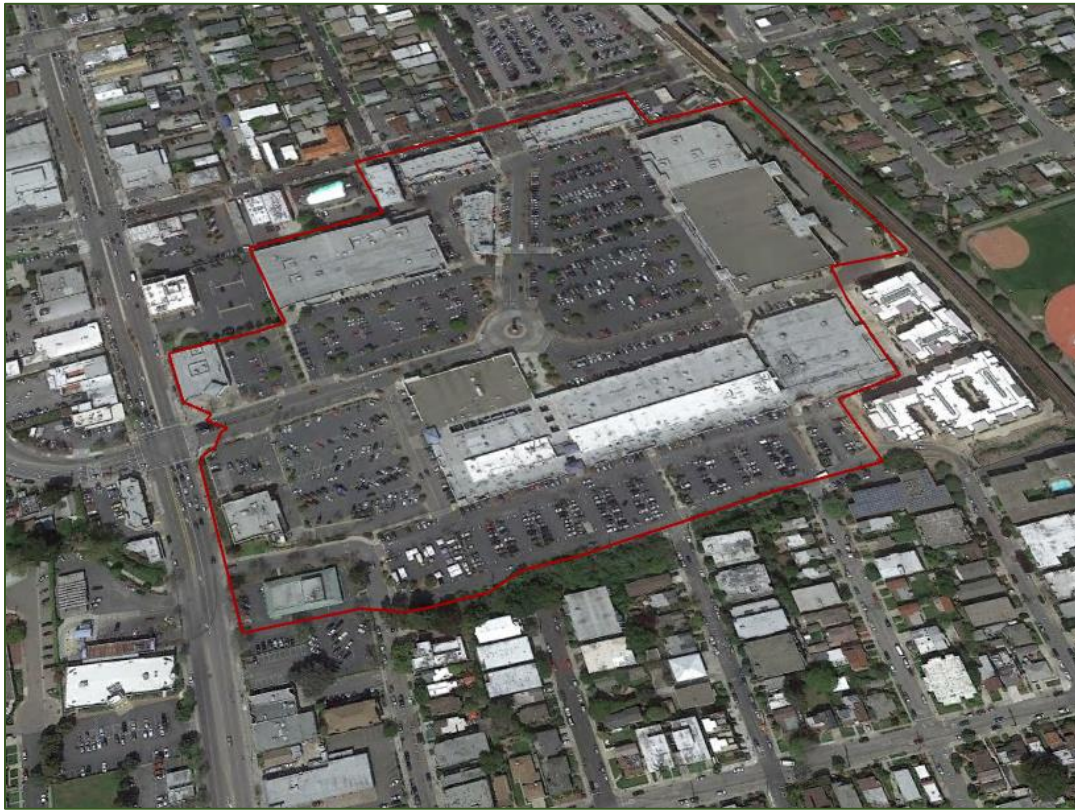
In addition to fulfilling requirements to implement LID in connection with construction of new buildings and pavement, there may be opportunities to capture and treat runoff from the heavily trafficked station, including approaches and driveways, and portions of adjacent streets. Implementation of LID could provide full trash capture for this high-generation location.

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Status (March 2019): The City will aim to incorporate requirements to assess potential implementation of Green Infrastructure, as well as requiring a detailed plan for implementing LID as part of the development, in BART's forthcoming request for proposals.

Project Opportunity – Major Development #2 (M2)
El Cerrito Plaza Shopping Center

M2



Context:

The El Cerrito Plaza site includes the site of El Rancho San Pablo, built in 1836 and destroyed in 1956. Contra Costa's first shopping mall was constructed on the site in 1958. The El Cerrito Plaza BART station, directly across Fairmount Avenue, opened in 1973.

The 27-acre El Cerrito Plaza shopping center was rebuilt in 2000 with big-box retail. A portion of the buildings have a mezzanine level; the others are single-story. Much of the site is devoted to surface parking.

Although the center is fully tenanted, and parcels within the shopping center have mixed ownership, the center's proximity to BART and the potential value of housing and mixed-use development at this site suggest that it is likely to be redeveloped in coming years.

Conditions: Drainage

The north branch of Cerrito Creek runs in a culvert that extends underground from the Ohlone Greenway on the east side of the site (behind the Ross

CITY OF EL CERRITO
GREEN INFRASTRUCTURE OPPORTUNITIES

store) and connects to the storm drain in Fairmount Avenue to the north of the site. About 2/3 of the site surface drains this way.

The main stem of Cerrito Creek bounds the shopping center on its south side and coincides with the city's boundary and county boundary. The reach of the creek alongside the shopping center has been restored and features a pedestrian pathway. A section of the creek just upstream, between the shopping center and the Ohlone Greenway, was restored in 2018 in connection with construction of the new Metro 510 apartments. About one-third of the site drains toward the main branch.

Opportunity:

Implementation of LID at El Cerrito Plaza would provide full trash capture and stormwater treatment for a substantial portion of El Cerrito's busiest commercial acreage.

Because of the scale and value of a redevelopment project at this site, it may be possible to incorporate additional Green Infrastructure features, beyond the required implementation of LID drainage design for new roofs and pavement. Potential objectives might include widening the corridor of Cerrito Creek, daylighting portions of the north branch of Cerrito Creek, and incorporating LID features into multi-use green spaces, including at the downgradient side along San Pablo Avenue (see the "Cerrito Creek Gateway" project opportunity description).

Status (March 2019): Pending potential redevelopment of the site.

03

Project Opportunity – Other Streets #3 (O3)

Key-Conlon-Humboldt



Conditions: Street Drainage

Street frontage (crown to curb) of the block bounded by MacDonald Avenue, Mono Avenue, Conlon Avenue, Humboldt Street, and Key Boulevard drains to a single catch basin on the short frontage of Key Boulevard at 6351 Conlon Avenue. Single-family residential parcels on this block drain to the streets.

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Total area is about 111,000 square feet; effective imperviousness may be between 30% - 50%.

Conditions: Transportation and Street Frontage

The Key Boulevard/Conlon Avenue/Humboldt St. intersection also includes a pedestrian entrance to the Ohlone Greenway. The intersection is offset and the right-of-way is exceptionally wide; traffic channelization is accomplished by painted lines. The catch basin is adjacent to a “lined out,” mostly flat paved area currently accessed for curbside parking. There is a 4-hour parking restriction at this location, which is about 0.4 miles from the El Cerrito del Norte BART station.

Opportunity:

A bioretention facility fit in to the existing “lined out” area could manage drainage from the block frontage and the parcels within the block. Implementation might be considered in connection with greening opportunities identified for this location in the 2015 Urban Greening Plan (p. 108). There is a catch basin fronting the “lined-out” area on the opposite side of the intersection, which could present an opportunity for an accompanying Green Infrastructure project.

Status (March 2019): Potential inclusion of Green Infrastructure will be considered in connection with implementation of urban greening objectives as described in the Urban Greening Plan.

Project Opportunity - Other Streets #5 (O5)

Rockway Avenue



Conditions: Street Drainage

Rockway Avenue is one block long. Colusa Avenue is at the east (high) end, and Ashbury Avenue is at the west (low) end. There are no storm drains in the street. Drainage from a portion of Colusa Avenue (crown to the westerly curb) extending about 350 feet north continues down the easterly curb of Rockway Avenue to a concrete valley gutter at Ashbury Avenue. The valley gutter carries curb flow along Ashbury Avenue to the southerly side, where it enters a storm drain inlet near where Ashbury Avenue intersects Fairmount Avenue.

Conditions: Transportation and Street Frontage

About a decade ago, in response to residents' concerns that auto traffic was using eastbound Rockway Avenue to avoid congestion on Fairmount Avenue,

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the City closed the eastbound lane at Ashbury Avenue temporarily. This created an unused area of right-of-way at the frontage of 1300 Rockway Avenue (the driveway and garage for this property is accessed from Ashbury Avenue).

Opportunity:

Runoff from the southerly side of Rockway Avenue could be captured by a bioretention facility located in the currently unused right-of-way. By extending the facility to also intercept the valley gutter crossing Rockway, treatment could be provided for runoff from all of Rockway and the portion of Colusa Avenue noted above. Extending the facility along the parking lane of Ashbury Avenue as far as the driveway for 1300 Rockway (about 40 feet) would result in the loss of 1-2 parking spaces. The location is about ¼ mile from the entrance to El Cerrito High School and also about ¼ mile from El Cerrito Plaza BART.

Implementation of bioretention at this location might require construction of tiers to accommodate differences in elevation along Rockway Avenue, and might also require underground piping of the underdrain to the catch basin at Fairmount Avenue.

Status (March 2019): To be considered for future implementation when funding is available.

S1

Project Opportunity – Specific Plan Area Streets #1 (S1)
Carlson Boulevard at El Dorado Street



Conditions: Street Drainage

Many of the city blocks fronting southbound San Pablo Avenue drain west along the curbs of residential streets to catch basins located a block west. The block bounded by San Pablo Ave., San Jose St., Carlson Blvd., and El Dorado St. drains to catch basins near the southwest corner at Carlson Blvd. and El Dorado St. The block's area is about 120,000 square feet (including about 42,000 square feet of sidewalk and street area out to the crown on all sides). It includes parking lots, multi-family residential and some single-family residential. Overall imperviousness is estimated at 60%-80%.

Conditions: Transportation and Street Frontage

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This corner fronts 6009 El Dorado St., a 2-story multiple unit residential building. There are parking lanes on both Carlson Blvd. and on El Dorado St.

Opportunity:

A bulb-out/curb extension on this corner might accommodate a bioretention facility, which would connect to the storm drain system at the existing catch basin. The design would need to avoid or accommodate an existing fire hydrant on the Carlson Blvd. side. The extension would improve pedestrian safety and aesthetics but would result in the loss of 3-5 parking spaces. Because of space constraints, it may be possible to meet sizing criteria at this location only if the contribution from parcels within the block is not included in the tributary area.

Status (March 2019): This project will be considered as funding opportunities arise.

S2

Project Opportunity – Specific Plan Area Streets #2 (S2)

Frontage of 11645 San Pablo Avenue



Conditions: Street Drainage

There are two storm drain inlets in the property frontage. One inlet is on the “nose” at the San Pablo Avenue/Cutting Boulevard intersection. The drainage to this inlet consists of the southbound lanes of San Pablo Avenue from Knott Avenue to Cutting Boulevard, about 18,000 square feet. The other inlet is at the far westerly end of the Cutting Boulevard frontage. This inlet drains the westbound lanes of Cutting Boulevard from San Pablo Avenue to roughly the intersection with Peerless Avenue, about 11,000 square feet.

Both locations have good potential for implementing LID to drain the street, possibly in conjunction with treatment of runoff from the redeveloped site.

Conditions: Transportation and Street Frontage

The site’s existing driveways on San Pablo Avenue and on Cutting Boulevard are likely to be changed as part of the development.

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On Cutting Boulevard, the curbline may need to be relocated to update the street configuration.

Within the public ROW, the existing sidewalk on the Cutting Blvd. side is over 16 feet wide at San Pablo Avenue, then narrows to about 7 feet accommodate a bus pullout on Cutting Boulevard. Two westbound traffic lanes have a combined width of 30 feet.

There is need to consider the configurations of the crosswalks across Cutting Boulevard at San Pablo Avenue and at Peerless Avenue. The bus stop may be reconfigured or moved. There are presently no bike lanes on San Pablo Avenue or on Cutting Boulevard.

There is an existing highway sign within the sidewalk area at the westerly end of the Cutting Boulevard frontage.

**Opportunity: San Pablo Avenue/
Cutting Boulevard Intersection**

On the parcel side, the corner area is a good candidate for on-site bioretention as the configuration makes it difficult to build on. A bioretention facility at this location could be configured and planted to make an aesthetically pleasing frontage. The existing grade is flat and near the same elevation as the gutter on San Pablo Avenue. This facility could be configured to receive drainage from San Pablo Avenue and, depending on its size, also receive drainage from roofs or plazas within the site. (Any opportunities on a private parcel will be dependent on property owner's interest and consent.)

As part of an integrated design for the site and street frontage, there is potential to extend the bioretention facility into the public right-of-way, within the existing sidewalk area or in connection with a curb extension.

Overflow and underdrain for a bioretention facility at this location could connect to the storm drain system at the existing storm drain inlet.

Status (March 2019): The City is discussing street frontage improvements, and the potential for an on-site facility, with the developer of a 117-room hotel proposed for the site. Potential implementation would be coordinated with the City's Complete Streets Plan (Gateway Streets) and Urban Greening Plan (Focus Area 10, Green Gateway).

Opportunity: Cutting Boulevard at Peerless Avenue

This facility would be entirely within the public ROW. A facility sufficiently sized to treat the one block of Cutting Boulevard could likely be fit into the existing sidewalk area, leaving sufficient (6 foot) width for pedestrians. However, because of the grade on Cutting Boulevard, the facility might need

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to be designed to have tiers or steps, adding to the expense and difficulty of construction. A better option might be to construct a facility in connection with a curb extension at this location. A wider facility could potentially treat stormwater from Cutting Boulevard and from the newly redeveloped site. Another possibility might be to remove the storm drain inlet at Cutting Boulevard and San Pablo Avenue and direct drainage currently flowing to that SDI to continue downgradient on Cutting Boulevard to the facility on Cutting at Peerless Avenue.

Status (March 2019): Future potential opportunities to implement this project will be pursued in coordination with the City's Complete Streets Plan (Gateway Streets) and Urban Greening Plan (Focus Area 10, Green Gateway).

Project Opportunity – Specific Plan Area Streets #4 (S4)
1751 Eastshore Boulevard Frontage

S4



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Conditions: Street Drainage

The southbound lanes of Eastshore Boulevard from the San Pablo Avenue/Peerless Avenue intersection drain to a storm drain inlet 800 ft. south.

Eastshore Boulevard is the eastern boundary of the triangular-shaped former OSH property.

This same property is bounded on the west by I-80. A concrete swale, probably owned by Caltrans, runs the length of this boundary from Peerless Avenue to an inlet adjacent to the southernmost point of the triangular parcel.

Conditions: Transportation and Street Frontage

The 2015 *Urban Greening Plan* identifies this block as a wide street that creates urban greening opportunities.

The southerly “tip” of the triangular parcel, about 2,000 SF in area, is undeveloped and would be difficult to develop because of its configuration.

The City is currently considering a proposal for potential residential development of the parcel.

The ROW near the storm drain inlet is currently striped as a parking lane, which is little used.

Opportunity: Eastshore Boulevard Southbound

Redevelopment of this parcel, about 160,000 SF, will require design of surface drainage to a storm drain connection at the southerly point. Street frontage improvements will be required and may include features consistent with the City’s Urban Greening Plan. This may create an opportunity to integrate drainage of the street ROW with LID design for the site. Bioretention facilities receiving street drainage and site drainage could be located within the “point of the triangle” at the site’s southerly end or in the adjacent ROW. (Any opportunities on a private parcel will be dependent on property owner’s interest and consent.)

Status (March 2019): City staff will pursue this potential opportunity in connection with implementation of the Complete Streets Plan and Urban Greening Plan, and an expected future development application for the adjacent parcel.

S5

Project Opportunity- Specific Plan Area Streets #5 (S5)
Frontage of 11600 San Pablo Avenue



Conditions: Street Drainage

A storm drain inlet near the northeast corner of San Pablo Boulevard and Cutting Boulevard drains the northbound lanes of San Pablo Avenue up to the next upstream inlet 275 feet north. The drainage area is approximately 14,000 square feet. The curb flow line slopes at approximately 0.6%.

Conditions: Transportation and Street Frontage

Street frontage is to be reconstructed in connection with an approved 223-unit building to be built on the block bounded by San Pablo Avenue, Cutting Boulevard, Kearney Street, and Knott Avenue.

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The City's Complete Streets Plan calls for landscaped bulb-outs at all intersections along uptown San Pablo Avenue. Cutting Boulevard is identified as a "Gateway Street" in the Complete Streets Plan and as a "Green Gateway" in the City's Urban Greening Plan.

Opportunity: San Pablo Avenue and Cutting Boulevard

A bioretention facility incorporated into a landscaped bulb-out at the location of the existing storm drain inlet would treat runoff from the northbound lanes of San Pablo Avenue along most of the frontage between Cutting Boulevard and Knott Avenue.

This project was identified as "ELC-01" in the Contra Costa Storm Water Resources Plan (2019).

There are potential conflicts with utilities: There is an 18-in storm drain that appears to be a foot or two into the street from the curb line. This may or may not be an issue, depending on the top of the pipe depth below grade (it could still be constructed if that depth is a little as two feet, but would require careful excavation). There is a 12" water line shown some distance off the curb, which may or may not conflict with where a bioretention facility would be built.

Status (March 2019): City staff is discussing street frontage improvements with the developer of the site.

Opportunity: San Pablo Avenue near Knott Street (not shown)

In the context of planning for future GI and Complete Streets, the storm drain inlet in the San Pablo Ave frontage of the future Bridge Housing development appears to drain the entire area bounded by the Ohlone Greenway and the San Pablo Avenue median from the SDI north to the city limit. The possibility of additional bioretention in a curb extension running the length of the block to Knott Avenue, or nearly the length of that block, should be considered.

S6

Project Opportunity – Specific Plan Area Streets #6 (S6)
San Pablo Avenue Frontage at El Cerrito
del Norte BART



Conditions: Street Drainage

A storm drain inlet on San Pablo Avenue near the northeast corner with Hill Street drains the northbound lanes of San Pablo Avenue northward to the intersection with Cutting Boulevard (about 640 feet) and southward to the intersection with Hill Street (about 100 feet). The drainage area is about 39,000 square feet.

Conditions: Transportation and Street Frontage

The City's Complete Streets Plan calls for landscaped bulb-outs at all intersections along uptown San Pablo Avenue. Although no development application is currently pending, the BART parking lot at this site is expected

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to be repurposed for residential development in the coming years, consistent with City and BART policy.

**Opportunity: San Pablo Avenue northbound
Hill St. to Cutting Boulevard**

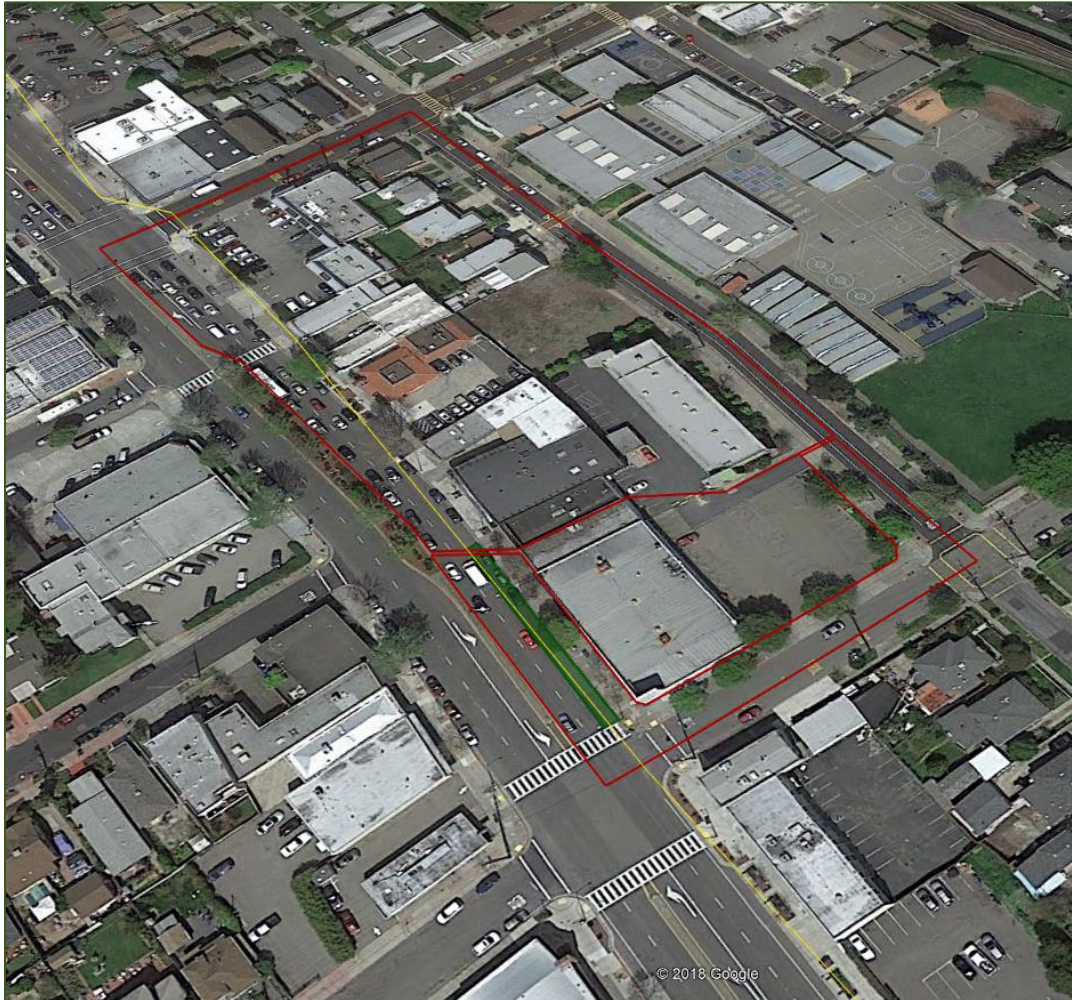
A bioretention facility incorporated into a landscaped bulb-out at the location of the existing storm drain inlet would treat runoff from the northbound lanes of San Pablo Avenue between Hill Street and Cutting Boulevard.

This project was identified as “ELC-03” in the Contra Costa Storm Water Resources Plan (2019).

Status (March 2019): Future potential opportunities to implement this project will be pursued in coordination with the City’s Complete Streets Plan and future development of the BART parking lot.

S7

Project Opportunity – Specific Plan Area Streets #7 (S7)
Eureka – San Pablo Avenue - Northeast



Conditions: Street Drainage

At the frontage of 10300 San Pablo Avenue, on the northeast corner of Eureka Avenue and San Pablo Avenue, a single catch basin in the curve radius drains the entire block bounded by San Pablo Avenue, Stockton Avenue, Kearney Street, and Eureka Avenue. Because of the lack of storm drains, the drainage area includes parcels within this block, as well as streets and sidewalks extending to the crown in each direction.

A swale crossing Stockton Avenue at San Pablo Avenue adds to this area drainage from northbound lanes of San Pablo Avenue to a high point most of the way to Waldo Avenue, plus the northerly side of Stockton Avenue to Kearney St., and a portion of the westerly side of Kearney extending a

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portion of the block northward. The parcels within this partial block are also included in this additional connected drainage area.

Conditions: Transportation and Street Frontage

A mixed-use development at 10300 San Pablo Avenue has been approved for construction. Like other parcels on the block, the parcel drains to the street gutter. LID facilities to be installed with the development will detain and treat site runoff for smaller storms.

Frontage improvements will be incorporated into the development. The City's Complete Streets Plan calls for bulb-outs at intersections on this midtown block. A bulb-out was constructed on the southeast corner (on the opposite side of Eureka Avenue) in 2010 as part of the City's San Pablo Avenue Streetscape Improvements.

A bus pad and stop is currently located in the San Pablo Avenue frontage. This bus stop would need to be relocated (likely to the north) to accommodate a bulb-out. This relocation might involve reconfiguring the stop without a pullout, as recommended in AC Transit's 2018 Multimodal Corridor Guidelines.

Opportunity:

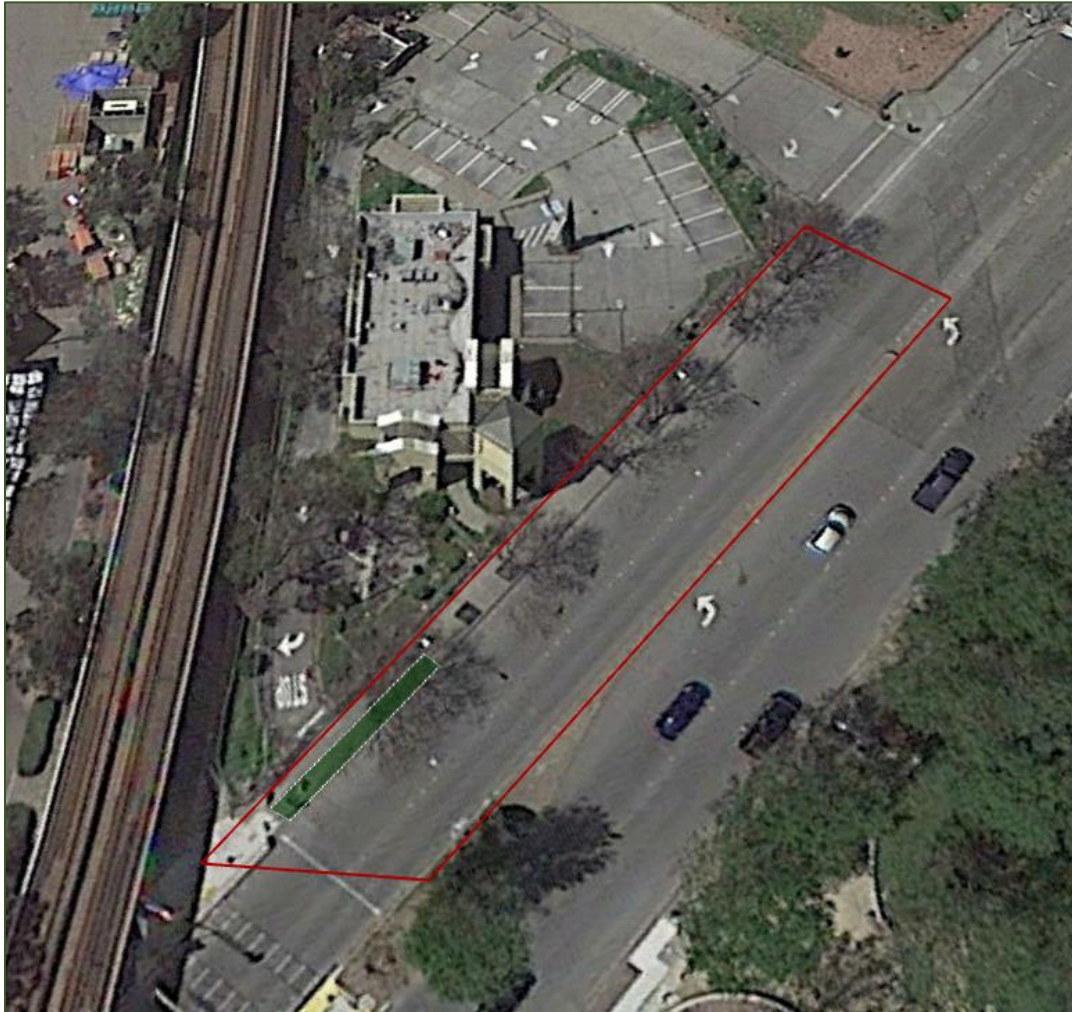
Improvements to the street frontage create an opportunity to plan for a potential bioretention facility at this location. The facility could treat runoff from a large area of the streets fronting the block and would also treat runoff from parcels within the block.

Because of the large area draining to this point, the bioretention facility would inevitably be undersized when drainage from parcels within the block is taken into account. However, this drainage can be further mitigated in future years as LID is implemented on individual parcels through the process of redevelopment.

Status (March 2019): The City will pursue this opportunity in connection with implementation of the Complete Streets Plan.

S8

Project Opportunity - Specific Plan Area Streets #8 (S8)
San Pablo Avenue at Richmond Greenway



Conditions: Street Drainage

The southbound lanes of San Pablo Avenue drain southward from a high point at the existing driveway to the former Taco Bell. There are no storm drains or storm drain inlets between this point and Wall Avenue. The drainage area is about 9,200 SF.

Conditions: Transportation and Street Frontage

Currently, southbound San Pablo Avenue consists of two travel lanes plus an unmarked parking lane. The Complete Streets Plan appears to plan for three travel lanes in this area.

The 2015 *Urban Greening Plan* identifies a mid-block bike/pedestrian crossing at this point to connect the Ohlone Greenway/Baxter Creek

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Gateway on the east side of San Pablo Avenue to the Richmond Greenway on the west side. This signalized crossing has been completed.

A recently approved development at 11965 San Pablo Avenue (Polaris Apartments) will include a setback to allow widening of the sidewalk from about 10 feet to 14 feet at this location. Within the development, a small area at the southerly tip of the triangular-shaped parcel is shown as public open space. Curb, gutter, and street trees along San Pablo Avenue are to be replaced.

The preliminary Stormwater Control Plan for this development proposes that 32% of the project's impervious area be served by non-LID treatment facilities; however, this may be disallowed if LID treatment is shown to be feasible.

Opportunity:

There may be potential to combine bioretention with tree replacement, and/or use the public open space at the southerly tip of the Polaris development. A Green Infrastructure project could offset treatment requirements for the development and/or LID treatment for a portion of the development could be provided by a LID facility within the public ROW.

A key requirement to be coordinated: The bioretention facility would need to be underdrained via a piped connection to the drainage system on the development site and from there to the development site's connection to the storm drain system west of the site (in the City of Richmond).

Status (March 2019): The City will pursue this potential opportunity in connection with implementation of the Complete Streets Plan and Urban Greening Plan and implementation of development requirements for 11965 San Pablo Avenue.

Project Opportunity - Specific Plan Area #9 (S9)
Kearney Street at Fairmount Avenue

S9



Conditions: Street Drainage

A storm drain inlet about 45 feet north of Fairmount Avenue, drains the east side of Kearney St. from crown to curb. The drainage area extends about 180 feet up the curbline to a storm drain inlet in mid-block. The catch basin frame and grate, and the nearby curb flowline, have become misaligned due to tree roots. Replacement of the catch-basin was identified as a condition-related project in the City's Storm Drain Master Plan.

Conditions: Transportation and Street Frontage

There is a bump-out into Fairmount Avenue at Kearney Street, constructed as part of the 2005-2006 Fairmount Avenue Streetscape Improvements. On

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the Kearney Street side, the special-pavement bump-out accommodates a bench and a mailbox adjacent to the catch basin. The curb at this location is striped to allow parking, which is scarce near this intersection.

Opportunity:

Replacement of the catch basin could be integrated with a project to extend and enhance the bump-out by adding additional pedestrian amenities and a bioretention landscaped area. The bioretention facility could be entirely within the parking lane, or could straddle the existing curbline and extend into the existing parkway strip. The condition of existing street trees, and potential impacts on those trees, should be evaluated with further development of the concept. There is a water line within the parking lane, about 3 feet off the curb.

Status (March 2019): Potential inclusion of a green infrastructure facility at this location will be further evaluated in connection with the project to replace the catch basin at this location.

Project Opportunity – Specific Plan Area #10 (S10)
Fairmount Avenue and Carlson Boulevard

S10



Conditions: Street Drainage

The frontage of the block formed by San Diego Street, San Pablo Avenue, Fairmount Avenue, and Carlson Boulevard drains south and east to a single catch basin at the northeast corner of the Fairmount/Carlson intersection. The building roofs and parking lot of the single business within this block—Pastime Hardware—drains to the curb. The drainage area is near 100% impervious with the exception of a few small medians and tree wells.

Conditions: Transportation and Street Frontage

Fairmount Avenue between San Pablo Avenue and Carlson Boulevard is closed each Wednesday afternoon and evening to create a temporary pedestrian plaza. The City's 2015 Urban Greening Plan identifies this location as a "unique opportunity to pilot place-making and green street interventions in El Cerrito;" the location is the subject of a Focus Area Plan within that document. The Focus Area Plan identifies two alternatives. The

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first alternative would reallocate space currently occupied by a wide central median and travel lanes to create a plaza on the south side of the street. An alternative design would involve permanently closing the street to traffic and creating a larger plaza.

Opportunity:

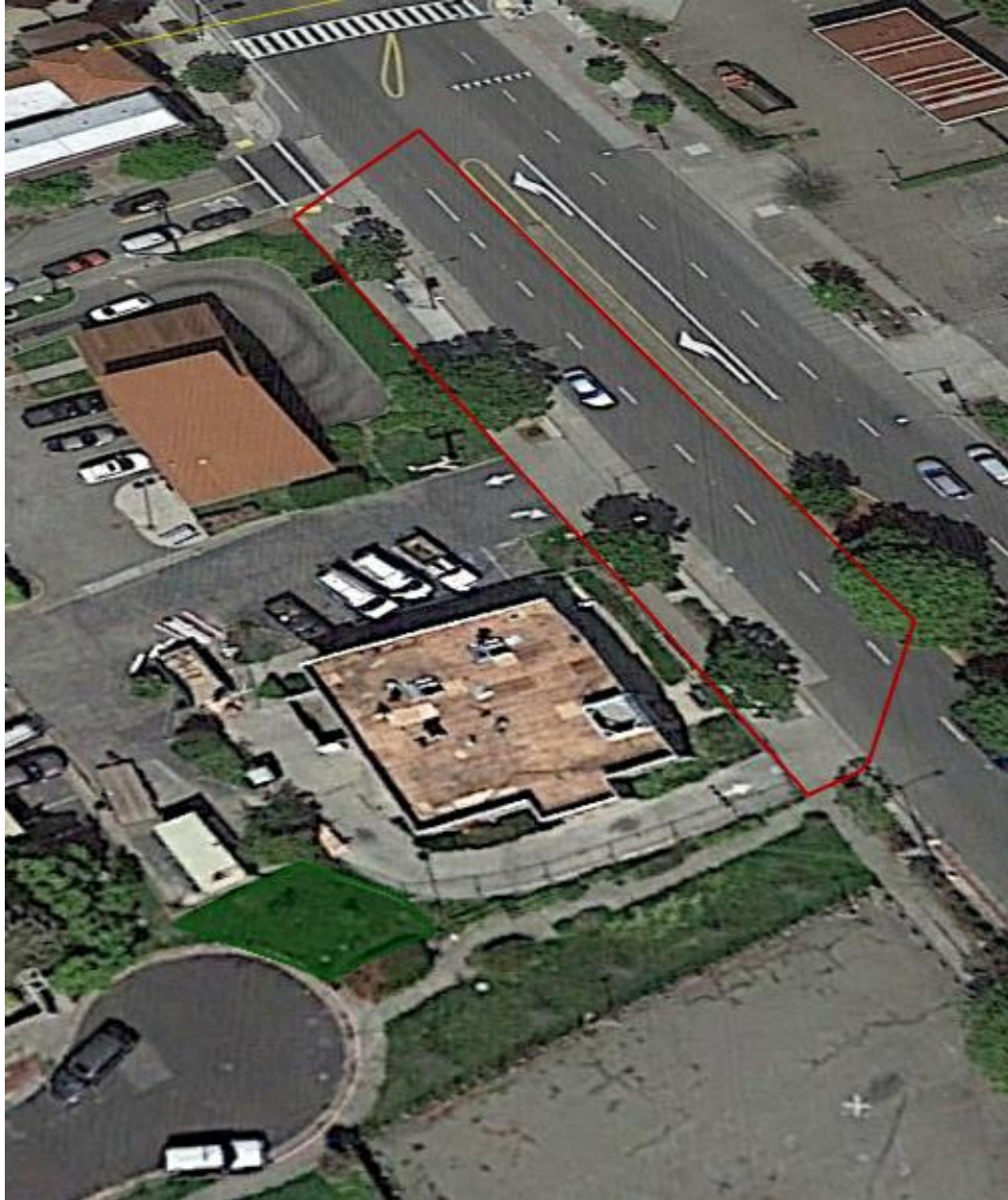
Because of the large and highly impervious tributary area comprising the upgradient block, and because the flattest gradients are along Carlson Boulevard, an optimally sized and optimally placed bioretention facility would extend along Carlson Boulevard at the lower end of the contemplated street closure. The resulting green space/pocket park could be worked into a revised design for the plaza.

Status (March 2019): As stated in the Urban Greening Plan (p. 121) final design would be determined through a complete public engagement, design, engineering process, and environmental analysis.

Project Opportunity – Specific Plan Area Streets #11 (S11)

San Pablo Avenue at Avila

S11



Conditions: Street Drainage

This block of San Pablo Avenue drains to the south and west; the frontages of San Pablo Avenue, El Dorado Street, Central Avenue, and Carlson Boulevard all drain to the inlet on the northeast corner of Carlson Boulevard and Central Avenue (at the “76” station).

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Some years ago, Avila Street was closed at San Pablo Avenue. A curb now prevents San Pablo Avenue drainage from traveling westbound down Avila. Drainage continues along the gutter from Avila Street to Central Avenue, then west on Central to Carlson.

Conditions: Transportation and Street Frontage

Avila Street ends at a cul-de-sac about 90 feet east of San Pablo Avenue, with access only from Carlson Boulevard. Some of the former street ROW was added to private parcels, but the street continues as a pathway. There is some landscaped area within the former ROW at the cul-de-sac.

The 2015 *Urban Greening Plan* identifies this closed portion of Avila Street as an opportunity to create a pocket park (Figures 43, 45) within the paved cul-de-sac with a landscaped pathway connection to San Pablo Avenue (Figure 87 on p. 110).

Plans for a proposed residential development at 10135 San Pablo Avenue show improvements to the public path, but no changes to the cul-de-sac or adjacent landscaped area.

Opportunity: Avila St. Pocket Park

The gradient between San Pablo Avenue and the cul-de-sac offers an opportunity to readily divert curb drainage from 200+ feet of San Pablo Avenue southbound lanes to the identified pocket park area. A suitably sized bioretention facility can be integrated into the pocket park when it is constructed.

As part of the current development at 10135 San Pablo Avenue, the driveway and public path area could be configured to include a drainage swale or channel connecting San Pablo Avenue drainage to existing Avila Street (this would restore the drainage pattern that existed before the street was closed). This would anticipate future diversion of runoff in this swale into a bioretention facility in the contemplated pocket park.

To underdrain a bioretention facility at this location, it would be necessary to extend a connecting pipe west on Avila until it could be daylighted at the gutter.

Status (March 2019): To be considered in connection with implementation of the Urban Greening Plan and improvements of the right-of-way associated with current development.

S12

Project Opportunity – Specific Plan Area Streets #12 (S12)
6009 Potrero Avenue Frontage



Conditions: Street Drainage

There are only two storm drain inlets draining the gutters fronting the large triangular block formed by Eastshore Boulevard, Potrero Avenue, and San Pablo Avenue.

One inlet is in front of Tropical Fish World at 11365 San Pablo Avenue. This inlet intercepts drainage from a high point at the nearby driveway of 11455 San Pablo Avenue southward to that inlet.

The other inlet, at the intersection of Potrero Avenue and Eastshore Boulevard, in front of the Hotel Mira Vista, drains the remaining area of the three streets (crown to curb). Most sites within the block drain to the street

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gutters. (The Chevron station at Potrero and San Pablo and the Hotel Mira Vista have an on-site storm drain inlets.)

The latter inlet has good potential for implementing LID to drain the street, possibly in conjunction with treatment of runoff in connection with the contemplated expansion of the Hotel Mira Vista.

The drainage area to this inlet is an estimated 155,000 square feet, including some parcels that currently drain to the street and are not expected to redevelop soon, but not including two parcels expected to be developed for hotel use (see below).

Conditions: Transportation and Street Frontage

The 2015 *Urban Greening Plan* notes the entire block frontage (all three streets) as wide streets that create urban greening opportunities. The *Urban Greening Plan* shows a quarter-mile “Greener Gateway” along Potrero Avenue connects I-80 to the Ohlone Greenway

The owner of the Hotel Mira Vista has purchased the two adjacent irregularly shaped parcels (northward along Eastshore Boulevard) and plans to develop a new hotel on the site. In preliminary discussions, the owner has indicated an intent to refurbish the Hotel Mira Vista in connection with the new construction.

There is some tree-root damage to the curb alignment on the Eastshore Boulevard side of the Hotel Mira Vista frontage.

Opportunity:

Bioretention facilities at this location could treat runoff from a large area of the streets fronting the block and would also treat runoff from parcels within the block.

A bioretention facility could be incorporated in a curb extension rounding this corner. This change to street alignment would contribute to pedestrian safety and the contemplated “Greener Gateway.” On the Potrero Avenue side of this corner, the curb extension would eliminate 2-3 parking spaces. There is plenty of street parking nearby. On the Eastshore Boulevard side, the curb extension would require relocation of a bus stop, either further north on Eastshore or perhaps to a bus platform integrated with the curb extension design.

Overflow and underdrain for a bioretention facility at this location could connect to the storm drain system at the existing storm drain inlet.

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Because of the large area draining to this point, the bioretention facility would inevitably be undersized when drainage from parcels within the block is taken into account. However, this drainage can be further mitigated in future years as LID is implemented on individual parcels through the process of redevelopment.

Retrofit of a portion of the existing Mira Vista Hotel parking lot could be accomplished by constructing a bioretention facility in the existing landscaped area at the corner, potentially using the existing storm drain inlet adjacent to that landscaped area as an overflow for the bioretention facility.

Status (March 2019): The City will pursue this potential opportunity in connection with implementation of the Complete Streets Plan and Urban Greening Plan, and an expected future development application for parcels in this block.

Project Opportunity – Specific Plan Area Streets #13 (S13)
San Pablo Avenue at Carlson (NE Corner)

S13



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Conditions: Street Drainage

Northbound lanes of San Pablo Avenue drain to catch basin 70 feet north of the intersection with Carlson Boulevard. The drainage area extends north to Fairmount Avenue and southward into the Carlson Boulevard intersection, including a portion of Carlson Boulevard where it enters El Cerrito Plaza. Total drainage area is around 31,000 square feet.

Conditions: Transportation and Street Frontage

The parking lane on San Pablo Avenue is interrupted by a bus stop serving the 72 Rapid and other routes. The narrow sidewalk in this area constrains pedestrian movement. The Complete Streets Plan encourages reconfiguration to add sidewalk width and also encourages the incorporation of landscaped strips between the traffic lane and pedestrian areas. Bus stops are to be reconfigured to eliminate pull-outs.

Opportunity:

There may be an opportunity to incorporate a bioretention facility when reconfiguring the existing sidewalk, bus stop, and parking lane along this street frontage. The facility would be located near the existing catch basin and connect to the storm drain at that point.

Status (March 2019): Inclusion of green infrastructure will be considered as part of a future project to implement the Complete Streets Plan and bus stop reconfiguration at this location.

Appendix 2: Resident Actions

Residents can take action right at home by incorporating green infrastructure in their own yards to conserve water and reduce pollution levels in the stormwater system. There are many ways for residents to take action, and it can be as easy as planting drought tolerant native vegetation. A detailed guide, titled **“A Homeowner’s & Landowner’s Guide to Beneficial Stormwater Management”**, created by the Sonoma Valley Groundwater Management Program, can be found here:

<http://www.ssrcd.org/pdf/Slowit.Spreadit.Sinkit.vfinal.pdf>

➤ *Rain Gardens*

Residents are encouraged to build their own rain gardens which are a great way to manage stormwater on private property and control flooding to reduce risks of property damage for homeowners. Water can be diverted into a planting bed with deep rooted species to soak up excess runoff and filter out toxins as the water percolates through layers of soil. Once water collects in the rain garden, infiltration may take up to 24 hours after a major rainfall. Rain gardens incorporate native vegetation which means there’s a reduced use of fertilizer and after the first year, maintenance is usually minimal.

➤ *Rain Collection Systems*

Rain barrels are another great way to conserve water and reduce runoff. Rain barrels collect stormwater runoff from roofs and store it to be used on lawns and plant irrigation at a later time. They can be as simple as placing the barrel at the end of a downspout. Using gravity to move rain water out of the barrel is easiest and requires simply installing a spigot at the bottom of the tank.

➤ *Permeable Pavements*

Urbanization has resulted in natural grasslands and forests being replaced with impervious surfaces. This decreases the amount of runoff that can be retained in the ground and perpetuates severe erosion and flooding and diminishes the recharging of groundwater. Permeable pavements are porous urban surfaces that catch precipitation and store it in a reservoir while allowing it to slowly infiltrate soil below. These surfaces reduce runoff volume by capturing it into the ground and replicating the natural hydrologic cycle. The most common permeable pavements include porous asphalt, pervious concrete, and permeable interlocking concrete. Residents can replace their driveway or paths on their property with permeable pavements to better manage stormwater and reduce pollutants entering the stormwater system.



Photo: Volunteers at a trash cleanup event in El Cerrito

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➤ *Planting trees*

Planting trees is another great way to approach stormwater management. Tree canopies are very effective at intercepting rainwater and reducing runoff. Large volumes of water are more manageable for trees because the water infiltrates the soil, recharges it, and then undergoes evapotranspiration, in which the water is taken in by the tree and released back into the atmosphere. Trees also absorb and filter out toxins in the atmosphere, soil and groundwater which improves the quality of water.

➤ *Creek Maintenance*

Creeks in the East Bay that eventually flow into the San Francisco Bay are great for stormwater management and reduce flooding in our streets. Residents who have creeks in their backyards can take measures to ensure that they are properly managing their segment of the creek. Planting native ground cover plants is great for minimizing soil erosion, protecting creek banks, and replacing invasive species. Also, removing large vegetation other than low ground cover reduces obstructions to water flow. Leaving root systems in place, remove shrubs, grasses, cattails, and bamboo from the creek banks up to the top of the bank or the flood line. Residents can also support local wildlife by planting clusters of native vegetation along the top of the bank.

➤ *Pesticide Management*

Integrated Pest Management (IPM) is an approach to solving pest problems while reducing the use of pesticides and further reducing the amount of toxins entering the stormwater system which improves public health and the environment. Long-term prevention of pests is approached through a combination of techniques such as cultural, biological, and structural methods to identify and alter environmental factors that the pests thrive on.

➤ *Get involved*

The City of El Cerrito relies on volunteerism and citizen support to improve the local environment. There are many programs and committees the City offers to engage volunteers, including the Environmental Quality Committee (EQC) and the Urban Forest Committee. These committees engage the community in creating a more environmentally-friendly El Cerrito. The Operations + Environmental Services Division and EQC also organize events with Green teams, such as monthly clean-ups and restoration events.

The City also hosts work parties every year on Earth Day in which individuals, families, and groups all work to improve the natural environment of the city, by picking up litter, completing landscaping projects, and planting trees.



Photo: Stewardship event at
Cerrito Creek

Appendix 3

Further Background on Mercury and PCBs in San Francisco Bay

The MRP pollutant-load reduction requirements are driven by Total Maximum Daily Load (TMDL) requirements adopted by the RWQCB for mercury (Resolution No. R2-2004-0082 and R2-2005-0060) and PCBs (Resolution No. R2-2008-0012). Each TMDL allocates allowable annual loads to San Francisco Bay (a Waste Load Allocation, or WLA) from identified sources, including from urban stormwater.

The mercury TMDL addresses two water quality objectives. The first, established to protect people who consume Bay fish, applies to fish large enough to be consumed by humans. The objective is 0.2 milligrams (mg) of mercury per kilogram (kg) of fish tissue (average wet weight concentration measured in the muscle tissue of fish large enough to be consumed by humans). The second objective, established to protect aquatic organisms and wildlife, applies to small fish (3-5 centimeters in length) commonly consumed by the California least tern, an endangered species. This objective is 0.03 mg mercury per kg fish (average wet weight concentration). To achieve the human health and wildlife fish tissue and bird egg monitoring targets and to attain water quality standards, the Bay-wide suspended sediment mercury concentration target is 0.2 mg mercury per kg dry sediment.

A roughly 50% decrease in sediment, fish tissue, and bird egg mercury concentrations is necessary for the Bay to meet water quality standards. Reductions in sediment mercury concentrations are assumed to result in a proportional reduction in the total amount of mercury in the system, which will result in the achievement of target fish tissue and bird egg concentrations.

The PCBs TMDL was developed based on a fish tissue target of 10 nanograms (ng) of PCBs per gram (g) of fish tissue. This target is based on a cancer risk of one case per an exposed population of 100,000 for the 95th percentile San Francisco Bay Area sport and subsistence fisher consumer (32 g fish per day). A food web model was developed by San Francisco Estuary Institute (SFEI) to identify the sediment target concentration that would yield the fish tissue target; this sediment target was found to be 1 microgram (µg) of PCBs per kg of sediment.

Twenty percent of the estimated allowable PCB external load was allocated to urban stormwater runoff. The Bay Area-wide WLA for PCBs for urban stormwater is 2 kg/yr by 2030. This value was developed based on applying the required sediment concentration (1 µg/kg) to the estimated annual sediment load discharged from local tributaries.

Appendix 4



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Memorandum

Date: August 7, 2019
To: Courtney Riddle, Karin Graves, and Lucile Paquette, Contra Costa Clean Water Program
Copy: Dan Cloak, Dan Cloak Environmental Consulting
From: Lisa Austin, Principal; Kelly Havens, Senior Engineer; and Austin Orr, Professional Engineer
Subject: Reasonable Assurance Analysis Countywide Attainment Strategy
Geosyntec Project Number: LA0540

1. BACKGROUND

1.1 Regulatory Requirements

Provisions C.11/12.c.ii.(2) of the Municipal Regional Permit (MRP) require Permittees to prepare Reasonable Assurance Analyses (RAA) for mercury and PCBs, respectively, that achieve the following objectives:

- a) Quantify the relationship between areal extent of green infrastructure (GI) implementation and load reductions, taking into consideration the scale of contamination of the treated area as well as the pollutant removal effectiveness of likely GI strategies;
- b) Estimate the amount and characteristics of land area that will be treated through GI by 2020, 2030, and 2040;
- c) Estimate the amount of load reductions that will result from GI implementation by 2020, 2030, and 2040; and
- d) Quantitatively demonstrate that PCBs reductions of at least 0.5 kg/yr and mercury reductions of 1.7 kg/yr will be realized within Contra Costa County by 2040 through implementation of GI projects.

1.2 Preliminary RAA Findings

Geosyntec Consultants (Geosyntec) is conducting RAA modeling for the Contra Costa Clean Water Program (CCCWP) as required by the MRP for submittal with the 2020 Annual Report. In

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Fiscal Year 2018/19, Geosyntec conducted RAA modeling to assist the Permittees with GI planning¹.

As part of the preliminary RAA modeling conducted to assist Permittees with GI Planning, a “Countywide Attainment Scenario” was modeled which examined PCBs loads reduced by each project opportunity incorporated in the Contra Costa Watersheds Storm Water Resource Plan (CCW SWRP). This scenario focused on PCBs, consistent with the MRP’s emphasis on measures designed to reduce PCBs, while also evaluating opportunities for mercury reduction. CCCWP has drafted this Countywide Attainment Scenario memorandum to summarize these results and further the Permittees’ group discussion of how PCBs load reduction goals could be achieved on a countywide basis.

The results of this analysis demonstrate that the public GI retrofit opportunities that have the highest potential to reduce PCBs loads are concentrated within a small subset of Contra Costa Permittee area due to the pattern of pre-1980 industrial development within the region. (Note that GI implementation feasibility was not field-evaluated as part of development of the CCW SWRP, thus the feasibility of implementation for these potential project locations has yet to receive a site-specific evaluation.) Conversely, many Contra Costa Permittees have no or very few opportunities to contribute significantly toward achievement of countywide PCBs loading reductions via implementation of GI in their communities. Further, if load reductions are not achieved on a regional or countywide scale, and load reductions are allocated at a local level (by population), these Permittees would not be able to achieve those load reduction allocations due to a lack of opportunity.

Thus, given these findings, the Contra Costa Permittees, collectively, believe that a countywide strategy would be the best way to achieve the PCBs load reduction goals in a more efficient and effective manner. For the purposes of creating their local GI Plans, Contra Costa Permittees have prioritized their GI projects based on achieving other multiple benefits. These other benefits include controlling other stormwater pollutants, preserving and enhancing local stream hydrology, reducing localized flooding, helping communities adapt to climate change by increasing the resiliency of water supply, ancillary benefits that derive from adding landscaped areas within the urbanized environment, and mitigating the urban heat island effect.

This Countywide Attainment Strategy memorandum is referenced in the Permittees’ GI Plans for information only, and it does not represent, in any way, an intent to implement the strategy or any

¹ The results of this RAA modeling are preliminary. The CCCWP is in the process, in collaboration with BASMAA, of having the RAA modeling approach peer-reviewed. The RAA modeling results are subject to revision depending on the outcome of the peer review process.

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of the projects listed herein. For projects for which potential implementation will be pursued, refer to each Permittee's individual GI Plan project list and prioritization.

This memorandum describes the approach used to model the Countywide Attainment scenario and presents the results of the analysis, in addition to potential next steps for Contra Costa County Permittees to implement projects collectively in an effort to meet the load reduction requirements included in the MRP.

2. COUNTYWIDE ATTAINMENT SCENARIO METHODOLOGY

2.1 Methodology Overview

To conduct the RAA Countywide Attainment Scenario modeling, calculations were performed, and inputs procured or developed, as follows:

1. Baseline modeling was conducted to estimate the baseline (i.e., 2003) load of PCBs and mercury for Contra Costa County.
2. Using the resulting baseline load, calculations were performed to establish the MRP-required load reduction through GI for 2040.
3. GIS inputs were obtained or finalized for existing redevelopment and public GI projects and future private (i.e., C.3.d) projects, as follows:
 - a. New development and redevelopment projects from 2003 – 2018 were compiled from existing AGOL² project data, and
 - b. UrbanSim³ redevelopment projections for 2020, 2030, and 2040 were confirmed or revised by the Permittees.
4. The GI load reduction model was applied to the existing development (through 2018) and predicted future private redevelopment (2019 – 2040) to assess the PCBs loads reduced by these projects.

² The CCCWP's stormwater GIS platform, created using ESRI's ArcGIS Online (AGOL) for Organizations environment. The *C.3 Project Tracking and Load Reduction Accounting Tool* is used for tracking GI projects implemented under C.3 within the CCCWP AGOL system.

³ A model developed by the Urban Analytics Lab at the University of California under contract to the Bay Area MTC. The Bay Area's application of UrbanSim was developed specifically to support the development of Plan Bay Area, the Bay Area's Sustainable Communities planning effort. MTC forecasts growth in households and jobs and uses the UrbanSim model to identify development and redevelopment sites to satisfy future demand. This model was applied to Contra Costa County to project new and redevelopment for the RAA model timeframes.

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5. A countywide PCBs public retrofit load reduction goal was then calculated by subtracting the load reduced by the existing and projected future private redevelopment load from the countywide goal established in Step 2.
6. The GI load reduction model was applied to the CCW SWRP project opportunities list to assess PCBs loads reduced by each project opportunity.

Additional detail is provided in the following sections.

2.2 Baseline Modeling

The countywide baseline model was developed as described in the *Quantitative Relationship Between GI Implementation and PCBs/Mercury Load Reductions* report (CCCWP, 2018).

A GIS analysis was conducted to apportion the modeled baseline load to areas above and below dams, within the San Francisco Bay Regional Water Quality Control Board (Region 2) versus Central Valley Regional Water Quality Control Board (Region 5), and other NPDES permittee area (i.e., parcels associated with individual NPDES permits, Industrial General Permit facilities, and Phase 2 permittee areas). The TMDLs were calculated for all urban areas draining to San Francisco Bay (thus only Region 2) and for areas below dams (as it is assumed that the dams capture sediments and prevent them from carrying pollutants to the Bay). Additionally, the parcel area associated with other NPDES permits was removed to estimate the baseline load attributable to the MS4 permit area only. Thus, the baseline countywide PCBs load below dams, within Region 2, was used to establish the PCBs load reduction goal for the MS4 permit area.

The results of the baseline modeling are presented in Table 1 below. The baseline countywide load used to establish the PCBs load reduction goal for the Permittee area is shown in bold.

Table 1: RAA Baseline PCBs Load Allocation Table (grams)

RWQCB Region	Above/Below Dam	Permit	Baseline Load PCBs (grams)
Region 2	Below Dam	MRP	1,587.0
		NPDES	779.6
		Phase 2	13.7
	Above Dam	MRP	41.4
		NPDES	0.1
		Phase 2	0
Region 5	Below Dam	MRP	134.8
		NPDES	14.8
		Phase 2	0.6
	Above Dam	MRP	1.0
		NPDES	0
		Phase 2	0
		Total	2,572.9

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2.3 Load Reduction Goal Calculations

Calculations were conducted to develop the load reduction goals for 2020, 2030, and 2040, as described in the *Bay Area RAA Guidance Document* (BASMAA, 2017). The calculation methodology is summarized below.

TMDL Attainment Load Reduction (2030)

$$LR_{\text{goal}} = \text{Baseline} - \text{WLA (kg/yr)}$$

Where:

$$LR_{\text{goal}} = \text{The load reduction goal (kg/yr)}$$

$$\text{Baseline} = \text{The baseline pollutant loading as calculated through the RAA}$$

$$\text{WLA} = \text{The population-based wasteload allocation}$$

The TMDL population-based wasteload allocations for Contra Costa County is provided Table 2.

Table 2: TMDL Population-Based Wasteload Allocations for Contra Costa County

Stormwater Improvement Goal	Mercury (kg/yr)	PCBs (kg/yr)
Contra Costa County	11	0.3

Per the equation above, the revised load reduction goal for Contra Costa County is 1.287 kg/yr.

MRP Load Reduction through GI by 2040

The PCBs load reduction required to be achieved through GI by 2040 (i.e., 3 kg/yr MRP area-wide or 0.5 kg/yr for Contra Costa County) should be adjusted to reflect the RAA-calculated baseline load (i.e., 1.581 kg/yr). The MRP load reduction requirement for GI for all permittees (3 kg/yr) represents 20.8% of the overall required TMDL load reduction. Therefore, the adjusted countywide load reduction through GI can be calculated as:

$$LR_{\text{MRP, GI, 2040}} = LR_{\text{goal}} * 20.8\%$$

The adjusted countywide PCBs load reduction goal through GI by 2040 was calculated to be 0.268 kg/yr.

2.4 Finalize GIS Inputs for Existing and Future Redevelopment

New development and redevelopment projects completed between 2003 – 2018 were compiled from the existing AGOL project data entered by the Permittees into their respective AGOL C.3 Tracking Tool databases.

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UrbanSim redevelopment projections for 2020, 2030, and 2040, as confirmed or revised by the Permittees, were used to model future C.3 projects. The UrbanSim projections for 2020 only included parcels that were predicted to be redeveloped from 2019 – 2020.

2.5 Develop Countywide Attainment Scenario

The 2040 PCBs load reduction goal for the Countywide Attainment scenario is calculated as the countywide load reduction goal (0.268 kg/yr) minus the load reduced by the current, projected private, and planned CIP/public retrofit GI projects through 2040. Table 3 indicates the remaining load reduction target for 2040 is approximately 56 grams per year.

Table 3: Load Reduction Goal for Contra Costa Countywide Attainment Scenario

PCBs 2040 Load Reduction Goal (kg/yr)	PCBs Load Reduction Achieved by Public and Private GI 2003 -2020 (kg/yr)	Projected PCBs Load Reduction Achieved by Public and Private GI 2003 - 2030 (kg/yr)	Projected PCBs Load Reduction Achieved by Public and Private GI 2003 - 2040 (kg/yr)	Load Reduction Target for Public GI by 2040 PCBs (kg/yr)
0.268	0.120	0.158	0.235	0.033

The baseline model produces a PCBs and mercury “load production” GIS layer that estimates the load corresponding with each parcel and ROW segment within the county (note that individual parcel loadings are representative of the ‘average tendency’ of loading for similar parcels). This “load production” layer was combined in GIS with the public retrofit project opportunities (parcels, regional project drainage areas, and ROW segments) listed in the CCW SWRP to estimate the potential load reduced by each project opportunity, assuming standard bioretention treatment.

3. COUNTYWIDE ATTAINMENT SCENARIO RESULTS

The modeled load reduction associated with each project opportunity from the CCW SWRP that is not included as a planned GI project in a Permittee’s GI Plan are listed in the table included in Attachment 1. This table only includes those projects achieving at least 0.01 grams of PCBs load reduction per year, based on the model output. For each project opportunity, the total area and impervious area treated⁴, baseline PCBs yield, and PCBs loads reduced are presented.

⁴ The SWRP did not include delineation of actual off-site tributary drainage areas for the regional project opportunities. Therefore, the pollutant load reduction for these projects was calculated for this Countywide Attainment scenario using the project opportunity parcel area only and the estimated load reduction is less than it would be for the full tributary area.

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To achieve the load reduction goal through additional public GI projects by 2040 of 33 grams per year would require treating, at a minimum, 189 acres of the highest-PCBs-yield project area in 90 projects across the county (pending feasibility evaluations, and requiring implementation primarily focused in a few Permittee jurisdictions) and would require much more area and projects using less-load-reducing projects.

4. COUNTYWIDE ATTAINMENT STRATEGY

To allow for the most efficient implementation of GI to achieve the MRP-stipulated load reduction goal, some Contra Costa Permittees have been actively investigating ways that communities without opportunities to reduce PCBs via GI might potentially fund GI projects in communities that do have such opportunities. This has included consideration of funding streams derived from new developments (for example, in-lieu fees charged when only a portion of on-site C.3 compliance is achieved). However, the legal and administrative requirements are complex, would require considerable effort to resolve, and may not ultimately be resolvable.

The Permittees will continue to consider how to balance the goals of efficient PCBs load reduction via GI (which has been demonstrated to be highly location-specific, and not obtainable by all Permittees) versus the other benefits of GI. This consideration will include participation, with Water Board staff, in ongoing discussions of GI and PCBs load reduction requirements that may be included in MRP 3.0. The Permittees, collectively, will also consider the outcomes of these discussions when preparing the “reasonable assurance analysis to demonstrate quantitatively that PCBs reductions of 3 kg/year will be realized by 2040 through implementation of green infrastructure projects,” which is due in September 2020 as specified in Provision C.12.iii.(3).

Because resources are limited, there will ultimately be trade-offs between the goals of PCBs load reduction via GI versus the other benefits of GI. In the majority of Contra Costa communities, which have few or no locations where PCB loads could be efficiently reduced via GI, the pursuit of a potential Countywide Attainment Strategy would require trade-offs, including minimizing the opportunities to build community engagement and local support for GI. A similar trade-off exists within the communities that do have locations where PCBs loads could be efficiently reduced via GI, as the highest-ranked load-reduction locations rarely coincide with locations where other benefits to the community would be maximized.

5. REFERENCES

Bay Area Stormwater Management Agencies Association (BASMAA), 2017. Bay Area Reasonable Assurance Analysis Guidance Document. Prepared by Geosyntec Consultants and Paradigm Environmental for BASMAA. June 30, 2017.

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Contra Costa Clean Water Program (CCCWP), 2018. Quantitative Relationship Between Green Infrastructure Implementation and PCBs/Mercury Load Reductions. Prepared by Geosyntec Consultants for the CCCWP. August 22, 2018.

* * * * *

Attachment 1

Countywide Attainment Scenario Load Reduction Results Table

Agenda Item No. 7(A)

Attachment 2

Contra Costa Countywide Attainment Strategy
Attachment 1: Countywide Attainment Scenario Model Results

Jurisdiction	Permit	Project ID	Project Type	Area (Acres)	Impervious Area (Acres)	Percent Impervious	PCBs Yield (g/acre)	PCBs Mass reduced (g/yr)
Clayton	2	ROW 4341	ROW Opportunity	26.22	12.29	47%	0.001	0.072
Clayton	2	Parcel 283666	Parcel-Based Opportunity	6.77	2.04	30%	0.002	0.034
Clayton	2	ROW 3872	ROW Opportunity	2.82	1.25	44%	0.003	0.026
Clayton	2	ROW 11618	ROW Opportunity	1.61	0.77	48%	0.004	0.022
Clayton	2	ROW 5783	ROW Opportunity	1.29	0.56	43%	0.005	0.021
Clayton	2	ROW 12947	ROW Opportunity	1.05	0.43	41%	0.004	0.017
Clayton	2	ROW 11934	ROW Opportunity	10.54	5.01	48%	0.001	0.015
Clayton	2	ROW 13056	ROW Opportunity	8.81	3.84	44%	0.001	0.014
Clayton	2	ROW 13758	ROW Opportunity	5.93	1.49	25%	0.001	0.012
Clayton	2	ROW 13231	ROW Opportunity	0.44	0.23	52%	0.006	0.010
Clayton	2	ROW 19397	ROW Opportunity	5.73	2.58	45%	0.001	0.010
Clayton	2	Parcel 283215	Parcel-Based Opportunity	7.37	3.04	41%	0.001	0.010
Concord	2	Parcel 376303	Parcel-Based Opportunity	494.22	25.30	5%	0.004	8.822
Concord	2	Parcel 376306	Parcel-Based Opportunity	208.83	10.65	5%	0.004	3.719
Concord	2	Parcel 177920	Parcel-Based Opportunity	18.60	14.13	76%	0.041	3.276
Concord	2	Parcel 324333	Parcel-Based Opportunity	163.95	8.57	5%	0.003	1.752
Concord	2	ROW 16900	ROW Opportunity	20.40	9.18	45%	0.016	1.300
Concord	2	ROW 21618	ROW Opportunity	37.07	24.40	66%	0.008	1.039
Concord	2	Parcel 184135	Parcel-Based Opportunity	5.35	3.96	74%	0.041	0.920
Concord	2	ROW 21616	ROW Opportunity	27.30	18.24	67%	0.008	0.799
Concord	2	ROW 1201	ROW Opportunity	20.61	13.29	64%	0.010	0.755
Concord	2	Parcel 244879	Parcel-Based Opportunity	66.94	3.41	5%	0.003	0.722
Concord	2	Parcel 192657	Parcel-Based Opportunity	5.89	3.00	51%	0.029	0.722
Concord	2	ROW 5707	ROW Opportunity	18.71	11.09	59%	0.009	0.650
Concord	2	ROW 17557	ROW Opportunity	5.80	3.71	64%	0.023	0.558
Concord	2	ROW 1712	ROW Opportunity	12.97	8.30	64%	0.010	0.500
Concord	2	ROW 7508	ROW Opportunity	5.32	3.73	70%	0.021	0.454
Concord	2	ROW 4583	ROW Opportunity	4.46	3.26	73%	0.024	0.437
Concord	2	ROW 20084	ROW Opportunity	2.97	2.10	71%	0.027	0.331
Concord	2	ROW 5817	ROW Opportunity	3.19	2.16	68%	0.023	0.295
Concord	2	Parcel 338478	Parcel-Based Opportunity	38.88	1.98	5%	0.002	0.292
Concord	2	ROW 19024	ROW Opportunity	2.48	1.34	54%	0.028	0.291
Concord	2	Parcel 191035	Regional Opportunity	2.32	1.16	50%	0.028	0.278
Concord	2	ROW 8864	ROW Opportunity	1.38	0.97	70%	0.037	0.214
Concord	2	ROW 5806	ROW Opportunity	7.28	4.91	67%	0.008	0.213
Concord	2	ROW 15327	ROW Opportunity	31.55	17.19	54%	0.002	0.211
Concord	2	ROW 4439	ROW Opportunity	1.89	1.36	72%	0.026	0.205
Concord	2	ROW 7624	ROW Opportunity	6.85	4.66	68%	0.008	0.204
Concord	2	ROW 9455	ROW Opportunity	4.16	2.79	67%	0.012	0.190
Concord	2	ROW 3954	ROW Opportunity	1.94	1.42	73%	0.024	0.185
Concord	2	ROW 21113	ROW Opportunity	48.14	24.36	51%	0.002	0.182
Concord	2	Parcel 186608	Regional Opportunity	1.06	0.73	69%	0.038	0.171
Concord	2	ROW 8938	ROW Opportunity	1.26	1.03	82%	0.032	0.169
Concord	2	Parcel 229694	Parcel-Based Opportunity	6.43	3.65	57%	0.007	0.166
Concord	2	Parcel 235175	Parcel-Based Opportunity	6.15	3.59	58%	0.007	0.160
Concord	2	ROW 2934	ROW Opportunity	5.33	3.63	68%	0.008	0.159
Concord	2	ROW 12379	ROW Opportunity	5.60	3.63	65%	0.008	0.157
Concord	2	ROW 7623	ROW Opportunity	1.90	1.39	73%	0.020	0.155
Concord	2	Parcel 205735	Parcel-Based Opportunity	4.42	3.53	80%	0.010	0.154
Concord	2	Parcel 198247	Parcel-Based Opportunity	5.13	3.94	77%	0.009	0.153
Concord	2	ROW 4349	ROW Opportunity	1.39	1.03	74%	0.025	0.141
Concord	2	ROW 11894	ROW Opportunity	16.04	9.24	58%	0.003	0.139
Concord	2	ROW 10734	ROW Opportunity	2.73	1.85	68%	0.013	0.136
Concord	2	ROW 19586	ROW Opportunity	32.40	16.40	51%	0.002	0.136
Concord	2	ROW 11140	ROW Opportunity	0.69	0.57	83%	0.045	0.132
Concord	2	ROW 4621	ROW Opportunity	21.49	10.65	50%	0.002	0.130
Concord	2	Parcel 240615	Parcel-Based Opportunity	14.13	8.79	62%	0.003	0.122
Concord	2	Parcel 242414	Parcel-Based Opportunity	4.67	2.72	58%	0.007	0.121
Concord	2	ROW 16782	ROW Opportunity	10.40	5.35	51%	0.004	0.119
Concord	2	ROW 10221	ROW Opportunity	14.29	7.61	53%	0.003	0.118
Concord	2	ROW 14417	ROW Opportunity	7.27	4.56	63%	0.005	0.113
Concord	2	ROW 20964	ROW Opportunity	9.96	4.91	49%	0.004	0.112
Concord	2	ROW 17558	ROW Opportunity	0.91	0.61	67%	0.029	0.109
Concord	2	ROW 14842	ROW Opportunity	15.90	7.68	48%	0.002	0.108
Concord	2	Parcel 232269	Parcel-Based Opportunity	3.76	2.45	65%	0.008	0.108
Concord	2	ROW 4342	ROW Opportunity	43.01	22.81	53%	0.001	0.106
Concord	2	ROW 545	ROW Opportunity	12.27	5.54	45%	0.003	0.106
Concord	2	ROW 1200	ROW Opportunity	9.75	5.67	58%	0.004	0.105
Concord	2	ROW 21494	ROW Opportunity	29.51	15.04	51%	0.001	0.101
Concord	2	Parcel 203140	Parcel-Based Opportunity	3.46	2.29	66%	0.008	0.100
Concord	2	ROW 18045	ROW Opportunity	13.09	7.24	55%	0.003	0.099
Concord	2	ROW 14001	ROW Opportunity	12.47	6.86	55%	0.003	0.094
Concord	2	ROW 8159	ROW Opportunity	9.23	5.02	54%	0.003	0.094
Concord	2	ROW 12852	ROW Opportunity	22.99	12.35	54%	0.002	0.092
Concord	2	ROW 12856	ROW Opportunity	2.03	1.22	60%	0.011	0.088
Concord	2	ROW 4608	ROW Opportunity	4.23	2.67	63%	0.006	0.084
Concord	2	ROW 7622	ROW Opportunity	1.50	1.10	73%	0.015	0.084
Concord	2	ROW 1470	ROW Opportunity	1.70	1.14	67%	0.013	0.081
Concord	2	ROW 4619	ROW Opportunity	13.13	6.40	49%	0.002	0.076
Concord	2	ROW 8157	ROW Opportunity	13.11	7.08	54%	0.002	0.076
Concord	2	Parcel 247239	Regional Opportunity	2.44	1.71	70%	0.009	0.076
Concord	2	ROW 6819	ROW Opportunity	1.92	1.26	66%	0.011	0.075
Concord	2	Parcel 144216	Parcel-Based Opportunity	40.90	18.50	45%	0.001	0.074
Concord	2	ROW 4618	ROW Opportunity	18.26	9.24	51%	0.002	0.073
Concord	2	Parcel 231090	Parcel-Based Opportunity	3.71	1.58	43%	0.006	0.073
Concord	2	Parcel 206355	Regional Opportunity	2.18	1.80	83%	0.010	0.073
Concord	2	ROW 1577	ROW Opportunity	2.98	1.51	51%	0.007	0.071
Concord	2	ROW 13705	ROW Opportunity	11.05	5.52	50%	0.002	0.071
Concord	2	ROW 4609	ROW Opportunity	1.62	1.09	67%	0.011	0.067
Concord	2	Parcel 192425	Parcel-Based Opportunity	0.48	0.28	58%	0.033	0.067
Concord	2	ROW 1474	ROW Opportunity	7.02	3.51	50%	0.003	0.066
Concord	2	Parcel 291299	Parcel-Based Opportunity	40.01	16.11	40%	0.001	0.066
Concord	2	ROW 20692	ROW Opportunity	4.78	2.17	45%	0.004	0.064
Concord	2	ROW 5673	ROW Opportunity	11.65	5.87	50%	0.002	0.063

Agenda Item No. 7(A)

Attachment 2

Contra Costa Countywide Attainment Strategy
Attachment 1: Countywide Attainment Scenario Model Results

Jurisdiction	Permit	Project ID	Project Type	Area (Acres)	Impervious Area (Acres)	Percent Impervious	PCBs Yield (g/acre)	PCBs Mass reduced (g/yr)
Concord	2	ROW 4514	ROW Opportunity	4.22	2.32	55%	0.005	0.062
Concord	2	ROW 15146	ROW Opportunity	4.67	2.45	52%	0.004	0.059
Concord	2	ROW 12217	ROW Opportunity	9.08	4.78	53%	0.002	0.058
Concord	2	ROW 21132	ROW Opportunity	2.04	1.36	67%	0.008	0.058
Concord	2	ROW 11820	ROW Opportunity	2.06	1.02	50%	0.008	0.057
Concord	2	Parcel 214703	Parcel-Based Opportunity	3.81	1.22	32%	0.004	0.057
Concord	2	ROW 6785	ROW Opportunity	2.52	1.66	66%	0.007	0.056
Concord	2	Parcel 190759	Regional Opportunity	1.26	1.11	88%	0.012	0.055
Concord	2	Parcel 376302	Parcel-Based Opportunity	42.06	12.85	31%	0.001	0.054
Concord	2	Parcel 251412	Parcel-Based Opportunity	3.12	1.06	34%	0.005	0.054
Concord	2	ROW 4137	ROW Opportunity	7.10	3.61	51%	0.003	0.053
Concord	2	ROW 13078	ROW Opportunity	4.96	2.60	52%	0.003	0.052
Concord	2	ROW 9759	ROW Opportunity	1.82	1.20	66%	0.008	0.051
Concord	2	ROW 13704	ROW Opportunity	9.77	5.13	53%	0.002	0.050
Concord	2	ROW 5392	ROW Opportunity	0.92	0.65	71%	0.014	0.050
Concord	2	ROW 4966	ROW Opportunity	6.49	2.88	44%	0.003	0.049
Concord	2	ROW 20635	ROW Opportunity	5.04	2.60	52%	0.003	0.048
Concord	2	planned 203	Planned Creek/Marsh Restoration	131.53	18.22	14%	0.000	0.048
Concord	2	Parcel 290823	Regional Opportunity	1.29	1.10	85%	0.010	0.048
Concord	2	ROW 7731	ROW Opportunity	2.11	1.48	70%	0.007	0.047
Concord	2	Parcel 214282	Parcel-Based Opportunity	30.73	11.51	37%	0.001	0.047
Concord	2	ROW 1445	ROW Opportunity	15.65	7.47	48%	0.001	0.044
Concord	2	ROW 6856	ROW Opportunity	15.51	7.43	48%	0.001	0.044
Concord	2	Parcel 233711	Regional Opportunity	1.41	1.00	71%	0.009	0.044
Concord	2	ROW 12679	ROW Opportunity	7.36	3.68	50%	0.002	0.043
Concord	2	ROW 4968	ROW Opportunity	15.10	7.32	48%	0.001	0.043
Concord	2	ROW 13077	ROW Opportunity	6.74	3.68	55%	0.002	0.042
Concord	2	ROW 14213	ROW Opportunity	3.96	2.09	53%	0.004	0.042
Concord	2	ROW 2389	ROW Opportunity	7.58	3.81	50%	0.002	0.041
Concord	2	ROW 9299	ROW Opportunity	2.01	1.31	65%	0.006	0.040
Concord	2	ROW 19589	ROW Opportunity	1.50	0.88	59%	0.007	0.039
Concord	2	ROW 20799	ROW Opportunity	9.69	4.87	50%	0.002	0.039
Concord	2	ROW 8514	ROW Opportunity	2.14	1.69	79%	0.006	0.039
Concord	2	ROW 8633	ROW Opportunity	2.16	1.19	55%	0.005	0.038
Concord	2	ROW 1496	ROW Opportunity	9.68	4.76	49%	0.002	0.037
Concord	2	Parcel 206674	Regional Opportunity	1.53	0.90	59%	0.007	0.037
Concord	2	ROW 11474	ROW Opportunity	13.96	6.70	48%	0.001	0.036
Concord	2	ROW 2707	ROW Opportunity	3.07	1.72	56%	0.004	0.036
Concord	2	ROW 19429	ROW Opportunity	2.86	1.57	55%	0.004	0.035
Concord	2	ROW 7830	ROW Opportunity	5.91	2.96	50%	0.002	0.035
Concord	2	ROW 8405	ROW Opportunity	0.88	0.57	65%	0.011	0.035
Concord	2	ROW 15145	ROW Opportunity	3.60	1.90	53%	0.003	0.034
Concord	2	ROW 14485	ROW Opportunity	3.31	1.63	49%	0.003	0.034
Concord	2	ROW 8996	ROW Opportunity	1.59	0.86	54%	0.006	0.033
Concord	2	ROW 10594	ROW Opportunity	12.05	5.90	49%	0.001	0.032
Concord	2	ROW 14712	ROW Opportunity	2.42	1.43	59%	0.004	0.032
Concord	2	ROW 19358	ROW Opportunity	10.05	5.04	50%	0.001	0.032
Concord	2	ROW 19557	ROW Opportunity	0.29	0.17	59%	0.026	0.032
Concord	2	ROW 3955	ROW Opportunity	3.56	1.78	50%	0.003	0.032
Concord	2	Parcel 143398	Parcel-Based Opportunity	17.79	8.05	45%	0.001	0.032
Concord	2	ROW 12567	ROW Opportunity	14.87	7.28	49%	0.001	0.030
Concord	2	ROW 13167	ROW Opportunity	11.13	5.31	48%	0.001	0.030
Concord	2	ROW 18933	ROW Opportunity	1.85	1.04	56%	0.005	0.030
Concord	2	ROW 7347	ROW Opportunity	1.22	0.93	76%	0.007	0.030
Concord	2	planned 422	Planned Unlined Bioretention	2.14	1.20	56%	0.004	0.030
Concord	2	ROW 12422	ROW Opportunity	2.70	1.38	51%	0.004	0.029
Concord	2	ROW 9241	ROW Opportunity	1.67	0.80	48%	0.005	0.029
Concord	2	Parcel 189589	Regional Opportunity	1.31	0.64	49%	0.006	0.029
Concord	2	ROW 13981	ROW Opportunity	3.75	1.83	49%	0.002	0.028
Concord	2	ROW 330	ROW Opportunity	7.40	3.68	50%	0.002	0.028
Concord	2	ROW 4033	ROW Opportunity	3.71	1.78	48%	0.003	0.028
Concord	2	Parcel 215855	Regional Opportunity	1.37	0.61	45%	0.006	0.028
Concord	2	ROW 14000	ROW Opportunity	1.10	0.63	57%	0.007	0.027
Concord	2	ROW 9635	ROW Opportunity	3.66	1.68	46%	0.003	0.027
Concord	2	Parcel 231516	Regional Opportunity	1.44	0.59	41%	0.005	0.027
Concord	2	ROW 11942	ROW Opportunity	2.12	1.16	55%	0.004	0.026
Concord	2	ROW 14482	ROW Opportunity	2.43	1.00	41%	0.003	0.026
Concord	2	ROW 15994	ROW Opportunity	7.13	3.36	47%	0.001	0.026
Concord	2	ROW 16608	ROW Opportunity	10.91	5.23	48%	0.001	0.026
Concord	2	ROW 1867	ROW Opportunity	3.65	1.92	53%	0.003	0.026
Concord	2	ROW 2690	ROW Opportunity	4.41	2.49	56%	0.002	0.026
Concord	2	ROW 4136	ROW Opportunity	3.43	1.60	47%	0.003	0.026
Concord	2	ROW 6347	ROW Opportunity	1.81	0.91	50%	0.004	0.026
Concord	2	ROW 1535	ROW Opportunity	3.62	2.07	57%	0.002	0.025
Concord	2	ROW 15747	ROW Opportunity	1.16	0.75	65%	0.006	0.025
Concord	2	ROW 16947	ROW Opportunity	13.34	6.33	47%	0.001	0.025
Concord	2	ROW 663	ROW Opportunity	3.78	1.89	50%	0.002	0.025
Concord	2	Parcel 208247	Regional Opportunity	0.79	0.57	72%	0.009	0.025
Concord	2	ROW 7875	ROW Opportunity	8.98	4.45	50%	0.001	0.024
Concord	2	ROW 18838	ROW Opportunity	1.39	0.79	57%	0.005	0.024
Concord	2	ROW 18934	ROW Opportunity	1.22	0.76	62%	0.006	0.024
Concord	2	ROW 20559	ROW Opportunity	10.08	4.59	46%	0.001	0.024
Concord	2	ROW 20591	ROW Opportunity	5.62	3.00	53%	0.002	0.024
Concord	2	ROW 21160	ROW Opportunity	12.09	5.95	49%	0.001	0.024
Concord	2	ROW 9740	ROW Opportunity	9.01	4.21	47%	0.001	0.024
Concord	2	Parcel 228202	Regional Opportunity	0.75	0.54	72%	0.009	0.024
Concord	2	ROW 12595	ROW Opportunity	1.04	0.64	62%	0.006	0.023
Concord	2	ROW 1269	ROW Opportunity	3.07	1.61	52%	0.003	0.023
Concord	2	ROW 15782	ROW Opportunity	1.11	0.70	63%	0.006	0.023
Concord	2	ROW 19980	ROW Opportunity	1.29	0.65	50%	0.005	0.023
Concord	2	ROW 20290	ROW Opportunity	2.46	1.49	61%	0.003	0.023
Concord	2	ROW 20752	ROW Opportunity	2.19	1.61	74%	0.004	0.023
Concord	2	ROW 7581	ROW Opportunity	1.16	0.71	61%	0.006	0.023
Concord	2	ROW 8121	ROW Opportunity	8.21	3.76	46%	0.001	0.023

Agenda Item No. 7(A)

Attachment 2

Contra Costa Countywide Attainment Strategy
Attachment 1: Countywide Attainment Scenario Model Results

Jurisdiction	Permit	Project ID	Project Type	Area (Acres)	Impervious Area (Acres)	Percent Impervious	PCBs Yield (g/acre)	PCBs Mass reduced (g/yr)
Concord	2	Parcel 214996	Parcel-Based Opportunity	8.68	5.91	68%	0.001	0.023
Concord	2	ROW 1178	ROW Opportunity	4.47	2.20	49%	0.002	0.022
Concord	2	ROW 686	ROW Opportunity	3.00	1.51	50%	0.003	0.022
Concord	2	ROW 7635	ROW Opportunity	2.74	1.32	48%	0.003	0.022
Concord	2	planned 421	Planned Unlined Bioretention	2.87	1.58	55%	0.003	0.022
Concord	2	Parcel 231203	Parcel-Based Opportunity	14.55	5.28	36%	0.001	0.022
Concord	2	Parcel 196927	Regional Opportunity	0.93	0.65	70%	0.007	0.022
Concord	2	Parcel 140573	Parcel-Based Opportunity	9.15	5.56	61%	0.001	0.022
Concord	2	ROW 1480	ROW Opportunity	1.83	1.01	55%	0.004	0.021
Concord	2	ROW 231	ROW Opportunity	1.44	0.80	56%	0.004	0.021
Concord	2	ROW 6904	ROW Opportunity	8.33	3.99	48%	0.001	0.021
Concord	2	Parcel 148570	Parcel-Based Opportunity	10.29	5.19	50%	0.001	0.021
Concord	2	ROW 2388	ROW Opportunity	5.15	2.44	47%	0.002	0.020
Concord	2	ROW 272	ROW Opportunity	3.17	1.68	53%	0.002	0.020
Concord	2	ROW 4353	ROW Opportunity	9.22	4.47	48%	0.001	0.020
Concord	2	ROW 5431	ROW Opportunity	11.51	5.65	49%	0.001	0.020
Concord	2	ROW 6270	ROW Opportunity	10.98	5.38	49%	0.001	0.020
Concord	2	ROW 6428	ROW Opportunity	3.11	1.75	56%	0.002	0.020
Concord	2	ROW 7665	ROW Opportunity	4.31	2.22	52%	0.002	0.020
Concord	2	Parcel 282436	Parcel-Based Opportunity	11.78	4.88	41%	0.001	0.020
Concord	2	Parcel 298561	Parcel-Based Opportunity	38.95	5.79	15%	0.000	0.020
Concord	2	ROW 12020	ROW Opportunity	4.76	2.29	48%	0.002	0.019
Concord	2	ROW 12340	ROW Opportunity	8.43	4.07	48%	0.001	0.019
Concord	2	ROW 12594	ROW Opportunity	0.92	0.55	60%	0.006	0.019
Concord	2	ROW 16428	ROW Opportunity	8.29	3.98	48%	0.001	0.019
Concord	2	ROW 3778	ROW Opportunity	1.34	0.88	66%	0.005	0.019
Concord	2	ROW 472	ROW Opportunity	0.82	0.45	55%	0.007	0.019
Concord	2	Parcel 220285	Parcel-Based Opportunity	9.96	4.72	47%	0.001	0.019
Concord	2	ROW 16285	ROW Opportunity	4.76	2.23	47%	0.002	0.018
Concord	2	ROW 17122	ROW Opportunity	7.41	3.30	45%	0.001	0.018
Concord	2	ROW 4335	ROW Opportunity	9.00	4.52	50%	0.001	0.018
Concord	2	ROW 4354	ROW Opportunity	4.55	2.23	49%	0.002	0.018
Concord	2	ROW 6786	ROW Opportunity	0.62	0.41	66%	0.008	0.018
Concord	2	Parcel 209956	Regional Opportunity	0.66	0.42	64%	0.008	0.018
Concord	2	Parcel 202503	Parcel-Based Opportunity	5.94	4.60	77%	0.001	0.018
Concord	2	Parcel 186686	Regional Opportunity	0.75	0.45	60%	0.007	0.018
Concord	2	ROW 13364	ROW Opportunity	9.62	4.24	44%	0.001	0.017
Concord	2	ROW 13763	ROW Opportunity	1.83	1.14	62%	0.003	0.017
Concord	2	ROW 14442	ROW Opportunity	1.54	0.81	53%	0.004	0.017
Concord	2	ROW 17045	ROW Opportunity	8.58	4.24	49%	0.001	0.017
Concord	2	ROW 18989	ROW Opportunity	1.44	0.71	49%	0.004	0.017
Concord	2	ROW 4337	ROW Opportunity	8.58	4.26	50%	0.001	0.017
Concord	2	ROW 5444	ROW Opportunity	7.67	3.18	41%	0.001	0.017
Concord	2	ROW 5808	ROW Opportunity	1.41	0.85	60%	0.004	0.017
Concord	2	ROW 7088	ROW Opportunity	5.53	2.70	49%	0.001	0.017
Concord	2	ROW 8374	ROW Opportunity	6.24	2.74	44%	0.001	0.017
Concord	2	Parcel 238207	Parcel-Based Opportunity	9.03	4.20	47%	0.001	0.017
Concord	2	Parcel 204041	Parcel-Based Opportunity	0.49	0.42	86%	0.010	0.017
Concord	2	Parcel 288737	Regional Opportunity	0.93	0.40	43%	0.005	0.017
Concord	2	Parcel 166238	Parcel-Based Opportunity	7.81	3.85	49%	0.001	0.017
Concord	2	Parcel 167541	Regional Opportunity	0.73	0.37	51%	0.006	0.017
Concord	2	ROW 18426	ROW Opportunity	5.82	3.22	55%	0.001	0.016
Concord	2	ROW 11295	ROW Opportunity	1.02	0.63	62%	0.005	0.016
Concord	2	ROW 13815	ROW Opportunity	4.98	2.54	51%	0.001	0.016
Concord	2	ROW 14488	ROW Opportunity	2.78	1.40	50%	0.002	0.016
Concord	2	ROW 16235	ROW Opportunity	4.82	2.25	47%	0.001	0.016
Concord	2	ROW 19300	ROW Opportunity	6.58	3.21	49%	0.001	0.016
Concord	2	ROW 3418	ROW Opportunity	8.49	3.91	46%	0.001	0.016
Concord	2	ROW 6349	ROW Opportunity	6.66	3.55	53%	0.001	0.016
Concord	2	Parcel 231117	Parcel-Based Opportunity	9.30	3.93	42%	0.001	0.016
Concord	2	Parcel 209201	Regional Opportunity	0.96	0.36	38%	0.005	0.016
Concord	2	Parcel 189945	Parcel-Based Opportunity	9.41	4.05	43%	0.001	0.016
Concord	2	ROW 10926	ROW Opportunity	8.71	4.01	46%	0.001	0.015
Concord	2	ROW 12001	ROW Opportunity	6.33	4.11	65%	0.001	0.015
Concord	2	ROW 12464	ROW Opportunity	6.99	3.40	49%	0.001	0.015
Concord	2	ROW 14169	ROW Opportunity	7.12	3.63	51%	0.001	0.015
Concord	2	ROW 14214	ROW Opportunity	1.27	0.73	57%	0.004	0.015
Concord	2	ROW 14589	ROW Opportunity	8.26	3.76	46%	0.001	0.015
Concord	2	ROW 15996	ROW Opportunity	1.51	0.82	54%	0.003	0.015
Concord	2	ROW 16812	ROW Opportunity	3.85	1.82	47%	0.002	0.015
Concord	2	ROW 16832	ROW Opportunity	4.69	2.13	45%	0.001	0.015
Concord	2	ROW 19307	ROW Opportunity	5.38	3.83	71%	0.001	0.015
Concord	2	ROW 21441	ROW Opportunity	7.99	3.70	46%	0.001	0.015
Concord	2	ROW 4958	ROW Opportunity	5.71	2.74	48%	0.001	0.015
Concord	2	ROW 5672	ROW Opportunity	2.80	1.35	48%	0.002	0.015
Concord	2	ROW 7089	ROW Opportunity	5.57	2.70	48%	0.001	0.015
Concord	2	ROW 9096	ROW Opportunity	7.26	3.76	52%	0.001	0.015
Concord	2	Parcel 200676	Parcel-Based Opportunity	5.03	3.86	77%	0.001	0.015
Concord	2	Parcel 193540	Parcel-Based Opportunity	7.39	3.59	49%	0.001	0.015
Concord	2	Parcel 228429	Parcel-Based Opportunity	8.15	3.64	45%	0.001	0.015
Concord	2	Parcel 211022	Parcel-Based Opportunity	7.84	3.86	49%	0.001	0.015
Concord	2	Parcel 210557	Regional Opportunity	0.59	0.34	58%	0.007	0.015
Concord	2	Parcel 149994	Parcel-Based Opportunity	10.00	3.69	37%	0.001	0.015
Concord	2	ROW 10430	ROW Opportunity	3.97	1.89	48%	0.001	0.014
Concord	2	ROW 11163	ROW Opportunity	0.60	0.49	82%	0.007	0.014
Concord	2	ROW 11347	ROW Opportunity	7.18	3.36	47%	0.001	0.014
Concord	2	ROW 13157	ROW Opportunity	10.52	4.40	42%	0.001	0.014
Concord	2	ROW 15822	ROW Opportunity	4.36	2.16	50%	0.001	0.014
Concord	2	ROW 17904	ROW Opportunity	2.21	1.14	52%	0.002	0.014
Concord	2	ROW 19257	ROW Opportunity	4.31	3.48	81%	0.001	0.014
Concord	2	ROW 5809	ROW Opportunity	0.74	0.49	66%	0.006	0.014
Concord	2	ROW 9449	ROW Opportunity	5.91	2.94	50%	0.001	0.014
Concord	2	planned 423	Planned Unlined Bioretention	0.45	0.32	71%	0.009	0.014
Concord	2	Parcel 212241	Parcel-Based Opportunity	10.42	3.26	31%	0.001	0.014

Agenda Item No. 7(A)

Attachment 2

Contra Costa Countywide Attainment Strategy
Attachment 1: Countywide Attainment Scenario Model Results

Jurisdiction	Permit	Project ID	Project Type	Area (Acres)	Impervious Area (Acres)	Percent Impervious	PCBs Yield (g/acre)	PCBs Mass reduced (g/yr)
Concord	2	Parcel 306186	Regional Opportunity	9.66	3.42	35%	0.001	0.014
Concord	2	Parcel 205796	Regional Opportunity	0.51	0.35	69%	0.008	0.014
Concord	2	Parcel 198111	Regional Opportunity	1.88	0.30	16%	0.003	0.014
Concord	2	Parcel 245777	Regional Opportunity	0.52	0.31	60%	0.008	0.014
Concord	2	ROW 13215	ROW Opportunity	10.87	4.95	46%	0.000	0.013
Concord	2	ROW 15854	ROW Opportunity	6.90	3.41	49%	0.001	0.013
Concord	2	ROW 3470	ROW Opportunity	3.85	1.96	51%	0.001	0.013
Concord	2	ROW 425	ROW Opportunity	3.93	1.83	47%	0.001	0.013
Concord	2	ROW 6675	ROW Opportunity	3.24	1.53	47%	0.002	0.013
Concord	2	ROW 9266	ROW Opportunity	3.06	1.20	39%	0.002	0.013
Concord	2	ROW 9426	ROW Opportunity	0.94	0.51	54%	0.004	0.013
Concord	2	Parcel 202662	Parcel-Based Opportunity	4.54	3.47	76%	0.001	0.013
Concord	2	Parcel 207366	Parcel-Based Opportunity	0.44	0.35	80%	0.009	0.013
Concord	2	Parcel 283640	Parcel-Based Opportunity	8.85	3.17	36%	0.001	0.013
Concord	2	Parcel 198956	Regional Opportunity	1.88	0.31	16%	0.002	0.013
Concord	2	Parcel 200446	Regional Opportunity	1.06	0.59	56%	0.004	0.013
Concord	2	Parcel 172659	Parcel-Based Opportunity	8.26	3.21	39%	0.001	0.013
Concord	2	Parcel 176235	Parcel-Based Opportunity	0.43	0.29	67%	0.009	0.013
Concord	2	Parcel 245349	Parcel-Based Opportunity	0.50	0.29	58%	0.007	0.013
Concord	2	ROW 10746	ROW Opportunity	5.86	2.84	48%	0.001	0.012
Concord	2	ROW 12239	ROW Opportunity	6.14	3.06	50%	0.001	0.012
Concord	2	ROW 12681	ROW Opportunity	6.89	3.12	45%	0.001	0.012
Concord	2	ROW 13166	ROW Opportunity	2.36	1.19	50%	0.002	0.012
Concord	2	ROW 14679	ROW Opportunity	6.33	3.08	49%	0.001	0.012
Concord	2	ROW 17761	ROW Opportunity	3.82	2.04	53%	0.001	0.012
Concord	2	ROW 18425	ROW Opportunity	2.25	1.39	62%	0.002	0.012
Concord	2	ROW 19367	ROW Opportunity	5.72	2.91	51%	0.001	0.012
Concord	2	ROW 19741	ROW Opportunity	15.61	6.71	43%	0.000	0.012
Concord	2	ROW 311	ROW Opportunity	4.66	2.30	49%	0.001	0.012
Concord	2	ROW 4967	ROW Opportunity	6.62	3.00	45%	0.001	0.012
Concord	2	ROW 7274	ROW Opportunity	5.67	2.85	50%	0.001	0.012
Concord	2	ROW 9397	ROW Opportunity	6.20	3.03	49%	0.001	0.012
Concord	2	Parcel 304455	Parcel-Based Opportunity	9.99	2.87	29%	0.001	0.012
Concord	2	ROW 1026	ROW Opportunity	6.02	2.70	45%	0.001	0.011
Concord	2	ROW 10444	ROW Opportunity	1.27	0.76	60%	0.003	0.011
Concord	2	ROW 13801	ROW Opportunity	3.61	1.92	53%	0.001	0.011
Concord	2	ROW 14604	ROW Opportunity	6.37	2.78	44%	0.001	0.011
Concord	2	ROW 15422	ROW Opportunity	3.73	1.82	49%	0.001	0.011
Concord	2	ROW 16761	ROW Opportunity	5.65	2.77	49%	0.001	0.011
Concord	2	ROW 19961	ROW Opportunity	5.36	2.71	51%	0.001	0.011
Concord	2	ROW 20887	ROW Opportunity	1.92	1.00	52%	0.002	0.011
Concord	2	ROW 2166	ROW Opportunity	4.72	3.21	68%	0.001	0.011
Concord	2	ROW 4343	ROW Opportunity	5.13	2.65	52%	0.001	0.011
Concord	2	ROW 6655	ROW Opportunity	5.76	2.88	50%	0.001	0.011
Concord	2	ROW 7547	ROW Opportunity	1.93	1.08	56%	0.002	0.011
Concord	2	ROW 840	ROW Opportunity	4.32	2.13	49%	0.001	0.011
Concord	2	ROW 9171	ROW Opportunity	5.93	2.70	46%	0.001	0.011
Concord	2	ROW 9371	ROW Opportunity	5.95	2.73	46%	0.001	0.011
Concord	2	Parcel 205395	Parcel-Based Opportunity	0.41	0.29	71%	0.008	0.011
Concord	2	ROW 10061	ROW Opportunity	4.84	2.42	50%	0.001	0.010
Concord	2	ROW 10733	ROW Opportunity	0.86	0.41	48%	0.004	0.010
Concord	2	ROW 11044	ROW Opportunity	5.41	2.45	45%	0.001	0.010
Concord	2	ROW 11477	ROW Opportunity	5.28	2.53	48%	0.001	0.010
Concord	2	ROW 12831	ROW Opportunity	4.96	2.38	48%	0.001	0.010
Concord	2	ROW 13104	ROW Opportunity	2.83	1.42	50%	0.002	0.010
Concord	2	ROW 1509	ROW Opportunity	5.06	2.54	50%	0.001	0.010
Concord	2	ROW 16114	ROW Opportunity	4.93	2.46	50%	0.001	0.010
Concord	2	ROW 17227	ROW Opportunity	3.24	2.61	81%	0.001	0.010
Concord	2	ROW 18522	ROW Opportunity	0.90	0.41	46%	0.003	0.010
Concord	2	ROW 18867	ROW Opportunity	0.57	0.30	53%	0.005	0.010
Concord	2	ROW 18875	ROW Opportunity	5.49	2.53	46%	0.001	0.010
Concord	2	ROW 1942	ROW Opportunity	5.76	2.61	45%	0.001	0.010
Concord	2	ROW 21082	ROW Opportunity	4.97	2.38	48%	0.001	0.010
Concord	2	ROW 4931	ROW Opportunity	5.95	2.64	44%	0.001	0.010
Concord	2	ROW 6969	ROW Opportunity	1.44	0.74	51%	0.003	0.010
Concord	2	ROW 7056	ROW Opportunity	5.25	2.45	47%	0.001	0.010
Concord	2	ROW 7644	ROW Opportunity	3.34	2.69	81%	0.001	0.010
Concord	2	ROW 8954	ROW Opportunity	3.65	1.80	49%	0.001	0.010
Concord	2	ROW 9917	ROW Opportunity	5.57	2.54	46%	0.001	0.010
Concord	2	Parcel 219241	Parcel-Based Opportunity	5.43	2.56	47%	0.001	0.010
Concord	2	Parcel 170641	Parcel-Based Opportunity	4.76	2.42	51%	0.001	0.010
Danville	2	ROW 16936	ROW Opportunity	26.82	15.17	57%	0.009	0.751
Danville	2	ROW 3153	ROW Opportunity	22.64	11.45	51%	0.005	0.352
Danville	2	ROW 19015	ROW Opportunity	21.59	9.08	42%	0.004	0.262
Danville	2	ROW 10363	ROW Opportunity	15.43	7.12	46%	0.006	0.253
Danville	2	ROW 8645	ROW Opportunity	6.20	3.01	49%	0.012	0.251
Danville	2	ROW 15495	ROW Opportunity	5.54	2.78	50%	0.013	0.239
Danville	2	ROW 5779	ROW Opportunity	28.86	11.93	41%	0.003	0.236
Danville	2	GIP 00587 / Parcel 5799	Parcel-Based Opportunity (aspirational)	2.40	1.78	74%	0.019	0.151
Danville	2	ROW 6494	ROW Opportunity	13.53	5.65	42%	0.003	0.123
Danville	2	ROW 7569	ROW Opportunity	4.71	1.79	38%	0.008	0.114
Danville	2	ROW 20439	ROW Opportunity	5.20	2.53	49%	0.007	0.105
Danville	2	ROW 6553	ROW Opportunity	22.66	7.42	33%	0.002	0.101
Danville	2	GIP 00586 / Parcel 5515	Parcel-Based Opportunity (aspirational)	2.95	1.12	38%	0.010	0.098
Danville	2	GIP 00584 / Parcel 5309	Parcel-Based Opportunity (aspirational)	1.65	1.09	66%	0.017	0.092
Danville	2	ROW 10751	ROW Opportunity	6.96	2.81	40%	0.005	0.088
Danville	2	Parcel 3595	Regional Opportunity	1.32	0.94	71%	0.018	0.081
Danville	2	GIP 00600	Regional Opportunity (aspirational)	1.39	0.89	64%	0.016	0.078
Danville	2	ROW 16231	ROW Opportunity	1.44	0.71	49%	0.013	0.064
Danville	2	ROW 2419	ROW Opportunity	1.41	0.74	52%	0.014	0.063
Danville	2	ROW 11030	ROW Opportunity	4.70	1.68	36%	0.005	0.062
Danville	2	GIP 00589 / Parcel 8214	Parcel-Based Opportunity (aspirational)	2.13	1.25	59%	0.009	0.061
Danville	2	ROW 15065	ROW Opportunity	3.27	1.45	44%	0.006	0.061
Danville	2	Parcel 84842	Regional Opportunity	2.50	1.28	51%	0.007	0.061

Agenda Item No. 7(A)

Attachment 2

Contra Costa Countywide Attainment Strategy
Attachment 1: Countywide Attainment Scenario Model Results

Jurisdiction	Permit	Project ID	Project Type	Area (Acres)	Impervious Area (Acres)	Percent Impervious	PCBs Yield (g/acre)	PCBs Mass reduced (g/yr)
Danville	2	ROW 8646	ROW Opportunity	1.33	0.71	53%	0.013	0.058
Danville	2	planned 56	Planned Creek/Marsh Restoration	28.05	7.45	27%	0.001	0.054
Danville	2	ROW 13678	ROW Opportunity	1.73	0.69	40%	0.009	0.051
Danville	2	ROW 6273	ROW Opportunity	1.21	0.60	50%	0.012	0.049
Danville	2	GIP 00599	Regional Opportunity (aspirational)	2.00	1.28	64%	0.007	0.048
Danville	2	GIP 00585 / Parcel 5364	Parcel-Based Opportunity (aspirational)	0.86	0.57	66%	0.016	0.047
Danville	2	ROW 7541	ROW Opportunity	4.06	1.59	39%	0.004	0.043
Danville	2	ROW 4229	ROW Opportunity	0.99	0.46	46%	0.013	0.042
Danville	2	ROW 8647	ROW Opportunity	1.24	0.61	49%	0.011	0.042
Danville	2	Parcel 5421	Regional Opportunity	0.73	0.42	58%	0.015	0.036
Danville	2	ROW 11350	ROW Opportunity	4.15	1.41	34%	0.003	0.035
Danville	2	ROW 5386	ROW Opportunity	10.48	3.17	30%	0.001	0.032
Danville	2	GIP 00590 / Parcel 10789	Parcel-Based Opportunity (aspirational)	8.03	1.22	15%	0.001	0.031
Danville	2	Parcel 5684	Regional Opportunity	0.63	0.35	56%	0.015	0.031
Danville	2	ROW 17662	ROW Opportunity	4.65	1.54	33%	0.003	0.030
Danville	2	ROW 20482	ROW Opportunity	4.31	1.27	29%	0.002	0.028
Danville	2	ROW 8243	ROW Opportunity	17.78	6.46	36%	0.001	0.028
Danville	2	ROW 1278	ROW Opportunity	2.38	1.11	47%	0.004	0.027
Danville	2	ROW 6485	ROW Opportunity	27.58	10.93	40%	0.000	0.026
Danville	2	ROW 7899	ROW Opportunity	5.60	1.66	30%	0.002	0.026
Danville	2	ROW 14380	ROW Opportunity	10.15	3.63	36%	0.001	0.025
Danville	2	ROW 2772	ROW Opportunity	8.64	2.88	33%	0.001	0.025
Danville	2	ROW 5569	ROW Opportunity	8.89	2.11	24%	0.001	0.025
Danville	2	ROW 6880	ROW Opportunity	4.97	1.50	30%	0.002	0.025
Danville	2	ROW 17254	ROW Opportunity	0.58	0.26	45%	0.012	0.024
Danville	2	ROW 3171	ROW Opportunity	9.06	3.83	42%	0.001	0.024
Danville	2	ROW 10398	ROW Opportunity	8.60	2.53	29%	0.001	0.023
Danville	2	ROW 18078	ROW Opportunity	4.08	1.19	29%	0.002	0.023
Danville	2	ROW 4663	ROW Opportunity	14.21	5.41	38%	0.001	0.023
Danville	2	ROW 6934	ROW Opportunity	7.87	2.54	32%	0.001	0.023
Danville	2	ROW 12934	ROW Opportunity	9.74	3.39	35%	0.001	0.021
Danville	2	ROW 16006	ROW Opportunity	3.00	1.95	65%	0.003	0.020
Danville	2	ROW 21104	ROW Opportunity	3.31	0.71	21%	0.002	0.020
Danville	2	ROW 13883	ROW Opportunity	5.95	1.96	33%	0.001	0.018
Danville	2	ROW 3169	ROW Opportunity	27.83	11.62	42%	0.000	0.018
Danville	2	ROW 19889	ROW Opportunity	2.38	0.83	35%	0.003	0.017
Danville	2	ROW 4459	ROW Opportunity	4.95	1.71	35%	0.001	0.017
Danville	2	ROW 6502	ROW Opportunity	3.58	1.36	38%	0.002	0.017
Danville	2	Parcel 7023	Parcel-Based Opportunity	4.47	2.08	47%	0.002	0.017
Danville	2	ROW 20045	ROW Opportunity	6.37	1.75	27%	0.001	0.016
Danville	2	ROW 7490	ROW Opportunity	5.22	2.31	44%	0.001	0.016
Danville	2	ROW 8595	ROW Opportunity	10.06	3.71	37%	0.001	0.016
Danville	2	ROW 10387	ROW Opportunity	4.17	1.86	45%	0.002	0.015
Danville	2	ROW 13940	ROW Opportunity	6.12	2.31	38%	0.001	0.015
Danville	2	Parcel 2847	Parcel-Based Opportunity	0.35	0.16	46%	0.012	0.015
Danville	2	ROW 3111	ROW Opportunity	6.77	1.67	25%	0.001	0.014
Danville	2	ROW 7016	ROW Opportunity	3.23	0.99	31%	0.002	0.014
Danville	2	Parcel 2825	Parcel-Based Opportunity	0.35	0.14	40%	0.011	0.014
Danville	2	ROW 10801	ROW Opportunity	10.16	3.65	36%	0.001	0.013
Danville	2	ROW 8639	ROW Opportunity	5.23	1.56	30%	0.001	0.013
Danville	2	ROW 12473	ROW Opportunity	2.77	0.92	33%	0.002	0.012
Danville	2	ROW 13144	ROW Opportunity	6.32	2.32	37%	0.001	0.012
Danville	2	ROW 14418	ROW Opportunity	7.93	2.81	35%	0.001	0.012
Danville	2	ROW 3170	ROW Opportunity	17.87	7.49	42%	0.000	0.012
Danville	2	ROW 8231	ROW Opportunity	3.49	1.32	38%	0.002	0.012
Danville	2	ROW 9408	ROW Opportunity	3.29	1.31	40%	0.002	0.012
Danville	2	ROW 11870	ROW Opportunity	3.31	0.88	27%	0.002	0.011
Danville	2	ROW 12945	ROW Opportunity	3.98	1.15	29%	0.001	0.011
Danville	2	ROW 3876	ROW Opportunity	2.83	1.65	58%	0.002	0.011
Danville	2	ROW 7424	ROW Opportunity	1.37	0.97	71%	0.003	0.011
Danville	2	Parcel 7198	Regional Opportunity	2.07	1.46	71%	0.003	0.011
Danville	2	Parcel 2786	Parcel-Based Opportunity	0.34	0.13	38%	0.009	0.011
Danville	2	ROW 16953	ROW Opportunity	3.02	0.93	31%	0.001	0.010
Danville	2	ROW 19866	ROW Opportunity	6.13	2.19	36%	0.001	0.010
Danville	2	ROW 2262	ROW Opportunity	4.67	1.69	36%	0.001	0.010
Danville	2	ROW 3224	ROW Opportunity	6.67	2.37	36%	0.001	0.010
Danville	2	Parcel 8521	Regional Opportunity	0.89	0.19	21%	0.003	0.010
El Cerrito	2	ROW 57	ROW Opportunity	20.16	12.24	61%	0.008	0.501
El Cerrito	2	ROW 15171	ROW Opportunity	5.98	3.48	58%	0.010	0.215
El Cerrito	2	ROW 55	ROW Opportunity	8.61	5.54	64%	0.008	0.212
El Cerrito	2	planned 99	Planned Unlined Bioretention	3.97	2.99	75%	0.011	0.152
El Cerrito	2	ROW 17243	ROW Opportunity	5.47	3.28	60%	0.007	0.129
El Cerrito	2	planned 131	Planned Unlined Bioretention	10.94	5.84	53%	0.004	0.113
El Cerrito	2	Parcel 120972	Parcel-Based Opportunity	4.68	2.01	43%	0.006	0.100
El Cerrito	2	ROW 9948	ROW Opportunity	3.37	2.16	64%	0.008	0.082
El Cerrito	2	Parcel 121635	Parcel-Based Opportunity	2.11	1.58	75%	0.010	0.071
El Cerrito	2	ROW 3506	ROW Opportunity	4.25	2.52	59%	0.006	0.070
El Cerrito	2	planned 98	Planned Unlined Bioretention	14.94	10.23	68%	0.002	0.068
El Cerrito	2	ROW 10275	ROW Opportunity	2.52	1.58	63%	0.008	0.065
El Cerrito	2	planned 122	Planned Unlined Bioretention	2.79	1.19	43%	0.006	0.060
El Cerrito	2	Parcel 120393	Parcel-Based Opportunity	2.79	1.19	43%	0.006	0.060
El Cerrito	2	ROW 9949	ROW Opportunity	8.99	5.41	60%	0.003	0.055
El Cerrito	2	ROW 6997	ROW Opportunity	2.01	1.26	63%	0.008	0.053
El Cerrito	2	ROW 20173	ROW Opportunity	1.18	0.68	58%	0.012	0.053
El Cerrito	2	ROW 3882	ROW Opportunity	7.74	4.70	61%	0.003	0.053
El Cerrito	2	ROW 5240	ROW Opportunity	14.23	7.45	52%	0.002	0.051
El Cerrito	2	ROW 12667	ROW Opportunity	7.60	4.07	54%	0.003	0.048
El Cerrito	2	ROW 15194	ROW Opportunity	2.45	1.67	68%	0.006	0.044
El Cerrito	2	Parcel 108912	Parcel-Based Opportunity	19.52	10.10	52%	0.001	0.042
El Cerrito	2	ROW 13601	ROW Opportunity	9.94	5.69	57%	0.002	0.038
El Cerrito	2	ROW 18539	ROW Opportunity	3.28	1.97	60%	0.004	0.038
El Cerrito	2	ROW 4566	ROW Opportunity	9.09	4.81	53%	0.002	0.037
El Cerrito	2	Parcel 128153	Parcel-Based Opportunity	2.55	1.76	69%	0.005	0.036
El Cerrito	2	ROW 9950	ROW Opportunity	2.05	1.31	64%	0.006	0.035

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Jurisdiction	Permit	Project ID	Project Type	Area (Acres)	Impervious Area (Acres)	Percent Impervious	PCBs Yield (g/acre)	PCBs Mass reduced (g/yr)
El Cerrito	2	planned 389	Planned Creek/Marsh Restoration	1.00	0.66	66%	0.011	0.035
El Cerrito	2	Parcel 133358	Regional Opportunity	1.27	0.75	59%	0.008	0.034
El Cerrito	2	ROW 13602	ROW Opportunity	7.52	4.21	56%	0.002	0.033
El Cerrito	2	ROW 11539	ROW Opportunity	0.79	0.54	68%	0.011	0.029
El Cerrito	2	ROW 13367	ROW Opportunity	8.37	4.33	52%	0.002	0.029
El Cerrito	2	ROW 2251	ROW Opportunity	4.66	2.74	59%	0.003	0.029
El Cerrito	2	ROW 3041	ROW Opportunity	1.55	0.94	61%	0.006	0.029
El Cerrito	2	ROW 6936	ROW Opportunity	9.70	5.56	57%	0.001	0.029
El Cerrito	2	ROW 1264	ROW Opportunity	6.94	3.84	55%	0.002	0.028
El Cerrito	2	Parcel 118487	Parcel-Based Opportunity	1.00	0.55	55%	0.008	0.027
El Cerrito	2	ROW 20541	ROW Opportunity	1.08	0.66	61%	0.008	0.026
El Cerrito	2	planned 89	Planned Unlined Bioretention	80.88	5.47	7%	0.000	0.026
El Cerrito	2	ROW 16009	ROW Opportunity	1.55	0.96	62%	0.005	0.025
El Cerrito	2	ROW 15096	ROW Opportunity	6.18	3.20	52%	0.002	0.024
El Cerrito	2	ROW 6938	ROW Opportunity	6.31	3.67	58%	0.002	0.024
El Cerrito	2	ROW 10958	ROW Opportunity	7.39	4.41	60%	0.001	0.023
El Cerrito	2	ROW 15895	ROW Opportunity	9.74	5.57	57%	0.001	0.023
El Cerrito	2	ROW 20026	ROW Opportunity	0.68	0.54	79%	0.010	0.023
El Cerrito	2	Parcel 129420	Parcel-Based Opportunity	9.98	5.33	53%	0.001	0.023
El Cerrito	2	Parcel 137929	Parcel-Based Opportunity	5.49	2.41	44%	0.002	0.023
El Cerrito	2	ROW 15894	ROW Opportunity	9.10	5.36	59%	0.001	0.022
El Cerrito	2	ROW 11691	ROW Opportunity	5.62	3.28	58%	0.002	0.021
El Cerrito	2	ROW 539	ROW Opportunity	6.98	3.97	57%	0.001	0.021
El Cerrito	2	ROW 20328	ROW Opportunity	4.46	2.50	56%	0.002	0.020
El Cerrito	2	ROW 3523	ROW Opportunity	5.21	2.90	56%	0.002	0.020
El Cerrito	2	ROW 10929	ROW Opportunity	5.36	3.22	60%	0.002	0.018
El Cerrito	2	ROW 11011	ROW Opportunity	4.83	2.80	58%	0.002	0.018
El Cerrito	2	ROW 14649	ROW Opportunity	0.60	0.40	67%	0.009	0.018
El Cerrito	2	ROW 10097	ROW Opportunity	6.15	3.70	60%	0.001	0.017
El Cerrito	2	ROW 15535	ROW Opportunity	4.95	2.77	56%	0.002	0.017
El Cerrito	2	ROW 20028	ROW Opportunity	0.50	0.39	78%	0.010	0.017
El Cerrito	2	ROW 20526	ROW Opportunity	4.64	2.70	58%	0.002	0.017
El Cerrito	2	ROW 6691	ROW Opportunity	7.35	4.29	58%	0.001	0.017
El Cerrito	2	ROW 6694	ROW Opportunity	6.59	3.78	57%	0.001	0.017
El Cerrito	2	ROW 16809	ROW Opportunity	4.87	2.71	56%	0.001	0.016
El Cerrito	2	ROW 6234	ROW Opportunity	1.67	0.95	57%	0.003	0.016
El Cerrito	2	ROW 6911	ROW Opportunity	3.73	2.13	57%	0.002	0.016
El Cerrito	2	ROW 6998	ROW Opportunity	2.36	1.37	58%	0.003	0.016
El Cerrito	2	planned 130	Planned Unlined Bioretention	0.45	0.37	82%	0.011	0.016
El Cerrito	2	ROW 21519	ROW Opportunity	3.43	2.17	63%	0.002	0.015
El Cerrito	2	ROW 3495	ROW Opportunity	0.56	0.36	64%	0.008	0.015
El Cerrito	2	ROW 6367	ROW Opportunity	0.63	0.42	67%	0.007	0.015
El Cerrito	2	Parcel 134601	Parcel-Based Opportunity	5.18	3.92	76%	0.001	0.015
El Cerrito	2	ROW 15196	ROW Opportunity	0.57	0.35	61%	0.007	0.014
El Cerrito	2	ROW 16545	ROW Opportunity	1.24	0.82	66%	0.004	0.014
El Cerrito	2	ROW 5254	ROW Opportunity	1.74	1.09	63%	0.003	0.014
El Cerrito	2	ROW 7864	ROW Opportunity	5.06	2.85	56%	0.001	0.014
El Cerrito	2	ROW 10955	ROW Opportunity	4.39	2.60	59%	0.001	0.013
El Cerrito	2	ROW 13600	ROW Opportunity	0.67	0.42	63%	0.006	0.013
El Cerrito	2	ROW 4340	ROW Opportunity	5.48	3.03	55%	0.001	0.013
El Cerrito	2	ROW 4650	ROW Opportunity	0.62	0.37	60%	0.007	0.013
El Cerrito	2	ROW 5917	ROW Opportunity	4.58	2.67	58%	0.001	0.013
El Cerrito	2	ROW 10802	ROW Opportunity	4.97	2.88	58%	0.001	0.012
El Cerrito	2	ROW 10953	ROW Opportunity	4.85	2.82	58%	0.001	0.012
El Cerrito	2	ROW 13910	ROW Opportunity	0.48	0.28	58%	0.008	0.012
El Cerrito	2	ROW 1672	ROW Opportunity	5.53	3.07	56%	0.001	0.012
El Cerrito	2	ROW 6511	ROW Opportunity	3.16	1.88	59%	0.002	0.012
El Cerrito	2	ROW 9947	ROW Opportunity	0.92	0.61	66%	0.005	0.012
El Cerrito	2	Parcel 376467	Parcel-Based Opportunity	5.15	2.93	57%	0.001	0.012
El Cerrito	2	ROW 6968	ROW Opportunity	0.48	0.36	75%	0.007	0.011
El Cerrito	2	ROW 10930	ROW Opportunity	3.54	2.10	59%	0.001	0.011
El Cerrito	2	ROW 9065	ROW Opportunity	2.03	1.20	59%	0.002	0.011
El Cerrito	2	Parcel 140018	Parcel-Based Opportunity	0.39	0.05	13%	0.008	0.011
El Cerrito	2	ROW 16823	ROW Opportunity	1.58	1.02	65%	0.003	0.010
El Cerrito	2	ROW 15090	ROW Opportunity	4.58	2.54	55%	0.001	0.010
El Cerrito	2	ROW 16543	ROW Opportunity	1.22	0.85	70%	0.003	0.010
El Cerrito	2	ROW 1711	ROW Opportunity	2.35	1.03	44%	0.002	0.010
El Cerrito	2	ROW 17280	ROW Opportunity	3.75	2.18	58%	0.001	0.010
El Cerrito	2	ROW 9952	ROW Opportunity	1.53	0.87	57%	0.003	0.010
El Cerrito	2	Parcel 120884	Regional Opportunity	0.59	0.21	36%	0.005	0.010
Hercules	2	Parcel 253834	Parcel-Based Opportunity	6.24	3.65	58%	0.034	0.860
Hercules	2	Parcel 258137	Parcel-Based Opportunity	11.26	2.85	25%	0.015	0.661
Hercules	2	ROW 1743	ROW Opportunity	10.93	4.33	40%	0.013	0.535
Hercules	2	ROW 15756	ROW Opportunity	4.43	2.04	46%	0.028	0.520
Hercules	2	ROW 13267	ROW Opportunity	3.21	1.44	45%	0.027	0.369
Hercules	2	ROW 20166	ROW Opportunity	8.49	3.53	42%	0.011	0.360
Hercules	2	ROW 16990	ROW Opportunity	5.26	1.32	25%	0.016	0.333
Hercules	2	ROW 16634	ROW Opportunity	3.21	1.39	43%	0.022	0.290
Hercules	2	Parcel 257979	Parcel-Based Opportunity	5.28	1.19	23%	0.013	0.283
Hercules	2	ROW 16909	ROW Opportunity	15.95	6.87	43%	0.005	0.260
Hercules	2	ROW 16911	ROW Opportunity	3.92	1.61	41%	0.016	0.247
Hercules	2	ROW 16090	ROW Opportunity	2.62	1.05	40%	0.022	0.243
Hercules	2	Parcel 257367	Parcel-Based Opportunity	3.87	0.86	22%	0.014	0.224
Hercules	2	ROW 14290	ROW Opportunity	6.27	2.06	33%	0.009	0.223
Hercules	2	ROW 6342	ROW Opportunity	2.63	0.75	29%	0.019	0.206
Hercules	2	ROW 19139	ROW Opportunity	3.17	0.80	25%	0.015	0.195
Hercules	2	ROW 18985	ROW Opportunity	21.38	7.42	35%	0.003	0.173
Hercules	2	Parcel 258157	Regional Opportunity	2.95	0.60	20%	0.014	0.167
Hercules	2	ROW 10622	ROW Opportunity	1.33	0.63	47%	0.028	0.160
Hercules	2	ROW 10623	ROW Opportunity	2.15	1.01	47%	0.017	0.153
Hercules	2	ROW 15482	ROW Opportunity	1.75	0.48	27%	0.020	0.141
Hercules	2	ROW 20676	ROW Opportunity	1.62	0.73	45%	0.021	0.140
Hercules	2	ROW 20171	ROW Opportunity	1.96	0.83	42%	0.016	0.125
Hercules	2	ROW 15483	ROW Opportunity	5.37	1.35	25%	0.006	0.115

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Hercules	2	Parcel 257429	Regional Opportunity	1.90	0.43	23%	0.015	0.111
Hercules	2	ROW 1748	ROW Opportunity	1.51	0.39	26%	0.018	0.109
Hercules	2	Parcel 256321	Parcel-Based Opportunity	2.36	0.25	11%	0.010	0.097
Hercules	2	ROW 19622	ROW Opportunity	2.25	0.81	36%	0.011	0.095
Hercules	2	ROW 1435	ROW Opportunity	1.57	0.35	22%	0.014	0.086
Hercules	2	ROW 13170	ROW Opportunity	0.60	0.27	45%	0.026	0.067
Hercules	2	Parcel 257692	Regional Opportunity	0.96	0.22	23%	0.015	0.059
Hercules	2	ROW 1791	ROW Opportunity	1.59	0.35	22%	0.009	0.058
Hercules	2	ROW 6380	ROW Opportunity	0.41	0.24	59%	0.033	0.058
Hercules	2	ROW 7393	ROW Opportunity	1.06	0.36	34%	0.014	0.057
Hercules	2	ROW 7699	ROW Opportunity	0.56	0.19	34%	0.023	0.054
Hercules	2	ROW 17257	ROW Opportunity	0.40	0.21	53%	0.030	0.052
Hercules	2	ROW 10624	ROW Opportunity	0.39	0.17	44%	0.027	0.044
Hercules	2	ROW 7341	ROW Opportunity	0.35	0.15	43%	0.026	0.039
Hercules	2	ROW 1079	ROW Opportunity	0.90	0.39	43%	0.010	0.033
Hercules	2	ROW 11067	ROW Opportunity	7.42	2.66	36%	0.002	0.033
Hercules	2	ROW 365	ROW Opportunity	0.21	0.11	52%	0.029	0.026
Hercules	2	Parcel 257844	Parcel-Based Opportunity	0.43	0.10	23%	0.015	0.025
Hercules	2	ROW 11619	ROW Opportunity	0.42	0.12	29%	0.015	0.024
Hercules	2	Parcel 257823	Parcel-Based Opportunity	0.37	0.08	22%	0.015	0.022
Hercules	2	Parcel 257685	Parcel-Based Opportunity	0.34	0.08	24%	0.015	0.020
Hercules	2	ROW 19683	ROW Opportunity	0.49	0.17	35%	0.010	0.019
Hercules	2	Parcel 260776	Parcel-Based Opportunity	11.52	2.65	23%	0.001	0.019
Hercules	2	Parcel 254443	Parcel-Based Opportunity	8.83	1.56	18%	0.001	0.016
Hercules	2	ROW 2481	ROW Opportunity	0.15	0.07	47%	0.022	0.014
Hercules	2	Parcel 255602	Parcel-Based Opportunity	13.98	5.74	41%	0.000	0.013
Hercules	2	ROW 21077	ROW Opportunity	1.10	0.21	19%	0.003	0.012
Hercules	2	ROW 17543	ROW Opportunity	0.12	0.04	33%	0.022	0.011
Hercules	2	Parcel 253250	Parcel-Based Opportunity	0.32	0.10	31%	0.008	0.010
Lafayette	2	ROW 8037	ROW Opportunity	4.09	2.48	61%	0.014	0.183
Lafayette	2	ROW 2243	ROW Opportunity	1.43	1.06	74%	0.032	0.167
Lafayette	2	ROW 12876	ROW Opportunity	6.73	3.27	49%	0.008	0.153
Lafayette	2	ROW 151	ROW Opportunity	3.55	2.15	61%	0.014	0.153
Lafayette	2	ROW 397	ROW Opportunity	10.95	2.47	23%	0.004	0.132
Lafayette	2	ROW 10450	ROW Opportunity	2.88	1.58	55%	0.013	0.126
Lafayette	2	ROW 8546	ROW Opportunity	30.28	4.86	16%	0.002	0.126
Lafayette	2	ROW 8982	ROW Opportunity	8.86	3.34	38%	0.004	0.097
Lafayette	2	ROW 2803	ROW Opportunity	2.21	1.37	62%	0.012	0.079
Lafayette	2	Parcel 375734	Parcel-Based Opportunity	29.49	9.07	31%	0.001	0.077
Lafayette	2	ROW 235	ROW Opportunity	2.40	1.49	62%	0.011	0.075
Lafayette	2	Parcel 22842	Parcel-Based Opportunity	26.65	4.08	15%	0.001	0.061
Lafayette	2	Parcel 38918	Parcel-Based Opportunity	17.79	6.51	37%	0.001	0.056
Lafayette	2	ROW 5749	ROW Opportunity	2.52	1.23	49%	0.007	0.051
Lafayette	2	ROW 16160	ROW Opportunity	13.26	2.44	18%	0.002	0.050
Lafayette	2	ROW 18657	ROW Opportunity	1.15	0.72	63%	0.013	0.045
Lafayette	2	ROW 6188	ROW Opportunity	2.68	1.13	42%	0.006	0.042
Lafayette	2	ROW 8493	ROW Opportunity	5.88	1.11	19%	0.003	0.041
Lafayette	2	Parcel 45274	Regional Opportunity	0.74	0.44	59%	0.016	0.040
Lafayette	2	ROW 12869	ROW Opportunity	11.00	2.85	26%	0.002	0.039
Lafayette	2	ROW 12445	ROW Opportunity	4.44	0.97	22%	0.003	0.037
Lafayette	2	ROW 17249	ROW Opportunity	4.54	1.96	43%	0.003	0.037
Lafayette	2	ROW 18068	ROW Opportunity	1.26	0.64	51%	0.010	0.037
Lafayette	2	ROW 15000	ROW Opportunity	1.59	0.80	50%	0.007	0.036
Lafayette	2	ROW 7204	ROW Opportunity	0.97	0.35	36%	0.011	0.034
Lafayette	2	ROW 17831	ROW Opportunity	14.18	3.00	21%	0.001	0.033
Lafayette	2	ROW 21105	ROW Opportunity	1.83	0.76	42%	0.006	0.030
Lafayette	2	ROW 18408	ROW Opportunity	7.32	1.94	27%	0.002	0.029
Lafayette	2	ROW 3774	ROW Opportunity	0.85	0.48	56%	0.011	0.029
Lafayette	2	ROW 7943	ROW Opportunity	9.50	1.66	17%	0.001	0.029
Lafayette	2	ROW 8461	ROW Opportunity	0.61	0.39	64%	0.015	0.029
Lafayette	2	Parcel 40931	Parcel-Based Opportunity	6.84	3.62	53%	0.002	0.029
Lafayette	2	Parcel 376452	Parcel-Based Opportunity	9.70	3.28	34%	0.001	0.029
Lafayette	2	Parcel 43618	Parcel-Based Opportunity	7.13	3.51	49%	0.002	0.029
Lafayette	2	ROW 13640	ROW Opportunity	2.39	0.70	29%	0.004	0.028
Lafayette	2	ROW 19821	ROW Opportunity	13.08	2.06	16%	0.001	0.027
Lafayette	2	ROW 8508	ROW Opportunity	1.56	0.60	38%	0.006	0.027
Lafayette	2	planned_546	Planned Creek/Marsh Restoration	2.12	0.60	28%	0.005	0.027
Lafayette	2	ROW 20225	ROW Opportunity	1.46	0.47	32%	0.006	0.026
Lafayette	2	ROW 11383	ROW Opportunity	8.22	1.99	24%	0.001	0.022
Lafayette	2	ROW 680	ROW Opportunity	1.59	0.67	42%	0.005	0.022
Lafayette	2	ROW 9300	ROW Opportunity	1.68	0.70	42%	0.005	0.022
Lafayette	2	ROW 12963	ROW Opportunity	5.60	1.60	29%	0.002	0.021
Lafayette	2	ROW 2256	ROW Opportunity	0.32	0.25	78%	0.020	0.021
Lafayette	2	ROW 155	ROW Opportunity	2.84	1.02	36%	0.003	0.020
Lafayette	2	ROW 2070	ROW Opportunity	2.66	1.20	45%	0.003	0.020
Lafayette	2	Parcel 41948	Regional Opportunity	0.54	0.21	39%	0.011	0.020
Lafayette	2	ROW 21071	ROW Opportunity	0.48	0.22	46%	0.012	0.018
Lafayette	2	ROW 14991	ROW Opportunity	0.74	0.22	30%	0.007	0.017
Lafayette	2	ROW 20798	ROW Opportunity	1.38	0.59	43%	0.005	0.017
Lafayette	2	ROW 18029	ROW Opportunity	5.83	1.14	20%	0.001	0.015
Lafayette	2	ROW 20971	ROW Opportunity	0.57	0.22	39%	0.008	0.015
Lafayette	2	ROW 7898	ROW Opportunity	7.71	1.06	14%	0.001	0.014
Lafayette	2	Parcel 40526	Parcel-Based Opportunity	0.40	0.12	30%	0.010	0.014
Lafayette	2	ROW 18768	ROW Opportunity	4.41	1.13	26%	0.001	0.013
Lafayette	2	ROW 2955	ROW Opportunity	3.77	0.91	24%	0.002	0.013
Lafayette	2	ROW 14844	ROW Opportunity	3.47	0.54	16%	0.002	0.012
Lafayette	2	ROW 20581	ROW Opportunity	2.06	0.66	32%	0.002	0.012
Lafayette	2	ROW 3114	ROW Opportunity	4.89	1.20	25%	0.001	0.012
Lafayette	2	Parcel 43103	Parcel-Based Opportunity	8.38	2.44	29%	0.001	0.012
Lafayette	2	ROW 11327	ROW Opportunity	5.07	1.07	21%	0.001	0.011
Lafayette	2	ROW 13216	ROW Opportunity	5.56	0.90	16%	0.001	0.011
Lafayette	2	ROW 16250	ROW Opportunity	2.49	0.97	39%	0.002	0.011
Lafayette	2	ROW 16635	ROW Opportunity	5.34	0.92	17%	0.001	0.011
Lafayette	2	ROW 18973	ROW Opportunity	3.41	0.90	26%	0.001	0.011

Agenda Item No. 7(A)

Attachment 2

Contra Costa Countywide Attainment Strategy
Attachment 1: Countywide Attainment Scenario Model Results

Jurisdiction	Permit	Project ID	Project Type	Area (Acres)	Impervious Area (Acres)	Percent Impervious	PCBs Yield (g/acre)	PCBs Mass reduced (g/yr)
Lafayette	2	ROW 9365	ROW Opportunity	3.71	1.19	32%	0.001	0.011
Lafayette	2	Parcel 104404	Parcel-Based Opportunity	7.73	0.73	9%	0.001	0.011
Lafayette	2	ROW 13133	ROW Opportunity	4.17	0.92	22%	0.001	0.010
Lafayette	2	ROW 16620	ROW Opportunity	4.96	0.85	17%	0.001	0.010
Lafayette	2	ROW 2059	ROW Opportunity	4.09	0.70	17%	0.001	0.010
Lafayette	2	ROW 2177	ROW Opportunity	4.87	0.90	18%	0.001	0.010
Lafayette	2	ROW 4253	ROW Opportunity	0.63	0.32	51%	0.005	0.010
Lafayette	2	ROW 5759	ROW Opportunity	4.91	0.98	20%	0.001	0.010
Martinez	2	planned 7	Planned Creek/Marsh Restoration	94.31	39.77	42%	0.018	6.741
Martinez	2	ROW 11847	ROW Opportunity	18.15	11.75	65%	0.030	2.289
Martinez	2	ROW 9312	ROW Opportunity	15.70	8.30	53%	0.019	1.200
Martinez	2	Parcel 256879	Parcel-Based Opportunity	4.53	3.61	80%	0.044	0.843
Martinez	2	Parcel 258271	Regional Opportunity	11.25	3.16	28%	0.016	0.738
Martinez	2	ROW 2615	ROW Opportunity	4.67	2.85	61%	0.029	0.568
Martinez	2	ROW 17609	ROW Opportunity	3.03	1.75	58%	0.034	0.431
Martinez	2	ROW 1199	ROW Opportunity	10.11	5.56	55%	0.009	0.350
Martinez	2	ROW 12654	ROW Opportunity	2.07	1.21	58%	0.035	0.299
Martinez	2	Parcel 224745	Parcel-Based Opportunity	12.27	5.56	45%	0.006	0.273
Martinez	2	Parcel 256618	Regional Opportunity	1.53	1.15	75%	0.042	0.270
Martinez	2	ROW 9751	ROW Opportunity	3.94	1.30	33%	0.016	0.263
Martinez	2	ROW 1704	ROW Opportunity	2.43	1.03	42%	0.026	0.261
Martinez	2	ROW 613	ROW Opportunity	44.88	20.72	46%	0.002	0.257
Martinez	2	Parcel 257598	Parcel-Based Opportunity	4.12	0.90	22%	0.014	0.241
Martinez	2	ROW 11018	ROW Opportunity	1.72	0.97	56%	0.033	0.237
Martinez	2	ROW 2610	ROW Opportunity	2.98	0.86	29%	0.018	0.218
Martinez	2	ROW 6722	ROW Opportunity	3.14	1.29	41%	0.017	0.214
Martinez	2	ROW 7179	ROW Opportunity	6.38	3.19	50%	0.008	0.192
Martinez	2	ROW 14509	ROW Opportunity	5.63	2.94	52%	0.009	0.176
Martinez	2	ROW 12653	ROW Opportunity	1.13	0.68	60%	0.035	0.165
Martinez	2	ROW 1198	ROW Opportunity	20.20	10.22	51%	0.003	0.158
Martinez	2	Parcel 257469	Parcel-Based Opportunity	1.47	0.63	43%	0.025	0.155
Martinez	2	ROW 2021	ROW Opportunity	3.08	1.19	39%	0.012	0.154
Martinez	2	Parcel 257037	Parcel-Based Opportunity	1.31	0.60	46%	0.027	0.148
Martinez	2	ROW 11846	ROW Opportunity	1.07	0.66	62%	0.031	0.141
Martinez	2	ROW 6258	ROW Opportunity	1.28	0.54	42%	0.025	0.138
Martinez	2	ROW 13093	ROW Opportunity	19.22	8.75	46%	0.003	0.136
Martinez	2	ROW 15102	ROW Opportunity	1.17	0.49	42%	0.026	0.126
Martinez	2	ROW 12899	ROW Opportunity	23.68	11.07	47%	0.002	0.123
Martinez	2	ROW 6843	ROW Opportunity	7.57	3.72	49%	0.005	0.119
Martinez	2	ROW 12656	ROW Opportunity	1.13	0.45	40%	0.024	0.114
Martinez	2	Parcel 259273	Parcel-Based Opportunity	53.05	7.73	15%	0.001	0.110
Martinez	2	planned 375	Planned Unlined Bioretention	0.69	0.47	68%	0.036	0.104
Martinez	2	Parcel 256439	Parcel-Based Opportunity	6.52	4.34	67%	0.005	0.100
Martinez	2	ROW 11617	ROW Opportunity	6.23	3.68	59%	0.005	0.098
Martinez	2	ROW 3734	ROW Opportunity	10.53	5.59	53%	0.003	0.090
Martinez	2	ROW 4932	ROW Opportunity	2.88	1.64	57%	0.008	0.089
Martinez	2	ROW 15103	ROW Opportunity	0.78	0.33	42%	0.026	0.085
Martinez	2	Parcel 257604	Parcel-Based Opportunity	5.42	1.42	26%	0.004	0.081
Martinez	2	ROW 7416	ROW Opportunity	0.97	0.55	57%	0.020	0.078
Martinez	2	ROW 2023	ROW Opportunity	6.59	0.76	12%	0.003	0.076
Martinez	2	ROW 12901	ROW Opportunity	3.64	1.75	48%	0.005	0.070
Martinez	2	ROW 2910	ROW Opportunity	0.47	0.34	72%	0.035	0.069
Martinez	2	Parcel 229067	Regional Opportunity	2.22	1.53	69%	0.008	0.068
Martinez	2	ROW 14854	ROW Opportunity	1.55	1.06	68%	0.012	0.067
Martinez	2	ROW 20611	ROW Opportunity	5.57	3.21	58%	0.004	0.066
Martinez	2	ROW 10676	ROW Opportunity	2.73	1.61	59%	0.007	0.065
Martinez	2	ROW 7853	ROW Opportunity	7.02	3.11	44%	0.003	0.064
Martinez	2	ROW 15451	ROW Opportunity	4.14	2.09	50%	0.005	0.062
Martinez	2	ROW 19814	ROW Opportunity	0.69	0.24	35%	0.021	0.061
Martinez	2	ROW 629	ROW Opportunity	5.08	1.83	36%	0.004	0.060
Martinez	2	ROW 12109	ROW Opportunity	0.35	0.24	69%	0.040	0.058
Martinez	2	Parcel 259114	Parcel-Based Opportunity	9.40	2.23	24%	0.002	0.057
Martinez	2	ROW 11811	ROW Opportunity	3.12	1.63	52%	0.005	0.054
Martinez	2	Parcel 256442	Regional Opportunity	1.80	1.30	72%	0.008	0.053
Martinez	2	Parcel 251682	Parcel-Based Opportunity	32.13	8.78	27%	0.001	0.045
Martinez	2	Parcel 256990	Regional Opportunity	1.38	0.32	23%	0.008	0.043
Martinez	2	ROW 6892	ROW Opportunity	1.90	1.20	63%	0.006	0.040
Martinez	2	ROW 15020	ROW Opportunity	9.04	2.92	32%	0.002	0.039
Martinez	2	ROW 8221	ROW Opportunity	6.16	3.05	50%	0.002	0.039
Martinez	2	Parcel 232523	Regional Opportunity	1.40	0.76	54%	0.007	0.039
Martinez	2	ROW 610	ROW Opportunity	15.31	6.60	43%	0.001	0.034
Martinez	2	ROW 3856	ROW Opportunity	20.44	8.96	44%	0.001	0.034
Martinez	2	planned 372	Planned Unlined Bioretention	1.66	0.92	55%	0.006	0.033
Martinez	2	Parcel 256108	Regional Opportunity	0.92	0.73	79%	0.010	0.032
Martinez	2	Parcel 258236	Parcel-Based Opportunity	0.33	0.22	67%	0.024	0.032
Martinez	2	ROW 6905	ROW Opportunity	1.95	0.94	48%	0.005	0.030
Martinez	2	Parcel 222314	Regional Opportunity	1.35	0.61	45%	0.006	0.030
Martinez	2	Parcel 255702	Regional Opportunity	0.92	0.66	72%	0.009	0.029
Martinez	2	Parcel 256354	Regional Opportunity	0.89	0.65	73%	0.009	0.029
Martinez	2	ROW 8871	ROW Opportunity	2.44	1.23	50%	0.004	0.028
Martinez	2	ROW 6891	ROW Opportunity	7.35	3.61	49%	0.002	0.027
Martinez	2	Parcel 256320	Regional Opportunity	0.91	0.61	67%	0.008	0.027
Martinez	2	Parcel 256422	Regional Opportunity	0.76	0.50	66%	0.010	0.027
Martinez	2	Parcel 253376	Regional Opportunity	1.62	0.94	58%	0.005	0.026
Martinez	2	Parcel 254721	Regional Opportunity	1.16	0.53	46%	0.006	0.024
Martinez	2	ROW 7604	ROW Opportunity	2.87	1.45	51%	0.003	0.023
Martinez	2	Parcel 224949	Regional Opportunity	0.86	0.49	57%	0.008	0.023
Martinez	2	Parcel 237827	Regional Opportunity	0.71	0.52	73%	0.009	0.023
Martinez	2	Parcel 256502	Parcel-Based Opportunity	0.42	0.31	74%	0.014	0.023
Martinez	2	Parcel 253818	Parcel-Based Opportunity	13.01	5.66	44%	0.001	0.023
Martinez	2	ROW 20289	ROW Opportunity	7.12	3.17	45%	0.001	0.022
Martinez	2	ROW 14857	ROW Opportunity	17.86	8.48	47%	0.000	0.022
Martinez	2	ROW 7211	ROW Opportunity	6.08	2.85	47%	0.002	0.022
Martinez	2	Parcel 258083	Parcel-Based Opportunity	35.65	4.18	12%	0.000	0.021

Agenda Item No. 7(A)

Attachment 2

Contra Costa Countywide Attainment Strategy
Attachment 1: Countywide Attainment Scenario Model Results

Jurisdiction	Permit	Project ID	Project Type	Area (Acres)	Impervious Area (Acres)	Percent Impervious	PCBs Yield (g/acre)	PCBs Mass reduced (g/yr)
Martinez	2	ROW 2025	ROW Opportunity	9.51	4.84	51%	0.001	0.020
Martinez	2	Parcel 243866	Parcel-Based Opportunity	14.00	5.43	39%	0.001	0.020
Martinez	2	ROW 14205	ROW Opportunity	6.33	3.34	53%	0.001	0.019
Martinez	2	ROW 20345	ROW Opportunity	5.01	2.30	46%	0.002	0.019
Martinez	2	ROW 9574	ROW Opportunity	1.17	0.62	53%	0.005	0.019
Martinez	2	Parcel 223914	Regional Opportunity	0.85	0.39	46%	0.006	0.019
Martinez	2	Parcel 258983	Regional Opportunity	122.27	7.70	6%	0.000	0.019
Martinez	2	ROW 16176	ROW Opportunity	9.36	4.21	45%	0.001	0.018
Martinez	2	ROW 631	ROW Opportunity	3.69	1.73	47%	0.002	0.018
Martinez	2	Parcel 255585	Regional Opportunity	0.57	0.42	74%	0.009	0.018
Martinez	2	ROW 6965	ROW Opportunity	3.36	1.76	52%	0.002	0.017
Martinez	2	ROW 9879	ROW Opportunity	0.73	0.41	56%	0.007	0.017
Martinez	2	Parcel 225041	Regional Opportunity	0.74	0.35	47%	0.007	0.017
Martinez	2	planned 376	Planned Unlined Bioretention	0.53	0.37	70%	0.009	0.016
Martinez	2	Parcel 253606	Parcel-Based Opportunity	0.49	0.36	73%	0.009	0.016
Martinez	2	Parcel 255151	Regional Opportunity	0.55	0.35	64%	0.008	0.016
Martinez	2	ROW 12471	ROW Opportunity	5.06	2.37	47%	0.001	0.015
Martinez	2	ROW 12911	ROW Opportunity	4.33	2.19	51%	0.002	0.015
Martinez	2	Parcel 225722	Parcel-Based Opportunity	0.34	0.06	18%	0.011	0.015
Martinez	2	ROW 12492	ROW Opportunity	5.90	2.58	44%	0.001	0.014
Martinez	2	ROW 14285	ROW Opportunity	3.17	1.67	53%	0.002	0.014
Martinez	2	ROW 14410	ROW Opportunity	0.55	0.30	55%	0.007	0.014
Martinez	2	ROW 1464	ROW Opportunity	1.92	0.74	39%	0.003	0.014
Martinez	2	ROW 20556	ROW Opportunity	1.78	0.79	44%	0.003	0.014
Martinez	2	ROW 7828	ROW Opportunity	1.92	0.94	49%	0.003	0.014
Martinez	2	ROW 9180	ROW Opportunity	1.23	0.59	48%	0.004	0.014
Martinez	2	ROW 4933	ROW Opportunity	2.81	1.45	52%	0.002	0.013
Martinez	2	ROW 12005	ROW Opportunity	1.77	0.96	54%	0.003	0.013
Martinez	2	Parcel 255587	Parcel-Based Opportunity	0.37	0.29	78%	0.010	0.013
Martinez	2	ROW 14540	ROW Opportunity	0.51	0.25	49%	0.007	0.012
Martinez	2	ROW 15897	ROW Opportunity	3.30	1.73	52%	0.002	0.012
Martinez	2	ROW 20804	ROW Opportunity	4.55	2.34	51%	0.001	0.012
Martinez	2	ROW 4230	ROW Opportunity	1.56	0.52	33%	0.003	0.012
Martinez	2	ROW 6703	ROW Opportunity	0.74	0.43	58%	0.005	0.012
Martinez	2	Parcel 214775	Parcel-Based Opportunity	9.97	2.81	28%	0.001	0.012
Martinez	2	Parcel 238844	Parcel-Based Opportunity	14.31	3.94	28%	0.000	0.012
Martinez	2	ROW 12317	ROW Opportunity	0.64	0.34	53%	0.005	0.011
Martinez	2	ROW 16580	ROW Opportunity	1.80	0.75	42%	0.002	0.011
Martinez	2	ROW 20704	ROW Opportunity	5.72	2.55	45%	0.001	0.011
Martinez	2	planned 373	Planned Unlined Bioretention	1.59	0.50	31%	0.002	0.011
Martinez	2	Parcel 240285	Parcel-Based Opportunity	11.54	3.74	32%	0.000	0.011
Martinez	2	Parcel 256903	Parcel-Based Opportunity	0.23	0.11	48%	0.012	0.011
Martinez	2	Parcel 255494	Parcel-Based Opportunity	0.28	0.25	89%	0.011	0.011
Martinez	2	Parcel 252998	Parcel-Based Opportunity	8.29	4.83	58%	0.000	0.011
Martinez	2	ROW 12318	ROW Opportunity	2.07	1.11	54%	0.002	0.010
Martinez	2	ROW 19347	ROW Opportunity	0.79	0.42	53%	0.004	0.010
Martinez	2	ROW 3406	ROW Opportunity	5.91	2.42	41%	0.001	0.010
Martinez	2	ROW 8404	ROW Opportunity	1.34	0.67	50%	0.003	0.010
Martinez	2	Parcel 224976	Parcel-Based Opportunity	0.45	0.21	47%	0.006	0.010
Martinez	2	Parcel 255781	Parcel-Based Opportunity	0.46	0.23	50%	0.006	0.010
Moraga	2	ROW 17250	ROW Opportunity	11.07	3.64	33%	0.016	0.647
Moraga	2	planned 1316	Planned Unlined Bioretention	2.98	1.05	35%	0.026	0.293
Moraga	2	Parcel 10950	Regional Opportunity	1.14	0.34	30%	0.041	0.185
Moraga	2	Parcel 10961	Regional Opportunity	1.15	0.30	26%	0.037	0.170
Moraga	2	ROW 12878	ROW Opportunity	4.53	1.88	42%	0.008	0.111
Moraga	2	Parcel 26092	Parcel-Based Opportunity	38.99	10.31	26%	0.001	0.106
Moraga	2	ROW 12881	ROW Opportunity	11.85	3.71	31%	0.003	0.072
Moraga	2	Parcel 12163	Parcel-Based Opportunity	43.07	7.49	17%	0.001	0.069
Moraga	2	Parcel 13537	Parcel-Based Opportunity	50.27	8.81	18%	0.000	0.067
Moraga	2	Parcel 7723	Parcel-Based Opportunity	24.01	5.65	24%	0.001	0.056
Moraga	2	ROW 3145	ROW Opportunity	19.33	5.50	28%	0.001	0.049
Moraga	2	ROW 10626	ROW Opportunity	13.66	3.97	29%	0.001	0.041
Moraga	2	ROW 4748	ROW Opportunity	14.73	3.93	27%	0.001	0.041
Moraga	2	ROW 3392	ROW Opportunity	10.09	4.09	41%	0.002	0.032
Moraga	2	ROW 19295	ROW Opportunity	9.79	2.99	31%	0.001	0.030
Moraga	2	Parcel 6384	Parcel-Based Opportunity	9.48	3.19	34%	0.002	0.030
Moraga	2	ROW 15965	ROW Opportunity	9.83	3.12	32%	0.001	0.028
Moraga	2	ROW 16744	ROW Opportunity	10.16	2.83	28%	0.001	0.027
Moraga	2	ROW 16992	ROW Opportunity	8.35	2.44	29%	0.001	0.023
Moraga	2	planned 150	Planned Creek/Marsh Restoration	9.22	0.93	10%	0.001	0.015
Moraga	2	ROW 3874	ROW Opportunity	4.29	1.72	40%	0.001	0.013
Moraga	2	Parcel 12154	Parcel-Based Opportunity	7.49	1.19	16%	0.001	0.013
Moraga	2	ROW 20532	ROW Opportunity	3.80	1.22	32%	0.002	0.012
Moraga	2	ROW 5547	ROW Opportunity	4.78	1.26	26%	0.001	0.012
Moraga	2	ROW 5710	ROW Opportunity	4.70	1.16	25%	0.001	0.012
Moraga	2	Parcel 12566	Parcel-Based Opportunity	19.96	2.68	13%	0.000	0.012
Moraga	2	Parcel 13376	Parcel-Based Opportunity	9.49	0.66	7%	0.001	0.012
Moraga	2	Parcel 13461	Parcel-Based Opportunity	4.70	1.31	28%	0.001	0.012
Moraga	2	ROW 20599	ROW Opportunity	3.96	1.17	30%	0.001	0.011
Moraga	2	ROW 3147	ROW Opportunity	3.36	1.24	37%	0.002	0.011
Moraga	2	Parcel 9225	Parcel-Based Opportunity	6.43	1.25	19%	0.001	0.011
Moraga	2	ROW 12598	ROW Opportunity	3.52	1.17	33%	0.001	0.010
Moraga	2	ROW 21343	ROW Opportunity	3.59	1.02	28%	0.001	0.010
Moraga	2	Parcel 3748	Parcel-Based Opportunity	8.12	0.56	7%	0.001	0.010
Orinda	2	ROW 21614	ROW Opportunity	31.32	10.62	34%	0.002	0.104
Orinda	2	Parcel 44823	Parcel-Based Opportunity	16.20	4.76	29%	0.001	0.046
Orinda	2	Parcel 46205	Parcel-Based Opportunity	22.26	2.96	13%	0.001	0.041
Orinda	2	ROW 9556	ROW Opportunity	15.77	2.91	18%	0.001	0.034
Orinda	2	Parcel 13835	Parcel-Based Opportunity	11.63	3.16	27%	0.001	0.030
Orinda	2	Parcel 49552	Parcel-Based Opportunity	28.42	2.67	9%	0.000	0.029
Orinda	2	ROW 1107	ROW Opportunity	7.07	1.26	18%	0.001	0.018
Orinda	2	ROW 11198	ROW Opportunity	11.30	1.45	13%	0.001	0.018
Orinda	2	Parcel 29088	Parcel-Based Opportunity	6.41	1.86	29%	0.001	0.018
Orinda	2	ROW 19957	ROW Opportunity	9.06	1.12	12%	0.001	0.017

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Attachment 2

Contra Costa Countywide Attainment Strategy
Attachment 1: Countywide Attainment Scenario Model Results

Jurisdiction	Permit	Project ID	Project Type	Area (Acres)	Impervious Area (Acres)	Percent Impervious	PCBs Yield (g/acre)	PCBs Mass reduced (g/yr)
Orinda	2	ROW 9077	ROW Opportunity	7.88	1.15	15%	0.001	0.017
Orinda	2	ROW 4721	ROW Opportunity	6.01	1.19	20%	0.001	0.015
Orinda	2	Parcel 47119	Parcel-Based Opportunity	10.58	0.76	7%	0.001	0.014
Orinda	2	Parcel 36062	Parcel-Based Opportunity	3.19	1.35	42%	0.002	0.013
Orinda	2	ROW 7202	ROW Opportunity	5.07	0.93	18%	0.001	0.011
Pinole	2	Parcel 254723	Parcel-Based Opportunity	4.41	2.14	49%	0.030	0.532
Pinole	2	ROW 16912	ROW Opportunity	10.96	5.87	54%	0.008	0.283
Pinole	2	ROW 19218	ROW Opportunity	7.85	3.87	49%	0.006	0.158
Pinole	2	ROW 14911	ROW Opportunity	4.68	2.63	56%	0.009	0.147
Pinole	2	ROW 14916	ROW Opportunity	9.85	4.50	46%	0.005	0.141
Pinole	2	ROW 20585	ROW Opportunity	1.13	0.71	63%	0.027	0.122
Pinole	2	ROW 1018	ROW Opportunity	2.13	1.30	61%	0.008	0.059
Pinole	2	ROW 15540	ROW Opportunity	8.95	3.99	45%	0.003	0.059
Pinole	2	Parcel 230897	Regional Opportunity	2.72	1.22	45%	0.006	0.056
Pinole	2	ROW 15484	ROW Opportunity	0.95	0.39	41%	0.014	0.052
Pinole	2	ROW 18207	ROW Opportunity	0.78	0.47	60%	0.017	0.050
Pinole	2	ROW 14605	ROW Opportunity	2.38	1.39	58%	0.006	0.047
Pinole	2	Parcel 230869	Regional Opportunity	1.51	0.94	62%	0.009	0.044
Pinole	2	Parcel 232274	Parcel-Based Opportunity	22.08	9.87	45%	0.001	0.040
Pinole	2	ROW 6874	ROW Opportunity	9.82	4.43	45%	0.002	0.038
Pinole	2	ROW 7727	ROW Opportunity	0.61	0.33	54%	0.014	0.033
Pinole	2	Parcel 221780	Regional Opportunity	3.09	1.00	32%	0.003	0.032
Pinole	2	ROW 7150	ROW Opportunity	2.17	1.19	55%	0.005	0.030
Pinole	2	Parcel 245647	Regional Opportunity	0.88	0.67	76%	0.010	0.029
Pinole	2	Parcel 247794	Parcel-Based Opportunity	0.30	0.08	27%	0.019	0.023
Pinole	2	ROW 12194	ROW Opportunity	3.86	1.94	50%	0.002	0.022
Pinole	2	ROW 3363	ROW Opportunity	5.11	2.55	50%	0.002	0.022
Pinole	2	ROW 5887	ROW Opportunity	13.54	5.22	39%	0.001	0.022
Pinole	2	Parcel 245383	Regional Opportunity	0.65	0.49	75%	0.010	0.022
Pinole	2	ROW 5599	ROW Opportunity	1.98	1.15	58%	0.004	0.021
Pinole	2	ROW 15034	ROW Opportunity	1.70	0.94	55%	0.004	0.020
Pinole	2	Parcel 243023	Parcel-Based Opportunity	9.49	5.01	53%	0.001	0.020
Pinole	2	ROW 13497	ROW Opportunity	6.04	3.06	51%	0.002	0.019
Pinole	2	ROW 17159	ROW Opportunity	7.51	3.24	43%	0.001	0.019
Pinole	2	ROW 5886	ROW Opportunity	4.30	2.40	56%	0.002	0.018
Pinole	2	Parcel 219618	Parcel-Based Opportunity	13.15	4.37	33%	0.001	0.018
Pinole	2	Parcel 247475	Parcel-Based Opportunity	0.12	0.08	67%	0.038	0.018
Pinole	2	ROW 1742	ROW Opportunity	4.13	1.95	47%	0.002	0.017
Pinole	2	ROW 11596	ROW Opportunity	0.67	0.39	58%	0.007	0.016
Pinole	2	ROW 15440	ROW Opportunity	1.90	0.96	51%	0.003	0.016
Pinole	2	ROW 4012	ROW Opportunity	1.39	0.72	52%	0.004	0.016
Pinole	2	ROW 306	ROW Opportunity	1.68	0.94	56%	0.003	0.015
Pinole	2	ROW 1017	ROW Opportunity	0.97	0.42	43%	0.005	0.014
Pinole	2	ROW 13999	ROW Opportunity	0.44	0.22	50%	0.009	0.014
Pinole	2	ROW 293	ROW Opportunity	2.06	1.13	55%	0.003	0.014
Pinole	2	ROW 15441	ROW Opportunity	0.57	0.38	67%	0.007	0.013
Pinole	2	ROW 15478	ROW Opportunity	1.37	0.77	56%	0.003	0.013
Pinole	2	ROW 16159	ROW Opportunity	1.46	0.86	59%	0.003	0.013
Pinole	2	ROW 14913	ROW Opportunity	3.64	1.88	52%	0.002	0.012
Pinole	2	ROW 16077	ROW Opportunity	1.72	0.80	47%	0.003	0.012
Pinole	2	ROW 7141	ROW Opportunity	1.41	0.78	55%	0.003	0.012
Pinole	2	Parcel 244914	Parcel-Based Opportunity	0.42	0.28	67%	0.009	0.012
Pinole	2	Parcel 249339	Regional Opportunity	0.52	0.26	50%	0.007	0.012
Pinole	2	ROW 14440	ROW Opportunity	1.13	0.42	37%	0.003	0.011
Pinole	2	ROW 1021	ROW Opportunity	1.11	0.49	44%	0.003	0.011
Pinole	2	ROW 4571	ROW Opportunity	5.72	2.53	44%	0.001	0.011
Pinole	2	ROW 15889	ROW Opportunity	0.51	0.20	39%	0.006	0.010
Pinole	2	ROW 646	ROW Opportunity	4.57	2.48	54%	0.001	0.010
Pinole	2	Parcel 249605	Parcel-Based Opportunity	4.61	0.72	16%	0.001	0.010
Pinole	2	Parcel 246543	Parcel-Based Opportunity	0.40	0.23	58%	0.008	0.010
Pittsburg	2	Parcel 352273	Parcel-Based Opportunity	22.24	7.16	32%	0.020	1.973
Pittsburg	2	ROW 6199	ROW Opportunity	17.07	9.41	55%	0.023	1.681
Pittsburg	2	ROW 13238	ROW Opportunity	17.62	9.84	56%	0.016	1.119
Pittsburg	2	ROW 11361	ROW Opportunity	11.26	7.09	63%	0.019	0.891
Pittsburg	2	ROW 7663	ROW Opportunity	8.79	5.55	63%	0.024	0.887
Pittsburg	2	ROW 4315	ROW Opportunity	3.78	2.84	75%	0.040	0.661
Pittsburg	2	ROW 14954	ROW Opportunity	7.36	4.19	57%	0.020	0.642
Pittsburg	2	ROW 2265	ROW Opportunity	3.43	2.47	72%	0.038	0.568
Pittsburg	2	ROW 14958	ROW Opportunity	4.91	3.47	71%	0.026	0.548
Pittsburg	2	Parcel 366531	Parcel-Based Opportunity	6.87	2.53	37%	0.015	0.449
Pittsburg	2	ROW 14798	ROW Opportunity	3.48	2.15	62%	0.028	0.412
Pittsburg	2	ROW 1954	ROW Opportunity	2.50	1.71	68%	0.037	0.401
Pittsburg	2	ROW 3090	ROW Opportunity	5.95	3.72	63%	0.014	0.342
Pittsburg	2	ROW 11359	ROW Opportunity	13.31	7.75	58%	0.007	0.342
Pittsburg	2	ROW 7525	ROW Opportunity	2.93	1.85	63%	0.026	0.326
Pittsburg	2	Parcel 350839	Parcel-Based Opportunity	14.33	6.63	46%	0.006	0.316
Pittsburg	2	ROW 6215	ROW Opportunity	2.16	1.40	65%	0.033	0.310
Pittsburg	2	ROW 6741	ROW Opportunity	2.05	1.30	63%	0.034	0.304
Pittsburg	2	ROW 9457	ROW Opportunity	1.88	1.26	67%	0.036	0.296
Pittsburg	2	ROW 17711	ROW Opportunity	1.60	1.28	80%	0.042	0.292
Pittsburg	2	ROW 7526	ROW Opportunity	5.46	3.95	72%	0.013	0.279
Pittsburg	2	ROW 8562	ROW Opportunity	2.35	1.45	62%	0.027	0.275
Pittsburg	2	ROW 20368	ROW Opportunity	6.68	4.19	63%	0.010	0.251
Pittsburg	2	Parcel 367743	Regional Opportunity	2.24	1.01	45%	0.025	0.247
Pittsburg	2	ROW 8561	ROW Opportunity	7.93	4.62	58%	0.008	0.236
Pittsburg	2	ROW 1955	ROW Opportunity	1.47	0.99	67%	0.036	0.231
Pittsburg	2	ROW 6257	ROW Opportunity	21.27	11.80	55%	0.003	0.231
Pittsburg	2	ROW 21116	ROW Opportunity	8.88	4.83	54%	0.007	0.228
Pittsburg	2	ROW 6280	ROW Opportunity	5.74	3.46	60%	0.010	0.227
Pittsburg	2	ROW 11974	ROW Opportunity	1.43	0.96	67%	0.036	0.226
Pittsburg	2	ROW 8563	ROW Opportunity	12.59	7.66	61%	0.005	0.220
Pittsburg	2	ROW 9582	ROW Opportunity	2.15	1.25	58%	0.023	0.212
Pittsburg	2	Parcel 349390	Parcel-Based Opportunity	6.79	4.68	69%	0.008	0.207
Pittsburg	2	ROW 6226	ROW Opportunity	4.40	2.71	62%	0.011	0.194

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Jurisdiction	Permit	Project ID	Project Type	Area (Acres)	Impervious Area (Acres)	Percent Impervious	PCBs Yield (g/acre)	PCBs Mass reduced (g/yr)
Pittsburg	2	ROW 7859	ROW Opportunity	7.77	4.29	55%	0.007	0.191
Pittsburg	2	ROW 6505	ROW Opportunity	3.76	2.13	57%	0.011	0.170
Pittsburg	2	ROW 15499	ROW Opportunity	1.44	1.06	74%	0.027	0.169
Pittsburg	2	ROW 18481	ROW Opportunity	1.15	0.71	62%	0.033	0.166
Pittsburg	2	ROW 3328	ROW Opportunity	1.31	0.78	60%	0.029	0.165
Pittsburg	2	ROW 3327	ROW Opportunity	1.14	0.65	57%	0.031	0.154
Pittsburg	2	Parcel 363475	Parcel-Based Opportunity	7.77	3.26	42%	0.005	0.150
Pittsburg	2	ROW 8520	ROW Opportunity	3.06	1.75	57%	0.011	0.135
Pittsburg	2	ROW 11360	ROW Opportunity	7.80	4.64	59%	0.005	0.133
Pittsburg	2	ROW 6737	ROW Opportunity	0.93	0.57	61%	0.033	0.133
Pittsburg	2	ROW 20440	ROW Opportunity	1.02	0.53	52%	0.028	0.126
Pittsburg	2	ROW 2855	ROW Opportunity	24.34	12.97	53%	0.002	0.117
Pittsburg	2	ROW 6736	ROW Opportunity	0.84	0.50	60%	0.032	0.117
Pittsburg	2	ROW 6237	ROW Opportunity	2.47	1.38	56%	0.011	0.110
Pittsburg	2	Parcel 362143	Regional Opportunity	0.99	0.41	41%	0.026	0.109
Pittsburg	2	ROW 4561	ROW Opportunity	4.16	2.43	58%	0.007	0.108
Pittsburg	2	ROW 18479	ROW Opportunity	0.76	0.45	59%	0.032	0.106
Pittsburg	2	Parcel 373150	Parcel-Based Opportunity	5.22	2.26	43%	0.005	0.103
Pittsburg	2	ROW 15210	ROW Opportunity	11.75	7.22	61%	0.003	0.093
Pittsburg	2	ROW 21076	ROW Opportunity	0.54	0.34	63%	0.033	0.078
Pittsburg	2	Parcel 367785	Regional Opportunity	1.98	1.79	90%	0.011	0.078
Pittsburg	2	ROW 3879	ROW Opportunity	7.88	4.73	60%	0.003	0.075
Pittsburg	2	ROW 8564	ROW Opportunity	9.90	5.38	54%	0.003	0.074
Pittsburg	2	ROW 5091	ROW Opportunity	19.64	10.50	53%	0.001	0.072
Pittsburg	2	Parcel 361465	Parcel-Based Opportunity	9.00	2.11	23%	0.002	0.072
Pittsburg	2	ROW 20894	ROW Opportunity	1.00	0.63	63%	0.017	0.071
Pittsburg	2	ROW 11324	ROW Opportunity	1.53	1.00	65%	0.012	0.070
Pittsburg	2	ROW 17896	ROW Opportunity	0.57	0.34	60%	0.028	0.070
Pittsburg	2	ROW 9581	ROW Opportunity	1.45	0.88	61%	0.012	0.070
Pittsburg	2	ROW 1336	ROW Opportunity	3.78	2.22	59%	0.005	0.068
Pittsburg	2	Parcel 362407	Regional Opportunity	2.93	1.49	51%	0.006	0.068
Pittsburg	2	Parcel 371128	Parcel-Based Opportunity	14.11	3.86	27%	0.002	0.067
Pittsburg	2	ROW 7571	ROW Opportunity	10.34	5.77	56%	0.002	0.063
Pittsburg	2	Parcel 362118	Regional Opportunity	2.29	1.41	62%	0.008	0.063
Pittsburg	2	ROW 15487	ROW Opportunity	2.36	1.45	61%	0.007	0.062
Pittsburg	2	ROW 6193	ROW Opportunity	3.97	2.52	63%	0.005	0.060
Pittsburg	2	Parcel 362980	Parcel-Based Opportunity	29.43	14.40	49%	0.001	0.058
Pittsburg	2	ROW 5206	ROW Opportunity	3.75	2.42	65%	0.005	0.057
Pittsburg	2	ROW 1284	ROW Opportunity	0.36	0.25	69%	0.036	0.057
Pittsburg	2	ROW 15053	ROW Opportunity	2.48	1.28	52%	0.006	0.055
Pittsburg	2	ROW 18482	ROW Opportunity	0.42	0.22	52%	0.029	0.054
Pittsburg	2	Parcel 374906	Parcel-Based Opportunity	6.68	4.37	65%	0.003	0.054
Pittsburg	2	Parcel 356104	Regional Opportunity	2.28	1.53	67%	0.007	0.053
Pittsburg	2	ROW 6195	ROW Opportunity	6.47	3.95	61%	0.003	0.052
Pittsburg	2	Parcel 370086	Regional Opportunity	1.37	1.18	86%	0.010	0.052
Pittsburg	2	ROW 434	ROW Opportunity	0.36	0.23	64%	0.033	0.051
Pittsburg	2	Parcel 362426	Regional Opportunity	1.89	1.15	61%	0.007	0.051
Pittsburg	2	ROW 11734	ROW Opportunity	3.49	2.06	59%	0.004	0.050
Pittsburg	2	Parcel 358872	Regional Opportunity	1.52	1.10	72%	0.009	0.048
Pittsburg	2	ROW 17448	ROW Opportunity	2.84	1.45	51%	0.005	0.047
Pittsburg	2	ROW 3086	ROW Opportunity	0.45	0.29	64%	0.023	0.045
Pittsburg	2	ROW 16768	ROW Opportunity	0.36	0.19	53%	0.028	0.044
Pittsburg	2	Parcel 363463	Regional Opportunity	2.26	0.96	42%	0.005	0.044
Pittsburg	2	ROW 810	ROW Opportunity	0.26	0.18	69%	0.037	0.043
Pittsburg	2	Parcel 363309	Parcel-Based Opportunity	6.78	2.01	30%	0.002	0.043
Pittsburg	2	ROW 5831	ROW Opportunity	3.02	1.89	63%	0.004	0.041
Pittsburg	2	ROW 6214	ROW Opportunity	3.42	2.08	61%	0.004	0.041
Pittsburg	2	Parcel 371346	Parcel-Based Opportunity	0.24	0.18	75%	0.039	0.041
Pittsburg	2	ROW 5428	ROW Opportunity	4.76	2.60	55%	0.003	0.037
Pittsburg	2	ROW 6228	ROW Opportunity	4.44	2.89	65%	0.003	0.037
Pittsburg	2	ROW 11833	ROW Opportunity	3.89	2.24	58%	0.003	0.036
Pittsburg	2	ROW 762	ROW Opportunity	6.64	3.55	53%	0.002	0.036
Pittsburg	2	ROW 18594	ROW Opportunity	8.91	5.04	57%	0.002	0.035
Pittsburg	2	Parcel 372570	Regional Opportunity	1.35	0.77	57%	0.007	0.035
Pittsburg	2	ROW 18048	ROW Opportunity	4.41	2.71	61%	0.003	0.034
Pittsburg	2	Parcel 374691	Parcel-Based Opportunity	11.06	5.22	47%	0.001	0.034
Pittsburg	2	ROW 1733	ROW Opportunity	1.96	0.93	47%	0.005	0.033
Pittsburg	2	Parcel 368250	Parcel-Based Opportunity	0.32	0.18	56%	0.024	0.033
Pittsburg	2	ROW 2115	ROW Opportunity	1.76	0.97	55%	0.005	0.032
Pittsburg	2	Parcel 348794	Parcel-Based Opportunity	20.29	7.64	38%	0.001	0.032
Pittsburg	2	ROW 17251	ROW Opportunity	8.95	5.16	58%	0.001	0.031
Pittsburg	2	ROW 394	ROW Opportunity	1.85	1.05	57%	0.005	0.031
Pittsburg	2	ROW 15726	ROW Opportunity	3.11	1.83	59%	0.003	0.030
Pittsburg	2	ROW 21525	ROW Opportunity	5.44	2.94	54%	0.002	0.030
Pittsburg	2	ROW 20465	ROW Opportunity	38.58	20.17	52%	0.000	0.029
Pittsburg	2	ROW 14014	ROW Opportunity	1.80	0.94	52%	0.005	0.028
Pittsburg	2	ROW 15496	ROW Opportunity	2.11	1.33	63%	0.004	0.028
Pittsburg	2	ROW 3866	ROW Opportunity	1.39	0.66	47%	0.006	0.028
Pittsburg	2	ROW 6218	ROW Opportunity	1.32	0.86	65%	0.006	0.028
Pittsburg	2	Parcel 361545	Parcel-Based Opportunity	18.57	6.68	36%	0.001	0.028
Pittsburg	2	ROW 2172	ROW Opportunity	3.63	2.26	62%	0.003	0.027
Pittsburg	2	ROW 4032	ROW Opportunity	2.50	1.16	46%	0.003	0.027
Pittsburg	2	Parcel 374956	Parcel-Based Opportunity	7.22	2.76	38%	0.002	0.027
Pittsburg	2	Parcel 351544	Parcel-Based Opportunity	13.19	6.68	51%	0.001	0.027
Pittsburg	2	Parcel 358992	Parcel-Based Opportunity	3.66	2.32	63%	0.003	0.027
Pittsburg	2	ROW 1734	ROW Opportunity	4.43	2.52	57%	0.002	0.026
Pittsburg	2	ROW 20003	ROW Opportunity	12.36	6.63	54%	0.001	0.026
Pittsburg	2	ROW 6217	ROW Opportunity	1.01	0.70	69%	0.007	0.025
Pittsburg	2	Parcel 342146	Parcel-Based Opportunity	12.50	6.01	48%	0.001	0.025
Pittsburg	2	ROW 11064	ROW Opportunity	3.96	2.19	55%	0.002	0.024
Pittsburg	2	ROW 14856	ROW Opportunity	3.11	1.80	58%	0.002	0.024
Pittsburg	2	ROW 16225	ROW Opportunity	4.64	2.66	57%	0.002	0.024
Pittsburg	2	ROW 20398	ROW Opportunity	0.77	0.43	56%	0.008	0.024
Pittsburg	2	Parcel 372876	Regional Opportunity	1.32	0.53	40%	0.005	0.024

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Pittsburg	2	Parcel 373402	Regional Opportunity	1.03	0.53	51%	0.006	0.024
Pittsburg	2	Parcel 348459	Parcel-Based Opportunity	12.96	5.96	46%	0.001	0.024
Pittsburg	2	ROW 11872	ROW Opportunity	2.97	1.69	57%	0.003	0.023
Pittsburg	2	ROW 11358	ROW Opportunity	1.06	0.49	46%	0.006	0.023
Pittsburg	2	ROW 12501	ROW Opportunity	4.54	2.65	58%	0.002	0.023
Pittsburg	2	ROW 20394	ROW Opportunity	1.63	0.97	60%	0.004	0.023
Pittsburg	2	ROW 20627	ROW Opportunity	4.36	2.57	59%	0.002	0.023
Pittsburg	2	ROW 2826	ROW Opportunity	4.45	2.57	58%	0.002	0.023
Pittsburg	2	ROW 6219	ROW Opportunity	1.46	0.92	63%	0.005	0.023
Pittsburg	2	Parcel 362344	Parcel-Based Opportunity	14.44	5.98	41%	0.001	0.023
Pittsburg	2	Parcel 352244	Parcel-Based Opportunity	10.05	5.65	56%	0.001	0.023
Pittsburg	2	ROW 894	ROW Opportunity	4.26	2.49	58%	0.002	0.022
Pittsburg	2	Parcel 366285	Parcel-Based Opportunity	26.81	4.81	18%	0.000	0.022
Pittsburg	2	ROW 11969	ROW Opportunity	0.49	0.26	53%	0.011	0.021
Pittsburg	2	ROW 14500	ROW Opportunity	0.21	0.12	57%	0.024	0.021
Pittsburg	2	ROW 6695	ROW Opportunity	1.68	0.92	55%	0.004	0.021
Pittsburg	2	Parcel 357792	Regional Opportunity	1.23	1.04	85%	0.006	0.021
Pittsburg	2	Parcel 336890	Parcel-Based Opportunity	9.19	5.25	57%	0.001	0.021
Pittsburg	2	ROW 6805	ROW Opportunity	0.65	0.36	55%	0.008	0.020
Pittsburg	2	ROW 12237	ROW Opportunity	8.69	4.66	54%	0.001	0.020
Pittsburg	2	Parcel 372224	Regional Opportunity	0.54	0.37	69%	0.010	0.020
Pittsburg	2	Parcel 355971	Parcel-Based Opportunity	0.38	0.12	32%	0.012	0.020
Pittsburg	2	Parcel 364979	Parcel-Based Opportunity	10.21	5.56	54%	0.001	0.020
Pittsburg	2	Parcel 367368	Parcel-Based Opportunity	11.66	4.87	42%	0.001	0.020
Pittsburg	2	ROW 1520	ROW Opportunity	2.90	1.59	55%	0.002	0.019
Pittsburg	2	ROW 3686	ROW Opportunity	2.00	0.51	26%	0.003	0.019
Pittsburg	2	ROW 6221	ROW Opportunity	1.24	0.79	64%	0.005	0.019
Pittsburg	2	ROW 8940	ROW Opportunity	6.24	4.08	65%	0.001	0.019
Pittsburg	2	ROW 20795	ROW Opportunity	3.72	2.00	54%	0.002	0.018
Pittsburg	2	ROW 14011	ROW Opportunity	0.79	0.44	56%	0.006	0.018
Pittsburg	2	ROW 5463	ROW Opportunity	0.90	0.54	60%	0.006	0.018
Pittsburg	2	ROW 6045	ROW Opportunity	0.75	0.42	56%	0.007	0.018
Pittsburg	2	ROW 11370	ROW Opportunity	0.33	0.21	64%	0.013	0.017
Pittsburg	2	ROW 11603	ROW Opportunity	1.42	0.34	24%	0.003	0.017
Pittsburg	2	ROW 14658	ROW Opportunity	5.25	3.04	58%	0.001	0.017
Pittsburg	2	ROW 20383	ROW Opportunity	5.64	3.31	59%	0.001	0.017
Pittsburg	2	ROW 21083	ROW Opportunity	7.55	4.13	55%	0.001	0.017
Pittsburg	2	ROW 4764	ROW Opportunity	1.16	0.71	61%	0.005	0.017
Pittsburg	2	ROW 5824	ROW Opportunity	2.16	1.07	50%	0.003	0.017
Pittsburg	2	Parcel 374571	Regional Opportunity	0.54	0.38	70%	0.009	0.017
Pittsburg	2	Parcel 372393	Regional Opportunity	0.60	0.37	62%	0.008	0.017
Pittsburg	2	Parcel 348698	Regional Opportunity	0.48	0.40	83%	0.010	0.017
Pittsburg	2	ROW 13380	ROW Opportunity	0.48	0.23	48%	0.009	0.016
Pittsburg	2	ROW 17388	ROW Opportunity	1.59	0.88	55%	0.003	0.016
Pittsburg	2	ROW 5853	ROW Opportunity	1.28	0.74	58%	0.004	0.016
Pittsburg	2	ROW 6194	ROW Opportunity	2.19	1.29	59%	0.002	0.016
Pittsburg	2	ROW 6238	ROW Opportunity	0.61	0.36	59%	0.007	0.016
Pittsburg	2	Parcel 359451	Parcel-Based Opportunity	11.40	4.60	40%	0.001	0.016
Pittsburg	2	Parcel 364198	Parcel-Based Opportunity	10.22	3.89	38%	0.001	0.016
Pittsburg	2	ROW 17358	ROW Opportunity	6.93	3.73	54%	0.001	0.015
Pittsburg	2	ROW 3583	ROW Opportunity	6.04	3.35	55%	0.001	0.015
Pittsburg	2	ROW 6223	ROW Opportunity	2.68	1.66	62%	0.002	0.015
Pittsburg	2	ROW 9712	ROW Opportunity	6.85	3.87	56%	0.001	0.015
Pittsburg	2	ROW 9726	ROW Opportunity	6.75	3.66	54%	0.001	0.015
Pittsburg	2	Parcel 349343	Regional Opportunity	1.12	0.32	29%	0.004	0.015
Pittsburg	2	ROW 11832	ROW Opportunity	1.52	0.86	57%	0.003	0.014
Pittsburg	2	ROW 11900	ROW Opportunity	3.22	1.71	53%	0.002	0.014
Pittsburg	2	ROW 17755	ROW Opportunity	3.00	1.60	53%	0.002	0.014
Pittsburg	2	Parcel 368854	Parcel-Based Opportunity	0.36	0.31	86%	0.010	0.014
Pittsburg	2	ROW 11357	ROW Opportunity	3.17	1.95	62%	0.002	0.013
Pittsburg	2	ROW 12433	ROW Opportunity	6.02	3.27	54%	0.001	0.013
Pittsburg	2	ROW 1329	ROW Opportunity	8.23	4.37	53%	0.001	0.013
Pittsburg	2	planned 431	Planned Unlined Bioretention	0.48	0.31	65%	0.008	0.013
Pittsburg	2	Parcel 371237	Parcel-Based Opportunity	0.43	0.30	70%	0.009	0.013
Pittsburg	2	Parcel 361603	Parcel-Based Opportunity	0.48	0.31	65%	0.008	0.013
Pittsburg	2	Parcel 351110	Parcel-Based Opportunity	107.94	43.80	41%	0.000	0.013
Pittsburg	2	Parcel 358978	Parcel-Based Opportunity	0.25	0.18	72%	0.013	0.013
Pittsburg	2	ROW 10175	ROW Opportunity	6.76	3.47	51%	0.001	0.012
Pittsburg	2	ROW 12638	ROW Opportunity	0.12	0.07	58%	0.025	0.012
Pittsburg	2	ROW 15237	ROW Opportunity	2.52	1.28	51%	0.002	0.012
Pittsburg	2	ROW 20371	ROW Opportunity	5.02	3.02	60%	0.001	0.012
Pittsburg	2	ROW 20374	ROW Opportunity	3.94	2.27	58%	0.001	0.012
Pittsburg	2	ROW 20402	ROW Opportunity	3.81	2.21	58%	0.001	0.012
Pittsburg	2	ROW 20411	ROW Opportunity	4.81	2.95	61%	0.001	0.012
Pittsburg	2	ROW 20801	ROW Opportunity	3.20	1.94	61%	0.002	0.012
Pittsburg	2	ROW 5843	ROW Opportunity	5.08	3.01	59%	0.001	0.012
Pittsburg	2	ROW 6299	ROW Opportunity	5.53	2.99	54%	0.001	0.012
Pittsburg	2	ROW 6474	ROW Opportunity	3.61	1.94	54%	0.001	0.012
Pittsburg	2	Parcel 372099	Parcel-Based Opportunity	0.41	0.26	63%	0.008	0.012
Pittsburg	2	ROW 1196	ROW Opportunity	1.56	0.85	54%	0.002	0.011
Pittsburg	2	ROW 14319	ROW Opportunity	5.30	2.79	53%	0.001	0.011
Pittsburg	2	ROW 15497	ROW Opportunity	0.90	0.77	86%	0.004	0.011
Pittsburg	2	ROW 16028	ROW Opportunity	5.20	2.77	53%	0.001	0.011
Pittsburg	2	ROW 2952	ROW Opportunity	5.23	2.80	54%	0.001	0.011
Pittsburg	2	ROW 9735	ROW Opportunity	4.76	2.79	59%	0.001	0.011
Pittsburg	2	Parcel 353346	Parcel-Based Opportunity	7.56	2.47	33%	0.001	0.011
Pittsburg	2	ROW 1165	ROW Opportunity	4.72	2.45	52%	0.001	0.010
Pittsburg	2	ROW 12867	ROW Opportunity	0.70	0.47	67%	0.004	0.010
Pittsburg	2	ROW 13887	ROW Opportunity	2.43	1.42	58%	0.002	0.010
Pittsburg	2	ROW 15076	ROW Opportunity	9.04	4.91	54%	0.000	0.010
Pittsburg	2	ROW 16855	ROW Opportunity	4.74	2.54	54%	0.001	0.010
Pittsburg	2	ROW 18551	ROW Opportunity	4.33	2.37	55%	0.001	0.010
Pittsburg	2	ROW 20409	ROW Opportunity	3.61	2.22	61%	0.001	0.010
Pittsburg	2	ROW 21513	ROW Opportunity	0.70	0.42	60%	0.004	0.010

Agenda Item No. 7(A)

Attachment 2

Contra Costa Countywide Attainment Strategy
Attachment 1: Countywide Attainment Scenario Model Results

Jurisdiction	Permit	Project ID	Project Type	Area (Acres)	Impervious Area (Acres)	Percent Impervious	PCBs Yield (g/acre)	PCBs Mass reduced (g/yr)
Pittsburg	2	ROW 3332	ROW Opportunity	0.46	0.24	52%	0.006	0.010
Pittsburg	2	ROW 7648	ROW Opportunity	1.98	1.11	56%	0.002	0.010
Pleasant Hill	2	Parcel 149659	Parcel-Based Opportunity	4.69	2.66	57%	0.032	0.628
Pleasant Hill	2	ROW 19233	ROW Opportunity	3.15	2.26	72%	0.039	0.523
Pleasant Hill	2	Parcel 154099	Regional Opportunity	2.85	1.61	56%	0.031	0.380
Pleasant Hill	2	ROW 4670	ROW Opportunity	17.32	8.32	48%	0.005	0.280
Pleasant Hill	2	ROW 19166	ROW Opportunity	30.21	13.52	45%	0.003	0.239
Pleasant Hill	2	Parcel 198405	Parcel-Based Opportunity	96.46	48.68	50%	0.001	0.203
Pleasant Hill	2	Parcel 181521	Parcel-Based Opportunity	9.56	4.74	50%	0.006	0.193
Pleasant Hill	2	ROW 2970	ROW Opportunity	9.37	5.99	64%	0.006	0.181
Pleasant Hill	2	ROW 9267	ROW Opportunity	3.52	1.89	54%	0.013	0.171
Pleasant Hill	2	ROW 20243	ROW Opportunity	2.99	1.93	65%	0.013	0.148
Pleasant Hill	2	ROW 12076	ROW Opportunity	2.33	1.37	59%	0.012	0.111
Pleasant Hill	2	ROW 8317	ROW Opportunity	12.17	5.45	45%	0.003	0.111
Pleasant Hill	2	ROW 15010	ROW Opportunity	21.53	8.73	41%	0.002	0.110
Pleasant Hill	2	ROW 4673	ROW Opportunity	4.72	2.27	48%	0.006	0.103
Pleasant Hill	2	ROW 4671	ROW Opportunity	5.14	2.67	52%	0.006	0.098
Pleasant Hill	2	Parcel 150985	Regional Opportunity	0.77	0.41	53%	0.030	0.098
Pleasant Hill	2	Parcel 161733	Parcel-Based Opportunity	3.53	2.11	60%	0.008	0.094
Pleasant Hill	2	Parcel 142700	Parcel-Based Opportunity	3.60	2.10	58%	0.007	0.093
Pleasant Hill	2	ROW 17670	ROW Opportunity	6.18	3.50	57%	0.004	0.084
Pleasant Hill	2	ROW 5047	ROW Opportunity	3.17	1.88	59%	0.007	0.084
Pleasant Hill	2	ROW 13734	ROW Opportunity	8.72	3.90	45%	0.003	0.079
Pleasant Hill	2	Parcel 186000	Parcel-Based Opportunity	4.15	1.73	42%	0.005	0.079
Pleasant Hill	2	Parcel 185324	Parcel-Based Opportunity	4.04	1.69	42%	0.005	0.077
Pleasant Hill	2	ROW 12853	ROW Opportunity	4.72	2.76	58%	0.005	0.072
Pleasant Hill	2	ROW 2494	ROW Opportunity	14.34	6.19	43%	0.002	0.072
Pleasant Hill	2	ROW 6872	ROW Opportunity	1.64	0.99	60%	0.012	0.072
Pleasant Hill	2	ROW 6671	ROW Opportunity	3.95	1.92	49%	0.005	0.067
Pleasant Hill	2	ROW 13220	ROW Opportunity	3.76	2.25	60%	0.005	0.062
Pleasant Hill	2	Parcel 189822	Parcel-Based Opportunity	26.23	15.34	58%	0.001	0.061
Pleasant Hill	2	ROW 4672	ROW Opportunity	2.09	1.06	51%	0.008	0.060
Pleasant Hill	2	Parcel 173214	Regional Opportunity	2.92	1.24	42%	0.006	0.059
Pleasant Hill	2	ROW 4280	ROW Opportunity	2.43	1.23	51%	0.007	0.058
Pleasant Hill	2	ROW 4377	ROW Opportunity	9.02	4.33	48%	0.002	0.056
Pleasant Hill	2	ROW 5054	ROW Opportunity	2.66	1.53	58%	0.006	0.055
Pleasant Hill	2	planned 143	Planned Water Quality Basin	38.26	17.06	45%	0.001	0.054
Pleasant Hill	2	Parcel 146724	Parcel-Based Opportunity	30.26	12.96	43%	0.001	0.053
Pleasant Hill	2	Parcel 155831	Regional Opportunity	1.32	1.23	93%	0.011	0.053
Pleasant Hill	2	ROW 19602	ROW Opportunity	1.97	1.24	63%	0.007	0.047
Pleasant Hill	2	ROW 8079	ROW Opportunity	14.00	3.93	28%	0.001	0.045
Pleasant Hill	2	ROW 8193	ROW Opportunity	9.91	3.96	40%	0.002	0.045
Pleasant Hill	2	ROW 13735	ROW Opportunity	2.08	1.04	50%	0.006	0.040
Pleasant Hill	2	ROW 13554	ROW Opportunity	6.29	2.86	45%	0.002	0.039
Pleasant Hill	2	Parcel 142400	Regional Opportunity	1.85	0.83	45%	0.006	0.039
Pleasant Hill	2	ROW 14564	ROW Opportunity	7.82	3.13	40%	0.002	0.035
Pleasant Hill	2	Parcel 185980	Regional Opportunity	1.25	0.79	63%	0.008	0.035
Pleasant Hill	2	ROW 17048	ROW Opportunity	1.65	0.76	46%	0.006	0.034
Pleasant Hill	2	ROW 7753	ROW Opportunity	3.18	1.28	40%	0.003	0.034
Pleasant Hill	2	ROW 9560	ROW Opportunity	0.50	0.19	38%	0.017	0.034
Pleasant Hill	2	Parcel 131105	Regional Opportunity	1.45	0.72	50%	0.007	0.034
Pleasant Hill	2	Parcel 185990	Regional Opportunity	1.68	0.71	42%	0.005	0.032
Pleasant Hill	2	ROW 11390	ROW Opportunity	7.82	3.29	42%	0.002	0.031
Pleasant Hill	2	ROW 9880	ROW Opportunity	3.49	1.47	42%	0.003	0.029
Pleasant Hill	2	ROW 13741	ROW Opportunity	1.00	0.63	63%	0.008	0.028
Pleasant Hill	2	Parcel 156974	Parcel-Based Opportunity	9.89	3.33	34%	0.001	0.028
Pleasant Hill	2	ROW 13736	ROW Opportunity	4.01	1.82	45%	0.002	0.027
Pleasant Hill	2	ROW 19478	ROW Opportunity	1.79	0.76	42%	0.004	0.027
Pleasant Hill	2	ROW 6668	ROW Opportunity	4.38	1.90	43%	0.002	0.027
Pleasant Hill	2	Parcel 149937	Regional Opportunity	2.29	1.03	45%	0.004	0.026
Pleasant Hill	2	Parcel 187984	Parcel-Based Opportunity	23.59	5.41	23%	0.000	0.024
Pleasant Hill	2	Parcel 131108	Regional Opportunity	0.82	0.54	66%	0.008	0.024
Pleasant Hill	2	ROW 20206	ROW Opportunity	11.06	5.11	46%	0.001	0.023
Pleasant Hill	2	ROW 2045	ROW Opportunity	2.31	1.12	48%	0.003	0.022
Pleasant Hill	2	ROW 4500	ROW Opportunity	3.13	1.84	59%	0.003	0.022
Pleasant Hill	2	ROW 6670	ROW Opportunity	1.70	0.79	46%	0.004	0.022
Pleasant Hill	2	ROW 11085	ROW Opportunity	3.49	1.68	48%	0.002	0.021
Pleasant Hill	2	ROW 12762	ROW Opportunity	3.17	1.40	44%	0.002	0.021
Pleasant Hill	2	ROW 287	ROW Opportunity	1.37	0.44	32%	0.004	0.021
Pleasant Hill	2	ROW 4178	ROW Opportunity	7.46	3.16	42%	0.001	0.020
Pleasant Hill	2	Parcel 168841	Regional Opportunity	0.97	0.44	45%	0.006	0.020
Pleasant Hill	2	ROW 17703	ROW Opportunity	4.38	1.92	44%	0.002	0.019
Pleasant Hill	2	ROW 15029	ROW Opportunity	3.85	1.58	41%	0.002	0.019
Pleasant Hill	2	ROW 5754	ROW Opportunity	1.34	0.80	60%	0.004	0.019
Pleasant Hill	2	ROW 12009	ROW Opportunity	2.27	1.14	50%	0.003	0.018
Pleasant Hill	2	ROW 17057	ROW Opportunity	2.52	1.13	45%	0.002	0.018
Pleasant Hill	2	ROW 4611	ROW Opportunity	0.64	0.40	63%	0.008	0.018
Pleasant Hill	2	ROW 4886	ROW Opportunity	1.05	0.56	53%	0.005	0.018
Pleasant Hill	2	ROW 6669	ROW Opportunity	1.68	0.82	49%	0.003	0.018
Pleasant Hill	2	Parcel 167223	Parcel-Based Opportunity	10.92	4.29	39%	0.001	0.018
Pleasant Hill	2	ROW 15355	ROW Opportunity	0.64	0.38	59%	0.008	0.017
Pleasant Hill	2	ROW 15358	ROW Opportunity	3.11	1.40	45%	0.002	0.017
Pleasant Hill	2	Parcel 155751	Regional Opportunity	1.57	0.26	17%	0.003	0.017
Pleasant Hill	2	ROW 11244	ROW Opportunity	6.29	2.71	43%	0.001	0.016
Pleasant Hill	2	ROW 12046	ROW Opportunity	9.42	3.82	41%	0.001	0.016
Pleasant Hill	2	ROW 1343	ROW Opportunity	1.63	0.72	44%	0.003	0.016
Pleasant Hill	2	ROW 3210	ROW Opportunity	7.82	3.31	42%	0.001	0.016
Pleasant Hill	2	ROW 533	ROW Opportunity	2.07	0.90	43%	0.003	0.016
Pleasant Hill	2	Parcel 155321	Regional Opportunity	0.56	0.36	64%	0.008	0.016
Pleasant Hill	2	ROW 5966	ROW Opportunity	3.55	1.52	43%	0.002	0.015
Pleasant Hill	2	ROW 5767	ROW Opportunity	2.66	1.19	45%	0.002	0.015
Pleasant Hill	2	Parcel 178916	Parcel-Based Opportunity	3.76	2.58	69%	0.002	0.015
Pleasant Hill	2	ROW 13223	ROW Opportunity	1.24	0.62	50%	0.004	0.014
Pleasant Hill	2	ROW 1583	ROW Opportunity	0.88	0.41	47%	0.005	0.014

Agenda Item No. 7(A)

Attachment 2

Contra Costa Countywide Attainment Strategy
Attachment 1: Countywide Attainment Scenario Model Results

Jurisdiction	Permit	Project ID	Project Type	Area (Acres)	Impervious Area (Acres)	Percent Impervious	PCBs Yield (g/acre)	PCBs Mass reduced (g/yr)
Pleasant Hill	2	planned 144	Planned Unlined Swale	13.98	6.95	50%	0.000	0.014
Pleasant Hill	2	planned 145	Planned Unlined Swale	13.97	6.95	50%	0.000	0.014
Pleasant Hill	2	planned 146	Planned Unlined Bioretention	13.97	6.95	50%	0.000	0.014
Pleasant Hill	2	ROW 1578	ROW Opportunity	0.11	0.06	55%	0.028	0.013
Pleasant Hill	2	ROW 21619	ROW Opportunity	0.42	0.30	71%	0.009	0.013
Pleasant Hill	2	ROW 9265	ROW Opportunity	3.88	1.63	42%	0.001	0.013
Pleasant Hill	2	ROW 9827	ROW Opportunity	0.83	0.55	66%	0.005	0.013
Pleasant Hill	2	ROW 16415	ROW Opportunity	6.78	2.96	44%	0.001	0.012
Pleasant Hill	2	ROW 19765	ROW Opportunity	5.47	2.26	41%	0.001	0.012
Pleasant Hill	2	ROW 20458	ROW Opportunity	1.53	0.73	48%	0.003	0.012
Pleasant Hill	2	ROW 20779	ROW Opportunity	1.73	0.65	38%	0.002	0.012
Pleasant Hill	2	ROW 6601	ROW Opportunity	2.26	1.12	50%	0.002	0.012
Pleasant Hill	2	Parcel 160193	Parcel-Based Opportunity	7.87	2.98	38%	0.001	0.012
Pleasant Hill	2	ROW 20849	ROW Opportunity	6.60	2.63	40%	0.001	0.011
Pleasant Hill	2	ROW 4526	ROW Opportunity	1.86	0.90	48%	0.002	0.011
Pleasant Hill	2	ROW 5980	ROW Opportunity	2.92	1.23	42%	0.002	0.011
Pleasant Hill	2	ROW 6634	ROW Opportunity	6.62	2.81	42%	0.001	0.011
Pleasant Hill	2	Parcel 156885	Regional Opportunity	1.48	0.76	51%	0.003	0.011
Pleasant Hill	2	Parcel 140820	Parcel-Based Opportunity	6.41	2.61	41%	0.001	0.011
Pleasant Hill	2	ROW 1108	ROW Opportunity	6.39	2.49	39%	0.001	0.010
Pleasant Hill	2	ROW 18658	ROW Opportunity	4.86	2.26	47%	0.001	0.010
Pleasant Hill	2	ROW 4523	ROW Opportunity	0.73	0.35	48%	0.004	0.010
Pleasant Hill	2	ROW 5248	ROW Opportunity	3.52	1.52	43%	0.001	0.010
Pleasant Hill	2	Parcel 176573	Parcel-Based Opportunity	4.87	2.62	54%	0.001	0.010
Pleasant Hill	2	Parcel 165486	Parcel-Based Opportunity	11.72	2.14	18%	0.000	0.010
Pleasant Hill	2	Parcel 182562	Parcel-Based Opportunity	5.49	2.50	46%	0.001	0.010
Richmond	2	ROW 20822	ROW Opportunity	39.83	15.26	38%	0.035	5.536
Richmond	2	Parcel 129049	Parcel-Based Opportunity	22.09	16.69	76%	0.043	3.838
Richmond	2	Parcel 127810	Parcel-Based Opportunity	42.57	8.26	19%	0.018	3.037
Richmond	2	ROW 3504	ROW Opportunity	23.46	15.79	67%	0.030	2.744
Richmond	2	ROW 7696	ROW Opportunity	16.17	10.80	67%	0.034	2.163
Richmond	2	Parcel 123788	Parcel-Based Opportunity	11.85	7.18	61%	0.042	1.971
Richmond	2	Parcel 120807	Parcel-Based Opportunity	9.67	6.99	72%	0.049	1.882
Richmond	2	Parcel 124519	Parcel-Based Opportunity	19.03	5.78	30%	0.024	1.772
Richmond	2	GIP 00492 / ROW 8576	ROW Opportunity (aspirational)	15.12	9.82	65%	0.028	1.643
Richmond	2	GIP 00339 / planned 485	Parcel-Based Opportunity (aspirational)	17.80	11.62	65%	0.022	1.526
Richmond	2	ROW 11830	ROW Opportunity	12.26	7.59	62%	0.029	1.377
Richmond	2	GIP 00340 / planned 175	Parcel-Based Opportunity (aspirational)	12.22	6.77	55%	0.026	1.248
Richmond	2	planned 499	Planned Creek/Marsh Restoration	14.17	5.11	36%	0.022	1.243
Richmond	2	Parcel 128990	Parcel-Based Opportunity	6.86	5.17	75%	0.043	1.191
Richmond	2	Parcel 125155	Parcel-Based Opportunity	6.08	4.04	66%	0.047	1.137
Richmond	2	Parcel 163241	Parcel-Based Opportunity	7.34	4.87	66%	0.038	1.127
Richmond	2	ROW 13188	ROW Opportunity	10.46	6.45	62%	0.026	1.046
Richmond	2	GIP 00338 / planned 469	Parcel-Based Opportunity (aspirational)	7.99	4.10	51%	0.030	0.967
Richmond	2	ROW 7811	ROW Opportunity	7.27	4.20	58%	0.031	0.908
Richmond	2	ROW 21445	ROW Opportunity	6.74	4.73	70%	0.034	0.902
Richmond	2	ROW 20428	ROW Opportunity	8.97	5.45	61%	0.026	0.897
Richmond	2	ROW 16598	ROW Opportunity	5.68	3.88	68%	0.038	0.858
Richmond	2	ROW 13906	ROW Opportunity	10.89	7.33	67%	0.021	0.852
Richmond	2	ROW 20478	ROW Opportunity	5.90	3.53	60%	0.035	0.838
Richmond	2	ROW 15751	ROW Opportunity	5.55	3.33	60%	0.037	0.817
Richmond	2	ROW 2597	ROW Opportunity	6.82	3.55	52%	0.030	0.815
Richmond	2	ROW 12288	ROW Opportunity	4.84	3.24	67%	0.039	0.758
Richmond	2	Parcel 170010	Parcel-Based Opportunity	4.52	3.14	69%	0.041	0.737
Richmond	2	ROW 10536	ROW Opportunity	4.37	2.57	59%	0.042	0.735
Richmond	2	Parcel 113348	Parcel-Based Opportunity	6.69	1.91	29%	0.028	0.694
Richmond	2	ROW 11839	ROW Opportunity	4.37	2.51	57%	0.039	0.691
Richmond	2	ROW 3732	ROW Opportunity	5.46	4.24	78%	0.032	0.685
Richmond	2	ROW 16560	ROW Opportunity	3.78	2.59	69%	0.044	0.672
Richmond	2	ROW 6855	ROW Opportunity	3.69	2.65	72%	0.041	0.607
Richmond	2	ROW 8567	ROW Opportunity	3.74	2.04	55%	0.040	0.601
Richmond	2	ROW 14144	ROW Opportunity	3.21	2.59	81%	0.045	0.587
Richmond	2	ROW 11498	ROW Opportunity	21.21	14.65	69%	0.008	0.577
Richmond	2	ROW 3742	ROW Opportunity	3.63	2.47	68%	0.039	0.577
Richmond	2	GIP 00482 / ROW 5241	ROW Opportunity (aspirational)	21.59	14.60	68%	0.008	0.574
Richmond	2	ROW 18209	ROW Opportunity	3.51	2.46	70%	0.040	0.567
Richmond	2	ROW 15876	ROW Opportunity	5.16	2.25	44%	0.027	0.566
Richmond	2	ROW 17007	ROW Opportunity	3.15	1.90	60%	0.043	0.546
Richmond	2	ROW 8889	ROW Opportunity	7.45	5.28	71%	0.020	0.542
Richmond	2	Parcel 118976	Parcel-Based Opportunity	7.69	1.60	21%	0.017	0.536
Richmond	2	ROW 20886	ROW Opportunity	2.41	1.89	78%	0.053	0.513
Richmond	2	ROW 15749	ROW Opportunity	4.75	2.94	62%	0.027	0.506
Richmond	2	ROW 16532	ROW Opportunity	3.19	2.11	66%	0.039	0.499
Richmond	2	ROW 7809	ROW Opportunity	11.56	3.25	28%	0.011	0.495
Richmond	2	Parcel 114973	Regional Opportunity	2.84	1.61	57%	0.042	0.471
Richmond	2	ROW 18134	ROW Opportunity	3.07	1.56	51%	0.038	0.468
Richmond	2	ROW 8456	ROW Opportunity	2.87	1.60	56%	0.040	0.458
Richmond	2	ROW 17719	ROW Opportunity	2.63	1.56	59%	0.042	0.446
Richmond	2	ROW 15166	ROW Opportunity	2.88	1.95	68%	0.038	0.445
Richmond	2	ROW 6827	ROW Opportunity	2.89	2.10	73%	0.037	0.429
Richmond	2	ROW 12287	ROW Opportunity	2.82	1.98	70%	0.038	0.424
Richmond	2	ROW 1670	ROW Opportunity	19.48	13.28	68%	0.007	0.422
Richmond	2	ROW 14670	ROW Opportunity	3.12	1.33	43%	0.033	0.411
Richmond	2	Parcel 159148	Regional Opportunity	2.48	1.76	71%	0.041	0.407
Richmond	2	ROW 6275	ROW Opportunity	3.46	1.24	36%	0.029	0.402
Richmond	2	ROW 1342	ROW Opportunity	12.99	5.89	45%	0.009	0.401
Richmond	2	ROW 16455	ROW Opportunity	2.53	1.71	68%	0.038	0.384
Richmond	2	GIP 00357 / Parcel 152787	Regional Opportunity (aspirational)	2.53	1.64	65%	0.037	0.380
Richmond	2	ROW 4530	ROW Opportunity	3.12	1.81	58%	0.030	0.380
Richmond	2	Parcel 171579	Parcel-Based Opportunity	3.65	2.87	79%	0.027	0.380
Richmond	2	ROW 4590	ROW Opportunity	2.11	1.33	63%	0.044	0.377
Richmond	2	ROW 20441	ROW Opportunity	5.49	3.04	55%	0.018	0.374
Richmond	2	GIP 00335 / planned 491	Parcel-Based Opportunity (aspirational)	3.12	1.99	64%	0.030	0.369
Richmond	2	ROW 16485	ROW Opportunity	2.63	1.92	73%	0.035	0.369

Agenda Item No. 7(A)

Attachment 2

Contra Costa Countywide Attainment Strategy
Attachment 1: Countywide Attainment Scenario Model Results

Jurisdiction	Permit	Project ID	Project Type	Area (Acres)	Impervious Area (Acres)	Percent Impervious	PCBs Yield (g/acre)	PCBs Mass reduced (g/yr)
Richmond	2	ROW 11379	ROW Opportunity	2.04	1.65	81%	0.045	0.368
Richmond	2	ROW 15485	ROW Opportunity	2.06	1.37	67%	0.044	0.363
Richmond	2	ROW 355	ROW Opportunity	2.64	1.88	71%	0.034	0.354
Richmond	2	ROW 3738	ROW Opportunity	2.58	1.82	71%	0.034	0.346
Richmond	2	Parcel 114963	Parcel-Based Opportunity	4.22	1.02	24%	0.021	0.345
Richmond	2	ROW 1767	ROW Opportunity	1.96	1.18	60%	0.044	0.343
Richmond	2	Parcel 153008	Parcel-Based Opportunity	10.59	7.84	74%	0.010	0.340
Richmond	2	Parcel 126231	Regional Opportunity	1.65	1.47	89%	0.050	0.334
Richmond	2	ROW 14678	ROW Opportunity	6.63	4.45	67%	0.014	0.333
Richmond	2	ROW 15193	ROW Opportunity	6.84	4.72	69%	0.014	0.333
Richmond	2	ROW 15752	ROW Opportunity	2.85	1.93	68%	0.029	0.328
Richmond	2	ROW 16472	ROW Opportunity	2.17	1.54	71%	0.037	0.324
Richmond	2	ROW 15877	ROW Opportunity	4.92	2.81	57%	0.017	0.323
Richmond	2	ROW 9595	ROW Opportunity	2.77	2.08	75%	0.029	0.312
Richmond	2	ROW 3292	ROW Opportunity	2.05	1.67	81%	0.038	0.305
Richmond	2	ROW 3744	ROW Opportunity	3.85	2.44	63%	0.020	0.299
Richmond	2	planned 487	Planned Unlined Bioretention	22.60	15.02	66%	0.005	0.296
Richmond	2	ROW 17305	ROW Opportunity	1.92	0.98	51%	0.038	0.294
Richmond	2	planned 496	Planned Creek/Marsh Restoration	3.90	2.25	58%	0.020	0.294
Richmond	2	GIP 00336 / planned 479	Parcel-Based Opportunity (aspirational)	12.83	8.77	68%	0.007	0.291
Richmond	2	ROW 333	ROW Opportunity	9.12	6.07	67%	0.009	0.290
Richmond	2	ROW 3883	ROW Opportunity	8.72	5.79	66%	0.010	0.282
Richmond	2	ROW 6859	ROW Opportunity	2.12	0.59	28%	0.033	0.279
Richmond	2	ROW 9722	ROW Opportunity	1.69	1.17	69%	0.041	0.276
Richmond	2	ROW 16528	ROW Opportunity	2.22	1.27	57%	0.031	0.274
Richmond	2	Parcel 115416	Regional Opportunity	1.53	0.93	61%	0.044	0.270
Richmond	2	ROW 17316	ROW Opportunity	1.73	0.90	52%	0.039	0.268
Richmond	2	ROW 12193	ROW Opportunity	5.91	4.11	70%	0.013	0.264
Richmond	2	ROW 7332	ROW Opportunity	1.62	1.25	77%	0.041	0.263
Richmond	2	ROW 11831	ROW Opportunity	1.49	1.14	77%	0.044	0.262
Richmond	2	ROW 6828	ROW Opportunity	1.71	1.18	69%	0.038	0.261
Richmond	2	Parcel 167791	Parcel-Based Opportunity	3.42	2.71	79%	0.020	0.261
Richmond	2	ROW 12952	ROW Opportunity	3.16	1.44	46%	0.021	0.259
Richmond	2	ROW 12328	ROW Opportunity	2.62	0.81	31%	0.024	0.258
Richmond	2	ROW 14807	ROW Opportunity	2.63	1.88	71%	0.026	0.255
Richmond	2	ROW 156	ROW Opportunity	4.72	3.23	68%	0.015	0.255
Richmond	2	ROW 13420	ROW Opportunity	5.29	3.71	70%	0.013	0.252
Richmond	2	ROW 6274	ROW Opportunity	4.20	2.48	59%	0.016	0.252
Richmond	2	ROW 16487	ROW Opportunity	1.47	1.09	74%	0.042	0.249
Richmond	2	ROW 9163	ROW Opportunity	3.60	2.25	63%	0.018	0.245
Richmond	2	planned 495	Planned Water Quality Basin	1.91	1.10	58%	0.032	0.242
Richmond	2	ROW 15892	ROW Opportunity	14.20	7.48	53%	0.005	0.239
Richmond	2	ROW 1795	ROW Opportunity	1.37	1.03	75%	0.044	0.239
Richmond	2	ROW 18184	ROW Opportunity	1.61	0.80	50%	0.037	0.238
Richmond	2	Parcel 116238	Parcel-Based Opportunity	1.29	0.82	64%	0.045	0.234
Richmond	2	ROW 11883	ROW Opportunity	1.42	0.98	69%	0.041	0.231
Richmond	2	planned 497	Planned Creek/Marsh Restoration	1.59	0.97	61%	0.036	0.230
Richmond	2	ROW 1792	ROW Opportunity	1.33	0.97	73%	0.043	0.226
Richmond	2	ROW 6971	ROW Opportunity	1.62	1.15	71%	0.035	0.224
Richmond	2	ROW 18110	ROW Opportunity	2.22	1.56	70%	0.026	0.223
Richmond	2	ROW 16442	ROW Opportunity	3.16	0.67	21%	0.017	0.220
Richmond	2	ROW 18395	ROW Opportunity	2.05	0.89	43%	0.026	0.213
Richmond	2	ROW 16535	ROW Opportunity	2.13	1.38	65%	0.025	0.211
Richmond	2	ROW 15167	ROW Opportunity	1.76	1.21	69%	0.030	0.211
Richmond	2	ROW 16436	ROW Opportunity	1.97	1.36	69%	0.027	0.211
Richmond	2	ROW 16488	ROW Opportunity	1.32	0.96	73%	0.039	0.209
Richmond	2	Parcel 110613	Regional Opportunity	1.25	0.72	58%	0.041	0.209
Richmond	2	ROW 17259	ROW Opportunity	1.63	0.69	42%	0.032	0.207
Richmond	2	ROW 15285	ROW Opportunity	1.06	0.71	67%	0.048	0.205
Richmond	2	ROW 1765	ROW Opportunity	1.21	0.71	59%	0.042	0.204
Richmond	2	ROW 863	ROW Opportunity	1.39	0.86	62%	0.036	0.204
Richmond	2	ROW 16441	ROW Opportunity	2.29	1.59	69%	0.023	0.202
Richmond	2	planned 531	Planned Water Quality Basin	75.78	38.92	51%	0.001	0.202
Richmond	2	ROW 5443	ROW Opportunity	1.01	0.88	87%	0.049	0.200
Richmond	2	ROW 4125	ROW Opportunity	2.29	1.49	65%	0.022	0.197
Richmond	2	Parcel 111210	Regional Opportunity	1.27	0.90	71%	0.040	0.197
Richmond	2	ROW 6857	ROW Opportunity	1.59	0.64	40%	0.031	0.196
Richmond	2	ROW 1468	ROW Opportunity	2.21	1.56	71%	0.023	0.196
Richmond	2	ROW 13349	ROW Opportunity	1.13	0.84	74%	0.043	0.195
Richmond	2	ROW 14518	ROW Opportunity	1.76	1.15	65%	0.028	0.195
Richmond	2	ROW 1731	ROW Opportunity	1.11	0.83	75%	0.043	0.193
Richmond	2	ROW 3731	ROW Opportunity	1.22	0.82	67%	0.040	0.191
Richmond	2	Parcel 162407	Regional Opportunity	1.21	0.82	68%	0.039	0.190
Richmond	2	ROW 289	ROW Opportunity	1.43	0.78	55%	0.033	0.188
Richmond	2	ROW 1770	ROW Opportunity	8.43	5.33	63%	0.007	0.187
Richmond	2	ROW 15757	ROW Opportunity	1.18	0.64	54%	0.039	0.186
Richmond	2	GIP 00295 / planned 534	Parcel-Based Opportunity (aspirational)	2.20	1.33	60%	0.022	0.183
Richmond	2	ROW 318	ROW Opportunity	2.13	1.41	66%	0.022	0.183
Richmond	2	ROW 11890	ROW Opportunity	0.99	0.79	80%	0.046	0.181
Richmond	2	Parcel 134412	Parcel-Based Opportunity	4.34	3.50	81%	0.012	0.181
Richmond	2	Parcel 198059	Parcel-Based Opportunity	6.65	3.60	54%	0.008	0.180
Richmond	2	ROW 17324	ROW Opportunity	1.23	0.80	65%	0.036	0.178
Richmond	2	ROW 2766	ROW Opportunity	1.36	0.86	63%	0.032	0.174
Richmond	2	Parcel 166327	Regional Opportunity	2.29	1.75	76%	0.020	0.174
Richmond	2	ROW 16520	ROW Opportunity	1.38	0.79	57%	0.031	0.171
Richmond	2	ROW 16913	ROW Opportunity	16.07	8.93	56%	0.004	0.171
Richmond	2	ROW 15468	ROW Opportunity	1.02	0.75	74%	0.042	0.170
Richmond	2	ROW 17298	ROW Opportunity	0.91	0.59	65%	0.046	0.169
Richmond	2	ROW 161	ROW Opportunity	1.86	1.31	70%	0.024	0.169
Richmond	2	Parcel 169252	Regional Opportunity	1.01	0.72	71%	0.042	0.169
Richmond	2	ROW 1749	ROW Opportunity	0.97	0.72	74%	0.044	0.168
Richmond	2	ROW 16840	ROW Opportunity	6.87	4.81	70%	0.008	0.166
Richmond	2	ROW 14810	ROW Opportunity	0.89	0.58	65%	0.046	0.165
Richmond	2	ROW 70	ROW Opportunity	3.96	2.77	70%	0.012	0.165

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Attachment 2

Contra Costa Countywide Attainment Strategy

Attachment 1: Countywide Attainment Scenario Model Results

Jurisdiction	Permit	Project ID	Project Type	Area (Acres)	Impervious Area (Acres)	Percent Impervious	PCBs Yield (g/acre)	PCBs Mass reduced (g/yr)
Richmond	2	ROW 20040	ROW Opportunity	2.45	1.53	62%	0.018	0.164
Richmond	2	ROW 21242	ROW Opportunity	1.27	0.83	65%	0.032	0.160
Richmond	2	Parcel 238663	Parcel-Based Opportunity	50.69	7.21	14%	0.001	0.157
Richmond	2	Parcel 169551	Parcel-Based Opportunity	3.47	2.76	80%	0.013	0.157
Richmond	2	ROW 3740	ROW Opportunity	1.92	1.15	60%	0.021	0.156
Richmond	2	ROW 16482	ROW Opportunity	1.10	0.73	66%	0.035	0.154
Richmond	2	Parcel 120883	Regional Opportunity	0.95	0.54	57%	0.040	0.154
Richmond	2	ROW 9124	ROW Opportunity	8.76	4.50	51%	0.006	0.153
Richmond	2	ROW 16456	ROW Opportunity	1.03	0.65	63%	0.037	0.151
Richmond	2	ROW 7328	ROW Opportunity	7.44	4.86	65%	0.006	0.149
Richmond	2	ROW 176	ROW Opportunity	0.99	0.68	69%	0.037	0.147
Richmond	2	Parcel 112907	Regional Opportunity	2.04	0.43	21%	0.018	0.147
Richmond	2	ROW 16976	ROW Opportunity	0.83	0.62	75%	0.044	0.145
Richmond	2	Parcel 193343	Parcel-Based Opportunity	0.62	0.27	44%	0.058	0.145
Richmond	2	ROW 20689	ROW Opportunity	0.90	0.49	54%	0.040	0.143
Richmond	2	planned 527	Planned Unlined Bioretention	4.44	3.26	73%	0.010	0.143
Richmond	2	ROW 16452	ROW Opportunity	0.92	0.62	67%	0.038	0.142
Richmond	2	ROW 1766	ROW Opportunity	0.85	0.49	58%	0.041	0.141
Richmond	2	ROW 3022	ROW Opportunity	1.28	0.85	66%	0.028	0.141
Richmond	2	ROW 173	ROW Opportunity	2.06	1.39	67%	0.018	0.140
Richmond	2	ROW 233	ROW Opportunity	4.88	3.24	66%	0.009	0.139
Richmond	2	ROW 344	ROW Opportunity	3.21	2.36	74%	0.012	0.139
Richmond	2	ROW 6305	ROW Opportunity	0.95	0.58	61%	0.036	0.138
Richmond	2	ROW 2543	ROW Opportunity	0.87	0.46	53%	0.039	0.137
Richmond	2	Parcel 144553	Parcel-Based Opportunity	4.24	3.16	75%	0.010	0.137
Richmond	2	planned 484	Planned Unlined Bioretention	3.36	2.28	68%	0.011	0.136
Richmond	2	ROW 20415	ROW Opportunity	1.09	0.78	72%	0.031	0.135
Richmond	2	ROW 11849	ROW Opportunity	4.83	3.30	68%	0.008	0.134
Richmond	2	GIP 00322 / planned 535	Parcel-Based Opportunity (aspirational)	4.59	3.21	70%	0.009	0.133
Richmond	2	ROW 10967	ROW Opportunity	0.87	0.44	51%	0.038	0.133
Richmond	2	ROW 17276	ROW Opportunity	0.72	0.47	65%	0.046	0.133
Richmond	2	Parcel 225180	Parcel-Based Opportunity	4.05	3.00	74%	0.010	0.133
Richmond	2	ROW 3965	ROW Opportunity	0.72	0.47	65%	0.046	0.132
Richmond	2	ROW 16559	ROW Opportunity	0.85	0.56	66%	0.038	0.129
Richmond	2	Parcel 172178	Parcel-Based Opportunity	3.68	2.88	78%	0.010	0.129
Richmond	2	ROW 7673	ROW Opportunity	1.89	0.92	49%	0.018	0.128
Richmond	2	ROW 9823	ROW Opportunity	0.70	0.54	77%	0.045	0.126
Richmond	2	ROW 17258	ROW Opportunity	0.77	0.43	56%	0.040	0.125
Richmond	2	ROW 16531	ROW Opportunity	3.40	2.29	67%	0.011	0.125
Richmond	2	ROW 20486	ROW Opportunity	4.18	2.56	61%	0.009	0.124
Richmond	2	ROW 17037	ROW Opportunity	4.87	3.10	64%	0.008	0.123
Richmond	2	ROW 3505	ROW Opportunity	0.88	0.62	70%	0.035	0.123
Richmond	2	Parcel 155701	Regional Opportunity	0.77	0.53	69%	0.039	0.123
Richmond	2	ROW 12830	ROW Opportunity	1.15	0.73	63%	0.027	0.121
Richmond	2	ROW 74	ROW Opportunity	2.79	1.80	65%	0.012	0.120
Richmond	2	ROW 16434	ROW Opportunity	1.25	0.88	70%	0.025	0.119
Richmond	2	ROW 6803	ROW Opportunity	1.00	0.69	69%	0.030	0.119
Richmond	2	ROW 226	ROW Opportunity	3.03	2.02	67%	0.011	0.117
Richmond	2	ROW 15830	ROW Opportunity	8.70	6.19	71%	0.005	0.115
Richmond	2	ROW 17301	ROW Opportunity	0.65	0.48	74%	0.043	0.112
Richmond	2	ROW 15989	ROW Opportunity	4.07	2.72	67%	0.008	0.112
Richmond	2	ROW 291	ROW Opportunity	0.71	0.46	65%	0.038	0.110
Richmond	2	ROW 168	ROW Opportunity	5.27	3.69	70%	0.007	0.110
Richmond	2	ROW 11622	ROW Opportunity	7.40	4.72	64%	0.005	0.109
Richmond	2	Parcel 125476	Regional Opportunity	0.74	0.37	50%	0.036	0.108
Richmond	2	ROW 11840	ROW Opportunity	0.65	0.37	57%	0.041	0.107
Richmond	2	ROW 15750	ROW Opportunity	1.48	0.80	54%	0.019	0.107
Richmond	2	ROW 4528	ROW Opportunity	1.18	0.55	47%	0.023	0.107
Richmond	2	ROW 4784	ROW Opportunity	0.68	0.50	74%	0.040	0.107
Richmond	2	ROW 16464	ROW Opportunity	3.55	2.42	68%	0.009	0.106
Richmond	2	Parcel 196459	Parcel-Based Opportunity	0.43	0.19	44%	0.058	0.101
Richmond	2	ROW 10962	ROW Opportunity	0.54	0.35	65%	0.045	0.100
Richmond	2	ROW 17311	ROW Opportunity	0.62	0.43	69%	0.040	0.100
Richmond	2	ROW 6267	ROW Opportunity	0.66	0.42	64%	0.037	0.100
Richmond	2	ROW 15881	ROW Opportunity	11.64	6.16	53%	0.003	0.097
Richmond	2	ROW 1732	ROW Opportunity	0.52	0.33	63%	0.046	0.096
Richmond	2	ROW 11062	ROW Opportunity	2.50	1.26	50%	0.011	0.096
Richmond	2	ROW 15232	ROW Opportunity	0.63	0.46	73%	0.038	0.095
Richmond	2	ROW 8095	ROW Opportunity	5.10	2.61	51%	0.006	0.095
Richmond	2	planned 463	Planned Unlined Bioretention	3.35	2.09	62%	0.008	0.095
Richmond	2	Parcel 212172	Parcel-Based Opportunity	3.35	2.09	62%	0.008	0.095
Richmond	2	Parcel 163884	Regional Opportunity	0.60	0.41	68%	0.039	0.095
Richmond	2	Parcel 129221	Regional Opportunity	0.56	0.33	59%	0.042	0.095
Richmond	2	ROW 3104	ROW Opportunity	0.60	0.46	77%	0.039	0.094
Richmond	2	ROW 5507	ROW Opportunity	0.52	0.32	62%	0.045	0.094
Richmond	2	GIP 00367 / Parcel 144341	Regional Opportunity (aspirational)	2.87	2.15	75%	0.010	0.093
Richmond	2	ROW 9164	ROW Opportunity	0.62	0.40	65%	0.037	0.093
Richmond	2	ROW 17006	ROW Opportunity	1.13	0.60	53%	0.022	0.092
Richmond	2	ROW 73	ROW Opportunity	0.59	0.40	68%	0.039	0.092
Richmond	2	ROW 11378	ROW Opportunity	3.08	1.99	65%	0.009	0.091
Richmond	2	ROW 16846	ROW Opportunity	0.61	0.44	72%	0.037	0.091
Richmond	2	ROW 187	ROW Opportunity	1.62	1.06	65%	0.015	0.091
Richmond	2	planned 199	Planned Creek/Marsh Restoration	3.43	1.93	56%	0.008	0.091
Richmond	2	ROW 17720	ROW Opportunity	0.53	0.32	60%	0.043	0.090
Richmond	2	ROW 5467	ROW Opportunity	0.76	0.29	38%	0.030	0.090
Richmond	2	ROW 16486	ROW Opportunity	0.67	0.40	60%	0.033	0.088
Richmond	2	ROW 3103	ROW Opportunity	0.47	0.38	81%	0.047	0.088
Richmond	2	ROW 254	ROW Opportunity	7.15	4.85	68%	0.004	0.088
Richmond	2	ROW 16465	ROW Opportunity	0.60	0.44	73%	0.036	0.087
Richmond	2	Parcel 119238	Parcel-Based Opportunity	3.39	1.91	56%	0.008	0.087
Richmond	2	ROW 2596	ROW Opportunity	1.62	1.11	69%	0.015	0.085
Richmond	2	ROW 5180	ROW Opportunity	0.47	0.29	62%	0.045	0.085
Richmond	2	Parcel 170769	Regional Opportunity	2.46	1.96	80%	0.010	0.085
Richmond	2	Parcel 110802	Regional Opportunity	0.82	0.25	30%	0.026	0.085

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Attachment 1: Countywide Attainment Scenario Model Results

Jurisdiction	Permit	Project ID	Project Type	Area (Acres)	Impervious Area (Acres)	Percent Impervious	PCBs Yield (g/acre)	PCBs Mass reduced (g/yr)
Richmond	2	ROW 16552	ROW Opportunity	3.51	2.33	66%	0.007	0.084
Richmond	2	ROW 6721	ROW Opportunity	0.50	0.36	72%	0.041	0.083
Richmond	2	ROW 16445	ROW Opportunity	1.04	0.70	67%	0.021	0.083
Richmond	2	Parcel 155487	Regional Opportunity	3.02	1.80	60%	0.008	0.083
Richmond	2	ROW 21198	ROW Opportunity	0.41	0.29	71%	0.050	0.082
Richmond	2	Parcel 116278	Regional Opportunity	0.91	0.24	26%	0.022	0.082
Richmond	2	Parcel 117353	Regional Opportunity	2.33	0.81	35%	0.010	0.082
Richmond	2	ROW 15197	ROW Opportunity	0.50	0.35	70%	0.040	0.081
Richmond	2	Parcel 119884	Regional Opportunity	0.64	0.27	42%	0.031	0.081
Richmond	2	ROW 116	ROW Opportunity	2.56	1.74	68%	0.009	0.080
Richmond	2	ROW 200	ROW Opportunity	5.74	3.95	69%	0.005	0.080
Richmond	2	ROW 9162	ROW Opportunity	4.57	3.10	68%	0.006	0.080
Richmond	2	Parcel 124307	Regional Opportunity	0.46	0.28	61%	0.043	0.079
Richmond	2	ROW 21073	ROW Opportunity	3.56	2.16	61%	0.007	0.078
Richmond	2	ROW 2162	ROW Opportunity	9.38	6.41	68%	0.003	0.078
Richmond	2	ROW 9937	ROW Opportunity	2.83	1.11	39%	0.008	0.078
Richmond	2	Parcel 165219	Regional Opportunity	1.77	1.40	79%	0.013	0.078
Richmond	2	GIP 00323 / planned 512	Parcel-Based Opportunity (aspirational)	4.34	2.92	67%	0.006	0.077
Richmond	2	ROW 16538	ROW Opportunity	1.07	0.58	54%	0.019	0.077
Richmond	2	ROW 20633	ROW Opportunity	4.94	2.89	59%	0.005	0.077
Richmond	2	ROW 16496	ROW Opportunity	4.37	2.90	66%	0.006	0.076
Richmond	2	ROW 13581	ROW Opportunity	0.59	0.26	44%	0.032	0.075
Richmond	2	ROW 16467	ROW Opportunity	2.66	1.79	67%	0.009	0.075
Richmond	2	Parcel 375479	Parcel-Based Opportunity	68.51	8.98	13%	0.000	0.075
Richmond	2	ROW 10098	ROW Opportunity	6.38	4.15	65%	0.004	0.074
Richmond	2	ROW 1830	ROW Opportunity	1.38	0.93	67%	0.015	0.074
Richmond	2	ROW 82	ROW Opportunity	0.80	0.60	75%	0.024	0.074
Richmond	2	ROW 92	ROW Opportunity	4.38	3.00	68%	0.006	0.073
Richmond	2	ROW 12125	ROW Opportunity	5.50	3.66	67%	0.005	0.072
Richmond	2	ROW 2164	ROW Opportunity	1.27	0.90	71%	0.015	0.070
Richmond	2	Parcel 144098	Regional Opportunity	1.08	0.98	91%	0.018	0.070
Richmond	2	Parcel 115970	Regional Opportunity	0.55	0.12	22%	0.032	0.070
Richmond	2	ROW 16394	ROW Opportunity	0.51	0.23	45%	0.034	0.069
Richmond	2	ROW 16563	ROW Opportunity	4.10	2.78	68%	0.006	0.069
Richmond	2	ROW 16866	ROW Opportunity	3.52	2.37	67%	0.006	0.069
Richmond	2	ROW 7810	ROW Opportunity	0.59	0.27	46%	0.029	0.069
Richmond	2	ROW 16544	ROW Opportunity	4.83	3.31	69%	0.005	0.068
Richmond	2	Parcel 115590	Regional Opportunity	0.98	0.21	21%	0.017	0.068
Richmond	2	Parcel 116661	Regional Opportunity	0.52	0.13	25%	0.033	0.068
Richmond	2	ROW 16480	ROW Opportunity	1.96	1.32	67%	0.010	0.067
Richmond	2	ROW 195	ROW Opportunity	5.26	3.67	70%	0.005	0.067
Richmond	2	ROW 2163	ROW Opportunity	3.05	2.15	70%	0.007	0.066
Richmond	2	ROW 5903	ROW Opportunity	0.39	0.28	72%	0.042	0.066
Richmond	2	ROW 9784	ROW Opportunity	0.50	0.22	44%	0.033	0.066
Richmond	2	ROW 11623	ROW Opportunity	5.63	3.78	67%	0.004	0.066
Richmond	2	ROW 17728	ROW Opportunity	0.42	0.22	52%	0.039	0.065
Richmond	2	Parcel 129781	Parcel-Based Opportunity	0.46	0.22	48%	0.036	0.065
Richmond	2	Parcel 174262	Parcel-Based Opportunity	2.11	1.19	56%	0.009	0.065
Richmond	2	ROW 20751	ROW Opportunity	0.72	0.52	72%	0.023	0.064
Richmond	2	ROW 16504	ROW Opportunity	0.99	0.61	62%	0.017	0.064
Richmond	2	ROW 8571	ROW Opportunity	3.24	2.28	70%	0.006	0.064
Richmond	2	GIP 00456 / ROW 16561	ROW Opportunity (aspirational)	4.64	3.09	67%	0.005	0.063
Richmond	2	ROW 17527	ROW Opportunity	9.09	4.79	53%	0.003	0.063
Richmond	2	Parcel 117968	Regional Opportunity	0.56	0.24	43%	0.028	0.063
Richmond	2	ROW 21231	ROW Opportunity	0.41	0.21	51%	0.037	0.062
Richmond	2	ROW 147	ROW Opportunity	0.82	0.56	68%	0.020	0.062
Richmond	2	GIP 00345 / planned 138	Parcel-Based Opportunity (aspirational)	39.35	14.16	36%	0.001	0.061
Richmond	2	ROW 1763	ROW Opportunity	0.34	0.21	62%	0.044	0.061
Richmond	2	ROW 3733	ROW Opportunity	0.47	0.25	53%	0.032	0.061
Richmond	2	ROW 105	ROW Opportunity	2.41	1.61	67%	0.008	0.061
Richmond	2	ROW 6864	ROW Opportunity	0.36	0.26	72%	0.042	0.061
Richmond	2	planned 174	Planned Unlined Swale	0.69	0.47	68%	0.023	0.061
Richmond	2	Parcel 154186	Parcel-Based Opportunity	0.39	0.26	67%	0.039	0.061
Richmond	2	ROW 15878	ROW Opportunity	3.44	1.96	57%	0.006	0.060
Richmond	2	ROW 19023	ROW Opportunity	1.43	0.96	67%	0.012	0.060
Richmond	2	ROW 9166	ROW Opportunity	0.45	0.28	62%	0.033	0.060
Richmond	2	ROW 15195	ROW Opportunity	6.51	4.28	66%	0.003	0.059
Richmond	2	ROW 18037	ROW Opportunity	4.29	2.74	64%	0.005	0.059
Richmond	2	ROW 2697	ROW Opportunity	2.39	1.65	69%	0.008	0.059
Richmond	2	Parcel 118569	Parcel-Based Opportunity	0.46	0.19	41%	0.031	0.059
Richmond	2	ROW 1794	ROW Opportunity	0.32	0.25	78%	0.046	0.058
Richmond	2	ROW 20453	ROW Opportunity	0.55	0.39	71%	0.027	0.058
Richmond	2	ROW 19952	ROW Opportunity	0.87	0.59	68%	0.018	0.058
Richmond	2	ROW 16116	ROW Opportunity	0.32	0.20	63%	0.044	0.057
Richmond	2	ROW 16539	ROW Opportunity	1.03	0.59	57%	0.015	0.057
Richmond	2	ROW 886	ROW Opportunity	9.50	6.34	67%	0.003	0.057
Richmond	2	Parcel 133667	Parcel-Based Opportunity	25.54	14.75	58%	0.001	0.057
Richmond	2	Parcel 116468	Parcel-Based Opportunity	0.74	0.29	39%	0.019	0.057
Richmond	2	ROW 4147	ROW Opportunity	0.75	0.48	64%	0.020	0.056
Richmond	2	ROW 16475	ROW Opportunity	2.52	1.67	66%	0.007	0.056
Richmond	2	ROW 9755	ROW Opportunity	0.36	0.24	67%	0.038	0.056
Richmond	2	ROW 17721	ROW Opportunity	0.32	0.19	59%	0.044	0.055
Richmond	2	ROW 3294	ROW Opportunity	0.50	0.34	68%	0.029	0.055
Richmond	2	ROW 18476	ROW Opportunity	1.55	1.08	70%	0.010	0.054
Richmond	2	ROW 13891	ROW Opportunity	0.41	0.18	44%	0.032	0.053
Richmond	2	Parcel 150073	Regional Opportunity	1.80	1.20	67%	0.009	0.053
Richmond	2	ROW 18074	ROW Opportunity	3.67	2.41	66%	0.005	0.052
Richmond	2	Parcel 176154	Parcel-Based Opportunity	27.12	13.35	49%	0.001	0.052
Richmond	2	ROW 18477	ROW Opportunity	2.41	1.65	68%	0.007	0.051
Richmond	2	ROW 9129	ROW Opportunity	3.29	1.38	42%	0.005	0.051
Richmond	2	Parcel 236849	Parcel-Based Opportunity	260.54	3.37	1%	0.000	0.051
Richmond	2	Parcel 118639	Parcel-Based Opportunity	0.45	0.10	22%	0.028	0.050
Richmond	2	ROW 21154	ROW Opportunity	2.44	1.79	73%	0.007	0.049
Richmond	2	ROW 13905	ROW Opportunity	3.58	2.15	60%	0.005	0.049

Agenda Item No. 7(A)

Attachment 2

Contra Costa Countywide Attainment Strategy
Attachment 1: Countywide Attainment Scenario Model Results

Jurisdiction	Permit	Project ID	Project Type	Area (Acres)	Impervious Area (Acres)	Percent Impervious	PCBs Yield (g/acre)	PCBs Mass reduced (g/yr)
Richmond	2	Parcel 150614	Regional Opportunity	2.05	1.74	85%	0.008	0.049
Richmond	2	ROW 11838	ROW Opportunity	0.29	0.17	59%	0.041	0.048
Richmond	2	ROW 3859	ROW Opportunity	7.00	4.53	65%	0.003	0.048
Richmond	2	ROW 20475	ROW Opportunity	1.12	0.76	68%	0.012	0.047
Richmond	2	ROW 9125	ROW Opportunity	2.59	0.93	36%	0.005	0.047
Richmond	2	ROW 98	ROW Opportunity	2.55	1.75	69%	0.006	0.047
Richmond	2	Parcel 255238	Parcel-Based Opportunity	611.35	20.49	3%	0.000	0.047
Richmond	2	ROW 15754	ROW Opportunity	0.35	0.22	63%	0.033	0.046
Richmond	2	ROW 16440	ROW Opportunity	0.58	0.41	71%	0.021	0.046
Richmond	2	ROW 16512	ROW Opportunity	1.89	1.24	66%	0.008	0.046
Richmond	2	ROW 3979	ROW Opportunity	11.15	7.70	69%	0.002	0.046
Richmond	2	ROW 3728	ROW Opportunity	0.28	0.19	68%	0.040	0.045
Richmond	2	ROW 7216	ROW Opportunity	2.32	1.56	67%	0.006	0.045
Richmond	2	ROW 5190	ROW Opportunity	0.35	0.14	40%	0.031	0.044
Richmond	2	ROW 9939	ROW Opportunity	0.37	0.14	38%	0.029	0.044
Richmond	2	ROW 14433	ROW Opportunity	1.36	0.88	65%	0.010	0.044
Richmond	2	ROW 247	ROW Opportunity	13.62	8.74	64%	0.002	0.044
Richmond	2	ROW 785	ROW Opportunity	6.19	3.83	62%	0.003	0.044
Richmond	2	planned 326	Planned Creek/Marsh Restoration	2.22	0.57	26%	0.006	0.044
Richmond	2	Parcel 132474	Regional Opportunity	1.13	0.87	77%	0.011	0.044
Richmond	2	Parcel 149687	Regional Opportunity	1.43	1.00	70%	0.009	0.044
Richmond	2	GIP 00377 / Parcel 133196	Regional Opportunity (aspirational)	1.20	1.00	83%	0.011	0.043
Richmond	2	ROW 17312	ROW Opportunity	0.27	0.14	52%	0.040	0.043
Richmond	2	ROW 8642	ROW Opportunity	3.74	2.42	65%	0.004	0.043
Richmond	2	planned 296	Planned Creek/Marsh Restoration	83.80	11.53	14%	0.000	0.043
Richmond	2	GIP 00429 / Parcel 143826	Regional Opportunity (aspirational)	1.04	0.89	86%	0.012	0.042
Richmond	2	GIP 00480 / ROW 3507	ROW Opportunity (aspirational)	9.06	5.66	62%	0.002	0.042
Richmond	2	ROW 16211	ROW Opportunity	8.14	5.41	66%	0.002	0.042
Richmond	2	ROW 13417	ROW Opportunity	5.44	3.72	68%	0.003	0.042
Richmond	2	ROW 175	ROW Opportunity	3.50	2.49	71%	0.004	0.042
Richmond	2	Parcel 188482	Parcel-Based Opportunity	7.05	3.25	46%	0.002	0.042
Richmond	2	ROW 16208	ROW Opportunity	2.13	1.44	68%	0.006	0.041
Richmond	2	ROW 16555	ROW Opportunity	3.26	2.17	67%	0.004	0.041
Richmond	2	Parcel 211565	Regional Opportunity	1.57	0.88	56%	0.008	0.041
Richmond	2	Parcel 149904	Regional Opportunity	1.45	0.91	63%	0.008	0.041
Richmond	2	Parcel 166751	Regional Opportunity	1.09	0.95	87%	0.011	0.041
Richmond	2	Parcel 113228	Parcel-Based Opportunity	0.23	0.14	61%	0.044	0.041
Richmond	2	GIP 00372 / Parcel 152927	Regional Opportunity (aspirational)	3.09	1.99	64%	0.005	0.040
Richmond	2	ROW 100	ROW Opportunity	3.68	2.57	70%	0.004	0.040
Richmond	2	ROW 10892	ROW Opportunity	0.90	0.53	59%	0.012	0.040
Richmond	2	ROW 14676	ROW Opportunity	1.05	0.73	70%	0.011	0.040
Richmond	2	ROW 2159	ROW Opportunity	3.17	2.21	70%	0.004	0.040
Richmond	2	ROW 245	ROW Opportunity	12.24	7.96	65%	0.002	0.040
Richmond	2	ROW 273	ROW Opportunity	9.08	6.04	67%	0.002	0.040
Richmond	2	ROW 66	ROW Opportunity	1.53	1.13	74%	0.008	0.040
Richmond	2	Parcel 139167	Regional Opportunity	0.87	0.70	80%	0.013	0.040
Richmond	2	ROW 16507	ROW Opportunity	1.11	0.73	66%	0.010	0.039
Richmond	2	ROW 248	ROW Opportunity	6.87	4.50	66%	0.002	0.039
Richmond	2	Parcel 116652	Parcel-Based Opportunity	0.23	0.13	57%	0.042	0.039
Richmond	2	ROW 126	ROW Opportunity	1.73	1.12	65%	0.007	0.038
Richmond	2	ROW 11363	ROW Opportunity	9.37	6.08	65%	0.002	0.038
Richmond	2	ROW 15753	ROW Opportunity	0.77	0.46	60%	0.014	0.038
Richmond	2	ROW 16503	ROW Opportunity	2.40	1.57	65%	0.005	0.038
Richmond	2	ROW 16557	ROW Opportunity	3.91	2.61	67%	0.004	0.038
Richmond	2	ROW 212	ROW Opportunity	7.21	4.69	65%	0.002	0.038
Richmond	2	ROW 257	ROW Opportunity	9.16	6.03	66%	0.002	0.038
Richmond	2	ROW 69	ROW Opportunity	1.85	1.26	68%	0.007	0.038
Richmond	2	GIP 00304 / planned 486	Parcel-Based Opportunity (aspirational)	5.73	3.84	67%	0.003	0.037
Richmond	2	ROW 16518	ROW Opportunity	2.48	1.62	65%	0.005	0.037
Richmond	2	ROW 211	ROW Opportunity	4.70	3.08	66%	0.003	0.037
Richmond	2	Parcel 375480	Parcel-Based Opportunity	39.00	23.68	61%	0.000	0.037
Richmond	2	ROW 11885	ROW Opportunity	0.22	0.15	68%	0.041	0.036
Richmond	2	ROW 19949	ROW Opportunity	0.81	0.55	68%	0.013	0.036
Richmond	2	Parcel 126574	Regional Opportunity	0.58	0.15	26%	0.016	0.036
Richmond	2	ROW 3755	ROW Opportunity	0.29	0.11	38%	0.030	0.035
Richmond	2	ROW 16433	ROW Opportunity	1.10	0.75	68%	0.009	0.035
Richmond	2	ROW 16437	ROW Opportunity	3.09	2.10	68%	0.004	0.035
Richmond	2	ROW 16443	ROW Opportunity	3.11	2.01	65%	0.004	0.035
Richmond	2	ROW 246	ROW Opportunity	0.43	0.31	72%	0.022	0.035
Richmond	2	Parcel 146294	Parcel-Based Opportunity	14.14	9.02	64%	0.001	0.035
Richmond	2	Parcel 137626	Regional Opportunity	1.25	0.75	60%	0.008	0.035
Richmond	2	Parcel 133977	Regional Opportunity	1.28	0.66	52%	0.008	0.035
Richmond	2	Parcel 195923	Parcel-Based Opportunity	0.15	0.06	40%	0.059	0.035
Richmond	2	ROW 17021	ROW Opportunity	0.48	0.20	42%	0.019	0.034
Richmond	2	ROW 191	ROW Opportunity	1.49	1.10	74%	0.007	0.034
Richmond	2	ROW 11014	ROW Opportunity	5.98	3.95	66%	0.002	0.034
Richmond	2	ROW 15831	ROW Opportunity	9.53	6.34	67%	0.002	0.034
Richmond	2	ROW 283	ROW Opportunity	6.12	4.23	69%	0.002	0.034
Richmond	2	ROW 56	ROW Opportunity	1.53	1.09	71%	0.007	0.034
Richmond	2	Parcel 234570	Parcel-Based Opportunity	21.31	2.72	13%	0.001	0.034
Richmond	2	ROW 12145	ROW Opportunity	8.53	5.57	65%	0.002	0.033
Richmond	2	ROW 21542	ROW Opportunity	8.21	5.22	64%	0.002	0.033
Richmond	2	ROW 239	ROW Opportunity	10.01	6.58	66%	0.002	0.033
Richmond	2	ROW 6159	ROW Opportunity	6.69	4.35	65%	0.002	0.033
Richmond	2	ROW 85	ROW Opportunity	0.84	0.57	68%	0.011	0.033
Richmond	2	Parcel 120275	Regional Opportunity	1.53	0.52	34%	0.006	0.033
Richmond	2	Parcel 154534	Parcel-Based Opportunity	0.21	0.14	67%	0.039	0.033
Richmond	2	Parcel 111332	Parcel-Based Opportunity	0.26	0.11	42%	0.032	0.033
Richmond	2	GIP 00302 / planned 492	Parcel-Based Opportunity (aspirational)	2.50	1.76	70%	0.005	0.032
Richmond	2	ROW 243	ROW Opportunity	9.52	6.21	65%	0.002	0.032
Richmond	2	ROW 282	ROW Opportunity	5.99	4.14	69%	0.002	0.032
Richmond	2	Parcel 119762	Regional Opportunity	1.08	0.35	32%	0.008	0.032
Richmond	2	Parcel 125511	Parcel-Based Opportunity	0.17	0.11	65%	0.046	0.032
Richmond	2	GIP 00314 / planned 488	Parcel-Based Opportunity (aspirational)	2.69	1.81	67%	0.004	0.031

Agenda Item No. 7(A)

Attachment 2

Contra Costa Countywide Attainment Strategy
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Jurisdiction	Permit	Project ID	Project Type	Area (Acres)	Impervious Area (Acres)	Percent Impervious	PCBs Yield (g/acre)	PCBs Mass reduced (g/yr)
Richmond	2	ROW 19630	ROW Opportunity	2.57	0.92	36%	0.004	0.031
Richmond	2	ROW 259	ROW Opportunity	7.70	5.06	66%	0.002	0.031
Richmond	2	ROW 298	ROW Opportunity	5.20	3.55	68%	0.003	0.031
Richmond	2	ROW 323	ROW Opportunity	5.79	3.97	69%	0.002	0.031
Richmond	2	Parcel 207080	Parcel-Based Opportunity	11.36	4.54	40%	0.001	0.031
Richmond	2	Parcel 142243	Regional Opportunity	0.79	0.65	82%	0.012	0.031
Richmond	2	ROW 5978	ROW Opportunity	1.46	0.86	59%	0.007	0.030
Richmond	2	ROW 16432	ROW Opportunity	0.17	0.13	76%	0.042	0.030
Richmond	2	ROW 16444	ROW Opportunity	1.83	1.25	68%	0.005	0.030
Richmond	2	ROW 16533	ROW Opportunity	0.59	0.36	61%	0.014	0.030
Richmond	2	ROW 80	ROW Opportunity	0.96	0.68	71%	0.009	0.030
Richmond	2	ROW 11807	ROW Opportunity	9.05	5.81	64%	0.001	0.029
Richmond	2	ROW 12123	ROW Opportunity	8.06	5.15	64%	0.002	0.029
Richmond	2	ROW 21089	ROW Opportunity	2.88	1.39	48%	0.004	0.029
Richmond	2	Parcel 198527	Parcel-Based Opportunity	7.70	0.55	7%	0.002	0.029
Richmond	2	GIP 00329 / planned 519	Parcel-Based Opportunity (aspirational)	7.69	5.20	68%	0.002	0.028
Richmond	2	ROW 10074	ROW Opportunity	9.03	5.68	63%	0.001	0.028
Richmond	2	ROW 10718	ROW Opportunity	7.91	4.98	63%	0.002	0.028
Richmond	2	ROW 16439	ROW Opportunity	1.16	0.76	66%	0.008	0.028
Richmond	2	ROW 16546	ROW Opportunity	2.59	1.81	70%	0.004	0.028
Richmond	2	ROW 7714	ROW Opportunity	6.37	4.16	65%	0.002	0.028
Richmond	2	Parcel 150301	Regional Opportunity	0.90	0.66	73%	0.009	0.028
Richmond	2	Parcel 120253	Parcel-Based Opportunity	0.33	0.14	42%	0.021	0.028
Richmond	2	GIP 00306 / planned 517	Parcel-Based Opportunity (aspirational)	6.85	4.64	68%	0.002	0.027
Richmond	2	ROW 11010	ROW Opportunity	5.76	3.76	65%	0.002	0.027
Richmond	2	ROW 13419	ROW Opportunity	1.62	1.06	65%	0.006	0.027
Richmond	2	ROW 16451	ROW Opportunity	5.28	3.42	65%	0.002	0.027
Richmond	2	ROW 16525	ROW Opportunity	1.21	0.69	57%	0.007	0.027
Richmond	2	ROW 20279	ROW Opportunity	6.17	4.13	67%	0.002	0.027
Richmond	2	ROW 241	ROW Opportunity	7.41	4.90	66%	0.002	0.027
Richmond	2	ROW 280	ROW Opportunity	6.70	4.42	66%	0.002	0.027
Richmond	2	ROW 7716	ROW Opportunity	5.73	3.73	65%	0.002	0.027
Richmond	2	ROW 11626	ROW Opportunity	0.14	0.09	64%	0.044	0.026
Richmond	2	ROW 16463	ROW Opportunity	6.46	4.31	67%	0.002	0.026
Richmond	2	ROW 238	ROW Opportunity	0.20	0.14	70%	0.033	0.026
Richmond	2	ROW 7717	ROW Opportunity	2.09	1.39	67%	0.004	0.026
Richmond	2	ROW 8365	ROW Opportunity	9.43	5.05	54%	0.001	0.026
Richmond	2	ROW 8849	ROW Opportunity	6.28	4.11	65%	0.002	0.026
Richmond	2	ROW 9165	ROW Opportunity	0.31	0.19	61%	0.021	0.026
Richmond	2	ROW 9347	ROW Opportunity	8.44	5.50	65%	0.001	0.026
Richmond	2	Parcel 150205	Regional Opportunity	0.89	0.61	69%	0.009	0.026
Richmond	2	Parcel 375468	Parcel-Based Opportunity	0.97	0.09	9%	0.009	0.026
Richmond	2	ROW 190	ROW Opportunity	1.00	0.73	73%	0.008	0.025
Richmond	2	ROW 12098	ROW Opportunity	3.92	2.44	62%	0.003	0.025
Richmond	2	ROW 13064	ROW Opportunity	12.19	6.07	50%	0.001	0.025
Richmond	2	ROW 169	ROW Opportunity	0.64	0.50	78%	0.011	0.025
Richmond	2	ROW 207	ROW Opportunity	0.87	0.60	69%	0.009	0.025
Richmond	2	ROW 252	ROW Opportunity	5.36	3.50	65%	0.002	0.025
Richmond	2	Parcel 227484	Parcel-Based Opportunity	150.23	0.93	1%	0.000	0.025
Richmond	2	ROW 16476	ROW Opportunity	0.55	0.32	58%	0.012	0.024
Richmond	2	ROW 16495	ROW Opportunity	2.25	1.50	67%	0.004	0.024
Richmond	2	ROW 188	ROW Opportunity	1.08	0.78	72%	0.007	0.024
Richmond	2	ROW 9992	ROW Opportunity	2.54	1.65	65%	0.003	0.024
Richmond	2	GIP 00387 / Parcel 132965	Regional Opportunity (aspirational)	0.59	0.46	78%	0.011	0.023
Richmond	2	GIP 00396 / Parcel 133558	Regional Opportunity (aspirational)	0.63	0.52	83%	0.011	0.023
Richmond	2	GIP 00301 / planned 468	Parcel-Based Opportunity (aspirational)	18.01	5.20	29%	0.001	0.023
Richmond	2	GIP 00310 / planned 186	Parcel-Based Opportunity (aspirational)	18.01	5.20	29%	0.001	0.023
Richmond	2	GIP 00308 / planned 521	Parcel-Based Opportunity (aspirational)	5.57	3.75	67%	0.002	0.023
Richmond	2	ROW 59	ROW Opportunity	1.06	0.68	64%	0.007	0.023
Richmond	2	ROW 11852	ROW Opportunity	0.88	0.58	66%	0.008	0.023
Richmond	2	ROW 128	ROW Opportunity	3.64	2.51	69%	0.003	0.023
Richmond	2	ROW 14749	ROW Opportunity	1.79	0.86	48%	0.004	0.023
Richmond	2	ROW 16490	ROW Opportunity	2.47	1.59	64%	0.003	0.023
Richmond	2	ROW 216	ROW Opportunity	5.26	3.39	64%	0.002	0.023
Richmond	2	ROW 284	ROW Opportunity	4.68	3.14	67%	0.002	0.023
Richmond	2	ROW 345	ROW Opportunity	7.17	4.37	61%	0.001	0.023
Richmond	2	ROW 4274	ROW Opportunity	0.75	0.51	68%	0.009	0.023
Richmond	2	ROW 7798	ROW Opportunity	3.24	2.02	62%	0.003	0.023
Richmond	2	ROW 862	ROW Opportunity	0.62	0.49	79%	0.011	0.023
Richmond	2	GIP 00390 / Parcel 133528	Regional Opportunity (aspirational)	0.61	0.50	82%	0.011	0.022
Richmond	2	GIP 00341 / planned 529	Parcel-Based Opportunity (aspirational)	8.35	3.96	47%	0.001	0.022
Richmond	2	ROW 6276	ROW Opportunity	0.11	0.08	73%	0.051	0.022
Richmond	2	ROW 14348	ROW Opportunity	4.73	2.85	60%	0.002	0.022
Richmond	2	ROW 16540	ROW Opportunity	3.11	1.96	63%	0.003	0.022
Richmond	2	ROW 16547	ROW Opportunity	3.20	2.06	64%	0.003	0.022
Richmond	2	ROW 4556	ROW Opportunity	4.85	2.97	61%	0.002	0.022
Richmond	2	ROW 6850	ROW Opportunity	5.70	3.79	66%	0.002	0.022
Richmond	2	ROW 7554	ROW Opportunity	4.93	2.93	59%	0.002	0.022
Richmond	2	ROW 8344	ROW Opportunity	2.79	1.43	51%	0.003	0.022
Richmond	2	ROW 9354	ROW Opportunity	4.61	2.81	61%	0.002	0.022
Richmond	2	planned 187	Planned Unlined Bioretention	0.48	0.29	60%	0.013	0.022
Richmond	2	planned 514	Planned Unlined Swale	0.26	0.17	65%	0.022	0.022
Richmond	2	Parcel 231444	Parcel-Based Opportunity	9.82	5.16	53%	0.001	0.022
Richmond	2	Parcel 177214	Parcel-Based Opportunity	11.57	5.65	49%	0.001	0.022
Richmond	2	Parcel 197712	Parcel-Based Opportunity	0.34	0.05	15%	0.017	0.022
Richmond	2	ROW 16459	ROW Opportunity	3.83	2.58	67%	0.002	0.021
Richmond	2	ROW 20540	ROW Opportunity	1.86	1.20	65%	0.004	0.021
Richmond	2	ROW 4276	ROW Opportunity	1.18	0.85	72%	0.006	0.021
Richmond	2	ROW 4470	ROW Opportunity	5.90	3.81	65%	0.002	0.021
Richmond	2	ROW 68	ROW Opportunity	3.20	2.16	68%	0.003	0.021
Richmond	2	Parcel 142495	Regional Opportunity	1.67	1.01	60%	0.004	0.021
Richmond	2	Parcel 150789	Regional Opportunity	0.68	0.49	72%	0.009	0.021
Richmond	2	Parcel 136865	Regional Opportunity	0.56	0.40	71%	0.011	0.021
Richmond	2	ROW 13418	ROW Opportunity	2.49	1.71	69%	0.003	0.020

Agenda Item No. 7(A)

Attachment 2

Contra Costa Countywide Attainment Strategy
Attachment 1: Countywide Attainment Scenario Model Results

Jurisdiction	Permit	Project ID	Project Type	Area (Acres)	Impervious Area (Acres)	Percent Impervious	PCBs Yield (g/acre)	PCBs Mass reduced (g/yr)
Richmond	2	ROW 4128	ROW Opportunity	0.53	0.40	75%	0.011	0.020
Richmond	2	ROW 7747	ROW Opportunity	4.04	2.68	66%	0.002	0.020
Richmond	2	ROW 12816	ROW Opportunity	5.38	3.23	60%	0.002	0.020
Richmond	2	ROW 16450	ROW Opportunity	5.38	3.61	67%	0.002	0.020
Richmond	2	ROW 16677	ROW Opportunity	4.69	2.78	59%	0.002	0.020
Richmond	2	ROW 18208	ROW Opportunity	1.75	1.14	65%	0.004	0.020
Richmond	2	ROW 1991	ROW Opportunity	7.58	4.72	62%	0.001	0.020
Richmond	2	ROW 20007	ROW Opportunity	6.72	4.21	63%	0.001	0.020
Richmond	2	ROW 501	ROW Opportunity	5.00	3.06	61%	0.002	0.020
Richmond	2	ROW 6847	ROW Opportunity	5.45	3.61	66%	0.002	0.020
Richmond	2	ROW 7333	ROW Opportunity	3.29	2.13	65%	0.003	0.020
Richmond	2	ROW 9126	ROW Opportunity	1.07	0.38	36%	0.005	0.020
Richmond	2	Parcel 164500	Regional Opportunity	1.15	0.45	39%	0.005	0.020
Richmond	2	GIP 00330 / planned 141	Parcel-Based Opportunity (aspirational)	18.40	3.20	17%	0.000	0.019
Richmond	2	ROW 16534	ROW Opportunity	1.86	1.27	68%	0.004	0.019
Richmond	2	ROW 12536	ROW Opportunity	2.88	1.31	45%	0.002	0.019
Richmond	2	ROW 17129	ROW Opportunity	10.19	4.51	44%	0.001	0.019
Richmond	2	ROW 3972	ROW Opportunity	0.65	0.40	62%	0.009	0.019
Richmond	2	ROW 6954	ROW Opportunity	0.73	0.55	75%	0.008	0.019
Richmond	2	Parcel 196851	Parcel-Based Opportunity	4.96	0.08	2%	0.002	0.019
Richmond	2	GIP 00364 / Parcel 140096	Parcel-Based Opportunity (aspirational)	6.62	4.81	73%	0.001	0.018
Richmond	2	GIP 00296 / planned 511	Parcel-Based Opportunity (aspirational)	2.00	1.36	68%	0.003	0.018
Richmond	2	GIP 00299 / planned 522	Parcel-Based Opportunity (aspirational)	5.90	4.00	68%	0.001	0.018
Richmond	2	ROW 6066	ROW Opportunity	0.37	0.11	30%	0.013	0.018
Richmond	2	ROW 160	ROW Opportunity	4.58	3.15	69%	0.002	0.018
Richmond	2	ROW 16470	ROW Opportunity	2.55	1.66	65%	0.003	0.018
Richmond	2	ROW 20777	ROW Opportunity	1.92	1.28	67%	0.003	0.018
Richmond	2	ROW 213	ROW Opportunity	5.91	3.79	64%	0.001	0.018
Richmond	2	ROW 2915	ROW Opportunity	4.41	2.90	66%	0.002	0.018
Richmond	2	ROW 2928	ROW Opportunity	3.99	2.40	60%	0.002	0.018
Richmond	2	ROW 3295	ROW Opportunity	0.13	0.06	46%	0.035	0.018
Richmond	2	ROW 4531	ROW Opportunity	0.29	0.15	52%	0.016	0.018
Richmond	2	ROW 67	ROW Opportunity	1.78	1.28	72%	0.004	0.018
Richmond	2	Parcel 126885	Regional Opportunity	1.12	0.39	35%	0.005	0.018
Richmond	2	Parcel 152942	Regional Opportunity	0.52	0.42	81%	0.010	0.018
Richmond	2	Parcel 151124	Parcel-Based Opportunity	0.47	0.35	74%	0.011	0.018
Richmond	2	Parcel 151604	Regional Opportunity	0.50	0.42	84%	0.011	0.018
Richmond	2	ROW 16524	ROW Opportunity	0.17	0.12	71%	0.027	0.017
Richmond	2	ROW 16453	ROW Opportunity	4.49	2.90	65%	0.002	0.017
Richmond	2	ROW 16920	ROW Opportunity	0.89	0.46	52%	0.006	0.017
Richmond	2	ROW 17076	ROW Opportunity	4.77	2.85	60%	0.002	0.017
Richmond	2	ROW 290	ROW Opportunity	1.30	0.94	72%	0.005	0.017
Richmond	2	ROW 4396	ROW Opportunity	2.92	1.91	65%	0.002	0.017
Richmond	2	planned 489	Planned Unlined Bioretention	1.91	1.34	70%	0.003	0.017
Richmond	2	Parcel 209985	Parcel-Based Opportunity	7.78	4.24	54%	0.001	0.017
Richmond	2	GIP 00311 / planned 480	Parcel-Based Opportunity (aspirational)	3.92	2.68	68%	0.002	0.016
Richmond	2	ROW 115	ROW Opportunity	3.74	2.52	67%	0.002	0.016
Richmond	2	ROW 1385	ROW Opportunity	0.62	0.34	55%	0.008	0.016
Richmond	2	ROW 250	ROW Opportunity	2.22	1.47	66%	0.003	0.016
Richmond	2	ROW 314	ROW Opportunity	4.06	2.72	67%	0.002	0.016
Richmond	2	ROW 3741	ROW Opportunity	0.59	0.40	68%	0.008	0.016
Richmond	2	ROW 4398	ROW Opportunity	3.21	2.08	65%	0.002	0.016
Richmond	2	ROW 4866	ROW Opportunity	5.85	3.86	66%	0.001	0.016
Richmond	2	planned 94	Planned Creek/Marsh Restoration	4.16	2.12	51%	0.002	0.016
Richmond	2	Parcel 50787	Parcel-Based Opportunity	0.13	0.09	69%	0.033	0.016
Richmond	2	Parcel 150106	Parcel-Based Opportunity	0.47	0.36	77%	0.010	0.016
Richmond	2	GIP 00344 / planned 137	Parcel-Based Opportunity (aspirational)	9.66	3.71	38%	0.001	0.015
Richmond	2	ROW 12101	ROW Opportunity	1.93	1.31	68%	0.003	0.015
Richmond	2	ROW 81	ROW Opportunity	1.73	1.19	69%	0.003	0.015
Richmond	2	ROW 16447	ROW Opportunity	3.16	2.13	67%	0.002	0.015
Richmond	2	ROW 16479	ROW Opportunity	0.89	0.59	66%	0.006	0.015
Richmond	2	ROW 17605	ROW Opportunity	7.60	3.45	45%	0.001	0.015
Richmond	2	ROW 18926	ROW Opportunity	4.43	2.72	61%	0.002	0.015
Richmond	2	ROW 20316	ROW Opportunity	2.89	1.90	66%	0.002	0.015
Richmond	2	ROW 20542	ROW Opportunity	0.72	0.51	71%	0.007	0.015
Richmond	2	ROW 20895	ROW Opportunity	0.46	0.22	48%	0.009	0.015
Richmond	2	ROW 21152	ROW Opportunity	4.90	3.36	69%	0.001	0.015
Richmond	2	ROW 258	ROW Opportunity	0.55	0.39	71%	0.008	0.015
Richmond	2	ROW 6047	ROW Opportunity	4.81	3.21	67%	0.001	0.015
Richmond	2	ROW 78	ROW Opportunity	0.84	0.63	75%	0.006	0.015
Richmond	2	ROW 93	ROW Opportunity	5.91	3.85	65%	0.001	0.015
Richmond	2	Parcel 160376	Parcel-Based Opportunity	4.81	4.00	83%	0.001	0.015
Richmond	2	ROW 16611	ROW Opportunity	1.02	0.78	76%	0.005	0.014
Richmond	2	ROW 11012	ROW Opportunity	2.36	1.46	62%	0.002	0.014
Richmond	2	ROW 129	ROW Opportunity	0.42	0.29	69%	0.010	0.014
Richmond	2	ROW 14437	ROW Opportunity	13.77	3.20	23%	0.000	0.014
Richmond	2	ROW 16491	ROW Opportunity	1.26	0.81	64%	0.004	0.014
Richmond	2	ROW 16494	ROW Opportunity	2.27	1.51	67%	0.003	0.014
Richmond	2	ROW 19951	ROW Opportunity	4.44	2.66	60%	0.001	0.014
Richmond	2	ROW 286	ROW Opportunity	2.29	1.57	69%	0.003	0.014
Richmond	2	ROW 89	ROW Opportunity	1.38	0.90	65%	0.004	0.014
Richmond	2	ROW 9417	ROW Opportunity	2.08	1.34	64%	0.003	0.014
Richmond	2	Parcel 375481	Parcel-Based Opportunity	4.63	2.18	47%	0.002	0.014
Richmond	2	Parcel 139599	Parcel-Based Opportunity	5.30	3.53	67%	0.001	0.014
Richmond	2	Parcel 143637	Regional Opportunity	0.71	0.32	45%	0.006	0.014
Richmond	2	Parcel 143456	Parcel-Based Opportunity	0.42	0.32	76%	0.010	0.014
Richmond	2	Parcel 139156	Regional Opportunity	2.90	1.37	47%	0.002	0.014
Richmond	2	Parcel 136418	Regional Opportunity	0.51	0.31	61%	0.008	0.014
Richmond	2	Parcel 47763	Parcel-Based Opportunity	4.66	2.90	62%	0.001	0.014
Richmond	2	Parcel 191941	Parcel-Based Opportunity	7.01	0.25	4%	0.000	0.014
Richmond	2	GIP 00461 / ROW 17569	ROW Opportunity (aspirational)	2.96	1.75	59%	0.002	0.013
Richmond	2	GIP 00315 / planned 171	Parcel-Based Opportunity (aspirational)	16.16	2.93	18%	0.000	0.013
Richmond	2	GIP 00317 / planned 475	Parcel-Based Opportunity (aspirational)	16.16	2.93	18%	0.000	0.013
Richmond	2	GIP 00303 / planned 508	Parcel-Based Opportunity (aspirational)	3.47	2.33	67%	0.002	0.013

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Attachment 2

Contra Costa Countywide Attainment Strategy
Attachment 1: Countywide Attainment Scenario Model Results

Jurisdiction	Permit	Project ID	Project Type	Area (Acres)	Impervious Area (Acres)	Percent Impervious	PCBs Yield (g/acre)	PCBs Mass reduced (g/yr)
Richmond	2	ROW 12140	ROW Opportunity	0.81	0.58	72%	0.005	0.013
Richmond	2	ROW 2595	ROW Opportunity	1.07	0.42	39%	0.004	0.013
Richmond	2	ROW 163	ROW Opportunity	5.21	3.41	65%	0.001	0.013
Richmond	2	ROW 194	ROW Opportunity	4.22	2.78	66%	0.001	0.013
Richmond	2	ROW 6848	ROW Opportunity	2.21	1.46	66%	0.002	0.013
Richmond	2	ROW 7330	ROW Opportunity	5.35	3.48	65%	0.001	0.013
Richmond	2	ROW 8151	ROW Opportunity	4.36	2.94	67%	0.001	0.013
Richmond	2	Parcel 155750	Parcel-Based Opportunity	0.43	0.30	70%	0.009	0.013
Richmond	2	Parcel 112290	Regional Opportunity	1.12	0.16	14%	0.005	0.013
Richmond	2	GIP 00297 / planned 520	Parcel-Based Opportunity (aspirational)	2.35	1.60	68%	0.002	0.012
Richmond	2	ROW 14369	ROW Opportunity	0.27	0.09	33%	0.012	0.012
Richmond	2	ROW 281	ROW Opportunity	0.38	0.28	74%	0.010	0.012
Richmond	2	ROW 6101	ROW Opportunity	4.34	2.67	62%	0.001	0.012
Richmond	2	ROW 7748	ROW Opportunity	4.34	2.86	66%	0.001	0.012
Richmond	2	ROW 913	ROW Opportunity	0.22	0.10	45%	0.015	0.012
Richmond	2	ROW 132	ROW Opportunity	1.65	1.13	68%	0.003	0.012
Richmond	2	ROW 13338	ROW Opportunity	1.01	0.70	69%	0.004	0.012
Richmond	2	ROW 14167	ROW Opportunity	4.84	3.18	66%	0.001	0.012
Richmond	2	ROW 16466	ROW Opportunity	3.17	2.13	67%	0.002	0.012
Richmond	2	ROW 16474	ROW Opportunity	2.85	1.84	65%	0.002	0.012
Richmond	2	ROW 16502	ROW Opportunity	2.06	1.33	65%	0.002	0.012
Richmond	2	ROW 204	ROW Opportunity	4.79	3.07	64%	0.001	0.012
Richmond	2	ROW 253	ROW Opportunity	4.86	3.10	64%	0.001	0.012
Richmond	2	ROW 4277	ROW Opportunity	0.43	0.27	63%	0.008	0.012
Richmond	2	ROW 5573	ROW Opportunity	1.06	0.63	59%	0.004	0.012
Richmond	2	ROW 6558	ROW Opportunity	1.87	1.00	53%	0.002	0.012
Richmond	2	ROW 9680	ROW Opportunity	2.49	1.58	63%	0.002	0.012
Richmond	2	Parcel 225370	Parcel-Based Opportunity	25.07	3.05	12%	0.000	0.012
Richmond	2	Parcel 199669	Parcel-Based Opportunity	5.58	1.49	27%	0.001	0.012
Richmond	2	Parcel 211418	Parcel-Based Opportunity	9.02	2.38	26%	0.001	0.012
Richmond	2	Parcel 147723	Parcel-Based Opportunity	0.34	0.27	79%	0.010	0.012
Richmond	2	Parcel 150072	Parcel-Based Opportunity	0.36	0.27	75%	0.010	0.012
Richmond	2	Parcel 375470	Parcel-Based Opportunity	57.79	1.88	3%	0.000	0.012
Richmond	2	GIP 00312 / planned 193	Parcel-Based Opportunity (aspirational)	0.97	0.27	28%	0.004	0.011
Richmond	2	GIP 00320 / planned 509	Parcel-Based Opportunity (aspirational)	3.02	2.04	68%	0.002	0.011
Richmond	2	GIP 00327 / planned 510	Parcel-Based Opportunity (aspirational)	2.11	1.43	68%	0.002	0.011
Richmond	2	ROW 11660	ROW Opportunity	0.34	0.18	53%	0.010	0.011
Richmond	2	ROW 14811	ROW Opportunity	0.29	0.19	66%	0.011	0.011
Richmond	2	ROW 20469	ROW Opportunity	2.29	1.56	68%	0.002	0.011
Richmond	2	ROW 111	ROW Opportunity	3.22	2.10	65%	0.002	0.011
Richmond	2	ROW 13123	ROW Opportunity	1.20	0.83	69%	0.003	0.011
Richmond	2	ROW 14072	ROW Opportunity	1.98	1.16	59%	0.002	0.011
Richmond	2	ROW 16446	ROW Opportunity	1.36	0.89	65%	0.003	0.011
Richmond	2	ROW 16468	ROW Opportunity	3.10	2.04	66%	0.002	0.011
Richmond	2	ROW 16483	ROW Opportunity	2.83	1.77	63%	0.002	0.011
Richmond	2	ROW 19203	ROW Opportunity	3.74	2.18	58%	0.001	0.011
Richmond	2	ROW 19688	ROW Opportunity	4.52	2.76	61%	0.001	0.011
Richmond	2	ROW 249	ROW Opportunity	4.36	2.85	65%	0.001	0.011
Richmond	2	ROW 322	ROW Opportunity	4.52	3.02	67%	0.001	0.011
Richmond	2	ROW 3981	ROW Opportunity	2.93	1.87	64%	0.002	0.011
Richmond	2	ROW 4397	ROW Opportunity	3.99	2.39	60%	0.001	0.011
Richmond	2	ROW 9967	ROW Opportunity	5.27	2.53	48%	0.001	0.011
Richmond	2	Parcel 243861	Parcel-Based Opportunity	33.58	2.75	8%	0.000	0.011
Richmond	2	Parcel 121594	Parcel-Based Opportunity	3.20	1.53	48%	0.002	0.011
Richmond	2	Parcel 128233	Parcel-Based Opportunity	3.85	2.80	73%	0.001	0.011
Richmond	2	Parcel 149557	Parcel-Based Opportunity	0.35	0.25	71%	0.009	0.011
Richmond	2	Parcel 145759	Parcel-Based Opportunity	0.34	0.25	74%	0.010	0.011
Richmond	2	Parcel 167393	Parcel-Based Opportunity	4.98	2.79	56%	0.001	0.011
Richmond	2	Parcel 152538	Parcel-Based Opportunity	0.37	0.26	70%	0.009	0.011
Richmond	2	Parcel 150416	Parcel-Based Opportunity	0.32	0.27	84%	0.011	0.011
Richmond	2	Parcel 112193	Parcel-Based Opportunity	0.18	0.07	39%	0.016	0.011
Richmond	2	Parcel 116931	Parcel-Based Opportunity	11.22	0.40	4%	0.000	0.011
Richmond	2	GIP 00374 / Parcel 135904	Parcel-Based Opportunity (aspirational)	8.78	2.30	26%	0.001	0.010
Richmond	2	ROW 12330	ROW Opportunity	0.08	0.04	50%	0.032	0.010
Richmond	2	ROW 16763	ROW Opportunity	0.59	0.37	63%	0.005	0.010
Richmond	2	ROW 17322	ROW Opportunity	0.62	0.22	35%	0.005	0.010
Richmond	2	ROW 106	ROW Opportunity	2.85	1.90	67%	0.002	0.010
Richmond	2	ROW 12120	ROW Opportunity	3.47	1.90	55%	0.001	0.010
Richmond	2	ROW 16210	ROW Opportunity	1.50	0.99	66%	0.003	0.010
Richmond	2	ROW 16841	ROW Opportunity	3.01	1.97	65%	0.002	0.010
Richmond	2	ROW 16843	ROW Opportunity	2.85	1.68	59%	0.002	0.010
Richmond	2	ROW 17073	ROW Opportunity	3.30	2.03	62%	0.002	0.010
Richmond	2	ROW 17749	ROW Opportunity	3.83	2.47	64%	0.001	0.010
Richmond	2	ROW 215	ROW Opportunity	3.95	2.54	64%	0.001	0.010
Richmond	2	ROW 3014	ROW Opportunity	0.11	0.07	64%	0.025	0.010
Richmond	2	ROW 342	ROW Opportunity	0.85	0.53	62%	0.004	0.010
Richmond	2	ROW 3511	ROW Opportunity	1.82	1.16	64%	0.002	0.010
Richmond	2	ROW 5040	ROW Opportunity	3.33	2.12	64%	0.001	0.010
Richmond	2	ROW 5698	ROW Opportunity	4.79	2.31	48%	0.001	0.010
Richmond	2	planned 490	Planned Unlined Bioretention	3.29	2.20	67%	0.001	0.010
Richmond	2	Parcel 233025	Parcel-Based Opportunity	7.10	2.14	30%	0.001	0.010
Richmond	2	Parcel 199702	Parcel-Based Opportunity	3.99	2.43	61%	0.001	0.010
San Pablo	2	GIP 00051 / ROW 7812	ROW Opportunity (aspirational)	7.18	4.82	67%	0.038	1.114
San Pablo	2	ROW 16921	ROW Opportunity	12.99	7.46	57%	0.008	0.353
San Pablo	2	planned 36	Planned Flood Control Basin	38.92	17.91	46%	0.002	0.256
San Pablo	2	planned 162	Planned Unlined Bioretention	53.22	35.34	66%	0.002	0.246
San Pablo	2	ROW 16388	ROW Opportunity	7.27	5.13	71%	0.010	0.245
San Pablo	2	planned 302	Planned Creek/Marsh Restoration	3.18	1.46	46%	0.019	0.235
San Pablo	2	ROW 20797	ROW Opportunity	1.05	0.93	89%	0.051	0.214
San Pablo	2	ROW 7812	ROW Opportunity	1.06	0.70	66%	0.038	0.162
San Pablo	2	ROW 16905	ROW Opportunity	5.86	3.97	68%	0.007	0.138
San Pablo	2	ROW 16907	ROW Opportunity	7.80	5.26	67%	0.005	0.127
San Pablo	2	ROW 16903	ROW Opportunity	4.25	2.88	68%	0.008	0.119
San Pablo	2	ROW 6559	ROW Opportunity	12.76	7.53	59%	0.003	0.114

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Contra Costa Countywide Attainment Strategy
Attachment 1: Countywide Attainment Scenario Model Results

Jurisdiction	Permit	Project ID	Project Type	Area (Acres)	Impervious Area (Acres)	Percent Impervious	PCBs Yield (g/acre)	PCBs Mass reduced (g/yr)
San Pablo	2	planned 304	Planned Creek/Marsh Restoration	28.94	14.49	50%	0.002	0.105
San Pablo	2	GIP 00059 / SD MasterPlan	ROW Opportunity (aspirational)	29.73	19.48	66%	0.001	0.094
San Pablo	2	ROW 4126	ROW Opportunity	0.60	0.43	72%	0.038	0.092
San Pablo	2	ROW 19846	ROW Opportunity	6.35	3.77	59%	0.004	0.076
San Pablo	2	ROW 2698	ROW Opportunity	8.13	5.52	68%	0.003	0.074
San Pablo	2	ROW 2767	ROW Opportunity	1.26	0.75	60%	0.015	0.070
San Pablo	2	GIP 00049 / ROW 11891	ROW Opportunity (aspirational)	7.98	5.43	68%	0.003	0.068
San Pablo	2	ROW 189	ROW Opportunity	3.45	2.35	68%	0.006	0.068
San Pablo	2	ROW 2769	ROW Opportunity	5.25	2.83	54%	0.004	0.063
San Pablo	2	ROW 7219	ROW Opportunity	1.16	0.79	68%	0.014	0.061
San Pablo	2	ROW 9756	ROW Opportunity	3.58	2.30	64%	0.006	0.061
San Pablo	2	ROW 6033	ROW Opportunity	7.68	5.03	65%	0.003	0.055
San Pablo	2	ROW 77	ROW Opportunity	0.39	0.30	77%	0.034	0.052
San Pablo	2	ROW 4227	ROW Opportunity	4.63	2.97	64%	0.004	0.047
San Pablo	2	ROW 192	ROW Opportunity	3.68	2.55	69%	0.004	0.045
San Pablo	2	ROW 18421	ROW Opportunity	9.68	6.08	63%	0.002	0.039
San Pablo	2	ROW 786	ROW Opportunity	5.66	3.27	58%	0.003	0.039
San Pablo	2	ROW 16914	ROW Opportunity	2.49	1.66	67%	0.005	0.036
San Pablo	2	ROW 18397	ROW Opportunity	2.76	1.78	64%	0.004	0.035
San Pablo	2	ROW 4228	ROW Opportunity	2.60	1.68	65%	0.005	0.035
San Pablo	2	ROW 16014	ROW Opportunity	5.29	3.53	67%	0.003	0.035
San Pablo	2	GIP 00050 / ROW 18927	ROW Opportunity (aspirational)	6.33	4.23	67%	0.002	0.033
San Pablo	2	ROW 18924	ROW Opportunity	0.25	0.19	76%	0.033	0.032
San Pablo	2	ROW 16015	ROW Opportunity	1.34	0.88	66%	0.007	0.031
San Pablo	2	ROW 15641	ROW Opportunity	4.30	2.76	64%	0.003	0.030
San Pablo	2	ROW 4668	ROW Opportunity	2.52	1.68	67%	0.004	0.030
San Pablo	2	ROW 12843	ROW Opportunity	2.13	1.52	71%	0.005	0.029
San Pablo	2	ROW 167	ROW Opportunity	6.95	4.63	67%	0.002	0.028
San Pablo	2	ROW 6930	ROW Opportunity	0.90	0.64	71%	0.009	0.028
San Pablo	2	ROW 15350	ROW Opportunity	1.12	0.66	59%	0.007	0.027
San Pablo	2	ROW 19954	ROW Opportunity	3.17	2.07	65%	0.003	0.027
San Pablo	2	ROW 20000	ROW Opportunity	1.97	1.36	69%	0.005	0.027
San Pablo	2	ROW 165	ROW Opportunity	5.88	3.79	64%	0.002	0.026
San Pablo	2	ROW 17042	ROW Opportunity	5.45	3.63	67%	0.002	0.025
San Pablo	2	ROW 11891	ROW Opportunity	1.83	1.26	69%	0.005	0.024
San Pablo	2	ROW 12558	ROW Opportunity	8.04	4.68	58%	0.001	0.023
San Pablo	2	ROW 16390	ROW Opportunity	1.74	1.08	62%	0.005	0.023
San Pablo	2	ROW 4473	ROW Opportunity	1.50	0.88	59%	0.005	0.022
San Pablo	2	ROW 12611	ROW Opportunity	2.08	1.46	70%	0.004	0.021
San Pablo	2	ROW 4651	ROW Opportunity	1.36	0.86	63%	0.005	0.021
San Pablo	2	Parcel 177888	Regional Opportunity	0.72	0.48	67%	0.009	0.021
San Pablo	2	ROW 52	ROW Opportunity	3.36	1.97	59%	0.002	0.020
San Pablo	2	ROW 21121	ROW Opportunity	4.48	2.81	63%	0.002	0.020
San Pablo	2	ROW 10495	ROW Opportunity	2.74	1.83	67%	0.003	0.019
San Pablo	2	ROW 4471	ROW Opportunity	1.20	0.64	53%	0.005	0.019
San Pablo	2	planned 155	Planned Creek/Marsh Restoration	0.31	0.18	58%	0.016	0.019
San Pablo	2	Parcel 188525	Regional Opportunity	0.59	0.44	75%	0.010	0.019
San Pablo	2	Parcel 174149	Regional Opportunity	1.30	0.40	31%	0.004	0.019
San Pablo	2	ROW 11364	ROW Opportunity	0.57	0.40	70%	0.009	0.018
San Pablo	2	ROW 11808	ROW Opportunity	0.75	0.49	65%	0.008	0.018
San Pablo	2	ROW 125	ROW Opportunity	4.82	3.00	62%	0.002	0.018
San Pablo	2	ROW 12612	ROW Opportunity	2.24	1.38	62%	0.003	0.018
San Pablo	2	ROW 171	ROW Opportunity	3.11	1.99	64%	0.002	0.018
San Pablo	2	ROW 18927	ROW Opportunity	0.12	0.08	67%	0.039	0.018
San Pablo	2	ROW 65	ROW Opportunity	6.84	4.46	65%	0.001	0.018
San Pablo	2	planned 325	Planned Unlined Bioretention	5.36	1.64	31%	0.001	0.018
San Pablo	2	ROW 13089	ROW Opportunity	1.15	0.81	70%	0.005	0.016
San Pablo	2	ROW 16916	ROW Opportunity	0.68	0.48	71%	0.007	0.016
San Pablo	2	ROW 2963	ROW Opportunity	3.78	2.51	66%	0.002	0.016
San Pablo	2	ROW 14830	ROW Opportunity	3.59	2.40	67%	0.002	0.015
San Pablo	2	ROW 108	ROW Opportunity	3.27	2.07	63%	0.002	0.015
San Pablo	2	ROW 170	ROW Opportunity	4.03	2.63	65%	0.002	0.015
San Pablo	2	Parcel 190737	Parcel-Based Opportunity	11.43	3.64	32%	0.001	0.015
San Pablo	2	ROW 19776	ROW Opportunity	2.43	1.55	64%	0.002	0.014
San Pablo	2	ROW 16389	ROW Opportunity	1.15	0.78	68%	0.004	0.013
San Pablo	2	ROW 3087	ROW Opportunity	3.36	2.28	68%	0.002	0.013
San Pablo	2	planned 303	Planned Creek/Marsh Restoration	2.48	1.06	43%	0.002	0.013
San Pablo	2	planned 172	Planned Unlined Swale	2.97	1.38	46%	0.002	0.013
San Pablo	2	planned 342	Planned Creek/Marsh Restoration	3.00	1.41	47%	0.002	0.013
San Pablo	2	planned 343	Planned Habitat Restoration	3.01	1.41	47%	0.002	0.013
San Pablo	2	planned 413	Planned Unlined Bioretention	2.97	1.38	46%	0.002	0.013
San Pablo	2	ROW 2765	ROW Opportunity	0.45	0.32	71%	0.008	0.012
San Pablo	2	ROW 7319	ROW Opportunity	0.65	0.48	74%	0.006	0.012
San Pablo	2	ROW 14301	ROW Opportunity	3.39	2.13	63%	0.002	0.011
San Pablo	2	ROW 114	ROW Opportunity	2.62	1.66	63%	0.002	0.011
San Pablo	2	ROW 15832	ROW Opportunity	0.35	0.24	69%	0.009	0.011
San Pablo	2	ROW 20998	ROW Opportunity	2.84	1.84	65%	0.002	0.011
San Pablo	2	planned 159	Planned Flood Control	0.94	0.44	47%	0.004	0.011
San Pablo	2	planned 160	Planned Flood Control	0.94	0.44	47%	0.004	0.011
San Pablo	2	ROW 2774	ROW Opportunity	0.12	0.08	67%	0.022	0.010
San Pablo	2	ROW 11348	ROW Opportunity	1.55	1.05	68%	0.003	0.010
San Pablo	2	ROW 178	ROW Opportunity	1.53	0.99	65%	0.003	0.010
San Pablo	2	ROW 18545	ROW Opportunity	1.13	0.78	69%	0.003	0.010
San Pablo	2	ROW 604	ROW Opportunity	2.68	1.72	64%	0.002	0.010
San Pablo	2	ROW 76	ROW Opportunity	3.81	2.44	64%	0.001	0.010
San Pablo	2	Parcel 177537	Parcel-Based Opportunity	0.35	0.23	66%	0.009	0.010
San Ramon	2	ROW 16937	ROW Opportunity	14.91	8.01	54%	0.008	0.404
San Ramon	2	ROW 5150	ROW Opportunity	17.26	9.38	54%	0.006	0.361
San Ramon	2	Parcel 1429	Parcel-Based Opportunity	7.08	3.05	43%	0.012	0.288
San Ramon	2	ROW 16938	ROW Opportunity	44.75	26.81	60%	0.002	0.202
San Ramon	2	Parcel 1424	Parcel-Based Opportunity	3.25	2.00	62%	0.016	0.177
San Ramon	2	ROW 13922	ROW Opportunity	5.32	2.95	55%	0.010	0.166
San Ramon	2	ROW 5023	ROW Opportunity	5.42	2.58	48%	0.009	0.161
San Ramon	2	Parcel 74168	Parcel-Based Opportunity	4.28	3.30	77%	0.010	0.154

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Attachment 2

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Jurisdiction	Permit	Project ID	Project Type	Area (Acres)	Impervious Area (Acres)	Percent Impervious	PCBs Yield (g/acre)	PCBs Mass reduced (g/yr)
San Ramon	2	ROW 19140	ROW Opportunity	13.00	6.76	52%	0.003	0.112
San Ramon	2	ROW 560	ROW Opportunity	48.47	23.77	49%	0.001	0.102
San Ramon	2	ROW 14434	ROW Opportunity	2.77	1.52	55%	0.011	0.095
San Ramon	2	ROW 16426	ROW Opportunity	1.38	0.83	60%	0.016	0.076
San Ramon	2	ROW 13536	ROW Opportunity	15.98	8.39	53%	0.002	0.068
San Ramon	2	Parcel 59728	Parcel-Based Opportunity	40.01	15.74	39%	0.001	0.066
San Ramon	2	ROW 19361	ROW Opportunity	0.95	0.61	64%	0.015	0.052
San Ramon	2	ROW 5451	ROW Opportunity	24.69	12.16	49%	0.001	0.049
San Ramon	2	Parcel 74549	Regional Opportunity	0.89	0.57	64%	0.015	0.048
San Ramon	2	ROW 7238	ROW Opportunity	5.09	2.65	52%	0.003	0.047
San Ramon	2	ROW 2693	ROW Opportunity	27.57	13.61	49%	0.001	0.046
San Ramon	2	ROW 9268	ROW Opportunity	1.05	0.64	61%	0.013	0.044
San Ramon	2	ROW 14869	ROW Opportunity	14.80	6.94	47%	0.001	0.043
San Ramon	2	ROW 19759	ROW Opportunity	3.77	1.87	50%	0.004	0.043
San Ramon	2	ROW 14030	ROW Opportunity	3.62	2.17	60%	0.004	0.039
San Ramon	2	Parcel 1440	Regional Opportunity	2.20	0.24	11%	0.005	0.039
San Ramon	2	ROW 20234	ROW Opportunity	3.27	1.89	58%	0.004	0.037
San Ramon	2	ROW 2149	ROW Opportunity	13.93	6.98	50%	0.001	0.036
San Ramon	2	Parcel 54308	Regional Opportunity	1.18	0.65	55%	0.008	0.032
San Ramon	2	ROW 2328	ROW Opportunity	0.92	0.30	33%	0.009	0.030
San Ramon	2	ROW 5995	ROW Opportunity	8.73	3.50	40%	0.002	0.030
San Ramon	2	Parcel 73130	Regional Opportunity	1.30	0.32	25%	0.007	0.030
San Ramon	2	Parcel 1133	Parcel-Based Opportunity	9.50	2.66	28%	0.001	0.025
San Ramon	2	Parcel 56107	Parcel-Based Opportunity	16.67	5.24	31%	0.001	0.024
San Ramon	2	Parcel 56619	Parcel-Based Opportunity	11.96	4.45	37%	0.001	0.021
San Ramon	2	ROW 7425	ROW Opportunity	5.04	2.86	57%	0.002	0.020
San Ramon	2	ROW 11940	ROW Opportunity	5.68	2.26	40%	0.002	0.019
San Ramon	2	ROW 12822	ROW Opportunity	14.95	7.56	51%	0.000	0.019
San Ramon	2	ROW 3355	ROW Opportunity	4.30	1.88	44%	0.002	0.019
San Ramon	2	Parcel 54147	Parcel-Based Opportunity	11.94	4.08	34%	0.001	0.019
San Ramon	2	ROW 5148	ROW Opportunity	0.88	0.42	48%	0.007	0.018
San Ramon	2	Parcel 56925	Parcel-Based Opportunity	10.03	3.99	40%	0.001	0.018
San Ramon	2	ROW 17356	ROW Opportunity	7.97	3.72	47%	0.001	0.016
San Ramon	2	ROW 558	ROW Opportunity	2.14	1.25	58%	0.003	0.016
San Ramon	2	ROW 10130	ROW Opportunity	0.82	0.51	62%	0.005	0.014
San Ramon	2	ROW 10239	ROW Opportunity	6.36	3.22	51%	0.001	0.014
San Ramon	2	ROW 14016	ROW Opportunity	5.41	2.19	40%	0.001	0.014
San Ramon	2	ROW 17472	ROW Opportunity	3.74	1.78	48%	0.002	0.014
San Ramon	2	ROW 19366	ROW Opportunity	7.37	3.52	48%	0.001	0.014
San Ramon	2	ROW 6768	ROW Opportunity	2.05	1.31	64%	0.003	0.013
San Ramon	2	ROW 7432	ROW Opportunity	4.06	1.64	40%	0.001	0.013
San Ramon	2	ROW 18224	ROW Opportunity	5.30	2.56	48%	0.001	0.012
San Ramon	2	ROW 3115	ROW Opportunity	3.26	1.35	41%	0.002	0.012
San Ramon	2	ROW 14638	ROW Opportunity	5.32	2.59	49%	0.001	0.011
San Ramon	2	ROW 20860	ROW Opportunity	3.04	1.64	54%	0.002	0.011
San Ramon	2	ROW 6884	ROW Opportunity	4.99	2.61	52%	0.001	0.011
San Ramon	2	ROW 3070	ROW Opportunity	4.82	2.40	50%	0.001	0.010
San Ramon	2	ROW 3632	ROW Opportunity	4.57	2.38	52%	0.001	0.010
Unincorporated	2	planned 32	Planned Unlined Bioretention	460.01	217.16	47%	0.005	8.311
Unincorporated	2	Parcel 234358	Regional Opportunity	437.95	212.62	49%	0.005	8.269
Unincorporated	2	planned 1309	Planned Unlined Swale	33.51	13.65	41%	0.014	1.864
Unincorporated	2	planned 911	Planned Unlined Bioretention	4.69	2.66	57%	0.032	0.628
Unincorporated	2	planned 426	Planned Creek/Marsh Restoration	11.94	3.37	28%	0.012	0.589
Unincorporated	2	Parcel 253891	Parcel-Based Opportunity	31.99	2.26	7%	0.005	0.466
Unincorporated	2	planned 912	Planned Unlined Bioretention	2.85	1.61	56%	0.031	0.380
Unincorporated	2	ROW 15886	ROW Opportunity	10.92	5.78	53%	0.009	0.339
Unincorporated	2	ROW 18993	ROW Opportunity	4.03	1.35	33%	0.019	0.330
Unincorporated	2	Parcel 257160	Regional Opportunity	27.71	15.65	56%	0.004	0.312
Unincorporated	2	planned 928	Planned Unlined Bioretention	12.72	5.77	45%	0.006	0.285
Unincorporated	2	ROW 15469	ROW Opportunity	1.87	1.03	55%	0.032	0.241
Unincorporated	2	ROW 326	ROW Opportunity	5.29	3.11	59%	0.012	0.232
Unincorporated	2	planned 845	Planned Unlined Bioretention	9.56	4.74	50%	0.006	0.193
Unincorporated	2	ROW 4127	ROW Opportunity	4.13	2.65	64%	0.012	0.180
Unincorporated	2	planned 1251	Planned Unlined Bioretention	6.65	3.60	54%	0.008	0.180
Unincorporated	2	planned 134	Planned Unlined Bioretention	7.12	4.36	61%	0.007	0.172
Unincorporated	2	planned 1128	Planned Unlined Bioretention	18.84	6.19	33%	0.003	0.171
Unincorporated	2	ROW 336	ROW Opportunity	1.33	0.82	62%	0.031	0.166
Unincorporated	2	planned 813	Planned Unlined Bioretention	6.43	3.65	57%	0.007	0.166
Unincorporated	2	ROW 18095	ROW Opportunity	1.02	0.74	73%	0.040	0.164
Unincorporated	2	planned 834	Planned Unlined Bioretention	6.15	3.59	58%	0.007	0.160
Unincorporated	2	planned 1158	Planned Unlined Bioretention	4.47	2.62	59%	0.008	0.127
Unincorporated	2	Parcel 231873	Regional Opportunity	4.42	2.78	63%	0.008	0.126
Unincorporated	2	planned 922	Planned Unlined Bioretention	4.80	2.79	58%	0.007	0.124
Unincorporated	2	ROW 7003	ROW Opportunity	3.09	0.99	32%	0.009	0.116
Unincorporated	2	ROW 3884	ROW Opportunity	4.07	2.27	56%	0.007	0.098
Unincorporated	2	planned 910	Planned Unlined Bioretention	0.77	0.41	53%	0.030	0.098
Unincorporated	2	ROW 278	ROW Opportunity	8.71	4.86	56%	0.004	0.097
Unincorporated	2	planned 921	Planned Unlined Bioretention	3.60	2.10	58%	0.007	0.093
Unincorporated	2	planned 944	Planned Unlined Bioretention	7.39	1.26	17%	0.004	0.090
Unincorporated	2	ROW 15893	ROW Opportunity	2.97	1.65	56%	0.008	0.078
Unincorporated	2	ROW 7816	ROW Opportunity	1.63	0.34	21%	0.011	0.074
Unincorporated	2	planned 841	Planned Unlined Bioretention	2.18	1.80	83%	0.010	0.073
Unincorporated	2	planned 948	Planned Unlined Bioretention	2.32	1.60	69%	0.009	0.072
Unincorporated	2	planned 951	Planned Unlined Bioretention	2.22	1.53	69%	0.008	0.068
Unincorporated	2	planned 715	Planned Unlined Bioretention	4.86	2.45	50%	0.004	0.067
Unincorporated	2	ROW 9938	ROW Opportunity	0.86	0.53	62%	0.019	0.061
Unincorporated	2	Parcel 373409	Regional Opportunity	46.53	17.47	38%	0.001	0.061
Unincorporated	2	planned 1159	Planned Unlined Bioretention	2.41	1.29	54%	0.007	0.057
Unincorporated	2	planned 824	Planned Unlined Bioretention	2.98	1.31	44%	0.005	0.057
Unincorporated	2	Parcel 212559	Regional Opportunity	2.98	1.31	44%	0.005	0.057
Unincorporated	2	planned 1120	Planned Unlined Bioretention	2.72	1.22	45%	0.006	0.056
Unincorporated	2	planned 932	Planned Unlined Bioretention	1.95	1.27	65%	0.008	0.056
Unincorporated	2	Parcel 234658	Regional Opportunity	1.95	1.27	65%	0.008	0.056
Unincorporated	2	planned 1145	Planned Unlined Bioretention	1.80	1.30	72%	0.008	0.053

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Unincorporated	2	planned 950	Planned Unlined Bioretention	1.69	1.17	69%	0.008	0.052
Unincorporated	2	Parcel 238562	Regional Opportunity	12.03	6.43	53%	0.002	0.052
Unincorporated	2	Parcel 233114	Regional Opportunity	1.76	1.09	62%	0.008	0.050
Unincorporated	2	Parcel 227066	Regional Opportunity	1.84	0.99	54%	0.007	0.047
Unincorporated	2	planned 1234	Planned Unlined Bioretention	2.16	1.04	48%	0.006	0.046
Unincorporated	2	Parcel 183600	Regional Opportunity	2.16	1.04	48%	0.006	0.046
Unincorporated	2	ROW 8370	ROW Opportunity	3.43	2.12	62%	0.004	0.042
Unincorporated	2	planned 965	Planned Unlined Bioretention	6.89	2.96	43%	0.002	0.042
Unincorporated	2	planned 1291	Planned Unlined Bioretention	1.09	0.95	87%	0.011	0.041
Unincorporated	2	planned 949	Planned Unlined Bioretention	1.37	0.93	68%	0.008	0.041
Unincorporated	2	Parcel 227359	Regional Opportunity	1.61	0.86	53%	0.007	0.041
Unincorporated	2	ROW 17780	ROW Opportunity	2.96	1.24	42%	0.004	0.040
Unincorporated	2	planned 1160	Planned Unlined Bioretention	1.68	0.89	53%	0.007	0.040
Unincorporated	2	planned 18	Planned Lined Bioretention	1.52	0.87	57%	0.007	0.038
Unincorporated	2	ROW 10003	ROW Opportunity	1.69	0.37	22%	0.006	0.036
Unincorporated	2	planned 13	Planned Lined Bioretention	2.14	0.72	34%	0.005	0.035
Unincorporated	2	planned 1295	Planned Unlined Bioretention	1.25	0.75	60%	0.008	0.035
Unincorporated	2	ROW 18461	ROW Opportunity	1.29	0.56	43%	0.007	0.033
Unincorporated	2	planned 1161	Planned Unlined Bioretention	1.41	0.66	47%	0.006	0.032
Unincorporated	2	ROW 6054	ROW Opportunity	1.16	0.07	6%	0.006	0.030
Unincorporated	2	planned 829	Planned Unlined Bioretention	1.82	1.15	63%	0.005	0.030
Unincorporated	2	planned 927	Planned Unlined Bioretention	1.35	0.61	45%	0.006	0.030
Unincorporated	2	Parcel 218901	Regional Opportunity	1.82	1.15	63%	0.005	0.030
Unincorporated	2	planned 1138	Planned Unlined Bioretention	0.92	0.66	72%	0.009	0.029
Unincorporated	2	planned 1144	Planned Unlined Bioretention	0.89	0.65	73%	0.009	0.029
Unincorporated	2	planned 890	Planned Unlined Bioretention	1.14	0.66	58%	0.007	0.029
Unincorporated	2	Parcel 40021	Regional Opportunity	17.61	7.00	40%	0.001	0.029
Unincorporated	2	Parcel 251699	Regional Opportunity	1.25	0.63	50%	0.007	0.029
Unincorporated	2	planned 818	Planned Unlined Bioretention	1.37	0.61	45%	0.006	0.028
Unincorporated	2	planned 714	Planned Unlined Bioretention	18.57	6.68	36%	0.001	0.028
Unincorporated	2	ROW 302	ROW Opportunity	4.48	2.58	58%	0.002	0.027
Unincorporated	2	planned 1252	Planned Unlined Bioretention	0.14	0.10	71%	0.043	0.024
Unincorporated	2	planned 955	Planned Unlined Bioretention	0.82	0.54	66%	0.008	0.024
Unincorporated	2	planned 1132	Planned Unlined Bioretention	1.16	0.53	46%	0.006	0.024
Unincorporated	2	planned 947	Planned Unlined Bioretention	0.86	0.49	57%	0.008	0.023
Unincorporated	2	planned 1249	Planned Unlined Bioretention	8.27	3.84	46%	0.001	0.023
Unincorporated	2	Parcel 11752	Regional Opportunity	10.67	2.59	24%	0.001	0.023
Unincorporated	2	Parcel 225283	Regional Opportunity	10.44	5.50	53%	0.001	0.023
Unincorporated	2	planned 1297	Planned Unlined Bioretention	0.62	0.12	19%	0.010	0.021
Unincorporated	2	planned 843	Planned Unlined Bioretention	0.97	0.44	45%	0.006	0.020
Unincorporated	2	planned 19	Planned Lined Bioretention	0.94	0.40	43%	0.006	0.019
Unincorporated	2	planned 926	Planned Unlined Bioretention	0.85	0.39	46%	0.006	0.019
Unincorporated	2	planned 1188	Planned Unlined Bioretention	2.05	0.21	10%	0.003	0.019
Unincorporated	2	planned 1056	Planned Unlined Bioretention	2.73	1.12	41%	0.003	0.019
Unincorporated	2	planned 1148	Planned Unlined Bioretention	0.57	0.42	74%	0.009	0.018
Unincorporated	2	planned 1248	Planned Unlined Bioretention	2.81	1.39	49%	0.002	0.018
Unincorporated	2	Parcel 190589	Regional Opportunity	7.24	4.65	64%	0.001	0.018
Unincorporated	2	Parcel 190676	Regional Opportunity	2.81	1.39	49%	0.002	0.018
Unincorporated	2	planned 825	Planned Unlined Bioretention	0.70	0.38	54%	0.007	0.017
Unincorporated	2	planned 854	Planned Unlined Bioretention	0.73	0.37	51%	0.006	0.017
Unincorporated	2	Parcel 211551	Regional Opportunity	0.70	0.38	54%	0.007	0.017
Unincorporated	2	Parcel 134621	Regional Opportunity	5.52	4.38	79%	0.001	0.017
Unincorporated	2	Parcel 18653	Regional Opportunity	10.01	4.18	42%	0.001	0.017
Unincorporated	2	Parcel 260347	Regional Opportunity	13.69	3.71	27%	0.001	0.017
Unincorporated	2	Parcel 248771	Regional Opportunity	8.72	4.17	48%	0.001	0.017
Unincorporated	2	planned 1232	Planned Unlined Bioretention	0.67	0.37	55%	0.007	0.016
Unincorporated	2	planned 827	Planned Unlined Bioretention	0.82	0.32	39%	0.005	0.016
Unincorporated	2	planned 1099	Planned Unlined Bioretention	7.57	4.06	54%	0.001	0.016
Unincorporated	2	planned 817	Planned Unlined Bioretention	9.30	3.93	42%	0.001	0.016
Unincorporated	2	Parcel 214683	Regional Opportunity	0.82	0.32	39%	0.005	0.016
Unincorporated	2	Parcel 261278	Regional Opportunity	7.57	4.06	54%	0.001	0.016
Unincorporated	2	Parcel 234760	Regional Opportunity	10.17	3.71	36%	0.001	0.016
Unincorporated	2	Parcel 185725	Regional Opportunity	0.67	0.37	55%	0.007	0.016
Unincorporated	2	Parcel 204352	Regional Opportunity	0.50	0.37	74%	0.010	0.016
Unincorporated	2	Parcel 363962	Regional Opportunity	8.03	3.75	47%	0.001	0.016
Unincorporated	2	planned 820	Planned Unlined Bioretention	0.59	0.34	58%	0.007	0.015
Unincorporated	2	planned 1047	Planned Unlined Bioretention	4.54	1.79	39%	0.002	0.015
Unincorporated	2	Parcel 259820	Regional Opportunity	8.72	3.46	40%	0.001	0.015
Unincorporated	2	Parcel 221126	Regional Opportunity	7.83	3.50	45%	0.001	0.015
Unincorporated	2	Parcel 373937	Regional Opportunity	9.10	4.03	44%	0.001	0.015
Unincorporated	2	planned 838	Planned Unlined Bioretention	0.51	0.35	69%	0.008	0.014
Unincorporated	2	Parcel 25124	Regional Opportunity	10.84	2.77	26%	0.001	0.014
Unincorporated	2	Parcel 262723	Regional Opportunity	10.53	3.23	31%	0.001	0.014
Unincorporated	2	Parcel 260232	Regional Opportunity	0.64	0.31	48%	0.006	0.014
Unincorporated	2	Parcel 236835	Regional Opportunity	11.70	2.62	22%	0.001	0.014
Unincorporated	2	ROW 19675	ROW Opportunity	4.36	2.48	57%	0.001	0.013
Unincorporated	2	planned 905	Planned Unlined Bioretention	0.92	0.52	57%	0.004	0.013
Unincorporated	2	planned 1065	Planned Unlined Bioretention	7.95	2.46	31%	0.001	0.013
Unincorporated	2	Parcel 180679	Regional Opportunity	0.58	0.29	50%	0.007	0.013
Unincorporated	2	Parcel 368650	Regional Opportunity	7.51	3.18	42%	0.001	0.013
Unincorporated	2	planned 1231	Planned Unlined Bioretention	0.53	0.28	53%	0.007	0.012
Unincorporated	2	Parcel 186716	Regional Opportunity	0.53	0.28	53%	0.007	0.012
Unincorporated	2	Parcel 373408	Regional Opportunity	12.02	4.26	35%	0.000	0.012
Unincorporated	2	ROW 10414	ROW Opportunity	5.41	0.94	17%	0.001	0.011
Unincorporated	2	ROW 14235	ROW Opportunity	1.05	0.63	60%	0.004	0.011
Unincorporated	2	planned 1134	Planned Unlined Bioretention	0.23	0.11	48%	0.012	0.011
Unincorporated	2	planned 1281	Planned Unlined Bioretention	0.34	0.25	74%	0.010	0.011
Unincorporated	2	planned 953	Planned Unlined Bioretention	0.38	0.06	16%	0.008	0.011
Unincorporated	2	planned 839	Planned Unlined Bioretention	0.41	0.29	71%	0.008	0.011
Unincorporated	2	planned 909	Planned Unlined Bioretention	1.48	0.76	51%	0.003	0.011
Unincorporated	2	planned 1026	Planned Unlined Bioretention	7.74	2.72	35%	0.001	0.011
Unincorporated	2	Parcel 20770	Regional Opportunity	7.74	2.72	35%	0.001	0.011
Unincorporated	2	Parcel 234439	Parcel-Based Opportunity	0.38	0.25	66%	0.009	0.011
Unincorporated	2	planned 1176	Planned Unlined Bioretention	0.40	0.23	58%	0.008	0.010

Agenda Item No. 7(A)

Attachment 2

Contra Costa Countywide Attainment Strategy
Attachment 1: Countywide Attainment Scenario Model Results

Jurisdiction	Permit	Project ID	Project Type	Area (Acres)	Impervious Area (Acres)	Percent Impervious	PCBs Yield (g/acre)	PCBs Mass reduced (g/yr)
Unincorporated	2	planned_1029	Planned Unlined Bioretention	0.89	0.19	21%	0.003	0.010
Unincorporated	2	planned_1055	Planned Unlined Bioretention	2.12	1.35	64%	0.002	0.010
Unincorporated	2	planned_1101	Planned Unlined Bioretention	5.42	2.20	41%	0.001	0.010
Unincorporated	2	planned_1049	Planned Unlined Bioretention	5.32	1.53	29%	0.001	0.010
Unincorporated	2	planned_842	Planned Unlined Bioretention	4.76	2.42	51%	0.001	0.010
Unincorporated	2	Parcel_244216	Regional Opportunity	2.77	1.14	41%	0.002	0.010
Unincorporated	2	Parcel_222704	Regional Opportunity	4.35	2.44	56%	0.001	0.010
Walnut Creek	2	ROW_13263	ROW Opportunity	1.31	0.40	31%	0.019	0.104

Appendix 5

Chapter 8.40 - STORMWATER MANAGEMENT AND DISCHARGE CONTROL*

Sections:

8.40.010 - Intent and purpose.

- A. The intent of this chapter is to protect and enhance the water quality in the city of El Cerrito's watercourses pursuant to, and consistent with the Porter-Cologne Water Quality Control Act (Water Code Section 13000 et seq.) and the Federal Clean Water Act (33 U.S.C. Section 1251 et seq.).
- B. This chapter also carries out the conditions in the city's National Pollutant Discharge Elimination System (NPDES) permit that require effective February 15, 2005 implementation of appropriate source control and site design measures and stormwater treatment measures for projects that create or replace one acre or more of impervious surface, and that effective August 15, 2006 reduce the threshold to projects that create or replace ten thousand square feet or more of impervious surface.
- C. It is the purpose of the city council in enacting this chapter to protect the health, safety and general welfare of El Cerrito's citizens by:
 - 1. Minimizing non-stormwater discharges, whose pollutants would otherwise degrade the water quality of local streams, to the stormwater system.
 - 2. Minimizing increases in nonpoint source pollution caused by stormwater runoff from development that would otherwise degrade local water quality.
 - 3. Controlling the discharge to the city's stormwater system from spills, dumping or disposal of materials other than stormwater.
 - 4. Reducing stormwater run-off rates and volumes and nonpoint source pollution whenever possible, through stormwater management controls and ensuring that these management controls are properly maintained and pose no threat to public safety.

(Ord. 2004-8 § 1 (part), 2004.)

8.40.020 - Definitions.

The following words and phrases when used in this chapter shall be as defined herein. Words and phrases in this chapter and not otherwise defined shall be interpreted as defined in the regulations issued by the U.S. Environmental Protection Agency to implement the provisions of the Federal Clean Water Act, and as defined by the State Water Resources Control Board to implement the Porter-Cologne Act:

- A. "Best management practices" or "BMP" are structural devices, measures, stormwater management facilities or activities that help to meet development runoff requirements at the premises. BMP also include schedules of activities, prohibitions or practices, general good housekeeping, pollution prevention practices, maintenance procedures and other management practices, to prevent or reduce the discharge of pollutants directly or indirectly to watercourses, water bodies, and wetlands.
- B. "City's NPDES permit" means the NPDES permit issued to the city of El Cerrito, Permit No. CAS0029912, and any subsequent amendment, reissuance or successor to this NPDES permit.
- C. "Development runoff requirements" means the provisions in the city's NPDES permit that contain performance standards to address both the construction and post-construction phase impacts of new projects and redeveloped projects on stormwater quality. In the city's 1999 NPDES permit these requirements are in Section C3.

- D. "Director" means the public works director/ city engineer of the city of El Cerrito or his or her designee.
- E. "Enforcement officer or officer" means those individuals designated by the director to act as authorized enforcement officers.
- F. "Guidebook" means the most recent version of the Contra Costa Clean Water Program Stormwater C3 Guidebook.
- G. "Non-stormwater discharge" is any addition of any pollutant to the city's stormwater system, except discharges pursuant to a NPDES permit, or discharges further exempted in Section 8.40.060C and D of this chapter.
- H. "Pollutant" means any material other than stormwater including, but not limited to, petroleum products or by-products, solid waste, incinerator residue, sewage, sewage sludge, heat, chemical waste, biological materials, radioactive materials, wrecked or discarded equipment, rock, sand, soil and industrial, municipal or agricultural waste discharged into the water or stormwater system.
- I. "Premises" means any building, structure, facility, or installation, (including a building's grounds or other appurtenances), and adjacent sidewalks and parking strips.
- J. "Responsible person" means the owner or occupant of any premises or who engages in any activity from which there is or may be a non-stormwater discharge or any person who releases pollutants to the city's stormwater system.
- K. "Stormwater" means flow on the surface of the ground resulting from precipitation.
- L. "Stormwater management facility" means any device designated to detain, retain, filter, or infiltrate stormwater.
- M. "Stormwater control plan" means a plan that meets those criteria contained in the most recent version of the Contra Costa Clean Water Program Stormwater C3 Guidebook.
- N. "Stormwater system" is that system of facilities by which stormwater may be conveyed to any stream, watercourse, other body of water or wetlands, including flood control channels, any roads with drainage systems, city streets, catch basins, curbs, gutters, ditches, improved channels, storm drains or storm drain system, which are not part of a Publicly Owned Treatment Works ("POTW") as that term is defined in 40 CFR Section 122.2.

(Ord. 2004-8 § 1 (part), 2004.)

8.40.030 - Responsibility for administration.

The director or his designee shall administer this chapter for the city.

(Ord. 2004-8 § 1 (part), 2004.)

8.40.040 - Construction and application.

This chapter shall be construed consistent with the requirements of the Federal Clean Water Act and amendments thereto or applicable implementing regulations and the city's NPDES permit.

(Ord. 2004-8 § 1 (part), 2004.)

8.40.050 - Stormwater control plan required.

- A. Every application for a development project, including but not limited to a rezoning, tentative map, parcel map, conditional use permit, variance, site development permit, design review, or building permit that is subject to the development runoff requirements in the city's NPDES permit shall be accompanied by a stormwater control plan that meets the criteria in the most recent version of the Contra Costa Clean Water Program Stormwater C3 Guidebook.
1. Effective February 15, 2005 this requirement shall apply to:
 - a. All developments that create one acre (forty three thousand five hundred sixty square feet) or more of impervious surface. Excluded from this category is the construction of one single family home, which is not part of a larger plan of development, with appropriate pollutant source control and site design measures, and using landscaping to appropriately treat runoff from roof and house-associated impervious surfaces.
 - b. Streets and road projects that create one acre (forty three thousand five hundred sixty square feet) or more of new impervious surface. Excluded from this category are sidewalks, bicycle lanes, trails, bridge accessories, guardrails, and landscape features.
 - c. Projects on previously developed sites that result in the addition or replacement of a combined total of one acre (forty three thousand five hundred sixty square feet) or more of impervious surface. Excluded from this category are interior remodels and routine maintenance or repair. Excluded routine maintenance and repair includes roof or exterior surface replacement, pavement resurfacing, repaving and road pavement structural section rehabilitation within the existing footprint, and any other reconstruction work within a public street or road right-of-way where both sides of that right-of-way are developed.
 2. Effective August 15, 2006 this requirement shall apply to:
 - a. All developments that create ten thousand square feet or more of impervious surface. Excluded from this category is the construction of one single family home, which is not part of a larger plan of development, with appropriate pollutant source control and site design measures, and using landscaping to appropriate treat runoff from roof and house-associated impervious surfaces.
 - b. Streets and road projects that create ten thousand square feet or more of new impervious surface. Excluded from this category are sidewalks, bicycle lanes, trails, bridge accessories, guardrails, and landscape features.
 - c. Projects on previously developed sites that result in the addition or replacement of a combined total of ten thousand square feet or more of impervious surface. Excluded from this category are interior remodels and routine maintenance or repair. Excluded routine maintenance and repair includes roof or exterior surface replacement, pavement resurfacing, repaving and road pavement structural section rehabilitation within the existing footprint, and any other reconstruction work within a public street or road right-of-way where both sides of that right-of-way are developed.
 3. Subsections A1 and A2 shall be interpreted in a manner that is consistent with the development runoff requirements and exclusions in the city's NPDES permit.
- B. Implementation of an approved stormwater control plan and submittal of an approved stormwater control operation and maintenance plan by the applicant shall be a condition precedent to the issuance of a certificate of occupancy for a project subject to this section.
- C. All stormwater management facilities shall be designed in a manner to minimize the need for maintenance and reduce the chances of failure. Design guidelines are outlined in the guidebook.
- D. All stormwater management facilities shall be maintained according to the guidebook and the approved stormwater control operation and maintenance plan. The person(s) or organization(s) responsible for maintenance shall be designated in the plan. Unless a different time period is provided for in the plan, those responsible for maintenance shall inspect the stormwater management facility at least annually. The plan shall also describe how the maintenance costs will be funded. Upon the failure of a responsible person to maintain a stormwater management facility in

accordance with this chapter or the plan, the city may perform the maintenance and recover its costs from the responsible person as provided in Sections 8.40.170 and 8.40.180.

- E. For access to stormwater management facilities for inspections and maintenance, recorded covenants or easements shall be provided by the property owner for access by the city, the Contra Costa Mosquito and Vector Control District, and the Regional Water Quality Control Board.

(Ord. 2004-8 § 1 (part), 2004.)

8.40.060 - Prohibited discharges.

- A. The release of non-stormwater discharges to the city stormwater system is prohibited.
- B. The discharge of stormwater from premises or an activity that causes or contributes to a violation of receiving water limitations in the city's NPDES permit is prohibited.
- C. The following discharges are exempt from the prohibition set forth in subsection (a) above:
 - 1. Any discharge in compliance with a NPDES permit issued to the discharger.
 - 2. Flows from riparian habitats and wetlands, diverted stream flows, springs, rising groundwater and uncontaminated groundwater infiltration.
- D. The following discharges are exempt from the prohibitions set forth subsection A above if the Regional Water Quality Control Board approves the exempted category under Section C11 of the city's NPDES permit: uncontaminated pumped groundwater, foundation drains, water from crawl space pumps, footing drains, air conditioning condensate, irrigation water, landscape irrigation, lawn or garden watering, planned and unplanned discharges from potable water sources, water line and hydrant flushing, individual residential car washing, discharges or flows from emergency fire fighting activities, and dechlorinated swimming pool discharges.

(Ord. 2004-8 § 1 (part), 2004.)

8.40.070 - Discharge in violation of NPDES permit.

Any discharge that would result in or contribute to a violation of the city's NPDES permit either separately considered or when combined with other discharges, is prohibited. Liability for any such discharge shall be the responsibility of the person causing or responsible for the discharge, and such person shall defend, indemnify and hold harmless the city in any administrative or judicial enforcement action relating to such discharge.

(Ord. 2004-8 § 1 (part), 2004.)

8.40.080 - Unlawful discharge and unlawful connections.

- A. It is unlawful to establish, use, maintain or continue unauthorized drainage connections to the city's stormwater system, and to commence or continue any unauthorized discharges to the city's stormwater system.
- B. No discharge shall cause the following conditions, create a nuisance or adversely affect beneficial uses of waters of the state:
 - 1. Floating, suspended or deposited macroscopic matter or foam;
 - 2. Bottom deposits or aquatic growth;
 - 3. Alterations of temperature, sediment load, nutrient load, or dissolved oxygen, which cause significant adverse impacts to native aquatic biota;

4. Visible, floating, suspended or deposited oil or products of petroleum origin; or,
5. Substances present in concentrations or quantities which cause deleterious effects on aquatic biota, wildlife or waterfowl, or which render any of these unfit for human consumption.

(Ord. 2004-8 § 1 (part), 2004.)

8.40.090 - Best management practices and standards.

- A. Generally. Any person owning or operating premises that may contribute pollutants to the city's stormwater system shall undertake all practicable best management practices to reduce the potential for pollutants entering the system. Examples of such premises include, but are not limited to, parking lots, gasoline stations, industrial facilities, and other commercial enterprises.
- B. Litter. No person shall throw, deposit, leave, keep or permit to be thrown, deposited, placed, left or maintained, any refuse, rubbish, garbage or other discarded or abandoned objects, articles or other litter in or upon any street, alley, sidewalk, business place, creek, stormwater system, fountain, pool, lake, stream, river or any other body of water, or upon any public or private parcel of land so that the same might become a pollutant, except in containers or in lawfully established waste disposal facilities.
- C. Sidewalks. The occupant or tenant, or in the absence of occupant or tenant, the owner or proprietor of any real property in front of which there is a paved sidewalk shall maintain said sidewalk free of dirt or litter to the maximum extent practicable. Sweepings from the sidewalk shall not be swept or otherwise made or allowed to go into the gutter or roadway, but shall be disposed of in receptacles maintained as required for the disposal of solid waste.
- D. Parking Lots, Paved Areas and Related Stormwater Systems. Persons owning, operating or maintaining a paved parking lot, the paved areas of a gasoline station, a paved private street or road, and related stormwater systems shall clean those premises as frequently and thoroughly as practicable in a manner that does not result in the discharge of pollutants to the city's stormwater system.
- E. Construction Activities. All construction shall conform to the requirements of the CASQA Stormwater Best Management Practices Handbooks for Construction Activities and New Development and Redevelopment, the ABAG Manual of Standards for Erosion & Sediment Control Measures, the city's grading and erosion control ordinance and other generally accepted engineering practices for erosion control as required by the director when undertaking construction activities. The director may establish controls on the rate of stormwater runoff from new developments and redevelopment as may be appropriate to minimize the discharge and transport of pollutants.
- F. Notification of Intent and Compliance with General Permits. Each discharger associated with construction activity or other discharger described in any general stormwater permit addressing discharges, as may be adopted by the United States Environmental Protection Agency, the State Water Resources Control Board, or the California Regional Water Quality Control Board, San Francisco Bay Region, shall provide the director with the notice of intent, comply with and undertake all other activities required by any general stormwater permit applicable to such dischargers. Each discharger identified in an individual NPDES permit relating to stormwater discharges shall comply with and undertake all activities required by the permit.
- G. Development Runoff Requirements. For each new development and redevelopment project subject to the development runoff requirements, every applicant will submit a stormwater control plan and implement conditions of approval that reduce stormwater pollutant discharges through the construction, operation and maintenance of treatment measures and other appropriate source control and site design measures. Similarly, increases in runoff volume and flows shall be managed in accordance with the development runoff requirements.
- H. Compliance with Best Management Practices. Where best management practices guidelines or requirements have been adopted by any federal, state, regional, city or county agency, for any

activity, or operation of premises which may cause or contribute to non-stormwater discharges, every person undertaking such activity, operation or owning and operating such premises shall comply with such guidelines or requirements.

- I. Stormwater Pollution Prevention Plan. The director may require any business or utility in the city that is engaged in activities that may result in non-stormwater discharges or runoff pollutants to develop and implement a stormwater pollution prevention plan, which must include an employee training program. Business activities which may require a stormwater pollution prevention plan include maintenance, storage, manufacturing, assembly, equipment operations, vehicle loading, fueling, vehicle maintenance, food handling or processing, or cleanup procedures which is carried out partially or wholly out of doors.
- J. Coordination with Hazardous Material Release Response and Inventory Plans. Any business subject to the Hazardous Material Release Response and Inventory Plan, Division 20, Chapter 6.95 of the California Health and Safety Code (commencing with Section 25500), shall include, in that Plan, provision for compliance with this chapter, including the prohibitions of non-stormwater discharges and the requirement to reduce release of pollutants to the maximum extent practicable.

(Ord. 2004-8 § 1 (part), 2004.)

8.40.100 - Compliance certificates for storm-water management facilities.

- A. Every person who owns, leases or operates any premises containing a stormwater management facility or facilities is required to obtain annually a valid operation and maintenance certificate of compliance certifying to the inspection of and the proper operation and maintenance of the treatment measures and other appropriate source control and site design measures. Each responsible person subject to this requirement shall request an inspection from the city every twelve months. Upon the filing of such request, and the payment of a fee covering the cost of inspection, the city shall inspect the property and shall either issue such certificate upon a determination by the inspector that all treatment measures and other appropriate source control and site design measures have been properly maintained and are in good condition, or shall issue a conditional certificate noting deficiencies that must be corrected within a time indicated on the certificate, or shall deny the certificate. A certificate shall be valid for one year from the date of issuance. The city council may by resolution establish the fee for the inspection and certificate.
- B. In lieu of a city inspection, such person may arrange for an inspection from a private company authorized to conduct inspections by the city. Such company shall use a city-approved inspection form that shall be executed under penalty of perjury. Should such inspection form establish that the treatment measures and other appropriate source control and site design measures have been properly maintained and are in good condition, the city may issue an operation and maintenance certificate of compliance or the city may at its cost re-inspect the property and proceed as described in subsection A. The filing of a false inspection report shall be a misdemeanor.

(Ord. 2004-8 § 1 (part), 2004.)

8.40.110 - Authority to inspect.

- A. Generally. Routine or scheduled inspections shall be based upon as reasonable a selection process as may be deemed necessary to carry out the intent of this chapter, including, but not limited to, random sampling or sampling in areas with evidence of stormwater contamination, evidence of the discharge of non-stormwater to the stormwater system, or similar activities. Inspections may also be conducted in conjunction with routine or scheduled inspections conducted by other public agencies or special district, including but not limited to the Central Contra Costa Sanitary District, the Contra Costa County Fire Protection District, County Environmental Health Department, the Contra Costa Mosquito and Vector Control District, or the Regional Water Quality Control Board.

- B. Authority to Sample and Establish Sampling Devices. With the consent of the owner or occupant, or pursuant to a search or inspection warrant, any officer may establish on any property such devices as are necessary to conduct sampling or metering operations. During all authorized inspections, the officer may take any sample deemed necessary to aid in the pursuit of the inquiry or in the recordation of the activities on site.
- C. Notification of Spills. All persons in charge of the premises or responsible for emergency response for the premises have a responsibility to train premises' personnel and maintain notification procedures to ensure that immediate notification is provided to the city of any suspected, confirmed or unconfirmed release of pollutants creating a risk of non-stormwater discharge into the city stormwater system.

As soon as any person in charge of the premises or responsible for emergency response for the premises has knowledge of any suspected, confirmed or unconfirmed release of non-stormwater discharge entering the city stormwater system, such person shall take all necessary steps to ensure the detection and containment and clean up of such release and shall notify the city of the occurrence by telephoning the director. This notification requirement is in addition to and not in lieu of other required notifications.

- D. Requirement to Test or Monitor. Any officer may require that any person engaged in any activity or owning or operating any premises that may cause or contribute to non-stormwater discharges, undertake such monitoring activities or analysis and furnish such reports as the officer may specify. The burden, including costs of these activities, analysis and reports shall bear a reasonable relationship to the need for the monitoring, analysis and reports and the benefits to be obtained. The recipient of such request shall undertake and provide the monitoring, analysis and reports required.

(Ord. 2004-8 § 1 (part), 2004.)

8.40.120 - Violations constituting misdemeanors.

The violation of any provision of this chapter, or failure to comply with any of the mandatory requirements of this article shall constitute a misdemeanor, except that notwithstanding any other provisions of this article, any violation constituting a misdemeanor under this chapter may, at the discretion of the officer or city attorney, be charged and prosecuted as an infraction.

(Ord. 2004-8 § 1 (part), 2004.)

8.40.130 - Penalty for violation.

- A. Upon conviction of a misdemeanor, a person shall be subject to payment of a fine, or imprisonment, or both, not to exceed the limits set forth in California Government Code Section 36901.
- B. Upon conviction of an infraction, a person shall be subject to payment of a fine, not to exceed the limits set forth in California Government Code Section 36900.

(Ord. 2004-8 § 1 (part), 2004.)

8.40.140 - Continuing violation.

Every day that any violation of this chapter shall continue shall constitute a separate offense.

(Ord. 2004-8 § 1 (part), 2004.)

8.40.150 - Concealment.

Concealing, aiding or abetting a violation of any provision of this chapter shall constitute a violation of such provision.

(Ord. 2004-8 § 1 (part), 2004.)

8.40.160 - Acts potentially resulting in violation of the Federal Clean Water Act or Porter-Cologne Act.

Any person who violates any provision of this chapter, or the provisions of any permit issued pursuant to this chapter, or who releases a non-stormwater discharge, or who violates any cease and desist order, prohibition or effluent limitation, may also be in violation of the Federal Clean Water Act or the Porter-Cologne Act and may be subject to the enforcement provisions of those acts, including civil and criminal penalties. Any enforcement actions authorized pursuant to this chapter may also include notice to the violator of such potential liability pursuant to federal or state law.

(Ord. 2004-8 § 1 (part), 2004.)

8.40.170 - Violations deemed a nuisance.

In addition to the penalties provided herein, any condition caused or permitted to exist in violation of any of the provisions of this chapter is a threat to the public health, safety and welfare. Such condition is hereby declared and deemed to be a nuisance, which may be abated as provided in Chapter 8.34 of the El Cerrito Municipal Code (commencing with Section 8.34.050) of this code including the assessment of the costs of abatement which may be collected at the same time and in the same manner as ordinary municipal taxes as provided by Government Code section 38773.5, and by civil action to abate, enjoin or otherwise compel the cessation of such nuisance by the city attorney.

(Ord. 2004-8 § 1 (part), 2004.)

8.40.180 - Civil actions.

- A. In addition to any other remedies provided in this chapter, any violation of this chapter may be enforced by civil action brought by the city. In any such action, the city may seek, as appropriate, any and all of the following remedies:
 - 1. A temporary restraining order, preliminary injunction and permanent injunction;
 - 2. An action for an unlawful business practice pursuant to Business and Professions Code section 17206;
- B. In addition any person violating this chapter shall be liable for:
 - 1. Reimbursement for the costs of any investigation, inspection or monitoring which led to the discovery of the violation;
 - 2. Costs incurred in removing, correcting, or terminating the adverse effect(s) resulting from the violation;
 - 3. Compensatory damages for the loss of, or destruction to, water quality, wildlife, fish or aquatic life. Costs and damages under this subsection shall be paid to the city and shall be used exclusively for costs associated with monitoring and establishing a stormwater discharge pollution control system and implementing or enforcing the provisions of this chapter;
 - 4. The cost of maintenance and repair of any BMP or stormwater management facility that is not maintained in accordance with the guidebook or the stormwater control plan;
 - 5. The reasonable costs of preparing and bringing administrative action under this chapter.

(Ord. 2004-8 § 1 (part), 2004.)

8.40.190 - Remedies not exclusive.

The remedies identified in this chapter are in addition to, and do not supersede or limit, any and all other remedies, administrative, civil or criminal. The remedies provided for herein shall be cumulative and not exclusive.

(Ord. 2004-8 § 1 (part), 2004.)

8.40.220 - Notice of violation.

Any person required to perform monitoring, analysis, reporting or corrective activity by any officer may be informed of such decision, in writing, by a notice of violation. Any person aggrieved by the decision of the officer, may file a written appeal of the notice of violation to the director within ten days following the date of the notice of violation. Upon receipt of such request, the director shall request a report and recommendation from the officer and shall set the matter for hearing at the earliest practical date. At said hearing, the director may hear additional evidence, and may reject, affirm or modify the officer's decision. The decisions of the director shall be final.

(Ord. 2004-8 § 1 (part), 2004.)

8.40.221 - Judicial review.

The provisions of Code of Civil Procedure Section 1094.5 are applicable to judicial review of determinations made by the director pursuant to this chapter.

(Ord. 2004-8 § 1 (part), 2004.)

Appendix 6

Chapter 19.12 - CREEK PROTECTION OVERLAY DISTRICT (-CP)

Sections:

19.12.010 - Purpose.

The City Council finds that public health and safety require creek and watershed management and planning in order to control flood and erosion damages and to preserve natural watercourses as an important public asset that provides environmental, recreational and aesthetic value within the city. A dependence on structural solutions such as creek channelization, culverting and channel riprapping has often been found to result in the loss of property from unanticipated problems associated with their design and can result in serious bank erosion and flooding. Streams managed as close to a natural system as possible without interference from structures, maintain a geomorphic equilibrium or watercourse best suited for carrying stream flows, and carrying and depositing suspended sediment loads. Natural streams have significant benefits in that they filter pollutants and provide wildlife habitat and wildlife corridors. Accordingly, the purposes of the -CP Creek Protection overlay district is to delineate creeks and major drainages and ensure that development or other activities in these sensitive areas achieves the following goals:

- A. Preserves, enhances and restores natural drainage ways as parts of the storm drainage system, minimizing any alterations or structures within the natural stream channel and streambed.
- B. Preserves riparian vegetation and protects wildlife habitat and wildlife corridors along natural drainage ways.
- C. Protect lands adjacent to riparian areas as public or private permanent open space through dedication or easements.
- D. Protects property owners and the public from erosion and flooding.
- E. Increases access to creeks for maintenance purposes and for potential public access to creek-side amenities.
- F. Ensures that projects are consistent with City Council adopted guidelines and resolutions for creek restoration and improvement, including designated creeks as natural corridors with habitat enhancement.
- G. Furthers the Joint Watershed Goals Statement of restoring creeks by removing culverts, underground pipes, and obstructions to fish and animal migration, and daylighting creeks where they can be enjoyed by people and wildlife.

(Ord. 2008-2 Div. II (part), 2008.)

19.12.020 - Applicability and maps.

The provisions of this Chapter shall apply to all areas determined to be a creek as in the CP Creek Protections overlay district designation or as defined by Section 19.12.030.

Culverted creeks identified by City Council as having potential for future daylighting will also be subject to the requirements of the overlay district. The City of El Cerrito may maintain maps and other reliable records, reflecting such creeks for the guidance of the public and City staff. These maps and records are tools to determine the vicinity of the buffers referred to within this Section.

(Ord. 2008-2 Div. II (part), 2008.)

19.12.030 - Creek determinations.

In the event that a determination is required as to whether a creek exists on a property and the location of such creek, the City Engineer, in consultation with the Zoning Administrator, shall make such a determination, based on all application materials submitted and subject to the following provisions:

- A. **Determination Criteria.** A creek is defined as a watercourse that carries water, whether identified or unidentified, from either a permanent or natural source, either intermittently or continuously; and which runs in a defined natural or engineered channel or continuous swale or depression, which later merges with a larger watercourse. The definition includes a channel, swale, depression, or watercourse provided they are hydrologically connected to a waterway above and below the site or is connected to a spring, headwaters, lake, or the San Francisco Bay. The definition of creeks excludes any part of an engineered system which was developed by a public agency for collection of storm or flood waters, provided however that such part does not follow the original course of the creek. The word "creek" will be synonymous with "natural watercourse" as used in this chapter. Determinations of the existence of a creek and its location shall be based on any or all of the following criteria:
1. There is a channel, including a bed, bank, and features that indicate actual or potential sediment movement.
 2. The creek occupies a topographic position where any one of the following conditions are present:
 - a. Micro-topography such as a "U" or "V" shape channel typically located at the low point of a macro-topographic feature.
 - b. Macro-topography consists of bowl, "U", or "V" shaped topography with high points draining to a valley or ravine as part of a large drainage network leading to large creeks, lakes, and/or the San Francisco Bay.
 - c. Flatland macro-topography may consist of shallow bowl or "U" shaped topography. Generally these creeks flow from the hills toward the San Francisco Bay following the slope of the land.
 - d. Creek topography can be indicated on a topography map by a "U" or "V" shape pointed in the uphill direction.
- B. **Indicator Features.** Determinations of the existence of a creek may also be based on whether any or all of the following features are present (the absence of these features does not mean there is no creek):
1. A riparian corridor — a corridor of relatively denser vegetation roughly parallel to the creek channel, or soil conditions that would support native riparian vegetation. Riparian vegetation is sometimes missing due to landscaping or vegetation removal practices, landslide or fire.
 2. Bed with material that differs from the surrounding geologic material (i.e., more rocky, or gravelly, little or no vegetation, sorted by size).
 3. Man-made structures common to waterways, for example bank retaining walls, trash racks, culverts, inlets, riprap, road bends, etc.
 4. Tidal or backwater influence, and/or nutrient or resource exchange with the San Francisco Bay.
 5. Wetland conditions and/or vegetation.

(Ord. 2008-2 Div. II (part), 2008.)

19.12.040 - Streambed alteration.

- A. **General Prohibition of Fill or Obstruction of a Creek.** It shall be unlawful for any person, organization, institution, corporation or the City to fill, or cause to be filled, to obliterate or cause to be obliterated, to obstruct or cause to be obstructed, to construct a building bridging a creek or cause such building to be constructed, or in any manner to interfere with or cause to be interfered with, any creek in El Cerrito which carries off at any time of the year any storm water, or any surface waters, which have been precipitated by rains, subject to the provisions of this Chapter.
- B. **Applicability.** This Section does not apply to structures or conditions existing in creeks, on or before the effective date of this Zoning Ordinance.
- C. **Exceptions.** Streambed alterations shall only be permitted, subject to City Council approval and the approval of any applicable permits from the California Department of Fish and Game, the U.S. Army Corps of Engineers, and the California State Water Resources Control Board, for creek restoration and public access projects. Emergency streambed alteration projects necessary to protect public health and safety from imminent flooding, erosion or landslide hazards may be permitted by the City Engineer and Community Development Director. Streambed alterations shall not be conducted unless all applicable permits have been obtained.

(Ord. 2008-2 Div. II (part), 2008.)

19.12.050 - Development standards and permitted uses.

Table 19.12-A prescribes the development standards for the creek protection overlay district. The "Regulations" column indicates more detailed explanations or regulations in sections that follow the table (Section codes noted) or that are located elsewhere in this Zoning Ordinance.

"P" — Uses permitted as-of-right that require no discretionary review if in compliance with all standards.

"A" — Uses subject to an Administrative Use Permit following discretionary review by the Zoning Administrator.

"C" — Uses subject to a Conditional Use Permit following discretionary review and public hearing by the Planning Commission.

TABLE 19.12-A
DEVELOPMENT STANDARDS & USES—CREEK PROTECTION OVERLAY DISTRICTS

	<i>CP Overlay</i>	<i>Regulations</i>
Creek Setbacks		
Distance from top of creek bank or upland edge of riparian vegetation — clearly delineated or as determined by City Engineer	30 feet	19.12.060.I(1) & .I(2)
Distance from centerline of creek as determined by City Engineer	35 feet	19.12.060.I(3)
Uses within Creek Setback		
Passive recreational, educational and existing non-structural uses	P	19.12.060.A(1)

Utility Lines, pipelines, drainage and flood control facilities	P	19.12.060.A(2)
Public bridges and public road approaches to bridges to cross a creek	P	19.12.060.A(3)
Parking associated with permitted uses	C	19.12.070.B
Private bridges and private road approaches to bridges	C	19.12.070.B
Fences, walls, decks or benches	A, C	19.12.070.C
Dwellings, garages, accessory buildings	C	19.12.070.D
Commercial buildings	C	19.12.070.D
Other Development Standards		
Culverts, walls and other structures within creeks		19.12.070
Grading or alterations to riparian vegetation		19.12.080

(Ord. 2008-2 Div. II (part), 2008.)

19.12.060 - Creek setbacks and limits on uses and structures.

No new structures, additions to existing structures, and new impervious surfaces, including driveways and patios, shall be placed in the immediate vicinity of (a) an open creek or (b) a culverted creek designated at the passage of this ordinance or in the future by the City Council for future daylighting (as shown on the map of the -CP Creek Protection Overlay District), except as provided in this Section:

- A. **Creek Setbacks.** Except as provided above, all new structures, additions to existing structures, and new impervious surfaces, including driveways and patios, in the vicinity of (a) an open creek or (b) a culverted creek designated at the passage of this ordinance or in the future by the City Council for future daylighting (as shown on the map of the -CP Creek Protection Overlay District), shall be set back as follows:
 1. A minimum of 30 feet from the top of a creek bank or the upland edge of riparian vegetation, whichever is greater, provided the bank or edge of riparian vegetation can be clearly determined, or
 2. A minimum of 30 feet from the top of a creek bank or the upland edge of riparian vegetation as determined by the City Engineer if the bank or edge of riparian vegetation cannot be clearly determined, or
 3. A minimum of 35 feet from the centerline of the creek as determined by the City Engineer.
- B. **Allowed Uses Within Setback.** Permitted uses within the setback area are limited to the following:

1. Passive recreational, educational, and existing non-structural uses, including private open space and public open space with pedestrian or bicycle paths, in accordance with best management practices.
 2. Utility lines, pipelines, drainage and flood control facilities.
 3. Public bridges and public road approaches to bridges to cross a creek.
- C. **Conditionally Permitted Uses Within Setback.** Parking associated with permitted uses on the property and private bridges and private road approaches to bridges to cross a creek may be permitted in the creek setback area, with the approval of a Conditional Use Permit, and so long as all of the following conditions are met:
1. **Extreme Hardship.** The creek setback requirement results in an extreme hardship to the property owner such that alternative locations for parking are physically infeasible or more environmentally damaging.
 2. **Pervious Surfaces.** An NPDES permit has been obtained for any parking areas located within the setback, and the project complies with any conditions of the NPDES permit.
- D. **Minor Unroofed Structures Within Setback.** Minor unroofed structures such as fences, walls, decks, or benches may be allowed within the creek setback subject to approval by the City Engineer and the Zoning Administrator and provided that all of the following findings are met:
1. The structure does not add any new impervious surface except for vertical structural elements such as posts or columns.
 2. There is no grading required, and no alterations to drainage that will intensify or channelize water drainage into the creek.
 3. Construction of the structure will not remove or alter riparian vegetation.
 4. Best management practices are used to prevent erosion during construction.
 5. No structural elements are located closer than 15 feet from the top of the creek bank.
- Exceptions may be granted with a conditional use permit.
- E. **Roofed Structures Within Setback.** Structures having a roof supported by columns or walls, including dwellings, garages, other accessory buildings and commercial buildings, are not permitted within the creek setback. Exceptions may be granted with a Conditional Use Permit, provided that all of the following findings are met:
1. Alternative locations outside the setback area or within the existing building footprint have been studied and found to be physically infeasible or more environmentally damaging.
 2. Adverse environmental effects are mitigated to the maximum extent feasible and all feasible measures for creek protection are incorporated, including measures to protect riparian vegetation and prevent erosion, pursuant to the requirements of a creek protection and riparian habitat plan in subsection (E)(5) of this Section.
 3. The exception is necessary to allow a principal permitted use of the property, and without an exception the size of the project would be limited to less than half of the lot coverage allowed under the Zoning Ordinance and/or the use and development of the property similar to that enjoyed by other similarly zoned properties in the vicinity would not be possible.
 4. No structure is closer than 15 feet from the top of the creek bank.
- F. **Required Submittals for Roofed Structures.** An application for an exception to creek setback requirements for roofed structures shall include all of the following:
1. A creek assessment report that delineates the location of the creek centerline, the top of the creek bank and the creek setback area, includes a description of the needs and purposes of the proposed project, and includes a site plan of the proposed development

that shows all pervious and impervious areas and percentages. The report shall describe the existing site conditions, the extent of riparian vegetation including trees, and other existing conditions that allow assessment of the impacts of the construction on the creek. The report shall be prepared by a licensed surveyor, civil engineer, or other licensed professional registered by the State of California, and approved by the Zoning Administrator.

2. Justification for seeking the adjustment, including why other alternative locations are infeasible, and how setback encroachment will be minimized to the greatest extent possible.
 3. Soil reports, surveys, hydrology studies, or civil engineering drawings, as required by the Zoning Administrator, to determine whether the proposed project will have an adverse impact on the creek and to propose revisions or conditions of approval that mitigate the impact to the maximum extent feasible.
 4. Any environmental review or reports required pursuant to the California Environmental Quality Act, including a description of any applicable exemptions.
 5. A creek protection and riparian habitat plan that meets all of the following requirements shall be prepared by a landscape architect, hydrologist, biologist, environmental review professional, or other professional approved by the Zoning Administrator:
 - a. Site development plan that minimizes impervious surfaces, vegetation loss and site disturbance to the maximum extent feasible;
 - b. The volume and velocity of storm water runoff to creeks or storm drains is not increased by the project. Storm water detention and treatment facilities are incorporated, such as: permeable products such as porous pavement, modular pavers and decks instead of asphalt or concrete; installation of vegetation and vegetated swales, bio-filtering, infiltrative landscaping, etc.; cistern or other detention/retention structure; infiltration trench; storm drain energy dissipaters; and runoff routed to landscaped areas;
 - c. Erosion control and slope stability measures are incorporated, such as native tree and vegetation planting; erosion control fabric such as jute netting; terracing or berms; and crib walls with slope stabilization native vegetation planting. Slope stabilization both along and within creek channels use bio-engineering techniques rather than concrete, metal, and grouted rock elements;
 - d. Best management practices will be employed to assure that construction activity will not adversely impact creek bank, riparian corridor, water flow, or water quality. Such practices shall address issues including, but not limited to: protection of trees and riparian vegetation to be retained, including physical barriers; location of debris and construction materials away from the creek; erosion control devices around construction areas; dust control; litter control; and prohibition of use of hazardous materials;
 - e. The plan provides for vegetation indigenous to the site or plant community to be restored, enhanced and monitored in areas affected by construction activities. Plans shall describe all restoration and enhancement vegetation proposed for all surfaces to be exposed during development activities, including any graded areas. Temporary vegetation, sufficient to stabilize the soil, may be required on all disturbed areas as needed to prevent soil erosion. Plants which minimize fire hazards shall be utilized adjacent to buildings and structures and new plantings shall be given sufficient water, fertilizer and protection to ensure re-establishment. Protection of tree crowns and root zones shall be required for all trees planned for retention.
- G. **Exceptions to Required Submittals.** Exceptions to submittal requirements may be made by the Zoning Administrator for projects which will not result in disturbance to the land or where on-site conditions clearly demonstrate that the site is not occupied by a creek and/or riparian

habitat vegetation. An applicant requesting a waiver of submittal requirements shall submit sufficient information to substantiate the waiver.

- H. **Conditions of Use Permit Approval for Roofed Structures Within Setback.** Approval of any roofed structure within the creek setback area is subject to the following requirements:
1. All measures specified in the creek and riparian habitat protection plan and any environmental mitigation measures shall become conditions of approval for the project. In addition, all such measures shall be carried out prior to final clearance of the building permit or concurrently with the installation of site improvements in the case of a subdivision map.
 2. All required permits from the California Department of Fish and Game, the U.S. Army Corps of Engineers, the California State Water Resources Control Board, or other applicable agency shall be obtained prior to, or concurrently with the approval of any city permits.
 3. A construction management plan shall be submitted, reviewed, and approved with all building permit applications that demonstrates how creek and riparian habitat protection measures will be implemented throughout construction.
- I. **Existing Nonconforming Structures.** The provisions of Chapter 19.27, Nonconforming Uses and Structures shall apply except that additions or enlargements that extend a nonconforming yard are not permitted in the -CP overlay district.

(Ord. 2008-2 Div. II (part), 2008.)

19.12.070 - Culverts, walls, and other structures within creeks.

- A. **Permit Required.** Culverting and riprapping shall be prohibited unless there is strong evidence that there is no other reasonable means to prevent the erosion of adjacent supports, foundations, or property. A permit from the City Engineer and Zoning Administrator shall be required to construct or cause to be constructed, any wall, culvert, drain, bulkhead or other structure in any natural watercourse or creek in the city, or to place riprap or any debris in the channel or on the banks.
- B. **Required Submittals.** The City Engineer and Zoning Administrator shall require the applicant to submit plans and specifications for such a wall, bulkhead, culvert, drain, structure or bank protection work that specifies the exact location and extent of the project. Any work that has been granted a permit shall be carried out under the supervision of the City Engineer, or his or her designated representative.
- C. **No Alternatives.** A permit to construct any wall, culvert, drain, bulkhead or other structure pursuant to this Section shall not be granted if an alternative is available to solve the problem, including:
1. Excavating to restore a natural meander, stream geometry and channel roughness.
 2. Clearing debris.
 3. Flood proofing such as minor redesign of buildings, relocation of porches or other minor structures, sheds, garages, raising of such structures, or raising the grade of adjacent land.
 4. Removing structures where feasible.
 5. Stabilizing the bank using vegetation or a combination of revegetation construction (soil bio-engineering) that does not degrade the existing natural environment. This may include the use of vegetated and dirt filled bagions, vegetated wood cribwalls, live and dead brush matting, fascines, brush layering and cuttings, and other similar strategies based on employing plants as the long-term stabilizing materials.
 6. Vegetation management that can include selective clearing that retains a riparian canopy and root structure to preserve riparian habitat, control unwanted undergrowth and stabilize banks.

7. Setback levee construction or flood wall construction on the flood plain.
 8. Changes in site design, including but not limited to removal of impervious surface area.
- D. **Coordination with Other Permit Requirements.** All required permits from the California Department of Fish and Game, the U.S. Army Corps of Engineers, the California State Water Resources Control Board, or other applicable agency shall be obtained, and all required environmental review pursuant to the California Environmental Quality Act shall be satisfied prior to, or concurrently with the approval of a permit by the City Engineer.
- E. **Appeals.** Decisions by the Zoning Administrator and/or the City Engineer may be appealed to the Planning Commission, subject to the provisions of Chapter 19.39, Appeals.

(Ord. 2008-2 Div. II (part), 2008.)

19.12.080 - Grading or alterations to riparian vegetation.

No grading, alteration of the natural contours of the land, cutting or alteration, or removal of creek bank vegetation, within the creek or creek setback area shall be permitted except in any of the following instances:

- A. **Approved Structures.** It is required for the construction of a structure approved under Section 19.12.060 or 19.12.070 and the building permit for such structure has been issued.
- B. **Public Health and Safety Projects.** The City Engineer and Zoning Administrator determines such grading is for emergency purposes, or a maintenance or capital improvement project that is necessary to protect public health and safety and any required environmental review is completed. An administrative use permit will be required for cutting back and/or replacing existing vegetation for safety purposes.
- C. **Other Projects.** For other projects, such as creek restoration and enhancement, with the approval of a Conditional Use Permit and if the project meets all of the following requirements:
 1. Provides equal or better habitat and creek protection as compared to current conditions.
 2. Does not impair the functional capacity of the habitat.
 3. Does not cause significant creek bank erosion.
 4. Does not have a detrimental effect on water quality or quantity.
 5. Is in accordance with applicable permits required by the Department of Fish and Game and/or any other applicable local, State or Federal agency.

(Ord. 2008-2 Div. II (part), 2008.)

Appendix 7

BASMAA Development Committee

Guidance for Identifying Green Infrastructure Potential in Municipal Capital Improvement Program Projects May 6, 2016

Background

In the recently reissued [Municipal Regional Stormwater Permit](#) (“MRP 2.0”), Provision C.3.j. requires Permittees to develop and implement Green Infrastructure Plans to reduce the adverse water quality impacts of urbanization on receiving waters over the long term. Provisions C.11 and C.12 require the Permittees to reduce discharges of Mercury and PCBs, and portion of these load reductions must be achieved by implementing Green Infrastructure. Specifically, Permittees collectively must implement Green Infrastructure to reduce mercury loading by 48 grams/year and PCB loading by 120 grams/year by 2020, and plan for substantially larger reductions in the following decades. Green Infrastructure on both public and private land will help to meet these load reduction requirements, improve water quality, and provide multiple other benefits as well. Implementation on private land is achieved by implementing stormwater requirements for new development and redevelopment (Provision C.3.a. through Provision C.3.i.). These requirements were carried forward, largely unchanged, from MRP 1.0.

MRP 2.0 defines Green Infrastructure as:

Infrastructure that uses vegetation, soils, and natural processes to manage water and create healthier urban environments. At the scale of a city or county, green infrastructure refers to the patchwork of natural areas that provides habitat, flood protection, cleaner air, and cleaner water. At the scale of a neighborhood or site, green infrastructure refers to stormwater management systems that mimic nature by soaking up and storing water.

In practical terms, most green infrastructure will take the form of diverting runoff from existing streets, roofs, and parking lots to one of two stormwater management strategies:

1. Dispersal to vegetated areas, where sufficient landscaped area is available and slopes are not too steep.
2. LID (bioretention and infiltration) facilities, built according to criteria similar to those currently required for regulated private development and redevelopment projects under Provision C.3.

In some cases, the use of tree-box-type biofilters may be appropriate¹. In other cases, where conditions are appropriate, existing impervious pavements may be removed and replaced with pervious pavements.

In MRP 2.0, Provision C.3.j. includes requirements for Green Infrastructure planning and implementation. Provision C.3.j. has two main elements to be implemented by municipalities:

1. Preparation of a Green Infrastructure Plan for the inclusion of LID drainage design into storm drain infrastructure on public and private land, including streets, roads, storm drains, etc.
2. Early implementation of green infrastructure projects (“no missed opportunities”),

This guidance addresses the second of these requirements. The intent of the “no missed opportunities” requirement is to ensure that no major infrastructure project is built without assessing the opportunity for incorporation of green infrastructure features.

Provision C.3.j.ii. requires that each Permittee prepare and maintain a list of green infrastructure projects, public and private, that are already planned for implementation during the permit term (not including C.3-regulated projects), and infrastructure projects planned for

¹ Standard proprietary tree-box-type biofilters are considered to be non-LID treatment and will only be allowed under certain circumstances. Guidance on use and sizing of these facilities will be provided in a separate document.

implementation during the permit term that have potential for green infrastructure measures. The list must be submitted with each Annual Report, including:

“... a summary of how each public infrastructure project with green infrastructure potential will include green infrastructure measures to the maximum extent practical during the permit term. For any public infrastructure project where implementation of green infrastructure measures is not practicable, submit a brief description for the project and the reasons green infrastructure measures were impracticable to implement”.

This requirement has no specified start date; “during the permit term” means beginning January 1, 2016 and before December 31, 2020. The first Annual Report submittal date will be September 30, 2016.

Note that this guidance primarily addresses the review of proposed or planned public projects for green infrastructure opportunities. The Permittee may also be aware of proposed or planned private projects, not subject to LID treatment requirements, that may have the opportunity to incorporate green infrastructure. These should be addressed in the same way as planned public projects, as described below.

Procedure for Review of Planned Public Projects and Annual Reporting

The municipality’s Capital Improvement Program (CIP) project list provides a good starting point for review of proposed public infrastructure projects. Review of other lists of public infrastructure projects, such as those proposed within separately funded special districts (e.g., lighting and landscape districts, maintenance districts, and community facilities districts), may also be appropriate. This section describes a two-part procedure for conducting the review.

Part 1 – Initial Screening

The first step in reviewing a CIP or other public project list is to screen out certain types of projects from further consideration. For example, some projects (e.g., interior remodels, traffic signal replacement) can be readily identified as having no green infrastructure potential. Other projects may appear on the list with only a title, and it may be too early to identify whether green infrastructure could be included. Still others have already progressed past the point where the design can reasonably be changed (this will vary from project to project, depending on available budget and schedule).

Some “projects” listed in a CIP may provide budget for multiple maintenance or minor construction projects throughout the jurisdiction or a portion of the jurisdiction, such as a tree planting program, curb and sidewalk repair/upgrade, or ADA curb/ramp compliance. It is recommended that these types of projects not be included in the review process described herein. The priority for incorporating green infrastructure into these types of projects needs to be assessed as part of the Permittees’ development of Green Infrastructure Plans, and standard details and specifications need to be developed and adopted. During this permit term, Permittees will evaluate select projects, project types, and/or groups of projects as case studies and develop an approach as part of Green Infrastructure planning.

The projects removed through the initial screening process do not need to be reported to the Water Board in the Permittee’s Annual Report. However, the process should be documented and records kept as to the reason the project was removed from further consideration. Note that projects that were determined to be too early to assess will need to be reassessed during the next fiscal year’s review.

The following categories of projects may be screened out of the review process in a given fiscal year:

1. **Projects with No Potential** - The project is identified in initial screening as having no green infrastructure potential based on the type of project. For example, the project does not include any exterior work. Attachment 1 provides a suggested list of such projects that Permittees may use as a model for their own internal process.

2. **Projects Too Early to Assess** – There is not yet enough information to assess the project for green infrastructure potential, or the project is not scheduled to begin design within the permit term (January 2016 – December 2020). If the project is scheduled to begin within the permit term, an assessment will be conducted if and when the project moves forward to conceptual design.
3. **Projects Too Late to Change** – The project is under construction or has moved to a stage of design in which changes cannot be made. The stage of design at which it is too late to incorporate green infrastructure measures varies with each project, so a “percent-complete” threshold has not been defined. Some projects may have funding tied to a particular conceptual design and changes cannot be made even early in the design process, while others may have adequate budget and time within the construction schedule to make changes late in the design process. Agencies will need to make judgments on a case-by-case basis.
4. **Projects Consisting of Maintenance or Minor Construction Work Orders** – The “project” includes budgets for multiple maintenance or minor construction work orders throughout the jurisdiction or a portion of the jurisdiction. These types of projects will not be individually reviewed for green infrastructure opportunity but will be considered as part of a municipality’s Green Infrastructure Plan.

Part 2 – Assessment of Green Infrastructure Potential

After the initial screening, the remaining projects either already include green infrastructure or will need to go through an assessment process to determine whether or not there is potential to incorporate green infrastructure. A recommended process for conducting the assessment is provided later in this guidance. As a result of the assessment, the project will fall into one of the following categories with associated annual reporting requirements. Attachment 2 provides the relevant pages of the FY 15-16 Annual Report template for reference.

- **Project is a C.3-regulated project and will include LID treatment.**

Reporting: Follow current C.3 guidance and report the project in Table C.3.b.iv.(2) of the Annual Report for the fiscal year in which the project is approved.

- **Project already includes green infrastructure and is funded.**

Reporting: List the project in “Table B-Planned Green Infrastructure Projects” in the Annual Report, indicate the planning or implementation status, and describe the green infrastructure measures to be included.

- **Project may have green infrastructure potential** pending further assessment of feasibility, incremental cost, and availability of funding.

Reporting: If the feasibility assessment is not complete and/or funding has not been identified, list the project in “Table A-Public Projects Reviewed for Green Infrastructure” in the Annual Report. In the “GI Included?” column, state either “TBD” (to be determined) if the assessment is not complete, or “Yes” if it has been determined that green infrastructure is feasible. In the rightmost column, describe the green infrastructure measures considered and/or proposed, and note the funding and other contingencies for inclusion of green infrastructure in the project. Once funding for the project has been identified, the project should be moved to “Table B-Planned Green Infrastructure Projects” in future Annual Reports.

- **Project does not have green infrastructure potential.** A project-specific assessment has been completed, and Green Infrastructure is impracticable.

Reporting: In the Annual Report, list the project in “Table A-Public Projects Reviewed for Green Infrastructure”. In the “GI Included?” column, state “No.” Briefly state the reasons for the determination in the rightmost column. Prepare more detailed documentation of the reasons for the determination and keep it in the project files.

Process for Assessing Green Infrastructure Potential of a Public Infrastructure Project

Initial Assessment of Green Infrastructure Potential

Consider opportunities that may be associated with:

- Alterations to roof drainage from existing buildings
- New or replaced pavement or drainage structures (including gutters, inlets, or pipes)
- Concrete work
- Landscaping, including tree planting
- Streetscape improvements and intersection improvements (other than signals)

Step 1: Information Collection/Reconnaissance

For projects that include alterations to building drainage, identify the locations of roof leaders and downspouts, and where they discharge or where they are connected to storm drains.

For street and landscape projects:

- Evaluate potential opportunities to substitute pervious pavements for impervious pavements.
- Identify and locate drainage structures, including storm drain inlets or catch basins.
- Identify and locate drainage pathways, including curb and gutter.

Identify landscaped areas and paved areas that are adjacent to, or down gradient from, roofs or pavement. These are potential facility locations. *If there are any such locations, continue to the next step.* Note that the project area boundaries may be, but are not required to be, expanded to include potential green infrastructure facilities.

Step 2: Preliminary Sizing and Drainage Analysis

Beginning with the potential LID facility locations that seem most feasible, identify possible pathways to direct drainage from roofs and/or pavement to potential LID facility locations—by sheet flow, valley gutters, trench drains, or (where gradients are steeper) via pipes, based on existing grades and drainage patterns. Where existing grades constrain natural drainage to potential facilities, the use of pumps may be considered (as a less preferable option).

Delineate (roughly) the drainage area tributary to each potential LID facility location. Typically, this requires site reconnaissance, which may or may not include the use of a level to measure relative elevations.

Use the following preliminary sizing factor (facility area/tributary area) for the potential facility location and determine which of the following could be constructed within the existing right-of-way or adjacent vacant land. Note that these sizing factors are guidelines (not strict rules, but targets):

- Sizing factor ≥ 0.5 for dispersal to landscape or pervious pavement² (i.e., a maximum 2:1 ratio of impervious area to pervious area)
- Sizing factor ≥ 0.04 for bioretention
- Sizing factor ≥ 0.004 (or less) for tree-box-type biofilters

For bioretention facilities requiring underdrains and tree-box-type biofilters, note if there are potential connections from the underdrain to the storm drain system (typically 2.0 feet below soil surface for bioretention facilities, and 3.5 feet below surface for tree-box-type biofilters).

² Note that pervious pavement systems are typically designed to infiltrate only the rain falling on the pervious pavement itself, with the allowance for small quantities of runoff from adjacent impervious areas. If significant runoff from adjacent areas is anticipated, preliminary sizing considerations should include evaluation of the depth of drain rock layer needed based on permeability of site soils.

If, in this step, you have confirmed there may be feasible potential facility locations, *continue to the next step.*

Step 3: Barriers and Conflicts

Note that barriers and conflicts do not necessarily mean implementation is infeasible; however, they need to be identified and taken into account in future decision-making, as they may affect cost or public acceptance of the project.

Note issues such as:

- Confirmed or potential conflicts with subsurface utilities
- Known or unknown issues with property ownership, or need for acquisition or easements
- Availability of water supply for irrigation, or lack thereof
- Extent to which green infrastructure is an “add on” vs. integrated with the rest of the project

Step 4: Project Budget and Schedule

Consider sources of funding that may be available for green infrastructure. It is recognized that lack of budget may be a serious constraint for the addition of green infrastructure in public projects. For example, acquisition of additional right-of-way or easements for roadway projects is not always possible. Short and long term maintenance costs also need to be considered, and jurisdictions may not have a funding source for landscape maintenance, especially along roadways. The objective of this process is to identify opportunities for green infrastructure, so that if and when funding becomes available, implementation may be possible.

Note any constraints on the project schedule, such as a regulatory mandate to complete the project by a specific date, grant requirements, etc., that could complicate aligning a separate funding stream for the green infrastructure element. Consider whether cost savings could be achieved by integrating the project with other planned projects, such as pedestrian or bicycle safety improvement projects, street beautification, etc., if the schedule allows.

Step 5: Assessment—Does the Project Have Green Infrastructure Potential?

Consider the ancillary benefits of green infrastructure, including opportunities for improving the quality of public spaces, providing parks and play areas, providing habitat, urban forestry, mitigating heat island effects, aesthetics, and other valuable enhancements to quality of life.

Based on the information above, would it make sense to include green infrastructure into this project—if funding were available for the potential incremental costs of including green infrastructure in the project? Identify any additional conditions that would have to be met for green infrastructure elements to be constructed consequent with the project.

Attachment 1

Examples of Projects with No Potential for Green Infrastructure

- ☐ Projects with no exterior work (e.g., interior remodels)
- ☐ Projects involving exterior building upgrades or equipment (e.g., HVAC, solar panels, window replacement, roof repairs and maintenance)
- ☐ Projects related to development and/or continued funding of municipal programs or related organizations
- ☐ Projects related to technical studies, mapping, aerial photography, surveying, database development/upgrades, monitoring, training, or update of standard specs and details
- ☐ Construction of new streetlights, traffic signals or communication facilities
- ☐ Minor bridge and culvert repairs/replacement
- ☐ Non-stormwater utility projects (e.g., sewer or water main repairs/replacement, utility undergrounding, treatment plant upgrades)
- ☐ Equipment purchase or maintenance (including vehicles, street or park furniture, equipment for sports fields and golf courses, etc.)
- ☐ Irrigation system installation, upgrades or repairs

Attachment 2

**Excerpts from the C.3 Section of the FY 15-16 Annual Report Template:
Tables for Reporting C.3-Regulated Projects and Green Infrastructure Projects**

**C.3.b.iv.(2) ► Regulated Projects Reporting Table (part 1) –
Projects Approved During the Fiscal Year Reporting Period**

Project Name Project No.	Project Location ⁹ , Street Address	Name of Developer	Project Phase No. ¹⁰	Project Type & Description ¹¹	Project Watershed ¹²	Total Site Area (Acres)	Total Area of Land Disturbed (Acres)	Total New Impervious Surface Area (ft ²) ¹³	Total Replaced Impervious Surface Area (ft ²) ¹⁴	Total Pre-Project Impervious Surface Area ¹⁵ (ft ²)	Total Post-Project Impervious Surface Area ¹⁶ (ft ²)
Private Projects											
Public Projects											
Comments:											
Guidance: If necessary, provide any additional details or clarifications needed about listed projects in this box. Do not leave any cells blank.											

⁹Include cross streets

¹⁰If a project is being constructed in phases, indicate the phase number and use a separate row entry for each phase. If not, enter "NA".

¹¹Project Type is the type of development (i.e., new and/or redevelopment). Example descriptions of development are: 5-story office building, residential with 160 single-family homes with five 4-story buildings to contain 200 condominiums, 100 unit 2-story shopping mall, mixed use retail and residential development (apartments), industrial warehouse.

¹²State the watershed(s) in which the Regulated Project is located. Downstream watershed(s) may be included, but this is optional.

¹³All impervious surfaces added to any area of the site that was previously existing pervious surface.

¹⁴All impervious surfaces added to any area of the site that was previously existing impervious surface.

¹⁵For redevelopment projects, state the pre-project impervious surface area.

¹⁶For redevelopment projects, state the post-project impervious surface area.

C.3.b.iv.(2) ► Regulated Projects Reporting Table (part 2) – Projects Approved During the Fiscal Year Reporting Period (public projects)

Project Name Project No.	Approval Date ²⁹	Date Construction Scheduled to Begin	Source Control Measures ³⁰	Site Design Measures ³¹	Treatment Systems Approved ³²	Operation & Maintenance Responsibility Mechanism ³³	Hydraulic Sizing Criteria ³⁴	Alternative Compliance Measures ^{35/36}	Alternative Certification ³⁷	HM Controls ^{38/39}
Public Projects										

Comments:

Guidance: If necessary, provide any additional details or clarifications needed about listed projects in this box. Note that MRP Provision C.3.c. contains specific requirements for LID site design and source control measures, as well as treatment measures, for all Regulated Projects. Entries in these columns should not be “None” or “NA”. Do not leave any cells blank.

²⁹For public projects, enter the plans and specifications approval date.

³⁰List source control measures approved for the project. Examples include: properly designed trash storage areas; storm drain stenciling or signage; efficient landscape irrigation systems; etc.

³¹List site design measures approved for the project. Examples include: minimize impervious surfaces; conserve natural areas, including existing trees or other vegetation, and soils; construct sidewalks, walkways, and/or patios with permeable surfaces, etc.

³²List all approved stormwater treatment system(s) to be installed onsite or at a joint stormwater treatment facility (e.g., flow through planter, bioretention facility, infiltration basin, etc.).

³³List the legal mechanism(s) (e.g., maintenance plan for O&M by public entity, etc...) that have been or will be used to assign responsibility for the maintenance of the post-construction stormwater treatment systems.

³⁴See Provision C.3.d.i. “Numeric Sizing Criteria for Stormwater Treatment Systems” for list of hydraulic sizing design criteria. Enter the corresponding provision number of the appropriate criterion (i.e., 1.a., 1.b., 2.a., 2.b., 2.c., or 3).

³⁵For Alternative Compliance at an offsite location in accordance with Provision C.3.e.i.(1), on a separate page, give a discussion of the alternative compliance site including the information specified in Provision C.3.b.v.(1)(m)(i) for the offsite project.

³⁶For Alternative Compliance by paying in-lieu fees in accordance with Provision C.3.e.i.(2), on a separate page, provide the information specified in Provision C.3.b.v.(1)(m)(ii) for the Regional Project.

³⁷Note whether a third party was used to certify the project design complies with Provision C.3.d.

³⁸If HM control is not required, state why not.

³⁹If HM control is required, state control method used (e.g., method to design and size device(s) or method(s) used to meet the HM Standard, and description of device(s) or method(s) used, such as detention basin(s), bioretention unit(s), regional detention basin, or in-stream control).

Permittee Name: _____

C.3.j.ii.(2) ► Table A - Public Projects Reviewed for Green Infrastructure

Project Name and Location ⁴³	Project Description	Status ⁴⁴	GI Included? ⁴⁵	Description of GI Measures Considered and/or Proposed or Why GI is Impracticable to Implement ⁴⁶
EXAMPLE: Storm drain retrofit, Stockton and Taylor	Installation of new storm drain to accommodate the 10-yr storm event	Beginning planning and design phase	TBD	Bioretention cells (i.e., linear bulb-outs) will be considered when street modification designs are incorporated

C.3.j.ii.(2) ► Table B - Planned Green Infrastructure Projects

Project Name and Location ⁴⁷	Project Description	Planning or Implementation Status	Green Infrastructure Measures Included
EXAMPLE: Martha Gardens Green Alleys Project	Retrofit of degraded pavement in urban alleyways lacking good drainage	Construction completed October 17, 2015	The project drains replaced concrete pavement and existing adjacent structures to a center strip of pervious pavement and underlying infiltration trench.

⁴³ List each public project that is going through your agency's process for identifying projects with green infrastructure potential.

⁴⁴ Indicate status of project, such as: beginning design, under design (or X% design), projected completion date, completed final design date, etc.

⁴⁵ Enter "Yes" if project will include GI measures, "No" if GI measures are impracticable to implement, or "TBD" if this has not yet been determined.

⁴⁶ Provide a summary of how each public infrastructure project with green infrastructure potential will include green infrastructure measures to the maximum extent practicable during the permit term. If review of the project indicates that implementation of green infrastructure measures is not practicable, provide the reasons why green infrastructure measures are impracticable to implement.

⁴⁷ List each planned (and expected to be funded) public and private green infrastructure project that is not also a Regulated Project as defined in Provision C.3.b.ii. Note that funding for green infrastructure components may be anticipated but is not guaranteed to be available or sufficient.

Appendix 8

Appendix B

Potential Sources of Funding for Sustainable Streets

This appendix provides two tables that, taken together, identify a range of funding sources that may potentially be used to fund Sustainable Streets projects. Table B-1 includes transportation funding sources and presents available information regarding the eligibility of green stormwater infrastructure. Table B-2 includes resource-related funding sources and presents available information regarding the eligibility of transportation features.

Table B-1 Transportation Funding Sources that May Potentially Fund Sustainable Streets					
Row No.	Name of Funding Source	Administering Agency	Funded by	Conditions under which Green Stormwater Infrastructure is Eligible	Link to information
1	One Bay Area Grant Program	Metropolitan Transportation Commission (MTC)	- Surface Transportation Block Grant Program (STP – federal funding) - Congestion Mitigation and Air Quality Improvement (CMAQ – federal funding) (Source: MTC 2017)	- Permeable pavement is eligible. - Landscaping as part of streetscape improvement or safety improvement is eligible. - GSI is eligible if required for mitigation. - Dependent on various goals and guidelines of OBAG sub-programs - Must comply with all Federal & State & Regional & County level (for county programs) regulations. - Follows Caltrans Federal Aid Delivery process. (Sources: MTC 2015a, Atkinson 2017)	http://mtc.ca.gov/our-work/invest-protect/focused-growth/one-bay-area-grants (Source: MTC 2017a)
2	Active Transportation Program	California Transportation Commission (CTC)	Myriad of fund sources that will have to be obtained from CTC	- Scoring criteria is a balance dictated by the various fund sources. - Landscaping as part of the ATP project that meets the program goals are eligible expenses. - Projects must comply with all Federal and State regulations and must follow the Caltrans Federal Aid and CTC delivery process.	www.dot.ca.gov/hq/LocalPrograms/atp/ (Source: Caltrans 2017b)
3	TDA Article 3	MTC establishes guidelines; counties administer funding per MTC guidelines (Source: MTC 2017b)	State funded through Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200	- Intersection safety improvements including bulbouts/curb extensions (Source: MTC 2016). - Curb and gutter improvements were not specifically mentioned in the guidelines, but would be integral to curb extension construction.	http://mtc.ca.gov/our-work/fund-invest/investment-strategies-commitments/transit-21st-century/funding-sales-tax-and-0 (Source: MTC 2017b)
4	Transportation for Livable Communities	Counties administer Transportation for Livable Communities funding (Sources: ACTC 2012, CCTA 2017, C/CAG 2016, VTA 2017)	Funding sources may vary by county. (Sources: ACTC 2012, CCTA 2017, C/CAG 2016, VTA 2017)	Eligibility may vary by county.	Alameda: www.alamedactc.org/app_pages/view/8057 (ACTC 2012a) Contra Costa: www.ccta.net/resources/detail/18/1 (CCTA 2017a) San Mateo: http://ccag.ca.gov/wp-content/uploads/2016/06/OBAG-TLC-Scoring-Criteria.pdf (C/CAG 2016) Santa Clara: www.vta.org/projects-and-programs/call-for-projects (VTA 2017a)
5	Safe Routes to School	MTC establishes guidelines; counties administer funding per MTC guidelines.	CMAQ funding (Source: MTC 2015b)	MTC guidelines identify new curbs and gutters as eligible improvements for pedestrian improvement projects (Source: MTC 2012).	http://mtc.ca.gov/tags-public/safe-routes-school (MTC 2017c)
6	TIGER grants	FHWA	FHWA	- National competition aimed at highway/ Bridge bike/ped/passenger and freight rail/port / intermodal projects. - Very intensive benefit-cost analysis required. - Infrastructure as required mitigation is probably eligible.	https://www.transportation.gov/tiger (USDOT 2017)

Table B-1 Transportation Funding Sources that May Potentially Fund Sustainable Streets					
Row No.	Name of Funding Source	Administering Agency	Funded by	Conditions under which Green Stormwater Infrastructure is Eligible	Link to information
7	Transportation Fund for Clean Air	BAAQMD	State Funding	The Application Guidance for the Bicycle Facilities Grant Program does not specifically mention storm drainage, landscaping, or other project activities directly related to green stormwater infrastructure (BAAQMD 2017b); however, an informational interview with BAAQMD staff (BASMAA 2016) indicated that green stormwater infrastructure improvements, or other landscaping improvements, may be eligible due to carbon sequestration benefits.	http://www.baaqmd.gov/grant-funding/public-agencies (BAAQMD 2017a)
8	Affordable Housing and Sustainable Communities	Strategic Growth Council guidelines.	State Cap and Trade Funding	- Urban greening costs are eligible, and projects must include at least one urban greening element. The definition of urban greening includes natural infrastructure and stormwater features. Natural infrastructure is defined as the preservation and/or restoration of ecological systems, or utilization of engineered systems that use ecological processes, to increase resiliency to climate change and/or manage other environmental problems. - Projects may receive up to 3 points for incorporating natural infrastructure, if the surrounding community is experiencing any specific climate vulnerabilities and the project aims to address specific concerns. (Source SGC 2017)	http://www.sgc.ca.gov/Grant-Programs/AHSC-Program.html (SGC 2015)
9	Half-cent sales tax measure funding (different measures for different counties)	ACTC – Alameda County CCTA – Contra Costa County VTA – Santa Clara County SMCTA – San Mateo County	Countywide sales taxes	Eligibility policies vary by county.	Alameda County: Measure B: www.alamedactc.org/app_pages/view/4617 (ACTC 2012b) Measure BB: www.alamedactc.org/news_items/view/14837 (ACTC 2015) Contra Costa County Measure J: www.ccta.net/sources/detail/2/1 (CCTA 2017b) San Mateo County Measure A: www.smcta.com/about/About_Measure_A.html (SMCTA 2012) Santa Clara County: Measure A Transit Improvements: www.vta.org/projects-and-programs/programs/2000-measure-a-transit-improvement-program (VTA 2015) Measure B: www.vta.org/measure-b-2016 (VTA 2017b)

Table B-2 Resource-Based Grant and Loan Programs that May Potentially Fund Sustainable Streets					
Row No.	Name of Funding Source	Administering Agency	Funded by	Conditions under which Transportation is Eligible	Link to information
1	Prop 1 Stormwater Grant Program	State Water Resources Control Board	State Proposition 1	- Costs for permeable pavement are eligible - Costs for bike lanes/pedestrian pathways/alternate transit lane could be eligible if GHG reduction is shown as a quantifiable benefit (Source: BASMAA 2017b)	www.waterboards.ca.gov/water_issues/programs/grants_loans/swgp/prop1/ (Source: SWRCB 2017)
2	Prop 1 Integrated Regional Water Management Grants	Department of Water Resources	State Proposition 1	The guidelines for the 2016 round of funding do not specifically address the eligibility of the transportation features of Sustainable Streets projects; however, projects receive points for demonstrating a reduction of GHG (DWR 2016)	http://www.water.ca.gov/irwm/grants/prop1index.cfm (DWR 2017)
3	State Coastal Conservancy	Prop 1 Grants	State Proposition 1	- The program funds multi-benefit projects in four focus areas: Fisheries, Wetlands restoration, Agricultural water use/ ecosystem, and Urban Greening. Urban greening looks as multi-benefits, including public access to ecological resources, carbon sequestration, enhancement of urban park, with a focus on ecological function (BASMAA 2017a). - The grant guidelines do not specifically address the eligibility of the transportation features of Sustainable Streets projects; however, one of the project selection criteria is for project design and construction methods to include measures to avoid or minimize GHG emissions to the extent feasible and consistent with the project objectives (SCC 2016).	http://scc.ca.gov/grants/proposition-1-grants/ (SCC 2017)
4	Measure AA	San Francisco Bay Restoration Authority	Regional Measure AA	- The program generally looks at larger scale GSI, but could fund water quality treatment systems along urbanized shorelines of the Bay. Projects in association with restoration and/or along shore or Bay edge may be eligible (BASMAA 2017a). - The Measure AA grant guidelines do not mention roads or streets. Eligible project types include trails and levees (SFBRA 2017b).	http://sfbayrestore.org/sf-bay-restoration-authority-grants.php (SFBRA 2017a)
5	Urban Greening Grants	California Natural Resources Agency	State Cap and Trade funding	Eligible activities include green street and alleyway projects that integrate green stormwater infrastructure elements into the street or alley design, including permeable surfaces, bioswales, and trees (CNRA 2017b).	http://resources.ca.gov/grants/urban-greening/ (CNRA 2017a)
6	Emergency Management Performance Grant	Federal Emergency Management Agency	Appropriation Authority for Program: Department of Homeland Security Appropriations Act, 2017 (Pub. L. No. 115-31)	This is a planning grant that provides Federal funds to states to assist state, local, territorial, and tribal governments in preparing for all	https://www.fema.gov/preparedness-non-disaster-grants (FEMA 2017)

Table B-2 Resource-Based Grant and Loan Programs that May Potentially Fund Sustainable Streets					
Row No.	Name of Funding Source	Administering Agency	Funded by	Conditions under which Transportation is Eligible	Link to information
				hazards. Examples of funded activities include conducting risk assessments and updating emergency plans (USDHS and FEMA 2017).	
7	Cooperative Implementation Agreements for Total Maximum Daily Load (TMDL) Compliance	Caltrans Stormwater Program	Caltrans Stormwater Program funding	As of March 2018, the program had funded three local agency projects through cooperative implementation agreements in the San Francisco Bay Area; none were Sustainable Street projects. Sustainable Streets projects in the SF Bay Area could potentially be eligible; however, this program can only fund water quality improvements. Key criteria include: the number of TMDL pollutants that will be addressed (including trash) and the amount of Caltrans right of way that is treated. Projects that infiltrate or capture and use stormwater are preferred.	For information, contact Tom Rutsch, tom.rutsch@dot.ca.gov
8	San Francisco Bay Water Quality Improvement Grants	USEPA	The funds for the awards under the 2017 RFP were appropriated to USEPA under the “Further Continuing and Security Assistance Appropriations Act, 2017” (Public Law 114-254) and will be issued under Section 320 of the Clean Water Act (National Estuary Program), 33 U.S.C. §1330 (USEPA 2017b).	Eligible projects include projects that manage stormwater with low impact development and green stormwater infrastructure; projects should be based on a restoration plan, TMDL, stormwater/green stormwater infrastructure plan, or watershed plan (USEPA 2017b).	www.epa.gov/sfbay-delta/sf-bay-water-quality-improvement-fund (USEPA 2017)
9	Clean Water State Revolving Fund (CWSRF)	SWCRB	The CWSRF provides below-market rate financing, funded by the California Infrastructure and Economic Development Bank State Revolving Funds revenue bonds (Fitch Ratings 2014).	Eligible projects include planning, design, and/or construction of publicly-owned storm water treatment and control facilities.	www.waterboards.ca.gov/water_issues/programs/grants_loans/ (SWCRB 2018)



SUPPLEMENTAL AGENDA MATERIALS

CITY COUNCIL MEETING September 17, 2019

AGENDA ITEM 2(A) - 2019 E.C.S.T.A.R.S Internship Program Presentation

1. Powerpoint Presentation

AGENDA ITEM 4 – ORAL COMMUNICATIONS FROM THE PUBLIC

1. Public Comments

AGENDA ITEM 6(A) – Amendment to the Development Agreement for the 1715 Elm Street Project

1. Water Board Correspondence received 9/13/2019
2. Powerpoint Presentation received at the meeting

AGENDA ITEM 7(A) - Approval of the City of El Cerrito Green Infrastructure Plan

1. Powerpoint Presentation

El Cerrito Students Training And Ready for Success Program (EC STARS)

Presented to the City Council September 17, 2019



1

Overview

Partnership with the City and WCCUSD

7th year of the program

Paid internship

2018 program integrated with District's Career Pathways Summer Internship Program

District's program established from EC STARS

2



3

Department/Division	Intern	Mentor(s)
City Administration (City Manager's Office & Finance)	Michelle Li	Maya Williams Shannon Collins
Fire	Vonne Ng Bader	FPO Damien Carrion BC Joe Grupalo
Information Technology	Aaradhya Poudyal	Eric Ng
Police	Jullisa Rodriguez	Sgt. David Wentworth Lt. Steve Bonini
Public Works	Jessenia Ponce	Laurenteen Brazil
Recreation	Anna Madrid	Bridget Cooney

Assignments

4

E.C. STARS

AT EL CERRITO CITY HALL

Career Pathways Program

MICHELLE LI

5

Overview

- I was placed in the City's Administration and Finance Departments.
- Mainly worked with Maya Williams and Shannon Collins.
 - As well as Ms. Andrea and Ms. Aria

6

During the Internship

My Experience

- Creating a List of Legislative Priorities
- Business Tax License Renewals
- Promoting and Helping Out with Events
- Helping With a Range of Tasks on the Daily
- Gained a Wide Variety of Connections

Things I Learned

- How to Use Microsoft Office More Efficiently
- How to Behave in a Professional Setting
- Learned How Businesses Operate Within the City
- Communication Skills

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Thank You!

I am extremely grateful to have gotten the opportunity to participate in one of my most memorable experiences. There are no words to fully express how indebted I am to City Hall.

I would like to thank the WCCUSD Career Pathways Department, El Cerrito High School, and El Cerrito City Hall for providing this incredible internship for students like me.

8

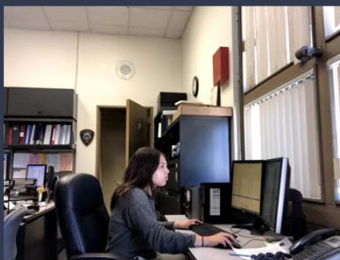
E.C. STARS Internship: Fire Department

Vonne Ng-Bader



9

Skills I learned:



- Time management
- Computer skills
- Communicating with coworkers
- Independence

10

Projects I worked on:



- Uploaded data on the commercial occupancies in the City
- Created a Go-Bag list for emergency preparedness and made an emergency plan
- Assistant for the Fire Prevention Officer with the Vegetation Management Program



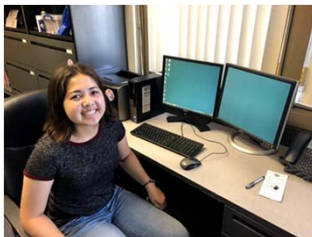
11

Thank you!

Thank you to the City of El Cerrito for this amazing opportunity!

Thank you to the Fire Department for allowing me to intern with them; thank you Chief Pigoni, Damien Carrion and David Gibson, Joe Grupalo, and Brenda Navellier!

Thank you to the E.C. STARS Program, especially Mr. Mason and Mr. Merrida, and the Career Pathways Internship Program!



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EC STAR Internship

-by Aaradhya Poudyal

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My Tasks

- Replacing old devices with newer and faster ones.
- Helping others understand their devices better.
- Enrolling new devices into our system.
- Researching various topics.
- Documentation
- IT support

14

What I learned

1. Network Security



15

Automation

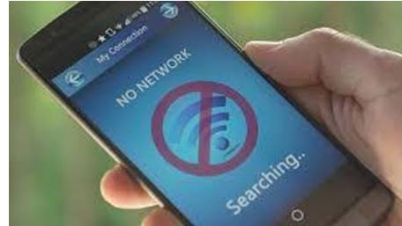


Network



16

Troubleshooting Network Issues



17

Soft Skills

- Independence
- Teamwork
- Communication
- Punctuality
- Critical Thinking



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Thank you

City of El Cerrito

El Cerrito Information Technology Department

Eric Ng, Kevin Ma, Pete Salazar

WCCUSD Career Pathway Department

Mr. Mason

Chris Merrida



19

E.C. S.T.A.R.S. Internship

El Cerrito Police
Department

Jullisa Rodriguez

20

Internship Overview

❖ Public Safety Building Project:

- Emails
- Phone calls
- Entering data into Excel



❖ Special Events

- World One 4th of July Festival
- National Night Out



21

What I learned

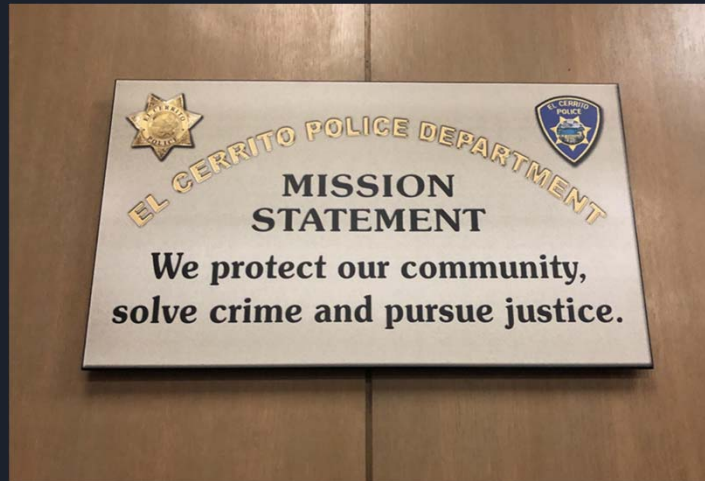
- ❖ The importance of strong communication.
- ❖ A good relationship with the community is important



22

HOW IT IMPACTED ME

- Career perspective



23

Thank You !



City of El Cerrito
EC City Counsel
Victor Zaragoza
Chris Merrida

El Cerrito Police Department
Sgt. David Wentworth
Terri Waller
Corey Mason



24

Jessenia Ponce

Public Works: El Cerrito Recycling Center



25

My Tasks

Customer service

Cashier

Excel spreadsheets

Data analysis charts



26

What I Learned

Professionalism
 Work experience/culture
 Responsibility
 The importance of recycling



27

Thank You!

My manager: Maria Sanders, Supervisor: Laureteen Brazil, Coworker: Mario Gonzales and Will Provost

Chris Merrida and Corey Mason

The City of El Cerrito

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ECHS STARS SUMMER INTERNSHIP

El Cerrito Recreation Department Midtown Activity Center

Anna Madrid

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**CITY OF EL CERRITO
SENIOR RESOURCE FAIR**
WEDNESDAY, OCTOBER 2, 2019
9:30AM-12PM
EL CERRITO COMMUNITY CENTER
7007 MOESER LANE, EL CERRITO

LEARN MORE ABOUT:

- TRANSPORTATION
- EDUCATIONAL OPPORTUNITIES
- HOUSING AND ENTERTAINMENT
- HEALTH AND FITNESS
- COUNTY AND CITY SERVICES
- VOLUNTEER OPPORTUNITIES
- AND MUCH MORE!

★ FREE event with DOOR PRIZES! Bring a friend or neighbor!
★ FREE Lunch! sponsored by Beacon Home Care
★ FREE rides available to El Cerrito residents

EL CERRITO RECREATION
For more information call (510) 559-7677 or email midtown@elcerrito.ca.us

50+ BULLETIN | SEPTEMBER 2019
10940 San Pablo Ave. El Cerrito, CA 94504

**EL CERRITO
MIDTOWN
ACTIVITY
CENTER**

**CoCo Café Nutrition Lunch
Program Menu for ages 60+
(\$3 Donation)**
Succotash (one vegetable upon request).
Please call 8 days in advance before 12pm
to make your reservation.
8-616-559-7677
Free ride to lunch when using 50+ Flyer 506.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1. SALAD/VEGETABLE STEAM BUNDOLES GRAVY	4. SALAD CHICKEN SANDWICHES	7. POTATO CRUSTED PIKE	10. SPINACH & MUSHROOM ALFREDO	13. TURKEY DINNER W/ GRAVY
12. POTATOES CHICKEN DRESSING	15. SALMON PATTY	18. TURKEY TAMALES PIE	21. BREAD PULLOVER FILLET	24. TURKEY AND SAUSAGE SOUP
19. TURKEY BURGER W/ CHEESE	22. CHICKEN SANDWICH W/ PARMESAN CHEESE	25. CHICKEN W/ CHEESE & ONIONS	28. BREAD PULLOVER FILLET	31. TURKEY CHICKEN SALAD ON MIXED GREENS
26. CHICKEN PASTA W/ PEPPERS	29. BEEF SWIRL OVER BROWN RICE	32. SEAFOOD SALAD ON LETTUCE	35. TARTAR CHICKEN THIGH ON NOODLES	38. TURKEY MEATBALLS OVER HERB RICE

Tasks

- Design flyers/update 50 Plus Bulletin
- Answered phones/make reminder calls
- Elder tech
- Set customer appointments for various activities
- 4th of July/National Night Out
- Get quotes for purchases (such as building signs)

30

Things I Learned

- How to properly answer a call/take a message
- Communication with customers
- Organization
- Spreadsheets
- Properly send an email
- Customer service
- Critical Thinking

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Thank You

To Chris Merrida and Corey Mason

To everybody at the Midtown Activity Center, my Supervisor Bridget Cooney, as well as Mark Deleon, Blanca Campos-Martinez and Mariah.

To the WCCUSD Summer Pathways, Terri Waller and Victor Zaragoza.

And to the City Of El Cerrito for allowing me this amazing opportunity

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El Cerrito City Council Meeting 17 Sept 2019

**RECEIVED
AT THE MEETING OF**

SEP 17 2019

**CITY OF EL CERRITO
CITY CLERK**

Make El Cerrito Fire Safe Priority: Save Lives through Clear Evacuation Routes

First, I want to thank the El Cerrito Fire and Police Department for their work on wildfire preparedness and evacuation, particularly as summarized in the recent brochure mailed to every resident.

On page 10 of that plan, there is a map showing the emergency access and evacuation roads in El Cerrito. A number of questions about this process remain unanswered.

- 1) There are no street markings that indicate evacuation routes. Unless carrying the map, how will residents know which street is an evacuation route? *Street signs should clearly mark these routes.*
- 2) There is no mandate to keep these routes clear for emergency traffic. How will cars get out and emergency vehicles get in if there is parking on the street? *Parking should be restricted to driveways and only one side of the street during Red Flag Warnings.*
- 3) How will emergency vehicles get to critical areas when the streets are clogged with evacuating residents? *Some routes should be designated for emergency vehicle access only.*
- 4) What plans, if any, have been made to evacuate elementary schools, the elderly, and special needs residents?
- 5) Vegetation abatement on private property has been ongoing for the past several weeks. However, there has been no obvious clearing of vegetation encroaching on the mapped evacuation routes. Will this be done before the Diablo Winds begin to blow in October? *There must be no overhanging or encroaching vegetation that would cause a "tunnel of fire" on evacuation routes during a potential firestorm.*

Thank you,

Gary Prost, Make El Cerrito Fire Safe
1265 Contra Costa Dr., El Cerrito
510-974-5044
garyprost01@gmail.com

September 17, 2019

RECEIVED
AT THE MEETING OF

SEP 17 2019

Honorable El Cerrito City Council

CITY OF EL CERRITO
CITY CLERK

On July 23, 2019, the Board of Directors of the Kensington Police Protection and Community Services District [KPPCSD] sent to you a Request for Proposal [RFP] seeking to have the El Cerrito Police Department take over all or some of the services currently provided by the Kensington Police Department. All proposals are due by October 15, 2019. Not included in the RFP, however, was any reference to the requirement in an Ordinance enacted by Initiative and approved by the KPPCSD on October 8, 2009. That law provides that before entering into any contract which results in all or a substantial portion of Kensington police services being performed by another agency, such decision must be approved by a majority of the Kensington voters.

Initiative measures such as the Kensington Ordinance are presumptively valid and must be enforced. (*Legislature v. Eu* (1991) 54 Cal.3d 492, 501.) Local officials have no authority to disregard a duty imposed upon them by an Ordinance, whether based upon their own view or upon advice of counsel. (*Locker v. City and County of San Francisco* (2004) 33 Cal.4th 1055, 1068 and 1107, fn. 35.) Refusal to comply with legal mandates may result in the voiding of any actions undertaken by the agency. (*Id.* at 1113.)

We bring this to your attention because it appears that the Board of Directors of the KPPCSD intends to disregard the law requiring a vote on contracting out police service. The sole basis for this is an opinion from District counsel that a court might find the voting Ordinance invalid. That is not enough to justify ignoring the Ordinance. No court has been asked to rule, much less ruled upon, the validity of the Ordinance. It is thus presumptively valid and binding on the Board. If a vote of the citizens of Kensington is not allowed, any contract for police services entered into by the Board with El Cerrito or any other agency would be voidable.

In light of the above, should this Council decide to go forward and respond positively to the Kensington RFP, we urge you to make any contract proposal expressly conditioned on a favorable vote of the Kensington electorate, *and* further, to make such response conditioned on Kensington's fulfillment of its meet and confer requirements under the Myers Milias Brown Act, as well. (*Rialto Police Benefit Association v. City of Rialto* (2007) 155 Cal.App.4th 1295.)

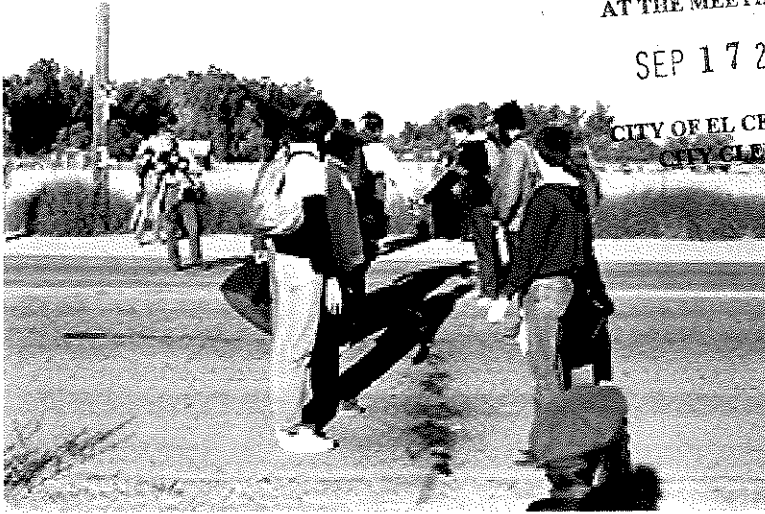
Paul Dorroh

Patricia Gillette

RECEIVED
AT THE MEETING OF

SEP 17 2019

CITY OF EL CERRITO
CITY CLERK



ENOLA GAY: EARLY AIDS ACTIVISM

Friday, September 20, 2019

7:00 PM 9:00 PM

GLBT Historical Society Museum, 4127 18th St., San Francisco,

Admission \$5.00 | Free for members

In September 1984, members of Enola Gay, a gay men's direct-action affinity group, blocked the entrance to Lawrence Livermore National Laboratory during a large demonstration against the development of nuclear weapons. The activists poured real human blood at the entrance and chanted "money for AIDS, not for war!" This act of civil disobedience calling attention to government neglect in the face of a deadly epidemic has been described by one historian as "the first recorded instance of civil disobedience to confront AIDS." To mark the 35th anniversary of the protest, Enola Gay members Robert Glück, Richard Bell and Jack Davis will share photographs and stories from the group's history, discuss the shifting priorities for sexual politics during the 1980s, and reflect on direct action and intersectional organizing during the early years of the AIDS crisis.

SPEAKERS Richard Bell, Robert Glück, Jack Davis

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AT THE MEETING OF

SEP 17 2019

CITY OF EL CERRITO
CITY CLERK

SHUT DOWN CLIMATE PROFITEERS!

CLIMATE JUSTICE RISING



GLOBAL CLIMATE STRIKES

CLIMATEJUSTICESF.ORG

This past year has seen record heat waves, destructive wildfires, and a burning Arctic - but it's been years of talking, countless negotiations, empty promises, and fossil fuel companies being given free rides to drill beneath our soils and burn away our futures for their profit. Politicians have known about climate change for decades. They have willingly handed over their responsibility for our future to profiteers whose search for quick cash threatens our very existence.

We have learned that if we don't start acting for our future, nobody else will make the first move. We are the ones we've been waiting for.

This September, millions of people will take collective action to demand climate justice. Our house is on fire, and now we must act like it.

Join us in San Francisco for a mass mobilization on September 25th to confront the corporations and governments responsible for driving and profiting from this crisis.

WEDNESDAY, SEPTEMBER 25TH:

NON-VIOLENT DIRECT ACTION

7AM AT MONTGOMERY & MARKET

IN DOWNTOWN SAN FRANCISCO

We are also calling on allies to join the youth-led **Global Climate Strike** on **September 20th**. 10am - San Francisco Federal Building (7th and Mission) for march and rally led by Youth vs. Apocalypse.

On **September 23rd**, from 7-10am, we will be swarming near Union Square. In order to raise awareness about the reality of the crisis, as well as the actions in the coming days, we will be disrupting traffic and performing outreach to every car stopped. Low-risk and high-reward, we'll offer trainings day-of. Visit www.bayareaclimatestrike.net!

For more information, and to join trainings & meetings:
www.climatejusticesf.org/

ORGANIZED BY:

Idle No More SF Bay
Diablo Rising Tide
Extinction Rebellion SF Bay

Society of Fearless Grandmothers
1000 Grandmothers

San Francisco Bay Regional Water Quality Control Board

Sent via electronic mail: No hard copy to follow

September 13, 2019
CIWQS Place ID: 804248
Regulatory Measure ID: 395112

City of El Cerrito
El Cerrito City Hall
10890 San Pablo Avenue
El Cerrito, CA 94530

Attention: City Council Members

**Subject: Item 6A, September 17, 2019 El Cerrito City Council Meeting: Proposed
Amendment to the Development Agreement for the 1715 Elm Street Project**

Dear City Council Members:

This letter provides clarification on the 401-water quality certification application submitted to the San Francisco Bay Regional Water Quality Control Board (Water Board) on January 27, 2014 for the Elm Street Condominiums project. Upon review of the application Water Board staff determined that additional information was required to evaluate project impacts to State waters. After consideration of responses to our concerns, we requested additional detail to support the applicant's conclusion that greater setbacks to development from the top of the creek bank were infeasible.

The applicant did not respond to our latter request for additional information to support a final determination on the project design. In brief, our request centered around considering minor and modest design revisions that would afford greater setback to the creek, particularly along the condominium side of the development. However, instead of working through this issue and acquiring certification through normal procedures, the applicant has chosen to assert that a Water Board permit has been acquired by default. This is not typical of developers that we work with under the 401-certification program.

Although it may be the case that the statutory deadline for certification passed, we note that the Nationwide Permits under which the application was submitted have since expired. In addition, even if waiver of certification is assumed by the Corps, the Water Board also has the right under

MICHAEL MONTGOMERY, EXECUTIVE OFFICER

1515 Clay St., Suite 1400, Oakland, CA 94612 | www.waterboards.ca.gov/sanfranciscobay

the Porter Cologne Water Quality Control Act to request a report of waste discharge for the project.

Please contact me at (510) 622-2356 or kathryn.hart@waterboards.ca.gov if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kathryn R. Hart", with a stylized flourish at the end.

Kathryn Hart
Water Resource Control Engineer



1715 Elm Street
EL CERRITO, CALIFORNIA

[illegible]

0' 10' 20' 30'

SCALE: 1/8" = 1'-0"



City of El Cerrito Green Infrastructure Plan

El Cerrito City Council
September 17, 2019

Will Provost
Acting OESD Manager

1

What is Green Infrastructure?

- ▶ Rain Gardens
- ▶ Bioswales
- ▶ Permeable Pavements
 - ▶ Green Roofs
 - ▶ Creek Daylighting
- ▶ Rainwater Harvesting
 - ▶ Tree Planting



2



What are the benefits?

- ▶ Recharging Groundwater Supplies
 - ▶ Flood Mitigation
 - ▶ Habitat Creation
- ▶ Creek and Wetland Restoration
 - ▶ Urban Greening
 - ▶ Traffic Calming
 - ▶ CO2 Capture
- ▶ **Water Quality Improvement**

3

El Cerrito Green Infrastructure Plan

- ▶ City's Municipal Regional Stormwater Permit Requirement, due by September 30th
- ▶ Goal: Reduce pollutant loads, primarily PCBs and Mercury, in the SF Bay
 - ▶ Requirement to reduce PCBs loads by 3,000 grams/year and Mercury loads by 10,000 grams/year countywide by 2040.



El Cerrito Green Infrastructure Plan:
Improving
Stormwater Quality
in El Cerrito and
its Watersheds

September 17, 2019



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Key Elements

- ▶ Targets for the amount of impervious area treated
- ▶ Private development project requirements and potential public projects
- ▶ System for tracking and mapping projects
- ▶ Guidelines for project design, sizing, and standard specifications
- ▶ Integration into related planning documents
- ▶ Regional methods for estimating reductions to be achieved
- ▶ Evaluation of funding options
- ▶ Policies/legal mechanisms for implementation

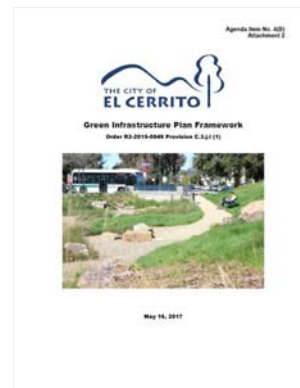


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PUBLIC PROCESS

- ▶ May 16, 2017 – Green Infrastructure Plan Framework Presentation and approval by City Council
- ▶ September 21, 2017 – Stormwater Resources Plan, West County Workshop
- ▶ April 3, 2018 – Clean Water Program and Green Infrastructure Plan Update to City Council
- ▶ June 28, 2018 – Green Infrastructure Plan Presentation at Storm Drain Master Plan Public Meeting
- ▶ April 2, 2019 – Clean Water Program and Green Infrastructure Plan Update to City Council
- ▶ July 18, 2019 – Public Meeting to solicit feedback on the Draft Plan at EQC
- ▶ September 17, 2019 – Plan Presentation for City Council Consideration

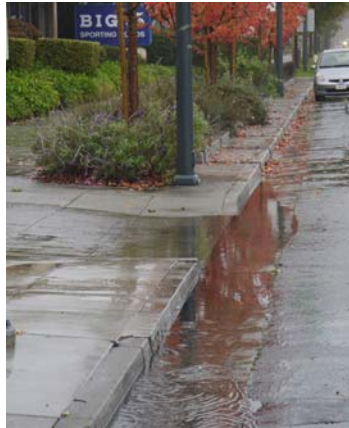


Countywide outreach conducted with County Engineers, Planning Directors, and other Municipal Staff

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Green Infrastructure in El Cerrito



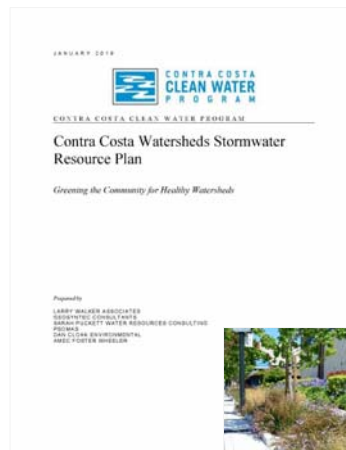
- ▶ El Cerrito City Hall and Public Safety Building (2008)
- ▶ San Pablo Avenue at Eureka Avenue and Madison Avenue (2010)
- ▶ Recycling + Environmental Resource Center (2012)
- ▶ El Cerrito Ohlone Greenway at Fairmount Avenue (2015)
- ▶ Moeser Lane and San Pablo Avenue (in progress)
- ▶ Seven other projects completed alongside development (MRP Provision C.3.b)

7

Project Identification and Prioritization

- ▶ Projects identified via stakeholder outreach and a geographic analysis as part of the Contra Costa Watersheds Storm Water Resource Plan
- ▶ Additional projects were identified using a field survey approach

Stormwater Resource Plan available at cccleanwater.org



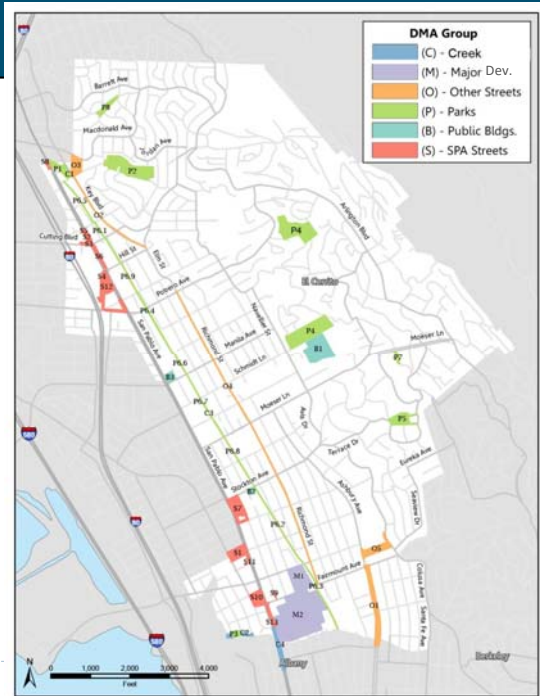
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8

Map of Potential Projects

- ▶ 43 identified projects
- ▶ 17 with concept designs
- ▶ Organized into six Project Groups:
 - ▶ Creek
 - ▶ Major Development
 - ▶ San Pablo Avenue Specific Plan Area Streets
 - ▶ Other Streets
 - ▶ Parks
 - ▶ Public Buildings

▶ 9



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Concept Design Example

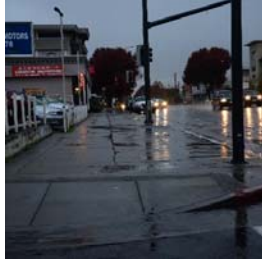
San Pablo Avenue Frontage at El Cerrito del Norte BART

- Bioretention facility within a landscaped bulb-out
- Location of the existing storm drain inlet
- Treat runoff from the northbound lanes of San Pablo Ave, Hill St and Cutting Blvd



▶ 10

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Policies for Implementation

- ▶ El Cerrito Stormwater Ordinance (ECMC 8.40)
 - ▶ References Countywide C.3 Guidebook, requiring stormwater capture and treatment for applicable projects
 - ▶ Allows developers to build in-lieu projects
- ▶ No missed opportunities
- ▶ Prioritize projects in the Green Infrastructure Plan

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Estimates of Cumulative Area Treated by 2040

Private Development Targets

Year	Cumulative Area Treated (Square Feet)
2020	820,648
2030	1,173,015
2040	1,388,805

Public Development Targets

Year	Cumulative Area Treated (Square Feet)
2020	159,116
2030	312,438
2040	2,353,474

Note: Area treated does not correlate to pollutant loads reduced, as that is based on the geographical distribution of pollutants.

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Photo: Rendering of San Pablo
Avenue Green Spine Project
Rendering by Urban Advantage

Challenges to Implementation

- ▶ Engineering Challenges and Constraints
- ▶ Funding Sources and Availability
- ▶ Costs of Construction
- ▶ Rates of Private (re)development
- ▶ Changing Stormwater Permit Requirements
- ▶ Operations and Maintenance Costs
- ▶ Geography of Pollutants

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CONSISTENCY WITH CITY POLICIES

- ▶ General Plan (1999)
- ▶ Climate Action Plan (2013)
- ▶ El Cerrito Strategic Plan (2013)
- ▶ San Pablo Avenue Specific Plan (2014)
- ▶ Urban Greening Plan (2015)
- ▶ Storm Drain Master Plan (2019*)



▶ 14

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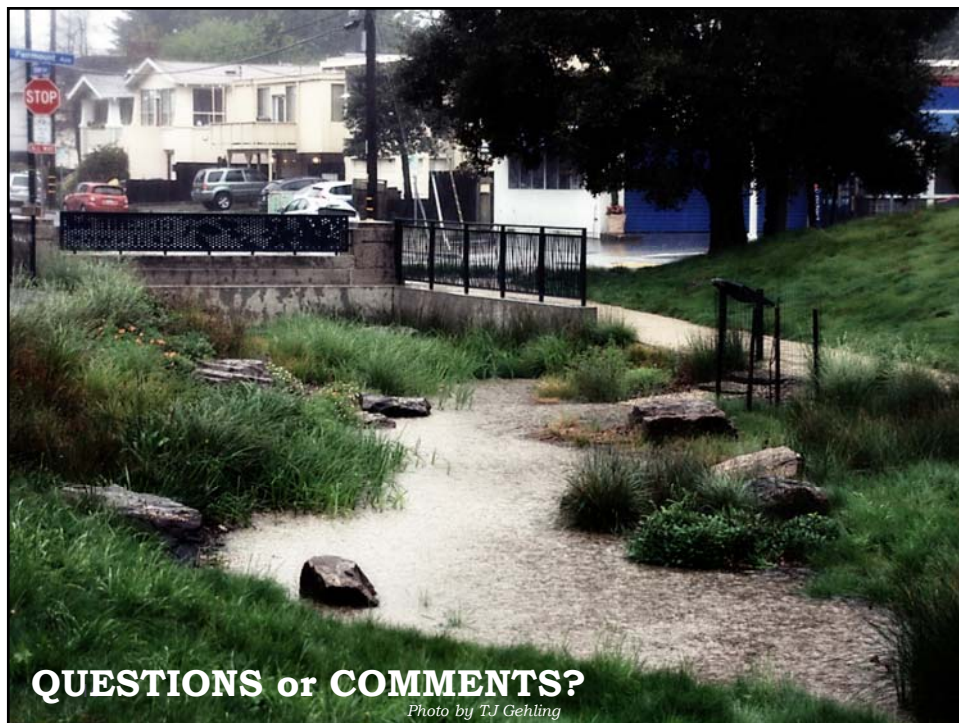
Resident Actions

- ▶ Build Rain Gardens
- ▶ Plant Trees
- ▶ Install Rain Collection Systems
- ▶ Use Permeable Pavements
- ▶ Help Maintain Creeks
- ▶ Volunteer at Cleanup Events
- ▶ Use Integrated Pest Management



▶ 15

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