



**TOWN OF MORAGA
TOWN COUNCIL**

WEDNESDAY, MAY 13, 2026

**Kerry Hillis, Mayor
Brian Dolan, Vice Mayor
Lisa Maglio, Councilmember
Graham Thiel, Councilmember
Steve Woehleke, Councilmember**

Executive Team

| | |
|--|--|
| Scott Mitnick, Town Manager | Denise Bazzano, Assistant Town Attorney |
| Katie Bruner, Admin. Services Director | Jon King, Police Chief |
| Sonia Urzua, Planning Director | Nate Levine, Public Works Director |
| Amy Heavener, Town Clerk | Mackenzie Brady, Parks & Recreation Director |

Town of Moraga Mission Statement

The Town of Moraga is dedicated to preserving our semi-rural character, conserving open spaces, providing exceptional municipal services, fostering safety and resiliency, providing opportunities for development, and creating a vibrant, innovative, and sustainable community for all.

AGENDA ACCESS: The meeting agenda is posted on the following notice board locations: 329 Rheem Blvd.; Moraga Library located at 1500 St. Marys Rd.; The Hacienda located at 2100 Donald Drive; and Online at: <https://www.moraga.ca.us/AgendaCenter>

VIEWING OPTIONS: The Moraga Town Council meeting is scheduled to take place on the 2nd and 4th Wednesday of each month. The meeting may be attended in person at 335 Rheem Blvd, Moraga, on Community Access Television (CATV) Comcast Channel 1076; or by viewing the Town's YouTube Live channel at: <https://www.youtube.com/@TownofMoraga335>

PUBLIC INPUT: To provide input to the Town Council please submit comments via the following email address: publiccomment@moraga.ca.us up to two hours prior to the start of the meeting. Written comment cards will also be available for submission at the meeting. Individuals addressing the Town Council are requested to state their name and community of residence for the record. If further assistance is needed, please email the Town Clerk at townclerk@moraga.ca.us or call (925) 888-7021.

It is the policy of the Town of Moraga that Councilmembers, Town employees and meeting participants are to be treated with respect and dignity. Actual or perceived discrimination and/or harassment of a Councilmember, Town employee or others on the basis of age, ancestry, color, disability, gender identity, marital status, medical condition, national origin, race, religious creed, sex or sexual orientation will not be tolerated.

CEQA STATEMENT: Unless stated otherwise on the agenda, every item on the agenda is exempt from CEQA Guidelines Sections 15060(C), 15061(B)(3), 15273, 15378, 15301, 15323 and/or Public Resources Code Section 21065.

NOTICE: If you challenge a Town's zoning, planning, or other decision in court, you may be limited to raising only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the Town Council at, or prior to, the public hearing. Judging review of any Town administrative decision may be had only if petition is filed with the court not later than the 90th day following the date upon which the decision becomes final. Judicial review of environment determination may be subject to a shorter time period for litigation, in certain cases 30 days following the date of final decision. The Town of Moraga will provide special assistance for disabled citizens upon at least 72 hours advance notice to the Town Manager's office (925- 888-7021). If sign assistance is needed or written material printed in a larger font or taped, advance notice is necessary. All meeting rooms are accessible to the disabled.



**TOWN OF MORAGA
TOWN COUNCIL**

**REGULAR MEETING
WEDNESDAY, MAY 13, 2026
5:30 PM**

TOWN COUNCIL CHAMBER
335 RHEEM BOULEVARD
MORAGA, CA

1. CALL TO ORDER

ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

3A. Proclamation - National Police Week (May 11 - May 17 2026)
[Attachment A - Proclamation - National Police Week](#)

3B. Proclamation - National Public Works Week (May 17 - May 23 2026)
[Attachment A - Proclamation - National Public Works Week](#)

3C. Proclamation - Jewish American Heritage Month
[Attachment A - Proclamation - Jewish American Heritage Month](#)

3D. Presentation - Moraga Community Foundation Donation Recognition

4. PUBLIC COMMUNICATION

Time reserved for those in the audience who wish to address the Town Council on items which are not on the agenda. The Council cannot discuss details or vote on items not on the agenda. Your concerns may be referred to the Town Manager for a brief comment or for further review. Note: Public input pertaining to a specific item on the agenda may be made during consideration of that item.

4A. General Public Comment Received
[Addendum - General Public Comment](#)

5. ADOPTION OF MEETING AGENDA

6. CONSENT CALENDAR

A. Consideration of Consent Items Removed for Discussion

B. Acceptance of Consent Items

- 6.1 Receive Accounts Payable Claims for: April 2, 2026 - April 30, 2026 (\$1,224,608.12).
[Staff Report](#)
[Attachment A - AP Report APR 2 2026 - APR 30 2026](#)
- 6.2 Approval of Meeting Minutes for the April 22, 2026 Special meeting and the April 22, 2026 Regular meeting of the Moraga Town Council.
[Staff Report](#)
[Attachment A - DRAFT Meeting Minutes - SPC Interviews - APR 22 2026](#)
[Attachment B - DRAFT - Meeting Minutes - REG - APR 22 2026](#)
- 6.3 Appoint candidate, Susan Wright to the Moraga Local Sales Tax Oversight Committee for a term of 3 years.
[Staff Report](#)
- 6.4 Adopt a Resolution approving the placement and installation of historical interpretive banners at Moraga Commons Park for a period of up to (3) years.
[Staff Report](#)
[Attachment A - Draft Resolution](#)
[Attachment B - Banner Rendering](#)
[Addendum - Additional Information from Staff](#)
- 6.5 Adopt a Resolution establishing the Fiscal Year (FY) 2026-27 list of streets to be funded by FY 2026-27 Road Maintenance and Rehabilitation Account Revenues per Senate Bill 1: The Road Repair and Accountability Act of 2017.
[Staff Report](#)
[Attachment A - Draft Resolution with Exhibit A](#)
[Attachment B - Local Streets-Roads Projected Revenues](#)

7. ANNOUNCEMENTS AND REPORTS ON ACTIVITIES

- A. Councilmember Reports on AB1234 Activities, Councilmember Announcements
- B. Town Manager

8. PUBLIC HEARING

- 8A. Hold a public hearing to receive a report on the Town's vacancies, recruitment, and retention efforts.
[Staff Report](#)
[Attachment A - Vacancy Data 2025](#)

9. DEPARTMENT REPORTS

- 9A Receive a presentation on potential participation in the Contra Costa County Regional Alternative Compliance (RAC) System Joint Powers Authority (JPA) and direct staff to return at a future meeting with formal participation documents for Town Council consideration.
[Staff Report](#)
[Attachment A - Draft Resolution with Exhibit A](#)
[Attachment B - RAC Summary Report](#)
[Attachment C - CCC RAC System Fact Sheet](#)

9B Adopt a resolution establishing a "Ceremonial Flag Display Policy" for Governmental and Ceremonial Flags at Town Facilities.

[Staff Report](#)

[Attachment A - Draft Resolution - Flag Display Policy](#)

[Exhibit A - Draft Flag Display Policy](#)

[Addendum - Public Comment Received](#)

9C Approve, by minute order, the Proposed 2026 Moraga Legislative Platform.

[Staff Report](#)

[Attachment A - Proposed Town of Moraga 2026 Legislative Platform](#)

[Attachment B - Lamorinda Legislative Coalition Framework](#)

10. COUNCILMEMBER REQUESTS FOR FUTURE AGENDA ITEMS

11. INFORMATIONAL ITEMS

12. TOWN MANAGER FOLLOW-UP AND ANNOUNCEMENTS

13. ADJOURNMENT

PROCLAMATION DECLARING

The Week of May 11 to 17, 2026 as National Police Week

WHEREAS, from the beginning of our Nation, law enforcement officers have played an important role in safeguarding the rights and freedoms which are guaranteed by the Constitution and in protecting the lives and property of our citizens; and

WHEREAS, the Town of Moraga formed the Moraga Police Department on December 17, 1979, which now has an authorized contingent of twelve officers, one reserve officer and two support personnel who serve the Town and its citizens; and

WHEREAS, the Moraga Town Council salutes the officers who do the difficult and dangerous work of safeguarding our community; and

WHEREAS, the Moraga Police Department is dedicated to protecting our residents and visitors with respect and dignity; and

WHEREAS, the residents and visitors of the Town of Moraga recognize the dangers of the law enforcement profession and understand the difficulties in performing the duties and responsibilities of a law enforcement officer; and

WHEREAS, while Officers are ever vigilant, 113 Police Officers died in the line of duty in 2025 amounting to over 27,000 line of duty deaths since the first death was recorded in 1786; and

THEREFORE, BE IT RESOLVED that I Kerry Hillis, Mayor of the Town of Moraga, along with my fellow Councilmembers, do hereby declare May 11th – May 17th 2026, as National Police Week. We encourage our residents and visitors to show support to law enforcement officers who devote themselves to delivering exceptional service in this community and in communities across our nation. And be it known, in honor of Peace Officers' Memorial Day, the flags of the United States and the State of California shall be displayed at half-staff in Moraga on Friday, May 15, 2026.

Kerry Hillis, Mayor
Town of Moraga

PROCLAMATION DECLARING

The Week of May 17 to 23, 2026 as National Public Works Week

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of Town of Moraga; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the Town of Moraga to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association.

THEREFORE BE IT RESOLVED that I, Kerry Hillis, Mayor of the Town of Moraga, along with my fellow Councilmembers, do hereby designate the week of May 17th – 23rd, 2026, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees, and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

Kerry Hillis, Mayor
Town of Moraga

PROCLAMATION DECLARING

The Month of May as Jewish American Heritage Month

WHEREAS, Jewish Americans have been an important part of the American story and have greatly contributed to all areas of American life and culture since our nation's earliest days; and

WHEREAS, on April 20, 2006, the Federal Government proclaimed May as Jewish American Heritage Month, stating, "As a nation of immigrants, the United States is better and stronger because Jewish people from all over the world have chosen to become American citizens," and, since then, proclamations in support of Jewish American Heritage Month have been made by Presidents of the United States; and

WHEREAS, generations of Jews have fled to the United States in search of a better life for themselves and their families, and these immigrants made invaluable contributions in support of equality and civil rights through their leadership and achievements; and

WHEREAS, Jewish Americans connect to their Jewish identity in a variety of ways, such as culturally, ethnically, religiously and by following Jewish ethics and values; and

WHEREAS, Jewish Americans are racially, ethnically, socially, politically and economically diverse, and around 25 percent of Bay Area Jewish households include a person of color, increasing to nearly 40 percent of households if the head of the household is younger than 35; and

WHEREAS, in 2025 nationwide antisemitic incidents – including physical attacks, vandalism, verbal, online and physical harassment – reached all-time highs according to ADL data, and JCRC found in 2024 that 42% of surveyed Bay Area Jews directly witnessed or experienced antisemitism that year; and

WHEREAS, as a result of violent antisemitic attacks, an American Jewish Committee study found that 91% of Jewish Americans feel less safe than they did a year ago, and according to a study from UC Davis, California families are experiencing significant increases in mental health symptoms of anxiety and depression as a result of antisemitism; and

WHEREAS, the Town of Moraga shares an obligation to condemn and combat antisemitism wherever it exists, to include Jewish Americans in all facets of civic life, and to stand with the Jewish American community against hatred or bigotry in our city and country; and

WHEREAS, there is a need for education and policies that are culturally competent when describing, discussing, or addressing the impacts of being Jewish in all aspects of American society, including discourse and policy; and

WHEREAS, we celebrate the rich and diverse heritage of the Jewish American community, including those who live, work and play in Moraga, and;

WHEREAS, we recognize Jewish American commitment to civic engagement and how Moraga has been enriched by local Jewish institutions and synagogues such as JCRC Bay Area.

THEREFORE, BE IT RESOLVED that the Town of Moraga hereby declares the month of May as Jewish American Heritage Month in appreciation of the achievements and contributions made by members of the Jewish community. The Moraga Town Council calls upon all residents to celebrate Jewish Americans who have woven the fabric of our country and community, and supports opportunities to learn more about Jewish American history and culture.

THEREFORE, BE IT FURTHER RESOLVED that Moraga will continue efforts to confront antisemitism and other forms of hate impacting the Jewish community, support local education about the diversity of our Jewish American community, and integrate Jewish American culture into future programs, activities, and ceremonies throughout the year.

Kerry Hillis, Mayor
Town of Moraga



TOWN OF MORAGA
REGULAR TOWN COUNCIL MEETING
May 13, 2026

Addendum(s) to Published Agenda

4: Public Communication

Update Includes:

- Public Communications received prior to the regular Town Council meeting.



Soccer field

From Bobbie Preston <barbarampreston@icloud.com>

Date Mon 5/11/2026 2:46 PM

To Public Comment <publiccomment@moraga.ca.us>

[You don't often get email from barbarampreston@icloud.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the contents is safe.

I would like to ask the Town Council to reconsider the plan to put a soccer field at Rancho Laguna Park. The ongoing issue of gopher holes would present a significant fall liability, and stray soccer balls will damage the Monarch Garden and present an injury hazard to children in/on the play structure.

Thank you

Bobbie Preston

Rossmoor Walnut Creek

925-330-2446

Barbarampreston@comcast.net



Statement made at Parks & Rec Commission meeting last night

From Lisa T. <lisalaw13@gmail.com>

Date Tue 5/12/2026 12:51 PM

To Public Comment <publiccomment@moraga.ca.us>; Town Clerk <townclerk@moraga.ca.us>

 2 attachments (120 KB)

Public Comment to P&R Commission (5-11-26).docx; Email to Town Council et re Rancho Laguna Park (5-5-26).pdf;

You don't often get email from lisalaw13@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the contents is safe.

Dear Moraga Town Clerk,

I attended last night's meeting of the Parks and Rec Commission and made the attached statement dated May 11, 2026. I am also attaching a copy of the email I sent to all of the Town Council members, et al. on May 5, 2026.

I request that under the Brown Act these letters be submitted as public comments and be included in the packet for tomorrow night's Town Council meeting.

Thank you,
Lisa Tucker

May 11, 2026

Comment to Moraga Parks & Rec Commission

Lisa Tucker, Esq

Moraga, CA

”Moraga’s parks, trails, and open spaces are at the heart of community life, offering places to hike, bike, play, gather, and enjoy the Town’s natural beauty.”

This is a quote from the Town’s park website page. The Parks & Rec logo itself is one of nature and open spaces. And I am here to question why you want to destroy it.

My name is Lisa Tucker, and I live next to Rancho Laguna Park (RLP) on the south side- in fact we share a property line. I am here to voice my concern over the Commission’s proposal to significantly alter the current uses of the park. RLP is currently a child’s playground, intermittent dog park, picnic spot, scouts camping site, senior exercise and meet up place, butterfly nature center and gateway to East Bay Regional Parks trails. The idea that you would install pickleball courts there and a stadium with turf, lighting and bleachers is perplexing at best- it’s truly disturbing to me and my neighbors and flies in the face of what Moraga is: a beautiful place to live in and to enjoy our natural surroundings.

Your proposed “improvements” will have a significant negative impact on the current users of the park, neighbors in all directions and the nature that abounds there. Pickleball is not only a very popular sport, but it’s also become a popular subject for lawsuits around the country brought by those who live near them. A quick search online will show you that there are at least 200 legal cases over excessive noise and traffic caused by the courts, and that number is growing. This number does not include complaints that have not yet reached the legal system. One need only look at the recent situation in Martinez, where the city lost over \$1.8 m and had to permanently condemn their courts due to complaints – no remedy was found (sound deadening materials, limited hours, ambassadors). Simply put, there is no way to mitigate the sound of pickleball play short of full enclosure. Moraga does not want to be another town who ran with an idea without heeding the advice and experiences of other cities who had the same thought about installing pickleball courts in residential areas.

I urge the Parks & Rec Commission, Ms. Brady and the Town Council to consider the potential loss of money and time that will result from making the proposed changes to RLP. The park neighbors are protected by CEQA and the Doctrine of Quiet Enjoyment and they will be used to keep RLP natural and open to all. Thank you.



Lisa T. <lisalaw13@gmail.com>

Objection to Pickleball Courts in Rancho Laguna Park

Lisa T. <lisalaw13@gmail.com>

Tue, May 5, 2026 at 9:13 AM

To: khillis@moraga.ca.us, bdolan@moraga.ca.us, swoehlke@moraga.ca.us, Imaglio@moraga.ca.us, gthiel@moraga.ca.us, mbrady@moraga.ca.us, Rob Pierson <piersonr@gmail.com>

Cc: [REDACTED]

Bcc: [REDACTED]

Dear Mayor, Town Council Members, and Park Staff/Committee Members,

I am writing to you as a neighbor of Rancho Laguna Park with regard to the proposal to install pickleball courts there. While I and all of the neighbors of the park are technically in unincorporated Contra Costa County and not within the town limits, we are all nonetheless critical stakeholders in the area and the park. Anything that occurs or is installed in the park impacts us.

In the last few years, significant changes have been made to the park: the butterfly garden, an ability playground, dog fencing (in which I played a role to have installed to prevent harm and Town liability) and overnight adventures for various groups. I enjoy living next to the park and understand that it is public land. However, the proposal to put in pickleball courts at the park is extremely concerning and crosses the line of the park's customary and neighbor-friendly uses given its location in a residential and nature-focused area.

Despite not receiving any notice of the May 1 Commons event concerning Moraga parks, I found out about it via Facebook and was able to attend. It was great to see so many people in attendance, but I am afraid that the "star" system you implemented to gauge interest will give you misleading results. As I was reviewing the Rancho Laguna Park display, I saw two people take their stars and apply multiple stars to the pickleball court option (at least 5 per person). Unfortunately, your display did not provide ways to object to any options other than write out Post It notes of which I saw many (including from children). Of the many notes I saw voicing concern about the pickleball courts, one stood out in particular: "You will never be able to mitigate the noise."

The noise from the courts will be impossible to contain. We live in a canyon-like area, where all sounds from the surrounding areas echo off of the hills and are amplified all along Camino Pablo. This is why pickleball courts and residential areas are not compatible as has been well documented, and specifically, as seen with the recent situation in Martinez. As you should know, pickleball courts were installed in a much larger park (already a sports facility with tennis courts) and then were permanently shut down due to the noise they created. Nothing they tried (and spent significant money on) was able to mitigate the noise. <https://www.nbcbayarea.com/news/local/pickleball-courts-martinez-shut-down/4054351/>

From the displays you presented, there are other locations for pickleball courts that could handle the constant noise and traffic they would generate. If Moraga is committed to pickleball, please consider other options, including the cost-saving and practical option of partnering with St. Mary's. Locating these courts in Rancho Laguna Park is a non-starter for me and the park neighbors, and we will do everything in our power to prevent that from happening.

Thank you in advance for taking a step back and reconsidering the placement of these courts in such an inappropriate and deleterious location. Rancho Laguna Park is such a singular gem, and it brings everyone who visits it, particularly children and seniors, the ability to access the beautiful nature that everyone in Moraga values. We need to preserve and protect it for current residents and future generations.

Lisa Tucker, Esq.



Fw: Proposed Parks Changes

From Amy Heavener <aheavener@moraga.ca.us>

Date Wed 5/13/2026 3:05 PM

To Amy Heavener <aheavener@moraga.ca.us>

From: M R Watts

Sent: Wednesday, May 13, 2026 11:46 AM

To: Town Clerk <townclerk@moraga.ca.us>

Subject: Proposed Parks Changes

You don't often get email from mrcuswatts@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the contents is safe.

I'm writing regarding certain proposed developments and changes to the Moraga parks.

The proposal specifically to eliminate or relocate the Rancho Laguna dog park, and replacing it with ANYTHING (eg. Sports fields/stadium, etc.) is misguided and NOT what the community wants.

At a minimum this decision should be made collectively by the community. The officers of the Town of Moraga and Parks and Recs are obligated to follow the will of the residents and if there is no intention of doing so (for instance I have not heard a single resident other than those involved in the proposed redevelopment request any changes to Rancho Laguna.) this is unacceptable.

Best regards



CONSENT CALENDAR: 6.1

Meeting Date: May 13, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers
From: Katie Bruner, Administrative Services Director
Subject: Receive Accounts Payable Claims for: April 2, 2026 - April 30, 2026 (\$1,224,608.12).

RECOMMENDATION

Receive Accounts Payable Claims for: April 2, 2026 - April 30, 2026 (\$1,224,608.12).

ATTACHMENTS

[Attachment A - AP Report APR 2 2026 - APR 30 2026](#)

Monthly Check Report

By Check Number

Date Range: 04/01/2026 - 04/30/2026



Town of Moraga

Signed by:

Katie Bruner

8C066257ADE040A...

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|------------------------------------|-------------------------------------|--------------|---|-----------------|----------------|--------|
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| Bank Code: AP Bank -AP Bank | | | | | | |
| 2287 | Agusto Ramos Mendoza | 04/02/2026 | Regular | 0.00 | 2,001.96 | 66259 |
| INV0000285 | Invoice | 04/01/2026 | E23-080 Deposit Refund | 0.00 | 2,001.96 | |
| 0073 | All City Management Services, Inc. | 04/02/2026 | Regular | 0.00 | 1,454.95 | 66260 |
| PS-INV104653 | Invoice | 03/31/2026 | School Crossing Guard Svcs: 2026.03.01-03.. | 0.00 | 1,454.95 | |
| 0180 | AT&T | 04/02/2026 | Regular | 0.00 | 33.14 | 66261 |
| 000024980011 | Invoice | 03/30/2026 | Fax: Hacienda 2100 Donald BAN 9391020... | 0.00 | 33.14 | |
| 0180 | AT&T | 04/02/2026 | Regular | 0.00 | 31.91 | 66262 |
| 000024980012 | Invoice | 03/30/2026 | Fax 329 Rheem BAN 9391020641 | 0.00 | 31.91 | |
| 0180 | AT&T | 04/02/2026 | Regular | 0.00 | 153.30 | 66263 |
| 000024979956 | Invoice | 03/30/2026 | Alarm Council Chambers 335 Rheem BAN ... | 0.00 | 153.30 | |
| 0180 | AT&T | 04/02/2026 | Regular | 0.00 | 31.92 | 66264 |
| 000024980719 | Invoice | 03/30/2026 | Emer. Phone: Town Hall 329 Rheem BAN ... | 0.00 | 31.92 | |
| 0180 | AT&T | 04/02/2026 | Regular | 0.00 | 192.04 | 66265 |
| 000024979955 | Invoice | 03/30/2026 | Fax Line BAN 9391019310 | 0.00 | 192.04 | |
| 0180 | AT&T | 04/02/2026 | Regular | 0.00 | 156.45 | 66266 |
| 000024980018 | Invoice | 03/30/2026 | AT&T BAN 9391020639 | 0.00 | 156.45 | |
| 0188 | Autohaus Moraga | 04/02/2026 | Regular | 0.00 | 305.34 | 66267 |
| 23748 | Invoice | 03/31/2026 | Veh Maint Oil and Tire Svc | 0.00 | 256.34 | |
| 23793 | Invoice | 03/31/2026 | Veh Maint Tire Svc | 0.00 | 49.00 | |
| 0255 | BLAISDELL & SOGNEY, INC. | 04/02/2026 | Regular | 0.00 | 130.58 | 66268 |
| 2020732-0 | Invoice | 03/30/2026 | Office Supplies | 0.00 | 130.58 | |
| 2286 | Brenda White | 04/02/2026 | Regular | 0.00 | 130.00 | 66269 |
| 102466605 | Invoice | 03/31/2026 | Program Refund | 0.00 | 130.00 | |
| 0305 | Burke, Williams & Sorensen | 04/02/2026 | Regular | 0.00 | 22,671.48 | 66270 |
| 362848 | Invoice | 03/31/2026 | P90-039 Legal Fees: 05655-0118 2026.02 | 0.00 | 900.12 | |
| 362849 | Invoice | 03/31/2026 | Legal Fees: Pers 05655-0111 2026.02 | 0.00 | 6,938.88 | |
| 362850 | Invoice | 03/31/2026 | Legal Fees: Gen 05655-0010 2026.02 | 0.00 | 13,350.48 | |
| 362851 | Invoice | 04/01/2026 | 25-401 Legal Fees: 05655-0136 2026.02 | 0.00 | 1,092.00 | |
| 362852 | Invoice | 03/31/2026 | Legal Fees: Lit 05655-0165 2026.02 | 0.00 | 109.20 | |
| 362853 | Invoice | 03/31/2026 | Legal Fees: Gen 05655-0168 2026.02 | 0.00 | 187.20 | |
| 362854 | Invoice | 04/01/2026 | 23-201 Legal Fees: 05655-0179 2026.02 | 0.00 | 93.60 | |
| 0445 | Cole Supply Company, LLC | 04/02/2026 | Regular | 0.00 | 1,182.22 | 66271 |
| 11447773 | Invoice | 03/31/2026 | Janitorial Supplies | 0.00 | 1,182.22 | |
| 0475 | Contra Costa County Sheriff-Coroner | 04/02/2026 | Regular | 0.00 | 450.36 | 66272 |
| CL 25/26 | Invoice | 03/31/2026 | CLETS Fiscal Year 25/26 Annual Fee | 0.00 | 450.36 | |
| 0511 | CSG Consultants, Inc. | 04/02/2026 | Regular | 0.00 | 210.00 | 66273 |
| 65300 | Invoice | 04/01/2026 | 21-207 Prof Svcs: 2026.01.31-02.27 | 0.00 | 210.00 | |
| 0632 | Donald Scully | 04/02/2026 | Regular | 0.00 | 429.85 | 66274 |
| INV0000275 | Invoice | 03/31/2026 | CPRS D3 Conf Reimbursement | 0.00 | 429.85 | |
| 0666 | East Bay Municipal Utility Dist. | 04/02/2026 | Regular | 0.00 | 53.70 | 66275 |
| 54515995165 20... | Invoice | 03/31/2026 | Water Svcs 213 Willowbrook #IRR Acct: 54... | 0.00 | 53.70 | |

Monthly Check Report

Date Range: 04/01/2026 - 04/30/2026

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|------------------------------|---|--------------|--|-----------------|----------------|--------|
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| 0673 | Ebne Mujadidi | 04/02/2026 | Regular | 0.00 | 2,149.04 | 66276 |
| 10766 | Invoice | 03/31/2026 | Veh Maint | 0.00 | 830.58 | |
| 12164 | Invoice | 03/31/2026 | Veh Maint | 0.00 | 1,318.46 | |
| 2289 | Economy Rooter and Plumbing | 04/02/2026 | Regular | 0.00 | 2,944.31 | 66277 |
| 22-39 | Invoice | 04/01/2026 | Deposit Refund | 0.00 | 2,944.31 | |
| 0746 | F.J. Kennedy and Associates | 04/02/2026 | Regular | 0.00 | 2,859.28 | 66278 |
| 26-031 | Invoice | 04/01/2026 | On-Call NPDES Stormwater Assistance 202... | 0.00 | 2,687.78 | |
| 26-032 | Invoice | 04/01/2026 | D25-020 Prof Svcs: 2026.02.02 | 0.00 | 171.50 | |
| 0747 | Fabiola Hernandez | 04/02/2026 | Regular | 0.00 | 159.00 | 66279 |
| INV0000184 | Invoice | 03/17/2026 | Training Reimbursement | 0.00 | 159.00 | |
| 0827 | Gopher Team | 04/02/2026 | Regular | 0.00 | 919.00 | 66280 |
| 865554 | Invoice | 03/31/2026 | Pest Control - Commons Park | 0.00 | 599.00 | |
| 865677 | Invoice | 03/31/2026 | Pest Control - Rancho Laguna Park | 0.00 | 320.00 | |
| 0914 | IITMATH LLC | 04/02/2026 | Regular | 0.00 | 2,126.25 | 66281 |
| INV0000277 | Invoice | 03/31/2026 | Winter/Spring 2026 Math Quest | 0.00 | 2,126.25 | |
| 1010 | Jennifer Runckel | 04/02/2026 | Regular | 0.00 | 2,196.00 | 66282 |
| INV0000273 | Invoice | 03/31/2026 | Winter Yoga | 0.00 | 2,196.00 | |
| 1072 | Jordan Gunn | 04/02/2026 | Regular | 0.00 | 2,803.20 | 66283 |
| INV0000274 | Invoice | 03/31/2026 | Karate Kids | 0.00 | 2,803.20 | |
| 1268 | Leave Your Mark PHXOR, LLC | 04/02/2026 | Regular | 0.00 | 151.00 | 66284 |
| 1547 | Invoice | 03/31/2026 | Commons Brick Plaques | 0.00 | 151.00 | |
| 1337 | Lynn C. McAuliffe | 04/02/2026 | Regular | 0.00 | 100.00 | 66285 |
| #3153 | Invoice | 03/31/2026 | Hacienda Nights Poster Design | 0.00 | 100.00 | |
| 2283 | Monk & Associates Inc | 04/02/2026 | Regular | 0.00 | 409.30 | 66286 |
| 2602054 | Invoice | 04/01/2026 | 23-201 Prof Svcs: 2026.02.01-03.09 | 0.00 | 409.30 | |
| 1514 | Moraga Baseball Association | 04/02/2026 | Regular | 0.00 | 944.40 | 66287 |
| INV0000282 | Invoice | 04/01/2026 | E26-010 Deposit Refund | 0.00 | 944.40 | |
| 1581 | Nichols Consulting Engineers, Chtd. | 04/02/2026 | Regular | 0.00 | 10,075.00 | 66288 |
| 1 | Invoice | 04/01/2026 | 23-201 Prof Svcs through 2026.03.06 | 0.00 | 10,075.00 | |
| 1604 | NorCal Rental Group, LLC | 04/02/2026 | Regular | 0.00 | 340.30 | 66289 |
| 6572372-0001 | Invoice | 03/31/2026 | Maint Supplies | 0.00 | 340.30 | |
| 2290 | Northern California City Human Resources Dire | 04/02/2026 | Regular | 0.00 | 275.00 | 66290 |
| 0257 | Invoice | 03/30/2026 | NorCal Spring Conference 2026 | 0.00 | 275.00 | |
| 1712 | PTS Communications Inc. | 04/02/2026 | Regular | 0.00 | 75.00 | 66291 |
| 2152612 | Invoice | 03/30/2026 | Pay Phone Chrg: Rancho Laguna 9259130... | 0.00 | 75.00 | |
| 1838 | Rui Ding | 04/02/2026 | Regular | 0.00 | 810.00 | 66292 |
| INV0000272 | Invoice | 03/31/2026 | Winter 2026 Tai Chi | 0.00 | 810.00 | |
| 1936 | Shred City | 04/02/2026 | Regular | 0.00 | 162.00 | 66293 |
| 1218032426 | Invoice | 03/31/2026 | Document Distruction | 0.00 | 162.00 | |
| 1945 | Silicon Connections, LLC | 04/02/2026 | Regular | 0.00 | 18,133.13 | 66294 |
| 480037 | Invoice | 02/18/2026 | Technology Replacement | 0.00 | 1,000.23 | |
| 480040 | Invoice | 02/18/2026 | IT Svcs: 2026.02 | 0.00 | 8,062.00 | |
| 496125 | Invoice | 02/18/2026 | IT Svcs: 2026.01 | 0.00 | 9,070.90 | |
| 1951 | Soccer Stars of Contra Costa County, LLC | 04/02/2026 | Regular | 0.00 | 3,588.00 | 66295 |
| 2517507 | Invoice | 03/31/2026 | Winter 2026 Trial Class | 0.00 | 3,588.00 | |
| 2045 | T-Mobile | 04/02/2026 | Regular | 0.00 | 40.72 | 66296 |

Monthly Check Report

Date Range: 04/01/2026 - 04/30/2026

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|-----------------------------------|--|--------------|--|-----------------|----------------|--------|
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| 973577418 2026... | Invoice | 03/31/2026 | Cell Phones: PD | 0.00 | 40.72 | |
| 2131 | Tyler Technologies, Inc | 04/02/2026 | Regular | 0.00 | 4,132.50 | 66297 |
| 025-546920 | Invoice | 03/30/2026 | Tyler ERP Pro Cloud Implementation | 0.00 | 4,132.50 | |
| 2145 | Valerie Knight | 04/02/2026 | Regular | 0.00 | 3,000.00 | 66298 |
| 4841 | Invoice | 03/31/2026 | Summer 2026 Activity Guide Design | 0.00 | 3,000.00 | |
| 2174 | Wallace Roberts & Todd INC | 04/02/2026 | Regular | 0.00 | 33,319.90 | 66299 |
| 0000006 | Invoice | 03/31/2026 | PROS Master Plan Prof Svcs through 2026.... | 0.00 | 15,290.75 | |
| 0000007 | Invoice | 03/31/2026 | PROS Master Plan Prof Svcs through 2026.... | 0.00 | 18,029.15 | |
| 2288 | Williams Plumbing | 04/02/2026 | Regular | 0.00 | 4,329.34 | 66300 |
| INV0000287 | Invoice | 04/01/2026 | Deposit Refund | 0.00 | 4,329.34 | |
| 2230 | Z Golf Food & Beverage Service, LLC | 04/02/2026 | Regular | 0.00 | 1,300.00 | 66301 |
| INV0000279 | Invoice | 03/31/2026 | Parking Lanes : Re- Paint | 0.00 | 1,300.00 | |
| 0335 | California State Disbursement Unit | 04/10/2026 | Regular | 0.00 | 410.76 | 66302 |
| INV0000322 | Invoice | 04/10/2026 | Child Support Payable | 0.00 | 410.76 | |
| 0004 | 1on1 Premier Sports Academy | 04/16/2026 | Regular | 0.00 | 3,292.80 | 66303 |
| INV0000332 | Invoice | 04/09/2026 | Premier After-School - Hoops | 0.00 | 3,292.80 | |
| 2293 | Absolute Plumbing | 04/16/2026 | Regular | 0.00 | 2,164.67 | 66304 |
| INV0000346 | Invoice | 04/13/2026 | E25-060 Deposit Refund | 0.00 | 2,164.67 | |
| 0049 | Agrarian CKL | 04/16/2026 | Regular | 0.00 | 3,600.00 | 66305 |
| INV0000333 | Invoice | 04/09/2026 | Global Grabs! | 0.00 | 3,600.00 | |
| 0073 | All City Management Services, Inc. | 04/16/2026 | Regular | 0.00 | 1,309.46 | 66306 |
| PS-INV105005 | Invoice | 04/13/2026 | School Crossing Guard Svcs: 2026.03.15-03.. | 0.00 | 1,309.46 | |
| 0180 | AT&T | 04/16/2026 | Regular | 0.00 | 31.91 | 66307 |
| 000025055976 | Invoice | 04/09/2026 | Sprinkler Alm Town Hall 329 Rheem BAN ... | 0.00 | 31.91 | |
| 0188 | Autohaus Moraga | 04/16/2026 | Regular | 0.00 | 259.34 | 66308 |
| 23899 | Invoice | 04/08/2026 | Veh Maint Oil and Tire Svc | 0.00 | 259.34 | |
| 0190 | Avenu MuniServices, LLC | 04/16/2026 | Regular | 0.00 | 804.99 | 66309 |
| INV06-022868 | Invoice | 04/14/2026 | Clearview/STARS Q4 2025 | 0.00 | 804.99 | |
| 0208 | Barry Miller | 04/16/2026 | Regular | 0.00 | 1,650.00 | 66310 |
| 2026-09 #29 | Invoice | 04/10/2026 | 20-501 Prof Svcs: 2026.03 | 0.00 | 1,650.00 | |
| 0380 | Central CC Sanitary District | 04/16/2026 | Regular | 0.00 | 5,192.54 | 66311 |
| 913004 | Invoice | 04/13/2026 | Annual Sewer Svc: FY2025 | 0.00 | 5,192.54 | |
| 0464 | Contra Costa Co. Auditor-Controller | 04/16/2026 | Regular | 0.00 | 5,496.46 | 66312 |
| INV0000366 | Invoice | 04/14/2026 | 2025-26 SLESF Allocation Overpayment | 0.00 | 5,496.46 | |
| 0473 | Contra Costa County Public Works Dept. | 04/16/2026 | Regular | 0.00 | 44,940.04 | 66313 |
| 709139 | Invoice | 04/13/2026 | Traffic Signal Maint: | 0.00 | 4,634.68 | |
| 709150 | Invoice | 04/13/2026 | Traffic Signal Maint: 2025.11 | 0.00 | 3,328.00 | |
| 709162 | Invoice | 04/13/2026 | Traffic Signal Maint: 2025.12 | 0.00 | 4,418.08 | |
| 709217 | Invoice | 04/13/2026 | Traffic Signal Maint: 2026.01 | 0.00 | 720.29 | |
| 709300 | Invoice | 04/13/2026 | Traffic Signal Maint: 2026.02 | 0.00 | 3,458.72 | |
| 709370 | Invoice | 04/13/2026 | Traffic Signal Special Projects: 2025.10-20... | 0.00 | 28,380.27 | |
| 0493 | County Treasurer | 04/16/2026 | Regular | 0.00 | 52,228.00 | 66314 |
| R26-002558 | Invoice | 04/13/2026 | FY26 Q4 Animal Control Svcs | 0.00 | 52,228.00 | |
| 2292 | Dash Medical Gloves LLC | 04/16/2026 | Regular | 0.00 | 205.74 | 66315 |
| INV1348123 | Invoice | 04/09/2026 | Medical Gloves | 0.00 | 205.74 | |
| 0666 | East Bay Municipal Utility Dist. | 04/16/2026 | Regular | 0.00 | 230.44 | 66316 |

Monthly Check Report

Date Range: 04/01/2026 - 04/30/2026

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|-----------------------------------|---|--------------|---|-----------------|----------------|--------|
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| 31830300001 20... | Invoice | 04/13/2026 | Water Svcs 1391 Moraga Rd Acct: 318303... | 0.00 | 230.44 | |
| 0666 | East Bay Municipal Utility Dist. | 04/16/2026 | Regular | 0.00 | 992.50 | 66317 |
| 28241200001 20... | Invoice | 04/13/2026 | Water Svcs Lib 1500 St Marys Acct: 28241... | 0.00 | 992.50 | |
| 0666 | East Bay Municipal Utility Dist. | 04/16/2026 | Regular | 0.00 | 4,089.87 | 66318 |
| 28260400001 20... | Invoice | 04/13/2026 | Water Svcs 1401 St Marys Rd Acct: 28260... | 0.00 | 4,089.87 | |
| 0673 | Ebne Mujadidi | 04/16/2026 | Regular | 0.00 | 499.56 | 66319 |
| 12268 | Invoice | 04/09/2026 | Tractor Maint | 0.00 | 499.56 | |
| 0746 | F.J. Kennedy and Associates | 04/16/2026 | Regular | 0.00 | 1,944.90 | 66320 |
| 25-174 | Invoice | 04/08/2026 | I25-005 Prof Svcs: 2025.09 | 0.00 | 1,650.90 | |
| 26-033 | Invoice | 04/08/2026 | Prof Svcs: 2026.02 | 0.00 | 294.00 | |
| 0747 | Fabiola Hernandez | 04/16/2026 | Regular | 0.00 | 159.11 | 66321 |
| INV0000330 | Invoice | 04/08/2026 | Training Reimbursement | 0.00 | 159.11 | |
| 0764 | Fiscal Unit - Office of the Sheriff - CCC | 04/16/2026 | Regular | 0.00 | 1,725.00 | 66322 |
| MOPD-2602 | Invoice | 04/08/2026 | Forensic Svcs: 2026.02 | 0.00 | 1,725.00 | |
| 0769 | FolgerGraphics, Inc. | 04/16/2026 | Regular | 0.00 | 4,751.61 | 66323 |
| 147016 | Invoice | 04/08/2026 | Recreation Guide Summer 2026 | 0.00 | 4,751.61 | |
| 0786 | G&K Petroleum, Inc. | 04/16/2026 | Regular | 0.00 | 2,491.45 | 66324 |
| INV0000336 | Invoice | 04/09/2026 | Fuel Purchases: 2026.03.16-04.06 | 0.00 | 2,491.45 | |
| 0827 | Gopher Team | 04/16/2026 | Regular | 0.00 | 320.00 | 66325 |
| 864669 | Invoice | 04/08/2026 | Pest Control - Rancho Laguna Park | 0.00 | 320.00 | |
| 0876 | Health Care Dental Trust | 04/16/2026 | Regular | 0.00 | 3,692.74 | 66326 |
| 357891 | Invoice | 04/09/2026 | Dental Insurance: 2026.05 | 0.00 | 3,692.74 | |
| 0900 | Horizon Distributors, Inc. | 04/16/2026 | Regular | 0.00 | 531.18 | 66327 |
| 1R359317 | Invoice | 04/09/2026 | Maint Supplies | 0.00 | 531.18 | |
| 0918 | Impec Group Inc. | 04/16/2026 | Regular | 0.00 | 4,239.04 | 66328 |
| 2603139 | Invoice | 04/09/2026 | Facility Janitorial Svc | 0.00 | 4,239.04 | |
| 1086 | Juan T. Lopez | 04/16/2026 | Regular | 0.00 | 7,719.75 | 66329 |
| 108 | Invoice | 04/08/2026 | Prof Svcs: 2026.02.23-04.02 | 0.00 | 7,719.75 | |
| 1172 | Keriann Armusewicz | 04/16/2026 | Regular | 0.00 | 2,016.00 | 66330 |
| INV0000338 | Invoice | 04/09/2026 | Intro to Sewing: Stitch & Create | 0.00 | 2,016.00 | |
| 1365 | Maria Inez Martinez | 04/16/2026 | Regular | 0.00 | 5,592.00 | 66331 |
| INV0000335 | Invoice | 04/09/2026 | Chair Yoga | 0.00 | 5,592.00 | |
| 1463 | Michael D. Dreyfuss | 04/16/2026 | Regular | 0.00 | 159.11 | 66332 |
| INV0000329 | Invoice | 04/08/2026 | Training Reimbursement | 0.00 | 159.11 | |
| 1501 | MNG PARTNERSHIP HOLDINGS LLC | 04/16/2026 | Regular | 0.00 | 723.45 | 66333 |
| 0001470717 | Invoice | 04/14/2026 | Legal Advertising | 0.00 | 723.45 | |
| 1553 | Municipal Pooling Authority | 04/16/2026 | Regular | 0.00 | 448.95 | 66334 |
| INV004958 | Invoice | 04/14/2026 | EAP 2026.04-2026.06 | 0.00 | 448.95 | |
| 1555 | Municipal Resource Group, LLC | 04/16/2026 | Regular | 0.00 | 2,475.00 | 66335 |
| 260172 | Invoice | 04/14/2026 | HR Consulting Prof Svcs: 2026.01 | 0.00 | 2,200.00 | |
| 260356 | Invoice | 04/14/2026 | Coaching Session 2026.02.06 | 0.00 | 275.00 | |
| 1573 | National Trench Safety, Inc | 04/16/2026 | Regular | 0.00 | 607.89 | 66336 |
| 1252325 | Invoice | 04/13/2026 | 23-201 Trench Plate Rental | 0.00 | 607.89 | |
| 1644 | Pang Yen Chou | 04/16/2026 | Regular | 0.00 | 4,368.00 | 66337 |
| INV0000331 | Invoice | 04/09/2026 | Brush Painting | 0.00 | 4,368.00 | |

Monthly Check Report

Date Range: 04/01/2026 - 04/30/2026

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|--|--|--|----------------------|---|--------|
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| 1669 517647 | Peace Officers Research Association of CA Invoice | 04/08/2026 | 04/16/2026 Regular Membership Dues: 2026.04 | 0.00 | 12.00 | 66338 |
| 1706 237465 238333 238601 | Pro Tow Co. Invoice Invoice Invoice | 04/08/2026 04/08/2026 04/08/2026 | 04/16/2026 Regular Vehicle Towing Vehicle Towing Vehicle Towing | 0.00 0.00 0.00 | 350.00 125.00 150.00 75.00 | 66339 |
| 1720 6200239 | Qualus Engineering CA, LLP Invoice | 04/13/2026 | 04/16/2026 Regular 23-108 Prof Svcs: 2025.10.20-12.31 | 0.00 | 832.50 | 66340 |
| 2294 INV0000353 | RH OAK INC Invoice | 04/13/2026 | 04/16/2026 Regular Deposit Refunds | 0.00 | 9,691.74 | 66341 |
| 1887 CA25007604 | SCA of CA, LLC Invoice | 04/13/2026 | 04/16/2026 Regular Town-wide Street Sweeping | 0.00 | 3,600.00 | 66342 |
| 1950 2026-0215 | SNG & Associates, Inc Invoice | 04/13/2026 | 04/16/2026 Regular Engineering Svcs: 2026.02 | 0.00 | 3,948.00 | 66343 |
| 2270 INV0000344 | Stars Holding CO LLC Invoice | 04/13/2026 | 04/16/2026 Regular Fuel Purchases: 2026.03 | 0.00 | 3,599.26 | 66344 |
| 1986 INV0000334 | Stefan Clemens Invoice | 04/09/2026 | 04/16/2026 Regular Double Scissors Soccer | 0.00 | 10,780.00 | 66345 |
| 2098 DB27698 DB28003 | Timothy Bowen Invoice Invoice | 04/09/2026 04/09/2026 | 04/16/2026 Regular STEM Discovery STEM Discovery | 0.00 0.00 | 7,215.95 5,238.80 1,977.15 | 66346 |
| 2045 201625790 2026... | T-Mobile Invoice | 04/13/2026 | 04/16/2026 Regular Monthly Cell Phone Acct: 201625790 | 0.00 | 691.90 | 66347 |
| 2117 25091 | Townsend Public Affairs, Inc Invoice | 04/08/2026 | 04/16/2026 Regular Lamorinda Legis Coalition - Consult Svcs: 2... | 0.00 | 1,500.00 | 66348 |
| 2123 811153-202603-1 | TransUnion Risk & Alternative Data Solutions, Ir Invoice | 04/08/2026 | 04/16/2026 Regular Police Search Engine Acct: 811153 | 0.00 | 100.00 | 66349 |
| 2131 025-547655 025-549242 025-549867 | Tyler Technologies, Inc Invoice Invoice Invoice | 04/09/2026 04/09/2026 04/14/2026 | 04/16/2026 Regular Tyler ERP Pro Cloud Implementation Tyler ERP Pro Cloud Implementation Tyler ERP Pro Cloud Implementation | 0.00 0.00 0.00 | 15,225.00 5,292.50 6,452.50 3,480.00 | 66350 |
| 2132 2026.01 JB CM 2026.01 JB DM 2026.01 RO DM | U.S. Bank Corporate Payment Systems Credit Memo Debit Memo Debit Memo | 04/15/2026 01/15/2026 01/15/2026 | 04/16/2026 Regular Credit Card Charges: 2026.01 Credit Card Charges: 2026.01 Credit Card Charges: 2026.01 | 0.00 0.00 0.00 | 76.15 -2,021.46 2,021.46 76.15 | 66351 |
| 2140 24517 | Universal Building Services Invoice | 04/09/2026 | 04/16/2026 Regular Maint Supplies | 0.00 | 578.30 | 66353 |
| 2288 INV0000351 | Williams Plumbing Invoice | 04/13/2026 | 04/16/2026 Regular E25-047 Deposit Refund | 0.00 | 2,164.67 | 66354 |
| 2217 INV0000349 | Yaron Shoshan Invoice | 04/13/2026 | 04/16/2026 Regular Landscape Maint: 2026.04 | 0.00 | 1,000.00 | 66355 |
| 2042 INV0000373 | Sylvia Wells Invoice | 04/17/2026 | 04/17/2026 Regular Tyler Connect 2026 Travel Reimbursement | 0.00 | 2,032.89 | 66356 |
| 0335 INV0000398 | California State Disbursement Unit Invoice | 04/24/2026 | 04/24/2026 Regular Child Support Payable | 0.00 | 410.76 | 66357 |

Monthly Check Report

Date Range: 04/01/2026 - 04/30/2026

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|------------------------------------|---|--------------|--|-----------------|----------------|------------|
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| 0579 | De Lage Landen Financial Services, Inc. | 04/02/2026 | Bank Draft | 0.00 | 409.90 | DFT0000260 |
| 596247344 | Invoice | 03/30/2026 | Copier Lease Town Hall Contract: 500-504... | 0.00 | 409.90 | |
| 0579 | De Lage Landen Financial Services, Inc. | 04/02/2026 | Bank Draft | 0.00 | 315.95 | DFT0000261 |
| 596247308 | Invoice | 03/30/2026 | Plotter Lease Contract: 500-50421959 | 0.00 | 315.95 | |
| 1632 | Pacific Gas & Electric | 04/02/2026 | Bank Draft | 0.00 | 15,158.50 | DFT0000262 |
| 0190988489-0 2... | Invoice | 03/30/2026 | Electricity: Bundled Street | 0.00 | 15,158.50 | |
| 2247 | Flex Technology Group LLC | 04/02/2026 | Bank Draft | 0.00 | 89.84 | DFT0000263 |
| 4612114-CAL | Invoice | 03/30/2026 | Copy Chrgs: Planning Contract CN31120-01 | 0.00 | 89.84 | |
| 2247 | Flex Technology Group LLC | 04/02/2026 | Bank Draft | 0.00 | 310.06 | DFT0000264 |
| 4611475-CAL | Invoice | 03/30/2026 | Copy Charges: Town Hall 329 Rheem Cont.... | 0.00 | 310.06 | |
| 2247 | Flex Technology Group LLC | 04/02/2026 | Bank Draft | 0.00 | 175.23 | DFT0000265 |
| 4610662-CAL | Invoice | 03/30/2026 | Copy Chrg: PW Contract CN31791-01 | 0.00 | 175.23 | |
| 2247 | Flex Technology Group LLC | 04/02/2026 | Bank Draft | 0.00 | 77.84 | DFT0000266 |
| 4611474-CAL | Invoice | 03/30/2026 | Copy Chrgs: P&R Contract CN31119-01 | 0.00 | 77.84 | |
| 1632 | Pacific Gas & Electric | 04/02/2026 | Bank Draft | 0.00 | 179.04 | DFT0000267 |
| 675757343-5 20... | Invoice | 03/30/2026 | Electricity: St/Sig | 0.00 | 179.04 | |
| 1632 | Pacific Gas & Electric | 04/02/2026 | Bank Draft | 0.00 | 23.77 | DFT0000268 |
| 6905501381-2 2... | Invoice | 03/30/2026 | Electricity: St/Sig | 0.00 | 23.77 | |
| 1632 | Pacific Gas & Electric | 04/02/2026 | Bank Draft | 0.00 | 2,416.49 | DFT0000269 |
| 8749324693-5 2... | Invoice | 03/30/2026 | Electricity: Hacienda 2100 Donald | 0.00 | 2,416.49 | |
| 1945 | Silicon Connections, LLC | 04/02/2026 | Bank Draft | 0.00 | 9,151.00 | DFT0000270 |
| 480047 | Invoice | 03/30/2026 | IT Svcs: 2026.03 | 0.00 | 9,151.00 | |
| 0579 | De Lage Landen Financial Services, Inc. | 04/02/2026 | Bank Draft | 0.00 | 234.41 | DFT0000271 |
| 596247347 | Invoice | 03/30/2026 | De Lage Landon 500-50407083 | 0.00 | 234.41 | |
| 0210 | BASIC Benefits LLC | 04/02/2026 | Bank Draft | 0.00 | 75.00 | DFT0000272 |
| IN3707870 | Invoice | 03/30/2026 | Bundled CDA Svcs Client ID 4622-9602-02... | 0.00 | 75.00 | |
| 2266 | Comcast Holdings Corporation | 04/02/2026 | Bank Draft | 0.00 | 137.58 | DFT0000274 |
| 8155 40 005 031... | Invoice | 03/30/2026 | Internet Svcs: Electronic Street Sign | 0.00 | 137.58 | |
| 2266 | Comcast Holdings Corporation | 04/02/2026 | Bank Draft | 0.00 | 386.10 | DFT0000275 |
| 8155 40 005 021... | Invoice | 03/30/2026 | Internet/Phone: Council Chambers 335 Rh... | 0.00 | 386.10 | |
| 0746 | F.J. Kennedy and Associates | 04/01/2026 | Bank Draft | 0.00 | 196.00 | DFT0000277 |
| 25-230 DM | Debit Memo | 04/01/2026 | D25-025 Prof Svcs: 2025.12 Project Correct.. | 0.00 | 196.00 | |
| 2019 | Suburban Propane-1645 | 04/02/2026 | Bank Draft | 0.00 | 100.00 | DFT0000278 |
| INV0000284 | Invoice | 04/01/2026 | Propane for PD Generator 1645-002486 | 0.00 | 100.00 | |
| 2242 | Mission Square Retirement Trust 457 | 04/10/2026 | Bank Draft | 0.00 | 846.94 | DFT0000279 |
| INV0000298 | Invoice | 04/10/2026 | 401A Employer Contribution | 0.00 | 846.94 | |
| 2242 | Mission Square Retirement Trust 457 | 04/10/2026 | Bank Draft | 0.00 | 3,112.17 | DFT0000280 |
| INV0000299 | Invoice | 04/10/2026 | 401A Employee Contribution | 0.00 | 3,112.17 | |
| 2242 | Mission Square Retirement Trust 457 | 04/10/2026 | Bank Draft | 0.00 | 1,693.83 | DFT0000281 |
| INV0000300 | Invoice | 04/10/2026 | Employee 457 Contribution | 0.00 | 1,693.83 | |
| 0210 | BASIC Benefits LLC | 04/10/2026 | Bank Draft | 0.00 | 865.38 | DFT0000282 |
| INV0000301 | Invoice | 04/10/2026 | DCAP Employee Contribution | 0.00 | 865.38 | |
| 2242 | Mission Square Retirement Trust 457 | 04/10/2026 | Bank Draft | 0.00 | 12,606.21 | DFT0000283 |
| INV0000302 | Invoice | 04/10/2026 | 457 Employee Contribution | 0.00 | 12,606.21 | |
| 0210 | BASIC Benefits LLC | 04/10/2026 | Bank Draft | 0.00 | 1,019.89 | DFT0000284 |

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| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|----------------------------|-------------------------------------|--------------|---|-----------------|----------------|------------|
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| INV0000303 | Invoice | 04/10/2026 | FSA Employee Contribution | 0.00 | 1,019.89 | |
| 0338 | CalPERS | 04/10/2026 | 04/10/2026 Bank Draft | 0.00 | 4,784.64 | DFT0000285 |
| INV0000304 | Invoice | 04/10/2026 | Misc Classic Employee Contribution | 0.00 | 4,784.64 | |
| 0338 | CalPERS | 04/10/2026 | 04/10/2026 Bank Draft | 0.00 | 3,453.63 | DFT0000286 |
| INV0000305 | Invoice | 04/10/2026 | Misc Classic Employer Contribution | 0.00 | 3,453.63 | |
| 0338 | CalPERS | 04/10/2026 | 04/10/2026 Bank Draft | 0.00 | 7.44 | DFT0000287 |
| INV0000306 | Invoice | 04/10/2026 | Misc Classic PERS Survivor Benefits Emplo... | 0.00 | 7.44 | |
| 0338 | CalPERS | 04/10/2026 | 04/10/2026 Bank Draft | 0.00 | 86.62 | DFT0000288 |
| INV0000307 | Invoice | 04/10/2026 | Misc Classic PERS Service Credit | 0.00 | 86.62 | |
| 0338 | CalPERS | 04/10/2026 | 04/10/2026 Bank Draft | 0.00 | 6,972.97 | DFT0000289 |
| INV0000308 | Invoice | 04/10/2026 | Misc PEPRA Employee Contribution | 0.00 | 6,972.97 | |
| 0338 | CalPERS | 04/10/2026 | 04/10/2026 Bank Draft | 0.00 | 7,161.91 | DFT0000290 |
| INV0000309 | Invoice | 04/10/2026 | Misc PEPRA Employer Contribution | 0.00 | 7,161.91 | |
| 0338 | CalPERS | 04/10/2026 | 04/10/2026 Bank Draft | 0.00 | 16.74 | DFT0000291 |
| INV0000310 | Invoice | 04/10/2026 | Misc PEPRA PERS Survivor Benefits Emplo... | 0.00 | 16.74 | |
| 0338 | CalPERS | 04/10/2026 | 04/10/2026 Bank Draft | 0.00 | 110.60 | DFT0000292 |
| INV0000311 | Invoice | 04/10/2026 | Misc PEPRA PERS Service Credit | 0.00 | 110.60 | |
| 2243 | Moraga Police Managers Association | 04/10/2026 | 04/10/2026 Bank Draft | 0.00 | 70.00 | DFT0000293 |
| INV0000312 | Invoice | 04/10/2026 | MPMA Dues | 0.00 | 70.00 | |
| 1531 | Moraga Police Officers Assn | 04/10/2026 | 04/10/2026 Bank Draft | 0.00 | 350.00 | DFT0000294 |
| INV0000313 | Invoice | 04/10/2026 | MPOA Dues | 0.00 | 350.00 | |
| 2242 | Mission Square Retirement Trust 457 | 04/10/2026 | 04/10/2026 Bank Draft | 0.00 | 200.00 | DFT0000295 |
| INV0000314 | Invoice | 04/10/2026 | ROTH IRA Employee Contribution | 0.00 | 200.00 | |
| 2242 | Mission Square Retirement Trust 457 | 04/10/2026 | 04/10/2026 Bank Draft | 0.00 | 2,838.30 | DFT0000296 |
| INV0000315 | Invoice | 04/10/2026 | ROTH 457 Employee Contribution | 0.00 | 2,838.30 | |
| 0338 | CalPERS | 04/10/2026 | 04/10/2026 Bank Draft | 0.00 | 6,153.55 | DFT0000297 |
| INV0000316 | Invoice | 04/10/2026 | Safety Classic Employee Contribution | 0.00 | 6,153.55 | |
| 0338 | CalPERS | 04/10/2026 | 04/10/2026 Bank Draft | 0.00 | 7,644.60 | DFT0000298 |
| INV0000317 | Invoice | 04/10/2026 | Safety Classic Employer Contribution | 0.00 | 7,644.60 | |
| 0338 | CalPERS | 04/10/2026 | 04/10/2026 Bank Draft | 0.00 | 6.51 | DFT0000299 |
| INV0000318 | Invoice | 04/10/2026 | Safety Classic PERS Survivor Benefits Empl... | 0.00 | 6.51 | |
| 0338 | CalPERS | 04/10/2026 | 04/10/2026 Bank Draft | 0.00 | 4,530.87 | DFT0000300 |
| INV0000319 | Invoice | 04/10/2026 | Safety PEPRA Employee Contribution | 0.00 | 4,530.87 | |
| 0338 | CalPERS | 04/10/2026 | 04/10/2026 Bank Draft | 0.00 | 4,609.96 | DFT0000301 |
| INV0000320 | Invoice | 04/10/2026 | Safety PEPRA Employer Contribution | 0.00 | 4,609.96 | |
| 0338 | CalPERS | 04/10/2026 | 04/10/2026 Bank Draft | 0.00 | 4.65 | DFT0000302 |
| INV0000321 | Invoice | 04/10/2026 | Safety PEPRA PERS Survivor Benefits Empl... | 0.00 | 4.65 | |
| 2241 | IRS | 04/10/2026 | 04/10/2026 Bank Draft | 0.00 | 6,725.64 | DFT0000303 |
| INV0000323 | Invoice | 04/10/2026 | Medicare taxes | 0.00 | 6,725.64 | |
| 2241 | IRS | 04/10/2026 | 04/10/2026 Bank Draft | 0.00 | 28,268.44 | DFT0000304 |
| INV0000324 | Invoice | 04/10/2026 | Federal taxes withheld | 0.00 | 28,268.44 | |
| 2240 | Employment Development Department | 04/10/2026 | 04/10/2026 Bank Draft | 0.00 | 11,400.38 | DFT0000305 |
| INV0000325 | Invoice | 04/10/2026 | State Tax Payable | 0.00 | 11,400.38 | |
| 2241 | IRS | 04/10/2026 | 04/10/2026 Bank Draft | 0.00 | 339.88 | DFT0000306 |

Monthly Check Report

Date Range: 04/01/2026 - 04/30/2026

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|------------------------------------|--|--------------|---|-----------------|----------------|------------|
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| INV0000326 | Invoice | 04/10/2026 | Social Security tax | 0.00 | 339.88 | |
| 2246 | ODP Business Solutions LLC | 04/16/2026 | Bank Draft | 0.00 | 90.62 | DFT0000307 |
| 461768134001 | Invoice | 04/08/2026 | Office Supplies | 0.00 | 90.62 | |
| 2291 | Kaizen Laboratories Inc. | 04/16/2026 | Bank Draft | 0.00 | 130.17 | DFT0000308 |
| 3143 | Invoice | 04/08/2026 | Kaizen Transaction Fee: | 0.00 | 130.17 | |
| 2157 | Verizon Wireless | 04/16/2026 | Bank Draft | 0.00 | 240.06 | DFT0000309 |
| 6139953092 | Invoice | 04/09/2026 | PD Data Cards Acct: 471243537-00005 | 0.00 | 240.06 | |
| 0579 | De Lage Landen Financial Services, Inc. | 04/16/2026 | Bank Draft | 0.00 | 371.80 | DFT0000310 |
| 596409112 | Invoice | 04/09/2026 | Copier Lease: PL Contract 500-50407071 | 0.00 | 371.80 | |
| 0579 | De Lage Landen Financial Services, Inc. | 04/16/2026 | Bank Draft | 0.00 | 137.01 | DFT0000311 |
| 596408880 | Invoice | 04/09/2026 | Copier Lease: PW Contract: 500-50470361 | 0.00 | 137.01 | |
| 2133 | U.S. Bank Equipment Finance | 04/16/2026 | Bank Draft | 0.00 | 244.54 | DFT0000312 |
| 578942773 | Invoice | 04/09/2026 | Copier Lease PD Contract: 500-0670316-0... | 0.00 | 244.54 | |
| 0200 | Balco Holdings, Inc. | 04/16/2026 | Bank Draft | 0.00 | 443.85 | DFT0000313 |
| 22870009 | Invoice | 04/09/2026 | Access Control System: Town Hall 329 Rhe... | 0.00 | 443.85 | |
| 0200 | Balco Holdings, Inc. | 04/16/2026 | Bank Draft | 0.00 | 105.50 | DFT0000314 |
| 22873867 | Invoice | 04/09/2026 | Sec. Alm Monit. Svcs: Council Chambers 3... | 0.00 | 105.50 | |
| 0200 | Balco Holdings, Inc. | 04/16/2026 | Bank Draft | 0.00 | 289.48 | DFT0000315 |
| 22887457 | Invoice | 04/09/2026 | Mon Fee Fire Council Chambers 335 Rheem | 0.00 | 289.48 | |
| 0200 | Balco Holdings, Inc. | 04/16/2026 | Bank Draft | 0.00 | 385.55 | DFT0000316 |
| 22910381 | Invoice | 04/09/2026 | Monitoring Fee Fire: Library 1500 St Marys | 0.00 | 385.55 | |
| 0200 | Balco Holdings, Inc. | 04/16/2026 | Bank Draft | 0.00 | 114.00 | DFT0000317 |
| 22913745 | Invoice | 04/09/2026 | Mon. Fee Fire: Hacienda 2100 Donald | 0.00 | 114.00 | |
| 0319 | California Choice Benefit Administrators | 04/16/2026 | Bank Draft | 0.00 | 57,447.56 | DFT0000318 |
| 5093319 | Invoice | 04/09/2026 | Medical Insurance: 2026.05 | 0.00 | 57,447.56 | |
| 2266 | Comcast Holdings Corporation | 04/16/2026 | Bank Draft | 0.00 | 632.23 | DFT0000319 |
| 8155 40 005 019... | Invoice | 04/09/2026 | Internet Svcs: 329 Rheem Acct 8155 40 00... | 0.00 | 632.23 | |
| 2157 | Verizon Wireless | 04/16/2026 | Bank Draft | 0.00 | 114.71 | DFT0000320 |
| 6139953091 | Invoice | 04/13/2026 | PD/Code Enforcement Cell Phones 47124... | 0.00 | 114.71 | |
| 2246 | ODP Business Solutions LLC | 04/16/2026 | Bank Draft | 0.00 | 73.36 | DFT0000321 |
| 463880719001 | Invoice | 04/13/2026 | Office Supplies | 0.00 | 73.36 | |
| 1632 | Pacific Gas & Electric | 04/16/2026 | Bank Draft | 0.00 | 168.73 | DFT0000322 |
| 9622927397-2 2... | Invoice | 04/14/2026 | Electricity: Parks | 0.00 | 168.73 | |
| 1632 | Pacific Gas & Electric | 04/16/2026 | Bank Draft | 0.00 | 91.46 | DFT0000323 |
| 5255041609-4 2... | Invoice | 04/14/2026 | Electricity Hacienda Pavilion 2100 Donald | 0.00 | 91.46 | |
| 1632 | Pacific Gas & Electric | 04/16/2026 | Bank Draft | 0.00 | 601.67 | DFT0000324 |
| 8367275694-3 2... | Invoice | 04/14/2026 | Electricity: Council Chambers 335 Rheem | 0.00 | 601.67 | |
| 1632 | Pacific Gas & Electric | 04/16/2026 | Bank Draft | 0.00 | 2,712.41 | DFT0000325 |
| 0751460593-5 2... | Invoice | 04/14/2026 | Electric Library 1500 St Marys | 0.00 | 2,712.41 | |
| 1632 | Pacific Gas & Electric | 04/16/2026 | Bank Draft | 0.00 | 52.94 | DFT0000326 |
| 8650812145-5 2... | Invoice | 04/14/2026 | Electricity: Hacienda Casita 2100 Donald | 0.00 | 52.94 | |
| 1632 | Pacific Gas & Electric | 04/16/2026 | Bank Draft | 0.00 | 107.43 | DFT0000327 |
| 7234145569-8 2... | Invoice | 04/14/2026 | Electricity: Hacienda LaSala 2100 Donald | 0.00 | 107.43 | |
| 2204 | Wilmington Trust, N.A. | 04/15/2026 | Bank Draft | 0.00 | 470,250.00 | DFT0000328 |

Monthly Check Report

Date Range: 04/01/2026 - 04/30/2026

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|----------------------------------|---|--------------|--|-----------------|----------------|------------|
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| INV0000365 | Invoice | 04/14/2026 | 2023 Certificates of Participation Payment | 0.00 | 470,250.00 | |
| 0322 | California Dept of Tax and Fee Administration | 04/15/2026 | Bank Draft | 0.00 | 1,526.00 | DFT0000329 |
| 227-185056 2026. | Invoice | 04/15/2026 | Sales and Use Tax: 2026-Q1 | 0.00 | 1,526.00 | |
| 2132 | U.S. Bank Corporate Payment Systems | 04/17/2026 | Bank Draft | 0.00 | 17,477.33 | DFT0000341 |
| 2026.04 | Invoice | 04/17/2026 | Credit Card Payment: 2026.04 | 0.00 | 17,477.33 | |
| 2242 | Mission Square Retirement Trust 457 | 04/24/2026 | Bank Draft | 0.00 | 846.94 | DFT0000354 |
| INV0000374 | Invoice | 04/24/2026 | 401A Employer Contribution | 0.00 | 846.94 | |
| 2242 | Mission Square Retirement Trust 457 | 04/24/2026 | Bank Draft | 0.00 | 3,112.17 | DFT0000355 |
| INV0000375 | Invoice | 04/24/2026 | 401A Employee Contribution | 0.00 | 3,112.17 | |
| 2242 | Mission Square Retirement Trust 457 | 04/24/2026 | Bank Draft | 0.00 | 1,706.91 | DFT0000356 |
| INV0000376 | Invoice | 04/24/2026 | Employee 457 Contribution | 0.00 | 1,706.91 | |
| 0210 | BASIC Benefits LLC | 04/24/2026 | Bank Draft | 0.00 | 865.38 | DFT0000357 |
| INV0000377 | Invoice | 04/24/2026 | DCAP Employee Contribution | 0.00 | 865.38 | |
| 2242 | Mission Square Retirement Trust 457 | 04/24/2026 | Bank Draft | 0.00 | 8,906.21 | DFT0000358 |
| INV0000378 | Invoice | 04/24/2026 | 457 Employee Contribution | 0.00 | 8,906.21 | |
| 0210 | BASIC Benefits LLC | 04/24/2026 | Bank Draft | 0.00 | 1,019.89 | DFT0000359 |
| INV0000379 | Invoice | 04/24/2026 | FSA Employee Contribution | 0.00 | 1,019.89 | |
| 0338 | CalPERS | 04/24/2026 | Bank Draft | 0.00 | 4,784.64 | DFT0000360 |
| INV0000380 | Invoice | 04/24/2026 | Misc Classic Employee Contribution | 0.00 | 4,784.64 | |
| 0338 | CalPERS | 04/24/2026 | Bank Draft | 0.00 | 3,453.63 | DFT0000361 |
| INV0000381 | Invoice | 04/24/2026 | Misc Classic Employer Contribution | 0.00 | 3,453.63 | |
| 0338 | CalPERS | 04/24/2026 | Bank Draft | 0.00 | 7.44 | DFT0000362 |
| INV0000382 | Invoice | 04/24/2026 | Misc Classic PERS Survivor Benefits Emplo... | 0.00 | 7.44 | |
| 0338 | CalPERS | 04/24/2026 | Bank Draft | 0.00 | 86.62 | DFT0000363 |
| INV0000383 | Invoice | 04/24/2026 | Misc Classic PERS Service Credit | 0.00 | 86.62 | |
| 0338 | CalPERS | 04/24/2026 | Bank Draft | 0.00 | 7,012.12 | DFT0000364 |
| INV0000384 | Invoice | 04/24/2026 | Misc PEPRA Employee Contribution | 0.00 | 7,012.12 | |
| 0338 | CalPERS | 04/24/2026 | Bank Draft | 0.00 | 7,202.11 | DFT0000365 |
| INV0000385 | Invoice | 04/24/2026 | Misc PEPRA Employer Contribution | 0.00 | 7,202.11 | |
| 0338 | CalPERS | 04/24/2026 | Bank Draft | 0.00 | 16.74 | DFT0000366 |
| INV0000386 | Invoice | 04/24/2026 | Misc PEPRA PERS Survivor Benefits Emplo... | 0.00 | 16.74 | |
| 0338 | CalPERS | 04/24/2026 | Bank Draft | 0.00 | 110.60 | DFT0000367 |
| INV0000387 | Invoice | 04/24/2026 | Misc PEPRA PERS Service Credit | 0.00 | 110.60 | |
| 2243 | Moraga Police Managers Association | 04/24/2026 | Bank Draft | 0.00 | 70.00 | DFT0000368 |
| INV0000388 | Invoice | 04/24/2026 | MPMA Dues | 0.00 | 70.00 | |
| 1531 | Moraga Police Officers Assn | 04/24/2026 | Bank Draft | 0.00 | 350.00 | DFT0000369 |
| INV0000389 | Invoice | 04/24/2026 | MPOA Dues | 0.00 | 350.00 | |
| 2242 | Mission Square Retirement Trust 457 | 04/24/2026 | Bank Draft | 0.00 | 200.00 | DFT0000370 |
| INV0000390 | Invoice | 04/24/2026 | ROTH IRA Employee Contribution | 0.00 | 200.00 | |
| 2242 | Mission Square Retirement Trust 457 | 04/24/2026 | Bank Draft | 0.00 | 2,838.30 | DFT0000371 |
| INV0000391 | Invoice | 04/24/2026 | ROTH 457 Employee Contribution | 0.00 | 2,838.30 | |
| 0338 | CalPERS | 04/24/2026 | Bank Draft | 0.00 | 6,160.54 | DFT0000372 |
| INV0000392 | Invoice | 04/24/2026 | Safety Classic Employee Contribution | 0.00 | 6,160.54 | |
| 0338 | CalPERS | 04/24/2026 | Bank Draft | 0.00 | 7,653.29 | DFT0000373 |

Monthly Check Report

Date Range: 04/01/2026 - 04/30/2026

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|------------------------------------|---|--------------|---|-----------------|----------------|------------|
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| INV0000393 | Invoice | 04/24/2026 | Safety Classic Employer Contribution | 0.00 | 7,653.29 | |
| 0338 | CalPERS | | 04/24/2026 Bank Draft | 0.00 | 6.51 | DFT0000374 |
| INV0000394 | Invoice | 04/24/2026 | Safety Classic PERS Survivor Benefits Empl... | 0.00 | 6.51 | |
| 0338 | CalPERS | | 04/24/2026 Bank Draft | 0.00 | 4,530.87 | DFT0000375 |
| INV0000395 | Invoice | 04/24/2026 | Safety PEPPRA Employee Contribution | 0.00 | 4,530.87 | |
| 0338 | CalPERS | | 04/24/2026 Bank Draft | 0.00 | 4,609.96 | DFT0000376 |
| INV0000396 | Invoice | 04/24/2026 | Safety PEPPRA Employer Contribution | 0.00 | 4,609.96 | |
| 0338 | CalPERS | | 04/24/2026 Bank Draft | 0.00 | 4.65 | DFT0000377 |
| INV0000397 | Invoice | 04/24/2026 | Safety PEPPRA PERS Survivor Benefits Empl... | 0.00 | 4.65 | |
| 2241 | IRS | | 04/24/2026 Bank Draft | 0.00 | 6,702.82 | DFT0000378 |
| INV0000399 | Invoice | 04/24/2026 | Medicare taxes | 0.00 | 6,702.82 | |
| 2241 | IRS | | 04/24/2026 Bank Draft | 0.00 | 28,738.79 | DFT0000379 |
| INV0000400 | Invoice | 04/24/2026 | Federal taxes withheld | 0.00 | 28,738.79 | |
| 2240 | Employment Development Department | | 04/24/2026 Bank Draft | 0.00 | 11,657.53 | DFT0000380 |
| INV0000401 | Invoice | 04/24/2026 | State Tax Payable | 0.00 | 11,657.53 | |
| 2241 | IRS | | 04/24/2026 Bank Draft | 0.00 | 360.34 | DFT0000381 |
| INV0000402 | Invoice | 04/24/2026 | Social Security tax | 0.00 | 360.34 | |
| 2246 | ODP Business Solutions LLC | | 04/30/2026 Bank Draft | 0.00 | 55.88 | DFT0000390 |
| 467243341001 | Invoice | 04/30/2026 | Office Supplies | 0.00 | 55.88 | |
| 2246 | ODP Business Solutions LLC | | 04/30/2026 Bank Draft | 0.00 | 2.95 | DFT0000392 |
| 461768134003 | Invoice | 04/30/2026 | Office Supplies | 0.00 | 2.95 | |
| 0579 | De Lage Landen Financial Services, Inc. | | 04/30/2026 Bank Draft | 0.00 | 234.41 | DFT0000395 |
| 596650959 | Invoice | 04/30/2026 | De Lage Landon 500-50407083 | 0.00 | 234.41 | |
| 0579 | De Lage Landen Financial Services, Inc. | | 04/30/2026 Bank Draft | 0.00 | 409.90 | DFT0000397 |
| 596651039 | Invoice | 04/30/2026 | Copier Lease Town Hall Contract: 500-504... | 0.00 | 409.90 | |
| 0579 | De Lage Landen Financial Services, Inc. | | 04/30/2026 Bank Draft | 0.00 | 315.95 | DFT0000399 |
| 596650999 | Invoice | 04/30/2026 | Plotter Lease Contract: 500-50421959 | 0.00 | 315.95 | |
| 2247 | Flex Technology Group LLC | | 04/30/2026 Bank Draft | 0.00 | 122.11 | DFT0000401 |
| 4634491-CAL | Invoice | 04/30/2026 | Flex CN31791-01 | 0.00 | 122.11 | |
| 2247 | Flex Technology Group LLC | | 04/30/2026 Bank Draft | 0.00 | 79.84 | DFT0000403 |
| 4636517-CAL | Invoice | 04/30/2026 | Flex CN31120-01 | 0.00 | 79.84 | |
| 2247 | Flex Technology Group LLC | | 04/30/2026 Bank Draft | 0.00 | 118.62 | DFT0000404 |
| 4635416-CAL | Invoice | 04/30/2026 | Flex CN31119-01 | 0.00 | 118.62 | |
| 2247 | Flex Technology Group LLC | | 04/30/2026 Bank Draft | 0.00 | 345.62 | DFT0000405 |
| 4635417-CAL | Invoice | 04/30/2026 | Flex CN31118-01 | 0.00 | 345.62 | |
| 1945 | Silicon Connections, LLC | | 04/30/2026 Bank Draft | 0.00 | 9,673.00 | DFT0000406 |
| 480052 | Invoice | 04/30/2026 | IT Svcs: 2026.04 | 0.00 | 9,673.00 | |
| 2141 | Unum Life Insurance Co. | | 04/30/2026 Bank Draft | 0.00 | 3,957.81 | DFT0000408 |
| 0425163-001 20... | Invoice | 04/30/2026 | Disability Insurance: 2026.05 | 0.00 | 3,957.81 | |
| 2266 | Comcast Holdings Corporation | | 04/30/2026 Bank Draft | 0.00 | 385.98 | DFT0000410 |
| 8155 40 005 021... | Invoice | 04/30/2026 | Comcast 8155 40 005 0218278 | 0.00 | 385.98 | |
| 2266 | Comcast Holdings Corporation | | 04/30/2026 Bank Draft | 0.00 | 137.58 | DFT0000411 |
| 8155 40 005 031... | Invoice | 04/30/2026 | Comcast 8155 40 005 0319803 | 0.00 | 137.58 | |
| 0338 | CalPERS | | 04/30/2026 Bank Draft | 0.00 | 1,285.56 | DFT0000415 |

Monthly Check Report

Date Range: 04/01/2026 - 04/30/2026

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|-----------------------------------|-----------------------------------|--------------|--|-----------------|----------------|------------|
| Payable # | Payable Type | Post Date | Payable Description | Discount Amount | Payable Amount | |
| 100000018273959 | Invoice | 04/30/2026 | 2026 Replacement Benefit Contrib | 0.00 | 1,285.56 | |
| 0210 | BASIC Benefits LLC | 04/30/2026 | 04/30/2026 Bank Draft | 0.00 | 76.50 | DFT0000417 |
| IN3731058 | Invoice | 04/30/2026 | Bundled CDA Svcs Client ID 4622-9602-02... | 0.00 | 76.50 | |
| 2301 | Next Move Network Inc | 04/30/2026 | 04/30/2026 Bank Draft | 0.00 | 880.40 | DFT0000419 |
| 1028 | Invoice | 04/30/2026 | Community Challenge Winter 2026 | 0.00 | 880.40 | |
| 0015 | Aaron Christensmith | 04/30/2026 | 04/30/2026 Bank Draft | 0.00 | 1,525.00 | DFT0000421 |
| 851 | Invoice | 04/30/2026 | Annual Backflow Testing | 0.00 | 1,525.00 | |
| 0827 | Gopher Team | 04/30/2026 | 04/30/2026 Bank Draft | 0.00 | 599.00 | DFT0000427 |
| 866777 | Invoice | 04/30/2026 | Commons Gopher Abatement | 0.00 | 599.00 | |
| 0827 | Gopher Team | 04/30/2026 | 04/30/2026 Bank Draft | 0.00 | 320.00 | DFT0000429 |
| 866883 | Invoice | 04/30/2026 | Rancho Gopher Abatement | 0.00 | 320.00 | |
| 1632 | Pacific Gas & Electric | 04/30/2026 | 04/30/2026 Bank Draft | 0.00 | 5,451.25 | DFT0000432 |
| 6504888173-7 2... | Invoice | 04/30/2026 | Electricity: Town Hall 329 Rheem | 0.00 | 5,451.25 | |
| 1765 | Republic Services, Inc. | 04/30/2026 | 04/30/2026 Bank Draft | 0.00 | 66.90 | DFT0000434 |
| 0210-014621061 | Invoice | 04/30/2026 | Overage Charge | 0.00 | 66.90 | |
| 1632 | Pacific Gas & Electric | 04/30/2026 | 04/30/2026 Bank Draft | 0.00 | 2,383.66 | DFT0000436 |
| 8749324693-5 2... | Invoice | 04/30/2026 | PGE 8749324693-5 | 0.00 | 2,383.66 | |
| 1632 | Pacific Gas & Electric | 04/30/2026 | 04/23/2026 Bank Draft | 0.00 | 3,500.00 | DFT0000438 |
| 0008506620-7 | Invoice | 04/30/2026 | 23-411 Moraga and Canyon Rd | 0.00 | 3,500.00 | |
| 1632 | Pacific Gas & Electric | 04/30/2026 | 04/30/2026 Bank Draft | 0.00 | 119.89 | DFT0000440 |
| 3675757343-5 2... | Invoice | 04/30/2026 | Electricity: St/Sig 3675757343-5 | 0.00 | 119.89 | |
| 1632 | Pacific Gas & Electric | 04/30/2026 | 04/30/2026 Bank Draft | 0.00 | 14,740.79 | DFT0000443 |
| 0190988489-0 2... | Invoice | 04/30/2026 | Electricity: Bundled Street 0190988489-0 | 0.00 | 14,740.79 | |
| 1632 | Pacific Gas & Electric | 04/30/2026 | 04/30/2026 Bank Draft | 0.00 | 2,605.66 | DFT0000445 |
| 1463449238-4 2... | Invoice | 04/30/2026 | Electricity 1463449238-4 | 0.00 | 2,605.66 | |
| 1632 | Pacific Gas & Electric | 04/30/2026 | 04/30/2026 Bank Draft | 0.00 | 21.59 | DFT0000447 |
| 6905501381-2 2... | Invoice | 04/30/2026 | Electricity: St/Sig 6905501381-2 | 0.00 | 21.59 | |
| 1632 | Pacific Gas & Electric | 04/30/2026 | 04/30/2026 Bank Draft | 0.00 | 196.85 | DFT0000453 |
| 6440793656-2 2... | Invoice | 04/30/2026 | Electricity: Streets/Signals 6440793656-2 | 0.00 | 196.85 | |
| 1947 | Small Business Benefit Plan Trust | 04/17/2026 | 04/17/2026 Bank Draft | 0.00 | 719.30 | DFT0000478 |
| 109256-0 2026.05 | Invoice | 04/30/2026 | Vision Insurance: 2026.05 | 0.00 | 719.30 | |

Bank Code AP Bank Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|----------------|---------------|---------------|-------------|---------------------|
| Regular Checks | 125 | 98 | 0.00 | 362,134.25 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 126 | 126 | 0.00 | 862,473.87 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 251 | 224 | 0.00 | 1,224,608.12 |

All Bank Codes Check Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|----------------|---------------|---------------|-------------|---------------------|
| Regular Checks | 125 | 98 | 0.00 | 362,134.25 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 126 | 126 | 0.00 | 862,473.87 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | 251 | 224 | 0.00 | 1,224,608.12 |

Fund Summary

| Fund | Name | Period | Amount |
|------|-------------|--------|---------------------|
| 999 | Pooled Cash | 4/2026 | 1,224,608.12 |
| | | | 1,224,608.12 |



Meeting Date: May 13, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Amy Heavener, Town Clerk

Subject: Approval of Meeting Minutes for the April 22, 2026 Special meeting and the April 22, 2026 Regular meeting of the Moraga Town Council.

RECOMMENDATION

Approval of Meeting Minutes for the April 22, 2026 Special meeting and the April 22, 2026 Regular meeting of the Moraga Town Council.

ATTACHMENTS

[Attachment A - DRAFT Meeting Minutes - SPC Interviews - APR 22 2026](#)

[Attachment B - DRAFT - Meeting Minutes - REG - APR 22 2026](#)



**TOWN OF MORAGA
TOWN COUNCIL**

**SPECIAL MEETING – CLOSED SESSION
WEDNESDAY, APRIL 22, 2026**

**MINUTES
5:00 PM**

The following are minutes of the actions taken by the Town of Moraga Town Council.

TOWN HALL - 329 RHEEM BLVD
PEAR CONFERENCE ROOM
MORAGA, CA

1. CALL TO ORDER

The special meeting was called to order at **4:00 PM** by Mayor, Kerry Hillis.

ROLL CALL

Councilmembers Present: Mayor Kerry Hillis, Vice Mayor Brian Dolan
Councilmembers Steve Woehleke, Lisa Maglio,
Graham Thiel

Councilmembers Absent: None.

Staff Present: Town Manager, Scott Mitnick

2. PUBLIC COMMUNICATION

There were no public comments.

3. SPECIAL MEETING – OPEN SESSION

3A. Interview and consider one applicant for the Local Sales Tax Oversight Committee (LSTOC).

ACTION:

There were no reportable actions.

4. ADJOURNMENT

Mayor Hillis adjourned the Town Council Special Closed Session Meeting at **5:14 PM**.

Respectfully submitted by:

Amy Heavener, CMC
Town Clerk

Approved by the Town Council:

Kerry Hillis, Mayor



**TOWN OF MORAGA
TOWN COUNCIL
REGULAR MEETING**

WEDNESDAY, APRIL 22, 2026

**DRAFT
MINUTES**

5:30 PM

The following are minutes of the actions taken by the Town of Moraga Town Council. A full video recording of the meeting is available on the Town's website at:

<https://livestream.com/moraga>

TOWN COUNCIL CHAMBER
335 RHEEM BOULEVARD
MORAGA, CA

1. CALL TO ORDER

The regular meeting was called to order at **5:30 PM** by Mayor, Kerry Hillis.

ROLL CALL

Councilmembers Present: Mayor Kerry Hillis, Vice Mayor Brian Dolan
Councilmembers Lisa Maglio, Graham Thiel, Steve Woehleke

Councilmembers Absent: None

Staff Present: Town Manager, Scott Mitnick; Asst Town Attorney, Denise Bazzano;
Town Clerk, Amy Heavener; Administrative Services Director, Katie Bruner; Interim Public Works Director, Nate Levine, Planning Director, Sonia Urzua

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

3A. Proclamation - Autism Acceptance and Neurodiversity Celebration Month

Councilmembers read the proclamation aloud.

Sabira Williams, Program Director from The Social Connection received the Proclamation.

Councilmembers provided their comments.

3B. Proclamation - National Library Week April 2026

Councilmembers read the proclamation aloud.

Amenda Kung, Contra Costa County Library Commissioner received the Proclamation.

Councilmembers provided their comments.

3C. Library Commission Update

Library Commissioner, Amenda Kung gave a presentation.

There were no public comments.

4. PUBLIC COMMUNICATION

There were no public comments.

5. ADOPTION OF MEETING AGENDA

ACTION:

Motion: **Woehleke** / Second: **Dolan**

The meeting agenda was adopted as presented.

Vote: (5-0)

There were no public comments.

6. CONSENT CALENDAR

A. Consideration of Consent Items Removed for Discussion

Mayor Hillis pulled Consent Calendar **Item 6.3** for clarification and discussion.

Interim Public Works Director, Nate Levine provided clarifying information.

There were no public comments on Consent Calendar Item 6.3.

Councilmembers provided final comments.

ACTION:

Motion: **Hillis** / Second: **Thiel**

Consent Calendar **Item 6.3** was approved as presented.

Vote: (5-0)

B. Acceptance of Consent Items

ACTION:

Motion: **Hillis** / Second: **Maglio**

Approved Consent Calendar **Items 6.1, 6.2 and 6.4** as presented.

Vote: (5-0)

There were no public comments.

6.1 Approval of Meeting Minutes for the April 08, 2026 Special, Closed Session and the April 08, 2026 Regular meetings of the Moraga Town Council.

6.2 Approve, by minute order, the Revised 2026 Town Council Meeting calendar,

cancelling, and rescheduling meetings as necessary, and direct staff to schedule special meetings where needed.

6.3 Adopt a Resolution:

1. Authorizing the Town Manager to execute a construction change order to the A3 Pipeline contract for the 2023 Annual Storm Drain Repairs Project (CIP 21-205) in the amount of \$158,000 for a total contract amount of \$921,565.50;
2. Authorizing an increase in the contingency in the amount of \$7,900 (5%) for a total project contingency amount of \$275,148.00;
3. Authorizing a funding transfer of \$220,000 from the Moraga Road Roadway and Drainage Project (CIP 21-207) to the 2023 Annual Storm Drain Repairs Project (CIP 21-205); and
4. Finding the additional work is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21000, et seq., and the CEQA Guidelines (14 Cal. Code Regs. 15000 et. seq.) as this project is categorically exempt pursuant to 14 Cal. Code Regs. 15301 (Class 1 – Existing Facilities) and 14 Cal. Code Regs. 15303 (Class 3 – New Construction of Small Structures).

- 6.4 Adopt a resolution initiating proceedings to levy District assessments for Fiscal Year (FY) 2026-27 and ordering the preparation and filing of the annual Engineer's Report for "Assessment District No. 1979-1, Town of Moraga Street Lighting" ("District").

7. ANNOUNCEMENTS AND REPORTS ON ACTIVITIES

A. Councilmember Reports on AB1234 Activities, Councilmember Announcements

| | |
|-------------------------------|--|
| <u>Councilmember Woehleke</u> | Participated in the stakeholder engagement meeting, alongside SMC students pertaining to home hardening. Represented the town at the Chamber of Commerce Non-Profit and Business of the Year Award Ceremonies at The Hacienda where Supervisor Candace Andersen was in attendance. |
| <u>Councilmember Maglio</u> | No reports. |
| <u>Councilmember Thiel</u> | Attended the April 16, 2026 MCE Board Meeting. |
| <u>Vice Mayor Dolan</u> | Served on the Ad Hoc subcommittee alongside Councilmember Maglio pertaining to the Moraga Town Manager's review. |
| <u>Mayor Hillis</u> | Attended the County Connections Board of Directors meeting and attended Moraga Liaison meeting. At the liaison meeting, Mayor Hillis learned that the Chamber of Commerce is sponsoring an Art Walk on May 3 rd . Mayor Hillis provided several updates regarding activities at the Hacienda and announced the library book sale scheduled on April 27 th . The Mayor wished everyone a Happy Earth Day! |

B. Town Manager

Town Manager Mitnick

Clarified that the Local Sales Tax Oversight Committee appointment will appear as a Staff Report at the next Town Council meeting.

8. PUBLIC HEARING

None.

9. DEPARTMENT REPORTS

9A. Consider Town Facilities Flag Display Policy options and provide direction to staff with respect to preferred policy option.

Town Manager Mitnick presented the item.

Councilmembers asked clarifying questions.

Sheri Sweeney, Chris Bragg, Wendell Baker and Bree Sanchez provided public comments.

Councilmembers provided final comments and deliberation.

NO ACTION:

Council directed staff to draft a Resolution regarding the implementation of a flag policy to include flag placement options.

9B. Adopt a resolution to approve the third amendment to the employment agreement between the Town of Moraga and Town Manager Scott Mitnick.

Ad Hoc Committee members, Vice Mayor Dolan and Councilmember Maglio presented the item.

There was no public comment.

Councilmembers provided final comments and deliberation.

ACTION:

Motion: **Woehleke** / Second: **Dolan**

Approved Item 9B as presented.

Vote: (5-0)

10. COUNCILMEMBER REQUESTS FOR FUTURE AGENDA ITEMS

None.

11. INFORMATIONAL ITEMS

None.

12. TOWN MANAGER FOLLOW-UP AND ANNOUNCEMENTS

Town Manager Mitnick reminded Council staff would bring back the following items: LSTOC Appointment and Draft Resolution regarding the flag policy for the Town of Moraga. Town Manager Mitnick also mentioned the library book sale which is scheduled to take place on April 27, 2026.

Announcements: SMC will be playing Cal in the West Coast semi final rugby match; 5/13 is the next Town Council meeting; Lamorinda Tri Cities meeting will occur on July 16, 2026 at SMC.

13. ADJOURNMENT

Mayor Hillis adjourned the Town Council Regular meeting at **7:03 PM**.

Respectfully submitted by:

Amy Heavener, CMC
Town Clerk

Approved by the Town Council:

Kerry Hillis, Mayor

DRAFT



Meeting Date: May 13, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Amy Heavener, Town Clerk

Subject: Local Sales Tax Oversight Committee Appointment

RECOMMENDATION

Appoint candidate, Susan Wright to the Moraga Local Sales Tax Oversight Committee for a term of 3 years.

BACKGROUND

The Town has three open seats for the Local Sales Tax Oversight Committee. The Town received one application and is recommending Council appoint Susan Wright to one open seat on the Local Sales Tax Oversight Committee.

DISCUSSION

Per the Town's Board, Committee and Commission Interview and Appointment Policy, the Town Council conducted an interview and considered the application during a Special meeting on April 22, 2026.

The following individual was interviewed:

| Candidate | Committee/Commission | Length of Term |
|------------------|-------------------------------------|-----------------------|
| Susan Wright | Local Sales Tax Oversight Committee | 3 years |

Staff will continue recruitment for two remaining open positions on the Local Sales Tax Oversight Committee and for an unscheduled vacancy on the Art in Public Spaces Committee.

At this time, staff is requesting that Town Council appoint Susan Wright to the Local Sales Tax Committee for the term identified above.

FISCAL IMPACT

This is a volunteer position. There are no direct costs associated with this appointment.

CEQA COMPLIANCE

Appointing commission and committee members is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21000, et seq. and the CEQA Guidelines (14 Cal. Code Regs. 15000 et. seq.), including without limitation, Public Resources Code section 21065 and California Code of Regulations 15378 as this is not a "project" that may cause a direct, or reasonably foreseeable indirect, physical change in the environment.

ALTERNATIVES

1. Do not appoint a committee member and keep the seat open; or
2. Provide alternate direction to staff.

NEXT STEPS

Upon appointment, staff will inform the applicant of the outcome. The term for the appointed committee member will commence immediately upon Council's decision.



Meeting Date: May 13, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Mackenzie Brady, Parks and Recreation Director

Subject: Approval of Historical Interpretive Banner Installation at Moraga Commons Park

RECOMMENDATION

Adopt a Resolution approving the placement and installation of historical interpretive banners at Moraga Commons Park for a period of up to (3) years.

BACKGROUND

In November 2015, the Town Council established the Art in Public Spaces Committee (APSC) to promote and advance public art within the Moraga community. Concurrently, the Town Council adopted the Art in Public Spaces Policy and established the Art in Public Spaces Fund. The APSC continues to support projects that enhance community spaces while reflecting Moraga's history and identity.

The Rotary Club of Moraga approached the Town with a proposal to incorporate a historical mural at the Moraga Commons Bandshell. In response, staff requested assistance from the Art in Public Spaces Committee to explore appropriate and feasible ways to integrate historical storytelling into the Commons in a manner consistent with the Town's public art framework.

At the same time, the Lafayette Moraga History Trail Project was underway, highlighting key historical moments and locations along the shared regional corridor. The proposed banner installation complements this broader effort by bringing similar historical interpretation into a central and highly visible community space.

DISCUSSION

Through collaboration between the Rotary Club of Moraga, the Art in Public Spaces Committee, the Moraga Historical Society, and staff, the concept evolved from a single mural into a series of five (5) historical banners to be installed at Moraga Commons Park. The Moraga Historical Society played a key role in identifying and sourcing appropriate archival

images for the project.

The installation will include four (4) “then and now” banners, featuring archival photographs paired with contemporary images of the same locations, as well as one (1) banner that highlights a historical image only. This approach creates a visual storytelling experience that connects Moraga’s past to its present while remaining flexible and non-permanent in nature.

The banner installation serves as a nod to the Lafayette Moraga History Trail Project by extending the theme of historical interpretation into Moraga Commons, one of the Town’s primary gathering spaces. The banners will highlight Moraga’s evolution over time, celebrating its heritage while enhancing the park experience for residents and visitors of all ages.

Moraga Commons was identified as an ideal location due to its centrality, high visibility, and role as a hub for community events. Staff coordinated closely with the Moraga Park Foundation to ensure the banner installation would not conflict with existing programming, including the popular summer concert series held at the Bandshell.

The banners are intended to serve as a temporary installation with an anticipated lifespan of up to three (3) years based on typical outdoor banner material performance and environmental exposure conditions. Staff will monitor banner condition over time and replace or remove banners as needed if materials become worn or faded. Utilizing banners rather than a painted mural also provides flexibility to refresh, rotate, or update historical content in the future without permanent modifications to the Bandshell structure. Any future banner concepts or installations would be subject to review and approval by the Town Council.

The proposed banner designs were reviewed and approved by the Art in Public Spaces Committee on April 21, 2026, and are scheduled to be presented to the Parks and Recreation Commission on May 11, 2026 for review and approval. Pending approval, staff anticipates completing installation prior to the Town’s July 4th celebration.

While the installation utilizes banner materials and hardware, the proposed project is not intended to function as temporary promotional or event signage regulated under the Town’s Temporary Banner Policy. Rather, the banners are proposed as a semi-permanent historical and interpretive public art installation associated with Moraga Commons and the Town’s broader public art and historical interpretation efforts.

The project is being funded by the Rotary Club of Moraga. Upon approval, staff will coordinate final fabrication and installation of the banners, ensuring consistency with Town standards and consideration of long-term maintenance needs.

FISCAL IMPACT

The total project cost for design, fabrication, and delivery of the banners is \$766, including tax and freight. Project costs are being funded by the Rotary Club of Moraga.

Installation is expected to be completed using a combination of vendor services and staff support, with any minor staff time accommodated within existing operating budgets.

Ongoing maintenance costs are anticipated to be minimal and will be incorporated into existing park maintenance activities.

CEQA COMPLIANCE

Approval of the placement and installation of the historical interpretive banners is not subject to review under the California Environmental Quality Act (Public Resources Code Section 21000 et seq. and CEQA Guidelines, 14 Cal. Code Regs. §§ 15000 et seq.), including without limitation Section 15378, as this action does not constitute a “project” that may cause a direct or reasonably foreseeable indirect physical change in the environment.

ALTERNATIVES

1. Do not adopt the proposed Resolution and decline the banner placement; or
2. Request additional information and direct staff to return with further details or alternative options.

NEXT STEPS

Upon adoption of the Resolution, staff will work with the banner vendor on fabrication and coordinate installation of the banners at Moraga Commons.

ATTACHMENTS

[Attachment A - Draft Resolution](#)

[Attachment B - Banner Rendering](#)

[Addendum - Additional Information from Staff](#)

**TOWN OF MORAGA
TOWN COUNCIL**

RESOLUTION NO. xx-2026

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MORAGA
APPROVING THE PLACEMENT OF HISTORICAL INTERPRETIVE BANNERS AT
MORAGA COMMONS PARK**

WHEREAS, in November 2015, the Town Council established the Art in Public Spaces Committee (“APSC”) to promote and advance public art within the Moraga community;

WHEREAS, the Rotary Club of Moraga approached the Town regarding incorporation of historical interpretive elements at Moraga Commons Park;

WHEREAS, staff worked collaboratively with the Art in Public Spaces Committee, the Moraga Historical Society, and other community stakeholders to develop a historical banner installation concept for Moraga Commons;

WHEREAS, the proposed installation includes five (5) historical interpretive banners, including four (4) “then and now” banners featuring archival and contemporary images, and one (1) historical image banner;

WHEREAS, the proposed banners serve as a nod to the Lafayette Moraga History Trail Project and are intended to celebrate and interpret Moraga’s history for residents and visitors;

WHEREAS, the Moraga Historical Society assisted in identifying and sourcing appropriate historical images for the project;

WHEREAS, staff coordinated with the Moraga Park Foundation to ensure the proposed installation would not interfere with existing programming and use of the Moraga Commons Bandshell area, including summer concerts;

WHEREAS, the Art in Public Spaces Committee reviewed and approved the proposed banner installation on April 21, 2026;

WHEREAS, the Parks and Recreation Commission is set to review the proposed installation on May 11, 2026;

WHEREAS, the Town Council finds that the proposed banners constitute a temporary historical and interpretive public art installation with an intended lifespan of up to three (3) years, and are not intended to function as temporary promotional or event signage regulated under the Town’s Temporary Banner Policy; and

WHEREAS, approval of the placement and installation of the historical interpretive banners is not subject to review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15378 because the action does not constitute a project that may cause a direct or reasonably foreseeable indirect physical change in the environment.

NOW THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL OF THE TOWN OF MORAGA HEREBY:

1. The Town Council hereby approves the placement and installation of five (5) historical interpretive banners at Moraga Commons Park.
2. The Town Council authorizes the Town Manager, or designee, to coordinate final fabrication, installation, and related implementation activities associated with the project.

TOWN OF MORAGA

NOW 2026



View of Saint Mary's College with Train Station



THEN 1935



TOWN OF MORAGA

NOW 2026



Intersection of Camino Ricardo and Moraga Way



THEN 1935



TOWN OF MORAGA
NOW 2026

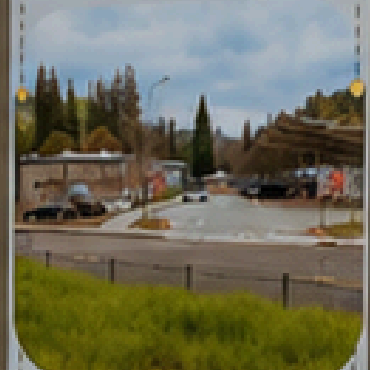


Moraga Day Looking for
a Place to Call Home?




THEN 1929

TOWN OF MORAGA
NOW 2026



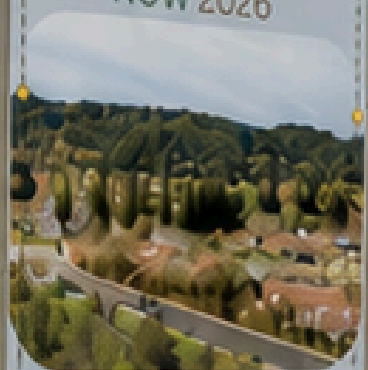
Campolindo High School
Walnut Orchard
Laguna Colorados




THEN 1956

Moraga Historical Society | Rotary Club of Moraga

TOWN OF MORAGA
NOW 2026




Intersection of Camino
Ricardo and Moraga Way



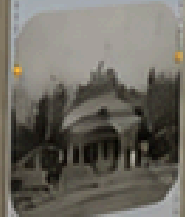
THEN 1935

Moraga Historical Society | Rotary Club of Moraga

TOWN OF MORAGA
NOW 2026



Moraga Commons
Berkeley



THEN 1900

Moraga Historical Society | Rotary Club of Moraga

TOWN OF MORAGA



1855
Fandango
Joaquin Moraga Adobe



TOWN OF MORAGA

NOW 2026



Moraga Way Looking NW
Horse Drawn Fresno Scraper



THEN 1929



TOWN OF MORAGA

NOW 2026



Comprehensive School
Newly Opened &
Largest Classroom



THEN 1950





TOWN OF MORAGA
REGULAR TOWN COUNCIL MEETING
May 13, 2026

Addendum(s) to Published Agenda

6: Consent Calendar

6.4: Adopt a Resolution approving the placement and installation of historical interpretive banners at Moraga Commons Park for a period of up to (3) years.

Update Includes:

- Additional information received as a result of the Parks and Recreation Commission meeting that occurred after the Agenda Packet was posted.

ADDENDUM

TO: Honorable Mayor and Councilmembers

FROM: Mackenzie Brady, Parks and Recreation Director

DATE: May 12, 2026

SUBJECT: Addendum – Historical Banner Project

At its May 11, 2026 meeting, the Parks and Recreation Commission reviewed the proposed Historical Banner Project and expressed concerns regarding the potential for vandalism or theft if the banners were installed using a standard grommet-and-hook mounting method.

The Commission approved the project concept and banner designs with the understanding that staff would evaluate alternative mounting methods that provide a more secure installation.

One mounting option currently under consideration is the use of 1-inch PVC pipe cut to the width of each banner, with end caps installed on both ends. The PVC would be inserted into top and bottom pole pockets sewn into the banners, creating a rigid support structure. The banners would then be secured to the wall using concealed brackets or hardware similar to the mounting system illustrated below. This approach would reduce the ability to remove the banners easily, improve overall appearance, and provide added stability during wind events.

Staff is continuing to research mounting methods that balance security, durability, maintenance, and aesthetics and will finalize the installation details prior to fabrication and installation.

Potential options include the below:





4689 West Jennifer Avenue
 Fresno, CA 93722
 559.275.8695 Fax 559.276.2238

DIGITAL PRINT

MOCK UP# 18061.26kb **PAGE:** 1 of 2
JOB NAME: Moraga Bandshell
DATE: 20 APR 26
REVISION

BANNER INFO

FABRIC: 22oz Blockout Vinyl
SIZE: 25"x 79"
HEMS: 1" all sides
SIDES: 1

COLOR INFO:

CMYK

ARTWORK INFO

Custom

TYPEFONTS

N/A

ARTWORK READY TO PRINT: YES NO

CUSTOMER PLEASE SIGN & RETURN

Authorized by _____

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QTY 1

TOWN OF MORAGA

NOW 2026

View of Saint Mary's College with Train Station

THEN 1935

Moraga Historical Society Rotary Club of Moraga

QTY 1

TOWN OF MORAGA

NOW 2026

Intersection of Camino Ricardo and Moraga Way

THEN 1935

Moraga Historical Society Rotary Club of Moraga

QTY 1

TOWN OF MORAGA

NOW 2026

Campolindo High School
Walnut Orchard
Laguna Colorados

THEN 1956

Moraga Historical Society Rotary Club of Moraga

TAKE NOTHING FOR GRANTED. PLEASE CHECK PROOF CAREFULLY.

Illustrations are a reasonable representation of ink colors on banner fabrics. All monitors display differently, therefore a free color match sample is available on request. We are not responsible for any errors after approval.



4689 West Jennifer Avenue
 Fresno, CA 93722
 559.275.8695 Fax 559.276.2238

DIGITAL PRINT

MOCK UP# 18061.26kb **PAGE:** 2 of 2
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N/A

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CUSTOMER PLEASE SIGN & RETURN

Authorized by _____

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QTY 1



QTY 1



TAKE NOTHING FOR GRANTED. PLEASE CHECK PROOF CAREFULLY.

Illustrations are a reasonable representation of ink colors on banner fabrics. All monitors display differently, therefore a free color match sample is available on request. We are not responsible for any errors after approval.

Town of Moraga
Public Art Application

(Please complete this application as fully as possible)

Date: 9.23.2025

Project Name MORAGA COMMONS BANDSHELL MURAL

Proposed Location/Address MORAGA COMMONS BANDSHELL

Proposed by JOHN PANCIKA, PRESIDENT - MORAGA ROTARY

Phone 925-890-1059 Email jp74241@gmail.com

Address 742 CROSSBROOK DRIVE Town MORAGA Zip 94556

Artist Name TBD / CAMDO A/V STUDENTS

Phone _____ Email _____

Address _____ Town _____ Zip _____

Description of Artwork (Include finish and color)

SEE ATTACHED

Approximate Weight _____ Approximate Dimensions PORTIONS OF FLAT AREAS OF BANDSHELL

System for Mounting of Displaying Artwork

TBD

Maintenance, Mounting or Display Requirements

NONE

Approximate Value: \$ TBD Approximate Annual Maintenance Costs: \$ 0

Application is for (circle one) donation loan commissioned

Term of Loan _____ years/months

Please attach

- Photo, plans, model or other representation of proposed artwork TBD
- Artist biography TBD
- Signage proposed for the artwork, including size, lettering and material TBD



Meeting Date: May 13, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Nate Levine, Public Works Director / Town Engineer Deirdre Castillo, Senior Engineer Yao Miao, Assistant Engineer

Subject: Fiscal Year 2026-27 List of Streets to be Funded by Road Maintenance and Rehabilitation Account Revenues

RECOMMENDATION

Adopt a Resolution establishing the Fiscal Year (FY) 2026-27 list of streets to be funded by FY 2026-27 Road Maintenance and Rehabilitation Account Revenues per Senate Bill 1: The Road Repair and Accountability Act of 2017.

BACKGROUND

On April 28, 2017, the Governor signed Senate Bill 1 (SB 1), which is known as the Road Repair and Accountability Act of 2017. SB 1 increases per gallon fuel excise taxes, diesel fuel sales taxes, and vehicle registration fees; and provides inflationary adjustments to tax rates in future years to address basic road maintenance, rehabilitation, and critical safety needs on the State highway and local streets and road system.

Beginning November 1, 2017, the State Controller deposited this funding into the Road Maintenance and Rehabilitation Account (RMRA). A percentage of the RMRA funding is apportioned by formula to eligible cities and counties pursuant to the Streets and Highways Code Section 2032(h) for basic road maintenance, rehabilitation, repairing, and replacing aging bridges for critical safety projects on the local streets and roads system. The League of California Cities prepared the FY 2026-27 revenue estimate (Attachment B). It is estimated that the Town of Moraga will receive \$485,497 in RMRA funds in FY 2026-27.

SB1 Reporting Requirements

SB 1 emphasizes the importance of accountability and transparency in delivering California's transportation programs. The State requires cities and counties to provide basic annual SB 1/RMRA project reporting to the California Transportation Commission. To receive the FY 2026-27 allocation of \$485,497, the Town must adopt a resolution listing projects proposed for

RMRA funding in the Town's Capital Improvement Program (CIP) budget at a regular Town Council meeting.

DISCUSSION

In FY 2026-27, \$485,497 in RMRA funding will be used for the pavement rehabilitation project listed in the table below, as well as for the Town’s Street Maintenance Operations.

| Project Description | RMRA Funds |
|---|-------------------|
| 2026 Street Rehabilitation Project (CIP 26-401) | \$420,000 |
| Street Maintenance Operations | \$65,497 |
| Total FY 2026-27 RMRA Funds | \$485,497 |

FISCAL IMPACT

If the Town does not adopt a resolution identifying the projects to be funded with RMRA funds, the Town will not be eligible to receive its portion of RMRA funds, which are projects to be \$485,497 in FY 2026-27.

CEQA COMPLIANCE

The resolution establishing the FY 2026-27 list of streets to be funded with FY 2026-27 RMRA revenues is not subject to review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21000, et seq. and the CEQA Guidelines (14 Cal. Code Regs. §§ 15000 et. seq.), including without limitation, Public Resources Code section 21065 and California Code of Regulations 15378 As this is not a “project” that may cause a direct, or reasonably foreseeable indirect, physical change in the environment.

ALTERNATIVES

1. Approve the proposed resolution with modifications; or
2. Do not approve the proposed resolution and provide direction to staff. If the Town does not adopt a resolution identifying projects that will be funded with RMRA funds, then the Town will not be eligible to receive its portion of RMRA funds.

NEXT STEPS

Upon adoption, staff will submit the adopted resolution to the California Transportation Commission.

ATTACHMENTS

- [Attachment A - Draft Resolution with Exhibit A](#)
- [Attachment B - Local Streets-Roads Projected Revenues](#)

**TOWN OF MORAGA
TOWN COUNCIL**

RESOLUTION NO. __-2026

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-2027
FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide;

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our Town of Moraga are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year;

WHEREAS, the Town of Moraga must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement;

WHEREAS, the Town of Moraga will receive an estimated \$485,497 in RMRA funding in Fiscal Year 2026-2027 from SB 1;

WHEREAS, this is the tenth year in which the Town of Moraga is receiving SB 1 funding and will enable the Town of Moraga to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1;

WHEREAS, the Town of Moraga has undergone a robust public process to ensure public input into our community's transportation priorities/the project list;

WHEREAS, the Town of Moraga used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the highest-priority and cost-effective projects that also meet the community's priorities for transportation investment;

WHEREAS, the funding from SB 1 will help the Town of Moraga maintain and rehabilitate streets throughout the Town this year and similar projects into the future;

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the Town of Moraga streets and roads are in good condition, and this revenue will help us increase the overall quality of our road system, and over the next decade will bring our streets and roads into good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure, with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials, and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Council of the Town of Moraga, as follows:

1. The foregoing recitals are true and correct.
2. The Town Council hereby approves the Town of Moraga's Fiscal Year 2026-27 List of Streets to be Funded by SB 1: The Road Repair and Accountability Act of 2017 to the California Transportation Commission, attached hereto and hereinafter incorporated by reference as Exhibit A, with minor revisions that may be approved by the Town Manager and the Town Attorney.
3. The Town Council hereby approves the following list of newly proposed projects that will be funded in part or solely with Fiscal Year 2026-27 Road Maintenance and Rehabilitation Account (SB 1) revenues:
 - A. Project Title: 2026 Street Rehabilitation Project (CIP 26-401)

Project Description: The 2026 Pavement Rehabilitation Project uses StreetSaver Pavement Management software to identify a street list with a pavement condition index between 50 and 70 and apply appropriate treatment based on the Town CIP budget.

Project Location: Moraga Road, Canyon Road

Estimated Project Schedule: Start (07/2026)– Completion (12/2026) based on the component being funded with RMRA funds

Estimated Project Useful Life: Rehabilitation work using mill-and-fill with partial-depth recycling will extend the service life of these streets by 10–15 years.
 - B. Project Title: Townwide Street Maintenance (FY 26-27)

Project Description: Continued maintenance for town streets, including pothole

repairs, striping and signage replacements, sidewalk repairs, cleaning of street and storm drain debris, and other related maintenance. Includes funding street maintenance crews and administrative staff providing street maintenance and repairs to increase program savings and reduce contracted costs.

Project Location: Town arterials and collectors, not limited to: Camino Pablo, Canyon Road, Moraga Road, Moraga Way, Rheem Boulevard, and St. Mary's Road.

Estimated Project Schedule: Start (07/26)– Completion (06/27) based on the component being funded with RMRA funds

Estimated Project Useful Life: Preventive Maintenance work will extend the life expectancy of these streets, as shown below.

- Pavement Repairs 5 - 10 years
- Concrete Repairs 20 – 50 years
- Signage Components 20 – 25 years
- Traffic Striping 7 – 12 years

EXHIBIT A

**SB 1 LIST OF STREETS TO BE FUNDED
IN PART OR SOLELY WITH FISCAL YEAR 2026-27
ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) REVENUES**

A. Project Name: 2026 Street Rehabilitation Project (CIP 26-401)

Location of Project:

| Street Name | Start | End |
|-------------|----------------|--------------------|
| Moraga Road | St Mary's Road | Moraga Way |
| Canyon Road | Moraga Way | Country Club Drive |

B. Project Name: Townwide Street Maintenance (FY 26-27)

Location of the Project:

| |
|----------------|
| Camino Pablo |
| Canyon Road |
| Moraga Road |
| Moraga Way |
| Rheem Blvd |
| St Mary's Road |

Attachment B

Local Streets and Roads - Projected Revenues

Based on State Dept of Finance statewide r
Estimated January 2026

| | 2025-26 | | | 2026-27 | | |
|-------------------------------------|-----------------------|-----------------------|-------------|-----------------------|-----------------------|-------------|
| | Hwy Users Tax Account | Road Mntnc Rehab Acct | TOTAL | Hwy Users Tax Account | Road Mntnc Rehab Acct | TOTAL |
| CALAVERAS COUNTY | | | | | | |
| ANGELS CAMP | 120,937 | 96,653 | 217,590 | 123,065 | 102,470 | 225,535 |
| County of Calaveras | 3,750,643 | 3,897,391 | 7,648,034 | 3,817,712 | 4,131,947 | 7,949,659 |
| Total City & County: Calaveras | 3,871,580 | 3,994,044 | 7,865,624 | 3,940,777 | 4,234,416 | 8,175,193 |
| COLUSA COUNTY | | | | | | |
| COLUSA | 184,389 | 172,980 | 357,370 | 187,692 | 183,391 | 371,082 |
| WILLIAMS | 158,659 | 147,917 | 306,576 | 161,482 | 156,819 | 318,301 |
| County of Colusa | 2,494,606 | 2,998,917 | 5,493,523 | 2,531,875 | 3,179,400 | 5,711,275 |
| Total Cities & County: Colusa | 2,837,654 | 3,319,814 | 6,157,468 | 2,881,049 | 3,519,610 | 6,400,659 |
| CONTRA COSTA COUNTY | | | | | | |
| ANTIOCH | 3,332,036 | 3,090,696 | 6,422,732 | 3,393,598 | 3,276,703 | 6,670,301 |
| BRENTWOOD | 1,879,884 | 1,740,043 | 3,619,927 | 1,914,543 | 1,844,764 | 3,759,307 |
| CLAYTON | 322,080 | 292,817 | 614,897 | 327,912 | 310,440 | 638,352 |
| CONCORD | 3,580,273 | 3,321,980 | 6,902,253 | 3,646,442 | 3,521,906 | 7,168,348 |
| DANVILLE | 1,251,188 | 1,155,680 | 2,406,868 | 1,274,207 | 1,225,232 | 2,499,439 |
| EL CERRITO | 748,750 | 687,554 | 1,436,303 | 762,445 | 728,932 | 1,491,377 |
| HERCULES | 755,737 | 694,064 | 1,449,801 | 769,562 | 735,835 | 1,505,397 |
| LAFAYETTE | 733,013 | 672,892 | 1,405,904 | 746,416 | 713,388 | 1,459,804 |
| MARTINEZ | 1,077,118 | 993,498 | 2,070,616 | 1,096,907 | 1,053,289 | 2,150,196 |
| MORAGA | 500,302 | 457,937 | 958,239 | 509,424 | 485,497 | 994,920 |
| OAKLEY | 1,340,921 | 1,239,285 | 2,580,206 | 1,365,606 | 1,313,869 | 2,679,475 |
| ORINDA | 563,306 | 516,638 | 1,079,944 | 573,597 | 547,730 | 1,121,327 |
| PINOLE | 546,660 | 501,129 | 1,047,789 | 556,642 | 531,288 | 1,087,930 |
| PITTSBURG | 2,181,751 | 2,021,295 | 4,203,045 | 2,222,012 | 2,142,942 | 4,364,954 |
| PLEASANT HILL | 991,135 | 913,386 | 1,904,520 | 1,009,328 | 968,356 | 1,977,684 |
| RICHMOND | 3,307,011 | 3,067,380 | 6,374,391 | 3,368,109 | 3,251,983 | 6,620,092 |
| SAN PABLO | 925,603 | 852,329 | 1,777,932 | 942,580 | 903,625 | 1,846,205 |
| SAN RAMON | 2,415,387 | 2,238,975 | 4,654,362 | 2,459,984 | 2,373,723 | 4,833,707 |
| WALNUT CREEK | 2,009,385 | 1,860,701 | 3,870,086 | 2,046,448 | 1,972,683 | 4,019,130 |
| County of Contra Costa | 26,814,607 | 22,047,339 | 48,861,946 | 27,342,374 | 23,374,210 | 50,716,583 |
| Total Cities & County: Contra Costa | 55,276,147 | 48,365,615 | 103,641,762 | 56,328,135 | 51,276,394 | 107,604,529 |



Meeting Date: May 13, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Katie Bruner, Administrative Services Director Beth Walker, Administrative Services Technician

Subject: Annual Report on Employee Vacancies, Recruitment and Retention Efforts (AB 2561 Compliance)

RECOMMENDATION

Hold a public hearing to receive a report on the Town’s vacancies, recruitment, and retention efforts.

BACKGROUND

California Assembly Bill (AB) 2561 was enacted into law and is codified as Government Code section 3502.3, effective January 1, 2025. Among other requirements, this new State law mandates that public agencies, including cities and towns, conduct a public hearing to present the status of vacancies, recruitment, and retention efforts during a public hearing before the agency’s governing body at least once per fiscal year prior to the adoption of the next fiscal year’s budget and identify any necessary changes to policies, procedures, and recruitment activities that may lead to obstacles in the hiring process. This agenda item complies with this new legal requirement.

DISCUSSION

In compliance with the AB2561, staff will present the following required information at the public hearing:

1. Status of Town vacant positions.
2. Information on Town’s recruitment and retention efforts.
3. Obstacles in Town’s policies, procedures, and recruitment activities that may create challenges in the hiring process.

Per this AB2561, if the number of vacancies within a single bargaining unit meets or exceeds 20% of the total number of authorized full-time equivalent (FTE) positions, the public agency

must also, upon request of the employee organization, needs to include the following information during the public hearing:

1. Total number of vacancies within the bargaining unit.
2. Total number of applicants for vacant positions within the bargaining unit.
3. Average number of days to complete the hiring process from when a position is posted.
4. Opportunities to improve compensation and other working conditions.

Recognized employee organizations for each bargaining unit are allowed to make presentations during the public hearing, and representatives from each of the bargaining units were notified of the opportunity to present.

For the 2025 calendar year, the Town’s annual average percentage of vacancies (for regular, full-time equivalent positions) was 3.95%. The vacancy rate for each bargaining unit remained under the 20% in each month of the year. Attachment A shows Town vacancies by month and summarizes the vacancy rate for each bargaining unit.

FISCAL IMPACT

There is no direct fiscal impact associated with conducting the public hearing required under Government Code section 3205.3.

CEQA COMPLIANCE

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The public hearing and reporting on vacancy rates, recruitment and retention efforts meets the above criteria and is not subject to CEQA. No additional environmental review is required.

ALTERNATIVES

Receive the report and provide alternative direction to staff.

NEXT STEPS

Staff will continue to monitor and report to Town Council the workforce vacancies, recruitment, and retention efforts in compliance with AB 2561 requirements.

ATTACHMENTS

[Attachment A - Vacancy Data 2025](#)

| 2025 | Jan | Feb | Mar | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec | Average |
|-----------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|----------------|
| # of Vacancies | 3.00 | 3.00 | 2.00 | 2.00 | 2.00 | 2.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.67 |
| # of Separations | - | - | - | - | - | - | - | - | - | - | - | - | - |
| # of New Hires | - | - | 1.00 | - | - | - | - | - | - | - | - | - | 0.08 |
| # of Budgeted FTEs | 42.50 | 42.50 | 42.50 | 42.50 | 42.50 | 42.50 | 41.50 | 41.50 | 41.50 | 41.50 | 41.50 | 41.50 | 42.00 |
| % of Vacancies | 7.06% | 7.06% | 4.71% | 4.71% | 4.71% | 4.71% | 2.41% | 2.41% | 2.41% | 2.41% | 2.41% | 2.41% | 3.95% |

| 2025 Town of Moraga Average Vacancy | |
|--|-------------------|
| Bargaining Unit | Percentage |
| Moraga Employee | 7.41% |
| Moraga Police Officers | 4.55% |
| Mid-Management and Department Directors | 0.00% |
| Townwide | 3.95% |



Meeting Date: May 13, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Nate Levine, Public Works Director / Town Engineer Deirdre Castillo, Senior Engineer

Subject: Participation in the Contra Costa County Regional Alternative Compliance System Joint Powers Authority

RECOMMENDATION

Receive a presentation on potential participation in the Contra Costa County Regional Alternative Compliance (RAC) System Joint Powers Authority (JPA) and direct staff to return at a future meeting with formal participation documents for Town Council consideration.

BACKGROUND

The Contra Costa Clean Water Program (CCCWP) was established in 1991 by Contra Costa municipalities in anticipation of municipal stormwater permitting requirements under the federal Clean Water Act and California water quality laws, with encouragement from regional water regulators. CCCWP is a collaborative program composed of 19 Contra Costa cities and towns, the unincorporated Contra Costa County, and the Flood Control and Water Conservation District, whose main objective is to jointly implement National Pollutant Discharge Elimination System (NPDES) stormwater permit requirements. Some permit provisions are most cost-effective to implement at the regional level, such as water quality monitoring, public education, and special studies.

The Municipal Regional Stormwater Permit (MRP) imposes several obligations on local governments. Under Provision C.3.d, regulated new development and redevelopment projects must incorporate on-site Low Impact Development (LID) or Green Stormwater Infrastructure (GSI) to treat stormwater before it reaches local waterways. Many sites—particularly small infill properties, parcels with steep slopes, or locations with underground utility conflicts—face serious constraints that make on-site treatment difficult or infeasible.

In addition, under MRP Provision C.3.j, municipalities must retrofit a quantifiable amount of existing impervious surface with GSI over the permit term. This requirement can be costly and resource-intensive when implemented through numerous small, distributed projects (see

Attachment B, Section 2.1.1). Moreover, cities must comply with pollutant load reduction targets under the PCBs TMDL (Provision C.12.c), which require locating stormwater treatment facilities in areas with historically high pollutant loads.

To address these challenges, Contra Costa County, the Cities of San Pablo and Walnut Creek, and the County Flood Control District partnered with the EPA to pilot the RAC System (Attachment C). Existing rules and guidance authorizing alternative compliance pathways legally support the RAC System. The San Francisco Bay Water Board reviewed and approved the RAC System under MRP Provision C.3.e, the section explicitly devoted to alternative compliance.

To effectively manage the RAC System, participating agencies are forming a JPA. The JPA is responsible for administering Off-Site GSI certification, compliance unit accounting, project verification, long-term maintenance funding mechanisms, and annual reporting to the Water Board (Attachment B, Sections 6 & 8).

DISCUSSION

No final action to join the RAC JPA is requested at this meeting. This item is intended to introduce the RAC System, explain the potential benefits and obligations of participation, and receive Town Council direction before staff returns with formal participation documents, including the JPA agreement, related implementation actions, and any necessary stormwater ordinance amendments.

The Contra Costa County Regional Alternative Compliance System is an innovative, regionally supported approach to fulfilling state mandated stormwater treatment obligations. Developed through a partnership between CCCWP, the U.S. Environmental Protection Agency (EPA), and the San Francisco Bay Regional Water Quality Control Board (“San Francisco Bay Water Board”), the RAC System provides an Off-Site, alternative compliance mechanism for GSI that would normally be required on-site. The RAC System allows both public agencies and private developers to purchase “compliance units” generated by certified Off-Site GSI projects constructed elsewhere in the County. These units represent an equivalent amount of stormwater treatment required for regulatory compliance.

The RAC System addresses long-standing challenges: constrained development sites, high costs of distributed GSI projects, and the need to target legacy pollutant areas. Participation in the RAC System is enabled through a new JPA, which provides administrative support, financial mechanisms, and the governance structure necessary to manage Off-Site GSI projects and maintain ongoing compliance. Importantly, the JPA would enable the participating agencies to levy a special tax under the Mello-Roos Community Facilities Act of 1982, as amended (Mello-Roos Act) on private properties that voluntarily choose to participate in the RAC System (Participating Properties) to fund maintenance of the Off-Site GSI projects.

Pursuant to the Mello-Roos Act, in order for the JPA to form a community facilities district (CFD) that may include Participating Properties in the Town (either at the time of CFD formation or by annexation to the CFD) and levy special taxes to finance maintenance of Off-Site GSI projects, the JPA and the Town must enter into a joint community facilities agreement or joint exercise of powers agreement.

The RAC System creates a countywide marketplace in which Off-Site GSI projects—facilities

intentionally constructed to treat stormwater from areas beyond their immediate footprint—generate standardized “compliance units.” These units are quantified based on the treated drainage area, pollutant removal performance, rainfall zone, and land-use characteristics (Attachment B, Section 4).

Once certified by the local jurisdiction where they are located, Off-Site GSI projects can make their compliance units available for purchase. Public agencies or private developers who cannot feasibly meet on-site stormwater retention requirements may instead purchase sufficient units to meet their MRP obligations. The purchaser also pays for maintenance of the Off-Site GSI projects to ensure their long-term performance.

Benefits of RAC Participation to the Town of Moraga

The RAC System offers several benefits that are particularly important for agencies seeking flexible, affordable ways to meet stormwater regulations:

1. It provides a solution for constrained project sites where on-site GSI is impractical. Rather than granting variances or requiring redesigns, staff can direct applicants to a consistent, regionally approved alternative compliance mechanism.
2. It supports more cost effective stormwater treatment. Large regional GSI facilities can achieve economies of scale, reducing both upfront construction and ongoing maintenance costs per acreage treated compared to multiple small installations dispersed across the Town.
3. RAC participation aligns with regional water quality goals. Off-Site GSI facilities can be strategically located in areas with high legacy pollutant loads, helping the Town make measurable progress toward PCBs and other TMDL targets.
4. RAC participation reduces local administrative burden. The RAC Tracking Tool—maintained by the JPA—stores compliance unit records, tracks buyer/seller transactions, ensures proper verification and maintenance documentation, and houses all regulatory reporting materials. Without participation in the JPA, these administrative tasks would fall solely on local staff.

FISCAL IMPACT

Participation in the RAC JPA will require the Town to contribute to the JPA’s annual operating cost, which is expected to be approximately \$2,000 for each participating agency. Staff anticipates that JPA membership costs can be absorbed within the Town’s existing stormwater program or NPDES budget. No appropriation is requested as part of this informational item.

CEQA COMPLIANCE

Participation in the RAC JPA is not subject to review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080 (a) and the CEQA Guidelines (14 Cal. Code Regs. § 15378 et seq.) as it consists only of forming an agency, sharing administrative costs, and creating a funding mechanism with no commitment to specific future development; thus is not a “project” that may cause a direct, or reasonably foreseeable indirect, physical change in the environment.

ALTERNATIVES

1. Direct staff not to proceed with further consideration of participation in the RAC System.
2. Direct staff to return with additional information before bringing forward formal participation documents.
3. Make revisions to the recommended approach and provide direction to staff.

NEXT STEPS

Staff will return at a future meeting to request that Town Council adopt a Resolution to:

1. Approve participation in the Contra Costa County Regional Alternative Compliance (RAC) Joint Powers Authority (JPA), approve the proposed Joint Powers Agreement, and authorize the Town Manager to execute the Joint Powers Agreement.
2. Appoint Town Staff as the JPA Board Representative and appoint an Alternate.
3. Direct staff to take such actions as necessary to participate in the RAC System, including preparation of an ordinance to revise the Town's stormwater ordinance to incorporate participation in the RAC System as an approved alternative compliance for meeting applicable stormwater treatment requirements.
4. Authorize staff to collaborate with the RAC JPA Administrator to support RAC System implementation.
5. Authorize the JPA to establish one or more community facilities districts (CFD), accept applications from property owners, annex properties to the CFD, and levy special taxes to finance ongoing maintenance costs for Off-Site GSI Projects; and approve a joint community facilities agreement.

ATTACHMENTS

[Attachment A - Draft Resolution with Exhibit A](#)

[Attachment B - RAC Summary Report](#)

[Attachment C - CCC RAC System Fact Sheet](#)

**TOWN OF MORAGA
TOWN COUNCIL**

RESOLUTION NO. xx-2026

APPROVING PARTICIPATION IN THE CONTRA COSTA COUNTY REGIONAL ALTERNATIVE COMPLIANCE (RAC) JOINT POWERS AUTHORITY AND APPROVING THE JOINT POWERS AGREEMENT (JPA) AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; APPOINTING A BOARD MEMBER AND ALTERNATE; AUTHORIZING STAFF TO TAKE SUCH ACTIONS AS NECESSARY TO PARTICIPATE IN THE RAC SYSTEM AND AUTHORIZING STAFF TO COLLABORATE WITH THE RAC JPA ADMINISTRATOR TO IMPLEMENT THE RAC JPA; AND AUTHORIZE THE JPA TO ESTABLISH ONE OR MORE COMMUNITY FACILITIES DISTRICTS, ACCEPT APPLICATIONS FROM PROPERTY OWNERS, ANNEX PROPERTIES TO THE CFD, AND LEVY SPECIAL TAXES TO FINANCE ON-GOING MAINTENANCE COSTS FOR OFF-SITE GSI PROJECTS CONSTRUCTED PURSUANT TO THE RAC SYSTEM WITHIN OR OUTSIDE THE TERRITORY OF THE TOWN OF MORAGA AND APPROVING A JOINT COMMUNITY FACILITIES AGREEMENT

WHEREAS, the Town of Moraga (“Town”) is a “public agency,” as defined in the Joint Exercise of Powers Act, California Government Code Section 6500, et seq., and is authorized to enter into an agreement to exercise powers common to the member public agencies;

WHEREAS, the Town desires to participate in the Contra Costa County Regional Alternative Compliance (“RAC”) System, which is a program designed to offer a flexible, cost-effective, and scientifically defensible compliance option for the Municipal Regional Stormwater National Pollutant Discharge Elimination System (“NPDES”) Permit issued by the San Francisco Bay Regional Water Quality Control Board, Permit No. CAS612008;

WHEREAS, the proposed joint powers authority (“JPA”) is being formed to (i) establish a community facilities district (“CFD”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (“Mello-Roos Act”) in order to finance on-going maintenance costs for “Off-Site GSI Projects” constructed pursuant to the RAC System, and (ii) take other actions in furtherance of the RAC System;

WHEREAS, a joint exercise of powers agreement between participating cities, Contra Costa County, and the Contra Costa Flood Control and Water Conservation District has been prepared to establish the proposed JPA that will implement the RAC System;

WHEREAS, the proposed agreement will take effect on the earlier of July 1, 2026, provided that two proposed member agencies have executed the agreement by such date, or when all proposed member agencies have executed the agreement;

WHEREAS, each member of the proposed JPA may appoint a representative to serve on the JPA's Board and an alternative member to serve in the absence of the appointed representative;

WHEREAS, the Town Council desires to participate in the RAC System and to adopt the Agreement; and

WHEREAS, with respect to the CFD:

(1) the JPA may establish the CFD to finance the maintenance of Off-Site GSI Projects pursuant to Section 53313.5(f) of the Mello-Roos Act, which authorizes community facilities districts to finance the acquisition, improvement, rehabilitation, or maintenance of any real or other tangible property, whether privately or publicly owned, for flood and storm protection services, including, but not limited to, storm drainage and treatment systems;

(2) the Town desires to allow the owners ("Participating Owners") of property being developed within its jurisdiction ("Participating Properties") to participate in the CFD in order to finance on-going maintenance costs for Off-Site GSI Projects constructed pursuant to the RAC System, whether those Off-Site GSI Projects are located within the boundaries of the Town of Moraga or not, and to allow the JPA to conduct proceedings to form the CFD, annex Participating Properties to the CFD and levy special taxes on such Participating Properties;

(3) both the JPA and the Town are "local agencies" under the Mello-Roos Act;

(4) the Mello-Roos Act permits two or more local agencies to enter into a joint community facilities agreement or joint exercise of powers agreement to exercise any power authorized by the Mello-Roos Act;

(5) the Town desires to enter into such an agreement with the JPA to authorize the JPA to form the CFD and annex to the CFD Participating Properties located within the territorial limits of the Town for the purpose of financing the maintenance of Off-Site GSI Projects, whether those Off-Site GSI Projects are located within the boundaries of the Town or not; and

(6) the Town will not be responsible for the conduct of any proceedings to form the CFD, annex Participating Properties to the CFD, levy or collect special taxes, or any required remedial action in the case of delinquencies in such special tax payments.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MORAGA DOES HEREBY DETERMINE, FIND AND RESOLVE AS FOLLOWS:

The Town hereby approves the "Joint Powers Agreement Between Participating Cities, Contra Costa County, and the Contra Costa Flood Control and Water Conservation

District for Implementation of the Contra Costa County Regional Alternative Compliance System,” attached hereto as Exhibit “A” to this Resolution.

SECTION 1. Prior to the effective date of the Agreement, the Town hereby authorizes minor and technical revisions to the Agreement approved in Section 1 that do not change the overall intent of the Agreement or increase liability or cost exposure.

SECTION 2. The Town appoints [INSERT PRIMARY MEMBER’S NAME OR POSITION] as the representative on the JPA’s Board and [INSERT ALTERNATE MEMBER’S NAME OR POSITION] as the alternative representative on the JPA’s Board.

SECTION 3. The Town Council hereby authorizes the Town Manager to execute the Agreement.

SECTION 4. Direct staff to take such actions as necessary to participate in the RAC System, including preparation of an ordinance to revise the City’s stormwater ordinance to incorporate participation in the RAC System as an approved alternative compliance for meeting applicable stormwater treatment requirements.

SECTION 5. Authorize staff to collaborate with the RAC JPA Administrator to support RAC System implementation.

SECTION 6. The Agreement, together with the terms and provisions of this Resolution, shall together constitute a separate joint community facilities agreement between the Town and the JPA under the Mello-Roos Act for the CFD. The Town Council hereby authorizes the JPA to form one or more community facilities districts to accomplish the purposes of this Resolution, and each such community facilities district shall constitute a CFD as that term is used in this Resolution.

The adoption by the JPA of a resolution of intention to form the CFD under the Mello-Roos Act to finance ongoing maintenance costs for Off-Site GSI Projects constructed pursuant to the RAC System shall constitute acceptance by the JPA of the terms of this Resolution with respect to such CFD.

This Resolution shall constitute full approval under Section 8.2 of the Agreement for the JPA to undertake and conduct proceedings under the Mello Roos Act to form the CFD with boundaries that include Participating Properties within the Town’s jurisdiction, to annex Participating Properties within the Town’s jurisdiction to the CFD, and to levy a special tax on such Participating Properties; provided that the Participating Owners, who shall be the legal owners of such property at the time of formation of the CFD or annexation to the CFD, as applicable, execute a ballot or unanimous approval in favor of the levy of the special tax in accordance with the Mello-Roos Act.

The Town Council hereby determines that the Agreement, together with the terms and provisions of this Resolution, are beneficial to the residents/customers of the Town and of the future residents of the area within the CFD.

The Town Council hereby determines that all of the Off-Site GSI Projects constructed pursuant to the RAC System that will be maintained by Participating

Properties within the Town's jurisdiction are necessary to meet increased demands placed upon the Town as a result of development occurring or expected to occur within the Town.

The Town hereby consents to the formation of, and annexation of Participating Properties to, the CFD in accordance with this Resolution, and consents to the assumption of jurisdiction by the JPA for the proceedings respecting the CFD with the understanding that the JPA will hereafter take each and every step required for or suitable for consummation of the proceedings to form the CFD or annex Participating Properties to the CFD, and the levy, collection and enforcement of the special tax, all at no cost to the Town and without binding or obligating the Town's general fund or taxing authority.

The Town hereby authorizes and directs appropriate officials and staff of the Town to execute and deliver such certificates, agreements and documents, and to take all such other lawful actions, as are reasonably required by the JPA in accordance with the formation of the CFD, the annexation of Participating Properties to the CFD, the levy of special taxes and the financing of on-going maintenance costs for Off-Site GSI Projects constructed pursuant to the RAC System.

SECTION 7. The Clerk shall certify the adoption of this Resolution and shall forward a copy of it to the Contra Costa Flood Control and Water Conservation District.

EXHIBIT A**FORM OF AGREEMENT**
JOINT POWERS AGREEMENT**Between Participating Cities, Contra Costa County, and the Contra Costa Flood Control and Water Conservation District to Establish the Contra Costa County Regional Alternative Compliance Joint Powers Authority for Implementation of the Contra Costa County Regional Alternative Compliance System**

This Joint Powers Agreement (“Agreement”) dated July 1, 2026, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 *et seq.*) of the California Government Code relating to the joint exercise of powers among [INSERT FINAL LIST OF PARTICIPATING AGENCIES] (collectively, “Member Agencies” and each, individually, a “Member Agency”). The term “Member Agencies” shall also include a public agency added to this Agreement in accordance with Section 14.

RECITALS

- A. The joint powers authority (“JPA”) formed pursuant to this Agreement to administer the Contra Costa County Regional Alternative Compliance (“RAC”) System is authorized to (i) establish a community facilities district pursuant to the Mello-Roos Community Facilities Act of 1982 (“Mello-Roos Act”) in order to finance on-going maintenance costs for “Off-Site GSI Projects” constructed pursuant to the RAC System, and (ii) take other actions in furtherance of the RAC System.
- B. The RAC System is a program designed to offer a flexible, cost-effective, and scientifically defensible compliance option for the Municipal Regional Permit’s development provisions requiring post-construction stormwater treatment. The Municipal Regional Permit is a Municipal Regional Stormwater National Pollutant Discharge Elimination System (“NPDES”) Permit issued by the San Francisco Bay Regional Water Quality Control Board, Permit No. CAS612008.
- C. The RAC System allows the owners of regulated developments and certain public agencies (buyers) to purchase “compliance units” in green stormwater infrastructure (GSI) treatment facilities or “Off-Site GSI Projects” constructed elsewhere within the County.
- D. The developers of the Off-Site GSI Projects, which may be public agencies or private entities, generate the “compliance units” that can be exchanged through the RAC System and purchased by the buyers (owners of the regulated developments and public agencies that cannot treat stormwater on their own sites). Private buyers will contribute to the cost of operating and maintaining the Off-Site GSI Projects by annexing their development sites into the proposed community facilities district formed

by the JPA. Public agencies that are buyers will pay fees directly to the JPA as an alternative funding mechanism because such public agencies cannot be levied a special tax under the proposed community facilities district.

DRAFT

AGREEMENT

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

1. DEFINITIONS

Capitalized terms used in the Agreement shall have the meanings specified below, unless the context requires otherwise.

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

(b) “Agreement” means this Joint Powers Agreement.

(c) “Board” means the Board of Directors for the Joint Powers Authority.

(d) “Effective Date” means the date on which this Agreement shall become effective and the JPA shall exist as a separate public agency, as further described in Section 5.

(e) “JPA” means the Contra Costa County Regional Alternative Compliance Joint Powers Authority.

(f) “Off-Site GSI Project” means a green stormwater infrastructure project eligible to exchange compliance credits under the RAC System.

(g) “RAC System” means the Contra Costa County Regional Alternative Compliance System.

2. NAME OF THE JPA

The JPA shall be known as the Contra Costa County Regional Alternative Compliance Joint Powers Authority.

3. PURPOSE

The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to each Member Agency and any other powers granted to the JPA under applicable law, including the Act and the Mello-Roos Act. The JPA shall administer the RAC System.

4. ESTABLISHMENT OF THE JPA

4.1 Separate Legal Entity. The JPA, as a joint powers authority, is a separate entity from the Member Agencies and is responsible for the administration of this Agreement.

4.2 Filing of Notices with Secretary of State and County Clerk. Within thirty (30) days after the Effective Date of this Agreement, the JPA shall cause a notice of this Agreement to be prepared and filed with the office of the California Secretary of State and the State Controller containing the information required by California Government Code Section 6503.5.

4.3 Filing of Notices with County and LAFCO. Within seventy (70) days after the Effective Date of this Agreement, the JPA shall cause a statement of the information concerning the JPA, required by California Government Code Section 53051, to be filed with the office of the California Secretary of State, the Contra Costa County Clerk, and the Contra Costa County Local Agency Formation Commission (LAFCO) stating the facts required to be stated pursuant to subdivision (a) of Government Code Section 53051.

5. TERM

The Agreement shall become effective upon the earlier date of July 1, 2026, provided that two Member Agencies have executed the Agreement by such date, or when all Member Agencies have executed the Agreement ("Effective Date"). The Agreement will remain effective until the JPA is dissolved through procedures outlined in Section 18 of this Agreement.

6. POWERS AND OBLIGATIONS OF THE JPA

6.1 General Powers. The JPA shall have the power in its own name to exercise any and all common powers of its Member Agencies and such additional powers accorded to it by law reasonably related to the purposes of the JPA, including, but not limited to, the powers to:

a. Acquire, lease, construct, own, manage, maintain, dispose of or operate (subject to the limitations herein) any buildings, works or improvements within the boundaries of the Member Agencies deemed necessary by the Board to implement the RAC System;

b. Acquire, hold, manage, maintain, or dispose of any other property within the boundaries of the Member Agencies by any lawful means, including without limitation gift, purchase, lease, lease-purchase, license, eminent domain or sale to support the RAC System;

c. Seek, receive, and administer funding from any available public, non-profit, foundation or private source, including grants or loans under any available Federal, State and local programs to support the RAC System;

d. Make and enter into other contracts;

- e. Form and implement one or more community facilities districts pursuant to the Mello-Roos Act;
- f. Incur all authorized debts, liabilities, and obligations, subject to the limitations herein to accomplish the stated purposes and objectives of the JPA;
- g. Receive gifts, contributions and donations of property, funds, services and other forms of financial or other assistance from any persons, firms, corporations or governmental entities;
- h. Sue and be sued in its own name;
- i. Seek the adoption or defeat of any Federal, State or local legislation or regulation necessary or desirable to accomplish the stated purposes and objectives of the JPA;
- j. Adopt rules, regulations, policies, bylaws and procedures governing the operation of the JPA;
- k. Invest money pursuant to California Government Code Section 6505.5 that is not required for the immediate necessities of the JPA, as the JPA determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code as it now exists or may hereafter be amended;
- l. Carry out and enforce all the provisions of this Agreement; and
- m. Exercise all other powers not specifically mentioned herein, but common to Member Agencies, and authorized by California Government Code Section 6508 as it now exists or may hereafter be amended.

6.2 Specific Powers and Obligations. The JPA shall have the power in its own name to exercise the following specific powers and obligations to:

- a. Conduct an audit of the records and accounts of the JPA annually by an independent certified public accountant and ensure that copies of such audit report shall be filed with the State Controller and the County Auditor, and shall be provided to the Member Agencies no later than fifteen (15) days after receipt of such audit reports by the JPA;
- b. Use any statutory power available to it necessary or desirable to finance the exercise of any power of the JPA; and
- c. Defend, hold harmless and indemnify, to the fullest extent permitted by law, each Member Agency from any liability, claims, suits or other actions.

7. BOARD OF DIRECTORS

7.1 JPA Governing Board. The JPA shall be governed by a Board of Directors. Each director shall have a single vote on matters coming before the Board.

7.2 Board Members and Alternates. Within thirty (30) days after the Effective Date of this Agreement, each Member Agency shall designate and appoint one its officers, officials, or employees to serve as its representative on the Board. Within thirty (30) days after a new Member Agency becomes a party to this Agreement, the Member Agency shall designate and appoint one of its officers, officials, or employees to serve as its representative on the Board. Each Member Agency may appoint an alternate representative who is authorized to serve on the Board only in the absence of the Member Agency's primary representative, with the same authority as the primary representative. All primary representatives and alternates shall serve until they are replaced by the appointing Member Agency, or until the withdrawal of the Member Agency from this Agreement, or until such time as they are no longer an officer, official, or employee of the Member Agency. Board members and their alternates shall serve without compensation, but they shall be entitled to reimbursement of expenses they actually incur in connection with their service on the Board, provided such expense is authorized in advance by the Board.

7.3 Qualifications. Each Member Agency shall determine the officers, officials, or employees that will serve as the Member Agency's primary representative, and their alternate, on the Board of Directors.

7.4 Board Officers. The Board shall annually select one of its members to serve as Chair and another member to serve as Vice Chair.

a. If the Chair is unable to continue serving on the Board, then the Vice-Chair shall become Chair. The Board shall then select a new Vice Chair from among the remaining members of the Board.

b. If the Vice Chair is unable to continue serving on the Board, the Board shall select a new Vice Chair from among the remaining members of the Board.

c. The Chair shall preside over all meetings of the Board and perform such other duties as may be imposed by the Board in accordance with applicable law and this Agreement.

d. The Vice-Chair shall preside over all meetings of the Board in the Chair's absence and perform such other duties as may be imposed by the Board in accordance with applicable law and this Agreement when the Chair is absent.

7.5 Additional Officers and Consultants. The Board may appoint any additional officers deemed necessary or desirable. The Board may also retain such consultants or independent contractors as may be deemed necessary.

7.6 Bonding Requirements. The officers or persons designated to have charge of, handle, or have access to any funds or property of the JPA shall be so

designated and empowered by the Board. Each such officer or person may be required to file an official bond with the JPA in an amount established by the Board.

7.7 Subcommittees. The Board may create permanent or ad hoc subcommittees to give advice to the Board on such matters as may be referred to such subcommittee by the Board.

7.8 Meetings. The Board shall hold publicly noticed meetings in accordance with a schedule established by the Board. The Board shall meet no less than once per year. Meetings shall be conducted and noticed in accordance with the provisions of the Ralph M. Brown Act.

7.9 Voting. All voting powers of the JPA shall reside in the Board.

7.10 Quorum; Votes for Board Actions. A majority of the members of the Board, or their alternates, shall constitute a quorum for the transaction of business, except that less than a quorum of the Board may adjourn a meeting for lack of quorum. Except as provided in Section 14 or where a larger affirmative vote is required by law, any action of the Board shall require an affirmative vote of a majority of the Directors present at a meeting, provided that a quorum of the Board is present.

7.11 Approval of Annual Budget. The JPA's fiscal year shall begin July 1 of each calendar year, and it shall end on June 30 of the next calendar year; provided, however, that the JPA's first fiscal year shall begin the date this Agreement becomes effective, and it shall end on the June 30 occurring thereafter. In each fiscal year after the first fiscal year, prior to April 1 of each year, the Manager shall prepare and present a proposed budget for the following fiscal year to the Board for its review and consideration; and prior to July 1 of each year, the Board shall consider approving the final budget for the following fiscal year.

7.12 Minutes. The Secretary shall cause minutes of all meetings of the Board to be drafted. Upon approval by the Board, such minutes shall become a part of the official records of the JPA.

7.13 Conflicts of Interest.

a. California Political Reform Act. Board members shall be considered "public officials" within the meaning of the California Political Reform Act of 1974, as amended, and its regulations, for purposes of financial disclosure, conflict of interest and other requirements of such Act.

b. Levine Act. Board members are "officials" within the meaning of California Government Code Section 84308 (the "Levine Act") and subject to the restrictions of such act on the acceptance, solicitation or direction of contributions.

8. POWERS AND DUTIES OF GOVERNING BOARD

8.1 Powers and Duties. In addition to exercising the powers and obligations of the JPA set forth in Section 6, or as otherwise provided by law, the JPA Board of Directors shall have the following powers:

- a. Perform the activities described in Section 8.2 with respect to the community facilities district described therein;
- b. Perform activities necessary and convenient to assist Member Agencies comply with the Municipal Regional Permit and to implement the RAC System, including filing required documentation with the San Francisco Regional Water Quality Control Board;
- c. Review and recommend an annual budget to the Member Agencies, which shall include the proposed contribution from each Member Agency;
- d. Make and enter into contracts or sub-contracts, and authorize by resolution officers or agents to execute such contracts;
- e. Incur debt, liabilities and obligations on behalf of the JPA as authorized by law;
- f. Invest JPA funds pursuant to an investment policy of the JPA adopted by the Board of Directors;
- g. Receive contributions, donations or grants of property, funds, services, or other forms of assistance from any source;
- h. Coordinate JPA activities with other Joint Powers Authorities or public agencies established for similar purposes in pursuing the common purposes set forth above;
- i. Appoint a Legal Advisor for the JPA;
- j. Appoint, suspend and or terminate the Manager or enter into and terminate agreements for Management Services;
- k. Appoint a Secretary;
- l. Adopt, and amend from time to time, bylaws, rules, and regulations for the conduct of meetings of the Board and of the affairs of the JPA consistent with this Agreement; and
- m. Adopt, and amend from time to time, a conflict of interest code.

8.2 Community Facilities District. The Board of Directors will consider forming one or more community facilities districts (each, a “CFD”) in accordance with the Mello-Roos Act to finance maintenance of Off-Site GSI Projects. If a CFD is formed by the Board, the following will apply:

a. The CFD will levy special taxes on development sites owned by private buyers to finance maintenance of Off-Site GSI Projects. Off-Site GSI Projects may be publicly-owned or privately-owned. The JPA is authorized and empowered to enter into agreements with owners of Off-Site GSI Projects to provide for CFD funding of maintenance.

b. The CFD will initially be formed to include (i) original CFD boundaries that consist of a single property within the jurisdiction of one of the Member Agencies, and (ii) a future annexation area that includes the remaining territory of the initial Member Agencies. As a result of such agencies executing this Agreement, no further approval shall be required from such Member Agencies for the Board of Directors to include such Member Agencies' territory in the original CFD boundaries or the CFD's future annexation area or to annex properties in such Member Agencies' territory to a CFD.

c. As additional public agencies join the CFD, the Board of Directors will consider adding such agencies' territory to the CFD's future annexation area. As a result of such agencies executing this Agreement, no further approval shall be required from such agencies for the Board of Directors to add such agencies' territory to the CFD's future annexation area or to annex properties in such Member Agencies' territory to a CFD.

d. Each Member Agency shall approve this Agreement by adopting a resolution in the form determined by the JPA. The terms and provisions of such resolution along with this Agreement shall constitute a joint exercise of powers agreement as defined in Section 53316.2 of the Mello-Roos Act between the JPA and a Member Agency.

e. The Board of Directors will be responsible for considering the levy of special taxes to fund maintenance of Off-Site GSI Projects and administering the CFD. The Board of Directors may engage necessary consultants to assist with the formation and administration of a CFD.

f. The Board of Directors shall be responsible for preparing and approving all reports and notices required by the Mello-Roos Act. The Board of Directors may delegate to the Manager, or contract with another person or entity, the preparation of reports and notices required by the Mello-Roos Act, provided that the Board of Directors retains discretion to approve the reports and notices prior to submission, circulation, or publication.

9. OPERATIONS AND FACILITIES

9.1 Principal Office. The principal physical office of the JPA shall be established by Board resolution at one of the Member Agencies' offices or at another suitable location within a Member Agency's jurisdiction.

9.2 Assumption of Responsibilities by the JPA. As soon as practicable after the Effective Date of this Agreement, a notice of an organizational meeting of the Board

shall be published. During the first meeting, the Board shall designate a Manager, or engage a contractor to perform Management Services, who shall have the authority described in Section 11 and as otherwise delegated by the Board.

9.3 Delegation of Authority; Transfer of Records, Accounts, Funds and Property. The JPA shall establish procedures by which it may receive the transfer of records, accounts, funds or property from Member Agencies or other entities.

10. NO EMPLOYEES

10.1 The JPA shall not hire employees or retain consultants that could otherwise be classified as common law employees.

11. MANAGER OF THE JPA

11.1 Powers and Duties. The Manager contracted by the Agency may be a staff person of one of the Member Agencies, a consultant, an independent contractor, or an employee of another entity who can perform the responsibilities and duties described in this section JPA, as determined by the Board in its sole discretion. The Manager shall have the following powers, responsibilities and duties:

- a. Plan, coordinate and supervise the operation of the JPA on a day-to-day basis to ensure that the policies and direction of the Board are implemented operationally and administratively;
- b. Make recommendations to the Board regarding the operations of the JPA and, if formed, the CFD;
- c. Supervise and manage JPA contractors;
- d. Establish administrative policies and procedures for the JPA consistent with and in order to implement directives from the Board;
- e. Prepare the annual budget for submission to the Board;
- f. Support compliance activities for the Member Agencies' compliance with the Municipal Regional Permit through the RAC System; and
- g. Such other powers and authority delegated by the Board.

12. TREASURER AND AUDITOR

12.1 The Board shall appoint one of its officers to be the Auditor of the JPA. The Auditor shall draw warrants or check-warrants against funds of the JPA held by the Treasurer when the demands are approved by the Board of Directors or other person designated for that purpose and delegated that authority. The Board may transfer the responsibilities of Auditor to any person or entity authorized by Government Code Sections 6505.5 or 6505.6.

12.2 The Treasurer of the JPA shall be a certified public accountant. The Treasurer shall receive, have custody of, and disburse all monies of the JPA. The Board may transfer the responsibilities of Treasurer to any person or entity authorized by Government Code Sections 6505.5 or 6505.6.

13. INSURANCE AND LIABILITY

13.1 Insurance Coverage. The JPA shall be responsible for obtaining insurance coverage for its activities, as the Board deems appropriate.

13.2 Limitation on Liability. No debt, liability, or obligation of the JPA shall constitute a debt, liability, or obligation of any Member Agency. Except as expressly authorized by the Member Agencies, no Member Agency shall be responsible for the acts and omissions of another Member Agency's officers or employees nor shall a Member Agency incur any liabilities arising out of the services and activities of another Member Agency's officers or employees.

14. ADDITION OF MEMBER AGENCIES

The addition of any other agency as a Member Agency to the JPA shall require the approval of three-quarters of the entire Board. Upon approval by the Board, the new Member Agency shall execute a copy of this Agreement and return it to the JPA to be appended to the official version of this Agreement. Recognizing the effort of the original Member Agencies to establish the JPA, the Board may require a financial contribution to become a member of the JPA.

15. MAINTENANCE AND OPERATION COSTS: COST ALLOCATION

15.1 Records and Accounts. The JPA shall cause to be kept accurate and correct books of account, showing capital costs (if any), and maintenance and operation costs of the JPA. The aforementioned described books and records shall be open to inspection at all times during normal business hours by Member Agencies. The Treasurer shall cause all financial records of the JPA to be audited by an independent public accountant or certified public accountant at least once a fiscal year and a copy of the audit to be delivered promptly to each Member Agency.

15.2 Allocation of Operating Expenses. Unless changed by mutual agreement of the Member Agencies, the operating costs and expenses in the budget shall be shared equally by the Member Agencies. Notwithstanding the foregoing, any remaining operating costs and expenses associated with the operation and maintenance of the Off-Site GSI Projects and the administration of the CFD, which are not fully paid for by special taxes collected by the CFD, shall be apportioned to the Member Agencies based upon the maximum special taxes levied in each Member Agency's jurisdiction.

16. WITHDRAWAL OF A MEMBER AGENCY FROM THE JOINT POWERS AUTHORITY

A Member Agency may withdraw from this Agreement by filing written notice of intention to do so with the Manager and Chair no later than 5:00 p.m. of the December 31st immediately preceding the commencement of the following fiscal year (July 1 - June 30). The Member Agency's withdrawal shall be effective at 11:59 p.m. on June 30th of the fiscal year in which the notice of intention was received. Withdrawal shall not relieve the Member Agency from any financial commitments associated with projects or programs that the withdrawing Member agreed to participate in prior to the effective date of the withdrawal. The withdrawal of any Member Agency shall not terminate this Agreement provided at least two (2) Member Agencies remain parties to the Agreement.

Withdrawal by a Member Agency shall not have any effect on the obligation to pay special taxes of any property in the jurisdiction of such Member Agency that has annexed into a CFD.

17. DISPOSITION OF ASSETS UPON WITHDRAWAL OF A MEMBER AGENCY

No Member Agency, by withdrawing, shall, except as may be agreed to by the Board, be entitled to payment or return of funds paid or property donated, if any, by the withdrawing Member Agency to the JPA or to any distribution of its assets.

18. TERMINATION; DISSOLUTION AND DISPOSITION OF ASSETS

This Agreement may be terminated and the JPA dissolved upon the consent of all Member Agencies then party to the JPA. Upon termination of this Agreement and dissolution of the JPA, JPA funds shall first be used to pay expenses, debts, liabilities and obligations of the JPA; and any remaining JPA funds shall be distributed to the Member Agencies in proportion to contributions made by the Member Agencies. The Board shall reasonably value any remaining property in accordance with generally accepted accounting principles. This JPA shall not dissolve as long as there are properties within the boundaries of a CFD that are obligated to pay special taxes to maintain Off-Site GSI Projects unless the authority for governance of the CFD has been transferred by the JPA to another jurisdiction in accordance with the Mello-Roos Act.

19. CAPITAL ASSETS

Capital assets of Member Agencies may be transferred to the JPA according to the disposition rules of the Member Agencies.

20. CONTRIBUTIONS AND ADVANCES

Pursuant to Government Code Section 6504, the Member Agencies may in their discretion make financial contributions, loans or advances to the JPA for the purposes of the JPA set forth in this Agreement. The repayment of such contribution, loans or advances will be on the written terms agreed to by the Member Agency making the contribution, loan or advance and the JPA.

21. LIMITATIONS ON POWERS

As required by Government Code Section 6509, the power of the JPA is subject to the restrictions upon the manner of exercising power possessed by the City of San Pablo.

22. AMENDMENT

Any amendment to this Agreement must be in writing and approved by the governing bodies of all Member Agencies, provided, however, that no such amendment shall be entered into if the amendment would conflict with the provisions of any bonds (as defined in Government Code section 6585(c)), indenture, trust agreement, contract or other agreement securing or relating to any outstanding bonds of the JPA issued pursuant to state or federal laws. In addition, no amendment shall have any effect on the JPA's authority to levy or collect special taxes or pay such special taxes to maintain Off-Site GSI Projects unless the authority for governance of the CFD has been transferred by the JPA to another jurisdiction in accordance with the Mello-Roos Act.

23. NOTICE

Any notice required to be given or delivered by any provision of this Agreement shall be personally delivered or deposited in the U.S. Mail, registered or certified, postage prepaid, addressed to the Member Agencies at their addresses as reflected in the records of the JPA, and shall be deemed to have been received by the Member Agencies to which the same is addressed upon the earlier of receipt or seventy-two (72) hours after mailing.

24. SEVERABILITY

If a provision of the Agreement is found to be illegal or unenforceable, the validity of the remaining portions or provisions shall not be affected.

25. SUCCESSORS

This Agreement shall be binding upon and accrue to the benefit of any successor of a Member Agency.

26. ASSIGNMENT AND DELEGATION

No Member Agency may assign any rights or delegate any duties under this Agreement without the written consent of all other Member Agencies.

27. COUNTERPARTS

This Agreement may be executed in one (1) or more counterparts.

28. DISPUTE RESOLUTION.

The Member Agencies and the JPA shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. Should any dispute among the Member Agencies arise out of this Agreement and should the Member Agencies be

unable to resolve the dispute, the Member Agencies shall, at the written request of any Member Agency, meet in mediation and attempt in good faith to reach a resolution with the assistance of a mutually acceptable mediator. In the event that mediation does not result in the settlement of a dispute within 120 days after the demand for mediation is made, any Member Agency and the JPA may pursue any remedies provided by law.

29. INTEGRATION

This Agreement represents the full and entire Agreement among the Members.

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Joint Powers Authority set forth above.

[PARTY]

By: _____

Name: _____

Title: _____

Date: _____

Party: _____

[PARTY]

By: _____

Name: _____

Title: _____

Date: _____

Party: _____



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CITY OF SAN PABLO
City of New Directions

REGIONAL ALTERNATIVE COMPLIANCE SYSTEM SUMMARY REPORT

REGIONAL COMPLIANCE FOR A SUSTAINABLE BAY

Prepared for:

City of San Pablo

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San Pablo, California 94806

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with assistance from:



Project Number: LA0594

March 14, 2023

FINAL

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ACKNOWLEDGEMENTS

This Summary Report was developed as part of the Regional Compliance for a Sustainable Bay project (Project), funded by a United States Environmental Protection Agency (EPA) Region 9 Water Quality Improvement Fund Grant, led by the City of San Pablo.

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Acknowledgments also to members of the Project Technical Advisory Committee and the Project Advisory Committee, who provided input for this Summary Report:

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Assistance provided by Mitch Avalon, Contra Costa County Public Works, was also greatly appreciated.

ACRONYMS AND ABBREVIATIONS

Please refer to Glossary after Report sections for definitions of key terms.

| | |
|------------------------|--|
| AB | Assembly Bill |
| AGOL | ArcGIS Online |
| Bay Area | San Francisco Bay Area |
| BMP | best management practice |
| Caltrans | California Department of Transportation |
| CBP3 | Community-Based Public Private Partnership |
| CCCWP | Contra Costa Clean Water Program |
| CE | Categorical Exemption |
| CEQA | California Environmental Quality Act |
| County | Contra Costa County |
| CWSRF | Clean Water State Revolving Fund |
| DBF | Design-Build-Finance |
| DBFOM-AP | Design-Build-Operate-Maintain-Availability Payment |
| East County Permittees | Antioch, Brentwood, Oakley, and the eastern portions of unincorporated Contra Costa County and the Contra Costa County Flood Control & Water Conservation District |
| EMC | Event Mean Concentrations |
| EPA | United States Environmental Protection Agency |
| Flood Control District | Contra Costa County Flood Control & Water Conservation District |
| Geosyntec | Geosyntec Consultants, Inc. |
| GI | green infrastructure |
| GSI | green stormwater infrastructure |
| HMP | hydromodification management |
| IGP | Industrial General Permit |
| LID | Low Impact Development |
| mg/L | milligrams per liter |
| MOU | Memoranda Of Understanding |
| MRP | Municipal Regional Stormwater NPDES Permit |
| MTC | Metropolitan Transportation Commission |

| | |
|-----------------------|--|
| ng/L | nanograms per liter |
| NPDES | National Pollutant Discharge Elimination System |
| O&M | Operations and Maintenance |
| PBCs | performance-based contracts |
| PCBS | polychlorinated biphenyls |
| POTWs | publicly operated treatment works |
| Project | Regional Compliance For A Sustainable Bay project |
| RAA | Reasonable Assurance Analysis |
| RAC | regional alternative compliance |
| RFPs | Request For Proposals |
| RWSM | Regional Watershed Spreadsheet Model |
| SFEI | San Francisco Estuary Institute |
| SFPUC | San Francisco Public Utilities Commission |
| System Summary Report | Regional Alternative Compliance System Summary Report |
| TAC | Technical Advisory Committee |
| TMDLs | Total Maximum Daily Loads |
| TSS | total suspended solids |
| Water Board | San Francisco Bay Regional Water Quality Control Board |
| WDRs | Waste Discharge Requirements |
| WIFIA | Water Infrastructure Finance And Innovation Act |
| WQIF | Water Quality Improvement Fund |

EXECUTIVE SUMMARY

E.1 Introduction

This Regional Alternative Compliance System Summary Report (System Summary Report) describes the efforts and outcomes of the United States Environmental Protection Agency (EPA) Water Quality Improvement Fund (WQIF) grant-funded Regional Compliance for a Sustainable Bay project (Project). The purpose of this Project is to develop and pilot a regional alternative compliance (RAC) system (referred to as the Contra Costa County RAC System) to achieve the water quality objectives of the San Francisco Bay Municipal Regional Stormwater National Pollutant Discharge Elimination System (NPDES) Permit (MRP; Order No. R2-2022-0018 and future related orders). The MRP incorporates performance standards for new development and redevelopment, as well as requiring control measures to implement the San Francisco Bay Total Maximum Daily Loads (TMDLs) for polychlorinated biphenyls (PCBs) and mercury. The Contra Costa County RAC System is intended to provide a flexible, cost-effective, and scientifically defensible compliance option for addressing the green stormwater infrastructure (GSI)¹ and mercury/PCBs control requirements outlined in the MRP (Provisions C.3, C.11, and C.12, respectively). The Contra Costa County RAC System framework is intended to be easily adaptable by the other San Francisco Bay Area (Bay Area) countywide programs.

E.2 Background Information and System Drivers

The key regulatory driver for regional alternative compliance in Contra Costa County (the County) is the MRP. County Permittees covered under the 2022 MRP include the cities of Clayton, Concord, El Cerrito, Hercules, Lafayette, Martinez, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, and Walnut Creek, the towns of Danville and Moraga, unincorporated Contra Costa County, the Contra Costa County Flood Control and Water Conservation District, along with the cities of Antioch, Brentwood, Oakley, and the eastern portions of unincorporated Contra Costa County and the Contra Costa County Flood Control & Water Conservation District (referred to as the East County Permittees). The East County Permittees are not subject to the San Francisco Bay TMDLs for PCBs and mercury, though they are subject to the Delta Methylmercury TMDL.

The San Francisco Bay Regional Water Quality Control Board (Water Board) reissued the MRP on May 11, 2022 and it became effective on July 1, 2022 (called “MRP 3”). MRP 3 includes new requirements relating to GSI in Provision C.3 as well as revised requirements for meeting TMDL load reductions in Provisions C.11 and C.12. Provision C.3.e allows for Regulated Projects, which must implement low impact development/GSI facilities to treat stormwater runoff generated from the project, the option to treat stormwater runoff off-site. Provision C.3.e includes two options for alternative compliance, and the MRP 3 Fact Sheet² (Attachment A, p A-124), also states:

¹ The 2015 MRP refers to GSI as “green infrastructure.” MRP 3 uses “green stormwater infrastructure.”

² The Fact Sheet for the MRP 3 includes cited regulatory and legal references and additional explanatory information in support of the requirements of the MRP.

“...the Permittees [may] submit new information for an alternative compliance program for exchanges of impervious surface treatment credits at the regional, county, and/or municipal level...”

Consistent with the above, this RAC System Summary Report will be submitted to the Water Board to seek approval of the Contra Costa County RAC System (Contra Costa County RAC System) as another alternative compliance option under MRP Provision C.3.e.

The following key objectives for the Contra Costa County RAC System were developed with input from the Project Steering Committee (comprised of municipal representatives guiding development of the Contra Costa County RAC System) and Advisory Committee (composed of advisory stakeholders that have an interest in future alternative compliance projects):

1. Flexible compliance with the MRP, particularly Provision C.3.b (Regulated Projects), using the Alternative Compliance Provision C.3.e, but potentially also Provision C.3.j (Green Infrastructure Planning and Implementation);
2. Cost efficiencies through implementation of larger stormwater capture projects that provide treatment at a lower cost per acre as well as lower maintenance and inspection costs;
3. Targeted implementation of facilities that can provide higher load reduction benefits toward compliance with the San Francisco Bay PCBs and mercury TMDLs to achieve reductions in MRP Provisions C.11 and C.12;
4. Implementation (i.e., funding, construction, and maintenance) of stormwater capture and water quality improvement projects that provide multiple benefits, including benefits ancillary to those relating to MRP Provisions C.3, C.11, and C.12; and
5. Flexibility to adapt the system to meet future water quality needs.

The proposed Contra Costa County RAC System is expected to qualify as a California Environmental Quality Act (CEQA) compliant document prepared in lieu of an environmental impact report (14 California Code of Regulations § 21080.5[b][2]). Water Board adoption of the Contra Costa RAC System and amendment to the MRP is therefore not anticipated to require additional CEQA review. Implementation of the Contra Costa County RAC System by individual Permittees will require adoption of implementing procedures, such as an ordinance, which is a discretionary action that meets the definition of a project under the CEQA. Because the Contra Costa County RAC System will provide a net environmental benefit for development projects, adoption of an ordinance to implement the RAC System is expected to meet the criteria for a CEQA Categorical Exemption. To address project-specific requirements for CEQA mitigation, the Contra Costa County RAC System includes a certification system that would provide substantial evidence that the mitigation is not deferred, is enforceable, is proportional to the impact being addressed, and have a clear nexus to the impact. Projects implemented as part of the RAC System would be subject to CEQA review, which would need to be completed prior to construction.

E.3 Proposed Contra Costa County RAC System Overview

The proposed Contra Costa County RAC System combines elements from in-lieu payment and (preliminarily) pay-for-performance/Community-Based Public Private Partnership (CBP3) programs. In accordance with MRP Provision C.3.e, participation in the Contra Costa County RAC System would provide Permittees and Regulated Project developers alternative compliance to MRP Provision C.3.b and benefits relating to Provisions C.11 (Mercury controls), C.12 (PCBs Controls), and, as opportunities arise, C.10 (Trash Load Reduction). The Contra Costa County RAC System is intended to be primarily established under MRP 3 Provision C.3.e. These RAC System documents are submitted to the Water Board for a permit amendment, an option identified in the MRP 3 Fact Sheet, and/or confirmation that they are consistent with current MRP 3 C.3.e language. If approved by the Water Board, the Contra Costa County RAC System would be formally recognized under or as compliant with MRP 3 Provision C.3.e.

The Contra Costa County RAC System creates an alternative pathway for C.3.b Regulated Projects to achieve compliance in accordance with MRP Section C.3.e. Instead of constructing Low Impact Development (LID)/GSI facilities on-site, the Regulated Project (i.e., RAC System “buyer”) would make a compliance purchase that would cover capital costs for “Off-Site GSI Projects” that achieve C.3 compliance, and pay an annual ongoing Operations and Maintenance (O&M) fee for the long-term maintenance of the Off-Site GSI Projects. The O&M fee would be levied on the Regulated Project’s onsite parcel. Although the Contra Costa County RAC System has been designed to achieve alternative compliance for Regulated Projects, Permittees seeking purchase of GSI retrofits could also participate as RAC System buyers.

The collected compliance purchase payments (i.e., for capital costs) would be pooled to fund Off-Site GSI Projects located on public or private land in urban areas within Contra Costa County that are certified and maintained through the Contra Costa County RAC System. Collected O&M fees would fund Off-Site GSI Project maintenance. Implementation of the Contra Costa County RAC System is expected to produce TMDL pollutant load reduction benefits through these Off-Site GSI Projects, which are anticipated to be primarily located in older urban and industrial areas demonstrated to have higher levels of PCBs (San Francisco Estuary Institute [SFEI], 2018; Contra Costa Clean Water Program [CCCWP], 2020). The proposed Contra Costa County RAC System is expected to provide:

- Flexible compliance for Permittees and Regulated Project owners;
- Cost savings through economies of scale, realized through implementation of larger regional Off-Site GSI Projects as well as potential cost savings through pay-for-performance or CBP3 contracting mechanisms rather than traditional procurement; and
- Additional water quality and environmental benefits and related TMDL compliance benefits through retrofit of untreated older urban and industrial areas with higher pollutant loading, in addition to the equivalent or increased water quality benefit requirement for Regulated Projects. Due to past development patterns in Contra Costa County, state-identified “Disadvantaged Communities” (DACs) generally overlap with older urban and industrial areas; therefore, retrofits in these areas could provide additional environmental justice benefits.

The Contra Costa County RAC System would be implemented in multiple phases:

1. Phase 1, Initial Pilot Exchanges, occurring concurrently with this Project. This phase entails piloting the RAC System through one or two exchanges and will result in reporting any issues and/or adjustments needed to streamline the System.
2. Phase 2 is anticipated to be a five-year initial roll-out of the RAC System. The objective of Phase 2 is wider acceptance and implementation of the RAC System across Contra Costa County. This phase may include additional studies, agreements, and mechanisms for contracting within Contra Costa County.
3. Phase 3 and beyond would begin after Phase 2 lessons learned have been addressed through RAC System amendments. In this phase, the RAC System would be established and fully operating, with adaptive management procedures in place.

The Contra Costa County RAC System would be primarily administered by the CCCWP, with additional aspects managed by County Permittees and certain fiduciary elements managed by the Contra Costa County Flood Control & Water Conservation District (Flood Control District). The CCCWP administrators are expected to include at least two specific entities:

1. The RAC Subcommittee, which is expected to be made up of volunteer Permittee stormwater program representatives that will make decisions regarding the Contra Costa County RAC System.
2. The RAC System Administrator, who will be responsible for management, financial administration, and reporting requirements for the Contra Costa County RAC System.

Other Contra Costa County RAC System administrators include:

1. County Permittees, which would manage Regulated Project applicants and compliance unit providers that construct Off-Site GSI Projects within their jurisdictional boundaries, facilitate exchanges, and facilitate and/or perform Off-Site GSI Project implementation, certification, O&M, and verification, and
2. The Flood Control District, which is anticipated to act as the fiduciary agent for the ongoing O&M fee.

E.4 Contra Costa County RAC System Compliance Unit and Control Measures

For the purposes of this report, the Contra Costa County RAC System metric is referred to as a “compliance unit.” This is a unit of exchange that can be purchased by buyers seeking alternative compliance with the MRP.

With the use of the compliance purchase approach modeled on the MRP Provision C.3.e in-lieu fee option, the Contra Costa County RAC System compliance unit can be defined using language in subdivision (2) of MRP Provision C.3.e.i as requiring three elements:

1. Hydraulically-sized treatment in accordance with Provision C.3.d with LID/GSI treatment measures of an **equivalent quantity of both stormwater runoff and pollutant loading**, which is referred to as **“Equivalent Acres Greened;”**
2. A net environmental benefit; and
3. A proportional share of the O&M costs of the Off-Site GSI Project, which is referred to as an **“Ongoing O&M fee.”**

Equivalent Acres Greened compliance units generated by Off-Site GSI Projects are calculated based on the Runoff Generating Acres captured and treated by (i.e., tributary to) the Off-Site GSI Projects. Runoff Generating Acres are defined as directly connected impervious areas and 10% of directly connected pervious areas. Each Equivalent Acre Greened compliance unit will have associated compliance unit attributes for rainfall zone and land use (or land use mix), along with impervious area, based on the drainage area(s) of the Off-Site GSI Project.

Allowable treatment types for Off-Site GSI Projects are the systems considered “LID” per the MRP and allowable in in the Contra Costa County Stormwater C.3 Guidebook 7th Edition (CCCWP, 2017), namely bioretention facilities, infiltration facilities, and stormwater capture and use.

For Regulated Projects requiring demonstration of equivalent volume and pollutant loading capture, the required Equivalent Acres Greened to be purchased are calculated as the Runoff Generating Acres for which the owner is seeking alternative compliance, multiplied by a Rainfall Ratio and a Pollutant Ratio. For non-Regulated project buyers (e.g., Permittees seeking Equivalent Acres Greened to meet GSI retrofit needs), the equivalency demonstration is not required and the Equivalent Acres Greened compliance units for purchase are calculated based on the Runoff Generating Acres (or impervious acres) the buyer wishes to purchase.

When Regulated Projects choose to use the Contra Costa County RAC System alternative compliance approach, a net environmental benefit will be provided through a “NEB Ratio” applied to the compliance purchase. The capital compliance purchase is calculated as follows:

$$Purchase_{Compliance} = (Equivalent\ Acres\ Greened \times NEB\ Ratio) \times Cost_{EAG} + Payment_{Administrative}$$

Where:

Equivalent Acres Greened = Required compliance units for equivalency (for Regulated Projects) or desired for purchase (for non-Regulated project buyers)

NEB Ratio = 1.1 for Regulated Projects and 1.0 for non-Regulated Project purchases.

Cost_{EAG} = Equivalent Acre Greened unit cost

Payment_{Administrative} = Administrative payment

Discounts may be applied to the NEB Ratio for certain exchanges that provide an increased net environmental benefit through location or project features.

E.5 System Requirements

Eligible Contra Costa County RAC System buyers are primarily expected to include private and public entity Regulated Project owners/developers seeking compliance with MRP Provisions C.3.c (LID). Contra Costa County RAC System buyers could also include Permittees seeking a means to purchase GSI retrofit acres for C.3.j. Other NPDES-regulated entities could be included as Contra Costa County RAC System buyer participants if opportunities arise as part of Phase 2, or during Phase 3 of the System.

Off-Site GSI Projects would be constructed to generate Equivalent Acres Greened compliance units for sale to the buyers. Off-Site GSI Projects are anticipated to be implemented in multiple phases: (1) design, (2) preliminary approval of appropriate sizing and design to generate compliance units available for exchange (optional), (3) construction, (4) certification, and (5) compliance unit calculation and confirmation. Any public or private entity that can operate within the constraints of the Contra Costa County RAC System and take actions that result in a demonstrable generation of Equivalent Acres Greened may participate in the implementation of Off-Site GSI Projects as compliance unit providers.

The design, implementation, and quantification of benefits³ of Off-Site GSI Projects must be certified upon project completion by the jurisdiction in which the Off-Site GSI Project is located. The Off-Site GSI Project certification process is proposed to follow current Countywide processes, which are consistent with MRP requirements. In certain cases, Equivalent Acres Greened compliance units may be sold up to three years in advance Off-Site GSI Project construction as allowed by the MRP. Once the compliance units generated by an Off-Site GSI Project are approved or certified, they will be available within the Contra Costa County RAC System for exchange, and a buyer can purchase them.

Ongoing O&M of constructed Off-Site GSI Projects is expected to be managed and performed either by the jurisdiction (e.g., City or unincorporated County) in which the Off-Site GSI Project is located or by a contracted compliance unit provider as part of a pay-for-performance or CBP3 process. Ongoing O&M verification of the Off-Site GSI Project's performance, including required site inspections, will also be conducted by the jurisdiction in which the Off-Site GSI Project is located. The Off-Site GSI Project verification process is consistent with current Countywide processes, which follows current MRP requirements.

E.6 Compliance Purchase and O&M Assessment Cost Bases

The Contra Costa County RAC System will be primarily funded on an ongoing basis through compliance purchases. While some "Equivalent Acres Greened" compliance units may be exchanged in advance of Off-Site GSI Project construction, allowing for advance funding, this would only be allowed when there is high certainty that the Off-Site GSI Project would be constructed. Given uncertainty around implementation timelines and the potential for Off-Site GSI Projects to change for a variety of reasons, however, most Off-Site GSI Projects would likely need to be funded or financed upfront to avoid compliance unit risks in the RAC System.

³ It is expected that preliminary quantification of benefits (including Equivalent Acres Greened compliance metrics generated) would occur as part of preliminary review processes and would be confirmed through certification.

A source of upfront funding or financing will be needed to allow for compliance unit generating Off-Site GSI Projects to be implemented.

Compliance purchases made by buyers are calculated using a unit cost for Equivalent Acres Greened compliance units and an administrative payment. It is assumed that the Equivalent Acre Greened unit cost ($Cost_{EAG}$) would be the same for all Contra Costa County RAC System buyers and would represent the average cost to generate an Equivalent Acre Greened compliance unit from Off-Site GSI Projects implemented through the Contra Costa County RAC System. The Equivalent Acre Greened unit cost would be revisited and potentially adjusted on a regular basis. Administrative payments would be developed through fee studies when fee schedules are updated by Permittees and the CCCWP and would cover all staff and/or consultant hours needed to perform the administrative functions. The payment amounts are anticipated to be informed by findings of Phase 1 of the Contra Costa County RAC System.

Participating buyers would voluntarily agree to pay an annual ongoing O&M fee per Equivalent Acres Greened compliance unit at a fixed rate with escalation for inflation. The ongoing O&M fee would cover O&M tasks along with the Flood Control District's administrative costs for maintaining the O&M needs of the Contra Costa County RAC System. The annual ongoing O&M fee would be captured through the property tax associated with the Regulated Project parcel.

E.7 Risk and Uncertainty Management

Identified sources of uncertainty for the Contra Costa County RAC System include: the compliance unit equivalency, through variability of precipitation, pollutant concentration, control measure effectiveness and performance; the costs of constructing and maintaining Off-Site GSI Projects; and market demand for purchasing Equivalent Acres Greened compliance units.

The Contra Costa County RAC System utilizes several mechanisms to manage identified risk and uncertainty that may affect Permittees, compliance unit providers, and environmental outcomes. The Contra Costa County RAC System includes factors in the compliance purchase calculation to provide equivalency, including a rainfall equivalency factor and a pollutant loading equivalency factor. While treatment through control measures could be expected to be variable, any variability in the outcomes of the treatment control measures used for Off-Site GSI Projects is expected to occur at the same rate as those used for on-site Regulated Project treatment. Off-Site GSI certification and ongoing verification processes are intended to provide some certainty that the facility is designed and installed consistent with RAC System requirements and is performing correctly on an ongoing basis.

Off-Site GSI Project construction and maintenance costs are used to set compliance purchase prices and ongoing O&M fees. As these costs can vary widely and change from year to year, the RAC System would average Off-Site GSI Project implementation costs across the RAC System to mitigate design and construction cost variability and allow equitable sale of compliance units. Additionally, increases in Equivalent Acre Greened unit costs would be allowed on an ongoing basis. Similarly, the RAC Administrator will conduct regular examination of the sufficiency of O&M fees and may increase these fees as needed to cover costs.

Market demand is subject to many factors. The RAC System has been designed such that larger-scale regional stormwater capture facilities could be implemented and generate compliance units for exchange. As larger scale facilities have been demonstrated to be more cost effective than smaller scale facilities, it is expected that RAC System participants would realize cost savings for their compliance needs. Compliance cost savings are likely to encourage demand.

E.8 Adaptive Management

Although Phase 2 of the Contra Costa County RAC System has a defined scope for its participants, compliance units, and jurisdiction, the RAC System is envisioned to provide a framework for entities across the San Francisco Bay area to meet water quality goals while generating economic opportunities. Key considerations for scaling up the Contra Costa County RAC System would be identified during regular RAC System evaluation.

It is anticipated that the CCCWP RAC Subcommittee and System Administrator would regularly review, approve, and, if needed, revise aspects of the Contra Costa County RAC System. Preliminarily, it is expected that minor programmatic changes to the Contra Costa County RAC System would be updated in internal RAC System Documents but would not require policy related changes. However, any changes to the RAC System that could affect water quality outcomes would require updates to permit language during the normal permit reissuance processes or an amendment to the MRP.

Adaptive management of the implementation of the Off-Site GSI Projects would be required at both the project level and programmatically as more Projects are constructed. At the programmatic level, the Contra Costa County RAC System Fund may be evaluated regularly by the CCCWP RAC System Administrator to address issues including, but not limited to, Contra Costa County RAC System costs exceeding compliance purchase revenue. The Contra Costa County RAC System must include a process to regularly evaluate the sufficiency of the compliance purchase amount—particularly the Equivalent Acre Greened unit cost and the administrative payment—and to adjust the compliance purchase amounts as needed.

E.9 Overview of Contra Costa County RAC System Tracking Tool

Tracking of Off-Site GSI Projects, including certification, Equivalent Acres Greened compliance units generated, compliance units exchanged, and ongoing verification of Off-Site GSI Projects will be tracked using the Contra Costa County RAC System Tracking Tool. Regulated Project participants will also be tracked in the County's current ArcGIS Online (AGOL) stormwater tracking tool, which is used for all C.3 projects.

A RAC System Tracking Tool is being developed for the Contra Costa County RAC System by the SFEI. The RAC System Tracking Tool will include a comprehensive database to track components of the RAC System and relate RAC System components to existing tracking tools. The components tracked will include:

- Information about Off-Site GSI Projects, including certification, verification, and compliance unit tracking. Project drainage area size and characteristics would also be tracked.

- Regulated Project information from the County’s existing AGOL database. Project drainage area size and characteristics would also be tracked.
- Exchange Information, including compliance units exchanged and compliance purchase amounts.
- O&M fee tracking, potentially linked to Flood Control District tracking systems.

The System Tracking Tool will include an accounting system that provides tracking of generated compliance units, compliance purchase amounts, and whether and when payments were made. Reporting will be completed by the System Administrator in accordance with the requirements of the Water Board and MRP 3. Information regarding implemented Off-Site GSI Projects, certification, verification, exchanges, and ongoing O&M will be readily available in the System Tracking Tool. It is anticipated that this data would be extracted for annual reports using a defined process based on established reporting requirements.

E.10 Contra Costa County RAC System Template Documents

The Contra Costa County RAC System templates and forms were designed to build on existing processes, forms, and tracking systems where possible. The CCCWP has developed several standard templates and forms for Regulated Project design review, construction inspection, and O&M verification that have been incorporated into the documents required for RAC System certification, verification, and tracking.

The Contra Costa County RAC System templates/forms document all aspects of the RAC System, including:

- The Regulated Project’s use of the alternative (off-site) compliance option;
- The Off-Site GSI Project, including:
 - Facility attributes;
 - Design review, construction inspection, and certification;
 - Ongoing O&M and O&M verification;
- Exchange details, including total compliance units and equivalency; and
- Necessary agreements and/or resolutions among participants in the System.

E.11 Contra Costa County RAC System Next Steps

This RAC System Summary Report describes the proposed Contra Costa County RAC System structure that is envisioned to be implemented during Phase 2 (i.e., initial System roll-out). Following completion of this RAC System Summary Report and prior to initiating Phase 2, one to two Phase 1 pilot exchanges will be conducted to test key components of the proposed Contra Costa County RAC System structure. Any lessons learned during the Phase 1 pilot exchanges will be integrated into the Final Program Documents used to guide Phase 2, anticipated to begin in 2023. Phase 2 will be launched after submittal of a formal package to include or approve the RAC System as an option under Provision C.3.e.

It is envisioned that Phase 2 will include required studies, approvals, and agreements and will result in RAC System exchanges by 2026. After the Phase 2 establishment period and implementation of required RAC System adjustments and amendments, the RAC System will shift into Phase 3, during which the RAC System will be fully operational. Based on the anticipated schedule, the Contra Costa County RAC System will be in Phase 3, fully established and operational, by 2029 to 2030.

1. INTRODUCTION

This Regional Alternative Compliance System Summary Report (System Summary Report) describes the efforts and outcomes of the United States Environmental Protection Agency (EPA) Water Quality Improvement Fund (WQIF) grant-funded Regional Compliance for a Sustainable Bay project (Project). The purpose of this Project is to develop and pilot a regional alternative compliance (RAC) system (referred to as the Contra Costa County RAC System) to achieve the water quality objectives of the San Francisco Bay Municipal Regional Stormwater National Pollutant Discharge Elimination System (NPDES) Permit (MRP; Order No. R2-2018-0022 and future related orders). The MRP incorporates performance standards for new development and redevelopment, as well as requiring control measures to implement the San Francisco Bay Total Maximum Daily Loads (TMDLs) for polychlorinated biphenyls (PCBs) and mercury. The Contra Costa County RAC System is intended to provide a flexible, cost-effective, and scientifically defensible compliance option for addressing the green stormwater infrastructure⁴ (GSI) and mercury/PCBs control requirements outlined in the MRP (Provisions C.3, C.11, and C.12, respectively). The Contra Costa County RAC System framework is intended to be easily adaptable by the other San Francisco Bay Area (Bay Area) countywide programs.

This RAC System Summary Report has been developed through technical and legal analyses and discussions with technical, regulatory, legal, and stakeholder advisors and a Permittee steering committee. The Steering Committee and the Consultant Team comprise the Project Team. Project advisory committees engaged in the development of this Summary Report include:

- **Steering Committee**—The Steering Committee is comprised of representatives from the Cities of San Pablo, Walnut Creek, and Richmond, and Contra Costa County, who are guiding development of the Contra Costa County RAC System.
- **Advisory Committee**—The Advisory Committee is comprised of advisory stakeholders that have an interest in (regional) alternative compliance projects. The Advisory Committee includes representatives from Alameda County, San Mateo County, Santa Clara County, Solano County (Fairfield-Suisun and Vallejo), Marin County, Sonoma County, and Napa County stormwater programs, along with the California Department of Transportation (Caltrans), Port of Oakland, and San Francisco Public Utilities Commission (SFPUC) stormwater staff.
- **Technical Advisory Committee (TAC)**—The TAC is comprised of technical, regulatory, and legal experts that advise on specific issues or questions that arise as part of the Project.

⁴ Green Stormwater Infrastructure (GSI) is infrastructure that uses vegetation, soils, and natural processes to manage water and create healthier urban environments. At the scale of a city or county, GSI refers to the patchwork of natural areas that provides habitat, localized flood protection, cleaner air, and cleaner water. At the scale of a neighborhood or site, GSI refers to stormwater management systems that mimic nature by capturing and storing water. When used for Regulated Project compliance under MRP Provision C.3, GSI must be engineered and sized to meet permit specifications.

This RAC System Summary Report describes the key Contra Costa County RAC System drivers and objectives, the proposed RAC System approach and rationale, and key definitions and considerations for RAC System components. This Summary Report includes the following sections:

- Section 2 describes Contra Costa County RAC System drivers and regulatory background.
- Section 3 provides an overview of the proposed Contra Costa County RAC System, including the rationale for the alternative compliance approach, System components, and administrative roles.
- Section 4 includes a description of the Contra Costa County RAC System metric and allowable control measures.
- Section 5 provides details regarding Contra Costa County RAC System requirements, including eligibility rules and certification and verification processes.
- Section 6 describes the proposed compliance purchase cost setting approach.
- Section 7 discusses Contra Costa County RAC System risk and uncertainty considerations and management.
- Section 8 introduces Contra Costa County RAC System adaptive management.
- Section 9 provides an overview of the Contra Costa County RAC System Tracking Tool.
- Section 10 describes key Contra Costa County RAC System templates.

2. BACKGROUND INFORMATION

2.1 RAC System Drivers

The key regulatory driver for regional alternative compliance in Contra Costa County (the County) is the MRP. The MRP and other Contra Costa County RAC System drivers are described in the following sections.

2.1.1 Municipal Regional Permit

NPDES permit requirements associated with Phase I municipal stormwater programs and Permittees in the Bay Area are included in the MRP, which was issued by the San Francisco Bay Regional Water Quality Control Board (Water Board) to 76 entities, including cities, counties, and flood control districts, in 2009 (MRP 1.0), reissued in 2015 (MRP 2.0), revised in 2019, and most recently reissued in 2022 (MRP 3). Contra Costa County Permittees covered under the 2022 MRP reissuance include the cities of Clayton, Concord, El Cerrito, Hercules, Lafayette, Martinez, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, and Walnut Creek, the towns of Danville and Moraga, unincorporated Contra Costa County, the Contra Costa County Flood Control & Water Conservation District (Flood Control District), and the cities of Antioch, Brentwood, Oakley. The 2019 MRP revision added the cities of Antioch, Brentwood, Oakley, and the eastern portions of unincorporated Contra Costa County and the Contra Costa County Flood Control & Water Conservation District (referred to as “the East County Permittees”). The East County Permittees are located within the jurisdiction of the Central Valley Regional Water Quality Control Board (Region 5) and were previously covered under a separate Joint Municipal NPDES Permit titled “East Contra Costa County Municipal NPDES Permit.” See Figure 1 for the County, Permittee, and Regional Board jurisdictional boundaries. The East County Permittees are not subject to the San Francisco Bay TMDLs for PCBs and mercury, though they are subject to the Delta Methylmercury TMDL.

MRP Provision C.3 requires specifies categories of new development and redevelopment projects (i.e., Regulated Projects) that must include low impact development (LID) source control, site design, on-site stormwater treatment (Provisions C.3.c-d), and hydromodification management measures (Provision C.3.g). Provision C.3 also specifies the certification and operation and maintenance (O&M) requirements for these measures (Provision C.3.f and C.3.h). Allowable LID stormwater treatment measures (also known as green infrastructure [GI] or GSI) for Regulated Projects are stormwater treatment facilities that capture stormwater for harvesting and use, infiltration, evapotranspiration, and/or biotreatment, and must be sized per numeric sizing criteria specified in the MRP. MRP Provision C.3.e allows Regulated Projects the option to treat stormwater runoff off-site. Provision C.3.e includes two options for alternative compliance:

“The Permittees may allow a Regulated Project to provide alternative compliance with Provision C.3.b in accordance with one of the two options listed below:

(1) Option 1: LID Treatment at an Offsite Location

Treat a portion (this portion may be zero; Permittees should treat as much onsite as possible) of the amount of runoff identified in Provision C.3.d for the Regulated Project's drainage area with LID treatment measures onsite or with LID treatment measures at a joint stormwater treatment facility and treat the remaining portion of the Provision C.3.d runoff with LID treatment measures at an Offsite Project⁵ in the same watershed⁶. The offsite LID treatment measures must provide hydraulically-sized treatment (in accordance with Provisions C.3.d and C.3.g, as appropriate) of an equivalent quantity of both stormwater runoff and pollutant loading and achieve a net environmental benefit.

(2) Option 2: Payment of In-Lieu Fees

Treat a portion (this portion may be zero; Permittees should treat as much onsite as possible) of the amount of runoff identified in Provision C.3.d for the Regulated Project's drainage area with LID treatment measures onsite or with LID treatment measures at a joint stormwater treatment facility and pay equivalent in-lieu fees⁷ to treat the remaining portion of the Provision C.3.d runoff (and comply with Provision C.3.g, as appropriate) with LID treatment measures at a Regional Project⁸ or Offsite Project. The Regional Project must achieve a net environmental benefit, through a net increase in impervious surface treated, and/or a net reduction in flow and/or pollutant load.

(3) For the alternative compliance options described in Provision C.3.e.i.(1) and (2) above (Options 1 and 2), all Offsite Projects and Regional Projects must be completed within three years after the end of construction of the Regulated Project. However, the timeline for completion of an Offsite Project or Regional Project may be extended, up to five years after the completion of the Regulated Project, with prior Executive Officer approval."

The MRP 3 Attachment A, Fact Sheet⁹ (p A-124), also states:

⁵ MRP 3 includes the following definition: "**Offsite Project** – A stormwater treatment facility that discharges into the same watershed as the Regulated Project and is located at a different public or private parcel or property (e.g., right-of-way) from the Regulated Project."

⁶ "The same watershed" is assumed for the purposes of this System Summary Report to be the San Francisco Bay watershed.

⁷ MRP 3 includes the following definition: "**In-lieu fees** – Monetary amount necessary to provide both hydraulically-sized treatment (in accordance with Provision C.3.d) with LID treatment measures of an equivalent quantity of stormwater runoff and pollutant loading, and a proportional share of the operation and maintenance costs of the Offsite Project or Regional Project."

⁸ MRP 3 includes the following definition: "**Regional Project** – A regional or municipal stormwater treatment facility that captures runoff from a drainage area larger than the parcel on which it is located and discharges into the same watershed as the Regulated Project."

⁹ The MRP 3 Fact Sheet includes cited regulatory and legal references and additional explanatory information in support of the requirements of the MRP.

“During the Permit term, the Permittees may submit new information for an alternative compliance program for exchanges of impervious surface treatment credits at the regional, county, and/or municipal level, resulting in offsite treatment or payment for equivalent offsite compliance for 100 percent of the required Provision C.3.c-d stormwater runoff (and Provision C.3.g, as appropriate).

Any such program should include at least the following: a clear organizational framework; demonstration of the treatment of an equivalent quantity of both stormwater runoff and pollutant loading (e.g., through the equivalent or net increase in impervious surface treated, and the equivalent or net reduction in flow and/or pollutant load, but not necessarily in the same watershed) and the achievement of net environmental benefit; an accounting and reporting system; a process for collection and timely use of funds; compliance with Provisions C.3.c-d and C.3.f-h; program oversight by an entity or entities; and expectations for timing and location. If or when such a program proposal is submitted, the Water Board will consider the new information and may consider amending the Permit to include a third option in Provision C.3.e.i that formally recognizes and allows the program specified in the proposal. This is in part a response to the City of San Pablo-led U.S. EPA Water Quality Improvement Fund (WQIF)-funded Regional Compliance for a Sustainable Bay project, which is investigating such a program that would facilitate alternative compliance exchanges between Permittees within Contra Costa County, but may be of interest in other counties and regionally.”

Consistent with the above, this RAC System Summary Report is submitted to the Water Board as part of a formal process seeking approval of the Contra Costa County RAC System as another alternative compliance option under Provision C.3.e.

The program components that fulfill the required elements listed in the MRP 3 Fact Sheet are highlighted throughout this RAC System Summary Report and are summarized in Table 1.

Table 1: Summary of Proposed Program Submittal Requirements

| MRP 3 Fact Sheet Requirement for Proposed Program Submittal | Location(s) in System Summary Report |
|--|--|
| A clear organizational framework | <ul style="list-style-type: none"> • Section 3.1 and 3.3 |
| Demonstration of the treatment of an equivalent quantity of both stormwater runoff and pollutant loading (e.g., through the equivalent or net increase in impervious surface treated, and the equivalent or net reduction in flow and/or pollutant load, but not necessarily in the same watershed) and the achievement of net environmental benefit | <ul style="list-style-type: none"> • Section 4 |
| An accounting and reporting system | <ul style="list-style-type: none"> • Section 5.6 • Section 5.7 • Section 9 |
| A process for collection and timely use of funds | <ul style="list-style-type: none"> • Section 5.4 • Section 6.3 • Section 6.5 |
| Compliance with Provisions C.3.c-d and C.3.f-h | <ul style="list-style-type: none"> • Section 3.2.4 • Section 4.2 • Section 5.6 • Section 5.7 |
| Program oversight by an entity or entities | <ul style="list-style-type: none"> • Section 3.4 • Section 8.2 • Section 8.3 |
| Expectations for timing and location | <ul style="list-style-type: none"> • Section 3.3 • Section 11 |

In addition to LID/GSI requirements for Regulated Projects, MRP 3 includes specific numeric goals for acres to be retrofit with GSI for each Permittee. Permittees may meet their total individual retrofit requirements on a Countywide basis, although each Permittee must implement a GSI project treating no less than 0.2 acres of impervious surface. The Countywide GSI retrofit requirement is 57.32 acres. Non-Regulated projects and green infrastructure beyond the minimum required by Provision C.3.d for a Regulated Project may be counted towards the numeric GSI retrofit requirements. If a non-Regulated Project or Regulated Project (beyond the minimum required by Provision C.3.d) GSI/LID is later used as part of an Alternative Compliance exchange to offset the treatment required by a Regulated Project, then it may no longer be counted towards the Provision C.3.j.GSI retrofit requirements.

MRP Provisions C.11 and C.12 require implementation of control programs for mercury and PCBs, respectively, consistent with the San Francisco Bay mercury and PCBs TMDLs. The required control programs include load reduction assessment, source control measures, treatment control measures, measures to reduce risk to consumers of Bay Area fish, and reporting on all these measures. Challenges with cost-efficient compliance with Provisions C.11 and C.12 treatment control requirements on an individual Permittee basis is another driver for the Contra Costa County RAC System, as described in Section 2.1.2.

The MRP 3 Provisions C.11.c and C.12.c require the Permittees to implement treatment control measures, diversion to wastewater treatment facilities, GSI associated with redevelopment, or

other control measures to achieve mercury and PCBs load reductions. Contra Costa County Permittees must comply with this provision through implementation of control measures treating 664 acres of old industrial land use area (Countywide) using 70 percent efficient treatment control measures, or a larger area using less effective control measures.

The East County Permittees are not subject to the PCBs and mercury TMDLs, although they have been implementing PCBs and mercury control measures in collaboration with the Contra Costa County Permittees located within the Water Board Region 2 jurisdiction. MRP 3 Provision C.19 incorporates requirements for the East County Permittees related to the Sacramento-San Joaquin Delta Estuary Methylmercury TMDL. The East Contra Costa Methylmercury Control Measure Plan and Reasonable Assurance Analysis report describes a plan and schedule for reducing East County Permittee methylmercury loads (Geosyntec Consultants, Inc. [Geosyntec], 2022). The East County Permittees need to implement GSI projects and other control measures within the Marsh Creek watershed to make progress towards the Delta methylmercury TMDL waste load allocation.

In addition to Provisions C.3, C.11, C.12, and C.19 discussed above, the Contra Costa County RAC System could provide localized benefits relating to Provision C.10, Trash Load Reduction requirements, though these benefits would not be exchanged through the RAC System.

2.1.2 Additional System Drivers

Additional Contra Costa County RAC System drivers include the limited resources available to manage stormwater across the County and the high cost to achieve compliance with MRP requirements. The estimated costs for Permittees to comply with MRP 3 are significant. The estimated cost to treat the public GSI project area identified in the Contra Costa TMDL Control Measure Plan ranges from \$915 million to \$1.884 billion (Contra Costa Clean Water Program [CCCWP], 2020). The Permittees are faced with these compliance costs even while municipal stormwater program funding is typically inadequate to cover existing storm drain infrastructure maintenance. A system that could provide compliance cost savings and additional benefits would be helpful for Countywide stormwater water quality and infrastructure management.

In addition to limited financial resources, the PCBs TMDL presents unique challenges when considering compliance at an individual Permittee level. Although the Permittees are allocated a PCBs waste load by the TMDL on a population basis, according to monitoring and regional modeling conducted by the San Francisco Estuary Institute (SFEI) and modeling conducted for the County Reasonable Assurance Analysis (RAA), the PCBs load is not distributed evenly across the County (Geosyntec, 2019; CCCWP, 2020). As a result, targeted management of PCBs is a more efficient and effective means of meeting compliance requirements, rather than investing in control measures based on jurisdictional population. Targeted management would entail Countywide investment of PCBs control measures in specific locations that achieve the highest load reductions. A regional alternative compliance approach (e.g., the proposed Contra Costa County RAC System) that can provide economies of scale while supporting targeted treatment in areas of higher PCBs loading would enable a more regionally efficient means of addressing the TMDL compliance targets.

2.2 Contra Costa County RAC System Objectives

The following key objectives for the Contra Costa County RAC System were developed with input from the Steering Committee and Advisory Committee:

1. Flexible compliance with the MRP, particularly Provision C.3.b (Regulated Projects), using the Alternative Compliance Provision C.3.e, but potentially also Provision C.3.j (Green Infrastructure Planning and Implementation);
2. Cost efficiencies through implementation of larger stormwater capture projects that provide treatment at a lower cost per acre as well as lower maintenance and inspection costs;
3. Targeted implementation of facilities that can provide higher load reduction benefits toward compliance with the San Francisco Bay PCBs and mercury TMDLs to achieve reductions in MRP Provisions C.11 and C.12;
4. Implementation (i.e., funding, construction, and maintenance) of stormwater capture and water quality improvement projects that provide multiple benefits, including benefits ancillary to those relating to MRP Provisions C.3, C.11, and C.12; and
5. Flexibility to adapt the system to meet future water quality needs.

2.3 Environmental Review Approach

The California Environmental Quality Act (CEQA) requires state and local government agencies to inform decision makers and the public about potential environmental impacts of proposed projects, and to mitigate any significant environmental effects to the extent feasible. CEQA defines a “project” as an activity that: (1) is a discretionary action by a governmental agency, and (2) will either have a direct or reasonably foreseeable indirect impact on the environment (Pub. Res. Code, § 21065). This section discusses the approach to CEQA compliance for each of the following stages of the Contra Costa County RAC System:

1. Water Board approval of the Contra Costa County RAC System (i.e., through a permit amendment or letter recognizing the RAC System is consistent with current MRP Provision C.3.e).
2. Adoption of local ordinances or other regulatory mechanism that allows implementation of the Contra Costa County RAC System.
3. Using the Contra Costa County RAC System as CEQA mitigation for development projects.
4. Approval of projects that will generate “compliance units” for exchange under the Contra Costa County RAC System.

2.3.1 Water Board Approval of the Contra Costa County System

In order to implement the Contra Costa County RAC System, the Water Board would need to amend the MRP to approve the Contra Costa County System as an alternative compliance option under Provision C.3.e. The Water Board amendment to the MRP would require compliance with

CEQA. The proposed Contra Costa County RAC System could be used as a CEQA compliant document in lieu of an environmental impact report, which would satisfy Water Board CEQA compliance (14 California Code of Regulations § 21080.5[b][2]). Water Board adoption of the Contra Costa RAC System is therefore not anticipated to require additional CEQA review.

2.3.2 CEQA Considerations for Adoption of Local Ordinance

Regulated development projects must comply with MRP Provision C.3 by implementing on-site mitigation (i.e., LID/GSI stormwater control measures) or approved off-site mitigation on a case-by-case basis. Implementation of the Contra Costa County RAC System would require adoption of implementing procedures by the MRP Permittees (i.e., the towns and cities within Contra Costa County, County Costa County, and the Flood Control District), such as an ordinance, that would allow use of the Contra Costa County RAC System for MRP compliance. The adoption of an ordinance or other regulatory mechanism to implement the Contra Costa County RAC System is a discretionary action that meets the definition of a project under CEQA because the activity is capable of causing a direct or reasonably foreseeable indirect physical change in the environment.¹⁰ MRP Provision C.3.e specifically requires that alternative compliance for regulated projects “achieve a net environmental benefit.” The Contra Costa County RAC System has been designed to provide a net environmental benefit for development projects, as discussed further in Sections 3.3 and 4.3 of this report. Because the Contra Costa County RAC System by design would provide a net environmental benefit for development projects, adoption of an ordinance to implement the RAC System is expected to meet the criteria for a CEQA Categorical Exemption (CE). The following categorical exemptions may apply: Class 7 CE Actions Taken by Regulatory Agencies for Protection of Natural Resources or Class 8 CE Actions Taken by Regulatory Agencies for the Protection of the Environment.

2.3.3 CEQA Considerations for Mitigation

The Contra Costa County RAC System would allow for development of projects that would require mitigation in one jurisdiction, such as a municipality and projects that would generate credits and serve as mitigation in other jurisdictions. Where the Contra Costa County RAC System is applied as mitigation to address project impacts, the mitigation must meet the requirements of CEQA Guidelines 15126.4, which requires mitigation to be enforceable,¹¹ not deferred,¹² roughly proportional to the impact, and have a clear nexus to the impact. To address these requirements for CEQA mitigation, the Contra Costa System, as defined herein, includes a

¹⁰ Union of Medical Marijuana Patients, Inc. v. City of San Diego, S238563, p. 32

¹¹ Mitigation measures must be fully enforceable through permit conditions, agreements, or other legally-binding instruments. In the case of the adoption of a plan, policy, regulation, or other public project, mitigation measures can be incorporated into the plan, policy, regulation, or project design.

¹² The specific details of a mitigation measure, however, may be developed after project approval when it is impractical or infeasible to include those details during the project's environmental review, provided that the agency (1) commits itself to the mitigation, (2) adopts specific performance standards the mitigation will achieve, and (3) identifies the type(s) of potential action(s) that can feasibly achieve that performance standard and that will be considered, analyzed, and potentially incorporated in the mitigation measure. Compliance with a regulatory permit or other similar process may be identified as mitigation if compliance would result in implementation of measures that would be reasonably expected, based on substantial evidence in the record, to reduce the significant impact to the specified performance standards.

certification system that would provide substantial evidence that the mitigation is not deferred, is enforceable, and is proportional to the impact being addressed. The Contra Costa County RAC System certification process incorporates these requirements by ensuring that the compliance unit-generating projects exist in order to avoid deferral of mitigation and provide equivalent (proportional) pollution reduction to offset the impact. The Contra Costa County RAC System design also includes adequate enforcement mechanisms to meet the requirements of CEQA and avoid the need for separate pollution reduction mitigation where the Contra Costa County RAC System is used.

2.3.4 CEQA Considerations for Off-Site Mitigation Projects that Generate Compliance Units

Projects that are implemented to generate compliance units (i.e., Off-Site GSI Projects) would be subject to CEQA review because the projects would have a physical environmental effect. The lead agency for review of the Off-Site GSI Projects would be the agency with jurisdiction over the project, based on its location or funding, and is typically the same agency responsible for approving the project. Where multiple agencies would be required to issue approvals for a project, the agency with the greatest responsibility for supervising or approving the project as a whole should be the lead agency (CEQA Guidelines Section 15051[b]). The lead agency is usually the agency with general governmental powers, such as a city or county, rather than a single-purpose agency, such as a water district. The CEQA review for Off-Site GSI Projects would need to be completed prior to Off-Site GSI Project construction and certification.

3. PROPOSED CONTRA COSTA COUNTY RAC SYSTEM OVERVIEW

The **clear organizational framework** for the proposed Contra Costa County RAC System (as identified for proposed program submittal per MRP 3 Fact Sheet) is described in Section 3.1 – 3.3. Section 3.4 describes **program oversight by administrative entities**. Section 3.2.4. describes how the System may provide **compliance with MRP Provision C.3.g**.

3.1 Proposed Contra Costa County RAC System

The proposed Contra Costa County RAC System combines elements from in-lieu payment and (preliminarily) pay-for-performance/Community-Based Public Private Partnership (CBP3) programs. In accordance with MRP Provision C.3.e, participation in the Contra Costa County RAC System would provide Permittees and Regulated Project developers alternative compliance to MRP Provision C.3.b, and benefits relating to Provisions C.11 (Mercury controls), C.12 (PCBs Controls), and, as opportunities arise, C.10 (Trash Load Reduction). The proposed Contra Costa County RAC System is intended to be primarily established under MRP 3 Provision C.3.e, and RAC System documents are submitted to the Water Board as part of a permit amendment process, an option identified in the MRP 3 Fact Sheet, and/or confirmation that the RAC System is consistent with the current MRP 3 Provision C.3.e. If approved by the Water Board through the formal permit amendment process, the Contra Costa County RAC System would be formally recognized under MRP 3 Provision C.3.e.

The proposed RAC System approach was selected through input from the Steering Committee, the TAC, the Advisory Committee, and preliminary legal review, as described in Section 3.2. The proposed Contra Costa County RAC System is illustrated in Figure 2. A Regulated Project typically proceeds with the treat on-site track (“A” in Figure 2) and includes planning review, construction of on-site LID/GSI facilities, certification of on-site facilities, and ongoing O&M by the Regulated Project owner. The Contra Costa County RAC System creates a second optional pathway for C.3 compliance for Regulated Projects (“B” in Figure 2). Instead of constructing LID/GSI facilities on-site, the Regulated Project owner would make a “compliance purchase” and agree to annual ongoing O&M fees levied on the Regulated Project parcel, for a specified number of “compliance units.”

The compliance purchase would cover capital costs for “Off-Site GSI Projects” that generate compliance units and are located on public or private land in urban areas within Contra Costa County. The collected funds from compliance purchases (i.e., to fund Off-Site GSI Project capital costs) would be pooled by the Contra Costa County RAC System, and would cover implementation and certification of Off-Site GSI Projects, along with RAC System administrative functions. The annual ongoing O&M fees would cover ongoing O&M and verification of Off-Site GSI Projects.

The Contra Costa County RAC System is expected to achieve TMDL load reduction benefits through the construction of Off-Site GSI Projects, which are anticipated to be primarily located in older urban and industrial areas known to have higher levels of PCBs (SFEI, 2018; CCCWP, 2020).

The proposed Contra Costa County RAC System is expected to provide:

- Flexible compliance for Permittees and Regulated Project owners;
- Cost savings through economies of scale realized through implementation of larger regional Off-Site GSI Projects as well as potential cost savings through using pay-for-performance or CBP3 contracting mechanisms rather than traditional procurement; and
- Additional water quality and environmental benefits and related TMDL compliance benefits through retrofit of untreated older urban and industrial areas with higher pollutant loading and application of equivalent or increased water quality benefit requirements for Regulated Projects.

The Contra Costa County RAC System would be implemented in at least three phases:

1. Phase 1, Initial Pilot Exchanges, occurring concurrently with this Project. This phase entails piloting the RAC System through a small number (1-2) of compliance unit exchanges, and will result in reporting any issues and/or adjustments that are needed to streamline the System.
2. Phase 2 is anticipated to be a five-year initial roll-out of the RAC System. The objective of Phase 2 is the wider acceptance and implementation of the RAC System across Contra Costa County. This phase may include additional studies, agreements, and mechanisms for contracting within the County.
3. Phase 3 and beyond would begin after Phase 2 lessons learned have been addressed through RAC System amendments. In this phase, the RAC System would be established and fully operating, with adaptive management procedures in place.

3.2 Rationale for Selection

3.2.1 Compliance Purchases

The Contra Costa County RAC System is envisioned to meet compliance needs for MRP Permittees and private developers subject to Provision C.3 development and redevelopment requirements. Offset crediting approaches, such as those documented in the Regional Alternative Compliance System Literature Review (City of San Pablo, 2020), were considered early in the Contra Costa County RAC System development. It was determined, however, that although offset crediting would be plausible for addressing GSI requirements and is allowed through MRP Provision C.3.e.i(1), a market-based approach would not be appropriate for addressing mercury and PCBs TMDL due to limited buyer demand for stand-alone load reduction metrics.

The Contra Costa County RAC System will operate with a “compliance purchase” approach. The compliance purchase approach was developed in the model of an in-lieu payment (i.e., fee) approach, currently allowed per MRP Provision C.3.e.i(2), and utilizes language from this option for program definitions¹³. Compliance purchases would be pooled to administer and fund the implementation of Off-Site GSI Projects to provide compliance with the LID/GSI requirements

¹³ Though language from C.3.e.i(2) is used, following successful completion of the proposed permit amendment process described, the Contra Costa County RAC System would be formally recognized as a separate option in MRP 3 Provision C.3.e.

of Provision C.3 and provide a “net environmental benefit.” In the future, non-GSI projects addressing other benefits could be incorporated into the Contra Costa County RAC System as it continues to evolve and additional buyers are identified (Section 3.3.1).

The recommended compliance purchase approach, modeled from an in-lieu payment approach, was defined consistent with input from the Project technical advisors, Steering Committee, TAC, and the Advisory Committee, who voiced the need for the Contra Costa County RAC System to be simple and to provide a means for flexible compliance, increased multiple benefits, and cost efficiencies. The compliance purchase approach, and the resulting Off-Site GSI Projects, managed through the Contra Costa County RAC System, allows for a simplified process for certification, verification, and tracking. A pay-for-performance or CBP3 contracting approach could be utilized to incentivize cost-effective project implementation.

Per MRP Provision C.3.e, Off-Site (GSI) Projects may be completed within three years after the end of construction of the Regulated Project. The RAC System may allow for sale of Equivalent Acres Greened units up to three years in advance of completion of the Off-Site GSI Project if there is a high level of certainty that project will be installed and would address the water quality impact caused by the Regulated Project. For advance sale of compliance units, tracking will be implemented as part of the program to ensure that the compliance units meet all legal and CEQA requirements for mitigation.

3.2.2 Integration into Existing Compliance Programs

The launch and ongoing administration of water quality programs may require substantial resources for program costs and infrastructure. Technical advisors cautioned the Project Team early in the Contra Costa County RAC System development that these program costs have undermined the cost-saving objectives of several early water quality programs and that reducing program costs would be essential for the RAC System’s success. In response, the Contra Costa County RAC System has been developed in a manner that minimizes these program costs through integration with existing Permittee MRP C.3 LID/GSI compliance programs and existing administrative infrastructure and resources. This is expected to not only reduce program costs for the Contra Costa County RAC System, but would also reduce barriers to entry for Permittees familiar with the existing compliance programs and resources. The Contra Costa County RAC System is proposed to utilize existing staff and tools by aligning resource-intensive System processes, such as certification, verification, and tracking, with requirements in the existing MRP. See Sections 3.3.2.1, 5.6, and 5.7 for an overview of these processes.

3.2.3 Considerations for System Metric

For the purposes of this report, the Contra Costa County RAC System metric is referred to as a “compliance unit.” This is a unit of exchange that can be purchased by buyers seeking alternative compliance with the MRP (or, potentially, other NPDES permits). With the use of the compliance purchase approach modeled on the MRP Provision C.3.e in-lieu fee option, the Contra Costa County RAC System compliance unit can be defined using language in MRP Provision C.3.e.i and the MRP 3 Fact Sheet (Section 2.1) as requiring three elements:

1. Hydraulically-sized treatment in accordance with Provision C.3.d with LID/GSI treatment measures of an **equivalent quantity of both stormwater runoff and pollutant loading**, which is referred to as **“Equivalent Acres Greened;”**
2. A net environmental benefit; and
3. A proportional share of the O&M costs of the Off-Site GSI Project, which is referred to as an **“Ongoing O&M fee.”**

In order to demonstrate equivalent or better treatment of runoff and pollutant loading, analyses were conducted to define ratios and RAC System rules that must be applied when “Equivalent Acres Greened” compliance units are purchased via a compliance purchase. The Contra Costa County RAC System ratios and rules are expected to result in implementation of GSI primarily in older urban and industrial areas that, for the most part, currently discharge untreated stormwater to receiving waters, and additionally to result in a net increase in impervious surface treated. Implementation of GSI in higher polluting areas has been demonstrated to result in overall improvements to water quality.

In addition to the Contra Costa County RAC System compliance unit stormwater runoff and pollutant loading equivalency demonstration, the Off-Site GSI Projects generating compliance units must be maintained on a regular basis. The Contra Costa County RAC System compliance unit is further described in Section 4 of this document.

3.2.4 Hydromodification Management

At this time, it is not expected that Regulated Projects subject to hydromodification management requirements (Provision C.3.g) would participate in the first phase of the Contra Costa County RAC System. See Figure 1 for a map of areas in the County where hydromodification management requirements apply for Regulated Projects that meet the acreage threshold (i.e., one acre impervious surface added or replaced). Provision C.3.g.ii (HM Standard) specifically requires:

*“Stormwater discharges from HM Projects shall not cause an increase in the erosion potential of the **receiving stream** over the pre-project (existing) condition. Increases in runoff flow and volume shall be managed so that post- project runoff shall not exceed estimated pre-project rates and durations, where such increased flow and/or volume is likely to cause increased potential for erosion of creek beds and banks, silt pollutant generation, or other adverse impacts on beneficial uses due to increased erosive force.”*

Hydromodification management requirements focus specifically on limiting the impacts to the receiving stream of the Regulated Project. Therefore, any Off-Site GSI Project or other off-site project implemented to address hydromodification would need to be built within a constrained geographic area, such that it addresses impacts to the same receiving stream.

While there could be some unique situations where implementation of off-site hydromodification management measures could serve multiple Regulated Projects in an innovative fashion (e.g., where an in-stream measure could be used for a currently impacted and unstable channel, in partnership with a local non-profit), these situations are highly site specific. If these projects are

constructed as part of the Contra Costa County RAC System, there may be a need for a project-specific compliance purchase amount (i.e., capital cost) and ongoing O&M fee. Additionally, if water quality is not incorporated into the hydromodification management focused off-site project, a Regulated Project purchasing hydromodification management units would need to make a separate compliance purchase and pay an ongoing O&M fee for water quality compliance. The potential future hydromodification “track” is included in the Contra Costa County RAC System schematic diagram in Figure 3 to demonstrate how this track would integrate with the rest of the RAC System.

Alternatively, Regulated Projects subject to hydromodification management requirements that are meeting Provision C.3.g could participate in the Contra Costa County RAC System solely for water quality compliance needs. For example, the Regulated Project would install hydromodification management control measures on-site (i.e., that do not also comply with the GSI/LID and sizing requirements of MRP Provisions C.3.c and C.3.d) and purchase RAC System compliance units for water quality.

3.3 Contra Costa County RAC System Components

The main components of the Contra Costa County RAC System are described in this section. The hydromodification track, introduced in Figure 3 as a potential future addition to the Contra Costa County RAC System, is not included in this section and would be developed in System Phase 3 or later.

3.3.1 RAC System “Buyers”

Contra Costa County RAC System “buyers” are primarily expected to include Regulated Project owners/developers located within Contra Costa County seeking compliance with MRP Provisions C.3.c-d, f, and h (LID/GSI). Contra Costa County RAC System buyers could also include Permittees seeking Equivalent Acres Greened compliance units for Regulated Projects or to meet GSI retrofit acres required by MRP 3, or other non-Regulated project buyers located within Contra Costa County.

While Off-Site GSI Projects are expected to be located such that they provide enhanced TMDL load reduction benefits (as compared to on-site stormwater treatment), because there are other control measures for TMDL load reductions that may cost less, there is not expected to be substantial demand for Equivalent Acres Greened compliance units purchased solely for TMDL compliance purposes. Consequently, other entities subject to the TMDLs, such as publicly operated treatment works (POTWs) or industrial facilities, are also not expected to be interested in purchasing the Equivalent Acres Greened compliance units solely to meet their TMDL compliance requirements.

The amount of future development that would ultimately participate in the Contra Costa County RAC System is difficult to predict, not least because the level of participation is dependent on the implementation and roll-out of the RAC System. Because uncertain demand can impede a program’s launch and success, one approach to provide Equivalent Acres Greened compliance unit demand in the early implementation phase is to launch the Contra Costa County RAC System with a Programmatic Demand (i.e., a minimum amount of compliance units guaranteed to be purchased, and recommended to be purchased by Permittees during the RAC System Phase

2). Additional information regarding this potential approach, along with development projection information, is provided in Section 6.2. There is potential for the Contra Costa County RAC System to be expanded to other interested buyers in the future (Figure 4). See Section 5.2 for additional details regarding other potential future buyers.

3.3.2 Off-Site GSI Projects

Off-Site GSI Projects would be constructed and certified within Contra Costa County to generate Equivalent Acres Greened compliance units for sale to the RAC System buyers. See Section 4.2.1 for details regarding allowable control measures for Off-Site GSI Projects. Off-Site GSI Projects are expected to be implemented through public and/or private “compliance unit providers” or “sellers.” The RAC System would include a pre-screening application process to allow for preliminary approval of compliance units generated, which compliance unit providers may complete for this assurance prior to conducting design, construction, and certification of Off-Site GSI Projects. Unit providers who do not complete the pre-screening application process would still be eligible to request certification of compliance units generated from Off-Site GSI Projects they have constructed, though they run the risk that the constructed project has not addressed an issue required for certification that could have been identified through pre-screening.

Following preliminary review (if the pre-screening application process is conducted), and approval from the private property owner (if located on private land), Off-Site GSI Projects would undergo typical construction approval processes by the jurisdiction in which the proposed facility is to be located, including required CEQA review and plan review, and begin construction. The jurisdiction in which the Off-Site GSI Project is located would certify the project following installation, and the compliance units generated would be available for exchange through the RAC System. See additional details for certification in Section 5.2.

In some cases, compliance units may be exchanged prior to full construction of the Off-Site GSI Project. The RAC System Administrator would likely only allow this when there is high certainty that the Off-Site GSI Project would be implemented, for example, the Project has been fully designed, approved, has completed the pre-screening process, and is funded or has a clear plan for funding. In these instances, compliance units would be exchanged up to three years in advance and would be fully certified after the Off-Site GSI Project has been constructed.

3.3.2.1 Off-Site GSI Project Certification, Verification, and Tracking

The jurisdiction in which the Off-Site GSI Project is located would certify the Off-Site GSI Project and quantification of benefits¹⁴ to make the compliance units available within the Contra Costa County RAC System for exchange. In some cases, compliance units could be available for exchange in advance of Off-Site GSI Project implementation, after review and approval of the design and quantification of benefits. If compliance units are available in advance of Off-Site GSI Project certification, the same jurisdiction would be responsible for certifying implementation upon project completion. The Off-Site GSI Project certification process is

¹⁴ It is expected that preliminary quantification of benefits (including Equivalent Acres Greened compliance metrics generated) would occur as part of preliminary review processes and would be confirmed through certification.

proposed to follow current County processes, which are consistent with MRP requirements, and is described in further detail in Section 5.4 and Attachment B.

The jurisdiction in which the Off-Site GSI Project is located would conduct ongoing O&M verification of the Off-Site GSI Project's performance, including required site inspections. The Off-Site GSI Project verification process has also been developed to be consistent with current County processes, which are compliant with MRP requirements, and is described in Section 5.5.

Tracking of Off-Site GSI Projects is expected to primarily be conducted by the jurisdiction in which the Off-Site GSI Project is located. Information tracked would include certification, total Equivalent Acres Greened compliance units generated, compliance units exchanged, and ongoing verification of Off-Site GSI Projects and their associated compliance units. The Contra Costa County RAC System Tracking Tool is described in Section 9 and Appendix A. The RAC System Tracking Tool would also be used to track documentation from the certification and verification processes, as well as provide transparency and accountability to the public.

Regulated Project participants would also be tracked in the County's current ArcGIS Online (AGOL) tracking tool, as described in Sections 5.5 and 5.6.

3.3.2.2 Ongoing Off-Site GSI Project Operation and Maintenance

Ongoing O&M of constructed Off-Site GSI Projects is expected to be managed and performed either by the jurisdiction in which the Off-Site GSI Project is located and/or by a contracted compliance unit provider as part of a pay-for-performance or CBP3 contracting process (Section 6.3.3). In either case, funds for ongoing O&M are proposed to be collected through an ongoing O&M fee (Sections 4.6 and 6.7).

3.3.3 Net Environmental Benefit

MRP Provision C.3.e requires a Net Environmental Benefit to be provided when Regulated Projects use the alternative compliance approach. Net Environmental Benefit has been incorporated into the compliance metrics, as described in Section 4. To ensure a Net Environmental Benefit, an "NEB Ratio" is applied to the in-lieu fee (see Sections 3.3.4 and 4.3). Collected funds associated with the NEB Ratio would, for the initial roll-out of the program (i.e., Phase 2), be directed towards generating additional Equivalent Acres Greened compliance units through Off-Site GSI Projects. The additional Equivalent Acres Greened compliance units associated with the NEB Ratio for each exchange would provide a net increase in impervious surface treated and a net reduction in pollutant load.

Following Phase 2 of the Contra Costa County System, the NEB Ratio may also be directed towards an expanded list of projects and programs beyond additional Equivalent Acres Greened compliance metrics generated through Off-Site GSI Projects to address future water quality objectives.

3.3.4 Compliance Purchases

3.3.4.1 One-Time Compliance Purchase

The one-time compliance purchase (in contrast to the ongoing O&M fee) is calculated based on the amount of Equivalent Acres Greened compliance units that are exchanged, plus an Administrative Payment. The amount of Equivalent Acres Greened compliance units needed for each exchange is calculated based on the Regulated Project area and land use type, as described

in Section 4. This amount of Equivalent Acres Greened compliance units is then multiplied by the NEB Ratio, to demonstrate “net environmental benefit,” before being multiplied by the Equivalent Acre Greened unit cost ($Cost_{EAG}$). The resulting compliance purchase is calculated as:

$$Purchase_{Compliance} = (Equivalent\ Acres\ Greened \times NEB\ Ratio) \times Cost_{EAG} + Payment_{Administrative}$$

The Equivalent Acre Greened unit cost is envisioned to be developed through a cost study led and/or commissioned by the CCCWP RAC Subcommittee, and would be consistent for all participants in the Contra Costa County RAC System. While participation in the Contra Costa County RAC System and payment for a corresponding compliance purchase is optional, and therefore not subject to the requirements of Assembly Bill (AB) 1600, the cost study would be developed using similar methods to those required by AB 1600 to allow for transparency in how the Equivalent Acre Greened unit cost is developed.

The administrative payment would include monetary charges for CCCWP System Administrator, along with charges by the jurisdiction in which the Regulated Project is located. Administrative payment amounts would be developed through studies when fee schedules are updated by Permittees and will cover all staff and/or consultant hours, along with materials and overhead, to perform administrative functions needed for the Contra Costa County RAC System. This process is anticipated to be informed by Phase 1 and is further described in Section 6.4.2.

Compliance purchases would be collected by the jurisdiction in which Regulated Project participant(s) are located. After deducting the administrative payment for the jurisdiction in which the Regulated Project is located, the remaining compliance purchase payment would be transferred to and pooled by the CCCWP System Administrators. See Sections 3.4 and 6.5 for further detail on fund administration and management.

3.3.5 Ongoing O&M Fee

Participating buyers would pay an annual ongoing O&M fee to pay for long-term maintenance of the Off-site GSI Projects that generate compliance units. Based on an analysis of possible mechanisms for the ongoing O&M fee, it is preliminarily proposed that these fees would be levied through a Community Facilities District. The ongoing O&M fee would be set to include the costs of LID/GSI facility O&M and associated administrative costs. The Community Facilities District would disburse pooled O&M funds to entities when proof of completed O&M is received. O&M activities and payments would be documented through the RAC System Tracking Tool. See Section 4.6 for further detail regarding the ongoing O&M fee and potential Community Facilities District structure.

3.4 Summary of Preliminary Administrative Structure

As the Contra Costa County RAC System encompasses many participants and cities across the County, the administration of the RAC System would involve many public entities and additional coordination with private participants. The Contra Costa County RAC System is envisioned to be primarily administered by the CCCWP, with additional aspects managed by County Permittees and the Flood Control District. All entities involved are expected to engage in agreements relating to their participation in the RAC System. Additionally, Permittees

implementing the Contra Costa County RAC System within their jurisdiction would be expected to update their stormwater ordinances to include the RAC System (Model Stormwater Ordinance language for the Contra Costa County RAC System is provided in Appendix C-1) and complete a Participant Memorandum of Understanding (MOU, see Appendix C-2).

The CCCWP administrators are expected to include at least two specific entities:

1. The RAC Subcommittee, which is expected to be made up of volunteer Permittee stormwater program representatives that would make decisions regarding the Contra Costa County RAC System.
2. The RAC System Administrator, who would perform management, financial administration of the Contra Costa County RAC System, RAC System Tracking Tool management, and complete reporting.

Other Contra Costa County RAC System administrators include:

1. County Permittees, which would manage Regulated Project applicants and compliance unit providers that construct Off-Site GSI Projects within their jurisdictional boundaries, facilitate exchanges, and facilitate and/or perform Off-Site GSI Project implementation, certification, O&M, and verification, and
2. The Flood Control District, which is anticipated to act as the fiduciary agent for the ongoing O&M fee.

Table 2: Summary of System Administrative Entities, Roles, and Responsibilities

| System Entity | System Role | System Responsibility |
|---------------------|------------------|--|
| Clean Water Program | RAC Subcommittee | <ul style="list-style-type: none"> • Create and update Off-Site GSI Project prioritization criteria for RAC System. • Review and approve Off-Site GSI Project applications from compliance unit providers. • Review and approve contractors hired to implement Off-Site GSI Projects and/or serve as a pay-for-performance or CBP3 contractor. • Determine administrating agency for contractors. • Solicit and/or review applicable cost studies for the RAC System. • RAC System adaptive management including (see Section 8): <ul style="list-style-type: none"> ○ Participating in RAC System Strategy Meetings, ○ Making recommendations on RAC System priorities and technical needs, ○ Reviewing and recommending regular cost updates, and ○ Developing an as-needed list of RAC System amendments on a regular basis. |

| System Entity | System Role | System Responsibility |
|------------------------|---|--|
| Clean Water Program | System Administrator | <ul style="list-style-type: none"> • Pool compliance purchase payments and disburse to compliance unit provider(s) for Off-Site GSI Project implementation. • Manage and complete reporting for the RAC System. • Manage RAC System Tracking Tool (e.g., managing Tracking Tool operator, quality assurance/quality control). • Enter data into RAC System Tracking Tool for non-Regulated project buyers and exchanges. • Perform functions to be determined for the RAC System Community Facilities District (potentially including O&M fee pooling, disbursement, cost adjustments, and/or reporting). • Perform required annual reporting in compliance with the MRP. • Conduct recommended adaptive management including: <ul style="list-style-type: none"> ○ Amend RAC System in response to future permit reissuances, and/or ○ Enact other identified RAC System revisions recommended by RAC Subcommittee. |
| Flood Control District | Community Facilities District Fiduciary Agent and/or Administrator TBD | <ul style="list-style-type: none"> • Levy and collect the ongoing O&M fee. • Perform other functions to be determined for the RAC System Community Facilities District (potentially including O&M fee pooling, disbursement, cost adjustments, and/or reporting). |
| Permittees | Exchange Facilitator; Certifying Entity; Verifying Entity | <ul style="list-style-type: none"> • For Regulated Projects: <ul style="list-style-type: none"> ○ Application review and approval of Regulated Project owners interested in participating in the Contra Costa County RAC System. ○ Calculation and/or confirmation of compliance purchase amounts. ○ Collection of compliance purchase payments and transfer of compliance purchase payments (deducting jurisdiction-specific administrative payments) to the CCCWP RAC System Administrator. ○ Enter Regulated Project participant data into RAC System Tracking Tool. • For Off-Site GSI Projects: <ul style="list-style-type: none"> ○ Approve applications. ○ Perform plan checks. ○ Conduct certification and verification processes. ○ Perform ongoing O&M. ○ Enter Off-Site GSI Projects in RAC System Tracking Tool. • Notify participants and public of amendments to the RAC System Framework or preapproved list of control measures. |

These administrative roles are also shown visually in Figure 5. Additional information about certification and verification processes are provided in Sections 5.4 and 5.5.

3.5 RAC System Next Steps

Next steps for the Contra Costa County RAC System will include successful completion of initial pilot exchanges, and lessons learned applied to the launch of RAC System Phase 1. Prior to launching Phase 2, the RAC System will be submitted to the Water Board as part of a formal amendment process. The intent of this process would be to formally adopt the RAC System as an alternative compliance option under MRP 3. During RAC System Phase 2, which is intended to be a fully operating program, adaptive management practices will be conducted on an ongoing basis as described in Section 8. Additional details regarding the submittal for permit amendment or approval under the current MRP 3 Provision C.3.e language, along with other next steps for Contra Costa County RAC System Phase 2, are provided in Section 11.

4. CONTRA COSTA COUNTY RAC SYSTEM COMPLIANCE UNIT DEFINITION AND CONTROL MEASURES

The **demonstration of the treatment of an equivalent quantity of both stormwater runoff and pollutant loading and achievement of net environmental benefit** for the proposed Contra Costa County RAC System (as required for proposed program submittal per MRP 3 Fact Sheet), provided by clear definitions of the Contra Costa County RAC System metric (i.e., compliance unit) and allowable control measures, is described in this section. Additionally, descriptions of how the compliance unit is defined to provide **compliance with MRP Provisions C.3.c-d** are also included in this section.

4.1 Compliance Unit Definition

Using MRP Provision C.3.e language, the Contra Costa County RAC System compliance unit includes three parts:

1. Equivalent Acres Greened;
2. A Net Environmental Benefit; and
3. An ongoing O&M fee.

This section describes how the three parts of the compliance unit are defined for the Contra Costa County RAC System.

4.2 Equivalent Acres Greened

Equivalent Acres Greened is the portion of the Contra Costa County RAC System compliance unit that would be generated through Off-Site GSI Projects. For Regulated Projects, Equivalent Acres Greened compliance units purchased must meet the Provision C.3.e requirement of “hydraulically sized treatment in accordance with Provision C.3.d with LID/GSI treatment measures of an equivalent quantity of both stormwater runoff and pollutant loading.” The Provision C.3.d sizing and LID/GSI treatment measure requirements would also apply to compliance units purchased by non-Regulated projects through the Contra Costa System. See Section 4.2.1 for the facility-specific RAC System compliance unit requirements.

Regulated Project owners participating in the Contra Costa County RAC System must purchase compliance units that meet the Provision C.3.e requirement of providing “equivalent quantity of both stormwater runoff and pollutant loading” to an on-site facility (Section 4.2.3). However, non-Regulated project buyers that choose to participate in the Contra Costa County RAC System do not need to purchase compliance units that meet equivalent volume and equivalent pollutant loading requirements and would instead purchase compliance units on the basis of runoff-generating area (Section 4.2.2).

Compliance units are defined on an area basis to allow for easier calculation of compliance units (i.e., so that volume modeling is not required for each buyer) and to provide more equity between different buyers relating to the quantity of compliance units they need to purchase. Volume differences across the County are addressed at a coarser level using a Rainfall Ratio (see Section 4.2.3). The RAC System compliance unit calculation is intended provide

conservatism in the amount of total runoff volume that is exchanged (consistent with MRP C.3.e equivalence requirements). As the RAC System is launched and implemented, periodic “volume audits” will be conducted using more detailed hydrologic modeling to ensure that the ratios are working as intended and sufficient volume is exchanged through the RAC System.

The Equivalent Acres Greened calculation for all buyers, along with a summary of the Equivalent Acres Greened calculation, is described in Section 4.2.4.

4.2.1 Treatment (“Greened”) Requirements and Allowable Control Measures

4.2.1.1 Off-Site GSI Project Sizing Requirements

Equivalent Acres Greened are generated through treatment by Off-Site GSI Projects sized to capture the MRP-defined volume hydraulic design basis or the MRP-defined flow hydraulic design basis. MRP Provision C.3.d. Numeric Sizing Criteria for Stormwater Treatment Systems includes:

(1) Volume Hydraulic Design Basis – Treatment systems whose primary mode of action depends on volume capacity shall be designed to treat stormwater runoff equal to:

(a) The maximized stormwater capture volume for the area, on the basis of historical rainfall records, determined using the formula and volume capture coefficients set forth in Urban Runoff Quality Management, WEF Manual of Practice No. 23/ASCE Manual of Practice No. 87, (1998), pages 175–178 (e.g., approximately the 85th percentile 24-hour storm runoff event); or

(b) The volume of annual runoff required to achieve 80 percent or more capture, determined in accordance with the methodology set forth in Section 5 of CASQA’s Stormwater Best Management Practice Handbook, New Development and Redevelopment (2003), using local rainfall data.

(2) Flow Hydraulic Design Basis – Treatment systems whose primary mode of action depends on flow capacity shall be sized to treat:

(a) 10 percent of the 50-year peak flow rate;

(b) The flow of runoff produced by a rain event equal to at least two times the 85th percentile hourly rainfall intensity for the applicable area, based on historical records of hourly rainfall depths; or

(c) The flow of runoff resulting from a rain event equal to at least 0.2 inches per hour intensity.

(3) Combination Flow and Volume Design Basis – Treatment systems that use a combination of flow and volume capacity shall be sized to treat at least 80 percent of the total runoff over the life of the project, using local rainfall data.

In order for the generated Equivalent Acres Greened to be available for exchange, the review and approval process must include verification that the Off-Site GSI Projects are sized in accordance with the C.3.d requirements. This must be confirmed through certification processes.

4.2.1.2 Allowable Control Measures for Off-Site GSI Projects

Properly-sized control measure types allowable for Off-Site GSI Projects generating Equivalent Acres Greened are those included in the Contra Costa County Stormwater C.3 Guidebook 7th Edition (CCCWP, 2017) and considered low impact development or LID per the MRP.

Allowable treatment facilities include:

- **Bioretention facilities**—Bioretention captures runoff in a shallow vegetated reservoir on a mulched biotreatment soil media surface, then filters the runoff through plant roots and biologically active soil mix (which removes pollutants), into a gravel layer. From the gravel layer, runoff ultimately infiltrates to the subsurface or is conveyed through an underdrain to the storm drain system.
- **Flow-through planters**—Flow through planters include vegetation and soil media similar to bioretention but are contained within a concrete box and are designed to discharge all treated runoff.
- **Dry wells and infiltration basins**—Infiltration-based facilities take advantage of rapidly-draining soils to capture and infiltrate large amounts of stormwater runoff to the subsurface. Infiltration facilities are only feasible where soils with sufficiently high infiltration rates are present and where there are no subsurface hazards that could be impacted by infiltration (i.e., adequate depth to groundwater, and no geotechnical hazards or subsurface contamination).

Other allowable facility types not specifically included in the C.3 Guidebook include properly sized tree well facilities and suspended pavement systems, which filter runoff vertically at a 5 inch-per-hour loading rate, contain vegetation, and perform similarly to bioretention, as well as stormwater capture and use. In addition to the control measures listed, the C.3 Guidebook also includes a “Cistern + Bioretention Facility” and “Bioretention + Vault Facility;” these facility combinations are intended to manage both hydromodification and water quality (CCCWP, 2017). While allowable, it is expected that these types of facilities would not be used in Phase 2 of the Contra Costa County RAC System because of the additional cost required for sizing to hydromodification standards. Self-treating and self-retaining control measures may be eligible to generate Equivalent Acres Greened compliance units with justification from compliance unit providers.

Control measures other than those listed could be used to generate Equivalent Acres Greened compliance units if compliance unit generators can demonstrate that the facilities are designed consistent with the C.3 Guidebook requirements (CCCWP, 2017) and provide equivalent volume capture and pollutant load reduction performance as the listed control measures. It is expected that Phase 2 of the Contra Costa County RAC System would limit allowable control measures to LID/GSI facilities only. Non-LID/GSI facility types could be considered in the future through Contra Costa County RAC System adaptive management protocol to address future water quality objectives (Section 8).

4.2.2 Runoff Generating Acres

Runoff Generating Acres form the base unit of the Equivalent Acres Greened calculation. For the RAC System, “Runoff Generating Acres” are calculated based on the impervious and pervious surfaces that generate runoff, and may be different than the effective impervious area. In some cases, runoff coefficients may be different for different impervious surfaces throughout the County. Runoff Generating Acres include 100% of directly-connected impervious surfaces and 10% of pervious surfaces within a given drainage area. The assumption that impervious acres and 10% of pervious surfaces generate runoff is consistent with the “Treatment Only” (i.e., GSI) runoff factors for pervious surfaces in the Contra Costa C.3 Technical Manual Table 3-2 (CCCWP, 2017). The runoff coefficient of 10% of pervious surfaces is also validated through the hydrology model developed for the County’s RAA for mercury and PCBs, developed in compliance with MRP Provisions C.11 and C.12 (CCCWP, 2020). Details regarding the RAA validation of the 10% runoff coefficient for pervious surfaces are provided in Appendix B.

For Regulated Projects (i.e., to calculate Equivalent Acres Greened required to be purchased), this calculation would be conducted for the untreated proposed development footprint. For Off-Site GSI Projects (i.e., to calculate the amount of Equivalent Acres Greened generated), this calculation would be performed for the portion(s) of the delineated Drainage Area(s) tributary to the Off-Site GSI Project that is not treated by upstream facilities. The total Runoff Generating Acres are calculated as:

$$\text{Runoff Generating Acres} = \text{Acres}_{\text{Impervious}} + (0.1 \times \text{Acres}_{\text{Pervious}}) \quad \text{Eq. 4-1}$$

For Off-Site GSI Projects, Equivalent Acres Greened compliance units generated are calculated as included in Equation 4-2, providing that the Off-Site GSI Project is sized per MRP Provision C.3.e.

$$\text{Equivalent Acres Greened}_{\text{Generated}} = \text{Runoff Generating Acres}_{\text{Off-Site GSI Facility}} \quad \text{Eq. 4-2}$$

Each Equivalent Acre Greened compliance unit (or portion of a unit) generated by an Off-Site GSI Project would have a rainfall zone, land use, and imperviousness associated with it (i.e., as compliance unit attributes) based on the geospatial location of the Drainage Area generating the compliance units. An Off-Site GSI Project may have multiple different Drainage Areas that are tributary to different control measures or facilities that make up the overall Off-Site GSI Project. In the current Contra Costa County C.3 Manual, these different areas are called “drainage management areas” or DMAs (CCCWP, 2017). As a result, different compliance units generated by an Off-Site GSI Project may have different attributes associated with them. These attributes would be associated with each generated Equivalent Acre Greened compliance unit and tracked in the RAC System Tracking Tool.

For Regulated Projects, the Equivalent Acres Greened compliance units required to be purchased is calculated based on the Regulated Project’s Runoff Generating Acres along with a Rainfall Ratio and Pollutant Ratio, described in Section 4.2.3. For non-Regulated Project buyers, Equivalent Acres Greened compliance units do not require a Rainfall Ratio and Pollutant Ratio and may be purchased based on the desired number of Runoff Generating Acres or impervious acres desired for purchase.

4.2.3 Equivalent Volume and Pollutant Loading

The Equivalent Acres Greened compliance units purchased by Regulated Projects must meet the equivalent volume and pollutant loading requirements when comparing the Regulated Project drainage area to the (previously untreated) drainage area(s) of the compliance unit-generating Off-Site GSI Project(s). These elements are defined as follows:

1. Equivalent Volume – Achieved when equivalent **Runoff Generating Acres** are exchanged and there is **equivalent or higher rainfall** associated with the Equivalent Acres Greened compliance units as compared to rainfall at the Regulated Project. If equivalent or higher rainfall is not associated with the Equivalent Acres Greened compliance units as compared to the Regulated Project purchasing those compliance units, a Rainfall Ratio is applied to demonstrate equivalent volume (Section 4.2.3.1).
2. Equivalent Pollutant Loading – Achieved when **equivalent volume** is demonstrated and there are **equivalent or higher pollutant concentrations** (based on land use) associated with the Equivalent Acres Greened, as compared to land uses within the Regulated Project drainage area. If equivalent or higher pollutant loading is not associated with the Equivalent Acres Greened compliance units as compared to the Regulated Project, a Pollutant Ratio is applied to demonstrate equivalent pollutant loading (Section 4.2.3.2).

Equivalent volume and equivalent pollutant loading are summarized in Figure 6. The calculations to determine equivalent volume and equivalent pollutant loading are described in further detail in the following sections.

4.2.3.1 Equivalent Rainfall

Rainfall varies widely throughout the County. Providing that equivalent Runoff Generating Acres are purchased by the Regulated Project, there must be equivalent rainfall associated with the compliance units purchased to meet the equivalent volume demonstration. Using PRISM 30-year annual normal precipitation values, average annual rainfall zones have been identified across the County (Figure 7) (PRISM Climate Group, 2023).

If the rainfall zone associated with the Equivalent Acre Greened compliance units generated within a Drainage Area tributary to an Off-Site GSI Project is different than the rainfall zone associated with the Regulated Project purchasing the compliance units, a rainfall ratio (i.e., exchange ratio¹⁵ that includes rainfall considerations) must be applied to the Runoff Generating Acres of the Regulated Project as part of the compliance unit calculation to achieve the equivalent volume demonstration for the exchange.

The Rainfall Ratio is calculated based on the proportional difference in rainfall between the Regulated Project and the location of the Off-Site GSI Project generating the Equivalent Acre(s) Greened, rounded to the nearest 10%. The Rainfall Ratio is used to demonstrate equivalent

¹⁵ Exchange ratios are numeric values that adjust generated compliance units from an Off-Site GSI Project to account for environmental and programmatic needs to reduce compliance liability for participants in the RAC System. These are adapted from market-based programs where ratios are used to address calculation uncertainty, exchange equivalence, and net water quality benefit.

volume is captured at the Off-Site GSI Project as would have been captured by an on-site GSI facility at the Regulated Project. The minimum Rainfall Ratio allowable by the Contra Costa County RAC System is 1.0.¹⁶ The Rainfall Ratio is calculated as:

$$\text{Rainfall Ratio} = \text{Rainfall}_{\text{Regulated Project}} / \text{Rainfall}_{\text{Equivalent Acre Greened Unit}} \quad \text{Eq. 4-3}$$

A matrix of Rainfall Ratios for all combinations of compliance unit exchanges in Contra Costa County is provided in Table 3.

Once identified, the Rainfall Ratio is applied to Regulated Project Runoff Generating Acres to calculate Equivalent Volume Acres required for purchase, as follows:

$$\text{Equivalent Volume Acres} = \text{Runoff Generating Acres}_{\text{Regulated Project}} \times \text{Rainfall Ratio} \quad \text{Eq. 4-4}$$

¹⁶ The 1.0 minimum Rainfall Ratio allows more Equivalent Acres Greened compliance units to be available for purchase at the minimum cost and limits the potential for bias towards purchasing Equivalent Acres Greened compliance units generated in higher rainfall zones.

Table 3: Rainfall Ratio Matrix for Rainfall Zones Across the County

| Exchange Ratio Matrix | | Equivalent Acres Greened Annual Average Rainfall Zone ¹ (inches) | | | | | | | | | | | | | | | | | | | |
|---|-----|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | | ≤13 | ≤14 | ≤15 | ≤16 | ≤17 | ≤18 | ≤19 | ≤20 | ≤21 | ≤22 | ≤23 | ≤24 | ≤25 | ≤26 | ≤27 | ≤28 | ≤29 | ≤30 | ≤31 | ≤32 |
| Regulated Project Annual Average Rainfall Zone (inches) | ≤13 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| | ≤14 | 1.1 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| | ≤15 | 1.2 | 1.1 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| | ≤16 | 1.2 | 1.1 | 1.1 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| | ≤17 | 1.3 | 1.2 | 1.1 | 1.1 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| | ≤18 | 1.4 | 1.3 | 1.2 | 1.1 | 1.1 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| | ≤19 | 1.5 | 1.4 | 1.3 | 1.2 | 1.1 | 1.1 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| | ≤20 | 1.5 | 1.4 | 1.3 | 1.3 | 1.2 | 1.1 | 1.1 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| | ≤21 | 1.6 | 1.5 | 1.4 | 1.3 | 1.2 | 1.2 | 1.1 | 1.1 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| | ≤22 | 1.7 | 1.6 | 1.5 | 1.4 | 1.3 | 1.2 | 1.2 | 1.1 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| | ≤23 | 1.8 | 1.6 | 1.5 | 1.4 | 1.4 | 1.3 | 1.2 | 1.2 | 1.1 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| | ≤24 | 1.8 | 1.7 | 1.6 | 1.5 | 1.4 | 1.3 | 1.3 | 1.2 | 1.1 | 1.1 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| | ≤25 | 1.9 | 1.8 | 1.7 | 1.6 | 1.5 | 1.4 | 1.3 | 1.3 | 1.2 | 1.1 | 1.1 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| | ≤26 | 2.0 | 1.9 | 1.7 | 1.6 | 1.5 | 1.4 | 1.4 | 1.3 | 1.2 | 1.2 | 1.1 | 1.1 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| | ≤27 | 2.1 | 1.9 | 1.8 | 1.7 | 1.6 | 1.5 | 1.4 | 1.4 | 1.3 | 1.2 | 1.2 | 1.1 | 1.1 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| | ≤28 | 2.2 | 2.0 | 1.9 | 1.8 | 1.6 | 1.6 | 1.5 | 1.4 | 1.3 | 1.3 | 1.2 | 1.2 | 1.1 | 1.1 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| | ≤29 | 2.2 | 2.1 | 1.9 | 1.8 | 1.7 | 1.6 | 1.5 | 1.5 | 1.4 | 1.3 | 1.3 | 1.2 | 1.2 | 1.1 | 1.1 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| | ≤30 | 2.3 | 2.1 | 2.0 | 1.9 | 1.8 | 1.7 | 1.6 | 1.5 | 1.4 | 1.4 | 1.3 | 1.3 | 1.2 | 1.2 | 1.1 | 1.1 | 1.0 | 1.0 | 1.0 | 1.0 |
| | ≤31 | 2.4 | 2.2 | 2.1 | 1.9 | 1.8 | 1.7 | 1.6 | 1.6 | 1.5 | 1.4 | 1.3 | 1.3 | 1.2 | 1.2 | 1.1 | 1.1 | 1.1 | 1.0 | 1.0 | 1.0 |
| | ≤32 | 2.5 | 2.3 | 2.1 | 2.0 | 1.9 | 1.8 | 1.7 | 1.6 | 1.5 | 1.5 | 1.4 | 1.3 | 1.3 | 1.2 | 1.2 | 1.1 | 1.1 | 1.1 | 1.0 | 1.0 |
| ≤33 | 2.5 | 2.4 | 2.2 | 2.1 | 1.9 | 1.8 | 1.7 | 1.7 | 1.6 | 1.5 | 1.4 | 1.4 | 1.3 | 1.3 | 1.2 | 1.2 | 1.1 | 1.1 | 1.1 | 1.0 | |

¹ Determined based on location of compliance unit-generating Off-site GSI Project drainage area.

4.2.3.2 *Equivalent Pollutant Loading*

In addition to the equivalent volume requirement for Regulated Project participants, as covered in Section 4.2.3.1, the Off-Site GSI Project (i.e., which is generating Equivalent Acres Greened compliance units) must also provide capture and treatment of equivalent pollutant load for compliance with MRP C.3.e. Pollutant load reduction achieved through a GSI facility can be calculated as the difference between the influent load and the effluent load.

It is anticipated that the control measures implemented as Off-Site GSI Projects would primarily include bioretention facilities, other facilities that use filtration media such as planter boxes, and, where feasible, infiltration-based facilities. Facilities that are designed to infiltrate the MRP Provision C.3.d required volume remove stormwater runoff and any entrained pollutants and therefore consistently do not produce treated effluent for the design runoff volume.

Filtration-based facilities have been demonstrated to exhibit a relatively consistent effluent concentration with little to no dependence on influent concentration, especially for sediment-bound pollutants. For example, media filters tend to produce relatively consistent effluent concentrations that are independent of influent concentration because sediment is typically removed within the first few inches of media (Barrett, 2005). These effluent outcomes have also been observed from analyzing International Stormwater Best Management Practice (BMP) Database data; as a result, Leisenring et al. (2013) recommended using a constant effluent concentration when modeling the removal of total suspended solids (TSS) and particulate-bound pollutants for sand filters and bioretention cells.

Given that the anticipated control measures are likely to achieve similar effluent concentrations for a wide range of influent concentrations typical of urban runoff, similar influent load must be treated by the Off-Site GSI Project to achieve equivalent or increased reduction in pollutant load as compared to what would have been achieved by an on-site GSI facility located at the Regulated Project. For the Contra Costa County RAC System, equivalent influent pollutant loading between the Regulated Project and the Drainage Area(s) of the Off-Site GSI Project generating the compliance units exchanged is demonstrated based on PCBs and TSS land use-based loading.¹⁷ Mercury is not included as one of the pollutants to demonstrate equivalency as one of the main sources of mercury is atmospheric deposition and is therefore more distributed across different land use types. This was demonstrated in SFEI's calibration of the Regional Watershed Spreadsheet Model (RWSM), where a relatively even distribution of mercury concentrations over different land uses was found, consistent with the "conceptual understanding of the diffuse nature of [mercury] sources in the landscape and the influence of atmospheric deposition" (Wu et al., 2016). Additionally, mercury, which is typically sediment-bound, is assumed to be reduced when TSS has been reduced in stormwater control measures.

If the PCBs loading and the TSS loading associated with the compliance units to be purchased are greater than or equal to that of the Regulated Project, equivalent pollutant loading is demonstrated. The PCBs loading and TSS loading associated with the compliance units purchased is proposed to be estimated on the basis of the land uses within the unit generating

¹⁷ TSS is used to represent pollutant loading strength of typical urban pollutants of concern, many of which are sediment-bound.

Off-Site GSI Project drainage area(s). The Regulated Project loading would be based on the land uses within the development boundary.

PCBs Loading

PCBs land use-based loading is obtained from the RWSM Toolbox v1.0 Pollutant Model, “Pollutant Spreadsheet Model Calculations – Region” results (from SFEI, 2018 as summarized in Geosyntec, 2019). The division between “old” and “new” land uses is approximately 1968 (i.e., Old Industrial land use areas that have been industrial since at least 1968). This cutoff was selected to represent areas that may have been exposed to PCBs prior to regulatory changes to phase out the use of PCBs in the United States.

Table 4: PCBs Land Use-Based Concentrations

| Land Use Category | Total PCBs (ng/L) |
|---------------------------------------|-------------------|
| Old Industrial and Source Areas | 204 |
| Old Commercial and Old Transportation | 40 |
| Old Residential | 4 |
| New Urban | 0.2 |

Note: ng/L - nanograms per liter

TSS Loading

TSS land use-based Event Mean Concentrations (EMC) were developed using data from the National Stormwater Quality Database (Pitt, 2015). The database was queried to obtain all TSS stormwater runoff samples collected within EPA Rain Zone 6 in California, in Spring, Fall, or Winter seasons. This query returned 650 stormwater runoff sample results from 647 rain events at 40 sites for “Residential,” “Commercial,” “Institutional,” “Freeway,” “Industrial,” and “Open Space” land uses.

The data for each land use category were analyzed for outliers prior to developing EMCs. Following removal of outliers, the data were examined for normality. Open Space land use data was concluded to not come from a normally distributed population. Given this finding, and that Open Space land use is not expected to make up a large part of GSI drainage areas, Open Space data were not examined further for EMC development.

Land uses were compared to each other to understand if significant differences in the distribution of TSS concentrations exist. The distributions for each land use are shown in Appendix B. Initial box plot results demonstrate that confidence intervals of the median TSS concentration for Industrial land use do not overlap with those of residential, commercial, and institutional, which are more similar to each other throughout their distributions, and Freeway TSS concentrations are almost always higher than residential, commercial, and institutional throughout the distribution. To investigate this further, a series of Wilcoxon-Mann-Whitney tests were conducted to compare each land use pair. For all potential land use comparisons, data associated with Industrial land use were found to be derived from different data populations than Residential, Commercial, and Institutional land uses, and Freeway land use was found to be derived from a different population than Commercial and Residential. Based on the tests performed, the central tendencies of the data associated with Commercial, Institutional, and

Residential land uses do not appear to be statistically different and were combined for the pollutant ratio development (Appendix B and Figure 8).

TSS EMCs were developed for the three land use categories by taking the arithmetic mean of the natural log-transformed distributions, using the natural logs of the mean and the standard deviation as shown in the Equation 4-5 below (from Geosyntec and Wright Water Engineers, 2009).

$$\text{Sample Mean} = \exp(\mu_{ln} + 0.5\sigma_{ln}^2) \quad \text{Eq. 4-5}$$

Where:

exp = e to the power of

μ_{ln} = the mean of the natural log-transformed distribution

σ_{ln} = the standard deviation of the natural log-transformed distribution

Table 5: TSS EMCs by Land Use

| Land Use | μ_{ln} | σ_{ln} | TSS EMC (mg/L) | Notes |
|--|------------|---------------|----------------|---|
| Residential/ Commercial/ Institutional | 4.07 | 0.95 | 92 | Concentration data are not statistically different between these land use classes and the combined EMC is shown |
| Freeway | 4.39 | 0.86 | 117 | Concentration data are statistically different from the other land use classes |
| Industrial | 4.79 | 0.79 | 166 | Concentration data are statistically different from the other land use classes |

Note: mg/L - milligrams per liter

Combined Pollutant Loading

The PCBs and TSS concentrations are summarized in Table 6 for eight distinct land use categories. All “new” land uses are assumed to have the same PCBs concentration, consistent with the RWSM findings. “Old” and “New” land use-based TSS concentrations were assumed to be the same for the same land use categories as information to categorize available TSS data into “Old” and “New” land uses was not available.

Table 6: Resulting Average Concentration and Proposed Pollutant Ratios

| Land Use Category | PCBs Average Concentration (ng/L) | TSS Event Mean Concentration (mg/L) |
|--|-----------------------------------|-------------------------------------|
| New Residential/ Commercial/ Institutional | 0.2 | 92 |
| New Freeway | 0.2 | 117 |
| New Industrial | 0.2 | 166 |
| Old Residential | 4 | 92 |
| Old Commercial/Institutional | 40 | |
| Old Transportation | 40 | 117 |
| Old Industrial and Source Areas | 204 | 166 |

It is not expected that Regulated Projects would have “Old” designated land uses within their on-site drainage area required to be treated for C.3 compliance, since redeveloped areas triggering C.3 would be considered “New” land uses following redevelopment (i.e., which would result in resurfacing and material replacement of those building materials that may contain PCBs). For any instances where “Old” land uses are part of the Regulated Project that the owner is seeking alternative compliance for, the “Old” portion of the area would need to be treated on-site or, if that is infeasible, be subject to limitations on the compliance units eligible for purchase on the basis of the land use associated with the compliance unit. See Table 7 for a matrix of Pollutant Ratios that would be applied for different Regulated Project land use to compliance unit land use exchanges.

Table 7: Pollutant Ratios for Identified Land Use Categories

| Exchange Ratio Matrix | | Off-Site Project Land Use Category | | | |
|-------------------------------------|--|--|-----------------------------|----------------|---------------------------------|
| | | Residential, Commercial, or Institutional ¹ | Transportation ² | New Industrial | Old Industrial and Source Areas |
| Regulated Project Land Use Category | Residential, Commercial, or Institutional ¹ | 1.0 | 1.0 | 1.0 | 1.0 ³ |
| | Transportation ² | 1.3 | 1.0 | 1.0 | 1.0 ³ |
| | Industrial | 1.8 | 1.4 | 1.0 | 1.0 ³ |

Notes: ¹ Includes adjacent collector and local roadways.

² Transportation includes interstate highways, freeways, multilane highways, and principal arterials consistent with findings of the American Associate of State Highway and Transportation Officials (2015).

³ Net environmental benefit discount applied to purchase (Section 4.3).

4.2.4 Equivalent Acres Greened Summary

For Regulated Projects, the required Equivalent Acres Greened is calculated as summarized in Equation 4-6, based on the attributes of the Regulated Project and the Equivalent Acres Greened compliance units purchased.

$$\text{Equivalent Acres Greened}_{RP} = \text{Runoff Generating Acres}_{RP} \times \text{Ratio}_{\text{Rainfall}} \times \text{Ratio}_{\text{Pollutant}} \quad \text{Eq. 4-6}$$

Where:

$\text{Runoff Generating Acres}_{RP}$ = The runoff generating acres for which the Regulated Project owner is seeking alternative compliance (100% of impervious surfaces and 10% of pervious surfaces).

$\text{Ratio}_{\text{Rainfall}}$ = Calculated using Table 3 and Figure 7 (minimum value of 1.0).

$\text{Ratio}_{\text{Pollutant}}$ = Determined as described in Table 7.

For non-Regulated project buyers (e.g., Permittees purchasing Equivalent Acres Greened for retrofit GSI needs and other non-regulated projects), the equivalency demonstration is not required; Equivalent Acres Greened compliance units for purchase are calculated as:

$$\text{Equivalent Acres Greened} = \text{Runoff Generating Acres}_{\text{non-Regulated Project purchase}} \quad \text{Eq. 4-7}$$

Some non-Regulated project buyers may want to purchase Equivalent Acres Greened compliance units on the basis of impervious acres treated rather than Runoff Generating Acres. The impervious acres treated per compliance unit will range and may be slightly lower than the Runoff Generating Acres depending on the land area treated by the Off-Site GSI Project generating the compliance units.¹⁸ This information would be provided in the RAC System Tracking Tool for each compliance unit.

4.3 Net Environmental Benefit

Provision C.3.e requires a net environmental benefit through the alternative compliance approach. To provide a net environmental benefit for the Contra Costa County RAC System, a “NEB Ratio” is applied to Equivalent Acres Greened units when calculating participant compliance purchase amounts. The baseline NEB Ratio is proposed at 1.1 for Regulated Projects participating in the Contra Costa County RAC System, such that the additional 0.1 Equivalent Acre Greened for each acre of impact will provide a net increase in impervious surface treated and resulting net reduction in flow and/or pollutant load. For buyers not subject to MRP Provision C.3.e alternative compliance requirements (e.g., Permittees seeking Equivalent Acres Greened to meet GSI retrofit needs and other non-Regulated projects), the NEB Ratio is 1.0, providing equivalent impervious surface treatment.

Equivalent Acres Greened units generated by Off-Site GSI Projects that treat “Old Industrial” land uses are proposed to be exchanged to Regulated Projects associated with “New Residential,” “New Commercial,” “New Institutional” or “New Transportation” at a discounted WQB Ratio of 1.0 to encourage their exchange. Only Equivalent Acres Greened units treating “Old Industrial” land use would be allowed to be sold at the discount. For these compliance units, the Off-Site GSI Facility would be treating additional pollutant load beyond that required to meet equivalent pollutant loading due to the much higher PCBs loading from “Old Industrial” land uses. For these exchanges, equivalent impervious surface treated and equivalent reduction in flow will also be provided through the 1.0 NEB ratio.

4.4 Required Baseline(s)

Off-Site GSI Projects used to generate Equivalent Acres Greened compliance units must meet the baselines described below:

¹⁸ The difference between Runoff Generating Acres (equal to Equivalent Acres Greened for non-Regulated buyers) and impervious acres is not expected to be large in most cases as only 10% of the treated pervious area is included in the Equivalent Acres Greened calculation. For example, for a 10-acre 65% impervious drainage area treated by an Off-Site GSI Project, there are 6.5 impervious acres and a total of 6.85 Runoff Generating Acres per the RAC System calculation. Non-Regulated project buyers who must purchase on the basis of impervious acres may therefore need to purchase slightly more Equivalent Acres Greened compliance units to meet their needs.

1. **Off-Site GSI Projects must treat drainage area(s) that are currently untreated by GSI facilities** – If a portion of a drainage area tributary to a proposed Off-Site GSI Project is already treated with GSI, that portion of the drainage area cannot be exchanged as Equivalent Acres Greened compliance units.
2. **Any acres required to be treated for compliance with an NPDES permit are not eligible to be certified as Equivalent Acres Greened compliance units** – Runoff Generating Acres captured and treated by Off-Site GSI Projects are not eligible if they are required to be treated to meet compliance with the MRP; the Phase II General Permit; the Industrial General Permit (Order No. 2014-0057-DWQ, IGP); an individual NPDES Permit; or any other NPDES permit. If an Off-Site GSI Project is constructed such that only a portion of its drainage area(s) require(s) NPDES compliant treatment, the non-Regulated portion of the drainage area(s) only may be eligible to generate Equivalent Acres Greened.

Additional information regarding eligibility is provided in Section 5.

4.5 Compliance Purchase Calculation Methods

The number of Equivalent Acres Greened compliance units purchased by a buyer and the Net Environmental Benefit are incorporated into the capital compliance purchase and calculated as follows:

$Purchase_{Compliance}$

$$= (Equivalent\ Acres\ Greened \times NEB\ Ratio) \times Cost_{EAG} + Payment_{Administrative} \quad Eq. 4-8$$

Where:

- Equivalent Acres Greened = Required compliance units for equivalency; calculated as described in Section 4.2.4.
- NEB Ratio = 1.1 for Regulated Projects and 1.0 for other non-Regulated Project purchases. A discount ratio of 1.0 is applied for purchases of Equivalent Acres Greened units associated with Old Industrial land use.
- $Cost_{EAG}$ = Equivalent Acre Greened unit cost, developed as described in Section 6.
- $Payment_{Administrative}$ = Administrative payment, developed as described in Section 6.

For each exchange, the number of Equivalent Acres Greened units exchanged are tracked and marked as “sold” in the Contra Costa County RAC System Tracking Tool. For Regulated Project exchanges, the number of Equivalent Acres Greened exchanged is calculated as $(Equivalent\ Acres\ Greened \times NEB\ Ratio)$; this is the value included in the exchange ledger in the System Tracking Tool.

4.6 Ongoing O&M Fee

As indicated by MRP Provision C.3.e.i(2), and included as part of the basis to define compliance units, Regulated Projects participating in the Contra Costa County RAC System must provide a proportional share of the O&M costs for the Off-Site GSI Project. This is proposed to be accomplished through an ongoing O&M fee levied on Contra Costa County RAC System participants on a per “Equivalent Acre Greened” basis.

4.6.1 O&M Fee Mechanism

Through the development of this Summary Report, the Project Team explored a number of potential mechanisms for O&M. As these facilities are required to be maintained on a long-term basis, an upfront payment is not considered a viable solution. An upfront payment would likely not cover all potential future facility costs and could be prohibitively expensive for some participants. An ongoing O&M fee was identified as a sustainable approach to O&M that would minimize future risk of noncompliance.

The Project Team examined several different potential approaches for an ongoing O&M fee. Contra Costa County pursued a stormwater fee ballot measure in 2012, which failed, and other agencies throughout the state have had similar failures or have not wanted to pursue such a measure given the level of effort and potential for failure. Any solution that would require voter approval was therefore not considered a reasonable pathway. An assessment district was considered, but has limitations as the assessment must be associated with a “special benefit” that could be difficult to demonstrate when funds are pooled for Off-site GSI Projects located in different jurisdictions than where the assessment is paid. The Project Team has therefore identified and recommended a Countywide Community Facilities District as the approach for the ongoing O&M fee. The Community Facilities District fee would be levied on participating Regulated Project parcels on a cost per “Equivalent Acre Greened” basis.

There are some limitations with Community Facilities Districts, as this approach may limit participation from public agency buyers and additionally may limit payments for maintenance of Off-site GSI Projects located on private property. The Administrator of the Community Facilities District must still be identified, though it is anticipated that the Flood Control District would act as the fiduciary agent. These and other critical considerations will be explored during the next phase of the Contra Costa County RAC System development.

Given this, it is anticipated that participants who have opted to participate in the Contra Costa County RAC System would be charged annual, recurring O&M fees on a cost per “Equivalent Acre Greened” basis via two pathways:

1. Parcel-based participants (i.e., private or public Regulated Project participants) would ballot into the new Community Facilities District as part of their RAC System participation and be charged annually per an established rate schedule. A fee will continue to be levied on the parcel as long as the parcel participates in the Contra Costa County RAC System.
2. Non-parcel-based participants, including cities or other agencies purchasing compliance units for GSI retrofit needs and other purposes, would enter into a long-term agreement (duration to be determined) with the O&M fee Administrator and/or the Flood Control

District (acting as fiduciary agent), allowing them to be invoiced annually per an established rate schedule.

For both pathways, long-term participation in the Contra Costa County RAC System and subsequent recurring payment of O&M fee for long-term compliance with the MRP would be dependent on the RAC System continuing to be a compliance option under the MRP. See Section 6.4 for more information about ongoing O&M fee development.

5. CONTRA COSTA COUNTY RAC SYSTEM REQUIREMENTS

The Contra Costa County RAC System is structured to support Regulated Project owners within Contra Costa County with achieving alternative compliance as defined by MRP Provision C.3.e. The primary objective of the Contra Costa County RAC System is to enable Equivalent Acres Greened units generated from Off-Site GSI Projects treating nonpoint source urban stormwater runoff to be exchanged with nonpoint source Regulated Projects and other non-Regulated project buyers. Eligibility and restrictions for the Contra Costa County RAC System were developed to support alternative compliance as defined by the MRP. Requirements described in this Section will pertain to Phase 2 of the Contra Costa County RAC System and are subject to amendment in the future as the System expands (Section 8).

The process for collection of funds is described in Section 5.4. **Compliance with Provision C.3.d/C.3.f** (i.e., certification) and **C.3.h** (verification) for the proposed Contra Costa County RAC System are described in Section 5.6 and 5.7, respectively. Sections 5.6 and 5.7 also provide details about the **accounting and reporting system** (i.e., System Tracking Tool).

5.1 Eligible Participants

Eligible participants may include entities within West Contra Costa County or East County interested in exchanging Equivalent Acres Greened compliance units. These may include developers with Regulated Projects within the jurisdictions of Contra Costa County and Permittees with Regulated Projects fitting the category descriptions listed in MRP Provision C.3.b.ii. This may also include other non-Regulated entities. Any public or private entity that is able to operate within the constraints of the Contra Costa County RAC System and able to take actions that result in a demonstrable generation of Equivalent Acres Greened may implement Off-Site GSI Projects as potential compliance unit providers. This may also include third-party aggregators. CCCWP permittees must complete a Participant MOU (see Appendix C-2) for Regulated Projects within their boundaries and their jurisdictions to participate in the RAC System.

5.2 Eligible Regulated Projects and Other “Buyers”

For Regulated Project owners participating as buyers, the jurisdiction in which the Regulated Project is located may decide whether the Regulated Project is eligible to participate in the Contra Costa County RAC System. The decision by the jurisdiction may be based on the Regulated Project’s location, density, land use type, or other factors. It is expected that high-density Regulated Projects that are not subject to hydromodification management requirements would be eligible to participate. Non-regulated project buyers are expected to be limited to MRP Permittees within the County as part of Phase 2 of the Contra Costa County RAC System.

There is potential for the Contra Costa County RAC System to be expanded more broadly to other interested non-Regulated project buyers if opportunities arise as part of Phase 2, or during Phase 3. These additional entities may include those subject to the NPDES General Permit For

Waste Discharge Requirements (WDRs) for Storm Water Discharges From Small MS4s¹⁹ (Phase II General Permit) issued in 2013 and revised in 2015, 2016, and 2018 (California State Water Resources Control Board, 2013), Caltrans, or potentially other entities with TMDL compliance requirements, particularly if there are TMDL requirements for other pollutants of concern in the future. Projects that are under the jurisdiction of the Industrial General Permit (IGP; Order No. 2014-0057-DWQ as amended by Order No. 2015-0122-DWQ) or an individual NPDES permit, if interested in participating, are likely to be considered on a case-by-case basis during Phase 2 of the Contra Costa County RAC System and beyond.

The Contra Costa County RAC System may additionally promote partnership opportunities for implementation of other water quality management practices in Phase 2 or beyond as part of future water quality goals. Other buyers would participate in the Contra Costa County RAC System as shown in Figure 4.

5.3 Eligible Off-Site GSI Projects

Off-Site GSI Projects, on public or private land in urban areas within Contra Costa County, that meet the baseline eligibility requirements outlined in Section 4.4 may be eligible to generate compliance units. All proposed Off-Site GSI Projects must meet the criteria set out by the CCCWP RAC Subcommittee and be certified by the jurisdiction in which the Off-Site GSI Project is located before the compliance units generated at the Off-Site GSI Project are available for exchange. The RAC Administrator and/or jurisdiction may review and approve compliance units and allow for them to be exchanged prior to the Off-Site GSI Facility being constructed. The RAC Administrator and/or local jurisdiction will likely only allow this in specific cases where there is a high level of certainty that the Off-Site GSI Facility will be constructed. In this case, construction must be completed within three years of initial exchange, after which Off-Site GSI Projects must be certified and compliance units confirmed (see Section 5.6). All Off-Site GSI Projects are subject to ongoing verification processes (see Section 5.7).

It is envisioned there would be an application process to allow for approval that proposed compliance units preliminarily meet RAC System requirements, which compliance unit providers may complete for this assurance prior to conducting design and construction of Off-Site GSI Projects. Unit providers who do not complete the pre-screening application process would still be eligible to request certification of compliance units generated from Off-Site GSI Projects they have constructed, though they run the risk that the constructed project has not addressed a requirement for certification that could have been identified through pre-screening. If the RAC System Off-Site GSI Projects are implemented through a pay-for-performance or CBP3 contracting process, an optimized suite of Off-Site GSI Projects located on both public and private land may be sought through a request for proposals. More information about what a pay-for-performance or CBP3 process would entail is provided in Section 6.6.

Interested compliance unit providers must demonstrate control of the property where the Off-Site GSI Project would be or has been implemented. Off-Site GSI Projects are expected to utilize the

¹⁹ Water Quality (WQ) Order 2013-0001-DWQ NPDES No. Cas000004 as amended by Order WQ 2015-0133-Exec, Order WQ 2016-0069-Exec, WQ Order 2017-XXXX-DWQ, Order WQ 2018-0001-Exec, And Order WQ 2018-0007-Exec.

pre-approved control measures (Section 4.2.1.2) and must be maintained and operated on a long-term, ongoing basis. These Off-Site GSI Projects would be managed following an O&M plan and/or agreement that is consistent with any relevant land use restrictions, such as easements or deed restrictions; the O&M plan would be required to be recorded to the parcel record(s) to ensure the property is managed consistent with that plan. Any entity seeking to construct non-preapproved control measures, with the intent of generating compliance units, must meet all guidelines established through the processes described in Section 8.2.

Pre-constructed facilities may be eligible for inclusion in the Contra Costa County RAC System as Off-Site GSI Projects. At this time, it is envisioned that pre-constructed facilities built in year 2020 or later may be eligible providing they meet the required baselines (see Section 4.4).

5.4 Exchanges

Generated compliance units from approved Off-Site GSI Projects would be entered into the Contra Costa County RAC System Tracking Tool by the approving entity (Section 5.6). Each compliance unit would have attributes indicating the associated rainfall zone and land use(s). Once entered into the RAC System Tracking Tool, these compliance units could be exchanged with participating buyers using the compliance purchase equations. If compliance units are approved for exchange prior to construction, the compliance units must be certified within three years of initial exchange when the Off-Site GSI Facility generating the compliance units is fully constructed. Visual schematics of exchanges between different entities and associated roles are provided as Figures 9a through 9f.

It is envisioned that exchanges would be facilitated by Permittees during Phase 2 of the Contra Costa County RAC System. The required Equivalent Acres Greened compliance units would be identified and calculated using the RAC System Tool based on the rainfall zones and land uses associated with the Regulated Project and compliance units, respectively, as applicable. The calculation would also include the appropriate NEB Ratio.

Following calculation of needed compliance units, the Permittees would reserve available compliance units in the RAC System Tracking Tool and initiate the exchange. The exchange would be completed and the purchased compliance units would be identified as “sold” in the RAC System Tracking Tool following payment for the required compliance purchase to the Permittee. Non-Regulated project buyer exchanges are envisioned to be facilitated by the CCCWP RAC System Administrator. In this case, all of the actions listed would be performed by the RAC System Administrator to facilitate the exchange.

5.5 System Restrictions

5.5.1 Land Use Restrictions

The Contra Costa County RAC System does not prohibit the participation of either Regulated Projects or Off-Site GSI Projects based on their land use type. Any land use that would require coverage under the IGP or an individual NPDES Permit would not be expected to participate in the Phase 2 of the System. Jurisdictions may choose to disallow certain Regulated Projects from participating with reasonable cause, such as projects that have adequate space within their

development footprint to implement on-site treatment or development that occurs on a known source property site.

5.5.2 Watershed and Jurisdictional Restrictions

The Contra Costa County RAC System would require all Regulated Projects and Off-Site GSI Projects be located within Contra Costa County. All exchanges would occur between entities draining to the San Francisco Bay watershed within Contra Costa County. During Phase 2 of the Contra Costa County RAC System implementation, Regulated Projects subject to Provision C.3.g. are not expected to seek participation in the Contra Costa County RAC System to cover hydromodification management requirements off-site through the RAC System due to the need to address impacts to downstream San Francisco Bay tributaries (i.e., which would require exchanges at a smaller watershed scale). However, Regulated Projects subject to Provision C.3.g. may still utilize the RAC System to meet their Provision C.3.e requirements (i.e., LID/GSI requirements) off-site.

During Phase 2 of RAC System implementation, exchanges may occur between West Contra Costa County (i.e., within the Water Board Region 2 boundary) and East Contra Costa County. While both County areas are covered under the MRP, each Region has different TMDLs, so any party participating in an exchange between West County and East County would need to consider potential water quality compliance outcomes of such an exchange.

It is possible that future expansion of the RAC System would allow for inter-county exchanges with other areas that drain to the San Francisco Bay.

5.6 Certification Requirements

The design, quantification of compliance units, and implementation of an Off-Site GSI Project must be certified upon project completion, by the Permittee in which jurisdiction the Off-Site GSI Project is located. Certification of the Off-Site GSI Project verifies that the Equivalent Acres Greened compliance units were implemented consistent with the Off-Site GSI Project review and approval process, if it takes place prior to certification. The review and approval process confirms that the compliance units proposed to be generated by the Off-Site GSI Project are calculated correctly and identifies the compliance units as available for exchange.

In most cases, it is expected that the Off-Site GSI Project would be an LID/GSI treatment facility with tributary drainage area(s) that is not associated with or include a Regulated Project. There may be situations where an LID/GSI treatment facility is built as part of a Regulated Project but is designed to treat a drainage area not associated with that of the Regulated Project (e.g., when a private Regulated Project elects to construct LID/GSI in the public right-of-way along the project frontage); in this case, the private Regulated Project developer may also be eligible to exchange generated Equivalent Acres Greened compliance units. In this case, the Certifying Entity (i.e., local Permittee) would be responsible for confirming the total compliance units generated by the project, calculating the quantity of compliance units needed by the Regulated Project for C.3 compliance, and the excess quantity of compliance units available for exchange. In the case where the certifying entity could be the same entity as the seller, an independent 3rd party could be tasked with certification.

In some cases where there is high certainty that an Off-Site GSI Project will be constructed, a pre-construction certification process may be conducted to allow compliance units to be available for exchange up to three years prior to final construction. In all cases, the final certification process for the Off-Site GSI Project and associated compliance units would take place after the Off-Site GSI Project is fully constructed and the O&M responsibility has been assigned. The certification process consists of the following steps:

1. Entry of the Completed Off-Site GSI Project into the System Tracking Tool: Upon completion of Off-Site GSI Project design and/or construction certification processes, the Certifying Entity will provide Off-Site GSI Project attribute information, which will be uploaded to the RAC System Tracking Tool (in a manner to be determined). If compliance units will be made available prior to Off-Site GSI Project construction, the Pre-Construction Off-Site GSI Project Data and Design Certification Form (Appendix C-3) would be completed as part of pre-construction review and design approval. For all Off-Site GSI Projects, once the Project is constructed, the Off-Site GSI Project Data Form (Appendix C-2) would be completed or updated with final Project information. If Off-Site GSI Project compliance units will not be made available until after construction, only the Off-Site GSI Project Data Form (Appendix C-4) is needed.

Attributes include: facility ID number; facility type and location; drainage area size(s), location(s), and land use(s); total impervious and pervious surface area within the drainage area(s); total Equivalent Acres Greened; facility owner; project cost; and associated multiple benefits. In some cases, the RAC System Administrator and local jurisdiction may allow the Compliance Units to be available for exchange after this step. If the Off-Site GSI Project is entered into the RAC System prior to completion of construction, post-construction certification information would be input at a later date.

The other documents related to the certification process (e.g., the construction inspection checklists, O&M Plan and Agreement, and Post-Construction Certification Form, described in Steps 2-6 below) will also be uploaded to the RAC System Tracking Tool when completed. All of the data and documentation for the certified Off-Site GSI Project must be completed and uploaded within three years of initial exchange of compliance units. For most Off-Site GSI Projects, the compliance units become available for exchange(s) with Regulated Project(s) following upload of all certification information.

2. Design Review by the Certifying Entity: The Certifying Entity would review the design documents for the Off-Site GSI Project, including calculations, plans, details, and specifications, and would determine whether the LID/GSI treatment facility meets the design requirements established in MRP Provision C.3 and is consistent with standard design practice described in the CCCWP's Stormwater C.3 Guidebook (CCCWP, 2017). The design review would follow the Certifying Entity's typical development application or capital project review process, leading to issuance of a building permit (for a private project) or commencement of a bid procurement and award (for a public project). If an alternative delivery approach (e.g., design-build or progressive design-build) is used for public projects, the certification could occur concurrently with design and construction. If compliance units will be made available prior to Off-Site GSI Project construction, the Certifying Entity would complete design review in the Pre-Construction Off-Site GSI

Project Data and Design Certification Form (Appendix C-3). After the Off-Site GSI Project is constructed, the Certifying Entity will complete Section 1 (Design Review) of the Off-Site GSI Project Post-Construction Certification Form (Appendix C-5) to certify that the design review was completed and that the design meets the C.3 requirements and standard practices. If Off-Site GSI Project compliance units will not be made available until after construction, only the Off-Site GSI Project Post-Construction Certification Form (Appendix C-5) is needed.

3. Construction Inspection by the Certifying Entity: The Certifying Entity would conduct inspections of the Off-Site GSI Project, at appropriate stages during and at completion of construction, to ensure that the Off-Site GSI Project is constructed in accordance with approved plans. The Certifying Entity would complete the CCCWP Stormwater Treatment Facilities Construction Inspection Checklist (see Appendix C-6) for each inspection. If the Certifying Entity approves making the compliance units available for sale prior to construction, the Construction Inspection would take place following Step 4.
4. Entry of the Completed Off-Site GSI Project into AGOL Tool: Following the upload of Off-Site GSI Project data to the System Tracking Tool, the Certifying Entity would also upload data to CCCWP's current "C3 Project Tracking and Load Reduction AGOL Application" to track installed stormwater treatment facilities and estimate pollutant loads reduced. The data in AGOL would be used to generate reports required by the MRP, including to demonstrate compliance of any Regulated Project(s) that purchase compliance units from the Contra Costa County RAC System, per Provision C.3 requirements.²⁰
5. Operation and Maintenance Assurance: The Certifying Entity would ensure that an O&M Plan is prepared for the Off-Site GSI Project and would review the Plan for consistency with the CCCWP Stormwater C.3 Guidebook and Stormwater Facilities O&M Plan Template (Appendix C-6). The Certifying Entity would also ensure that an O&M Agreement, with the entity responsible for maintenance of the Off-Site GSI Project, is prepared, signed, and recorded to the parcel, if appropriate. The O&M Agreement would be prepared consistent with the CCCWP Stormwater Management Facilities O&M Agreement Template (Appendix C-7) and include the O&M Plan.
6. Post-Construction Certification: The Certifying Entity will complete Sections 2 and 3 of the Off-Site GSI Project Post-Construction Certification Form (Appendix C-5) to certify that construction inspections were conducted, and the facility was constructed consistent with the final plans (i.e., completion of Step 2), and that the O&M Plan and Agreement for the Off-Site GSI Project were prepared and signed (i.e., completion of Step 3).

More information about the specific forms and templates used to document the certification process is provided in Section 10.

²⁰ There are currently no regulatory requirements to report data on Off-Site GSI Projects, compliance metrics, and exchanges from the System Tracking Tool. However, this is subject to change with the upcoming MRP reissuance.

5.7 Verification Requirements

Ongoing verification of the Off-Site GSI Project's performance is important for ensuring that the project is regularly maintained and continues to adequately treat the Equivalent Acres Greened associated with the Regulated Project(s). Verification will be performed via the municipal O&M verification inspection programs currently required by the MRP for all installed treatment facilities. In most cases, the O&M verification inspections of the Off-Site GSI Project will be conducted by the jurisdiction in which the Off-Site GSI Project is located (i.e., the "Verifying Entity" is the same as the Certifying Entity). However, there may be situations in which the Certifying Entity delegates the responsibility for O&M verification inspections to another entity. This is acceptable as long as the Verifying Entity is not the same entity designated in the O&M Agreement as responsible for routine maintenance of the project, if the project is privately-owned.

The verification process for the Off-Site GSI Project and associated compliance units takes place following completion of construction and throughout the life of the Off-Site GSI Project. The verification process consists of the following steps:

1. O&M Verification Inspection by the Verifying Entity: The Verifying Entity would conduct inspections of the Off-Site GSI Project at such intervals the Permittee deems appropriate to ensure that the LID/GSI treatment facility is adequately maintained for optimal performance. The Verifying Entity would complete the CCCWP Stormwater Facility O&M Inspection Report form (Appendix C-9) for each inspection. If any deficiencies are found, they would be documented on the form and discussed with the responsible party. Follow-up inspections would be conducted until the deficiencies are corrected and documented on the inspection form. Information from these inspection forms would be stored in the Verifying Entity's local database for O&M verification inspection data, as required by the MRP.
2. Summary of Off-Site GSI Project Verification: On an annual basis, the Verifying Entity would complete the Off-Site GSI Project O&M Verification Form (Appendix C-10) that summarizes verification actions, including documenting that O&M was performed, the project was inspected (by whom and when), and any deficiencies were corrected. The Verifying Entity would upload this completed document to the System Tracking Tool to demonstrate ongoing verification of the project.

More information about the specific forms used to document the verification process is provided in Section 10.

6. COMPLIANCE PURCHASE AND O&M ASSESSMENT COST BASES

Section 6 covers financial aspects of the Contra Costa County RAC System, and Sections 6.3 and 6.5 describe aspects of **the processes for collection and timely use of funds**, required for proposed program submittal per MRP 3 Fact Sheet.

6.1 Cost Basis Considerations

The Contra Costa County RAC System is expected to be primarily funded through compliance purchases, similar to most in-lieu payment (or fee) programs, which are typically receipt-based. Financial solvency is essential to the ability of these types of programs to operate. Under-collection of payments is a threat to the sustainability of an in-lieu payment program. The typical program portfolio includes the program's net assets (e.g., credits, cash), based on payment collection, and liabilities (e.g., existing and future contracts, administrative costs necessary to complete program requirements). Accordingly, it is essential that the payments are sufficient to cover the actual program project and administrative costs and risk factors. Given key regulatory and facility cost factors that apply to the Contra Costa County RAC System, there are some challenges to predicting program project and administrative costs, and additional considerations are needed for the RAC System's compliance purchase cost basis.

While some "Equivalent Acres Greened" compliance units may be exchanged in advance of Off-Site GSI Project construction, this would only be allowed when there is high certainty that the Off-Site GSI Project would be constructed. This approach could allow for advance funding of Off-Site GSI Projects through exchange of their compliance units, while also ensuring that the compliance units generated are tied to specific project benefits. Given uncertainty around implementation timelines and the potential for Off-Site GSI Projects to change for a variety of reasons, however, most Off-Site GSI Projects would likely need to be funded upfront through other means to avoid compliance unit risks in the RAC System. A source of upfront funding or financing will be needed to allow for compliance unit generating Off-Site GSI Projects to be implemented.

Additionally, the use of standard municipal procurement processes to build these projects could cause the generated Equivalent Acres Greened compliance units to be prohibitively expensive, based on existing GSI design and construction cost data compiled from Contra Costa County Permittees.

Regulated Project owners may choose to act as the compliance unit provider and construct an Off-Site GSI Project in a location other than their Regulated Project(s) to generate compliance units to apply toward future Regulated Projects. Other private entities could be relied upon to construct Off-Site GSI Projects at a lower cost than standard public procurement processes, through a pay-for-performance or CBP3 approach. However, these entities often achieve cost savings through large volumes of Off-Site GSI Project implementation (and resulting compliance unit generation) and may not be interested in participating in a program with low or unknown demand, due to the potential risk of not selling compliance units associated with Off-Site GSI Projects they build. In addition to the upfront construction requirements, demand uncertainties, and high potential cost for traditional procurement, there is also a desire for transparency in setting the compliance purchase price. All of these challenges require an innovative approach to

cost setting and program implementation. The proposed approach to address these uncertainties is discussed below.

6.2 Compliance Unit Demand Considerations

6.2.1 Permittee Demand

The Contra Costa Permittees may want to purchase Equivalent Acres Greened compliance units to fulfill their water quality compliance or planning needs, including:

- Requirements to construct LID/GSI facilities for Regulated Projects, including public parcel and new roadway projects;
- GSI public retrofit projects; and
- TMDL compliance.

Based on LID/GSI cost data collected from Contra Costa County Permittees, the cost to construct LID/GSI projects to meet these project needs using traditional procurement processes are very high. For example, the approximate cost to build the public GSI projects identified in the Permittees' Green Infrastructure Plans by 2040 to address the PCBs and mercury TMDLs in Contra Costa County is estimated to exceed \$1 billion (CCCWP, 2020). Based on a recent examination of costs for seven GSI projects implemented by Contra Costa County jurisdictions, treating an acre of stormwater runoff can cost over \$300,000 (in 2020 dollars). This is consistent with average per-acre treated green streets costs documented in San Mateo County in 2021.

6.2.1.1 Programmatic Demand Option

With sufficient compliance unit demand, there is more certainty that compliance units would be sold; thus, there would be more interest from entities to build Off-Site GSI Projects as a result of the lower financial risk to participating in the program. One way to provide demand certainty is to establish a minimum program purchase guarantee ("Programmatic Demand"). This initial "Programmatic Demand" could be purchased by Permittees to allow for sufficient exchange activity during Phase 2 of the Contra Costa County RAC System. Guaranteed exchange activity would better enable the Contra Costa County RAC System to achieve economies of scale, demonstrate proof of concept, garner interest, and grow the System. If Regulated Project owners or other entities can provide guarantees of compliance unit purchase at the initiation of Phase 2, they could also be included in the initial Programmatic Demand.

Permittees interested in participating in the Programmatic Demand purchases would identify the Equivalent Acres Greened compliance units they may purchase over Phase 2 of RAC System operation to meet their C.3 (and potentially, C.11/C.12) compliance requirements. In addition to providing economies of scale for the Contra Costa County RAC System launch, it is expected that this approach would allow for a lower compliance cost for Permittees. Furthermore, financing (or funding) and constructing Off-Site GSI Projects to meet an initial upfront Programmatic Demand (Section 6.3) would allow for completing CEQA and generating compliance units prior to exchange.

In the Programmatic Demand scenario, Permittees could identify the cost to construct LID/GSI facilities to meet their compliance requirements through traditional procurement and consider

what (lower) price they would be willing to pay instead through the Contra Costa County RAC System. Permittees could then identify the quantity of compliance units they would want to purchase, if Equivalent Acres Greened compliance units were available at their suggested price. This combined quantity of Equivalent Acres Greened compliance units identified by County Permittees would serve as the “Programmatic Demand” for Equivalent Acres Greened compliance units. Permittees could anticipate cost savings in meeting their GSI permit requirements through this approach.

With the knowledge that the Contra Costa County RAC System has a guaranteed baseline demand for compliance units, private compliance unit providers would have increased interest in participating in the Contra Costa County RAC System.

6.2.2 Regulated Project Demand

Currently, the compliance unit demand from Regulated Projects is difficult to determine. Challenges to estimating the amount of Regulated Project demand include fluctuations in the development market, difficulty in identifying potential developers over the next five to twenty-plus years, and the potential for developers to be reticent to provide their suggested demand without knowing more about the Contra Costa County RAC System. A number of developers have applied for MRP Provision C.3.e.ii, “Special Project”²¹ status within the County, and likely more could be interested in making a compliance purchase to not have to construct stormwater treatment facilities on-site, especially for higher value or higher density redevelopment projects.

Development projections can be used to inform estimates of potential Regulated Project demand. As part of the RAA prepared for Contra Costa County (CCCWP, 2020), private development that occurred between 2003 and 2019 was compiled geospatially, and future private development was projected for 2020, 2030, and 2040. To forecast future private development area, CCCWP used the output 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) (MTC, 2021; Waddell, 2013). The UrbanSim modeling system was 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 Regional Transportation Plan/Sustainable Communities Strategy-equivalent planning effort (CCCWP, 2020).

MTC forecasts growth in households and jobs and uses the UrbanSim model to identify new 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

²¹ Per the MRP 3 Provision C.3.e.ii: “Certain land development projects characterized as smart growth, high density, or transit-oriented development can either reduce existing impervious surfaces or create less “accessory” impervious areas and automobile-related pollutant impacts. Incentive LID Treatment Reduction Credits approved by the Water Board may be applied to these Special Projects, which are Regulated Projects that meet the specific criteria listed ... in Provision C.3.e.ii.(2).”

been approved by both MTC and Association of Bay Area Governments’ Committees for use in transportation projections and the regional Plan Bay Area development process.

The CCCWP RAA process used outputs from the Bay Area UrbanSim model to map parcels predicted to undergo new development or redevelopment in each Contra Costa jurisdiction at the time increments specified in the MRP (i.e., 2020, 2030, and 2040). The resulting maps were reviewed by Permittee staff for consistency with local knowledge and local planning and economic development initiatives and were revised as needed. Notably, the specific parcels identified by UrbanSim may or may not be realistically developed; however, the quantity of acres developed and approximate locations of, and zoning associated with, the parcels is considered representative of potential development in the County.

A summary of UrbanSim projections for 2021 – 2030 and 2031 – 2040 for the County are provided in Table 7. Development estimates for the County are separated out by Water Board region and estimated hydromodification management (HMP) requirements. Development projected as high density, with an assumed imperviousness of 85%, has been further separated out since these types of Regulated Projects may be most likely to seek alternative compliance for stormwater.

Table 8: Summary of UrbanSim Development Projections

| Region | HMP Status | 2020 – 2030 Equivalent Acres ¹ by Development Density | | 2030 – 2040 Equivalent Acres ¹ by Development Density | | 2020 - 2040 Equivalent Acres ¹ by Development Density | | |
|-------------------------|-----------------------|--|------------|--|------------|---|------------|--------------|
| | | Low/Med | High | Low/Med | High | Low/Med | High | All |
| Region 2 | HMP Applicable | 145 | 172 | 207 | 129 | 352 | 301 | 653 |
| | HMP Exempt | 59 | 249 | 77 | 271 | 136 | 520 | 656 |
| | HMP Undetermined | 7 | 9 | 75 | 1 | 82 | 10 | 92 |
| | <i>Region 2 Total</i> | <i>211</i> | <i>430</i> | <i>359</i> | <i>401</i> | <i>570</i> | <i>831</i> | <i>1,401</i> |
| Region 5 | HMP Applicable | 279 | 21 | 562 | 50 | 841 | 71 | 912 |
| | HMP Exempt | 1,248 | 15 | 158 | 43 | 1,406 | 58 | 1,464 |
| | HMP Undetermined | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | <i>Region 5 Total</i> | <i>1,527</i> | <i>36</i> | <i>720</i> | <i>93</i> | <i>2,247</i> | <i>129</i> | <i>2,376</i> |
| Countywide Total | | 1,737 | 466 | 1,081 | 493 | 2,818 | 959 | 3,777 |

¹ Defined as 100% of directly connected impervious areas and 10% of directly connected pervious areas.

The UrbanSim development projections estimate approximately 520 acres of high-density, HMP exempt development in Region 2 that is expected to be constructed over the next 20 years (i.e., 249 acres from 2020 – 2030 and 271 acres from 2030 – 2040, see bolded values in Table 8). However, the amount of this development that may ultimately take place in the Contra Costa County RAC System is unknown.

6.3 Off-Site GSI Project Implementation Considerations

While some Off-Site GSI Projects could be partially funded or financed through sale of compliance units in advance of final construction, this would only be allowable for select Projects. A source of funding or financing would be needed to construct most Off-Site GSI Projects prior to collection of compliance purchase payments. The project delivery approaches used to implement Off-Site GSI Projects under the Contra Costa County RAC System would determine the ability to leverage private financing and the overall administrative structure of the program.

6.3.1 Upfront Financing of RAC System Off-Site GSI Projects

One option to implement RAC System Off-Site GSI Projects is to finance a suite of Off-Site GSI Projects to satisfy the initial projected demand or Programmatic Demand, if implemented. Financing could be obtained through public programs, such as the Clean Water State Revolving Fund (CWSRF) or Water Infrastructure Finance and Innovation Act (WIFIA) loans.

There is the potential that Permittee loans for compliance units purchased specifically for TMDL compliance that are not ultimately purchased by private developers could be forgiven through a public finance pathway. If the compliance unit-generating Off-Site GSI Projects are financed through CWSRF or WIFIA, the TMDL compliance unit portion could potentially be part of the loan that is ultimately “forgiven” because LID/GSI facilities in older urban or industrial areas provide water quality improvements that meet the intent of the CWSRF and WIFIA programs. Other compliance purchases by permittees (e.g., GSI retrofit requirements) are current or expected permit compliance requirements and are consequently less likely to be forgiven under this financing structure.

6.3.2 Alternative Delivery Approaches

There are three principal approaches for delivery of Off-Site GSI Projects to generate Equivalent Acres Greened compliance units: (1) traditional design-bid-build procured by the program administrator using the loan funds (or after compliance purchase payments are collected); (2) performance-based contracting for turn-key and fixed-price solutions; and (3) public-private partnership (P3), where a private enterprise engages with the program administrator and plays a larger role in administering the program and delivering the off-site projects.

6.3.2.1 Traditional Design-Bid-Build

Traditional public project funding involves a funder that pays a private entity (engineer/contractor) for a pre-defined scope of work. The payment schedule is typically linked to direct cost reimbursement and may include mark-up for overhead costs and an acceptable profit. If profit is allowed, it is linked to the project cost, providing an incentive for the private entity to increase costs in both the proposal phase and through change orders. Since the private entity is paid for work completed, and payments are not linked to outcomes, the funder bears all project risks. The funder may need to issue multiple Requests for Proposals (RFPs) for a given project for project design, construction management, and construction.

6.3.2.2 Performance-Based Contracts

Performance-based contracts (or simply performance contracts) (PBCs) condition payments based on defined performance outcomes that reflect the quality of the project delivered. This

strategy typically requires private capital to finance project implementation. Funders pay implementers an agreed-upon price per compliance unit after pollutant load or volumetric reductions are verified and all requirements are met for certified compliance units. Since the Contra Costa County RAC System compliance purchases would not include O&M costs, those costs would be levied separately on the property on an annual basis (Section 6.4.4).

6.3.2.3 Public-Private Partnerships (P3s)

P3s are a relatively common way for the public and private sector to collaboratively deliver and maintain GSI projects. A CBP3 is a form of alternative delivery in which a government agency and private partner seek to improve both water quality and quality of life for a community through LID/GSI projects that meet multiple environmental and social metrics (e.g., metrics tied to workforce and equity benefits).

As noted above, there are less administrative burdens under the performance-based or P3 delivery models, often leading to cost savings. Traditional procurement requires significant management and oversight of every facet of a project, while PBCs and P3s require more limited oversight and fewer RFPs.

6.3.3 Pay-for-Performance or CBP3 Model for Compliance Unit Providers

Depending on the entity responsible for control measure O&M, the Contra Costa County RAC System could utilize one of two models for a pay-for-performance or CBP3 contract with compliance unit providers. A Design-Build-Finance (DBF) model could be utilized if Permittees and/or the Countywide Maintenance District perform ongoing maintenance, and a Design-Build-Finance-Operate-Maintain-Availability Payment (DBFOM-AP) model could be used if the compliance unit provider is required to perform ongoing maintenance.

A DBF model only obligates the compliance unit provider to finance and deliver an Off-Site GSI Project that generates the Equivalent Acres Greened. Payment for capital expenditure would be released by the CCCWP System Administrator upon successful certification of the Off-Site GSI Project and generated compliance units.

A DMFOM-AP model requires the compliance unit providers to be responsible for financing, while the Contra Costa County RAC System maintains control over payments and revenue collection and makes pre-established payments to the private entity for project delivery and performance commitments. This model would completely shift the financial risk for performance to the private sector. The contract would require provisions that allocate pooled Countywide Maintenance District O&M assessments to the compliance unit providers, contingent on successful verification of O&M, delivery on additional performance standards, and timely responses to maintenance requests.

6.3.4 Private Financing

Private capital's primary role in the project financing process is to assume risk, accelerate implementation, and achieve project implementation in the most efficient and cost-effective manner possible. There is a limited role for private capital unless there are elements of risk, outcome-based approaches, and payment schedules that may require upfront private capital. In the context of the envisioned Contra Costa County RAC System project delivery, the opportunity

to leverage private capital participation would primarily be through the performance-based contracting and P3 delivery models, not under traditional public project funding.

6.4 Cost Setting

It is assumed that the Equivalent Acre Greened unit cost ($Cost_{EAG}$) would be the same for all System buyers and would represent the average cost to generate an Equivalent Acre Greened compliance unit from Off-Site GSI Projects implemented through the Contra Costa County RAC System. As described in Section 8.4.2, the Equivalent Acre Greened unit cost would need to be revisited and potentially adjusted on a regular basis.

6.4.1 Other Compliance Purchase Considerations

The costs used to establish the compliance purchase cost basis would be based on full cost accounting, including expenses such as project planning, design, permitting, and construction costs, as well as administration of the Contra Costa County RAC System. Accordingly, the overall compliance purchase amounts would be determined by project costs, administrative costs, overhead inventory, and risk. Since O&M costs would be covered separately through payments to a separate fund, these costs would not be included.

Once the amounts of the compliance purchase cost components are established, it is crucial that the Contra Costa County RAC System has a process in place to regularly evaluate the sufficiency of the compliance purchase amounts and to adjust the amounts as needed. See Section 8.4 for additional considerations for compliance purchase component adjustments.

The compliance purchase approach offers developers the option to navigate the C.3.e payment obligations in a limited time frame and avoid the technical, complex, and evolving regulations that govern the implementation of these GSI projects. These two benefits save considerable time and money, and lower the risk to the developer, which may make it more likely that the developer participates. Conversely, if the developer has to undertake many on-site commitments and the marginal costs of LID/GSI compliance is nominal, then it could lessen the benefits of using the Contra Costa County RAC System.

6.4.2 Administrative Payment

An administrative payment is proposed to be incorporated into the compliance purchase amount. The administrative payment would include costs for CCCWP System Administrator, along with costs charged by the jurisdiction in which the Regulated Project is located. Administrative payment amounts would be developed through cost studies when fee schedules are updated by Permittees and will cover all staff and/or consultant hours, along with materials and overhead, to perform administrative functions needed for the Contra Costa County RAC System. CCCWP cost amounts will similarly be developed through fee schedule updates. This process is anticipated to be informed by Phase 1 of the System. Administrative functions that may be incorporated into the payment are anticipated to include, but may not be limited to:

- Review preliminary applications to the Contra Costa County RAC System;
- Conduct Regulated Project review, as needed;
- Identify compliance units for sale for interested buyers;

- Perform or confirm exchange calculations;
- Conduct plan review and oversight processes for Off-Site GSI Projects;
- Enter data into the System Tracking Tool;
- Conduct certification and verification processes; and/or
- Other System administrative tasks.

The administrative payment may include costs from multiple entities that are involved in any given exchange and could vary depending on the jurisdictions involved in the exchange. For example, for a given exchange, the payment could include administrative costs associated with (but not limited to):

1. Cost for processing the Regulated Project buyer, identifying compliance units for exchange, and tracking, by the jurisdiction in which the Regulated Project is located;
2. Cost for design and construction phase review and certification of the Off-Site GSI Project associated with compliance units purchased, by the jurisdiction in which the Off-Site GSI Project is located; and
3. System administrator costs for overall System administration.

Many programs collect an administrative fee between 5% and 20% on top of other program costs. The method of procurement delivery determines the scope and costs of administration. If the Contra Costa County RAC System adopts a traditional design/bid/build delivery method for procuring the Off-Site GSI Projects, it would require more staff to oversee the program than a performance-based contracting or CBP3 approach.

6.4.3 Ongoing O&M Fees

To meet the requirements of MRP Provision C.3.e, a proportional share of the O&M cost for the Off-Site GSI Project shall be obtained from the buyer through an ongoing O&M fee. Participating buyers would pay an annual ongoing O&M fee per Equivalent Acres Greened compliance unit at a fixed rate with escalation for inflation and other costs.

At this time, it is envisioned that the ongoing O&M fee would be levied through a Community Facilities District and/or through specific long-term agreements. In either case, the rate schedule would reflect the cost of conducting O&M activities for all of the Off-site GSI Projects in the System. It is anticipated that the rate schedule may be initially established through detailed O&M cost estimates for Off-Site GSI Projects expected to generate compliance units for the System, along with an estimated O&M reserve (if permitted, for Off-Site GSI Projects that have compliance units still un-sold), and administrative costs. Though individual participants may be purchasing compliance units associated with specific Off-site GSI Projects, the fee rate schedule would consider O&M costs for all the Off-Site GSI Projects included in the System. This approach would allow for equity and consistency across the program. It is envisioned that the O&M fee would be adjusted as needed over time as O&M cost data are collected for Off-Site GSI Projects implemented for the Contra Costa County RAC System to adequately cover the actual cost of O&M. The cost of O&M activities will be developed through a detailed engineer's

report prepared by a registered professional engineer certified by the State of California commissioned by the CCCWP RAC Subcommittee.

The ongoing O&M fee will also cover the costs for administering the O&M funding for the Contra Costa County RAC System. This portion of the fee will cover activities including, but not limited to: collecting (and potentially pooling) O&M fees, validating successful O&M verification, distributing O&M funds to entities performing O&M, managing the O&M reserve as applicable, and completing RAC System reporting, as needed.

6.5 System Fund Management

6.5.1 Contra Costa County RAC System Fund

Funds collected through the compliance purchase payments will be managed in a fund that is administered by the CCCWP RAC System Administrator. Fund management may entail, but is not limited to:

1. Mechanisms for transferring payments between the System Administrator and Permittees;
2. Tracking payments collected and confirming appropriate payment amounts;
3. Pooling collected compliance purchase payments into combined fund;
4. Paying back public financing loans;
5. Managing loans with Permittees;
6. Payments to compliance unit providers and/or pay-for-performance or CBP3 contractor(s);
7. Investments into additional compliance unit-generating Off-Site GSI Projects;
8. Tracking and managing administrative program costs; and/or

6.5.2 Ongoing O&M Fund

The O&M fee administrator and/or the Flood Control District (acting as fiduciary agent) would pool ongoing O&M fee funds and disburse funds as appropriate to the O&M effort spent by Permittees and/or private contractors performing O&M work with proof of completed O&M, as documented through the RAC System Tracking Tool. If O&M is conducted by a pay-for-performance or CBP3 contract, O&M efforts will be described in the contracting documents. The O&M Fund will also be required to conduct adequate tracking and perform financial reporting.

6.5.3 Harmonized and Pooled Funding

The Contra Costa County RAC System would provide authority to the CCCWP RAC System Administrator to pool funding resources as allowable. Pooling, if conducted, could include the Equivalent Acres Greened portion of the compliance purchases, multiplied by the NEB ratio as applicable (i.e., capital costs), and could include funds from other sources into the RAC System Fund. Pooling funds could enable the Contra Costa County RAC System to implement larger-scale projects and solutions. The unit cost of implementing small LID/GSI facilities (from any provider type) is typically higher than regional projects. Costs for design, mobilization,

construction, monitoring, and maintenance often become less expensive per unit on larger projects.

In addition, pooling of funds could facilitate leveraging low-cost financing sources, such as SRF funds; the capacity to link water quality financing with economic development and diversification funding sources; and the ability to work in partnership with private investors in the delivery of cost-effective GSI projects more quickly and with less risk to RAC System member agencies.

7. RISK AND UNCERTAINTY MANAGEMENT

Phase 2 of the Contra Costa County RAC System is anticipated to manage a variety of buyers, Off-Site GSI Projects, and participants across Contra Costa County's diverse landscape. With a multitude of elements to manage, there are likely to be risks and uncertainty that would need to be addressed to ensure that Permittees participating in the Contra Costa County RAC System would not face compliance liability. This section describes sources of uncertainty, followed by recommended management actions.

7.1 Sources of Uncertainty

Identified sources of uncertainty for the Contra Costa County RAC System are related to the variability of precipitation, pollutant concentration, control measure implementation, effectiveness and performance, and costs of constructing and maintaining Off-Site GSI Projects. Additionally, market demand for purchasing Equivalent Acres Greened compliance units is uncertain.

7.1.1 Capture of Equivalent Quantity of Stormwater Runoff and Pollutant Loading

The Equivalent Acres Greened compliance unit is designed to provide off-site equivalent quantity of stormwater runoff and pollutant loading in accordance with Provision C.3.e requirements for Regulated Projects. Precipitation and land use are the primary, non-management related factors that would influence the quantity of stormwater runoff and pollutant loading captured by Off-Site GSI Projects, respectively. As Contra Costa County contains a wide range of precipitation rates and historic land use, equating stormwater runoff and pollutant loading from a Regulated Project to an Off-Site GSI Project in different locations can be challenging. In addition, site-specific conditions may affect pollutant concentrations and control measure effectiveness and introduce a degree of uncertainty in environmental outcomes.

7.1.2 Risk of Noncompliance due to Project Failure

The failure in the implementation, operation, or maintenance of Off-Site GSI Projects can result in noncompliance for the Contra Costa County RAC System or System participants. As some compliance units may be exchanged up to three years before the Off-Site GSI Project generating the units is operational, a delay or failure to ultimately construct the compliance unit-generating Off-Site GSI Project could lead to noncompliance. Ongoing O&M is of particular concern for the System, as many of the anticipated compliance unit-generating projects are required to be operated and maintained on a long-term, ongoing basis.

7.1.3 Cost and Demand Uncertainty

Off-Site GSI Project construction and maintenance costs are used to set compliance purchase prices and ongoing O&M fees. These costs can vary widely and change from year to year, and there is risk of buyer shock if compliance purchase costs or O&M fees change drastically in a short time period. The number of participants in the RAC System and the magnitude of compliance units exchanged is difficult to predict as described in Section 6.2.

7.2 Managing Uncertainty

The Contra Costa County RAC System utilizes several mechanisms to manage identified risk and uncertainty that may affect Permittees, compliance unit providers, and environmental outcomes.

7.2.1 Runoff Equivalency – Rainfall Ratio

The Contra Costa County RAC System would require a rainfall equivalency factor (i.e., Rainfall Ratio) to be applied to the Regulated Project Runoff Generating Acres for exchanges of Equivalent Acres Greened compliance units generated in other Rainfall bands across the County (see Section 4.2.3.1). The Rainfall Ratio would account for variability in precipitation across Contra Costa County and provide the demonstration of “equivalent volume” required under Provision C.3.e.(2).

7.2.2 Pollutant Load Equivalency – Pollutant Ratio

A portion of the uncertainty surrounding the equivalency of pollutant loading between a Regulated Project and an Off-Site GSI Project is anticipated to be addressed through the RAC System’s Rainfall Ratio, which accounts for runoff volume generation differences. To account for pollutant loading differences between land use types, a comparison of average concentrations of PCBs and TSS (as surrogate for urban pollutants of concern) was conducted as described in Section 4.2.3.2. As PCBs are a legacy pollutant, new and re-development projects are anticipated to always produce lower concentrations than older urban areas. Based on the TSS analysis, there was no statistical difference in loading between commercial, residential, and institutional land use classifications; however, transportation and industrial land uses would be expected to produce higher levels of TSS and potentially other adsorbed pollutants. Therefore, any new or re-development projects that are proposed to have these land use types would require a higher Pollutant Ratio to apply to the Equivalent Acres Greened compliance units exchanged to provide the pollutant load capture equivalency demonstration required by MRP Provision C.3.e.i.

While treatment through control measures could be expected to be variable, any variability in the outcomes of the treatment control measures used for Off-Site GSI Projects is expected to occur at the same rate as those used for on-site Regulated projects.

7.2.3 Contractual Mechanisms

Traditional contracting mechanisms obligate payment based on the completion of a scope of work that is intended to provide desired outcomes. However, this approach still burdens buyers with the risk of underperformance of the desired outcomes. The mechanism used to contract the compliance unit providers, whether a pay-for-performance or CBP3 approach, is intended to reduce the occurrence of underperformance (e.g., project failure, inadequate LID/GSI implementation) by shifting the financial burden of underperformance from buyer to the provider of the service (in this case, the compliance unit provider).

7.2.3.1 Project Failure

Participants in the Contra Costa County RAC System would be required to agree to contractual provisions intended to provide assurances for performance of control measures, account for unseen conditions, and provide remedies for deficiencies. This may include financial assurances,

such as performance bonds. The contracts for compliance unit providers participating in the RAC System can be structured on pay-for-performance or CBP3 principles for larger-scale implementation. These contracts would require financial compensation to be tied to performance outcomes, such as the design, implementation, and O&M (if conducted by a private entity) of Off-Site GSI Projects. A pay-for-performance or CBP3 approach for the Contra Costa County RAC System may mitigate Off-Site GSI Project implementation or performance risk, while providing an incentive for compliance unit providers to provide cost-effective compliance units. Payments from CCCWP would be tied to milestones, including the successful certification of a properly-designed and implemented project. In addition, contracts would be expected to obligate compliance unit providers with the financial responsibility of addressing project failures. Compliance unit providers would be responsible for addressing failures revealed during certification and ongoing verification of O&M within a specified grace period. Some compliance units may be exchanged before the compliance unit-generating Off-Site GSI Project is constructed; however, the RAC System Administrator or local jurisdiction would only approve such pre-construction exchanges when there is high certainty that the Off-Site GSI Project would be constructed.

If private entities are identified as responsible for ongoing O&M and/or verification under a pay-for-performance or CBP3 approach, they would be similarly required to demonstrate proof of O&M conducted and adequate performance of Off-Site GSI Projects prior to receiving payment through the Countywide Maintenance District. Jurisdictions who conduct O&M for Off-Site GSI Projects would similarly need to demonstrate proof of O&M prior to receiving funds from the Countywide Maintenance District.

7.2.3.2 Unaddressed Catastrophic Project Failure

In the rare instance that a project failure is not addressed by a compliance unit provider within the specified grace period, contract provisions are expected to require financial compensation from the compliance unit provider for the Contra Costa County RAC System to provide MRP Permittees compliance units from another source. During Phases 1 and 2, the CCCWP RAC Subcommittee and/or Administrator would be responsible for locating and attaining Equivalent Acres Greened compliance units to replace defaulted compliance units. In future iterations of the RAC System, a supply of reserve compliance units may be obtained through a reserve pool of compliance units set aside and pooled from MRP Permittees.

7.2.3.3 Assurances for Compliance Unit Providers

Contractual provisions are also expected to provide assurances to compliance unit providers that certified Off-Site GSI Projects would not be subject to modifications to the Contra Costa County RAC System that occur after the establishment of the contract. This would pertain directly to changes to exchange ratios and/or calculation methods for compliance units and certification requirements. These types of contractual provisions are intended to reduce uncertainty and risk for compliance unit providers during their financial planning and decision-making process for Off-Site GSI Projects.

7.2.4 Cost and Demand Uncertainty

The RAC System would average Off-Site GSI Project implementation costs across the RAC System to mitigate design and construction cost variability and allow equitable sale of

compliance units. Additionally, increases in Equivalent Acre Greened unit costs would be allowed on an ongoing basis. Similarly, the RAC Administrator will conduct regular examination of the sufficiency of O&M fees and may increase these fees as needed to cover costs.

Market demand is subject to many factors. The RAC System has been designed such that larger-scale regional stormwater capture facilities could be implemented and generate compliance units for exchange. As larger scale facilities have been demonstrated to be more cost effective than smaller scale facilities, it is expected that RAC System participants would realize cost savings for their compliance needs. Compliance cost savings are likely to encourage demand.

8. ADAPTIVE MANAGEMENT

Section 8 describes adaptive management procedures for the Contra Costa County RAC System, and Sections 8.2 and 8.3 describe the responsibilities for adaptive management for timing and **oversight by entities**. This section refers to adaptive management processes that would occur following approval of the Contra Costa County RAC System through a permit amendment or other process, which would allow for the initiation of Phase 2 of the RAC System under MRP 3.

8.1 Scaling the Contra Costa County RAC System

Although Phase 2 of the Contra Costa County RAC System has a defined scope for its participants, compliance units, and jurisdiction, the RAC System was envisioned to provide a framework that would allow entities across the Bay Area to meet water quality goals while generating economic opportunities. Scaling the Contra Costa County RAC System to encompass more objectives and participation, or to allow for exchanges with other Countywide regional alternative compliance systems, could create opportunities for economies of scales and incentivize nonregulatory-based interests, such as environmental justice. This section provides considerations for scaling the Contra Costa County RAC System beyond Phase 2.

8.1.1 Scaling for Additional Compliance Units and Control Measures

It is anticipated that, after Phase 2 of the Contra Costa County RAC System, more control measures and associated compliance units could be integrated to address MRP provisions and other community needs.

8.1.1.1 Provision C.3.g. Hydromodification Management

Permittees with Regulated Projects subject to MRP Provision C.3.g. hydromodification management requirements may participate in the Contra Costa County RAC System to address Provision C.3.b. (LID/GSI requirements) for their Regulated Project off-site provided that their hydromodification control requirements are met on-site. As addressing water quality treatment and hydromodification control in the same on-site facility would be expected to be more cost-effective, it is not expected that many Regulated Projects would use this option. The Contra Costa County RAC System could be updated in the future to incorporate a separate Permittee hydromodification management track for a new hydromodification management compliance unit, if there is substantial interest.

The Permittee hydromodification management track would include a separate suite of hydromodification management facilities developed to ensure that impacts to soft-bottomed receiving waters directly downstream of Regulated Projects are adequately mitigated. These projects could potentially include regional hydromodification controls and/or in-stream measures as defined in MRP Provision C.3.g.iv. The impact to the direct receiving waters of Regulated Projects would necessitate a compliance unit that takes into account flow control mitigation that is based on the amount of impervious surface mitigated and geographically-specific to address the direct receiving waters. This hydromodification compliance unit would have to consider the relative location of Regulated Projects and Off-Site GSI Projects and would involve specific boundary restrictions on exchanges based on sub-watersheds.

Participating Regulated Projects seeking C.3.g hydromodification management compliance would participate in the Contra Costa County RAC System through payment of an exchange-specific hydromodification management compliance payment that would be added to the overall compliance purchase, along with a parcel-specific hydromodification management ongoing O&M fee, which would be added to the ongoing O&M fee.

8.1.1.2 Net Environmental Benefit

As described, during Phases 1 and 2, the funds collected for the NEB Ratio would be directed towards additional Equivalent Acres Greened compliance units. The additional Equivalent Acres Greened compliance units associated with the NEB Ratio for each exchange would provide a net increase in impervious surface treated and/or a net reduction in pollutant load.

Following the Phase 2 of the Contra Costa County RAC System, the NEB Ratio could be directed towards an expanded list of water quality projects and programs beyond additional Equivalent Acres Greened, in response to changing water quality objectives. These would be considered as part of the Contra Costa County RAC System adaptive management procedures described in Section 8.3.

8.1.2 Tracking and Incentivizing Ancillary Benefits

The LID/GSI and pollutant control measures implemented through the Contra Costa County RAC System may generate valuable co-benefits for Contra Costa County communities that are unrelated to provisions of the MRP, such as climate resiliency, localized flooding reduction, and environmental justice for disadvantaged communities. The objectives of the Contra Costa County RAC System could be expanded in the future beyond alternative compliance and include the incentivization of these types of ecosystem services and social benefits for Contra Costa County communities.

Incentivization of co-benefits could be accomplished by creating compliance units for each ancillary benefit and/or identifying disadvantaged communities and incorporating discounting factors into the CCCWP RAC Subcommittee's selection criteria for Off-Site GSI Projects. Compliance unit providers could be incentivized to generate ancillary benefits through discount factors applied to Equivalent Acres Greened compliance unit-generating projects (e.g., through the WQB Ratio) that meet a minimum threshold for ancillary benefits and/or are located in designated disadvantaged communities. There may also be opportunities to maximize ancillary benefits through use of a CBP3 approach, see Section 6.6.

8.1.3 Scaling for Additional Participation

Although the Contra Costa County RAC System is envisioned to provide alternative compliance for Regulated Projects, there are several public and private entities in the Bay Area with overlapping interests and water quality goals that would benefit from participation in the RAC System.

8.1.3.1 Additional Buyers

During Phase 2, the primary source of funding for the Contra Costa County RAC System Off-Site GSI Projects would be compliance purchase payments collected from Permittees and private developers of Regulated Projects participating in the RAC System. The RAC System could incorporate ancillary funding from sources invested in water quality improvements in the Bay

Area, including Caltrans, Phase II MS4 permitted entities, IGP or individual NPDES Permittees, POTWs interested in TMDL reductions, or conservation groups interested in “retiring” (i.e., purchasing for non-compliance related water quality benefit) compliance units.

After or during Phase 2, it is recommended that the CCCWP RAC Subcommittee conduct a preliminary investigation into the interest and demand from other NPDES-regulated entities. If demand exists from other entities to participate in the Contra Costa County RAC System, the CCCWP RAC Subcommittee could identify amendments to the Contra Costa County RAC System framework and Off-Site GSI Project selection criteria that could widen the scope of potential buyers of compliance units generated from Off-Site GSI Projects.

For example, if demand exists from IGP Permittees, the CCCWP RAC Subcommittee could identify revisions to the certification process such that compliance units generated in the system could be used by both developers and IGP Permittees. An expansion of System buyers to other NPDES-permitted entities may require review and approval by the Water Board, the State Water Resources Control Board, EPA, and/or other regulators.

The Subcommittee could also consider creating a simple cost structure for other entities, as streamlining the funding process has been a heavily echoed sentiment from current MRP Permittees and a likely request from other entities.

8.1.3.2 Additional Compliance Unit Generators

The anticipated compliance unit providers during the Phase 2 of the Contra Costa County RAC System are municipalities and private entrepreneurial entities with experience developing LID/GSI in the urban landscape. As the Contra Costa County RAC System expands, it is anticipated that other public entities or non-governmental organization with similar water quality objectives could participate in generating cost-effective compliance units through economies of scale with large mitigation projects. In the Bay Area, this could potentially include Caltrans Trash/POC mitigation projects, source control programs, stream restoration projects led by non-governmental organizations, or other similar water quality improvement projects or programs.

8.1.4 Scaling for a Regional Inter-County Program

One of the priorities envisioned for the Contra Costa County RAC System following Phase 2 is exploring how to expand the RAC System to include additional Permittees, outside of Contra Costa County, subject to the MRP requirements and the PCBs and mercury TMDLs, across the Bay Area. Scaling the Contra Costa County RAC System to a larger regional inter-county program may require:

- Coordination and agreement between counties to ensure uniform adoption of the Contra Costa County RAC System framework;
- Approval from regulators;
- Clear roles for collecting and dispersing compliance purchase payments and ongoing O&M fees; certification, verification, and tracking of compliance units; and, if possible, identification of centralized entities that may be able provide these services across jurisdictions;

- Inclusion of inter-county stakeholders in Contra Costa County RAC System RAC Subcommittee;
- Consensus on how Permittees may claim pollutant load reductions generated by Off-Site GSI Projects in other jurisdictions for Regulated Projects within their jurisdiction and vice versa;
- Refinement or expansion of Rainfall Ratio to account for precipitation rainfall across the Bay Area;
- Considerations for pollutants of concern hot spots in an inter-county context; and/or
- Updates to the tracking system to incorporate new counties and avoidance of issues such as double-counting.

8.1.5 Scaling for Other Considerations

As participation grows, the Contra Costa County RAC System may consider leveraging a larger number of Off-Site GSI Projects across the System to mitigate the risk of catastrophic project failure. This could be accomplished in future iterations with a reserve pool of compliance units, which is often implemented through a reserve ratio applied to the buyer. For example, a reserve ratio of 1.1:1 would require 10% of purchased Equivalent Acres Greened to be set aside for a reserve pool that would be used to mitigate any catastrophic project failures in the System.

8.2 Ongoing System Decision Points

Regular review and revision of the Contra Costa County RAC System Off-Site GSI Projects and the technical aspects of the Contra Costa County RAC System is anticipated. These ongoing decision points would be the responsibility of the CCCWP RAC Subcommittee and System Administrator.

8.2.1 Selection Criteria for Off-Site GSI Projects

Off-Site GSI Projects generating the compliance units to meet the initial projected demand could be constructed as part of the same contract through a pay-for-performance or CBP3 contracting model. If a larger regional contract to implement Off-Site GSI Projects is pursued, one primary function of the CCCWP RAC Subcommittee would include developing criteria for Off-Site GSI Project selection, reviewing applications, and approving Off-Site GSI Project for compliance unit generation for the contract. Criteria for selection may include but not be limited to: confirmation the Off-Site GSI Project meets baseline requirements, TMDL load reduction potential, multi-benefits provided, geographic location, and/or costs.

8.2.2 Technical Review

The CCCWP RAC Subcommittee and/or their appointed technical reviewers would be responsible for providing regular review on the technical aspects of the Contra Costa County RAC System and proposing updates to the RAC System framework, as necessary. This may include, but not be limited to, regular review and revision of:

- Approved control measures and quantification methodologies for associated generated compliance units;

- Precipitation and land use classification data;
- System Ratios, including the Rainfall Ratio, Pollutant Ratio, WQB Ratio, or other ratios that may be incorporated;
- Equivalent Acres Greened compliance unit calculation; and/or
- Key System Tracking Tool capabilities.

Other control measures not included in section 5.3 could be used to generate Equivalent Acres Greened compliance units, if compliance unit providers wishing to use them can demonstrate that the facilities are designed consistent with the C.3 Guidebook requirements (CCCWP, 2017) and provide equivalent volume capture and pollutant load reduction performance as the facility types listed. It is envisioned that Phase 2 of the Contra Costa County RAC System would limit allowable control measures to LID/GSI facilities only. Non-LID/GSI facility types could potentially be considered in the future, through the Contra Costa County RAC System adaptive management protocol outlined in Section 8.3.2.

8.3 Procedures for System Changes

As the Contra Costa County RAC System evolves and expands, there could be interest in incorporating new pollutants of concern, benefits, participants, and jurisdictions into the System framework. Changes related to the System framework would involve the CCCWP RAC Subcommittee, identified technical advisors, the Flood Control District, contracted entities, and/or others involved in System administration, and incorporate stakeholder recommendations. Preliminarily, it is expected that minor programmatic changes to the Contra Costa County RAC System would be updated in RAC System Documents but would not require policy related changes. However, any changes to the RAC System that could affect water quality outcomes would require an amendment to the MRP. These major changes would entail completion of the formal permit amendment process required by the Water Board. RAC System changes would be expected to be reported through the required RAC System reporting processes.

8.3.1 Process for RAC System Changes

The Contra Costa County RAC System is expected to be reviewed regularly. RAC System changes would be completed on an as-needed basis and would involve the following process:

- **Draft RAC System Priorities** - The CCCWP RAC Subcommittee would be responsible for identifying areas for change in the Contra Costa County RAC System framework. The RAC System Priorities process would summarize the status of the RAC System, identify changes, and whether proposed changes would require completion of a formal permit amendment process.
- **Stakeholder Feedback**– The CCCWP RAC Subcommittee would be responsible for sharing the RAC System priorities, with any identified technical advisors as well as the public to collect feedback. This process is envisioned to be separate from a formal public input process that may occur as part of a permit amendment.
- **Technical Recommendations** - Technical aspects of the Contra Costa County RAC System framework would be reviewed on an as-needed basis by the CCCWP RAC

Subcommittee and/or technical advisors. These components may be reviewed based on outcomes observed by the RAC System Administrator and CCCWP RAC Subcommittee, or may be reviewed per a request from the Water Board following formal reporting procedures. Recommendations for changes would be developed prior to a regularly scheduled RAC System Strategy Meeting. Technical recommendations would only be applied to future exchanges; they would not affect exchanges already completed or in progress (i.e., it is anticipated that all completed exchanges would be “grandfathered” under the RAC System). Technical aspects that may be reviewed include:

- Precipitation and equivalent stormwater runoff across locations
 - Land use classification and equivalent pollutant loading across locations
 - Ratios pertaining to equivalency, uncertainty, and (potentially) reserve ratios
 - Compliance purchase compliance unit calculation
 - Allowable control measures
 - Integrating a market-based approach to determine cost per Equivalent Acres Greened
- **RAC System Strategy Meeting** – The CCCWP RAC Subcommittee and technical advisors would convene on a regular basis to share stakeholder feedback and recommendations pertaining to the RAC System framework and draft system priorities prior to completing RAC System changes.
 - **RAC System Changes and Public Notification** - The CCCWP System Administrator would amend the RAC System Framework with the approved list of recommended RAC System amendments. The RAC System Administrator will publish notices of any substantial amendments made to the RAC System to participants and the general public.
 - **Permit Reissuance Cycles and Permit Amendments** – Substantial structural changes to the RAC System may require changes to permit language for the RAC System option. Permit language changes, if identified, are anticipated to occur during permit reissuance cycles; however, there is a possibility that future permit amendments may be needed.

8.3.2 Changes to Preapproved List of Control Measures

Potential compliance unit providers interested in generating Equivalent Acres Greened compliance units would be encouraged to design projects using control measures from the preapproved list of control measures (Section 4.2.1.2). Changes to allowable control measure types that are not accepted in the current MRP and/or future issuances would be expected to result in a formal permit amendment process.

8.4 Funding and Financing Considerations

8.4.1 Financing of Off-Site GSI Projects

Adaptive management of the implementation of the Off-Site GSI Projects would be required at the project level and programmatically. For each Off-Site GSI Project, the project design and implementation plan would be required to address elements of risk, uncertainty, and the dynamic

nature of these GSI projects to optimize performance. This also may include financial assurances (e.g., performance bonds) and adaptive management criteria. Adaptive management is likely to be particularly important for Off-Site GSI Projects implemented through a pay-for-performance or CBP3 contracting model with compliance unit providers, financed upfront through public or private financing opportunities.

8.4.2 Compliance Purchase Amount Review and Adjustment

At the programmatic level, the RAC System Fund may be evaluated regularly by the CCCWP System Administrator to address the annual inflation rate, market conditions, changes in the regulatory environment, new procurement strategies, and construction and project stewardship costs. If the implementation costs for the Contra Costa County RAC System exceed compliance purchase revenue, then the CCCWP System Administrator may adjust the compliance purchase components upward to address the documented deficiencies. Following Phase 2 of the Contra Costa County RAC System, the funding and financing for the RAC System would be expected to change as the RAC System evolves.

The Contra Costa County RAC System would include a process to regularly evaluate the sufficiency of the compliance purchase amounts, particularly the Equivalent Acre Greened unit cost and the administrative payment, and to adjust the compliance purchase components as needed. The CCCWP System Administrator would regularly evaluate how Off-Site GSI Project implementation costs align with the Equivalent Acre Greened unit cost ($Cost_{EAG}$) and could make associated needed adjustments. This could be based on the RAC System regular reporting process.

Adaptive management procedures for the ongoing O&M fees would be defined in updates to the Flood Control District Expenditure Policy, the O&M fee Operational Procedures; and the O&M fee Operational Plan, developed as part of the establishment and approval of the ongoing O&M fee.

Some programs note that cumbersome processes discourage them from adjusting prices as frequently as may be desirable. Others have reported that they have standard practices in place for regular—often annual—evaluation of whether the payments collected are enough to cover project and administrative costs. Programs that have flexibility to update their required payment amounts without lengthy approval or amendment processes may be better equipped to update the payment amounts as needed.

9. OVERVIEW OF TRACKING TOOL

Section 9 describes **the accounting and reporting system**, required for proposed program submittal per MRP 3 Fact Sheet.

9.1 Contra Costa County RAC System Components Tracked

A RAC System Tracking Tool is being developed for the Contra Costa County RAC System by SFEI. The RAC System Tracking Tool will include a comprehensive database to track components of the RAC System and relate RAC System components to existing tracking tools. The components tracked will include:

- Off-Site GSI Project identification; location (i.e., geospatial information); drainage area and imperviousness; rainfall zone; tributary land uses; control measure type; and calculated compliance units.
 - Off-Site GSI Project certification, including confirmation of appropriate control measure type and sizing; and links to relevant forms completed by certifying entities.
 - On-going GSI Project verification, including the results of regular inspections and links to relevant forms completed by certifying entities.
 - Compliance units, including: Off-Site GSI Project generating units; rainfall zone; and tributary land use.
 - Off-Site GSI Project ledger, tracking the number of compliance units sold and associated exchange identification numbers (see below); and the remaining compliance units available for purchase.
- Regulated Project information, linked from the County's existing AGOL tool.
- Exchange Information, including: an exchange identification number; the number of compliance units required for purchase by a Regulated Project, calculated using Equation 4-8 in Section 4 of this document; or the number of compliance units desired for purchase by another buyer; the identified compliance units for purchase with associated attributes; the compliance purchase payment amount, including applicable administrative payments associated with the jurisdictions in which the Off-Site Project and/or buyer are located in, along with the System administrator; the ongoing O&M fee identification; links to relevant agreements signed by the Regulated Project and/or other buyer, and confirmation that the compliance purchase has been paid.
- O&M fee tracking, potentially linked to the Flood Control District's tax tracking system.

Other Contra Costa County RAC System information that will be tracked at the administrative level include signed agreements from participants, contracts with CBP3 developers or others implementing Off-Site GSI Projects, System rules and requirements, and summaries of regular meetings and resulting amendments/addendums to System rules and requirements.

Section 10 and Appendix C include additional information on templates that will be completed for the Contra Costa County RAC System and include details of the data collected and tracked in the System Tracking Tool.

9.2 Accounting System

The RAC System Tracking Tool will include an accounting system that provides tracking of generated compliance units, compliance purchase amounts, and whether and when payments were made. Generated compliance units will be populated in the RAC System Tracking Tool associated with the Off-Site GSI Projects, and a linked ledger will track “sold” compliance units and available compliance units. It is expected that financial tracking will be conducted by individual jurisdictions collecting and/or transferring compliance purchase payments, but the System Tracking Tool will include tracking of whether and when the payment was made. It is expected that O&M fee financial tracking will be managed by the O&M fee Administrator and/or the Flood Control District.

9.3 Reporting System

Template documents will be used to document Off-Site GSI Project certification, verification, and individual exchanges. This information will be available as completed forms linked within the System Tracking Tool, as well as in the System Tracking Tool database, as described in Section 9.1. Reporting will be completed by the System Administrator in accordance with the requirements of the Water Board and MRP 3. Information regarding implemented Off-Site GSI Projects, certification, verification, exchanges, and ongoing O&M will be readily available in the System Tracking Tool. It is anticipated that this data would be extracted for annual reports using a defined process based on the established reporting requirements.

10. CONTRA COSTA COUNTY RAC SYSTEM TEMPLATE DOCUMENTS

10.1 Approach to Development of RAC System Templates

The System templates and forms were designed to build on existing processes, forms, and tracking systems where possible. The CCCWP has developed a number of standard templates and forms for Regulated Project design review, construction inspection, and O&M verification that were incorporated into the documents for RAC System certification, verification, and tracking.

System templates/forms need to document all aspects of the RAC System, including:

- The Regulated Project's use of the alternative (off-site) compliance option;
- The Off-Site GSI Project, including:
 - Facility attributes;
 - Design review, construction inspection, and certification;
 - Ongoing O&M (including O&M Plan and Agreement) and O&M verification;
- Exchange details, including total compliance units and equivalency; and
- Necessary agreements and/or resolutions among participants in the RAC System.

The RAC System templates/forms need to interface with the RAC System Tracking Tool, described in Section 9. Some of the forms will be used to input data directly into the Tracking Tool, and some of the templates/forms will be uploaded as documents for storage in the Tracking Tool. Development of the RAC System templates/forms requires close coordination with the design and development of the Tracking Tool to ensure an integrated approach.

The following sections describe the existing and newly developed forms to be used to document the various aspects of the System.

10.2 Regulated Project Documentation

10.2.1 Stormwater Control Plan

CCCWP Permittees currently require that a Regulated Project applicant submit a Stormwater Control Plan describing the project and site characteristics, the selection and sizing of required site design, source control, stormwater treatment measures, and operation and maintenance of treatment measures. For this purpose, Permittees have used or adapted the existing CCCWP Stormwater Control Plan template.²²

As part of development of RAC System templates, the existing Stormwater Control Plan template has been modified to include sections to document the applicant's choice of alternative

²² Existing CCCWP templates and forms can be found on the CCCWP website:
<https://www.cccleanwater.org/development-infrastructure/development>

compliance (in lieu of some or all onsite treatment) and to require submittal of the Off-Site GSI Project Data Form (Section 10.3.1) and the Alternative Compliance Exchange Documentation Form (see Section 10.4). These two forms, available from the System Tracking Tool, will document an authorized exchange and payment of compliance purchases and will allow the reviewing agency to confirm compliance with MRP Provision C.3. The modified Stormwater Control Plan is provided in Appendix C-11.

For Regulated Projects selecting alternative compliance, applicants would use the revised Stormwater Control Plan to provide project data, identify required source controls, and incorporate site design measures where feasible.

10.2.2 Regulated Project Tracking in AGOL

Contra Costa Permittees currently use the AGOL Application, “C3 Project Tracking and Load Reduction Tool” to track completed Regulated Projects and associated stormwater treatment measures in order to calculate estimated PCBs and mercury load reductions resulting from these projects. For Regulated Projects selecting alternative compliance, project attributes would continue to be entered into AGOL per the current procedure. The use of the System would be entered under the “Alternative Compliance Measures” field in AGOL, which would link to information about the Off-Site GSI Project, which would have also been entered into AGOL when completed and certified via the Off-Site GSI Project ID.

10.3 Off-Site GSI Project Forms

This section reviews the forms required to describe, certify, and verify the Off-Site GSI Project/s and provide documentation in the RAC System Tracking Tool. These forms include a number of existing forms currently used by Contra Costa Permittees as well as three new forms specific to implementing the System.

10.3.1 Pre-Construction Off-Site GSI Project Data and Design Certification Form

The Pre-Construction Off-Site GSI Project Data and Design Certification Form (Appendix C-3) is a new form that will only be used for Off-Site GSI Projects that are approved by the RAC System Administrator and/or local jurisdiction to exchange compliance units prior to final construction. This form contains the attributes of the Off-Site GSI Project that will be entered into the Tracking Tool. This form will be completed after review and approval of the Off-Site GSI Project to generate compliance units. It will also be used to summarize the design review and approval processes completed by the Certifying Entity. It includes sign-offs by Certifying Entity staff on design review. For these Off-Site GSI Projects, the Off-Site GSI Project Data Form (Appendix C-4) and the Off-Site GSI Project Post-Construction Certification Form (Appendix C-5) must be updated and submitted once construction is completed, no later than three years after initial exchange of compliance units.

Off-Site GSI Projects that are not approved for compliance unit exchange prior to construction do not need to complete the Pre-Construction Off-Site GSI Project Data and Design Certification Form (Appendix C-3), and will instead just complete the Off-Site GSI Project Data Form (Appendix C-4) and the Off-Site GSI Project Post-Construction Certification Form (Appendix C-5).

10.3.2 Off-Site GSI Project Data Form

The Off-Site GSI Project Data Form (Appendix C-4) is a new form containing the attributes of the Off-Site GSI Project that will be entered into the Tracking Tool. This form will be completed after review and approval of the Off-Site GSI Project to generate compliance units. If review and approval occurs prior to certification, the form will be updated when certification occurs post-construction. Attributes to be entered into the form (and subsequently the Tracking Tool) include: facility ID number; facility type and location; Drainage Area size(s), location(s), and land use(s); total impervious and pervious surface within the Drainage Area(s); total greened acres; facility owner; and optionally, project cost; and associated multiple benefits.

10.3.3 Off-Site GSI Project Post-Construction Certification Form

The Off-Site GSI Project Post-Construction Certification Form (Appendix C-5) is a new form that will be used to summarize the design and construction review and approval processes completed by the Certifying Entity. It includes sign-offs by Certifying Entity staff on design review and construction inspections, as well as verification of a complete and acceptable O&M Plan and, as appropriate, an O&M Agreement. It also helps organize the multiple documents that are currently used by Contra Costa Permittees to (1) conduct inspections of stormwater treatment facilities during and at completion of construction, and (2) fulfill MRP requirements for ensuring facilities will be properly maintained for the life of the project by a responsible party. These existing documents include:

- Stormwater Treatment Facilities Construction Inspection Checklist (Appendix C-6)
- Stormwater Facilities O&M Plan Template (Appendix C-7)
- Stormwater Management Facilities O&M Agreement Template (Appendix C-8)

These three documents also need to be prepared for the Off-Site GSI Project and uploaded to the Tracking Tool to complete the certification process. There will likely be multiple Construction Inspection Checklists, since inspections are conducted during different phases of construction of the Off-Site GSI Project, as well as at completion of construction.

10.3.4 Off-Site GSI Project O&M Verification Form

The Off-Site GSI Project O&M Verification Form (Appendix C-10) is another new summary form that documents that: 1) O&M of the Off-Site GSI Project was performed; 2) O&M verification inspections were conducted (by whom and when); and 3) any maintenance deficiencies found were corrected. It relies on the use of the existing Stormwater Facility O&M Inspection Report (Appendix C-9) for documentation of the O&M verification inspections. The O&M Verification Form is intended to be completed once the O&M verification inspection(s) have been completed by the Verifying Entity. If deficiencies in maintenance are found, there may need to be one or more additional inspections performed to ensure that deficiencies have been corrected before the O&M Verification Form can be completed and uploaded into the Tracking Tool.

Note that the O&M Verification Form is required to be uploaded to the Tracking Tool as proof of ongoing Off-Site GSI Project verification. However, the Stormwater Facility O&M Inspection

Report forms are to be retained by the Verifying Entity and the inspection data from the forms entered into the Verifying Entity's local O&M inspection database.

10.4 Exchange Documentation

An "Alternative Compliance Exchange Documentation Form" (Appendix C-10) was developed to document each individual exchange transaction that takes place in the Contra Costa County RAC System and confirm that: (1) the required compliance purchases were paid; and (2) the exchange was reported to the O&M fee Administrator so that the required annual O&M fees can be added to the regulated parcel's property tax fees. An individual exchange transaction is defined as the payment of compliance purchases and annual O&M fees by the owner of the Regulated Project (i.e., the buyer) in exchange for a specified quantity of Equivalent Acres Greened produced by one Off-Site GSI Project (i.e., the seller). Each individual exchange transaction is assigned a unique Exchange ID.

The Alternative Compliance Exchange Documentation Form provides the details of the exchange, including calculation of the quantity of Equivalent Acres Greened that a Regulated Project needs to purchase for compliance purposes, the amount of Equivalent Acres Greened that the Regulated Project is purchasing from a specific Off-Site GSI Project with this exchange, and calculation of the compliance purchase amounts and annual O&M fees associated with the amount of Equivalent Acres Greened purchased via this exchange. The Form also provides confirmation that the compliance purchase was paid in full and that the information on annual O&M fees was provided to the O&M fee Administrator to allow for ongoing fees for the Regulated Project's parcel. If a Regulated Project is purchasing Equivalent Acres Greened from more than one Off-Site GSI Project, a separate Form is completed for each exchange. Each Form is uploaded to the Tracking Tool and linked to the appropriate Off-Site GSI Project via the Facility ID. The Regulated Project associated with each Exchange ID is identified with the same Regulated Project ID that is used in the County's AGOL system.

10.5 Participant MOU and Stormwater Ordinance Language and Participant MOU

Example stormwater ordinance language and an example agreement or MOU are provided in Appendix C. Jurisdictions would be expected to update their Stormwater Ordinances to include the Contra Costa County RAC System as a compliance option for Regulated Projects. Model Stormwater Ordinance language to include the RAC System is provided in Appendix C-1. Note that this is expected to be updated following Water Board approval of the final Contra Costa County RAC System. In addition to updating their Stormwater Ordinances, Permittees would be required to complete the agreement to participate in the RAC System, to allow Off-Site GSI Projects to be located within their jurisdictions, and to allow Regulated Projects within their jurisdictions to participate in the RAC System. It is expected that the example MOU provided in Appendix C-2 may be updated for consistency with the Contra Costa County RAC System permit amendment or other Water Board approval documentation and will be further reviewed by City attorneys before being finalized for Phase 2 of the RAC System.

11. CONTRA COSTA COUNTY RAC SYSTEM NEXT STEPS

Section 11 describes Contra Costa County RAC System **expectations for timing**.

This RAC System Summary Report primarily describes the proposed Contra Costa County RAC System structure that is envisioned to be implemented during Phase 2 (i.e., initial System roll-out). Prior to initiating Phase 2 and following completion of this System Summary Report, one to two Phase 1 pilot exchanges will be conducted to test key components of the proposed Contra Costa County RAC System structure. Any lessons learned during the Phase 1 pilot exchanges will be applied to this System Summary Report to create the Final Program Documents used to guide Phase 2 of the Contra Costa County RAC System. Phase 2 will be launched after Water Board approval of the RAC System as an option under Provision C.3.e through a permit amendment or other mechanism.

During the Contra Costa County RAC System launch and initial implementation as part of Phase 2, the CCCWP RAC Subcommittee and System Administrator will use the adaptive management procedures described in Section 8 to amend the Final Program Documents to address lessons learned. After this Contra Costa County RAC System establishment period and implementation of required System adjustments and amendments, the System will shift into Phase 3, during which the System will be fully operational. At this phase, it is expected that adaptive management adjustments will be minimal and based primarily on forces external to the RAC System, such as market and regulatory changes.

A proposed schedule for Contra Costa County RAC System implementation and launch following completion of this RAC System Summary Report is provided in Table 9. Key administrative entities responsible for the next steps listed are identified. The time frames included in the table are subject to change depending on lessons learned during Phase 1 or Phase 2. Based on this anticipated schedule, the Contra Costa County RAC System will be fully established and operational (i.e., in Phase 3 of development) by 2029 to 2030.

Table 9: Contra Costa County RAC System Implementation Phases Schedule

| Stage | Who | Steps | Anticipated Time Period |
|---------------------------|--|---|-------------------------|
| Phase 1 (Pilot Exchanges) | Project Steering Committee and Project Consultant Team | <ol style="list-style-type: none"> 1. Identify Equivalent Acres Greened compliance units. 2. Identify buyer(s). 3. Calculate compliance units and compliance purchase amount for pilot exchange. 4. Develop MOUs. 5. Perform Certification and Tracking. 6. Pilot Template Documents. 7. Report Lessons Learned. | 2022–2023 |

| Stage | Who | Steps | Anticipated Time Period |
|--|--|---|-------------------------|
| Phase 2 (Initial System Roll-Out) | CCCWP System Administrator | <ol style="list-style-type: none"> 1. Prepare MRP amendment submittal. 2. Update CCCWP MOU or establish other agreement for permittee participants. 3. Establish CCCWP administrator, subcommittee(s), meeting scheduling, and other administrative structural needs. 4. Establish financial transaction processes. 5. Identify project implementation strategy (e.g., financing for larger-scale implementation through CBP3 or other process). 6. Conduct cost study to set the Equivalent Acre Greened unit cost portion of the Phase 2 compliance purchase. 7. (As applicable) Identify compliance unit generator contractor(s). | 2022-2026 |
| | O&M Fee Administrator | <ol style="list-style-type: none"> 1. Establish O&M fee mechanism (proposed to be a Community Facilities District). 2. Establish O&M Fund. 3. Develop and implement Operational Procedures that describe how the O&M fees are levied, managed, and distributed through the identified mechanism and/or other administrative funds and processes. 4. Conduct cost study to set Phase 2 ongoing O&M fee rate schedule or per unit amount. | 2023-2026 |
| | Permittees | <ol style="list-style-type: none"> 1. Perform CEQA evaluation. 2. Update Stormwater Ordinance (see Appendix C) 3. Develop administrative payment and payment transfer processes and other financial processes. 4. Sign agreement with CCCWP Administrator. 5. Receive training and/or instructions for RAC System implementation. | 2023-2025 |
| | All entities | <ol style="list-style-type: none"> 1. Launch System (including outreach). 2. Conduct minor ongoing adaptive management. | 2025-2027 |
| Phase 3 and beyond (Established and Fully Operational System) | CCCWP Regional Alternative Compliance Subcommittee | <ol style="list-style-type: none"> 1. Evaluate Phase 2 of System (see Section 8). 2. Submit supplemental information as part of MRP 3 Report of Waste Discharge or MRP 4 permit reissuance process. 3. Identify needed internal RAC System changes based on results of evaluation. 4. Adjust Equivalent Acre Greened unit cost portion of the compliance purchase as needed. 5. Consider outreach or other expansion needs. 6. Conduct ongoing adaptive management processes. | 2028-2029 |
| | CCCWP Administrator | <ol style="list-style-type: none"> 1. Amend System as needed (see Section 8). 2. Conduct outreach relating to System expansion needs. 3. Implement ongoing adaptive management needs. | 2028-2030 |
| | O&M Fee Administrator | <ol style="list-style-type: none"> 1. Adjust ongoing O&M fee amount as needed. | 2028-2029 |

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GLOSSARY

Alternative Compliance Systems: Flexible compliance programs that allow regulated dischargers with costly or infeasible pollution control requirements to meet equivalent discharge reductions by investing in the implementation of cost-effective and feasible controls at other source locations, thereby achieving an overall environmental benefit at a reduced overall cost.

Baseline: Requirements that must be achieved by a source before generating a unit of metric. This may include meeting specific load reduction requirements before surplus load reductions may be exchanged or other requirements in the alternative compliance system.

Buyer: The regulated entity that purchases or provides funding for surplus compliance units generated by another entity to meet their own water quality compliance requirements.

Certification: Process that involves the formal inspection, documentation and tracking of implemented actions necessary to ensure the benefits being exchanged as compliance units are being achieved throughout time. Certification is a demonstration to all stakeholders that the project that is generating compliance units will meet expectations. Certification often involves third-party project reviews and physical inspections of implemented practices to ensure actions are appropriately designed, implemented and maintained to achieve intended outcomes as defined by the alternative compliance system framework, guidelines and/or requirements.

Compliance and Enforcement: Entity that ensures that criteria for participants in an alternative compliance system are being met. In the event of non-compliance, the entity can either report to, or is, a delegated authority able to enforce water quality non-compliance provisions as necessary.

Control Measure: Structural or non-structural practices, management changes, or activities that can be implemented to generate measurable or estimated compliance units in an alternative compliance system.

Community-Based Public-Private-Partnership: A form of alternative delivery in which a government agency and private entity partner to improve both water quality and quality of life for a community in a cost-effective way. CBP3s are typically focused on implementing green infrastructure approaches that provide for local economic growth in urban and underserved community.

Compliance Unit: A common measurement unit of equivalent pollutant discharge reduction that reflects both the regulatory pollution control requirement and the measurable or estimated outcome at the alternative source of control. This metric is often expressed as mass pollutant load reduction per time (e.g., pounds/year) or as a scientifically-defensible measure of equivalency between the regulatory requirement and the benefits metric from the alternative control (e.g., “acres greened”, “acres treated”, or “volume managed/treated”). The compliance unit in an alternative compliance system is the unit of water quality benefit, such as a pollution reduction credit or offset, that can be generated and utilized in the alternative compliance system.

Compliance Unit Providers: Entities or individuals that construct or otherwise implement Off-Site GSI Projects that are certified through the Contra Costa County RAC System. Compliance

unit providers are eligible to receive payment when compliance units generated by the Off-Site Projects they have implemented are exchanged.

Compliance Unit-Generating Project: See Off-Site GSI Project.

Current Conditions: An exchange baseline defined as the onsite performance, based on the selected metric(s), of an area prior to the implementation of a control measure or project. This type of exchange baseline allows for all units of water quality benefit generated from a control measure or project to be exchanged as surplus.

Design-Build-Finance (DBF): An approach that combines innovation of design-build with some amount of private sector capital (such as debt or equity). This model often combines private sector funds with existing public sources and allows private capital to fill any gaps in funding.

Design-Build-Finance-Maintain (DBFM): Similar to the DBF approach, DBFM also includes short to medium term financial and maintenance responsibility for the private partner and requires the public partner to retain the responsibility for operation.

Design-Build-Finance-Operate-Maintain-Availability Payment (DBFOM-AP): Similar to DBOM, DBFOM-AP requires the private partner to be responsible for financing while the public partner maintains control over fees and revenue collection (if applicable) and makes pre-established payments to the private entity for project delivery and performance commitments.

Design-Build-Operate-Maintain (DBOM): Similar to the DBF approach, DBOM also includes a short to medium-term operational and maintenance responsibility for the private partner.

Eligible Entities: The types of entities that are allowed to participate as either a buyer or seller in an alternative compliance system.

Eligible Exchanges: The types of purchases, trades, and/or sales of compliance units that are allowable in the system.

Exchange: In authorized alternative compliance systems, “exchange” refers to compliance units that can be transacted between entities to mutually achieve required pollutant reductions. Surplus cost-effective pollutant reductions (compliance units) achieved for one pollutant source can be exchanged with another regulated entity for their alternative compliance.

Exchange Ratio: A numerical value used to convert an estimated load reduction into a tradable compliance unit. An exchange (or trade) ratio may include considerations for: 1) lack of information and risk associated with control measures, implementation and performance (uncertainty); 2) trading of different pollutants or different forms of the same pollutant (equivalency); 3) the distance and unique watershed features that will affect pollutant fate and transport between exchanging entities (delivery); and, 4) compliance risk reduction mechanisms (reserve and retirement).

Grants and Reserve Accounts: A fund set aside by an entity to meet future costs of green infrastructure upkeep and any unexpected future costs.

Green Stormwater Infrastructure: 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 stormwater infrastructure refers to the patchwork of natural areas that provides habitat, localized flood protection, cleaner air, and cleaner water. At the scale of a neighborhood or site, green stormwater infrastructure refers to stormwater management systems that mimic nature by capturing and storing water.

Guidance: In the context of a legal basis for alternative compliance systems, guidance refers to standards or frameworks provided or approved by a Clean Water Act-delegated agency to provide advice on how best to comply with specific rules.

In-Lieu Fee: An approach to compensatory mitigation for losses of aquatic resources that allows Permittees to provide funds in the form of a payment to an administering government or non-profit conservation organization. Such payments are then pooled to build and maintain off-site mitigation sites.

Legal Basis for Alternative Compliance: Mechanism necessary for implementing an alternative compliance system. This may include, but is not limited to rules, guidance, or plans.

Nonpoint Source: Source of water impairment that does not come from any discernable, confined, and discrete conveyance including, but not limited to, land runoff, precipitation, atmospheric deposition, drainage, seepage, or hydrologic modification.

Off-Site GSI Project: A stormwater capture facility that is designed consistent with MRP C.3.c and C.3.d and captures and treats tributary drainage area that is not associated with a Regulated Project.

Offset Program: Similar to water quality trading, an offset program is a market-based alternative compliance approach in which a source can purchase pollutant reduction credits from another source to achieve a pollutant discharge requirement. Unlike water quality trading, an offset program is often utilized in contexts where regulated dischargers are interested in meeting a water quality pollutant reduction requirement, such as new development or urban growth, but may not have to meet a collective cap on water pollutant discharges.

Performance-based Contracting (PBC): Unlike traditional contracting where payment is based on control measure implementation, performance-based contracting (or “Pay-for-Performance”) is an approach to alternative compliance where payment is contingent on the delivery of an outcome. Performance-based contracting can be utilized in several combinations to tie payment to different outcomes.

Plan: In the context of a legal basis for alternative compliance systems, a plan refers to a Clean Water Act-delegated agency approved course of action, such as a TMDL implementation plan, designed to meet water quality standards.

Point Source: Sources of water impairment that come from any discernable, confined, and discrete conveyance.

Public-Private-Partnership: Partnerships involving collaboration between a government agency and a private entity. P3 models may provide communities with an alternative for the finance, design, construction, and operation and maintenance of green stormwater infrastructure, such as green streets.

Regulatory Requirements/TMDL Allocations: An exchange baseline based on regulatory requirements in the region, such as a TMDL allocation. Compliance unit generators must meet these regulatory requirements first, before generating surplus compliance units. Any additional compliance units generated beyond the regulatory requirement by the control measure or project is considered surplus and can be exchanged.

Reserve Pool: A pool of compliance units obtained by the administrator of the alternative compliance system to insure against unforeseen compliance unit losses due to project failure. These compliance units may be set aside from an applied trade ratio.

Rule: In the context of a legal basis for alternative compliance systems, a rule is formal legislation approved by a state's legislative body.

Seller: Entity that generates surplus compliance unit by implementing an approved control measure in order to exchange the generated compliance unit(s) with a buyer in an alternative compliance system. Sellers are also referred to as generators.

System Restrictions/Restricted Waters: Potential limitations placed on the generation or utilization of a compliance unit.

Verification: The part of the certification process that involves the physical inspection of control measures for proper implementation, operation, and maintenance to ensure adherence to the requirements of the alternative compliance system. Verification may be performed by the entity responsible for the certification process or by a verification entity approved by the entity responsible for certification.

Water Quality Monitoring and Evaluation: Protocols within an alternative compliance system implemented to measure and/or track program success and shortcomings. This may include site-specific monitoring of control measures and practices, ambient monitoring of the watershed, or a periodic program evaluation to identify deficiencies in the system design and ensure environmental benefits are being delivered.

FIGURES

APPENDIX A
Contra Costa County RAC System Tracking Tool
Overview and Instructions
[To Be Provided by SFEI]

APPENDIX B
Contra Costa County RAC System Technical
Analyses Details

APPENDIX C
Contra Costa County RAC System
Template Documents

CONTRA COSTA COUNTY REGIONAL ALTERNATIVE COMPLIANCE SYSTEM PUBLIC FACT SHEET

Attachment C



PROJECT BACKGROUND

The Cities of San Pablo, and Walnut Creek, and unincorporated Contra Costa County have partnered with USEPA through a San Francisco Bay Water Quality Improvement Fund grant to develop and pilot a Regional Alternative Compliance (RAC) System within Contra Costa County (the “Contra Costa County RAC System”). Entities in Contra Costa County must comply with the substantial post-construction stormwater treatment (i.e., Provision C.3) requirements of the San Francisco Bay Region Municipal Regional Stormwater Permit (MRP). Alternative Compliance Systems have been used in other areas of the United States to help municipalities, developers, and industry meet rigorous stormwater compliance requirements. The Water Board and legal reviewers were involved in developing the Contra Costa County RAC System.

WHAT IS THE CONTRA COSTA COUNTY REGIONAL ALTERNATIVE COMPLIANCE (RAC) SYSTEM?

The Contra Costa County RAC System is a program designed to provide a flexible, cost-effective, and scientifically defensible MRP C.3 compliance option to implement required post-construction stormwater treatment off-site.

HOW DOES THE CONTRA COSTA COUNTY RAC SYSTEM WORK?

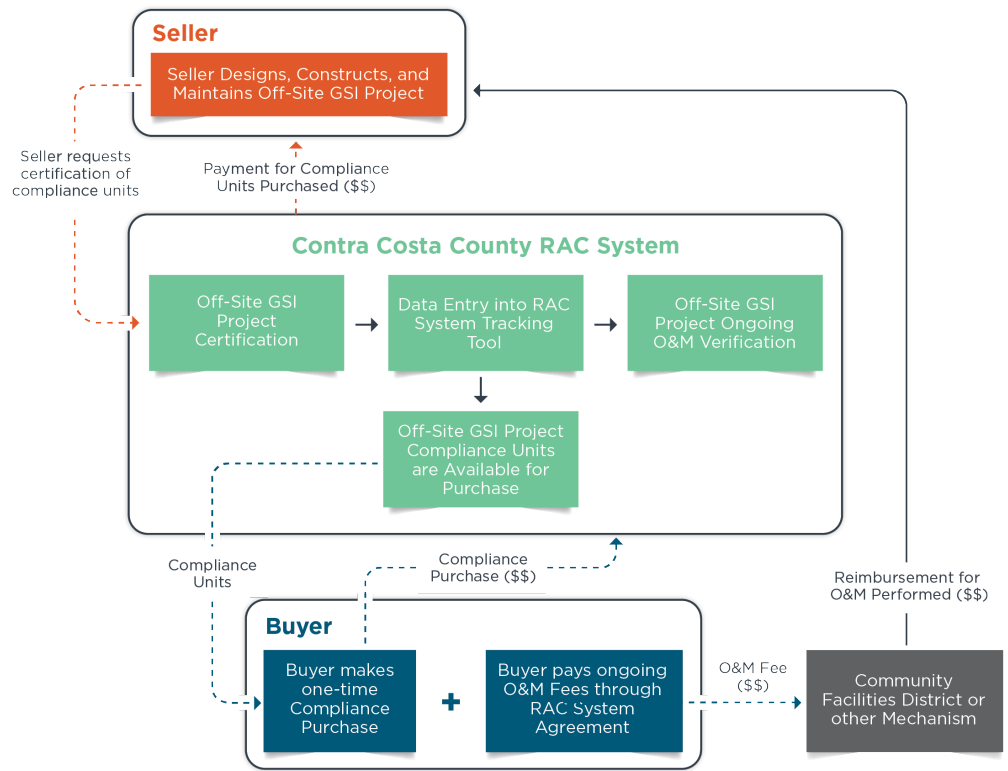
The Contra Costa County RAC System allows green stormwater infrastructure (GSI) treatment facilities or “Off-Site GSI Projects” to be constructed within the County to generate “compliance units” that can be exchanged through the System. Compliance units can be sold to an interested party (i.e., a developer or municipality) in need of off-site stormwater treatment for MRP compliance.

WHAT DOES IT MEAN TO BE A “SELLER”?

A seller would design and construct the Off-Site GSI Projects that generate Contra Costa County RAC System compliance units. Off-Site GSI Projects require certification through the Contra Costa County RAC System before compliance units can be sold.

WHAT DOES IT MEAN TO BE A “BUYER”?

A buyer would pay for Contra Costa County RAC System compliance units to satisfy their project’s stormwater compliance needs by completing a “compliance purchase”. Buyers would pay an additional annual fee to cover the ongoing operations and maintenance (O&M) of the Off-Site GSI Projects that generate compliance units.



CONTRA COSTA COUNTY REGIONAL ALTERNATIVE COMPLIANCE SYSTEM PUBLIC FACT SHEET



More Details on Off-Site GSI Projects:

Off-Site GSI Projects must be non-regulated, that is, not required as part of any development project or “Regulated Project” as defined by the MRP.

The compliance units generated by an Off-Site GSI Project are calculated based on the acres and land use that it treats.

Off-Site GSI Projects require ongoing verification, consistent with processes used for existing GSI facilities, and are eligible to receive annual operation and maintenance payments so they are properly maintained.

The Contra Costa County RAC System provides equivalency calculations, template agreements, and an online RAC System Tracking Tool to help interested parties determine their treatment requirements and complete transactions through the buying and selling of compliance units.

WHY IS THIS IMPORTANT? WHAT IS THE BENEFIT OF A RAC SYSTEM?

The Contra Costa County RAC System provides an opportunity for the strategic development, siting, and funding of larger regional stormwater treatment facilities (regional Off-Site GSI Projects) in areas with greater legacy pollutant concerns. Regional stormwater treatment facilities are sited and designed to treat large drainage areas ranging from tens to hundreds of acres. The Contra Costa County RAC System is also expected to achieve cost savings for participants as larger stormwater treatment facilities typically have reduced capital and O&M costs per treated acre.

WHO MIGHT BE INTERESTED IN PARTICIPATING?



Developers - Some development and redevelopment sites may have constraints (size, steep grades, etc.) that make it difficult to build on-site stormwater treatment. When a project has difficulty building MRP-required stormwater treatment on-site, it can use the Contra Costa County RAC System to comply with the MRP.



Municipalities - Municipalities may purchase compliance units to comply with MRP Provision C.3.j impervious surface retrofit requirements. Additionally, municipalities with Regulated Projects such as large road reconstruction projects could use the Contra Costa County RAC System to comply with the MRP. Municipalities may also act as “sellers” through the Contra Costa County RAC System.



Non-profits - Non-profits or other environmental organizations may be interested in building GSI facilities that can be partially funded by selling compliance units through the Contra Costa County RAC System.



Contractors - Developers or contractors may be interested in building Off-Site GSI Projects to generate compliance units that can be sold through the Contra Costa County RAC System.

NEXT STEPS

In 2023 and 2024, the first Contra Costa County RAC System exchange will be conducted as a pilot, and System administration processes will be further developed. The Contra Costa County RAC System is anticipated to be operational for additional exchanges by the end of 2024.

For more information, please visit the Contra Costa County RAC System Project Website:
www.sanpabloca.gov/2685/Regional-Alternative-Compliance



Meeting Date: May 13, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Scott Mitnick, Town Manager

Subject: Town Facilities Flag Display Policy

RECOMMENDATION

Adopt a resolution establishing a "Ceremonial Flag Display Policy" for Governmental and Ceremonial Flags at Town Facilities.

BACKGROUND

At the February 11, 2026 Town Council meeting, staff was directed to research and return with options for a Town Facilities Flag Display Policy. At the April 22, 2026 Town Council meeting, staff presented policy options, including a traditional government flag policy and a governmental ceremonial flag policy.

Based on Town Council direction from the April 22, 2026 meeting, staff has prepared a draft administrative policy (Attachment A) and resolution (Attachment B) to establish a formal framework for the display of governmental and ceremonial flags at Town facilities. The proposed policy confirms that Town flagpoles are not intended to serve as a forum for public expression and that ceremonial flags displayed under the policy represent the Town's official governmental speech.

DISCUSSION

Historically, the Town has displayed governmental flags, including the United States and State of California flags, at Town facilities. A formal written policy would provide clear standards for consistent implementation and clarify the purpose and use of Town flagpoles. The ceremonial flag framework set forth in the proposed administrative policy and resolution confirms that Town flagpoles are governmental facilities for official Town speech. They are not forums for public expression.

This policy preserves Town Council control by limiting who may initiate ceremonial flag requests, requiring Town Council approval, and applying clear criteria to exclude partisan,

electoral, ballot-measure, and private commercial displays. This establishes a defined process and reduces legal and administrative ambiguity.

Specifically, this policy states that requests for ceremonial flag display may only be initiated only by the Mayor, a Councilmember, or the Town Manager. Requests from third parties will not be accepted. All requests for the display of a ceremonial flag will be subject to review and approval by the Town Council based on the following criteria:

- The display represents an expression of the Town's official governmental sentiments.
- The flag does not promote a political party, candidate, ballot measure, or private commercial interest.
- The display is consistent with applicable federal and state laws governing the use of public flagpoles.
- The display is limited to a maximum of thirty (30) consecutive days per calendar year for any single ceremonial flag.

This policy authorizes the Town Manager to establish administrative procedures for receiving, processing, and scheduling ceremonial flag requests. This policy also provides staff with practical direction on compliance with US Flag Code, including flag display protocol, half-staff observances, flag care, and departmental responsibilities. As drafted, it identifies the ceremonial Pride Flag for annual June display at the Town offices.

Based on previous Town Council direction and how the proposed Flag Display Policy is structured, the Town Manager and Town Attorney are comfortable with adoption of the proposed resolution and implementation documents.

FISCAL IMPACT

The indirect fiscal impact associated with staff time to prepare this policy is minor and will be absorbed in the Adopted FY 2025-26 General Fund Budget. There may be minor future costs associated with the installation, maintenance, or retirement of ceremonial flags. A private group has already obtained a Pride Flag to be donated to the Town for public display. As a result, future cost impacts will be de minimis.

CEQA COMPLIANCE

This agenda item is not subject to review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 2100 et. seq. and the CEQA Guidelines (14 Cal. Code Regs. 15000 et. seq.), including without limitation, Public Resources Code Section 21065 and California Code of Regulations 15378 as this is not a “project” that may cause a direct, or reasonably foreseeable indirect, physical change in the environment.

ALTERNATIVES

1. Adopt a Flag Display Policy and resolution with modifications; or
2. Direct staff to return with a revised Flag Display Policy and resolution; or

3. Take no action and provide direction to staff.

NEXT STEPS

Upon adoption, staff will incorporate the new policy into the Town’s administrative records, and coordinate implementation with the responsible departments. Staff will also apply the policy to the annual June display of the ceremonial Pride Flag and any future ceremonial flag requests initiated in accordance with the new policy.

ATTACHMENTS

- [Attachment A - Draft Resolution - Flag Display Policy](#)
- [Exhibit A - Draft Flag Display Policy](#)
- [Addendum - Public Comment Received](#)

**TOWN OF MORAGA
TOWN COUNCIL**

RESOLUTION NO. xx-2026

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MORAGA TO
ESTABLISH AND ADOPT A "CEREMONIAL FLAG DISPLAY POLICY" FOR
GOVERNMENTAL AND CEREMONIAL FLAGS AT TOWN FACILITIES**

WHEREAS, the Town of Moraga lacks a consolidated administrative policy governing the display of flags at Town-owned facilities;

WHEREAS, adoption of a formal flag display policy would establish clear standards for displaying the United States flag, the State of California flag, the Town of Moraga flag, and ceremonial flags at designated Town-owned public facilities;

WHEREAS, the Town Council finds it appropriate to authorize the display of ceremonial flags as an expression of the Town's official sentiments, subject to a narrowly tailored approval process that preserves the governmental character of Town flagpoles;

WHEREAS, Town flagpoles are not intended to serve as a forum for public free expression, and any ceremonial flags displayed pursuant to this policy shall constitute official governmental speech;

WHEREAS, the policy limits ceremonial flag display to requests initiated by the Mayor, a Councilmember, or the Town Manager and requires Town Council approval based on criteria set forth in the policy;

WHEREAS, a comprehensive flag display policy should also address outdoor and indoor display standards, the order of precedence, half-staff observances, flag care and retirement, and departmental responsibility for implementation; and

WHEREAS, the Town Council has reviewed the proposed Policy governing the display of flags at Town facilities and finds that adopting the policy is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED THAT the Town Council of the Town of Moraga hereby finds that the foregoing recitals are true and correct and hereinafter incorporated as findings.

BE IT FURTHER RESOLVED, the Town Council hereby establishes and adopts the governmental ceremonial flag policy entitled "Ceremonial Flag Display Policy" for governmental and ceremonial flags, as set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

Town of Moraga
Ceremonial Flag Display Policy
For Governmental and Ceremonial Flags at Town Facilities

Purpose

The purpose of this policy (“Policy”) is to standardize the manner in which the national, State, Town, and Ceremonial flags, as identified herein, are to be displayed at certain Town of Moraga facilities. Town flagpoles are not intended to serve as a forum for free expression by the public. Any ceremonial flags displayed pursuant to this Policy represent the official governmental speech of the Town of Moraga.

Nothing set forth in this Policy is intended to prohibit or curtail individuals from displaying a flag on private property under their control, or to wear or carry a flag.

Policy

It is the Policy of the Town of Moraga that flags should be displayed consistent with Federal and State policies, as stated in the Federal “Our Flag” publication of the Congress, House Document No. 96-144; and the State of California Government Code Sections 430 and 437.

1. Outdoor Display

The United States, State ("Bear"), Town of Moraga, and Ceremonial flags may be flown from separate staffs or may be flown from the same flag staff as follows:

- a. When two or more flags are flown from the same staff, the flag of the United States shall always be at the peak of the staff.
- b. When three flags are flown on the same staff, the United States flag shall be on top, followed by the Bear Flag of the State of California, followed by the Town and Ceremonial flags.
- c. When three or more flags are grouped and displayed from separate staffs, the flag of the United States shall be at the center and at the highest point. The Bear Flag of the State of California is accorded the next place of honor on the viewer's left as they face the building (refer to 1(a) above).
- d. Flags shall be displayed between 8:00 PM and 5:00 PM. Illuminated flags may be displayed 24 hours a day. Flags shall not be flown in inclement weather.

2. Indoor Display

- a. Town Council Chamber

The United States flag shall be displayed on a staff in the position of honor on the right side of the Town Council. The California flag shall stand to the left of the United States flag. All flags shall be on the same riser.

3. Flying Flags at Half-Staff

- a. "Half-staff" is a style of flag display where a flag is flown approximately one-half the distance between the top and bottom of the staff.
- b. All flags displayed on Town-owned property pursuant to this policy shall be flown at half-staff on the following occasions:
 - i. By required order through proclamation by the President of the United States.
 - ii. By required order through proclamation by the Governor of California.
 - iii. Memorial Day -- last Monday in the month of May, from sunrise to noon.

4. Ceremonial Flags

Ceremonial flags, as identified below, may be flown at Town Hall, Town Council Chamber, or at such other Town-owned facilities as designated by the Town Manager, only for the time period specified. Town flagpoles are not intended to serve as a forum for free expression by the public. Any ceremonial flag displayed pursuant to this policy represent the official governmental speech of the Town.

Ceremonial flags shall be displayed only in a subordinate position below the United States flag, the State of California flag, and Town of Moraga flag, except as otherwise required by law or official half-staff proclamation.

Requests for ceremonial flag display shall be initiated only by the Mayor, a Councilmember, or the Town Manager. Requests from third parties shall not be accepted. All requests are subject to approval by the Town Council based on the following criteria:

- a. The display represents an expression of the Town's official governmental sentiments.
- b. The flag does not promote a political party, candidate, ballot measure, or private commercial interest.
- c. The display is consistent with applicable federal and state law governing the use of public flagpoles.
- d. The display is limited to a maximum of thirty (30) consecutive days per calendar year for any single ceremonial flag.

The Town Manager is authorized to establish administrative procedures for receiving, processing, and scheduling ceremonial flag requests consistent with this policy.

5. Ceremonial Flags Identified:

The following ceremonial flag(s) may be displayed by the Town as an expression of the Town's official sentiment:

- a. The ceremonial Pride Flag (Rainbow Colors) may be displayed at the Town Offices below the United States and Bear flag annually during the month of June.

6. Care of All Flags

Flags are to be dry-cleaned or replaced when they have become soiled. Flags that are torn are not to be flown but are to be burned if made from a material that is safe to burn. Otherwise, the flag shall be donated to a Veterans of Foreign Wars (VFW) Chapter, American Legion, or other appropriate flag retirement donation center.

7. Responsibility

Town staff will be responsible for bringing the flag displays at all Town-owned and/or managed facilities and other designated outdoor Town facilities into compliance with this Policy, including on weekends and holidays.



TOWN OF MORAGA
REGULAR TOWN COUNCIL MEETING
May 13, 2026

Addendum(s) to Published Agenda


9: Department Reports

9B: Adopt a resolution establishing a "Ceremonial Flag Display Policy" for Governmental and Ceremonial Flags at Town Facilities

Update Includes:

- Public Communications received prior to the regular Town Council meeting.



 **Please raise a flag this year!**

From Sarah Vickers-Webb <svickerswebb@gmail.com>

Date Wed 5/13/2026 2:46 PM

To Public Comment <publiccomment@moraga.ca.us>

You don't often get email from svickerswebb@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the contents is safe.

Dear City Council,

I am writing to express my support of the city raising the a flag to honor pride month this year.

My name is Sarah Vickers-Webb, and my pronouns are they/them. While my address is technically in Lafayette, part of our land is in Moraga and my family and I spend a great deal of time there- attending classes at Joy in Motion, shopping and seeing movies at the Rheem Center and eating at Town Bakery and Cafe. I'm am so grateful to live within a close distance of Moraga Commons- the nicest park, in my opinion, in the county.

The town would feel even more welcoming, however, if there was more evidence of support towards the LGBTQ+ community. Over the past couple of years in particular, we have seen visible signs of hatred towards trans and non-binary people like myself on a national, state, and even local level. Now more than ever, we need evidence that our local community supports- and even celebrates- our existence.

We are all too familiar with the statistics regarding LGBTQ+ youth and self harm. According to a 2025 study, by the Trevor Project, 36% of young queer people serious considered suicide that year, with 1/10 queer youths attempting suicide. According to a 2024 Trevor Project study, LGBTQ+ young people listed raising a pride flag as one of the top ten ways that people in their life can best show support and acceptance. As elected public officials in the town, you are some of those people.

Your decision could save lives.

Sincerely,

Sarah Vickers-Webb



Meeting Date: May 13, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers
From: Scott Mitnick, Town Manager
Subject: Proposed 2026 Moraga Legislative Platform

RECOMMENDATION

Approve, by minute order, the Proposed 2026 Moraga Legislative Platform.

BACKGROUND

On January 28, 2026, Town Council approved the very first regional Lamorinda Legislative Framework (Framework) for the three municipalities of Lafayette, Moraga, and Orinda. Lafayette City Council approved the Framework on November 24, 2025. Orinda City Council approved it on November 18, 2025. This policy document was prepared by the three Lamorinda City Managers, working in concert with Townsend Public Affairs staff, to develop a regional legislative platform for the 2026 calendar year. A copy of the final Framework document is included in this staff report as Attachment B.

At the January 28, 2026 Town Council meeting, staff was also directed to prepare a separate Legislative Platform for the Town of Moraga, similar to the past practice in both Lafayette and Orinda. In response, Town staff from all of the operating departments worked with Townsend Public Affairs and Cal Cities staff to prepare the Proposed 2026 Moraga Legislative Platform which is contained in Attachment A.

DISCUSSION

Flexible Public Policy Document

Once approved, the Moraga Legislative Platform will serve as a starting point to allow the Town and Townsend Public Affairs to advocate at the federal, state, and regional levels. This will be an important living public policy document which will be able to be revised at any time when Town Council determines necessary.

Legislative Platform Purpose and Overview

The Platform begins with a “Purpose” and “Platform Overview.”

Guiding Principles

The Platform contains the following “Guiding Principles:”

- I. Preserve Local Control
- II. Promote Fiscal Stability and Sustainability
- III. Support Funding Opportunities

Legislative Policy Components

The Platform contains the following “Policy Components:”

1. Administrative Services
2. Climate and Environment
3. Community and Economic Development
4. Local Government Finance
5. Parks, Recreation, Open Space, and Community Services
6. Public Safety
7. Public Works and Public Infrastructure
8. Conformity with the Lamorinda Legislative Framework

Legislative Position Options

The Platform concludes with an overview of the following position options:

1. Support
2. Support, If Amended
3. Neutral
4. Oppose
5. Oppose, Unless Amended
6. Watch

FISCAL IMPACT

There is no direct fiscal impact associated with this agenda item. Having a formal Moraga Legislative Platform will allow the Town to advocate more effectively for federal, state, and regional legislation, regulatory actions, grants, funding, etc. This, in turn, may result in financial benefits to the Town and its taxpayers.

CEQA COMPLIANCE

This agenda item is not subject to review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 2100 et. seq. and the CEQA Guidelines (14 Cal. Code Regs. 15000 et. seq.), including without limitation, Public Resources Code Section 21065 and California Code of Regulations 15378 as this is not a “project” that may cause a direct, or reasonably foreseeable indirect, physical change in the environment.

ALTERNATIVES

1. Approve the Proposed Moraga Legislative Platform with revisions.
2. Do not approve the Proposed Moraga Legislative Platform and direct staff to rely on the National League of Cities, League of California Cities, Contra Costa County Mayors Conference, Townsend Public Affairs, and other professional associations to advocate on behalf of the Town.
3. Provide alternative direction to staff.

NEXT STEPS

If approved, the Proposed 2026 Moraga Legislative Platform will go into effect right away. This document will be reviewed at least annually by Town Council and revised, as determined necessary.

ATTACHMENTS

[Attachment A - Proposed Town of Moraga 2026 Legislative Platform](#)
[Attachment B - Lamorinda Legislative Coalition Framework](#)

**Proposed
Town of Moraga
2026 Legislative Platform**
(As of May 05, 2026)

Purpose

The Moraga Legislative Platform is a public policy document which serves as the Town's guide to monitor and pursue legislation, regulations, policies, and related matters at the national, state, and regional levels. This Platform represents the Moraga Town Council's position on current or future issues that have the potential to impact the Town directly or indirectly. This document contains Guiding Principles and Policy Components which allow Town staff and representatives to address legislative, regulatory, policy, and related issues in a timely manner, without precluding the consideration of additional review by Town Council.

Platform Overview

This Legislative Platform provides a streamlined process through which Town Council, Town Manager, and Town staff may act in a timely manner in response to national, state, and regional legislative and regulatory proposals. As such, this Legislative Platform should be reviewed and revised by Town Council on an annual basis to ensure that specific priority areas of interest for the Town and region are incorporated to benefit the community. When the need to respond to proposed federal, state, and/or regional legislation arises, Town staff (in consultation, when needed, with staff from Cal Cities and/or the Town's legislative lobbyist), will compose letters outlining the Town's position. These letters will include one of the following positions which are delineated at the end of this document.

Once prepared, position letters will be reviewed, revised (if necessary), approved, and signed by the Mayor. When the Mayor is unavailable, position letters may be reviewed and approved by the Vice Mayor. When both the Mayor and Vice Mayor are unavailable, the Town Manager has the option to have another Councilmember review and sign a position letter. If all five Councilmembers are not available, the Town Manager may approve and sign a position letter on behalf of Town Council. However, the Town Manager should sign only when absolutely necessary.

Each position letter shall be sent to the bill's author, the Town's legislative delegation, and other stakeholders as deemed appropriate by Town staff. A copy of each letter shall also be distributed to each member of Town Council.

Proposed legislation that is inconsistent with, or silent on, the Town's Legislative Platform may be placed on a Town Council meeting agenda by the Town Manager for consideration by Town Council. In addition, there may be instances where the Town Manager will decide to place an item on the Town Council meeting agenda, even when the Town's Legislative Platform covers the subject matter. The Town Manager has the discretion to place such matters on the Town Council meeting agenda due to the significance of the subject matter.

Guiding Principles

The Legislative Platform has the following “Guiding Principles:”

I. Preserve Local Control

Support legislation that seeks to preserve and protect the Town’s powers, duties, and prerogatives to enact local legislation and policy direction concerning local affairs. Oppose legislation that preempts local authority. Local agencies should preserve and enhance authority and accountability for revenues raised and services provided.

II. Promote Fiscal Stability and Sustainability

Support measures and legislation that promote fiscal stability, predictability, financial independence, sustainability, and preserve the Town’s revenue base and allow for maximum local control over local budgeting. Oppose measures that shift local funds to federal, state, or regional governments and/or make municipalities more dependent on federal, state, or regional governments for financial stability, such as unfunded mandated services and costs with no guarantee of local reimbursement or offsetting benefits.

III. Support Funding Opportunities

Support opportunities that allow the Town to compete for its fair share of federal, state, and regional funding, and that maintain current funding streams. Funding opportunities may include competitive grant and funding programs, as well as dedicated funding streams at the federal, state, and regional levels that allow the Town to maximize local revenues, offset and leverage capital expenditures, and maintain Town goals, policies, and standards. Funding priorities include, but are not limited to: public safety, disaster preparedness, emergency evacuations, wildfire mitigation, fuel modification, public works, transportation, road resurfacing, transit (bicycle lanes, sidewalks, trails, etc.), pedestrian safety, utility undergrounding, economic development, open space, land use, local zoning, community services, community development, sustainable communities, smart growth, water conservation and recycling, waste management and recycling, clean air, renewable energy, greenhouse gas emissions reduction strategies, technology improvements, mental health and crisis intervention, and affordable housing.

Policy Components

1. Administrative Services

- 1.1. Support legislation streamlines the process to apply for, and receive approval of, reimbursement funding for carrying out federal, state, and regional mandates.
- 1.2. Support increased use of technology for providing public services which have a defined funding stream or structure associated with the service.
- 1.3. Support for local government coordination, implementation, and funding of efforts to prepare for, and mitigate risks from, emergencies and natural disasters, such as wildfires and earthquakes.

- 1.4. Oppose legislation that creates additional financial burdens on municipalities through unfunded mandates.
- 1.5. Oppose reduced local control over employee relations issues or attempt to include specific requirements that could be addressed through the local collective bargaining process.
- 1.6. Oppose measures that impose redundant or unnecessary human resources burdens without sufficient reimbursement.

2. Climate and Environment

- 2.1. Support legislation that advances projects that demonstrate cost-effective, environmentally friendly, innovative technologies, and renewable energy for publicly owned facilities.
- 2.2. Support measures that streamline development and provide funding for alternative energy facilities (including electric vehicle charging infrastructure).
- 2.3. Support policies, guidelines, incentives, and funding for programs with combined benefits to air quality, water quality, housing, infrastructure (including multi-modal transportation systems), and public health. Support programs which provide funding for hazard mitigation projects, including those identified in a FEMA approved Local Hazard Mitigation Plan. legislation that reduces local participation and input in wildfire planning and mitigation efforts.
- 2.4. Support measures that provide funding for undergrounding of public and private utilities.
- 2.5. Oppose measures that weaken or reduce efforts to improve air quality, water quality, and general environmental quality aimed at improving the overall climate in California.

3. Community and Economic Development

- 3.1. Support legislation and regulations that strengthen the legal and fiscal capability of local agencies to prepare, adopt, and implement plans for orderly growth, in-fill development, and conservation of local planning areas.
- 3.2. Support legislation and regulations that result in an equitable Regional Housing Needs Allocation (RHNA) process that takes specific local factors into consideration, including affordability levels and availability of developable land, when determining regional allocation of units.
- 3.3. Support measures that provide resources and technical assistance for the Town to meet its affordable housing needs and requirements.
- 3.4. Support efforts for funding mechanisms for economic development, including infrastructure investment, affordable housing, and economic development.
- 3.5. Support legislation and regulations that maintain local planning authority.

- 3.6. Support measures that encourage reinvestment in downtown areas, in-fill development, and provide funding to support efforts to revitalize the core areas of communities.
- 3.7. Support legislation and regulations that establish clear processes and timelines for litigation related to proposed housing developments.
- 3.8. Oppose legislation and regulations that impose conflicting regional, state, or federal growth, development, or land use planning standards within the Town.
- 3.9. Oppose legislation and regulations that reduce or remove local control over zoning and other land use methods.

4. Local Government Finance

- 4.1. Support legislation and regulations that use incentives to encourage local government action, rather than the imposition of federal, state, or regional mandates upon local governments, as well as federal mandates on the State or regional governments.
- 4.2. Support greater flexibility for local governments to create new revenue sources for public infrastructure projects and maintenance.
- 4.3. Support measures that reimburse local governments for state of emergency related responses, including the need for essential public safety service overtime, mutual aid assistance, and operation of community support networks, among other items.
- 4.4. Oppose legislation and regulations that would confiscate, shift, borrow, or divert local revenues.
- 4.5. Oppose legislation and regulations that impose unfunded, or underfunded, federal, state, or regional mandates on local governments.
- 4.6. Oppose legislation and regulations that require, or expand, federal, state, or regional involvement in local financial audits, fiscal monitoring, or general oversight (including more involvement by the State Treasurer, State Controller, or other state agencies).

5. Parks, Recreation, Open Space, and Community Services

- 5.1. Support legislation and regulations that promote access to parks, recreation areas, and open space, and the development of streets and trails that encourage physical activity and healthy living.
- 5.2. Support legislation and regulations that increase funding for parks, recreation areas, open space, including open-space acquisitions, bike lanes, and non-motorized trails.

- 5.3. Support legislation and regulations that provide funding for accessibility upgrades for park and recreational facilities so that all members of the community can enjoy them.
- 5.4. Support measures that promote collaboration among federal, state, and local stakeholders in the establishment of federal, state, regional, and local parks as well as open space while preserving local control and land management for future infrastructure projects.
- 5.5. Support legislation and regulations that maintain and enhance local authority and economic flexibility to manage and monitor solid waste and recyclable materials.
- 5.6. Support legislation and regulations that promote and fund library services.
- 5.7. Support legislation and regulations that promote and fund education.
- 5.8. Oppose legislation and regulations that reduce or eliminate the Town's ability to levy park and recreation impact fees.

6. Public Safety

- 6.1. Support measures that increase funding and resources for local governments and property owners to support wildfire prevention, emergency preparedness, and recovery, including home hardening, enhancing defensible space, and vegetation management.
- 6.2. Support legislation and regulations that require public utilities to provide fire safety measures in high fire-risk areas.
- 6.3. Support legislation and regulations that waive or streamline permitting provisions for standard or routine fuel modification projects that intend to slow or prevent the spread of wildfires.
- 6.4. Support efforts to provide hazard mitigation assistance to communities damaged by wildfires to prevent floods and landslides.
- 6.5. Support legislation and regulations which increase the penalties associated with the sale and purchase of fentanyl and other dangerous and illegal drugs.
- 6.6. Support the advancement of sensible public safety reforms, particularly as it relates to retail theft, burglary, and assault.
- 6.7. Support legislation and regulations that enhance the ability of law enforcement to address and mitigate challenges related to homelessness, mental health, and drug rehabilitation.
- 6.8. Oppose legislation and regulations that reduce the ability of local governments to enact ordinances or take action to preserve the public safety of their communities.
- 6.9. Oppose measures to limit the ability of local government to provide input on Statewide public safety initiatives, such as wildfire mapping and emergency preparedness, which reflect unique community dynamics and characteristics.

7. Public Works and Public Infrastructure

- 7.1. Support legislation and regulations that increase funding for local transportation projects, including road resurfacing projects; expansion of ingress/egress routes; adding bicycle lanes, sidewalks, and trails throughout the Town; and, enhancing pedestrian safety.
- 7.2. Support increased federal and state funding for transportation improvements with regional or sub-regional benefits for all modes of transportation.
- 7.3. Support greater discretionary authority to expend transportation funds and afford local jurisdictions greater flexibility over transportation-related issues.
- 7.4. Support legislation and regulations that require public utilities to underground power lines in high fire-risk areas and support legislation that would provide funding for undergrounding of utilities.
- 7.5. Oppose measures to reduce local government's ability to enact transportation impact fees that fund transportation improvements in affected communities.

8. Conformity with Lamorinda Legislative Framework

- 8.1. Support legislation and regulations that are in conformity with the provisions contained in the current Lamorinda Legislative Framework.
- 8.2. Oppose legislation and regulations that are contrary to the provisions contained in the current Lamorinda Legislative Framework.

Legislative Positions

The following six position options are available for Town position letters:

Support

A “*Support*” position indicates to the Legislature, regulatory agencies, and other stakeholders, that the Town of Moraga is in favor of the legislation in question. This position may include the following resources: position letters, Mayor/Councilmember/staff testimony to committees/legislative bodies, and participation in meetings with members of the Legislature/regulatory agencies/etc. to effectively communicate the Town’s position.

Support, If Amended

A “*Support, If Amended*” position indicates to the Legislature, regulatory agencies, and other stakeholders that the Town of Moraga is neutral on the issue/question. However, it also conveys that the Town may move to a support position if the changes requested by the Town are incorporated into the legislation. This position may include the following resources: position letters, Mayor/Councilmember/staff testimony to committee/legislative bodies, and participation in meetings with members of the Legislature/regulatory agencies to effectively communicate the Town’s position and requested amendments.

Neutral

A “*Neutral*” position indicates to the Legislature, regulatory agencies, and other stakeholders, that the Town of Moraga is impartial on the legislation in question and does not wish to take a formal position. This position may be communicated with additional feedback on the legislation.

Oppose

An “*Oppose*” position indicates to the Legislature, regulatory agencies, and other stakeholders that the Town of Moraga is against the legislation in question. This position may include the following resources: position letters, Mayor/Councilmember/staff testimony to committee/legislative bodies, and meetings with members of the Legislature/regulatory agencies to effectively communicate the Town’s position.

Oppose, Unless Amended

An “*Oppose, Unless Amended*” position indicates to the corresponding legislature, regulatory agencies, and other stakeholders, that the Town of Moraga is against the legislation in question. However, the Town might move to a neutral position if the changes requested by the Town are incorporated into the legislation. This position may include the following resources: position letters, Mayor/Councilmember/staff testimony to committees/legislature, and meetings with members of the Legislature/regulatory agencies to effectively communicate the Town’s position and requested amendments.

Watch

A “*Watch*” position indicates that the Town of Moraga will continue to monitor the legislation in question. However, the Town will not take, nor communicate, a formal position on the measure.

LAMORINDA LEGISLATIVE COALITION
Legislative Framework
(As approved on January 28, 2026)

Purpose

The Cities of Lafayette and Orinda, and the Town of Moraga, value the opportunity to work together on regional issues of mutual interest. The Lamorinda Legislative Coalition is a partnership focused on coordinating legislative advocacy efforts on matters of shared concern. This partnership will amplify the collective voice of the region, bring collective advocacy to state and federal issues impacting the community, and result in coordinated legislative and regulatory efforts that will benefit the residents, businesses, and visitors of the region.

Framework

While the Legislative Coalition will work on issues of regional importance, it is acknowledged that each City and Town has its own needs and priorities. As such, the Legislative Coalition will only work on issues of mutual interest where unanimous agreement exists.

Each year, the Coalition will develop agreed upon priorities for the upcoming year. Priorities may include state-level policy, federal policy, regulatory issues, projects of regional significance, or other priorities identified, and agreed upon, by the Coalition. The members of the coalition will meet on a regular basis throughout the year, to advance the priorities within the framework.

Focus Areas

1. Transportation and Related Infrastructure

Lamorinda is subject to some of the heaviest freeway traffic and commute times in the Bay Area, which also leads to significant traffic on local surface streets as commuters pursue alternatives to their commute through the Lamorinda cities. While Lafayette and Orinda both have downtown Bart stations that provide transit options for residents, they also impact local roadways as those from nearby communities utilize local roadways, and parking infrastructure, to access this regional transit.

A key objective of the region is to reduce congestion on the region's local roads and freeways, as well as increase the safety of our local roads for all users, including bicyclists and pedestrians. The Coalition looks to encourage and support federal and state actions that invest in infrastructure projects, with regional benefits, as well policies in the areas of:

- a. Complete streets to ensure roadways are safe and accessible for all users;
- b. Promotion of alternative modes of travel, including additional development of bicycle and pedestrian facilities;
- c. Increased safety for all users of roadways, including vehicles, e-bikes, bicyclists, and pedestrians;
- d. Capital investments for dedicated evacuation routes and projects that increase the ingress and egress into congested neighborhoods during emergency situations;
- e. Expansion of local transit, micro-transit, school bus services, and emerging transit opportunities; and,
- f. Increased investment in maintenance and rehabilitation of aging transportation infrastructure.

2. Disaster Preparedness and Wildfire Readiness

California has experienced a dramatic rise in both the number and severity of wildfires. The Lamorinda region, with its wildland-urban interface, has been identified as an area at very high risk for potential wildfire activity. Additionally, the region is located in a wildland urban interface area that is susceptible to significant seismic activity and climate change related disasters including high-heat events and flooding.

Given the potential for significant natural disasters, it is vitally important that the Lamorinda region work together, as well as with regional fire protection agencies, to ensure that residents and businesses are protected from such disasters, as well as prepared to respond in the event they do occur. In order to ensure the highest level of wildfire readiness and disaster preparedness, the Coalition will actively engage in the policy areas of:

- a. Ensuring adequate resources are made available to local agencies for disaster preparedness and evacuation planning;
- b. Policy and resources to encourage broad development of defensible space surrounding structures within high fire hazard areas and areas at high risk for wildfires, including both individual structures and communitywide efforts;
- c. The implementation of, and accessibility to, natural disaster early warning systems;
- d. Wildfire mitigation activities, vegetation management, fire suppression, and hazardous materials mitigation; and,
- e. Resources for resiliency projects, such as battery backups, cameras, and satellite imaging for use during emergency situations or power shut-off events.

3. Accessible Property Insurance

In response to the increase in wildfire activity throughout the State, private property insurers have significantly reduced the number of policies they issue, or in many instances, stopped offering property insurance altogether. Residents, businesses, and property owners in Lamorinda have been disproportionately impacted by these changes within the insurance market, with a large number being required to rely on the FAIR Plan, California's insurer of last resort, to insure their properties.

It is of vital importance that residents and businesses have access to adequate and affordable options for insuring their properties in the event of an emergency. To that end, the Coalition will engage in the policy areas of:

- a. Advocating for a regulatory structure that encourages private insurers to offer policies to properties located in high fire hazard areas;
- b. Advance policy that requires insurers to recognize home hardening and maintenance efforts in the calculation of individual insurance rates;
- c. Advocate for policy and funding that ensures the long-term viability and solvency of the FAIR Plan; and,
- d. Advocate for policy that promotes timely, and complete, payout for claims resulting from natural disasters.

4. Housing

California, and the Bay Area, are home to some of the most expensive real estate markets in the country. The increasing cost of housing, in both rental and home ownership markets, has significantly impacted the Lamorinda region. It is vital that our community maintain housing opportunities for individuals and families across all income ranges. The Coalition supports balanced solutions which consider housing, jobs, transportation, and climate change together and seeks to support, promote, protect, and increase affordability in the region's housing stock. The Coalition aims to work with federal, state, and regional partners to provide funding for affordable housing through a variety of programs and options and to work to address barriers to building housing at Very Low, Low, and Moderate income levels. Additionally, the Coalition will engage in policies that:

- a. Promote a balance of housing and employment opportunities in all communities;
- b. Encourage the development of a broad range of housing opportunities, including local workforce housing, multifamily housing, single family housing, and condominiums.
- c. Establish a permanent source of state revenue available to fund affordable housing, as well as the infrastructure needed to support such development;
- d. Address barriers to the development of affordable housing, including legal issues, permit fees, and availability of insurance;
- e. Work together to ensure that the Regional Housing Needs Allocation process is transparent and fair.
- f. Update the Regional Housing Needs Allocation process to recognize all forms of housing, including college faculty/student housing, assisted living facilities, and the modernization of existing underutilized housing;
- g. Recognize and ensure consistency with various local, regional, and state planning and development requirements; and,
- h. Provide opportunities for local agencies to review housing development to ensure consistency with approved local planning and development objectives.

5. Fiscal Sustainability

Fiscal sustainability is fundamental to the long-term stability and effectiveness of all levels of government. The Coalition is committed to advocating for policies that safeguard local government revenues, prevent the imposition of unfunded mandates, and uphold financial sustainability. The Coalition will engage in policies related to:

- a. Ensuring maximum flexibility in determining appropriate local funding sources, such as impact fees, to advance community priorities;
- b. Advancing policy that increases the return of e-commerce and online sales tax revenue to the jurisdiction in which the buyer resides; and,
- c. Advocating for the identification and allocation of state and federal resources to carry out mandated policies.