

El Cerrito

## TECHNICAL ADVISORY COMMITTEE MEETING NOTICE & AGENDA

Hercules

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**DATE & TIME:** Thursday, February 14, 2019 • 9:00 AM – 11:00 AM  
**LOCATION:** WCCTAC Offices • 6333 Potrero Ave. at San Pablo Avenue, El Cerrito, CA 94530  
**TRANSIT OPTIONS:** Accessible by AC Transit #72, #72R, #72M & El Cerrito del Norte BART Station

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Pinole

**1. CALL TO ORDER and SELF-INTRODUCTIONS**  
*Estimated Time\*: 9:00 AM, (5 minutes)*

**2. PUBLIC COMMENT**  
*Estimated Time\*: 9:05 AM, (5 minutes)*

Richmond

*The public is welcome to address the TAC on any item that is not listed on the agenda. Please fill out a speaker card and hand it to staff. Please limit your comments to 3 minutes. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The TAC may direct staff to investigate and/or schedule certain matters for consideration at a future TAC meeting.*

San Pablo

**3. CONSENT CALENDAR**  
*Estimated Time\*: 9:10 AM, (5 minutes)*

**A. Minutes & Sign in Sheet from January 10, 2019**  
*Recommendation: Approve as presented.*  
*Attachment: Yes*

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County

**4. REGULAR AGENDA ITEMS**

AC Transit

**A. STMP Nexus Update: Status of Final Documents, Model Staff Report, Planning for Council Meetings, and Draft Administrative Guidelines**  
*Description:* In January, 2019, the WCCTAC Board authorized the Board Chair to sign the Master Cooperative Agreement and to direct staff to circulate the STMP documents and request action by local councils/board, pending minor modifications. After the Board meeting, WCCTAC received additional comments from local jurisdictions. Most of these were grammatical edits and clarifications to the Master Cooperative Agreement and Ordinance, with some comments being process questions on the Administrative Guidelines. Staff will review the latest edits to these documents with the TAC in preparation for local councils' actions. Per the TAC's request, staff has prepared a model staff report for local staff's use and also prepared a cover letter to accompany the transmittal of the STMP documents, attached. TAC members are asked to provide final dates for agendizing STMP items.

BART

*Recommendation:* Review changes to the final documents and prepare for local agency meetings.

WestCAT

*Attachments:* Yes, model staff report, transmittal letter and final STMP documents provided in Track Changes.

*Presenter/Lead Staff:* Leah Greenblat, WCCTAC Project Manager.

*Estimated Time\*:* **9:15 AM**, (90 minutes)

**B. STMP Disbursements: Funding Agreements**

*Description:* In December 2018, the WCCTAC Board approved an allocation of STMP funds in response to the 2018 Call for Projects. WCCTAC staff will work with local staff to amend or develop funding agreements so that funds can be disbursed.

*Recommendation:* Information only.

*Attachments:* No.

*Presenter/Lead Staff:* Leah Greenblat, WCCTAC Project Manager.

*Estimated Time\*:* **10:45 AM**, (10 minutes)

**5. STANDING ITEMS**

**A. Technical Coordinating Committee (TCC) Report**

*Recommendation:* Receive update.

*Attachment:* No

*Presenter/Lead Staff:* WCCTAC's TCC Representatives & WCCTAC Staff

*Estimated Time\*:* **10:55 AM**, (5 minutes)

**6. ADJOURNMENT**

*Description / Recommendation:* Adjourn to the next regularly scheduled meeting of the TAC on Thursday, March 14, 2019.

*Estimated Time\*:* **11:00 AM**

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- In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in the WCCTAC TAC meeting, or if you need a copy of the agenda and/or agenda packet materials in an alternative format, please contact Valerie Jenkins at 510.210.5930 prior to the meeting.
  - If you have special transportation requirements and would like to attend the meeting, please call the phone number above at least 48 hours in advance to make arrangements.
  - Handouts provided at the meeting are available upon request and may also be viewed at WCCTAC's office.
  - Please refrain from wearing scented products to the meeting, as there may be attendees susceptible to environmental illnesses. Please also put cellular phones on silent mode during the meeting.
  - A meeting sign-in sheet will be circulated at the meeting. Sign-in is optional.

El Cerrito

### WCCTAC TAC Meeting Minutes

Hercules

**MEETING DATE:** January 10, 2019

Pinole

**MEMBERS PRESENT:** Yvetteh Ortiz, El Cerrito; Holly Smyth, Hercules; John Cunningham, County; Denee Evans, Richmond; Aileen Hernandez, BART; Winston Rhodes, Pinole.

Richmond

**GUESTS:** Julie Morgan and Francisco Martin, Fehr and Peers; Bob Spencer, Urban Economics; Mary Halle and Colin Piethe, County; Jimmy Zhou, San Pablo; and Bill Pinkham, CBPAC Representative.

San Pablo

**STAFF PRESENT:** John Nemeth, Leah Greenblat, and Coire Reilly

**ACTIONS LISTED BY:** WCCTAC Staff

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ITEM	ITEM/DISCUSSION	ACTION/SUMMARY
1.	Called to Order	The meeting was called to order at 9:14 a.m.
2.	Public Comment	None.
3.	Consent Calendar: <ul style="list-style-type: none"> <li>a. Action Minutes and Sign-in Sheet from November 8, 2018</li> <li>b. Approve and forward to Board additional OBAG 2 Safe Routes to School Funding for Lincoln Elementary School Pedestrian Enhancement Project in Richmond.</li> </ul>	Moved by Ortiz, seconded by Rhodes, and unanimously adopted.

AC Transit

BART

WestCAT

4.	STMP Nexus Update: Review of Draft Documents and Planning for Board and Councils Review	Julie Morgan reviewed recent comments and changes to the draft STMP Master Cooperative Agreement, the Model Ordinance and the Administrative Guidelines. TAC members provided feedback on draft documents and agreed to forward them to the WCCTAC Board.
5.	TCC Update	None; recent meetings were cancelled.
6.	Adjourn	The meeting adjourned at 11:40 AM.

Sign in Sheet for the WCCTAC Technical Advisory Committee Meeting

WCCTAC TAC	INITIALS	AGENCY	EMAIL	PHONE
Lori Reese Brown		Richmond	Lori_reese-brown@ci.richmond.ca.us	510.620.6869
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Celestine Do		BART	cdo@bart.gov	
<b>WCCTAC STAFF</b>				
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Patrick Phelan		Richmond	Patrick_phelan@ci.richmond.ca.us	510.307.8111
<b>GUEST</b>				
Dave Campbell		Bike East Bay	dave@bikeeastbay.org	510.701.5971
Bill Pinkham	<i>BP</i>	CBPAC Rep	Bpinkham3@gmail.com	510.734.8532
Rita Xavier		San Pablo Res.		





**DRAFT**

El Cerrito

Hercules

February 8, 2019

**TO:** WCCTAC TAC

**FROM:** Leah Greenblat, WCCTAC Project Manager

Pinole

**RE: Model STMP Staff Report for City Councils/County Board**

**Overview:** This model staff report covers a variety of topics that may be useful to local staff as in the preparation of staff reports for City Councils/County Board. Not all of the information contained may be needed by each agency, so local staff is expected to choose sections accordingly.

Richmond

WCCTAC staff and the consultant, Fehr and Peers, plan on attending the first meeting for each jurisdiction when the item is agendaized. Should the local jurisdiction wish, we will be prepared to provide a presentation and/or serve as a resource and respond to questions. *Please let me know the date and time of your meeting and your jurisdiction's presentations protocols, e.g. when do you need the PowerPoint.*

San Pablo

**Agenda Item Title:** 2019 West Contra Costa County Subregional Transportation Mitigation Program (STMP) Fee Update.

Contra Costa  
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**Agenda Item Description:** The West Contra Costa Transportation Advisory Committee (WCCTAC) oversees the STMP and has completed a nexus report supporting an update to its fee program. The WCCTAC Board has authorized its Chair to sign the Master Cooperative Agreement and is requesting that its member jurisdictions do the same. Additionally, WCCTAC is requesting that its STMP partners each adopt a new ordinance to implement the fee update effective July 1, 2019.

AC Transit

**Requested Action:** Authorize signing the STMP Master Cooperative Agreement and adopt Ordinance \_\_\_\_.

BART

**Agenda Time Planning:** If WCCTAC and its consultants make a presentation to a City Council/Board please allow for a minimum of 30 minutes. The presentation is approximately 15-20 minutes plus time for questions. If significant public comment is anticipated, additional time may be needed.

WestCAT

**Presentation:** WCCTAC staff and their consultant, Fehr and Peers, will attend the Council/Board meeting to make a presentation which will review the current STMP program, share highlights from the nexus report, and present the key elements of the updated program.

6333 Potrero Avenue, Suite 100, El Cerrito CA 94530  
Phone: 510.210.5930 ~ [www.wcctac.org](http://www.wcctac.org)

Model Staff Rpt. 1

**Documents:**

*Final Report of the 2019 Nexus Update of the Subregional Transportation Mitigation Program (STMP) Impact Fee.* This report contains the analysis legally required to update the STMP fees. This document is provided for reference. No action is requested.

*STMP Master Cooperative Agreement.* This document is an agreement between WCCTAC and local jurisdictions to formalize the institutional arrangements for the collection, oversight and expenditure of the 2019 STMP fees and the close out of the 2006 STMP program. All parties signed the current agreement in 2006. All parties are now requested to sign the new version.

*Model STMP Ordinance:* WCCTAC developed a model ordinance for its STMP partners to use as a template. Each jurisdiction adopted a similar ordinance in 2006. Each party is now requested to adopt its own ordinance, based on this Model STMP Ordinance as substantively provided, in order to update the STMP program.

*STMP Administrative Guidelines:* These were developed by WCCTAC and its member agencies to provide a resource for local agency and WCCTAC staff on day-to-day operational details and procedures. The guidelines are intended to be updated from time to time if necessary, following review by the WCCTAC TAC and approval by the WCCTAC Executive Director. This document is provided for informational purposes. No action is requested.

**What is WCCTAC?**

The West Contra Costa Transportation Advisory Committee (WCCTAC) is one of four Regional Transportation Planning Committees (RTPCs) in Contra Costa County and represents the West Contra Costa sub-area. The Committees were created in 1988 to guide transportation projects and programs included in the Measure C, ½ cent, transportation sales tax approved by Contra Costa voters. Measure C was succeeded by Measure J in 2004.

WCCTAC is a public agency, governed by a Joint Exercise of Powers Agreement between the following member agencies: the cities of El Cerrito, Hercules, Pinole, Richmond, San Pablo; Contra Costa County; and the transit operators, AC Transit, BART, and WestCAT. WCCTAC's operating revenues are derived from dues paid by member agencies as well as from numerous grants.

WCCTAC aims to improve the transportation system in West Contra Costa through the development and coordination of transportation plans, projects, programs and policies for the West Contra Costa area. In addition to directing some funds from Measure J, WCCTAC administers the Sub-regional Transportation Mitigation Fee Program (STMP) which collects impact fees from development projects built in the West Contra County and applies them to transportation improvements.

WCCTAC also manages a Transportation Demand Management (TDM) Program using the '511 Contra Costa' brand which is aimed at vehicle trip reduction. Programs include: outreach to assist employers with development of trip reduction programs, bicycle programs, carpool and transit incentive programs and other projects to encourage alternative to driving alone.

### **What is the STMP?**

In 1988 Contra Costa County residents adopted Measure C, a half-cent sales tax measure for transportation projects and programs which voters renewed in 2004 with the passage of Measure J. These ballot measures require that local jurisdictions develop a program of regional traffic mitigation fees, assessments, or other mitigations, as appropriate, to fund regional and subregional transportation projects. In developing these fee programs, local jurisdictions are required to consider such issues as jobs/housing balance, carpool and vanpool programs, and proximity to transit service in the establishment of the regional traffic mitigation program.

The West County Subregional Transportation Mitigation Program (STMP) is an important mechanism for regional collaboration in West County. Regional, multi-jurisdictional fee programs are more complicated than local mitigation fee programs administered by a single jurisdiction; however, regional programs offer a forum for cooperation and coordination that allows the agencies involved to make more comprehensive transportation investments than any single jurisdiction could do on its own.

The STMP was developed with the participation and concurrence of local jurisdictions in determining the most feasible methods of mitigating regional traffic impacts. The Cities of El Cerrito, Hercules, Pinole, Richmond, and San Pablo, as well as the County of Contra Costa have each adopted an ordinance implementing this fee program. These jurisdictions share a desire to assure that new development in West County pays its fair-share toward regional circulation and transit improvements that are proportional to the traffic impact the new development will generate. The STMP is not a return-to-source program. The local fees collected in West County provide congestion relief to mitigate traffic on regional routes and through improved transit service throughout West County.

WCCTAC first implemented a transportation impact fee via the STMP in 1997. Impact fees are established under a state law known as Assembly Bill (AB) 1600, the Mitigation Fee Act. WCCTAC conducted an update of the fee program in 2005/2006 to help fund an expanded list of regional transportation improvements.

Participating jurisdictions are responsible for collecting the STMP fee and forwarding it to WCCTAC. WCCTAC is empowered to coordinate and administer revenue for the regional transportation improvements funded with these fees. Measures C and J also require that all Contra Costa County jurisdictions participate in the regional transportation mitigation program. Jurisdictions that are not participating in such a program are at risk of losing their annual Measure C (and subsequently Measure J) local street maintenance and improvement (return-to-source) funds.

### **STMP Update:**

In late 2016, WCCTAC began the process of updating the STMP and its nexus study. This update has been a multi-step process during which WCCTAC's staff and consultants have worked closely with the WCCTAC TAC and made periodic check-ins with the WCCTAC Board. The consultant team developed a series of technical memos which evaluated the 2005/2006 STMP, reviewed West County existing conditions and growth projections, developed criteria for a project list, and

identified projects and determined the nexus between the projects and the maximum potential fee that could be charged. These memos are available on the WCCTAC website: [https://www.wcctac.org/app\\_pages/view/210](https://www.wcctac.org/app_pages/view/210). The technical memos are summarized in the Final Report of the 2019 Nexus Update of the STMP Impact Fee. WCCTAC anticipates that the updated STMP will become effective July 1, 2019.

### **Final Report of the 2019 Nexus Update of the STMP Impact Fee**

The purpose of this report is to provide the technical basis for updating the STMP. The focus of the updated program is to support a regional multimodal transportation system in West County that serves the expected future demand. This report documents the analytical approach for establishing the required nexus between anticipated future development in West Contra Costa County and the need for regional transportation improvements.

### **2005/2006 STMP Revenue and Disbursements**

As shown in Table 2 3, the STMP generated about \$11.6 million in revenue as of December 1, 2018, including \$8.7 million between 2005 and 2018. About \$5.9 million has been disbursed as of December 1, 2018; total disbursements by project are summarized in Table 2 4. As shown in Table 2 3, an account balance of about \$5.7 million remains as of December 1, 2018. A portion of the remaining account balance has been allocated to projects on the current STMP project list; however, not all the allocated amount has been disbursed to the project sponsor agencies to date. WCCTAC recently completed a 2018 Call for Projects and its Board agreed to disburse the remaining balance for transportation capital improvements that fall under the project list identified in the 2005 Update of the STMP. The WCCTAC Board further agreed to designate revenues generated between December 1, 2018 and June 30, 2019 (the proposed last day of the 2005/2006 STMP) to specific projects from the 2018 Call for Projects. This action essentially will result in no or very few dollars from the 2005/2006 STMP remaining unprogrammed at its conclusion.

**Table 2-1: STMP Revenue and Disbursements (as of December 1, 2018)<sup>1</sup>**

Period	Revenue	Disbursements	Balance <sup>2</sup>
1998 – 2004	\$2,942,031.00	\$2,235,826.70	\$706,204.30
2005 – 2018 <sup>3</sup>	\$8,668,484.55	\$3,652,097.91	\$5,722,590.94
<b>Total to Date</b>	<b>\$11,610,515.55</b>	<b>\$5,887,924.61</b>	<b>\$5,722,590.94</b>

## Notes:

1. Information presented in Table 2-3 is based on the best information available at this time, however, the records may not be complete.
2. A portion of the remaining account balance has been allocated to projects on the current STMP project list; however, not all the allocated amount has been disbursed to the project sponsor agencies.
3. Reporting period as of December 1, 2018.

Source: WCCTAC, December 2018.

**Table 2-2: STMP Disbursements by Project (as of December 1, 2018)<sup>1</sup>**

Project	Total Amount Committed	Total Amount Disbursed to Date
Richmond Intermodal Station	\$527,000.00	\$223,116.36
I-80/San Pablo Dam Road, I-80/Central Avenue, SR 4/ Willow Avenue Interchange Improvements	\$2,800,435.39	\$2,800,435.39
Capitol Corridor Improvements (Hercules Passenger Rail Station)	\$1,000,000.00	\$988,774.00
Ferry Service to San Francisco from Richmond and/or Hercules/Rodeo	\$300,000.00	\$0.00
BART Access and/or Parking Improvements (El Cerrito Plaza, El Cerrito Del Norte, and/or Richmond BART Stations)	\$1,186,200.00	\$813,991.86
Bay Trail Gap Closure	\$500,000.00	\$487,365.06
San Pablo Dam Road Improvements in Downtown El Sobrante	\$0.00	\$0.00
San Pablo Avenue Corridor Improvements	\$0.00	\$0.00
North Richmond Connection Project	\$0.00	\$0.00
Hercules Transit Center	\$304,963.13	\$304,963.13
Del Norte Area TOD Public Infrastructure Improvements	\$300,000	\$0.00
Administrative <sup>2</sup>	N/A	\$269,278.81
<b>Total</b>	<b>\$6,918,598.52</b>	<b>\$5,887,924.61</b>

## Notes:

1. Information presented in Table 2-4 is based on the best information available at this time, however, the records may not be complete for every project on the list.
2. Includes disbursements for administrative purposes and those that were not otherwise categorized.

Source: WCCTAC, December 2018.

### STMP Update: New Project List

The WCCTAC TAC recommended, and WCCTAC Board approved, a final list of capital improvement projects for inclusion in the updated STMP. The detailed project list is included in the Final Report of the Nexus Update of the STMP Impact Fee as Appendix A. Summarized versions are available as Table 3-1 in the same report as well as in the Master Cooperative Agreement and the Model Ordinance. This list contains a combination of projects currently in the STMP, as well as projects that have been identified through the review of recent planning documents, the application of project eligibility criteria, and feedback from the TAC and Board. Overall, the purpose of the projects remains the same as when the STMP was first adopted. These projects are intended to provide congestion relief and mitigate traffic impacts on regional routes through capacity improvements on those routes, improved transit services for subregional and regional travel, and improved facilities that allow West County residents to more efficiently access regional routes and transit services. There are twenty projects included in the STMP Update and their overall total project cost is \$855 million. Only a portion of this overall cost can be attributed to the impact of new development.

### STMP Update: Growth Projections

An important step in quantifying the nexus relationship is to determine the amount of new development anticipated in the planning horizon (year 2040) of the study. Fehr & Peers reviewed the historical and projected housing and job growth in West County provided by the Association of Bay Area Governments (ABAG) and summarized in Table 4 1. Based on the information presented in Table 4 1, the WCCTAC TAC recommended, and the WCCTAC Board approved, a 0.9 percent annual housing growth rate and 1.2 percent annual job growth rate for use in the nexus study update. These projections were incorporated into the year 2040 land use file of the Contra Costa Transportation Authority (CCTA) travel demand model in the appropriate Transportation Analysis Zones (TAZs) for the West County region. Table 4 2 shows the amount of new development anticipated based on applying those growth rates; the number of dwelling units in West County would increase by 18,725 units (17 percent of total 2040 amount), and the number of jobs would increase by 18,794 jobs (21 percent of total 2040 amount). As shown in **Table 4-3**, total “service population” in West County, which is the sum of population plus jobs, is expected to increase by 82,037 (19 percent of total 2040 amount).

**Table 4-3: West County Annual Growth Rate Comparison**

Year Range	Annual Housing Growth Rate	Annual Job Growth Rate
2000 – 2005 (Historical)	0.9%	0.7%
2005 – 2010 (Historical)	-0.1%	-2.1%
2010 – 2015 (Historical)	0.9%	1.7%
2015 – 2040 (Forecast, based on ABAG <i>Projections 2013</i> )	1.2%	1.2%
2015 – 2040 (Forecast, based on ABAG <i>Projections 2017</i> )	1.0%	1.4%

**Table 4-4: Forecasted Housing and Job Growth in West County**

Year	Residential (Dwelling Units)			Non-Residential (Jobs)			
	Single-Family	Multi-Family	Total	Office	Retail	Industrial	Total
2018	65,727	28,657	94,384	45,920	16,172	9,525	71,617
2040	70,412	42,697	113,109	60,528	19,485	10,398	90,411
Net Increase	4,685	14,040	18,725	14,608	3,313	873	18,794
Net Increase as % of Total 2040 Amount	7%	33%	17%	24%	17%	8%	21%

**Table 4-5: Forecasted Service Population Growth in West County**

Year	Total Population	Total Jobs	Service Population (Population + Jobs)
2018	267,305	71,617	338,922
2040	330,548	90,411	420,959
Net Increase	63,243	18,794	82,037
Net Increase as % of Total 2040 Amount	19%	21%	19%

**STMP Update: Nexus Analysis**

An important part of a nexus analysis is to establish whether the transportation facilities that will be addressed by projects in the fee program are currently operationally deficient. Existing deficiencies should be accounted for in the fee calculations to ensure new development pays its fair share and is not being charged to correct an existing problem. Fehr & Peers conducted an evaluation of existing transportation conditions based on a review of recent studies that contain information pertaining to the current operations along Routes of Regional Significance, existing transit services, and existing pedestrian and bicycle infrastructure.

In light of these conditions, the STMP calculations presented here have been conducted by calculating the growth in West County development as a percentage of the total future population and jobs.

The concept of this nexus study is to determine the proportion of the cost of each project that is reasonably attributable to new development within West County, and therefore could be included in the STMP fee. The primary analytical tool available to estimate the proportion of usage on each facility coming from new growth in West County is the CCTA regional travel demand model.

The percentages were applied to the cost of each STMP project, and the resulting amount represents the portion of the cost of each project that was used when calculating the STMP fee. Using these calculations, the STMP program could capture about \$162 million, which is approximately 19 percent of the overall total project cost of \$855 million. Other funding sources would be needed to cover the remainder of the costs, to account for the travel demand generated by existing West County residents as well as existing and future travelers who pass through West County on their way to other destinations.

The STMP Update's nexus analysis determined that the STMP could legally justify collecting a maximum potential of \$162 million (approximately 19%) of the \$855 million cost of the STMP Update Project List based on future West County growth from new development. The consultants then calculated what the maximum potential STMP fee that could be charged to new development for common land use categories.

It is important to note that the fee calculation is intended to represent the maximum potential fee that is justified through this nexus analysis and that could be charged to each land use type to support the list of STMP projects. Setting new fee levels is a policy decision of the WCCTAC Board. The WCCTAC Board in making its recommendation considered that if it set fees lower than the maximum potential fee, the STMP program would generate less revenue than estimated and would take longer to generate the estimated funding for projects on the list.

#### **STMP Update: WCCTAC Board Recommended Fee Levels**

Although permitted to index the 2005/2006 STMP fees for inflation, there has not been consistent indexing over time. An inflation index to reflect changes in construction costs is a common practice in fee programs. To assist in making comparison to similar other fees, the consultants calculated what the 2005/2006 STMP fees would be if they had been indexed annually for inflation.

The maximum potential STMP fee was compared to the current STMP fees and to other similar, Measure J required sub-regional fee programs in Contra Costa. The new maximum potential fees calculated are higher than the current non-indexed and indexed STMP fees in all land use categories. For residential uses, the new maximum STMP fee is somewhat higher than the residential fee charged in the Tri-Valley area, and lower than the residential fees in East County and Lamorinda. For non-residential uses, the new maximum STMP fee is higher than the comparable fees in East County and Tri-Valley, and roughly similar to the non-residential fees in Lamorinda.

At the September 28, 2018 meeting, the WCCTAC Board recommended that fee levels be set at 75 percent of the maximum potential fee calculations. Setting the fees at these levels is expected to generate an estimated \$121.3 million (of the \$162 million potential) through year 2040.

**Table 5-6.b: Comparison to Other Sub-Regional Fees**

<b>Jurisdiction</b>	<b>Single-Family (per unit)</b>	<b>Multi-Family (per unit)</b>	<b>Office (per sq. ft.)</b>	<b>Retail (per sq. ft.)</b>	<b>Industrial (per sq. ft.)</b>
<b>West County Area</b>					
WCCTAC Maximum Potential Fee	\$7,252	\$3,572	\$11.63	\$8.79	\$7.41
WCCTAC (original 2005) <sup>1</sup>	\$2,595	\$1,648	\$3.51	\$1.82	\$2.45
WCCTAC (if indexed) <sup>2</sup>	\$3,697	\$2,348	\$5.00	\$2.59	\$3.49
<b>Board Recommendation (75% of WCCTAC Maximum Potential Fee)<sup>3</sup></b>	<b>\$5,439</b>	<b>\$2,679</b>	<b>\$8.72</b>	<b>\$6.59</b>	<b>\$5.56</b>
<b>Other Sub-Regional Fees in Contra Costa</b>					
East County	\$18,186	\$11,164	\$1.56	\$1.80	\$1.56
Lamorinda	\$7,269	\$5,088	\$7.78	\$7.78	\$7.78
Tri-Valley	\$4,369	\$3,010	\$7.43	\$3.48	\$4.32

Notes:

1. Reflects the 2005 STMP Fee Schedule.
2. Reflects the 2005 STMP Fee Schedule if it had been consistently indexed to year 2018. The index is based on the Engineering-News Record Construction Cost Index for the San Francisco Bay Area.

Source: Fehr & Peers, 2018.

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El Cerrito

Hercules

Pinole

Richmond

San Pablo

Contra Costa  
County

AC Transit

BART

WestCAT

**DRAFT**  
**Transmittal Letter for STMP Documents**

February 7, 2019

The Honorable Mayors of West Contra Costa County,  
President of the Contra Costa Board of Supervisors,  
Members of the West Contra Costa City Councils and  
Members of the Contra Costa Board of Supervisors

**RE: 2019 West County Subregional Transportation Mitigation Program (STMP) Fee Update**

Dear STMP Partners:

As you may know, the West Contra Costa Transportation Advisory Committee (WCCTAC) is a Joint Powers Authority (JPA) composed of West County Cities, Contra Costa County, and public transit providers BART, AC Transit and WestCAT. The JPA designates WCCTAC as responsible for managing the West County Subregional Transportation Mitigation Fee Program (STMP). This program is required by Measure J, the half-percent sales tax that funds transportation projects in Contra Costa County. STMP fees are collected so that new development pays for transportation impacts with the funds going towards transportation improvements serving West Contra Costa.

For nearly two years, the WCCTAC Board, its Technical Advisory Committee (TAC), Fehr and Peers (a consulting firm), and WCCTAC staff have worked on updating the STMP. In December 2018, the WCCTAC Board accepted the 2019 Nexus Update of the STMP Impact Fee Final Report. This report provides the legal justification to update fee levels and updates the list of projects that are eligible to receive funding. At its January 2019 meeting, the WCCTAC Board authorized WCCTAC staff to circulate several documents to STMP partner agencies for action.

The last major update of the STMP occurred in 2006. At that time, the five West County cities and the County each adopted implementing ordinances and signed on to a Master Cooperative Agreement. In order to implement the updated STMP program, each city and the County will again need to adopt a new ordinance and sign the new Master Cooperative Agreement.

WCCTAC developed these documents with the assistance of staff members on the WCCTAC TAC, who facilitated in-house reviews of the documents including by local jurisdiction's legal counsels. The documents were then further refined before the TAC made its recommendation to forward them to the WCCTAC Board for adoption. WCCTAC requests that agencies adopt an ordinance substantively similar to the Model Ordinance and authorize the signing of the new Master Cooperative Agreement. These draft documents are attached. WCCTAC has also worked closely with its member agencies to develop a set of Administrative Guidelines to provide a resource for local agency and WCCTAC staff on day-to-day operational details. These are also included as reference.

WCCTAC requests that member agencies agendaize these documents for their councils/board in February and March with the intent of adoption by April 30, 2019, so that the new fees may go into effect on July 1, 2019. WCCTAC staff and its consultants can be present at Council/Board of Supervisors meetings to make a presentation and/or respond to questions.

Should you have any questions or additional needs, please do not hesitate to contact me (510.210.5933, [inemeth@wcctac.org](mailto:inemeth@wcctac.org)) or WCCTAC's project manager for this update, Leah Greenblat (510.210.5935 or [LGREENBLAT@wcctac.org](mailto:LGREENBLAT@wcctac.org)).

Sincerely,

John Nemeth  
Executive Director, WCCTAC

Attachments:

1. Final Report of the 2019 Nexus Update of the Subregional Transportation Mitigation Program (STMP) Impact Fee
2. New Master Cooperative Agreement
3. Model Ordinance
4. Administrative Guidelines

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**MASTER COOPERATIVE AGREEMENT  
BY AND AMONG THE CITIES OF EL CERRITO, HERCULES, PINOLE,  
RICHMOND, AND SAN PABLO, THE COUNTY OF CONTRA COSTA  
AND THE WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE  
FOR THE 2019 SUBREGIONAL TRANSPORTATION MITIGATION FEE PROGRAM**

This AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the cities of El Cerrito, Hercules, Pinole, Richmond, San Pablo, and the County of Contra Costa, collectively referred to herein as AGENCIES; and individually as an AGENCY, and the West Contra Costa Transportation Advisory Committee, a Joint Exercise of Powers Agency organized pursuant to a Joint Exercise of Powers Agreement among the cities of El Cerrito, Hercules, Pinole, Richmond, and San Pablo, the County of Contra Costa, and the transit agencies AC Transit, Bay Area Rapid Transit District, and Western Contra Costa Transit Authority, hereinafter referred to as WCCTAC. The AGENCIES, and WCCTAC shall sometimes be referred to collectively herein as the “Parties” and individually as a “Party”.

**RECITALS**

**WHEREAS**, AGENCIES, and WCCTAC, pursuant to the Contra Costa Transportation Improvement and Growth Management Expenditure Plan and Ordinance (referred to herein as “Measure C”) adopted and approved by the voters in 1988, and pursuant to the extension of the transportation sales tax (referred to herein as “Measure J”) adopted and approved by the voters in November 2004, hereby desire to enter into a Cooperative Agreement for transportation improvements in West Contra Costa County to be funded in whole or in part by developer fees collected under the West County Subregional Transportation Mitigation Program (“STMP”). The 2019 program (the “2019 STMP”) is intended to update the STMP adopted in 2006 (the “2006 STMP”). The transition from the 2006 STMP to the 2019 STMP is outlined herein. This Agreement shall terminate and replace the prior Master Cooperative Agreement Between Contra Costa Transportation Authority, the Cities of El Cerrito, Hercules, Pinole, Richmond, and San Pablo, the County of Contra Costa and the West Contra Costa Transportation Advisory Committee, dated June 13, 2006; and

**WHEREAS**, the WCCTAC Joint Exercise of Powers Agreement describes the objective of protecting and advancing the interests of West Contra Costa County communities with regard to transportation issues and the utilization of Measure C and Measure J funds, and explicitly designates WCCTAC to oversee the STMP; and

**WHEREAS**, each AGENCY by local ordinance or resolution, enacted the 2006 STMP, which levies a fee on new development to mitigate the impacts of new trips generated by that development in conformity with the Mitigation Fee Act (Gov. Code §§ 66000 et seq., referred to herein as the “Act”); and

**WHEREAS**, fees from the 2006 STMP partially funded eleven regional transportation projects which are listed in the Fee Program Background section of the adopted 2019 Nexus Update of the Subregional Transportation Mitigation Program (STMP) Impact Fee report; and

**WHEREAS**, fees from the 2019 STMP are proposed to partially fund twenty (20) regional transportation projects, as more particularly described herein (collectively referred to herein as the “Projects” and individually as a “Project”); and

**WHEREAS**, the conclusions of the nexus study, in conformity with Government Code section 66000 et seq. can be found in the 2019 Nexus Update of the STMP Impact Fee report which is attached hereto as Exhibit A and incorporated herein by reference; and

**WHEREAS**, this Agreement outlines the roles and responsibilities of the Parties relative to the administrative, fiscal, and project management of the 2019 STMP projects; and

**WHEREAS**, WCCTAC is the primary responsible entity for the program, and will coordinate and administer the STMP expenditures, the priority for fee disbursements, and provide general management of the STMP consistent with its mission; and

**WHEREAS**, WCCTAC has evaluated the components of the 2019 STMP and finds that the establishment, imposition, collection, transfer and use of development fees for the purposes and Projects described herein are necessary to mitigate traffic impacts caused by new development and authorized by all applicable legal authorities;

**NOW, THEREFORE**, in consideration of the foregoing, the Parties hereby agree as follows:

**A. PURPOSE**

The purpose of this Agreement is to formalize the institutional arrangements for the collection, oversight, and expenditure of the 2019 STMP fees and the close out of the 2006 STMP program.

**B. LIST OF PROJECTS**

Fees from the 2019 STMP are proposed to partially fund the Projects identified in this Paragraph B, as more particularly described in the 2019 Nexus Update of the Subregional Transportation Mitigation Program (STMP) Impact Fee report. Each Project shall have one or more designated project sponsors (each a “**Project Sponsor**”). A Project Sponsor may be an AGENCY, WCCTAC or another governmental agency. WCCTAC will enter into a funding agreement with each Project Sponsor as part of funding of each Project, and such funding agreement shall set forth the duties and responsibilities of the Project Sponsor. The Project Sponsor(s) for each Project are listed in parenthesis below after the description of each Project.

1. **San Pablo Avenue Complete Streets Projects** – Transit, bicycle, and pedestrian improvements along several segments of San Pablo Avenue. (*WCCTAC Cities/Contra Costa County*);
2. **Appian Way Complete Streets Project** – Pedestrian, bicycle, and transit access improvements along Appian Way in El Sobrante and in City of Pinole. (*Contra Costa County; City of Pinole*);

3. **San Pablo Dam Road Improvements** – Multimodal access improvements along San Pablo Dam Road through downtown El Sobrante. (*Contra Costa County*);
4. **Bay Trail Gap Closure** – Improve transit access by closing three key Bay Trail gaps: along Goodrick Avenue in Richmond, between Bayfront Park and Pinole Creek in Pinole, and between Atlas Road and Cypress Avenue in unincorporated Contra Costa County. (*East Bay Regional Park District, Contra Costa County, Cities of Richmond and Pinole*);
5. **Ohlone Greenway Improvements** – Crossing, wayfinding, signing, lighting, safety, access and landscaping improvements along Ohlone Greenway. (*City of El Cerrito*);
6. **I-580/Harbor Way Interchange Improvements** – Improve pedestrian and bicycle access across interchange, to serve movements between waterfront/ferry terminal and central Richmond. (*City of Richmond*);
7. **I-580/Marina Bay Parkway Interchange Improvements** – Improve pedestrian and bicycle access across interchange, to serve movements between waterfront and downtown Richmond. (*City of Richmond*);
8. **Richmond Ferry to Bridge Bicycle Improvements** – Improve bicycle access between Richmond Ferry Terminal and Bay Trail near Richmond-San Rafael Bridge. (*City of Richmond*);
9. **I-80 Express Bus** – Capital improvements associated with implementing -I-80 Express Bus service between Hercules and Oakland/Emeryville/Berkeley/San Francisco, with possible intermediate stops. (*WCCTAC, WestCAT and AC Transit*);
10. **Hercules Regional Intermodal Transportation Center** – Complete construction of new Capitol Corridor train stop, with associated track improvements, parking and access facilities. (*City of Hercules*);
11. **BART Extension from Richmond Station (Planning and Conceptual Engineering Phases)** – Planning, conceptual engineering and/or program level environmental clearance phases of potential BART extension to Contra Costa College/City of San Pablo. (*WCCTAC, City of San Pablo, BART*);
12. **San Pablo Avenue Transit Corridor Improvements** – Extension and improvement of bus rapid transit (BRT) and/or rapid bus service along San Pablo Avenue through West County, with stops including Richmond Parkway Transit Center and Hercules Transit Center. (*WCCTAC Cities/Contra Costa County*);

13. **23<sup>rd</sup> Street Transit Corridor Improvements** – Provision of bus rapid transit (BRT) and/or rapid bus service along 23<sup>rd</sup> Street from Richmond Ferry Terminal/UC Berkeley Richmond Field Station to Richmond BART, to Contra Costa College, and potentially to Hilltop Mall. (*Cities of Richmond and San Pablo*);
14. **West County BART Station Access and Parking Improvements** – Station modernization and capacity enhancements, parking, and access improvements at El Cerrito Plaza, El Cerrito del Norte, and Richmond BART stations, and Richmond Crossover Project to allow increased frequency along Richmond line. (*BART, WCCTAC*);
15. **Del Norte Area TOD Public Infrastructure Improvements** – Parking facilities, bicycle, pedestrian, and/or bus transit access improvements, signage, lighting, improvements to station access or station waiting areas, ADA improvements, improvements to adjacent streets, street crossings, or signals, and/or Ohlone Greenway improvements. (*BART, Cities of El Cerrito and Richmond*);
16. **San Pablo Avenue Intersection Realignment** – Intersection reconfiguration, potential signal modifications to accommodate pedestrian, bicycle, and bus rapid transit (BRT) access at intersection of San Pablo Avenue, 23<sup>rd</sup> Street, and Road 20. (*City of San Pablo*);
17. **I-80/San Pablo Dam Road Interchange Improvements, Phase 2** – Interchange reconstruction, new bridge over Wildcat Creek, and improved bicycle and pedestrian facilities. (*CCTA*);
18. **I-80/Central Avenue Interchange Improvements, Phase 2** – Increase intersection spacing to increase vehicle capacity, connect Pierce Street and San Mateo Street, convert Pierce Street access at Central Avenue to right-in/right-out and improve multimodal access. (*CCTA*);
19. **I-80/Pinole Valley Road Interchange Improvements** – Improve merge from eastbound on-ramp to I-80, widen ramp terminal intersections, and make pedestrian crossing improvements. (*CCTA, City of Pinole*); and
20. **Future Nexus Study Updates** – Two comprehensive nexus studies and fee updates over the 22-year planning horizon of the 2019 STMP Fee. (*WCCTAC*).

**C. CLOSE-OUT OF FEE COLLECTION AND EXPENDITURE FROM THE 2006 STMP**

Fees will no longer be collected for the eleven projects from the 2006 STMP as of the Effective Date. All fees collected and unspent for these projects as of the Effective Date shall be used for Projects that are the same as or substantially similar to a project from the 2006 STMP, in order to further the purposes for which the 2006 STMP was adopted.

Any fees collected and unspent from the 2006 STMP that are not able to be used in this manner, shall be refunded or used in accordance with Government Code section 66001(e)&(f).

**D. FEES**

1. Imposition of the Fees. In order to fund the 2019 STMP, AGENCIES shall consider the adoption, by ordinance or resolution, the following developer fees, to be payable at the time of issuance of building permits:

<u>LAND USE</u>	<u>FEE</u>
Single-Family Residential	\$5,439/DU*
Multi-Family Residential	\$2,679/DU
Senior Housing	\$1,469/DU
Hotel	\$3,481/Room
Retail/Service	\$6.59/SF**
Office	\$8.72/SF
Industrial	\$5.56/SF
Storage Facility	\$0.76/SF
Other	\$7,350 per AM peak hour trip

\*DU = Dwelling Unit

\*\*SF = Square Foot

AGENCY is responsible for determining the appropriate land use category and fee amount to apply to specific development projects being considered by their jurisdiction. AGENCY will refer to the STMP Administrative Guidelines for guidance on how to apply these land use categories to development projects.

2. Administrative Fee.

In addition to the STMP fee imposed by section D.1 above, each AGENCY may impose an administrative fee payable to the AGENCY at the time of issuance of a building permit. The administrative fee shall be no greater than the cost incurred by the AGENCY to adopt the ordinance or resolution establishing the 2019 STMP and to collect, report, and transmit appropriate reports and funds to WCCTAC. Any administrative fee applied by AGENCY shall be kept separate from the STMP funds.

3. Tribal Gaming Facility Developments.

The Parties agree that a tribal gaming facility's subregional traffic impacts should be mitigated and that WCCTAC shall be included in any evaluation and determination of such impacts and their mitigation. Monies to pay for mitigation of such subregional impacts may be governed by a tribal-state compact or a tribal-local agency agreement. The collection of any such monies shall be subject to

applicable state and federal law, including but not limited to the Indian Gaming and Regulatory Act, 25 U.S.C. §§ 2701-2721.

4. Transfer of the Fees.

No more than thirty (30) days following the close of each calendar quarter ending after the Effective Date, all STMP fee revenue collected by an AGENCY, and any interest accrued on such revenue, not including any AGENCY administrative fee pursuant to Section D.2, will be transferred by the AGENCY to WCCTAC with a brief Quarterly Report that identifies each development project subject to STMP, and the revenue collected for the development during the reporting period. WCCTAC shall deposit the funds into a separate interest-bearing capital facilities account for the STMP revenues to be used solely for the purposes described herein, and in the fee resolutions or ordinances adopted by the AGENCIES pursuant to this Agreement. The revenues, including any accrued interest from the account, will be disbursed and expended only for the twenty projects identified in Section B above.

5. Reports.

Pursuant to Government Code section 66006(b)(1), within 150 days after the end of each fiscal year, WCCTAC, in cooperation with the Project Sponsors, shall make available to the public and to AGENCIES a status report on the progress attained and costs incurred to date on each Project in the 2019 STMP, including but not limited to:

- i. A brief description of the type of fee in the account or fund.
- ii. The amount of the fee.
- iii. The beginning and ending balance of the account or fund.
- iv. The amount of the fees collected and the interest earned.
- v. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- vi. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001 of the Government Code, and the public improvement remains incomplete.
- vii. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned

fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.

- viii. The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

6. Report Reviews.

Pursuant to Government Code section 66006(b)(2), the WCCTAC Board shall review the information contained in the report referenced in Section D.5 of this Agreement at the next regularly-scheduled public meeting not less than fifteen (15) days after this information is made available to the public. Thereafter, such report and any comments or amendments made by the WCCTAC Board, shall be forward to the AGENCIES.

7. Periodic Findings.

After the fifth fiscal year following the first deposit of 2019 STMP revenues and every five (5) years thereafter, WCCTAC shall make all findings required by Government Code section 66001(d). Such findings shall be made in connection with the release of public information required by Government Code section 66006(b) and Section D.6 of this Agreement.

8. Annual Fee Adjustments.

A provision shall be included in the fee resolutions or ordinances adopted by AGENCIES pursuant to this Agreement, requiring automatic annual fee increases or decreases, effective July 1 of each year after 2019, based on the annual percentage change in the Engineering News-Record Construction Cost Index for the San Francisco Bay Area for the 12-month period ending with the February index of the same calendar year. WCCTAC will calculate the annual percentage increase in the STMP fee and notify all AGENCIES of this change. Each AGENCY shall be responsible for implementing this annual change in the STMP Fee.

9. Exemptions and Waivers.

No exemptions for any development subject to the 2019 STMP Fee shall be allowed without pre-approval of WCCTAC except as described in the STMP Administrative Guidelines. Developments may be exempted from the 2019 STMP and the development fees pursuant thereto to the extent allowed by law, and any such exemption shall be reported to WCCTAC.

10. Credits and Reimbursements.

An applicant may receive credit against fees for the dedication of land for right-of-way and/or construction of improvements for specific 2019 STMP projects,

where such right-of-way or construction is beyond that which would otherwise be required for approval of the proposed development. The calculation of the amount of credit against fees for 2019 STMP dedications or improvements shall be based upon a determination by AGENCY that such credits are, in fact, exclusive of the dedications, setbacks, improvements, and/or traffic mitigation measures which are required by local ordinance, standards, or other practice. In addition, the credit shall be calculated based upon the actual cost of construction of improvements or, in the case of land dedication, on an independent appraisal approved by the AGENCY. AGENCY must report any credit to WCCTAC prior to awarding the credit.

An applicant may receive reimbursement from STMP fees paid by other development projects to the extent that the amount of the credit is greater than the STMP fee obligation of the development project. The award of any reimbursement by AGENCY must be preapproved by the WCCTAC Board; in making that decision, the Board will take into consideration criteria and metrics related to funding availability and project prioritization that they use in making other STMP funding decisions.

11. Appeals.

Should an applicant or AGENCY seek an appeal of the fee due, the appeal shall be made in writing to WCCTAC with supporting documentation. The WCCTAC Board shall consider the appeal at a regularly scheduled meeting, and shall make a decision on the appeal. The decision of the WCCTAC Board is final.

12. Verification.

In addition to the quarterly reporting form submitted by the local jurisdictions, WCCTAC in conjunction with the AGENCIES may undertake steps to verify AGENCIES compliance with the 2019 STMP Program. This may include periodic reports to the WCCTAC Board and City/County Managers about compliance with reporting requirements, and/or requesting information on building permits issued to compare with the information contained in the quarterly reporting form.

13. STMP Administrative Guidelines

WCCTAC has adopted administrative guidelines to assist WCCTAC and Agency staff with implementation of the STMP Fee, and provide additional detail not included in this Agreement. The STMP Administrative Guidelines are attached hereto as Exhibit B, and incorporated herein. The Parties understand and agree that the STMP Administrative Guidelines may be changed from time to time in the sole discretion of the WCCTAC Executive Director, as long as such changes do not conflict with this Agreement or applicable law. Prior to adopting any changes to the STMP Administrative Guidelines, the Executive Director shall submit the proposed changes to the WCCTAC Technical Advisory Committee for

review. Upon a change in the STMP Administrative Guidelines, WCCTAC will provide copies of the revised STMP Administrative Guidelines to all Agencies.

**E. FUNDING ~~COMMITMENTS~~ AND ELIGIBLE COSTS**

1. Use of Fees.

Fee revenues shall be available for Project costs through completion of construction. Costs include, but are not limited to, environmental clearance, conceptual planning and engineering, traffic studies, design, right-of-way acquisition, utility relocation, and costs of construction. Funding amounts are in 2018 dollars and actual funding commitments will depend upon the 2019 STMP fee revenues collected by the AGENCIES. Eligible Project costs will be determined by WCCTAC consistent with applicable law, in WCCTAC’s sole discretion. Project costs will be reimbursed pursuant to procedures determined by WCCTAC.

2. STMP Projects and ~~Funding~~Nexus Amounts.

2- The table below shows the maximum potential nexus amount for each project, as determined in the 2019 Nexus Update of the STMP Impact Fee report. The fees shown in Section D.1. of this Agreement are lower than the maximum potential STMP fees determined in the 2019 Nexus Update; therefore, the actual amount of future STMP funding that may be awarded to each project is likely to be less than the maximum potential amount.

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ID	Project Name	Maximum Potential STMP Amount	Possible STMP Amount Based on Fees in Section D.1.
1	San Pablo Avenue Complete Streets Projects	\$9,672,000	\$7,254,000
2	Appian Way Complete Streets Project	\$4,429,000	\$3,322,000
3	San Pablo Dam Road Improvements in El Sobrante	\$1,980,000	\$1,485,000
4	Bay Trail Gap Closure	\$2,333,000	\$1,750,000
5	Ohlone Greenway Improvements	\$579,000	\$434,000
6	I-580/Harbour Way Interchange Pedestrian & Bicycle Access Improvements	\$156,000	\$117,000
7	I-580/Marina Bay Parkway Interchange Pedestrian & Bicycle Access Improvements	\$197,000	\$148,000
8	Richmond Ferry to Bridge Bicycle Network Improvements	\$2,450,000	\$1,837,000
9	I-80 Express Bus Service	\$20,749,000	\$15,562,000

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ID	Project Name	Maximum Potential STMP Amount	Possible STMP Amount Based on Fees in Section D.1.
10	Hercules Regional Intermodal Transportation Center	\$10,175,000	\$7,631,000
11	BART Extension from Richmond Station	\$2,793,000	\$2,095,000
12	San Pablo Avenue Transit Corridor Improvements	\$36,509,000	\$27,382,000
13	23rd Street Transit Corridor Improvements	\$23,142,000	\$17,356,000
14	West County BART Station Access, Parking & Capacity Improvements	\$16,896,000	\$12,672,000
15	Del Norte Area TOD Public Infrastructure Improvements	\$7,175,000	\$5,381,000
16	San Pablo Avenue Intersection Realignment at 23rd Street and Road 20	\$1,814,000	\$1,360,000
17	I-80/San Pablo Dam Road Interchange Improvements (Phase 2)	\$16,110,000	\$12,082,000
18	I-80/Central Avenue Interchange Improvements (Phase 2)	\$2,588,000	\$1,941,000
19	I-80/Pinole Valley Road Interchange Improvements	\$1,534,000	\$1,150,000
20	Future Nexus Study Updates	\$500,000	\$375,000
<b>Totals</b>		<b>\$161,781,000</b>	<b>\$121,334,000</b>

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Note: The fees shown in Section D.1. have been set at 75% of the maximum potential STMP fee determined in the 2019 Nexus Update report. Therefore, the values shown in this table as the Possible STMP Amount Based on Fees in Section D.1. are 75% of the Maximum Potential STMP Amount.

**F. PROJECT IMPLEMENTATION**

WCCTAC and AGENCIES will work to promote steady progress on all Projects, to the extent that funding and Project readiness permit.

**G. ADMINISTRATIVE OVERSIGHT AND COST RECOVERY**

1. The following parties shall be entitled to recover the following costs and expenses:
  - i. WCCTAC. WCCTAC is entitled to recovery of reasonable administrative costs and expenses actually incurred, not to exceed 4% of the STMP fees collected under this Agreement to provide the 2019 STMP services relating to or incurred in the performance of the following duties: coordination, administration and oversight of Project expenditures; determination of the priority of fee disbursements; provision of general management of the Projects; provision of financial and accounting

services, including but not limited to serving as the repository of the STMP fee revenues and other funds collected under this Agreement and preparation of quarterly reports with the amount of fee revenues collected and the distribution of fees to the Projects.

- ii. AGENCIES. In addition to the STMP fee imposed by section D.1 above, each AGENCY may impose an administrative fee payable to the AGENCY at the time of issuance of a building permit as set forth in Section D.2. The administrative fee shall be no greater than the cost incurred by the AGENCY to adopt the ordinance or resolution establishing the 2019 STMP and cost to collect, report, and transmit appropriate reports and funds to WCCTAC. f

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**H. TERM**

The term of this Agreement shall commence on July 1, 2019, (the “Effective Date”) and shall terminate on December 31, 2040, unless terminated earlier in accordance with the terms of this Agreement.

**I. TERMINATION**

This Agreement will remain in effect until the termination date stated in Section H. above, unless terminated earlier by written agreement of the Parties. However, in no event shall the Parties to this Agreement terminate this Agreement if such a termination would conflict with, cause a default under or otherwise violate the terms or conditions of any revenue bonds.

**J. INDEMNIFICATION**

- 1. WCCTAC shall defend, indemnify, save and hold harmless the Cities of El Cerrito, Hercules, Pinole, Richmond and San Pablo; and the County of Contra Costa and their officers, agents and employees from any and all claims, costs and liability arising out of or in connection with an act or failure to act under this Agreement, or breach of any term of this Agreement, by WCCTAC, except to the extent such claims, costs or liability arise from the negligence of El Cerrito, Hercules, Pinole, Richmond, San Pablo, Contra Costa County or their officers, agents or employees.
- 2. El Cerrito shall defend, indemnify, save and hold harmless WCCTAC; the cities of Hercules, Pinole, Richmond and San Pablo; and the County of Contra Costa; and their officers, agents and employees from any and all claims, costs and liability arising out of or in connection with any act or failure to act under this Agreement, or breach of any term of this Agreement, by El Cerrito, except to the extent such claims, costs or liability arise from the negligence of WCCTAC, Hercules, Pinole, Richmond, San Pablo, Contra Costa County or their officers, agents or employees.

3. Hercules shall defend, indemnify, save and hold harmless WCCTAC; the cities of El Cerrito, Pinole, Richmond and San Pablo; and the County of Contra Costa and their officers, agents and employees from any and all claims, costs and liability arising out of or in connection with any act or failure to act under this Agreement, or breach of any term of this Agreement, by Hercules, except to the extent such claims, costs or liability arise from the negligence of WCCTAC, El Cerrito, Pinole, Richmond, San Pablo, Contra Costa County or their officers, agents or employees.
4. Pinole shall defend, indemnify, save and hold harmless WCCTAC; the cities of El Cerrito, Hercules, Richmond and San Pablo; and the County of Contra Costa and their officers, agents and employees from any and all claims, costs and liability arising out of or in connection with any act or failure to act under this Agreement, or breach of any term of this Agreement, by Pinole, except to the extent such claims, costs or liability arise from the negligence of WCCTAC, El Cerrito, Hercules, Richmond, San Pablo, Contra Costa County or their officers, agents or employees.
5. Richmond shall defend, indemnify, save and hold harmless WCCTAC; the cities of El Cerrito, Hercules, Pinole and San Pablo; and the County of Contra Costa and their officers, agents and employees from any and all claims, costs and liability arising out of or in connection with any act or failure to act under this Agreement, or breach of any term of this Agreement, by Richmond, except to the extent such claims, costs or liability arise from the negligence of WCCTAC, El Cerrito, Hercules, Pinole, San Pablo, Contra Costa County or their officers, agents or employees.
6. San Pablo shall defend, indemnify, save and hold harmless WCCTAC; the cities of El Cerrito, Hercules, Pinole and Richmond; and the County of Contra Costa and their officers, agents and employees from any and all claims, costs and liability arising out of or in connection with any act or failure to act under this Agreement, or breach of any term of this Agreement, by San Pablo, except to the extent such claims, costs or liability arise from the negligence of WCCTAC, El Cerrito, Hercules, Pinole, Richmond, Contra Costa County or their officers, agents or employees.
7. Contra Costa County shall defend, indemnify, save and hold harmless WCCTAC; the cities of El Cerrito, Hercules, Pinole, Richmond, and San Pablo and their officers, agents or employees from any and all claims costs and liability arising out of or in connection with any act or failure to act under this Agreement, or breach of any term of this Agreement, by Contra Costa County, except to the extent such claims, costs or liability arise from the negligence of WCCTAC, El Cerrito, Hercules, Pinole, Richmond, San Pablo, or their officers, agents or employees.

**K. PRIMACY OF THE DOCUMENTS**

If a dispute arises, the terms of this Agreement shall take precedence over the WCCTAC Joint Exercise of Powers Agreement (“JEPA”) and /or the model Ordinance Establishing the 2019 West Contra Costa Subregional Transportation Mitigation Program (“Ordinance”).

**L. ALTERNATIVE DISPUTE RESOLUTION**

1. In General. This Paragraph L. establishes the exclusive process by which disputes between or among the Parties to this Agreement concerning or relating to this Agreement shall be resolved. The dispute resolution process established herein shall apply to disputes related to the interpretation or enforcement of, or compliance with, the terms and provisions of this Agreement. Disputes that are not alleged to relate to the interpretation of, or compliance with, this Agreement are not subject to this dispute resolution process.
2. Informal Conferral. If a dispute arises as described above in Paragraph L.1., the parties to the dispute (the “Disputing Parties”) will first attempt to resolve it through informal discussions, which may include designated representatives of the staff of WCCTAC and AGENCIES, at their discretion. Disputing Parties will advise the other Parties of the existence of a dispute and coordinate the date, time and location of informal conferral. If that Informal Conferral is not successful, then the Executive Director, City Managers and County Administrator shall meet to attempt a resolution.
3. Mediation. In the event a dispute cannot be resolved through informal conferral within twenty-one (21) calendar days, the aggrieved Disputing Party, acting through its governing body, shall give written notice to all other Parties to this Agreement, setting forth the nature of and basis for the dispute and facts demonstrating that such Disputing Party is materially and adversely affected thereby. The Disputing Parties, acting through their designated representatives, including counsel, shall endeavor to settle the dispute by mediation. The Disputing Parties shall select a neutral third party with expertise in land use matters to mediate the dispute. The other Parties may, but are not required to, participate in the mediation.
4. Judicial Review. The dispute resolution process described above shall be undertaken in good faith and exhausted prior to resorting to judicial review; provided, however, that by agreeing to this dispute resolution process, no Party hereby loses or waives its right to sue under any applicable statute of limitations or loses or waives its right to assert the operation of any applicable statute of limitations as an affirmative defense. In the event that an applicable statute of limitations would run during the pendency of the dispute resolution process described above, the Disputing Parties shall agree in writing to toll such statute of limitations for such period as may reasonably be necessary to complete the dispute resolution process.

Commented [J7]: From Hercules – add a space here

Commented [LG8R7]: Done.

5. **Conduct of Judicial Review.** Should any Party to this Agreement ultimately seek judicial review of a dispute concerning or relating to the implementation, interpretation or enforcement of, or compliance with, the terms and provisions of this Agreement, all Parties will submit to the jurisdiction of a court of competent jurisdiction; provided, however, that the Parties shall cooperate in seeking the appointment of a neutral Judge as defined in California Code of Civil Procedure section 394 to sit in Contra Costa County Superior Court, to preside over any such dispute.
6. **Equitable Relief.** Because the amount of damages in the event of a breach of this Agreement may be difficult or impossible to determine, the obligations of the Parties to this Agreement shall be enforceable by specific performance or other equitable relief, in addition to any other available remedy.

**M. NOTICES**

Any notices which may be required under this Agreement shall be in writing, shall be effective upon receipt, and shall be given by personal service, by certified or registered mail, or by U.S. mail, to the City Clerks of the cities of El Cerrito, Hercules, Pinole, Richmond, and San Pablo; and to the Board Clerk for the County of Contra Costa, and to the individuals and addresses set forth below, or to such other addresses which may be specified in writing to the Parties.

**To WCCTAC:**  
 6333 Potrero Ave., Suite 100  
 El Cerrito, CA 94530  
 Attn: Executive Director

**To City of El Cerrito:**  
 10890 San Pablo Avenue  
 El Cerrito, CA 94530  
 Attn: City Clerk

**To City of Hercules:**  
 111 Civic Drive  
 Hercules, CA 94574  
 Attn: City Clerk

**To City of Pinole:**  
 2131 Pear Street  
 Pinole, CA 94564  
 Attn: City Clerk

**To City of Richmond:**  
 1401 Marina Way South  
 Richmond, CA 94804  
 Attn: City Clerk

**To City of San Pablo:**  
 13831 San Pablo Avenue  
 San Pablo, CA 94806  
 Attn: City Clerk

**To County of Contra Costa:**  
 651 Pine Street, 1<sup>st</sup> Floor  
 Martinez, CA 94553  
 Attn: Clerk of the Board of Supervisors

**N. ADDITIONAL ACTS AND DOCUMENTS**

Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent, and purpose of the Agreement.

**O. INTEGRATION**

Except with respect to matters provided for in the JEPA and/or the Ordinance and subject to the primacy of this Agreement as provided in Paragraph K hereto, this Agreement represents the entire Agreement of the parties with respect to the subject matter hereof. No representation, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

**P. AMENDMENT**

This Agreement may not be changed, modified, or rescinded except in a written instrument signed by all of the Parties. Any attempt at oral modification of this Agreement shall be void and of no effect.

**Q. INDEPENDENT AGENCIES**

The Parties are and at all times shall be considered entirely independent parties. The Parties will each act in an independent capacity and not as officers, employees or agents of the other. No Party shall have the right to control the other, except as expressly referenced in this Agreement. Nothing in this Agreement establishes, constitutes or shall be construed to establish or constitute a partnership, agency or employment relationship between the Parties.

**R. ASSIGNMENT**

The Agreement, and the rights, duties, and obligations of a Party hereunder, may not be assigned, transferred, hypothecated, or pledged by any Party without the express written consent of the other parties.

**S. BINDING ON SUCCESSORS, ETC.**

The Agreement shall be binding upon the successor(s), assignee(s), or transferee(s) of the AGENCIES, or WCCTAC as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate, or pledge this Agreement other than as provided above.

**T. SEVERABILITY**

Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of any Party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

**U. HEADINGS; RECITALS**

The headings of sections, paragraphs and subparagraphs of this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction. The recitals are intended to be, and shall be deemed to constitute, part of this Agreement.

**V. COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed and attested by their respective officers, duly authorized so to act, as of the date set forth in the first paragraph of this Agreement.

**City of Pinole**

**City of San Pablo**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Pinole City Clerk

\_\_\_\_\_  
San Pablo City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Pinole City Attorney

\_\_\_\_\_  
San Pablo City Attorney

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**County of Contra Costa**

**West Contra Costa Transportation  
Advisory Committee**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Chair

ATTEST: David Twa, Clerk of the Board of  
Supervisors and County Administrator

ATTEST:

\_\_\_\_\_  
Deputy

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:  
Sharon Anderson

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
WCCTAC Legal Counsel

**City of Hercules**

**City of El Cerrito**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Hercules City Clerk

\_\_\_\_\_  
El Cerrito ~~Secretary~~ City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Hercules City Attorney

\_\_\_\_\_  
El Cerrito City Attorney

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**City of Richmond**

\_\_\_\_\_  
Mayor  
ATTEST:

\_\_\_\_\_  
Richmond City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Richmond City Attorney

3134047.1

Exhibit A: 2019 Nexus Update of the Subregional Transportation Mitigation Program (STMP) Impact Fee (December 2018), accepted by WCCTAC Board on December 14, 2018.

Exhibit B: 2019 STMP Fee Administrative Guidelines

Commented [J9]: From Hercules – add an “s” here

Commented [LG10R9]: Done

DRAFT

\*\*\* MODEL ORDINANCE \*\*\*

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE [CITY OF \_\_\_\_\_ /COUNTY OF CONTRA COSTA]

RESCINDING ORDINANCE \_\_\_\_\_; DATED \_\_\_\_\_ AND UPDATING THE WEST CONTRA COSTA SUBREGIONAL TRANSPORTATION MITIGATION PROGRAM (STMP)

SECTION \_\_\_\_\_ OF THE [CITY/COUNTY] MUNICIPAL CODE IS ADDED TO READ AS FOLLOWS AND ALL OTHER SECTIONS AND PROVISIONS OF THE [CITY/COUNTY] MUNICIPAL CODE SHALL REMAIN IN FULL FORCE AND EFFECT:

**WHEREAS**, Measure C, the Contra Costa County half-cent sales tax measure adopted in 1988 for transportation projects and programs, requires the Contra Costa Transportation Authority (CCTA or Authority) to:

- Develop a program of regional traffic mitigation fees, assessments, or other mitigations, as appropriate, to fund regional and subregional transportation projects, as determined in the Comprehensive Transportation Plan of the Authority.
- Consider such issues as jobs/housing balance, carpool and vanpool programs, and proximity to transit service in the establishment of the regional traffic mitigation program.
- Implement the development mitigation program with the participation and concurrence of local jurisdictions in determining the most feasible methods of mitigating regional traffic impacts. The Authority shall take existing regional traffic impact fees into account.

**WHEREAS**, Measure J, the successor to Measure C, was passed by the voters in Contra Costa County in November 2004, extending the half-cent sales tax through March 31, 2034 and also containing a Growth Management component with the same obligations regarding regional traffic mitigation fees as described above;

**WHEREAS**, West Contra Costa County traffic is heavily impacted by a combination of traffic generated by residents and employees of West County, as well as through traffic from other regions in Contra Costa County and other counties; and West Contra Costa County provides congestion relief through a regional traffic mitigation fee collected and expended to mitigate traffic on regional routes through capacity improvements on those routes, improved transit

Page 1 of 10

services for subregional and regional travel, and improved facilities that allow West County residents to more efficiently access regional routes and transit services;

**WHEREAS**, the West Contra Costa Transportation Advisory Committee (WCCTAC) is comprised of elected officials from the cities of El Cerrito, Hercules, Pinole, Richmond, and San Pablo and the agencies AC Transit, BART, WestCAT and Contra Costa County, is governed by a Joint Exercise of Powers Agreement (JPA) and has been in existence since 1990;

**WHEREAS**, WCCTAC is empowered to coordinate and administer fee revenues for regional transportation improvements and has been doing so since the West County Subregional Transportation Mitigation Program (STMP) fee was originally adopted in 1997 and updated in 2006;

**WHEREAS**, through the aegis of WCCTAC, the West County jurisdictions and Contra Costa County have reached consensus on the 2019 STMP Update, as described in the Master Cooperative Agreement By and Among the Cities of El Cerrito, Hercules, Pinole, Richmond, and San Pablo, the County of Contra Costa and the West Contra Costa Transportation Advisory Committee for the 2019 Subregional Transportation Mitigation Fee Program (“Cooperative Agreement”), and are adopting this Ordinance to implement the collection of fees relative to the STMP in order to provide funding for regional transportation improvements necessary as part of each jurisdiction’s contribution to regional needs;

**WHEREAS**, the [City/County] desires to assure that new development in the [City/County] contributes to such needed regional improvements based on the development’s proportionate contribution to the need for new or improved regional circulation and transit improvements;

**WHEREAS**, WCCTAC’s consultant, Fehr & Peers, has prepared a nexus study report, which is provided as Exhibit A, and incorporated by reference herein, which outlines the basis for the updated STMP fee;

**WHEREAS**, the aforementioned report describes the regional transportation improvements that will be necessary in the [City/County] and the other member jurisdictions because of new development expected under the adopted general plans of member jurisdictions, estimates the full cost of building said regional capital improvements, and sets forth the fees necessary to fund such necessary and vital improvements;

**WHEREAS**, the General Plan of the [City/County] requires new developments to pay their fair share of impacts to existing public facilities and upgrading or constructing new public facilities and that the [City/County] work with other jurisdictions in order to establish and utilize regional funding mechanisms, including fees on new development, to fund regional transportation improvements. [WCCTAC General Counsel Note: Each member jurisdiction should examine their General Plans for language and provisions regarding developer fees in general and regional impact fees. Citations to such provisions should be added here. Please modify this recital as appropriate.]

**WHEREAS**, in adopting the updated transportation impact fee described herein, the [City/County] has found the fee to be consistent with its General Plan and existing ordinances.... [WCCTAC General Counsel Note: Each member jurisdiction should also

**Commented [LG1]:** San Pablo: City would need to review with Planning Division to confirm the appropriate General Plan language

**Commented [JM2R1]:** San Pablo’s counsel reiterated this comment.

examine existing ordinances and resolutions implicating housing, development and/or traffic and note their consistency with this ordinance, if appropriate.]

**WHEREAS**, Measure J also requires that all Contra Costa County jurisdictions participate in the regional transportation mitigation program, and jurisdictions that are not participating in such a program are at risk of losing their Measure J local street maintenance and improvement funds;

**WHEREAS**, adoption and approval of the STMP fee are also exempt from CEQA pursuant to Public Resources Code § 21080(b)(8)(D) and 14 Cal. Code Regs. § 15273(a), since they constitute the modification, restructuring or approval of a fee or charge needed to obtain funds for capital projects that are necessary only to maintain service within existing service areas within the [City/County], pursuant to the findings set forth herein.

**NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS:**

**SECTION I – TITLE**

The title of this Chapter of the [City/County's \_\_\_\_\_ Code] is the **West County Subregional Transportation Mitigation Program 2019 Update**.

**SECTION II – PURPOSE**

The purpose of the STMP Update and the STMP fee set forth in this Ordinance is to meet the intent of Measure J by levying a fee on new development to mitigate the regional impacts of new trips generated by that development. Further, the purpose of the STMP fee set forth in this Ordinance is to raise funds for regional transportation projects in West County.

**SECTION III – FINDINGS**

- A. The STMP fee is required to defray all or a portion of the costs of building transportation capital improvement projects needed to mitigate impacts of new development projects.
- B. The STMP fee will raise funds for twenty projects, in the general categories of freeway and interchange improvements, local street and intersection improvements, transit and station-related improvements, bicycle and pedestrian-focused improvements, and complete streets projects. A detailed description of the projects can be found in Section V.
- C. The total cost of the twenty projects is approximately \$855 million in 2018 dollars. The nexus study report determined the amount of eligible funding that could be collected through the STMP program at \$161.8 million.
- D. The nexus findings, in conformance with Government Code § 66000 et seq. can be found in the “2019 Nexus Update of the Subregional Transportation Mitigation Program (STMP) Impact Fee” (herein after referred to as the 2019 STMP Nexus Update) prepared by Fehr & Peers for WCCTAC dated December 2018. Two copies of the 2019 STMP Nexus Update are on file with the (City Clerk/Clerk of the Board) and is incorporated

herein by reference (and also provided as Exhibit A).

- E. The 2019 STMP Nexus Update included the following steps:
- Projecting the amount of new development anticipated in West County;
  - Setting criteria for identifying eligible capital improvement projects;
  - Specifying the transportation improvements needed to accommodate growth;
  - Evaluating the relationship between the improvements, the share of funding from new development, and the impacts of new trip generation;
  - Allocating the costs across land use types; and;
  - Preparing fee schedules and implementation documents.

F. After considering the 2019 STMP Nexus Update, the testimony received at a noticed public hearing, the agenda statements, the General Plan, and all correspondence received (together, the “Record”), the [City Council/Board of Supervisors] approves and adopts the 2019 STMP Nexus Update and incorporates such report herein.

G. Adoption of the STMP fee set forth in this Ordinance, as it relates to development within the [City/County], is intended to obtain funds for capital projects necessary to maintain service within the WCCTAC area. Accordingly, this fee, as it relates to development within the [City/County], is not a “project” within the meaning of the California Environmental Quality Act. (Pub. Res. Code § 21080(b)(8)(D)).

- H. The Record ~~establishes and finds~~:
- That there is a reasonable relationship between the use of the STMP fee set forth in this Ordinance (funding for transportation capital infrastructure projects) and the type of development projects on which this fee is imposed in that all development in the [City/County]—both residential and non-residential—will contribute to the need for the projects listed in Section V of this Ordinance; and
  - That there is a reasonable relationship between the need for the projects listed in Section V of this Ordinance and the type of development projects on which this fee is imposed in that new development in the [City/County]—both residential and non-residential—will generate persons who live, work, shop, travel to and from, commute to and from, and visit the [City/County] and who, therefore, contribute to the need for the projects listed in Section V of this Ordinance; and
  - That there is a reasonable relationship between the amount of the fee set forth in this Ordinance and the cost of the projects listed in Section V of this Ordinance or portion of such projects attributable to the development on which this fee is imposed in that such fee is calculated based on projections ~~describetermined~~ in the 2019 STMP Nexus Update of new development, the total cost of the projects listed in Section V, and allocation of a fair share of costs to new development across the various land use types.

**Commented [LG3]:** San Pablo: Assuming that Section III-Findings is going to be codified into the Municipal Code (as previously occurred), our CAO does not think that the 2019 Update gets “attached” to the actual Municipal Code, as suggested by Section III.D.

Our preference is to attach it to the Ordinance by a reference in the recitals (“WHEREAS”) but not attach it to the language that gets codified into the Municipal Code.

**Commented [AM4R3]:** If jurisdictions don’t want to include it as an exhibit that is fine and they can delete that reference.

**Commented [JM5R3]:** San Pablo’s counsel reiterated the preference above not to codify the nexus report in the Municipal Code, and the El Cerrito counsel concurred with that.

**Commented [JM6]:** El Cerrito wants to remove the words “and finds”.

**Commented [LG7R6]:** Legal please advise if it matters whether or not the word “finds” is included? FYI: The word was previous added at the request of Hercules staff.

**Commented [LG8R6]:** “and finds” removed.

**Commented [AM9]:** I agree that it makes more sense to eliminate “finds”, but it doesn’t make a material difference either way.

**Commented [JM10]:** El Cerrito would prefer the word “described”.

**Commented [AM11R10]:** That change is fine

**Commented [LG12R10]:** Legal please advise if there’s any issue changing to the word “described”

**Commented [LG13R10]:** Changed to “described”

SECTION IV – FEES

A. Levy of the Fee and Fee Structure. In order to fund the program and projects stated herein, ~~it is agreed~~ that the following updated STMP fee schedule shall be implemented July 1, 2019 and shall terminate on March 31, 2040. The following fees, to be updated annually for inflation pursuant to Section IV(J), are payable to the [City/County] at the time of issuance of a building permit.

LAND USE TYPE	FEE
Single Family Residential	\$5,439/DU*
Multi-Family Residential	\$2,679/DU
Senior Housing	\$1,469/DU
Hotel	\$3,481/Room
Retail/Service	\$6.59/SF**
Office	\$8.72/SF
Industrial	\$5.56/SF
Storage Facility	\$0.76/SF
Other	\$7,350 per AM peak hour trip

\*DU = Dwelling Unit  
 \*\*Sq. Ft. = Square Foot

[City/County] is responsible for determining the appropriate land use category and fee amount to apply to specific development projects being considered by their jurisdiction. AGENCY will refer to the STMP Administrative Guidelines for guidance on how to apply these land use categories to development projects.

- B. [This section is optional] In addition to the STMP fee imposed by section IV.A above, each applicant shall pay the [City/County] an administrative fee of \_\_\_\_\_, payable to the [City/County] at the time of issuance of a building permit. The administrative fee shall be no greater than the cost incurred by the [City/County] to adopt and administer this Ordinance, and to collect, report, and transmit appropriate reports and funds to WCCTAC. The administrative fee will be kept separate from the STMP funds.
- C. No development shall be exempt from the fee, except if application of the fee to the development would be unlawful under and/or conflict with federal, state, or local law and/or regulation. In addition, accessory dwelling units within the footprint of an existing dwelling unit's habitable space are not required to pay the STMP Fee.
- D. A project that reconstructs or re-uses an existing structure or development that has been occupied within the previous three years is subject to the fee only to the extent that it would generate more A.M. peak hour vehicle trips than the existing development.
- E. Fees for uses not identified in Section IV.A. shall be determined by the [City/County] using the "Other" land use type and according to methodology provided by WCCTAC in the STMP Master Cooperative Agreement and the STMP Administrative Guidelines. The STMP Administrative Guidelines are incorporated into the STMP Master Cooperative Agreement and provided for reference as Exhibit B, and may be changed from time to time by the WCCTAC Executive Director. The current version of the STMP

**Commented [JM14]:** El Cerrito would like to remove the word "agreed" and restructure the sentence. I would suggest simply removing the words "it is agreed that" and leaving the rest of the sentence as is.

**Commented [AM15R14]:** It is fine to remove the words "it is agreed" and keep the rest of the sentence

**Commented [LG16R14]:** Legal please advise.

**Commented [LG17R14]:** "it is agreed" has been removed.

Administrative Guidelines is available from WCCTAC or the [City/County] clerk.

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- F. An applicant may receive credit against fees for the dedication of land for right-of-way and/or construction of improvements for 2019 STMP projects listed in Section V, where such right-of-way or construction is beyond that which would otherwise be required for approval of the proposed development. The calculation of the amount of credit against fees for 2019 STMP dedications or improvements shall be based upon a determination by the [City/County] that such credits are in fact exclusive of the dedications, setbacks, improvements, and/or traffic mitigation measures which are required by local ordinance, standards, or other practice. In addition, the credit shall be calculated based upon the actual cost of construction of improvements or, in the case of land dedication, on an independent appraisal approved by the local jurisdiction. An applicant may receive reimbursement from STMP fees paid by other development projects to the extent that the amount of the credit is greater than the STMP fee obligation of the development project. The award of any credit or reimbursement by the [City/County] must be preapproved by the WCCTAC Board; in making that decision, the Board will take into consideration criteria and metrics related to funding availability and project prioritization that they use in making other STMP funding decisions.
- G. The fees specified herein shall be made a condition of approval of all tentative and final subdivision maps. The fees shall be collected at the time of the issuance of any building permit.
- H. The STMP fees specified above shall be collected for projects in the entire [City/unincorporated West County area].
- I. Fees paid pursuant to this Ordinance shall be deposited in a separate segregated interest-bearing account, and together with any interest accumulated on amounts on deposit, shall be remitted on a quarterly basis along with the required Quarterly Report to WCCTAC or its designee, to be placed in a fund to be used solely for the purposes described in this Ordinance and in the Master Cooperative Agreement. Any interest accumulated on such funds shall also be used only for the purposes specified in this Ordinance.
- J. The fees will be used for, but are not limited to, the administration of the STMP, planning, environmental documentation, design, acquisition of right-of-way, and construction of the projects.
- K. Effective July 1, 2020 and on each subsequent anniversary date of such date, the amount of each of the developer fees, set forth in Section IV.A. above, shall increase or decrease by the annual percentage change in the Engineering News Record Construction Cost Index for the San Francisco Bay Area for the for the twelve month period ending with the February index of the same calendar year. The percentage change will be calculated by WCCTAC, which will notify all signatories to the Cooperative Agreement of the change.
- L. Pursuant to Government Code section 66001(d), after the fifth fiscal year following the first deposit of 2019 STMP revenues and every five (5) years thereafter, WCCTAC shall make all required findings with respect to that portion of the fee account or fund

remaining unexpended, whether committed or uncommitted. Such findings shall be made in connection with the release of public information required by Government Code section 66006(b).

- M. Pursuant to Government Code Section 66006, as specified, WCCTAC shall submit a public report to the WCCTAC Board on an annual basis, identifying the amount of fee revenues collected and other statutorily required information, which will also be shared with Agencies' City Managers/County Administrator.
- N. An applicant may appeal the determination of the amount of the STMP fee due, and such appeal shall be made in writing to WCCTAC with supporting documentation. The WCCTAC Board shall consider the appeal at a regularly scheduled meeting, and shall make a decision on the appeal. The decision of the WCCTAC Board is final.

**SECTION V – PROJECT DESCRIPTIONS, FUNDING COMMITMENTS, AND ELIGIBLE COSTS, AND IMPLEMENTATION SCHEDULE**

- A. List of Projects. The 2019 STMP Nexus Study fees provided for in this ordinance shall be used exclusively for the following summary of projects (note that more detailed project descriptions can be found in the 2019 STMP Nexus Study report):
  1. **San Pablo Avenue Complete Streets Projects** – Transit, bicycle, and pedestrian improvements along several segments of San Pablo Avenue.
  2. **Appian Way Complete Streets Project** – Pedestrian, bicycle, and transit access improvements along Appian Way in El Sobrante and in City of Pinole.
  3. **San Pablo Dam Road Improvements** – Multimodal access improvements along San Pablo Dam Road through downtown El Sobrante.
  4. **Bay Trail Gap Closure** – Improve transit access by closing three key Bay Trail gaps: along Goodrick Avenue in Richmond, between Bayfront Park and Pinole Creek in Pinole, and between Atlas Road and Cypress Avenue in unincorporated Contra Costa County.
  5. **Ohlone Greenway Improvements** – Crossing, wayfinding, signing, lighting, safety, access and landscaping improvements along Ohlone Greenway.
  6. **I-580/Harbor Way Interchange Improvements** – Improve pedestrian and bicycle access across interchange, to serve movements between waterfront/ferry terminal and central Richmond.
  7. **I-580/Marina Bay Parkway Interchange Improvements** – Improve pedestrian and bicycle access across interchange, to serve movements between waterfront and downtown Richmond.
  8. **Richmond Ferry to Bridge Bicycle Improvements** – Improve bicycle access between Richmond Ferry Terminal and Bay Trail near Richmond-San Rafael

Bridge.

9. **I-80 Express Bus** – Capital Improvements associated with implementing I-80 Express Bus service between Hercules and Oakland/Emeryville/Berkeley/San Francisco, with possible intermediate stops.
10. **Hercules Regional Intermodal Transportation Center** – Complete construction of new Capitol Corridor train stop, with associated track improvements, parking and access facilities.
11. **BART Extension from Richmond Station (Planning and Conceptual Engineering Phases)** – Planning, conceptual engineering and/or program level environmental clearance phases of potential BART extension to Contra Costa College/City of San Pablo.
12. **San Pablo Avenue Transit Corridor Improvements** – Extension and improvement of bus rapid transit (BRT) and/or rapid bus service along San Pablo Avenue through West County, with stops including Richmond Parkway Transit Center and Hercules Transit Center.
13. **23<sup>rd</sup> Street Transit Corridor Improvements** – Provision of bus rapid transit (BRT) and/or rapid bus service along 23<sup>rd</sup> Street from Richmond Ferry Terminal/UC Berkeley Richmond Field Station to Richmond BART, to Contra Costa College, and potentially to Hilltop Mall.
14. **West County BART Station Access and Parking Improvements** – Station modernization and capacity enhancements, parking, and access improvements at El Cerrito Plaza, El Cerrito del Norte, and Richmond BART stations, and Richmond Crossover Project to allow increased frequency along Richmond line.
15. **Del Norte Area TOD Public Infrastructure Improvements** – Parking facilities, bicycle, pedestrian, and/or bus transit access improvements, signage, lighting, improvements to station access or station waiting areas, ADA improvements, improvements to adjacent streets, street crossings, or signals, and/or Ohlone Greenway improvements.
16. **San Pablo Avenue Intersection Realignment** – Intersection reconfiguration, potential signal modifications to accommodate pedestrian, bicycle, and bus rapid transit (BRT) access at intersection of San Pablo Avenue, 23<sup>rd</sup> Street, and Road 20.
17. **I-80/San Pablo Dam Road Interchange Improvements, Phase 2** – Interchange reconstruction, new bridge over Wildcat Creek, and improved bicycle and pedestrian facilities.
18. **I-80/Central Avenue Interchange Improvements, Phase 2** – Increase intersection spacing to increase vehicle capacity, connect Pierce Street and San Mateo Street, convert Pierce Street access at Central Avenue to right-in/right-

out and improve multimodal access.

19. **I-80/Pinole Valley Road Interchange Improvements** – Improve merge from eastbound on-ramp to I-80, widen ramp terminal intersections, and make pedestrian crossing improvements.

20. **Future Nexus Study Updates** – Two comprehensive nexus studies and fee updates, over the 22-year planning horizon of the 2019 STMP fee.

B. Funding Commitments and Eligible Costs. Program revenues shall be available for project costs through completion of construction. Costs include, but are not limited to, environmental clearance, conceptual engineering, traffic studies, design, right-of-way acquisition, utility relocation, and costs of construction. Actual funding commitments will depend upon STMP fee revenues collected and project priorities as determined by WCCTAC.

Administrative costs for WCCTAC shall not exceed four percent (4%) of the STMP fee revenues collected under the Master Cooperative Agreement.

C. Implementation Schedule. WCCTAC, the project sponsors and co-sponsors, shall work to promote steady progress on all of the projects, to the extent that funding and project readiness permit.

#### SECTION VI – NOTICE AND HEARINGS

This Ordinance was adopted pursuant to the procedures established by state law, and all required notices have been given, and the public hearing has been properly held and conducted.

#### SECTION VII – EFFECTIVE DATE

This Ordinance shall take effect and be enforced sixty (60) days after the date of its adoption, and prior to the expiration of fifteen (15) days from the passage thereof, the ordinance shall be published as required by law, and thereafter the same shall be in full force and effect.

#### SECTION VIII – SEVERABILITY

If any section, subsection, sentence, clause or phrase or word of this ordinance is for any reason held to be unconstitutional, unlawful or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The [City/County] hereby declares that it would have passed and adopted this ordinance and each and all provisions thereof irrespective of the fact that any one or more of said provisions be declared unconstitutional, unlawful or otherwise invalid.

First read at a regular meeting of the [City Council/Board of Supervisors] on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and passed and adopted at a regular meeting of the [City Council/Board of Supervisors] held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote:

YES:

NOES:

ABSENT:

[Mayor of the City of \_\_\_\_\_  
of the Board of Supervisors]

ATTEST:

[City Clerk/Clerk of the Board]

11/1/18

- Exhibit A: 2019 Nexus Update of the Subregional Transportation Mitigation Program (STMP) Impact Fee (December 2018), accepted by WCCTAC Board on December 14, 2018.
- Exhibit B: 2019 STMP Fee Administrative Guidelines

**WEST CONTRA COSTA  
TRANSPORTATION ADVISORY  
COMMITTEE**

**SUBREGIONAL  
TRANSPORTATION  
MITIGATION PROGRAM  
(STMP) FEE  
ADMINISTRATIVE  
GUIDELINES**

**APPROVED BY WCCTAC EXECUTIVE  
DIRECTOR \_\_\_\_\_, 2019**

**REVIEWED BY WCCTAC TAC**

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**A. INTRODUCTION**

The purpose of these Administrative Guidelines is to assist WCCTAC and Agency staff with implementation of the STMP Fee. These Guidelines provide additional detail not included in the Master Cooperative Agreement (“Coop Agreement”), and the Coop Agreement is an integral part of these Guidelines. “Agency” or “Agencies” is used in these Guidelines as the term is used in the Master Cooperative Agreement to indicate the cities and the County that are members of WCCTAC and responsible for collecting the STMP Fee and for sponsoring certain capital projects funded by the STMP Fee. The term Agencies excludes AC Transit and the Bay Area Rapid Transit District that are also members of WCCTAC because these agencies have no role in collecting the STMP Fee. Future modifications to these Guidelines will be reviewed by the WCCTAC Technical Advisory Committee (TAC) before approval by the WCCTAC Executive Director.

**B. DEVELOPMENT PROJECTS**

Agencies shall apply the STMP Fee to building permits associated with all Development Projects as defined in this section, unless exempt under Section D.9 of the Coop Agreement.

**1. New Construction**

Includes construction of new building space for either residential or non-residential use(s), including the addition of building space to existing developed property.

**2. Intensification of Use**

Includes the intensification of use of all or part of an existing building, whether vacant or not. An intensification of use occurs when a Development Project would pay a higher fee under the proposed use compared to the existing permitted use based on the current STMP Fee schedule. Accessory dwelling units added within the existing habitable living area footprint are not considered an intensification of use and no STMP Fee would be applied.

In the case of the re-use of a vacant building, the building’s current use shall be the use when the building was occupied if the vacancy had occurred within three years prior to the date of the building permit application. If the vacancy had occurred greater than three years prior to the date of the building permit application, then the STMP Fee shall be applied as if the project was New Construction. The building permit applicant bears the burden of demonstrating that the building was in use within this time period through submittal of documents acceptable to the Agency such as executed lease agreements or lease payment records.

**C. LAND USE CATEGORIES**

The Agency, as part of their typical process of reviewing a proposed Development Project, shall determine the land use categories that are applicable and shall calculate the STMP fee. This applies to both private and public Development Projects. The following sections offer guidance to the Agency as they make those determinations.

1. Residential Land Uses

- i. Single Family Residential: Dwelling units that are one single family detached unit on a parcel, or townhomes of more than 1,500 square feet per unit, and excluding Senior Housing.
- ii. Multi-Family Residential: Dwelling units that are apartments, condominiums, townhomes of less than 1,500 square feet, multiplexes, mobile homes in mobile home parks, or detached accessory units or conversion of attached non-habitable space, except Senior Housing. Accessory dwelling units within the footprint of an existing dwelling unit’s habitable space are not required to pay the STMP Fee.
- iii. Senior Housing: All age-restricted dwelling units regardless of type including senior housing or housing restricted to any other age group.

2. Non-residential Land Uses

- i. Hotel: Temporary lodging establishments including hotels, motels, resorts and bed and breakfast establishments.
- ii. Office: Office facilities where the primary use is not direct service to customers, including branch and head offices, multi-tenant buildings, and business parks.
- iii. Retail/Service: Neighborhood, community, and thoroughfare commercial districts, including retail and personal service businesses, restaurants, and medical offices.
- iv. Industrial: Light and heavy industrial uses, including manufacturing, processing, fabrication, and distribution.
- v. Storage Facility: Facilities used for the purposes of renting or leasing individual storage space.

3. Other Land Uses

- i. Other: The Other land use category is intended for Development Projects with land uses that do not fit within the standard residential or non-residential categories defined above where number of dwelling units or building square footage are the usual measures of trip generation. It is anticipated that most Development Projects will fit within the standard STMP categories, but it is understood that some Projects will contain land uses with trip generation characteristics that are not adequately captured by the standard STMP categories. Examples of such land uses could include gas stations, drive-through facilities, private schools, and theaters or other entertainment venues, among others. The Agency will determine whether a particular Development Project involves land uses that should be treated

**Commented [J1]:** El Cerrito: Categorization of townhomes needs to be consistent with the fee study or trip generation.

**Commented [LG2R1]:** Legal please advise. Are we consistent? Does anything need to change?

**Commented [AM3]:** My understanding is that ITE codes treated large townhomes differently and that was the basis of the different characterization, as reflected in the nexus study. How does the nexus study deal with townhomes?

**Commented [LG4R3]:** Awaiting response from Fehr & Peers

**Commented [J5]:** El Cerrito: Categorization of townhomes needs to be consistent with the fee study or trip generation.

**Commented [J6]:** El Cerrito: A building to be used as group home for minors would be “age-restricted” but not meet most people’s definition of “senior housing.” It might still be reasonable to have a different/lower fee for that type of use. The definition might need some adjustment, however.

**Commented [LG7R6]:** Legal: is it too late to change the category name thru-out the documents? In the Admin Guidelines, could we make the clarification that the category could include a group home for minors?

**Commented [AM8]:** If you intend for this to apply to non-senior housing also, it makes sense to change the term to “Age-restricted Housing” and make the definition “All age-restricted dwelling units regardless of type, including but not limited to senior housing.”

If you think it will confuse jurisdictions at this point to make the change, I would just expand the definition to say “All age-restricted dwelling units regardless of type, including senior housing or housing restricted to any other age group “

**Commented [LG9R8]:** Definition modified.

within the Other category; conferral with WCCTAC staff is highly recommended if there are questions or discussion items. Application of the Other category will require the estimation of the number of AM peak hour trips that will be generated by the proposed land use.

**D. FEE CALCULATION**

1. New Construction

$$\text{STMP Fee} = \frac{\text{STMP Fee per Dwelling Unit or per Square Foot Based on Applicable Land Use Category}}{\text{New Dwelling Units or New Square Feet}} \times \text{New Dwelling Units or New Square Feet}$$

For Development Projects with multiple land use categories, the STMP Fee equals the sum of STMP Fees applied to each land use category.

2. Intensification of Use

First calculate the STMP Fee for the proposed new use, using the formula provided in the section above on New Construction. Then calculate what the STMP Fee would be for the existing permitted use (that is, the existing square footage multiplied by the STMP Fee per square foot for the existing permitted land use category). Subtract the existing permitted use fee from the proposed new use fee. If the difference is greater than zero, that difference represents the STMP Fee due as a result of the intensification of use. If the difference is less than zero, then no STMP Fee is due, nor will there be any STMP Fee refund or credit.

3. Other Land Use Category

$$\text{STMP Fee} = \frac{\text{STMP Fee per AM Peak Hour Trip}}{\text{Number of New AM Peak Hour Trips Estimated for Proposed Use}} \times \text{Number of New AM Peak Hour Trips Estimated for Proposed Use}$$

As described above, the Agency will determine the applicability of the Other category, as part of its typical process of evaluating the transportation and other impacts of a proposed Development Project. Transportation impact analysis ~~requires~~ follows the processes and methods outlined in the *Technical Procedures* adopted by the Contra Costa Transportation Authority.

Part of a transportation impact analysis involves estimating the trip generation of the proposed Development Project. This typically involves reference to the most current edition of *Trip Generation* published by the Institute of Transportation Engineers (ITE), but may also involve conducting trip generation surveys at other sites that share the Development Project’s characteristics, as further described in the ITE manual and in the *Technical Procedures*. For reference purposes, see the

**Commented [J10]:** Hercules: the group [TAC] agreed that “requires” in regards to the Technical Procedures needs to be spelled out as some didn’t realize it is required per GMP checklist. By replacing “follows” with “requires” that meets the groups agreement

**Commented [LG11R10]:** Change made.

Appendix for the trip generation rates used in the STMP nexus study for each land use category.

**E. APPEALS FOR FEE EXEMPTIONS AND WAIVERS**

No exemption or waiver of the STMP Fee for a development project is allowed except as permitted by this section.

If the Agency exempts or waives all other local impact fees, then the STMP fee may also be exempted or waived; the Agency must report this action to WCCTAC.

Otherwise, to be granted a STMP fee exemption or waiver, the Agency or the development project applicant must:

- ~~Pay the STMP Fee pursuant to these Administrative Guidelines under protest pending the resolution of the appeal.~~
- Appeal the STMP Fee no later than the date of application for the building permit for the Development Project.
- ~~Pay the STMP Fee pursuant to these Administrative Guidelines under protest pending the resolution of the appeal.~~
- Bear the burden of establishing satisfactory factual proof of the basis for the appeal based on the opinion of a registered traffic engineer.
- Submit all information in support of the appeal necessary for WCCTAC’s consideration of the appeal. The Agency or applicant may submit any documentation it thinks WCCTAC should consider as part of the appeal. Additional issues raised once the appeal is submitted will not be considered by WCCTAC. WCCTAC may require, at the expense of the Project Applicant, review of the submitted materials by a third party with appropriate technical knowledge.
- Pay the cost of processing the appeal, as determined by WCCTAC.
- The appeal will be considered by the WCCTAC Board within 180 days. The appellant may, at the sole discretion of WCCTAC, have the opportunity to present oral testimony, in addition to the written documents submitted in support of the appeal.

Any fee exemption or waiver must be approved by the WCCTAC Board.

**F. ANNUAL FEE ADJUSTMENT**

WCCTAC will provide Agencies with a revised STMP Fee schedule, based on the annual fee adjustment provided for in Section D.8 of the Coop Agreement, in a timely manner each year so that Agencies can begin collecting the updated fees by July 1.

**Commented [J12]:** Hercules: Does “Credits and Reimbursement” section need to be added to point folks back to the Master Coop Agreement to tick-and-tie all aspects of the program and might fit between Sections D and E

**Commented [LG13R12]:** No additional info/clarification currently developed for Admin Guidelines regarding Credits and Reimbursements. If the TAC desires, could add a section simply referring the reader to the Coop Sec. D Fees, para. 10 Credits and Reimbursements.

**Commented [J14]:** El Cerrito: First two bullets should be reversed to make clear that payment is a prerequisite for appealing.

**Commented [LG15R14]:** ok

**Commented [J16]:** Hercules: this sentence should be a bulleted part of the bulleted list above, so it ties to the “Otherwise” list of items.

**Commented [LG17R16]:** This sentence is a remnant from a prior version of the document before the TAC agreed to allowing local agencies exempt or waive if all other local impact fees were waived/exempted. Suggest bulleting and revising the sentence to read: If all other local impact fees are not waived, then any fee exemption or waiver must be approved by the WCCTAC Board.

## G. CONCEPTUAL PROCESS FOR STMP FUNDING

WCCTAC is responsible for implementing the STMP. Periodically, WCCTAC will issue a call for projects to invite Agencies to submit requests for funding for STMP-eligible projects. Under normal circumstances, a call for projects will occur every 1-3 years, at WCCTAC's discretion and depending on fund availability.

Evaluation of the projects submitted will be undertaken by WCCTAC staff at the direction of the WCCTAC Board, with input from the WCCTAC TAC. The Board will make the final decisions about which projects will receive STMP funds and in what amounts. Factors to be considered in evaluating projects may include (but not be limited to) characteristics such as project readiness, ability to use funds quickly, amount of funds requested compared to amount available, reasonable distribution of funds across all project categories, and reasonable distribution of funds across all Agencies.

### APPENDIX A. A.M. PEAK HOUR TRIP GENERATION RATES

#### A.M. Peak Hour Trip Generation Rates for STMP Land Use Categories

Land Use Category	ITE Land Use Code	Unit	A.M. Peak Hour Vehicle Trip Generation Rate
Single-Family Residential	210	Dwelling Unit	0.74
Multi-Family Residential	221	Dwelling Unit	0.36
Senior Housing	252	Dwelling Unit	0.20
Hotel	310	Room	0.47
Retail/Service	820	1,000 Square Feet	0.94
Office	710	1,000 Square Feet	1.16
Industrial	110	1,000 Square Feet	0.70
Storage Facility	151	1,000 Square Feet	0.10

Source: Institute of Transportation Engineer, *Trip Generation* (10<sup>th</sup> Edition). Note that no trip adjustments have been applied to these trip generation rates; adjustments might be appropriate depending on the characteristics of the Development Project being evaluated.

**APPENDIX B: STMP FEE SUBMITTAL FORM**

**West County Subregional Transportation Mitigation Program (STMP) Developer Fees  
JURISDICTION'S QUARTERLY TRANSMITTAL REPORT FORM**

Jurisdictions are required to submit this completed form to WCCTAC no later than 30 days following the close of each calendar quarter; whether or not there are fees to submit, continuing through the life of the Master Cooperative Agreement.

**Check Appropriate Box:**  **Fiscal Year:**

**Reporting Period:**

FY Q1	FY Q2	FY Q3	FY Q4
July-Sept	Oct-Dec	Jan-Mar	Apr-June
31-Oct	30-Jan	30-Apr	31-Jul

**Fee Submittal Due Date:**

Submit check and completed transmittal report to:  
WCCTAC  
6333 Potrero Ave., Suite 100  
El Cerrito, CA 94530

**Jurisdiction's Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_

**No development to report this period. OR** **Notes:** \_\_\_\_\_

Insert below the # of Units or # of Sq. Ft. to calculate the amt. of fee collected.  
List each project or project component separately. Add rows as needed.

Type of Fee	Project Address	Development Name	STMP Fee per Unit	STMP Fee per Square ft.	Total # Units or Sq. Ft.	STMP \$ Collected
Single Family			\$ 5,439			\$ -
Multi Family			\$ 2,679			\$ -
Senior Housing			\$ 1,469			\$ -
Hotel (per room)			\$ 3,481			\$ -
Retail / Service				\$ 6.59		\$ -
Office				\$ 8.72		\$ -
Industrial				\$ 5.56		\$ -
Storage Facility				\$ 0.76		\$ -
Other (per AM pk hr trip)			\$ 7,350			\$ -
<b>TOTAL FEES COLLECTED:</b>						\$ -

This should be the amount of your check to WCCTAC.

**During the reporting period, has your agency granted:**

**Yes**  **No** STMP Fee Credits to any development?  
 **Yes**  **No** STMP Fee Waivers/Exemptions to any development?

If yes to either of the above, please respond to the questions on the next page.

**If STMP Credits were granted, for each development complete the questions below:**

1. What is the name and address of the development project receiving the credit?
2. What was the dollar value of the credit?
3. Which of the 20 STMP Projects was the credit used for?
4. What elements of the STMP project were completed with the credited funds?

**If Waivers/Exemptions of STMP Fees were granted, for each development, complete the questions below:**

1. Were all other local fees waived/exempted for the development project?  **Yes**  **No**
2. Briefly explain why the development project's STMP fee was waived/exempted?

Respond to Credit and Waiver/Exemption Questions here:

**Commented [J18]:** Hercules: May need to adjust the STMP form so that the first question under the form section reads right

**Commented [LG19R18]:** ok