

# STANDARD AGREEMENT

APPROVED BY THE  
ATTORNEY GENERAL

3760050574266

STD. 2 (REV. 5-91)

CONTRACT NUMBER 04-139	AM. NO.
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUM 94-6000289	

THIS AGREEMENT, made and entered into this 1st day of April, 2005, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE <b>Executive Officer</b>	AGENCY <b>State Coastal Conservancy</b>	, hereafter called the State, and
CONTRACTOR'S NAME <b>City of Albany</b>		, hereafter called the Contractor

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed does hereby agree to furnish to the State services and materials as follows: (Set forth service to be rendered by Contractor, amount to be paid Contractor time for performance or completion, and attach plans and specifications, if any.)

## SCOPE OF AGREEMENT

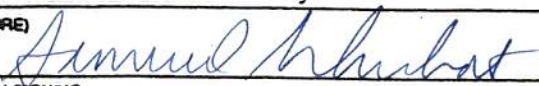

Pursuant to Chapter 4.5 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to the City of Albany ("the grantee") a sum not to exceed eight hundred fifteen thousand dollars (\$815,000), subject to the terms and conditions of this agreement. These funds shall be used by the grantee to complete the following project ("the project") at Codornices Creek between 5<sup>th</sup> and 8<sup>th</sup> Streets in the Cities of Berkeley and Albany, Alameda County, as shown on Exhibit A, which is incorporated by reference and attached.

The grantee shall regrade the Codornices Creek channel and move infrastructure away from the channel to increase creek habitat and flood plain function. The grantee shall create a new, more sinuous channel to feature a series of pools, riffles, and runs, providing refuge areas for

(Continued on following pages)

CONTINUED ON \_\_\_\_\_ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

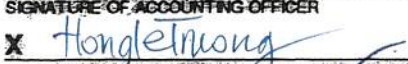
The provisions on the reverse side hereof constitute a part of this agreement.  
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY <b>State Coastal Conservancy</b>	CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) <b>City of Albany</b>
BY (AUTHORIZED SIGNATURE) 	BY (AUTHORIZED SIGNATURE) 
PRINTED NAME OF PERSON SIGNING <b>Samuel Schuchat</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>Beth Pollard, City Administrator</b>
TITLE <b>Executive Officer</b>	ADDRESS <b>1000 San Pablo Boulevard Ave. Albany, CA 94706</b>

AMOUNT ENCUMBERED BY THIS DOCUMENT \$815,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Capital Outlay	FUND-TITLE California Clean Water...
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$-0-	(OPTIONAL USE) Codornices Creek Restoration, Phase II	
TOTAL AMOUNT ENCUMBERED TO DATE \$815,000.00	ITEM 3760-301-6029(3)(0995)	CHAPTER 157
	STATUTE 2003	FISCAL YEAR 03/04
	OBJECT OF EXPENDITURE (CODE AND TITLE) San Francisco Bay	

**Department of General Services  
Use Only**

I Certify that this grant agreement/  
~~Contract Agreement~~ is exempt from  
department of General Services approval

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER 	DATE <b>04/01/05</b>	

RS for TR



**SCOPE OF AGREEMENT (Continued)**

aquatic species. As part of the project, the grantee shall move a concrete wall out of the flood plain and replace two culverts with bridges. In addition, the grantee shall also remove the existing exotic vegetation and replant the creek banks with native riparian species.

The grantee shall carry out the project in accordance with this agreement and a work program to be approved by the Executive Officer of the Conservancy ("the Executive Officer") pursuant to this agreement. The grantee shall provide any funds beyond those granted under this agreement which are needed to complete the project.

**CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT**

The grantee shall not commence construction of the project and the Conservancy shall not be obligated to disburse any funds under this agreement unless and until the following conditions precedent have been met:

1. A resolution has been adopted by the City Council of the grantee authorizing the execution of this agreement and approving its terms and conditions.
2. The Executive Officer has approved in writing:
  - a. The work program for the project.
  - b. Plans for the erection of signs and placards as provided in the "SIGNS" section of this agreement.
  - c. All contractors that the grantee intends to employ in connection with the project. The grantee must provide written evidence to the Conservancy that each contractor has complied with the bonding requirements described in the "BONDING" section of this agreement.
3. Written evidence has been provided to the Conservancy:
  - a. That all permits and approvals necessary to the completion of the project under applicable local, state and federal laws and regulations have been obtained.
  - b. That the grantee has provided for liability insurance and an additional insured endorsement, or is self-insured, as described in the "LIABILITY" section of this agreement.

**CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT**

(Continued)

- c. That the grantee has provided for fire and other loss insurance as described in the "LOSS INSURANCE" section of this agreement.

Notwithstanding the above, the grantee may commence preparation of plans, specifications and engineering work upon meeting conditions precedent no. 1 and upon the Executive Officer's review and approval of a separate work program (tasks, budget and timeline) and approval of any contractors that the grantee will retain to perform the work

**OTHER CONDITIONS**

Grantee shall implement the Mitigation Monitoring Program Measures as set forth in the Mitigation Monitoring Program attached as Exhibit 3 to Exhibit B and incorporated by reference.

**TERM OF AGREEMENT**

This agreement shall be deemed executed and effective when signed by both parties and received in the offices of the Conservancy together with the resolution described in the "CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT" section of this agreement. An authorized representative of the grantee shall sign the first page of the originals of this agreement in ink.

This agreement shall run from its effective date through April 1, 2028 ("the termination date") unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by February 1, 2008 ("the completion date").

**AUTHORIZATION**

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its March 10, 2005 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit B. This agreement is executed pursuant to that authorization.

Standard Provisions

**WORK PROGRAM**

Prior to beginning construction, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with this agreement. The work program shall include:

1. Construction plans and specifications which have been certified by a registered architect or engineer, or approved by the grantee's Public Works Director.
2. A schedule of completion for the project specifically listing the completion date for each project component and a final project completion date.
3. A detailed project budget. The project budget shall describe all labor and materials costs to be incurred to complete each component of the project. For each project component, the project budget shall list all intended funding sources, including the Conservancy's grant, and all other sources of monies, materials, or labor. The grantee shall review the plans on-site with Conservancy staff.

If any portion of the construction to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, then, prior to initiating any request for contractor bids, the grantee shall submit for review and written approval of the Executive Officer the bid package, including construction plans and specifications that have been certified or approved as described above. Upon approval by the Executive Officer, the grantee shall proceed with the bidding process. Prior to final selection, the grantee shall submit to the Executive Officer for written approval the names of all contractors that the grantee intends to hire. The grantee shall comply with the above paragraph regarding submission and approval of a work program prior to construction.

The work program shall have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement shall control.

The grantee shall construct the project in accordance with the approved work program.

**SIGNS**

The grantee shall erect signs visible from the nearest public roadway directing the public to the project. In addition, the grantee shall erect signs acknowledging Conservancy assistance and displaying the Conservancy's logo, unless the grantee incorporates this

**SIGNS** (Continued)

acknowledgement into other signs in a manner approved by the Executive Officer. The Conservancy shall provide specifications for the Conservancy signs and logo to the grantee for this purpose. Plans describing the number, design, placement, and wording of the signs shall be submitted to the Conservancy for review and written approval prior to the installation of the signs. The Conservancy may withhold the final disbursement pending placement of the signs in the manner approved by the Conservancy.

**BONDING**

If the grantee intends to use any contractor(s) on any portion of the project to be funded under this agreement, construction shall not begin until each such contractor has furnished a performance bond in favor of the Conservancy and the grantee, in the following amounts: for faithful performance, one hundred percent (100%) of the contract value; and for labor and materials, one hundred percent (100%) of the contract value. This requirement shall not apply to any contract for less than \$20,000.

**COSTS AND DISBURSEMENTS**

Upon determination by the Conservancy that all "CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the grantee, in accordance with the approved project budget, a total amount not to exceed the amount of this grant, as follows:

Disbursements shall be made on the basis of costs incurred to date, less ten percent, upon satisfactory progress in accordance with the approved work program and upon the grantee's submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. Disbursement of the ten percent withheld shall be made upon the grantee's satisfactory completion of construction of the project and compliance with the "PROJECT COMPLETION" section of this agreement, and upon the Conservancy's acceptance of the project.

The grantee shall request disbursements by filing with the Conservancy fully executed "Request for Disbursement" forms (available from the Conservancy). The grantee shall include in the forms its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. The forms shall also indicate cumulative

**COSTS AND DISBURSEMENTS** (Continued)

expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

The forms shall be signed by an authorized representative of the grantee. Each form shall be accompanied by any receipts and supporting invoices or other source documents from contractors that the grantee engaged to complete any portion of the project funded under this agreement, and by written substantiation of completion of the portion of the project for which disbursement is requested. With each form, the grantee shall submit a supporting progress report summarizing the current status of the project and comparing it to the status required by the work program (budget, timeline, tasks, etc.). Failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the grantee unless and until all deficiencies are rectified.

**EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS**

The grantee shall expend funds in the manner described in the approved project budget. The allocation of the Conservancy's total grant among the items in the project budget may vary by as much as ten percent without approval by the Executive Officer. Any difference of more than ten percent must be approved in writing by the Executive Officer. The Conservancy may withhold payment for changes in particular budget items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. The total amount of this grant may not be increased except by amendment to this agreement. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

**PROJECT COMPLETION**

Within ninety days of completion of construction of the project, the grantee shall supply the Conservancy with evidence of completion by submitting a final report which includes:

1. An inspection report by a registered architect or engineer or the grantee's Public Works Director certifying completion of the project according to the approved work program.

**PROJECT COMPLETION** (Continued)

2. A fully executed final "Request for Disbursement" form.
3. "As built" drawings of the completed project.

Within thirty days of grantee's compliance with this paragraph, the Conservancy shall determine whether the project has been satisfactorily completed. If the Conservancy determines that the project has been satisfactorily completed, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter of acceptance.

**EARLY TERMINATION AND FAILURE TO PERFORM**

Prior to the completion of construction of the project, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

If the Conservancy terminates the agreement prior to the completion of construction, the grantee shall take all reasonable measures to prevent further costs to the Conservancy under this agreement, and the Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this agreement.

If the grantee fails to complete the project in accordance with this agreement, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee shall be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement plus accrued interest. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Conservancy may have for breach of this agreement.

**OPERATION AND MAINTENANCE**

The grantee shall maintain and operate the project throughout the term of this agreement, consistent with the purposes for which the Conservancy's grant was made. The grantee assumes all operation and maintenance costs of these facilities and structures; the Conservancy shall not be liable for any cost of such maintenance, management, or operation. The grantee may be excused from its obligations for operation and



**OPERATION AND MAINTENANCE** (Continued)

maintenance during the term of this agreement only upon the written approval of the Executive Officer.

For purposes of this agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

**MITIGATION**

Without the written permission of the Executive Officer, the grantee shall not use or allow the use for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) of any portion of real property on which the Conservancy has funded construction. All funds generated in connection with any authorized or allowable mitigation on the real property shall be remitted promptly to the Conservancy until the Conservancy has been fully paid for all of its past, present, and future costs with respect to the real property, including, without limitation, staff, planning, development, restoration, operation and maintenance, and monitoring costs, and acquisition costs at fair market value as of the time mitigation is to begin.

**INSPECTION**

Throughout the term of this agreement, the Conservancy shall have the right to inspect the project area to ascertain compliance with this agreement.

**LIABILITY**

The grantee shall be responsible for, indemnify and save harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs resulting from, growing out of, or in any way connected with or incident to this agreement, except for active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and save harmless includes the duty to defend as set forth in Civil Code Section 2778. This agreement supersedes the grantee's right as a public entity to indemnity (see Gov. Code Section 895.2) and contribution (see Gov. Code Section 895.6) as set forth in Gov. Code Section 895.4.

**LIABILITY** (Continued)

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

The Conservancy is not responsible for premiums and assessments on any insurance policy.

Throughout the term of this agreement, the grantee shall maintain self-insurance for personal injury and property damage liability assumed by the grantee under this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third party beneficiary under this agreement.

**LOSS INSURANCE**

Throughout the term of this agreement, the grantee shall provide and maintain self-insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this agreement.

The Conservancy is not responsible for premiums and assessments on any insurance policy.

**AUDITS/ACCOUNTING/RECORDS**

The grantee shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Practices" ("GAAP") published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the construction of the project, and the use, management, operation and maintenance of the real property. Time and effort reports are also required. The grantee shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its

**AUDITS/ACCOUNTING/RECORDS** (Continued)

agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following the later of final disbursement by the Conservancy, and the final year to which the particular records pertain. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention periods.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

**NONDISCRIMINATION**

During the performance of this agreement, the grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40) or denial of family-care leave, medical-care leave, or pregnancy disability leave. The grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, Section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations), are incorporated into this agreement. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.

**INDEPENDENT CAPACITY**

The grantee, and the agents and employees of grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

**ASSIGNMENT**

Without the written consent of the State, this agreement is not assignable by the grantee in whole or in part.

**TIMELINESS**

Time is of the essence in this agreement.

**EXECUTIVE OFFICER'S DESIGNEE**

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

**AMENDMENT**

Except as expressly provided in this agreement, no changes in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

**LOCUS**

This agreement is deemed to be entered into in the County of Alameda.

Exhibit 1 Project Location and Site Maps

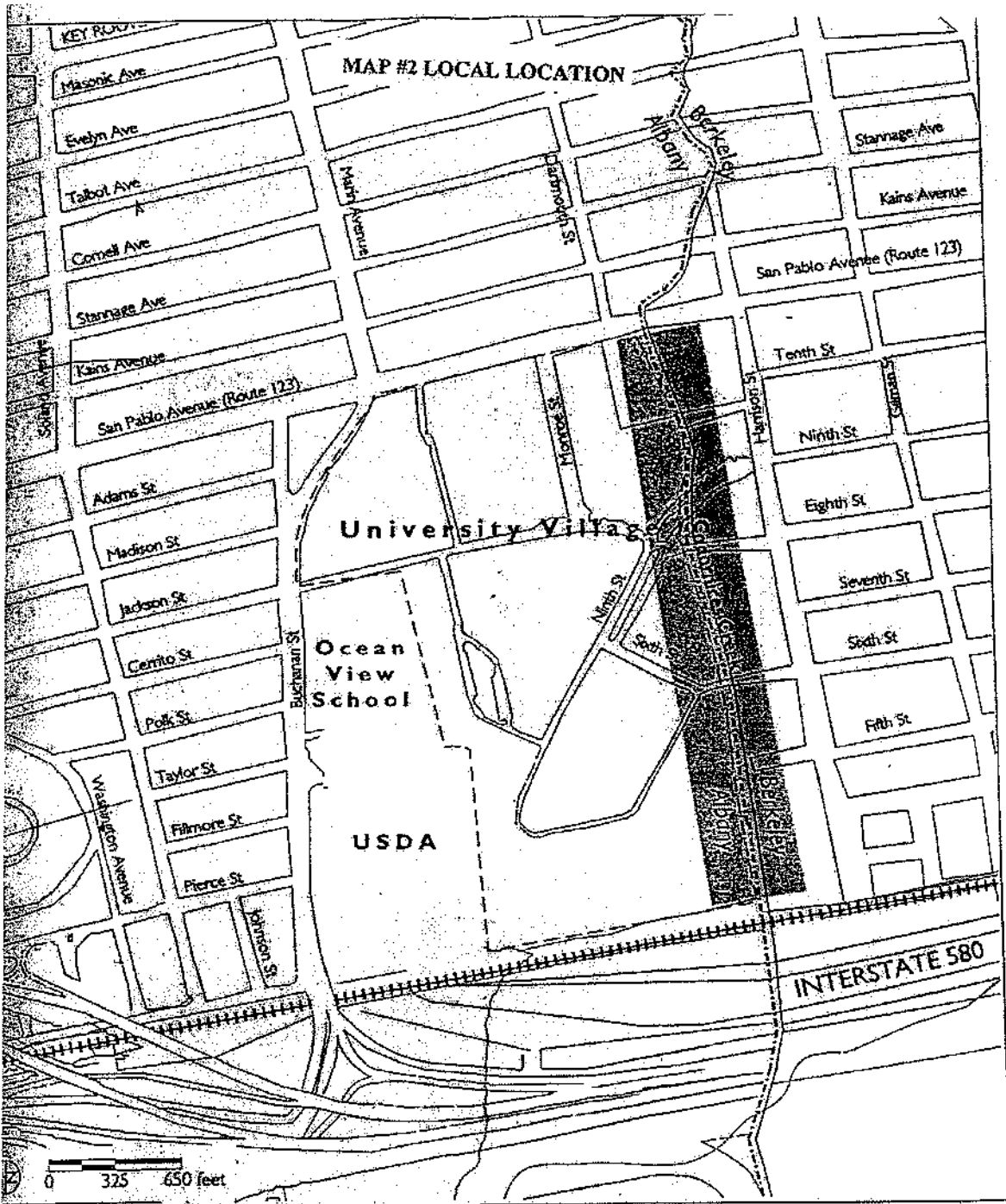


FIGURE 2

- Proposed Project Area
- University Village Boundaries
- Albany/Berkeley City Limits
- ||| Union Pacific Railroad

LOCAL LOCATION

CODORNICES CREEK IMPROVEMENTS PLAN  
DRAFT INITIAL STUDY



COASTAL CONSERVANCY

Staff Recommendation

March 10, 2005

CODORNICES CREEK RESTORATION, PHASE II

File No. 04-108

Project Manager: Brenda Buxton

**RECOMMENDED ACTION:** Authorization to disburse up to \$815,000 to the City of Albany for restoration of approximately one-third mile of Codornices Creek between 5<sup>th</sup> Street and 8<sup>th</sup> Street in the Cities of Albany and Berkeley.

**LOCATION:** Codornices Creek, City of Albany, Alameda County

**PROGRAM CATEGORY:** San Francisco Bay Conservancy

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**EXHIBITS**

Exhibit 1: Project Location and Site Map

Exhibit 2: Mitigated Negative Declaration

Exhibit 3: Mitigation Monitoring and Reporting Program

Exhibit 4: Letters of Support

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**RESOLUTION AND FINDINGS:**

Staff recommends that the State Coastal Conservancy adopt the following resolution pursuant to Sections 31160-31164 of the Public Resources Code:

“The State Coastal Conservancy hereby authorizes the disbursement of an amount not to exceed eight hundred fifteen thousand dollars (\$815,000) to the City of Albany for habitat restoration along Codornices Creek, subject to the following conditions:

1. No Conservancy funds shall be disbursed until the Executive Officer of the Conservancy has reviewed and approved in writing:
  - a. Any contractors to be used;
  - b. A final work plan, including a final budget and schedule; and
  - c. A signing plan acknowledging the Conservancy’s funding of this project.

EXHIBIT B

## *CODORNICES CREEK RESTORATION, PHASE II*

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2. The City shall implement the Mitigation Monitoring Program measures as set forth in the Mitigation Monitoring Program, attached as Exhibit 3 to the accompanying staff recommendation.

3. The City shall maintain the habitat restoration improvements for a period of no less than 20 years.

Staff further recommends that the Conservancy adopt the following findings:

“Based on the accompanying staff report and attached exhibits, the State Coastal Conservancy hereby finds that:

1. The proposed project is consistent with the purposes and criteria set forth in Chapter 4.5 (Sections 31160-31164) of Division 21 of the Public Resources Code regarding the enhancement of natural resources of the San Francisco Bay Area.
2. The proposed project is consistent with the Project Selection Criteria and Guidelines adopted by the Conservancy on January 25, 2001.
3. The proposed project is consistent with the City of Albany's General Plan, the City of Berkeley's West Berkeley Plan and University of California's University Village and Albany/Northwest Berkeley Properties Master Plan.
4. The Conservancy has independently reviewed the mitigated Negative Declaration and the Mitigation Monitoring Program for the Codornices Creek Improvement Plan, attached to the accompanying staff recommendation as Exhibits 2 and 3.
5. The project, as mitigated, avoids, reduces or mitigates the possible effects of the project to a level of insignificance and therefore there is no substantial evidence that the project, as revised, may have a significant effect on the environment.”

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### **PROJECT SUMMARY:**

The City of Albany is requesting Conservancy funding of up to \$815,000 for restoration of approximately one-third mile of Codornices Creek between 5<sup>th</sup> and 8<sup>th</sup> Streets in the Cities of Albany and Berkeley.

Staff recommends funding this project so the City of Albany can complete the creek restoration project that commenced the summer of 2004. Codornices Creek is the only creek left in Berkeley and Albany where, for most of its run, it is not buried in underground culverts. This creek presents some of the best opportunities for riparian restoration in the urbanized East Bay. The City of Albany seeks funding to complete a creek restoration project that will address flooding and bank stability problems as well as improve habitat for riparian species including the steelhead trout currently found in the creek.

The project began in the mid-1990's when the University of California began its redevelopment of the University Village student housing. As an alternative to culverting or channelizing the creek, the Cities of Albany and Berkeley and other stakeholders worked with the University to create a project that would allow for creek restoration and trail linkages. This project serves as a model of how to improve an urban creek while meeting the region's need for recreational



## CODORNICES CREEK RESTORATION, PHASE II

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opportunities, trails, natural habitats, and housing.

The City of Albany, the project lead, proposes to regrade the Codornices Creek channel and move infrastructure away from the channel to increase creek habitat and flood plain function. The new, more sinuous channel will feature a series of pools, riffles, and runs, which will create spawning and refuge areas for aquatic species, including the steelhead/rainbow trout found in the creek. As part of the project, the City will move a concrete wall out of the flood plain and replace two culverts with bridges. Bridges will improve flood conveyance while allowing for a more natural creek channel. The project will also remove the existing exotic vegetation and replant the creek banks with native riparian species. During the summer of 2004, the City restored a quarter mile of creek channel between the railroad tracks and 5<sup>th</sup> Street. When combined with the currently completed creek restoration project, the project in this proposed staff recommendation (in the area between 5<sup>th</sup> Street and 8<sup>th</sup> Street) will restore close to a mile of creek. (See Exhibit 1.)

The project considered under this authorization will include construction of a bicycle and pedestrian trail from the bridge at 5<sup>th</sup> Street to San Pablo Avenue. This trail will provide a link between the Bay Trail and another regional trail, the Ohlone Greenway. However, trail construction is not funded by this authorization. The City of Albany will use other funding sources for trail work.

This is a cooperative project between the Cities of Albany and Berkeley and the University of California, the main landowner in the project area. However, the City of Albany has taken the lead in planning for the creek restoration project. The City of Albany has completed an extensive planning, design, and CEQA review process, received grant funds, including \$985,123 from the Department of Water Resources' Urban Creeks Program, and provided matching funds from a city-wide creek restoration and open space bond.

**Site Description:** Codornices Creek is a year-round freshwater stream that originates from springs and runoff in the Berkeley hills and terminates at Golden Gate Fields Salt Marsh, south of Buchanan Street and adjacent to Eastshore State Park. Codornices Creek supports small populations of steelhead/rainbow trout in the lower creek.

Historically, the creek wound through a marshy grassland and ended in one of the East Bay's largest salt marshes – now the location of Golden Gate Fields. The land around the creek area was filled and used for a variety of purposes, including industrial uses and shipyard worker housing during World War II. This housing was taken over by University of California for student families. The University is in the process of redeveloping this housing complex.

Today, the creek is overly straightened and constricted by road crossing culverts. However, redevelopment of the surrounding area has allowed for some creek restoration. The block between 8<sup>th</sup> and 9<sup>th</sup> Streets was restored in the early 1990's as a condition of a private development. This past summer (2004), the City of Albany finished earthwork to restore another stretch between the railroad culvert and 5<sup>th</sup> Street.

**Project History:** The comprehensive planning effort for this section of Codornices Creek started when the University of California began to replace its 50-year-old student housing near the project area.

EXHIBIT B

## CODORNICES CREEK RESTORATION, PHASE II

The community's desire to restore habitat and provide trail linkages along Codornices Creek emerged out of the planning process for the University Village redevelopment. Negotiations took place over a five year period with the University, the ball field users, the US Postal Service (an adjacent landowner), and others in order to gain enough right-of-way to improve the stability and natural functions of the creek, create a trail connecting with the Bay Trail, and not impact current uses adjacent to the creek, including the youth athletic fields.

In April 2000, the Conservancy authorized \$100,000 for final engineering and planning for the creek between the railroad tracks and 8<sup>th</sup> Street. The design and CEQA analysis were completed in May 2004. Last summer, the City completed construction on nearly half of the creek project area and now requests funding to implement the remaining section with this staff recommendation.

### **PROJECT FINANCING:**

Coastal Conservancy	\$815,000
Dept. of Water Resources Grant (City of Albany)	\$985,000
City of Albany (local bond funds)	<u>\$555,000</u>
<b>Total Project Cost</b>	<b>\$2,355,000</b>

The total project costs include the earthwork on Codornices Creek that was completed last summer as well as the estimated costs for completing the project between 5<sup>th</sup> and 8<sup>th</sup> Streets (See Exhibit 1.)

It is anticipated that the Conservancy's funding will come from the funding the Wildlife Conservation Board has provided to the Conservancy from the "Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002" (Proposition 50), which can be used for the protection and restoration of coastal wetlands identified in the *San Francisco Baylands Ecosystem Habitat Goals Report* within the nine-county San Francisco Bay area described in Public Resources Code Section 31162. As discussed below, restoration of Codornices Creek is called for in the *Goals Report*.

The City is providing extensive matching funds for the project including nearly \$1 million from the Department of Water Resources' Urban Creeks Program and over \$500,000 from a City creek restoration and open space bond. For the planning stage the City also secured \$97,000 from CalTrans for trail planning and \$100,000 from the Conservancy (April 2000).

### **CONSISTENCY WITH CONSERVANCY'S ENABLING LEGISLATION:**

This project would be undertaken pursuant to Chapter 4.5 of the Conservancy's enabling legislation, Public Resources Code Sections 31160-31163, to address resource goals in the San Francisco Bay Area.

The Codornices Creek is in the nine-county Bay Area as required under Section 31162 of the Public Resources Code, which authorizes the Conservancy to undertake projects and award grants in the nine-county San Francisco Bay Area that will help achieve the goals of the San Francisco Bay Area Conservancy program.

## *CODORNICES CREEK RESTORATION, PHASE II*

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This project will help achieve these goals because it will, consistent with Section 31162(b), protect, restore, and enhance natural habitats and connecting corridors of regional importance. While many East Bay creeks are open in the headwaters, most streams have been culverted in the urbanized flood plain. In contrast, Codornices Creek, although channelized, is one of the least altered creeks in the East Bay. This creek presents one of the best opportunities in the East Bay to restore natural creek functions and habitat in an urban environment.

Consistent with Section 31162(c), this project will assist in the implementation of the adopted plans of the Cities of Berkeley and Albany and the University of California. The project is consistent with the cities of Albany and Berkeley General Plans both of which call for the restoration of creeks and the construction of bicycle and pedestrian paths. Furthermore, the project is consistent with the University of California at Berkeley's Master Plan for the University Village which has adopted policies to preserve creek corridors and provide pedestrian and bicycle connections through the campus system. The project is also consistent with the City of Albany's Watershed Management Plan and Bicycle Master Plan, the City of Berkeley Bicycle Master Plan and West Berkeley Plan as well as the Joint Watershed Goals Statement signed by the cities of Berkeley, Albany, El Cerrito, and Richmond. In addition, the project is consistent with the resource protection and restoration goals of several regional plans including the Regional Water Quality Control Board Basin Plan and the Comprehensive Conservation and Management Plan for the San Francisco Estuary. The proposal trail connection is consistent with the MTC Regional Transportation Plan. Finally, the project is consistent with the *San Francisco Baylands Ecosystem Habitat Goals Report* which states resource managers should "restore riparian vegetation along Codornices Creek. Also enhance wetland/upland transitions in this area" (p.123).

Consistent with 31162(d), this project will provide open space and natural areas that are accessible to urban populations for recreational and educational purposes. The project site is adjacent to University housing, an elementary school, and athletic fields that serve children through out the region. The trail running along Codornices will link two popular regional trails, the Bay Trail and the Ohlone Greenway. Easily accessible, this creek will provide extensive recreational and educational opportunities.

Consistent with Section 31163(c), the Codornices Creek restoration project the following criteria: (1) is supported by adopted local plans, as discussed above, (2) is multi-jurisdictional and serves a regional constituency since it encompasses two cities and the University of California, connects two regional trails, and is adjacent to regional destinations, (3) can be implemented in a timely way, since construction started on the first phase last summer, (4) provides opportunities for habitat and recreational benefits that could be lost if the project is not quickly implemented due to scheduling constraints placed on the project by the University's redevelopment project and permit restrictions, and (5) includes matching funds (described under Project Financing).

### **CONSISTENCY WITH CONSERVANCY'S STRATEGIC PLAN GOAL(S) & OBJECTIVE(S):**

Consistent with Goal 10, Objective A, this project will help "acquire, restore, or enhance...10 linear miles of riparian habitat through out the nine Bay Area counties.

-HIBITB

**CONSISTENCY WITH CONSERVANCY'S  
PROJECT SELECTION CRITERIA & GUIDELINES:**

The proposed project is consistent with the Conservancy's Project Selection Criteria and Guidelines adopted January 24, 2001, in the following respects:

**Required Criteria**

1. **Promotion of the Conservancy's statutory programs and purposes:** See the "Consistency with Conservancy's Enabling Legislation" section above.
2. **Consistency with purposes of the funding source:** See the "Project Financing" section above.
3. **Support of the public:** the project has enjoyed a broad base of support among the community. Two nonprofit creek organizations, the Urban Creek Council and the Friends of Five Creeks, have supported the project by providing public outreach and education about the project. Other community-based organizations supporting this project include the Live Oak Codornices Creek Neighborhood Association. Local and regional elected representatives who support the project include State Senator Don Perata and Assembly Representative Loni Hancock. Letters are attached in Exhibit 4.
4. **Location:** Codornices Creek is in the nine-county San Francisco Bay Area consistent with Section 31162 of the Public Resources Code.
5. **Need:** Although the City of Albany has secured matching funds from a variety of sources, it does not have sufficient funding to complete restoration of this entire stretch of creek.
6. **Greater-than-local interest:** Codornices Creek is the only creek in the Cities of Albany and Berkeley left in an open channel and so provides the one of the best opportunity to restore natural creek functions in an urbanized area. This project will attract a variety of visitors since it will connect to two regional trails and is adjacent to a regional athletic field facility and the University's housing complex.

**Additional Criteria**

7. **Urgency:** Delay of funding would delay construction for at least an additional year due to the restricted period allowed for construction. If creek restoration earthwork is not completed this summer then the creek work could interfere with the University's housing redevelopment project and the creek project would then have to be postponed.
8. **Resolution of more than one issue:** The project will decrease flooding, provide recreational opportunities and regional trail connections, and improve riparian habitat.
9. **Leverage:** See the "Project Financing" section above. Approximately two-thirds of the project funding is coming from sources other than the Conservancy.
10. **Conflict resolution:** The project is a model of how to balance the competing demands for land -- housing, sports fields, trails, and restored natural areas -- in urban areas.

## CODORNICES CREEK RESTORATION, PHASE II

11. **Readiness:** The grantee has already completed part of the restoration project and once funding is secured, will finish the remaining section of creek this summer.
12. **Realization of prior Conservancy goals:** In April 2000, the Conservancy awarded \$100,000 to the City of Albany for the design phase of the project because this was a high-priority resource restoration and recreation project.
15. **Cooperation:** This project involves the cooperation of three entities: the Cities of Berkeley and Albany and the University of California. In July 2004, these three signed a MOU outlining construction responsibilities and long-term operation and maintenance.

### **CONSISTENCY WITH SAN FRANCISCO BAY PLAN:**

This project is outside of the jurisdiction of the Bay Plan. However, the project is consistent with several of the Bay Plan's policies regarding aquatic resources calling for the conservation and increase of endangered or threatened species and their habitat (Part III, The Bay as a Resource, Policy No. 2 regarding Fish, Other Aquatic Organisms, and Wildlife).

### **COMPLIANCE WITH CEQA:**

As the lead agency under California Environmental Quality Act (CEQA), the City of Albany prepared a draft Mitigated Negative Declaration for the Codornices Creek Improvements Plan (See Exhibit 1). The draft Initial Study and Mitigated Negative Declaration were noticed and circulated for public review on March 5, 2004 for a 30-day comment period. Comments were received and a Response to Comments prepared. The City of Albany adopted the mitigated Negative Declaration and the Mitigation Monitoring Program on May 17, 2004 (See Exhibits 2 and 3). The City filed its Notice of Determination on May 24, 2004.

The Mitigated Negative Declaration identified possible significant effects of the project related to construction impacts and public use of the trail adjacent to the creek. Proposed mitigation that will avoid, reduce or minimize the possible effect to a level of insignificance include requirements to minimize construction dust and noise, follow specific excavation procedures and relocate steelhead trout. These measures are described in detail in the Mitigation and Monitoring Program, Exhibit 3.

Conservancy staff recommends that the Conservancy approve the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the project. Staff also recommends that the Conservancy find that the project, as mitigated, avoids, reduces, or mitigates the possible effect to a level of insignificance; that there is no substantial evidence that the project, as revised, may have a significant effect on the environment; and that the proposed Negative Declaration reflects the Conservancy's independent judgment and analysis.

Upon approval, staff will file a Notice of Determination for the project.



Exhibit 1 Project Location and Site Maps

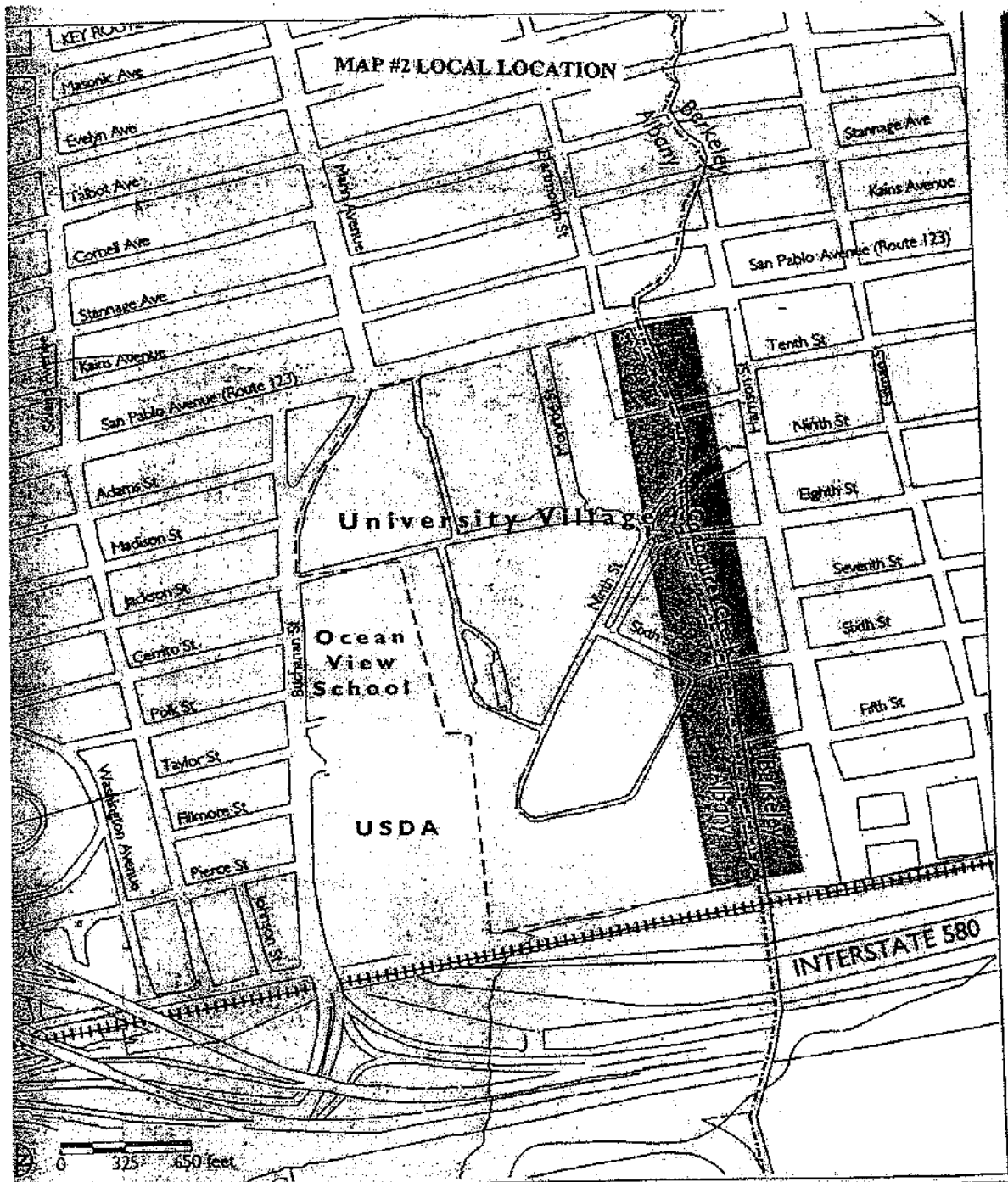


FIGURE 2

- Proposed Project Area
- University Village Boundaries
- Albany/Berkeley City Limits
- Union Pacific Railroad

**LOCAL LOCATION**

CODORNICES CREEK IMPROVEMENTS PLAN  
DRAFT INITIAL STUDY





# Exhibit 1 Project Location and Site Maps

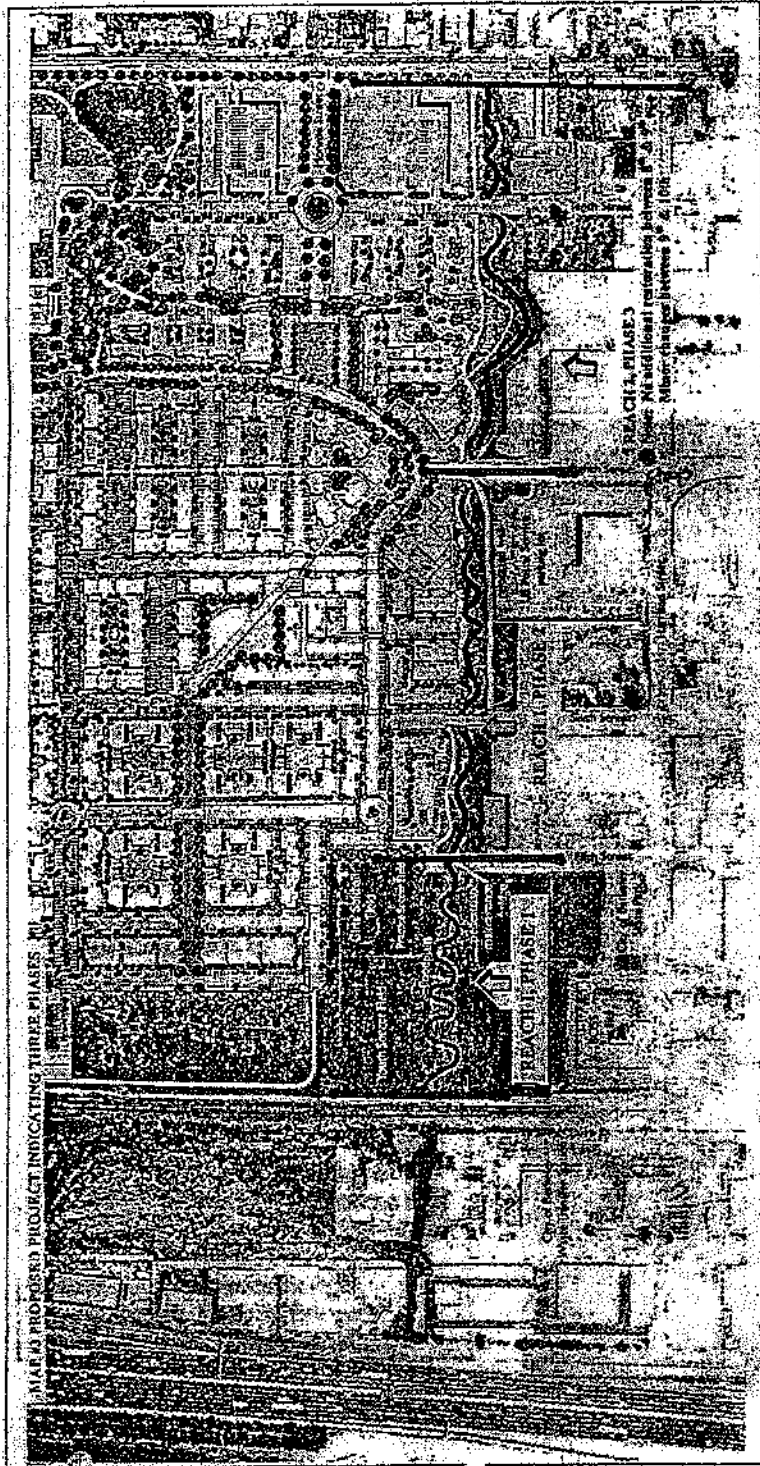


FIGURE 4

PROPOSED PROJECT  
AS SHOWN ON UNIVERSITY VILLAGE PROPOSED DEVELOPMENT PLAN

CORNERICKS TREE IMPROVEMENT'S PLAN  
INITIAL STUDY

Planning Department  
 University of Toronto



Exhibit 1 Project Location and Site Maps

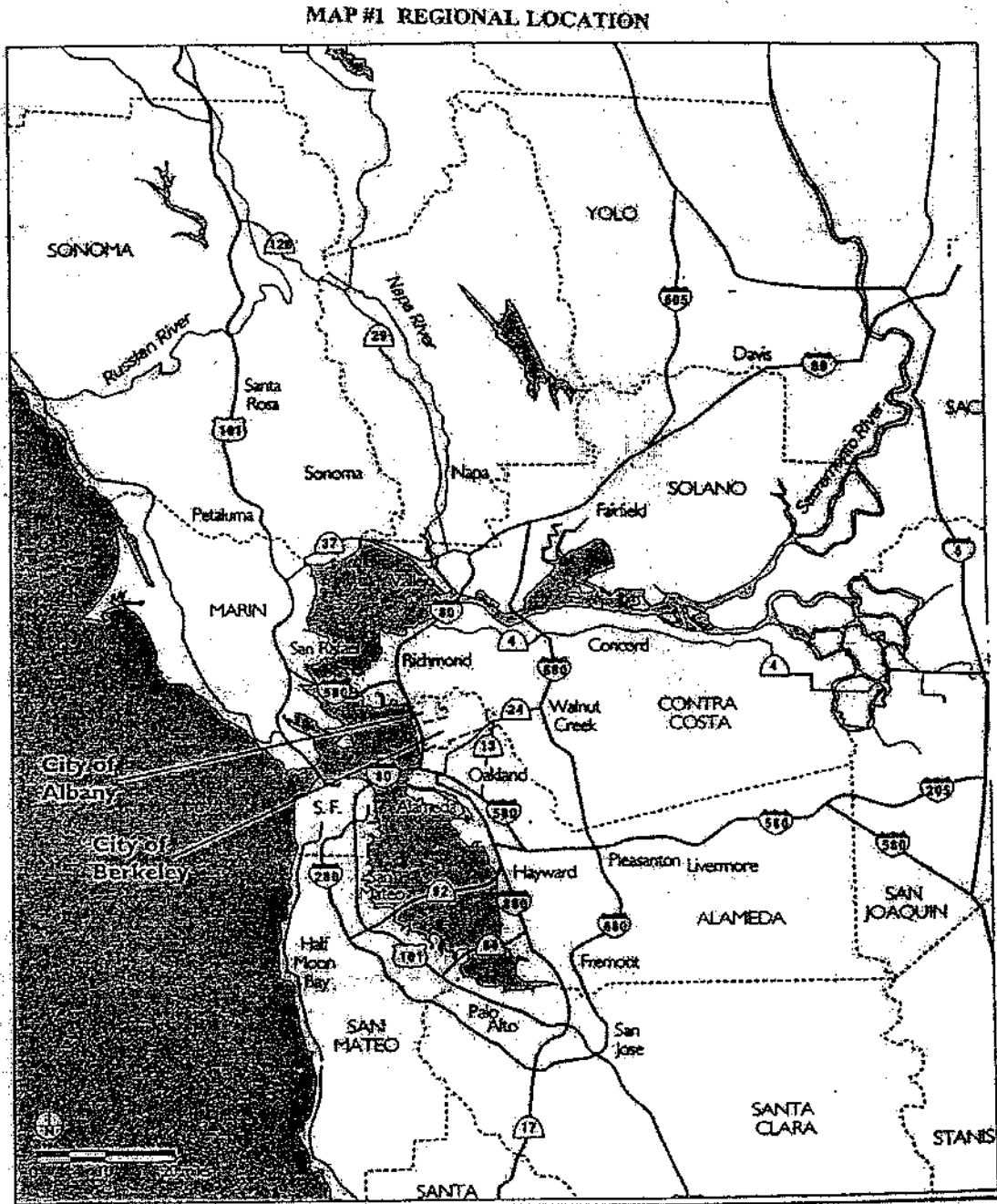


FIGURE 1

REGIONAL LOCATION

CODORNICES CREEK IMPROVEMENTS PLAN  
DRAFT INITIAL STUDY



Exhibit 4 Letters of Support

**BARBARA LEE**  
9TH DISTRICT, CALIFORNIA

COMMITTEES:  
FINANCIAL SERVICES  
Subcommittee on  
Housing and Community Opportunity  
Subcommittee on  
Domestic and International Monetary  
Policy, Trade and Technology  
INTERNATIONAL RELATIONS  
Subcommittee on Africa  
Subcommittee on Europe



**Congress of the United States**  
**House of Representatives**  
**Washington, D.C. 20515-0309**

REPLY TO OFFICE CHECKED  
 DISTRICT OFFICE  
SANDRE R. SWANSON  
CHIEF OF STAFF  
1301 CLAY STREET, SUITE 1000N  
OAKLAND, CA 94612  
Phone: (510) 763-0370  
Fax: (510) 763-6336  
 WASHINGTON OFFICE  
JULIE L. NICKSON  
ADMINISTRATIVE ASSISTANT  
1724 LONGWORTH H.B.B.  
WASHINGTON, D.C. 20515  
Phone: (202) 225-2461  
Fax: (202) 225-9817

February 2, 2005

Ms. Brenda Buxton  
California State Coastal Conservancy  
1330 Broadway 11th Floor  
Oakland, California 94612

Subject: Codornices Creek Restoration Project  
Project Proponents: City of Albany

Dear Ms. Buxton:

I am writing to convey my support for the grant application for the Restoration of Codornices Creek between San Pablo Avenue and the Southern Pacific Railroad tracks on the boundary between the cities of Berkeley and Albany in northwestern Alameda County. I have been following this project for some time and have been impressed by the community coordination and multi-purpose nature of the project. This is a wonderful opportunity to restore a natural creek within a heavily developed urban setting. The Codornices Creek restoration project will link the community through the development of a bike trail between the Bay Trail and the Ohlone Greenway.

This project demonstrates the positive results that come when different agencies coordinate and listen to one another. While the cities of Berkeley and Albany, the University of California, and the U.S. Postal Service have all had to compromise, everyone supports the results that benefit the community.

Please consider the cooperative nature of the planning process and the ecological and social benefits of the project design when comparing it to other applications. I wholeheartedly support this restoration project.

Sincerely,

Barbara Lee  
Member of Congress

BL:tdh

**RECEIVED**  
FEB 09 2005  
COASTAL CONSERVANCY  
OAKLAND, CALIF.

Exhibit 4 Letters of Support

SACRAMENTO OFFICE  
STATE CAPITOL, ROOM 205  
SACRAMENTO, CA 95814  
TEL (916) 448-8877  
FAX (916) 327-1997

DISTRICT OFFICE  
1015 CLAY STREET, SUITE 2207  
OAKLAND, CA 94612  
TEL (415) 298-1333  
FAX (415) 268-3888

California State Senate

SENATOR DON PERATA  
PRESIDENT PRO TEMPORE



MAIL ROOM  
CLERK  
SUMNER

January 27, 2005

Ms. Brenda Buxton  
Coastal Conservancy  
1330 Broadway, 11<sup>th</sup> Floor  
Oakland, CA 94612-2530

**Re: Codornices Creek Restoration Project Grant Proposal**

Dear Ms. Buxton,

I am pleased to support the grant application being submit to you by the Cities of Albany and Berkeley and the University of California. The project proposes to continue restoring Codornices Creek, to construct a bicycle and pedestrian path along the creek's bank, and to build two bridge crossings.

I believe in the goal of the Codornices Creek Project. This is a unique opportunity to return an urban area to its natural state, in turn providing the local community with both green space and environmentally-friendly transportation routes.

I also support the strategy the cities and University have embarked upon. The jurisdictions have worked collaboratively on this project for many years. They have successfully completed the first phase of the project and have a Memorandum of Understanding for maintaining the creek once completed.

Codornices Creek has the auspicious distinction of being the last remaining creek in Albany and Berkeley which is still open and not used for storm drain piping. I hope you will support the completion of this project.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Perata", written over a circular stamp that contains the name "DON PERATA".

DON PERATA

DP/rw

## Exhibit 4 Letters of Support



**Loni Hancock**

ASSEMBLYWOMAN, FOURTEENTH DISTRICT

February 7<sup>th</sup>, 2005

Doug Bosco  
San Francisco Bay Program  
Coastal Conservancy  
1330 Broadway 11<sup>th</sup> Floor  
Oakland, CA 94612

**Subject: Letter of Support for Phase 2 of the Codornices Creek  
Restoration and Trail Project**

Dear Mr. Bosco,

As the California State Assembly representative for the City of Albany and Berkeley I am pleased to support the efforts for the Codornices Creek restoration and the trail project.

This project consists of the restoration of Codornices Creek in the cities of Albany and Berkeley between San Pablo Avenue (State Route 123) on the east, and the Union Pacific Railroad Tracks on the west. The project includes a half mile reach of the creek which will restore nearly a mile of creek channel. Additionally, it includes the construction of a bicycle and pedestrian path adjacent to the top of the bank, as well as two bridge crossings. This is a regionally significant project and a cooperative effort between the cities of Albany and Berkeley and the University of California. These agencies have been working constructively together for several years to plan and implement this project, and in 2004 signed an MOU to jointly manage the maintenance and monitoring of the creek.

Codornices Creek is an urbanized creek demarcating the border of the cities of Berkeley and Albany. The portion of the creek in Albany is on property owned by the University of California, and is the site of University Village, a graduate student/family housing facility. Although significantly altered over time by channelization and culverting, it is the only creek left in the cities of Albany and Berkeley which is still an open channel and has not been converted to storm drain piping. It therefore represents the best opportunity in the area to restore natural creek functions within an urban environment.

**COMMITTEES:**

BUDGET  
HEALTH & HUMAN SERVICES  
EDUCATION  
JUDICIARY  
LABOR & EMPLOYMENT  
NATURAL RESOURCES  
RULES  
SEXUAL HARASSMENT  
PREVENTION CHAIR

**JOINT LEGISLATIVE BUDGET**

SELECT COMMITTEE ON BRIDGING:  
THE ACHIEVEMENT GAP, CHAIR

Exhibit 4 Letters of Support

This is an innovative project and I urge the San Francisco Bay Area Conservancy Program to support the City of Albany, Berkeley and the University of California's grant request.

Thank you for your consideration of this proposal and please feel free to contact my office if we can be of further assistance.

Respectfully,

*Loni Hancock*

LONI HANCOCK  
Assemblywoman, 14<sup>th</sup> District

cc: City of Albany

**RECEIVED**

FEB 09 2008

COASTAL CONSERVANCY  
OAKLAND, CALIF.



Exhibit 4 Letters of Support

URBAN CREEKS COUNCIL OF CALIFORNIA



January 28, 2005

Douglas Bosco  
Chairman  
Coastal Conservancy  
1330 Broadway, 11<sup>th</sup> Floor  
Oakland CA 94612-2530

RE: Grant Application for Codornices Creek

Dear Mr. Bosco

Urban Creeks Council writes in support of the application submitted by the City of Albany requesting Coastal Conservancy funds for the restoration of Codornices Creek. This project will continue restoration efforts between San Pablo Avenue and the Union Pacific railroad tracks. The first phase of these efforts, between the railroad tracks and 5<sup>th</sup> Street, was successfully implemented Summer 2004 and acts as a catalyst to furthering Codornices restoration. Requested funds will enable the city to address the channel between 5<sup>th</sup> and 8<sup>th</sup> Streets and incorporate public amenities including pedestrian bridges and pathways. Urban Creeks Council is currently involved in the Codornices Creek watershed through fish migration and habitat restoration efforts. As an anadromous creek, the work proposed by the City of Albany will provide a myriad of benefits to channel stability, wildlife, and the community.

The Codornices Creek restoration project is the result of a long planning effort that has involved numerous community groups representing a wide range of interests. The project as proposed is one that is supported by these diverse stakeholders, and one we hope you will fund.

Sincerely

  
Steve Donnelly  
Executive Director

**RECEIVED**

JAN 31 2005

COASTAL CONSERVANCY  
OAKLAND, CALIF.

## Exhibit 4 Letters of Support

UNIVERSITY OF CALIFORNIA, BERKELEY

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

FACILITIES SERVICES  
PHYSICAL & ENVIRONMENTAL PLANNING

100 A&E BUILDING  
BERKELEY, CALIFORNIA 94720-1382

February 1, 2005

Mr. Douglas Bosco, Chairman  
Coastal Conservancy  
1330 Broadway, 11<sup>th</sup> floor  
Oakland, CA 94612-2530

Re: Codornices Creek Restoration Project Grant Application

Dear Chairman Bosco:


This letter is to confirm the University of California, Berkeley's strong support for the Codornices Creek Restoration Project being submitted to you by the City of Albany for grant funding. With our University Village property adjoining the entire north length of the creek project, we have worked closely and cooperatively for years with the Cities and Agencies to bring this vision to fruition. This project is a rare opportunity where a critical creek habitat can be widened and restored within a dense urban setting.

In support of the project, the University has incorporated the proposed creek improvements with its wider setbacks into our master plan and current housing redevelopment. New conservation and public-use easements on our land will ensure this corridor is protected for future generations. Our current family housing project, directly adjacent to the Codornices Creek is designed as a sustainable and environmentally responsible development which will further improve the health of the creek. Finally, we continue to bring planning and technical expertise to the project to ensure its successful implementation and maintenance.

As you know, the first phase of the Creek is nearing completion and the positive impacts are quite striking. With public ballfields adjoining the creek, the public can now see and experience the rich riparian environment that was formerly hidden and in decline. The positive media coverage of the project has also increased public awareness of the benefits of such a investment. More importantly, its implementation has spurred other critical improvements downstream, such as the new Union Pacific Rail Road culverts. These projects are symbiotic and add considerable benefits to the creek and community while reducing flooding events with its resulting environmental damage.

The Coastal Conservancy's grant funding is critical to the viability of the project so we urge you to consider continuing your financial support. Should you have any questions, I am available at 510 643-4392 to discuss the University's ongoing commitment for this important project.

Sincerely,

  
Crystal Barriscale, AIA AICP  
Senior Planner

**RECEIVED**

FEB 07 2005

COASTAL CONSERVANCY  
OAKLAND, CALIF.

Exhibit 4 Letters of Support



Parks Recreation & Waterfront

26 January 2005

Mr. Douglas Bosco, Chairman  
Coastal Conservancy  
1330 Broadway, 11<sup>th</sup> Floor  
Oakland, CA 94612-2530

**RE: Codornices Creek Restoration Project Grant Application**

Dear Mr. Bosco:

This letter is intended to express the City of Berkeley's support for the Codornices Creek Restoration Project grant application being submitted to you by the City of Albany and co-sponsored by the Waterways Restoration Institute (WRI).

The City of Berkeley has been working with these two groups and the University of California at Berkeley to develop a plan for the creek's restoration that meets the needs of each of our agencies and the communities we represent. The plan described in the application includes the results to date of our efforts and is fully supported by all three agencies.

The creek restoration plan will improve the habitat of the creek and reduce flood risk to adjacent properties by removing barriers and increasing the size of the creek channel section. We will compensate for the removal of the barriers by increasing the sinuosity of the creek to its historic levels, before it was channelized. The plan represents the re-naturalization of a creek that has been compromised as a result of urban development. Over time, the creek has been straightened and the banks steepened. In addition, culverts have been placed in the creek where it is crossed by roads. The plan proposes to remove all but one of the culverts and the banks will be graded to a natural slope. In addition, the channel will meander and the banks will be landscaped with native and native riparian vegetation.

The Codornices Creek Restoration Project is the result of a three-year planning effort that involved a variety of community groups representing a wide range of interests. As a result, the final plan described in the application has broad community support. I urge you to fund its implementation.

Sincerely,

Marc Seleznow  
Director

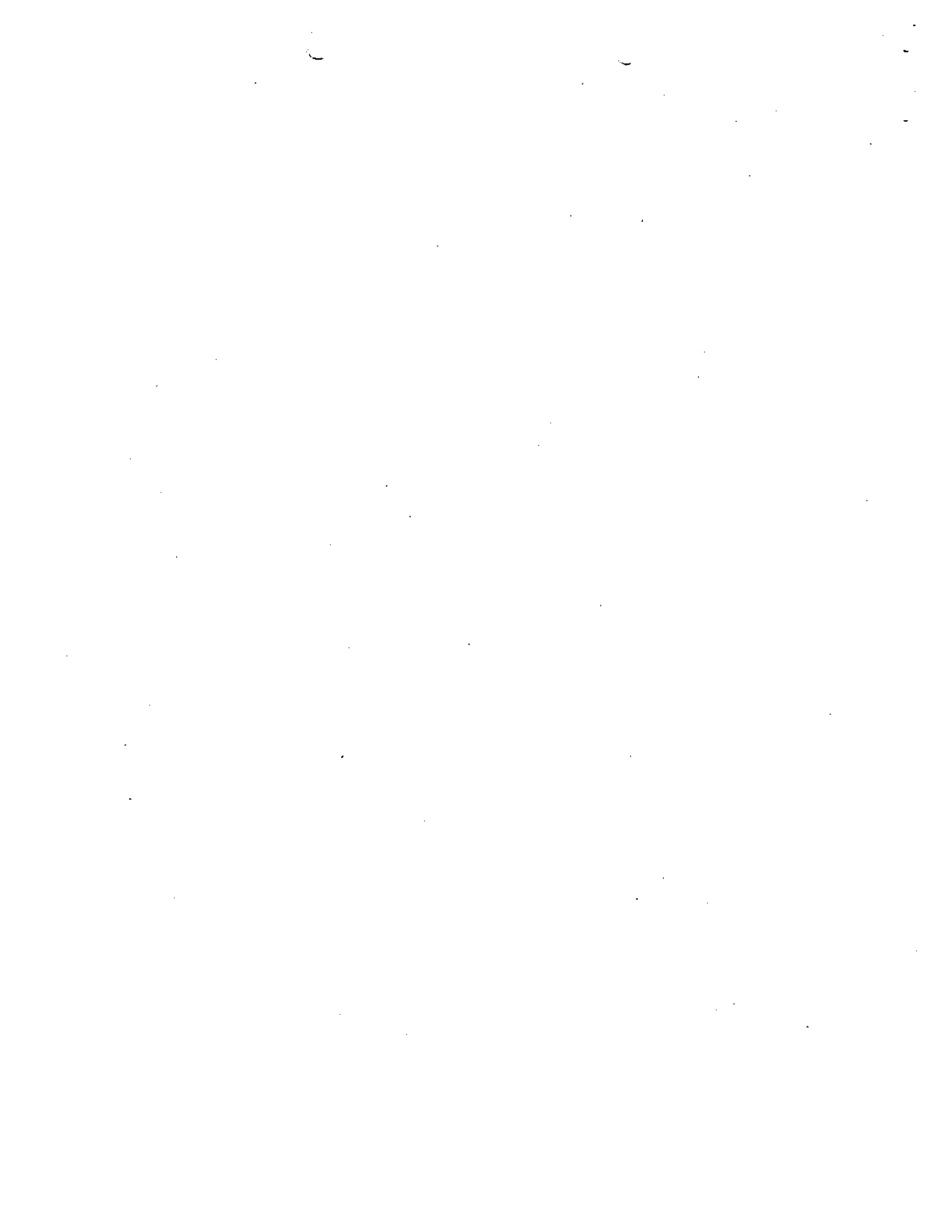


Exhibit 4 Letters of Support



WATERWAYS  
RESTORATION INSTITUTE

1250 Addison Street #107 - Berkeley - California - 94702 (510) 848-2211 Fax (510) 848-2219

California Coastal Conservancy  
1330 Broadway, Suite 1100  
Oakland, Calif 94612

Dear Mr. Bosco

February 8, 2005

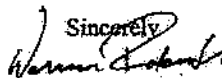
I am submitting this letter of support for the City of Albany grant application of approximately \$800,000. for the restoration of Codornices Creek, as authorized by the Board of Directors of the Waterways Restoration Institute at our February 5, 2005 board meeting. The Institute is a nationally recognized organization located in Berkeley which promotes the implementation of demonstration restoration projects for the education of design professionals and public on the options for restoring urban environments. The Codornices Creek project meets our standards as a model restoration project in which very difficult urban conditions have been overcome to restore an ecologically functioning creek. This project has already received financial assistance from the California Department of Water Resources, Caltrans and the Cities of Albany, Berkeley and the University of California. We would like to include the Coastal Conservancy a partner in this ambitious and high visibility project.

The proposed grant will fund a portion of the restoration project which begins at the Union Pacific Rail Road and ultimately culminates at San Pablo Avenue. The restoration of the downstream reach was recently completed this winter and the level of cooperation required of the partnership to realize this project indicates a predictable success for completion of the upstream reaches. The project provides badly-needed green space for the University Village housing project under construction to serve as married student housing for University of California students. The project is multi-objective in that it provides for true ecological restoration, including restoring steel head habitat and migration. The floodplain restoration component also provides flood protection for the newly constructed housing development.

## Exhibit 4 Letters of Support

This project has a high level of community support and awareness and has been instrumental in motivating the organization of a Codornices Creek Watershed Council. This Council is dedicated to forming public-private partnerships to continue the stewardship and restoration of Codornices Creek and its anadromous fishery. The Conservancy will therefore be making a well appreciated and sustainable contribution to the East Bay environment.

Sincerely,



Warren G. Roberts  
Chair of The Board

Exhibit 4 Letters of Support



**LOCCNA**

Live Oak Codornices Creek  
Neighborhood Association  
1256 Spruce St.  
Berkeley, CA 94709

January 28, 2005

Mr. Douglas Bosco, Chairman  
Coastal Conservancy  
1330 Broadway, 11<sup>th</sup> Floor  
Oakland, CA 94612-2430

Dear Chairman Bosco:

We are writing to express our strong support for the Coastal Conservancy's application for funding of Phase 2 of the Codornices Creek Restoration and Trail Project. Our organization, Live Oak Codornices Creek Neighborhood Association (LOCCNA), has been involved extensively with creek restoration issues in Berkeley over the past several years. In conjunction with the Urban Creeks Council, we collaborated in obtaining a grant (funded by the CALFED Watershed Program) to prepare a watershed assessment for Codornices Creek. That grant is now being followed up with implementation funds and activities just east of the Coastal Conservancy's project site, thus providing wonderful linkage and continuity across several major restoration sites. Therefore, not only is the Coastal Conservancy project a laudable one as a stand-alone implementation, but also provides a critical contribution to a larger, well-planned effort to restore Codornices Creek to its full potential for several miles inland.

While LOCCNA members reside in the middle reaches of the creek, we are committed to a watershed approach to restoration along this waterway, which is currently one of the most open and natural creeks in the East Bay. Phase 1 of the Codornices Creek Restoration and Trail Project has already opened people's eyes to the possibilities and benefits inherent in urban stream restoration. It is imperative that such projects are completed, in order that this positive message for flood control and habitat enhancement through urban stream restoration is fully realized.

Moreover, Codornices Creek supports populations of the threatened species, *O. mykiss*. We are intent on working in whatever ways we can to enhance habitat for this species, and to help build a truly sustainable fisheries run in this creek. Eventually, we hope that the reaches where we live will provide excellent spawning and rearing habitat as part of this fisheries restoration goal.

We urge you to fund Phase 2 of the Codornices Creek Restoration and Trail Project. Please feel free to contact us with any questions.

Sincerely,

Alan Gould, President  
LOCCNA

Juliet Lamont, Chair, Creek Sub-Committee  
LOCCNA

# Friends of Five Creeks



*Preserving and restoring watersheds of  
North Berkeley, Albany, Kensington, south El Cerrito and Richmond  
1236 Oxford St., Berkeley, CA 94709  
510 848 9358      [f5creeks@aol.com](mailto:f5creeks@aol.com)      [www.fivecreeks.org](http://www.fivecreeks.org)*

Jan. 25, 2005

Mr. Douglas Bosco, Chair  
Board Members  
California Coastal Conservancy  
1330 Broadway, 11th floor  
Oakland, CA 94612-2530

Dear Mr. Bosco and Board Members:

I am writing to enthusiastically support the grant request of the City of Albany for funding for Phase II of the restoration of Codornices Creek, from 5<sup>th</sup> to 8<sup>th</sup> Street, on University of California and US Postal Service property on the Albany-Berkeley border, Alameda County.

Restoration of this small stream, with its healthy population of rainbow trout that seem likely to at least include ocean-going steelhead, is a milestone in the effort to restore the San Francisco Bay Estuary. Codornices will show that a small, urbanized creek can nevertheless support a healthy and varied ecosystem.

The creek and adjacent trail also will offer wonderful opportunities to learn about and enjoy nature, particularly to families living in the adjacent University Village housing and youngsters using the trail leading to sports fields on the lower creek, in the area just restored.

Volunteers from Friends of Five Creeks, the group I head, look forward to helping to gradually increasing biodiversity with fill-in plantings and maintenance. With work parties monthly or more, and a Monday "weekday weed warriors" maintenance group, we can make a significant contribution.

Thank you for your consideration of this project.

Sincerely,

Susan Schwartz, President  
Friends of Five Creeks