

City of Piedmont
COUNCIL AGENDA REPORT

DATE: February 6, 2023

TO: Mayor and Council

FROM: Sara Lillevand, City Administrator

SUBJECT: Consideration of the Award of a Contract to Provide Professional Services Related to the City of Piedmont's Clean Water Program and Municipal Regional Permit Compliance in the Amount of \$174,913

RECOMMENDATION

Award a contract to Kimley-Horn and Associates, Inc. to provide professional services related to the compliance requirements of the Municipal Regional Permit (MRP) for stormwater for a fee not-to-exceed \$ 174,913.

BACKGROUND

The National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit, otherwise referred to as the Municipal Regional Permit (MRP), requires municipal agencies throughout the Bay Area to take actions that help prevent and minimize stormwater pollution entering storm sewer systems and downstream waters. The San Francisco Regional Water Quality Control Board (SFRWQCB) administers the permit under authority delegated by the EPA pursuant to the federal Clean Water Act Section 402. The Alameda County Clean Water Program (ACCWP) helps to organize compliance and reporting efforts among the entirety of Alameda County and aligns standards with over 70 Bay area municipalities permitted under the MRP.

Since 2020, the City has engaged the professional services of Kimley-Horn and Associates, Inc. to assist the City with addressing the various and wide-ranging MRP requirements. Kimley-Horn has functioned as a consultant to support the City with various Clean Water related technical aspects. Kimley-Horn's current contract with the City has expired.

In preparation for the coming year, Staff solicited proposals from multiple firms qualified to provide the City with the necessary technical support for continued compliance and program development. The services set forth below are similar to those in prior years for Green Infrastructure and Trash Capture Compliance (MRP Provision C.3 and C.10) and Annual Report (MRP Provision C.22) preparation. This proposed scope also includes services to support some of the new and substantial requirements set forth in the re-issued Municipal Regional Permit

(i.e., ‘MRP 3.0’), which was authorized by the SFRWQCB and effective July 1, 2022.

The attached memo from Kimley-Horn summarizes the MRP requirements that will continue to be in effect, as well as new substantial requirements for the next five-year permit term (Attachment B). For the purposes of this memo, requirements are considered substantial relative to other requirements in MRP 3.0 because they may require City-specific approaches be developed (e.g., asset management plan), or documenting current City actions, as opposed to some requirements that can be met on a regional basis (e.g., trash reduction impracticability report). These substantial requirements are anticipated to be a key focus for the City of Piedmont’s Clean Water Program staff in the next five-year permit term (2022-2027).

Kimley-Horn’s proposed services include general project management, trash load reduction, green infrastructure plan implementation support, Annual Report coordination, commercial site inspections, on-call services as needed, as well as the additional substantial MRP 3.0 priorities. After thorough analysis, Staff have deemed Kimley-Horn to best fulfill the needs of the City. Their proposal is attached as Exhibit A to the contract, which follows this report.

Kimley-Horn’s work for the City will support compliance requirements with the current and future requirements of the ACCWP and MRP 3.0. These tasks include the following:

Task 1. Project Management and Program Meetings

General category to include production and tracking of submittals and progress reports, attendance at required meetings with ACCWP, as well as, attendance at subcommittee technical support groups related to trash load reduction and green infrastructure, and required City public meetings.

Task 2. Staff Training for Clean Water Program

Develop material for and deliver training to municipal staff related to provisions C.2, C.5, and C.6 and new reporting requirements for MRP 3.0.

Task 3. Visual Assessments and Trash Capture Support

Provide technical support to document and plan for required trash capture compliance as per C.10 of the MRP that requires 100% trash load reduction or equivalent trash capture compliance by 2025. Investigate key issues and challenges to develop practical strategies and actions to help the City address the requirements. This may include the installation of additional trash capture devices at identified key locations. Kimley-Horn will also provide staff support to continue the current practice of visual assessments of trash loads. Technical documentation of visual assessment field work will use standards established by the California Stormwater Quality Association (CASQA)

Task 4. Green Infrastructure

Provide technical support to comply with provision C.3, to track compliance with meeting impervious cover treatment targets set in the MRP 3.0, and specifically a strategy to meet the City of Piedmont’s assigned numeric implementation retrofit

requirements. Kimley-Horn will assist the City in identification of strategic opportunities for implementation of green infrastructure projects that have multiple benefits for the City's infrastructure and will collaborate closely with the City Engineer on specific green infrastructure related design concepts.

Task 5. Annual Report and As- Needed Services

Provide support and technical assistance for the 2022-23 Annual Report incorporating and summarizing all of the activities related to the City's compliance efforts. Kimley-Horn will also be available for general consultation for subject matter questions and discussion on an on-call basis.

Task 6. Clean Water Program Inspections

Provide assistance in conducting inspections on C.2 High Priority hillside sites, C.4 commercial properties and C.5 mobile business where illicit discharges are reported.

Task 7. Municipal Regional Permit MRP 3.0 Priorities

Provide support services for the substantial new and advanced requirements in the recently renewed MRP 3.0 including Provision C.4 MS4 requirements, cost reporting and methodology for program implementation, and asset management plan requirements.

FISCAL CONSIDERATIONS

The total not-to-exceed maximum fee contained in Kimley Horn's proposal is \$174,913. If less time is required for any tasks, the City will realize a savings. Costs related to this will be paid through the Sewer Fund, which covers costs related to both sanitary and storm sewer system compliance activities in the City of Piedmont.

The contract is exempt from competitive bidding under the Piedmont Municipal Code 2.154(d) for professional services.

CITY ATTORNEY REVIEW

The City Attorney has reviewed and approved the contract as to form and legality.

ATTACHMENTS

- A: Agreement with Kimley-Horn
- B: MRP Requirements Summary Memo from Kimley-Horn

By: Daniel Gonzales, Public Works Director
Nancy Kent, Parks & Projects Manager

CITY OF PIEDMONT CALIFORNIA



CONTRACT

Professional Services for Clean Water Program Compliance

This Contract ("Contract") made **February 6, 2023** ("Effective Date"), between the City of Piedmont, California, a municipal corporation, 120 Vista Avenue, Piedmont, California 94611, ("City") and **Kimley-Horn and Associates Inc.** ("Independent Contractor").

1. City is a municipal corporation which needs certain services performed as more specifically set forth hereafter.
2. Independent Contractor agrees to perform these services for the City under the terms and conditions set forth in this Contract.
3. Services

Independent Contractor shall provide the services as set forth in Exhibit A attached hereto and incorporated herein. Specifically, Independent Contractor shall provide professional services related to compliance requirements of the Alameda Countywide Clean Water Program (ACCWP) and the Municipal Regional Permit (MRP).

4. Compensation

City will pay the Independent Contractor for the satisfactory performance of the Services the not-to-exceed amount of One Hundred Seventy Four Thousand Nine Hundred and thirteen dollars (\$174,913) for the services described in Section 3 above. Total compensation under this Contract shall not exceed \$174,913 and costs incurred or work performed by Independent Contractor in excess of this amount is at Independent Contractor's sole risk. City shall issue payment within 30 days of the receipt of invoice for satisfactory completion of the services completed for said billing period.

5. Term

This Contract shall begin on the Effective Date. Unless otherwise terminated as provided in this Contract, this Contract shall be for a period of one (1) year from the Effective Date. The City and the Contractor may renew this Agreement for up to two (2) additional one-year periods by mutual written agreement between the parties. Each separate one-year renewal will be conditioned upon the Agreement being in effect immediately prior to the one-year renewal becoming effective ((i.e. there can be no gap of a year or any other period between the times the Contractor

is performing its services for the City.) The parties agree that all other terms of the Agreement shall continue during any renewal period, provided that the base amount of compensation to the Contractor may be increased by mutual written agreement of the parties annually to continue at the beginning of each one-year period by an amount not to exceed the percentage increase in the Consumer Price Index for All Urban Consumers (all items) (for San Francisco-Oakland, California, as published by the United States Department of Labor, Bureau of Labor Statistics, for the period immediately preceding the commencement of the option period in question.

6. Contractual Relationship

The parties intend that an independent contractor-employer relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Independent Contractor. Independent Contractor is not to be considered an agent or employee of City for any purpose, and neither Independent Contractor nor any employees of Independent Contractor are entitled to any of the benefits that City provides for City's employees. It is understood that City does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract for similar services to be performed for other cities, persons or entities during the term of the Contract. Independent Contractor shall be fully responsible for all income, social security or other taxes or deductions, including but not limited to worker's compensation and unemployment deductions, relating to the services it performs for City.

7. Indemnity and Hold Harmless

To the fullest extent permitted by law, Independent Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, and hold harmless City and its officers, elected officials, employees, agents, and volunteers (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Independent Contractor or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, reasonable court costs and attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation), to the extent the same arise out of, are a consequence of, or are in any way attributable to the negligence, recklessness, or willful misconduct of Independent Contractor or by any individual or entity for whom Independent Contractor is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Independent Contractor. However, in no event shall the cost to defend charged to the Independent Contractor exceed the Independent Contractor's proportionate percentage of fault. Neither termination of this Contract nor completion of the services shall release Independent Contractor from its obligations under this Section 7, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion. This provision shall survive the termination of the Contract.

8. Insurance

The following minimum levels of insurance coverage shall be provided during the term of this Contract. Prior to the execution of the Contract, Independent Contractor shall provide proof of insurance required. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Independent Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Independent Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions): Insurance appropriate to the Independent Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City of Piedmont, its Council Members, directors, officers, agents and employees shall be named as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Independent Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Independent Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this contract, Independent Contractor's insurance coverage shall be primary insurance coverage (at least as broad as ISO CG 20 01 04 13) with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Independent Contractor's insurance and shall not contribute with it.

Independent Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Independent Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Independent Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Independent Contractor shall require the insurer to provide City with 30-day prior notice of termination or material change in coverage and ten (10) days prior notice of cancellation for non-payment.

9. Assignability

Independent Contractor shall not assign, delegate, or transfer any interest in this agreement nor the performance of any Independent Contractor's obligations hereunder, without the prior written consent of the City.

10. Miscellaneous

As used in this Contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

11. Notices

Any notices to be sent pursuant to this Contract shall be given in writing by prepaid U.S. certified or registered postage addressed to City at 120 Vista Avenue, Piedmont, California 94611, and to Independent Contractor at **1300 Clay Street, Suite 325, Oakland, CA. 94612** or at such other address as each party shall give the other in writing from time to time, and notices shall be deemed received at the time of personal delivery or three (3) working days after being placed in the United States Mail, postage prepaid, certified mail, return receipt requested.

12. Governing Law

This Contract shall be governed by the laws of the State of California. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Alameda, State of California.

13. Modification

Any modification of this Contract will be effective only if it is in writing signed by all parties to this Contract.

14. Time is of the Essence

Time is of the essence in the performance of this Contract. Notwithstanding any other provision of this Agreement, the Independent Contractor shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to, natural disasters, adverse weather, or acts of the City, third parties or governmental agencies.

15. Termination

The following provisions shall govern termination under this Contract:

- a. Either party may terminate this Contract for cause as follows:
 - (1) The party electing to terminate shall give the other party written notice of termination at least five (5) days prior to the termination date, setting forth very specifically the grounds for termination, the specific provisions of the Contract that has been violated, and a full statement of the facts surrounding the violations(s).
 - (2) If the terminated party so elects, the parties shall meet promptly and make good faith efforts to resolve the violation(s) in a mutually agreeable way.
 - (3) If any such violation cannot be resolved by the parties at such meeting, or at any mutually agreed extension(s) of such meeting, the termination shall proceed.
 - (4) If the violation(s) have not been resolved, the terminating party may proceed with termination, and with retaining other person(s) or entities to provide services, if the terminating party is the City.
- b. Either party may terminate the Contract at any time without cause upon at least sixty (60) days prior written notice to the other party. In the event of any such termination by City, Independent Contractor shall be paid for services actually performed through the date of termination, and Independent Contractor's work shall be immediately discontinued as of that date, except that City may elect, at City's option, to have Independent Contractor complete one or more projects or specific activities which are then in progress, in which case Independent Contractor shall be paid for such services until completion. If terminated by Independent Contractor, any assignment accepted by Independent Contractor prior to the notice of termination shall be completed if desired by City.

16. Equal Opportunity

Independent Contractor shall insure that its policies and practices provide equal opportunity to all applicants and employees without regard to race, color, creed, gender, age, religion, national origin, sexual preference, gender identity, marital status, disability,

Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) and in addition, Independent Contractor must comply with the Americans with Disabilities Act.

17. Compliance with Laws

Independent Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Independent Contractor represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits, insurance and approvals which are legally required for Independent Contractor to practice its profession.

18. Entire Agreement

This Contract constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties. In the event of a conflict between the terms set forth in this Contract and the terms set forth in any exhibit to this Contract, the terms of this Contract shall govern over the terms of any exhibit.

19. Ownership of Documents

All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Independent Contractor, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Independent Contractor for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Independent Contractor or to any other party. Independent Contractor shall, at Independent Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Independent Contractor are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

20. Licenses

Independent Contractor represents and warrants that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Independent Contractor to practice its profession. Independent Contractor represents and warrants to City that Independent Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Independent Contractor to practice its profession.

21. Waiver

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract at Piedmont, California, the day and year first above written.

CITY OF PIEDMONT:

KIMLEY-HORN AND ASSOCIATES,
INC.

By: _____
Jennifer Cavanaugh , Mayor

By: _____

Attest:

John O. Tulloch, City Clerk

Approved as to form and legality:

Michelle Marchetta Kenyon, City Attorney
Sergio Rudin, Assistant City Attorney



MEMORANDUM

To: Nancy Kent

From: Marcy Kamerath, Juliana Richards
Kimley-Horn and Associates, Inc.

Date: January 10, 2023

Subject: Re-issuance of the Municipal Regional Permit for Stormwater

The City of Piedmont's Clean Water Program is responsible for addressing regulatory requirements related to municipal stormwater runoff. Stormwater runoff from the City of Piedmont is permitted under a National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit, otherwise referred to as the Municipal Regional Permit (MRP) (Order No. R2-2022-0018¹).

The San Francisco Regional Water Quality Control Board (RWQCB) administers and enforces the MRP, which is typically re-issued every five years, and upon re-issuance will include ongoing, modified and/or new requirements to address pollutants in stormwater. On July 1, 2022, the third re-issuance of the MRP became effective, and is colloquially referred to as 'MRP 3.0'. This memorandum (memo) summarizes the key ongoing requirements that remain in the current MRP, as well as, new substantial requirements for the next five-year permit term. For the purposes of this memo, requirements are considered substantial relevant to others in the MRP because they may require City-specific approaches (e.g., asset management plan), or attention and documentation of activities that are occurring within the City, as opposed to some requirements that can be met on a regional basis (e.g., trash reduction impracticability report). Thus, these substantial requirements are those that are anticipated to be a key focus for the City of Piedmont's Clean Water Program staff in the next five-year permit term (2022-2027).

The City is one of over 70 Bay-Area municipalities, known as the permittees, subject to requirements in the MRP to help prevent and minimize pollutants in stormwater to protect the downstream waters in Bay Area communities. The RWQCB administers the permit under authority delegated by the EPA pursuant to the federal Clean Water Act Section 402. The Alameda County Clean Water Program (ACCWP) helps to organize compliance and reporting efforts among the over 70 permittees, they prepare and provide technical guidance, annual reporting templates, and in some cases, they directly

¹ https://www.waterboards.ca.gov/sanfranciscobay/board_decisions/adopted_orders/2022/R2-2022-0018.pdf



address requirements that can be met on a County-wide level (e.g., downstream water quality monitoring). City staff coordinate directly with ACCWP through attendance on sub-committees and one-on-one meetings as needed. Since 2017, City staff have also used registered engineering and stormwater professional consultants to help address the various and wide-ranging MRP requirements.

MRP 3.0 REQUIREMENTS

The following are more substantial ongoing requirements that will remain for the next five-year permit term. Kimley-Horn assisted the City in addressing these requirements in three out of the prior five-year permit term (MRP 2.0). These requirements will continue to be a focus for Clean Water Program staff:

- Prepare and submit an Annual Report to track status and progress on MRP requirements, including numeric goals and targets set by the MRP. The Annual Report template is prepared by the ACCWP, and the City is responsible for tracking data and information throughout each fiscal year, and then compiles and summarizes progress in the Annual Report that is submitted to the RWQCB. (MRP Provision C.22.a-c).
- Continue screening for, planning, tracking and implementing Green Infrastructure in compliance with provision C.3. The numeric target for impervious areas to be treated by GI was adjusted down (MRP 3.0, Appendix Table H-1). The City shall treat no less than 0.2 acres of impervious surface with green infrastructure for non-regulated projects, and up to a total of 0.67 acres for either non-regulated or regulated projects, if a region-wide numeric target cannot be met collectively by the MRP permittees in Alameda County. (C.3 and Table H-1).
- Maintaining Trash Load Reduction goals by maintaining full trash capture devices and completing other source control and best management practices (BMPs) such as, community event clean-ups, street sweeping, and providing education/training to business owners. (C.10.a.i).
- Conduct, at least, annual inspections of the City of Piedmont's four commercial facilities, and high priority construction sites to help implement and maintain BMPs to prevent and reduce pollutants in stormwater runoff from these facilities. (C.4.d and C.6).

In addition to the requirements above, MRP 3.0 contains the following new substantial requirements:

1. Some road reconstruction projects may now be interpreted as a project which must include Green Infrastructure in the design to treat post-construction runoff onsite. These projects may include, removal and replacement of asphalt or concrete surfaces to the base layer. (C.3.b.ii.1.iii).
2. Provide and track training for inspectors at commercial properties and certain construction sites. A partial list of required topics includes illicit discharge detection, best



management practices, high priority site inspections and wet season notifications. (C.2.h and C.4.e).

3. In coordination with ACCWP, implement a program to reduce discharge of pollutants from mobile businesses to include implementation of minimum standards and BMPs, enforcement strategy, update of business inventories, outreach and education strategy, and inspections. The City may cooperate county or region-wide with program implementation. (C.5.e)
4. Make a MS4 map publicly available by September 2024, either electronically, or in hard copy through a single point of contact. The City shall also submit a plan and schedule by September of 2026 to update existing storm sewer information. (C.5.f.ii.(2)a-c).
5. Annually prepare and submit a fiscal analysis of the capital and operation and maintenance costs required to comply with the permit. The City shall develop a cost reporting framework and ensure it includes all requirements listed in C.20.b and submit this to the RWQCB by June 30, 2023. Fiscal analyses should be submitted annually according to the accepted cost reporting framework and methodology starting in September 2025.
6. Develop and implement a stormwater Asset Management Plan for submittal to the RWQCB by June 30, 2025. The Plan shall evaluate the condition of all hard assets, constructed during this and previous permit terms. Description of applicable assets are described in MRP C.21.b.i.(1)-(4). Following submittal, the City will need to annually report on implementation of the Asset Management Plan in the City's Annual Report for the MRP.

MRP 3.0 includes new and ongoing requirements for the upcoming five-year permit cycle that will require additional staff time or resources to address. To maintain a proactive approach to MRP compliance, Kimley-Horn recommends the City continue ongoing Clean Water Program activities as in prior years of the MRP; primarily, green infrastructure implementation (C.3) and trash load reduction (C.10) to meet specified numeric targets, and then phase in additional work efforts to meet the new requirements. Based on MRP submittal dates, and/or the amount of coordination or advanced planning required to complete the new requirements, Kimley-Horn recommends the City focus on items 2 and 5 and initial steps for items 4 and 6, listed above. In subsequent years, Clean Water Program priorities to progress MRP compliance can be assessed during the Program's Annual Reporting process, which is completed in September so that the Clean Water Program efforts remain proactive and prioritized.

Item #4 – Renewal Stormwater Consulting Contract with Kimley Horn
Correspondence received before 3:00 p.m. on Monday, February 6, 2023

Hello City Council,

Apropos tonight's discussion of a contract for a street/storm water consultant, attached please find a 2021 presentation on the City's Green Infrastructure Plan. Note the many examples of GI used at crosswalks. Except for the Ramona/Ronanda triangle (a CIP project spearheaded by Kimberly Moses of your Park Commission many years ago before the GI mandate) none such GI crosswalks can be found in Piedmont to my knowledge. Instead the GI plan seems to be focused on installing impervious surfaces in city plazas and park pathways. Such projects are poorly designed for treating street runoff, if at all, which I believe is the point of the stormwater treatment program. In addition, were the city to include GI infrastructure in the many traffic improvements it has and will consider (Manor and other crosswalks, Jerome bulb-outs and multiple bollard installations) the city would be eligible for additional grant funding to help defray project costs. You may wish to clarify this point if the consultant attends this evening.

Garrett Keating

Update on Implementation of Green Infrastructure

November 3, 2021

Park Commission Meeting
City of Piedmont



Agenda

- Green Infrastructure (GI) overview and where GI requirements came from
- Update on GI requirements and efforts
- Next steps for GI implementation



Green Infrastructure – Overview

- Green Infrastructure is a suite of practices designed to reduce pollution from runoff by reducing imperviousness and/or capturing, conveying, and treating runoff close to the source



Submitted by Garrett Keating



Where did GI requirements come from?

- Municipal Stormwater runoff is permitted by the RWQCB via the [Municipal Regional Permit \(MRP\)](#)
- MRP 2.0 required GI to help meet Total Maximum Daily Loads for SF Bay
 - [Mercury](#)
 - [Polychlorinated Biphenyls](#)
- MRP 2.0 required installing GI for 'Regulated or Special Projects' and required a GI Plan



California Regional Water Quality Control Board
San Francisco Bay Region
Municipal Regional Stormwater NPDES Permit

Order No. R2-2015-0049
NPDES Permit No. CAS612008
November 19, 2015



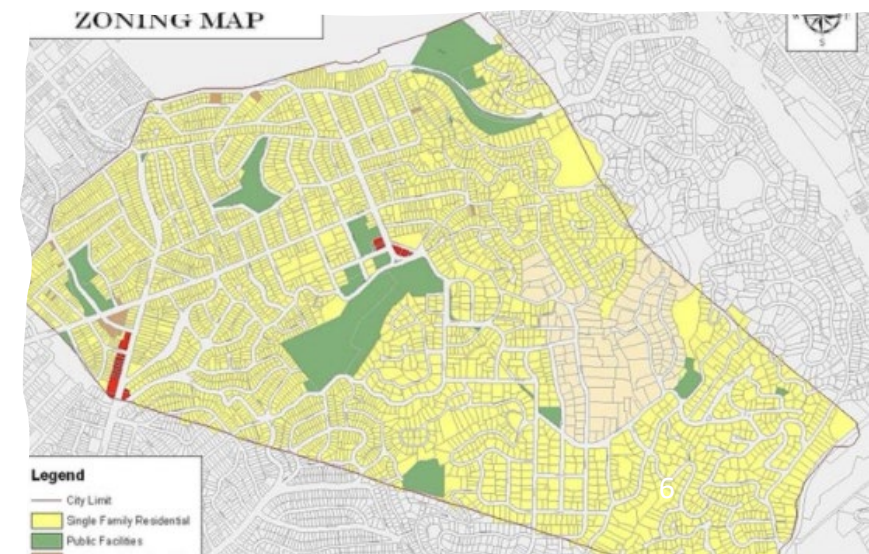
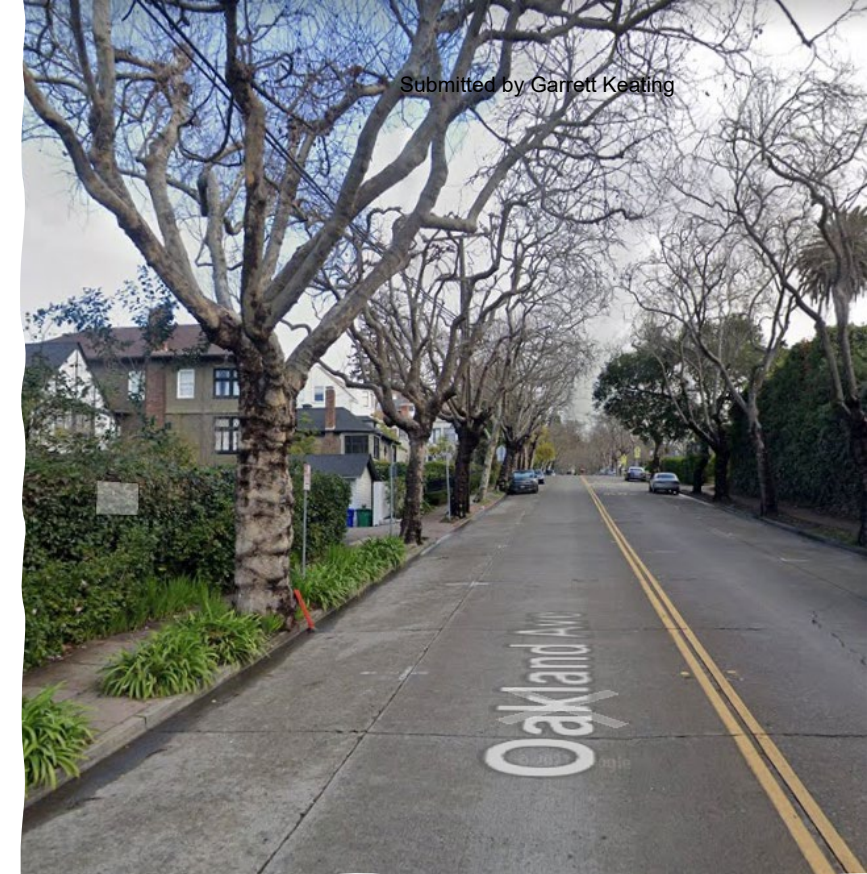
City of Piedmont's Green Infrastructure Plan

- City's GI Plan completed in 2019 with GI targets based on TMDL
- **GI Target** is impervious cover that drains to or is treated by GI
- GI Plan is a regulatory document
 - Reviewed plans
 - Identified GI targets
 - Identified potential projects and ways to prioritize them
- Heard comments that the GI Plan was not visionary enough



Green Infrastructure – Feasibility challenges

- No ‘Regulated or Special Projects’ in Piedmont since MRP 2.0 (Aquatic Center under review)
- Stormwater resource plan (SWRP) was one input and potential projects were included where relevant
- Site specific constraints
 - Mature street trees
 - Steep slopes
 - Infrastructure/Utility conflicts
- Still, the City has been assessing opportunities to reduce impervious cover and implement GI



Changes to GI Targets

- GI Targets will change in MRP 3.0
 - Not linked to TMDLs
 - Reflect reductions being met regionally and through other actions
 - Accelerated timeframe
- New GI Targets
 - At least 0.2 and up to 0.67 acres of impervious area by 2027
 - Previously was over 2 acres by 2040

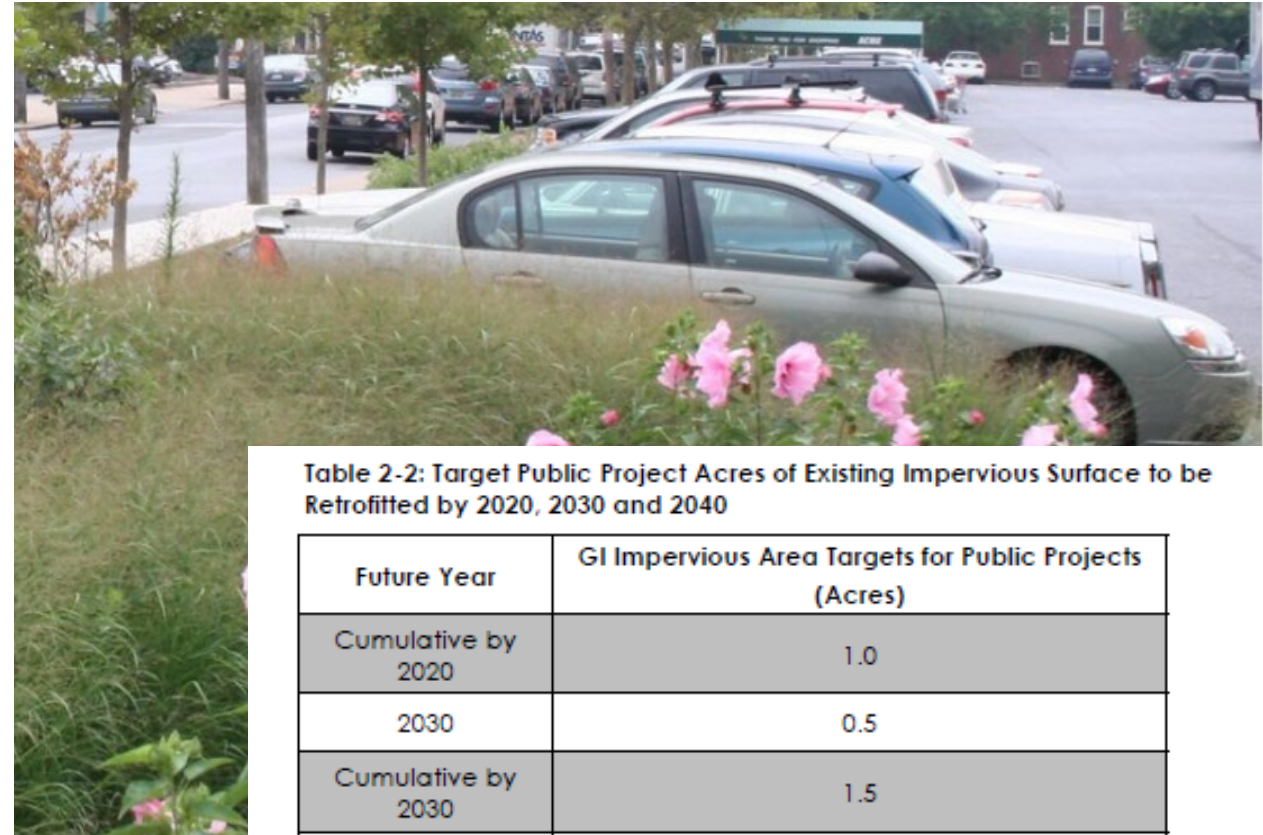


Table 2-2: Target Public Project Acres of Existing Impervious Surface to be Retrofitted by 2020, 2030 and 2040

Future Year	GI Impervious Area Targets for Public Projects (Acres)
Cumulative by 2020	1.0
2030	0.5
Cumulative by 2030	1.5
2040	1.2
Cumulative by 2040	2.7

Green Infrastructure – Update on efforts

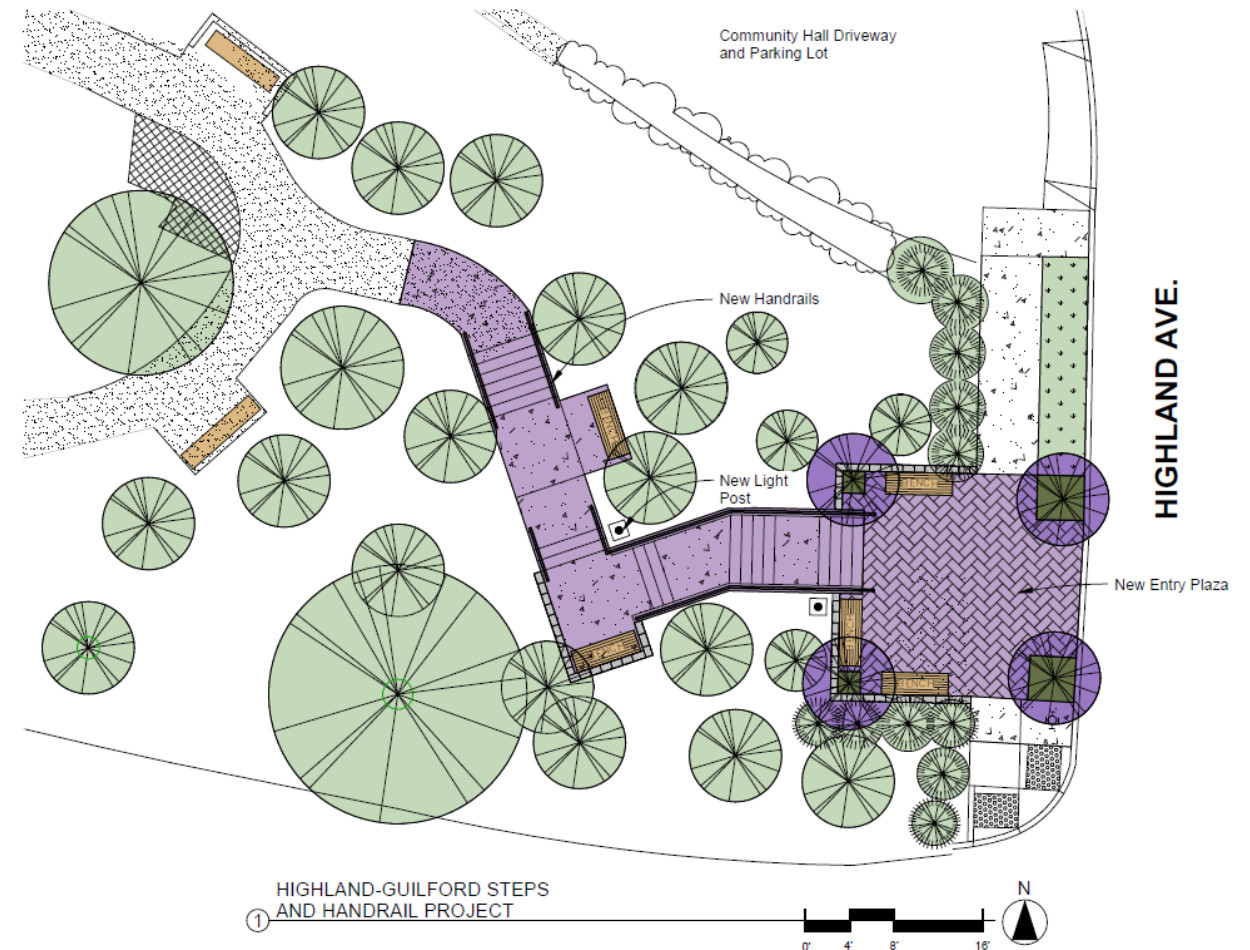
- City actively assessing for GI opportunities
 - Oakland Avenue
 - Lower Grand
 - Highland-Guilford Steps



Preliminary Schematic for GI at Lower Grand Ave

Green Infrastructure – Update on efforts

- City actively assessing for GI opportunities
 - Oakland Avenue
 - Lower Grand
 - Highland-Guilford Steps



Green Infrastructure – Update on efforts

C.3.j.ii.(2) ► Table A - Public Projects Reviewed for Green Infrastructure

Project Name and Location ⁴²	Project Description	Status ⁴³	GI Included? ⁴⁴	Description of GI Measures Considered and/or Proposed or Why GI is Impracticable to Implement ⁴⁵
Piedmont Community Hall – Rear Balcony and Amphitheater, 711 Highland Ave, Oakland, CA 94611	Expanding the terraces and rear balcony of Community Hall over enlarged space beneath	Planning	TBD	Potential upgrades could include permeable paving
Piedmont Community Hall - Entry Court Renovation, , 711 Highland Ave, Oakland, CA 94611	Parking and ADA access are the urgent needs for this facility	Conceptual design	TBD	Permeable paving could be considered for the decorative paving materials used to enhance the entry court
Guilford Steps off Highland Ave.	New entrance, stairs, railing and lighting	Conceptual design	TBD	Permeable paving could be considered for the decorative paving materials used to enhance the entry of Highland Ave.
Crocker Park Path Improvements, Hampton, Crocker and King Avenue	Paving and drainage improvements to pathway to address erosion of existing pavement	This project has become part of the City's Permeable Pathways Master Plan and the first section of the master plan has been installed at Dracena Park.	Yes	Pathways in poor condition ,where feasible, will be replaced with permeable paving.

Example of annual assessment for GI opportunities



Green Infrastructure – Next Steps

