

Appendix 4A

Program Element Accomplishments

Construction Element Accomplishments

Ordinance and Standards

- Developed Grading and Erosion Control Questionnaire in September 1991 to identify small infill projects that may potentially cause drainage and/or sedimentation problems prior to approval of the project.
- Grading, Erosion and Sediment Control Ordinance
 - Adopted Grading, Erosion and Sediment Control Ordinance in December 1993.
 - Amended Ordinance in February 2001 to ensure that projects in North Natomas complied with federal and state endangered species requirements during the period in which the Natomas Habitat Conservation Plan was invalid.
- Amended Ordinance and adopted an Erosion and Sediment Control Fee Resolution on October 21, 2003, to enable the City to fund the erosion and sediment control inspection program for private construction projects. The ordinances were last updated in FY 04/05.
- Grading, Erosion and Sediment Control Manual (Grading Manual)
 - Completed Grading Manual in January 1994.
 - Updated standard drawings in the Grading Manual to be consistent with the proposed joint City/County construction specifications and participated in the development of the joint specifications in 1996/97.
 - Developed standard notes for Erosion and Sediment Control Plans in 1997/98.
 - Revised the standard drawings in 2005/06.
 - The standard specifications for construction projects were last updated in June 2007 which included a new section; Section 16, Water Quality Control and Standard Drawings. These standard notes and technical drawings are available on the City's website.
- Adopted the City of Sacramento Stormwater Management and Discharge Control Ordinance (Stormwater Ordinance) in February 1998.
- Partnered with the County to draft an example standard erosion and sediment control plan in 2005/06.

Inspection and Enforcement

- Revised review procedures for development plans and California Environmental Quality Act (CEQA) documents to include erosion and sediment control practices beginning in 1991. Since 1991, standard conditions have been developed, and projects are conditioned during the entitlement process to comply with City and state grading, erosion and sediment control requirements. The City also reviews Environmental Impact Reports and Mitigation Monitoring Plans to ensure that erosion, sediment and pollutant control is addressed.

- Developed standard language in accordance with the City and state grading, erosion and sediment control requirements and included in construction specifications for City projects in 1993/94. Incorporated standard construction specification into Department of Utilities contracts in 1996/97. Revised Department of Utilities language in 2002 with addition of the construction specifications.
- Began issuing grading permits, which included Erosion and Sediment Control Plans, during the improvement plan and building permit process in 1994/95.
- Acquired the part-time services of three Water Waste Inspectors in December 1995 to enforce stormwater requirements at construction sites. These inspectors began inspecting residential subdivisions during 1995/96 and commercial projects in 1996/97. In 1998, the part-time inspectors were replaced with a full-time inspector dedicated to ensuring private development construction sites comply with City erosion, sediment and pollution control requirements. In 2002, an additional full-time inspector was added to increase coverage at private construction sites.
- Sent winterization letters to construction projects requesting certification that sites were prepared for the rainy season in October 1998, 1999, 2000 and 2002; and distributed the Regional Board Rainy Season letter in October 2003, 2004, 2005 and 2006.
- Sent a citywide notice in March 2001 to developers and builders of active construction sites notifying them that failure to implement effective erosion, sediment and pollutant control measures year around would result in the issuance of stop work orders.
- Developed in December 2001, in conjunction with the County and Regional Board, a local guidance document that assists agency staff and the development community in complying with the April 2000 General Construction Permit Modifications regarding sediment impaired water bodies and non-visible pollutants in SWPPPs.
- Developed a new Street/Sidewalk Washing program and implemented it in December 2001. This program addresses the sedimentation found in newly constructed drainage systems resulting from street washing at construction sites. The program restricts regular street washing at construction sites to Friday afternoons and Saturdays after a City inspector certifies the site has been dry cleaned and is free of sediment and other materials.
- Developed a database to track inspections and generate inspection reports in 2002/03.
- Participated in developing and assisted in the funding of the California Stormwater Quality Association (CASQA) BMP Handbooks (formerly the California Stormwater Quality Task Force). The BMP Handbook revisions were completed in 2003.
- Verify that the State General Construction Permit Storm Water Pollution Prevention Plan contains 1) a vicinity map, 2) a site map, 3) a list of potential sources of stormwater pollution, 4) type and location of erosion and sediment control BMPs to be used, 5) contact information for the person responsible for implementing the SWPPP, and 6) certification statement prior to issuing a permit. This procedure was implemented in 2003.
- Prioritized construction sites as a high or moderate threat to water quality in 2003/04. High priority sites are inspected a minimum of twice per month from October 1 – April 30 and monthly thereafter. Moderate sites are inspected a minimum of monthly year round.

Training and Outreach

Outreach to development and construction communities

- Beginning in 1991, conducted various workshops for the development and construction community on the following topics: Construction Program, proposed ordinances, Grading, Erosion and Sediment Control Manual (Grading Manual), and recommended control measures and state requirements. The City of Sacramento (City) conducted four workshops in October 1999 and participated in various workshops sponsored by International Conference of Building Officials (ICBO) during 1999/00. The City's workshops covered City and state erosion, sediment and pollution control requirements. Two workshops were targeted for municipal inspectors, and two were held for the development community. The ICBO workshops covered the State General Construction Permit requirements and effective and non-effective best management practices (BMPs).
- Beginning in 1994, developed various outreach materials, including a Construction Fact Sheet and brochures for six different construction related activities (Concrete Applications, Earth Moving Activities, Heavy Equipment Operation, Landscaping and Pool Maintenance, Painting and Solvents, and Roadwork and Paving). The Concrete and Paint brochures were updated during the Second Permit term and were translated into Spanish in 2005.
- Partnered with the County to create a new pamphlet entitled "Construction on Small Building Sites" in April 2004.
- Participated in the Permittee Inspection Coordination Committee (PICC) formed by the County of Sacramento from May 2000 through 2004 to discuss standards enforcement procedures, and new product and technology. The group was composed of program and inspection staff from the Sacramento Area Stormwater Permittees (Permittees), County Regional Sanitation District, City of Stockton, and California Regional Water Quality Control Board, Central Valley Region (Regional Water Board). The goal of the work group was to share information and provide a consistent message to the development community. The work group was disbanded in June 2004. (this is not a training or outreach activities)
- Partnered with the County of Sacramento (County) and Regional Water Board to develop a Stormwater Pollution Prevention Plan (SWPPP) Preparation Course. Participated in or co-sponsored 15 various training courses with the County, Permittees or Building Industry Association (BIA), and the Regional Water Board from October 2000 through June 2002. Co-sponsored workshops with the Permittees entitled, "Preparing and Implementing SWPPPs for Construction Activities" on August 12, 2002, and March 31 and June 24, 2004 and "Simple Tools for NPDES Compliance" on September 18 and October 3, 2002.
- Permittees and Regional Water Board sponsored and conducted the following Pre-wet Season forums for the development and construction community: September 1 and 11, 2003, September 8 and 14, 2004, September 19 and 20, 2005 and September 25 and October 02, 2007.
- Partnered with the Permittees to conduct an informational meeting with consultants conducting training on Sacramento stormwater requirements on December 11, 2002, and erosion and sediment control vendor training on September 25, 2003.
- Permittees in partnership with Thunder Mountain Enterprises, Inc. sponsored and conducted a couple of training sessions for the development and construction community on topics related to NPDES program, SWPPP preparation and proper implementation, local and state requirements, and Low Impact Development, among other things.

Training to municipal staff

- Conducted regular training/coordination meetings and tailgate sessions with City plan checking and inspection staff. Specific tailgate sessions were held with developers, project engineers, inspectors, consultants, and contractors for development projects in the North Natomas area in the fall of 1998.
- Conducted annual training from 2003/04 through 2007/08 for municipal staff whose jobs are engaged in construction activities. Staff targeted included various departments such as the Department of General Services (Facility Design & Inspection), Parks and Recreation (landscape architects & inspection), Planning (Long Range, Current, Environmental) Transportation (project managers and inspection), Utilities (development review staff, project managers, inspection) and Development Services (Matrix staff).

Effectiveness Evaluation

- Completed the Construction Site Inlet Protection Special Study in 1995/96, which evaluated the effectiveness of four inlet protection BMPs.
- Completed work plan for evaluation of the Construction Element including the development of the plan review and field audit forms in 1996/97. Began plan review and field audit by stormwater staff in 1997/98. Conducted an audit of the Construction Element in 1999/00. This audit was performed by a consultant and included evaluation of the City's standards, Grading Manual, and plan check and inspection processes and quality. The results of this audit will be used to identify and prioritize areas needing improvement in the Construction Program.

Illicit Discharge Element Accomplishments

Inspection and Enforcement

- Adopted Stormwater Ordinance in February 1998 and updated the Ordinance in 2004.
- Conducted an Illicit Connection Field Screening Program between 1995 and 1998. Demonstrated that illicit connections were not a significant problem. Only two illicit connections were found and subsequently connected to the sanitary sewer.
- Developed procedures to respond to reports of illicit discharges and to contain, clean and abate the discharges.
- Developed enforcement response procedures
- Began using Water Quality Inspectors in 2007 to provide enforcement for parties responsible for illicit discharges.
- Developed a database for tracking of illicit discharge complaints and enforcement actions.

Waste Disposal Alternatives

- Initiated an ongoing program for curbside collection of used motor oil by the Solid Waste Division in 1995.
- Continued to conduct quarterly household hazardous waste collection events through the Solid Waste Division. In 1999, a new solid waste transfer station provided facilities that accept daily deposits of small amounts of household-generated hazardous wastes.

Spill Response and Source Investigation

- Provided ongoing spill response notification procedures and training for the Department of Utilities 24-hour City Operator.
- Began ongoing 24-hour availability of City Field Services and Fire Department Hazardous Materials staff in 1992 for response to prohibited non-stormwater discharges in the City for documentation, investigation, reporting, and clean up.
- Implemented an ongoing phone line in 1992, for public reporting of incidents of prohibited non-stormwater discharges.
- Developed a Stormwater Program website in 1998, which provides pollution prevention information and on-line reporting of illegal discharges.

Training and Outreach

- As a deterrent to illegal dumping, approximately 95% of all drain inlets have been labeled with the message “No Dumping Flows to River”.
- Produced various public outreach materials for use by Field Services and Program staff to distribute in areas that have experienced extreme or repeated dumping incidents or other water quality problems.
- Provided ongoing training for drainage maintenance and other municipal staff to identify and help investigate illicit connections or evidence of illegal dumping.
- Implemented Charity Car Wash program in FY09.
- Implemented multi-cultural outreach program to address Russian, Hmong, and Spanish populations.

Industrial Element Accomplishments

Significant Industries Control Program

- Developed a customized industrial database in 1997, which contains all business licenses filed in the City, facilities under the State Industrial General Permit for Stormwater Discharges Associated with Industrial Activities (State Industrial General Permit), and those industries identified in the 1991 industrial identification work.
- Included language in the City development review process requiring the owner(s) of a planned industrial development to submit a determination of the need for coverage under the State Industrial General Permit to the Department of Utilities for approval.
- Developed a rating system in 1996 to prioritize industries with regard to specific activities and the probability or significance of pollutants and non-stormwater discharges.
- Developed and implemented the Clean Water Business Partner (CWBP) Program, a nonstructural control program, for the mobile carpet cleaning industry in 1997. Added landscape contractors in 2000.
- The Permittees developed a list of priority commercial businesses and industry categories subject to either routine inspections or targeted outreach and definitions for each. Environmental Management Department (EMD) refined the definitions of the priority industries based on field inspection observations.

Inspection and Enforcement

- Adopted the Stormwater Ordinance in 1998. Ordinance was amended in 2004 to provide the County of Sacramento's Environmental Management Department (EMD) with legal authority to conduct inspections and enforcement for targeted industries on behalf of the City. Said amendment includes an agreement (MOU) that was executed and approved in December 09, 2003 between the two jurisdictions.
- Participated in the Sacramento Area Pollution Prevention Committee, formed in 1996, and the Environmental Task Force, formed in 1999, which provide opportunities for Industrial Element staff to network with other pollution prevention agencies.
- Initiated coordinated inspections for food service facilities, metal recyclers, and businesses with sewer pretreatment permits in 1999.
- Developed EMD's Commercial and Industrial Stormwater Compliance Program (CISCP) to establish routine stormwater inspections of targeted industries, to be conducted in conjunction with other regulatory inspections. The successful CISCP program is now being referred to by regulators and others in the State as a model for those developing similar programs. EMD is authorized to conduct the CISCP on behalf of the Permittees through a Memorandum of Understanding (MOU) executed by each Permittee in 2003. Local stormwater ordinances were revised by the Permittees in 2004 to provide EMD with billing and enforcement authority county-wide.
- By June 30, 2007 completed the first cycle of stormwater compliance inspections by EMD for the following facilities: auto repair and body shops, auto dealers, gas stations, restaurants, nurseries, kennels, equipment rental businesses, and facilities covered under the General Industrial Permit.

- Developed and implemented the Complaint-based Storm Water Compliance Program (CBSCP) to address non-stormwater discharges by industries and commercial businesses that are not cover under the CISCSP program. Conducted inspections and enforcement including: Issued verbal warnings, Notices of Violations, and Administrative Penalties.

Training and Outreach

- Conducted a compliance assistance workshop in 1996 on the State Industrial General Permit.
- Provided annual education and training for City Field Services staff to help them identify and report stormwater pollution problems observed in the field to Industrial Element staff.
- Produced educational outreach materials in 1995 for commercial and do-it-yourself painters, food service facilities, pool maintenance companies, concrete application, heavy equipment operation, landscaping, road work and paving, and dry cleaning businesses.
- Sent outreach materials to priority industries twice during the 2003-2007 Permit term.

Municipal Operations Element Accomplishments

Spill Response

- Revised SSO response plan in March 2007 to include current regulatory requirements.

Municipal Capital Improvement Projects

- Provided technical assistance for City construction projects.
- Incorporated regional water quality control measures in North Natomas and Jacinto Creek detention basins.
- Provided water quality features in the Wood Lake drainage system maintenance and improvement project.
- Trained City construction inspectors on proper BMP implementation standards to be used on City construction site.

Municipal Facilities

- Participated in the review of design plans for proposed municipal facilities.
- Regularly coordinate with and provide guidance to project managers and inspection staff for construction of municipal facilities.
- Identified and minimized non-stormwater discharges from equipment and vehicle washing.
- Audited all City vehicle maintenance facilities, material storage facilities and corporation yards in 2004 to determine which facilities should prepare and implement pollution prevention plans.
- Developed pollution prevention plans for the 28th Street Landfill (closed) in 2007, 24th Street Corporation Yard in 2002, North Area Corporation Yard in 2007, and the Meadowview City Service Complex in 2002.
- Annually maintain City owned and operated parking facilities.

Municipal Activities

- Developed a City wide Integrated Pest Management (IPM) Policy in 2006.
- Conducted monthly street sweeping of 3,010 curb miles.
- Evaluated Street Maintenance Practices in 2007, and developed written procedures for BMP implementation.
- Implemented a voluntary program for containerization of green waste in 2004.
- Annually clean sumps and removed sediment from drainage channels.
- Annually clean storm drainage collection pipes and appurtenances.
- Regularly operate and maintain settling/treatment facilities at regional detention basins.
- Conduct fire fighting hose manipulation training at a facility equipped with BMPs.

Training and Outreach

- Annually attend various tailgate meetings and conducted specific training sessions to provide Program information and to increase awareness of water quality issues associated with municipal activities.

- Developed and conduct an IPM training program beginning in 2007.
- Conducted inspector training.

New Development Element Accomplishments

Ordinance and Design Standards

- Adopted the Stormwater Ordinance in February 1998.

Stormwater Quality Design Manual

- Completed Volume 2 (Hydrology Standards) of the City/County Drainage Manuals in December 1996, which provides the accepted methods for estimating runoff peak flows and volumes for design of drainage facilities and determining the optimum volume of storage for water quality detention basins.
- In 1996/97, conducted the Volume 5 Work Group, comprised of four private engineering firms that reviewed and critiqued the design criteria and control measures in the Draft Volume 5 (Standards for Design of New Development On-site Stormwater Quality Control Measures) of the City/County Drainage Manuals, January 1995.
- Completed Volume 4 (Manual of Standards for Design of Joint Use Stormwater Detention Facilities) of the City/County Drainage Manuals in 1997/98. The manual provides standards for design, operation and maintenance of joint-use park/detention facilities.
- Completed North Natomas Drainage Design and Procedures Manual in 1997/98. The manual includes criteria for the control of urban runoff pollutants from new developments on a regional basis. This manual requires stormwater quality control facilities for low-intensity storms and initial flows from larger storms (i.e., first flush) as well as natural processes for non-storm flows, irrigation runoff and dry weather conditions. The regional stormwater criteria from this manual were incorporated into the 2007 Stormwater Quality Design Manual for Sacramento and South Placer Regions.
- Participated in workgroup to incorporate stormwater requirements and control measures into existing ordinances and guidance manuals for parking lot tree shade and multifamily housing in 1998/99.
- Completed the Guidance Manual for On-site Stormwater Quality Control Measures in January 2000. This manual had previously been known and utilized as Volume 5 (Standards for Design of New Development On-site Stormwater Quality Control Measures) of the City/County Drainage Manuals during its draft stages.
- Completed the Stormwater Quality Design Manual for Sacramento and South Placer Regions in May 2007, which is the current manual. The manual includes the stormwater quality requirements for new developments and significant redevelopments, numeric sizing criteria and design and maintenance criteria for source controls, runoff reduction measures and treatment controls.

Development Standards Plan

- Prepared the Development Standards Plan (DSP) that was submitted to the Regional Board on December 1, 2003, and approved by the Regional Board in May 2005. The DSP included an overview of the development review process, existing development standards including a comparison to the stormwater Permit requirements, proposed amendments to the development standards, and an evaluation of the numeric sizing criteria for treatment controls. The DSP also included a review of existing planning procedures and codes and policies to determine if water quality protection principles listed in the Stormwater Permit were included.
- The development standards were amended in May 2006.

Development Standard Implementation (Regional and On-site Stormwater Controls)

Environmental Review Procedure

- Began review of CEQA documents to ensure new developments address water quality mitigation measures for stormwater runoff in 1991/92.
- Revised the Initial Study Checklist to consider potential stormwater quality impacts in June 2003.

Development Projects Review

- Began conditioning projects during the entitlement process to comply with post-construction stormwater requirements in 1993.
- Developed planning principles requiring the North Natomas Drainage Master Plan to formulate flood control and water quality alternatives for development of 7,000+ acres in 1992. Using the water quality design criteria developed in 1997/98, drainage master plans were developed and basins were designed. The regional facilities in North Natomas include Basin Nos. 1, 2, 3, 4, 5, 6a, 6b, 7a, 7b, 8a, and 8c. The types of water quality features utilized in the basins are combination wet/dry water quality basins, dry extended detention basins, low flow channels, and micropools. Maintenance plans have been prepared for several of these basins.
- Began incorporating regional water quality detention basins into the 500+ acre Jacinto Creek Planning Area in 1993/94. Regional water quality ponds have been incorporated into Laguna Vega North and South, Laguna Vista, and Sheldon Farms.

Stormwater Treatment Device Maintenance

- Completed and began utilizing a “Stormwater Treatment Device Access and Maintenance Agreement” in 1995/96 to ensure that property owners commit to long-term maintenance for on-site structural control measures.
- As of May 2006, maintenance agreements are required for all treatment control measures.
- Sent letters annually requesting inspection and maintenance records for proprietary devices installed on private property from June 2001 through 2008 to ensure that devices are being maintained.
- Trained and tasked student interns and started field visit and inspections of the post-construction site treatment control measures.
- Incorporated various on-site stormwater treatment control measures into the drainage systems for private development projects since 1995. These control measures include vegetated swales, Fossil Filter catch basin insert, CDS Filters, Jensen/Tiechert Interceptors, Jensen Storm Vault, Stormceptor, and Vortech. These devices have been installed at various development projects, including retail centers, office parks, equipment rental facilities, and manufacturing facilities.

Technical Review and Assistance

- Provided technical support to Department of Transportation on stormwater quality design using vegetative swales and stormwater planters for the Dixianne Green Street project in 2008.

- Provided information and review of the draft 2030 General Plan and MEIR in 2008. 2030 General Plan was adopted March 3, 2009 and incorporated water quality and watershed protection principals into City wide policy.
- Working with other Permittees and completed HMP pilot study for Elder Creek watershed in south Sacramento County in 08/09.
- Completed HMP work plan in 2009.

Training and Outreach

- Completed renderings of on-site control measures (Vegetated Swale, Infiltration Trench and Interceptor) in 1995/96. These renderings were completed to demonstrate how stormwater control measures could be incorporated into actual development projects. They were used in training City staff and the development community.

Outreach to development and construction community

- Conducted outreach to the development community on post construction stormwater quality requirements in 1996/97 and again in 1998/99. The presentations included information on City policy, standard conditions, recommended source control and treatment control measures, and reference materials. The 1996/97 audiences included the Consulting Engineers and Land Surveyors of California (CELSOC) and American Society of Landscape Architects (ASLA). The 1998/99 audiences included CELSOC; ASLA; American Society of Civil Engineers (ASCE); Building Industry Association (BIA); and private architectural, planning and engineering consulting firms.
- Prepared and distributed newsletter in 1998/99 to explain the need to incorporate stormwater quality control measures in the development planning process.
- Co-sponsored a Low Impact Development (LID) Workshop – Better Site Design on May 19, 2004 with the Permittees.
- Conducted outreach to the development community on the revised development standards and new regional Stormwater Design Manual in 2006/07. Outreach included creation and distribution of Project Update Fact Sheets, articles and notices through the professional organizations such as BIA, CELSOC, AIA, APA and ASLA, and presentations. A presentation was given to BIA in February 2007 and two public workshops were held in March 2007. Staff also presented the information to the City's Development Oversight Committee in April 2006 and June 2007.
- Conducted outreach to development communities through the NPDES compliance and SWPPP training sponsored by Thunder Mountain Enterprises, Inc. on September 27, 2007 and January 16, 2008 at two locations (Folsom, Sacramento). City presented low impact development and the new requirements in the NPDES permit.

Training to municipal staff

- Conducted training/coordination meetings with City planners, plan checking staff and inspectors from the Planning, Public Works, Building, and Utilities departments beginning in 1996.
- Meetings introduced the new on-site guidance manual and post-construction requirements to the Planning Department Environmental and Development Services staff in May 2000 and Public Works Department Architectural, Design and Inspection Sections in June 2000.

- Conducted annual training from December 2004 through 2007/08 for municipal staff whose jobs are engaged in development planning. Staff targeted included various departments such as the Department of General Services (Facility Design), Parks and Recreation (landscape architects), Planning (Long Range, Current, Environmental) Transportation (project managers), Utilities (development review staff) and Development Services (Matrix staff).
- Conducted internal workshop for Program Staff and Development Review staff from all Permittees on Hydromodification Management on January 28, 2009 and provided preliminary information of HMP pilot study.

Conference Presentations

- Conducted a presentation of the City's Development Standards and a field tour of the North Natomas Basins for the "California Nonpoint Source Conference, Demonstrating Nonpoint Source Solutions" on October 25, 2001.
- Participated in the Water Board's "Conducting Audits of Municipal Storm Water Programs" workshop by presenting information on the City's new development stormwater quality requirements and review process in March 2004.

Special Studies

- Conducted an Oil/Water Separator Study at the Northside Subdivision. The study was planned in 1993, and monitoring began in 1994/95 rainy season.
- Conducted stormwater settling tests during the 1993/94 and 1994/95 wet season to determine the settling rates of solids, metals and other parameters associated with Sacramento urban runoff.
- Completed the NDMP Stormwater Control Measure Study Work Plan in 1995/96, which included a literature review of effectiveness data on all control measures included in the draft January 1995 Volume 5 of the City/County Drainage Manual, and suggested BMP studies to be conducted in the Sacramento area.
- Conducted NDMP Inlet/In-line Control Measure Study from 1996-1999. Four storms were monitored for a Tiechert Stormwater Interceptor and a Fossil Filter catch basin insert in 1997/98, and five storm events were monitored for the Stormwater Interceptor in 1998/99. The results were summarized in the Inlet/In-line Control Measure Study Report 1998-99, dated October 1999.
- Conducted a Detention Basin Study (Brown Road Detention Basin) to evaluate the performance of dry extended stormwater detention basins in removing urban runoff pollutants. The study collected samples from 18 storm events from 1997 through 2001. The study concluded that the basin is substantially effective in reducing concentrations of many important stormwater pollutants in the solid/particulate form, but is less effective at reducing dissolved constituents and bacteria. Total suspended solids and total copper, lead and zinc showed statistically significant reduction between the inlet and outlet of the basin. The full report is included in the 2001/2002 Annual Monitoring Report (December 1, 2002).
- Conducted NDMP Control Measure Literature Review Update in 1997/98. The update included gathering information on vegetated control measure studies, new information from the 1996 Literature Review's "Ongoing Studies List," and recommended vegetation for vegetated swales and filter strips.

- Conducted a Landscape Control Measure Study (Vegetated Swale), which was initiated in 1997. Two storm events were monitored at the Sacramento Municipal Utility District (SMUD) parking lot facility in 1998/99, and a summary report was completed entitled NDMP Vegetated Landscape Control Measure Study Report 1998/99 (dated October 1999). Effluent sampling was difficult at the SMUD facility because the vegetated swale system effectively reduced run-off through infiltration. A new site was selected at an office building on Expo Parkway. Eleven storm events were monitored from late 1999 through May 2002. The final report is included in the 2001/2002 Annual Monitoring Report (December 1, 2002).
- Completed the Investigation of Structural Control Measures for New Development Final Report in November 1999. This study obtained and evaluated the performance data of 14 new development proprietary control devices and four public domain measures. The objective of this study was to identify both control measures considered acceptable for installation in the Sacramento area and information needs. An update of the initial study, including the original 14 manufacturers and 17 new manufacturers, was initiated in 2001. A draft report was prepared, including a peer review of the report by an independent consultant. Updated procedures and approved several devices in 2003 and 2005.
- Allowed the installation of several proprietary devices in 1999/00 that needed additional performance data and required the developer to conduct monitoring studies.
- Began dry weather sampling of North Natomas Basin Nos. 4, 5, 6, and 7a in September 1999. Dry weather grab samples were collected in September 1999; July, August, September and October 2000; April, June and August 2001; and March and June 2002. Wet weather grab samples were collected at Basin 7a on January 10 and 25, February 17, March 4, and April 6, 2001; and March 6, 9 and 22, 2002.
- Completed the Wet Water Quality Detention Basin Effectiveness Study Work Plan in September 2003.
- Completed the Erosion Potential Study in December 2004.

Public Education and Outreach Element Accomplishments

Outreach to General Public and Target Sectors

- Initiated Volunteer Storm Drain Stenciling program in 1993. Approximately 1,000 storm drain inlets are stenciled each year with a “No Dumping – Flows to River” message in semi-permanent (12-18 months) water-based spray paint.
- Conducted biannual public opinions since 1994 to determine the effectiveness of outreach activities.
- Attended public events since 1993. Provided an educational booth at local community events for distribution of materials and an interactive demonstration on stormwater pollution prevention.
- Developed and implemented Community Action Grant Program, which has been ongoing since 1996. Four to six grants each year have been awarded to local schools, agencies, associations, or clubs for promoting the protection of local waterways through stormwater pollution prevention.
- Conducted Pesticide Use Public Opinion Survey in 1997, providing baseline for pesticide toxicity control outreach evaluation.
- Provided permanent stormwater pollution prevention exhibits for the Sacramento and Folsom Zoos in 1997.
- Initiated partnership with the Sacramento Zoo in 1999, which included water quality curriculum in the Zoo’s classroom outreach and Zoomobile programs.
- Installed permanent stormwater playground at the Sacramento Zoo in 1999 and added to the playground in 2003.
- Developed Stormwater website in 1998.
- Conducted multimedia outreach campaign using recognizable mascot “Sammy Salmon” to deliver water pollution prevention key messages since 1998.
- Provided multiethnic outreach through electronic and print media since 1998.
- Developed and implemented the CWBP Program for two industries, carpet cleaners and landscapers, since 1998. Added mobile pressure washers to CWBP in 2003.
- Created and placed electronic stormwater model on display in various public buildings throughout the year since 1997.
- Developed Water Wise Pest Control program in 2000 to decrease pesticide toxicity in local waterways. The program is a partnership with the University of California (UC) IPM program and UC Extension Master Gardener Program and is funded through a grant from CALFED.
- Joined state-wide IPM program, ‘Our Water, Our World’ in 2005.
- Awarded an U.S. Environmental Protection Agency (EPA) grant in 2001.
- Partnered with the California Integrated Waste Management Board and other City departments on a public outreach program to reduce stormwater and greenwaste pollution and increase water conservation in North Natomas.

Outreach to Schools

- Assisted in development and implementation of stormwater curriculum (Splash Program) based on math and science for middle school and high school children to foster environmental awareness since 1999.
- Developed and implemented Stormwater Classroom Presentations to elementary school students since 1999. Presentations introduced the water cycle, aquatic food chain, and concept of environmental stewardship. Expanded program from 600 students in 1999 to over 6,000 students by 2003.
- Worked with the Sacramento Theatre Company to produce regional water conservation/ water quality musical production performed at public festivals and 75 schools during the spring of 2003.

Outreach to Public Officials and Municipal Operations

- Received City Council recognition in the form of proclamations presented to businesses and agencies that have done an outstanding job promoting water quality protection since 1998.
- Actively participated annually in National Pollution Prevention Week.

Outreach Involving Statewide Regional Activities

- Actively participated in the California Stormwater Quality Association Public Information and Public Participation committee.
- Was instrumental in developing the Central Valley Stormwater Public Outreach Group in 1999-2000, a professional network focused on stormwater issues unique to this area.
- Provided City staff who served as co-chair for the Public Outreach Committee of the California Regional Environmental Education Community Network, Capital Region from 1999-2000.
- Represented the California Stormwater Quality Association Public Information and Public Participation Committee at the EPA Consumer Labeling Initiative Committee's "Read the Label First" campaign conference call meetings in 2000.
- Shared information on the development and implementation of City of Sacramento Stormwater outreach programs at meetings of the California Stormwater Quality Association, California Water Environment Association, California Interagency Education Network, Sacramento Valley Broadcasters Association, and the 1999 California YMCA Youth in Legislature Symposium, and to numerous Phase II communities in northern California.

Watershed Stewardship Element Accomplishments

- Developed the 1988 Laguna and Jacinto Creek stream restoration project, which included incorporation of wetlands in channel features and vernal pools in overbanks.
- Developed the 1999 Jacinto Creek Planning Area Project, which included channel enhancements, re-establishment of vegetation, and wet detention basin water quality features.
- Developed the 1999 Royal Oaks Drain project, which provided water quality features and enhanced existing wetland.
- Completed design of Hagginwood Creek detention basin project in 2000, which includes stream restoration and incorporation of water quality features.
- Provided funding opportunities for citizen monitoring, training and school adopt-a-creek activities from 1997 to present through the City of Sacramento Stormwater Management Program's Community Action Grant Program. Several creeks clean-up, restoration and educational efforts have been sponsored to date.
- Continued development and implementation of the Splash Program for water pollution prevention, geared for grades 5-12.
- Participated in community events since 1993, including sponsorship of the Sacramento Urban Creeks Council's Creek Week.
- Serve on the Board of Trustees of the Sacramento River Watershed Program since 2008.
- Participated through the Department of Utilities in City of Sacramento planning activities. The department works with various City departments to encourage inclusion of water quality features when feasible. Projects considered include creek restoration and development of water features for flood control.
- Began Arcade Creek Watershed Management Program with numerous other City, County, state, and regional entities. Organized watershed management stakeholders group in 2001. Completed Arcade Creek feasibility study and Arcade Creek Watershed Management Plan in 2003. Received State Prop 50 grant in 2004 for additional watershed work, including construction of a wetland-filtration detention basin.

Title 13 PUBLIC SERVICES

Chapter 13.16 STORMWATER MANAGEMENT AND DISCHARGE CONTROL

13.16.010 Title.

This chapter shall be known as the Stormwater Management and Discharge Control Code. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.101)

13.16.020 Purpose and intent.

The purpose of this chapter is to protect and promote the health, safety and general welfare of the citizens of the city by controlling nonstormwater discharges to the stormwater conveyance system, by eliminating discharges to the stormwater conveyance system from- spills, dumping, or disposal of materials other than stormwater, and by reducing pollutants in urban stormwater discharges to the maximum extent practicable. This chapter is intended to assist in the protection and enhancement of the water quality of watercourses, water bodies, and wetlands in a manner pursuant to and consistent with the Federal Water Pollution Control Act (Clean Water Act, 33 U.S.C. Section 1251 et seq.), Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.) and National Pollutant Discharge Elimination System (NPDES) Permit No. CAS082597, as such permit is amended and/or renewed. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.102)

13.16.030 Definitions.

A. The following words, when used in this chapter, shall have the following meanings:

“Basin plan” means the water quality control plan for Basin 5A and SB, adopted by the Regional Water Quality Control Board, Central Valley Region in July 1975, and all subsequent amendments.

“Best management practices” means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and education practices, maintenance procedures, and other management practices to prevent or reduce to the maximum extent practicable the discharge of pollutants directly or indirectly to waters of the United States. Best management practices also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, and drainage from raw materials storage.

“City” means the city of Sacramento.

“City manager” means the city manager of the city, or his or her authorized designee.

“Commercial and industrial facilities” means commercial and industrial facilities regulated pursuant to the Commercial/Industrial Program requirements specified in Section C.9 of NPDES Permit No. CA5082597.

“Construction general permit” means the General Permit for Stormwater Discharges Associated with Construction Activities issued and administered by the State of California in accordance with applicable provisions of the Federal Clean Water Act and the Porter-Cologne Water Quality Control Act.

“County stormwater ordinance” means the County of Sacramento’s Stormwater Management and Discharge Control Code, set forth in Chapter 15.12 of the Sacramento County Code, and all subsequent amendments.

“Development” means the construction, building or placement of any structure or portion thereof, or any excavation or grading.

“Director” means the director of the city department of utilities or his or her authorized designee.

“Employee training program” means a documented employee training program that a business may be required to implement pursuant to a stormwater pollution prevention plan for the purpose of educating its employees on methods of reducing discharge of pollutants to the stormwater conveyance system.

“Enforcement agency” means the city department of utilities or any other city department authorized to enforce compliance with this chapter. If the city council and the governing body of another public agency enter into an agreement authorizing that agency to administer and/or enforce some or all of the provisions of this chapter, “enforcement agency” also shall mean the agency designated in the agreement as the agency responsible for administering and enforcing the provisions of this chapter, as provided in the agreement.

“Enforcement official” means the director or any employee or agent of the city authorized to enforce compliance with this chapter. If the city council and the governing body of another public agency enter into an agreement authorizing that agency to administer and/or enforce some or all of the provisions of this chapter, “enforcement official” also shall mean the authorized official(s) of the agency designated in the agreement as the agency responsible for administering and enforcing the provisions of this chapter, as provided in the agreement.

“Illegal discharge” means any discharge to the stormwater conveyance system that violates this chapter, or is prohibited by federal, state, or local laws, or which degrades the quality of receiving waters in violation of any plan standard.

“Industrial general permit” means the General Permit for Stormwater Discharges Associated with Industrial Activities issued and administered by the State of California in accordance with applicable provisions of the Federal Clean Water Act and the Porter-Cologne Water Quality Control Act.

“NPDES permit” means a National Pollution Discharge Elimination System permit issued by the Regional Water Quality Control Board or the State Water Resources Control Board pursuant to Division 7, Chapter 5.5 of the California Water Code (commencing with Section 13370) to control discharges from point sources to waters of the United States.

“Noncommercial vehicle washing” means the washing and/or rinsing of passenger vehicles on private property that is not being conducted as a commercial enterprise.

“Nonstormwater discharge” means any discharge to the stormwater conveyance system that is not entirely composed of stormwater.

“Order 2002-0206” means Regional Water Quality Control Board, Central Valley Region Order No. R5-2002-0206, which constitutes NPDES Permit No. CAS082597, together with all amendments and renewals, on file in the office of the city clerk.

“Person” means any person, firm, corporation, partnership, business, public agency, or any other public or private entity.

“Plan standard” means any or all applicable requirements of the basin plan or any other water quality control standard or requirement approved by the Regional Water Quality Control Board, Central Valley Region, the State Water Resources Control Board or the federal Environmental Protection Agency that applies to any of the receiving waters.

“Pollutant” means any contaminant that can degrade the quality of the receiving waters in violation of any plan standard.

“Premises” means any building, lot, parcel, land or portion of land whether improved or unimproved.

“Receiving waters” means surface bodies of water as described in Order 2002-0206, including creeks and rivers, that serve as discharge points for the stormwater conveyance system.

“Stormwater” means surface runoff and drainage associated with storm events that is free of pollutants to the maximum extent practicable.

“Stormwater conveyance system” means those artificial and natural facilities within the city, whether publicly or privately owned, by which stormwater may be conveyed to a watercourse or waters of the United States, including any roads with drainage systems, streets, catch basins, natural and artificial channels, aqueducts, stream beds, gullies, curbs, gutters, ditches, open fields, parking lots, impervious surfaces used for parking, and natural and artificial channels or storm drains. “Stormwater conveyance system” does not include any facilities that convey stormwater to the city’s combined sewer system that collects and conveys both sanitary sewage and stormwater and surface runoff for treatment in accordance with applicable sewage treatment requirements, and that is regulated by Chapter 13.08 of this code in accordance with the provisions of a separate NPDES permit issued to the city for the combined sewer system.

“Stormwater pollution prevention plan” means a document that describes the best management practices to be implemented by the owner or operator of a business to eliminate prohibited nonstormwater discharges and/or reduce to the maximum extent practicable pollutant discharges to the stormwater conveyance system.

“Unauthorized connection” means any physical connection to the stormwater conveyance system that is not authorized by the city and the Regional Water Quality Control Board, Central Valley Region.

“Watercourse” means any natural stream, whether flowing continuously or not, that is fed from permanent or natural sources, and includes, without limitation rivers, creeks, runs, and rivulets.

B. Any term(s) defined in the Federal Clean Water Act, as amended, and/or defined in the regulations for the stormwater discharge permitting program issued by the Environmental Protection Agency, as amended, and that are not specifically defined in subsection A of this section shall, when used in this chapter, have the same meaning as set forth in such act or regulations. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part): prior code § 87.01.103)

13.16.040 Conflicts with other laws.

In the event of any conflict between this chapter and any federal or state law, regulation, order, or permit, the requirement that establishes the higher standard for public health or safety shall govern. Nothing in this chapter shall preclude enforcement of any other applicable law, regulation, order, or permit. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part): prior code § 87.01.104)

13.16.050 Discharge of nonstormwater prohibited.

Except as provided in Section 13.16.060 of this chapter, it is unlawful for any person to make or cause to be made any nonstormwater discharge. Notwithstanding the exemptions provided by subsections A and B of Section 13.16.060 of this chapter, if the Regional Water Quality Control Board or the enforcement official determines that any otherwise exempt discharge causes or significantly contributes to violations of any plan standard, or conveys significant quantities of pollutants to any receiving waters, or is a nuisance or poses a risk to public health or safety, it is unlawful for any person to make or cause to be made such discharge to the stormwater conveyance system. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part): prior code § 87.01.105)

13.16.060 Exceptions to discharge prohibition.

Subject to the authority granted to the Regional Water Quality Control Board and the enforcement official in Section 13.16.050 of this chapter, the following discharges to the stormwater conveyance system are exempt from the prohibition set forth in Section 13.16.050 of this chapter.

A. Any discharge or connection regulated under a NPDES permit issued to the discharger and administered by the state of California pursuant to Division 7, Chapter 5.5 of the California Water Code, provided that the discharger is in compliance with all requirements of the permit and all other applicable laws and regulations.

B. Discharges from the following activities that do not cause or contribute to the violation of any plan standard:

1. Potable water line flushing and other discharges from potable water sources;

2. Landscape irrigation and lawn watering;
3. Rising ground waters or springs;
4. Passive foundation and footing drains;
5. Water from crawl space pumps and basement pumps;
6. Air conditioning condensate;
7. Noncommercial vehicle washing;
8. Natural flows from riparian habitats and wetlands;
9. Dechlorinated swimming pool discharges that do not contain biocides or other chemicals, excluding filter backwash water;
10. Flows from fire suppression activities, including fire hydrant flows;
11. Diverted stream flows;
12. Uncontaminated ground water infiltration to separate storm sewers; and
13. Potable water used to wash sediment from streets and parking lots associated with construction sites that have been issued a street washing certification by the Department of Utilities and have implemented required best management practices.

C. Any discharge that the enforcement official, the local health officer, or the Regional Water Quality Control Board determines in writing is necessary for the protection of the public health and safety.

D. Any discharge caused by flooding or other natural disaster that could not have been reasonably foreseen or mitigated in advance by the discharger, as determined by the enforcement official. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part): prior code § 87.01.106)

[13.16.070 Groundwater discharges.](#)

Discharges of pumped groundwater not subject to a NPDES permit may be permitted to discharge to the stormwater conveyance system upon written approval from the city and in compliance with conditions of approval set forth by the city. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part): prior code § 87.01.107)

[13.16.080 Discharge in violation of permit.](#)

It is unlawful and a violation of this chapter for any person to make or cause any discharge to the stormwater conveyance system that results in or contributes to a violation of Order 2002-0206. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part): prior code § 87.01.108)

[13.16.090 Illicit connections prohibited.](#)

It is unlawful and a violation of this chapter for any person to establish, use, or maintain any unauthorized connection. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part): prior code § 87.01.109)

13.16.100 Concealment and abetting.

It is unlawful and a violation of this chapter to cause, permit, aid, abet or conceal a violation of any provision of this chapter. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part): prior code § 87.01.101)

13.16.110 Acts potentially resulting in violation of Federal Clean Water Act and/or Porter-Cologne Act.

Any person who violates any provision of this chapter or any provision of any permit issued pursuant to this chapter or any cease and desist order, prohibition, or effluent limitation, or who discharges waste or wastewater that contains pollutants, may also be in violation of the Federal Clean Water Act (33 U.S.C. 1251 et seq.) and/or Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.) and may be subject to the sanctions and remedies of those acts including civil and criminal penalties. The provisions or enforcement of this chapter shall not affect or limit in any way the applicability of those acts nor the enforcement of any sanctions, remedies or penalties under those acts. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part): prior code § 87.01.111)

13.16.120 Reduction of pollutants in stormwater.

Any person engaged in activities that may result in pollutants entering the stormwater conveyance system shall, to the maximum extent practicable, undertake the measures set forth below to reduce the risk of nonstormwater discharge and/or pollutant discharge.

A. Business Related Activities.

1. Stormwater Pollution Prevention Plan. The enforcement official may require any business in the city engaged in activities that may result in a nonstormwater discharge to develop and implement a stormwater pollution prevention plan, that must include an employee training program. Business activities that may require a stormwater pollution prevention plan include, but are not limited to, maintenance, storage, manufacturing, assembly, equipment operations, vehicle loading or fueling, and cleanup procedures that are carried out partially or wholly outdoors.

2. Coordination with Hazardous Materials Release Response Plans and Inventory. Any business for which a hazardous materials release response plan and inventory are required under Chapter 6.95 (commencing with Section 25500) of Division 20 of the California Health and Safety Code, shall include in that plan provisions demonstrating compliance with this chapter, and requiring the release of pollutants to be reduced to the maximum extent practicable.

3. Coordination with Hazardous Waste Generator Contingency Plan and Emergency Procedures. Any business for which a hazardous waste generator contingency plan and emergency procedures are required pursuant to California Code of Regulations, Title 22, Sections 66265.51 to 66265.56, shall include in that plan provisions demonstrating compliance with this chapter, and requiring the release of pollutants to be reduced to the maximum extent practicable.

4. Any person conducting business or industrial activities in the city shall prevent pollutants from entering the stormwater conveyance system and shall comply with all applicable federal, state and local laws, ordinances or regulations.

B. Development.

1. The enforcement official may establish and impose such controls as the enforcement official determines to be appropriate to minimize the long-term, post-construction discharge of stormwater pollutants from new development or modifications to existing development. Controls may include source control measures to prevent pollution of stormwater and/or treatment controls designed to remove pollutants from stormwater.

2. Any person conducting development in the city shall prevent pollutants from entering the stormwater conveyance system and shall comply with all applicable federal, state and local laws, ordinances or regulations, including but not limited to the City Grading, Erosion and Sediment Control Ordinance set forth in Chapter 15.88 of this code.

C. Compliance with General Permits. Any person conducting business, industrial, construction or development activities that are subject to a general stormwater permit issued by the United States Environmental Protection Agency, the State Water Resources Control Board, the Regional Water Quality Control Board, Central Valley Region or the city of Sacramento, including the construction general permit and the industrial general permit, shall comply with all requirements of such permit. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.112)

13.16.130 Compliance with best management practices.

Every person undertaking any activity or use of a premises that may cause or contribute to stormwater pollution or contamination, illegal discharges, or nonstormwater discharges shall: (1) comply with best management practices guidelines or pollution control requirements established or imposed by the enforcement official; and (2) properly operate and maintain any treatment control device or other measures utilized on the premises to prevent or reduce, to the maximum extent practicable, stormwater pollution or contamination, illegal discharges or nonstormwater discharges, as required by the enforcement official. (Ord. 2004-042 § 1 (part))

13.16.140 Containment and notification of spills.

Any person owning or occupying a premises who has knowledge of any release of pollutants or prohibited nonstormwater discharge from the premises that might enter the stormwater conveyance system, other than a release or discharge that is permitted by this

chapter, shall immediately take all reasonable action to contain and abate the release of any pollutants or prohibited nonstormwater discharge, and shall notify the enforcement agency as soon as reasonably possible of the release of any pollutants or prohibited nonstormwater discharge. (Ord. 2004-042 § 1 (part))

13.16.150 Commercial and industrial facilities—Inspection and enforcement by Sacramento County.

A. The city and Sacramento County are co-permittees under NPDES Permit No. CA5082597. The permit requires regular compliance inspections and enforcement at certain commercial and industrial facilities as defined by the permit. Sacramento County operates an inspection, investigation and enforcement program that enforces compliance with environmental and water quality requirements by commercial and industrial facilities located within the County.

B. Under Article 11, Section 8 of the California Constitution, and applicable provisions of the city and Sacramento County Charters, the city and Sacramento County may enter into agreements for Sacramento County to perform specified municipal functions within the city.

C. To provide for effective and efficient administration and enforcement of this chapter with respect to commercial and industrial facilities located on premises within the city that discharge to the stormwater conveyance system, and to ensure compliance with Order 2002-0206, the city council and the Sacramento County Board of Supervisors may enter into an agreement or agreements for Sacramento County to administer and enforce the provisions of this chapter with respect to these commercial and industrial facilities, by including these commercial and industrial facilities in Sacramento County's commercial and industrial compliance program. If the city council and the Sacramento County Board of Supervisors enter into such an agreement or agreements:

1. Sacramento County and its authorized official(s) and employee(s) shall enforce the provisions of this chapter as they apply to commercial and industrial facilities located on premises within the city that discharge to the stormwater conveyance system, in accordance with the provisions of the agreement(s); and

2. Sacramento County, and its authorized official(s) and employee(s), shall be authorized to take any action that may be taken by the "enforcement agency" and "enforcement official," respectively, with respect to these commercial and industrial facilities, in accordance with the provisions of this chapter and the agreement(s); and

3. Sacramento County may establish and collect from these commercial and industrial facilities such fees as may be necessary to cover the actual costs incurred by Sacramento County to include facilities in its commercial and industrial compliance program, provided that the fees are established and collected uniformly within and outside of the city, and in accordance with the provisions of the agreement(s) and all applicable legal requirements. (Ord. 2004-042 § 1 (part))

13.16.160 Inspection authority.

Whenever necessary to make an inspection of any building or premises to enforce any of the provisions of this chapter, or whenever an authorized enforcement official has reasonable cause to believe that there exists in any building or upon any premises any condition that constitutes a violation of this chapter, the enforcement official may enter such building or premises at all reasonable times to perform an inspection, as well as any of the other activities authorized by this section. Any request for entry shall state that the property owner or occupant has the right to refuse entry and if entry is refused, entry may be made upon issuance of a judicial order. If the owner or occupant refuses entry after this request has been made, the enforcement official is empowered to seek authorization from any court of competent jurisdiction for such entry. The enforcement official may request a judicial order authorizing and/or compelling the performance of some or all of the activities authorized by this section.

During any inspection, the enforcement official may collect samples as necessary in order to implement and enforce the provisions of this chapter. This authority shall include the right to require the installation of sampling and metering devices on private property, or to require the person owning or occupying the premises to supply samples.

During any inspection, the enforcement official may require the person owning or occupying the premises to provide any and all records relating to any potential stormwater contamination, illegal discharge, nonstormwater discharge or other violation of this chapter, for review and copying.

The enforcement official shall identify buildings or premises for inspection based upon such reasonable selection processes as the enforcement official determines to be necessary to carry out the objectives of this chapter, including but not limited to: random sampling; sampling in areas with evidence of stormwater contamination, illegal discharge, or nonstormwater discharge to the stormwater conveyance system; and similar factors. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.101)

13.16.170 Monitoring, analysis and reporting authority.

Whenever an authorized enforcement official has reasonable cause to believe that there may exist on any premises a condition that constitutes a violation of this chapter, the enforcement official may require monitoring, analysis and/or reporting of discharges from the premises to the stormwater conveyance system, by serving a written notice of such requirement(s) on the owner of the premises or on the operator of a facility or activity on the premises. The cost of complying with these requirements shall be borne by the owner of the premises or the operator of the facility or activity for which monitoring, analysis and/or reporting has been required, to the extent permitted by law. (Ord. 2004-042 § 1 (part))

13.16.180 Enforcement.

In addition to the exercise of enforcement powers authorized or provided elsewhere in this code, this chapter may be enforced by any of the means set forth in this section.

A. Abatement.

1. Any discharge or condition violating any of the provisions of this chapter is a threat to the public health, safety and welfare and constitutes a public nuisance.

2. The enforcement official may commence and carry out proceedings for the abatement of any discharge or condition violating any provision of this chapter, in accordance with the provisions of Articles V and VI of Chapter 8.04 of this code, commencing with Section 8.04.110 of this code. Such actions or decisions of the enforcement official shall be subject to appeal as provided for in Article V and Article VI of Chapter 8.04 of this code. The notice and order issued by the enforcement official under Section 8.04.110 of this code may require the owner and/or occupant of the subject premises to take any or all of the following actions:

i. Submit and implement a plan approved by the enforcement official for the correction and prevention of the discharge or condition violating any provision of this chapter;

ii. Cease and desist all activities that may cause or contribute to any discharge or condition violating any provision of this chapter;

iii. Clean up any release of pollutants causing or resulting from the violation of any provision of this chapter;

iv. Mitigate any circumstances that may cause or contribute to any discharge or condition violating any provision of this chapter; and

v. Adopt and implement best management practices and/or a stormwater pollution prevention plan approved by the enforcement official.

3. If any violation of this chapter constitutes a seasonal and recurrent nuisance, the enforcement official shall so declare in the notice and order issued pursuant to subsection 2, above. Thereafter, the owner or occupant of the subject premises shall abate such seasonal and recurrent nuisance every year without the necessity of any further notice and order. If at any time the nuisance is not abated as required herein, the enforcement official may summarily abate the condition in accordance with the provisions of Article VII of Chapter 8.04 of this code, commencing with Section 8.04.330 of this code.

4. When, in the opinion of the enforcement official, any discharge from any source to the stormwater conveyance system causes or threatens to cause a condition that presents an imminent hazard to the public health, safety, or welfare, or the environment, or a violation of a NPDES permit, the enforcement official may issue a notice requiring the owner or occupant of the premises where the discharge is occurring to immediately abate the discharge. In any case where the discharge is not immediately abated, or for any reason the owner or occupant of the subject premises does not receive the notice, or the enforcement official determines that time constraints are such that abatement must occur without providing the notice, the enforcement official may summarily abate the condition in accordance with the provisions of Article VII of Chapter 8.04 of this code, commencing with Section 8.04.330 of this code.

5. The owner of any premises in the city from which is made a discharge in violation of this chapter, and any person making or causing to be made the discharge, if different from the owner, shall be jointly and severally liable for the costs incurred by the city for any abatement, clean-up or restoration, including any related inspection and

testing costs, arising from the discharge, and the cost therefor shall be invoiced to the owner of the premises. If the invoice is not paid within sixty (60) days, the enforcement official may commence proceedings for recovery of these costs in accordance with the provisions of Article VIII of Chapter 8.04 of this code, commencing with Section 8.04.370 of this code.

B. Civil Actions.

In addition to any other remedies or penalties provided in this chapter, any violation of this chapter may be enforced by civil action brought by the city attorney. In any such action, the city may seek, as appropriate, any or all available equitable and legal remedies, including but not limited to:

1. A temporary and/or permanent injunction;
2. Assessment of the violator for the costs of any investigation, inspection, testing or monitoring related to the violation, and for the reasonable costs of preparing and bringing legal action under this subsection, including attorney fees, whether for in-house or outside counsel;
3. Costs incurred in removing, correcting, abating, cleaning up, or terminating the adverse effects resulting from the violation;
4. Compensatory damages for damage, loss or destruction to water quality, wildlife, fish and aquatic life, or public health and safety;
5. Payment or reimbursement of any governmental fines or penalties imposed on the city as a result of the violation;
6. Civil penalties imposed either on a daily basis or a per gallon basis, but not both, for any discharge of nonstormwater to the stormwater conveyance system violating any provision of this chapter. Civil penalties imposed on a daily basis shall not exceed five thousand dollars (\$5,000.00) for each day or portion of a day that the discharge occurs, and civil penalties imposed on a per gallon basis shall not exceed ten dollars (\$10.00) for each gallon of the discharge. The amount of civil penalties imposed shall be determined by taking into consideration some or all of the following factors: the nature, circumstances, extent, and gravity of the discharge, whether the discharge is susceptible to cleanup or abatement, the degree of toxicity of the discharge, and, with respect to the violator, the ability to pay, the effect on its ability to continue in business, any voluntary cleanup efforts undertaken, any prior history of violations, the degree of culpability, the economic benefit or savings, if any, resulting from the violation, and such other matters as justice may require.

C. Enforcement by Sacramento County. If the city council and the Sacramento County Board of Supervisors enter into an agreement for Sacramento County to administer and enforce the provisions of this chapter with respect to commercial and industrial facilities located on premises within the city that discharge to the stormwater conveyance system, pursuant to Section 13.16.150 of this chapter, any administrative or civil enforcement by Sacramento County of any provision of this Chapter with respect to such facilities shall be governed by and conducted pursuant to Chapter 15.12 of the Sacramento County Code, and the provisions of subsections A and B of this section shall not apply.

D. Criminal Violations.

1. Any violation of this article shall be punishable as a misdemeanor.

2. The enforcement official shall have and is vested with the authority to arrest or cite and release any person who violates any section of this chapter in the manner provided by the California Penal Code for the arrest or release on citation of misdemeanors or infractions as described by Chapters 5, 5(c), and 5(d) of Title 3, Part 2 of the California Penal Code, including Section 853.6 (as the same may hereafter be amended). It is the intent of the city council that the immunities prescribed in Section 836.5 of the California Penal Code be applicable to public officers or employees acting in the course and scope of employment pursuant to this chapter.

E. Administrative Penalties. In addition to any other remedy or penalty set forth in this chapter or this code, administrative penalties may be imposed pursuant to applicable provisions of Title 1 of this code against any responsible party, whether owner, lessee, sublessor, sublessee or occupant of any premises in violation of any of the provisions of this chapter. Imposition, enforcement, collection and administrative review of administrative penalties imposed shall be conducted pursuant to Title I of this code.

F. Remedies and Penalties Cumulative. The foregoing remedies and penalties are in addition to and do not supersede or limit any and all other remedies and penalties, civil or criminal, including any remedies or penalties authorized for violations of the Federal Clean Water Act or Porter-Cologne Water Quality Control Act. (Ord. 2004-042 § 1 (part): Ord. 98-007 § 1 (part): prior code § 87.01.118)

[13.16.190 Remedies not exclusive.](#)

The remedies provided for in this chapter shall be cumulative and not exclusive. (Ord. 2004-042 § 1 (part): Ord. 98-007 § 1 (part): prior code § 87.01.119)

[13.16.200 Appeal.](#)

A. If a decision or action of the enforcement official is not subject to an appeal procedure under any other provision of this chapter or code, any person who is affected by the enforcement official's decision or action may appeal the decision or action to the city manager within ten (10) days following the effective date of the decision or action, by filing a written appeal with the city manager. Upon receipt of such appeal, the city manager may request a report and recommendation from the authorized enforcement official and shall set the matter for an informal hearing at the earliest practical date. Not less than seven days prior to the date of hearing, the city manager shall provide written notice of the hearing to the person appealing the decision or action of the enforcement official. At the hearing, the appellant may be represented by any person of appellant's choice. The city manager shall hear any additional evidence presented by the appellant or the enforcement official, and may reject, affirm or modify the enforcement official's decision. The city manager's decision shall be the city's final administrative determination of the matter.

B. If the city council and the Sacramento County Board of Supervisors have approved an agreement for Sacramento County to administer and enforce the provisions of this chapter with respect to commercial and industrial facilities located on premises within the city that discharge to the stormwater conveyance system, pursuant to Section 13.16.150 of this chapter, any appeal of any action taken by Sacramento County or its officers or employees with respect to such facilities shall be governed by and conducted pursuant to the Sacramento County Code, and the provisions of this section shall not apply. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.120)

13.16.210 Disclaimer of liability.

The degree of protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific, engineering, and other relevant technical considerations. The standards set forth herein are minimum standards and this chapter does not imply that compliance will ensure that there will be no unauthorized discharge of pollutants into the waters of the United States. This chapter shall not create liability on the part of the city or Sacramento County, nor their respective officers and employees, for any damages that result from reliance on the code or any administrative decision lawfully made thereunder. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.121)

13.16.220 City or county authority.

Except for decisions required to be made by the City Council and/or the Sacramento County Board of Supervisors, the enforcement official is authorized to make any decision on behalf of the city or Sacramento County, as applicable, required or called for by this chapter. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.122)

13.16.230 Judicial review.

The provisions of California Code of Civil Procedure Section 1094.5 and Section 1094.6 are applicable to judicial review of city or Sacramento County decisions pursuant to this chapter. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.1231)

Title 15 BUILDINGS AND CONSTRUCTION

Chapter 15.88 GRADING, EROSION AND SEDIMENT CONTROL

Article I General Provisions and Requirements

15.88.010 Title.

This chapter shall be known as the grading, erosion, and sediment control ordinance of the city of Sacramento, and shall be referred to herein as the “grading ordinance.” (Prior code § 9.31.1501)

15.88.020 Purpose.

The grading ordinance is enacted for the purpose of regulating grading on property within the city limits of the city to safeguard life, limb, health, property and the public welfare; to avoid pollution of watercourses with nutrients, sediments, or other materials generated or caused by surface water runoff; to comply with the city’s national pollution discharge elimination system (NPDES) Permit No. CA0082597, provision D2, issued by the California regional water quality control board; and to ensure that the intended use of a graded site within the city limits is consistent with the city general plan, any specific plans adopted thereto and all applicable city ordinances and regulations. The grading ordinance is intended to control all aspects of grading operations within the city limits of the city. (Prior code § 9.31.1502)

15.88.030 Scope.

The grading ordinance sets forth rules and regulations to control land disturbances, landfill, soil storage, pollution, and erosion and sedimentation resulting from construction activities. The grading ordinance establishes procedures for issuance, administration and enforcement of permits for such activities. Any grading within the city limits of the city shall conform to provisions of the grading ordinance and other applicable provisions of the city code, including but not limited to, the latest edition of the city standard specifications for public works construction, Sacramento city/county drainage manual, and city manual of standards and improvement standards.

The director shall adopt a manual of standards entitled “Administrative and Technical Procedures Manual for Grading, Erosion, and Sediment Control” setting forth the administrative procedures and technical requirements necessary to implement the provisions of the grading ordinance. The director shall have the authority to change, update or revise this manual as necessary at his or her sole discretion, to implement the provisions of the grading ordinance. (Prior code § 9.31.1503)

15.88.040 Administration.

The grading ordinance shall be administered for the city by the department of utilities through the building permit process, improvement plan process or capital improvement project process, as applicable. (Ord. 2001-014 § 2: prior code § 9.31.1504)

15.88.050 Definitions.

Unless the particular provision or the context otherwise requires, wherever the following terms are used in the grading ordinance, they shall have the meaning ascribed to them in this section:

“Applicant” means any person seeking or receiving grading approval, in accordance with the terms of the grading ordinance, to perform grading after the issuance of a building permit or the approval of improvement plans, or to commence grading prior to such issuance or approval.

“Best management practices” means any program, technology, technique, process, siting criteria, operating method, measure or device which controls, prevents, removes or reduces pollution, erosion, and sediment transport, including but not limited to any best management practices required or implemented under the city’s Stormwater Management and Discharge Control Code, set forth in Chapter 13.16.

“City council” means city council of the city of Sacramento.

“Civil engineer” means a professional engineer registered as a civil engineer by the state of California.

“Compaction” means the increase of density of a soil or rock fill by mechanical means.

“Cut (excavation)” means the removal of naturally occurring earth materials by manual or mechanical means, and the conditions resulting therefrom.

“Director” means director of the department of utilities of the city of Sacramento, or his or her authorized designees.

“Drainage waters” means surface waters which collect, or are accumulated, on the ground and which, by means of drainage ways or water courses, flow off the surface to larger rivers, streams, or lakes. Such waters shall include, but are not limited to, natural precipitation and irrigation waters.

“Drainage way” means a depression in the earth’s surface such as a swale, ravine, gully, slough, draw, hollow, or ditch in which surface water collects for drainage.

“Earth material” means any rock, natural soil or fill and/or any combination thereof.

“Embankment (fill)” means the deposit of soil, rock or other materials placed by artificial means and the conditions resulting therefrom.

“Encroachment permit” means a written permit issued by the department of public works authorizing certain work within a publicly maintained right-of-way.

“Engineering geologist” means a registered geologist certified as an engineering geologist by the state of California.

“Erosion” means the washing or wearing away and transportation of earth material as a result of the movement of wind, water, or ice.

“Erosion and sediment control plan (ESC plan)” consists of a set of best management practices or equivalent measures designed to control surface runoff and erosion, retain sediment on a particular site and prevent pollution of site runoff during the period beginning when any preconstruction- or construction-related grading or soil storage first occurs, until all final improvements and permanent structures are completed.

“Excavation (cut)” means the removal of naturally occurring earth materials by manual or mechanical means, and the conditions resulting therefrom.

“Existing grade” means the elevation of the ground surface at a given point prior to excavating or filling.

“Fill (embankment)” means the deposit of soil, rock or other materials placed by artificial means and the conditions resulting therefrom.

“Finish grade” means the final grade of the site after excavating or filling which conforms to the approved final grading plan. The finish grade is also the grade at the top of a paved surface.

“Geologic hazard” means any condition in naturally occurring earth materials which may endanger life, health or property.

“Geotechnical engineer” means a civil engineer registered by the state of California who is qualified in the field of soil mechanics and soil engineering and has the authority to use the title “soil engineer.”

“Grade” means the vertical location of the ground surface.

“Grading” means any land excavation or filling or combination thereof, or the removal, plowing under or burial of vegetative groundcover.

“Grading plan” means a plan prepared in accordance with this chapter showing grading and related work.

“Manual of standards” means a compilation of administrative procedures, technical standards and design specifications adopted by the city of Sacramento for controlling construction-related grading, surface runoff, erosion and sedimentation. This manual of standards shall be titled “Administrative and Technical Procedures Manual for Grading and Erosion and Sediment Control.”

“Owner” means the legal owner of the property where the grading work is to be done, as shown on the latest equalized assessment roll in the office of the county assessor.

“Parcel (lot)” means the land described as a lot or parcel in a recorded deed or shown as a lot or parcel on a subdivision map or parcel map on file in the Sacramento County recorder’s office.

“Permit” means either a building permit or a separate grading permit.

“Person” means any person, firm, corporation, or public agency whether principal, agent, employee, or otherwise.

“Post construction erosion and sediment control plan (PC plan)” means consists of a set of best management practices or equivalent measures designed to control surface runoff and erosion and to retain sediment on a particular site after all final structures and permanent improvements have been erected or installed.

“Preliminary grading plan” means a plan that shows the proposed grading work in relation to the existing site prepared and submitted with the application for a grading permit.

“Rainy season” means the period of the year during which there is a substantial risk of rainfall. For the purpose of this chapter, the rainy season is defined as from October 1st to April 30th, inclusive.

“Rough grade” means the stage at which the grade approximately conforms to the approved plan.

“Sediment” means any material transported or deposited by water, including soil debris or other foreign matter.

“Site” means any lot or parcel of land or combination of contiguous lots or parcels of land, whether held separately or joined together in common ownership or occupancy, where grading is to be performed or has been performed.

“Slope” means an inclined ground surface the inclination of which may be expressed as the ratio of horizontal distance to vertical distance.

“Soil” means all earth material of any origin that overlies bedrock and may include the decomposed zone of bedrock which can be excavated readily by mechanical equipment.

“Vegetation” means plant life or total plant cover of an area.

“Watercourse” means any natural or manmade channel in which water flows continuously or intermittently in a definite direction and course, or which is used for the holding, delay or storage of waters, or which functions at any time to convey or store stormwater runoff. (Ord. 2003-058 §§ 1—2; prior code § 9.31.1505)

15.88.060 Grading approval required.

Except for the specific exemptions listed hereinafter, no person shall do or permit to be done any grading on any site in the of the city without first obtaining approval of such grading from the director in accordance with the provisions of the grading ordinance. (Prior code § 9.31.1506)

15.88.070 Exemptions.

The following grading may be done without obtaining grading approval unless grading approval is required in mitigation monitoring agreements or other conditions of project approval. Exemption from the grading approval requirement shall not be deemed as permission to violate any other provision of this chapter.

A. Minor construction projects which meet all of the following requirements:

1. The volume of material graded is less than fifty (50) cubic yards,
2. The depth of cuts and fills is less than two feet,
3. Any drainageway is not blocked or obstructed and its stormwater carrying capacities are not modified,
4. Slopes are less than ten percent and are not left in an unstable or erodible condition;

B. Single family residential lots less than one-half acre that are not part of a larger common plan and residential infill projects less than one-half acre which also meet the requirements of subsection A of this section;

C. Excavations in connection with a swimming pool authorized by a valid building permit;

D. Grading necessary for agricultural operations unless the failure of any cut or fill created by such grading could endanger any structure intended for human or animal occupancy or any public road, or could obstruct any watercourse or drainageway;

E. Exploratory excavations of less than three hundred fifty (350) cubic yards under the supervision of a geotechnical engineer;

F. Routine cemetery excavations and fills;

G. Performance of emergency work necessary to protect life or property when an urgent necessity therefor arises. The person performing such emergency work shall notify the director promptly of the problem and work required;

H. An excavation below finished grade for basements and footings of a building authorized by a valid building permit;

I. Refuse disposal sites controlled by Title 23, Chapter 15, of the California Code of Regulations;

J. The repair and maintenance of levees for river and local drainage control performed by a governmental agency. (Prior code § 9.31.1507)

15.88.080 Grading approval.

Grading approval may be issued by the director in connection with the issuance of a building permit or the approval of improvement plans, or where grading is commenced prior to such issuance or approval, through the issuance of a separate grading permit. (Prior code § 9.31.1508)

15.88.090 Conditions of grading approval.

A. No grading shall be approved unless the project conforms with the city's general plan, any adopted specific or community plans, and applicable city ordinances, including the zoning ordinance and the subdivision ordinance.

B. Where the California Environmental Quality Act (CEQA) requires the preparation and approval of environmental documents concerning a project which will result in grading for which a grading permit is required under this chapter, no grading shall be approved until all CEQA requirements have been met, including but not limited

to mitigation measures relating to protection of threatened and endangered species under applicable federal and state endangered species laws. Where the land proposed to be graded is located within the North Natomas Community Plan Area or the South Natomas Community Plan Area, grading permits may be issued, provided that the conditions contained in Section 15.88.091 are satisfied.

C. Where a proposed grading project requires the filing of a tentative map or the intended use requires approval of a discretionary zoning permit or variance, grading may also require approval from the city planning and building department.

D. Work shall be performed in accordance with the provisions of the grading ordinance and the applicable criteria set forth in the manual of standards.

E. Grading approval shall be limited to work shown on the grading plans as approved by the director. The director may impose any condition deemed necessary to protect the health, safety, and welfare of the public, to prevent the creation of a hazard to public or private property, and/or to assure proper completion of the grading, including but not limited to the following:

1. Mitigation of adverse environmental impacts as disclosed by any environmental document findings, including but not limited to those matters specified in subsection B of this section;

2. Improvement of any existing grading to comply with the standards of the grading ordinance;

3. Requirements for fencing or other protection of grading which would otherwise be hazardous;

4. Requirements for dust, erosion, sediment and noise control, hours of operation and season of work, access roads and haul routes;

5. Requirements for safeguarding watercourses, whether natural or manmade, from excessive deposition of sediment or debris. In no case shall deposition of sediment or debris cause an exceedance of applicable water quality standards;

6. Assurance that the land area in which grading is proposed and for which habitable structures are proposed is not subject to hazards of land slippage or significant settlement or erosion and that the hazards of flooding can be eliminated or adequately reduced;

7. Requirements for safeguarding existing water wells. (Ord. 2001-021 § 1; Ord. 2001-014 § 3; prior code § 9.31.1509)

15.88.091 Requirements for development projects in North and South Natomas.

The city manager is authorized to issue grading permits within the North Natomas Community Plan Area and the South Natomas Community Plan Area only if the city manager finds that the applicant meets all the requirements of subsections A, B, C and D of this section.

A. The applicant has paid to the city (in addition to the “catch-up fee” required by Ordinance No. 2002-018) the full amount of the habitat-conservation fees that have been assessed by the city pursuant to the April 2003 Natomas Basin Habitat Conservation Plan and are then in effect (HCP Fees), including the entire amount and all elements of any increased HCP fees adopted by the Natomas Basin Conservancy (“NBC”) and by the city pursuant to a validly enacted ordinance or resolution. The city anticipates receiving an adopted fee increase proposal from the NBC for consideration and adoption. The city shall not issue any grading permit until such time as the entire amount of, and all elements of, the anticipated HCP fee increase become effective or the city has otherwise secured from the applicant a written and unconditional agreement to pay the entire amount of, and all elements of, the increased HCP fees. All HCP fee increases will be included within the obligations to be covered by the agreement required under subsection D of this section.

B. If the applicant prepaid its HCP fees in an amount less than the HCP fees in effect when the grading permit is issued, the applicant has paid a catch-up fee in accordance with Ordinance No. 2002-018 and has paid an amount equal to its fair share of the amount of any HCP fee increase, on a per-acre basis, as reasonably determined by the city.

C. In lieu of the land-acquisition component of any HCP fee required to be paid under subsections A and B of this section, the applicant has transferred to the city or to the NBC fee title or a conservation easement in perpetuity for mitigation land, at the ratio of 0.5 acre of mitigation land for each acre for which the city issues a grading permit, and the applicant has paid other components of the applicable fees. If the number of acres transferred by an applicant to the city or to NBC exceeds the number of acres required to comply with the 0.5:1 mitigation formula set forth in the April 2003 Natomas Basin Habitat Conservation Plan (NBHCP), the city shall grant the applicant a credit against the land-acquisition component of any HCP fee to be paid in the future or, at the applicant’s option, the city (either directly or through the NBC) shall pay the applicant, in cash, an agreed-upon amount not to exceed the fair market value of the excess acres of land transferred to the city or to NBC.

D. The applicant has executed an agreement, in a form acceptable to and approved by the city attorney, that requires the applicant and its successors in interest to do the following:

1. Comply with all provisions of the NBHCP;

2. Comply with the Incidental Take Permit and the State Incidental Take Authorization issued in conjunction with the NBHCP;

3. Pay all applicable fee increases and additions, whether adopted by the city before or within six months after issuance of the grading permit (but an applicant who has been specifically and expressly asked by the city manager or designee to pay HCP fees earlier than the date of issuance of a grading permit, and who in fact makes the requested early payment, shall not be subject to the “catch up” provisions of this clause); and

4. Release, defend, and fully indemnify the city and its officers, employees, and agents from and against all costs and damages, including attorney’s fees, that may arise in connection with the city’s issuance of a grading permit to the applicant, including but not limited to claims (procedural or substantive) that relate to HCP fee increases adopted by the city and arise under California’s Mitigation Fee Act (title 7, division 1 of the Government Code, at chapters 6, 7, 8, and 9). (Ord. 2003-031 § 1: Ord. 2002-023 § 1; Ord. 2001-021 § 2)

15.88.100 Liability.

Neither issuance of grading approval under the provisions of the grading ordinance nor compliance with the provisions hereof or with any conditions imposed in a permit issued hereunder shall relieve any person from responsibility for damage to any person or property or impose any liability upon the city for damage to any person or property. (Prior code § 9.31.1510)

15.88.110 Scope of approval.

The issuance of grading approval shall not be construed as an approval of any action or condition constituting a violation of the provisions of the grading ordinance or of any other applicable laws, ordinances, rules or regulations. (Prior code § 9.31.1511)

15.88.120 Water obstruction.

No person shall do or permit to be done any grading which may obstruct, impede, or interfere with the natural flow of storm waters, whether such waters are unconfined upon the surface of the land or confined within land depressions, natural drainage ways, unimproved channels, watercourses, improved ditches, channels or conduits, in such manner as to cause flooding where it would not otherwise occur, aggravate any existing flooding condition or cause accelerated erosion except where said grading is in

accordance with all applicable laws including, but not limited to, the provisions of the grading ordinance. (Prior code § 9.31.1512)

15.88.130 Levee work.

No person shall excavate or remove any material from or otherwise alter any levee adjacent to any river, creek, bay, or local drainage control channel, without prior approval of the governmental agency or agencies responsible for the operation and/or maintenance of the levee. (Prior code § 9.31.1513)

15.88.140 Construction in public right-of-ways.

No person shall perform any grading work within the right-of-way of a public road or street, or within a public easement, without prior written approval of the director, and without obtaining a city encroachment permit. (Prior code § 9.31.1514)

15.88.150 Hazards.

Whenever the director determines that any grading on private property constitutes a condition which could endanger persons or property, or could adversely affect the safety, use or stability of adjacent property, or an overhead or underground utility, or any public way, watercourse or drainage channel, or could adversely affect the water quality of any water bodies or watercourses, the owner of the property upon which the condition is located, or other person or agent in possession or control of said property, upon receipt of notice in writing from the director, shall, within the period specified therein, stop all work. The director may require the submission of plans, soil or geological reports, detailed construction recommendations, drainage study or other engineering data prior to and in connection with any work or activity proposed or required to correct such condition. (Prior code § 9.31.1515)

15.88.160 Not retroactive.

The provisions of the grading ordinance shall not apply to planned or existing construction for which all previously necessary permits and approvals were obtained prior to the effective date of the ordinance codified in this chapter. (Prior code § 9.31.1516)

Article II Application for Grading Approval

15.88.170 Filing of application for grading approval—Permit.

Applications for permits shall be obtained from and filed with the department of planning and development, building inspections division. Each application shall include a plan checking fee, the preliminary or final grading plans and a statement of the intended use of the site. Only one application and permit is allowed for grading work to be done on a site. The director shall determine whether the application is complete in accordance with provisions of Article III of this chapter herein and may require additional information from the applicant before accepting the application as complete. The applicant shall be notified within ten (10) working days if the application is deemed incomplete, and of the requirements for completing the application. (Prior code § 9.32.1601)

15.88.180 Improvement plans in lieu of application for permit.

Where a subdivision improvement plan is being processed in conjunction with either an approved tentative, parcel, or final map; or a site plan is being processed in accordance with the provisions of this code, such plan shall also be considered as an application for grading approval. Such plans shall be reviewed and approved, conditionally approved or denied in accordance with the standards and requirements set forth in the grading ordinance and other applicable city specifications. If an improvement plan or site plan is approved, then a separate grading permit shall not be required. Approval of the improvement plans constitutes approval of the grading work intended. (Prior code § 9.32.1602)

15.88.190 Grading prior to issuance of building permit or approval of improvement plans.

Applicants for a permit to allow grading prior to issuance of a building permit or approval of improvement plans shall meet the following requirements:

A. Preliminary grading plan shall be submitted for review and approval by the director. This plan shall conform to the requirements of the grading ordinance and any applicable conditions placed on the project as a result of any formal discretionary permit process. The applicant shall acknowledge that any additional grading or revisions to work necessitated by conflicts discovered during the improvement plan check or subsequent construction will be corrected at the applicant's expense.

B. Both erosion and sediment control plans in accordance with provisions of Article III of this chapter, plans and specifications, of the grading ordinance shall be submitted for review and approval by the director.

C. A winterization certification shall be submitted for review and approval by the director in accordance with Section 15.88.270 of this chapter.

D. Plan check and inspection fee deposit shall be required in the amount of the full plan check fee applicable at the time of submittal in accordance with Section 15.88.310 of this chapter.

E. No grading permit shall be issued until all applicable CEQA requirements have been met. (Prior code § 9.32.1603)

[15.88.200 Referral to other public agencies.](#)

The director may refer the application to other interested public agencies for their recommendations. (Prior code § 9.32.1604)

[15.88.210 Permission of other agencies or owners.](#)

No application for grading approval shall relieve the applicant of responsibility for securing other permits or approvals, including but not limited to those specified in Section 15.88.090, subsection B, required for work which is regulated by any other department or other public agency, or for obtaining any easements or authorization for grading on property not owned by the applicant. Proof of applicable public agency permits may be required prior to issuance of grading approval. (Ord. 2001-014 § 4: prior code § 9.32.1605)

[Article III Plans and Specifications](#)

[15.88.220 Application—Plans.](#)

Five complete sets of plans, as determined by the director, including but not limited to, profiles, cross-sections, topographic maps, erosion and sediment control plans, and accompanying specifications shall be submitted to the director with each application for grading approval or when otherwise required by the director for enforcement of any provision of this chapter. At the time of application, the applicant may provide preliminary grading plans. Prior to the issuance of grading approval, the applicant must furnish final grading plans and all erosion and sediment control plans. Preliminary grading plans with appropriate changes and additions thereto may be accepted as final grading plans. When the final grading plans and other required documents have been approved, grading approval will be issued by the director. The work shall be done in strict compliance with the approved plans and specifications which shall not be changed

or altered except in accordance with the provisions of this chapter. (Prior code § 9.33.1701)

15.88.230 Preliminary grading plans.

Preliminary grading plans provide for review and determination of grading requirements prior to approval of final plans and issuance of grading approval. Precise design at this stage is not required. The plans shall be clearly and legibly drawn and entitled “preliminary grading plan,” and shall contain a statement of the purpose of the proposed grading, and shall include all of the information required in the Manual of Standards, Chapter 2, Section 2. (Prior code § 9.33.1702)

15.88.240 Final grading plans.

Final grading plans and specifications shall be prepared and signed by a registered civil engineer, except as otherwise provided herein. In addition to all requirements for preliminary grading plans, the final plans shall include the information required in the Manual of Standards, Chapter 2, Section 2. The director may waive the requirement that all plans and specifications be prepared and signed by a registered civil engineer if the grading would not endanger the public health, safety, or welfare as determined by the director and would not involve or require any of the following:

- A. Cuts and fills with a combined total of three hundred fifty (350) cubic yards or more;
- B. An access road serving five or more existing or proposed residences;
- C. A cut or fill that is located so as to cause unduly increased pressure or reduce support upon adjacent structure of property;
- D. The construction of any drainage or sediment control structures, culverts, or facilities or alteration of any existing drainage course;
- E. The creation or aggravation of an unstable slope condition. (Prior code § 9.33.1703)

15.88.250 Erosion and sediment control plans (ESC plan).

An ESC plan shall be prepared for all projects to control surface runoff and erosion and to retain sediment on a particular site and prevent pollution of site runoff during the

period beginning when any preconstruction- or construction-related grading or soil storage first occurs, until all final improvements and permanent structures are complete. The ESC plan shall be prepared and submitted concurrently with the final grading plan. The ESC plan may be incorporated on the same plan sheet as the final grading plan unless it makes the sheet cluttered, or it may be submitted on a clean separate sheet. The separate sheet shall be drawn clearly and legibly and entitled "erosion and sediment control plan," shall contain a statement of the purpose of the proposed best management practices to be used, and shall include all of the information required and contained in the Manual of Standards, Chapter 2, Section 3. (Ord. 2003-058 § 3; prior code § 9.33.1704)

15.88.260 Postconstruction erosion and sediment control plan (PC plan).

The PC plan shall be prepared for all projects to control surface runoff and erosion and retain sediment on a particular site after all planned final improvements and/or structures have been installed or erected. The PC plan shall be prepared and submitted concurrently with the final grading plan. The PC plan shall be drawn clearly and legibly, and entitled "postconstruction erosion and sediment control plan." The PC plan shall contain a statement of the purpose of the proposed best management practices to be used to secure the project after completion, and shall include all of the information required and contained in the Manual of Standards, Chapter 2, Section 4. (Prior code § 9.33.1705)

15.88.270 Winterization certification.

A winterization certification shall be submitted no later than September 15th for all projects where any construction will occur between October 1st and April 30th. Construction that will occur solely in the summer months, between May 1st and September 30th will not be required to submit a winterization certification. The winterization certification shall consist of a written statement or descriptive plan sheet from the owner certifying that the project under construction is prepared for an event which will stop construction, such as rain or snow, that all ESC plan best management practices are in place and operating correctly, that housekeeping practices are maintained and that the site can be left or abandoned safely for an extended period of time during the rainy season without causing any erosion and sediment control problems. If a winterization certification is required and has not been submitted and approved prior to September 16th, the grading approval will be suspended until a winterization certification is submitted and approval obtained. Refer to the Manual of Standards, Chapter 4, Section 5, for additional information regarding winterization certification. (Prior code § 9.33.1706)

15.88.280 Modification of approved plans.

Any modifications of an approved final plan shall be submitted in writing to the director, who shall approve or deny such modification in his or her sole discretion. All necessary soils and geological information and design details shall accompany any proposed modification. Any modification shall be compatible with all subdivision map or land use requirements. (Prior code § 9.33.1707)

15.88.290 General design standards.

Any activities performed under the authority of the grading ordinance, including but not limited to grading, excavation, soil storage, soil transportation, erosion and sediment control measures, shall conform to the general design standards set forth in the Manual of Standards, Chapter 3. (Prior code § 9.33.1708)

Article IV Permit Requirements

15.88.300 General.

The director shall issue grading approval if final grading plans satisfy the provisions of the grading ordinance and the Manual of Standards. The director shall identify the provision, requirement, or condition which has not yet been met or performed by the applicant in the event the issuance of grading approval is denied. (Prior code § 9.34.1801)

15.88.310 Fees.

A. The applicant shall pay a fee to cover the city's costs of reviewing plans, specifications, reports and other materials related to grading approval and performing all engineering services, field investigations, inspections, routine laboratory tests of materials and compaction or other work or services in connection with the issuance of grading approval or to determine or enforce compliance with any requirement or provision set forth in this chapter or in Chapter 13.16.

B. The fee or fees required by subsection A shall be established from time to time by resolution of the city council and shall be paid to the director either before grading approval is issued or before the issuance of a building permit, or both in accordance with the fee schedule adopted by resolution of the city council. The director may charge additional fees in any case where the city incurs costs that are not covered by the initial fee payment(s).

C. If grading work is done in violation of the grading ordinance or does not comply with the terms and conditions of a grading approval issued for such grading, the violator is required to pay the city for all costs actually incurred by the city to inspect or

investigate such violation and to perform inspection and plan checking of work required to correct the violation. (Ord. 2003-058 § 4; prior code § 9.34.1802)

15.88.320 Progress report.

Applicant shall submit periodic progress reports on specified calendar dates and at commencement and completion of specified grading and erosion and sediment control operations. The dates upon which such reports are required and their content shall be as required by the director in the grading approval. (Prior code § 9.34.1803)

15.88.330 Submit record construction drawings.

The applicant shall submit to the director record construction drawings of the final grading plan and erosion and sediment control plans following completion of grading operations. (Prior code § 9.34.1804)

15.88.340 Performance of work—Inspection.

The director may inspect any work done pursuant to the grading ordinance at any time during the course of construction. No person shall be deemed to have complied with the grading ordinance until a final inspection of the work has been made by the director. As a condition of any grading approval, the applicant shall provide the city a right-of-entry and reasonable access, in accordance with Section 15.88.470 of this chapter, to the site during the performance of all work and for a minimum period of one year after acceptance by the director of all improvements pursuant to the grading ordinance. (Prior code § 9.34.1805)

15.88.350 Location of property lines.

Prior to any grading work or related activities, the owner must flag all property corners of the parcel of land to be graded. If the property corners are unknown, or whenever the location of a property line or easement or the title thereto is disputed during the application process or during a grading operation, a survey by a licensed land surveyor or civil engineer or other resolution of the title dispute, all at the expense of the applicant, may be required by the director. (Prior code § 9.34.1806)

15.88.360 Other responsibilities of applicant.

A. Protection of Utilities. The applicant shall be responsible for the prevention of damage to any public utilities or services.

B. Protection of Adjacent Property. The applicant shall be responsible for the prevention of damage to adjacent property. No person(s) shall excavate on land that is so close to the property line as to endanger any adjoining public street, sidewalk, alley, structure or other public or private property or easement without supporting and protecting such property from any damage which might otherwise result.

C. Advance Notice. The applicant shall notify the director at least twenty-four (24) hours prior to the start of work.

D. Erosion and Sediment Control. It shall be the sole responsibility of the applicant to prevent discharge of sediment from the site, in quantities greater than before the grading occurred, to any watercourse, drainage system, or adjacent property.

E. Compliance with Stormwater Management and Discharge Control Code. At all times during the preconstruction and construction of any project for which grading approval is issued until all final improvements and permanent structures are complete, the applicant shall fully comply with all applicable requirements of the city's Stormwater Management and Discharge Control Code, set forth in Chapter 13.16. (Ord. 2003-058 § 5; prior code § 9.34.1807)

15.88.370 Time limits.

All the work required by the permit or grading approval shall be completed within the time limits specified in the permit or approval. If the work cannot be completed within the specified time, a request for an extension of time setting forth the reasons for the requested extension shall be presented in writing to the director no later than thirty (30) days prior to the expiration of the permit or approval. The director shall in his or her sole discretion approve or deny such request. The director may require a new application and fees depending on the time between the expiration date and the extension request, revisions in city regulations, and/or changed circumstances in the immediate area. (Prior code § 9.34.1808)

15.88.380 Transfer of grading approval.

No approval or permit issued under the grading ordinance may be transferred or assigned in any manner whatsoever, without the express written consent of the director. (Prior code § 9.34.1809)

15.88.390 Improvement security required.

A. As a condition for the issuance of grading approval, the director may require the deposit of an improvement security in an amount deemed sufficient by him or her to assure faithful performance of the grading work in the event of default on the part of the applicant. Said security shall be in a form acceptable to the city.

B. In the case of subdivisions, the improvement security shall remain in effect until final inspections have been made and all grading work and subdivision improvements have been accepted by the city.

C. For projects other than subdivisions, the improvement security shall remain in effect until final inspections have been made and all grading work has been accepted by the director.

D. In addition to the improvement security, the director may also require the deposit of maintenance security in an amount deemed sufficient by him or her to guarantee and maintain the grading work performed, to assure the proper functioning of drainage systems and adequate erosion and sedimentation control. Said maintenance security shall be in a form acceptable to the city and shall remain in effect for a period of one year after the date of acceptance of the improvements or grading work, as designated in subsections B and C of this section, or such other periods of time as required by the director.

E. Any deposit required by the director pursuant to this title shall be payable to the city.

F. Upon failure to complete the work, failure to comply with all of the terms of the grading ordinance, or failure of the completed site to function properly to provide proper drainage or erosion and sedimentation control, the city may do the required work, or cause it to be done and collect from the applicant or surety all costs incurred thereto, including administrative and inspection costs. Any unused portion of a deposit shall be refunded to the applicant after deduction by the city of the cost of the work. (Prior code § 9.34.1810)

15.88.400 Appeals.

Appeals of any decision made pursuant to the grading ordinance shall be made to the construction codes advisory and appeals board in writing, setting forth the specific grounds therefor. Such appeals shall be heard and determined in accordance with the procedures set forth in Chapter 2.48 of this code. (Prior code § 9.34.1811)

[Article V Enforcement](#)
[15.88.410 Enforcement official.](#)

The director shall enforce the provisions of the grading ordinance. (Prior code § 9.35.1901)

[15.88.420 Suspension and revocation of grading approval.](#)

The director may suspend or revoke grading approval for good cause. In the event that a suspension or revocation is appealed to the construction codes advisory and appeals board, no work shall be performed pending appeal except as expressly authorized, in writing, by the director. (Prior code § 9.35.1902)

[15.88.430 Stop work order.](#)

A. Whenever any work is being done in violation of the provisions of the grading ordinance or any other applicable law, ordinance, rule or regulation, the director may order the work stopped by serving written notice of such violation on any persons engaged in, doing, or causing such work to be done. Any such person shall forthwith stop such work until authorized by the director to proceed with the work. If there are no persons present on the premises, the notice shall be posted in a conspicuous place. The notice shall state the nature of the violation. Any person violating a stop work order shall be guilty of an infraction.

B. Upon receipt of or knowledge of the existence of such stop work notice, the person performing the work shall:

1. Stop work immediately; and
2. Within twenty-four (24) hours, provide the director with a list of remedies which can be immediately undertaken to bring the work into compliance with this title; and
3. Within twenty-four (24) hours after acceptance of such remedies by the director, undertake at the violator's expense, such action as is necessary to bring the work into compliance with this title.
4. If engineering work is required to identify and define the proper course of action, as determined by the director, such work shall be provided by the violator at no cost to the city. (Prior code § 9.35.1903)

15.88.440 Abatement of unlawfully created conditions.

A. Any condition in violation of the grading ordinance is declared to be a public nuisance, subject to abatement in accordance with Title 8 of this code. In the event that the director determines that a violation has created a condition which is of such a nature to be imminently dangerous to the public health, safety or welfare, such condition may be abated in accordance with the summary abatement procedures set forth at Chapter 8.04, et seq. of this code.

The following conditions are declared to constitute an imminently dangerous condition:

1. When a violation has altered natural drainage patterns and has caused flooding to any downstream or upstream property; or
2. When a violation results in a condition which creates a drainage alteration such that upstream or downstream property may be flooded when weather conditions change and the owner, lessee, or licensee of the property on which the violation exists cannot be found; or
3. When a violation results in a hazard, requiring immediate correction for the preservation of the public health, safety, or welfare; or
4. When a violation results in a discharge or release of significant amounts of sediment which causes or threatens to cause flooding, property damage, or unsafe conditions.

B. The costs incurred by city to abate any nuisance caused by a violation of the grading ordinance shall be assessed against the subject property as a lien or made a personal obligation to the owner of the property as provided in Chapter 8.04, et seq. of this code. Such costs may include, but shall not be limited to, the following:

1. Engineering and design costs;
2. Contractor service bills or public employee wages at cost;
3. Administrative overhead and supervision based on ten (10) percent of all other costs incurred;
4. Interest which shall accrue and be billed at the rate of ten (10) percent of all unpaid amounts from the date of billing;
5. Attorney fees and costs.

C. The abatement procedures set forth in this section are cumulative and in addition to any other rights or remedies which are or may be available to city to correct or cause to

be corrected any violation of the grading ordinance, or to abate a condition which is otherwise a public nuisance. (Prior code § 9.35.1904)

15.88.450 Infraction.

Any person violating any provision of the grading ordinance shall be guilty of an infraction. (Prior code § 9.35.1905)

15.88.460 Nonexclusive remedies.

The remedies provided herein are not exclusive, and are in addition to any other remedy or penalty provided by law for violation of the grading ordinance. (Prior code § 9.35.1906)

15.88.470 Right of entry.

Whenever necessary to enforce the provisions of the grading ordinance, the director may enter the premises at all reasonable times to the extent authorized by law to perform any duty imposed by the grading ordinance. If such entry is refused, the director shall have recourse to every remedy provided by law to secure entry. (Prior code § 9.35.1907)



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Statement of Legal Authority

Introduction

This Statement is provided pursuant to the Waste Discharge Requirements for the Cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento, and the County of Sacramento, for Storm Water Discharges from Municipal Separate Storm Sewer Systems in Sacramento County, NPDES No. CAS082597, Order No. R5-2008-0142, issued by the California Regional Water Quality Control Board Central Valley Region on September 11, 2008 (hereafter referred to as the "Order"). Section D.6. of the Order provides as follows:

6. *Each Permittee shall provide to the Executive Officer a statement certified by its chief legal counsel that it has adequate legal authority to implement and enforce each of the requirements contained in 40 CFR 122.26(d)(2)(i)(A-F) and this Order, including any modifications thereto in effect when the certified statement is provided. This statement shall be included in Permittees' revised SQIP(s), which shall describe the following:*
 - a. *Citation of urban runoff related ordinances adopted by the Permittees and the reasons they are enforceable;*
 - b. *Progressive enforcement policy and how it will be effectively implemented;*
 - c. *Identification of the local administrative and legal procedures available to mandate compliance with urban runoff related ordinances and therefore with the conditions of this Order;*

- d. *Description of how these ordinances are implemented and how enforcement actions under these ordinances may be appealed; and*
- e. *Description of whether the municipality can issue administrative orders and injunctions or if it must go through the court system for enforcement actions.*
- f. *Description of the Permittee's storm water management structure. There might be different departments that are to develop, implement, and enforce various components of the program. Summarize how the various departments communicate and coordinate activities.*

The following Statement is provided to comply with this requirement, with respect to the City of Sacramento ("City"):

Statement of Legal Authority

a. Citation of urban runoff related ordinances adopted by the Permittee and the reasons they are enforceable:

The primary City ordinance that regulates urban runoff that discharges to the City's MS4 is the City's Stormwater Management and Discharge Control Code, set forth at Chapter 13.16 of the Sacramento City Code. A copy of this ordinance is attached to this Statement as **Exhibit A**.

Another City ordinance that regulates urban runoff and therefore indirectly regulates discharges to the MS4 is the City's Grading, Erosion and Sediment Control Ordinance, set forth at Chapter 15.88 of the Sacramento City Code. A copy of this ordinance is attached to this Statement as **Exhibit B**.

The foregoing ordinances are enforceable because they were duly adopted by the Sacramento City Council and constitute valid municipal enactments that may be enforced by the City pursuant to the City's powers as a charter municipality, as described in section 10 of the Sacramento City Charter:

§ 10 General powers.

The city shall have the right and power to make and enforce all the laws and regulations in respect to municipal affairs, subject only to the restrictions and limitations provided in this Charter; provided that nothing herein shall be construed to prevent or restrict the city from exercising or consenting to, and the city is

hereby authorized to exercise, any and all rights, powers and privileges heretofore or hereafter granted or prescribed by the general laws of the state including those specifically applicable to general law cities; provided, also that where the general laws of the state provide a procedure for the carrying out and the enforcement of any rights or powers belonging to the city, said procedure may be followed unless a different procedure is provided or required by the Charter, ordinance or resolution.

b. Progressive enforcement policy and how it will be effectively implemented:

The City's Stormwater Management and Discharge Control Code (Exhibit A) can be enforced through the issuance of administrative penalties pursuant to the provisions of the City's administrative penalty ordinance set forth in City Code section 1.28.010, subsection D (copy attached to this Statement as **Exhibit C**). The City's progressive enforcement policy for the issuance of administrative penalties is described in the Policy for Determining Administrative Penalties for Prohibited Non-Stormwater Discharges attached to this Statement as **Exhibit D**. This policy is effectively implemented by City employees authorized to enforce compliance with the Stormwater Management and Discharge Control Code.

c. Identification of the local administrative and legal procedures available to mandate compliance with urban runoff related ordinances and therefore with the conditions of this Order:

The local administrative and legal procedures available to mandate compliance with the City's Stormwater Management and Discharge Control Code are set forth in Chapter 13.16 of the Sacramento City Code (Exhibit A). The procedures available to mandate compliance with the City's Grading, Erosion and Sediment Control Ordinance are set forth in Chapter 15.88 of the Sacramento City Code (Exhibit B). In addition, administrative penalties may be imposed for violations of the Stormwater Management and Discharge Control Code and the Grading, Erosion and Sediment Control Ordinance pursuant to the City's administrative penalty ordinance (Exhibit C).

d. Description of how these ordinances are implemented and how enforcement actions under these ordinances may be appealed:

The procedures available to mandate compliance with the City's Stormwater Management and Discharge Control Code are implemented by the City "enforcement official," defined in the code as the City's Director of Utilities or any employee or agent of the City authorized to enforce compliance with the Code. In addition, some enforcement actions may involve the participation of other City staff or departments, such as the City Attorney's Office. Procedures for appealing enforcement actions under the City's Stormwater Management and Discharge Control Code are set forth in City Code section 13.16.200 (included in Exhibit A).

The Stormwater Management and Discharge Control Code also provides that if the Sacramento City Council and the governing body of another public agency enter into an agreement authorizing that agency to administer and/or enforce some or all of the provisions of the Code, "enforcement official" also shall mean the authorized official(s) of the agency designated in the agreement as the agency responsible for administering and enforcing the Code, as provided in the agreement. The City has entered into such an agreement with Sacramento County authorizing Sacramento County to administer and enforce the provisions of the City's Stormwater Management and Discharge Control Code with respect to commercial and industrial facilities located in the City. Administrative or civil enforcement actions taken by Sacramento County with respect to such facilities are governed by and conducted pursuant to the County's Stormwater Ordinance, set forth in Chapter 15.12 of the Sacramento County Code, attached to this Statement as **Exhibit E**. Procedures for appealing Sacramento County enforcement actions are set forth in Sacramento County Code section 15.12.540 (included in Exhibit E).

The City's Grading, Erosion and Sediment Control Ordinance is administered for the City by the Department of Utilities through the building permit process, improvement plan process or capital improvement project process, as applicable. (See City Code section 15.88.040, included in Exhibit B.) The Director of the Utilities Department or his or her authorized designees are responsible for implementing the enforcement provisions of the ordinance, which are set forth in Article V of City Code Chapter 15.88, beginning with City Code section 15.88.410 (included in Exhibit B). Procedures for appealing any decision made pursuant to the ordinance are set forth in City Code section 15.88.400 (included in Exhibit B), and Chapter 2.48 of the City Code (copy attached to this Statement as **Exhibit F**).

e. Description of whether the municipality can issue administrative orders and injunctions or if it must go through the court system for enforcement actions.

The City's administrative enforcement powers under the City's Stormwater Management and Discharge Control Code are described in City Code section 13.16.180 (included in Exhibit A). These powers include the implementation of administrative procedures to abate any discharge or condition violating the Code, which are undertaken pursuant to City Code section 13.16.180(A), and Articles V through VIII of Chapter 8.04 of the City Code (copy attached to this Statement as **Exhibit G**), and the imposition of administrative penalties pursuant to the City's administrative penalty ordinance (Exhibit C). City Code section 13.16.180 also authorizes the commencement of civil actions seeking various remedies, and grants arrest and citation authority to any authorized enforcement official.

The City's administrative enforcement powers under the City's Grading, Erosion and Sediment Control Ordinance are set forth in Article V of City Code Chapter 15.88, beginning with City Code section 15.88.410 (included in Exhibit B). The powers include the suspension or revocation of grading approval, the issuance of stop work orders and the abatement of unlawfully created conditions, as described therein. The City also may impose administrative

penalties for violations of the Grading, Erosion and Sediment Control Ordinance, pursuant to the City's administrative penalty ordinance (Exhibit C).

- f. Description of the Permittee's storm water management structure. There might be different departments that are to develop, implement, and enforce various components of the program. Summarize how the various departments communicate and coordinate activities:**

The City's storm water management structure, including a summary of the communication and coordination between affected departments, is described in the City's Stormwater Quality Improvement Plan (see, e.g., Chapter 4, Section 4.2).

Certified by:

EILEEN M. TEICHERT
City Attorney

A handwritten signature in black ink, appearing to read "Joe Robinson", with a stylized flourish at the end.

Joe Robinson
Senior Deputy City Attorney

Table of Exhibits

Exhibit A	Stormwater Management and Discharge Control Code
Exhibit B	Grading, Erosion and Sediment Control Ordinance
Exhibit C	Administrative Penalty Ordinance
Exhibit D	Policy for Determining Administrative Penalties for Prohibited Non-Stormwater Discharges
Exhibit E	Sacramento County Stormwater Ordinance
Exhibit F	Sacramento City Code Chapter 2.48
Exhibit G	Sacramento City Code Chapter 8.04, Articles V through VIII

EXHIBIT A

Sacramento City Code

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Chapter 13.16 STORMWATER MANAGEMENT AND DISCHARGE CONTROL

13.16.010 Title.

This chapter shall be known as the Stormwater Management and Discharge Control Code. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.101)

13.16.020 Purpose and intent.

The purpose of this chapter is to protect and promote the health, safety and general welfare of the citizens of the city by controlling nonstormwater discharges to the stormwater conveyance system, by eliminating discharges to the stormwater conveyance system from- spills, dumping, or disposal of materials other than stormwater, and by reducing pollutants in urban stormwater discharges to the maximum extent practicable. This chapter is intended to assist in the protection and enhancement of the water quality of watercourses, water bodies, and wetlands in a manner pursuant to and consistent with the Federal Water Pollution Control Act (Clean Water Act, 33 U.S.C. Section 1251 et seq.), Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.) and National Pollutant Discharge Elimination System (NPDES) Permit No. CAS082597, as such permit is amended and/or renewed. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.102)

13.16.030 Definitions.

A. The following words, when used in this chapter, shall have the following meanings:

“Basin plan” means the water quality control plan for Basin 5A and SB, adopted by the Regional Water Quality Control Board, Central Valley Region in July 1975, and all subsequent amendments.

“Best management practices” means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and education practices, maintenance procedures, and other management practices to prevent or reduce to the maximum extent practicable the discharge of pollutants directly or indirectly to waters of the United States. Best management practices also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, and drainage from raw materials storage.

“City” means the city of Sacramento.

“City manager” means the city manager of the city, or his or her authorized designee.

“Commercial and industrial facilities” means commercial and industrial facilities regulated pursuant to the Commercial/Industrial Program requirements specified in Section C.9 of NPDES Permit No. CA5082597.

“Construction general permit” means the General Permit for Stormwater Discharges Associated with Construction Activities issued and administered by the State of California in accordance with applicable provisions of the Federal Clean Water Act and the Porter-Cologne Water Quality Control Act.

“County stormwater ordinance” means the County of Sacramento’s Stormwater Management and Discharge Control Code, set forth in Chapter 15.12 of the Sacramento County Code, and all subsequent amendments.

“Development” means the construction, building or placement of any structure or portion thereof, or any excavation or grading.

“Director” means the director of the city department of utilities or his or her authorized designee.

“Employee training program” means a documented employee training program that a business may be required to implement pursuant to a stormwater pollution prevention plan for the purpose of educating its employees on methods of reducing discharge of pollutants to the stormwater conveyance system.

“Enforcement agency” means the city department of utilities or any other city department authorized to enforce compliance with this chapter. If the city council and the governing body of another public agency enter into an agreement authorizing that agency to administer and/or enforce some or all of the provisions of this chapter, “enforcement agency” also shall mean the agency designated in the agreement as the agency responsible for administering and enforcing the provisions of this chapter, as provided in the agreement.

“Enforcement official” means the director or any employee or agent of the city authorized to enforce compliance with this chapter. If the city council and the governing body of another public agency enter into an agreement authorizing that agency to administer and/or enforce some or all of the provisions of this chapter, “enforcement official” also shall mean the authorized official(s) of the agency designated in the agreement as the agency responsible for administering and enforcing the provisions of this chapter, as provided in the agreement.

“Illegal discharge” means any discharge to the stormwater conveyance system that violates this chapter, or is prohibited by federal, state, or local laws, or which degrades the quality of receiving waters in violation of any plan standard.

“Industrial general permit” means the General Permit for Stormwater Discharges Associated with Industrial Activities issued and administered by the State of California in accordance with applicable provisions of the Federal Clean Water Act and the Porter-Cologne Water Quality Control Act.

“NPDES permit” means a National Pollution Discharge Elimination System permit issued by the Regional Water Quality Control Board or the State Water Resources Control Board pursuant to Division 7, Chapter 5.5 of the California Water Code (commencing with Section 13370) to control discharges from point sources to waters of the United States.

“Noncommercial vehicle washing” means the washing and/or rinsing of passenger vehicles on private property that is not being conducted as a commercial enterprise.

“Nonstormwater discharge” means any discharge to the stormwater conveyance system that is not entirely composed of stormwater.

“Order 2002-0206” means Regional Water Quality Control Board, Central Valley Region Order No. R5-2002-0206, which constitutes NPDES Permit No. CAS082597, together with all amendments and renewals, on file in the office of the city clerk.

“Person” means any person, firm, corporation, partnership, business, public agency, or any other public or private entity.

“Plan standard” means any or all applicable requirements of the basin plan or any other water quality control standard or requirement approved by the Regional Water Quality Control Board, Central Valley Region, the State Water Resources Control Board or the federal Environmental Protection Agency that applies to any of the receiving waters.

“Pollutant” means any contaminant that can degrade the quality of the receiving waters in violation of any plan standard.

“Premises” means any building, lot, parcel, land or portion of land whether improved or unimproved.

“Receiving waters” means surface bodies of water as described in Order 2002-0206, including creeks and rivers, that serve as discharge points for the stormwater conveyance system.

“Stormwater” means surface runoff and drainage associated with storm events that is free of pollutants to the maximum extent practicable.

“Stormwater conveyance system” means those artificial and natural facilities within the city, whether publicly or privately owned, by which stormwater may be conveyed to a watercourse or waters of the United States, including any roads with drainage systems, streets, catch basins, natural and artificial channels, aqueducts, stream beds, gullies, curbs, gutters, ditches, open fields, parking lots, impervious surfaces used for parking, and natural and artificial channels or storm drains. “Stormwater conveyance system” does not include any facilities that convey stormwater to the city’s combined sewer system that collects and conveys both sanitary sewage and stormwater and surface runoff for treatment in accordance with applicable sewage treatment requirements, and that is regulated by Chapter 13.08 of this code in accordance with the provisions of a separate NPDES permit issued to the city for the combined sewer system.

“Stormwater pollution prevention plan” means a document that describes the best management practices to be implemented by the owner or operator of a business to eliminate prohibited nonstormwater discharges and/or reduce to the maximum extent practicable pollutant discharges to the stormwater conveyance system.

“Unauthorized connection” means any physical connection to the stormwater conveyance system that is not authorized by the city and the Regional Water Quality Control Board, Central Valley Region.

“Watercourse” means any natural stream, whether flowing continuously or not, that is fed from permanent or natural sources, and includes, without limitation rivers, creeks, runs, and rivulets.

B. Any term(s) defined in the Federal Clean Water Act, as amended, and/or defined in the regulations for the stormwater discharge permitting program issued by the Environmental Protection Agency, as amended, and that are not specifically defined in subsection A of this section shall, when used in this chapter, have the same meaning as set forth in such act or regulations. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.103)

13.16.040 Conflicts with other laws.

In the event of any conflict between this chapter and any federal or state law, regulation, order, or permit, the requirement that establishes the higher standard for public health or safety shall govern. Nothing in this chapter shall preclude enforcement of any other applicable law, regulation, order, or permit. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.104)

13.16.050 Discharge of nonstormwater prohibited.

Except as provided in Section 13.16.060 of this chapter, it is unlawful for any person to make or cause to be made any nonstormwater discharge. Notwithstanding the exemptions provided by subsections A and B of Section 13.16.060 of this chapter, if the Regional Water Quality Control Board or the enforcement official determines that any otherwise exempt discharge causes or significantly contributes to violations of any plan standard, or conveys significant quantities of pollutants to any receiving waters, or is a nuisance or poses a risk to public health or safety, it is unlawful for any person to make or cause to be made such discharge to the stormwater conveyance system. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.105)

13.16.060 Exceptions to discharge prohibition.

Subject to the authority granted to the Regional Water Quality Control Board and the enforcement official in Section 13.16.050 of this chapter, the following discharges to the stormwater conveyance system are exempt from the prohibition set forth in Section 13.16.050 of this chapter.

A. Any discharge or connection regulated under a NPDES permit issued to the discharger and administered by the state of California pursuant to Division 7, Chapter 5.5 of the California Water Code, provided that the

discharger is in compliance with all requirements of the permit and all other applicable laws and regulations.

B. Discharges from the following activities that do not cause or contribute to the violation of any plan standard:

1. Potable water line flushing and other discharges from potable water sources;
2. Landscape irrigation and lawn watering;
3. Rising ground waters or springs;
4. Passive foundation and footing drains;
5. Water from crawl space pumps and basement pumps;
6. Air conditioning condensate;
7. Noncommercial vehicle washing;
8. Natural flows from riparian habitats and wetlands;
9. Dechlorinated swimming pool discharges that do not contain biocides or other chemicals, excluding filter backwash water;
10. Flows from fire suppression activities, including fire hydrant flows;
11. Diverted stream flows;
12. Uncontaminated ground water infiltration to separate storm sewers; and
13. Potable water used to wash sediment from streets and parking lots associated with construction sites that have been issued a street washing certification by the Department of Utilities and have implemented required best management practices.

C. Any discharge that the enforcement official, the local health officer, or the Regional Water Quality Control Board determines in writing is necessary for the protection of the public health and safety.

D. Any discharge caused by flooding or other natural disaster that could not have been reasonably foreseen or mitigated in advance by the discharger, as determined by the enforcement official. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.106)

13.16.070 Groundwater discharges.

Discharges of pumped groundwater not subject to a NPDES permit may be permitted to discharge to the stormwater conveyance system upon written approval from the city and in compliance with conditions of approval set forth by the city. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.107)

13.16.080 Discharge in violation of permit.

It is unlawful and a violation of this chapter for any person to make or cause any discharge to the stormwater conveyance system that results in or contributes to a violation of Order 2002-0206. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.108)

13.16.090 Illicit connections prohibited.

It is unlawful and a violation of this chapter for any person to establish, use, or maintain any unauthorized connection. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.109)

13.16.100 Concealment and abetting.

It is unlawful and a violation of this chapter to cause, permit, aid, abet or conceal a violation of any provision of this chapter. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.101)

13.16.110 Acts potentially resulting in violation of Federal Clean Water Act and/or Porter-Cologne Act.

Any person who violates any provision of this chapter or any provision of any permit issued pursuant to this chapter or any cease and desist order, prohibition, or effluent limitation, or who discharges waste or wastewater that contains pollutants, may also be in violation of the Federal Clean Water Act (33 U.S.C. 1251 et seq.) and/or Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.) and may be subject to the sanctions and remedies of those acts including civil and criminal penalties. The provisions or enforcement of this chapter shall not affect or limit in any way the applicability of those acts nor the enforcement of any sanctions, remedies or penalties under those acts. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.111)

13.16.120 Reduction of pollutants in stormwater.

Any person engaged in activities that may result in pollutants entering the stormwater conveyance system shall, to the maximum extent practicable, undertake the measures set forth below to reduce the risk of nonstormwater discharge and/or pollutant discharge.

A. Business Related Activities.

1. Stormwater Pollution Prevention Plan. The enforcement official may require any business in the city engaged in activities that may result in a nonstormwater discharge to develop and implement a stormwater pollution prevention plan, that must include an employee training program. Business activities that may require a stormwater pollution prevention plan include, but are not limited to, maintenance, storage, manufacturing, assembly, equipment operations, vehicle loading or fueling, and cleanup procedures that are carried out partially or wholly outdoors.

2. Coordination with Hazardous Materials Release Response Plans and Inventory. Any business for which a hazardous materials release response plan and inventory are required under Chapter 6.95 (commencing with Section 25500) of Division 20 of the California Health and Safety Code, shall include in that plan provisions demonstrating compliance with this chapter, and requiring the release of pollutants to be reduced to the maximum extent practicable.

3. Coordination with Hazardous Waste Generator Contingency Plan and Emergency Procedures. Any business for which a hazardous waste generator contingency plan and emergency procedures are required pursuant to California Code of Regulations, Title 22, Sections 66265.51 to 66265.56, shall include in that plan provisions demonstrating compliance with this chapter, and requiring the release of pollutants to be reduced to the maximum extent practicable.

4. Any person conducting business or industrial activities in the city shall prevent pollutants from entering the stormwater conveyance system and shall comply with all applicable federal, state and local laws, ordinances or regulations.

B. Development.

1. The enforcement official may establish and impose such controls as the enforcement official determines to be appropriate to minimize the long-term, post-construction discharge of stormwater pollutants from new development or modifications to existing development. Controls may include source control measures to prevent pollution of stormwater and/or treatment controls designed to remove pollutants from stormwater.

2. Any person conducting development in the city shall prevent pollutants from entering the stormwater conveyance system and shall comply with all applicable federal, state and local laws, ordinances or regulations, including but not limited to the City Grading, Erosion and Sediment Control Ordinance set forth in Chapter 15.88 of this code.

C. Compliance with General Permits. Any person conducting business, industrial, construction or development activities that are subject to a general stormwater permit issued by the United States Environmental Protection Agency, the State Water Resources Control Board, the Regional Water Quality Control Board, Central Valley Region or the city of Sacramento, including the construction general permit and the industrial general permit, shall comply with all requirements of such permit. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.112)

13.16.130 Compliance with best management practices.

Every person undertaking any activity or use of a premises that may cause or contribute to stormwater pollution or contamination, illegal discharges, or nonstormwater discharges shall: (1) comply with best management practices guidelines or pollution control requirements established or imposed by the enforcement official; and (2) properly operate and maintain any treatment control device or other measures utilized on the premises to prevent or reduce, to the maximum extent practicable, stormwater pollution or contamination, illegal discharges or nonstormwater discharges, as required by the enforcement official. (Ord. 2004-042 § 1 (part))

13.16.140 Containment and notification of spills.

Any person owning or occupying a premises who has knowledge of any release of pollutants or prohibited nonstormwater discharge from the premises that might enter the stormwater conveyance system, other than a release or discharge that is permitted by this chapter, shall immediately take all reasonable action to contain and abate the release of any pollutants or prohibited nonstormwater discharge, and shall notify the enforcement agency as soon as reasonably possible of the release of any pollutants or prohibited nonstormwater discharge. (Ord. 2004-042 § 1 (part))

13.16.150 Commercial and industrial facilities—Inspection and enforcement by Sacramento County.

A. The city and Sacramento County are co-permittees under NPDES Permit No. CA5082597. The permit requires regular compliance inspections and enforcement at certain commercial and industrial facilities as defined by the permit. Sacramento County operates an inspection, investigation and enforcement program that enforces compliance with environmental and water quality requirements by commercial and industrial facilities located within the County.

B. Under Article 11, Section 8 of the California Constitution, and applicable provisions of the city and Sacramento County Charters, the city and Sacramento County may enter into agreements for Sacramento County to perform specified municipal functions within the city.

C. To provide for effective and efficient administration and enforcement of this chapter with respect to commercial and industrial facilities located on premises within the city that discharge to the stormwater conveyance system, and to ensure compliance with Order 2002-0206, the city council and the Sacramento County Board of Supervisors may enter into an agreement or agreements for Sacramento County to administer and enforce the provisions of this chapter with respect to these commercial and industrial facilities, by including these commercial and industrial facilities in Sacramento County's commercial and industrial compliance program. If the city council and the Sacramento County Board of Supervisors enter into such an agreement or

agreements:

1. Sacramento County and its authorized official(s) and employee(s) shall enforce the provisions of this chapter as they apply to commercial and industrial facilities located on premises within the city that discharge to the stormwater conveyance system, in accordance with the provisions of the agreement(s); and
2. Sacramento County, and its authorized official(s) and employee(s), shall be authorized to take any action that may be taken by the "enforcement agency" and "enforcement official," respectively, with respect to these commercial and industrial facilities, in accordance with the provisions of this chapter and the agreement(s); and
3. Sacramento County may establish and collect from these commercial and industrial facilities such fees as may be necessary to cover the actual costs incurred by Sacramento County to include facilities in its commercial and industrial compliance program, provided that the fees are established and collected uniformly within and outside of the city, and in accordance with the provisions of the agreement(s) and all applicable legal requirements. (Ord. 2004-042 § 1 (part))

13.16.160 Inspection authority.

Whenever necessary to make an inspection of any building or premises to enforce any of the provisions of this chapter, or whenever an authorized enforcement official has reasonable cause to believe that there exists in any building or upon any premises any condition that constitutes a violation of this chapter, the enforcement official may enter such building or premises at all reasonable times to perform an inspection, as well as any of the other activities authorized by this section. Any request for entry shall state that the property owner or occupant has the right to refuse entry and if entry is refused, entry may be made upon issuance of a judicial order. If the owner or occupant refuses entry after this request has been made, the enforcement official is empowered to seek authorization from any court of competent jurisdiction for such entry. The enforcement official may request a judicial order authorizing and/or compelling the performance of some or all of the activities authorized by this section.

During any inspection, the enforcement official may collect samples as necessary in order to implement and enforce the provisions of this chapter. This authority shall include the right to require the installation of sampling and metering devices on private property, or to require the person owning or occupying the premises to supply samples.

During any inspection, the enforcement official may require the person owning or occupying the premises to provide any and all records relating to any potential stormwater contamination, illegal discharge, nonstormwater discharge or other violation of this chapter, for review and copying.

The enforcement official shall identify buildings or premises for inspection based upon such reasonable selection processes as the enforcement official determines to be necessary to carry out the objectives of this chapter, including but not limited to: random sampling; sampling in areas with evidence of stormwater contamination, illegal discharge, or nonstormwater discharge to the stormwater conveyance system; and similar factors. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.101)

13.16.170 Monitoring, analysis and reporting authority.

Whenever an authorized enforcement official has reasonable cause to believe that there may exist on any premises a condition that constitutes a violation of this chapter, the enforcement official may require monitoring, analysis and/or reporting of discharges from the premises to the stormwater conveyance system, by serving a written notice of such requirement(s) on the owner of the premises or on the operator of a facility or activity on the premises. The cost of complying with these requirements shall be borne by the owner of the premises or the

operator of the facility or activity for which monitoring, analysis and/or reporting has been required, to the extent permitted by law. (Ord. 2004-042 § 1 (part))

13.16.180 Enforcement.

In addition to the exercise of enforcement powers authorized or provided elsewhere in this code, this chapter may be enforced by any of the means set forth in this section.

A. Abatement.

1. Any discharge or condition violating any of the provisions of this chapter is a threat to the public health, safety and welfare and constitutes a public nuisance.

2. The enforcement official may commence and carry out proceedings for the abatement of any discharge or condition violating any provision of this chapter, in accordance with the provisions of Articles V and VI of Chapter 8.04 of this code, commencing with Section 8.04.110 of this code. Such actions or decisions of the enforcement official shall be subject to appeal as provided for in Article V and Article VI of Chapter 8.04 of this code. The notice and order issued by the enforcement official under Section 8.04.110 of this code may require the owner and/or occupant of the subject premises to take any or all of the following actions:

i. Submit and implement a plan approved by the enforcement official for the correction and prevention of the discharge or condition violating any provision of this chapter;

ii. Cease and desist all activities that may cause or contribute to any discharge or condition violating any provision of this chapter;

iii. Clean up any release of pollutants causing or resulting from the violation of any provision of this chapter;

iv. Mitigate any circumstances that may cause or contribute to any discharge or condition violating any provision of this chapter; and

v. Adopt and implement best management practices and/or a stormwater pollution prevention plan approved by the enforcement official.

3. If any violation of this chapter constitutes a seasonal and recurrent nuisance, the enforcement official shall so declare in the notice and order issued pursuant to subsection 2, above. Thereafter, the owner or occupant of the subject premises shall abate such seasonal and recurrent nuisance every year without the necessity of any further notice and order. If at any time the nuisance is not abated as required herein, the enforcement official may summarily abate the condition in accordance with the provisions of Article VII of Chapter 8.04 of this code, commencing with Section 8.04.330 of this code.

4. When, in the opinion of the enforcement official, any discharge from any source to the stormwater conveyance system causes or threatens to cause a condition that presents an imminent hazard to the public health, safety, or welfare, or the environment, or a violation of a NPDES permit, the enforcement official may issue a notice requiring the owner or occupant of the premises where the discharge is occurring to immediately abate the discharge. In any case where the discharge is not immediately abated, or for any reason the owner or occupant of the subject premises does not receive the notice, or the enforcement official determines that time constraints are such that abatement must occur without providing the notice, the enforcement official may summarily abate the condition in accordance with the provisions of Article VII of Chapter 8.04 of this code, commencing with Section 8.04.330 of this code.

5. The owner of any premises in the city from which is made a discharge in violation of this chapter, and any person making or causing to be made the discharge, if different from the owner, shall be jointly and severally liable for the costs incurred by the city for any abatement, clean-up or restoration, including any related inspection and testing costs, arising from the discharge, and the cost therefor shall be invoiced to the owner of

the premises. If the invoice is not paid within sixty (60) days, the enforcement official may commence proceedings for recovery of these costs in accordance with the provisions of Article VIII of Chapter 8.04 of this code, commencing with Section 8.04.370 of this code.

B. Civil Actions.

In addition to any other remedies or penalties provided in this chapter, any violation of this chapter may be enforced by civil action brought by the city attorney. In any such action, the city may seek, as appropriate, any or all available equitable and legal remedies, including but not limited to:

1. A temporary and/or permanent injunction;
2. Assessment of the violator for the costs of any investigation, inspection, testing or monitoring related to the violation, and for the reasonable costs of preparing and bringing legal action under this subsection, including attorney fees, whether for in-house or outside counsel;
3. Costs incurred in removing, correcting, abating, cleaning up, or terminating the adverse effects resulting from the violation;
4. Compensatory damages for damage, loss or destruction to water quality, wildlife, fish and aquatic life, or public health and safety;
5. Payment or reimbursement of any governmental fines or penalties imposed on the city as a result of the violation;
6. Civil penalties imposed either on a daily basis or a per gallon basis, but not both, for any discharge of nonstormwater to the stormwater conveyance system violating any provision of this chapter. Civil penalties imposed on a daily basis shall not exceed five thousand dollars (\$5,000.00) for each day or portion of a day that the discharge occurs, and civil penalties imposed on a per gallon basis shall not exceed ten dollars (\$10.00) for each gallon of the discharge. The amount of civil penalties imposed shall be determined by taking into consideration some or all of the following factors: the nature, circumstances, extent, and gravity of the discharge, whether the discharge is susceptible to cleanup or abatement, the degree of toxicity of the discharge, and, with respect to the violator, the ability to pay, the effect on its ability to continue in business, any voluntary cleanup efforts undertaken, any prior history of violations, the degree of culpability, the economic benefit or savings, if any, resulting from the violation, and such other matters as justice may require.

C. Enforcement by Sacramento County. If the city council and the Sacramento County Board of Supervisors enter into an agreement for Sacramento County to administer and enforce the provisions of this chapter with respect to commercial and industrial facilities located on premises within the city that discharge to the stormwater conveyance system, pursuant to Section 13.16.150 of this chapter, any administrative or civil enforcement by Sacramento County of any provision of this Chapter with respect to such facilities shall be governed by and conducted pursuant to Chapter 15.12 of the Sacramento County Code, and the provisions of subsections A and B of this section shall not apply.

D. Criminal Violations.

1. Any violation of this article shall be punishable as a misdemeanor.
2. The enforcement official shall have and is vested with the authority to arrest or cite and release any person who violates any section of this chapter in the manner provided by the California Penal Code for the arrest or release on citation of misdemeanors or infractions as described by Chapters 5, 5(c), and 5(d) of Title 3, Part 2 of the California Penal Code, including Section 853.6 (as the same may hereafter be amended). It is the intent of the city council that the immunities prescribed in Section 836.5 of the California Penal Code be applicable to public officers or employees acting in the course and scope of employment pursuant to this chapter.

E. Administrative Penalties. In addition to any other remedy or penalty set forth in this chapter or this code, administrative penalties may be imposed pursuant to applicable provisions of Title 1 of this code against any

responsible party, whether owner, lessee, sublessor, sublessee or occupant of any premises in violation of any of the provisions of this chapter. Imposition, enforcement, collection and administrative review of administrative penalties imposed shall be conducted pursuant to Title I of this code.

F. Remedies and Penalties Cumulative. The foregoing remedies and penalties are in addition to and do not supersede or limit any and all other remedies and penalties, civil or criminal, including any remedies or penalties authorized for violations of the Federal Clean Water Act or Porter-Cologne Water Quality Control Act. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.118)

13.16.190 Remedies not exclusive.

The remedies provided for in this chapter shall be cumulative and not exclusive. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.119)

13.16.200 Appeal.

A. If a decision or action of the enforcement official is not subject to an appeal procedure under any other provision of this chapter or code, any person who is affected by the enforcement official's decision or action may appeal the decision or action to the city manager within ten (10) days following the effective date of the decision or action, by filing a written appeal with the city manager. Upon receipt of such appeal, the city manager may request a report and recommendation from the authorized enforcement official and shall set the matter for an informal hearing at the earliest practical date. Not less than seven days prior to the date of hearing, the city manager shall provide written notice of the hearing to the person appealing the decision or action of the enforcement official. At the hearing, the appellant may be represented by any person of appellant's choice. The city manager shall hear any additional evidence presented by the appellant or the enforcement official, and may reject, affirm or modify the enforcement official's decision. The city manager's decision shall be the city's final administrative determination of the matter.

B. If the city council and the Sacramento County Board of Supervisors have approved an agreement for Sacramento County to administer and enforce the provisions of this chapter with respect to commercial and industrial facilities located on premises within the city that discharge to the stormwater conveyance system, pursuant to Section 13.16.150 of this chapter, any appeal of any action taken by Sacramento County or its officers or employees with respect to such facilities shall be governed by and conducted pursuant to the Sacramento County Code, and the provisions of this section shall not apply. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.120)

13.16.210 Disclaimer of liability.

The degree of protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific, engineering, and other relevant technical considerations. The standards set forth herein are minimum standards and this chapter does not imply that compliance will ensure that there will be no unauthorized discharge of pollutants into the waters of the United States. This chapter shall not create liability on the part of the city or Sacramento County, nor their respective officers and employees, for any damages that result from reliance on the code or any administrative decision lawfully made thereunder. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.121)

13.16.220 City or county authority.

Except for decisions required to be made by the City Council and/or the Sacramento County Board of

Supervisors, the enforcement official is authorized to make any decision on behalf of the city or Sacramento County, as applicable, required or called for by this chapter. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.122)

13.16.230 Judicial review.

The provisions of California Code of Civil Procedure Section 1094.5 and Section 1094.6 are applicable to judicial review of city or Sacramento County decisions pursuant to this chapter. (Ord. 2004-042 § 1 (part); Ord. 98-007 § 1 (part); prior code § 87.01.1231)

EXHIBIT B

Sacramento City Code

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Chapter 15.88 GRADING, EROSION AND SEDIMENT CONTROL

Article I General Provisions and Requirements

15.88.010 Title.

This chapter shall be known as the grading, erosion, and sediment control ordinance of the city of Sacramento, and shall be referred to herein as the "grading ordinance." (Prior code § 9.31.1501)

15.88.020 Purpose.

The grading ordinance is enacted for the purpose of regulating grading on property within the city limits of the city to safeguard life, limb, health, property and the public welfare; to avoid pollution of watercourses with nutrients, sediments, or other materials generated or caused by surface water runoff; to comply with the city's national pollution discharge elimination system (NPDES) Permit No. CA0082597, provision D2, issued by the California regional water quality control board; and to ensure that the intended use of a graded site within the city limits is consistent with the city general plan, any specific plans adopted thereto and all applicable city ordinances and regulations. The grading ordinance is intended to control all aspects of grading operations within the city limits of the city. (Prior code § 9.31.1502)

15.88.030 Scope.

The grading ordinance sets forth rules and regulations to control land disturbances, landfill, soil storage, pollution, and erosion and sedimentation resulting from construction activities. The grading ordinance establishes procedures for issuance, administration and enforcement of permits for such activities. Any grading within the city limits of the city shall conform to provisions of the grading ordinance and other applicable provisions of the city code, including but not limited to, the latest edition of the city standard specifications for public works construction, Sacramento city/county drainage manual, and city manual of standards and improvement standards.

The director shall adopt a manual of standards entitled "Administrative and Technical Procedures Manual for Grading, Erosion, and Sediment Control" setting forth the administrative procedures and technical requirements necessary to implement the provisions of the grading ordinance. The director shall have the authority to change, update or revise this manual as necessary at his or her sole discretion, to implement the provisions of the grading ordinance. (Prior code § 9.31.1503)

15.88.040 Administration.

The grading ordinance shall be administered for the city by the department of utilities through the building permit process, improvement plan process or capital improvement project process, as applicable. (Ord. 2001-014 § 2: prior code § 9.31.1504)

15.88.050 Definitions.

Unless the particular provision or the context otherwise requires, wherever the following terms are used in the

grading ordinance, they shall have the meaning ascribed to them in this section:

“Applicant” means any person seeking or receiving grading approval, in accordance with the terms of the grading ordinance, to perform grading after the issuance of a building permit or the approval of improvement plans, or to commence grading prior to such issuance or approval.

“Best management practices” means any program, technology, technique, process, siting criteria, operating method, measure or device which controls, prevents, removes or reduces pollution, erosion, and sediment transport, including but not limited to any best management practices required or implemented under the city’s Stormwater Management and Discharge Control Code, set forth in Chapter 13.16.

“City council” means city council of the city of Sacramento.

“Civil engineer” means a professional engineer registered as a civil engineer by the state of California.

“Compaction” means the increase of density of a soil or rock fill by mechanical means.

“Cut (excavation)” means the removal of naturally occurring earth materials by manual or mechanical means, and the conditions resulting therefrom.

“Director” means director of the department of utilities of the city of Sacramento, or his or her authorized designees.

“Drainage waters” means surface waters which collect, or are accumulated, on the ground and which, by means of drainage ways or water courses, flow off the surface to larger rivers, streams, or lakes. Such waters shall include, but are not limited to, natural precipitation and irrigation waters.

“Drainage way” means a depression in the earth’s surface such as a swale, ravine, gully, slough, draw, hollow, or ditch in which surface water collects for drainage.

“Earth material” means any rock, natural soil or fill and/or any combination thereof.

“Embankment (fill)” means the deposit of soil, rock or other materials placed by artificial means and the conditions resulting therefrom.

“Encroachment permit” means a written permit issued by the department of public works authorizing certain work within a publicly maintained right-of-way.

“Engineering geologist” means a registered geologist certified as an engineering geologist by the state of California.

“Erosion” means the washing or wearing away and transportation of earth material as a result of the movement of wind, water, or ice.

“Erosion and sediment control plan (ESC plan)” consists of a set of best management practices or equivalent measures designed to control surface runoff and erosion, retain sediment on a particular site and prevent pollution of site runoff during the period beginning when any preconstruction- or construction-related grading or soil storage first occurs, until all final improvements and permanent structures are completed.

“Excavation (cut)” means the removal of naturally occurring earth materials by manual or mechanical means, and the conditions resulting therefrom.

“Existing grade” means the elevation of the ground surface at a given point prior to excavating or filling.

“Fill (embankment)” means the deposit of soil, rock or other materials placed by artificial means and the conditions resulting therefrom.

“Finish grade” means the final grade of the site after excavating or filling which conforms to the approved final grading plan. The finish grade is also the grade at the top of a paved surface.

“Geologic hazard” means any condition in naturally occurring earth materials which may endanger life, health or property.

“Geotechnical engineer” means a civil engineer registered by the state of California who is qualified in the field of soil mechanics and soil engineering and has the authority to use the title “soil engineer.”

“Grade” means the vertical location of the ground surface.

“Grading” means any land excavation or filling or combination thereof, or the removal, plowing under or burial of vegetative groundcover.

“Grading plan” means a plan prepared in accordance with this chapter showing grading and related work.

“Manual of standards” means a compilation of administrative procedures, technical standards and design specifications adopted by the city of Sacramento for controlling construction-related grading, surface runoff, erosion and sedimentation. This manual of standards shall be titled “Administrative and Technical Procedures Manual for Grading and Erosion and Sediment Control.”

“Owner” means the legal owner of the property where the grading work is to be done, as shown on the latest equalized assessment roll in the office of the county assessor.

“Parcel (lot)” means the land described as a lot or parcel in a recorded deed or shown as a lot or parcel on a subdivision map or parcel map on file in the Sacramento County recorder’s office.

“Permit” means either a building permit or a separate grading permit.

“Person” means any person, firm, corporation, or public agency whether principal, agent, employee, or otherwise.

“Post construction erosion and sediment control plan (PC plan)” means consists of a set of best management practices or equivalent measures designed to control surface runoff and erosion and to retain sediment on a particular site after all final structures and permanent improvements have been erected or installed.

“Preliminary grading plan” means a plan that shows the proposed grading work in relation to the existing site prepared and submitted with the application for a grading permit.

“Rainy season” means the period of the year during which there is a substantial risk of rainfall. For the purpose of this chapter, the rainy season is defined as from October 1st to April 30th, inclusive.

“Rough grade” means the stage at which the grade approximately conforms to the approved plan.

“Sediment” means any material transported or deposited by water, including soil debris or other foreign matter.

“Site” means any lot or parcel of land or combination of contiguous lots or parcels of land, whether held separately or joined together in common ownership or occupancy, where grading is to be performed or has been performed.

“Slope” means an inclined ground surface the inclination of which may be expressed as the ratio of horizontal distance to vertical distance.

“Soil” means all earth material of any origin that overlies bedrock and may include the decomposed zone of bedrock which can be excavated readily by mechanical equipment.

“Vegetation” means plant life or total plant cover of an area.

“Watercourse” means any natural or manmade channel in which water flows continuously or intermittently in a definite direction and course, or which is used for the holding, delay or storage of waters, or which functions at any time to convey or store stormwater runoff. (Ord. 2003-058 §§ 1—2; prior code § 9.31.1505)

15.88.060 Grading approval required.

Except for the specific exemptions listed hereinafter, no person shall do or permit to be done any grading on any site in the of the city without first obtaining approval of such grading from the director in accordance with

the provisions of the grading ordinance. (Prior code § 9.31.1506)

15.88.070 Exemptions.

The following grading may be done without obtaining grading approval unless grading approval is required in mitigation monitoring agreements or other conditions of project approval. Exemption from the grading approval requirement shall not be deemed as permission to violate any other provision of this chapter.

- A. Minor construction projects which meet all of the following requirements:
 - 1. The volume of material graded is less than fifty (50) cubic yards,
 - 2. The depth of cuts and fills is less than two feet,
 - 3. Any drainageway is not blocked or obstructed and its stormwater carrying capacities are not modified,
 - 4. Slopes are less than ten percent and are not left in an unstable or erodible condition;
- B. Single family residential lots less than one-half acre that are not part of a larger common plan and residential infill projects less than one-half acre which also meet the requirements of subsection A of this section;
- C. Excavations in connection with a swimming pool authorized by a valid building permit;
- D. Grading necessary for agricultural operations unless the failure of any cut or fill created by such grading could endanger any structure intended for human or animal occupancy or any public road, or could obstruct any watercourse or drainageway;
- E. Exploratory excavations of less than three hundred fifty (350) cubic yards under the supervision of a geotechnical engineer;
- F. Routine cemetery excavations and fills;
- G. Performance of emergency work necessary to protect life or property when an urgent necessity therefor arises. The person performing such emergency work shall notify the director promptly of the problem and work required;
- H. An excavation below finished grade for basements and footings of a building authorized by a valid building permit;
- I. Refuse disposal sites controlled by Title 23, Chapter 15, of the California Code of Regulations;
- J. The repair and maintenance of levees for river and local drainage control performed by a governmental agency. (Prior code § 9.31.1507)

15.88.080 Grading approval.

Grading approval may be issued by the director in connection with the issuance of a building permit or the approval of improvement plans, or where grading is commenced prior to such issuance or approval, through the issuance of a separate grading permit. (Prior code § 9.31.1508)

15.88.090 Conditions of grading approval.

- A. No grading shall be approved unless the project conforms with the city's general plan, any adopted specific or community plans, and applicable city ordinances, including the zoning ordinance and the subdivision ordinance.
- B. Where the California Environmental Quality Act (CEQA) requires the preparation and approval of environmental documents concerning a project which will result in grading for which a grading permit is

required under this chapter, no grading shall be approved until all CEQA requirements have been met, including but not limited to mitigation measures relating to protection of threatened and endangered species under applicable federal and state endangered species laws. Where the land proposed to be graded is located within the North Natomas Community Plan Area or the South Natomas Community Plan Area, grading permits may be issued, provided that the conditions contained in Section 15.88.091 are satisfied.

C. Where a proposed grading project requires the filing of a tentative map or the intended use requires approval of a discretionary zoning permit or variance, grading may also require approval from the city planning and building department.

D. Work shall be performed in accordance with the provisions of the grading ordinance and the applicable criteria set forth in the manual of standards.

E. Grading approval shall be limited to work shown on the grading plans as approved by the director. The director may impose any condition deemed necessary to protect the health, safety, and welfare of the public, to prevent the creation of a hazard to public or private property, and/or to assure proper completion of the grading, including but not limited to the following:

1. Mitigation of adverse environmental impacts as disclosed by any environmental document findings, including but not limited to those matters specified in subsection B of this section;
2. Improvement of any existing grading to comply with the standards of the grading ordinance;
3. Requirements for fencing or other protection of grading which would otherwise be hazardous;
4. Requirements for dust, erosion, sediment and noise control, hours of operation and season of work, access roads and haul routes;
5. Requirements for safeguarding watercourses, whether natural or manmade, from excessive deposition of sediment or debris. In no case shall deposition of sediment or debris cause an exceedance of applicable water quality standards;
6. Assurance that the land area in which grading is proposed and for which habitable structures are proposed is not subject to hazards of land slippage or significant settlement or erosion and that the hazards of flooding can be eliminated or adequately reduced;
7. Requirements for safeguarding existing water wells. (Ord. 2001-021 § 1; Ord. 2001-014 § 3: prior code § 9.31.1509)

15.88.091 Requirements for development projects in North and South Natomas.

The city manager is authorized to issue grading permits within the North Natomas Community Plan Area and the South Natomas Community Plan Area only if the city manager finds that the applicant meets all the requirements of subsections A, B, C and D of this section.

A. The applicant has paid to the city (in addition to the "catch-up fee" required by Ordinance No. 2002-018) the full amount of the habitat-conservation fees that have been assessed by the city pursuant to the April 2003 Natomas Basin Habitat Conservation Plan and are then in effect (HCP Fees), including the entire amount and all elements of any increased HCP fees adopted by the Natomas Basin Conservancy ("NBC") and by the city pursuant to a validly enacted ordinance or resolution. The city anticipates receiving an adopted fee increase proposal from the NBC for consideration and adoption. The city shall not issue any grading permit until such time as the entire amount of, and all elements of, the anticipated HCP fee increase become effective or the city has otherwise secured from the applicant a written and unconditional agreement to pay the entire amount of, and all elements of, the increased HCP fees. All HCP fee increases will be included within the obligations to be covered by the agreement required under subsection D of this section.

B. If the applicant prepaid its HCP fees in an amount less than the HCP fees in effect when the grading permit is issued, the applicant has paid a catch-up fee in accordance with Ordinance No. 2002-018 and has paid an amount equal to its fair share of the amount of any HCP fee increase, on a per-acre basis, as reasonably determined by the city.

C. In lieu of the land-acquisition component of any HCP fee required to be paid under subsections A and B of this section, the applicant has transferred to the city or to the NBC fee title or a conservation easement in perpetuity for mitigation land, at the ratio of 0.5 acre of mitigation land for each acre for which the city issues a grading permit, and the applicant has paid other components of the applicable fees. If the number of acres transferred by an applicant to the city or to NBC exceeds the number of acres required to comply with the 0.5:1 mitigation formula set forth in the April 2003 Natomas Basin Habitat Conservation Plan (NBHCP), the city shall grant the applicant a credit against the land-acquisition component of any HCP fee to be paid in the future or, at the applicant's option, the city (either directly or through the NBC) shall pay the applicant, in cash, an agreed-upon amount not to exceed the fair market value of the excess acres of land transferred to the city or to NBC.

D. The applicant has executed an agreement, in a form acceptable to and approved by the city attorney, that requires the applicant and its successors in interest to do the following:

1. Comply with all provisions of the NBHCP;
2. Comply with the Incidental Take Permit and the State Incidental Take Authorization issued in conjunction with the NBHCP;
3. Pay all applicable fee increases and additions, whether adopted by the city before or within six months after issuance of the grading permit (but an applicant who has been specifically and expressly asked by the city manager or designee to pay HCP fees earlier than the date of issuance of a grading permit, and who in fact makes the requested early payment, shall not be subject to the "catch up" provisions of this clause); and
4. Release, defend, and fully indemnify the city and its officers, employees, and agents from and against all costs and damages, including attorney's fees, that may arise in connection with the city's issuance of a grading permit to the applicant, including but not limited to claims (procedural or substantive) that relate to HCP fee increases adopted by the city and arise under California's Mitigation Fee Act (title 7, division 1 of the Government Code, at chapters 6, 7, 8, and 9). (Ord. 2003-031 § 1; Ord. 2002-023 § 1; Ord. 2001-021 § 2)

15.88.100 Liability.

Neither issuance of grading approval under the provisions of the grading ordinance nor compliance with the provisions hereof or with any conditions imposed in a permit issued hereunder shall relieve any person from responsibility for damage to any person or property or impose any liability upon the city for damage to any person or property. (Prior code § 9.31.1510)

15.88.110 Scope of approval.

The issuance of grading approval shall not be construed as an approval of any action or condition constituting a violation of the provisions of the grading ordinance or of any other applicable laws, ordinances, rules or regulations. (Prior code § 9.31.1511)

15.88.120 Water obstruction.

No person shall do or permit to be done any grading which may obstruct, impede, or interfere with the natural flow of storm waters, whether such waters are unconfined upon the surface of the land or confined within land depressions, natural drainage ways, unimproved channels, watercourses, improved ditches, channels or conduits,

in such manner as to cause flooding where it would not otherwise occur, aggravate any existing flooding condition or cause accelerated erosion except where said grading is in accordance with all applicable laws including, but not limited to, the provisions of the grading ordinance. (Prior code § 9.31.1512)

15.88.130 Levee work.

No person shall excavate or remove any material from or otherwise alter any levee adjacent to any river, creek, bay, or local drainage control channel, without prior approval of the governmental agency or agencies responsible for the operation and/or maintenance of the levee. (Prior code § 9.31.1513)

15.88.140 Construction in public right-of-ways.

No person shall perform any grading work within the right-of-way of a public road or street, or within a public easement, without prior written approval of the director, and without obtaining a city encroachment permit. (Prior code § 9.31.1514)

15.88.150 Hazards.

Whenever the director determines that any grading on private property constitutes a condition which could endanger persons or property, or could adversely affect the safety, use or stability of adjacent property, or an overhead or underground utility, or any public way, watercourse or drainage channel, or could adversely affect the water quality of any water bodies or watercourses, the owner of the property upon which the condition is located, or other person or agent in possession or control of said property, upon receipt of notice in writing from the director, shall, within the period specified therein, stop all work. The director may require the submission of plans, soil or geological reports, detailed construction recommendations, drainage study or other engineering data prior to and in connection with any work or activity proposed or required to correct such condition. (Prior code § 9.31.1515)

15.88.160 Not retroactive.

The provisions of the grading ordinance shall not apply to planned or existing construction for which all previously necessary permits and approvals were obtained prior to the effective date of the ordinance codified in this chapter. (Prior code § 9.31.1516)

Article II Application for Grading Approval

15.88.170 Filing of application for grading approval—Permit.

Applications for permits shall be obtained from and filed with the department of planning and development, building inspections division. Each application shall include a plan checking fee, the preliminary or final grading plans and a statement of the intended use of the site. Only one application and permit is allowed for grading work to be done on a site. The director shall determine whether the application is complete in accordance with provisions of Article III of this chapter herein and may require additional information from the applicant before accepting the application as complete. The applicant shall be notified within ten (10) working days if the application is deemed incomplete, and of the requirements for completing the application. (Prior code § 9.32.1601)

15.88.180 Improvement plans in lieu of application for permit.

Where a subdivision improvement plan is being processed in conjunction with either an approved tentative, parcel, or final map; or a site plan is being processed in accordance with the provisions of this code, such plan shall also be considered as an application for grading approval. Such plans shall be reviewed and approved, conditionally approved or denied in accordance with the standards and requirements set forth in the grading ordinance and other applicable city specifications. If an improvement plan or site plan is approved, then a separate grading permit shall not be required. Approval of the improvement plans constitutes approval of the grading work intended. (Prior code § 9.32.1602)

15.88.190 Grading prior to issuance of building permit or approval of improvement plans.

Applicants for a permit to allow grading prior to issuance of a building permit or approval of improvement plans shall meet the following requirements:

- A. Preliminary grading plan shall be submitted for review and approval by the director. This plan shall conform to the requirements of the grading ordinance and any applicable conditions placed on the project as a result of any formal discretionary permit process. The applicant shall acknowledge that any additional grading or revisions to work necessitated by conflicts discovered during the improvement plan check or subsequent construction will be corrected at the applicant's expense.
- B. Both erosion and sediment control plans in accordance with provisions of Article III of this chapter, plans and specifications, of the grading ordinance shall be submitted for review and approval by the director.
- C. A winterization certification shall be submitted for review and approval by the director in accordance with Section 15.88.270 of this chapter.
- D. Plan check and inspection fee deposit shall be required in the amount of the full plan check fee applicable at the time of submittal in accordance with Section 15.88.310 of this chapter.
- E. No grading permit shall be issued until all applicable CEQA requirements have been met. (Prior code § 9.32.1603)

15.88.200 Referral to other public agencies.

The director may refer the application to other interested public agencies for their recommendations. (Prior code § 9.32.1604)

15.88.210 Permission of other agencies or owners.

No application for grading approval shall relieve the applicant of responsibility for securing other permits or approvals, including but not limited to those specified in Section 15.88.090, subsection B, required for work which is regulated by any other department or other public agency, or for obtaining any easements or authorization for grading on property not owned by the applicant. Proof of applicable public agency permits may be required prior to issuance of grading approval. (Ord. 2001-014 § 4: prior code § 9.32.1605)

Article III Plans and Specifications

15.88.220 Application—Plans.

Five complete sets of plans, as determined by the director, including but not limited to, profiles, cross-sections, topographic maps, erosion and sediment control plans, and accompanying specifications shall be

submitted to the director with each application for grading approval or when otherwise required by the director for enforcement of any provision of this chapter. At the time of application, the applicant may provide preliminary grading plans. Prior to the issuance of grading approval, the applicant must furnish final grading plans and all erosion and sediment control plans. Preliminary grading plans with appropriate changes and additions thereto may be accepted as final grading plans. When the final grading plans and other required documents have been approved, grading approval will be issued by the director. The work shall be done in strict compliance with the approved plans and specifications which shall not be changed or altered except in accordance with the provisions of this chapter. (Prior code § 9.33.1701)

15.88.230 Preliminary grading plans.

Preliminary grading plans provide for review and determination of grading requirements prior to approval of final plans and issuance of grading approval. Precise design at this stage is not required. The plans shall be clearly and legibly drawn and entitled "preliminary grading plan," and shall contain a statement of the purpose of the proposed grading, and shall include all of the information required in the Manual of Standards, Chapter 2, Section 2. (Prior code § 9.33.1702)

15.88.240 Final grading plans.

Final grading plans and specifications shall be prepared and signed by a registered civil engineer, except as otherwise provided herein. In addition to all requirements for preliminary grading plans, the final plans shall include the information required in the Manual of Standards, Chapter 2, Section 2. The director may waive the requirement that all plans and specifications be prepared and signed by a registered civil engineer if the grading would not endanger the public health, safety, or welfare as determined by the director and would not involve or require any of the following:

- A. Cuts and fills with a combined total of three hundred fifty (350) cubic yards or more;
- B. An access road serving five or more existing or proposed residences;
- C. A cut or fill that is located so as to cause unduly increased pressure or reduce support upon adjacent structure of property;
- D. The construction of any drainage or sediment control structures, culverts, or facilities or alteration of any existing drainage course;
- E. The creation or aggravation of an unstable slope condition. (Prior code § 9.33.1703)

15.88.250 Erosion and sediment control plans (ESC plan).

An ESC plan shall be prepared for all projects to control surface runoff and erosion and to retain sediment on a particular site and prevent pollution of site runoff during the period beginning when any preconstruction- or construction-related grading or soil storage first occurs, until all final improvements and permanent structures are complete. The ESC plan shall be prepared and submitted concurrently with the final grading plan. The ESC plan may be incorporated on the same plan sheet as the final grading plan unless it makes the sheet cluttered, or it may be submitted on a clean separate sheet. The separate sheet shall be drawn clearly and legibly and entitled "erosion and sediment control plan," shall contain a statement of the purpose of the proposed best management practices to be used, and shall include all of the information required and contained in the Manual of Standards, Chapter 2, Section 3. (Ord. 2003-058 § 3; prior code § 9.33.1704)

15.88.260 Postconstruction erosion and sediment control plan (PC plan).

The PC plan shall be prepared for all projects to control surface runoff and erosion and retain sediment on a particular site after all planned final improvements and/or structures have been installed or erected. The PC plan shall be prepared and submitted concurrently with the final grading plan. The PC plan shall be drawn clearly and legibly, and entitled "postconstruction erosion and sediment control plan." The PC plan shall contain a statement of the purpose of the proposed best management practices to be used to secure the project after completion, and shall include all of the information required and contained in the Manual of Standards, Chapter 2, Section 4. (Prior code § 9.33.1705)

15.88.270 Winterization certification.

A winterization certification shall be submitted no later than September 15th for all projects where any construction will occur between October 1st and April 30th. Construction that will occur solely in the summer months, between May 1st and September 30th will not be required to submit a winterization certification. The winterization certification shall consist of a written statement or descriptive plan sheet from the owner certifying that the project under construction is prepared for an event which will stop construction, such as rain or snow, that all ESC plan best management practices are in place and operating correctly, that housekeeping practices are maintained and that the site can be left or abandoned safely for an extended period of time during the rainy season without causing any erosion and sediment control problems. If a winterization certification is required and has not been submitted and approved prior to September 16th, the grading approval will be suspended until a winterization certification is submitted and approval obtained. Refer to the Manual of Standards, Chapter 4, Section 5, for additional information regarding winterization certification. (Prior code § 9.33.1706)

15.88.280 Modification of approved plans.

Any modifications of an approved final plan shall be submitted in writing to the director, who shall approve or deny such modification in his or her sole discretion. All necessary soils and geological information and design details shall accompany any proposed modification. Any modification shall be compatible with all subdivision map or land use requirements. (Prior code § 9.33.1707)

15.88.290 General design standards.

Any activities performed under the authority of the grading ordinance, including but not limited to grading, excavation, soil storage, soil transportation, erosion and sediment control measures, shall conform to the general design standards set forth in the Manual of Standards, Chapter 3. (Prior code § 9.33.1708)

Article IV Permit Requirements

15.88.300 General.

The director shall issue grading approval if final grading plans satisfy the provisions of the grading ordinance and the Manual of Standards. The director shall identify the provision, requirement, or condition which has not yet been met or performed by the applicant in the event the issuance of grading approval is denied. (Prior code § 9.34.1801)

15.88.310 Fees.

A. The applicant shall pay a fee to cover the city's costs of reviewing plans, specifications, reports and other materials related to grading approval and performing all engineering services, field investigations,

inspections, routine laboratory tests of materials and compaction or other work or services in connection with the issuance of grading approval or to determine or enforce compliance with any requirement or provision set forth in this chapter or in Chapter 13.16.

B. The fee or fees required by subsection A shall be established from time to time by resolution of the city council and shall be paid to the director either before grading approval is issued or before the issuance of a building permit, or both in accordance with the fee schedule adopted by resolution of the city council. The director may charge additional fees in any case where the city incurs costs that are not covered by the initial fee payment(s).

C. If grading work is done in violation of the grading ordinance or does not comply with the terms and conditions of a grading approval issued for such grading, the violator is required to pay the city for all costs actually incurred by the city to inspect or investigate such violation and to perform inspection and plan checking of work required to correct the violation. (Ord. 2003-058 § 4; prior code § 9.34.1802)

15.88.320 Progress report.

Applicant shall submit periodic progress reports on specified calendar dates and at commencement and completion of specified grading and erosion and sediment control operations. The dates upon which such reports are required and their content shall be as required by the director in the grading approval. (Prior code § 9.34.1803)

15.88.330 Submit record construction drawings.

The applicant shall submit to the director record construction drawings of the final grading plan and erosion and sediment control plans following completion of grading operations. (Prior code § 9.34.1804)

15.88.340 Performance of work—Inspection.

The director may inspect any work done pursuant to the grading ordinance at any time during the course of construction. No person shall be deemed to have complied with the grading ordinance until a final inspection of the work has been made by the director. As a condition of any grading approval, the applicant shall provide the city a right-of-entry and reasonable access, in accordance with Section 15.88.470 of this chapter, to the site during the performance of all work and for a minimum period of one year after acceptance by the director of all improvements pursuant to the grading ordinance. (Prior code § 9.34.1805)

15.88.350 Location of property lines.

Prior to any grading work or related activities, the owner must flag all property corners of the parcel of land to be graded. If the property corners are unknown, or whenever the location of a property line or easement or the title thereto is disputed during the application process or during a grading operation, a survey by a licensed land surveyor or civil engineer or other resolution of the title dispute, all at the expense of the applicant, may be required by the director. (Prior code § 9.34.1806)

15.88.360 Other responsibilities of applicant.

A. Protection of Utilities. The applicant shall be responsible for the prevention of damage to any public utilities or services.

B. Protection of Adjacent Property. The applicant shall be responsible for the prevention of damage to adjacent property. No person(s) shall excavate on land that is so close to the property line as to endanger any adjoining public street, sidewalk, alley, structure or other public or private property or easement without supporting and protecting such property from any damage which might otherwise result.

C. Advance Notice. The applicant shall notify the director at least twenty-four (24) hours prior to the start of work.

D. Erosion and Sediment Control. It shall be the sole responsibility of the applicant to prevent discharge of sediment from the site, in quantities greater than before the grading occurred, to any watercourse, drainage system, or adjacent property.

E. Compliance with Stormwater Management and Discharge Control Code. At all times during the preconstruction and construction of any project for which grading approval is issued until all final improvements and permanent structures are complete, the applicant shall fully comply with all applicable requirements of the city's Stormwater Management and Discharge Control Code, set forth in Chapter 13.16. (Ord. 2003-058 § 5; prior code § 9.34.1807)

15.88.370 Time limits.

All the work required by the permit or grading approval shall be completed within the time limits specified in the permit or approval. If the work cannot be completed within the specified time, a request for an extension of time setting forth the reasons for the requested extension shall be presented in writing to the director no later than thirty (30) days prior to the expiration of the permit or approval. The director shall in his or her sole discretion approve or deny such request. The director may require a new application and fees depending on the time between the expiration date and the extension request, revisions in city regulations, and/or changed circumstances in the immediate area. (Prior code § 9.34.1808)

15.88.380 Transfer of grading approval.

No approval or permit issued under the grading ordinance may be transferred or assigned in any manner whatsoever, without the express written consent of the director. (Prior code § 9.34.1809)

15.88.390 Improvement security required.

A. As a condition for the issuance of grading approval, the director may require the deposit of an improvement security in an amount deemed sufficient by him or her to assure faithful performance of the grading work in the event of default on the part of the applicant. Said security shall be in a form acceptable to the city.

B. In the case of subdivisions, the improvement security shall remain in effect until final inspections have been made and all grading work and subdivision improvements have been accepted by the city.

C. For projects other than subdivisions, the improvement security shall remain in effect until final inspections have been made and all grading work has been accepted by the director.

D. In addition to the improvement security, the director may also require the deposit of maintenance security in an amount deemed sufficient by him or her to guarantee and maintain the grading work performed, to assure the proper functioning of drainage systems and adequate erosion and sedimentation control. Said maintenance security shall be in a form acceptable to the city and shall remain in effect for a period of one year after the date of acceptance of the improvements or grading work, as designated in subsections B and C of this section, or such other periods of time as required by the director.

E. Any deposit required by the director pursuant to this title shall be payable to the city.

F. Upon failure to complete the work, failure to comply with all of the terms of the grading ordinance, or failure of the completed site to function properly to provide proper drainage or erosion and sedimentation control, the city may do the required work, or cause it to be done and collect from the applicant or surety all costs incurred thereto, including administrative and inspection costs. Any unused portion of a deposit shall be refunded to the applicant after deduction by the city of the cost of the work. (Prior code § 9.34.1810)

15.88.400 Appeals.

Appeals of any decision made pursuant to the grading ordinance shall be made to the construction codes advisory and appeals board in writing, setting forth the specific grounds therefor. Such appeals shall be heard and determined in accordance with the procedures set forth in Chapter 2.48 of this code. (Prior code § 9.34.1811)

Article V Enforcement

15.88.410 Enforcement official.

The director shall enforce the provisions of the grading ordinance. (Prior code § 9.35.1901)

15.88.420 Suspension and revocation of grading approval.

The director may suspend or revoke grading approval for good cause. In the event that a suspension or revocation is appealed to the construction codes advisory and appeals board, no work shall be performed pending appeal except as expressly authorized, in writing, by the director. (Prior code § 9.35.1902)

15.88.430 Stop work order.

A. Whenever any work is being done in violation of the provisions of the grading ordinance or any other applicable law, ordinance, rule or regulation, the director may order the work stopped by serving written notice of such violation on any persons engaged in, doing, or causing such work to be done. Any such person shall forthwith stop such work until authorized by the director to proceed with the work. If there are no persons present on the premises, the notice shall be posted in a conspicuous place. The notice shall state the nature of the violation. Any person violating a stop work order shall be guilty of an infraction.

B. Upon receipt of or knowledge of the existence of such stop work notice, the person performing the work shall:

1. Stop work immediately; and
2. Within twenty-four (24) hours, provide the director with a list of remedies which can be immediately undertaken to bring the work into compliance with this title; and
3. Within twenty-four (24) hours after acceptance of such remedies by the director, undertake at the violator's expense, such action as is necessary to bring the work into compliance with this title.
4. If engineering work is required to identify and define the proper course of action, as determined by the director, such work shall be provided by the violator at no cost to the city. (Prior code § 9.35.1903)

15.88.440 Abatement of unlawfully created conditions.

A. Any condition in violation of the grading ordinance is declared to be a public nuisance, subject to

abatement in accordance with Title 8 of this code. In the event that the director determines that a violation has created a condition which is of such a nature to be imminently dangerous to the public health, safety or welfare, such condition may be abated in accordance with the summary abatement procedures set forth at Chapter 8.04, et seq. of this code.

The following conditions are declared to constitute an imminently dangerous condition:

1. When a violation has altered natural drainage patterns and has caused flooding to any downstream or upstream property; or
2. When a violation results in a condition which creates a drainage alteration such that upstream or downstream property may be flooded when weather conditions change and the owner, lessee, or licensee of the property on which the violation exists cannot be found; or
3. When a violation results in a hazard, requiring immediate correction for the preservation of the public health, safety, or welfare; or
4. When a violation results in a discharge or release of significant amounts of sediment which causes or threatens to cause flooding, property damage, or unsafe conditions.

B. The costs incurred by city to abate any nuisance caused by a violation of the grading ordinance shall be assessed against the subject property as a lien or made a personal obligation to the owner of the property as provided in Chapter 8.04, et seq. of this code. Such costs may include, but shall not be limited to, the following:

1. Engineering and design costs;
2. Contractor service bills or public employee wages at cost;
3. Administrative overhead and supervision based on ten (10) percent of all other costs incurred;
4. Interest which shall accrue and be billed at the rate of ten (10) percent of all unpaid amounts from the date of billing;
5. Attorney fees and costs.

C. The abatement procedures set forth in this section are cumulative and in addition to any other rights or remedies which are or may be available to city to correct or cause to be corrected any violation of the grading ordinance, or to abate a condition which is otherwise a public nuisance. (Prior code § 9.35.1904)

15.88.450 Infraction.

Any person violating any provision of the grading ordinance shall be guilty of an infraction. (Prior code § 9.35.1905)

15.88.460 Nonexclusive remedies.

The remedies provided herein are not exclusive, and are in addition to any other remedy or penalty provided by law for violation of the grading ordinance. (Prior code § 9.35.1906)

15.88.470 Right of entry.

Whenever necessary to enforce the provisions of the grading ordinance, the director may enter the premises at all reasonable times to the extent authorized by law to perform any duty imposed by the grading ordinance. If such entry is refused, the director shall have recourse to every remedy provided by law to secure entry. (Prior code § 9.35.1907)

EXHIBIT C

Sacramento City Code

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1.28.010 General penalty—Continuing violations—Imposition of administrative penalties.

A. Criminal Sanctions. Criminal sanctions for violations of mandatory provisions of this code shall be as set forth in Sections 1.28.020 and 1.28.030 and elsewhere in this code.

B. Civil Actions. The city attorney may bring an action in a court of competent jurisdiction to enjoin a violation of any provision of this code or any other ordinance of the city, or to enforce administrative penalties imposed.

C. Administrative Penalties.

1. The purpose of this subsection relating to administrative penalties is to provide alternative remedies to address acts or omissions set forth in subsection (C)(2) of this section. Violations may be corrected, abated or addressed in a number of ways. It is the intent of this subsection to provide the city with additional remedies to correct violations and, where necessary, to penalize violators for failure to comply with city codes and ordinances. The city council hereby finds and determines that enforcement of this code, other ordinances adopted by the city, conditions on entitlements and terms of city agreements are matters of local concern and serve important public purposes. Consistent with its powers as a charter city, the city adopts this administrative penalty provision in order to achieve the following goals:

- a. To protect the public health, safety and welfare of the city;
- b. To provide for an administrative process that has objective criteria for the imposition of penalties and provides for a fair process to appeal the imposition of administrative penalties;
- c. To provide a method to penalize responsible parties who fail or refuse to comply with provisions of this code, ordinances, agreements, or conditions on entitlements in the city;
- d. To minimize the expense and delay where the sole remedy is to pursue responsible parties in the civil or criminal justice system.

The city council establishes an administrative penalty procedure. All final administrative orders made pursuant to the procedures set forth in this subsection shall be subject to review only as provided in California Code of Civil Procedure Sections 1094.5 and 1094.6. Should any court of competent jurisdiction determine that the city must provide an appeal of any final administrative order in a manner other than set forth in Sections 1094.5 and 1094.6, then it is the intent of the city council that the administrative penalty process remain as provided herein and to provide that any appeal which is timely requested follow the procedures set forth in Government Code Section 53069.4.

2. Imposition of Administrative Penalties. In addition to criminal sanctions and other remedies set forth in this code, the city may impose administrative penalties for any of the acts or omissions set forth in this subsection. Administrative penalties shall be imposed, enforced, collected and reviewed in compliance with the provisions of this section. Administrative penalties may be imposed for any of the following acts or omissions:

- a. All violations of this code;
- b. All violations of the city charter and other codes or ordinances adopted by the city, including but not limited to the zoning ordinance;
- c. All violations of uniform codes adopted by the city;
- d. Failing to comply with any order issued by a commission, board, hearing officer or examiner or other

body appointed by the city council and authorized to issue orders, including, but not limited to, the planning commission, the housing code advisory and appeals board, the design commission, the preservation commission, the design director, the preservation director and the zoning administrator;

e. Failing to comply with any condition or requirement imposed on or by any entitlement, permit, contract or environmental document issued or approved by the city.

3. Alternative Remedy. Nothing in this subsection shall prevent the city from using one or more other remedies to address violations. When the violation upon which the administrative penalty is based pertains to building, plumbing, electrical, structural or zoning provisions, the responsible party shall be provided a reasonable period of time to correct the violation prior to imposition of the administrative penalty, except in those cases in which there is an immediate danger to health or safety.

4. Definitions. For purposes of this chapter, the term “responsible party” shall refer to any person, business, company or entity, and the parent or legal guardian of any person under the age of eighteen (18) years, who has done any act for which an administrative penalty may be imposed.

D. Imposition of Administrative Penalties.

1. Notice. Where the city has determined that any responsible party has violated this code or other provisions as set forth in subsection (C)(2) of this section, the city may commence an administrative proceeding to impose administrative penalties. Any department in the city responsible for enforcement of codes or ordinances may initiate administrative penalty proceedings. To commence such proceedings, the department head or designee shall issue an order imposing administrative penalties. The order shall contain:

a. The name and address of the responsible party in violation. If the administrative penalty results from events occurring on, or the status or condition of, property, the order shall also contain the address of the property;

b. A statement from the city official responsible for issuing the order of the acts or conditions which violate this code or other provisions as set forth in subsections (C)(2) of this section and the specific code or provisions which have been violated;

c. The amount of the administrative penalty the city imposes for the violation;

d. A statement that the responsible party in violation may appeal the imposition of the administrative penalty within twenty (20) days of the date the order is served;

e. A statement that if the responsible party fails to request an appeal of the imposition of the administrative penalty, the order imposing the penalty shall be final;

f. A statement that any responsible party upon whom a final administrative penalty has been imposed may seek review of the order imposing the penalty pursuant to California Code of Civil Procedures Sections 1094.5 and 1094.6.

2. Service of Administrative Penalty Order.

a. Persons Entitled to Service. The administrative penalty order shall be served upon the responsible party in violation. The failure of the city official issuing the order to serve any person required herein to be served shall not invalidate any proceedings hereunder as to any other person duly served or relieve any such person from any duty or obligation imposed on him or her.

b. If the violation is the result of a condition existing on property in the city and the city proposes to impose a lien on the property, one copy of the administrative penalty order shall also be served on each of the following if known to the city official issuing the order or disclosed from official public records: (a) the holder of any mortgage or deed of trust or other lien or encumbrance of record; and (b) the owner or holder of any lease of record. The failure of the city official issuing the order to serve any person required herein to be served shall not

invalidate any proceedings hereunder as to any other person duly served or relieve any such person from any duty or obligation imposed on him or her.

c. Method of Service. Service of an administrative penalty order may be made upon all persons entitled thereto either by personal delivery or by certified mail, return receipt requested. Service on any owner in violation is deemed complete when it is served at the address listed by the owner on the latest equalized assessment roll of Sacramento County, or as known to the city official issuing the order. In lieu of personally serving the responsible party by personal delivery or certified mail, service of the administrative penalty order and any amended or supplemental order may be made as follows:

i. In the event that service by certified return receipt mail cannot be effected or the recipient cannot be personally served, service may be made by substituted service. Substituted service may be accomplished as follows:

(A) By leaving a copy during usual business hours in the recipient's business with the person who is apparently in charge, and by thereafter mailing by first-class mail a copy to the recipient at the address where the copy was left;

(B) By leaving a copy at the recipient's dwelling or usual place of abode, in the presence of a competent member of the household, and thereafter mailing by first-class mail a copy to the recipient at the address where the copy was left.

ii. In the event the violation results from an event occurring on, or a condition existing on, property in the city and the recipient cannot be served by certified return receipt mail or cannot be personally served and has a property manager or rental agency overseeing the premises, substituted service may be made as set forth in subsection (D)(2)(c)(i)(A) of this section upon the property manager or rental agency.

iii. If the responsible party resides or has his, her or its business address out of state and service cannot be effected by certified return receipt mail, then service may be made by first-class mail.

iv. In the event the violation relates to a condition on a property in the city, substituted service may be effected by posting the property with the administrative penalty order and mailing a copy of the order to the responsible party in violation, at the address of the property on which the violation has occurred or is occurring.

v. If the responsible party in violation or other person entitled to service cannot be located or service cannot be effected as set forth in this section, service may be made by publication in a Sacramento newspaper of general circulation which is most likely to give actual notice to the owner. Service shall be deemed sufficient when it is accomplished pursuant to Government Code Section 6063.

The failure of any person to receive such administrative penalty order shall not affect the validity of any proceedings taken under this section against any other responsible party. Service by certified mail in the manner herein provided shall be effective on the date of mailing.

3. Amount of Administrative Penalty. Unless the city council has by resolution or by ordinance adopted a separate and distinct administrative penalty for the particular violation, the amount of the administrative penalty to be imposed shall be set by the department head or his or her designee responsible for issuing the administrative penalty order. Each day a violation continues or occurs constitutes a separate violation. Unless otherwise provided in this code, administrative penalties may be imposed in any amount not less than one hundred dollars (\$100.00) nor more than twenty-five thousand dollars (\$25,000.00) per violation. In determining the amount of the administrative penalty to be imposed, the city official shall consider factors including but not limited to the seriousness of the violation, the responsible party's efforts to correct the violation, the injury/damage, if any, suffered by any member of the public, any instances in which the responsible party has been in violation of the same or similar code provisions in the previous three years, the amount of city staff time which was expended investigating or addressing the violation, and the amount of administrative penalties which have been imposed in similar situations. The amount of the administrative penalty shall be set according to the

following schedule:

a. Level A violations are violations that present a substantial probability that death or serious physical harm to the public at large or person(s) would result therefrom. Level A violations shall be subject to an administrative penalty of five thousand dollars (\$5,000.00) to twenty-five thousand dollars (\$25,000.00);

b. Level B violations are violations that either (1) present the threat, but not substantial probability, that serious physical harm to the public at large or person(s) would result therefrom; or (2) present circumstances that are likely to cause and/or do cause serious harm to public or private property; or (3) present a conscious and willful disregard of (i) a hearing examiner's order or orders, or (ii) orders or notices of violation issued by any agency or commission authorized to issue such orders or notices. Level B violations shall be subject to an administrative penalty of two thousand five hundred dollars (\$2,500.00) to four thousand nine hundred ninety-nine dollars and ninety-nine cents (\$4,999.99);

c. Level C violations are violations that present circumstances that either (1) are likely to cause and/or do cause harm to public or private property; or (2) show repeated or continuous noncompliance with (i) a hearing examiner's order or orders, or (ii) orders or notices of violation issued by any agency or commission authorized to issue such orders or notices. Level C violations shall be subject to an administrative penalty of one thousand dollars (\$1,000.00) to two thousand four hundred ninety-nine dollars and ninety-nine cents (\$2,499.99);

d. Level D violations are violations other than Level A, B, or C violations. Level D violations shall be subject to an administrative penalty of one hundred dollars (\$100.00) to nine hundred dollars and ninety-nine cents (\$999.99).

4. Administrative Hearing Appeal.

a. Notice of Appeal. Any responsible party upon whom an administrative penalty has been imposed may appeal the administrative penalty by filing with the office of the city clerk a written notice of appeal within twenty (20) calendar days of service of the administrative penalty order. The written notice of appeal shall contain:

i. A brief statement setting forth the interest the appealing party has in the matter relating to the imposition of the penalty;

ii. A brief statement, in ordinary and concise language, of the material facts which the appellant claims support his, her or its contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted; and

iii. An address at which the appellant agrees notice of any additional proceeding or an order relating to the imposition of the administrative penalty may be received by first class mail.

b. Payment of Appeal Fee. Any responsible party appealing the imposition of an administrative penalty shall be required to pay to the city clerk, at the time the written notice of appeal is filed, an appeal fee as herein provided. The appeal fee is intended to cover the costs, expenses and city employees' time incurred by the city in processing, preparation for, and hearing of the appeal, and shall be refunded to the appellant if the hearing examiner determines that imposition of the penalty is not warranted or is not in the interest of justice. No notice of appeal is valid unless accompanied by the appeal fee, unless otherwise waived pursuant to Section 1.24.100 of this code. In the event an appeal fee is waived and the violation results in a lien against the appellant's property, the appeal fee which was waived shall be added to the amount of the lien. The appeal fee shall be:

i. Level A violation, five hundred dollars (\$500.00);

ii. Level B violation, two hundred fifty dollars (\$250.00);

iii. Level C violation, one hundred dollars (\$100.00);

iv. Level D violation, fifty dollars (\$50.00).

c. **Hearing Examiner.** The administrative penalty appeal shall be heard by a hearing examiner appointed by the city council to hear administrative appeals. The hearing examiner shall not be a city employee.

d. **Setting Administrative Penalty Appeal Hearing.** The administrative penalty appeal hearing shall be set by the city clerk or his or her designee, and notice of the appeal hearing shall be sent to the appellant by first class mail at the address provided with the written notice of appeal. The hearing shall be held no sooner than twenty (20) days after the notice of appeal is filed. Notice of the appeal hearing shall be mailed to the appellant at least fifteen (15) days before the hearing date.

e. **Conduct of the Administrative Penalty Appeal Hearing.**

i. **Testimony at the Hearing.** At the time set for the administrative penalty appeal hearing the hearing examiner shall proceed to hear testimony from the representative of the city, the appellant and any other competent persons with respect to imposition of an administrative penalty.

ii. **Record of Oral Evidence at Hearing.** The proceedings at the hearing shall be reported by a tape recording. Either party may provide a certified shorthand reporter to maintain a record of the proceedings at the requesting party's own expense.

iii. **Continuances.** The hearing examiner may, upon request of the appellant or the city, or upon his or her own motion, grant continuances from time to time for good cause shown.

iv. **Oaths—Certification.** The hearing examiner shall administer the oath or affirmation.

v. **Evidence Rules.** Government Code Section 11513, subsections (a), (b) and (c), as it exists on the effective date of the ordinance codified in this section, these provisions, or as hereafter amended, shall apply to all administrative penalty hearings.

vi. **Rights of Parties.**

(A) Parties may represent themselves, or be represented by any person of their choice.

(B) If a party does not proficiently speak or understand the English language, he or she may provide an interpreter, at that party's own cost, to translate for the party. An interpreter shall not have had any personal involvement in the issues of the case prior to the hearing.

vii. **Official Notice.** In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact which may be judicially noticed by the courts of this state or which may appear in any of the official records of the city or county, or any of their departments.

viii. **Inspection of Premises.**

(A) In the case of a violation related to real property in the city, the hearing examiner may inspect the property prior to, during, or after the hearing, provided that:

(1) Notice of the inspection shall be given to the parties before the inspection is made;

(2) The parties consent and are given an opportunity to be present during the inspection; and

(3) Upon completion of the inspection, the hearing examiner shall state for the record during the hearing, or file a written statement after the hearing for inclusion in the hearing record, the material facts observed and the conclusion drawn therefrom.

(B) Each party then shall have a right to rebut or explain the matters so stated by the hearing examiner either for the record during the hearing or by filing a written statement after the hearing for inclusion in the hearing record.

(C) Notice to the parties, or the owner(s)' consent to inspect the property is not required if the property can be inspected from areas to which the general public has access or with permission of other persons authorized to provide access to the property and/or buildings located on the property.

(D) Subpoenas. The hearing examiner shall have the authority to issue subpoenas compelling witnesses to appear and provide testimony or subpoena duces tecum compelling witnesses to produce documents. The hearing examiner shall issue a subpoena only upon a showing of reasonable necessity by the requesting party. Failure of either party to comply with any subpoena may be considered by the hearing examiner in making his/her decision regarding the imposition of administrative penalties.

f. Imposition of the Administrative Penalty—Form and Contents of Decision—Finality of Decision.

i. Factors in Hearing Examiner's Decision. The hearing examiner may affirm the administrative penalty imposed by the city, reduce the penalty to a lower amount within the charged level of violation, reduce the level of violation and reduce the penalty to an amount within the new level of violation, or find that imposition of the penalty is not warranted or is not in the interest of justice. The hearing examiner shall have the discretion to impose a lower, but not a higher, level of violation and/or penalty amount. In making his or her decision regarding the administrative penalty, the hearing examiner shall consider evidence presented by all witnesses, the seriousness of the violation, the responsible party's efforts to correct the violation, the injury or damage, if any, suffered by any member of the public, any instances in which the responsible party has been in violation of the same or similar code provisions in the previous three years, and the amount of city staff time which was expended investigating and addressing the violation.

ii. Hearing Examiner's Decision. The decision of the hearing examiner shall be issued within thirty (30) days of the hearing, shall be in writing, and shall contain findings of fact and a determination of the issues presented. The decision shall require the administrative penalty to be paid within twenty-five (25) calendar days of the date of service of the decision. The decision shall inform the responsible party that if the administrative penalty is not paid within the time specified, it may be made a personal obligation of the responsible party, and if applicable may also be made a lien against the property on which the violation occurred, and may be made a special assessment collected at the same time and in the same manner as ordinary secured property taxes are collected. The hearing examiner's decision shall also inform the responsible party that any judicial review of the hearing examiner's decision shall be pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6.

iii. Service of the Hearing Examiner's Decision. Upon issuance of the decision, the city shall serve a copy on the appellant by first class mail to the address provided by appellant in the written notice of appeal. The hearing examiner's decision shall be deemed served two days after the date it is mailed to the address provided by the appellant.

iv. Any judicial action taken to set aside, annul or vacate the decision of the hearing examiner shall be filed in the manner and within the time provided in California Code of Civil Procedure Sections 1094.5 and 1094.6.

g. Payment and Collection of the Administrative Penalty.

i. Any responsible party upon whom an administrative penalty has been imposed shall pay the administrative penalty within twenty-five (25) days after service of a final order or decision of a hearing examiner. The city may take the actions set forth in this subsection to collect the unpaid penalty.

ii. Attorney's Fees and Costs. In the event a civil action is commenced to collect the administrative penalty, the city shall be entitled to recover reasonable attorney's fees and all costs associated with collection of the penalty. Costs include, but are not limited to, staff time incurred in the collection of the penalty and those costs set forth in Code of Civil Procedure Section 1033.5.

iii. Interest on Administrative Penalties. An administrative penalty shall accrue interest at the same annual rate as any civil judgment. Interest shall accrue commencing on the twenty-sixth day following service of a final order or the hearing officer's decision.

iv. Liens. The amount of the unpaid administrative penalty, plus interest, plus any other costs as provided in this section, may be made a lien on the real property on which the violation occurred.

(A) Notice shall be given to the responsible party prior to the recordation of the lien, and shall be served in

the same manner as a summons in a civil action pursuant to Article 3 (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedure.

(B) The lien shall attach when the city manager or his or her designee records a lien listing delinquent unpaid administrative penalties with the county recorder's office. The lien shall specify the amount of the lien, the date of the final administrative decision, the street address, legal description, and assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the record owner of the parcel.

(C) In the event that the lien is discharged, released, or satisfied, either through payment or foreclosure, notice of the discharge containing the information specified in subsection (D)(4)(g)(iv)(B) of this section shall be recorded by the city clerk.

(D) The lien may be foreclosed at any time by an action brought by the city for a money judgment. As part of the foreclosure action, the city may recover reasonable attorneys' fees and costs, including but not limited to costs incurred for processing and recording of the lien and providing notice to the property owner.

v. Special Assessments. The amount of the unpaid administrative penalty, plus interest, plus any other costs as provided in this section, may be made a special assessment against the real property on which the violation occurred. The procedure established by the city council to specially assess delinquent utility billings shall be used to specially assess unpaid administrative penalties.

vi. Other Enforcement Procedures. The city may take such other actions as are allowed for enforcement of a civil judgment as provided for pursuant to the Enforcement of Judgments Law, California Code of Civil Procedure Sections 680.010 et seq. (Ord. 2006-065 § 3; Ord. 2005-038 § 2; Ord. 2001-046 § 2 (part); Ord. 98-038 § 1; Ord. 97-065 § 1; prior code § 1.01.070)

EXHIBIT D

**City of Sacramento
Department of Utilities**

**Policy For Determining Administrative Penalties
For Prohibited Non-Stormwater Discharges**

Section 13.16.050 of the Sacramento City Code prohibits the discharge of non-stormwater that enters the City's storm drain system. City Code section 13.16.150 authorizes various enforcement actions for violations of section 13.16.050, including the imposition of administrative penalties. Administrative penalties for violations of section 13.16.050 are imposed pursuant to the City's administrative penalty ordinance, Sacramento City Code section 1.28.010. This ordinance provides the following guidance for determining administrative penalty amounts:

Amount of Administrative Penalty. Unless the city council has by resolution or by ordinance adopted a separate and distinct administrative penalty for the particular violation, the amount of the administrative penalty to be imposed shall be set by the department head or his or her designee responsible for issuing the administrative penalty order. Each day a violation continues or occurs constitutes a separate violation. Unless otherwise provided in this code, administrative penalties may be imposed in any amount not less than one hundred dollars (\$100.00) nor more than twenty-five thousand dollars (\$25,000.00) per violation. In determining the amount of the administrative penalty to be imposed, the city official shall consider factors including but not limited to the seriousness of the violation, the responsible party's efforts to correct the violation, the injury/damage, if any, suffered by any member of the public, any instances in which the responsible party has been in violation of the same or similar code provisions in the previous three years, the amount of city staff time which was expended investigating or addressing the violation, and the amount of administrative penalties which have been imposed in similar situations. The amount of the administrative penalty shall be set according to the following schedule:

- a. Level A violations are violations that present a substantial probability that death or serious physical harm to the public at large or person(s) would result therefrom. Level A violations shall be subject to an administrative penalty of five thousand dollars (\$5,000.00) to twenty-five thousand dollars (\$25,000.00);
- b. Level B violations are violations that either (1) present the threat, but not substantial probability, that serious physical harm to the public at large or person(s) would result therefrom; or (2) present circumstances that are likely to cause and/or do cause serious harm to public or private property; or (3) present a conscious and willful disregard of (i) a hearing examiner's order or orders, or (ii) orders or notices of violation issued by any agency or commission authorized to issue such orders or notices. Level B violations shall be subject to an administrative penalty of two thousand five hundred dollars (\$2,500.00) to four thousand nine hundred ninety-nine dollars and ninety-nine cents (\$4,999.99);

- c. *Level C violations are violations that present circumstances that either (1) are likely to cause and/or do cause harm to public or private property; or (2) show repeated or continuous noncompliance with (i) a hearing examiner's order or orders, or (ii) orders or notices of violation issued by any agency or commission authorized to issue such orders or notices. Level C violations shall be subject to an administrative penalty of one thousand dollars (\$1,000.00) to two thousand four hundred ninety-nine dollars and ninety-nine cents (\$2,499.99);*
- d. *Level D violations are violations other than Level A, B, or C violations. Level D violations shall be subject to an administrative penalty of one hundred dollars (\$100.00) to nine hundred dollars and ninety-nine cents (\$999.99).*

Based on the above criteria, the following guidelines are established for determining administrative penalty amounts for prohibited non-stormwater discharges.

Residential/Private Citizen

Non-hazardous non-stormwater discharges

Non-hazardous materials include dirt/gravel/sand, vegetation, gray water, food waste, chlorinated pool water, detergents, etc.

First Violation:

Issuance of a notice of violation, cease and desist order and/or notice to clean and abate, but no imposition of administrative penalties, unless the City enforcement official determines that the responsible party was grossly negligent, failed to contain and clean up the prohibited material within the time frame prescribed by the City, attempted to mislead the City with incorrect information and/or refused to comply with the City's enforcement action(s).

Second Violation:

Minimum penalty of \$100, not to exceed \$999.99 (Level D). This also may be imposed for a first violation under the circumstances described above. Determination of the penalty amount within this range will be made based on consideration of the factors set forth above.

Subsequent Violations:

If the City enforcement official has imposed an administrative penalty on the same responsible party for a violation of City Code Section 13.16.050 within the preceding three years, the maximum administrative penalty for subsequent violations of City Code Section 13.16.050 may be increased to \$2,499.99. The circumstances of the subsequent violations need not be similar to those of the previous violation(s). The maximum administrative penalty for subsequent violations may be increased to \$4,999.99 if the criteria set forth above for Level B violations are met. Determination of the penalty amount within these ranges will be made based on consideration of the factors set forth above.

Multiple Days:

Each day a violation continues or occurs can be charged as a separate violation.

Hazardous non-stormwater discharges

Hazardous materials include oils, fuels, latex, oil or water based paint, stucco or concrete waste/wastewater, sewage, antifreeze, paint thinners, herbicides, pesticides, pool chemicals, cleaners, solvents, acids, etc.

First Violation:

Minimum penalty of \$200, not to exceed \$2,499.99 (Level C or D) for the first prohibited non-stormwater discharge identified as a hazardous material. Determination of the penalty amount within this range will be made based on consideration of the factors set forth above.

Subsequent Violations

If the City enforcement official has imposed an administrative penalty on the same responsible party for a prohibited hazardous non-stormwater discharge within the preceding three years, the maximum administrative penalty for subsequent prohibited hazardous non-stormwater discharges may be increased to \$4,999.99 if the criteria set forth above for Level B violations are met. The circumstances of the subsequent violations need not be similar to those of the prior violation(s). Determination of the penalty amount within this range will be made based on consideration of the factors set forth above.

Multiple Days:

Each day a violation continues or occurs can be charged as a separate violation.

Business

Non-hazardous non-stormwater discharges

First Violation:

Issuance of a notice of violation, cease and desist order and/or notice to clean and abate, but no imposition of administrative penalties, unless the City enforcement official determines that the responsible party was grossly negligent, failed to contain and clean up the prohibited material within the time frame prescribed by the City, attempted to mislead the City with incorrect information and/or refused to comply with the City's enforcement action(s).

Second Violation:

Minimum penalty of \$250, not to exceed \$2,499.99 (Level C or D). This also may be imposed for a first violation under the circumstances described above. Determination of the penalty amount within this range will be made based on consideration of the factors set forth above.

Subsequent Violations:

If the City enforcement official has imposed an administrative penalty on the same responsible party for a violation of City Code Section 13.16.050 within the preceding three years, the maximum administrative penalty for subsequent violations of City Code Section 13.16.050 may be increased to \$4,999.99 if the criteria set forth above for Level B violations are met. The circumstances of the subsequent violations need not be similar to those of the previous violation(s). Determination of the penalty amount within this range will be made based on consideration of the factors set forth above.

Multiple Days:

Each day a violation continues or occurs can be charged as a separate violation.

BMPs:

The responsible party may, upon approval by the City enforcement official, apply the administrative penalty amount toward the purchase of structural BMP's to eliminate any reasonable possibility of a future prohibited non-storm water discharge.

Hazardous non-stormwater discharges

First Violation:

Minimum penalty of \$500, not to exceed \$2,499.99 (Level C or D) for the first prohibited non-stormwater discharge identified as a hazardous material. The maximum administrative penalty may be increased to \$4,999.99 if the criteria set forth above for Level B violations are met. Determination of the penalty amount within these ranges will be made based on consideration of the factors set forth above.

Subsequent Violations

If the City enforcement official has imposed an administrative penalty on the same responsible party for a prohibited hazardous non-stormwater discharge within the preceding three years, the maximum administrative penalty for subsequent prohibited hazardous non-stormwater discharges may be increased to \$4,999.99 if the criteria set forth above for Level B violations are met. The circumstances of the subsequent violations need not be similar to those of the prior violation(s). Determination of the penalty amount within this range will be made based on consideration of the factors set forth above.

Multiple Days:

Each day a violation continues or occurs can be charged as a separate violation.

BMPs:

The responsible party may, upon approval by the City enforcement official, apply the administrative penalty amount toward the purchase of structural BMP's to eliminate any reasonable possibility of a future prohibited non-storm water discharge.

Administrative Penalties of \$5,000 or More

Administrative penalties of \$5000 or more, up to a maximum amount of \$25,000, may be imposed under circumstances meeting the criteria set forth above for Level A violations.

Other Enforcement Actions; Cost Recovery

The imposition of administrative penalties for violations of City Code Section 13.16.050 shall not prevent the City or any other authorized agency from exercising any additional enforcement authority authorized or provided in any law or regulation, including without limitation any or all of the actions authorized by City Code Section 13.16.150. The imposition of administrative penalties shall be in addition to the recovery of costs incurred by the City in cleaning up and abating a violation, or the recovery of costs granted to the City after prevailing in an administrative, civil or criminal proceeding initiated under Chapter 13.16 of the City Code.

EXHIBIT E

TITLE 15 WATER AND SEWERS*

Chapter 15.12 STORMWATER MANAGEMENT AND DISCHARGE CONTROL

Article 1 General Provisions

15.12.105 Title.

15.12.110 Findings.

15.12.120 Purpose and Intent.

15.12.130 Definitions.

15.12.135 Construction.

15.12.140 Applicability.

15.12.150 Regulatory Consistency.

15.12.160 Compliance Disclaimer.

15.12.170 Severability.

15.12.180 Administration.

15.12.190 Disclaimer of Liability.

Article 2 Prohibited Discharges

15.12.200 Prohibited Non-Stormwater Discharge.

15.12.210 Exceptions To Non-Stormwater Discharge Prohibition.

15.12.220 Exception to Otherwise Applicable Exemptions.

15.12.230 Prohibited Stormwater Discharges.

15.12.240 Prohibited Conditions.

15.12.250 Negligence or Intent Not Required.

Article 3 Reduction of Pollutants in Stormwater

15.12.300 General Requirements for Best Management Practices.

15.12.302 Significant Industrial Activities.

15.12.305 County Stormwater Permit.

15.12.310 Containment and Notification of Spills.

15.12.320 Specified Performance Requirements for Industrial Activities.

15.12.322 Construction Sites With Building Permits.

15.12.325 Post Construction Requirements for New Development and Significant Redevelopment.

15.12.327 BMP Maintenance Requirements.

15.12.330 Administrative Rules and Regulations.

Article 4 Inspection and Monitoring

15.12.400 Scope of Inspections.

15.12.430 Monitoring Requirements for Industrial Facilities.

15.12.435 Reporting Requirements.

15.12.438 Confidentiality of Information.

15.12.440 Record Retention.

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Article 5 Enforcement

15.12.500 Enforcement at Construction Sites with Building Permits.

15.12.505 Notice of Violation.

15.12.520 Cease and Desist Orders.

15.12.525 Enforcement Actions—Content.

15.12.530 Delivery of Notice.

15.12.540 Administrative Appeals.

15.12.543 Conduct of Administrative Hearings—Generally.

15.12.545 Form and Contents of Decision—Finality of Decision.

15.12.548 Procedures for Collection of Administrative Civil Penalty.

15.12.549 Actions Not Prohibited.

15.12.550 Nuisance and Abatement.

15.12.555 Enforcement Policy.

15.12.560 Administrative Civil Penalties.

15.12.570 Criminal Penalties.

15.12.580 Miscellaneous Enforcement Provisions.

Article 6 Recovery of Cost Abatement

15.12.600 Costs of Abatement—Confirmation.

15.12.610 Costs—Assessments.

15.12.620 Treble Costs.

15.12.630 Hearing of Protests.

15.12.640 Assessment for Summary Abatement.

15.12.650 Time for Contest of Assessment.

15.12.660 Filing Copy of Report With County Auditor.

Article 1 General Provisions

15.12.105 Title.

This Chapter shall be known as the "stormwater Ordinance." (SCC 1280 § 2 (part), 2004)

15.12.110 Findings.

- a. The Federal Clean Water Act provides for the regulation and reduction of pollutants discharged into the Waters of the United States by extending National Pollutant Discharge Elimination System (NPDES) requirements to stormwater and urban runoff discharge into the County storm drain system.
- b. The State Water Resources Control Board ("State Board") is the State water pollution control agency for all purposes of the Clean Water Act pursuant to Section 13160 of the California Water Code. The State Board is authorized by the United States Environmental Protection Agency to administer the NPDES program within the State. The Porter-Cologne Water Quality Control Act (Water Code section 13000 et seq.) provides authority for the State NPDES program, including provisions to issue NPDES Permits and Waste Discharge Requirements to regulate discharges of stormwater to waters of the State.
- c. Stormwater flows from individual properties to the County storm drain system and then ultimately to the waters of the State.
- d. The County is a co-permittee under the Waste Discharge Requirements for County of Sacramento and cities of Citrus Heights, Elk Grove, Folsom, Galt, and Sacramento, Storm Water Discharges from Municipal Separate Storm Sewer Systems Sacramento County (Order No. R5-2002-0206), dated December 6, 2002, which also serves as a National Pollutant Discharge Elimination System Permit under the Federal Clean Water Act (NPDES No. CAS082597). As a co-permittee, the County is required to possess the necessary legal authority, and to implement appropriate procedures, to regulate the entry of pollutants and non-stormwater discharges into and from the County storm drain system.
- e. The County's Municipal Stormwater Permit requires the County effectively to prohibit non-stormwater discharges from the unincorporated urbanized area of the County into the County storm drain system except as otherwise permitted by federal law.
- f. Non-stormwater discharges and stormwater pollutants that are discharged directly to waters of the State without passing through the County storm drain system are not subject to the requirements of the Municipal Stormwater Permit. However, such discharges have the potential

to degrade water quality and impact the quality of life for the people of the County. Regulation of such discharges by the County provides benefits to its people and protects the local environment. g. The Board finds in this regard that the provisions of this Chapter are necessary to provide the County with the legal authority necessary to implement and otherwise comply with the requirements of its Municipal Stormwater Permit and to protect the waters of the State for the benefit of its people and the environment. (SCC 1295 § 1, 2005: SCC 1280 § 2 (part), 2004)

15.12.120 Purpose and Intent.

a. This Chapter is adopted pursuant to Article XI, Section 7 of the California Constitution which authorizes the County to exercise its police power to protect and promote the public health, safety and general welfare. While stormwater runoff is one step in the natural cycle of water, human activities, including, but not limited to, agriculture, construction, manufacturing and the operation of an urban infrastructure, may result in undesirable discharges of pollutants and certain sediments. Such discharges may accumulate in local drainage channels and waterways and eventually may be deposited in the natural surface waters. The purpose of this Chapter is to protect and enhance the watercourses within the unincorporated area of the County, by controlling the contribution of urban pollutants to stormwater runoff which enters the County storm drain system in a manner consistent with the Federal Clean Water Act, the Porter-Cologne Water Quality Control Act and Municipal discharge Permit No. CAS082597, and by controlling pollutants that are discharged directly to natural surface waters.

b. It is the intent of the Board in adopting this Chapter to provide the County with the legal authority to accomplish the following goals:

1. To benefit the people and environment of the County by protecting water quality in waters of the State;
2. To reduce the discharge of pollutants in stormwater to the maximum extent practicable, whether those discharges are made to the County storm drain system, or directly to natural surface waters;
3. To effectively prohibit Non-stormwater discharges into the County storm drain system or to natural surface waters;
4. To comply with the requirements of the Federal Clean Water Act, the Porter-Cologne Water Quality Control Act and NPDES Municipal Storm Water Discharge Permit #CAS082597 as they apply to the discharge of pollutants into and from the County storm drain system;
5. To fully implement the County's stormwater Quality Improvement Plan;
6. To protect the physical integrity and function of the County storm drain system from the effects of pollutants and materials other than stormwater;
7. To prevent the contamination of groundwater as a result of pollution migration from the County storm drain system;
8. To promote cost effective management and beneficial use of sediments in the County storm drain system;
9. To protect the health and safety of maintenance personnel and the public who may be exposed to pollutants in the County storm drain system or in natural surface waters;
10. To provide for the recovery of regulatory costs incurred by the County in the implementation of this Chapter or its stormwater Quality Improvement Plan, including, but not limited to, enforcement activities, compliance assistance, inspections, investigations, sampling and monitoring; and
11. To establish appropriate enforcement procedures and penalties for violations of the provisions of this Chapter. (SCC 1280 § 2 (part), 2004)

15.12.130 Definitions.

Any term(s) defined in the Federal Clean Water Act, as amended, and/or defined in the regulations for the stormwater discharge permitting program issued by the Environmental Protection Agency, as amended, and which are not specifically defined in this Chapter shall, when used in this Chapter, have the same meaning as set forth in said act or regulation. As used in this Chapter, the following words and phrases shall have the meanings set forth below unless the context clearly indicates otherwise.

- a. "Administrator" means the Administrator of the County of Sacramento's Municipal Services Agency and his or her designees.

- b. "Best management practices" or BMPs means schedules of activities, prohibition of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce to the maximum extent practicable the discharge of pollutants to the County storm drain system or directly or indirectly to natural surface waters. BMPs shall also be defined to include structural controls, treatment controls, source controls, training requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, and drainage from raw materials storage.
- c. "Board" means the Board of Supervisors of the County of Sacramento.
- d. "County" means the County of Sacramento.
- e. "County stormwater permit" means a permit issued to industries by the County to establish requirements intended to eliminate Non-stormwater discharges and control, reduce, or eliminate pollutants in stormwater.
- f. "County storm drain system" means those public man-made facilities within the unincorporated area of the County which are owned, operated, maintained or controlled by the County by which stormwater may be conveyed to natural surface waters, including, but not limited to, any roads with drainage systems, municipal streets, catch basins, water quality basins, detention basins, constructed wetlands, artificial channels, aqueducts, curbs, gutters, ditches, sumps, pumping stations, storm drain inlets, and storm drains.
- g. "Director of Water Resources" means the Director of the County's Department of Water Resources, and his or her designees.
- h. "Discharge" means the release or placement of any material into the County storm drain system or natural surface waters, including, but not limited to, stormwater, wastewater, pollutants, solid materials, liquids, hazardous waste, raw materials, debris, litter or any other substance.
- i. "Discharger" means any person who discharges, or causes to discharge, either directly or indirectly, stormwater or any other material into the County storm drain system or to natural surface waters.
- j. "Illicit connection" means any physical connection to the County storm drain system or natural surface waters which is not expressly authorized by the County.
- k. "Implementing agency" means the agency or department designated by the Administrator to enforce the provisions of this Chapter with respect to a particular site, facility or industry category.
- l. "Industry" or "industrial activity" means any service, business, enterprise, or any other activity conducted by any person for the purpose of monetary or other compensation, or in support of or promotion of such activity. This term shall also mean any similar activity conducted by a non-profit corporation as defined by the State of California.
- m. "Material" means any substance, including, but not limited to, raw materials, finished products, garbage and debris, lawn clippings, leaves and other vegetation, biological and fecal waste, sediment and sludge, oil and grease, gasoline, paints, solvents, cleaners and any fluid or solid containing chemicals.
- n. "Municipal Stormwater Permit" means NPDES Permit #CAS082597, including any amendments thereto or successor permit, issued by the Regional Board to the County and the cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova, and Sacramento.
- o. "National Pollution Discharge Elimination System Permit" or "NPDES Permit" means a permit issued by either the Regional Board, the State Water Resources Control Board pursuant to Chapter 5.5 (commencing with Section 13370) of Division 7 of the Water Code, or the United States Environmental Protection Agency to control discharges from point sources to natural surface waters.
- p. "Natural surface water" means creeks, natural ponds or lakes, wetlands, the Sacramento River, American River, Cosumnes River, Mokelumne River, Lake Natoma, or navigable waters of the delta and shall include any waters of the United States contained within the boundaries of the State. Natural surface water does not mean any wet or dry detention basin, constructed wetland, stormwater treatment facility, artificial lake or pond or other man-made body of water.
- q. "Non-stormwater discharge" means any discharge to the County storm drain system or directly to natural surface waters which did not originate as surface runoff and drainage from storm events and snow melt, but essentially resulted from human activities, or materials or processes under a persons control. Non-stormwater discharges include but are not limited to discharges of: (1) water that has been used by a person for any purpose such as cleaning, rinsing, cooling, irrigation, aquaculture, recreation, cooking, and industrial processes; (2) water or wastewater that originates or flows from equipment, valves, piping, hoses, containers, tanks, or other man-made apparatus; or (3) any discharge of materials or wastes other than water.
- r. "Person" means any natural person as well as any corporation, partnership, public agency,

trust, estate, cooperative association, joint venture, business entity or other similar entity, or the agent, employee or representative of any of the above.

s. "Pollutant" means any contaminant or other substance which, as determined by the Administrator, is discharged or has a reasonable potential to be discharged in sufficient quantities or concentrations to cause exceedance of receiving water limitations, or otherwise cause a violation of the Municipal Stormwater Permit. Pollutant may include, but is not limited to, solid waste, sewage, garbage, medical waste, wrecked or discarded equipment, radioactive material, dredged soil, rock, sand, industrial waste, feces, fecal coliform, fecal streptococcus, enterococcus, volatile organic carbon, surfactants, oil and grease, petroleum hydrocarbon, organic solvents, metals, phenols, pesticides, nutrients, suspended or settleable solids, materials causing an increase in biochemical or chemical oxygen or total organic carbon, substances which alter pH, and those pollutants defined in Section 1362(6) of the Federal Clean Water Act.

t. "Potential discharger" means any person who by nature of the enterprise, activity or industry in which such person is engaged, or by the use, possession or ownership of specified types of building, facility, equipment, or materials, is determined by the Administrator to generate or have the capacity to generate pollutants, wastes, or wastewater which have significant potential to be discharged to the County storm drain system or directly to any natural surface waters.

u. "Premises" means any building, lot, parcel or land, or portion thereof, whether improved or unimproved.

v. "Prohibited non-stormwater discharge" means any non-stormwater discharge to the County storm drain system or directly to natural surface waters, which is not otherwise specifically authorized by this Chapter, the Regional Board, State or Federal law, or an NPDES Permit.

w. "Prohibited non-stormwater discharge installation" means any structure or equipment installed at a person's premises that is not directly connected to the County drain system, but nonetheless is intended or serves to discharge or convey a prohibited non-stormwater discharge to the County storm drain system or waters of the State.

x. "Receiving water limitations" is as defined and listed in Section B.1. of the Municipal Stormwater Permit or any successor document.

y. "Receiving waters" means surface bodies of water, as defined by the Municipal Stormwater Permit, including, but not limited to, creeks and rivers, which serve as discharge points for the County storm drain system.

z. "Regional Board" means the California Regional Water Quality Control Board, Central Valley Region.

aa. "Significant industrial activity" means any industrial activity, individual industrial facility, or class of industrial facilities which is determined by the Administrator to discharge or have the potential to discharge pollutants into stormwater, or non-stormwater in quantities or concentrations which may cause exceedance of receiving water limitations, or for which a requirement has been imposed by the state or federal government on the County to conduct stormwater regulatory activities focused on the facility or activity.

bb. "Significant redevelopment" means the creation or addition of at least five thousand (5,000) square feet of impervious surfaces on an already developed site. Significant redevelopment includes, but is not limited to expansion of a building footprint, or replacement of a structure; replacement of impervious surface that is not part of a routine maintenance activity; and land-disturbing activities related to structural or impervious surfaces.

cc. "Specified performance requirements" means standards adopted by the County that define required conditions or results regarding the elimination of non-stormwater discharges or the control of pollutants in stormwater from specified sources.

dd. "State Construction General Permit" means the State Water Resources Control Board's Order No. 99-08 – DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 Waste Discharge Requirements (WDRS) for discharges of Storm Water Runoff Associated With Construction Activity, and any successor documents.

ee. "State Industrial General Permit" means the State Water Resources Control Board's "Water Quality Order No. 97-03-DWQ, National Pollutant Discharge Elimination System General Permit No. CAS000001, Waste Discharge Requirements for Discharges of Storm Water Associated With Industrial Activities Excluding Construction Activities" and any successor documents.

ff. "Stormwater" means surface runoff and drainage resulting from storm events and snow melt, including surface runoff and drainage that contains pollutants as a result of contact with man-made or natural sources.

gg. "Threatened prohibited non-stormwater discharge" means any condition or activity which does not currently result in a prohibited non-stormwater discharge but is nevertheless determined by the Administrator to be a condition which results in a substantial likelihood of a future

prohibited non-stormwater discharge;

hh. "Unmitigated stormwater pollutant source" means any existing condition that if left unmitigated is reasonably likely, as determined by the Administrator, to result in a discharge of pollutants in stormwater that will cause or contribute to an exceedance of receiving water limitations, harm or interfere with the County storm drain system, or otherwise pose a threat to public health and safety.

ii. "Waters of the United States" has the same meaning as set forth in Part 122.2 of Title 40 of the Code of Federal Regulations or any successor provision. (SCC 1295 § 2, 2005; SCC 1280 § 2 (part), 2004)

15.12.135 Construction.

The provisions of this Chapter shall be construed to assure consistency with the requirements of the Federal Clean Water Act and any acts amendatory thereof or supplementary thereto, applicable implementing regulations, and NPDES Permit # CAS082597 and any amendment, revision or re-issuance thereof. In the event of a conflict between this Chapter and any federal or state law, regulation, order or permit, the requirement which establishes the higher standard for public health and safety shall govern. (SCC 1280 § 2 (part), 2004)

15.12.140 Applicability.

The provisions of this Chapter shall be applicable to all dischargers and potential dischargers located within the unincorporated area of the County and all dischargers or potential dischargers that discharge either directly or indirectly into the County storm drain system. This Chapter shall also apply, within the unincorporated area of the County, to stormwater and Non-stormwater discharges made directly to natural surface waters. This Chapter shall not be applicable to discharges occurring outside the unincorporated area of the County.

This Chapter shall apply to facilities subject to the State Construction General Permit; the pollutant control provisions of the County Erosion and Sediment Control Ordinance, County Grading permit, or a Building Permit; or any other instrument of the County that establishes pollutant control provisions for construction sites. However, compliance with the requirements of these permits and the Erosion and Sediment Control Ordinance shall constitute compliance with this Chapter.

This Chapter shall not apply to activities conducted by or facilities operated by the State of California or by agencies of the Federal Government. (SCC 1280 § 2 (part), 2004)

15.12.150 Regulatory Consistency.

The provisions of this Chapter shall take precedence over and are controlling with respect to any conflicting or inconsistent provisions in this Code. (SCC 1280 § 2 (part), 2004)

15.12.160 Compliance Disclaimer.

Compliance by any person with the provisions of this Chapter shall not preclude the need to comply with other local, state or federal statutory or regulatory requirements relating to the control of pollutant discharges or protection of stormwater quality, or both. (SCC 1280 § 2 (part), 2004)

15.12.170 Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Chapter. The Board hereby declares that it would have adopted this Chapter and each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof without regard to whether any other section,

subsection, subdivision, paragraph, sentence, clause or phrase of this Chapter would subsequently be declared to be invalid or unconstitutional. (SCC 1280 § 2 (part), 2004)

15.12.180 Administration.

Except as otherwise provided herein, the authority to implement this Chapter is vested in the Administrator who shall be responsible for the administration, implementation and enforcement of the provisions of this Chapter. Unless otherwise specified herein, any powers granted to or duties imposed upon the Administrator may be delegated by the Administrator to other County employees or, upon the approval of the Board, to employees of other public agencies. (SCC 1280 § 2 (part), 2004)

15.12.190 Disclaimer of Liability.

The degree of protection required by this Chapter is considered reasonable for regulatory purposes and is based on scientific, engineering and other relevant technical considerations. The standards set forth herein are minimum standards and this Chapter does not imply that compliance will ensure that there will be no unauthorized discharge of pollutants into natural surface waters. This Chapter shall not create liability on the part of the County or any officer or employee thereof for any damages that result from reliance on this Chapter or any administrative decision lawfully made there under. (SCC 1280 § 2 (part), 2004)

Article 2 Prohibited Discharges

15.12.200 Prohibited Non-Stormwater Discharge.

Except as provided in Section 15.12.210, it shall be unlawful for any person to make or cause to be made any Non-stormwater discharge into the County storm drain system or directly to natural surface waters. (SCC 1280 § 2 (part), 2004)

15.12.210 Exceptions To Non-Stormwater Discharge Prohibition.

The following discharges to the County storm drain system are exempt from the otherwise applicable discharge prohibition set forth in Section 15.12.200:

a. Any discharge regulated under a NPDES Permit issued to the discharger, and administered by the State pursuant to Chapter 5.5 of Division 7 of the Water Code, provided that any such discharge is in compliance with all requirements of the NPDES Permit and all other applicable laws and regulations.

b. Any discharge from any of the following activities provided that any such discharge does not cause or contribute to the violation of any receiving water limitation as determined by the Administrator:

1. Water line flushing;
2. Landscape irrigation;
3. Diverted stream flows;
4. Rising ground waters;
5. Uncontaminated ground water infiltration [as defined in 40 CFR 35.2005(20)] to separate storm sewers;
6. Uncontaminated pumped ground water;
7. discharges from potable water sources;
8. Foundation drains;
9. Air conditioning condensate;
10. Uncontaminated irrigation water;
11. Springs;
12. Water from crawl space pumps;
13. Footing drains;
14. Lawn watering;

15. Individual residential car washing;
 16. Flows from riparian habitats and wetlands;
 17. Dechlorinated swimming pool discharges; or
 18. discharges or flows from emergency fire fighting activities.
- c. Any discharges which the Administrator, the County Health Officer or the Regional Board determines in writing are necessary for the protection of public health or safety.
- d. Additional categories of non-stormwater discharges which do not cause or contribute to the violation of any receiving water limitation may be excepted from the otherwise applicable prohibition by the Administrator upon approval of the Executive Officer of the Regional Board, as provided in the Municipal Stormwater Permit, or any successor permit. (SCC 1280 § 2 (part), 2004)

15.12.220 Exception to Otherwise Applicable Exemptions.

Notwithstanding the exemptions provided for in Section 15.12.210 above, if the Regional Board or the Administrator determines that a discharge which is otherwise exempt from the prohibition on discharges causes or significantly contributes to the violation of any receiving water limitation or results in the conveyance of significant quantities of pollutants to natural surface waters, or is otherwise a danger to public health or safety, the Administrator may give written notice to the owner or operator of the facility that the discharge exception shall not apply to the discharge at issue following expiration of the thirty (30) day period commencing upon delivery of the notice. Upon expiration of such thirty (30) day period, any such discharge shall be unlawful. Upon finding that any continuance of the discharge poses an immediate significant threat to the environment or to public health and safety, the Administrator may waive the thirty day waiting period and require immediate cessation of the discharge. (SCC 1280 § 2 (part), 2004)

15.12.230 Prohibited Stormwater Discharges.

It shall be unlawful for any person to discharge, or cause to be discharged, any stormwater or material to the County storm drain system which results in, or contributes to a violation of a receiving water limitation or a violation of the Municipal Stormwater Permit. (SCC 1280 § 2 (part), 2004)

15.12.240 Prohibited Conditions.

- a. In the interest of preventing prohibited discharges from occurring, it shall be unlawful for any person to maintain, or cause to be maintained, any of the following conditions:
1. Unmitigated stormwater pollution source;
 2. Threatened prohibited non-stormwater discharge;
 3. Prohibited non-stormwater discharge installation; or
 4. Illicit connection.
- b. Illicit connections shall be subject to removal and abatement by the County pursuant to this Chapter and Title 16 of this Code.
- c. The prohibition set forth in subsection (a)(4) above shall apply to illicit connections in existence at the time that this Chapter becomes effective. Upon the effective date of this Chapter, any person who maintains an illicit connection shall have thirty (30) days from the effective date of this Chapter to disconnect and discontinue use of such connection. Notwithstanding the provisions of this section, any person who maintains an illicit connection, as defined in Section 15.12.130, may apply to the County for a Sacramento County Water Agency Permit to continue the connection subject to applicable County standards. No permit shall be issued for any connection or any physical facility or apparatus that is installed, intended, serves, or is known to convey a prohibited discharge to the County storm drain system or waters of the State. (SCC 1295 § 3, 2005; SCC 1280 § 2 (part), 2004)

15.12.250 Negligence or Intent Not Required.

A violation of the provisions of this Article shall occur irrespective of the negligence or intent of

the violator to construct, maintain, operate or utilize an illicit connection or to cause, allow or facilitate any prohibited discharge. (SCC 1280 § 2 (part), 2004)

Article 3 Reduction of Pollutants in Stormwater

15.12.300 General Requirements for Best Management Practices.

Any person engaged in activities which may result in pollutants entering the stormwater conveyance system shall, to the maximum extent practicable, undertake BMPs to reduce the risk of Non-stormwater discharge and/or pollutant discharge. (SCC 1280 § 2 (part), 2004)

15.12.302 Significant Industrial Activities.

- a. The Administrator may designate as significant industrial activities those industrial activities or facilities which are identified as potentially significant sources of discharges of pollutants to the County storm drain system. A significant industrial activity may occur at stationary facilities or as a mobile activity that takes place at various job sites.
- b. Industries for which the Municipal Stormwater Permit specifies that the County shall conduct routine inspections, or which are listed in Municipal Stormwater Permit provision 9 ii c, are hereby designated as significant industrial activities.
- c. Notwithstanding subsection (b) of this section, food establishments, as defined in the Section 113780 of the State of California Health and Safety Code, shall not be designated as significant industrial activities.
- d. Significant industrial activity designations that apply only to individual facilities may be made by the Administrator and are subject to appeal under section 15.12.540 of this Chapter.
- e. Significant industrial activity designations made by the Administrator pursuant to subsection (a) of this section that apply to classes of activities or facilities shall be subject to the requirements of Section 15.12.330 of this Chapter governing the adoption of regulations. (SCC 1295 § 4, 2005; SCC 1280 § 2 (part), 2004)

15.12.305 County Stormwater Permit.

- a. The Administrator may require the owner or operator of a significant industrial activity to obtain a County stormwater permit, which may establish any provisions necessary for the implementation of this Chapter, effective control of stormwater pollutants and non-stormwater discharges, and compliance with the Municipal Stormwater Permit. Provisions may include but are not limited to applicable specified performance requirements; and reporting, documentation, training, and monitoring requirements.
- b. Notwithstanding subsection (a) of this Section, food establishments, as defined in the State of California Health and Safety Code Section 113780, and industrial facilities required to obtain coverage under the State Industrial General Permit shall not be required to obtain a County stormwater permit.
- c. The County stormwater permit shall describe the aspects of business to which it applies, which may include but are not limited to areas, equipment, buildings, industrial processes, or activities of the business.
- d. Any person who continues to own or operate a significant industrial activity without obtaining a County stormwater permit if required by the Administrator, shall be in violation of this Chapter.
- e. The Administrator may establish permit fees, according to the provisions of Section 15.12.450 of this Chapter, to fund the County's costs associated with regulating the permitted activity, including but not limited to administration, inspection, enforcement, compliance assistance, and outreach.
- f. The Administrator may revoke a County stormwater permit for significant violations of this Chapter. Prior to issuance or revocation of any permit, the Administrator shall establish, as part of the enforcement policy required by Section 15.12.555, written policy regarding permit administration, including timelines and criteria for permit revocation and permit reinstatement. Permit revocation and reinstatement decisions by the Administrator shall be subject to appeal under Section 15.12.540 of this Chapter. (SCC 1280 § 2 (part), 2004)

15.12.310 Containment and Notification of Spills.

- a. Any person owning or occupying a premises, or conducting any activity, that has knowledge of any non-stormwater discharge or threatened prohibited discharge, from the premises or activity to the County stormwater conveyance system shall immediately take all reasonable action to contain and otherwise minimize any such discharge.
- b. The Administrator may designate individual facilities or types of industries where the owner or operator of the industry shall be required to notify the Administrator or the implementing agency within twenty-four (24) hours of the discovery of an actual discharge into the County stormwater conveyance system.
- c. For any discharge subject to the reporting requirements of the State of California Water Code sections 13271 and 13272, notification in compliance therewith shall constitute sufficient notification for the purposes of this Section. (SCC 1295 § 5, 2005; SCC 1280 § 2 (part), 2004)

15.12.320 Specified Performance Requirements for Industrial Activities.

- a. The Administrator may establish specified performance requirements for significant industrial activities that are intended to apply to a class or classes of industries. Such requirements shall be subject to the provisions for adoption of regulations under Section 15.12.330 of this Chapter.
- b. The Administrator may impose specified performance requirements that apply to single facilities. Such requirements shall be subject to appeal under Section 15.12.540 of this Chapter.
- c. Any facility that it is in compliance with its State or Federal NPDES Permit for stormwater discharges for that facility shall be deemed to have met the requirements of Section 15.12.300, except that any specified performance requirements applicable to such facilities shall also be met. (SCC 1280 § 2 (part), 2004)

15.12.322 Construction Sites With Building Permits.

Any person owning or operating a construction site for which a building permit has been issued shall implement BMPs to control the discharge of pollutants to the maximum extent practicable, and eliminate non-stormwater discharges that are not in compliance with an NPDES Permit. (SCC 1280 § 2 (part), 2004)

15.12.325 Post Construction Requirements for New Development and Significant Redevelopment.

- a. The Administrator shall be authorized to establish specified performance requirements and requirements for BMPs as appropriate to minimize the long-term, post construction discharge of stormwater pollutants from new development or significant redevelopment, to implement the development standards plan, and to comply with the requirements associated with development standards in the Municipal Stormwater Permit, including but not limited to Provisions 16 through 26. The requirements for new development or redevelopment may include but are not limited to performance standards, source control BMPs, treatment BMPs, structural BMPs, operational BMPs, building material specifications or limitations, site design requirements, signage and marking, and associated maintenance programs or schedules.
- b. Requirements established pursuant to subsection (a) of this section may be included in development standards, building codes, building permits, conditions of development, or any other appropriate instrument administered by the County. (SCC 1280 § 2 (part), 2004)

15.12.327 BMP Maintenance Requirements.

The Administrator may require a property owner to establish, document, and conduct a maintenance program, subject to approval, for any BMP or to ensure continued compliance with specified performance requirements. This requirement may apply to BMPs required by the County or BMPs that were voluntarily installed. Such a maintenance program may be required when the Administrator determines that proper maintenance is necessary to protect public safety,

health, infrastructure, or the environment, or to otherwise meet the purposes of this Chapter. Maintenance requirements established pursuant to this subsection must be appropriate for the site conditions and design of BMPs. (SCC 1295 § 6, 2005; SCC 1280 § 2 (part), 2004)

15.12.330 Administrative Rules and Regulations.

a. The Administrator shall have the authority to promulgate regulations for the implementation of this Chapter. Prior to the Administrator's initiation of any proposed regulations, the Administrator shall submit a public input plan to the Board for its approval. The public input plan approved by the Board shall be generally applicable to the promulgation of regulations by the Administrator.

b. All regulations promulgated by the Administrator shall be consistent with the provisions of this Chapter. Any such regulations, or amendments thereof, shall be filed with the Clerk of the Board. The Clerk shall cause announcement of said rules or regulations to be published in a newspaper of general circulation within ten calendar days. Such announcements shall provide a reasonable summary of the content of the rule. In addition, the Administrator shall make a reasonable effort to identify, notify, and provide copies to any industries which are specifically designated by the Administrator as subject to a rule or regulation. However, neither the failure of the Administrator to provide such notice nor the failure to receive individual notice shall exempt an industry from that rule or regulation. No regulations promulgated by the Administrator or amendments thereof, shall be enforced or become effective until thirty (30) calendar days following the date on which notification of the regulations are published.

c. Any person who asserts that he or she is aggrieved by the terms or application of a regulation issued pursuant to this section may appeal the issuance of such regulation by filing a written notice of appeal with the Clerk of the Board. The notice of appeal shall specifically identify the regulation or regulations from which the appeal is taken and the reasons for the appeal. Upon receipt of such notice, the Clerk of the Board shall schedule the appeal for a public hearing by the Board. At the conclusion of the public hearing the Board shall be vested with jurisdiction to deny the appeal or to rescind or modify the regulation. The Board's determination in this regard shall be final.

d. Any regulation from which an appeal is filed prior to its effective date shall not become effective until the date of a determination by the Board of the appeal. Any regulation from which an appeal is filed on or subsequent to the effective date thereof shall remain in full force and effect during the pendency of the appeal, and any decision which rescinds or modifies the regulation shall apply prospectively. (SCC 1280 § 2 (part), 2004)

Article 4 Inspection and Monitoring

15.12.400 Scope of Inspections.

a. Prior to commencing any inspection authorized pursuant to this Chapter, the Administrator shall obtain the consent of the owner or occupant of the premises, an inspection warrant or a criminal search warrant.

b. The Administrator may conduct inspections related to purposes of implementing this Chapter on private or public property. Inspections shall be based upon such reasonable selection processes as may be deemed necessary to carry out the objectives of this Chapter, including, but not limited to, compliance with requirements of the Municipal Stormwater Permit, visual evidence, complaints received, knowledge or physical evidence of industrial activities or other pollutant sources, random sampling, sampling in areas with evidence of stormwater contamination, illicit connections, discharge of non-stormwater to the County storm drain system or similar factors.

c. The Administrator may enter upon private property to investigate the source of any discharge to any public street, inlet, gutter, storm drain or the County storm drain system.

d. The Administrator may enter upon private property for the purpose of verifying compliance with the provisions of this Chapter, including, but not limited to, the following:

1. Identifying products produced, processes conducted, chemicals used and materials stored on or contained within the property;
2. Identifying point(s) of discharge of all wastewater, process water systems, pollutants and other discharges from the property;
3. Investigating the drainage patterns of the premises, including natural and graded slopes, and

artificial conveyance systems;

4. Establishing the location of all points of discharge from the property, whether by surface run-off or through a storm drain system;

5. Locating any prohibited condition, illicit connection, or the source of any prohibited discharge; and

6. Evaluating implementation of BMPs.

e. For purposes of verifying compliance with the provisions of this Chapter, the Administrator may inspect any vehicle, truck, trailer, tank truck or other mobile equipment, or any stationary equipment, which may reasonably be believed to be used by the business for business-related activities and to be associated with industrial sources of pollutants or with non-stormwater discharges.

f. The Administrator may inspect and copy all records of the owner or occupant of any premises relating to chemicals or processes presently or previously occurring on-site, including materials and/or chemical inventories, facilities maps or schematics or diagrams, material safety data sheets, hazardous waste manifests, business plans, pollution prevention plans, state general permits, monitoring program plans or any other records relating to illicit connections, prohibited discharges or the potential discharge of pollutants to the County storm drain system. In addition, the Administrator may require the owner or occupant to furnish, within a reasonable time period, copies of all such records.

g. The Administrator may inspect, sample and test any area runoff, soils area (including any groundwater testing), process discharge, materials within any waste storage area (including any container contents), and/or treatment system discharge for the purpose of determining the potential for the contribution of pollutants to the County storm drain system. The Administrator may investigate the integrity and layout of all storm drain and sanitary sewer systems or other pipelines on the premises using appropriate tests, including, but not limited to, smoke and dye tests or video surveys. The Administrator may take photographs or video tape, make measurements or drawings, and create any other record reasonably necessary to document conditions on the premises.

h. The Administrator may erect and maintain monitoring and sampling devices for the purpose of measuring any discharge or potential source of discharge to the County storm drain system. (SCC 1295 § 7, 2005; SCC 1280 § 2 (part), 2004)

15.12.430 Monitoring Requirements for Industrial Facilities.

a. The Administrator may require industries, at their own expense, to conduct and report monitoring of stormwater and non-stormwater discharges from their facilities and operations, for purposes necessary for the implementation of this Chapter or compliance with the Municipal Stormwater Permit. The goals of monitoring may include but are not limited to characterization of known and potential pollutant sources, pollutant content of discharges, and BMP effectiveness. Required forms of monitoring may include but are not limited to toxicity, flow, and analysis of pollutant concentrations.

b. The Administrator may designate specific monitoring requirements and/or require the discharger or potential discharger to submit a monitoring plan that describes specific monitoring requirements. Specific monitoring requirements may include sampling points, sampling times or deadlines, analysis and sampling methods, frequencies, storm event criteria, and other specifications necessary to ensure timely, adequate, accurate, and representative monitoring;

c. The discharger or potential discharger shall ensure that the integrity of the sample is protected at all times, including collection, handling, splitting, transport, and storage. Deliberate tampering with or altering of a sample shall be a violation of this Chapter.

d. The Administrator may specify information that must be documented in association with any sampling and monitoring event. At a minimum, unless otherwise allowed by the Administrator, the discharger or potential discharger shall record and maintain the following information for each sampling event:

1. The date, exact place, method and time of sampling;

2. The name, title, and employer of the person or persons taking the samples;

3. Sample preservation used;

4. The dates analyses were performed;

5. Sample chain of custody forms;

6. Who performed the analyses;

7. Analytical methods used, including detection limits;

- 8. Quality assurance and quality control documentation;
 - 9. Laboratory reports of analytical results;
 - 10. Any unusual observations or conditions noted during sample acquisition or analysis.
- e. Any information submitted pursuant to this section shall be subject to the approval of the Administrator and the Administrator may require additional information if the Administrator determines the information submitted is incomplete or insufficient. (SCC 1280 § 2 (part), 2004)

15.12.435 Reporting Requirements.

- a. The Administrator may require any person to report information for purposes related to the purpose and intent of this Chapter. Required information may include but is not limited to the following: characterization of industrial activities; compliance with this Chapter, compliance with a County stormwater permit; compliance with State General Permit requirements; compliance with the County stormwater Ordinance; compliance with administrative enforcement orders or other enforcement actions; discharge monitoring; training; and BMP implementation, effectiveness, and maintenance.
- b. The Administrator may require information to be submitted on an as needed basis, or according to a specific schedule as specified in a County stormwater permit.
- c. The Administrator may require submitted information to be compiled, summarized, analyzed or organized in a reasonable manner that facilitates its interpretation or other use. As necessary to facilitate the use of information, the Administrator may also specify the medium and format of required submittals.
- d. Failure to provide information in a timely manner as required by the Administrator, or knowingly or negligently concealing, destroying, or providing false information shall be a violation of this Chapter. (SCC 1295 § 8, 2005; SCC 1280 § 2 (part), 2004)

15.12.438 Confidentiality of Information.

- a. Information and data on a discharger or potential discharger obtained from inspections, reports, questionnaires, applications, permits, monitoring programs, records, or any other form of submittal to the County shall be available to the public or other governmental agency without notification unless the discharger or potential discharger specifically requests confidentiality as to any portion thereof and is able to demonstrate to the satisfaction of the Administrator that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the discharger or potential discharger. Stormwater and non-stormwater discharge constituents and characteristics will not be recognized as confidential information, and effluent data shall be available to the public without restriction.
- b. When requested by a discharger or potential discharger furnishing information to the County, and agreed to by the Administrator, the portions of that information which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available to the County and other governmental agencies for uses related to the ordinance codified in this Chapter, the National Pollutant Discharge Elimination System (NPDES) and/or the pretreatment program, and enforcement of other environmental regulatory programs. Those portions of the information shall also be available for use by the state or any state agency in judicial review or enforcement proceedings involving the discharger or potential discharger furnishing the information.
- c. Information and data requested from a discharger or potential discharger which the discharger or potential discharger believes to be proprietary and the release of which to the public would substantially impair the operations or business interests of the discharger or potential discharger, may alternatively be provided to the County for its review at the facility of the discharger or potential discharger rather than provided to the County for its keeping, at the discretion of the County. The burden will be on the discharger or potential discharger to demonstrate to the satisfaction of the County that such information is proprietary and that this alternative procedure is necessary or appropriate and will not prevent the County from properly carrying out the objectives of this Chapter.
- d. In the event access to or disclosure of any such confidential or proprietary information is requested pursuant to an action brought under federal or state laws, the County shall have the option, in its sole discretion, of defending itself in such action or requiring the discharger or potential discharger to provide a defense. If the County makes written tender upon a discharger

or potential discharger to defend such an action with counsel acceptable to County and such discharger or potential discharger does not appear in and assume the defense of such action within the time specified in the tender, the County shall be free to disclose the information to the party making request therefore. In any event, the discharger or potential discharger shall be liable to the County in defending such action and for any judgment rendered against the County in such action. Payment of all such amounts shall be made by the discharger or potential discharger within thirty (30) days of billing by the County. (SCC 1295 § 9, 2005; SCC 1280 § 2 (part), 2004)

15.12.440 Record Retention.

Any reports, data, or other records and documentation required by the Administrator of a discharger to be collected or submitted for characterizing discharges, demonstrating compliance with this Chapter, or otherwise related to the purposes of this Chapter, shall be retained at the discharger's premises and made readily available to the Administrator for a period of not less than three years. (SCC 1295 § 10, 2005)

15.12.450 Fees.

The Administrator shall collect such fees as may be established by the Board to provide for the recovery of regulatory costs, including routine inspections and other regulatory functions associated with this Chapter. Any such fees shall be established by resolution of the Board. Failure to pay required fees within the time period set in policy established by the Administrator shall be a violation of this Chapter. There shall be no fee assessed to appeal the determination that a person conducts any significant industrial activity. (SCC 1280 § 2 (part), 2004)

Article 5 Enforcement

15.12.500 Enforcement at Construction Sites with Building Permits.

Any person found to be in violation of any provision of this Chapter in connection with activities subject to a building permit issued pursuant to Title 16 of the Sacramento County Code, shall be subject to the enforcement provisions of both this Chapter and Title 16. (SCC 1295 § 11, 2005; SCC 1280 § 2 (part), 2004)

15.12.505 Notice of Violation.

The Administrator may issue a notice of violation to any person found to be in violation of a provision of this Chapter, including any regulation, permit, information request, order, variance, or other requirement that the Administrator is authorized to enforce or implement pursuant to this Chapter. (SCC 1280 § 2 (part), 2004)

15.12.520 Cease and Desist Orders.

- a. Any violation of this Chapter in which the Administrator also determines that the violation constitutes an immediate threat to public health or safety, including by way of illustration and not limitation, significant harm to human or aquatic life or to the County storm drain system or natural surface waters, may result in an order to immediately cease and desist all activities causing such immediate threat.
- b. A cease and desist order shall direct the owner or occupant of any premises subject to this Chapter, or any person named therein which is subject to this Chapter, to immediately discontinue all or specified prohibited conditions or discharges to the County storm drain system, natural surface waters, or otherwise, until such time as abatement actions sufficient in the determination of the Administrator have been satisfactorily effected and so confirmed by written amendment to said cease and desist order.
- c. Any cease and desist order may be appealed pursuant to the administrative appeals process

of this Chapter; provided, however, the effect of the cease and desist order shall remain in effect pending final determination thereof. Nothing shall limit the Administrator's authority to continue enforcement actions under a pending cease and desist order, including modifying a cease and desist order consistent with the purpose and intent of this Chapter.

d. Any cease and desist order shall be cumulative with all of the remedies in this Chapter and as provided by law.

e. A cease and desist order shall inform the discharger of the Administrator's authority and intent to conduct abatement of the violation or threatened violation according to Section 15.12.550, if the discharger fails to comply with the requirements of the order within the specified time frame.

f. If the discharger fails to comply with a cease and desist order within the time specified in the order, the Administrator may conduct abatement of the violation according to Section 15.12.550.

g. Nothing in this section requires the Administrator to issue a cease and desist order before conducting summary abatement as provided under Section 15.12.550. (SCC 1295 § 12, 2005; SCC 1280 § 2 (part), 2004)

15.12.525 Enforcement Actions—Content.

a. In addition to any other content, a notice of violation, or a cease and desist order shall contain the following elements:

1. A statement of the Administrator's findings that indicates a violation has occurred.
2. A citation of the provision of this Chapter that has been violated.
3. A date by which any person must be in compliance with this Chapter, or a date by which an action plan must be submitted by the person to propose a means and time frame by which to correct violations. The Administrator may extend the compliance date when good cause exists for such an extension.
4. Notification that continued non-compliance may result in additional enforcement action being taken against the business, facility, or any responsible persons.
5. Notification that the County may recover any costs incurred by the County as a result of the violation.
6. Notification that a violation of this Chapter may result in an administrative civil penalty of up to five thousand dollars (\$5,000.00) per violation for each day that the violation occurs, or in criminal penalties.
7. Notification that the recipient has a right to a hearing on the matter as set forth in Section 15.12.540 of this Chapter, to determine the enforcement of any administrative civil penalty sought by the Administrator, or to appeal any findings or required corrective actions established by the Administrator.
8. Notification of hearing dates, appeal deadlines, and procedures for requesting a hearing established according to Section 15.12.540 of this Chapter.

b. In addition to any other content, a notice of violation, or a cease and desist order, or a notice of administrative civil penalty may establish required corrective actions, including the following:

1. Terms, conditions, and requirements reasonably related to the provisions of this Chapter, including the following:
 - A. Cessation of illicit discharges.
 - B. Correction of prohibited conditions.
 - C. A requirement for submittal of a written action plan for achieving and maintaining compliance with this Chapter. The Administrator may require the action plan to address specific items, including the following:
 - i. Specific time schedules for compliance;
 - ii. Description of BMPs that will be implemented for containment, cleanup, removal, storage, or proper disposal of any material having the potential to contribute pollutants to stormwater runoff;
 - iii. Identification of persons responsible for compliance with this Chapter.
 - D. Reporting requirements to demonstrate ongoing compliance.
2. A requirement that the person receiving same shall submit written certification to the Administrator that the necessary corrective actions have been completed. As appropriate for the type of correction action taken, the notice of violation may require documentation that substantiates the certification, including but not limited to receipts, contracts, or photographs.
3. Any other terms or conditions reasonably calculated to prevent additional or on-going violations of this Chapter.

c. A notice of violation, a cease and desist order, or a notice of administrative civil penalty may be issued separately or in combination with another notice or order for the same violations or set of

related violations. (SCC 1295 § 13, 2005; SCC 1280 § 2 (part), 2004)

15.12.530 Delivery of Notice.

Any notice of violation, cease and desist order, permit revocation, notice of administrative civil penalty or other enforcement action pursuant to the requirements of this Chapter shall be subject to the following requirements:

- a. Delivery shall be deemed complete upon either personal delivery to the recipient or by deposit in the U.S. Mail postage pre-paid for first class delivery.
- b. Where the recipient of the notice or order is the owner of the premises, the address for notice or order shall be the address from the most recently issued equalized assessment roll for the premises.
- c. Where the owner or occupant of any premises cannot be located after reasonable efforts of the Administrator, the notice or order shall be deemed delivered after posting on the premises for a period of ten (10) business days. (SCC 1295 § 14, 2005; SCC 1280 § 2 (part), 2004)

15.12.540 Administrative Appeals.

a. Administrative hearings and appeals under this Chapter shall be to a Hearing Officer appointed pursuant to Government Code section 27720 et seq. Each Hearing Officer shall also meet the requirements of Government Code section 11425.30 and any other applicable restriction.

b. Any person served with a notice or order pursuant to this Chapter shall be provided an opportunity for a hearing prior to enforcement of an administrative civil penalty; or to appeal required corrective actions or the Administrator's findings of a violation of this Chapter.

1. Appeal Hearing. If a notice of violation or a cease and desist order is issued, but not concurrently with a notice of administrative civil penalty, the person who receives it shall be afforded an opportunity for a hearing to appeal the Administrator's findings or required corrective actions in the manner described in the following subsections:

A. To appeal the Administrator's findings, required corrective actions, or any provision of a notice or order, the person shall file a written request for hearing. The filing period for a request for hearing shall be set in written policy by the Department issuing the notice or order adopted pursuant to 15.12.330, but shall in no case be less than fifteen (15) calendar days. Any notice or order shall notify the recipient of the specific date by which the notice must be filed. The request for hearing shall be filed with the party issuing the notice or order at the address so designated on the notice and must be accompanied by payment of the Hearing Officer fee, established and amended from time to time by the Administrator based upon actual expense. If the person filing a request for hearing prevails on appeal, then the Hearing Officer fee will be refunded by the Administrator. A request for hearing shall be deemed filed within the filing period if it is postmarked within that period. If a request for hearing is not filed within the proscribed filing period, the notice, order or other action or determination by the Administrator shall become final.

B. Except as provided in subsection (b)(1)(C) of this section, within ninety (90) calendar days of receipt of the request for hearing by the Administrator, the hearing shall be scheduled by the Administrator with a Hearing Officer designated by the Administrator, who shall conduct the hearing in accordance with Chapter 4.5 (commencing with Section 11400) of Part 1 of Division 3 of Title 2 of the Government Code, and the Administrator shall have all the authority granted to an agency by those provisions. Except as provided in subsection (b)(1)(C) of this section, the Hearing Officer shall issue a decision within sixty (60) calendar days after the completion of any hearing conducted pursuant to this section.

C. When a cease and desist order is issued pursuant to this Chapter, the hearing shall be scheduled by the Administrator with a Hearing Officer within fifteen (15) calendar days of receipt by the Administrator of the request for hearing. The Hearing Officer shall issue a decision within fifteen (15) calendar days after the completion of any hearing conducted pursuant to this subsection.

2. Administrative Civil Penalty Hearing. If the Administrator issues a notice of administrative civil penalty, prior to enforcement of any penalty, the person receiving the notice shall be afforded an opportunity for a hearing. The notice shall establish a time, date and place for the hearing before a Hearing Officer, as follows.

A. The date for the hearing which shall be no less than thirty (30) calendar days and no more than ninety (90) days from the date of the notice, except that if the notice is issued concurrently

with a cease and desist order, the hearing date shall be no more than forty-five (45) days from the date of the notice.

B. Alternative dates for the hearing may be established by mutual consent of the person and the Administrator, or as ordered by the Hearing Officer.

3. Combined Hearing. An appeal hearing may be consolidated with a hearing for an administrative civil penalty, as follows:

A. If a notice of administrative civil penalty is issued concurrently with a notice of violation or cease and desist order for the same violation or a related set of violations, and if the person files a request for hearing, according to the procedures established in subsection (b)(1)(A) of this Section, the appeal hearing shall be conducted in conjunction with the administrative civil penalty hearing.

B. If a notice of administrative civil penalty is not issued concurrently with a notice of violation or cease and desist order, but is issued within a reasonably close period of time for the same violation or a related set of violations, and if the person receiving the notice or order files a request for hearing according to the procedures established in subsection (b)(1)(A) of this Section, the appeal hearing may be conducted in conjunction with the administrative civil penalty hearing, at the discretion of the Hearing Officer.

4. Recovery of Hearing Costs. The Administrator may recover the costs incurred by the County for hearings as follows:

A. Cost for Appeal Hearing. For appeal hearings, the provisions of Section 15.12.450 notwithstanding, the Administrator shall set a standard fee to be paid by the person at the time that the request for hearing is filed. The purpose of the fee is to recover the County's costs, or portion thereof, for the Hearing Officer. If the person filing a request for hearing prevails on appeal, then the hearing officer fee will be refunded by the Administrator. In addition, by order of the hearing officer, the County may be awarded its costs, including hearing officer fees above and beyond the standard fee, staff time, and attorneys' fees, in defending against an unsuccessful appeal brought without substantial merit, which costs may be charged jointly and severally against the appellants and recovered as costs of enforcement as provided herein. Such an award must be based upon a finding supported by a preponderance of the evidence that the appeal was without substantial merit or was taken for the sole purpose of delay.

B. Costs for Administrative Civil Penalty Hearing. If the County prevails in seeking an administrative civil penalty, by order of the hearing officer, the County may be awarded costs incurred while seeking the penalty, including hearing officer fees, staff time, and attorneys' fees.

5. If the Administrator finds that a violation(s) may pose an imminent and substantial endangerment to the public health or safety or the environment, any required corrective action established by a notice or order issued under this Chapter that are intended to correct such violations, shall take effect upon issuance, regardless of the filing of a request for hearing.

c. Administrative hearings for matters concerning this Chapter shall be conducted according to Sections 15.12.540 through 15.12.548 hereof. (SCC 1295 § 15, 2005: SCC 1280 § 2 (part), 2004)

15.12.543 Conduct of Administrative Hearings—Generally.

a. General. At the time set for hearing, the Hearing Officer shall state what the prima facie case is, what the burden of proof is, and what the range of penalties is. The Hearing Examiner shall proceed to hear the testimony of the Administrator, the person, and other competent persons respecting the circumstances of the violation, and other relevant facts concerning the matter. The Hearing Officer shall follow the rules of procedure for conducting hearings established by this Code.

b. Record of Oral Evidence at Hearing. A record of the entire hearing proceedings shall be made by either a certified court reporter or any other means of permanent recording determined to be appropriate by the Hearing Officer. A transcript of the proceedings shall be made available to all parties upon request and upon payment of the fee prescribed therefore. Such fees may be established and revised from time-to-time by the Administrator.

c. Continuances. The Hearing Officer may, upon request of the person, a party in interest, or the Administrator, grant continuances from time to time for good cause shown, or upon his/her own motion. Any continuance granted shall in no way diminish the responsibility of the person and/or parties in interest for maintaining the premises, nor affect other requirements of this Chapter regarding time for challenging any decisions made or actions taken.

d. Oaths—Certification. The Hearing Officer or certified shorthand reporter shall administer the

oath or affirmation.

e. Evidence Rules. Government Code of the State of California, Section 11513, as presently written, or hereinafter amended, shall apply to hearings conducted under this Chapter.

f. Rights of Parties. Each party may represent themselves, or be represented by anyone of their choice. Each party may appear at the hearing and offer evidence in this matter and cross examine witnesses.

g. Official Notice. In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact which may be judicially noticed by the courts of this state.

f. Inspection of Premises. The Hearing Officer may inspect the premises involved in the hearing prior to, during or after the hearing, provided that:

1. Notice of such inspection shall be given to the parties before the inspection is made;
2. The parties are given an opportunity to be present during the inspection;
3. The Hearing Officer shall state for the record during the hearing, or file a written statement after the hearing for inclusion in the hearing record, upon completion of the inspection, the material facts observed and the conclusion drawn therefrom; and
4. Each party then shall have a right to rebut or explain the matters so stated by the Hearing Officer either for the record during the hearing or by filing a written statement after the hearing for inclusion in the hearing record.

g. Burden of Proof. The burden of proof in hearings held pursuant to this Chapter shall be as follows:

1. In the case of any notice or order, the Administrator shall bear the burden of proof, by a preponderance of evidence, to show that a violation of this Chapter has occurred.
2. In the case of a notice of administrative civil penalty, the Administrator shall bear the burden of proof, by a preponderance of evidence, to show that a penalty should be assessed.
3. In the case of an appeal regarding the occurrence of a violation, or of required corrective actions, the appellant shall bear the burden of proof, by clear and convincing evidence, to show cause for amending or rejecting all or part of the corrective actions or requirements imposed by the Administrator by a notice or order. (SCC 1295 § 16, 2005)

15.12.545 Form and Contents of Decision—Finality of Decision.

a. Following the hearing, the hearing officer shall issue an order in writing no later than thirty (30) days from the date of the hearing, unless the time is waived by the parties. The order shall contain findings of fact and rationale appropriate to the violation and result, and a resolution of the essential issues raised, including the following:

1. Confirmation or denial of the occurrence of violations of this Chapter that are alleged by the Administrator;
2. Confirmation or rejection of any administrative civil penalty sought by the Administrator, and establishment of the monetary amount of any administrative civil penalty to be enforced.
3. Confirmation, amendment, or rejection of required corrective actions related to compliance with this Chapter that are imposed by the Administrator, but only if those requirements are appealed by the person.

b. The Hearing Officer's order concerning any administrative civil penalty shall be guided by factors including, but not limited to the following: the danger or harm to public health and safety or the environment created by the violation; actions by the person to prevent, correct, or conceal the violation; negligence; intent; recidivism; and any economic benefit associated with non-compliance.

c. The Hearing Officer's order shall uphold required corrective actions if the person fails to show clear and convincing evidence that the required corrective actions are unreasonable or unnecessary for achieving or demonstrating ongoing compliance with this Chapter. The Hearing Officer's order may amend, or reject required corrective actions, provided that compliance with this Chapter will be achieved. The Hearing Officer's order shall not address required corrective actions unless the person files a request for hearing according to the procedures established in Section 15.12.540(b)(1)(A) of this Chapter.

d. The Hearing Officer's order shall inform the person of the following:

1. If the violation is not corrected, or if any required corrective actions are not met within the time (s) required, that the violation may be abated by the County, without further notice or consent of the person or any party in interest, in such manner as may be ordered by the Hearing Officer, and the expense thereof, including all costs of enforcement, incurred by the County as a result of

the person's failure to comply, shall be recoverable by the County, and may be made a lien on the subject premises pursuant to the provisions of Government Code Section 25845. Additionally, upon entry of a second or subsequent order within a two-year period finding that the person is responsible for a condition that may be abated in accordance with this Chapter and Government Code Section 25845, or any successor provision thereto, except for conditions abated pursuant to Section 17980 of the Health and Safety Code, the Hearing Officer may order the person to pay treble the costs of abatement pursuant to Government Code Section 25845.5, or any successor provision thereto.

2. The time and manner by which a person may file a challenge to the Hearing Officer's order is governed by Government Code Section 53069.4, or any successor provision thereto.

3. Failure to comply with the Hearing Officer's order shall constitute a misdemeanor and is subject to additional enforcement action, including criminal penalties and additional civil and administrative penalties.

e. The order issued by the Hearing Officer pursuant to this Section shall be effective upon issuance. A copy of the order shall be delivered by the Hearing Officer in accordance with Section 15.12.530.

f. Preparation of a record of the administrative proceeding shall be governed by the provisions of Sacramento County Code, Chapter 1.06, as presently written or hereinafter amended.

g. The provisions of Sacramento County Code, Chapter 1.06 notwithstanding, any challenge to the order of the Hearing Officer concerning any appeal or administrative civil penalty shall be governed by Government Code Section 53069.4, or any successor provision thereto. Service of the notice of appeal authorized by Government Code Section 53069.4 on the County shall be served upon the Clerk of the Board.

h. After any notice or order made pursuant to this Chapter shall have become final, no person to whom any such order is directed shall fail, neglect or refuse to obey such order. The Administrator may pursue, through County Counsel or the District Attorney, appropriate judicial action against any person who fails to comply with any such notice or order, including charging that person with a misdemeanor offense. (SCC 1295 § 17, 2005)

15.12.548 Procedures for Collection of Administrative Civil Penalty.

a. The administrative penalty shall be due and payable within thirty (30) days after the Hearing Officer's decision is issued. If the penalty is not timely paid, the County may pursue all reasonable and legal means in collecting those sums authorized and due.

b. All administrative civil penalties collected from actions brought pursuant to this Chapter shall be paid to the County department(s) enforcing this Chapter, and shall be deposited into a special account that shall be expended to fund the activities of the department to implement the applicable provisions of this Chapter. (SCC 1295 § 18, 2005)

15.12.549 Actions Not Prohibited.

This Chapter does not do any of the following:

a. Otherwise affect the authority of the Administrator to take any other action authorized by any other provision of law.

b. Restrict the power of a city attorney, district attorney, or the Attorney General to bring, in the name of the people of California, any criminal proceeding otherwise authorized by law.

c. Prevent the Administrator from cooperating with, or participating in, proceeding specified in subsection 15.12.549(b). (SCC 1295 § 19, 2005)

15.12.550 Nuisance and Abatement.

a. Any condition in violation of the provisions of this Chapter, including, but not limited to, the maintenance or use of any illicit connection or the occurrence of any prohibited discharge, is declared and deemed to be a public nuisance.

b. At the request of the Administrator, the County may seek a court order to enjoin or abate the nuisance, or both. Prior to seeking any court order to enjoin or abate a nuisance or threatened nuisance, the Administrator shall issue a cease and desist order to the owner and occupant, if any, of the Premises where the nuisance or threatened nuisance is occurring.

- c. At the request of the Administrator, the County may seek an abatement warrant or other appropriate judicial authorization to enter the Premises where any nuisance or threatened nuisance is occurring and to abate the condition and restore the area.
- d. In the event the nuisance constitutes an imminent danger to public safety or the environment, the Administrator may enter the premises from which the nuisance emanates, abate the nuisance and restore any property affected by the nuisance without prior notice to or consent from the owner or occupant thereof and without judicial warrant.
 - 1. An imminent danger shall include, but is not limited to, exigent circumstances created by the dispersal of pollutants, where such pollutants present a significant and immediate threat to the public health and safety or the environment.
 - 2. Notwithstanding the authority of the County to conduct an emergency abatement action, an administrative hearing pursuant to Section 15.12.540 shall follow the emergency abatement action. (SCC 1280 § 2 (part), 2004)

15.12.555 Enforcement Policy.

In the interest of achieving consistent enforcement of this Chapter, and in recognition of the need to have enforcement policy adapted to the structure and practices of various implementing agencies, each implementing agency that is delegated enforcement responsibility pursuant to this Chapter by the Administrator or the Board shall submit, to the Director of Water Resources, a draft written enforcement policy. Each such enforcement policy need only address those enforcement duties assigned to the implementing agency. Each policy shall address, if included in the delegated duties, guidelines for: the issuance of notices of violation, issuance of cease and desist orders, County stormwater permit administration, abatement, compliance deadlines, filing periods for administrative appeals, and imposition of administrative civil penalties. Enforcement policies shall take into consideration such factors as the nature, circumstances, extent, and gravity of the violation, and the violator's past and present efforts to comply. Upon approval by the Director of Water Resources, the enforcement policy shall be deemed adopted by the implementing agency who shall use such policy to achieve consistent enforcement standards by said implementing agency. Any amendments to an enforcement policy must be submitted to the Director of Water Resources for approval. (SCC 1295 § 20, 2005; SCC 1280 § 2 (part), 2004)

15.12.560 Administrative Civil Penalties.

- a. In addition to any other remedies provided by this Chapter, the person may be subject to an administrative civil penalty of up to five thousand dollars (\$5,000.00) per day for each violation of this Chapter. In seeking imposition of an administrative civil penalty, the Administrator shall commence the procedure by issuing a notice of administrative civil penalty, which shall be served and proof of service shall be made in the same manner as provided in Section 15.12.530 of this Chapter.
- b. The notice of administrative civil penalty shall state that the recipient has a right to a hearing as set forth in Section 15.12.540 of this Chapter.
- c. Procedures concerning notice, conduct of the hearing, and service shall be as provided in Section 15.12.540 of this Chapter.
- d. Subsections 15.12.560(a), (b), and (c) notwithstanding, the Administrator may establish a schedule of fines which, if adopted by the Board, and as it may be amended from time to time by the Board, shall become appended to this Chapter. The schedule of fines shall define specific violations for which an administrative civil penalty shall apply, and shall assign a specific monetary penalty to be assessed for each violation included in the schedule of fines. When the Administrator has found that such violation has occurred and has issued an appropriate notice or order pursuant to this Chapter, the administrative civil penalty shall be enforceable without further action being required. Any person receiving such a schedule of fines penalty shall be entitled to appeal the Administrator's findings giving rise to such penalty pursuant to the procedure established in Section 15.12.540 of this Chapter. (SCC 1295 § 21, 2005; SCC 1280 § 2 (part), 2004)

15.12.570 Criminal Penalties.

- a. Any person who violates any provision of this Chapter, undertakes to conceal any violation of this Chapter, continues any violation of this Chapter after notice thereof, fails to or fails to comply with a specified compliance requirement or a provision of a County stormwater permit, shall be guilty of a misdemeanor and upon conviction thereof be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than six months in the County Jail, or both.
- b. Each day in which a violation occurs and each separate failure to comply with either a separate provision of this Chapter, a notice of violation, a cease and desist order, or failure to comply with specified compliance requirements or a provision of a County stormwater permit, shall constitute a separate violation of this Chapter punishable by fines or sentences in accordance herewith.
- c. The Administrator may authorize specifically designated County employees to issue citations for misdemeanor violations of this Chapter pursuant to Penal Code Section 836.5. (SCC 1295 § 22, 2005; SCC 1280 § 2 (part), 2004)

15.12.580 Miscellaneous Enforcement Provisions.

- a. Each and every remedy available for the enforcement of this Chapter shall be non-exclusive and it is within the discretion of the Administrator to seek cumulative remedies.
- b. The Administrator may request the County to file a civil action in a court of competent jurisdiction seeking an injunction against any threatened or continuing non-compliance with the provisions of this Chapter. Any temporary, preliminary or permanent injunction issued pursuant to this subsection may include an order for reimbursement to the County of all costs incurred in enforcing this Chapter, including, but not limited to, costs of inspection, investigation and monitoring, the costs of abatement undertaken at the expense of the County, costs relating to the restoration of the environment and any other costs or expenses authorized by law.
- c. The Administrator may request the County to file an action for civil damages in a court of competent jurisdiction seeking recovery of any of the following:
 - 1. All costs incurred in the enforcement of this Chapter, including, but not limited to, costs relating to investigation, sampling, monitoring, inspection, administrative expenses, all other expenses authorized by law and consequential damages.
 - 2. All costs incurred in mitigating harm to the environment or reducing the threat to human health.
 - 3. Damages for irreparable harm to the environment.
- d. The County is authorized to file actions for civil damages resulting from any trespass or nuisance occurring on public property or to the County storm drain system from any violation of this Chapter where such violation has caused damage, contamination or harm to the environment, public property or the County storm drain system.
- e. The remedies available to the County pursuant to the provisions of this Chapter shall not limit the right of the County or any law enforcement agency to seek any other legal or equitable remedy that may be available to it.
- f. Each day in which a violation occurs and each separate failure to comply with specified compliance requirements or provision of a County stormwater permit, a separate provision of this Chapter, an Administrative enforcement order, or a cease and desist order shall constitute a separate violation of this Chapter punishable by civil, criminal and administrative penalties in accordance with this Chapter. (SCC 1295 § 23, 2005; SCC 1280 § 2 (part), 2004)

Article 6 Recovery of Cost Abatement

15.12.600 Costs of Abatement—Confirmation.

- a. When proceedings under this Chapter result in the correction of a violation of this Chapter or in a final determination that a violation exists subsequent to the date specified in any notice issued pursuant to the provisions of this Chapter, the costs of such proceedings incurred by the County may be assessed against the property. Such costs may include, but are not limited to, those incurred in inspecting property, publication, mailing and posting of notices, conducting hearings, processing appeals and pursuing any judicial action. It is the purpose of this section to allow the assessment against property of costs of proceedings if a violation is corrected in any manner.
- b. The Administrator shall keep an account of the administrative and other costs of abatement, and shall submit to the Board for confirmation an itemized written report showing such costs and

their proposed assessment to the respective properties. The report shall be filed with the Clerk of the Board not later than fifteen (15) calendar days in advance of the confirmation hearing required below.

c. Upon receipt of the report, the Clerk of the Board shall schedule a public hearing to receive protests and confirm the report. A statement of the proposed assessment and notice of the time, date and place of the hearing, together with reference to the report on file with the Clerk, shall be mailed to the owner or owners of each parcel of property proposed to be assessed shown on the last equalized assessment roll available on the date of mailing of the notice or any other address or addresses ascertained to be more accurate. Such notice shall be mailed not later than fifteen (15) calendar days in advance of the hearing. Notice of the time, date and place of the public hearing by the Board shall be published once in a newspaper of general circulation published with the County.

With respect to each property proposed to be assessed for which the name or the owner or owners is not shown on the last equalized assessment roll or no address for an owner is shown on the last equalized assessment roll, the notice shall show the name or names of the owner or owners, if such name or names are shown on the last equalized assessment roll, the assessor's parcel number, the street address of the property, if the property has an address and the address is known to the Administrator, the name of the street or road upon which such property abuts, if the property abuts upon a street or road, the amount of the proposed assessment and reference to the report on file with the Clerk. Such publication shall be made not later than fifteen (15) calendar days in advance of the hearing.

d. At the time fixed for receiving and considering the report, the Board shall conduct a public hearing and shall receive and consider any objections from members of the general public or property owners liable to be assessed for the abatement. Written protests or objections shall specify the date, hour and description of the subject property under hearing. The Board may continue the hearing and delegate to the Administrator or his designee the responsibility of hearing individual protests and submitting a recommendation with respect thereto; provided that the Board provides an opportunity for individual consideration of each project upon receipt of the recommendation by the Administrator. The Board may modify the report if it is deemed necessary. The Board shall then confirm the report by motion or resolution. (SCC 1280 § 2 (part), 2004)

15.12.610 Costs—Assessments.

a. If the costs as confirmed are not paid within thirty (30) days of the date of mailing of the notice or date of publication pursuant to Section 15.12.600 of this chapter, such costs shall be assessed against the parcel of land pursuant to Section 25845 of the Government Code, and shall be transmitted to the Tax Collector for collection and shall be subject to the same penalties and the same procedures and sale in case of delinquency as provided for ad valorem taxes.

b. If subsequent to the mailing of the notice of violation and prior to transmittal of the notice of unpaid costs to the Tax Collector for collection as set forth in subsection (a) of this section, the property subject to the notice of violation is sold, or title otherwise transferred to a bona fide purchaser, said costs shall be the responsibility of the owner of record as of the date said notice of violation was placed in the United States postal system or posted on the property.

c. In addition to assessing the unpaid costs as provided in subsection (a) of this section, the Tax Collector or his designated representative may pursue any remedy provided by law for collection of the unpaid costs. (SCC 1280 § 2 (part), 2004)

15.12.620 Treble Costs.

Pursuant to Government Code Section 25845.5, upon entry of a second or subsequent civil or criminal judgment within a two year period finding that an owner is responsible for a condition in violation of this Chapter that may be abated pursuant to Government Code Section 25845, a court may order the owner to pay treble the costs of abatement. (SCC 1280 § 2 (part), 2004)

15.12.630 Hearing of Protests.

Upon the day and hour fixed for the hearing, the Board shall hear and pass upon the report of the

Administrator together with any such protests or objections. The Board may make such revision, correction or modification of the report or the charge as it may deem just; and in the event the Board is satisfied with correctness of the charge, the report of the Administrator (as submitted or as revised, corrected or modified) together with the charge, shall be confirmed or rejected. The decision of the Board on the report and the charge and on all objections or protests shall be final and conclusive. (SCC 1280 § 2 (part), 2004)

15.12.640 Assessment for Summary Abatement.

Where the charge to be made is the result of summary abatement pursuant to Section 15.12.550 (d), the Board may determine whether or not the action to abate was proper, and may confirm the charge or not as it may deem proper. (SCC 1295 § 24, 2005; SCC 1280 § 2 (part), 2004)

15.12.650 Time for Contest of Assessment.

The validity of any assessment made under the provisions of this Chapter shall not be contested in any action or proceeding unless the same is commenced within thirty (30) days after the assessment is ordered to be placed upon the assessment roll as provided herein. (SCC 1280 § 2 (part), 2004)

15.12.660 Filing Copy of Report With County Auditor.

A certified copy of the assessment shall be filed with the County Auditor on or before August 1. The descriptions of the parcels reported shall be those used for the same parcels on the map books of the County Assessor for the current year. (SCC 1280 § 2 (part), 2004)

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EXHIBIT F

Sacramento City Code**Up Previous Next Main Collapse Search Print No Frames**[Title 2 ADMINISTRATION AND PERSONNEL](#)**Chapter 2.48 BUILDING AND FIRE CODE ADVISORY AND APPEALS BOARD**

2.48.010 Board established.

The city of Sacramento building and fire code advisory and appeals board is hereby established. (Ord. 2006-041 § 3 (part))

2.48.020 Definitions.

As used in this chapter, the following words and phrases shall have the meaning given them in this section, unless the context clearly requires otherwise:

“City” means the city of Sacramento.

“City council” means the city council of the city of Sacramento.

“Board” means the building and fire code advisory and appeals board.

“Mayor” means the mayor of the city of Sacramento. (Ord. 2006-041 § 3 (part))

2.48.030 Powers and duties of board.

A. The board is established for the purpose of determining the suitability of alternate materials and methods of construction and providing reasonable interpretations of the following codes, as they are currently written or as they may be amended in the future:

1. 2001 California Building Code;
2. 2001 California Fire Code.

The board’s powers and duties shall extend to any code or codes duly adopted by the California Building Standards Commission that supersedes the 2001 California Building and Fire Codes.

B. The board may approve the use of any material, alternate design or method of construction not specifically prescribed by the applicable codes enumerated in this section, provided the board finds that the proposed design is satisfactory and complies with the provisions of the applicable codes and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in the applicable codes in suitability, strength, effectiveness, fire resistance, durability, safety, and sanitation. The board shall require that sufficient evidence or proof be submitted to substantiate any claims that may be made regarding its use.

C. The board shall have no authority relative to interpretation of the administrative provisions of these codes nor shall the board be empowered to waive requirements of these codes. any cost for tests or research required by the board to substantiate the claim of any appellant shall be the sole responsibility of the appellant. (Ord. 2006-041 § 3 (part))

2.48.040 Board membership.

The board shall consist of five members appointed by the mayor with the approval of the city council, subject to the following requirements:

- A. One member shall be a real estate developer who has completed at least two projects in California in the five years preceding appointment; each project must have a total valuation in excess of five million dollars (\$5,000,000.00);
- B. One member shall be a California licensed general building contractor who has been a primary general contractor on construction projects in the City during the two years immediately preceding appointment;
- C. One member shall be a California registered architect who has been licensed and has practiced in California for at least three years immediately preceding appointment;
- D. One member shall be a California registered structural engineer who has been licensed and has practiced in California for at least three years immediately preceding appointment;
- E. One member shall be a California licensed fire protection engineer who has been licensed and has practiced in California for at least three years immediately preceding appointment. (Ord. 2006-041 § 3 (part))

2.48.050 Term of office.

Members of the board shall serve a term of three years. In order to establish staggered terms, the initial appointments of members shall include two members for a one-year term, two members for a two-year term, and one member for a three-year term, as determined by the city clerk based on the drawing of lots. No member shall serve more than two consecutive terms. In the event a vacancy occurs during the term of any member, the mayor shall appoint, with the approval of the city council, a successor to serve the unexpired term, subject to the requirements set forth in Section 2.48.040. A member shall hold office until his or her successor has been appointed. A successor appointed to complete an unexpired term shall be eligible to serve up to two consecutive terms in addition to the unexpired term. (Ord. 2006-041 § 3 (part))

2.48.060 Conflict of interest and financial disclosure statements.

The provisions of Article III of Chapter 2.16 of this code governing conflicts of interest of board and commission members shall apply to members of the board. In addition, all appointees to the board shall be required to file statements disclosing financial interests pursuant to a conflict of interest code adopted for the board. (Ord. 2006-041 § 3 (part))

2.48.070 Chairperson and organization of the board.

At its first meeting, and annually thereafter, the board shall elect a board chairperson and a vice-chairperson, each of whom shall hold office at the pleasure of the board. During any absence of the chairperson from a meeting of the board, the vice-chairperson shall be the acting chairperson until the chairperson returns. When there is a vacancy in the office of chairperson or vice chairperson, the board shall fill that office from among its members. Staff support to the board shall be provided by one or more city employees designated by the city manager. (Ord. 2006-041 § 3 (part))

2.48.080 Board meetings.

The board shall establish a time and place for regular meetings to be held not less than once each month. The meetings shall be noticed and held in accordance with the provisions of the Ralph M. Brown Act (Government Code section 54950 et seq.). The board shall have the authority to notice and hold special meetings in the manner specified by the Ralph M. Brown Act. (Ord. 2006-041 § 3 (part))

2.48.090 Rules and regulations.

The board shall adopt reasonable rules and regulations for conducting its business and shall render all decisions and findings in writing to the appellant with a copy to the building official. (Ord. 2006-041 § 3 (part))

2.48.100 Quorum—Voting.

The quorum required for the board to conduct business shall be three members. The affirmative vote of a majority of the members present and eligible to vote shall be necessary to approve any item. (Ord. 2006-041 § 3 (part))

2.48.110 Review by building official.

A. The building official shall establish policies and procedures that provide for building official review of staff-level decisions regarding the use of any material, alternate design or method of construction not specifically prescribed in the California Building Code or the California Fire Code. These policies and procedures shall require the building official to provide a written decision within ten (10) calendar days of the filing of a completed request for building official review. A copy of the decision shall be delivered to the appellant personally or sent to him or her by certified mail, postage prepaid, return receipt requested. Requests for building official review shall be submitted on a form prescribed by the building official. Any person aggrieved by the building official's decision may appeal therefrom to the board as provided in Section 2.48.120(A).

B. At any time within ten (10) calendar days of the filing of a completed request for building official review, the building official may refer the request to the board for determination. In such a case, a hearing before the board shall be scheduled and conducted as set forth in Section 2.48.130.

C. In the event the building official does not issue a written decision or refer a request to the board within ten (10) calendar days of the filing of a completed request for building official review, the staff-level decision shall become a final decision from which any aggrieved person may appeal to the board as provided in Section 2.48.120(A). The staff-level decision shall be deemed final on the eleventh calendar day following the filing of the completed request for review; provided, however, if the eleventh calendar day falls on a Saturday, Sunday, or legal holiday, the decision shall be deemed made on the next following business day. (Ord. 2006-041 § 3 (part))

2.48.120 Appeals to board.

A. Any person aggrieved by the decision of the building official issued pursuant to Section 2.48.110(A) or a staff-level decision that becomes a final decision pursuant to Section 2.48.110(C) may appeal therefrom to the board at any time within ten (10) calendar days after receiving notice of the building official's decision or after the staff-level decision becomes final pursuant to Section 2.48.110(C). Such an appeal is taken by filing notice of appeal with the building official on a form provided by, and available from, the building official and payment of a fee as established by resolution of the city council. All supporting documents must be submitted with the form at the time the appeal is filed. Upon receipt of any appeal file and the appeal fee pursuant to this section, a hearing before the board shall be scheduled and conducted as set forth in Section 2.48.130.

B. Notwithstanding subsection A of this section, no person shall be allowed to appeal a staff-level decision regarding the use of any material, alternate design or method of construction not specifically prescribed in the California Building Code or the California Fire Code to the board unless (1) the person submitted a completed request for building official review as required by Section 2.48.110(A) and (2) the building official failed to either provide a written decision or refer the request to the board within ten (10) calendar days of the filing of the completed request for review.

C. Failure to properly file a written appeal as required under subsection A of this section will constitute a waiver of all right to an appeal hearing before the board, and the decision of the building official or the staff-level decision will be final. Failure to properly and timely appeal pursuant to subsection A of this section also shall constitute a failure to exhaust administrative remedies and a bar to any judicial action pertaining to the staff-level decision or decision of the building official.

D. Notwithstanding any other provision of this chapter, the board does not have jurisdiction to hear appeals of decisions relating to access for physically handicapped persons to public facilities and accommodations. Any staff-level decision that becomes a final decision pursuant to Section 2.48.110(C) or decision of the building official relating to access for physically handicapped persons to public facilities and accommodations shall be appealed to the joint city/county disabilities appeals board pursuant to Chapter 2.52 of the Sacramento City Code rather than the board. (Ord. 2006-041 § 3 (part))

2.48.130 Hearings.

In the event the building official refers a request to the board pursuant to Section 2.48.110(B), or upon receipt of any appeal filed and the appeal fee pursuant to Section 2.48.120, the building official shall calendar it for hearing as follows:

A. If the building official refers the request to the board, or if the appeal is received by the building official, not later than fifteen (15) calendar days prior to the next regular meeting of the board, it shall be calendared for hearing at said meeting.

B. If the building official refers the request to the board, or if the appeal is received by the building official, on a date less than fifteen (15) calendar days prior to the next regular meeting of the board, it shall be calendared for hearing at the next subsequent meeting of the board.

The building official shall not later than ten (10) calendar days prior to the hearing give notice of the time, place, and subject matter of the hearing to the person filing the appeal and each member of the board. The hearing shall be conducted according to the rules and regulations adopted by the board. The board shall render all decisions and findings in writing. A copy of the decision shall be delivered to the appellant personally or sent to him or her by certified mail, postage prepaid, return receipt requested. (Ord. 2006-041 § 3 (part))

2.48.140 Appeals to city council.

A. Any person aggrieved by the decision rendered by the board in an appeal hearing held pursuant to Section 2.48.130, may appeal the decision to the city council in accordance with Chapter 1.24. The appeal shall be made by filing a written notice thereof with the city clerk not later than ten (10) calendar days after receiving notice of the decision of the board. The city council shall hold a hearing on the appeal and its decision thereon shall be final. Instead of hearing the appeal, the city council may refer the matter to a hearing examiner pursuant to Chapter 1.24, in which case the hearing examiner's decision shall be final.

B. Failure to properly file a written appeal of the decision of the board within ten (10) calendar days of the decision will constitute a waiver of all right to an appeal hearing before the city council, and the board's decision will be final. Failure to properly and timely appeal the board's decision also shall constitute a failure to exhaust administrative remedies and a bar to any judicial action pertaining to the board's decision. (Ord. 2006-041 § 3 (part))

2.48.150 Compensation.

Pursuant to City Charter Section 29, the compensation commission shall establish the compensation members

of the board receive for attending board meetings. (Ord. 2006-041 § 3 (part))

2.48.160 General requirements.

Unless specifically provided otherwise in this chapter, the general requirements set forth in Chapter 2.40 of this code, governing the appointment of board and commission members, attendance at board and commission meetings, voting, term limits and removal, shall apply to the board. A member is subject to removal for good cause, neglect of duty or misconduct as provided in City Charter Section 232. (Ord. 2006-041 § 3 (part))

EXHIBIT G

- I. Any condition in violation of the city fire code, set forth in Title 15 of this code;
 - J. Any condition recognized in law or in equity as constituting a public nuisance;
 - K. The maintenance of the exterior of any vacant or unoccupied building or the interior of any such building which is readily visible from any public street or adjacent parcel of property in a state of unsightliness so as to constitute a blighted condition detrimental to the property values in the neighborhood or otherwise detrimental to the public welfare;
 - L. Any condition in violation of Chapter 18.12 of this code (employer transportation systems management for the city of Sacramento);
 - M. Any unimproved real property which has become a dumping ground for litter, garbage, junk, debris, or discarded vehicles, vehicle parts and/or vehicle hulks, and which real property has been subject to abatement action on one or more occasions by the city;
 - N. Any illegal activity occurring on the property which is detrimental to the life, health, safety and welfare of the residents, neighbors or public. For purposes of this chapter, illegal activity is defined as any violation of state or federal law, rules or regulations, or local ordinance.
- Once proceedings have been commenced pursuant to this title to declare a building or property to be a public nuisance under this subsection, no such building or property shall be deemed to be in compliance with this title solely because such building or property thereafter becomes occupied. (Ord. 2001-046 § 3 (part); Ord. 2000-017 § 5(a), (b); prior code § 61.04.401)

Article V Abatement Generally

8.04.110 Nuisance abatement.

Whenever the department head has inspected or caused to be inspected any premises and has found and determined that such premises are in violation of this code, he or she may commence proceedings to cause abatement of the nuisance as provided herein. (Prior code § 61.05.501)

8.04.120 Commencement of nuisance abatement proceedings—Issuance of notice and order.

To commence nuisance abatement proceedings, the department head shall issue a notice of violation and order to

abate (notice and order) directed to the record owner(s) of the premises. The notice and order shall contain:

- A. The street address and/or such other description as is required to identify the premises;
- B. A statement specifying the conditions which constitute the nuisance and declaring such conditions to be a public nuisance pursuant to Section 8.04.100 of this chapter;
- C. A statement of the action required to be taken to eliminate the public nuisance;
- D. A statement ordering the owner to abate the nuisance prior to a set date;
- E. A statement advising that any person having any record title or legal interest in the premises may appeal the notice and order provided that the appeal is made in writing as provided in Section 8.04.170 of this chapter;
- F. A statement that the appeal request must be in writing and filed with the department head within thirty (30) days of service of the notice and order;
- G. A statement that failure to appeal the notice and order will constitute a waiver of all right to an administrative hearing and will be a final determination of the matter;
- H. If the city intends to seek attorney's fees pursuant to Section 38773.5 of the Government Code, a

statement that the city intends to seek and recover attorney's fees. (Prior code § 61.05.502)

8.04.130 Fees imposed.

A fee shall be imposed on the owner of any property for which a notice and order is issued pursuant to this section. The fee shall be calculated to recover the total city cost of inspections and enforcement and shall be set by resolution of the city council. An additional fee which shall be set by resolution of the city council shall be imposed on the owner of the property at the conclusion of any matter in which a notice and order has been issued. This termination fee shall be calculated to recover the cost of closing the file, removing or placing liens, and other associated administrative costs. The fees imposed pursuant to this section shall be due and owing regardless of whether the public nuisance is eliminated in response to the notice and order. No fees shall be due and owing if an appeal is filed and the appeal is sustained. All fees shall be a personal obligation of the owner and a lien upon the property and are due and payable within thirty (30) days of issuance of the notice and order or closing of the file respectively; provided that if an appeal is filed, the fees shall be due and payable upon a final decision on the appeal. Any fee not paid within that time shall be collected pursuant to the procedure set forth in Chapter 8.96 of this code. (Prior code § 61.05.503)

8.04.140 Notice and order—Service generally.

The notice and order, and any amended or supplemental notice and order, shall be served upon the record owner and posted on the property; and one copy thereof shall be served on each of the following if known to the department head or disclosed from official public records: the holder of any mortgage or deed of trust or other lien or encumbrance of record; the owner or holder of any lease of record; and the holder of any other estate or legal interest of record in or to the building or the land on which it is located. The failure of the department head to serve any person required herein to be served shall not invalidate any proceedings hereunder as to any other person duly served or relieve any such person from any duty or obligation imposed by the provisions of this section. (Prior code § 61.05.504)

8.04.150 Method of service.

Service of the notice and order may be made upon all persons entitled thereto in the manner described in Section 1.04.100 of this code. Service may be made upon the record owner at his or her or their address as it appears on the latest equalized assessment roll of Sacramento County, or as known to the department head. (Ord. 2006-070 § 2; Ord. 2004-008 § 22; prior code § 61.05.505)

8.04.160 Proof of service of notice and order.

Proof of service of the notice and order shall be certified by written declaration under penalty of perjury executed by the person effecting service, declaring the time, date and manner in which service was made. The declaration, together with any receipt returned in acknowledgment of receipt by certified mail shall be made part of the department's permanent record. (Prior code § 61.05.506)

8.04.170 Appeal.

A. Form of Appeal. Any person having any record title or legal interest in the premises may appeal from any notice and order of the department head under this title by filing at the office of the department head within thirty (30) days from the date of service of such notice and order, a written appeal containing:

1. A brief statement setting forth the legal interest of each of the appellants in the premises involved in the notice and order;
 2. A brief statement in ordinary and concise language of the specific order or action protested, together with any material facts claimed to support the contentions of the appellant;
 3. A brief statement in ordinary and concise language of the relief sought, and the reasons why it is claimed the protested order or action should be reversed, modified, or otherwise set aside;
 4. The signatures of all parties named as appellants and their official mailing addresses, with statements from each appellant that each agrees to accept service of the written notice of the time and place of the appeal hearing and the decision of the hearing examiner at such address;
 5. The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.
- B. Processing of Appeal. Upon receipt of any appeal filed and the appeal fee pursuant to this section, the department head shall transmit said appeal to the secretary of the hearing examiner who shall calendar it for hearing as follows:
1. If the appeal is received by the department head not later than fifteen (15) days prior to the next regular appeal hearing, it shall be calendared for hearing at said meeting.
 2. If the appeal is received by the department head on a date less than fifteen (15) days prior to the next appeal hearing, it shall be calendared for the next subsequent appeal hearing.
- C. Noticing Appeal for Hearing. Written notice of the time and place of the hearing shall be given at least ten (10) calendar days prior to the date of the hearing to each appellant by the secretary of the hearing examiner either by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at his or her address shown on the appeal.
- D. Appeal Fee. The department may collect and require an appeal fee to be paid at the time the written appeal notice is filed. The appeal fee shall be set by resolution of the city council. The fee shall be calculated to recover the total city costs incurred in the appeal including, but not limited to, staff time to process and handle the appeal, hearing examiner compensation, preparation and service of notices and staff appearance in the appeal hearing. No appeal shall proceed without payment of the fee at the time the appeal is filed provided that the department head may waive or defer the appeal fee upon written request for good cause shown. Good cause may include severe economic hardship, significant attempts to comply with the notice and order, and other factors indicating good faith attempts to comply.
- E. Effect of Failure to Appeal. Failure of any person to file a timely appeal in accordance with the provisions of this section shall constitute an irrevocable waiver of the right to an administrative hearing and a final adjudication of the notice and order, or any portion thereof.
- F. Only those matters or issues specifically raised by the appellant in the appeal notice shall be considered in the hearing of the appeal.
- G. Staying of Order Under Appeal. Enforcement of any notice and order of the department head issued under this title shall be stayed during the pendency of an appeal therefrom which is properly and timely filed. (Prior code § 61.05.507)

8.04.180 Hearings—Generally.

At the time set for hearing, the hearing examiner shall proceed to hear the testimony of the department head, the owner, and other competent persons respecting the condition of the premises, and other relevant facts concerning the matter. (Prior code § 61.05.508)

8.04.190 Record of oral evidence at hearing.

A. The proceedings at the hearing shall be electronically recorded. Either party may provide a certified shorthand reporter to maintain a record of the proceedings at the party's own expense.

B. Preparation of a record of the proceeding shall be governed by California Code of Civil Procedure Section 1094.6, as presently written or hereinafter amended. (Prior code § 61.05.509)

8.04.200 Continuances.

The hearing examiner may, upon request of the owner of the premises or upon request of the department head, grant continuances from time to time for good cause shown, or upon his or her own motion. (Prior code § 61.05.510)

8.04.210 Oaths—Certification.

The hearing examiner or designee shall administer the oath or affirmation. (Prior code § 61.05.511)

8.04.220 Evidence rules.

Government Code of the State of California, Section 11513, subsections (a), (b) and (c), as presently written or hereinafter amended, shall apply to hearings under this title. (Prior code § 61.05.512)

8.04.230 Rights of parties.

A. Each party may represent themselves, or be represented by anyone of their choice.

B. If a party does not proficiently speak or understand the English language, he or she may provide an interpreter, at the party's own cost, to translate for the party. An interpreter shall not have had any involvement in the issues of the case prior to the hearing. (Prior code § 61.05.513)

8.04.240 Official notice.

In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact which may be judicially noticed by the courts of this state or which may appear in any of the official records of the city or any of its departments. (Prior code § 61.05.514)

8.04.250 Inspection of premises.

A. The hearing examiner may inspect the premises involved in the hearing prior to, during or after the hearing, provided that:

1. Notice of such inspection shall be given to the parties before the inspection is made;
2. The parties are given an opportunity to be present during the inspection; and
3. The hearing examiner shall state for the record during the hearing, or file a written statement after the hearing for inclusion in the hearing record, upon completion of the inspection, the material facts observed and the conclusion drawn therefrom.

B. Attorney's Fees. Pursuant to Section 38773.5 of the Government Code, in any proceeding brought to enforce any order, the prevailing party shall be entitled to recover attorney's fees, provided that, pursuant to Section 38773.5, attorney's fees shall only be available in those proceedings in which the city has provided notice at the commencement of such proceedings that it intends to seek and recover attorney's fees. (Ord. 2000-017 § 4(a)(18); prior code § 61.07.702)

8.04.300 Failure to complete work.

A. Whenever the required abatement is not completed within the time so specified in the order, the department head may, in addition to any other remedy herein provided, cause the nuisance to be abated, so as to put the premises in such a condition that no violation of this code exists thereon.

B. The cost of such abatement shall be assessed against the property as a lien or made a personal obligation of the owner thereof as provided in Article VIII of this chapter. (Prior code § 61.07.703)

8.04.310 Extension of date for completion.

A. Upon receipt of an application from the person required to conform to the order by a date fixed in the order, and an agreement by such person that he or she will comply with the order if allowed additional time, the department head may, in his or her discretion, grant an extension of time, not to exceed an additional one hundred twenty (120) days, within which to complete such abatement, if the department head determines that such an extension of time will not create or perpetuate a situation imminently dangerous to life or property.

B. The authority of the department head to extend time is limited to the physical abatement of the nuisance or for such other purposes as may be reasonably required by the circumstances of the case, but such extension will not in any way affect or extend the time to appeal the order. (Prior code § 61.07.704)

8.04.320 Interference with work prohibited.

No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of the city, or with any person who owns or holds any estate or interest in any premises on which a nuisance exists and which must be abated under the provisions of this code, whenever such officer, employee, contractor or authorized representative of the city, or person having an interest or estate in such premises is engaged in the work of abating any nuisance as required by the provisions of this code, or in performing any necessary act preliminary to or incidental to such work authorized or directed pursuant to this code. (Prior code § 61.07.705)

Article VII Summary Abatement

8.04.330 Dangerous condition.

If, in the opinion of the department head, there exists a condition on any premises which is of such a nature as to be imminently dangerous to the public health, safety or welfare, which, if not abated according to the procedures of this code, would, during the pendency of the proceedings, subject the public to potential harm of a serious nature, the same may be abated forthwith without compliance with the provisions of this code. Abatement may include, but is not limited to boarding of windows, doors and other openings to city specifications, removal of junk and debris, and securing the perimeter of the property with fencing, gates or barricades (to prevent further occurrences of the nuisance activity). (Prior code § 61.09.901)

8.04.350 Lien or personal obligation.

The cost of abatement including all administrative

costs of any action taken hereunder shall be assessed against the subject premises as a lien or made a personal obligation to the owner or both a personal obligation and a lien as provided in Article VIII of this chapter. (Prior code § 61.09.903)

8.04.360 Summary abatement of graffiti.

A. The city council finds that proliferation of graffiti, especially gang-related graffiti, presents an imminent danger to the public safety and welfare. Law enforcement officials and other experts agree that immediate removal of gang-related graffiti is necessary to reduce the risk of violent and other criminal activities associated with gangs and gang territories. The presence of graffiti which is not abated immediately encourages the creation of additional graffiti, resulting in neighborhood blight and increased costs of abatement.

B. Notwithstanding the provisions of Section 8.04.340 of this chapter, the department head or his or her designee is authorized to summarily abate gang-related graffiti. The abatement may be undertaken by city staff or by outside contractors.

For purposes of this section only, "gang-related graffiti" shall be defined as graffiti, as that term is defined in Section 8.24.020 of this title, which is placed on private or public property by either of the following: (1) a criminal street gang as that term is defined by Penal Code Section 186.22; or (2) any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of graffiti activity, which has a common name(s) or common identifying sign(s) or symbol(s), and whose members individually or collectively engage in or have engaged in a pattern of graffiti activity.

C. The expense of abatement may be assessed against a minor responsible for creating the graffiti nuisance and the parents or guardians who have custody and control of the minor, or any other person responsible for creating the graffiti nuisance, pursuant to the procedures in Chapter 8.24 of this title. (Ord. 2000-041 § 4: Ord. 97-073 § 1: prior code § 61.09.904)

Article VIII. Recovery of Cost of Abatement

8.04.370 Property owner's liability for cost of abatement.

Every owner of property within the city is liable to the city for the cost of abatement of a public nuisance located on his or her premises conducted pursuant to Article VI of this chapter. (Prior code § 61.10.1000)

8.04.380 Account of expense—Filing of report—Contents.

A. The department head shall keep an itemized account of the expense incurred by the city in abating nuisances under the provisions of this code including all administrative costs. Upon the completion of the work of abatement, such department head shall prepare and file with the city clerk a report specifying the work done, the itemized and total cost of the work, a description of the real property at which the work was performed, and the names and addresses of the persons entitled to notice pursuant to Section 8.04.150 of this chapter.

B. The department head shall cause notice to be given to the Department of Motor Vehicles within five days after the date of removal identifying the vehicle(s) or parts thereof and any evidence of registration

available, including, but not limited to, registration certificates or title or license plates.

C. In the event the hearing examiner finds, pursuant to sworn statement of the owner of any premises or otherwise, that a vehicle which is ordered abated was placed on the premises without the consent of the owner, who did not later acquiesce to its presence on such premises, then the hearing examiner shall certify the finding to the department head, who shall not allocate the cost of the removal of such vehicle to the owner of the premises in the report filed with the city clerk. (Prior code § 61.10.1001)

8.04.390 Report transmitted to delinquency lien hearing officer.

Upon receipt of the report prepared pursuant to Section 8.04.380 of this chapter, the city clerk shall transmit it to a delinquency lien hearing officer appointed by the city manager for consideration. The delinquency lien hearing officer shall fix a schedule for hearing the report, and any protests or objections thereto. The department head shall cause notice of the hearing scheduled before the delinquency lien hearing officer to be mailed at least thirty (30) days prior to the date of the scheduled hearing to the address of the owner as shown on the last equalized assessment roll or such other address of the owner as may be known to the department head. The notice shall state that all protests or objections shall be filed in accordance with section 8.04.400 of this chapter. (Ord. 2006-071 § 1; prior code § 61.10.1002)

8.04.400 Making of protests and objections.

Any owner of affected property may file a written protest or objection with the Code Enforcement Department at least ten (10) days before the date specified in the notice given pursuant to Section 8.04.390 of this chapter. Each written protest or objection must contain a description of the property and the grounds of the protest or objection. The Code Enforcement Department shall endorse on every such protest or objection the date it was received. The Code Enforcement Department shall present such protests or objections to the delinquency lien hearing officer at the time set for the hearing, and no other protests or objections shall be considered. Any protests or objections not filed in writing at least ten (10) days prior to the date set for the hearing, and for which City staff is not prepared to address, shall be continued to the date of a future hearing for consideration by the delinquency lien hearing officer. (Ord. 2006-071 § 2; prior code § 61.10.1003)

8.04.410 Hearing of protests.

Upon the day and hour fixed for the hearing the delinquency lien hearing officer shall hear and pass upon the report of the department head together with any such protests or objections. The delinquency lien hearing officer shall follow, as nearly as practicable, those procedures that the city council would have followed if it had conducted the hearing. The delinquency lien hearing officer may make such revision, correction or modification of the report or the charge as he or she may deem just, and shall submit the report to the city clerk to be transmitted to the city council. The city clerk shall also send the results of the hearing to the objecting owners by first class mail, and shall include the date and time of the public hearing to be held by the city council in accordance with Section 8.04.430(A) of this chapter. The decision of the delinquency lien hearing officer on the report and on all objections or protests shall be final and conclusive. (Prior code § 61.10.1004)

8.04.420 Nature of protests to be heard.

A. Except as provided in subsection B of this section, the protests heard by the delinquency lien hearing officer pursuant to Section 8.04.410 of this chapter shall relate only to the charge to be made for abatement, and no protest concerning the action of the department head or the hearing examiner in ordering the abatement of the

nuisance shall be heard at this time.

B. Where the charge to be made is the result of summary abatement pursuant to Section 8.04.330 of this chapter, the delinquency lien hearing officer may determine whether or not the action to abate was proper, and may modify the charge or not as he or she may deem proper. (Prior code § 61.10.1005)

8.04.430 Personal obligation, lien, or special assessment.

A. Upon receipt of the delinquency lien hearing officer's report, the city council shall schedule a public hearing at which it shall confirm, reject or modify the report and determine the costs of abatement. The public hearing shall be limited to the issue of whether the hearing before the delinquency lien hearing officer was conducted in accordance with applicable city ordinances. Only those owners who file an objection or protest and appear before the delinquency lien hearing officer shall be permitted to protest at the city council hearing.

B. Upon taking action under subsection A, the city council may order that the costs of abatement be made a personal obligation of the property owner and either a nuisance abatement lien or a special assessment against the property.

C. If an action or proceeding is commenced to recover the costs, the prevailing party shall be entitled to recover reasonable attorneys' fees, provided that, pursuant to California Government Code section 38773.5, attorneys' fees shall only be available where the city has elected, at the commencement of such action or proceeding, to seek recovery of its own attorneys' fees. In no action or proceeding shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable attorneys' fees incurred by the city in the action or proceeding.

D. A nuisance abatement lien may be recorded and enforced against the property pursuant to the provisions of California Government Code section 38773.1. A nuisance abatement lien may be foreclosed by an action brought by the city for a money judgment. As part of the foreclosure action, the city may recover reasonable attorneys' fees and costs including, but not limited to, costs incurred for processing and recording the lien and providing notice to the property owner.

E. As an alternative to a nuisance abatement lien, the costs of abatement may be made a special assessment against the property. The special assessment may be collected at the same time and in the same manner as ordinary municipal taxes and shall be subject to the same penalties and procedures, including the sale of the property in case of delinquency, as provided for ordinary municipal taxes. The special assessment shall continue until the assessment and all interest and penalties due and payable thereon have been paid. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the special assessment. (Ord. 2006-047 § 1: prior code § 61.10.1006)

8.04.440 Time for contest of assessment.

The validity of any assessment made under the provisions of this chapter shall not be contested in any action or proceeding unless the same is commenced within thirty (30) days after the assessment is confirmed by the city council. (Ord. 2000-017 § 4(a)(19); prior code § 61.10.1007)

8.04.450 Filing copy of report with county auditor.

A certified copy of the assessment shall be filed with the county auditor on or before August 1st. The descriptions of the parcels reported shall be those used for the same parcels on the map books of the county assessor for the current year. (Prior code § 61.10.1008)

D. **Appeal Fee.** The department may collect and require an appeal fee to be paid at the time the written appeal notice is filed. The appeal fee shall be set by resolution of the city council. The fee shall be calculated to recover the total city costs incurred in the appeal including, but not limited to, staff time to process and handle the appeal, hearing examiner compensation, preparation and service of notices and staff appearance in the appeal hearing. No appeal shall proceed without payment of the fee at the time the appeal is filed provided that the department head may waive or defer the appeal fee upon written request for good cause shown. Good cause may include severe economic hardship, significant attempts to comply with the notice and order, and other factors indicating good faith attempts to comply.

E. **Effect of Failure to Appeal.** Failure of any person to file a timely appeal in accordance with the provisions of this section shall constitute an irrevocable waiver of the right to an administrative hearing and a final adjudication of the notice and order, or any portion thereof.

F. **Only those matters or issues specifically raised by the appellant in the appeal notice shall be considered in the hearing of the appeal.**

G. **Staying of Order Under Appeal.** Enforcement of any notice and order of the department head issued under this title shall be stayed during the pendency of an appeal therefrom which is properly and timely filed. (Prior code § 61.05.507)

8.04.180 Hearings—Generally.

At the time set for hearing, the hearing examiner shall proceed to hear the testimony of the department head, the owner, and other competent persons respecting the condition of the premises, and other relevant facts concerning the matter. (Prior code § 61.05.508)

8.04.190 Record of oral evidence at hearing.

A. The proceedings at the hearing shall be electronically recorded. Either party may provide a certified shorthand reporter to maintain a record of the proceedings at the party's own expense.

B. Preparation of a record of the proceeding shall be governed by California Code of Civil Procedure Section 1094.6, as presently written or hereinafter amended. (Prior code § 61.05.509)

8.04.200 Continuances.

The hearing examiner may, upon request of the owner of the premises or upon request of the department head, grant continuances from time to time for good cause shown, or upon his or her own motion. (Prior code § 61.05.510)

8.04.210 Oaths—Certification.

The hearing examiner or designee shall administer the oath or affirmation. (Prior code § 61.05.511)

8.04.220 Evidence rules.

Government Code of the State of California, Section 11513, subsections (a), (b) and (c), as presently written or hereinafter amended, shall apply to hearings under this title. (Prior code § 61.05.512)

8.04.230 Rights of parties.

A. Each party may represent themselves, or be represented by anyone of their choice.

B. If a party does not proficiently speak or understand the English language, he or she may provide an interpreter,

at the party's own cost, to translate for the party. An interpreter shall not have had any involvement in the issues of the case prior to the hearing. (Prior code § 61.05.513)

8.04.240 Official notice.

In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact which may be judicially noticed by the courts of this state or which may appear in any of the official records of the city or any of its departments. (Prior code § 61.05.514)

8.04.250 Inspection of premises.

A. The hearing examiner may inspect the premises involved in the hearing prior to, during or after the hearing, provided that:

1. Notice of such inspection shall be given to the parties before the inspection is made;
2. The parties are given an opportunity to be present during the inspection; and
3. The hearing examiner shall state for the record during the hearing, or file a written statement after the hearing for inclusion in the hearing record, upon completion of the inspection, the material facts observed and the conclusion drawn therefrom.

B. Each party then shall have a right to rebut or explain the matters so stated by the hearing examiner either for the record during the hearing or by filing a written statement after the hearing for inclusion in the hearing record. (Prior code § 61.05.515)

8.04.260 Form and contents of decision—Finality of decision.

If it is shown by a preponderance of the evidence that the condition of the premises constitutes a public nuisance:

A. The decision of the hearing examiner shall be in writing and shall contain findings of fact and a determination of the issues presented. The decision shall also require the owner to commence abatement of the nuisance not later than fifteen (15) days after the issuance of the decision, and that the abatement be completed within such time as specified by the hearing examiner, or in the alternative, within the time designated by the department head. The decision shall inform the owner that if the nuisance is not abated within the time specified, the nuisance may be abated by the city without further notice in such manner as may be ordered by the department head and the expense thereof made a lien on the property involved and/or a personal obligation.

B. The decision shall also inform the applicant that the time for judicial review is governed by California Code of Civil Procedure Section 1094.6. Copies of the decision shall be forthwith delivered to the parties personally or sent to them by certified mail. The decision shall be final when signed by the hearing examiner and served as herein provided. (Prior code § 61.05.516)

8.04.270 Service of the hearing examiner's decision.

Upon issuance of the decision, the department head shall post a copy thereof conspicuously on the premises involved and shall serve a copy on the record owner, in the same manner as set forth in Section 8.04.150 of this chapter, and one copy shall be served on each of the following, if known to the department head or disclosed from official public records: the holder of any mortgage or deed of trust or other lien or encumbrance of record; the owner or holder of any lease of record; and the holder of any other estate or legal interest of record in the premises. (Prior code § 61.05.517)

Article VI Enforcement of Order of Hearing Examiner

8.04.280 Enforcement of notice and order or hearing examiner's decision.

After any notice and order issued pursuant to this code shall have become final by failure to file a timely appeal or after hearing examiner's decision on appeal is rendered, no person to whom any such order is directed shall fail, neglect or refuse to obey any such order. Any such person who fails to comply with any such order or decision is guilty of a misdemeanor. (Prior code § 61.07.701)

8.04.290 Failure to obey order.

A. If, after any notice and order has become final or order of the hearing examiner on appeal is made pursuant to this chapter the person(s) to whom such order has been directed shall fail, neglect or refuse to obey such order, the department head may, without further notice:

1. Cause such person(s) to be prosecuted;
2. Institute any appropriate action to abate the conditions which constitute a public nuisance;
3. Issue an administrative penalty order pursuant to Section 1.28.010 of this code.

B. Attorney's Fees. Pursuant to Section 38773.5 of the Government Code, in any proceeding brought to enforce any order, the prevailing party shall be entitled to recover attorney's fees, provided that, pursuant to Section 38773.5, attorney's fees shall only be available in those proceedings in which the city has provided notice at the commencement of such proceedings that it intends to seek and recover attorney's fees. (Ord. 2000-017 § 4(a)(18); prior code § 61.07.702)

8.04.300 Failure to complete work.

A. Whenever the required abatement is not completed within the time so specified in the order, the department head may, in addition to any other remedy herein provided, cause the nuisance to be abated, so as to put the premises in such a condition that no violation of this code exists thereon.

B. The cost of such abatement shall be assessed against the property as a lien or made a personal obligation of the owner thereof as provided in Article VIII of this chapter. (Prior code § 61.07.703)

8.04.310 Extension of date for completion.

A. Upon receipt of an application from the person required to conform to the order by a date fixed in the order, and an agreement by such person that he or she will comply with the order if allowed additional time, the department head may, in his or her discretion, grant an extension of time, not to exceed an additional one hundred twenty (120) days, within which to complete such abatement, if the department head determines that such an extension of time will not create or perpetuate a situation imminently dangerous to life or property.

B. The authority of the department head to extend time is limited to the physical abatement of the nuisance or for such other purposes as may be reasonably required by the circumstances of the case, but such extension will not in any way affect or extend the time to appeal the order. (Prior code § 61.07.704)

8.04.320 Interference with work prohibited.

No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of the city, or with any person who owns or holds any estate or interest in any premises on which a nuisance exists and which must be abated under the provisions of this code, whenever such officer, employee, contractor or authorized representative of the city, or person having an interest or estate in such premises is engaged in the work of abating any nuisance as required by the provisions of this code, or in performing any necessary act preliminary to or incidental to such work authorized or directed pursuant to this code. (Prior code § 61.07.705)

Article VII Summary Abatement

8.04.330 Dangerous condition.

If, in the opinion of the department head, there exists a condition on any premises which is of such a nature as to be imminently dangerous to the public health, safety or welfare, which, if not abated according to the procedures of this code, would, during the pendency of the proceedings, subject the public to potential harm of a serious nature, the same may be abated forthwith without compliance with the provisions of this code. Abatement may include, but is not limited to boarding of windows, doors and other openings to city specifications, removal of junk and debris, and securing the perimeter of the property with fencing, gates or barricades (to prevent further occurrences of the nuisance activity). (Prior code § 61.09.901)

8.04.350 Lien or personal obligation.

The cost of abatement including all administrative

costs of any action taken hereunder shall be assessed against the subject premises as a lien or made a personal obligation to the owner or both a personal obligation and a lien as provided in Article VIII of this chapter. (Prior code § 61.09.903)

8.04.360 Summary abatement of graffiti.

A. The city council finds that proliferation of graffiti, especially gang-related graffiti, presents an imminent danger to the public safety and welfare. Law enforcement officials and other experts agree that immediate removal of gang-related graffiti is necessary to reduce the risk of violent and other criminal activities associated with gangs and gang territories. The presence of graffiti which is not abated immediately encourages the creation of additional graffiti, resulting in neighborhood blight and increased costs of abatement.

B. Notwithstanding the provisions of Section 8.04.340 of this chapter, the department head or his or her designee is authorized to summarily abate gang-related graffiti. The abatement may be undertaken by city staff or by outside contractors.

For purposes of this section only, “gang-related graffiti” shall be defined as graffiti, as that term is defined in Section 8.24.020 of this title, which is placed on private or public property by either of the following: (1) a criminal street gang as that term is defined by Penal Code Section 186.22; or (2) any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of graffiti activity, which has a common name(s) or common identifying sign(s) or symbol(s), and whose members individually or collectively engage in or have engaged in a pattern of graffiti activity.

C. The expense of abatement may be assessed against a minor responsible for creating the graffiti nuisance and the parents or guardians who have custody and control of the minor, or any other person responsible for creating the graffiti nuisance, pursuant to the procedures in Chapter 8.24 of this title. (Ord. 2000-041 § 4: Ord. 97-073 § 1: prior code § 61.09.904)

Article VIII. Recovery of Cost of Abatement

8.04.370 Property owner's liability for cost of abatement.

Every owner of property within the city is liable to the city for the cost of abatement of a public nuisance located on his or her premises conducted pursuant to Article VI of this chapter. (Prior code § 61.10.1000)

8.04.380 Account of expense—Filing of report—Contents.

A. The department head shall keep an itemized account of the expense incurred by the city in abating nuisances

under the provisions of this code including all administrative costs. Upon the completion of the work of abatement, such department head shall prepare and file with the city clerk a report specifying the work done, the itemized and total cost of the work, a description of the real property at which the work was performed, and the names and addresses of the persons entitled to notice pursuant to Section 8.04.150 of this chapter.

B. The department head shall cause notice to be given to the Department of Motor Vehicles within five days after the date of removal identifying the vehicle(s) or parts thereof and any evidence of registration available, including, but not limited to, registration certificates or title or license plates.

C. In the event the hearing examiner finds, pursuant to sworn statement of the owner of any premises or otherwise, that a vehicle which is ordered abated was placed on the premises without the consent of the owner, who did not later acquiesce to its presence on such premises, then the hearing examiner shall certify the finding to the department head, who shall not allocate the cost of the removal of such vehicle to the owner of the premises in the report filed with the city clerk. (Prior code § 61.10.1001)

8.04.390 Report transmitted to delinquency lien hearing officer.

Upon receipt of the report prepared pursuant to Section 8.04.380 of this chapter, the city clerk shall transmit it to a delinquency lien hearing officer appointed by the city manager for consideration. The delinquency lien hearing officer shall fix a schedule for hearing the report, and any protests or objections thereto. The department head shall cause notice of the hearing scheduled before the delinquency lien hearing officer to be mailed at least thirty (30) days prior to the date of the scheduled hearing to the address of the owner as shown on the last equalized assessment roll or such other address of the owner as may be known to the department head. The notice shall state that all protests or objections shall be filed in accordance with section 8.04.400 of this chapter. (Ord. 2006-071 § 1: prior code § 61.10.1002)

8.04.400 Making of protests and objections.

Any owner of affected property may file a written protest or objection with the Code Enforcement Department at least ten (10) days before the date specified in the notice given pursuant to Section 8.04.390 of this chapter. Each written protest or objection must contain a description of the property and the grounds of the protest or objection. The Code Enforcement Department shall endorse on every such protest or objection the date it was received. The Code Enforcement Department shall present such protests or objections to the delinquency lien hearing officer at the time set for the hearing, and no other protests or objections shall be considered. Any protests or objections not filed in writing at least ten (10) days prior to the date set for the hearing, and for which City staff is not prepared to address, shall be continued to the date of a future hearing for consideration by the delinquency lien hearing officer. (Ord. 2006-071 § 2: prior code § 61.10.1003)

8.04.410 Hearing of protests.

Upon the day and hour fixed for the hearing the delinquency lien hearing officer shall hear and pass upon the report of the department head together with any such protests or objections. The delinquency lien hearing officer shall follow, as nearly as practicable, those procedures that the city council would have followed if it had conducted the hearing. The delinquency lien hearing officer may make such revision, correction or modification of the report or the charge as he or she may deem just, and shall submit the report to the city clerk to be transmitted to the city council. The city clerk shall also send the results of the hearing to the objecting owners by first class mail, and shall include the date and time of the public hearing to be held by the city council in accordance with Section 8.04.430(A) of this chapter. The decision of the delinquency lien hearing officer on the report and on all objections or protests shall be final and conclusive. (Prior code § 61.10.1004)

8.04.420 Nature of protests to be heard.

A. Except as provided in subsection B of this section, the protests heard by the delinquency lien hearing officer pursuant to Section 8.04.410 of this chapter shall relate only to the charge to be made for abatement, and no protest concerning the action of the department head or the hearing examiner in ordering the abatement of the nuisance shall be heard at this time.

B. Where the charge to be made is the result of summary abatement pursuant to Section 8.04.330 of this chapter, the delinquency lien hearing officer may determine whether or not the action to abate was proper, and may modify the charge or not as he or she may deem proper. (Prior code § 61.10.1005)

8.04.430 Personal obligation, lien, or special assessment.

A. Upon receipt of the delinquency lien hearing officer's report, the city council shall schedule a public hearing at which it shall confirm, reject or modify the report and determine the costs of abatement. The public hearing shall be limited to the issue of whether the hearing before the delinquency lien hearing officer was conducted in accordance with applicable city ordinances. Only those owners who file an objection or protest and appear before the delinquency lien hearing officer shall be permitted to protest at the city council hearing.

B. Upon taking action under subsection A, the city council may order that the costs of abatement be made a personal obligation of the property owner and either a nuisance abatement lien or a special assessment against the property.

C. If an action or proceeding is commenced to recover the costs, the prevailing party shall be entitled to recover reasonable attorneys' fees, provided that, pursuant to California Government Code section 38773.5, attorneys' fees shall only be available where the city has elected, at the commencement of such action or proceeding, to seek recovery of its own attorneys' fees. In no action or proceeding shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable attorneys' fees incurred by the city in the action or proceeding.

D. A nuisance abatement lien may be recorded and enforced against the property pursuant to the provisions of California Government Code section 38773.1. A nuisance abatement lien may be foreclosed by an action brought by the city for a money judgment. As part of the foreclosure action, the city may recover reasonable attorneys' fees and costs including, but not limited to, costs incurred for processing and recording the lien and providing notice to the property owner.

E. As an alternative to a nuisance abatement lien, the costs of abatement may be made a special assessment against the property. The special assessment may be collected at the same time and in the same manner as ordinary municipal taxes and shall be subject to the same penalties and procedures, including the sale of the property in case of delinquency, as provided for ordinary municipal taxes. The special assessment shall continue until the assessment and all interest and penalties due and payable thereon have been paid. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the special assessment. (Ord. 2006-047 § 1: prior code § 61.10.1006)

8.04.440 Time for contest of assessment.

The validity of any assessment made under the provisions of this chapter shall not be contested in any action or proceeding unless the same is commenced within thirty (30) days after the assessment is confirmed by the city council. (Ord. 2000-017 § 4(a)(19); prior code § 61.10.1007)

8.04.450 Filing copy of report with county auditor.

A certified copy of the assessment shall be filed with the county auditor on or before August 1st. The descriptions of the parcels reported shall be those used for the same parcels on the map books of the county assessor for the current year. (Prior code § 61.10.1008)

Article IX. Repair and Storage of Boats

8.04.460 Definitions.

For purposes of this article, the terms “boat” and “vessel” shall include boats, ships, sailboats, barges, and every structure adapted to be navigated from place to place for the transportation of merchandise or persons, whether or not propelled by machinery. (Prior code § 61.15.1500)

8.04.470 Boat repair.

It is unlawful and a public nuisance for any person to engage in repair or maintenance of any boat or vessel in any residential zone outside a fully enclosed structure, except that repair or maintenance of a boat or vessel may be performed outside a fully enclosed structure where elapsed time between the beginning and end of the repair or maintenance does not exceed forty-eight (48) hours. (Prior code § 61.15.1501)

8.04.480 Boat storage.

It is unlawful and a public nuisance for any person to store a boat or vessel in any residential zone where it can be seen from the public right-of-way, unless the vessel or boat is currently registered to an occupant of the premises and is placed on a trailer currently registered to an occupant of the premises and parked on a paved surface. (Prior code § 61.15.1502)

COUNTY OF SACRAMENTO AGREEMENT NO. # _____

AGREEMENT

THIS AGREEMENT is made and entered into as of this 9th day of December, 2003, between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITY OF SACRAMENTO, a charter municipal corporation (hereinafter referred to as "CITY").

RECITALS

WHEREAS, in 1987 Congress amended Section 402 of the Federal Clean Water Act to require the United States Environmental Protection Agency ("EPA") to promulgate regulations for permits for stormwater discharges; and

WHEREAS, the regulations are designed to control pollutants associated with stormwater discharges through the use of the National Pollutant Discharge Elimination System ("NPDES") permit system which allows the lawful discharge of stormwater into the waters of the United States; and

WHEREAS, the EPA has delegated to the State of California the authority to issue NPDES permits; and

WHEREAS, the California Regional Water Quality Control Board, Central Valley Region ("Regional Board") has been charged by the California State Water Resources Control Board with the responsibility to issue NPDES permits within the Central Valley Region; and

WHEREAS, on December 6, 2002, the Regional Board adopted a NPDES stormwater permit No. CAS0082597, Order No. R5-2002-0206, (hereinafter referred to as "Permit") for the County of Sacramento and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, and Sacramento (PERMITTEES); and

WHEREAS, the PERMITTEES must comply with the Permit, its successor Permit, and other stormwater compliance documents subject to modification by the Regional Board; and

WHEREAS, the CITY is responsible for overseeing regulatory compliance with the Permit for areas within it jurisdiction; and

WHEREAS, the CITY has adopted a Stormwater Ordinance set forth at Chapter 13.16 of the Sacramento City Code to prohibit the discharge of pollutants to the CITY's municipal stormwater conveyance system; and

City Clerk's Copy

CITY **2003-221**
AGREEMENT NO. _____

CITY
AGREEMENT NO. 2003-221

WHEREAS, Provision C.9 of the Permit includes the requirement to track, inspect and ensure compliance with the Stormwater Ordinance at industrial and commercial facilities; and

WHEREAS, COUNTY Environmental Management Department, as both the State designated Certified Unified Program Agency (CUPA) and Environmental Health Agency for Sacramento County, is currently tracking, conducting inspections and otherwise regulating, pursuant to Chapter 6.11, Division 20 and Chapter 4, Division 104 of the Health and Safety Code, the majority of the commercial and industrial facilities that are subject to compliance with the Stormwater Ordinance; and

WHEREAS, CITY has determined that the cost to track, inspect and ensure stormwater compliance at commercial and industrial facilities is such that it would be more economical, feasible, and of greater benefit to the regulated business community to utilize the services of COUNTY to fulfill the commercial/industrial stormwater program requirements of the Permit; and

WHEREAS, Article 11, section 8 of the California Constitution provides that a county may agree with a city within its borders to performed specified municipal functions, if provided by their respective charters, and the City and County Charters allow the City Council and the Board of Supervisors, respectively, to enter into agreements for the performance of municipal functions by the County; and

WHEREAS, to the extent that amendments to the CITY's Stormwater Ordinance are needed to authorize COUNTY to administer and enforce the Stormwater Ordinance for such commercial and industrial facilities, CITY staff intends to develop and recommend such amendments to the City Council; and

WHEREAS, COUNTY and CITY desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

I. SCOPE OF SERVICES

COUNTY shall provide services in the amount, type and manner described in Exhibit "A", which is attached hereto and incorporated herein.

CITY shall provide services in the amount, type and manner described in Exhibit "B", which is attached hereto and incorporated herein.

**CITY
AGREEMENT NO. 2003-221**

II. COST SHARE

Each party shall be responsible for the costs of implementing their respective services as described in Exhibits "A" and "B".

III. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on June 30, 2010, unless sooner terminated as provided herein.

IV. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by certified mail-return receipt requested, addressed as follows:

TO COUNTY

DIRECTOR
Sacramento County Environmental
Management Department
8475 Jackson Road, Suite 230
Sacramento, CA 95826

TO CITY

Director of Utilities
Department of Utilities
City of Sacramento
1395 35th Avenue
Sacramento, CA 95822

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt. Notice shall be deemed effective on the date of receipt.

V. COMPLIANCE WITH LAWS

CITY and COUNTY and their respective officers and employees shall observe and comply with all applicable Federal, State, County and City laws, regulations and ordinances, including but not limited to laws, regulations and ordinances governing conflict of interest.

VI. EMPLOYMENT STATUS OF PERSONNEL

1. Any persons employed by COUNTY for the performance of services pursuant to this Agreement shall remain employees of COUNTY, shall at all times be under the direction and control of the COUNTY, and shall not be considered employees of the CITY. All persons employed

by the COUNTY to perform services pursuant to this Agreement shall be entitled solely to the rights and privileges afforded to COUNTY employees and shall not be entitled, as a result of providing services hereunder, to any additional rights or privileges that may be afforded to CITY employees.

2. For the purpose of performing the services provided for in this Agreement, and for the purpose of giving official status to the performance thereof where necessary, every COUNTY officer and employee engaged in the performance of any service hereunder shall be deemed to be an agent of the CITY while performing such services for CITY, provided that such services are within the scope of this Agreement, are purely municipal functions and are performed as authorized by the Sacramento City Code. Notwithstanding the agency relationship established by this subsection, the CITY shall not be liable for any act or omission of any COUNTY officer or employee.
3. CITY shall not be liable for the payment of any salaries, wages, compensation or other benefits to any COUNTY employee performing services pursuant to this Agreement, or for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his or her employment with the COUNTY and providing services pursuant to this Agreement.
4. COUNTY hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

VII. SHARE OF LIABILITIES

Notwithstanding any provision hereof to the contrary, if the Regional Board or other regulatory agency imposes penalties on the CITY, or any third party files a lawsuit against the CITY, based on any violation of the Permit by CITY, and such violation is related to any activities performed by either party under this Agreement, each party shall be responsible for the costs of such penalties or third party lawsuits to the extent that such penalties or lawsuits arise from activities performed or required to be performed by that party, its officers, directors, agents, employees, and volunteers, under this Agreement.

VIII. INDEMNIFICATION

City shall defend, indemnify and hold harmless County, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the

performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of City officers, directors, agents, and employees (including its volunteers and students).

County shall defend, indemnify, and hold harmless City, its City Council, officers, directors, agents, employees, and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of County's Board of Supervisors, officers, directors, agents, and employees (including its volunteers and students).

It is the intention of County and City that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers and students, County's Board of Supervisors, and City's City Council. It is also the intention of County and City that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers and students, County's Board of Supervisors and City's City Council.

IX. SUBCONTRACTS, ASSIGNMENT

1. Any subcontracting will be subject to all applicable provisions of this Agreement. Subcontracting services delivered under this Agreement shall not in any way relieve COUNTY of any duty or responsibility under this Agreement and COUNTY shall remain primarily obligated for the performance of all services.
2. This Agreement is not assignable by COUNTY in whole or in part, without the prior written consent of CITY.

X. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

XI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be

construed or interpreted more favorably for one party on the basis that the other party prepared it.

XII. TERMINATION

Either party may terminate this Agreement upon one hundred and eighty (180) days written notice to the other party. Notice shall be deemed served on the date of mailing.

XIII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CITY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CITY regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO, a political subdivision of
the State of California**

By:



Director
Environmental Management Department

Date: 11-19-03

Reviewed and approved by County Counsel:



Deputy County Counsel

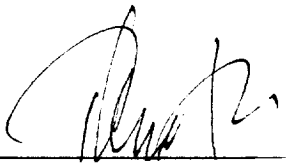
Date: 11-19-03

COUNTY OF SACRAMENTO AGREEMENT NO. _____

CITY
AGREEMENT NO. **2003-221**

**CITY OF SACRAMENTO,
a charter municipal corporation**

By:

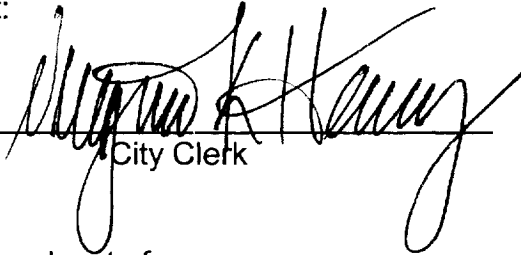


Tom Lee
Deputy City Manager

Date: 11-25-03

For: Robert Thomas
City Manager


Attest:



City Clerk

Date: _____

Approved as to form:



City Attorney

Date: 11-19-03

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
hereafter referred to as "COUNTY," and
the CITY OF SACRAMENTO, hereafter referred to as "CITY"**

I. SCOPE OF SERVICES

COUNTY DESCRIPTION OF SERVICES

COUNTY will work within a cooperative relationship with CITY and provide the following services:

1. Administer and enforce CITY's Stormwater Ordinance with respect to commercial and industrial facilities within the CITY.

- A. COUNTY will administer and enforce CITY's Stormwater Ordinance with respect to commercial and industrial facilities within the incorporated CITY area, to the extent that COUNTY administration and enforcement is authorized by the Stormwater Ordinance or any amendments thereto adopted by the Sacramento City Council.

2. Provide inspections at commercial and industrial facilities within the incorporated CITY area as required by California Regional Water Quality Control Board Order # R5-2002-0206 (Permit) consistent with applicable provisions of the Stormwater Ordinance.

- A. COUNTY will complete a stormwater compliance inspection at each eligible commercial and industrial facility at least once every three years.
- B. COUNTY will, in coordination with CITY, develop inspection form(s) to be used by COUNTY personnel.
- C. COUNTY will develop protocols to complete required area survey activities to ensure that new facilities are incorporated into the stormwater inspection and enforcement program and will provide, at a minimum, annual updates of database.
- D. COUNTY will distribute at the time of inspection any educational materials provided by CITY for such distribution.

3. Provide follow-up inspection and progressive enforcement protocols, including a written enforcement policy, consistent with the requirements of the Permit and applicable provisions of the Stormwater Ordinance.

- A. In coordination with CITY, COUNTY will develop and, as needed, modify those protocols, to ensure compliance with the Permit
- B. COUNTY will provide enforcement assistance, as requested, by the Regional Board.

4. Provide a funding mechanism for commercial and industrial facility stormwater compliance inspection program.

- A. COUNTY will quantify necessary COUNTY resources required to achieve compliance with the Permit as it applies to inspection, enforcement, and other related activities for commercial and industrial facilities.
- B. COUNTY will develop and present to the Sacramento County Board of Supervisors a proposed resolution and/or ordinance that authorizes COUNTY to recover program costs resulting from the expenditure of resources required for program implementation. Such a resolution and/or ordinance will include a fee schedule detailing annual fees for all facilities included in the commercial and industrial stormwater compliance program.

5. Provide support for presentations before the Sacramento City Council and other groups or individuals.

If requested, COUNTY will assist in the presentation of stormwater related issues before the City Council and any other groups or individuals.

6. Provide Adequate Industry Notification.

COUNTY, along with CITY, will conduct workshops and other outreach efforts to inform the regulated community of pending fee and significant compliance issues.

7. Provide for additional staff and training.

- A. COUNTY will develop a work plan documenting additional staff required for the commercial and industrial stormwater compliance program implementation.
- B. COUNTY will arrange for and secure needed staff training.

8. Develop adequate record-keeping and notification system.

A. COUNTY will review record keeping and notification requirements required by the Permit and incorporate these requirements into its existing record keeping and outside agency reporting protocols.

B. COUNTY will make the necessary additions and/or adjustments to its existing database to comply with data management requirements contained in the Permit.

9. Appointment of a Senior Level Manager as liaison to CITY for coordination with the commercial and industrial stormwater compliance program.

COUNTY will designate a senior level position to oversee all stormwater program activities and act as the primary liaison with CITY.

10. Provide for complaint response.

A. COUNTY will develop a methodology that outlines how complaints should be categorized and the appropriate level of response that is required in response to complaints for those industries within COUNTY's inspection jurisdiction.

B. COUNTY, along with CITY, will work directly with the Regional Board to develop and modify this proposed methodology, as needed, to ensure Permit compliance.

11. Provide for reporting and documentation.

Not later than August 1st of each year, COUNTY will provide CITY any inspection/enforcement/complaint data or documentation needed by CITY to achieve compliance with reporting requirements contained in the Permit. This will include at a minimum:

- Number of businesses/facilities inspected
- Number of enforcement actions taken, including the amount of fines or monies assessed and collected
- Number of complaints referred to COUNTY by the Regional Board
- Total number of complaint responses by COUNTY
- Enforcement assistance provided to the Regional Board
- Inspection or complaint response records for specific facilities requested by CITY on an as needed basis.

12. Provide for progress evaluation.

- A. COUNTY and CITY shall meet on a quarterly basis for program updates and coordination purposes. COUNTY and CITY will meet semi-annually to evaluate program effectiveness.
- B. As with its other regulatory programs, COUNTY will prepare required records or documentation relating to the storm water program for the purpose of a financial review or analysis by the City of Sacramento and County Auditor(s).

CITY
AGREEMENT NO. 2003-221

**EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereafter referred to as "COUNTY," and
the CITY OF SACRAMENTO, hereafter referred to as "CITY"**

I. CITY DESCRIPTION OF SERVICES

Consistent with applicable provisions of the Sacramento City Charter and City Code, CITY will work within a cooperative relationship with COUNTY and provide the following services:

1. Assist in the specification of the commercial and industrial facilities to be inspected, as defined by California Regional Water Quality Control Board Order # R5-2002-0206 (Permit).

CITY will work with COUNTY to develop an inclusive inventory of commercial and industrial facilities that are subject to inspections, enforcement, and other associated activities, as defined by the Permit.

2. Provide support for presentations before the Sacramento County Board of Supervisors and other groups or individuals.

If requested by COUNTY, CITY will assist in the presentation of stormwater related issues before the Board of Supervisors and any other groups or individuals.

3. Modification of Local Storm Water Ordinance.

CITY staff will develop and present to the City Council proposed amendments to CITY's existing Stormwater Ordinance to include authorization for COUNTY to implement the storm water compliance program for commercial and industrial facilities. If approved by the City Council, such amendments shall to the extent necessary authorize COUNTY to:

- Conduct all necessary inspections or re-inspections of regulated facilities within the incorporated CITY area.
- Take any necessary enforcement actions as authorized by the City Code and consistent with a CITY approved enforcement plan.
- Investigate and follow-up referred complaints at eligible facilities.
- Establish and collect fees necessary to recover program implementation costs.

4. Provide Adequate Industry Notification.

CITY will develop initial industry notification and educational materials and, when requested by the COUNTY, will participate with County in workshops and other outreach efforts to inform the regulated community of pending fee and significant compliance issues.

5. Assist in staff training.

If requested by COUNTY, CITY will provide assistance in developing staff training modules and materials. CITY will also assist, if requested, in the development of a work plan documenting additional staff required for the implementation of the commercial and industrial stormwater compliance program.

6. Appointment of a Senior Level Manager, or a Senior Level Manager's designated representative, as liaison to COUNTY for coordination with the commercial and industrial stormwater compliance program.

CITY will appoint a senior level manager or identify a senior level manager designee to oversee the commercial and industrial facility stormwater program activities and act as the primary liaison with COUNTY.

7. Provide for complaint response.

CITY will be responsible for complaint response for those industries in the CITY that are not specified by the Permit or the Regional Board to be included in the commercial and industrial inspection program.

8. Reporting and documentation requirements.

CITY will work with COUNTY to develop specific report format(s) including necessary data elements needed to comply with reporting requirements contained in the Permit.

9. Other Additional Services.

CITY shall develop and provide to COUNTY, educational outreach materials to be distributed during commercial and industrial inspections.

RESOLUTION NO. 2003-856

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF DEC 09 2003

RESOLUTION AUTHORIZING COOPERATIVE AGREEMENT BETWEEN CITY OF SACRAMENTO AND COUNTY OF SACRAMENTO FOR PERFORMANCE OF STORM WATER ORDINANCE COMPLIANCE INSPECTIONS AT INDUSTRIAL AND COMMERCIAL FACILITIES

BE IT RESOLVED BY THE SACRAMENTO CITY COUNCIL THAT:

WHEREAS, the EPA has delegated to the State of California the authority to issue NPDES permits; and

WHEREAS, the California Regional Water Quality Control Board, Central Valley Region ("Regional Board") has been charged by the California State Water Resources Control Board with the responsibility to issue NPDES permits within the Central Valley Region; and

WHEREAS, on December 6, 2002, the Regional Board adopted a NPDES stormwater permit No. CAS0082597, Order No. R5-2002-0206 (Permit) for the County of Sacramento and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, and Sacramento (Permittees); and

WHEREAS, the Permittees must comply with the Permit, its successor Permit, and other stormwater compliance documents subject to modification by the Regional Board; and

WHEREAS, the City of Sacramento (Sacramento) is responsible for overseeing regulatory compliance with the Permit for areas within its jurisdiction; and

WHEREAS, Sacramento and Sacramento County(County) wish to jointly participate in conducting storm water inspections at industrial and commercial facilities for the purpose of complying with the Permit; and

WHEREAS, a cooperative effort between Sacramento and County would be beneficial to the region by strengthening regional partnerships to enhance the quality of life.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2003-856

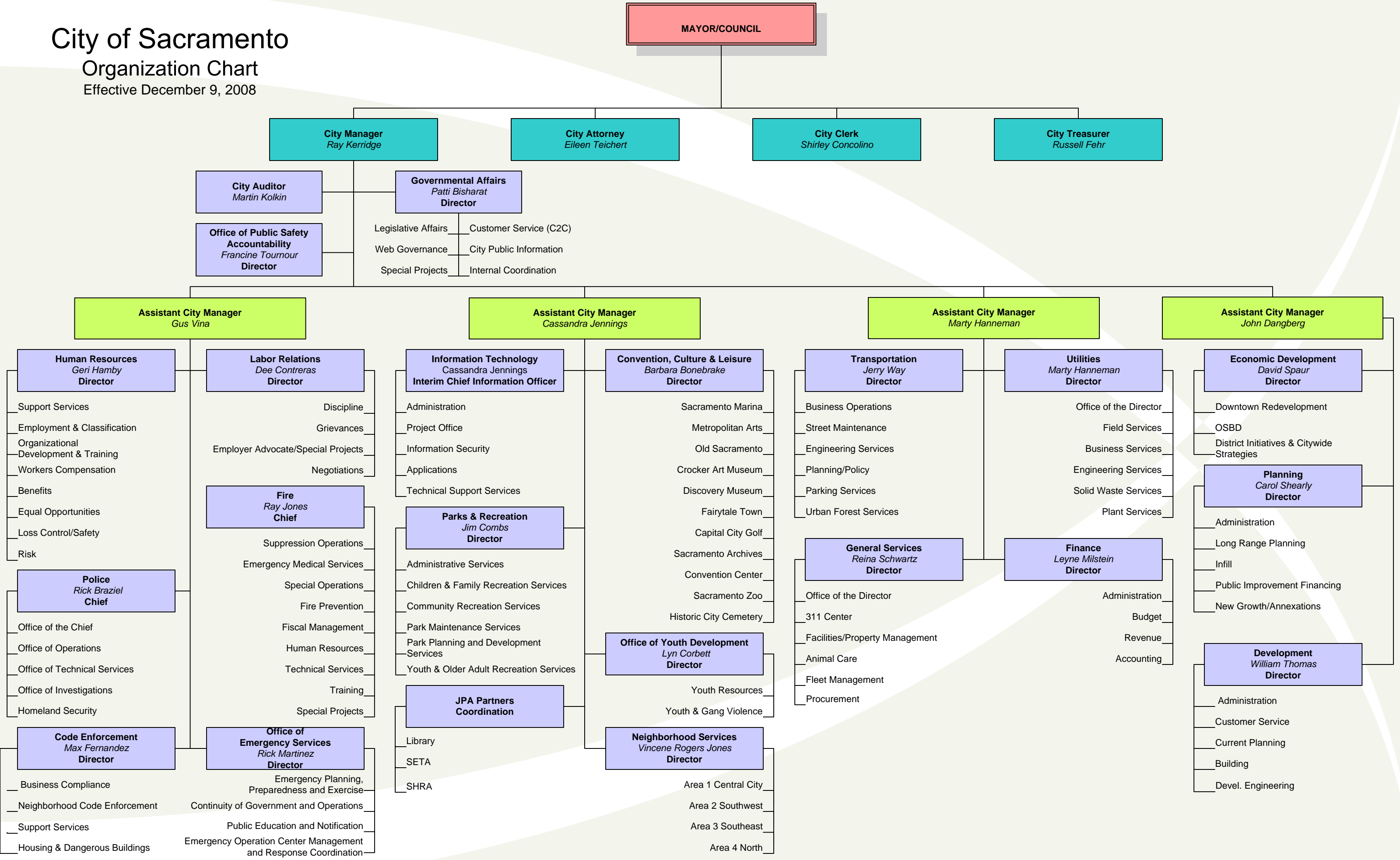
DATE ADOPTED: DEC 09 2003

RESOLUTION NO.: 2003-356
DATE ADOPTED: DEC 09 2003

City of Sacramento

Organization Chart

Effective December 9, 2008



Section 16

WATER QUALITY CONTROL

16-1 GROUND WATER DISCHARGES

Contractor shall be responsible for the control, removal, and disposal of any groundwater that may be encountered in the course of excavating and backfilling trenches, placing pipe, or constructing any other improvements associated with the project. Unless approved in writing by the Engineer, groundwater and/or water from trench dewatering shall be free of sediment and other construction materials before entering the City sewer or storm drain system. A dewatering plan, including a water de-sedimentation plan, shall be submitted to the Engineer for approval prior to any pumping or discharging of water to the City storm drain system.

Issues which require the regulation of groundwater discharges include: influence on existing or unknown contaminate plumes, exceeding sewer and drainage capacity, excessive demands on facility infrastructure, pumping costs, and maintenance worker safety.

It is the responsibility of the contractor to verify that groundwater is free of contamination through a regular monitoring program.

All Groundwater discharges within the City of Sacramento must be arranged through the Water Quality Section of the Department of Utilities, (916)808-1400, 1395 35th Avenue, Sacramento CA 95822.

DISCHARGE TO SEWER SYSTEM

If 25,000 gallons of water per day, or more, is discharged to the City's Combined Sewer/Stormwater System, or Separate Sewer System, Contractor will be required to obtain a discharge permit from the Sacramento County Regional Sanitation District Industrial Waste Section (916-875-6470). The City will reimburse Contractor for fees paid to the County to obtain a discharge permit, but Contractor shall be responsible to pay any fines levied if Contractor does not comply with the permit requirements. Discharges of 25,000 gallons of water, or more, also require a Memorandum of Understanding (MOU) with the City of Sacramento. See www.sacstormwater.org for MOU language. Fees will be waived for City sponsored projects. Contractor should allow 2-3 weeks for MOU process.

All new groundwater discharges to the City of Sacramento's combined or Separated Sewers must be regulated and monitored by the Department of

Utilities (refer City Council Resolution #92-439) Groundwater discharges to the City's sewer system are defined as follows:

1. Construction dewatering discharges
2. Treated or untreated contaminated groundwater cleanup discharges
3. Uncontaminated groundwater discharges

Currently, two types of groundwater discharges to the combined and separate sewer system are recognized by the Department of Utilities, which are: limited discharges and long-term discharges. These types of discharges are described as follows:

1. "Limited discharges"

Limited discharges are short groundwater discharges of 7-days duration or less and must be approved through the Department of Utilities by an acceptance letter.

2. "Long-term discharges"

Long term discharges are groundwater discharges of greater duration than 7-days. Long-term discharges must be approved through the Department of Utilities and the City Clerk through the MOU process.

DISCHARGES TO THE STORM DRAINAGE SYSTEM

Any groundwater discharges to the separate storm drainage system must be secured with an individual National Pollutant Discharge Elimination System (NPDES) permit from the California Regional Water Quality Control Board (Water Board) and an MOU from the City. The NPDES permit must be received prior to the City issuing an MOU to discharge to the City's storm drainage system.

If discharge is either four months or less in duration or the average dry weather discharge does not exceed 0.25 MGD, then the discharge can be covered under the General NPDES Permit for Dewatering and other Low Threat Discharges to Surface Waters. A Notice of Intent and filling fee must be filed with the Water Board for each project. Receiving water limitations are included in the permit.

16-2 WATER QUALITY CONTROL

These requirements consist of regulations contained in the National Pollution Discharge Elimination System (NPDES) Municipal Stormwater Permit issued to the City.

Contractor shall comply with all City and County of Sacramento air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and statutes, specified in the Government Code. Contractor shall be responsible for the control of dust within the limits of the project at all times including weekends and holidays in addition to normal working days. Contractor shall take whatever steps are necessary or required by the Engineer to eliminate the nuisance of blowing dust without causing sediment, debris or litter to enter the City storm drain system.

16-3 EROSION, SEDIMENT, AND POLLUTION CONTROL

Contractor shall be responsible for controlling erosion and sedimentation within the limits of the project at all times during the course of construction including evenings, weekends and holidays in addition to normal working days. Contractor shall prevent sediment and construction debris from entering the City storm drain system.

Contractor shall provide the following erosion, sediment, and pollution control Best Management Practices (BMPs) when and where applicable:

Contractor shall place Filter Bags in and Gravel bags around any storm drain inlets which receive runoff from the limits of the construction zone, including storage and staging areas. Alternative storm drain inlet protection BMPs may be used with approval of the Engineer. (See Section 38, drawings Q-20 and Q-30)

Contractor shall cover piles of material and/or place gravel berms (or approved equal) around material piles as required to prevent migration of material to gutters or storm drains.

Contractor shall keep gutter flowlines unimpeded and free of soil, debris and construction materials at all times.

Contractor shall stabilize construction entrance at any soil to concrete/asphalt interface used by Contractor vehicles and equipment in accordance with Section 38, drawing Q-10.

Contractor shall place silt fences, fiber rolls or approved equal at any soil to concrete/asphalt interface at which soil may be washed onto the concrete/asphalt in accordance with Section 38, drawings Q-40 and Q-50.

Wash water, slurry and sediment from concrete or asphalt saw-cutting operations shall not be allowed to enter the City storm drain system, but

instead must be collected and disposed of, by Contractor, in a manner approved by the Engineer.

Contractor is required to implement, at a minimum, the following housekeeping practices:

Site Cleanup:

Contractor shall be responsible for the control of dust, mud and debris resulting from Contractor's operations within the limits of the project at all times including weekends and holidays in addition to normal working hours. Contractor shall take whatever steps are necessary or required by the Engineer and daily clean up throughout the project shall be required as Contractor progresses with the work.

Daily or as needed, all paved areas within the limits of the project shall be cleaned and free of sediments, asphalt, concrete and any other construction debris. Contractor shall not clean sediment and debris from the street by using water to wash down streets. The streets shall only be washed after the streets have been thoroughly swept and/or vacuumed and inlet protection has been placed at all storm drain inlets to catch any remaining sediments from the streets.

Spillage of earth, gravel, concrete, asphalt, or other materials resulting from hauling operations along or across any public traveled way shall be removed immediately by Contractor at their expense. If site is not kept sufficiently clean, the City will take measures to clean it and subtract the cost thereof from payments owing the Contractor.

Solid Waste Management:

Contractor shall maintain a clean construction site. Contractor shall provide designated areas for waste collection. The waste collection areas shall be leak-proof containers with lids or covers. Site trash shall be collected daily and placed in the disposal containers. Contractor shall make arrangements for regular waste collection. Contractor shall also regularly inspect the waste disposal areas to determine if potential pollutant discharges exist.

Hazardous Material Storage and Delivery Area:

Contractor shall provide one central hazardous material storage and delivery area (HMSDA) for the duration of the project. Examples of hazardous materials include pesticides and herbicides; fertilizers; detergents; petroleum products; acids; lime; glues; paint; solvents and curing compounds. This area shall be protected such that polluted runoff will not be allowed to leave the

HMSDA site. Contractor shall regularly inspect the HMSDA site to ensure that any hazardous or non-hazardous materials have not spilled.

Concrete Waste Management:

Contractor shall arrange for concrete wastes to be disposed of off-site or in one designated on-site area. Concrete wastes, including left-over concrete and material from washing out the concrete truck, shall not be disposed or washed into the storm drain system. A designated on-site concrete waste containment area shall be provided. The site shall be bermed and lined to keep concrete waste from leaving the containment area. The dried concrete waste shall be removed and disposed of properly by Contractor at their expense.

Spill Prevention and Control:

Contractor shall be responsible for instructing employees and sub-contractors about preventing spills of hazardous materials such as equipment fuel, and about controlling spills if they occur. Proper spill control and cleanup materials and procedures shall be kept on site near the storage and equipment fueling areas and updated as materials change on site. Contractor is strictly responsible for the prevention, clean-up and consequences of any hazardous materials spills.

Throughout the duration of the project Contractor shall inspect and maintain, in effective condition, all erosion, sediment, and pollution control BMPs before and after each storm event and as needed. Contractor shall immediately correct or replace any ineffective BMPs.

More information about control measures and housekeeping practices can be obtained by referring to the City of Sacramento's Administrative and Technical Procedures Manual for Grading, Erosion and Sediment Control available at 1395 35th Avenue, Sacramento, CA 95822.

Contractor shall prepare and submit an erosion, sediment and pollution control plan (ESC Plan) to the Engineer for review. The submittal shall include a description of all erosion, sediment and pollution control BMPs proposed to be used to prevent sediment and other sources of pollution from entering the City storm drain system as well as a site plan showing their placement. The ESC Plan shall be submitted a minimum of 48 hours prior to start of the work. Contractor shall not begin work until an accepted ESC Plan is on file with the Engineer. The erosion, sediment and pollution control plan shall be updated as necessary and re-submitted to the Engineer.

16-4 ENFORCEMENT

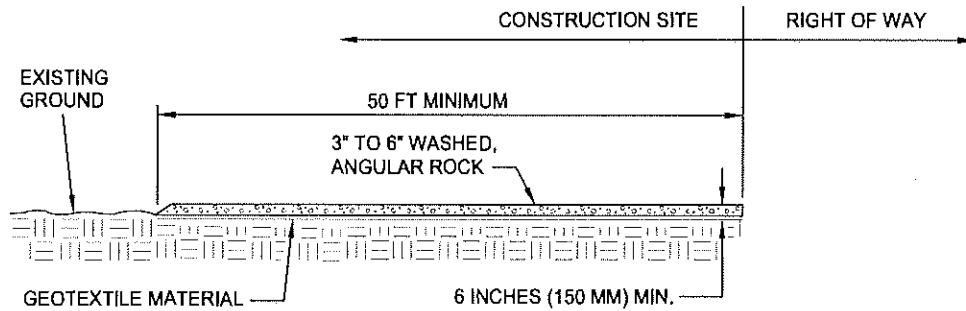
Per City Code Sections 15.88, 13.16 and 1.28, Contractor shall be subject to Notice of Violations (NOVs) resulting in possible Stop Work Orders and Administrative Penalties of up to \$4,999 per day for non-compliance of this section of the Special Provisions.

Per the State's Porter Cologne Water Quality Act, Contractor shall also be subject to inspection by Staff from the Central Valley Regional Water Quality Control Board who have the authority to issue Notices of Violation (NOVs) and Penalties of up to \$10,000 per day for non-compliance. Contractor shall be liable for any fines issued to the project by the State or Federal Government for NPDES non-compliance due to Contractor negligence.

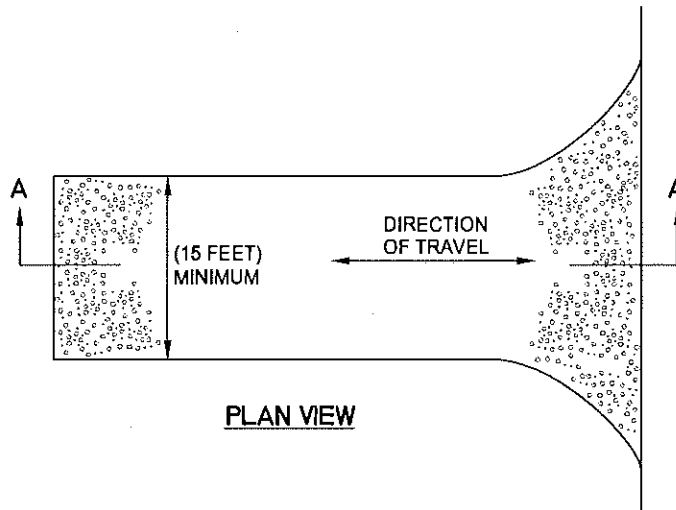
The City reserves the right to take corrective action and withhold the City's costs for corrective action from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against Contractor, of the Agreement. Any fines, including third-party claims, levied against the Agency as a result of Contractor's non-compliance are Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 7, Retention of Sums Charged against Contractor, of the Agreement.

16-5 PAYMENT

There will be no separate payment for Water Quality Control and the cost therefore shall be considered included in whatever item Contractor deems appropriate.



SECTION A-A



PLAN VIEW

NOTES:

1. STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED OF 3" TO 6" WASHED, ANGULAR ROCK. MATERIAL SHALL BE PLACED TO A MINIMUM THICKNESS OF 6 INCHES.
2. LENGTH OF ENTRANCE SHALL BE A MINIMUM OF 50 FEET. WIDTH SHALL BE A MIN. OF 15 FT OR GREATER IF NECESSARY TO COVER ALL VEHICULAR INGRESS AND EGRESS. PROVIDE AMPLE TURNING RADII.
3. THE ENTRANCE SHALL BE KEPT IN GOOD CONDITION BY OCCASIONAL TOP DRESSING WITH MATERIAL AS SPECIFIED IN NOTE 1.
4. ACCESSES SHALL BE INSPECTED WEEKLY DURING PERIODS OF HEAVY USAGE, MONTHLY DURING NORMAL USAGE, AND AFTER EACH RAINFALL, WITH MAINTENANCE PROVIDED AS NECESSARY. PERIODIC TOP DRESSING SHALL BE DONE AS NEEDED.

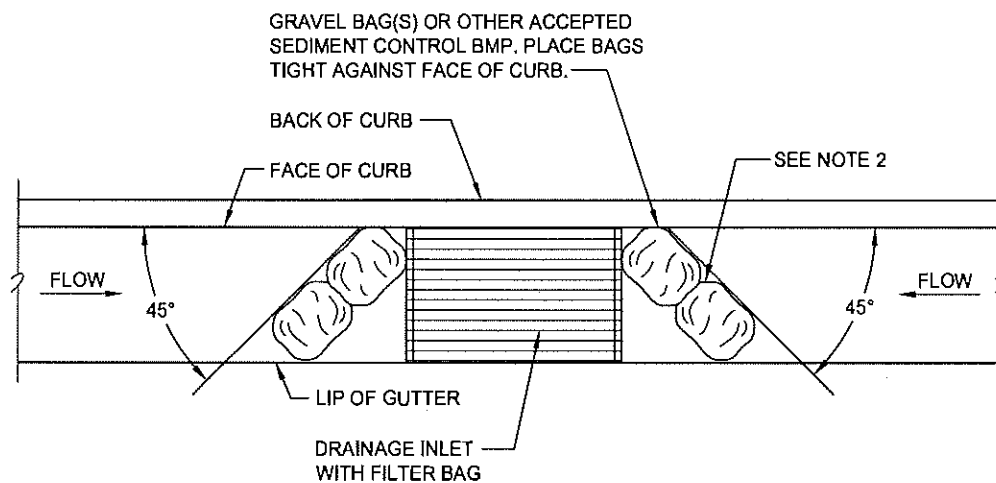
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CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

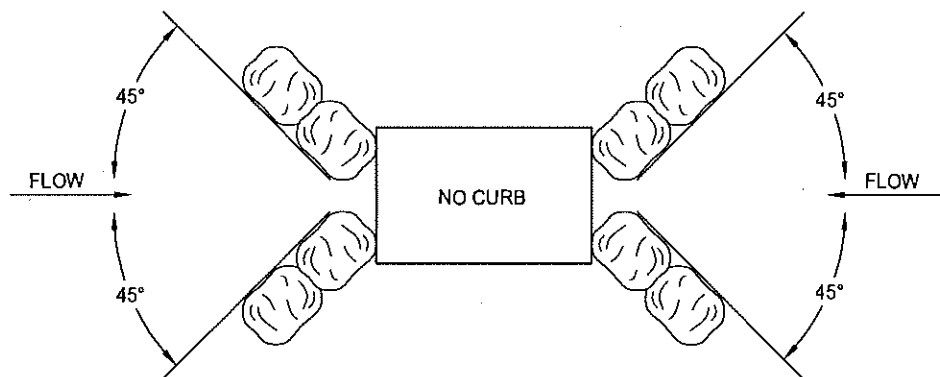
**STABILIZED CONSTRUCTION
ENTRANCE**

APPR'D BY: *DOB* NO SCALE
DATE: MAY 2007 DWG. NO. **Q - 10**

R:\Utilities\City_Std_Details\Wtr_Quality_Details\Q_20_InletSedimentControl.DWG



PLAN VIEW



NOTES:

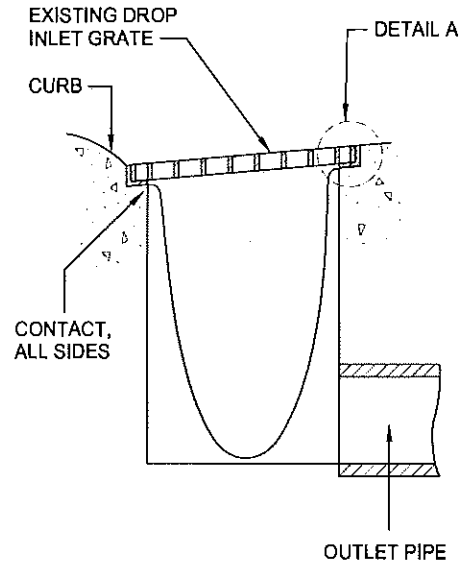
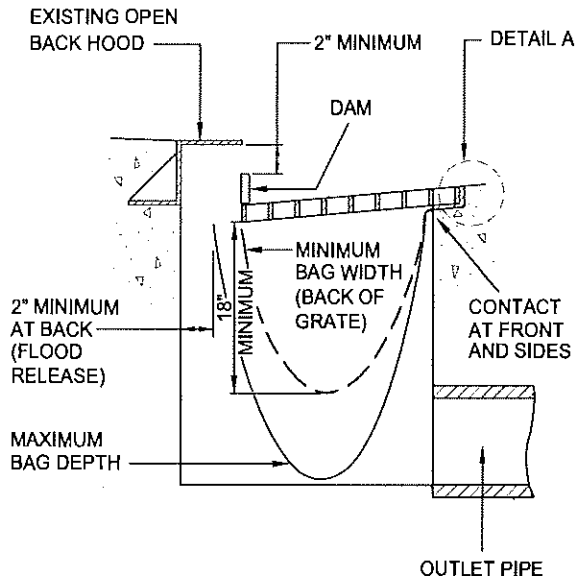
- 1.- SEDIMENT TRAPPED UPSTREAM OF SEDIMENT CONTROL BMP SHALL BE REMOVED WEEKLY AND PRIOR TO A RAINFALL EVENT.
- 2.- PLACE BMP'S TIGHTLY TOGETHER AT JOINTS TO PREVENT OR MINIMIZE SEEPAGE AT JOINTS.
- 3.- INLET SEDIMENT CONTROL MUST BE INSPECTED WEEKLY AND AFTER EACH STORM, AND REPAIRED OR REPLACED AS NEEDED.
- 4.- INLET SEDIMENT CONTROL IS REQUIRED FOR ALL DI's IN ADDITION TO A STORM DRAIN INLET FILTER BAG.

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CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

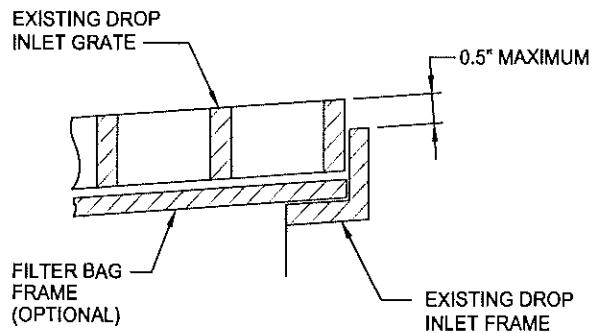
**INLET SEDIMENT
CONTROL**

APPR'D BY: *DOB* NO SCALE
DATE: MAY 2007 DWG. NO. **Q - 20**



NOTES:

- 1.- THE MAXIMUM DRAINAGE AREA PER FILTER SHALL BE NO MORE THAN 2 ACRES.
- 2.- THE FILTER BAG SHALL BE MANUFACTURED FROM UV RESISTANT POLYPROPYLENE, NYLON, POLYESTER, OR ETHYLENE FABRIC WITH A MINIMUM TENSILE STRENGTH OF 50 LBS PER LINEAL FOOT, AN EQUIVALENT OPENING SIZE NOT GREATER THAN 20 SIEVE AND WITH A MINIMUM FLOW RATE OF 40 GALLONS/MINUTE/SQ FT.
- 3.- THE FILTER BAG MAY BE SUSPENDED FROM OR HELD IN PLACE BY THE EXISTING INLET GRATE (OR OTHER APPROVED METHOD), PROVIDING NO MODIFICATION OR DAMAGE SHALL BE DONE TO THE INLET GRATE OR FRAME. THE INLET GRATE SHALL NOT BE CAUSED TO REST MORE THAN 0.5" ABOVE THE INLET FRAME (SEE DETAIL A).
- 4.- THE FILTER BAG MAY EXTEND TO THE BOTTOM OF THE INLET BOX PROVIDED THE OUTLET PIPE IS UNOBSTRUCTED.
- 5.- FLOWS SHALL NOT BE ALLOWED TO BYPASS THE BAG. THE BAG OR ITS FRAME SHALL CATCH FLOWS AT ALL SIDES OF THE INLET, EXCEPT AS SHOWN FOR FLOOD RELEASE.
- 6.- INLET FILTER BAGS SHALL BE INSPECTED WEEKLY AND AFTER EACH RAINFALL DURING THE WET SEASON AND MONTHLY DURING THE DRY SEASON. SEDIMENT AND DEBRIS SHALL BE REMOVED BEFORE ACCUMULATIONS HAVE REACHED ONE THIRD THE DEPTH OF THE BAG. BAGS SHALL BE REPAIRED OR REPLACED AS SOON AS DAMAGE OCCURS.
- 7.- THIS DETAIL IS SCHEMATIC AND MUST BE ADJUSTED FOR DIFFERENT DI TYPES.



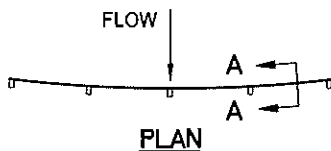
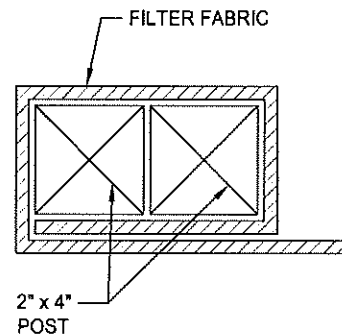
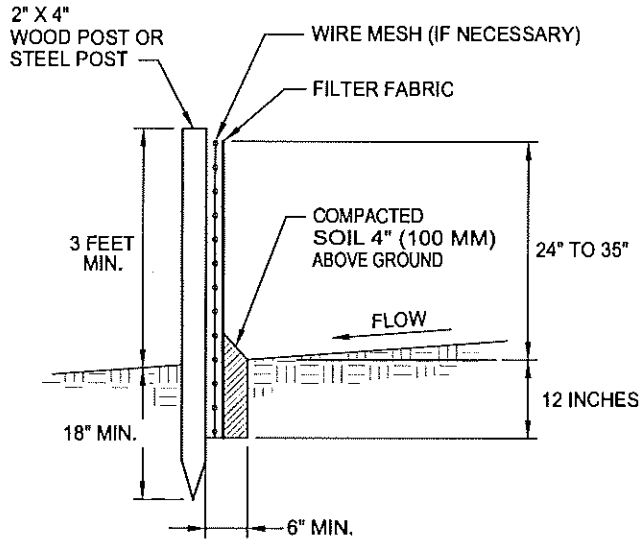
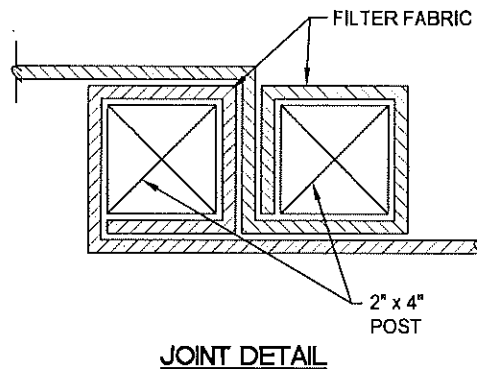
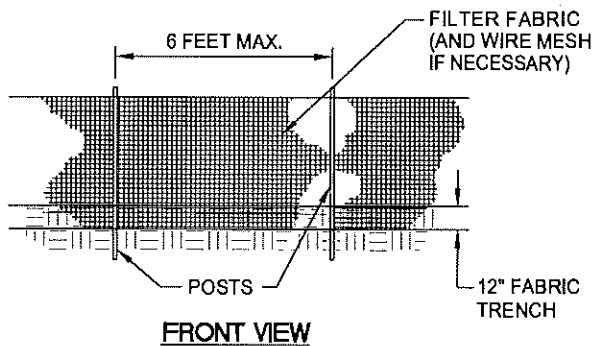
DETAIL A

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CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

**STORM DRAIN INLET
FILTER BAG**

APPR'D BY: *DOB* NO SCALE
DATE: MAY 2007 DWG. NO. **Q - 30**



NOTES:

1. SILT FENCE SHALL BE CONSTRUCTED LONG ENOUGH TO EXTEND ACROSS THE EXPECTED FLOW PATH.
2. FILTER FABRIC SHALL BE PROPYLENE, NYLON, POLYESTER OR ETHYLENE YARN WITH A MINIMUM TENSILE STRENGTH OF 50 LBS. PER LINEAR FOOT AT 20 PERCENT MAXIMUM ELONGATION AND CONTAINING ULTRAVIOLET INHIBITORS. FILTER FABRIC SHALL RETAIN A MINIMUM OF 85% OF THE SOIL, BY WEIGHT, BASED ON SIEVE ANALYSIS, BUT IS NOT FINER THAN AN EQUIVALENT OPENING SIZE OF 70. WHEN STANDARD STRENGTH FABRIC IS USED, A WIRE MESH SUPPORT SHALL BE SECURELY FASTENED TO THE UPSLOPE SIDE OF POSTS.
3. SUPPORT POSTS SHALL BE A MINIMUM 3.5' LONG 2"x4" WOOD POSTS OR 'T' SECTION FENCE POSTS DRIVEN A MINIMUM OF 18 INCHES INTO THE GROUND. POSTS SHALL BE SPACED A MAXIMUM OF 6 FEET APART. FABRIC SHALL BE SECURELY FASTENED TO POSTS WITH 1 INCH STAPLES OR 16 GAUGE WIRE TIES SPACED A MAXIMUM OF 6 INCHES APART.
4. A 12 INCH FABRIC TRENCH SHALL BE EXCAVATED ALONG THE UPSLOPE SIDE OF SILT FENCE POSTS. THE BOTTOM EDGE OF THE FABRIC SHALL EXTEND TO AND ACROSS THE BOTTOM OF THE TRENCH. THE TRENCH SHALL BE BACKFILLED TO 4 INCHES ABOVE GROUND AND COMPACTED TO BURY AND SECURE THE BOTTOM OF THE FILTER FABRIC.
5. CONTRACTOR SHALL MAKE INSPECTIONS WEEKLY DURING THE WET SEASON, MONTHLY DURING THE DRY SEASON AND IMMEDIATELY AFTER EACH RAINFALL TO DETERMINE IF REPAIRS AND SEDIMENT REMOVAL IS REQUIRED. SEDIMENT SHALL BE REMOVED BEFORE IT HAS REACHED ONE THIRD THE HEIGHT OF THE FILTER FABRIC.

NOTES:

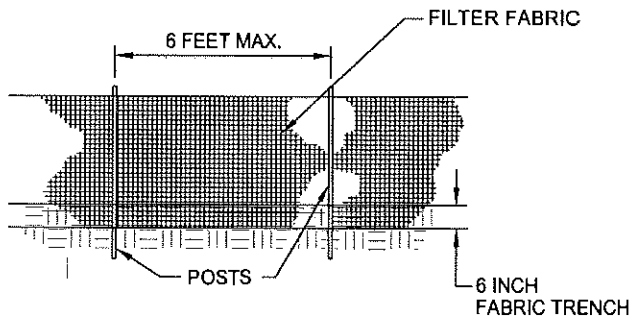
- 1.- CONSTRUCT THE LENGTH OF EACH REACH SO THAT THE CHANGE IN BASE ELEVATION ALONG THE REACH DOES NOT EXCEED 1/3 THE HEIGHT OF THE LINEAR BARRIER. IN NO CASE SHALL THE REACH LENGTH EXCEED 150M.
- 2.- THE LAST 8 FT. OF FENCE SHALL BE TURNED UP SLOPE.
- 3.- OVERLAP STAKES, AND FOLD FENCE FABRIC TO AROUND EACH STAKE ONE FULL TURN.
- 4.- FOR END STAKE CONDITION FOLD FENCE FABRIC AROUND (2) STAKES (1) FULL TURN AND SECURE WITH (4) STAPLES.

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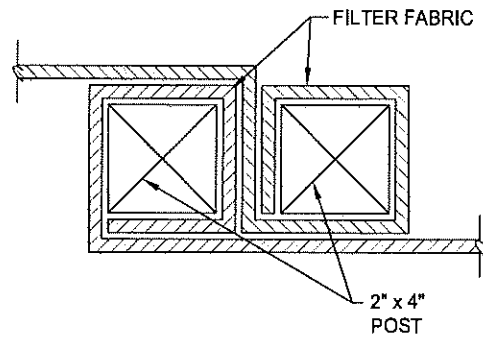
CITY OF SACRAMENTO
DEPARTMENT OF TRANSPORTATION

SILT FENCE - 36"

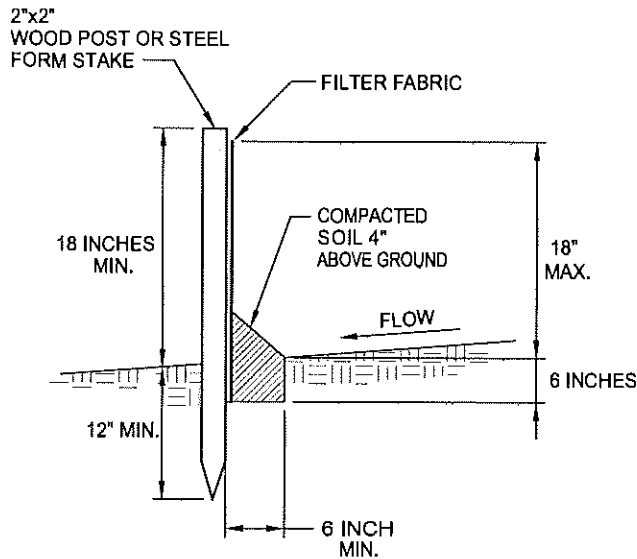
APPR'D BY: *D. B. J.* NO SCALE
DATE: MAY 2007 DWG. NO. **Q - 50**



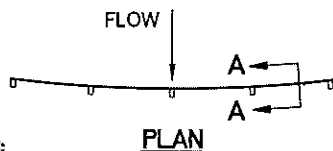
FRONT VIEW



JOINT DETAIL



SECTION A-A

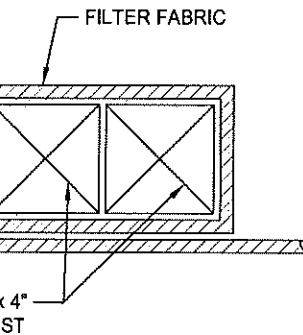


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PLAN

NOTES:

- 1.- CONSTRUCT THE LENGTH OF EACH REACH SO THAT THE CHANGE IN BASE ELEVATION ALONG THE REACH DOES NOT EXCEED 1/3 THE HEIGHT OF THE LINEAR BARRIER. IN NO CASE SHALL THE REACH LENGTH EXCEED 150M.
- 2.- THE LAST 8 FT. OF FENCE SHALL BE TURNED UP SLOPE.
- 3.- OVERLAP STAKES, AND FOLD FENCE FABRIC TO AROUND EACH STAKE ONE FULL TURN.
- 4.- FOR END STAKE CONDITION FOLD FENCE FABRIC AROUND (2) STAKES (1) FULL TURN AND SECURE WITH (4) STAPLES.



END STAKE DETAIL

1. SILT FENCE SHALL BE CONSTRUCTED LONG ENOUGH TO EXTEND ACROSS THE EXPECTED FLOW PATH.
2. FILTER FABRIC SHALL BE PROPYLENE, NYLON, POLYESTER OR ETHYLENE YARN WITH A MINIMUM TENSILE STRENGTH OF 50 LBS. PER LINEAR FOOT AT 20 PERCENT MAXIMUM ELONGATION AND CONTAINING ULTRAVIOLET INHIBITORS. FILTER FABRIC SHALL RETAIN A MINIMUM OF 85% OF THE SOIL, BY WEIGHT, BASED ON SIEVE ANALYSIS, BUT IS NOT FINER THAN AN EQUIVALENT OPENING SIZE OF 70. WHEN STANDARD STRENGTH FABRIC IS USED, A WIRE MESH SUPPORT SHALL BE SECURELY FASTENED TO THE UPSLOPE SIDE OF POSTS.
3. SUPPORT POSTS SHALL BE A MINIMUM 24" LONG 2" X 2" (50) WOOD POSTS OR T SECTION FENCE POSTS DRIVEN A MINIMUM OF 12 INCHES INTO THE GROUND. POSTS SHALL BE SPACED A MAXIMUM OF 6 FEET APART. FABRIC SHALL BE SECURELY FASTENED TO POSTS WITH 1 INCH STAPLES OR 16 GAUGE WIRE TIES SPACED A MAXIMUM OF 6 INCHES APART.
4. A 6 INCH FABRIC TRENCH SHALL BE EXCAVATED ALONG THE UPSLOPE SIDE OF SILT FENCE POSTS. THE BOTTOM EDGE OF THE FABRIC SHALL EXTEND TO AND ACROSS THE BOTTOM OF THE TRENCH. THE TRENCH SHALL BE BACKFILLED TO 4 INCHES ABOVE GROUND AND COMPACTED TO BURY AND SECURE THE BOTTOM OF THE FILTER FABRIC.
5. CONTRACTOR SHALL MAKE INSPECTIONS WEEKLY DURING THE WET SEASON, MONTHLY DURING THE DRY SEASON AND IMMEDIATELY AFTER EACH RAINFALL TO DETERMINE IF REPAIRS AND SEDIMENT REMOVAL IS REQUIRED. SEDIMENT SHALL BE REMOVED BEFORE IT HAS REACHED ONE THIRD THE HEIGHT OF THE FILTER FABRIC.

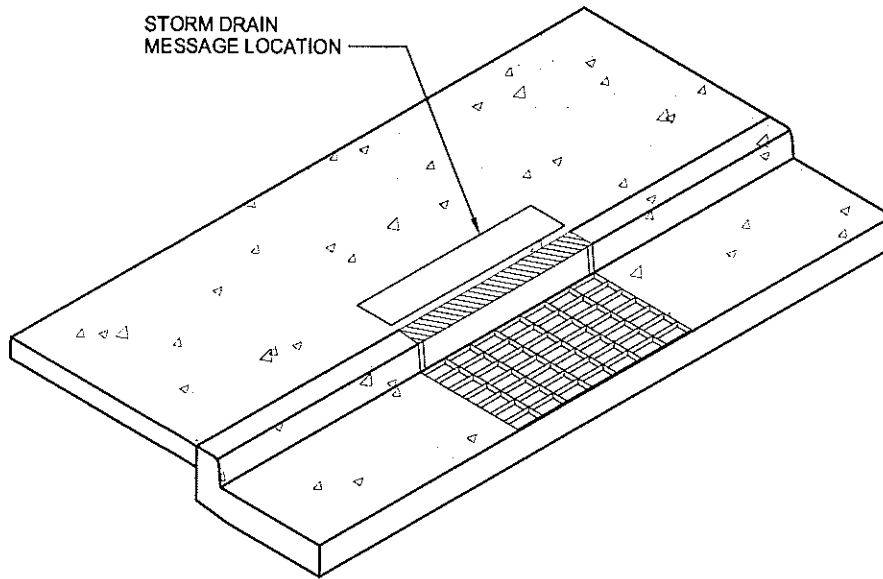
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CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

SILT FENCE - 18"

APPR'D BY: *DOB* NO SCALE
DATE: MAY 2007 DWG. NO. Q - 60

R:\Utilities\City_Std_Details\City_Std_Details\Q_70_StormDrainMessageLayout.DWG



NO DUMPING!
FLOWS TO RIVER



NO DUMPING!
FLOWS TO CREEK



NO DUMPING!  **I LIVE
DOWNSTREAM**


NOTES:

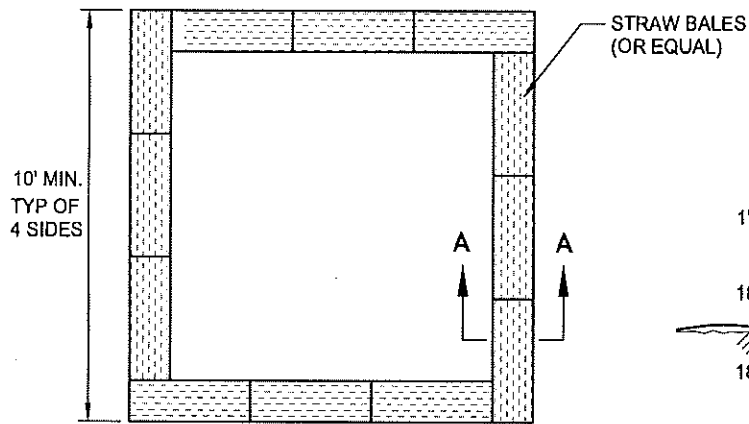
1. STORM DRAIN MESSAGE SHALL BE APPLIED IN SUCH A WAY AS TO PROVIDE A CLEAR, LEGIBLE IMAGE.
2. STORM DRAIN MESSAGE SHALL BE PERMANENTLY APPLIED DURING THE CONSTRUCTION OF THE CURB AND GUTTER USING A METHOD APPROVED BY THE LOCAL AGENCY.
3. FOR AREA DRAIN INLETS, STORM DRAIN MESSAGE SHALL BE PLACED ADJACENT AND PARALLEL TO THE LONG AXIS OF THE DRAIN.
4. LETTERS SHALL BE 1-1/2" IN HEIGHT. DIMENSIONS OF STORM DRAIN MESSAGE SHALL NOT EXCEED 12"x33".
5. IF THE MESSAGE IS STAMPED IN CONCRETE, THE DEPTH SHOULD BE APPROXIMATELY 0.25".
6. IF AN ALTERNATIVE STORM DRAIN MESSAGE IS PROPOSED, IT SHALL BE APPROVED BY THE LOCAL AGENCY.

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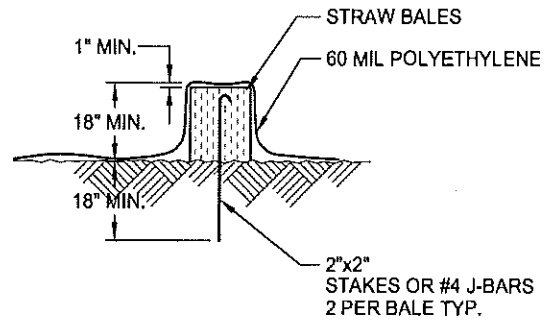
CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

**STORM DRAIN
MESSAGE LAYOUT**

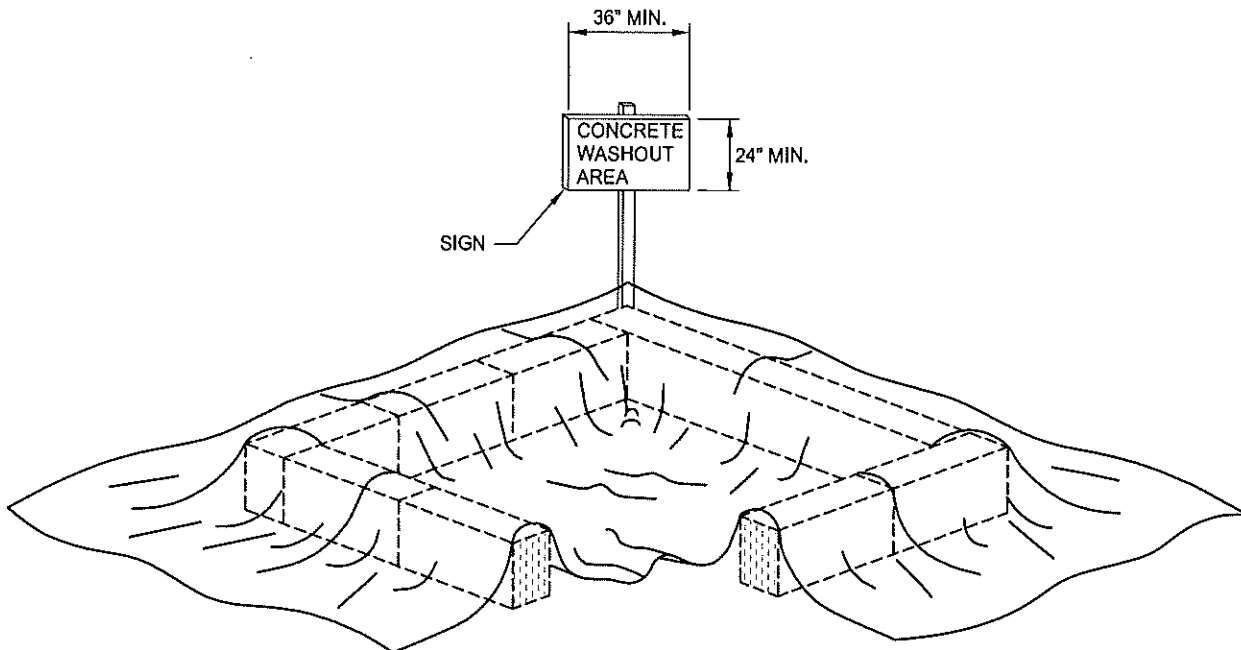
APPR'D BY:  NO SCALE
DATE: MAY 2007 DWG. NO. **Q - 70**



BALE CONFIGURATION



SECTION A-A



THIS SECTION REMOVED FOR GRAPHICAL
REPRESENTATION ONLY. STRAW BALE
PERIMETER SHALL BE CONTINUOUS.

NOTES:

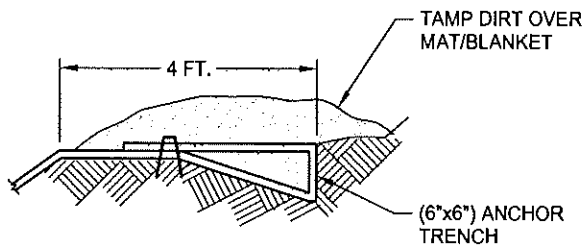
- 1.- FACE SIGN TOWARD NEAREST STREET
OR ACCESS POINT
- 2.- CONCRETE WASHOUT SHALL BE LOCATED
BEHIND CURB AND 50 FT. MINIMUM FROM
DRAINAGE INLETS OR WATERCOURSES

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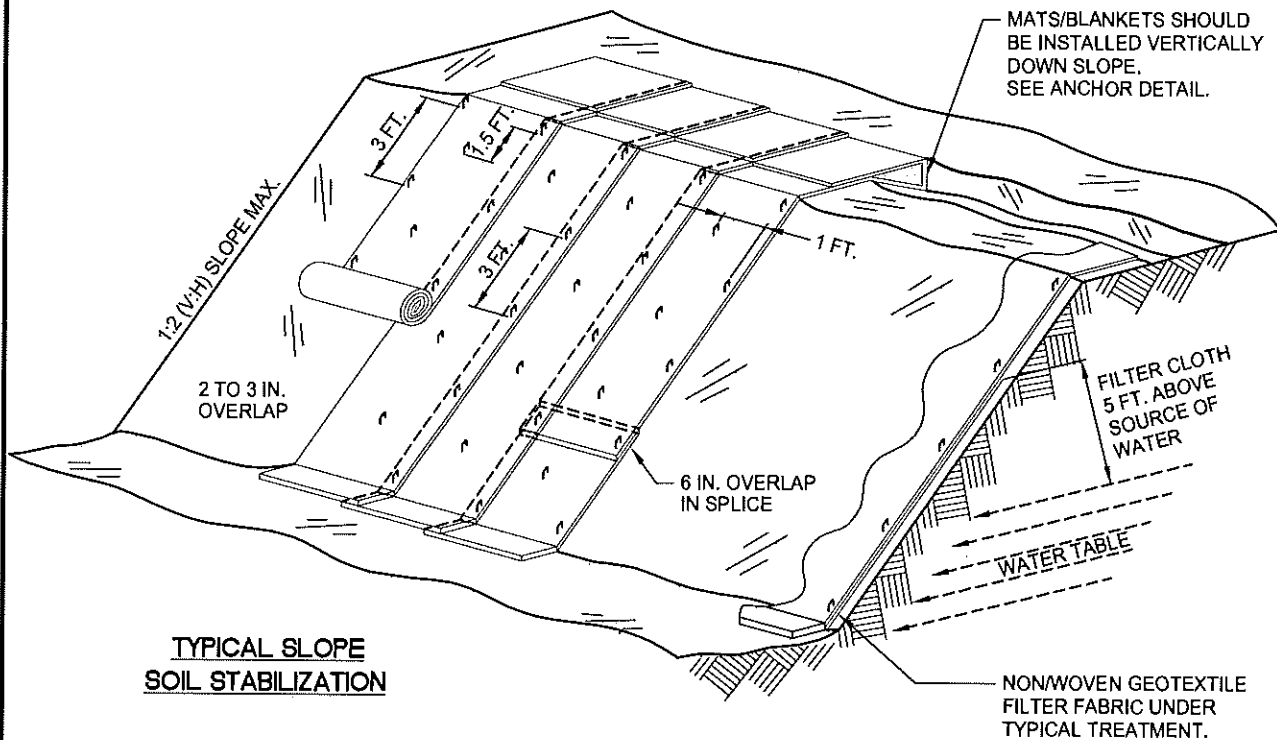
CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

CONCRETE WASHOUT

APPR'D BY: *DOB* NO SCALE
DATE: MAY 2007 DWG. NO. Q - 80



ANCHOR DETAIL



**TYPICAL SLOPE
SOIL STABILIZATION**

WET SLOPE LINING

NOTES:

- 1.- SLOPE SURFACE SHALL BE FREE OF ROCKS, CLODS, STICKS AND GRASS. MATS/BLANKETS SHALL HAVE GOOD SOIL CONTACT.
- 2.- LAY BLANKETS LOOSELY AND STAKE OR STAPLE TO MAINTAIN DIRECT CONTACT WITH THE SOIL. DO NOT STRETCH.
- 3.- INSTALL PER MANUFACTURER'S RECOMMENDATIONS.

REV.	DATE	DESCRIPTION
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CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

**EROSION CONTROL BLANKETS/
MATS SLOPE INSTALLATION**

APPR'D BY: *DOB* NO SCALE
DATE: MAY 2007 DWG. NO. **Q - 90**

Administrative Penalty Guidelines For Prohibited Non-Stormwater Discharges

Section 13.16.050 of the Sacramento City Code prohibits the discharge of non-stormwater that enters the City's storm drain system. City Code section 13.16.150 authorizes various enforcement actions for violations of section 13.16.050, including the imposition of administrative penalties. Administrative penalties for violations of section 13.16.050 are imposed pursuant to the City's general administrative penalty ordinance, Sacramento City Code section 1.28.010. This ordinance provides the following guidance for determining administrative penalty amounts:

Amount of Administrative Penalty. Unless the city council has by resolution or by ordinance adopted a separate and distinct administrative penalty for the particular violation, the amount of the administrative penalty to be imposed shall be set by the department head or his or her designee responsible for issuing the administrative penalty order. Each day a violation continues or occurs constitutes a separate violation. Unless otherwise provided in this code, administrative penalties may be imposed in any amount not less than one hundred dollars (\$100.00) nor more than twenty-five thousand dollars (\$25,000.00) per violation. In determining the amount of the administrative penalty to be imposed, the city official shall consider factors including but not limited to the seriousness of the violation, the responsible party's efforts to correct the violation, the injury/damage, if any, suffered by any member of the public, any instances in which the responsible party has been in violation of the same or similar code provisions in the previous three years, the amount of city staff time which was expended investigating or addressing the violation, and the amount of administrative penalties which have been imposed in similar situations. The amount of the administrative penalty shall be set according to the following schedule:

- a. *Level A violations are violations that present a substantial probability that death or serious physical harm to the public at large or person(s) would result therefrom. Level A violations shall be subject to an administrative penalty of five thousand dollars (\$5,000.00) to twenty-five thousand dollars (\$25,000.00);*
- b. *Level B violations are violations that either (1) present the threat, but not substantial probability, that serious physical harm to the public at large or person(s) would result therefrom; or (2) present circumstances that are likely to cause and/or do cause serious harm to public or private property; or (3) present a conscious and willful disregard of (i) a hearing examiner's order or orders, or (ii) orders or notices of violation issued by any agency or commission authorized to issue such orders or notices. Level B violations shall be subject to an administrative penalty of two thousand five hundred dollars (\$2,500.00) to four thousand nine hundred ninety-nine dollars and ninety-nine cents (\$4,999.99);*

- c. *Level C violations are violations that present circumstances that either (1) are likely to cause and/or do cause harm to public or private property; or (2) show repeated or continuous noncompliance with (i) a hearing examiner's order or orders, or (ii) orders or notices of violation issued by any agency or commission authorized to issue such orders or notices. Level C violations shall be subject to an administrative penalty of one thousand dollars (\$1,000.00) to two thousand four hundred ninety-nine dollars and ninety-nine cents (\$2,499.99);*
- d. *Level D violations are violations other than Level A, B, or C violations. Level D violations shall be subject to an administrative penalty of one hundred dollars (\$100.00) to nine hundred dollars and ninety-nine cents (\$999.99).*

Based on the above criteria, the following guidelines are established for determining administrative penalty amounts for prohibited non-stormwater discharges.

Residential/Private Citizen

Non-hazardous non-stormwater discharges

Non-hazardous materials include dirt/gravel/sand, vegetation, gray water, food waste, chlorinated pool water, detergents, etc.

First Violation:

Issuance of a notice of violation, cease and desist order and/or notice to clean and abate, but no imposition of administrative penalties, unless the City enforcement official determines that the responsible party was grossly negligent, failed to contain and clean up the prohibited material within the time frame prescribed by the City, attempted to mislead the City with incorrect information and/or refused to comply with the City's enforcement action(s).

Second Violation:

Minimum penalty of \$100, not to exceed \$999.99 (Level D). This also may be imposed for a first violation under the circumstances described above. Determination of the penalty amount within this range will be made based on consideration of the factors set forth above.

Subsequent Violations:

If the City enforcement official has imposed an administrative penalty on the same responsible party for a violation of City Code Section 13.16.050 within the preceding three years, the maximum administrative penalty for subsequent violations of City Code Section 13.16.050 may be increased to \$2,499.99. The circumstances of the subsequent violations need not be similar to those of the previous violation(s). The maximum administrative penalty for subsequent violations may be increased to \$4,999.99 if the criteria set forth above for Level B violations are met. Determination of the penalty amount within these ranges will be made based on consideration of the factors set forth above.

Multiple Days:

Each day a violation continues or occurs can be charged as a separate violation.

Hazardous non-stormwater discharges

Hazardous materials include oils, fuels, latex, oil or water based paint, stucco or concrete waste/wastewater, sewage, antifreeze, paint thinners, herbicides, pesticides, pool chemicals, cleaners, solvents, acids, etc.

First Violation:

Minimum penalty of \$200, not to exceed \$2,499.99 (Level C or D) for the first prohibited non-stormwater discharge identified as a hazardous material. Determination of the penalty amount within this range will be made based on consideration of the factors set forth above.

Subsequent Violations

If the City enforcement official has imposed an administrative penalty on the same responsible party for a prohibited hazardous non-stormwater discharge within the preceding three years, the maximum administrative penalty for subsequent prohibited hazardous non-stormwater discharges may be increased to \$4,999.99 if the criteria set forth above for Level B violations are met. The circumstances of the subsequent violations need not be similar to those of the prior violation(s). Determination of the penalty amount within this range will be made based on consideration of the factors set forth above.

Multiple Days:

Each day a violation continues or occurs can be charged as a separate violation.

Business

Non-hazardous non-stormwater discharges

First Violation:

Issuance of a notice of violation, cease and desist order and/or notice to clean and abate, but no imposition of administrative penalties, unless the City enforcement official determines that the responsible party was grossly negligent, failed to contain and clean up the prohibited material within the time frame prescribed by the City, attempted to mislead the City with incorrect information and/or refused to comply with the City's enforcement action(s).

Second Violation:

Minimum penalty of \$250, not to exceed \$2,499.99 (Level C or D). This also may be imposed for a first violation under the circumstances described above. Determination of the penalty amount within this range will be made based on consideration of the factors set forth above.

Subsequent Violations:

If the City enforcement official has imposed an administrative penalty on the same responsible party for a violation of City Code Section 13.16.050 within the preceding three years, the maximum administrative penalty for subsequent violations of City Code Section 13.16.050 may be increased to \$4,999.99 if the criteria set forth above for Level B violations are met. The circumstances of the subsequent violations need not be similar to those of the previous violation(s). Determination of the penalty amount within this range will be made based on consideration of the factors set forth above.

Multiple Days:

Each day a violation continues or occurs can be charged as a separate violation.

BMPs:

The responsible party may, upon approval by the City enforcement official, apply the administrative penalty amount toward the purchase of structural BMP's to eliminate any reasonable possibility of a future prohibited non-storm water discharge.

Hazardous non-stormwater discharges

First Violation:

Minimum penalty of \$500, not to exceed \$2,499.99 (Level C or D) for the first prohibited non-stormwater discharge identified as a hazardous material. The maximum administrative penalty may be increased to \$4,999.99 if the criteria set forth above for Level B violations are met. Determination of the penalty amount within these ranges will be made based on consideration of the factors set forth above.

Subsequent Violations

If the City enforcement official has imposed an administrative penalty on the same responsible party for a prohibited hazardous non-stormwater discharge within the preceding three years, the maximum administrative penalty for subsequent prohibited hazardous non-stormwater discharges may be increased to \$4,999.99 if the criteria set forth above for Level B violations are met. The circumstances of the subsequent violations need not be similar to those of the prior violation(s). Determination of the penalty amount within this range will be made based on consideration of the factors set forth above.

Multiple Days:

Each day a violation continues or occurs can be charged as a separate violation.

BMPs:

The responsible party may, upon approval by the City enforcement official, apply the administrative penalty amount toward the purchase of structural BMP's to eliminate any reasonable possibility of a future prohibited non-storm water discharge.

Administrative Penalties of \$5,000 or More

Administrative penalties of \$5000 or more, up to a maximum amount of \$25,000, may be imposed under circumstances meeting the criteria set forth above for Level A violations.

Other Enforcement Actions; Cost Recovery

The imposition of administrative penalties for violations of City Code Section 13.16.050 shall not prevent the City or any other authorized agency from exercising any additional enforcement authority authorized or provided in any law or regulation, including without limitation any or all of the actions authorized by City Code Section 13.16.150. The imposition of administrative penalties shall be in addition to the recovery of costs incurred by the City in cleaning up and abating a violation, or the recovery of costs granted to the City after prevailing in an administrative, civil or criminal proceeding initiated under Chapter 13.16 of the City Code.



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Weather Related Events: UOC Opening Criteria

1. FLOODING

- A. Significant street flooding
- B. Sacramento and American River at warning stage
- C. Creeks, channels & canals at warning stage
- D. Levee failure
- E. Dam failure

2. SEVERE WEATHER

- A. Intensity and duration of storm - Forecasted ½ inch of rain or more in 1-hour period, or N.O.A.A. quantitative precipitation forecast of 1.4" in 6 hour, or 1.9" in 12 hours equating to 1 in 5 year or greater storm event
- B. Sustained winds over 35 mph with rainfall
- C. Forecasted sustained freezing temperatures

*All U.O.C. participants will be notified by phone or e-mail prior to activation of U.O.C. See page 5 for list of those to be notified.



UTILITIES OPERATIONS CENTER
5730 24th St. Bldg. #22
DEPT. CONTACTS LAISONS

CITY MANAGER RAY KERRIDGE 808-5704

UTILITIES

DIRECTOR GARY REENTS 808-1433

PUBLIC INFORMATION OFFICER JESSICA HESS 808-8260

MANAGER - FIELD SERVICES SYED RIZVI 808-6217
DRAINAGE/FLOOD JEFF HEARD 808-6955
WASTEWATER WARD COX 808-6216
WATER DISTRIBUTION MIKE MALONE 808-6226

MANAGER - PLANT SERVICES MIKE YEE 808-5670

MANAGER - ENGINEERING DAVE BRENT 808-1420

MANAGER-BUSINESS SERVICES CHARLENE McKOY 808-1462

MANAGER - SOLID WASTE EDISON HICKS (INTERIM) 808-4949

TRANSPORTATION JERRY WAY 808-6381

POLICE DEPARTMENT

NORTH EXECUTIVE LT. SYLVIA MOIR 802-3004
NORTH DAYS LT. SYLVIA MOIR 802-3004
NORTH MIDS LT. GINA HAYNES 768-9550

SOUTH EXECUTIVE LT. JACKIE DOWDEN 804-9035
SOUTH DAYS LT. VIRGIL BROWN 952-5084
SOUTH SWINGS LT. DAVE PELETTA 425-4931
SOUTH LATES LT. TOM SWEENEY 712-7923

**** If the Lt. does not answer, call 264-5334 (communications) and they can raise the appropriate person via radio.**

FIRE DEPARTMENT ROD CHONG 808-1602

GENERAL SERVICES

DIRECTOR REINA SCHWARTZ 804-8367
SUPERVISOR, CITY OPERATOR GINA KNEPP 230-4533
FLEET ROWIE SIZEMORE 690-6551

POLICE/SHERIFF VICES SUPERVISORS ASSIGNED TO REGIONAL TRANSIT:

SGT. DOUG VOSKA 869-7553
SGT. DRU DONAT 869-6432
SGT. CHRIS CULLY 826-3317



I. Sewer Overflow Emergency Response Plan

Revised March 2007

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Department of Utilities

Sewer Overflow Emergency Response Plan

SECTION I: INTRODUCTION



Department of Utilities

Sewer Overflow Emergency Response Plan

SECTION I: INTRODUCTION

INTRODUCTION

The City of Sacramento's Department of Utilities has developed this comprehensive incident response plan to be implemented in the event of an overflow from the City operated Sanitary Sewer System or Combined Sewer System. This document includes operational procedures which are to be followed in the event the overflow occurs in a residence or business, on a City street, or in/or towards a waters of the State. It includes mobilization of City resources to mitigate the effect of the incident; detailed instructions to ensure proper notification of City, County, Regional, State and Federal regulatory agencies; and provides the appropriate forms to facilitate incident documentation.

A release of raw sewage is considered a hazardous material (HazMat) incident if it meets any of the following criteria:

- exceeds 1,000 gallons and is overflowing in a residence/business
- exceeds 1,000 gallons and is overflowing into a street
- any amount of overflow flowing into or towards waters of the State.

Hazardous Materials are defined as any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or environment. An overflow/spill is defined as any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, unless permitted or authorized by a regulatory agency.

PURPOSE AND SCOPE

The purpose of this Plan is to improve communication regarding a sewage overflow within the City of Sacramento as well as with outside agencies. It is intended to provide timely notification to responsible agencies and organizations. It provides a framework to activate resources, mitigate the long and short-term affects of the situation and to ensure appropriate clean-up activities. It provides for appropriate and complete notification of regulatory agencies as well as written documentation for reporting and cost recovery.

This Response Plan dovetails with the Department of Utilities Multi-Hazard Disaster Plan, the Sacramento Operational Area Plan, the City of Sacramento's Multi-Hazard Disaster



Plan, and the *City of Sacramento Fire Department Hazmat Emergency Response Plan*, revised March 1997.

AUTHORITIES AND REFERENCES

General Authorities:

- California Health and Safety Code Sections: 22502, 22503.1, 22507.1; Reference Sections 2503 (b)4, 25503.1, 2507.1, 25518, 23320
- EPA Administrative Permit Programs, The National Pollutant Discharge Elimination System, Section 122.41, 122.42
- California Water Code, Section 13271 (a) 1, 2,3; (c); (e); (f); (g); and Section 13050
- National Pollution Discharge Elimination System Permit No. CA0079111 Order No. 96090, June 20, 2000
- National Pollution Discharge Elimination System Permit No.CA0082597, May 11, 2001
- California Code of Regulations, Title 23, Section 2250
- California Government Code Section 8574.16

Hazardous Material Authorities:

(Extracted from State OES Hazardous Material Spill/Release Notification Guidelines)

- Health & Safety Code §§25270.7, 25270.8, 25507, 22503(c)(9), 25180, 25180.7
- Health & Safety Code §§25192, 25249.5 – 25249.13
- Vehicle Code §23112.5
- Public Utilities Code §7673 (PUC General Orders #22-B, 161)
- Government Code §§51018, 8670.25.5(a), 82019
- Water Code §§13260, 13267, 13271, 13272
- California Labor Code §6409.1(a), 6409.1(b)
- Title 42, U.S. Code §§9603, 11004
- Federal Regulations (49 CFR, Parts 100-177 esp. 171.15, 171.16, and Part 263, 263.30)
- Title 8, California Code of Regulations, 342
- Title 13, California Code of Regulations, 13-1166
- Title 14, California Code of Regulations, 1722 (h)
- Title 19, California Code of Regulations, 2703, 2705
- Title 22, California Code of Regulations, 66265.56(j), 66265.196(e), 12000 et seq.
- Title 23, California Code of Regulations, 2230, 2250, 2251, 2256(b), 2257(g), 2258(a), 2259

References:

- El Dorado Irrigation District Spill Response Procedures, October 6, 1999
- The City of San Diego Sewage Overflow Response Plan, July 2000
- County of Sacramento, Public Works Agency, Water Quality Division, Wastewater Collection System, Storm Drainage System and Creeks/Channel Maintenance Incident Response Plan (No date)



- County of Sacramento, Department of Public Works, Water Quality Division Report on State Water Resources Control Board Proposed Regulation on Reportable Quantities and Reporting Requirements for Sewage Overflows, April 25, 1988
- State Water Resources Control Board Water Discharge Requirements, May 1, 2006
- Orange County Sanitation District Procedure No. TS-ECM-SOP-001 Spill Notification Procedures, May 2, 2000
- California Office of Emergency Services, Fact Sheet, Winter Storm Preparedness Reporting Sewage Releases

RESPONSIBILITIES

Appropriate response to a sewage spill or overflow requires cooperation and coordination between the Department of Utilities, other City Departments, and Sacramento County.

The following sections detail the roles and responsibilities of the Department of Utilities, the City Fire Department, and the Water Quality Division of the Sacramento County Public Works Agency.

County of Sacramento – Public Works Agency, Water Quality Division

The Sacramento County Public Works Agency, Water Quality Division maintains 335 miles of sewage lines within the Sacramento City Limits (Refer to the Sewer Basins Map on page 10). In the event of a sewer system overflow in this portion of the City, Sacramento County personnel will respond to the call. If the spill exceeds 1,000 gallons or is flowing into/towards waters of the state, County of Sacramento will notify the City Operator. The City Operator will forward the information to the Sewer Collection Supervisor and Drainage Supervisor for action and coordination (See Section III).

Fire Department (Incident Command)

The Fire Department will assume the role of City Incident Commander for any overflows 1,000 gallons or more to a street, business or residence, or **any** overflow into/towards waters of the State. In the course of their duties as the Incident Commander, the Fire Department has enforcement capabilities for clean-up of an overflow incident caused by a private party.

The Fire Department, when dispatched to the scene of a sewer system overflow, will activate their *City of Sacramento Hazardous Materials Emergency Response Plan*. Under the Plan they will call a *Level I*, *Level II*, or *Level III* resource response.

Level I Incident (Known as a Level I Hazmat Incident (HMI))

Spills, leaks, ruptures, damaged containers, and/or fires involving hazardous materials which can be contained, extinguished, and/or abated utilizing equipment, supplies, and resources immediately available to the first responders (F.R.O.) of the fire department having jurisdiction, and;

The incident can properly be handled by fire department personnel whose qualifications are limited to and do not exceed the scope of training explained in SARA TITLE III (OSHA), Title 29 CFR Section 1910 with reference to FIRST RESPONDER, and as a minimum are trained



to *First Responder Operational* (F.R.O.) in accordance with National Fire Protection Association Standard #472, and;
Hazardous materials incident which may require the removal and excavation of civilians within the perimeter of incident scene isolation, and; Hazardous materials incident which does not exceed the necessity to utilize standard structural/flammable liquid protective equipment immediately available to the first responder.

Level II Incident (Known as a Level II HMI)

A hazardous materials incident which may require the use of any kind of specialized protective equipment, tool, or knowledge not available to and beyond the scope of the first responder of the agency having jurisdiction, and/or;

A hazardous materials incident which can only be identified, tested, sampled, contained, extinguished, and/or abated utilizing the expertise and resources of the Sacramento Fire Department Hazardous Materials Response Team, and/or;

A hazardous materials incident which may require the removal and evacuation of civilians within the area of the fire department having jurisdiction which may encompass several buildings, and/or;

Fires involving hazardous materials that, due to the complexities of the chemical involved, are permitted to burn for a controlled period of time or are allowed to consume themselves or which may require special extinguishing techniques and objectives, and/or;

The incident can only be properly handled by fire department personnel whose qualifications meet or exceed the scope of training explained in SARA TITLE III (OSHA), Title 29 CFS Section 1910 with reference to HAZARDOUS MATERIALS SPECIALIST, and as a minimum are trained to *Hazardous Materials Technician/Specialist* (H.M.T./H.M.S.) in accordance with National Fire Protection Association Standard #472.

Level III Incident (Known as a Level III HMI)

Hazardous materials incident which, in the opinion of the Incident Commander of the agency having jurisdiction, or the Officer of the Sacramento Fire Department Hazardous Materials Response Team (HMRT), requires at least two Sacramento Fire Department Hazardous Materials Response Teams on scene, and/or;

The Sacramento Fire Department De-Con Team is required on scene for HMRT incident support, and/or civilians or personnel have become contaminated, and/or;

Hazardous materials incident can only be contained and/or abated only by utilizing the highly specialized equipment, services, or supplies available from special municipal, environmental, and industrial response personnel who are in support of the activities of the HMRT. Such equipment, techniques, and qualified personnel are in excess of or are in addition to those available from the on-scene HMRT, and/or;

Fires involving hazardous materials that are allowed to burn due to the ineffectiveness or dangers of the use of any kind of extinguishing agent, or the unavailability of the proper



extinguishing agent, or the material is highly reactive, water-reactive, or may be prone to sudden polymerization; and/or there is a real threat of large container failure or an explosion, detonation, BLEVE (Boiling Liquid Expanding Vapor Explosion), or container failure has already occurred, and/or;

Hazardous materials incident which requires evacuation of civilians from a large geographical area, or evaluation has extended across jurisdictional boundaries; and/or there are serious civilian injuries and/or death as a result of the hazardous materials incident, and/or;

The hazardous materials incident has become one of a multi-agency involvement.

Fire Department – Response to a Hazardous Material Incident

Fire Department emergency response to a hazardous material spill activates the Incident Command System. Under this system, five (5) sections can be activated. They are:

1. Incident Commander

The Incident Command's responsibility is the overall management of the incident. On most incidents the command activity is carried out by a single Incident Commander.

2. Operations Section Chief

The Operations Section Chief is responsible for the management of all operations directly applicable to the primary mission. The Operation Section Chief activates and supervises organization elements in accordance with the Incident Action Plan and directs its execution. The Operations Chief also directs the preparation of unit operational plans, requests or releases resources, makes expedient changes to the Incident Action Plan as necessary, and reports such to the Incident Commander.

3. Logistics Section Chief

The Logistics Section Chief is responsible for providing facilities, services, and material in support of the incident. The Section Chief participates in development and implementation of the Incident Action Plan.

4. Planning Section Chief

The Planning Section Chief is responsible for the collection, evaluation, dissemination, and use of information about the development of the incident and status of resources. Information is needed to 1) understand the current situation, 2) predict probable course of incident events, and 3) prepare alternative strategies and control operations for the incident.

5. Financial Section Chief

The role of the Financial Section Chief is to supervise the financial support, response and recovery for the incident, and activate necessary accounting procedures.



Utilities Department – Response to a Hazardous Material Incident:

Field/Plant Services Division personnel will respond to all reports of sewage overflows in any location of the City of Sacramento, including rivers, canals, streams, the combined system, plants, and discharges contained in the appropriate NPDES permits.

They will ensure notification has been made to the Fire Department any time the spill is considered a hazardous nature incident, exceeds 1,000 gallons, or is traveling into or towards waters of the State.

1. Unified Command:

Field Services Division Manager, Plant Services Division Manager, or Designees will participate in the role of Unified Commander and will report to the Incident Commander from the Fire Department.

2. Operations Section:

Sewer System Superintendent or Plant Services Superintendent will report to the Operations Section Chief from the Fire Department. This person is responsible for continual updates of situation information and technical system operation considerations. This section will brief all incoming department personnel responding to the incident.

3. Planning Section:

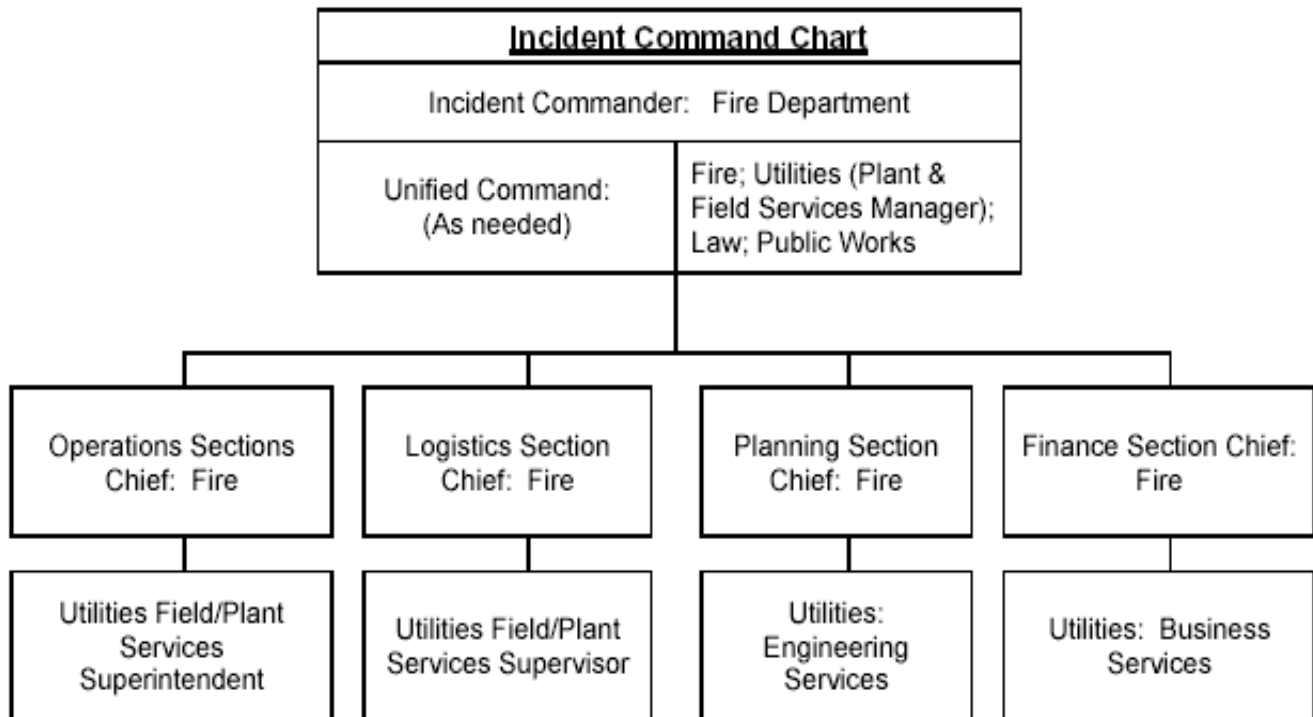
The Engineering Services Division will assure department planning functions. If needed, they will be dispatched to the scene and report to the Fire Planning Section Chief. In any event, this group will prepare and submit an overflow report on spills 1,000 gallons or greater to the Regional Water Quality Control Board. They will also provide technical support to reporting divisions and departments.

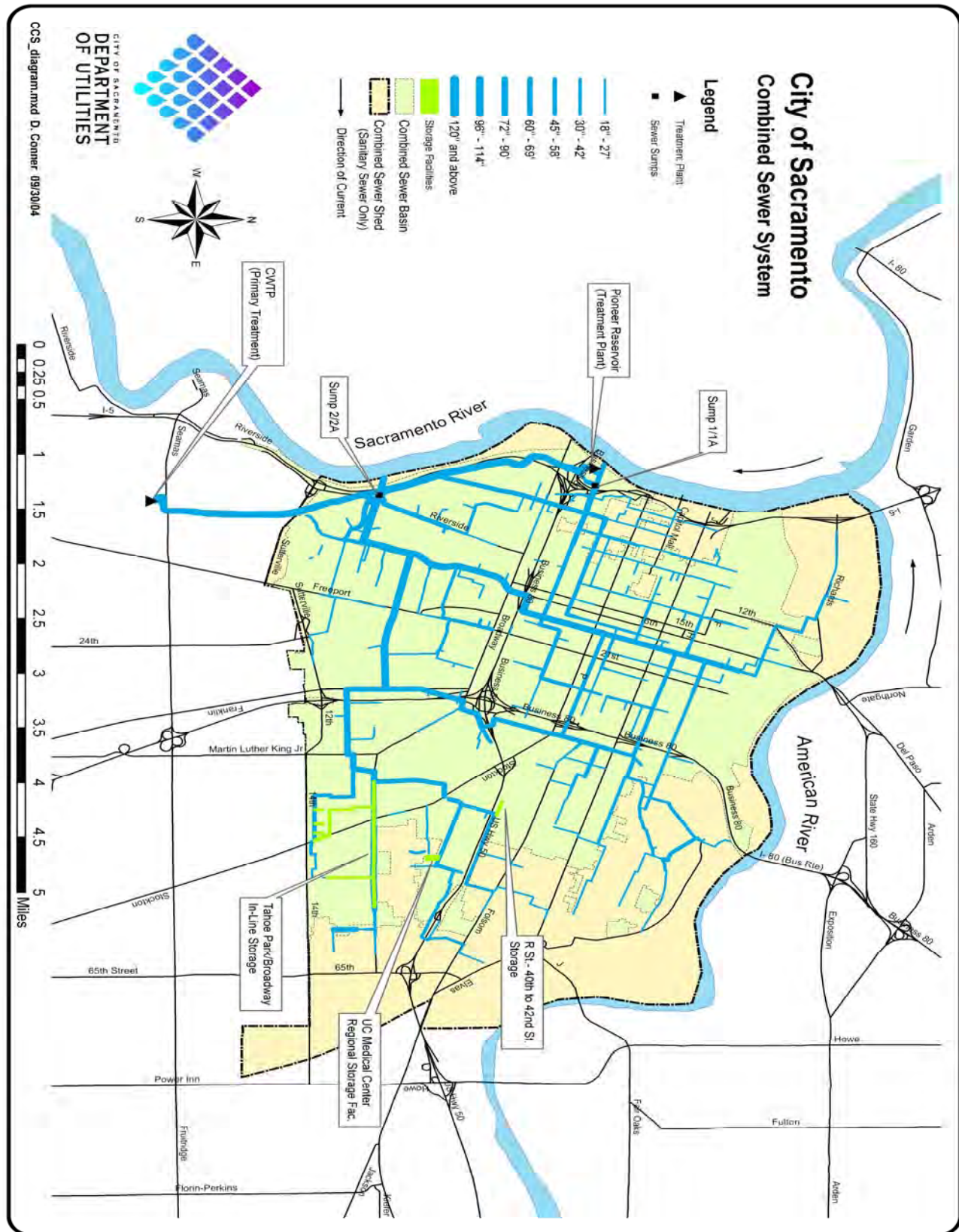
4. Finance Section (Business Services Division):

This division of the Department of Utilities will collect necessary cost information and establish cost centers for future reporting and financial tracking.

5. Logistics Section:

Field Services or Plant Services personnel will be assigned to the logistics section on an as needed basis which will be determined by Unified Command. This group will procure necessary supplies and services to assist in the containment and clean-up operations.







Department of Utilities

Sewer Overflow Emergency Response Plan

SECTION II: PROCEDURE

NOTIFICATION OF INCIDENT

The Department of Utilities' City Operator is notified by Department personnel, the City's 911 Emergency System, or by other City personnel or outside agencies. Once notified, the actions outlined beginning on page 16 will be implemented.

EVALUATE AND ESTIMATE

The Sewer Collection Field Crew will evaluate the incident and attempt to estimate the volume of overflow.

LOCATION OF OVERFLOW:

The location of the overflow will determine which actions and notifications will have to be made. Location is separated into three categories:

- Residence or Business (see page 15)
- Streets (see page 18)
- Waters of the State – into or towards (see page 21). Waters of the State include any surface water or groundwater, including saline waters, within the boundaries of the state. Under this definition, this category includes all ditches, canals, streams, or rivers.

RESPONSE/ACTIONS

Response and notification vary depending upon the locations and/or amount of overflow. Primary response begins with the Sewer Collection Supervisor who dispatches a field crew for initial size-up of the incident. All appropriate notification calls will be made and trigger the response from within the Department of Utilities.

The Sewer Collection Superintendent shall ensure that the Fire Department is notified of the incident. The Fire Department shall be called to respond in the following situations:

- 1,000 gallons or more flowing into a business or residence
- 1,000 gallons or more flowing into the street
- **Any amount of overflow** into or towards waters of the State



SEWER OVERFLOWS INTO RESIDENCE/BUSINESS

911 Dispatch

- ☐ Notify Regional Fire Communications

Regional Fire Communications Center

- ☐ Notify City Operator (Dept. of General Services)

City Operator (Dept. of General Services)

- ☐ Complete Sewer Overflow/Spill Notification Form, see page 26
 - identify and document caller
 - request nature of overflow
 - determine start time of overflow, if possible
- ☐ During business hours, notify Sewer Collection Supervisor. If Supervisor cannot be reached, notify the Sewer Collection Superintendent.
- ☐ After hours, notify the On-Call Sewer Collection Supervisor

Sewer Collection Supervisor

- ☐ Dispatch field crew to scene
- ☐ Notify Drainage Collection Superintendent or On-Call Supervisor
- ☐ Notify City of Sacramento's Risk Management Office or Contractor
- ☐ Notify Control 12 to dispatch Plant Services personnel if the overflow enters into a drop inlet
- ☐ Photograph the incident
- ☐ Document the incident
 - ♦ Sewer Overflow Notification Checklist, see page 27
 - ♦ City of Sacramento's Incident/Loss Report, see page 38
- ☐ Initiate clean-up procedures

Sewer Collection Field Crew

- ☐ Proceed to location of overflow
- ☐ Determine Responsibility – property owner or City
- ☐ If the overflow is the City's responsibility
 - ♦ Relieve
 - ♦ Contain
 - ♦ Clean-up

Sewer Collection Superintendent/Designee

- ☐ Complete Sewer Overflow Notification Checklist, if necessary, see page 27
- ☐ Review incident documentation
- ☐ Send Incident/Loss Report to Risk Management



FOR SEWER OVERFLOWS IN RESIDENCE/BUSINESS WHICH ARE 1,000 GALLONS OR GREATER, ALSO COMPLETE THE FOLLOWING PROCEDURES.

Sacramento County Water Quality

- ☐ Notify City Operator (Dept. of General Services)

City Operator (Dept. of General Services)

- ☐ Ensure Fire Department is notified
- ☐ If spill occurs in County maintained lines, notify Sewer Collection and Drainage Collection Supervisors

Sewer Collection Supervisor

- ☐ Notify Sewer Collection Superintendent
- ☐ Ensure Fire Department has been notified and is en route to scene to activate hazardous material command structure

Sewer Collection Superintendent

- ☐ Notify Field Services Division Manager/Designee or the Plant Services Division Manager/Designee
- ☐ Complete Sewer Overflow Notification Checklist, if necessary, see page 27

Field Services Division or Plant Services Division Manager/Designee

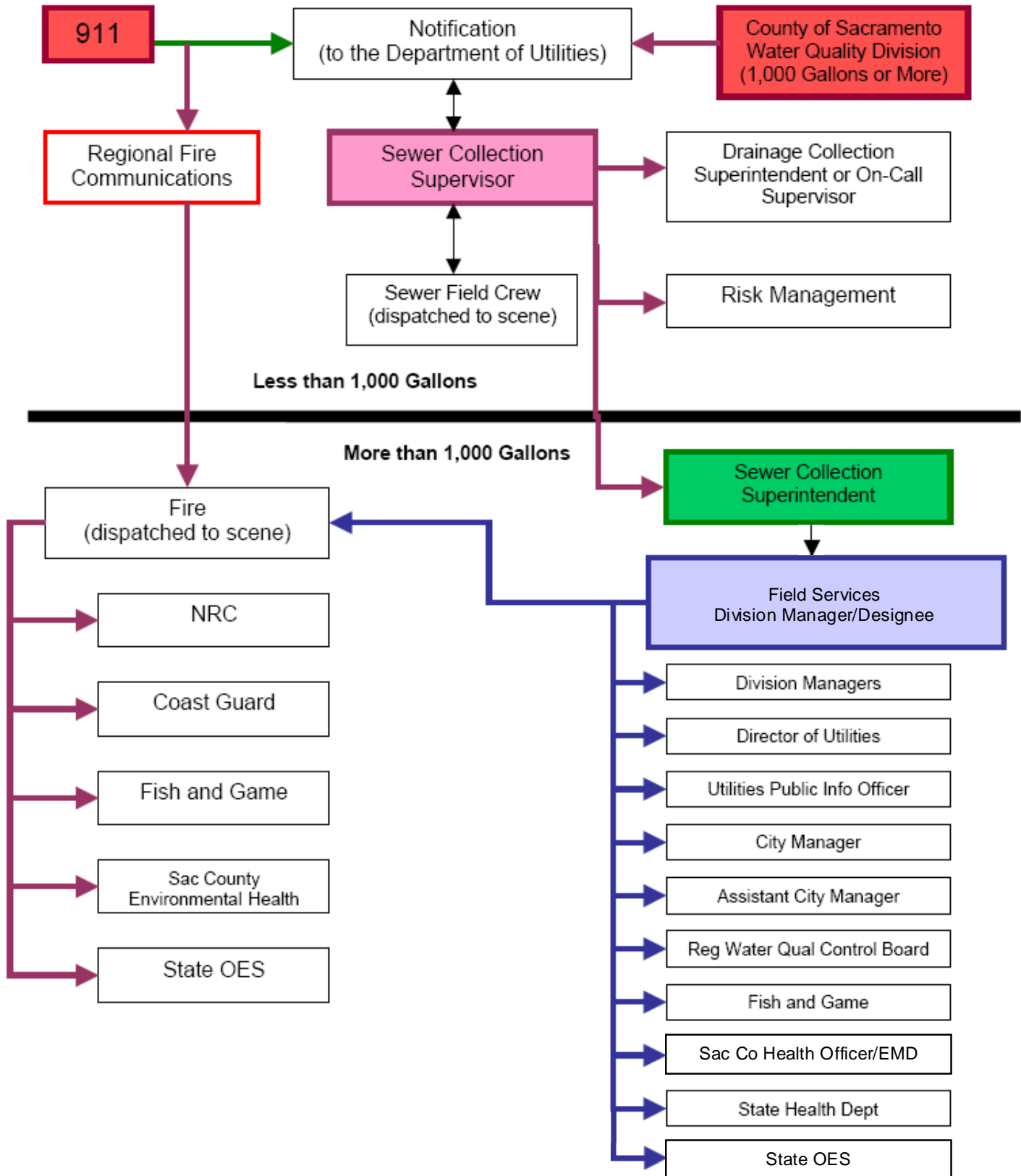
- ☐ The Field Services Division Manager/Designee or Plant Services Division Manager/Designee will coordinate to notify the following:
 - ♦ Division Managers
 - ♦ Director of Utilities
 - ♦ Department of Utilities Public Information Officer
 - ♦ City Manager
 - ♦ Assistant City Manager
 - ♦ Regional Water Quality Control Board
 - ♦ State Department of Fish and Game
 - ♦ Sacramento County Health Officer
 - ♦ State Department of Health Services
- ☐ Complete Sewer Overflow Notification Checklist, see page 27

Engineering Services Division, Water Quality Section

- ☐ Prepare and submit an overflow report to Regional Water Quality Control Board within 72 hours of incident



Notification Flow Chart
Sewer Overflow into a Residence or Business





SEWER OVERFLOWS INTO STREETS

911 Dispatch

- ☐ Notify Regional Fire Communications

Regional Fire Communications Center

- ☐ Notify City Operator (Dept. of General Services)

City Operator (Dept. of General Services)

- ☐ Complete Sewer Overflow/Spill Notification Form, see page 26
 - ♦ identify and document caller
 - ♦ request nature of overflow
 - ♦ determine start time of overflow, if possible
- ☐ During business hours, notify Sewer Collection Supervisor. If Supervisor cannot be reached, notify the Sewer Collection Superintendent.
- ☐ After hours, notify the On-Call Sewer Collection Supervisor

Sewer Collection Supervisor

- ☐ Notify Drainage Collection Superintendent or On-Call Supervisor
- ☐ Notify Plant Services Division personnel
- ☐ Photograph the incident
- ☐ Document the incident
 - ♦ Sewer Overflow Notification Checklist, see page 27
 - ♦ City of Sacramento's Incident/Loss Report, see page 28
- ☐ If the street(s) is unsafe, notify the City Operator and ask them to notify the Streets Division of the situation

Sewer Collection Field Crew

- ☐ Proceed to location of spill
- ☐ Relieve
- ☐ Contain
- ☐ Clean-up

Sewer Collection Superintendent/Designee

- ☐ Complete Sewer Overflow Notification Checklist, if necessary, see page 27
- ☐ Review incident documentation
- ☐ Send Incident/Loss Report to Risk Management
- ☐ Forward copy of Incident/Loss Report and field report to Engineering Services Division's Water Quality Section

Plant Services Division Superintendent or On-Call Supervisor

- ☐ Determine if any plants are causing or being affected by the overflow. If so,
 - ♦ isolate the plant and shut it down
 - ♦ document and prepare field report
 - ♦ forward copy of field report to Engineering Services Division's Water Quality Section within 24 hours of incident



FOR SEWER OVERFLOWS INTO STREETS WHICH ARE 1,000 GALLONS OR GREATER INTO STREETS ALSO COMPLETE THE FOLLOWING PROCEDURES.

Sacramento County Water Quality

- ☐ Notify City Operator (Dept. of General Services)

City Operator (Dept. of General Services)

- ☐ Ensure Fire Department is notified
- ☐ If spill occurs in County maintained lines, notify Sewer Collection and Drainage Collection Supervisors

Sewer Collection Supervisor

- ☐ Notify Sewer Collection Superintendent
- ☐ Ensure Fire Department has been notified and is en route or on scene to activate hazardous material incident command structure

Sewer Collection Superintendent

- ☐ Notify Field Services Division Manager/Designee or the Plant Services Division Manager/Designee
- ☐ Complete Sewer Overflow Notification Checklist, if necessary, see page 27

Field Services Division or Plant Services Division Manager/Designee

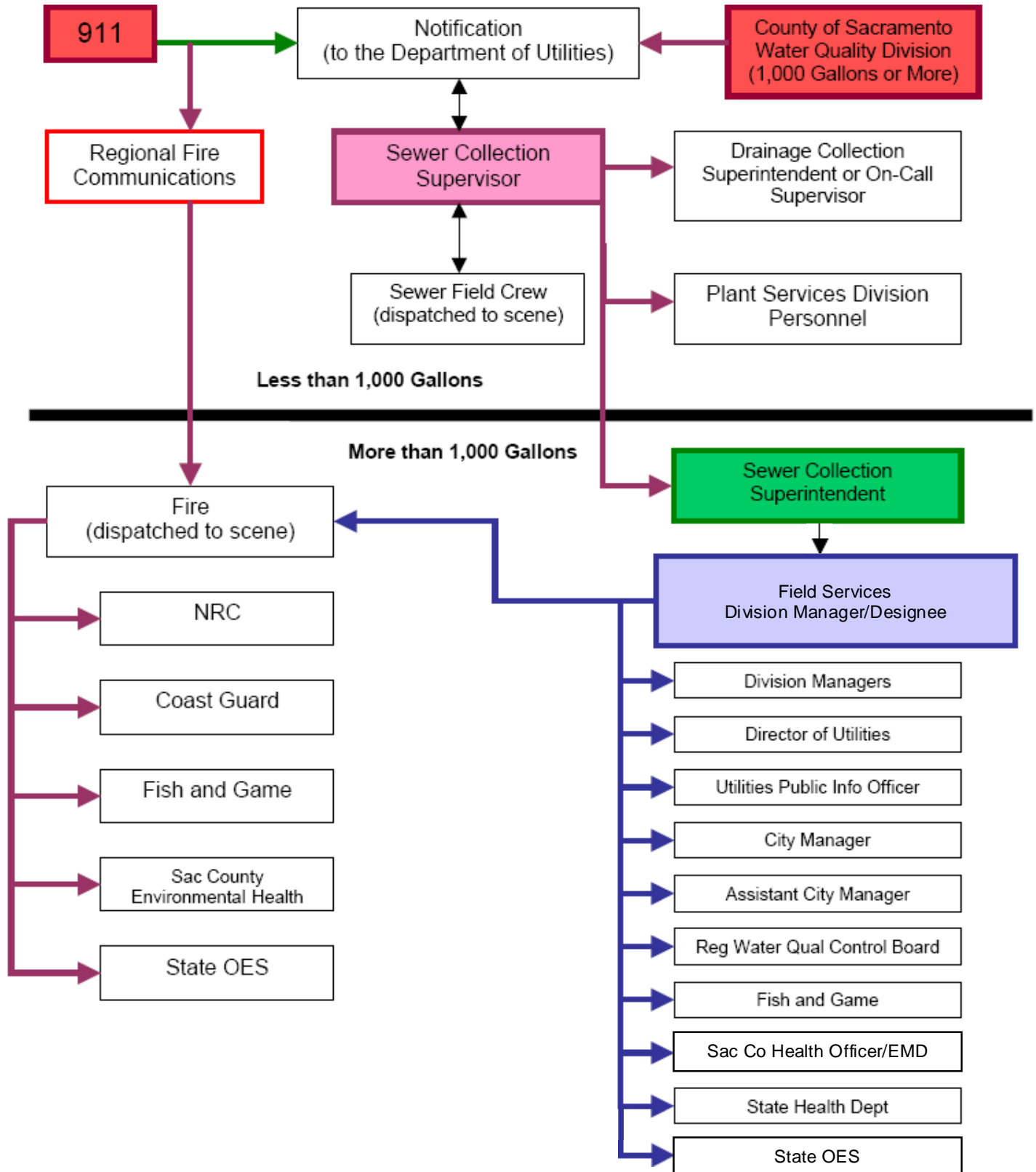
- ☐ The Field Services Division Manager/Designee or Plant Services Division Manager/Designee will coordinate to notify the following:
 - ♦ Division Managers
 - ♦ Director of Utilities
 - ♦ Department of Utilities Public Information Officer
 - ♦ City Manager
 - ♦ Assistant City Manager
 - ♦ Regional Water Quality Control Board
 - ♦ State Department of Fish and Game
 - ♦ Sacramento County Health Officer
 - ♦ State Department of Health Services
- ☐ Complete Sewer Overflow Notification Checklist, see page 27

Engineering Services Division, Water Quality Section

- ☐ Prepare and submit an overflow report to Regional Water Quality Control Board within 72 hours of incident



**Notification Flow Chart
Sewer Overflow into the Street**





**SEWER OVERFLOW FLOWING INTO OR EXPECTED
TO ENTER WATERS OF THE STATE**

911 Dispatch

- ☐ Notify Regional Fire Communications

Sacramento County Water Quality

- ☐ Notify City Operator (Dept. of General Services)

Regional Fire Communications Center

- ☐ Notify City Operator (Dept. of General Services)

City Operator (Dept. of General Services)

- ☐ Ensure Fire Department has been notified
- ☐ If spill occurs in County maintained lines, notify Sewer Collection and Drainage Collection Supervisors
- ☐ Complete Sewer Overflow/Spill Notification Form, see page 26
 - ♦ identify and document caller
 - ♦ request nature of overflow
 - ♦ determine start time of overflow, if possible
- ☐ During business hours, notify Sewer Collection Supervisor. If Supervisor cannot be reached, notify the Sewer Collection Superintendent.
- ☐ After hours, notify the On-Call Sewer Collection Supervisor

Sewer Collection Supervisor

- ☐ Ensure Fire Department has been notified and is en route or is on scene to activate hazardous materials command structure
- ☐ Notify Plant Services Division Manager
- ☐ Notify Sewer Collection Superintendent
- ☐ Notify Drainage Collection Superintendent or On-Call Supervisor
- ☐ Notify Plant Services Wastewater Superintendent or On-Call Supervisor
- ☐ Photograph the incident
- ☐ Document the incident
 - ♦ Complete Sewer Overflow Notification Checklist, see page 27

Sewer Collection Superintendent

- ☐ Notify Field Services Division Manager

Sewer Collection Field Crew

- ☐ Immediately notify Supervisor
- ☐ If possible, relieve, contain, and clean-up

Plant Services Division Wastewater Superintendent or On-Call Supervisor

- ☐ Notify Plant Services Division Manager
- ☐ Determine if any plants are causing or being affected by the overflow. If so,
 - ♦ isolate the plant and shut it down
 - ♦ document and prepare field report



- ♦ forward copy of field report to Engineering Services Division's Water Quality Section within 24 hours of incident
- ♦ communicate findings to Sewer Collection Superintendent or On-Call Supervisor and Plant Services Division Manager

Field Services Division or Plant Services Division Manager/Designee

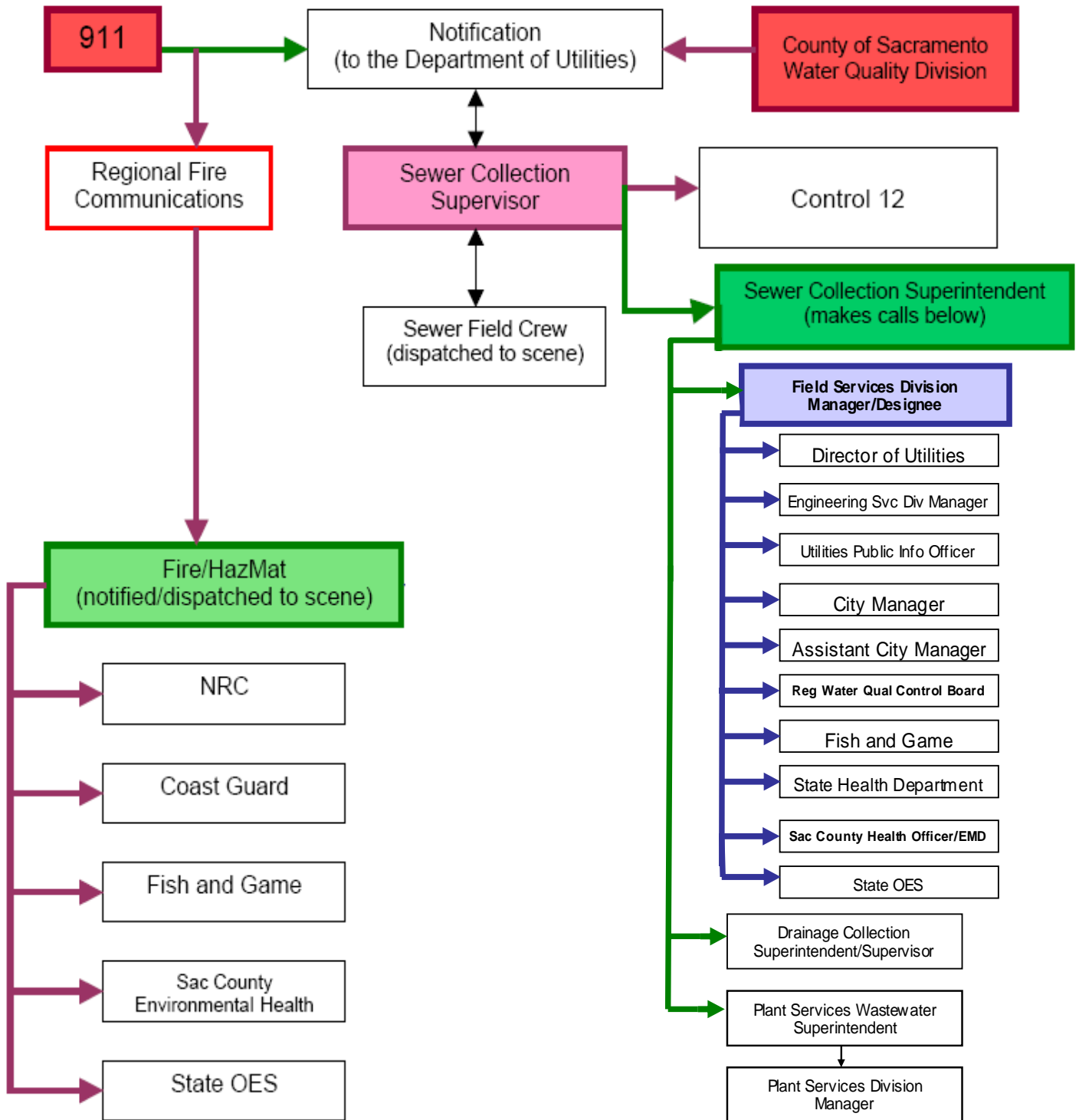
- ☐ The Field Services Division Manager/Designee or Plant Services Division Manager/Designee will coordinate to notify the following:
 - ♦ Director of Utilities
 - ♦ Engineering Services Division Manager
 - ♦ Department of Utilities Public Information Officer
 - ♦ City Manager
 - ♦ Assistant City Manager
 - ♦ Regional Water Quality Control Board
 - ♦ State Department of Fish and Game
 - ♦ State Department of Health Services
 - ♦ Environmental Management Division (EMD)/Sacramento County Health Officer
 - ♦ Office of Emergency Services (OES)
- ☐ Complete Sewer Overflow Notification Checklist, see page 27

Engineering Services Division, Water Quality Section

- ☐ Prepare and submit an overflow report to Regional Water Quality Control Board within 72 hours of incident



Notification Flow Chart
Sewer Overflow Into or Expected to Enter Waters of the State
Any Amount of Flow





Department of Utilities

Sewer Overflow Emergency Response Plan

SECTION III: FORMS



CITY OF SACRAMENTO – DEPARTMENT OF UTILITIES SEWER OVERFLOW NOTIFICATION LIST

Name	Office	Fax	Cellular	Pager	Home/After Hours
City Operator	264-5011				
Administration					
Gary Reents	808-1433	808-1497	425-7092		967-8912
Jessica Hess	808-8260	808-8658	698-1705	810-7411	392-4714
Control 12 (weekdays)	808-5226	808-7955			
Sac Control (weekends/after hours)	808-4961	808-4994	798-7587		
Field Services					
Syed Rizvi	808-6217	808-6293	205-5475		(530) 758-5833
Mike Malone	808-6226	421-4596	997-5139	810-6083	
Ward Cox	808-6216	808-6328	996-2901	810-6113	386-1034
Jeff Heard	808-6955	391-3128	919-6493	810-6103	983-3289
Plant Services					
Mike Yee	808-5670	808-7955	798-7575		391-9601
Dave Phillips	808-5652	808-7955	952-8809	810-6024	682-1529
Mark Laurenzi	808-5674	808-7955	761-9349		(209) 745-4580
Clark Munkers	808-5653	808-7955	952-8803	810-6030	(530) 633-9115
	808-5651	808-7955	715-1675		
Ron Myers	808-3765	808-3780		810-6123	682-9272
Engineering Services					
Dave Brent	808-1420	808-1497	834-6715		(530) 759-9232
Bill Busath	808-1434	808-1497	801-4697		487-8416
Rick Batha	808-1448	808-1497	712-9373		(530) 758-3122
Bill Zehnder	808-1411	808-1497	826-0465	810-6072	660-1757
City Manager's Office					
Ray Kerridge, City Manager	808-1930				
Marty Hanneman, Assistant City Mgr.	808-7508				
Cassandra Jennings, Asst. City Mgr.	808-8888				
John Dangberg, Assistant City Mgr.	808-1222				
Gus Vina, Assistant City Mgr.	808-1738				
Amy Williams, Public Info. Officer	808-5014				
Fire Department					
Regional Fire Communications	228-3035	228-3082			
Risk Management (Call in order)					
Joe Crady	808-5502	808-5160	396-5045	697-7169	726-6796
Larry Nelson (Claims Manager)	808-5739	808-5160	214-3030		933-9446
Regional Water Control Board					464-3291
State Office of ER Services	845-8911 or 845-8510				
State Dept of Fish & Game	445-0045				
State Dept of Health Services	322-2308	323-9869	799-4256	328-3605	328-3605
Sac. County Environmental Health	875-8440	875-8513			875-5000
U.S. Coast Guard	(510) 437-3073				(510) 437-3073
Sac. County Health Officer	875-5881				875-5000

Revised August 2006



DEPARTMENT OF UTILITIES

Sewer Overflow/Spill Notification Form

Name _____	Date _____	Time _____
Location: (1) CITY OPERATOR <input type="checkbox"/>	(2) CONTROL 12 <input type="checkbox"/>	(3) SAC CONTROL <input type="checkbox"/>
(4) FIELD SERVICES <input type="checkbox"/>	(5) PLANT SERVICES <input type="checkbox"/>	(6) EAFWTP <input type="checkbox"/>
(7) SRWTP <input type="checkbox"/>		

If a call is received regarding a hazardous material spill record as much of the information as possible below.

PERSON WHO NOTIFIED YOU:

NAME: _____
AGENCY: _____ PHONE NUMBER: () - _____

SPILL INFORMATION

TIME AND DURATION OF SPILL (note if spill is ongoing): _____				
EXACT LOCATION/ADDRESS OF SPILL: _____				
SOURCE OF SPILL, IF KNOWN:	<input type="checkbox"/> MANHOLE	<input type="checkbox"/> MAIN	<input type="checkbox"/> SERVICE	<input type="checkbox"/> P.O.S. C/O
	<input type="checkbox"/> TWO WAY C/O			
MAIN PLUGGED BETWEEN	UPSTREAM MH	DOWNSTREAM MH		
TYPE OF SPILL:	<input type="checkbox"/> SEWER	<input type="checkbox"/> HAZMAT	MATERIAL _____	
RESPONSIBILITY FOR SPILL:	<input type="checkbox"/> CITY	<input type="checkbox"/> PROPERTY OWNER	<input type="checkbox"/> COUNTY SEWER	
CAUSE OF SPILL:	<input type="checkbox"/> ROOTS	<input type="checkbox"/> GREASE	<input type="checkbox"/> DEBRIS	
VOLUME/AMOUNT OF SPILL:	GALLONS _____			
DID THE SPILL ENTER A WATERWAY?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	NAME OF WATERWAY _____	
DID THE SPILL ENTER A STORM DRAIN?	<input type="checkbox"/> YES	<input type="checkbox"/> NO		

WHO ORIGINATED THE SPILL?

NAME: _____
AGENCY: _____
PHONE NUMBER: () - _____

WHO IS HANDLING THE ON-SITE SPILL RESPONSE?

NAME: _____
AGENCY: _____
PHONE NUMBER: () - _____

COMMENTS:

PERSONNEL: _____
EQUIPMENT: _____

Form Reviewed by: _____ (Supervisor)



DEPARTMENT OF UTILITIES

Sewer Overflow Notification Checklist

NOTIFICATION: Refer to Appropriate Spills Procedure for Notification Information

(1) CITY OPERATOR	Name	Time

(2) CONTROL 12 (3) SAC CONTROL	Name	Time
<input type="checkbox"/> City Operator		
<input type="checkbox"/> SRWTP		
<input type="checkbox"/> EAFWTP		
<input type="checkbox"/> On-Call Plant Services		
<input type="checkbox"/> Supervisor		
<input type="checkbox"/> OTHER		

(4) FIELD SERVICES	Name	Time

(5) PLANT SERVICES	Name	Time

(6) EAFWTP	Name	Time
<input type="checkbox"/> On-Call SPO		
<input type="checkbox"/> SRWTP		
<input type="checkbox"/> CONTROL 12		
<input type="checkbox"/> CITY OPERATOR		
<input type="checkbox"/> BRYTE BEND WTP		
<input type="checkbox"/> FAX TO MIKE YEE		
<input type="checkbox"/> OTHER		

(7) SRWPT	Name	Time
<input type="checkbox"/> On-Call SPO		
<input type="checkbox"/> EAFWTP		
<input type="checkbox"/> CONTROL 12		
<input type="checkbox"/> CITY OPERATOR		
<input type="checkbox"/> ACWS		
<input type="checkbox"/> CWD		
<input type="checkbox"/> OTHER		



	City of Sacramento Incident/Loss Report				CLAIM NO.	
			Risk Mgt.	Org. Number	Dept./Division	
INSTRUCTIONS FOR FORM COMPLETION		Use Only				
SECTION I (Front)		Whenever a third party (public) sustains physical injury while on City property, property damage and/or it appears that the City may be liable, not caused by City-owned vehicle.				
SECTION II (Back)		Whenever damage or loss involves City property (i.e., Fire, theft of inventoried equipment, money or securities, vandalism – facilities, property, and equipment).				
SECTION 1						
IMPORTANT!	<ol style="list-style-type: none"> 1. Call Police 264-5471 advising City involvement. 2. Keep calm and assist third party. 3. Do not admit fault. 4. Get name of injured Party and/or owner of damaged property. 5. Carefully examine accident. 6. Do not talk to anyone about the accident, except: Your Supervisor, the Police, or City Adjuster. 7. If applicable, complete this section of Incident/Loss Report and distribute as required (below) within 24 hours. 					
NOTE! In case there appears to be serious injuries, or extensive property damage, telephone the City's Safety Officer at 264-5278. (After normal work hours, call Police 264-5471.)						
Date & Time of Occurrence		Location of Occurrence		Time Police Notified	Police Incident Report number	None
Injuries Person(s)	Name & Address					
	Name & Address					
The Injury	The Nature & Location of Injury			Was injured person taken to hospital?		
				Name of Hospital		
				Name of Doctor		
Property Damage	Owner & Address		Business Phone			
			Residence Phone			
List of Property Damaged:						
Witness(s)	Name, Address, & Phone number					
	Name, Address, & Phone number					
	Name, Address, & Phone number					
Description of Occurrence						
Report Filed By	Name		Title		Date	Signature
	Org. No.	Dept.	Division		Phone number	
(If additional space is required use supplemental sheet of paper and attach hereto.)						
DISTRIBUTION Original and 1 copy to Risk Mgmt. 1 Copy retained by Dept/Div.						
FORM RM 3 (5/99) Cat No. 31524		Org. No.	Dept/Div. Signature		Date	Phone No.
		Risk Mgmt. Reviewer		Date	Phone No.	



SECTION II of Incident/Loss Report Form

IMPORTANT!	1.	Call Police 264-5471 immediately on theft and vandalism losses, advising if loss involves City property.
	2.	Call Risk Management 264-5459 immediately on fire, money, and securities losses.
	3.	If applicable complete this section of Incident/Loss Report and distribute as required (below) within 24 hours.

Date & Time of Occurrence		Location of Occurrence		Time Police Notified		Police Incident Report number		Shield No.		Name	
Description of Occurrence											
Probable Cause											
Proposed Corrective Action											
Witness(s)											
Est. Cost of Replacement											
Inventory Tag number											
Report Filed By	Name			Title			Date		Signature		
	Org No.	Dept.		Division			Phone number				

(If additional space is required use supplemental sheet of paper and attach hereto.)

Original and 1 copy to Risk Mgmt 1 Copy retained by Dept/Div.							
	Org. No.	Dept./Div. Signature			Date	Phone No.	
FORM RM 3 (5/99) Cat No. 31524							
	Risk Mgmt. Reviewer			Date	Phone No.		



II. Wet Weather Combined System Overflow Response SOP

Revised 10/26/05

For notification list, see p. 27 of this manual

Level A

- Wet weather event;
- Less than (<) 1000 gallons
- Did/will **not** enter waters of the state
- Presents no exposure hazard to the public
 1. Secure the site
 2. Relieve the stoppage
 3. Begin clean-up
 4. Notify Regional Water Quality Control Board within 30 days

Level B

- Wet weather event
- Less than (<) 1,000 gallons;
- Did/will **not** enter waters of the State;
- **High risk of public exposure (schools, daycare, malls, etc.);**
 1. Use chain of command to notify County Environmental Management Department (County EMD)
 2. Secure the site to minimize public exposure, including notifying signs at the site
 3. Post additional exposure notices as directed
 4. Relieve the stoppage
 5. Begin clean-up
 6. Notify Regional Water Quality Control Board (RWQCB) within 30 days

Level C

- Wet weather event
- Greater than (>) 1,000 gallons; **or**
- Spill entered waters of the State
 1. Use chain of command to contact County EMD and other required agencies, including verbally notifying RWQCB within 24 hours and in writing within 5 days
 2. Secure the site to minimize public exposure, including notifying signs at the site
 3. Post additional exposure notices as directed
 4. Relieve the stoppage
 5. Begin clean-up

Level D

- Catastrophic wet weather event, defined as:
- Very high risk of public exposure; and
- Widespread street flooding affecting multiple homes, businesses, one or more schools, day cares, at risk
 1. Use chain of command to contact County Health Officer/County EMD and other required agencies, including verbally notifying RWQCB within 24 hours and in writing within 5 days
 2. Secure the site to minimize public exposure, including notifying signs at the site
 3. Post additional exposure notices as directed
 4. Relieve the stoppage
 5. Begin clean-up



III. Sanitary Sewer Overflow (SSO) Response SOP

Revised 11/9/05

For notification list, see p. 27 of this manual

When responding to an SSO, determine the event level and take immediate action.

Level A

- Less than (<) 1,000 gallons;
- Did/will **not** enter waters of the State;
- Presents no exposure hazard to the public
 5. Secure the site
 6. Relieve the stoppage
 7. Begin clean-up
 8. No notification outside Department of Utilities

Level B

- Less than (<) 1,000 gallons;
- Did/will **not** enter waters of the State;
- **High risk of public exposure (schools, daycare, malls, etc.);**
 7. Use chain of command to notify County Environmental Management Department (County EMD)
 8. Secure the site to minimize public exposure, including notifying signs at site
 9. Post additional exposure notices as directed
 10. Relieve the stoppage
 11. Begin clean-up

Level C

- Greater than (>) 1,000 gallons; or
- Entered waters of the State; or
- High risk of public exposure (schools, daycare, malls, etc.);
 6. Use chain of command to contact County EMD, RWQCB, and other required agencies
 7. Secure the site to minimize public exposure, including notifying signs at site
 8. Post additional exposure notices as directed
 9. Relieve the stoppage
 10. Begin clean-up

Level D

- Catastrophic event, defined as:
- Very high risk of public exposure; and
- Widespread street flooding affecting multiple homes, businesses, one or more schools, day cares, at risk
 1. Use chain of command to contact **County Health Officer**, County EMD, RWQCB, and other required agencies
 2. Secure the site to minimize public exposure, including notifying signs at site
 3. Post additional exposure notices as directed
 4. Relieve the stoppage
 5. Begin clean-up



IV. Wet Weather CSO and SSO SOP

1. All personnel responding to CSO's and SSO's will carry digital camera, exposure notices, barricades, caution tape, and traffic cones.
2. All personnel responding to CSO's and SSO's will photo document the event.
3. Wastewater Collection personnel will determine if an event is a CSO by the presence of debris (i.e. Fecal matter, toilet paper, condoms, etc.) or witnessing water exiting the combined system. If these conditions are not present, the event will be deemed a system surcharge and monitored for change.
4. The following formula will be used to calculate the volume (in gallons) of a CSO:
$$L' \times W' \times D' \times 7.48 = \text{volume in gallons}$$
5. Volume of SSO's will be determined by the on-site Supervisor using the gpm x duration = volume formula.
6. Methods to be used to secure the site may include:
 - A. Restricting vehicle traffic using responding equipment, redirecting traffic using traffic cones, street closures, or with the assistance of the Police Department
 - B. Restricting pedestrian traffic using caution tape and barricades



V. SSO/CSO Training SOP

1. Review SSO and CSO Response Checklists (see p. 33). Be sure everyone understands the difference and the steps to be taken with each.
2. Review the CSO/Surcharge Decision Tree (see p. 36). Be sure everyone knows the difference between an outflow and a surcharged condition.
3. Review the Wet Weather CSO and SSO Standard Operating Procedure (see p. 34). Be sure everyone understands their responsibilities and equipment they must have at hand.
Stress the importance of photo documenting the overflow or outflow, securing the site, and calculating the volume of the overflow or outflow.
4. To explain the formula to calculate volume of the overflow or outflow, use the following example:

$$L' \times W' \times D' \times 7.48 = \text{Volume of spill}$$

(Length in feet times width in feet times depth in feet times the constant of 7.48 gallons per cubic foot equals volume of the overflow or outflow. To make the calculation a bit easier, we will use .1 to equal one inch.)

Substituting 200 for L, 4 for W, .1 for D, the equation will be:

$$\begin{aligned} 200 \times 4 \times .1 \times 7.48 &= \text{Volume} \\ 800 \times .1 \times 7.48 &= \text{Volume} \\ 80 \times 7.48 &= \text{Volume} \\ 598.4 \text{ gallons} &= \text{Volume of overflow or outflow} \end{aligned}$$

(Calculators will be available for this calculation!)

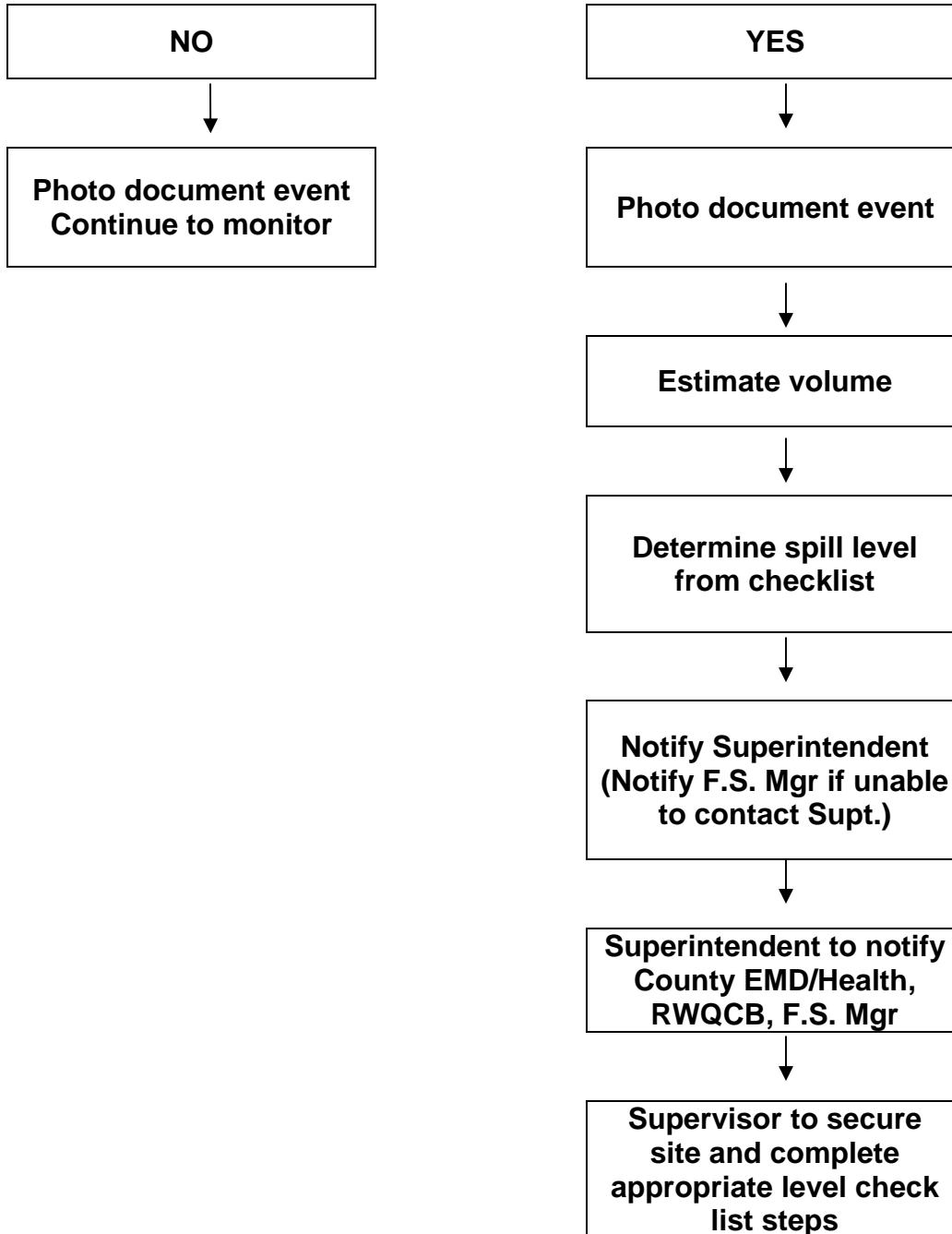
Review this information until everyone understands their duties and responsibilities, and can perform the calculation.



VI. CSO/Surcharge Decision Tree

For notification list, see p. 27 of this manual

**Is sewer debris present?
OR
Is water flowing from the system?**





VII. Rain Patrol SOP

The Drainage Collection Section is responsible for the implementation of rain patrols. Depending on the amount of rainfall, one of two patrolling plans will be implemented. When appropriate, the Wastewater Collection Section assists Drainage Collection with Rain Patrol. Drainage Collection is responsible for the separated system and Wastewater Collection for the combined system.

Patrolling Plans

During the winter months, the Field Services Division is prepared to implement one or two Rain Patrol Plans for the collection system. The Drainage Collection Section decides whether to implement **Plan A** or **Plan B** based upon the current weather conditions.

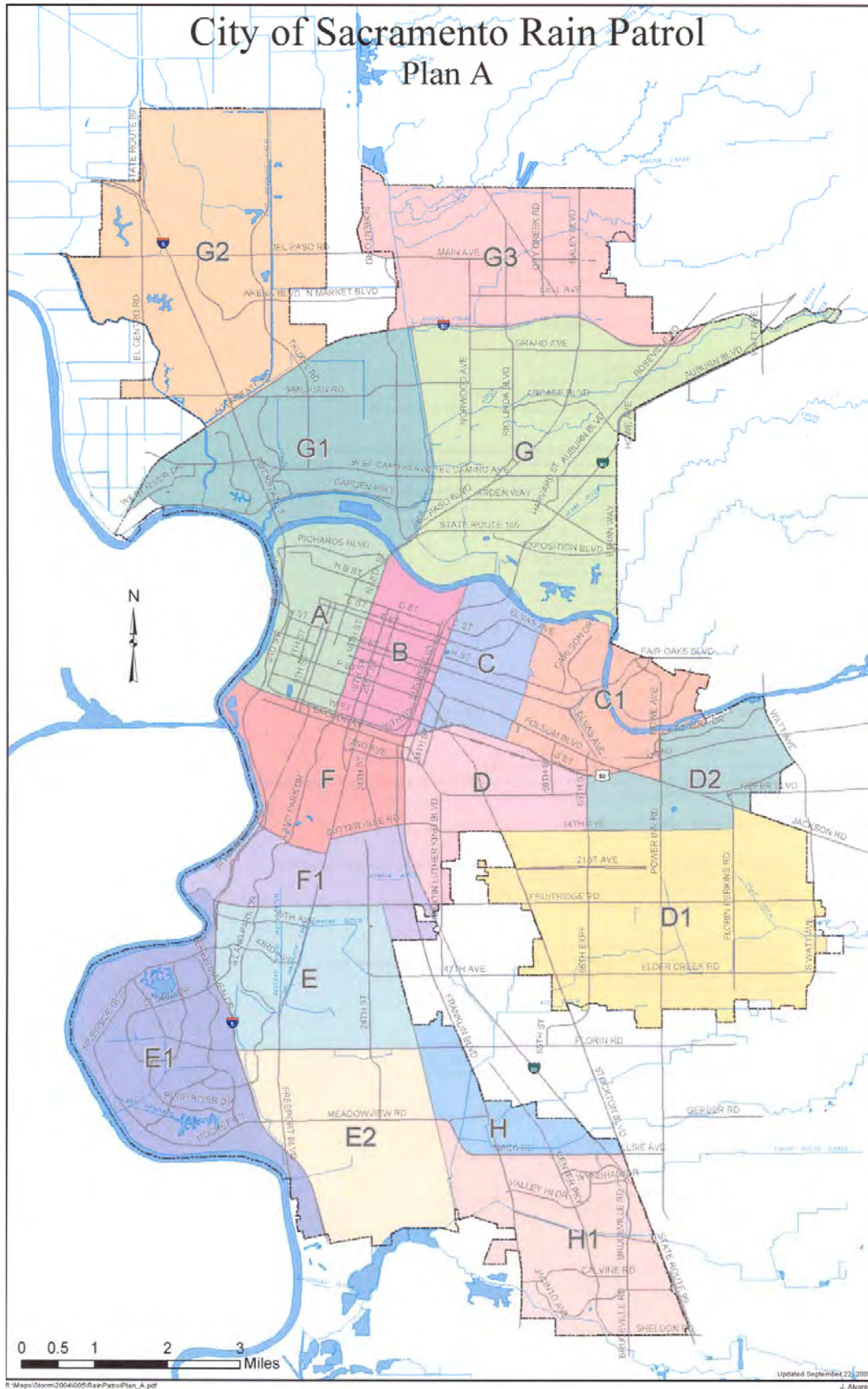
- ♦ **Plan A:** Minor Rain Event Where Rainfall Is ½ Inch Or Less in One Hour.

Plan A is a modified rain patrol plan in which approximately 12 Wastewater Collection personnel (in two-person crews) participate. While using this plan, the City is divided into 17-18 large areas, of which Wastewater Collection is responsible for 6. These sections correspond to A, B, C, D, D2, and F (see *Plan “A” map on the following page*). Generally, one crew is dispatched per area, although additional crews may be assigned depending on the incident, including crews responsible for specific pieces of equipment.

- ♦ **Plan B:** Large Rain Event Where Rainfall Is ½ Inch Or More in One Hour.

When implementing **Plan B**, the City is split into 36 separate areas, of which Wastewater Collection is responsible for 14. These are Areas 1-6, 9-12, and 14-17 (see *Plan “B” map on p. 39*). Approximately 93 Field Services personnel (Drainage Collection, Water Distribution, and Wastewater Collection) participate in this plan, including roughly 34 personnel from Wastewater Collection (2-person crews).

The same consideration that is used during the minor rain event is also used to decide when, where and how many crews will be dispatched. In this phase, approximately 40 personnel are drawn from the Water Distribution Section and Public Works' Streets Division.





BOUNDARIES PLAN A

Area A

North: American River from Sacramento River east to 16th St.
East: 16th St. from American River south to Freeway I-80.
South: Freeway I-80 from 16th St. west to Sacramento River.
West: Sacramento River from Freeway I-80 north to American River.

Area B

North: American River from 16th St. east to Alhambra Bv.
East: Alhambra Bv. From American River south to Highway 50.
South: Highway 50 to Freeway I-80 from Alhambra Bv. West to 16th St.
West: 16th St. from Freeway I-80 north to American River.

Area C

North: American River from Alhambra Bv. East to the County Line.
East: County Line south to American River west to Howe Ave. then south to Jackson Rd.
South: Jackson Rd. to Highway 50 from Howe Ave. west to Alhambra Bv.
West: Alhambra Bv. from Highway 50 north to American River.

Area C1

Everything in Area C east of 48th St. to Coloma Rd.

Area D

North: Highway 50/Freeway 99 interchange.
East: To Folsom Blvd. East on Folsom Blvd. to 65th St.
South: To 14th Ave. follow east to 65th St. Everything north of 14th Ave.
West: Follow County Line to Freeway 99/Fruitridge Rd. North on Freeway 99 to Highway 50.

Area D2

North: North to Folsom Blvd. East on Folsom Blvd. To Howe Ave. to American River East to County Line.
East: Follow County Line from American River at Howe Ave. Change to South Watt Ave., South to the Southern County Line.
South: Follow County Line from South Watt Ave. West to Western County Line.
West: Follow Western County Line South to 14th Ave. West on 14th Ave. to 65th St. Everything North of 14th Ave.

Area D1

Everything in Area D south of 14th Ave.

Area E

North: Fruitridge Rd from Sacramento River east to U.P.R.R. tracks.
East: U.P.R.R. tracks from Fruitridge Rd south to Florin Rd.
South: Follow Florin Rd. from U.P.R.R. tracks to I-5.
West: Follow I-5 from Florin Rd. north to Seamas Ave.

Area E2

North: Florin Rd. from I-5 east to U.P.R.R. tracks.
East: U.P.R.R. tracks south to County Line.
South: Follow County Line west to I-5.
West: Follow I-5 north to Florin Rd.



Area E1

Everything in Area E & E2 west of Freeway I-5.

Area F

North: Freeway I-80 from the Sacramento River east to Alhambra Bv.
East: Alhambra Bv/Highway 50 to Freeway 99 south to Fruitridge Rd.
Fruitridge Rd/Freeway 99 south follow County Line to Fruitridge Rd/Franklin Bv. then west on Fruitridge Rd. to
West: Sacramento River from Fruitridge Rd. north to Freeway I-80.

Area F1

Everything in Area F south of Sutterville Rd.

Area G

North: Follow I-80 from East Drainage Canal east to County Line and then follow County Line east to Auburn Blvd.
East: Follow County Line south to American River by Cal Expo.
South: Follow American River from Route 160 west to County Line by Cal Expo.
West: Follow U.P.R.R. tracks east of Drainage Canal from I-80 south to Route 160 and American River.

Area G1

North: Follow I-80 from Sacramento River to East Drainage Canal.
East: Follow U.P.R.R. tracks east of Drainage Canal from I-80 south to Route 160 and American River.
South: Follow American River from Route 160 west to Sacramento River.
West: Follow County Line on Sacramento River from American River north to I-80.

Area G2

North: Follow County Line from State Route 99 to eastern County Line.
East: From northern County Line follow west of East Main Drainage Canal south to I-80.
South: Follow I-80 from East Drainage Canal west to County Line at Drainage Canal.
West: Follow County Line from I-80 north to northern County Line on Elkhorn Bv.

Area G3

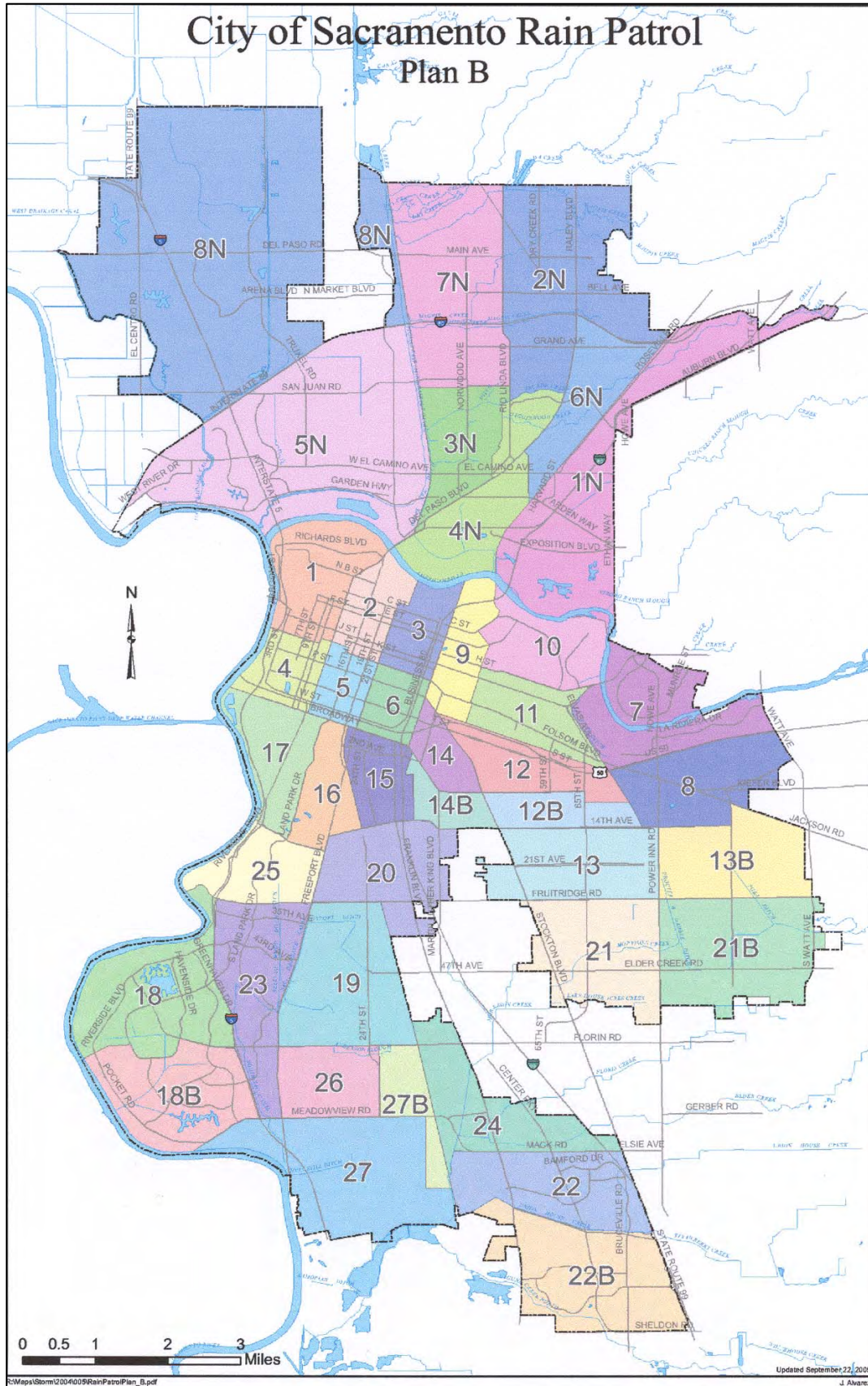
North: Follow County Line from Sorento Rd. east to County Line (Patrol Rd).
East: Follow County Line south to I-80.
South: Follow I-80 west to County Line (Northgate Blvd.)
West: Follow County Line north to East Levee Rd. and Sorento Rd. Intersection.

Area H

North: Follow County Line east from U.P.R.R. tracks to eastern County Line.
East: Follow County Line south to southern County Line.
South: Follow County Line west to U.P.R.R. tracks.
West: Follow U.P.R.R. tracks north to County Line.

Area H1

Everything in Area H south of Mack Rd.





BOUNDARIES PLAN B

Area 1

North: American River from Sacramento River to North 12th St.
West: Sacramento River from Capitol Bridge N to American River Junction.
South: Capitol Mall from Capitol Bridge E to 10th St. N to L St. E to 12th St.
East: 12th St. from N St. to American River.

Area 2

North: American River from North 12th St. to point N of the river N of 25th St.
West: 12th St. from N St. to American River.
South: L St. from 12th St. E to 15th St. S to Capitol Av E to 21st St. then N to the American River.
East: 21st St – Capitol Av N to R.R. W down R.R. tracks to 25th St then N to the American River.

Area 3

North: 21st St. at R.R. tracks E to 23rd St then N to American River E to a point on the American River N of Alhambra Bv
West: 21st St. from the Capitol Av N to R.R. W down R.R. tracks to 25th St. then N to the American River.
South: 21st St. and Capitol Av E to Alhambra Bv
East: Capitol Av N on Alhambra Bv straight to a point on the American River.

Area 4

North: Capitol Mall from Capitol Bridge E to 10th St. N to L St. E to 12th St.
West: Sacramento River from Capitol Mall S to a straight point off Brdwy.
South: Point on Sacramento River E on Brdwy to Riverside Bv N on 11th St. to W St. E to 12th St.
East: 12th from N St. S to W St. W to 11th St. S to Brdwy.

Area 5

North: L St. from 12th St. E to 15th St. S to Capitol Av E to 21st St.
West: 12th St. from N St. S to W St. W to 11th St. S to Brdwy.
South: Brdwy. from 11th E to 21st St.
East: 21st St from Capitol Av S to Brdwy.

Area 6

North: 21st St. and Capitol Av E to Alhambra Bv.
West: 21st St. from Capitol Av S to Brdwy.
South: Brdwy from 21st St E to Alhambra Bv.
East: Alhambra Bv from Brdwy N to Capitol Av

Area 7

North: H St. from S.P.R.R. tracks E to American River. Up the river to County Line. E to Watt Av.
West: S.P.R.R. tracks from H St. S to Hwy 50.
South: Hwy 50 from S.P.R.R. tracks to Watt Av.
East: Watt Av. from Hwy 50 N to County Line.

Area 8

North: Hwy 50 from S.P.R.R. tracks to Watt Av.
West: S.P.R.R. tracks from Hwy 50 S to 14th Av.
South: 14th Av from S.P.R.R. tracks E to Florin Perkins Rd. N to Jackson Rd. E to County Line.
East: County Line from Jackson Rd N to Hwy 50.

Area 8N

North: Follow County Line from State Route 99 to eastern County Line.



West: Follow County Line from I-80 north to northern County Line on Elkhorn Bv.
South: From County Line north of I-80 to East Drainage Canal.
East: From northern County Line follow west of East Main Drainage Canal south to I-80.

Area 9

North: American River from a point N of Alhambra Bv. E to S.P.R.R. tracks.
West: Alhambra Bv from a point on the American River S to Stockton Bv.
South: Stockton Bv from Alhambra to R.R. tracks then E to 39th St.
East: 39th St from R.R. tracks N to C St. E to S.P.R.R.

Area 10

North: American River from S.P.R.R. tracks W of FreeWy I-80 E on river to H St.
West: S.P.R.R. tracks from American River S to C St. then on 39th St. S to H St.
South: H St. from 39th St. E to H St. Bridge over the American River.
East: American River from S.P.R.R. tracks W of FreeWy I-80 E on river to H St.

Area 11

North: H St. from 39th St. E to R.R. tracks E of Elvas Av.
West: 39th St from H St. S to Light Rail R.R. tracks.
South: Light Rail R.R. tracks from 39th St E to S.P.R.R. tracks E of Elvas Av.
East: S.P.R.R. tracks from H St. S to Light Rail R.R. tracks.

Area 12

North: Light Rail R.R. tracks from Stockton Bv E to S.P.R.R. tracks E of Elvas Av.
West: Stockton Bv from Light Rail R.R. tracks S to Brdwy.
South: Brdwy from Stockton Bv E to 65th Expressway then S to San Joaquin St. E on San Joaquin St to S.P.R.R. tracks.
East: S.P.R.R. tracks from Light Rail R.R. tracks S to San Joaquin St.

Area 12B

North: Brdwy from Stockton Bv E to 65th Expressway then S to San Joaquin St. E on San Joaquin St to S.P.R.R. tracks.
West: Stockton Bv from Brdwy S to 14th Av.
South: 14th Av from Stockton Bv E to S.P.R.R. tracks.
East: S.P.R.R. tracks from San Joaquin St. S to 14th Av.

Area 13

North: 14th Av from Stockton Bv to Power Inn Rd.
West: Stockton Bv from 14th Av S to the County Line W along County Line then S along County Line to Fruitridge Rd and 53rd St.
South: Fruitridge Rd from 53rd St. E to Power Inn Rd.
East: Power Inn Rd. from 14th Av S to Fruitridge Rd.

Area 13B

North: 14th Av from S.P.R.R. tracks E to Florin Perkins Rd. N to Jackson Rd. E to County Line.
West: Power Inn Rd. from 14th Av S to Fruitridge Rd.
South: Fruitridge Rd from Power Inn Rd E to South Watt Av.
East: County Line from Jackson Rd S to Fruitridge Rd.

Area 14

North: Stockton Bv from Alhambra Bv S to Brdwy.
West: Alhambra Bv from Stockton Bv S to Brdwy.
South: Brdwy from Alhambra Bv S then E to Stockton Bv.
East: Stockton Bv from Alhambra Bv S to Brdwy.



Area 14B

North: Brdwy from Alhambra Bv S then E to Stockton Bv.
West: 32nd from Brdwy S to Marshall Wy. E on Marshall Wy to 33rd St. S on 33rd St to 16th Av.
South: 14th Av from 33rd St E to County Line to Stockton Bv.
East: Stockton Bv from Brdwy S to 14th Av.

Area 15

North: Brdwy from U.P.R.R. tracks E to Alhambra Bv.
West: U.P.R.R. tracks from Brdwy S to Sutterville Rd.
South: Sutterville Rd from U.P.R.R. tracks E, changes into 12th Av, to 33rd St.
East: 32nd St from Brdwy S to Marshall Wy. E on Marshall Wy to 33rd St. S on 33rd St to 12th Av.

Area 16

North: Brdwy from 16th St E to U.P.R.R. tracks.
West: Land Park Dr from Brdwy S to Sutterville Rd.
South: Sutterville Rd from Land Park Dr E to Freeport Bv. N on Freeport Bv E on Sutterville Rd to U.P.R.R. tracks.
East: U.P.R.R. tracks from Brdwy S to Sutterville Rd.

Area 17

North: Point on Sacramento River E on Brdwy to Land Park Dr (16th St).
West: Sacramento River from Brdwy S to Sutterville Rd.
South: Point on Sacramento River E on Sutterville Rd. to Land Park Dr.
East: Land Park Dr. from Brdwy S to Sutterville Rd.

Area 18

North: Seamas Av from Freeway I-5 W on Seamas Av to the Sacramento River.
West: Sacramento River from Seamas Av S to Portinao Circle.
South: Florin Rd from Freeway I-5 W on Florin Rd to Havenside Dr. S on Havenside Dr, changes to Gloria Dr, to Rivergate Wy. W on Rivergate Wy to Sacramento River.
East: Freeway I-5 from Seamas Av S to Florin Rd.

Area 18B

North: Florin Rd. from Freeway I-5 W on Florin Rd to Havenside Dr. S on Havenside Dr, changes to Gloria Dr, to Rivergate Wy. W on Rivergate Wy to to Sacramento River.
West: Sacramento River from Portinao Circle S to Pocket Rd at Freeway I-5.
South: Sacramento River from Portinao Circle S to Pocket Rd at Freeway I-5.
East: Freeway I-5 from Pocket Rd N to Florin Rd.

Area 19

North: Fruitridge Rd from Freeport Bv E to U.P.R.R. tracks.
West: Freeport Bv from Fruitridge Rd S to Florin Rd.
South: Florin Rd from Freeport Bv E to U.P.R.R. tracks.
East: U.P.R.R. tracks from Florin Rd N to Fruitridge Rd.

Area 20

North: Sutterville Rd from Freeport Bv E, changes to 12th Av, to County Line by 40th St.
West: Freeport Bv from Sutterville Rd S to Fruitridge Rd.
South: Fruitridge Rd from Freeport Bv E to U.P.R.R. tracks. S on tracks to County Line at Campbell Soup then E on County Line to 39th Av at Freeway I-99.
East: County Line from 14th Av S to 39th Av.

Area 21

North: Fruitridge Rd from County Line at 53rd St E to Power Inn Rd.



West: County Line from Fruitridge Rd S to 47th Av.
South: County Line from 47th Av E to Power Inn Rd.
East: Power Inn Rd from County Line at Cantina Circle N to Fruitridge Rd.

Area 21B

North: Fruitridge Rd from Power Inn Rd E to County Line at South Watt Av.
West: Power Inn Rd from Fruitridge Rd S to County Line.
South: County Line from Power Inn Rd E to Elk Grove Rd and Florin Rd.
East: County Line from Elder Creek Rd N to Fruitridge Rd.

Area 22

North: Mack Rd from Morrison Creek at U.P.R.R. tracks N to Mack Rd then E to Stockton Rd.
West: U.P.R.R. tracks from Morrison Creek S to Union House Creek.
South: Union House Creek from U.P.R.R. tracks to Strawberry Creek E to County Line at Freeway I-99.
East: County Line from Strawberry Creek N to Mack Rd.

Area 22B

North: Union House Creek from U.P.R.R. tracks E to Strawberry Creek E to County Line.
West: County Line.
South: County Line.
East: County Line.

Area 23

North: Seamas Av from Freeway I-5 E, changes to Fruitridge Rd, to Freeport Bv.
West: Freeway I-5 from Seamas Av S to Pocket Rd.
South: Pocket Rd from Freeway I-5 E to Freeport Bv.
East: Freeport Bv from Pocket Rd N to Fruitridge Rd.

Area 24

North: County Line from U.P.R.R. tracks E to 52nd Av S and E to Stockton Bv.
West: U.P.R.R. tracks from Nancy Lake S to Morrison Creek.
South: Mack Rd from Morrison Creek E to Stockton Bv.
East: County Line from U.P.R.R. tracks E to 52nd Av S and E to Stockton Bv.

Area 25

North: Sutterville Rd from Sacramento River E to Freeport Bv.
West: Sacramento River from Sutterville Rd S to Seamas Av.
South: Seamas Av, changes to Fruitridge Rd, from Sacramento River to Freeport Bv.
East: Fruitridge Bv from Sutterville Rd S to Fruitridge Rd.

Area 26

North: Florin Rd from Freeport Bv E to 25th St.
West: Freeport Bv from Florin Rd S to Meadowview Rd.
South: Meadowview Rd from Freeport Bv E to 24th St.
East: 25th St from Meadowview Rd N to 25th St to Florin Rd.

Area 27

North: Pocket Rd to Meadowview Rd from 7942 Pocket Rd P.L, Sacramento River, E to 3250 Meadowview Rd, Nation Guard Armory.
West: Sacramento River from 7942 Pocket Rd P.L. S to Stonecrest Av, County Line.
South: County Line from Freeport Bv E to W.P.R.R. tracks.
East: County Line at W.P.R.R. tracks N to a point S of Detroit Bv W to Meadowview Rd, Nation Guard Amory.



Area 27B

North: Florin Rd from 25th St E to W.P.R.R. tracks.
West: 25th St from Florin Rd to 24th St S to Meadowview Rd.
South: 25th St from Florin Rd to 24th St S to Meadowview Rd.
East: W.P.R.R. tracks from Florin Rd S to end of Detroit Bv.

Area 1N

North: County Line from S.P.R.R. tracks E to County Line.
West: S.P.R.R. tracks from County Line S to American River.
South: American River from S.P.R.R. tracks to County Line.
East: County Line from American River N.

Area 2N

North: Ascot Av from Rio Linda Bv to County Line (Patro Road)
West: Rio Linda Bv from Ascot Av south to Arcade Creek
South: Arcade Creek E of Rio Linda Bv to Marysville Bv. N on Marysville Bv to Freeway I-80 E to County Line.
East: County Line from Freeway I-80 north to Ascot Av.

Area 3N

North: Ford Rd from U.P.R.R. tracks E to Rio Linda Bv.
West: U.P.R.R. tracks from Ford Rd S to Del Paso Bv.
South: Del Paso Bv from U.P.R.R. tracks E to Oakmont St.
East: Oakmont St N from Del Paso Bv to Traction Av. Northeast on Traction Av to Eleanor Av. W to Altos Av then N to Arcade Creek. E to Rio Linda Bv then N to Ford Rd.

Area 4N

North: Arcade Creek from Altos E to Marysville Rd.
West: From Arcade Creek S on Altos Av to Eleanor Av. E on Eleanor Av to Traction Av then S to Oakmont St. S to Del Paso Bv then SW to American River.
South: American River from Del Paso Bv E to S.P.R.R. tracks.
East: S.P.R.R. tracks at American River N to Lexington St. N on Lexington St to Glenrose Av W to Del Paso Bv, changes to Marysville Bv, to Arcade Creek.

Area 5N

North: Freeway I-80 from U.P.R.R. tracks W to County Line by the Sacramento River.
West: Freeway I-80 from U.P.R.R. tracks W to County Line by the Sacramento River.
South: County Line on Freeway I-80 to Sacramento River to American River then E on American River to Del Paso Bv.
East: Del Paso Bv at American River E to U.P.R.R. tracks N to Freeway I-80.

Area 6N

North: Freeway I-80 from S.P.R.R. tracks W to Marysville Bv.
West: Marysville Bv S from Freeway I-80 to Del Paso Bv to Eleanor Av. SE to Lexington St S to S.P.R.R. tracks.
South: Marysville Bv S from Freeway I-80 to Del Paso Bv to Eleanor Av. SE to Lexington St S to S.P.R.R. tracks.
East: S.P.R.R. tracks from Freeway I-80 to Lexington St.

Area 7N

North: Follow northern County Line from U.P.R.R. tracks to Rose Street.
West: East of East Drainage Canal from northern County Line south to Ford Road.
South: Ford Rd from U.P.R.R. tracks (on East Drainage Canal) East to Rio Linda Bv.
East: Rio Linda Bv from Ford Rd North to Ascot Ave



PATROLLING

The Department of Utilities has various patrolling responsibilities during the rainy season which is normally from October through May. These Patrolling responsibilities include levee patrol, rain patrol, pumping plant patrol and combined sewer system patrol.

General Information

The following sections outline rain patrol responsibilities for the Field Services Division and the Plant Services Division. These responsibilities include the stormwater drainage collection system, pumping plants and the combined sewer system service area.

Drainage Collection System Patrol

Field Services Division

During the winter months, the Field Services Division is prepared to implement one or two Rain Patrol Plans for the collection system. The Drainage Collection Section decides whether to implement Plan A or Plan B (see definitions on p. 37) based upon the current weather conditions.

The Field Services Division Rain Patrol Crews will be dispatched into areas from Building 19. Lists of personnel who are qualified for Rain Patrol duty are located at 5730 24th Street, Building 19.

Initial set up of the Rain Patrol plans will be the responsibility of the Drainage Collection Superintendent. Supervisors from the Drainage Collection Division and the Wastewater Collection Division are trained to implement this plan. The Plant Services Division Manager is responsible for the implementation of the Plant Services Patrol Duty.

During off-duty hours, the City Operator will notify the Drainage Collection Section's On-Call Supervisor as trouble calls are received. The On-Call Supervisor has the responsibility to initiate the rain patrol plans and notifies WWC on-call Supervisor.

After the plans are implemented, the North and South Area Supervisors will survey large drainage problems and ditches in their respective areas. Depending on rainfall and reported flooding incidents, additional rain patrol crews may be dispatched.

Plant Services Division

During the winter months, the Plant Services Division is prepared to implement its Rain Patrol Plan for the Sewer and Drainage Pumping Stations. Its rain patrol plan is implemented whenever weather conditions and/or telemetry systems or flow conditions at Sump 1, Sump 1A and Sump 2 dictate. The City is broken down into 123 storm basins which collect the water and feed it to some 98 pumping plants.



Combined System Patrol

Rain Patrol crews patrolling the combined sewer system will keep the Drainage Collection Superintendent informed of major street flooding and what streets are closed. The Drainage Collection Superintendent will keep the Streets Division Manager informed of the conditions. If the Drainage Collection CP or UOC is activated, the rain patrol crews will keep the Operations Section Chief informed of street flooding and of the overall situation. The Operations Section Chief will in turn keep the Incident Commander informed.

Incoming emergency calls referred by the City Operator will be answered by experienced staff at the Drainage Collection CP, located at 5730 24th Street, Building 19.



DEPARTMENT OF UTILITIES

SITUATION REPORT

RAIN PATROL

FIELD SERVICES

For Use in a
Plan A or B
Rain Event

DATE: _____

START TIME: _____ END TIME: _____ RAIN PATROL PLAN: _____

NUMBER OF PERSONNEL: _____ NUMBER OF CALLS: _____

ANY SIGNIFICANT PROBLEMS: _____

RAIN FALL LAST 24 HOURS: _____ SAC RIVER ELEVATION @ I ST: _____

PLANT SERVICES

NUMBER OF SUMPS IN HIGH ALARM: _____

NUMBER OF POWER FAILURES: _____

SUMPS OPERATING ON GENERATORS: _____

PUMPS DOWN: _____ LOCATIONS: _____

C.W.T.P. DISCHARGE: * ☐ PIONEER DISCHARGE: * ☐ SUMP II DISCHARGE: * ☐

NUMBER OF PERSONNEL: _____

ANY SIGNIFICANT PROBLEMS: _____

START TIME: _____ END TIME: _____

**REVIEW OF CITY OF SACRAMENTO PUBLIC VEHICLE
MAINTENANCE FACILITIES, MATERIAL STORAGE
FACILITIES, AND CORPORATION YARDS**

Prepared by Archibald & Wallberg Consultants

June 2004

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REVIEW OF CITY OF SACRAMENTO PUBLIC VEHICLE MAINTENANCE FACILITIES, MATERIAL STORAGE FACILITIES, AND CORPORATION YARDS

In 2004, a review of City facilities was conducted in order to determine which additional City facilities should prepare and implement Stormwater Pollution Prevention Plans (SWPPPs). This review was conducted as the first step in satisfying the Stormwater NPDES Permit Provision 10. c. i. that states:

“Each Permittee shall prepare and implement SWPPPs for public vehicle maintenance facilities, material storage facilities, and corporation yards having the potential to discharge pollutants to the MS4 and/or waters of the state. This requirement shall only apply to those facilities not already covered under the General Industrial Permit.”

This report addresses this specific permit provision with respect to the need to implement SWPPPs. Other BMPs are implemented by the City to address other municipal facilities and activities that are not addressed by this permit provision.

The conduct of the work in performing the review is described below followed by a summary of results. A master table is attached, which comprehensively summarizes the results of the review. Also attached are descriptive notes on several individual facilities that provide additional information on those facilities. Facility locations are shown on an attached map.

CONDUCT OF THE WORK

The work was principally conducted by Jeanne Wallberg of Archibald & Wallberg Consultants and reviewed by Delia Garrison of the City of Sacramento Department of Utilities. The work consisted of the following steps:

Compiled a comprehensive list of facilities for review. Several sources of information were used in compiling the list including: (1) a list of all City owned properties, (2) individual lists of Public Works Department, Department of Utilities, and Convention and Culture Department facilities, and (3) a list of City facilities with fuel storage onsite. These individual lists were culled for potential vehicle maintenance, materials storage, and corporation yards based on title description. For example, properties described as office buildings or parking lots were not selected.

Sorted the list by drainage. Facilities in areas that drain to the MS4 or to a creek or river were separated from facilities within the combined sewer system (CSS). For information purposes, facilities within the CSS are shown on the attached master table along with some information collected on those facilities. However, since these facilities do not discharge to the MS4 or waters of the state, it was judged that they do not require a SWPPP.

Evaluated the facilities in areas that drain to the MS4 or to a creek or river for the potential to discharge pollutants. This best professional judgment evaluation was based on ascertaining the nature of operations and materials at the facility with respect to potential exposure to runoff, i.e. what activities/storage is done inside or in areas with sanitary sewer drainage versus what is done outside. Information was obtained from phone contacts and/or site visits: facilities where site visits were conducted are noted on the master table. Storage and operations at some facilities was judged benign, insignificant, or protected from storm drain system: no SWPPP is recommended for these facilities. Facilities with potential to discharge pollutants were categorized as: (1) recommended to develop and implement a SWPPP, or (2) no SWPPP recommended if certain modifications to some operational practices are made, or where the potential exposure is solely spill related and a Spill Prevention Control and Countermeasure Plans or Hazardous Materials Plans covers that area of potential exposure.

SUMMARY OF RESULTS

A SWPPP is recommended for the new North Area Corporation Yard and for the 35th Avenue Combined Wastewater Treatment Plant site. A SWPPP is not recommended for several other facilities where:

- Sole exposure is spills and the facility has or will have a spill response plan in 2004.
- The facility has a spill response plan. There are some other types of exposure, however, these could be addressed through changes in operations.
- Materials/chemical storage is benign, insignificant, and/or protected from storm drain system. Vehicle maintenance activities are protected from the storm drain system.

A summary of results is provided in Table 1.

Table 1. Summary of Results (a)

Facility	Review Result
North Area Corporation Yard	SWPPP is needed and will be completed before 2004/05 rain season. (b, c) Other corporation yards in MS4 have SWPPPs.
Combined Wastewater Treatment Plant – 35 th Avenue site	Although limited industrial outside activity at this site, wastewater treatment plants fall categorically under the stormwater regulations. A SWPPP will be proposed. (b, d)
Miller Park Marina Haggin Oaks Golf Complex Bing Maloney Golf Complex	These facilities have spill response plans. No SWPPP is recommended if certain modifications to some operational practices are made. (b)
Fire stations with fuel storage Sumps with fuel storage	No SWPPP is recommended - SWPPP would be duplication of spill response plan. (b)

Facility	Review Result
Water treatment plants Police garage facilities Old Sacramento storage building and trash enclosure Park and Softball complex storage buildings Chemical storage at pools Bartley Cavanaugh Golf Course	No SWPPP is recommended - materials/chemical storage is benign, insignificant, and/or protected from storm drain system. Vehicle maintenance, where applicable, is protected from storm drain system.
Police Annex Fleet Maintenance Shop Eleanor Yard Garage	No SWPPP is recommended. Facilities will close in summer 2004.
Sacramento Army Depot	Leased business park - is not a City operation.

(a) See attached master table and (for some facilities) individual review forms for more information.

(b) Spill response plans will be provided to Regional Water Quality Control Board, as requested.

(c) City Safety Officer will develop the SWPPP and file a Notice of Intent for Coverage under the State General Industrial Permit.

(d) The City Wastewater Superintendent will address and incorporate a SWPPP into the upcoming wastewater discharge NPDES Permit renewal application (NPDES Permit Number CA0079111).

Stormwater Program staff will track the development of a SWPPP for the new North Area Corp Yard and the combined wastewater treatment plant, will track that all spill response plans are developed, as planned (this pertains to sumps and fire stations), and will conduct follow-up site visits at the Miller Park Marina, the Haggin Oaks Golf Complex, and the Bing Maloney Golf Complex to ascertain whether the staff have been able to make recommended changes. If not, SWPPPs may need to be developed for these facilities.

In addition, Stormwater Program staff will continue implementing other municipal program BMPs intended to reduce potential pollutant discharges from City facilities and activities not specifically addressed by this permit provision (10.C.i.). Other BMPs include training of municipal staff, revision of facility lease language where necessary, revision of special use permits where necessary, review of pesticide use and application procedures, and review of good housekeeping procedures.

ATTACHMENTS

Attachment A - Master Table

Attachment B - Individual Facility Review Forms

CITY OF SACRAMENTO FACILITIES - VEHICLE MAINTENANCE FACILITY, MATERIALS STORAGE FACILITY, AND CORPORATION YARDS					
Facility and Location	Contact Name and Phone No.	Use	Site Visit	Status and Recommendation	
Drainage to MS4, Creek, and/or River					
Sacramento River Water Treat Plant 101 Bercut Drive	Stephen Willey Plant Supervisor 808-7406	Chemical storage	Y	See review form No SWPPP necessary	
E. A. Fairbairn Water Treatment Plant 7501 College Town Drive		Chemical storage	Y	See review form No SWPPP necessary	
Sacramento Army Depot 8300 Fruitridge Rd.		Leased for business park	N	Not a City operation No SWPPP necessary	
24th Street Corp Yard	Robert Summersett Fleet Management Superintendent 433-6309	Materials storage, vehicle maintenance, corporation yard	N	Has a SWPPP	
5730 24th Street		Materials storage, vehicle maintenance, corporation yard	N	Has a SWPPP	
Meadowview Corp Yard 2812 Meadowview Rd		Materials storage, vehicle maintenance, corporation yard	N	Will open in summer 2004 Will need a SWPPP	
North Area Corp. Yard Kenmar & Del Paso Blvd		Materials storage, vehicle maintenance, corporation yard			
Combined Wastewater Treatment Plant 1391 35 th Avenue	David Phillips Wastewater Superintendent 808-5652	Some equipment maintenance, wash rack	Y	See review form Has SPCCC SWPPP required under stormwater regulations	
Miller Park Marina 2700 Front Street	Michelle Heppner Marina Manager 264-5712	Fuel and wastewater storage	Y	Review form available No SWPPP necessary w/some changes at the facility	

CITY OF SACRAMENTO FACILITIES - VEHICLE MAINTENANCE FACILITY, MATERIALS STORAGE FACILITY, AND CORPORATION YARDS						
Facility and Location	Contact Name and Phone No.	Use	Site Visit	Status and Recommendation		
Police Annex Fleet Maintenance Shop 625 H Street	Robert Summersett Fleet Management Superintendent 433-6309	Chemical/fuel storage, vehicle maintenance	N	Will close in 2004 - move to new North Area Corp. Yard		
Kinney Garage Facility 3550 Marysville Blvd		Chemical/fuel storage, vehicle maintenance	Y	No SWPPP necessary See review form		
Rooney Garage Facility 5303 Franklin Blvd.	Laura Fisher Risk Management Safety Specialist 433-2276	Chemical/fuel storage, vehicle maintenance	Y	See review form		
Eleanor Yard Garage 805 Eleanor Avenue		Chemical/fuel storage, vehicle maintenance	N	No SWPPP necessary Will close in 2004 - move to new North Area Corp. Yard		
Fire Station # 01 624 Q Street	Laura Fisher Risk Management Safety Specialist 433-2276	Fuel storage	N	No SWPPP necessary		
Fire Station # 02 1229 I Street		Fuel storage		Will have Haz Mat Plan or SPCC by July 2004 that covers storm drain protection		
Fire Station # 03 7208 West Elkhorn Blvd.		Fuel storage	N	No SWPPP necessary		
Fire Station # 07 6500 Wyndham Drive		Fuel storage	N	Will have Haz Mat Plan or SPCC by July 2004 that covers storm drain protection		
Fire Station # 08 5990 H street		Fuel storage	N	No SWPPP necessary		
				Will have Haz Mat Plan or SPCC by July 2004 that covers storm drain protection		
				No SWPPP necessary		

CITY OF SACRAMENTO FACILITIES - VEHICLE MAINTENANCE FACILITY, MATERIALS STORAGE FACILITY, AND CORPORATION YARDS					
Facility and Location	Contact Name and Phone No.	Use	Site	Status and Recommendation	
			Visit		
Fire Station # 09 5801 Florin Perkins Rd.		Fuel storage	N	Will have Haz Mat Plan or SPCC by July 2004 that covers storm drain protection No SWPPP necessary	
Fire Station # 16 7363 24th Street		Fuel storage	N	Will have Haz Mat Plan or SPCC by July 2004 that covers storm drain protection No SWPPP necessary	
Fire Station # 19 1700 Challenge Way		Fuel storage	N	Haz Mat Plan covers storm drain protection No SWPPP necessary	
Fire Station # 20 300 Arden Way		Fuel storage	N	Will have Haz Mat Plan or SPCC by July 2004 that covers storm drain protection No SWPPP necessary	
Fire Station # 52 9780 Elder Creek Rd		Fuel storage	N	Will have Haz Mat Plan or SPCC by July 2004 that covers storm drain protection No SWPPP necessary	
Old Sac Storage Building Under I-5 freeway	Cindy Stevens 264-7031	Stores street decorations	N	No SWPPP necessary	
Old Sac Trash Enclosure No. 1 and No. 2 2nd Street Alley		Trash compactor units	N	No SWPPP necessary	
E. Portal Park Bolla Barn & Storage Shed	Bill Hall Parks Supervisor, No. Sacramento	Indoor storage irrigation and power equipment	N	No SWPPP necessary	
Rodeo Way Softball Complex Maintenance Bldg.	566-6494	Indoor storage maintenance eqpt. Outdoor, tarped storage bagged fertilizer on raised pallets	N	No SWPPP necessary	
3150 Longview Dr. Hagginwood Park Storage Bldg.		Indoor storage wood, occasional bag fertilizer	N	No SWPPP necessary	
Marysville Blvd					

CITY OF SACRAMENTO FACILITIES - VEHICLE MAINTENANCE FACILITY, MATERIALS STORAGE FACILITY, AND CORPORATION YARDS	Facility and Location	Contact Name and Phone No.	Use	Site Visit	Status and Recommendation
	Tahoe Pool, Wading Pool & Pool Bldg 63rd Street	Greg Narrowmore Aquatics Division Superintendent 277-6095	Chemical storage	N	See review form No SWPPP necessary See review form
	Fullertown Swimming Pool		Chemical storage	N	No SWPPP necessary
	Job Corp Center Pool		Chemical storage	N	See review form
	Kennedy High Pool		Chemical storage	N	No SWPPP necessary See review form
	Sacramento High Pool		Chemical storage	N	No SWPPP necessary See review form
	Ciunie Pool, Wading Pool & Pool Bldg		Chemical storage	N	No SWPPP necessary See review form
	Cabrillo Pool & Pool Bldg 67th Street		Chemical storage	N	No SWPPP necessary See review form
	Glen Hall Pool & Pool Bldg Sandburg Dr		Chemical storage	N	No SWPPP necessary See review form
	Mangan Pool & Pool Bldg 34th Ave.		Chemical storage	N	No SWPPP necessary See review form
	Hagginwood Wading Pool Marysville Blvd		Chemical storage	N	No SWPPP necessary See review form
	Grant Pool 21st Street		Chemical storage	N	No SWPPP necessary See review form
	Johnston Pool & Pool Bldg Eleanor Ave.		Chemical storage	N	No SWPPP necessary See review form
	Sim Pool & Pool Bldg Logan Street		Chemical storage	N	No SWPPP necessary See review form
	Northgate Park Wading Pool Brewerton Dr		Chemical storage	N	No SWPPP necessary See review form

CITY OF SACRAMENTO FACILITIES - VEHICLE MAINTENANCE FACILITY, MATERIALS STORAGE FACILITY, AND CORPORATION YARDS						
Facility and Location	Contact Name and Phone No.	Use	Site Visit	Status and Recommendation		
Henschel Park Wading Pool 45th Street		Chemical storage	N	No SWPPP necessary See review form		
Hopkins Park Wading Pool Matson Dr		Chemical storage	N	No SWPPP necessary See review form		
Colonial Park Wading Pool 54th Street		Chemical storage	N	No SWPPP necessary See review form		
Gardenland Wading Pool Bowman Ave.		Chemical storage	N	No SWPPP necessary See review form		
Mama Marks Wading Pool Roanoke Way		Chemical storage	N	No SWPPP necessary See review form		
Doyle Pool & Pool Bldg		Chemical storage	N	No SWPPP necessary See review form		
Oki Pool & Pool Bldg Wisseman		Chemical storage	N	No SWPPP necessary		
Alister MacKenzie/Haggin Oaks Golf 3645 Fulton Avenue	Sam Samuelson Golf Course Superintendent 932-6680	Chemical/fuel storage, vehicle maintenance	Y	See review form Has SPCC that covers storm drain protection No SWPPP necessary w/some changes at the facility		
Bing Maloney Golf 6801 Freeport Blvd.	Shane Howe Golf Course Superintendent 433-6354	Chemical/fuel storage, vehicle maintenance	Y	See review form Has SPCC that covers storm drain protection No SWPPP necessary w/some changes at the facility		
Cavanaugh Golf 8325 River Road	Campbell Turner Golf Course Superintendent 433-6297	Chemical/fuel storage, vehicle maintenance	Y	See review form Has Haz Mat Plan that covers storm drain protection No SWPPP necessary		

CITY OF SACRAMENTO FACILITIES - VEHICLE MAINTENANCE FACILITY, MATERIALS STORAGE FACILITY, AND CORPORATION YARDS						
Facility and Location	Contact Name and Phone No.	Use	Site Visit	Status and Recommendation		
Utilities Sump 1A	William Miller	Fuel storage	N	Will have Spill Prevention Plan summer 2004-spill resp. & containment, sump operation, inspection		
U St. @ Front St.	Senior Mechanical Engineer					
Utilities Sump 2A	808-1705	Fuel storage	N	Will have Spill Prevention Plan summer 2004-spill resp. & containment, sump operation, inspection		
3530 Riverside						
Utilities Sump 11		Fuel storage	N	Will have Spill Prevention Plan summer 2004-spill resp. & containment, sump operation, inspection		
Natomas Blvd/N. Park Dr						
Utilities Sump 28		Fuel storage	N	Will have Spill Prevention Plan summer 2004-spill resp. & containment, sump operation, inspection		
7788 Freeport Blvd						
Utilities Sump 34		Fuel storage	N	Will have Spill Prevention Plan summer 2004-spill resp. & containment, sump operation, inspection		
7851 Freeport Blvd						
Utilities Sump 55		Fuel storage	N	Will have Spill Prevention Plan summer 2004-spill resp. & containment, sump operation, inspection		
6203 Gloria Dr						
Utilities Sump 101		Fuel storage	N	Will have Spill Prevention Plan summer 2004-spill resp. & containment, sump operation, inspection		
5701 Elvas Ave						
Utilities Sump 128		Fuel storage	N	Will have Spill Prevention Plan summer 2004-spill resp. & containment, sump operation, inspection		
3951 Mack Rd						
Utilities Sump 132		Fuel storage	N	Will have Spill Prevention Plan summer 2004-spill resp. & containment, sump operation, inspection		
7520 Pocket Rd						
Utilities Sump 137		Fuel storage	N	Will have Spill Prevention Plan summer 2004-spill resp. & containment, sump operation, inspection		
8117 Rush River Dr						

CITY OF SACRAMENTO FACILITIES - VEHICLE MAINTENANCE FACILITY, MATERIALS STORAGE FACILITY, AND CORPORATION YARDS					
Facility and Location	Contact Name and Phone No.	Use	Site Visit	Status and Recommendation	
Utilities Sump 140 181 Pinedale Ave		Fuel storage	N	Will have Spill Prevention Plan summer 2004- spill resp. & containment, sump operation, inspection	
Utilities Sump 151 600 Leisure Ln		Fuel storage	N	Will have Spill Prevention Plan summer 2004- spill resp. & containment, sump operation, inspection	
Utilities Sump 152 Tribute Rd CalExpo Parking		Fuel storage	N	Will have Spill Prevention Plan summer 2004- spill resp. & containment, sump operation, inspection	
Utilities Sump 160 Shorebird @ Kittywake Dr		Fuel storage	N	Will have Spill Prevention Plan summer 2004- spill resp. & containment, sump operation, inspection	
Drainage to CSS					
28th Street Corp Yard - Sutter's Landing	Robert Summerseft Fleet Management Superintendent	Materials storage, vehicle maintenance, corporation yard			
28th & A	433-6309				
Miller Park Corp Yard Building					
Front Street					
Miller Park Tree Dept. & Chem Storage					
Front Street					
Miller Park Police Equestrian					
Front Street					
Sacramento Zoo	Jim Schnomeier Curator		Y	Review form available	
3930 West Land Park Drive	264-7381				

CITY OF SACRAMENTO FACILITIES - VEHICLE MAINTENANCE FACILITY, MATERIALS STORAGE FACILITY, AND CORPORATION YARDS					
Facility and Location	Contact Name and Phone No.	Use	Site Visit	Status and Recommendation	
Animal Shelter	Kathy Vos		Y	Review form available	
2127 Front Street	Chief Animal Care Officer 808-5855				
Drill Tower	Laura Fisher				
3230 J Street	Risk Management Safety Specialist 433-2276				
Fire Station # 06		Fuel storage			
3301 Martin Luther King Blvd.					
FairyTale Town Barn Tool Shed					
3901 Land Park Dr.					
FairyTale Town Lama House					
3901 Land Park Dr.					
Land Park Pony Barn					
Sutcliffe & Freeport					
Land Park Corp Yard Maintenance Bldg.					
18th Street between 14th & 15 th					
Land Park Maintenance Hay Barn					
Sutcliffe & Freeport					
Land Park Storage By Tiny Tot					
Sutcliffe & Freeport					
Garden & Arts Center					
3200 H Street					
McKinley Park Storage Bldg					
3200 H Street					
Southside Park Storage 6th Street					

CITY OF SACRAMENTO FACILITIES - VEHICLE MAINTENANCE FACILITY, MATERIALS STORAGE FACILITY, AND CORPORATION YARDS					
Facility and Location	Contact Name and Phone No.	Use	Site Visit	Status and Recommendation	
Land Park Wading Pool	Greg Narrowmore Aquatics Division Superintendent 277-6095				
Suttenville & Freeport					
Southside Pool & Pool Bldg					
6th Street					
McClatchy Pool, Wading Pool & Bldg					
33rd Street					
Land Park Golf		Note: a small portion of the course drains to the storm drainage system			
Suttenville and Freeport					

CITY OF SACRAMENTO FACILITIES - STORMWATER REVIEW FORM

Facility Name: Combined Wastewater Treatment Plant

Address: 1391 35th Avenue

Contact Name and Title: Dave Phillips, Wastewater Superintendent

Phone Number: 916-808-5652

Contact Name and Title: Bruce Baker, Supervising Plant Operator

Phone Number: 916-808-5651

Nature of the Operation: Wastewater retention and treatment facility for combined sewer system.

The Combined Wastewater Treatment Plant is part of the City of Sacramento Department of Utilities.

Stormwater runoff from selected areas of the Combined Wastewater Treatment Plant discharges to the Sacramento River via Sump 104. Runoff to the storm drain is principally from areas such as roofs, parking lots, and landscaped areas. There is also some runoff from areas used for outdoor maintenance and storage of large pieces of equipment.

Relevant Activities

Chemical Storage –

There is outside tank storage of sodium hypochlorite and sodium bisulfite. These tanks are surrounded by berms rated to contain the full contents of a tank. Oil storage is in double walled tanks. The plant has a Spill Control and Countermeasure Plan that covers response to chemical spills.

Vehicle Maintenance/Corps Yard Activities –

There is no vehicle maintenance onsite. There is pump and equipment maintenance, most of which is conducted inside, under cover. Some outside maintenance is done on large pieces of equipment. There is a cleaning rack for equipment – the cleaning rack area is not bermed but does drain to the sanitary sewer. The cleaning rack was not in use, so its effectiveness in containing the wash water to the sanitary system drain was not observed.

Other –

When in use, the three bays of rectangular clarifiers release wastewater back to the sanitary sewer system. Under certain storm conditions, the discharge is treated and directed to the Sacramento River – this discharge is covered under NPDES Permit No. CA0079111, Regional Board Order No. 5-01-258.

A March 11, 2003 site inspection made by a Regional Board contractor, Tetra Tech, pursuant to this NPDES permit, reported that the physical condition of the site showed evidence of good housekeeping practices and maintenance.

Recommendation

The areas that discharge to the storm drain system are mostly limited to non-industrial uses. The principal exception is that some outside maintenance is conducted on large equipment. Although the activities in areas that discharge to the storm drain system appear to be quite limited, this is a type of facility that is specified as requiring coverage under the State General Industrial Stormwater Permit. Therefore, it is recommended that the need for a SWPPP to address storm drainage exposure and pollution prevention be specifically discussed with Regional Board staff and addressed and incorporated, as appropriate, into the existing NPDES Permit, which is approaching its renewal period.

CITY OF SACRAMENTO FACILITIES - STORMWATER REVIEW FORM

Facility Name: Sacramento Marina

Address: 2710 Ramp Way

Contact Name and Title: Michelle Heppner, Marina Manager

Frank Malaki

Phone Number: 916-264-5712

Nature of the Operation: Provide boating amenities including berthing, launching, fueling, and pumpout facilities. No boat maintenance services are provided.

The Sacramento Marina is part of the City of Sacramento Department of Convention, Culture and Leisure

The Sacramento Marina is located on an off-stream basin of the Sacramento River.

Drainage from the docks, slips, fueling and pumpout dock, and launch ramp is directly into the river.

Relevant Activities

Fueling and Pumpout –

Fuel and pumpout lines between the dock and onshore storage tanks are double-sleeved. A third sleeve was also on the lines but was not completely connected and water tight.

Materials Storage –

Storage of chemicals is inside – either at the administration building or at the fuel dock.

Spill Management –

The Marina has a Consolidated Contingency Plan that lists emergency spill response procedures for Marina employees. The Plan specifies that employee training is conducted for new hires and annually for all Marina staff. The Marina contracts spill cleanup to Ramos Environmental. Typical spill management techniques are to contain a spill with booms and then deploy absorbent pads.

Recommendations

The potential for contamination at the Marina is principally with respect to the potential for spills. Since the Marina has a Plan that contains spill response and cleanup procedures, a separate Stormwater Pollution Prevention Plan is not recommended. It is recommended that the Marina ensure that the Plan is kept up to date and that the employee training is conducted as described in the Plan. It is further recommended that the Marina keep the third sleeve on the fuel and pumpout lines connected and water tight.

CITY OF SACRAMENTO FACILITIES - STORMWATER REVIEW FORM

Facility Name: Haggin Oaks Golf Complex

Address: 3645 Fulton Avenue

Contact Name and Title: Sam Samuelson, Golf Course Superintendent

Phone Number: 916-277-6034

Nature of the Operation: Arcade Creek and Alistair MacKenzie 18-hole golf courses. The Haggin Oaks Golf Complex is part of the City of Sacramento Capital City Golf. Stormwater runoff from the Haggin Oaks Golf Complex discharges to Arcade Creek.

Relevant Activities

Chemical Storage –

Pesticide storage is inside in a dedicated raised bed trailer. This trailer has a grated floor providing secondary containment for any pesticides that spill inside the trailer. Cleaning procedures for the under-grate area are not known. Mixing of pesticides and loading into the spray rig is done inside under cover.

Fertilizer storage is inside – bagged fertilizer is stored on pallets. The floor is swept, not hosed.

Janitorial supplies are stored inside.

Drummed oil is stored inside – there is a poly spill pallet providing secondary containment under the drums.

There are two aboveground fuel tanks, one owned by the City and one by Morton Golf – these tanks are double-walled and inspected monthly.

The golf course has a fertigation system that provides a means for tank injection of fertilizers into the irrigation system. This system is used when establishing a course, but is not used for ongoing maintenance. The fertigation system now stands empty.

Vehicle Maintenance –

Maintenance and washing of turf maintenance equipment is conducted by the City of Sacramento. Golf cart maintenance and washing is not under the direct control of the City of Sacramento; it is part of the golf operation that is leased as a concession to Morton Golf.

Turf maintenance equipment – Most maintenance activities are conducted under cover, inside a maintenance building. Some maintenance is done outside on large equipment. Oil and fluid drippings are picked up with absorbents. The floor of the maintenance building is periodically swept, but is not hosed down.

There is a wash rack, under cover, that drains to the sanitary sewer system. This has a filter system that clogs due to grass clippings. Most vehicle wash off is to cleanse grass and mud. Therefore, the wash rack is infrequently used and equipment washing is done in two turfed “swale” areas on the course. A new self-contained wash rack is under consideration.

Golf carts – Cart maintenance (battery operated carts) is done outside. The City is currently discussing additional facilities so these maintenance operations would be under cover. Cart washing is also done outside. Cart storage and cart supplies are under cover in a cart barn.

Spill Response –

City staff receives annual training on pesticide use, fuel spills and dispensing, and shop cleanliness.

There are spill kits with absorbent materials, mats to seal drains, and other spill response supplies.

A newly completed (1/15/04) Spill Prevention Control and Countermeasure (SPCC) Plan was prepared for the Haggin Oaks Golf Complex by Kennedy/Jenks Consultants.

Recommendation

The potential for stormwater contamination at this facility is mostly associated with the potential for spills, which is addressed through secondary containment/double walled tanks, procedures outlined in the SPCC Plan, employee training, and the availability of spill kits. Vehicle wash off is a relatively benign activity consisting of hosing mud and grass clippings off vehicles onto turfed areas on the course. There are three recommendations for additional measures that should be developed and implemented, namely: (1) cleaning procedures for the pesticide trailer, (2) cleanup of the ground surface (as necessary) following outside maintenance activities, and (3) arranging the training schedule so that training for the specific activities listed above occurs coincident with the onset of the rain season as much as is possible.

A Stormwater Pollution Prevention Plan is not recommended if the above three recommendations are addressed and incorporated into existing procedures.

It is preferable, as the City budget allows, to provide facilities so that all vehicle maintenance (large equipment and golf carts) can be done under cover and to provide functioning wash racks.

CITY OF SACRAMENTO FACILITIES - STORMWATER REVIEW FORM

Facility Name: Bing Maloney Golf Complex

Address: 6801 Freeport Blvd.

Contact Name and Title: Shane Howe, Golf Course Superintendent

Phone Number: 916-433-6354

Nature of the Operation: Bing Maloney 18-hole and executive 9-hole golf courses. The Bing Maloney Golf Complex is part of the City of Sacramento Capital City Golf. Stormwater runoff from the Bing Maloney Golf Complex is mostly sheet runoff that eventually discharges to the MS4.

Relevant Activities

Chemical Storage –

Pesticide storage is inside in a dedicated raised bed trailer. This trailer has a grated floor providing secondary containment for any pesticides that spill inside the trailer. Cleaning procedures for the under-grate area are not known. Mixing of pesticides and loading into the spray rig is done inside under cover. Mixing of pesticides and loading into the spray rig is done outside. A new self-contained wash rack is under consideration. If installed, pesticide mixing will be done in the wash rack. The spray rig is stored inside.

Fertilizer storage is inside – bagged fertilizer is stored on pallets. The floor is swept, not hosed.

Janitorial supplies are stored inside.

Drummed oil is stored inside – there is a poly spill pallet providing secondary containment under the drums.

There are two aboveground fuel tanks – these tanks are double-walled and inspected monthly.

Vehicle Maintenance –

Maintenance and washing of turf maintenance equipment is conducted by the City of Sacramento. Golf cart maintenance and washing is not under the direct control of the City of Sacramento; it is part of the golf operation that is leased as a concession to Morton Golf.

Turf maintenance equipment – Most maintenance activities are conducted under cover, inside a maintenance building. Some maintenance is done outside – on the larger machines. Oil and fluid drippings are picked up with absorbents. The floor of the maintenance building is periodically swept, but is not hosed down.

There is no wash rack. Therefore, equipment washing is done in a turfed area on the course. Most vehicle wash off is to cleanse grass and mud. A new self-contained wash rack is under consideration.

Golf carts – Cart maintenance (gas powered carts) is done inside. The City is currently discussing conversion to battery operated carts and additional cart facilities. Cart washing is also done outside. Cart storage is mostly outside.

Spill Response –

City staff receives annual training on pesticide use, fuel spills and dispensing, and shop cleanliness.

There are spill kits with absorbent materials, mats to seal drains, and other spill response supplies.

A newly completed (1/15/04) Spill Prevention Control and Countermeasure (SPCC) Plan was prepared for the Haggin Oaks Golf Complex by Kennedy/Jenks Consultants.

Recommendation

The potential for stormwater contamination at this facility is mostly associated with the potential for spills, which is addressed through secondary containment/double walled tanks, procedures outlined in the SPCC Plan, employee training, and the availability of spill kits. Vehicle wash off is a relatively benign activity consisting of hosing mud and grass clippings off vehicles onto turfed areas on the course. There are four recommendations for additional measures that should be developed and implemented, namely: (1) providing an inside space for mixing and loading of the pesticide spray rig, (2) cleaning procedures for the pesticide trailer, (3) cleanup of the ground surface (as necessary) following outside maintenance activities, and (4) arranging the training schedule so that training for the specific activities listed above occurs coincident with the onset of the rain season as much as is possible.

A Stormwater Pollution Prevention Plan is not recommended if the above four recommendations are addressed and incorporated into existing procedures.

It is preferable, as the City budget allows, to provide facilities so that all vehicle maintenance (large equipment) can be done under cover and to provide a wash rack.

CITY OF SACRAMENTO FACILITIES - STORMWATER REVIEW FORM

Facility Name: Bartley Cavanaugh Golf Course
Address: Freeport Blvd
Contact Name and Title: Campbell Turner, Golf Course Superintendent
Phone Number: 916-433-6297

Nature of the Operation: Bartley Cavanaugh 18-hole golf course.
The Bartley Cavanaugh Golf Course is part of the City of Sacramento Capital City Golf.
Stormwater runoff from the Bartley Cavanaugh Golf Course discharges to a drainage ditch on the north side of the facility. Eventual discharge is to the Sacramento River.

Relevant Activities

Chemical Storage –

Pesticide storage is inside in a dedicated room. This room is bermed – any pesticides that spill are contained within the berm. Cleaning procedures for the floor include sweeping and pick up or pickup with absorbents – no hosing is done. Mixing of pesticides and loading into the spray rig is done under the wash rack cover.

Fertilizer storage is inside – bagged fertilizer is stored on pallets. The floor is swept, not hosed.

Janitorial supplies are stored inside.

Drummed oil is stored inside on poly spill pallets. There are spill kits with absorbent materials to pick up spills and drips. This building drains to the septic system.

There is a single aboveground fuel tank – this tank has secondary containment.

The golf course has a fertigation system that provides a means for tank injection of fertilizers into the irrigation system. This system is used when establishing a course, but is not used for ongoing maintenance. The fertigation system now stands empty.

Vehicle Maintenance –

Maintenance and washing of turf maintenance equipment is conducted by the City of Sacramento. Golf cart maintenance is not under the direct control of the City of Sacramento; it is part of the golf operation that is leased as a concession to Morton Golf.

Turf maintenance equipment – Maintenance activities are conducted under cover, inside a maintenance building. Oil and fluid drippings are picked up with absorbents. The floor of the maintenance building is periodically swept, but is not hosed down. This building drains to the septic system.

There is a wash rack, under cover, that drains to the septic system. Wash off of heavy grass clippings and mud is done outside in a turfed area.

Golf carts – Cart maintenance (battery operated carts) is done inside. Cart storage and cart supplies are under cover.

Current Training –

City staff receives annual training on pesticide use, fuel spills and dispensing, and shop cleanliness.

The septic tank is set to alarm before it reaches capacity.

Recommendation

No Stormwater Pollution Prevention Plan is necessary.

CITY OF SACRAMENTO FACILITIES - STORMWATER REVIEW FORM

Facility Name: Kinney Police Facility

Address: 3550 Marysville Blvd.

Contact Name and Title: James Chapman, Equipment Maintenance Supervisor

Phone Number: 916-566-6477

Nature of the Operation: Maintain City police vehicles.

The Kinney Police Facility garage is part of the City of Sacramento Department of Public Works.

Stormwater runoff from the Kinney Police facility discharges to the MS4.

Relevant Activities

Chemical Storage --

Fuel storage is in underground tanks. The fueling station is under cover.

Oil, batteries, and other chemicals used in vehicle maintenance are stored inside.

Vehicle Maintenance --

Vehicle maintenance is done inside. Occasionally, vehicles too large to fit inside are serviced just outside the bay door. The vehicle maintenance building and immediate area drains to an oil water separator and then to the sanitary sewer.

The wash rack drains to the sanitary sewer.

There are spill kits onsite and spill response is discussed at quarterly safety meetings.

Recommendation

No Stormwater Pollution Prevention Plan is necessary.

CITY OF SACRAMENTO FACILITIES - STORMWATER REVIEW FORM

Facility Name: Rooney Police Facility

Address: 5303 Franklin Blvd.

Contact Name and Title: Robert Olsen, Equipment Maintenance Supervisor

Phone Number: 916-277-6010

Nature of the Operation: Maintain City police vehicles.

The Rooney Police Facility garage is part of the City of Sacramento Department of Public Works.

Stormwater runoff from the Rooney Police facility discharges to the MS4.

Relevant Activities

Chemical Storage —

Fuel storage is in underground tanks. The fueling station is under cover.

Oil, batteries, and other chemicals used in vehicle maintenance are stored inside.

Vehicle Maintenance —

Vehicle maintenance is done inside. Occasionally, vehicles too large to fit inside are serviced just outside the bay door. The vehicle maintenance building and immediate area drains to an oil water separator and then to the sanitary sewer.

The wash rack drains to the sanitary sewer.

There are spill kits onsite and spill response is discussed at quarterly safety meetings.

Recommendation

No Stormwater Pollution Prevention Plan is necessary.

CITY OF SACRAMENTO FACILITIES - STORMWATER REVIEW FORM

Facility Name: E. A. Fairbairn Water Treatment Plant

Address: 7501 College Town Drive

Contact Name and Title: Stephen Willey, Plant Supervisor - Operations

Phone Number: 916-808-7406

Nature of the Operation: Conventional water treatment plant.

The E. A. Fairbairn Water Treatment Plant is part of the City of Sacramento Department of Utilities.

Stormwater runoff from the E. A. Fairbairn River Water Treatment Plant discharges to the City of Sacramento storm drainage system (Sump 91) and thence to the American River.

Relevant Activities

Chemical Storage –

The E. A. Fairbairn Water Treatment Plant is currently under construction to complete a plant expansion project. Construction is expected to be completed by the end of 2004 or early 2005. The construction includes new chemical storage buildings for inside storage of all chemicals. The inside storage areas will have containment areas and/or drainage to the sanitary sewer. The plant has an Emergency Management Plan that covers response to hazardous materials spills.

Runoff to the storm drain will be from areas such as roofs, parking lots, and landscaped areas.

Recommendation

No Stormwater Pollution Prevention Plan is necessary.

CITY OF SACRAMENTO FACILITIES - STORMWATER REVIEW FORM

Facility Name: Sacramento River Water Treatment Plant

Address: 1 Water Street

Contact Name and Title: Stephen Willey, Plant Supervisor - Operations

Phone Number: 916-808-7406

Nature of the Operation: Conventional water treatment plant.

The Sacramento River Water Treatment Plant is part of the City of Sacramento Department of Utilities.

Stormwater runoff from the Sacramento River Water Treatment Plant discharges to the Sacramento River.

Relevant Activities

Chemical Storage —

There is a dedicated chemical storage building that houses chlorine, fluoride, and other chemicals inside. The inside storage areas have containment and/or drainage to the sanitary sewer system. There is outside tank storage of caustic soda, polymer, and lime. These tanks are surrounded by berms and containment areas. The plant has an Emergency Management Plan that covers response to hazardous materials spills.

Runoff to the storm drain is from areas such as roofs, parking lots, and landscaped areas.

Recommendation

No Stormwater Pollution Prevention Plan is necessary.

CITY OF SACRAMENTO FACILITIES - STORMWATER REVIEW FORM

Facility Name: City Pools and Fountains

Address: various – see master list for pools, fountain locations are listed below

Contact Name and Title: Greg Narrowmore, Community Recreation Services and Aquatics Division Superintendent

Phone Number: 916-277-6095

Nature of the Operation: Disinfection and pH control of City pools and fountains

The Community Recreation Services and Aquatics Division is part of the City of Sacramento Department of Parks and Recreation.

Some City pools and fountains are in the storm drainage system area and some are in the combined sewer system area – see master table for pool locations.

Relevant Activities

Chemical Storage –

For disinfection, the City uses either liquid sodium hypochlorite or liquid or gaseous chlorine. For pH control, liquid muratic acid or liquid sodium hydroxide are used. Two to three carboys of liquid chemicals are delivered and placed by an outside vendor on containment pallets that are rated to contain up to 55 gallons of liquid. The different chemicals are stored separately on different pallets. One pool location (the Meadowview pool) has bulk storage onsite – this bulk storage is within a secondary containment area. Where chlorine gas is used, the cylinders are housed inside.

The City is in the process of revising its Risk Management Plan for the pool chemicals. This plan addresses potential contaminant pathways to the storm drain system. The area around the pools and chemical storage areas drains to the sanitary sewer.

At areas where there are public fountains (Caesar Chavez Park, Fremont Park, and Gardenland), the chemicals are located in covered and sealed units. These units have secondary containment.

Note: When drained for O&M, pool water is discharged to the sanitary sewer system.

Recommendation

No Stormwater Pollution Prevention Plan is necessary.

CITY OF SACRAMENTO
28th Street Landfill
(Closed)

STORM WATER POLLUTION PREVENTION PLAN

Prepared by: Roxanne Livingston, Assistant Civil Engineer
Engineering Services – Water Quality Section
And
Matt Rodgers, P.E., Consultant

September 2007

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APPENDICES

Appendix A – Sample Collection and Analysis Plan

Appendix B – Site Map

1.0 INTRODUCTION

The National Pollution Discharge Elimination System (NPDES) Storm Water Permit, administered by the Central Valley Regional Water Quality Control Board (Water Board), requires the City of Sacramento to regulate urban runoff entering into the storm drainage system and local waterways. The purpose of the permit is to protect water quality by reducing the amount of pollutants in the storm water from various urban land uses and activities. There are numerous programs being implemented by the City's Stormwater Quality Improvement Program (Stormwater Program) including those that minimize storm water pollution from new developments, construction sites, and industrial facilities. The City of Sacramento has obtained a General NPDES permit which covers the majority of the City's municipal activities and facilities, but section 402(p) of the Federal clean Water Act requires landfills (both open and closed) to obtain separate coverage. On March 19, 2004, the City Landfill facility obtained a State Industrial Storm Water General Permit, NPDES Order Number R5-2004-0039, from the California Regional Water Quality Control Board, Central Valley Region.

1.1 Purpose of the Storm Water Pollution Prevention Plan (SWPPP)

The SWPPP provides an extensive evaluation of the Landfill for potential activities that may result in storm-water-pollutant runoff. The SWPPP is intended to serve as a blue print for implementation of best management practices (BMPs) to control pollutants within the site's runoff. All paved areas where the corporation yard and the western portion of the pervious areas drain into the combined sewer/stormwater system; furthermore, the south west portion of the pervious area drains to the south where it is retained in a detention pond for sedimentation prior to discharging into the combined sewer/stormwater system. Additionally, the south eastern portion of the pervious area drains to a retention pond located in the furthest, south east corner of the landfill where the runoff infiltrates into the soil. The activities and potential pollutants from within these areas are generally discussed in the SWPPP, but no BMP implementation practices are required under this SWPPP since runoff from these locations do not impact local water bodies; however, discharges into the combined system are mitigated so as to not impact any existing agreements with the Sacramento Regional Sanitation District where wastewater from this facility is treated prior to discharging into the Sacramento River. This SWPPP will be kept on the premises and updated as needed to reflect actual procedures. The Stormwater Program staff will also have a copy of this SWPPP.

1.2 Storm Water Audit at the Landfill

A storm water audit was conducted at the 28th St. Landfill by Stormwater Staff from the Department of Utilities/Engineering Services; audit personnel include, Connie Perkins, Associate Civil Engineer, and Roxanne Livingston, Assistant Civil Engineer. The audit addressed the following areas: activities performed at the corporation yard, materials used and stored inside and outside, equipment and vehicles stored inside and outside, cleaning areas and wash racks, landfill activities, and general comments.

1.3 Responsible Staff

The SWPPP requires identifying personnel to oversee the implementation of any measures to reduce pollution and to modify the SWPPP as necessary over time. The Landfill staff will be responsible for implementing and maintaining storm water BMPs.

1.4 Updating the SWPPP

→ AT LEAST ONCE PER PERMIT TERM

The SWPPP will be updated on a regular basis to reflect changes in activities that may adversely affect or improve storm water runoff. Any changes to the SWPPP shall include John Olesen, Senior Landfill Engineering Technician, and Stormwater Program Staff. Other Landfill Managers and Safety Office staff can also be involved with updates to the SWPPP.

2.0 SITE LOCATION, GENERAL ENVIRONS, AND ACTIVITIES

The City of Sacramento owns and operates the 28th Street Landfill, a closed Class III landfill, located at the northern end of 28th Street in downtown Sacramento. This chapter contains background information about the landfill, surroundings, and all activities and material storage observed during the site audit.

2.1 Background Information about the 28th St. Landfill

Prior to closure, the landfill was permitted to accept up to 1,200 tons of waste per day. It was estimated that actual waste acceptance was approximately 600 tons of waste per day with the facility operating 5 ½ days per week. The total capacity of the landfill, at final closure, was estimated to be 6,514,000 cubic yards. It is assumed that this applies only to the known waste disposal operations in Waste Management Units (WMU)s A and B.

The landfill was used for disposal of non-hazardous residential, commercial and industrial wastes, primarily collected by the City of Sacramento waste collection services. Most of the waste comes from residential refuse collection vehicles, yard waste collection operations, street sweeping, and other miscellaneous City activities. No commercial haulers or self-haul vehicles are allowed to dispose at the site. Since the beginning of fill operations at this site, the waste stream has been uniform in nature and composition. This has resulted in a very homogenous cross-section for wastes throughout the landfill.

Hazardous wastes and liquid wastes have never been knowingly accepted at the landfill. However, typical early (pre-1980s) disposal procedures did not routinely check incoming wastes closely for liquids and/or hazardous wastes. In addition, all municipal wastes contain some portion of household hazardous wastes, mixed in with the non-hazardous garbage, including used oils, paints, lead-acid batteries, pesticides, etc. An assessment conducted in 1985 of the types and quantities of household hazardous waste in materials accepted at the facility found that less than 0.12% of the total waste stream was categorized as household hazardous waste.

The disposal areas consist of two classified landfill units, and three older, unclassified fill areas. Descriptions of these disposal areas are as follows:

Classified Units

- A 79.5-acre area known as WMU A. This area was filled from 1971 until 1986. This cell was constructed without a base liner or leachate collection system, which were not required by regulations at the time. A final cover system was installed in phases and was completed in 1997. The cover consists of one foot of intermediate cover soil over the waste materials, overlain by two feet of concrete and asphalt rubble, overlain by one foot of low-permeability clay, overlain by a one-foot vegetative soil layer.
- A 27.5-acre area, known as WMU B. This area was filled from 1986 until 1994. This cell was constructed with a base liner and leachate collection and removal system. The base liner consists of 1.5 feet of compacted soil/bentonite mix with a maximum permeability of 1×10^{-7} cm/s, overlain by an additional 1.5 feet of native compacted soil with permeability ranging between 1×10^{-8} and 1×10^{-7} cm/s. A final cover system was completed at WMU B in September 1997. The final cover profile is identical to that described above for WMU A.

Unclassified Disposal Areas (filled during the period 1963 through 1971)

- Area A: Approximately 12.5-acre, unpaved area west of 28th Street was graded to a minimum 3% slope and covered with, from top to bottom, two-feet of soil cover, 6 inches of asphalt street grindings, two-feet of concrete and asphalt rubble, and 6 inches of soil cover.
- Area B: Approximately 10-acres west of 28th Street was covered with, from top to bottom, 3 inches of asphalt concrete (to provide an all weather surface and prevent infiltration of water), 6 inches of asphalt street grindings, two-feet of concrete and asphalt rubble, and one-foot of soil paved with asphalt concrete.
- Area C: Approximately 16 paved acres north of 28th Street was covered in the same manner as the 10-acre section listed above.

As part of closure, the landfill was graded to prevent ponding of water, and a drainage system was installed. Areas of differential settlement are periodically re-graded to maintain proper drainage. Landfill runoff drains by sheet flow over the side slopes and is routed through V-ditches that are lined with low permeability clay and extends to detention basins before the surface runoff leaves the site. The detention basin in the northeast corner discharges into the American River, and the southwest detention basin discharges to the combined sewer system. Locations of these detention basins are shown in Appendix B. The cover and drainage improvements act to prevent or minimize the infiltration of water into waste.

2.2 General Nature of Facility Activities

The vicinity north of 28th Street is now one of the City's corporation yards and is used for:

- Storage; both indoor and outdoor
- Vehicle parking
- Vehicle & Equipment Washing
- Preventative maintenance of City vehicles
- Facility offices

The City Department of Parks and Recreation has also developed small portions of this area as the Sutter's Landing Park which includes such activities as:

- Pedestrian/bike trails
- Paved parking
- Picnic areas
- Skate-park area.

The former compost area and uncovered area west of 28th Street are not currently being used. Many areas of the landfill are now controlled by the City Department of Parks and Recreation, which is considering the areas for incorporation into Sutter's Landing Park.

The City Department of Utilities, Solid Waste Division performs various activities to mitigate pollutants from the covered landfill from impacting the environment. These activities include:

- Pumping of groundwater from groundwater extraction wells
- Pumping and monitoring of leachate from a leachate collection and recovery system
- Monitoring of groundwater from nineteen water quality monitoring wells
- Operation and maintenance of a landfill gas collection system

2.3 Map of General Area

A map of 28th St. Landfill and the immediate surroundings is shown in Appendix B. The City landfill occupies 172 acres and is approximately 15% impervious. The general environs include: the American River to the north; Capital City Freeway to the south; Southern Pacific Railroad tracks to the east; and industrial properties to the west. The site also includes approximately 18 acres of non-filled areas including levees and a buffer area between the landfill and the American River, a storm water retention area east of the landfill, and buffer areas adjacent to the Southern Pacific Railroad tracks east of the landfill.

2.4 Facility Layout and Specific Activities

The location of buildings, storage areas, and pervious areas are shown on the Site Map in Appendix B, and the associated activities are described below. The approximate location is noted in parenthesis based on grid annotation shown along the border of the Site Map.

Building A (E-6) is used for preventative maintenance for light-fleet vehicle and equipment, storage space, offices for Landfill Operations, staff locker room and rest rooms. Maintenance activities include: oil and fluid changes, tire rotation and replacement, and light replacements to vehicles and equipment. Examples of maintained equipment include: Go4s, lawnmowers, light-fleet vehicles, and ambulances. There are four rooms within this building used for storage: Head Start stores school-type supplies; Parks and Recreation stores aquatic supplies, some fertilizers, and miscellaneous park/playground equipment; Solid Waste stores equipment for landfill operations including pesticides and pesticide application equipment.

Building B (E/F-6) has indoor storage of miscellaneous office supplies. There is also an attached, outdoor storage area used to temporarily store miscellaneous building supplies as well as some temporary parking of light, mechanized equipment.

Building C (F/G-6/7) has been converted to a partially enclosed skate park. All runoff from within this building flow to the storm drain drop inlets located off the east end of building C. The storm drain discharges into the combined system.

The following storage areas are paved with asphalt or concrete:

Storage Area 1 (E-7) is managed by Parks and Recreation and is located along the northern edge and the northwest corner of the corporation yard. The northwest corner location contains rock, sand and soil stockpiles that Parks uses for playgrounds and park landscaping. The northern edge contains empty garbage and recycling cans used at parks or for special events.

Storage Area 2 (E-6) is also managed by Parks and Recreation, and is located along the western edge of Building A, there are wood pallets and empty five-gallon chlorine buckets.

Storage Area 3 (F-7) is managed Solid Waste and is along a section of the northern edge of the corporation yard. Solid Waste temporarily stores illegally dumped items, and roll-away garbage bins. There are also some miscellaneous wood, plastic, and metal items stored along the fence near the old bailer building (now the skate park).

The following areas are on a pervious surface:

Storage Area 4 (B/D-4) is managed by Solid Waste. This is a soil storage area within Unclassified Disposal Area A, and is used for maintaining the proper elevations of the landfill.

Hazardous Material Storage Area 1 (E-6) The city landfill possesses an above ground 1,000 gallon recycled oil storage tank, and is located off the west end of building A.

Hazardous Material Storage Area 2 (Fueling Area) (F-6) The diesel and unleaded fueling station is located off the east end of building A. There is a 4000 gallon diesel tank and a 2000 gasoline tank. The fueling area is uncovered, placed on a flat concrete pad, and equipped with an emergency shutoff switch and a spill kit; furthermore, the runoff from this location enters the combined sewer system.

The following sections are parking areas at the Corporation Yard:

Parking Area 1 (G-6/7) is managed by the Department of Parks and Recreation, and is located to the east of Building C. This parking is for the parking for Sutter's Landing Park activities.

Parking Area 2 (E/F-6) is located in front of Buildings A and B, and is staff parking for both Landfill staff and Fleet Management staff.

Parking Area 3 (F-6) is east of Building A and is used for employee parking. There is also large equipment that uses the parking area behind Building A. Surface runoff from all of these parking areas drains to the combined sewer system.

The following features and activities performed at this site are described but are not identified in Appendix B.

Groundwater extraction wells The purpose of the wells is to draw trace substance which have migrated off site back on site at the south property line and to maintain a slight gradient of fresh water near the property line to prevent further migration of groundwater from the landfill. Once the migration of trace substances has been controlled groundwater pumping will be reduced.

Leachate collection and recovery system was installed over WMU B's compacted liner. The collection piping drains to a collection sump/pump station at the west end of WMU B which is equipped with two 150-gallon per minute (gpm) pumps (one serving as back-up). The leachate pumps operate using a float control system, which ensures the sump is emptied when liquids accumulate to a pre-set level. Leachate is pumped out into the City of Sacramento's combined storm water/sanitary sewer system. The leachate quality is monitored on a regular basis.

Water Quality Monitoring Wells (19) are located at the landfill. The groundwater elevation is monitored once a month at each well and three wells are sampled monthly. All nineteen wells are sampled on a quarterly basis. The objectives of the monitoring wells are to track cleanup progress and ensure that groundwater contamination is not spreading further off-site.

Landfill gas collection system includes 100 interior extraction wells—82 interior extraction wells at WMU A and 18 at WMU B—and 66 perimeter extraction wells for migration control purposes. The interior extraction wells extend into the refuse mass to depths ranging from approximately 40 to 60 feet below ground surface, and the perimeter extraction wells are installed in a soil levee/berm along the southern fill perimeter. The Interior extraction wells within WMU A are under a lease agreement with Gas Recovery Systems, Incorporated (GRS) which captures the landfill gas for use as an alternate energy source. Landfill gas extracted from the perimeter system is combined with excess gas from WMU A and WMU B (i.e. landfill gas that is not used for cogeneration) and combusted in one of two ground flares maintained by GRS and the City. The location of the gas recovery system lies within the drainage area discharging to the combined sewer system.

2.5 Description of Storm Drainage System

The drainage system for the 28th St. Landfill is shown on the Site Map in Appendix B. The storm drain system at the landfill consists of open channels, detention basins, and storm drain piping. The storm and sewer systems are separate systems, but all sewer and most drainage discharges into the combined system at the intersection of 28th Street and E Street. For the purpose of this SWPPP, all piping systems for the site will be referred to as the combined sewer/stormwater system. Surface runoff that doesn't discharge into the combined sewer/stormwater system eventually discharges into the American River through a culvert, or is absorbed and evaporated by the Retention Pond. The map in Appendix B shows the drainage sheds and is summarized below.

- All paved areas and the western portion of the pervious areas drain into the combined sewer/stormwater system.
- The south west portions of the pervious area drains to the south where it is retained in a detention pond for sedimentation before discharging into the combined sewer/stormwater system.
- The north central portion drains north to a 12 inch CMP which discharges into a vegetated buffer strip adjacent to the American River.
- The north eastern portion of the landfill drains to the east where it is collected in a combined flood control/water quality detention basin that discharges into the American River.
- The south eastern portion of the pervious area drains to a retention pond located in the furthest, south east corner of the landfill where the runoff infiltrates into the soil.

Non-stormwater discharges from various operations at this site also contribute to the discharge flows into the combined sewer/stormwater, and these flows include:

- Groundwater from production wells.
- Leachate from WMU B (when sufficient amount of runoff present for sump pump to turn on which only occurs during heavy rain events).

- Condensate from methane recovery system.

2.6 Past Significant Spills and Leaks

There have been no known spill events experienced at the Landfill while it has been closed. Typically, the only areas of concern for spills would be on impervious surfaces which can impact storm water drainage systems and local water bodies. The fleet maintenance shop and fueling areas practice good housekeeping and spill response techniques to protect spills from entering the combined system. However, there has been record of the migration of landfill gas, and elevated levels of ammonia in soil found along the American River and south of the landfill near the Capital City Freeway. As a result, a passive landfill gas collection trench east of the active site was constructed to intercept any landfill gas migrating in that direction. In addition to controlling migration of combustible gases, the system serves as a corrective action measure to help prevent migration of gas-borne contaminants, principally volatile organic compounds (VOCs) that could otherwise migrate to groundwater.

3.0 DESCRIPTION OF POTENTIAL SOURCES OF POLLUTION

The following sections describe the potential pollutants and pollutant sources to storm water discharge at the City landfill. The site was designed and is operated in a manner that minimizes potential pollutants to the environment. For example, wet land detention basins were designed to treat runoff before it is discharged into the river. There is also a buffer strip between the discharge location and the American River. As described in greater detail in Section 4 of this Plan, management practices and employee training are utilized to the greatest extent possible to ensure that potential discharge of pollutants to storm water are minimized.

The following section describes the potential pollutants present at the facility and the estimated annual quantities of these pollutants in storm water.

3.1 Pervious Portion of Landfill Discharging to American River

The stormwater runoff discharged to the American River at the two locations shown in Appendix B is currently being monitored, and is limited to surface runoff from the landfill cover and access roads. Potential pollutants would be sediment and possibly some metals and herbicides bound to the sediments.

4.0 STEPS TO REDUCE NON-STORM WATER DISCHARGES

This section of the SWPPP describes the management and operating procedures utilized at the City landfill to control potential pollutants and minimize their possible impacts to storm water. The section includes discussions of structural source controls and facility management practices.

4.1 What are Best Management Practices?

Source Control

Storm water regulations state that BMPs are to be implemented in order to reduce the contamination, or potential for contamination, of storm water to the "maximum extent practicable" (MEP). The most effective, and usually least costly, BMPs are source control measures; for example, regular sweeping around the material bins and storage areas, and closing lids on dumpsters. More expensive source controls, like constructing a permanent cover over material storage areas, are most the most effective.

Treatment Controls

Treatment BMPs, such as storm water interceptors and detention basins are less desirable than source controls for two reasons: 1) they are more cost and maintenance intensive and 2) treatment means that the storm water has already become polluted. As demonstrated by this SWPPP, some treatment BMPs are probably unavoidable because of the nature of the activities at the CWTP; however, the SWPPP attempts to optimize the use of source controls.

4.2 Treatment Controls

4.2.1 Detention Basins

Detention Basin A is a wet detention basin designed for a 100-year, 24-hour precipitation conditions was constructed to retain runoff from the north eastern corner of the landfill before discharging into the American River, and is shown in Appendix B. The design incorporated water quality concerns by retaining the runoff to allow solids to settle. The sediment accumulated in the detention basin is removed on a routine basis.

Detention Basin B, as shown in Appendix B, has been constructed for the runoff flowing to the south west corner of the landfill; furthermore, it is similar in design to the north-east detention basin. Since discharging from this detention basin to the American River is not feasible, the runoff from this detention basin is discharged into the combine system.

4.2.2 Clay Liner

Once the landfill reached maximum capacity, a two foot thick base cover (rock and dirt) was placed over the final lift of refuse followed by a one foot clay cap and a one foot of cover soil. The clay cap reduces percolation down through the refuse and into the groundwater and leachate collection system. Consequently, surface runoff from the capped areas is usually increased. The detention basins discussed above were designed to control runoff from a large portion of the landfill. By preventing percolation, pollutants associated with the buried refuse are kept from commingling with the runoff.

4.2.3 Retention Pond

The Retention Pond is located in the south east corner of the landfill just north of Capitol City Freeway and just west of the Union Pacific Railroad. Surface runoff from a portion of the pervious area within WMU B collects within this retention pond where the runoff infiltrates into the soil.

4.3 Source Control

4.3.1 Erosion Control

A two foot layer of top soil is placed over the clay liner to promote the growth of vegetation. The landfill was seeded for vegetation once the top soil is placed; moreover, the vegetation selected requires minimum irrigation and maintenance needs. By covering bare land, soil erosion will be kept to a minimum and total suspended solids discharged to the river will be reduced. Additionally, these capped sections of the landfill are monitored and maintained to promote runoff and to prevent ponding.

4.3.2 Sump at Maintenance Facility – Drains to Sewer System

A sump was constructed in the wash rack, and is designed to settle out solids and other refuse before the waste water is discharged into the sanitary sewer system.

4.3.3 Training

Training sessions in the form of field visits and/or meetings will be conducted by Stormwater staff as needed. The goal of the training sessions will be to address BMP concerns and weed abatement practices.

5.0 MONITORING AND RECORD KEEPING

City Landfill personnel maintains a surface water monitoring program that complies with the General Industrial Storm Water Permit, ORDER NO. R5-2004-0039. A written Sample Collection and Analysis Plan (sampling plan) that complies with the Permit requirements and has been developed and is included as Appendix A. This written sampling plan identifies monitoring locations, constituents to sample, quality control/quality assurance of sample and sampling protocols. The sampling results will be reviewed as needed to evaluate implementation and effectiveness of BMPs (erosion control inspections vegetated slopes and detention basin inspections). The monitoring for the Landfill will include visual observations of the facility (i.e., vegetated slopes and surface water drainage structures), and storm water sample collection for analysis. These two components of monitoring are outlined below:

5.1 Visual Observations

5.1.1 Facility Inspection

Annually, prior to the anticipated rainy season, but no later than **15 September**, the Municipal Operations staff person from the Department of Utilities Stormwater Section and/or the Landfill staff will assess the north-eastern detention basin for damage.

Any necessary erosion control measures shall be implemented by 15 November; additionally, any construction, maintenance, or repairs of storm water management measures designed to prevent erosion or flooding of the facility and to prevent surface drainage from contacting or percolating through wastes shall also be completed by **15 November**.

5.1.2 Storm Events

Landfill staff will inspect the detention basin and drainage ditches for damage within 7 days following major storm events. Necessary interim repairs will be completed within 10 days of the inspection and permanent repairs are to be completed when feasible.

5.2 Monitoring of Storm Water

Landfill personnel will conduct monitoring at the specified sites when runoff from the facility has combined to form a definable runoff stream; moreover, adequate flow volume must be available for sample collection. See the Sample Collection and Analysis Plan contained within Appendix A.

5.3 Results of Water Quality Data Collected

A review of the water quality data for the landfill was conducted by Larry Walker and Associates (LWA) in November, 2007. Sampling data was prepared by the landfill staff, and consisted of raw data along with a statistical summary of that data. LWA reported that the data are generally within the expected range. The review of this data also revealed the need for a review of sampling procedures and analytical methods. The City has been evaluating the analytical methods, and has established QA/QC methods to be implemented (see Appendix A for the proposed QA/QC measures to be implemented).

5.4 Estimate of Annual Quantities of Potential Pollutants in Storm Water Runoff

Since QA/QC analysis for the data quality was not performed, it was not possible to draw definitive conclusions on the estimation of pollutant loads contained within the Landfill's storm-water runoff. Utilizing the given data and the professional judgment of the reviewer, average annual loads were calculated and are summarized as follows:

Estimated 28th Street Landfill Runoff Annual Average Load

Constituent	Concentration Units	Average Concentration	Average Annual Load	Load Units
Ag, dissolved	µg/L	3.3	56.8	grams
Al, dissolved	µg/L	909	15,645	grams
As, dissolved	µg/L	552	9,501	grams
Ba, dissolved	µg/L	66.9	1,151	grams
Be, dissolved	µg/L	1.9	32.7	grams
Cd, dissolved	µg/L	2.5	43.0	grams
CN, dissolved	µg/L	4.3	74.0	grams
Co, dissolved	µg/L	5.8	99.8	grams
Cr VI, dissolved	µg/L	4.1	70.6	grams
Cr, dissolved	µg/L	18.3	315.0	grams
Cu, dissolved	µg/L	14.2	244.4	grams
Hg, dissolved	µg/L	0.0667	1.1	grams
Mn, dissolved	µg/L	104.2	1,793	grams
Ni, dissolved	µg/L	1,045	17,986	grams
Pb, dissolved	µg/L	87.4	1,504	grams
Sb, dissolved	µg/L	18.3	315.0	grams
Se, dissolved	µg/L	314	5,404	grams
Sn, dissolved	µg/L	38.7	666.1	grams
Tl, dissolved	µg/L	84.1	1,447	grams
V, dissolved	µg/L	9.2	158.3	grams
Zn, dissolved	µg/L	193	3,322	grams
Chloride	mg/L	10.5	181	kilograms
COD	mg/L	79.6	1,370	kilograms
Nitrate	mg/L	1.43	24.6	kilograms
TDS	mg/L	254	4,372	kilograms
TSS	mg/L	39.7	683	kilograms
TOC	mg/L	23.62	407	kilograms

5.5 Record Keeping

Landfill staff retains records of all inspection and monitoring activities as dictated by Permit requirements. In addition to surface water monitoring and visual inspections, Landfill staff collects records for additional Permit requirements not associated with this SWPPP. The surface water monitoring records are included with all other records retained. Annual and semiannual reports for all monitoring activities are generated and submitted to the Regional Water Quality Control Board.

APPENDIX A

Storm Water Sample Collection and Analysis Plan

**City of Sacramento's 28th Street Landfill
Storm Water Sample Collection and Analysis Plan**

Objectives

The objectives of this storm water monitoring program developed for the City of Sacramento's closed Landfill is to ensure that all storm water discharges are in compliance with permit requirements of WDR Order No. R5-2004-0039. Since the majority of the runoff from this facility discharges to the combined sewer system, and only a portion of the capped landfill discharges to the American River, the potential pollutant load is minimized to sediment transported from the vegetated topography and any additional pollutants that could be bound to that sediment (i.e., metals, herbicides, etc.). This monitoring program includes: sample collection procedures; sample preservation information and shipment procedures; Sample quality assurance/quality control (QA/QC) procedures; and Chain of Custody control.

Sample Collection Procedures

Sampling Sites

Storm water sample collections are performed at the landfill's northern detention basin outfall to the American River, and the 12-inch corrugated metal pipe, which drains about 20% of the landfill area to the American River. The 12-inch pipe is slightly northeast and upstream of the landfill, and the detention basin outfall is located slightly northwest and downstream of the landfill. These two sampling locations are indicative of the quality and quantity of sheet flow runoff from this portion of the Landfill and are not commingled with runoff from surrounding areas. Locations of the sample sites are identified on the in Appendix B. Samples are collected and analyzed for the monitoring parameters in accordance with the frequency specified in Table I and methods specified in Table II.

Sample Identification and Labeling

Sample bottles and identification labels are supplied by the contracted lab, Calscience. The lab labels each of the various types of sample-collection bottles with the appropriate constituents to be analyzed for, and the sampling personnel only need to fill in the date and time on the labels.

Sample Collection

Storm water samples are collected after the first storm of the rainy season that produces significant flow and one other time during the wet season. Sampling is conducted during or shortly after storm events or when water is flowing in the drains. One set of grab samples will be taken at each site during each event. It is desired that these grab samples be collected during peak flow; however, due to the difficulty in predicting the time of peak flow, grab sampling during peak flow may be problematic. Once samples are

collected, samples must immediately be placed on ice and remain in ice until transferred to analytical laboratory.

Clean Sample Handling

“Clean sampling” techniques are required in the collection and handling of water samples in a way that does not result in contamination, loss, nor change in the chemical form of the analytes of interest. In order to reduce potential contamination, sample collection personnel will adhere to the following rules while collecting stormwater samples:

- No smoking while collecting samples.
- Never sample near a running vehicle. Do not park vehicles in immediate sample collection area (even non-running vehicles).
- Avoid allowing rainwater to drip from rain gear into sample bottles.
- Do not eat or drink during sample collection.
- Do not breath, sneeze or cough in the direction of an open sample bottle.
- Wear clean gloves when handling bailer, bottles, and caps.

Sampling Chain of Custody

All sample custody and transfer procedures will be based on EPA recommended procedures for documenting sample collection and handling processes. Samplers will adhere to proper custody and documentation procedures for all sampling activities. Chain of custody forms will be used to document the relevant information for each sample bottle and the transfer of bottles to the laboratory. Fill out chain of custody forms prior to each event leaving only the date and time of sample collection blank. Date the time of sample collection will be completed prior to transporting samples to the lab.

Transport to Lab

The primary method of sample delivery is for the samplers to deliver the samples to the lab directly. The contracted lab for these surface water samples is Calscience Environmental Laboratories, Inc. located at 7440 Lincoln Way, Garden Grove, CA 92841-1427

Sample Quality Assurance/Quality Control (QA/QC) Procedures

Quality assurance is the program that assures the reliability of the data, and quality control is the daily activities conducted to meet data quality goals. The importance of a QA/QC program is to increase reliability, credibility, and defensibility of data and decisions made based on the data. QA/QC samples will be collected to evaluate the consistency of sample collection and analyses. The following quality control samples may be analyzed during one of the monitoring events.

- Matrix Spike/Duplicate
- Field Duplicate

Matrix Spike/Duplicate (MS/MSD) give an indication of matrix interference, and laboratories are required to perform these at a frequency of 10%. MS/MSD samples are collected by obtaining additional sample volume; for example, if collecting a 1L volume for the sample then additional 1L is required for the MS and 1L for the MSD. The MS/MSD samples should have the same label designation as the sample itself and also marked as a MS/MSD.

Field Duplicate samples are collected by filling two bottles with the same sample and giving the field duplicate a fictitious name and collection time. The fictitious name and location shall be recorded in the field notes by the sampler.

TABLE I
SURFACE WATER MONITORING PROGRAM

<u>Parameter</u>	<u>Units</u>	<u>Frequency</u>
Field Parameters		
Temperature winter ¹	°C	Twice each
Electrical Conductivity winter ¹	µmhos/cm	Twice each
pH winter ¹	pH units	Twice each
Turbidity winter ¹	Turbidity units	Twice each
Monitoring Parameters		
Total Suspended Solids winter ¹	mg/L	Twice each
Total Dissolved Solids (TDS) winter ¹	mg/L	Twice each
Chloride winter ¹	mg/L	Twice each
Sulfate winter ¹	mg/L	Twice each
Nitrate as Nitrogen winter ¹	mg/L	Twice each
Bicarbonate Alkalinity winter ¹	mg/L	Twice each
Constituents of Concern		
Carbonate	mg/L	Annual
Chemical Oxygen Demand	mg/L	Annual
Total Organic Carbon	mg/L	Annual
Total Alkalinity	mg/L	Annual
Dissolved Oxygen	mg/L	Annual
Oil and Grease	mg/L	Annual
Inorganics (dissolved) ²	mg/L	Annual

1. Surface water samples are collected after the first storm of the rainy season that produces significant flow and during at least one other storm event in the wet season.
2. See Table II

TABLE II

**CONSTITUENTS OF CONCERN & APPROVED USEPA ANALYTICAL
METHODS**

<u>Field Parameters</u>	<u>Method</u>
pH	150.1
Electrical Conductivity	2510
<u>General Minerals</u>	<u>Method</u>
Bicarbonate	2310B
Chloride	300 (anion scan)
Nitrate – Nitrogen	300 (anion scan)
Sulfate	300 (anion scan)
Total Dissolved Solids (TDS)	2540C
<u>Inorganics (dissolved):</u>	<u>Method</u>
Aluminum	200.7/6010
Antimony	200.7/7041
Barium	200.7/6010
Beryllium	200.7/6010
Cadmium	200.7/7131A
Chromium	200.7/6010
Chromium VI ⁺	7199/1636
Cobalt	200.7/6010
Copper	200.7/6010
Silver	200.7/6010
Tin	200.7/6010
Vanadium	200.7/6010
Zinc	200.7/6010
Iron	200.7/6010
Manganese	200.7/6010
Arsenic	200.9/200.8
Lead	200.9/200.8
Mercury	7470A
Nickel	200.9/200.8
Selenium	200.9/200.8
Thallium	200.9/200.8
Cyanide	9010
Sulfide	9030
<u>Other Parameters</u>	<u>Method</u>
Total Organic Carbon	415.1
Total Alkalinity	310.1
Total Suspended Solids	160.1
Bicarbonate Alkalinity	130.2
Chemical Oxygen Demand	410.4
Dissolved Oxygen	360.1/360.2
Oil and Grease	5520/1664

APPENDIX B

Site Map



LEGEND

- 12" — DRAINAGE PIPE
- DRAINAGE SHED BOUNDARY
- OUTDOOR STORAGE AREAS
- HAZARDOUS MATERIAL STORAGE AREAS

REVISIONS				BENCH MARK		FIELD BOOK		CITY OF SACRAMENTO				CITY OF SACRAMENTO SWPPP's AND FPPP's				SHEET 1 OF 1 APPENDIX B	
NO. DESCRIPTION DATE BY				DESCRIPTION: ELEV: _____		SCALE: HORIZ: 1" = 200' VERT: 1" AT 100%		DEPARTMENT OF UTILITIES				28TH STREET LANDFILL					
								DRAWN BY: <u>MER</u> DESIGNED BY: <u>R. LIVINGSTON</u> CHECKED BY: _____				SITE MAP					
								DATE: <u>9/07</u> DATE: <u>9/07</u> R.C.E.: _____ DATE: <u>9/07</u>				APPENDIX B					
												2ND DRAFT				CCNO	

CITY OF SACRAMENTO

Sacramento River Water Treatment Plant

**FACILITY POLLUTION PREVENTION PLAN
(FPPP)**

Responsibility for FPPP Implementation:

Accepted by: Steve Willey 2/27/09
Steve Willey Date
Supervising Plant Operator
Phone: (916) 808-7406

*Prepared by: Roxanne Dilley, Assistant Civil Engineer
Engineering Services – Water Quality Section
and
Matt Rodgers, P.E., MRPE*

February 2009

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1.0 INTRODUCTION

The National Pollution Discharge Elimination System (NPDES) Storm Water Permit, administered by the Central Valley Regional Water Quality Control Board (Water Board), requires the City of Sacramento to regulate urban runoff entering into the storm drainage system and local waterways. The purpose of the permit is to protect water quality by reducing the amount of pollutants in the storm water from various urban land uses and activities. There are numerous programs being implemented by the City's Stormwater Quality Improvement Program (Stormwater Program) including those that minimize storm water pollution from new developments, construction sites, commercial and industrial facilities, and municipal activities.

To address potential pollutants entering the drainage system from public facilities containing material storage, vehicle/equipment maintenance, and vehicle/equipment washing activities, the City of Sacramento will implement pollution prevention measures as described within a Facility Pollution Prevention Plan (FPPP).

1.1 Purpose of the Facility Pollution Prevention Plan (FPPP)

The FPPP provides an extensive evaluation of Sacramento River Water Treatment Plant for potential activities that may result in storm-water-pollutant runoff and offers solutions to the problems presented. The FPPP is intended to serve as a blue print for implementation of best management practices (BMPs) to control pollutants within the site's runoff to the maximum extent practicable. The individual(s) responsible for the implementation of the FPPP will be identified, and Stormwater Program staff will inspect the facility annually to ensure proper BMP implementation.

1.2 Storm Water Audit at Sacramento River Water Treatment Plant

A storm water audit was conducted at Sacramento River Water Treatment Plant by Stormwater Program staff from the Department of Utilities/Engineering Services on October 22, 2008. The audit addressed the following areas: activities performed at the site, materials used and stored inside and outside, equipment and vehicles stored inside and outside, spill clean-up equipment, drainage system, and general comments.

1.3 Updating the FPPP

Initially, FPPPs will be updated annually during the first three years of implementation in order to address challenges and transitions. After the first three year period, updating will occur on an as needed basis (at least once per permit term) to reflect changes in activities that may adversely affect or improve storm water runoff. Any changes to the FPPP shall include the individual responsible for FPPP implementation (see cover), and Stormwater Program staff. The individual responsible for FPPP implementation shall review and request modifications to this FPPP from Stormwater Program staff as necessary to maintain conformance with actual practices and site layout.

2.0 DESCRIPTION OF SITE AND POTENTIAL SOURCES OF POLLUTION

Chapter Two contains: general information collected during the site audit, a description of NPDES regulated activities, and identification of potential pollution sources.

2.1 *General Nature of Facility Activities*

This facility is a conventional water treatment plant. Pre-treatment includes pre-chlorination, grit removal, coagulation flocculation and sedimentation. The water is then filtered and disinfected a second time. Post-treatment includes pH adjustment and fluoridation. A list of specific activities includes, but is not limited to:

- Pumping raw surface water from the Sacramento River for the purpose of municipal drinking water treatment
- Removing solids from the surface water
- Handling (drying and disposing of) water treatment plant residual solids
- Cleaning filtration system backwash water or filter wash water
- Storage of chemicals used to treat water
- Treatment of the water with chemicals
- Storage of treated water
- Maintenance of equipment
- Metal fabrication and machining activities for the purpose of maintenance of water treatment plant equipment and facilities
- Laboratory testing of water and related chemicals
- Administration

2.2 *Facility Layout and Specific Activities*

A map delineating the location of structures and their immediate surroundings, including drainage, landscaping, and storage areas are shown in Appendix A. Sacramento River Water Treatment Plant covers approximately 40 acres, and is approximately 70% impervious. Over 40% of the site collects and generally contains rain water in the normal water treatment process. Almost 60% is normally piped directly to the Sacramento or American River.

The following describes structures found at this location:

5 MG Filtered Water Storage (Reservoir 1) (G/7) This is the original underground structure where the treated water is stored and released into the City water distribution system. Diluted spent lime is transferred from the reservoir to the Sludge Lagoons. This structure also includes high lift pump stations.

9.5 MG Filtered Water Storage (Reservoir 2) (J/8) This is an above-ground structure where the treated water is stored and released into the City water distribution system. Diluted spent lime is

transferred from the reservoir to the Sludge Lagoons during triennial maintenance operations of the reservoir.

C/T Tank & Clearwell (Reservoir 3) (K/8) This is a 2.8 million gallon, split structure. The CT Basin is an underground portion of the structure where water is sent following filtration prior to going into Reservoirs 1 and 2. Chlorine is added to the water in the C/T Tank. Reservoir 3, the Clearwell, is the above-ground portion which also stores water prior to being released into the distribution system. Lime is added to the water in the Clearwell to adjust pH levels.

Alum and Caustic Soda Storage (G-H/2) See Hazardous Material Storage Area 6.

Boat Storage (H/6) Boats used for inspection and maintenance of the intake structure and collection of water monitoring samples are stored in this building.

Chemical Building (K-L/6-7) See Hazardous Material Storage Area 1.

Chemical Trench (Not shown on the site map) This is an entirely underground trench that is used to carry all chemical lines, electrical conduits, compressed air, utility water, sample lines, and the drain pipes for the drain water off of the Caustic Soda Storage and the Alum Storage containment areas. The trench begins in the Operations Building, heads west to the New 1 – 8 Filters, into the Chemical Building, then works its way south and west towards the Grit Basin area, and ends in the basement of the Coagulation Building. There are two sump areas, each with two pumps, for pumping spills that occur within the trench. The sump pumps discharges into the Plant Drain System which then flows into the FWW Lagoons. The Chemical Trench sumps are equipped with alarms and controlled by a Supervisory Control and Data Acquisition (SCADA) system for quick response to detected leaks and any pump failures within the trench.

Coagulation Building (G/2) See Hazardous Material Storage Area 5.

Electrical Building (F/7) See Outdoor Storage Area 3.

Filters (H-L/6) This includes the Old 1-8, Old 9-16, and New 1-8 filters and associated buildings. These structures filter the water from the Sedimentation Basins prior to chemical adjustments. Particles removed by the filters are transferred to the FWW Lagoons.

Filter Wash Water (FWW) Lagoons 1 & 2 (N/4-5) These structures were constructed of reinforced concrete (which has inherently low permeability), and constructed below grade with concrete walls extending above ground to prevent the contents from overflowing. The lagoons were designed to operate at a freeboard level designated by regulations (currently two feet), and levels are , at a minimum, visually monitored daily by staff gauges. Decant pumps automatically divert dewatered supernatant to the Flash Mix. Dilute alum residuals generated from the filter backwashing process is discharged to the FWW Lagoons for settling, decanting and solar drying. After the supernatant is decanted and the residuals begin to dry, it is mixed in the lagoon with a front-end loader to facilitate

drying. Best Management Practices (BMPs) are implemented to prevent track-out or migration of residual solids after mixing or loading/hauling operations (See BMP Summary Table in Chapter 3).

Flocculation/Sedimentation Basins (F-K/4) This includes the Basin 1, 2, and 3 Flocculation/Sedimentation Basins. The Flocculation/Sedimentation Basins are reinforced concrete structures where raw water conveyed from the Grit Basin is further treated. Sedimentation Basin 1 is covered, and the remaining basins are uncovered. Adding liquid aluminum sulfate (alum) and slow mixing to the treatment process allows for flocculation and sedimentation of suspended solids; this process creates an environment where suspended particles will stick together and sink. The flocculation and sedimentation process will remove only those particles that can settle within the detention time of the sedimentation basins; therefore, the water will then flow by gravity through the filters to further reduce the amount of suspended solids. Residuals are withdrawn from the bottom of basins 2 and 3, and sent to the Sludge Lagoons for drying and disposal. To remove residuals from Basin 1, the basin is emptied and manually cleaned; the residuals and waste water from basin one is sent to the sludge lagoons.

General Storage Building (F/6) This building stores pipes, fittings, valves, meters, and other miscellaneous plant parts and equipment. This building is directly connected to the High Service Pump Station.

Generator (F/6) This is the location of the backup generator that supplies electricity to the plant in the event of a power outage.

Grit Basin/Flash Mix Flow Split Structure (H-J/2) The Grit Basin is an above ground concrete structure. Water from the river is sent into this basin which is used to settle grit, sand and sediments. Approximately four to twenty cubic yards of solids are generated in the Grit Basin per week. At a point just prior to the Grit Basin, a pre-chlorination chlorine solution is introduced at a dose of 1.0 to 2.5 ppm (parts per million). After passing through the Grit Basin, water moves to the flash mixer, and into the plant. Residual waste from the Grit Basin is loaded into trucks and transported to the Sludge Lagoons. The truck loading area is covered and slopes to a drain that discharges to the sewer system.

Alum, chlorine, polymer, and caustic soda is added to the water in the Flash Mix portion of this structure. All chemical dosing procedures are based on the amount of incoming water being pumped. Water recycled from other parts of the process is also sent to the Flash Mix structure.

Head House (G/6) Contains a .25 MG storage of potable water for backwashing Old Filters 1-16. This structure also contains office spaces for City staff, a break room, locker facilities, and miscellaneous storage of process pumps, piping and equipment utilized for support of the water treatment process and for operation of Old Filters 1-16.

High Service Pump Station (HSPS) (F/6) This building houses the primary pumps that deliver

treated water from the reservoirs into the distribution system. The east and west sides of this building include general storage, lockers and a restroom for staff use. A flammable liquid cabinet is located inside the building near the northeast corner that provides containment for paint and primer stored therein.

Intake Structure (A/2) This structure stands in the Sacramento River and pumps water from the river directing it to the grit basin to begin the treatment process. All associated drainage associated with the intake structure goes directly to the Sacramento River, and runoff from the associated plaza flows into the storm drain system which discharges into the American River.

Machine Shop (F/7) Activities in this building include metal fabrication and welding. The purpose is to build the parts used throughout the facility. Welding and metal-fabrication equipment and associated supplies are utilized within this building. See Hazardous Material Storage 5 for hazardous materials stored in this building. Hosing of the pavement outside the machine shop was observed during the inspection, which runs-off along the surface to Bercut Drive and the public drainage system. Such discharges flow into a porous roadside ditch adjacent to Bercut Drive for several hundred feet before discharging into a drain inlet. The vegetated, roadside ditch provides filtration and infiltration for flows generated from rinsing activities performed in front of the Machine Shop, and such flows may infiltrate prior to entering underground drain pipes.

Oil Room (H-6) See Hazardous Material Storage Area 2.

Operations Building (L/6) This building is the primary location where plant operations are monitored and controlled. Primary uses include offices, control rooms, testing labs, conference/training rooms, and general administration. There is miscellaneous storage of plant parts in the basement of the Operations Building.

Sludge Lagoons 1, 2, 3 & 4 (K-M/4-5 & L-M/7-8) Sludge Lagoons 1, 2, and 3 are constructed and monitored similarly to the FWW Lagoons. Alum residuals from the Flocculation/Sedimentation Basins, and spent lime from Reservoirs 1, 2, and 3, are pumped to the Sludge Lagoons. The lagoons are dewatered using a top weir gate dewatering system, and decant is pumped and recycled into the Flash Mixer. Plumbing for discharge to the sanitary sewer system and to the drainage system exists, but the valve to the storm drainage system has been chained and locked to prevent accidental release to the storm drain system. Similar to the FWW Lagoons, residual solids are solar dried and mixed within the lagoons. Management of solids will be consistent with that mentioned in the above FWW Lagoons description.

Sludge Lagoon 4 is an earthen basin that was constructed above grade with 8-foot berms and 2.5 feet of freeboard. Similar to lagoons 1, 2, and 3, a top-weir-gate system is utilized for dewatering decant that is pumped and recycled in the Flash Mixer or discharged into the sanitary sewer. This basin is used for temporary storage of residuals that been removed from Sludge Lagoons 1, 2, and 3. The sludge may or may not be free-draining when transferred, and completes the drying process here

before being removed to an off-site landfill.

Sludge and FWW Lagoon Pump Station (M/5) This is the location that houses the Sludge Return (SLR) pumps, Sludge Decant (SLD) pumps, Wash Water Return (WWR) pumps, Wash Water Decant (WWD) pumps, Plant Drain pumps, and Storm Drain pumps. The purpose of these pumps are to take decant from sludge and recycle into the FWW, to take decant and recycle from FWW to the Flash Mix or sewer, to take flows from the plant drain system to the FWW Lagoons, and to take flows in the storm drain system to the Stormwater Swale.

South Barn Storage (K/2-3) This building houses miscellaneous equipment and supplies including portable pumps, hoses, compressors, paint (in flammable material cabinet on pallet), weed eaters, de-chlorination tablets, and chlorination granules.

Well Storage (F/6) This building houses well pumps and appurtenances.

The following section describes Hazardous Material Storage:

Hazardous Materials Storage Area 1 (L/6-7) is the Chemical Building. Inside this concrete building are storage tanks and associated pumping and piping equipment for chlorine gas, anionic and nonionic polymers, fluoride, caustic soda, and lime.. A Water Production Emergency Management Plan has been prepared for response to minor and major incidents. This building is divided into separate sections to accommodate each of the chemicals. Each section is equipped with particular precautionary measure for containment and alarms in case of a leak. Potential leaks and spills primarily occur within the containment area from storage tanks and associated pumping and piping of the individual chemical sections. Generally, the individual containment areas consist of a concrete pad tapered to flow to either a drain inlet that discharges to the Plant Drain System or a sump which hold the spill until properly disposed. The Plant Drain system has pumps which discharge flows from the Plant Drain System back into the FWW Lagoons where the WWR pumps decant water from the FWW Lagoons and pumps flow back to the Flash Mix structure.

Chlorine:

One-ton cylinders of gaseous chlorine are stored and used at this WTP; twelve cylinders are on-line or standby and stored on scales, and another twelve one-ton cylinders are stored on trunions. The danger of leaks is the most likely during change out of cylinders, a faulty or compromised gasket, or improperly placed connections. These types of leaks are rare and normally considered minor; however, a chlorine gas leak from these types of incidents can have a severe effect on local air quality, but may not necessarily impact water quality. The chlorine-storage area is equipped with an emergency chlorine scrubber and gas sensors. A red light attached to the outside of the building will illuminate and an audible horn will sound when a chlorine-gas leak is detected. The sensors will sound the alarm when a concentration of 1 ppm is detected, and the scrubber will be activated when a concentration of 2 ppm is detected. Also stored in the Chemical Building are 150-pound-chlorine cylinders (max of 14) used for numerous ground-water wells city wide. A Risk Management Plan

for Chlorine Handling has been implemented, and staff is trained annually.

Polymer:

There is a 750-gallon mixing tank, a 750-gallon ageing tank, 3 metering pumps and associated piping within a concrete secondary-containment structure. The mixing and aging tanks have floats that will sound an alarm if the fluid level rises above normal operating levels. The polymer tanks are equipped with an overflow pipe which will accommodate some overflow. In the event overflow exceeds the capacity of the overflow pipe, wet polymer will flow into the containment area. There are drains within the containment area which takes flow into the Plant Drain System.

Fluoride:

There are two fluoride 6000 gal. tanks, 2 metering pumps and associated piping within a concrete secondary-containment structure. The tanks are equipped with an electronic level and alarming system. The system is comprised of a light on the exterior of the building that illuminates and an alarm is sent to SCADA when the tank level exceeds normal operating levels. In the event of a leak, a float in the sump of the secondary-containment area sends an alarm to SCADA. There are no drains within the fluoride-containment area. Small leaks will be mechanically pumped by the operators and disposed of properly. In the event that there is a large spill, a trucking operation contracted with the City will respond to collect and transport the spill for proper disposal.

Caustic Soda:

The chlorine scrubber system has a 2 thousand gallon caustic soda storage reservoir. The entire system is within a concrete secondary-containment structure. The chlorine scrubber neutralizes chlorine gas leaks generated from the chlorine storage area, chlorinator room and the chlorinator repair shop. This scrubber section is not equipped with a leak detection system, but the containment area was designed for the total volume of the storage reservoir. Small leaks will be mechanically pumped by the operators and disposed of properly. In the event that there is a large spill, a trucking operation contracted with the City will respond to collect and transport the spill for proper disposal. The caustic soda section of the building is visually inspected once per shift.

Lime:

Another section of the Chemical Building consists of two 100,000 pound storage containers for lime. The lime is stored as powder, but then is slaked into a liquid form. There is no secondary-containment structure in this section of the building. Powder or liquid spills are hosed into the floor drains which discharges into the Plant Drain System. Large dry spills are swept up and disposed of properly. The lime section of the building is visually inspected once per shift.

Hazardous Materials Storage Area 2 (H-6) is known as the Oil Room. This room will contain several 55-gallon portable drums of: industrial oil, hydraulic oil, Engine oil, and gear compound. All new and used oil products for the site will be stored inside this building atop secondary containment pallets. Mobile drums are transported to and from other areas of the site as needed using mobile carts equipped with their own secondary containment. A spill kit is present.

Hazardous Materials Storage Area 3 (F/7) This storage area is located within the Machine shop. Hazardous materials stored in this building include gear lube, oxygen, compressed air, gold gas, propane, carbon dioxide, acetylene, and argon. The gasses are used for welding and metal fabrication.

Hazardous Materials Storage Area 4 (F/6) This is an Aboveground Storage Tank (AST) that was designed with double-walled containment. This tank stores fuel for a large diesel generator used primarily for emergency situations (power outages) so that the plant can continue to distribute water. The tank has a 6000-gallon capacity and usually contains less than 4000 gallons. There is a dispensing hose connected to the tank and can be used for daily refueling; however, it is not expected to be used for daily refueling. Occasionally, for rotating of fuel, the tank will be used for fueling of equipment.

Hazardous Materials Storage Area 5 (G/2) This is the Coagulation Building. Inside this concrete building are storage tanks and associate pumping and piping equipment for cationic polymer, alum, and Caustic Soda. Similar to the Chemical Building, this building is also separated into sections to accommodate each of the chemicals. Each section is equipped with particular precautionary measures for containment and alarms in case of a leak. Potential for leaks and spills primarily occurs within the associated pump and piping of the individual chemical sections. The individual containment areas consist of a concrete pad tapered to flow to a floor drain. Spill discharge to an attached outdoor containment area that can be pumped to the sewer. This outside containment area can hold several thousand gallons of spilled material and rain that falls directly into the containment area. Spilled liquid within the outside containment area is tested for pH prior to pumping into the sewer system. If the pH indicates that the spill is not appropriate for the sewer system, a contracted trucking operation will collect and properly dispose of the spill.

Aluminum sulfate:

Commonly referred to as alum. The alum-storage area consists of a 500-gallon day tank, three pumps and associated piping within a containment area. In the event of a spill wet alum will flow into the containment area. There are drains within the containment area which takes flow into the outside containment area.

Cationic Polymer:

There are several 250 gal. carboys, pumps, two 750 gal. mixing tanks, two 750 gal. aging tanks and associated piping within the containment area. The mixing and aging tanks have floats that will sound an alarm if the fluid level rises above normal operating levels. The polymer tanks are equipped with an overflow pipe which will accommodate some overflow. In the event overflow exceeds the capacity of the overflow pipe, wet polymer will flow into the containment area. There are drains within the containment area which takes flow into the outside containment area.

Caustic Soda:

Sodium hydroxide, commonly known as caustic soda, is used to adjust pH of the water. Adjustment of pH is necessary for the protection of the pipes within the plant and distribution system. <<further description>> Caustic soda inside the Coagulation Building is stored within 500-gallon day tanks<<containment area/precautionary measure description>>

Hazardous Materials Storage Area 6 (G-H/2) includes 5 large Alum and 2 Caustic Soda Tanks. Accidental spills and rainfall landing directly on the surrounding concrete pad is collected by drains that flow to the Coagulation Building's outside containment area. Spills from this location into the outside containment area handled the same as described in above.

The following outdoor storage areas are paved with asphalt or concrete:

Storage Area 1 (K/3-5) Is an outdoor storage area used for temporary storage of various pipes, fittings, wood and other general items. Items are stored all along the easterly edge of the Flocculation/Sedimentation Basins, and plant managers would like to not use this area for storage.

Storage Area 2 (F/6, J/6, L/6) Three locations where general refuse dumpsters are stored. The G/6 location is temporary, and will be removed shortly.

Storage Area 3 (F/7) Is used for storage of electrical equipment. The upper level houses the exposed plant transformer. The lower level provides covered storage for general electrical equipment. Scrap metal bins are stored uncovered immediately east of this storage structure.

Storage Area 5 (F/6) This storage area is covered. It is used to store small portable generators and a Bobcat immediately east of the well pump storage building.

The following section describes the parking lots at this facility:

Parking Area 1 (M-N/5-7) This parking area is used for employee and city vehicles as well as visitor parking. There are additional parking areas for City vehicles throughout the facility.

The following section describes the pervious areas of the facility:

Landscaped Areas:

Landscaped areas throughout the site include various grasses, trees, cobbles and shrubbery. Vegetation management is performed by contracted services operating under the maintenance provisions specified in the Landscape Maintenance Services General Specifications and Provisions. This document was updated in September 2008, and included Integrated Pest Management (IPM)

provisions for pest and vegetative management. The IPM program is intended to assure the quality and beauty of the facilities landscaping utilizing best horticultural/biological practices and least-toxic methods to facilitate a healthy landscape.

2.3 Description of Storm Drainage System

The site's storm drainage run-off flows to three different systems: The Sacramento/American Rivers, the plant drain system, and the public sanitary sewer system.

Sacramento & American River Runoff

The portion of the site that normally flows to the rivers totals over 22 acres,

- Approximately 3 acres along the westerly side of the site flows directly to Bercut drive where it runs northerly along the surface of a vegetated strip until it eventually combines with the freeway drainage system and gets pumped into Sump 111 which discharges into the American River just upstream of the confluence with the Sacramento River,
- About one acre, including a storm-water swale at the southwest corner, of the site is collected by drains connected to the up-stream end of a 30" pipe that discharges directly to the Sacramento River,
- About one-quarter acre located near the easterly entrance flows directly to the public drainage system in North "B" Street that eventually discharges to the American River,
- Half an acre or so along the north and northeast sides appears to flow through adjacent lots, and then to the aforementioned public drainage system,
- Over 7 acres in the central northern portion of the site flows to "The Moat", which surrounds the 9.5 MG water storage tank. The Moat is pumped into the site's primary storm drainage system, which includes another 10 +/- acres along the central eastern and southern portions of the site,
- That 17 acres flows to a sump at the northeast corner of Sludge Lagoon No. 3 where it is pumped to the aforementioned storm-water swale near the southwest corner of the site, which drains to the Sacramento River. In the event of a spill that contaminates the drainage in this 17 acre shed, the pumped flow can be redirected to the FWW Lagoons along with the plant drain system.

Plant Drain System Runoff

About 17 acres of storm runoff is collected by the various processes in the plant. Some of this collected rain water is treated in the normal treatment process. The remainder flows to the plant drain system. The plant drain system also collects flows from the chemical trench and inside buildings with interior drains that don't otherwise flow directly to the sewer.

The plant drain system normally pumps to the FWW Lagoons, but flows from the plant drainage system may be re-directed to the site's storm drainage system in an emergency. In such an event plant drain flows would discharge to the noted pond at the southwest corner of the site and then to the Sacramento River via the noted 30" pipe.

Public Sewer System Runoff

A couple small outdoor areas such as the Alum/Caustic Soda Storage and the Coagulation Building's outdoor containment areas discharge to the sanitary sewer system. The total area of storm water discharging to the public sewer includes about 0.1 acres.

2.4 Summary Table of Common Materials Used and Stored On-Site

Material	Purpose	Location	Likelihood of contact with storm water		
			High	Med	Low
Chlorine Gas	Treatment of the water (water disinfection)	Hazardous Material Storage Area 1 (Chemical Building), supernatant water and treated water			X
Compressed Air (nitrogen and oxygen)	Machine shop activities	Throughout the Plant			X
Acetylene, Argon, Carbon Dioxide, Oxygen, & Gold Gas (Argon & CO ₂ mixture)	Welding and cutting	Hazardous Material Storage Area 3 (Machine Shop)			X
Propane Gas	Forklift operation	Hazardous Materials Storage Area 3 (Machine Shop)			X
Hydrofluorosilic Acid and	Treatment of the water (water additive)	Hazardous Materials Storage Area 1 (Chemical Building)		X	
Lime	Treatment of the water (pH adjustment)	Hazardous Materials Storage Area 1 (Chemical Building) and lagoons		X	
Polymer	Treatment of the water (Aides in flocculation)	Hazardous Material Storage Area 1 (Chemical Building), Coagulation Building, and the lagoons		X	
Aluminum Sulphate (Alum)	Treatment of the water (aides in flocculation and filtration)	Hazardous Materials Storage Area 6 and Coagulation Building		X	
Sodium Hydroxide Solution (Caustic Soda)	Treatment of the water (chlorine adjustment)	Hazardous Material Storage Area 6, Coagulation Building, and the Chemical Building		X	
Polyaluminum Hydroxychloride (Multi component polymer blend)	Treatment of the water (aides in flocculation and coagulation)	Hazardous Materials Storage Area 5 (Coagulation Building)		X	
Various Oil Products (engine oil, industrial oil, hydraulic oil, etc.)	Equipment operation	Hazardous Material Storage Area 2 (Oil Room)		X	
Waste oil	Equipment operation	Hazardous Material Storage Area 2 (Oil Room)		X	
Gear Lube	Equipment operation	Hazardous Material Storage Area 2 (Machine Shop)		X	

Diesel	Fuel for the generator and loader	Hazardous Material Storage Area 4		X	
Steel	WTP equipment repair & maintenance	Machine Shop and Outdoor Storage Areas 3, 4, & 6	X		
Misc. Metals	WTP equipment repair & maintenance	Outdoor Storage Areas 1 and 4	X		
PVC glue	Miscellaneous WTP maintenance	Machine Shop			X
Wood	Miscellaneous WTP maintenance	Outdoor Storage Areas 1 and 6	X		

2.5 Preliminary List of Pollutants that may be found in Storm Water Runoff

Pollutant	Common Sources/Uses
pH	Elevated pH may result from masonry/concrete wastes, caustic soda, or lime releasing into drainage collection system. Low pH can result from a chlorine, fluoride or liquid aluminum sulfate spill releasing into the drainage collection system, or improper handling of battery acids.
Nutrients (compounds that contain nitrogen, phosphorous and potassium)	Detergents from vehicle & equipment washing and steam cleaning. Dumping of janitorial wastewater. Over irrigation of fertilized landscape.
Oil, Grease, Petroleum & Hydrocarbons	Vehicle & equipment parking, fueling, washing, steam cleaning, and repair. Outdoor loading & unloading of materials, and waste handling & disposal.
Bacteria	Waste handling & disposal (Dumpsters)
Metals (problematic metals dissolved in water include chromium, copper, lead, and Zinc. Other metals specific to water treatment processes include lead, manganese, molybdenum, silver, and thallium)	Vehicle & equipment parking, outdoor loading & unloading of materials, and waste handling & disposal. Mostly associated with motor vehicles, including direct atmospheric deposition from exhaust emissions, dripping or improperly transferred oil and lubricants, tire wear, brake lining wear and degradation of pavement. Other metals associated with the water treatment plant are derived from accidental discharges during solids handling /transport, mechanical failure of decant system (equipment, piping, and pumps), or overflow of the lagoons.
Sediment (Total Suspended Solids/Total Dissolved Solids)	Vehicle & equipment washing and steam cleaning, exposed landscaped areas, accidental discharge from drying lagoons, and accumulated debris within parking areas
Oxygen-Demanding Substances (Organic compounds)	Vehicle & equipment washing and steam cleaning, and waste handling & disposal. Generally occurs from improperly discarded wash water, litter and garbage, and leaking garbage bins.
Synthetic Organics (Adhesives, cleaners, sealants, solvents, etc.)	Vehicle & equipment fueling, washing, steam cleaning, and repairs. Outdoor loading & unloading of materials, and waste handling & disposal.
Gross Pollutants (trash, debris, floatables)	Outdoor loading & unloading of materials, and waste handling & disposal.

3.0 STEPS TO REDUCE NON-STORM WATER DISCHARGES

This section takes a look at the existing measures being implemented, either by design or coincidence that are preventing or reducing storm water pollution. Based on the existing measures and the priority pollutant sources identified in the above section, new Best Management Practices (BMPs) are identified and an implementation schedule is established.

3.1 Implementation Schedule

All non-structural BMPs (those that do not involve any major construction) should be implemented as soon as possible after approving this plan. Any structural BMPs should be evaluated and budgeted for in the following fiscal years.

3.2 BMP Summary Table

The following table provides a summary of the existing and new BMPs and indicates the schedule of implementation.

BMP	PRIORITY	CURRENT BMPs	NEW BMPs	IMPLEMENTATION SCHEDULE		
				FY 09	FY 10	FY 11
Good Housekeeping Practices (storage, use, and cleanup):						
Areas are kept clean and organized. Remove accumulated debris in a timely fashion, and sweep indoor work areas regularly.	2	X				
Avoid hosing down outside work areas discharging to the drainage system.	2	X				
Keep parking areas free from trash and debris.	2	X				
Dispose of used fluids, wash water, sweepings, and other debris properly.	1	X				
Proper Storage of Hazardous Materials/ Wastes - Covered and /or Secondary Containment	1	X				
Dispose of all waste materials according to applicable laws and regulations.	2	X				
Keep janitorial and maintenance oriented chemicals in their original containers, and keep them well labeled.	2	X				
Discard janitorial oriented wash water to the sanitary sewer.	1	X				
Check dumpsters on a regular basis for leaks, and keep lids closed during the rain season (October 1 – May 1).	2		X	X		
Indoor and Outdoor storage containers are checked for damage or leaks on a monthly basis.	2	X				
Ensure storm drain stenciling/markings are installed and legible.	3		X		X	
Clean targeted storm drain inlets & leads once prior to the rain season.	2		X			

BMP	PRIORITY	CURRENT BMPs	NEW BMPs	IMPLEMENTATION SCHEDULE		
				FY 09	FY 10	FY 11
Facility and Equipment						
Switch to low-toxic chemicals for facility maintenance when possible.	3	X				
Minimize use of solvents. Clean parts without using solvents whenever possible.	2	X				
Prohibit the discharge of wastes, including supernatant water and residuals/sludge, to surface waters or drainage collection system.	1	X				
Operate all systems and equipment to optimize the quality of the waste discharged to the lagoons.	2	X				
All treatment, storage, and disposal facilities are designed, constructed, operated, and maintained to prevent inundation or washout due to floods with a 100-year return frequency.	3	X				
All lagoons maintain regulated freeboard levels to prevent overflow, and visual monitoring of staff gauges is performed to ensure freeboard levels are maintained.	1	X				
The concrete liner of each pond and lagoon is inspected at least once per year for cracking, spalling or other damage.	2	X				
Equipment is properly maintained to reduce the potential for negative environmental impacts.	2	X				
Whenever visible tracking occurs on the roadway between sludge lagoon areas, a street sweeper is brought in to clean debris to prevent it from entering the storm drain	2	X				
The front loader is hosed down in lagoons to minimize tracking.	3	X				
Security Measures						
Facility is fenced and equipped with a security gate and security cameras.	2	X				
Maintenance and storage areas are locked when not in use	3	X				
Master flow and drain valve locks so that they remain in the closed position during non-operating or non-standby status.	3	X				
Starter control on the pump associated with the diesel AST is locked and in the “off” position and accessible only to authorized personnel when fuel pump is in a non-operating or non-standby status.	3	X				
Only authorized personnel can gain access to fuel dispenser	3	X				

BMP	PRIORITY	CURRENT BMPS	NEW BMPS	IMPLEMENTATION SCHEDULE		
				FY 09	FY 10	FY 11
Spill Prevention						
Hazardous Materials Plan for inventoried materials in place.	3	X				
Spill Prevention Control and Countermeasure Plan in place, and addresses petroleum products handled and stored on site.	3	X				
Waste Discharge Requirements (WDR) for residuals management in place, and associated waste management plans developed or under development.	3	X				
Spill control material (e.g., sorbent pads, flexible mats for sealing drains, and brooms) are available, and staff knows how to properly contain and cleanup a spill.	1		X	X		
Implement best management practices associated with the Spill Prevention Control and Countermeasure Plan (hydrocarbons):						
Oil delivery contractors and waste oil removal contractors have their delivery procedures and spill response plans on file with the City, and attached to the SPCC.	3		X		X	
Tank-filling operations are normally conducted during daylight hours, and the driver remains with the truck during the entire loading/unloading operation.	1	X				
Aboveground Storage Tank (AST) is double-walled and meets secondary containment requirements.	1	X				
AST are visually inspected weekly.	2	X				
Periodically test the AST for integrity with not more than two years between tests or when material repairs are completed.	3	X				
Aboveground valves and gauges (fuel dispenser) are visually observed monthly.	3	X				
Oil storage units are kept in good condition, and inspected regularly.	2	X				
Any indication of deterioration or leakage that may cause a spill or accumulation of fuel or oil inside the containment areas will be reported to appropriate personnel.	1	X				
Implement best management practices as described in the Water Production Emergency Management Plan to prevent hazardous-materials releases resulting from internal operations at the plant:						
Fluoride system is designed with secondary.	3	X				
Chlorine-gas storage area is equipped with a leak detector, a leak indicator light outside the building, and an audible alarm sounds a horn. Small, localized release of chlorine gas may also be detected by physical observations including seeing, smelling, or hearing. A Risk Management Plan for Handling Chlorine gas is also implemented.	3	X				
Loading operator and plant staff are present during connection and pumping operations of lime into tanks via internal plumbing into top of tanks inside the Chemical Building. Truck-loading location and connection located outside of building.	2	X				
Section of Chemical Building where lime is stored contains a dust collection system for powdered lime.	3	X				

BMP	PRIORITY	CURRENT BMPS	NEW BMPS	IMPLEMENTATION SCHEDULE		
				FY 09	FY 10	FY 11
Implement best management practices associated with the Accidental Discharge Plan required by the WDR:						
BMPs (gravel bags, sand bags, straw bails, wattles, and inlet covers) are readily available and staff is trained on proper installation, inspection and maintenance of these BMPs.	1		X	X		
Residual lagoons will be inspected weekly during the rain season for any type of potential accidental spills from the lagoon areas that may impact the drainage collection system, and the lagoons and temporary storage locations will be inspected monthly during the dry months.	1		X		X	
Lagoon areas will be inspected daily for tracking or accidental spills during hauling operations.	2		X	X		
Residual hauling routes are to be swept after hauling has been completed.	1		X	X		
Most loading activities occur inside the lagoons.	1	X				
Mud-laden loader is washed inside a lagoon to minimize tracking on roadways.	1	X				
Solids loaded into truck beds are packed flat by the loader so that solids are at least 3-4 inches below the highest point of the truck-bed sidewall to prevent material from spilling out. If available, solids with higher moisture content are packed on the top layer of drier solids to prevent dust from occurring during transport.	2	X				
Select drain inlets will be vactored annually (each November).	2		X		X	
To ensure decant-water is always adequately controlled within the plant's containment areas, there is on-site Plant Operations staff monitoring the decant process 24 hrs/day. Plant staff utilizes SCADA controls and operating system which will alarm when a problem is detected.	1	X				
Plant staff visually inspects (using video inspection if necessary) decant equipment periodically.	2	X				
24-hour, on-call maintenance staff are available to fix equipment, piping, and pumps when necessary.	3	X				
The backwash process of the filters only proceeds when the FWW Lagoons are at a level of at most two feet (current regulated level) under the highest overflow elevation.	2	X				
Annual maintenance reviews and inspections of the lagoon decant equipment, piping, and pumps established under the City's Computerized Maintenance Management System (CMMS)	3	X				

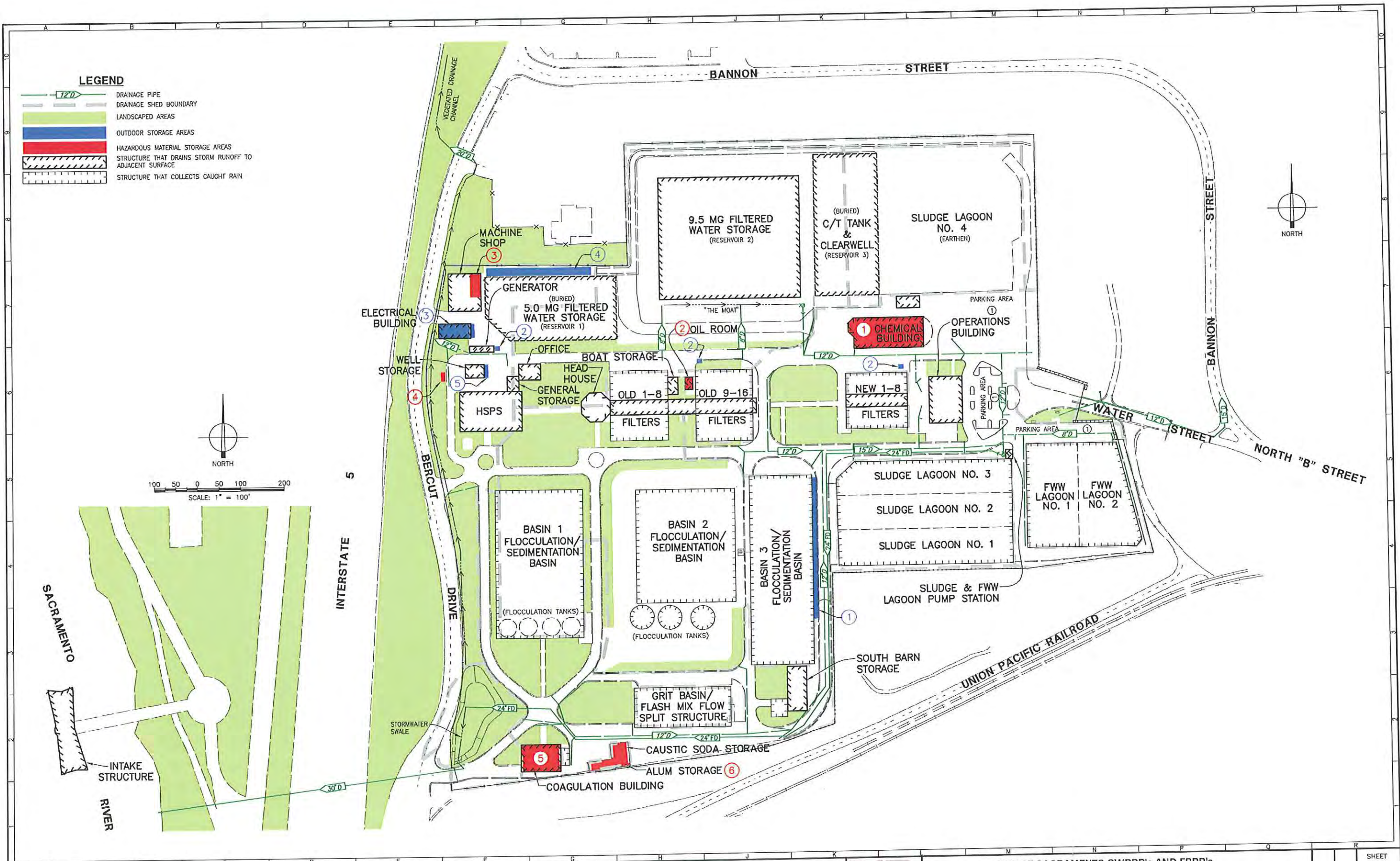
BMP	PRIORITY	CURRENT BMPS	NEW BMPS	IMPLEMENTATION SCHEDULE		
				FY 09	FY 10	FY 11
Spill Control and Cleanup						
Implement containment and cleanup practices associated with the Spill Prevention Control and Countermeasure Plan (Hydrocarbons):						
Upon discovery of a spill staff should immediately take appropriate steps to stop the discharge.	1	X				
Apply absorbent material to surface of the liquid, reapplying until all liquid is absorbed.	1	X				
Use cones, tape or signs as needed to isolate spill from human and vehicular contact.	1	X				
Cleanup absorbent material with stiff brooms and shovels and place in approved waste containers.	2	X				
For large spills, call for assistance from the cleanup company which has a formal agreement with the facility as necessary.	2	X				
After completion of cleanup, contaminated absorbents and personal protective equipment will be containerized for transport and disposal in accordance with local, state and federal regulations.	2	X				
Implement containment and cleanup practices as described in the Water Production Emergency Management Plan for hazardous materials releases resulting from internal operations at the plant:						
Emergency response to unexpected release of chlorine gas is only performed by certified, trained employees.	3	X				
Small spills of fluoride can either be allowed to evaporate or can be rinsed down with water.	3	X				
Large spills within the secondary containment structure of the fluoride tanks will need be pumped out and disposed of properly.	2	X				
Small spills occurring within Feed Building will be pumped out into plastic drums and disposed of appropriately.	2	X				
Implement containment and cleanup practices associated with the Accidental Discharge Plan required by the WDR:						
BMPs in place (weighted wattles, staked wattles, inlet covers and gravel bags) to prevent solids from entering the drainage system.	1	X				
Small residual spills are handled with shovels, brooms and/or a sweeper truck.	1	X				
Large residual spills are handled with the loader, shovels, brooms, and a sweeper truck. The spilled residuals are then returned into a truck, lagoon, or storage pile.	1	X				
In the event of a decant-water discharge into the drainage system, Plant Operations will stop the decant process and call maintenance staff to facilitate immediate repairs.	1	X				
After a decant-water-discharge event, any solids remaining in the gutters after filtering through gravel bags and wattles will be removed using a combination of a loader, shovels, brooms, and sweeper trucks (whichever is most appropriate for the clean-up efforts). The solids material will be returned to the functioning lagoon.	1	X				

BMP	PRIORITY	CURRENT BMPS	NEW BMPS	IMPLEMENTATION SCHEDULE		
				FY 09	FY 10	FY 11
Training						
Continually expand knowledge of Best Management Practices	2	X				
Training on FPPP	3	X				
Stormwater Program Training	3	X				
Annual SPCC and precautionary measure training	3	X				

APPENDIX A

1 - Overall Site Exhibit

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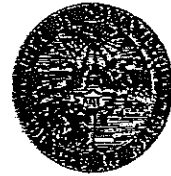
REVISIONS				BENCH MARK		FIELD BOOK		CITY OF SACRAMENTO DEPARTMENT OF UTILITIES			CITY OF SACRAMENTO SWPPP's AND FPPP's SACRAMENTO WATER TREATMENT PLANT APPENDIX A			SHEET 1 OF 1	
NO.	DESCRIPTION	DATE	BY	DESCRIPTION	ELEV.	SCALE:	SCALE:	DRAWN BY:	DESIGNED BY:	CHECKED BY:	R.C.E.:	DATE:	DATE:	DATE:	CCNO
						HORIZ: 1"=100'	1" AT 100%	MER	R. DILLEY						
						VERT: 1"=100'		DATE: 2/09	DATE: 2/09						

APPENDIX B

Spill Prevention Control & Countermeasure Plan

1. The first part of the document is a list of the names of the persons who have been appointed to the various offices of the city.

2. The second part of the document is a list of the names of the persons who have been appointed to the various offices of the city.



City of Sacramento
California
Department of Utilities



Plant Services Division

1395 35th Avenue
Sacramento, CA 95822

**Sacramento River
Water Treatment Plant
Spill Prevention Control
and Countermeasure Plan**

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Table 1 - Bulk Storage Tanks

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Emergency and Agency Telephone Numbers

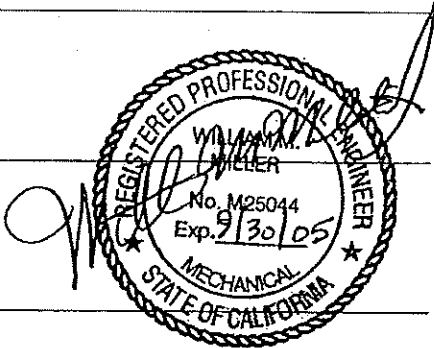
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Facility Site Map

Section 1: SPCC Plan Review – 40 CFR 112

In accordance with 40 CFR 112.5(b), a review and evaluation of this Spill Prevention Control and Countermeasure Plan (SPCC Plan) is conducted at least once every five years. A registered professional engineer, in accordance with Section 112.3(d), shall certify all substantive technical amendments to the plan. Evidence of these reviews and applicable certifications is recorded in the table below. (Note: Administrative modifications are made, as appropriate, to ensure the accuracy of plan information in response to modifications in the assignment of personnel or contact information [e.g., telephone numbers]).

Date	Reason for Review	SPCC Coordinator's Name and Initials	Professional Engineer's Name and Initials
7-3-04		<i>Ken</i> Kathy Mullen	WILLIAM M. MILLER, JR <i>BM</i>



Section 2: Management Approval – 40 CFR 112.7

This SPCC Plan is fully approved by the management of the City of Sacramento, Plant Services Division, which will provide all the necessary funds and manpower to fully implement the plan as it is described in this document.

Kathy Mullen
Signature

9-3-04
Date

Kathy Mullen
Name

Water & Sewer Supt.
Title

Section 3: Facility Information

Facility Name: Sacramento River Water Treatment Plant

Telephone Number: (916) 808-4961

Facility Address: 1 Water Street
Sacramento, CA 95814

Latitude and Longitude: 38.5919, -121.5026

Owner/Operator Name: City of Sacramento
Sacramento River Water Treatment Plant
1 Water Street
Sacramento, CA 95814
Sacramento County
(916) 808-4961

Contact Name and Title: Kathy Mullen, Water and Sewer Superintendent

Contact Telephone Number: 916 808-3105

Facility Description: The Sacramento River Water Treatment Plant is a drinking water treatment facility. This treatment plant, located northwest of the City's downtown area and near the confluence of the American and Sacramento Rivers, is a conventional treatment process, denoted by chemical coagulation, flocculation, sedimentation, filtration, and disinfection. The original plant was placed in operation in 1924.

a. Facility Operations

The treatment plant is a 24-hour operation, which takes raw water from the Sacramento River and processes it in to drinking water. The plant is capable of delivering up to 160 million gallons per day.

b. Facility Storage

The treatment plant has one above ground storage tank containing diesel oil. This tank is fuel storage for the large diesel generator. It is located just north of the pump house. The tank has a 6000-gallon capacity and usually contains less than 4000 gallons. It is double walled and provides 100 percent containment. There is a dispensing hose connected to the tank and can be use to refuel

equipment; however, it is not expected to be used for daily refueling. Occasionally, for rotation of fuel, the tank will be used for fueling of equipment. The generator is for emergencies and only for use during power outages. Water must continue to be supplied to the citizens of the City of Sacramento even in emergency situations.

- c. **Drainage Pathway and Distance to Navigable Waters**
The Sacramento Water Treatment Plant is located one half mile east of the Sacramento River and one mile south of the American River. The Sacramento Water Treatment Plant is separated from the Sacramento River by the Interstate 5 freeway.

The only option for a spill to get to the rivers is via the storm drains. There are five storm drainage inlets located near the diesel tank. The three to the north gravity feed to Bercut Drive. The two to the south are further away from the tank (about 40 yards) and are less likely to be involved if there was a spill. Therefore, in the unlikely event of a catastrophic release, all storm drains will be protected, either by sandbags, plastic or some other way.

List of Aboveground Storage Tanks:

Tank I.D.	Volume (gallons)	Contents
Generator fuel tank	6000	Diesel
55 gal drums	550	oil
Total Volume:6550		

Section 4: Spill History – 40 CFR 112.4(a)

The Sacramento River Plant has experienced no known spill event, as defined in 40 CFR 112.1(b).

Section 5: Potential Discharges -- 40 CFR 112.7(b)

Source	Type of Failure	Volume	Rate	Direction of Flow	Containment
Diesel storage	Rupture of primary containment; leakage.	6000	Rate of flow will vary.	Flow will move to the west and north on Bercut.	Oil absorbent booms will be placed around the spill area and pumped into drums. Mats will be used to seal storm drains.
Primary truck loading operations.	Leakage at hose connection.	Capacity of recovery truck: 6,500 gallons (max)	Rate will vary depending on delivery system and pumping capacity.	Flow will move to the west and north on Bercut.	Curbs, gutters and street grade provide containment when drain inlet mats are in place.
Oil storage room.	Barrels rupture or tip over.	A maximum of 10 drums of 55 gallons each.	About 1 gallon per minute.	All directions. Floor is level.	Drums are stored atop portable secondary containment vessels.

Section 6: Containment and Diversionary Structures
 -40 CFR 112.7(c) and (d)

Secondary containment and diversionary structures at Sacramento River Water Treatment Plant are described in Table 1. ASTs are double-walled tanks and meet the secondary containment requirement. In addition to visual inspections, the facility will periodically test the ASTs for integrity (40 CFR 112.8(c)(6)). Test shall occur not more than two years between tests or when material repairs are completed.

A spill of 110 gallons or less at this facility would generally be contained within the paved facility boundary and would require implementation of cleanup measures. Spill control material (e.g., sorbent pads, flexible mats for sealing drains, and brooms) are available at the facility in a spill response kit.

A demonstration of impracticality in accordance with 40CFR 112.7(d) is not applicable.

Section 7: Applicable Guidelines – 40 CFR 112.7 and 112.8

7.1 Facility Drainage – 40 CFR 112.8(b)(1)

7.1.1 Facility Drainage Systems from Diked Areas

Storm water flows by sheet flow, into various Stormwater drainage inlets located in and around areas of the facility. Potential pollutants (oil, unleaded gasoline and diesel) are accumulated and would flow, by sheet flow, into drainage inlets to the City's storm water collection system if unchecked.

7.1.2 Final Discharge of Drainage

Stormwater sheet flows enter various Stormwater drainage inlets located in and around areas of the facility. Potential pollutants (oil, unleaded gasoline and diesel) are accumulated and would flow, by sheet flow, into drainage inlets to the City's combined sanitary sewer collection system.

7.1.3 Facility Drainage Systems and Equipment

Washwater generated during equipment cleaning activities flows to a sump equipped with an oil/water separator. Washwater enters the oil/water separator prior to discharging to the City's combined sewer collection system. Stormwater gravity flows to Bercut Drive, where it enters the City's storm water collection system.

7.2 Bulk Storage Tanks – 40 CFR 112.8(c)(2)

7.2.1 Material and Construction

Fuel and oil storage ASTs located onsite are described in Table 1. This table includes the storage content, size, materials or construction, and fail-safe engineering features of each tank onsite.

All tanks reportedly are constructed according to American Petroleum Institute, American Society for Testing and Materials, or Underwriters Laboratory specifications. Tank materials and construction reportedly are compatible with the stored products at the temperature and pressure at which storage occurs.

7.2.2 Secondary Containment

Secondary containment for each tank is described in Table 1. All of the ASTs are double-walled tanks constructed in accordance with nationally accepted industry standards.

7.2.3 Drainage of Stormwater

Stormwater runoff discharges off the roof of the buildings and from direct surface deposition onsite. Stormwater sheet flows to the drop inlets located throughout the facility. Runoff from the ground also discharges to drop inlets discharging to the City's storm collection system.

7.2.4 Underground Storage Tanks

Underground storage tanks are not located at the facility.

7.2.5 Partially Buried Storage Tanks

Partially buried storage tanks are not located at the facility.

7.2.6 Aboveground Storage Tanks

Visual inspections of the tanks will be performed weekly during normal activities at the facility. Aboveground valves and gauges will be visually observed monthly. Any indication of deterioration or leakage that may cause a spill or accumulation of fuel or oil inside the containment areas will be reported to appropriate personnel. A documented inspection of the tanks and secondary containment systems will be completed monthly. Tank inspections and any corrective action work orders will be tracked using AST inspection forms. Completed inspection forms will be kept in the facility's office files and retained for at least three years.

In addition to visual inspection, the facility will periodically test the ASTs for integrity. Testing shall occur with not more than two years between tests or when material repairs are completed.

7.2.7 Heating Coils

Tanks equipped with heating coils are not located at the facility.

7.2.8 Fail-Safe Engineering

The generator fuel storage tank is equipped with gauges to determine the fill levels and to detect leaks between the inner and outer walls. Float gages are located at the top of the tank to indicate fluid levels.

7.2.9 Visible Oil Leaks

If visible oil leaks from tank seams, gaskets, rivets and bolts are observed that may cause significant accumulation of oil in containment areas, any oil will be promptly cleaned and leaks will be investigated and corrected.

7.2.10 Mobile or Portable Oil Storage Tanks

Fifty-five gallon drums containing oil, lubricants or anti-freeze are stored at the facility in the oil storage building (Figure 1). If a leak were to occur, the spill would be contained by the secondary containment pallets first, and the buildings secondary containment curbs second. Spilled product would be removed by using a portable pump and/or absorbent materials.

7.3 Facility Tank Car and Tank Truck Loading/Unloading – 40 CFR 112.7(h)

Tank truck loading/unloading procedures meet the minimum requirements and regulations of the U.S. Department of Transportation. The driver remains with the truck during the entire loading/unloading operation.

The primary tank truck loading/unloading area is located at the tank. The area is paved and drains to drop inlets. These inlets will be sealed with rubber mats during transfer operations.

Signs will be posted reminding drivers not to overfill or “top off” their tanks and to prevent vehicles from departing before complete disconnection of flexible or fixed transfer lines. Additionally, drains and outlets on tank trucks are checked for leakage before loading/unloading or departure.

7.4 Inspections and Records – 40 CFR 112.7(e)

Inspections are conducted on a monthly schedule in accordance with written procedures developed for this facility. Completed forms are to be maintained by Maintenance Personnel for at least three years.

7.5 Security – 40 112.7(g)

The facility is equipped with the following security measures:

- The entire facility is fully fenced and the entrance gates are locked when not in use.
- Tank-filling operations are normally conducted during daylight hours and maintenance staff periodically inspects oil storage and fueling areas.
- Master flow and drain valves have locks so that they remain in the closed position during non-operating or non-standby status.
- Starter controls on each pump are locked and in the “off” position and accessible only to authorized personnel when pump is in a non-operating or non-standby status.

7.6 Personnel, Training and Spill Prevention Procedures – 40 CFR 112.7(f)

The facility has determined that Operations and Maintenance will be accountable for oil spill prevention. The designated person is Steve Willey.

The SPCC Plan will be included in the Operations/Maintenance Training Program. A training sign-off sheet for attendance of this training will be included at the completion of every training session. Records of training will be kept in the division’s “Training Tracker Software”.

Once a year, training will include the SPCC Plan and will provide training in known spill events or failures, malfunctioning components, and recently developed precautionary measures.

Section 8: Spill Contingency Plan

8.1 Authorities and Responsibilities

The following discussion defines the authorities and responsibilities of personnel as they pertain specifically to spills and associated emergencies.

8.1.1 Primary Emergency Coordinator

The Primary Emergency Coordinator is Steve Willey. The Primary Emergency Coordinator is responsible for coordinating emergency response measures at the facility. The Primary Emergency Coordinator is familiar with the facility's contingency plan, operations and activities at the facility, the location of records for the facility and the facility layout. This person has the authority to commit resources needed to carry out the contingency plan and the responsibility to respond to the emergencies as described in this SPCC Plan.

8.1.2 Alternate Emergency Coordinators

In the event of an emergency in which the Primary Emergency Coordinator is not available, Mary Krizanosky, assumes the role of Alternate Emergency Coordinator. The Alternate Emergency Coordinator will coordinate with the Primary Emergency Coordinator or act in their behalf. The Alternate Emergency Coordinator is familiar with the facility's contingency plan, operations and activities at the facility, the location of records for the facility and the facility layout. This individual also has the authority to commit the resources needed to carry out the contingency plan and the responsibility to respond to the emergency as described in the SPCC Plan.

8.1.3 Employee at the Scene

Employees are instructed to call the Primary Emergency Coordinator, or the Alternate Emergency Coordinator, when a spill is observed and take preventive measures to control the spread of spilled material.

8.2 Response Procedures for Spills

8.2.1 Notification

Upon discovery of an oil spill, the Emergency Coordinator is to be notified. The Emergency Coordinator will contact the Emergency Response Contractor, and the appropriate government agencies, when it is a non-contained reportable spill of 42 gallons or more. Spills are not reportable if they occur within an impervious surface or are otherwise contained. The Emergency Coordinator will prepare written reports required by the agencies.

8.2.2 Evaluation and Initiation of Action

The Emergency Coordinator must gather as much information as possible to assess the magnitude and severity of the spill in order to initiate appropriate cleanup actions and provide required information to the response contractor. The Emergency Coordinator should perform the following:

1. Upon discovery of a spill, attempt to keep the situation from worsening by:
 - a. Contacting a second person to assist.
 - b. Immediately stopping the source of the discharge. This may involve:
 - Shutting off equipment or pumps;
 - Plugging a hole in operating equipment or a tank; or
 - Closing a valve.
 - c. The following containment techniques should only be performed by personnel who are appropriately trained:
 - Prevent discharge into storm drains by sealing off with drain covers, absorbent socks and /or granular absorbent material.
 - Apply absorbent to the surface of the liquid and reapply until liquid is absorbed.
2. Attend to any injured personnel. Administer First Aid if you have been trained and certified in First Aid. Otherwise, call an ambulance or paramedic.
3. Assess the possible immediate hazard to human health and take appropriate actions:
 - a. Isolate spill from human and vehicular contact by using cones, tape and posting signs. Instruct personnel not involved with the cleanup operation to leave the area.
 - b. If the emergency threatens the health or safety of personnel, instruct employees to evacuate and contact the supervisor/manager and safety coordinator immediately.
 - c. If the emergency threatens human health outside the facility boundaries, or the spilled quantity is greater than 42 gallons, Emergency Coordinator must notify local authorities. The State Office of Emergency Services and the local emergency assistance organizations (listed in Sections 8.2 and 8.3) are to be notified.
4. Brief emergency response personnel on the nature and quantity of spilled material.
5. Implement prompt cleanup and disposal actions to remove the spilled substance, as well as contaminated soil or other materials.

8.2.3 Cleanup and Disposal

1. Cleanup

Cleanup efforts must be undertaken to restore the affected area to its pre-spill condition.

For small spills, which may be encountered during fuel transfer or normal maintenance operations, absorbent socks will be used to contain the spill, and granular absorbent will be applied and reapplied until there is enough to absorb the liquid. This material will be picked up with stiff brooms and shovels and be placed in approved waste containers for disposal in accordance with applicable regulations.

For larger spills, the Emergency Coordinator will call for the assistance of the cleanup company that has a formal agreement with the facility. The cleanup company will be directed to remove free product from catch basins or containment areas utilizing pumps, booms, and absorbent pads as appropriate.

2. Disposal

After completion of cleanup, contaminated absorbents and personal protective equipment will be containerized for transportation and disposal in accordance with local, state and federal regulations.

8.2.4 Documentation

Reportable spills greater than 42 gallons will be documented. The following facts about the spill will be recorded:

1. Location of the incident;
2. Time, date and duration (hours) of spill;
3. Source(s) of spill;
4. Description and quantity of product spilled;
5. Cause(s) of spill, including a failure analysis of system in which the failure occurred;
6. Resources affected or threatened by the spill; and
7. Description and status of cleanup efforts.

8.3 Cleanup/Disposal Resources

The following local authorities will be called for assistance, if needed, during and emergency:

Local Agency	Telephone No.
Ambulance/Paramedics	911
Fire Department	911 or (916) 433-1300
Police	911 or (916) 264-5471
Hospital – UCD Medical Center	911 or (916) 734-2011
Spill Response Contractor	
Ramos Environmental	(916) 371-5747
City of Sacramento Hazardous Material Division	(916) 264-7070
Office of Emergency Services	(800) 852-7550

8.4 Cleanup/Disposal Resources

The following firm(s) will be called, if needed, to assist with cleanup and disposal operations:

Local Agency	Telephone No.
Ramos Environmental	(916) 371-5747
City of Sacramento Hazardous Material Division	(916) 264-7070

Table 1. Bulk Storage Tanks

Aboveground Storage Tanks

Tank No.	Size (gal)	Contents	Materials or Construction	Fail-Safe Features	Containment	Containment Size (gal)
1	6000	Diesel fuel	Steel		Double Wall Construction	>6000

Mobile/Portable Storage Tanks

Tank Type	Size (gal)	Number at Facility	Contents	Location	Containment	Containment Size (gal)
drum	55	10	oil	adj. to Mach..Lunch Rm		

Figures

Map of Sacramento River Water Treatment Facility

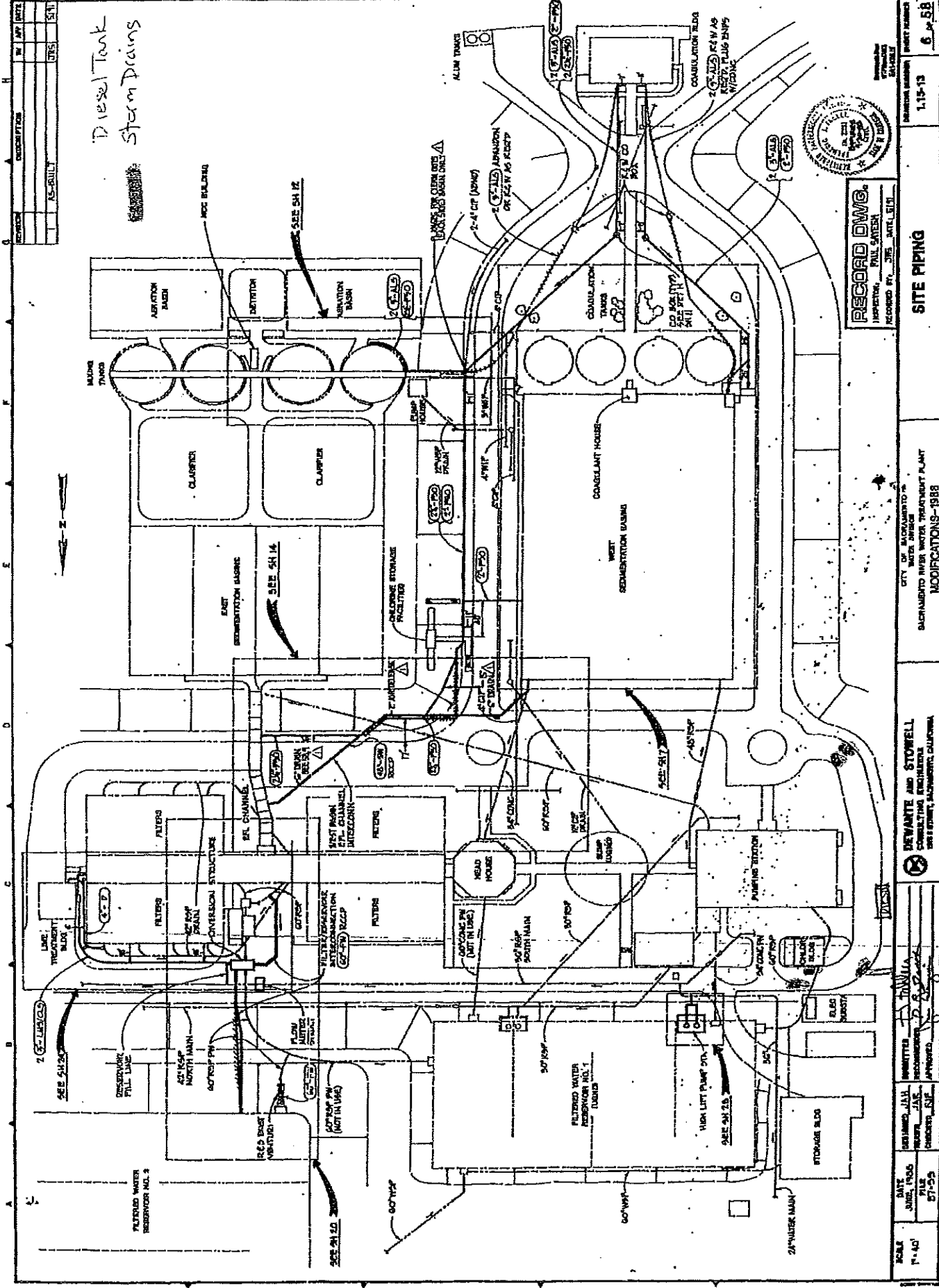
Appendix A: Emergency and Agency Telephone Numbers

Emergency and Agency Telephone Numbers

Agency	Contact Person	Bus. Phone	24-hour Phone
City of Sacramento, Primary Emergency Coordinator	Stephen Willey, Supervising Plant Operator	916-808-7406	916-264-5011
City of Sacramento, Alternate Emergency Coordinator	Mary Krizanosky, Supervising Plant Operator	916-808-3111	916-264-5011
City of Sacramento, Department Public Information Officer	Jessica Hess, Public Information Officer	916-808-8260	916-264-5011
Ambulance/ Paramedics		911	911
City of Sacramento, Fire Department		916-433-1300	911
City of Sacramento, Police Department		916-264-5471	911
UCD Med Center		916-734-2011	911
National Response Center			800-424-8802
State Office of Emergency Services			800-852-7550
County Office of Emergency Services			916-874-4670
Regional Water Quality Control Board			916-434-3291
California Air Resources Board			916-322-0476
Department of Toxic Substance Control			916-324-1826
California Environmental Protection Agency			916-445-3846
Cal OSHA – for serious injuries or death			916-263-2800

DESIGNER	DATE	BY	CHECKED
AS-BUILT	1-15-13	JS	JS

Diesel Tank
Storm Drains



RECORD DWG.
REVISION: FULL SATISFACTION
REVISION: 1-15-13

SCALE	DATE	DESIGNED	CHECKED	APPROVED	PROJECT NAME	DATE
1" = 40'	JUNE 1905	JAN	JAN	JAN	SACKAMONTO RIVER WATER TREATMENT PLANT	1-15-13
					MODIFICATIONS-1988	

SITE PIPING

**City of Sacramento
Operational Policy for
Integrated Pest and Vegetation Management**

BACKGROUND

The Central Valley Regional Water Quality Control Board recently approved a Pesticide Plan to be implemented by the City of Sacramento (City) as required by the municipal stormwater National Pollutant Discharge Elimination System (NPDES) Permit No. CAS082597. The Pesticide Plan is a comprehensive plan with a goal to reduce the discharge of pesticides from municipal stormwater systems to urban creeks within Sacramento County to the maximum extent practicable. It was decided that the best way to minimize the water quality risks associated with pesticides was to promote Integrated Pest Management (IPM), and to ensure that the pesticides' benefits to society outweigh their potential risks to human and environmental health. The control of pests in urban environments is shifting away from routine applications of chemicals to the utilization of a balanced approach consisting of physical/mechanical, cultural, biological, and chemical controls. Moreover, these controls focus primarily on an environmentally compatible, economically feasible approach to manage pest populations under acceptable levels. All pesticide management activities performed by City staff and City contracted services are to be in compliance with the NPDES Permit requirements, the Pesticide Plan and the City's internal pesticide use policies

The City owns and maintains various types of municipal land use areas and facilities each requiring varying levels of maintenance. Departments within the City provide landscape and vegetation management services for: approximately 2000 acres of park spaces, including all trees within the parks, park strips, and right-of-ways; vegetation management along 65 miles of drainage channels, 25 miles of levees, and approximately 233 acres of detention basin areas, including several miles of roadside ditches and alleys; and community spaces including 699 acres of golf courses, 44 acres at the Historic City Cemetery, 16.5 acres within the Zoo and Fairytale Town, and several acres of landscaped areas around community buildings. In addition to vegetation management, the City also oversees structural pest management at approximately 120 public facilities. All City Departments involved with pest management are organized into Divisions and Sections each having responsibilities for specific management areas.

POLICY STATEMENT

The purpose of this Operational Policy (hereafter referred to as policy) is to direct all operations within the City that manage pests or vegetation on City lands, including waterways, buffer zones, rights-of-way, developed landscapes, lawns and turf, natural open spaces, weed management areas, detention basins, easements, and structures. The policy is intended to provide a common basis for pest and vegetation management by the City that will address public health, safety, economic, legal and/or aesthetic requirements. The policy applies to internal City operations plus contracted services, but not to the residents or businesses of the City.

The City and all of its departments and functions, including contracted services, shall make pest management decisions consistent with the principles of IPM. The overall goal of the City's IPM Program is to implement pest-control measures that emphasize the reduction of pesticide usage and its associated risks at City owned and maintained property.

IPM PROGRAM

IPM program implementation is the function of various departments within the City. The individual departments, divisions, and sections within the City that control pests or manage vegetation shall develop and implement a written integrated pest management program consistent with this policy and tailored to the needs of each division/section's within each department. The IPM program may contain, but is not limited to:

1. General approaches to be used to implement the IPM policy.
2. Identify staff member(s) responsible for program implementation.
3. Planning, design and maintenance standards consistent with the IPM approach for facilities, structures, landscapes, rights-of-way, and bodies of water.
4. Pest tolerances (injury and action levels).
5. Typical pest management strategies for common sites or pests.
6. Weed abatement control plans.
7. Specific pesticide limitations.
8. Acquaint City workers and City contracted services with the IPM approach and new best management practices (BMPs) as they become known.
9. Monitoring, record-keeping and effectiveness evaluation strategies.

Where feasible, the division/section shall consider practices that include the following guidelines:

1. Establish an IPM Implementation Plan for each pest.
2. Monitoring (inspection procedures to monitor pest population levels).
3. Treatment and threshold levels for each site based on how much biological, aesthetic, or economic damage each site can tolerate.
4. Determine corrective actions when the established action threshold is reached.
5. Determine the most effective treatment time based on pest biology/physiology and other variables such as weather, seasonal changes in wildlife use, and local conditions.
6. Identify and evaluate conditions that encourage pest problems.
7. Design building remodels and construction specifications to reduce or eliminate pest habitats.
8. Modify management practices such as control measures when applicable.
9. Monitor treatment to evaluate effectiveness.
10. Establish and maintain an accurate record-keeping system to catalog monitoring information and to document and evaluate effectiveness of pest management procedures.

11. Evaluate the effectiveness of the IPM Program and make adjustments as needed.
12. Conduct an on-going education program for staff and contracted employees.
13. Use low risk, low concentration type pesticides when possible.
14. Use preventative applications when known pest pressures are recognized to avoid high rate corrective applications.

These guidelines are a companion to the IPM policy and describe in greater detail what constitutes an IPM approach. As new research and implementation experience evolves, these guidelines will be revised. The purpose of these guidelines is to offer consistent and constructive advice to the City's departments as the IPM Implementation Plans are being developed. Each plan shall contain general implementation steps as well as specific maintenance standards and IPM strategies.

IPM MANAGEMENT

The City has established a Pesticide Advisory Committee (PAC) that is responsible for the development of the IPM implementation program and monitoring. The PAC includes representatives from each department/division responsible for pest or vegetation management. IPM experts will be consulted to develop, review, refine, or implement IPM Program elements.

The IPM program promotes learning and adapting based on experience. This process is known as adaptive management. Periodic review and/ or extreme situations may result in the need for modifications and additions to this policy and/or the City's IPM program over time.

The PAC will meet periodically to evaluate progress and experiences in implementing the City's IPM policy. The PAC requirements shall include, but are not limited to:

1. Meeting no less than two times per year.
2. Annual evaluation of pest management practices of all departments with regards to the pesticide plan and policy and NPDES Permit changes.
3. Establishing pest management decisions based on the best science and data available.
4. Ensuring that any decisions and positions taken are understood by affected departments.
5. Clearly communicating any decisions, guidelines and actions in a manner that facilitates informed review by all affected departments.
6. Working together to address transition challenges.
7. Assisting departments in developing strategies, funding, and resources to make the IPM program successful.
8. Exploring creative, common-sense approaches for achieving transitions to least-toxic pest control.
9. Suggesting revisions to the City's IPM program.



DEPARTMENT
OF UTILITIES

CITY OF SACRAMENTO
CALIFORNIA

1395 35TH AVENUE
SACRAMENTO, CA
95822-2911

ENGINEERING
SERVICES DIVISION

PH 916-808-1400
FAX 916-808-1497/1498

Responsibility for Implementation of Operational Policy for Integrated Pest and Vegetation Management

Execution of this signature page by an authorized representative of the applicable City Department confirms the Department's adoption and acceptance of responsibility for the implementation of the City's Operational Policy for integrated pest and vegetation management, in accordance with the NPDES Permit and Pesticide Plan.

Accepted by: _____ Date: _____

Printed Name: _____

Title: _____

Department: _____

Address: _____

Phone/ Fax: _____



CITY OF SACRAMENTO

Applied Pest Management

PROCUREMENT SERVICES DIVISION

FILED

Bid Number: B081181018

OCT 24 2007

By The
Office of The City Clerk

INVITATION FOR BID

And

Contract Specifications

FOR: Integrated Pest Management Services**Bids Must Be Received Prior To 2:00 P.M. on October 17, 2007****Bids Must Be Submitted To:**U.S. MailCity Clerk's Office
P.O. Box 122391
Sacramento, CA 95812-2391Expedited Non-U.S. MailCity Clerk's Office
915 I Street, Ste. 122391
Sacramento, Ca 95814-2604Personal DeliveryCity Clerk's Office
Historic City Hall
915 I Street, Ste. 116
Sacramento, CA 95814

Pre-Bid Conference:

Mandatory: ☐ Yes
☒ NoMonday, October 1, 2007 8:00 a.m.Meadowview Corporation Yard
2812 Meadowview Rd., Bldg. 1
Sacramento, CA 95822

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:

(Bidder to complete the following information)

Name of Bidder: APPLIED PEST MANAGEMENTAddress: 2425 SONOMA BLVDCity, State, Zip Code: VALLEJO, CA. 94590Phone Number: 1-800-244-1176Email Address: APM2APPLIEDPESTM67.COMCITY
CONTRACT NO. 2007-295

**CITY OF SACRAMENTO
PROCUREMENT SERVICES DIVISION****Bid No. B081181018****TABLE OF CONTENTS
(Formal – Services)**

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SECTION I REQUIREMENTS

DATE BID OPENED	10-24-07
EMPLOYEE INITIALS	V.M.
MARK ONE BOX FOR EACH ITEM ONLY	
BID SECURITY	
<input checked="" type="checkbox"/> NONE REQUIRED	
<input type="checkbox"/> PROPERLY SIGNED	
BID DEPOSIT TYPE	
<input type="checkbox"/> BID BOND	
<input type="checkbox"/> CALIF. BANK CASHIER'S CHECK	
<input type="checkbox"/> CERTIFIED CHECK	
<input type="checkbox"/> CASH	
<input type="checkbox"/> CALIF. BANK MONEY ORDER	
AFTER AWARD OF BID	
<input type="checkbox"/> SECURITY RETURNED	
<input type="checkbox"/> SECURITY ACCEPTED	
EMPLOYEE INITIALS	
DATE	

SECTION I - REQUIREMENTS

A. "NO BID" RESPONSE FORM

Bid No.: _____

Buyer: _____

NOTE: COMPLETE AND RETURN THIS FORM**ONLY IF YOU DO NOT WANT TO SUBMIT A BID**

If you do not want to submit a bid for this requirement, we are interested in knowing why. Please remove this form, complete the requested information, and return it to the Procurement Services Division. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. **If you would rather FAX your response to our office, the FAX number is (916) 808-5747.** If you have questions, please call the Procurement Office at (916) 808-6240. Thank you for your cooperation.

"NO BID" QUESTIONNAIRE

(Please complete all items that apply)

- ☐ We do not sell the products/services called for in this invitation for bid, but we **want to stay on the City's Bid List**. Please send necessary information so that the products/services we do provide can be updated on the City's Bid List.
- ☐ We are not interested in doing business with the City of Sacramento, because _____
- ☐ Other reasons/comments: _____
- ☐ Please send application forms for certification as an emerging and/or small business enterprise (E/SBE): **(Note: Application forms and information about becoming certified as an emerging and/or small business can also be obtained via the Internet at: <http://www.cityofsacramento.org/esbd>).**

(Business Name)_____
(Street Address/P.O. Box)_____
(City, State, Zip)_____
(E-mail address)

Date: _____

Phone: _____

Contact: _____

SECTION I - REQUIREMENTS

B. BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With

1. **Additional Copies.** VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID AND 1 ADDITIONAL COPY OF THIS BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.

2. **Bid Forms.** Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.

- a. To obtain an electronic version of this bid go to Procurement's website at www.pwsacramento.com/bids.
- b. Bids will be opened, in public, in the City Clerk's Hearing Room, 915 "I" Street, Second Floor, Sacramento, CA, at or after 2:00 P.M., October 17, 2007.

(Note: Bids must be submitted prior to 2:00 P.M. on the above date)

- c. All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.

3. **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications.

4. **Bid Security.** Bid Security is: ☐ Required ☒ Not Required

If required, bid security approved by the City must accompany the bid, in the amount of ____ % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.

5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).

6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.

7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.

8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.

9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.

10. **Faithful Performance Bond.** A faithful performance bond is: ☐ Required ☒ Not Required

If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of _____.

11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.

12. **Mandatory Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are required to attend the conference. **Failure to attend this conference will result in rejection of your bid.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Mandatory Pre-Bid Conference.

13. **Bid Inquiries.** Questions regarding this bid should be referred to:

General Questions:

Procurement Services Division

Attention: Marc Robles

Email: mrobles@cityofsacramento.org

(916) 808-6240

Technical Questions:

Facilities Management Division

Attention: Gary Holm

Email: gholm@cityofsacramento.org

(916) 808-6321

These inquiries must be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

14. **Bid Evaluation.** In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

15. **Determination of Lowest Responsible Bidder.** Sacramento City Code 3.56.020 provides that the lowest responsible bidder shall be determined as follows:

- a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.
- b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.
- c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of small business enterprises, energy conservation and sustainability in the City's contracting for supplies and

nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.

16. **Pre-Award Conference.** The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.
17. **Award by Item or Group.** The City reserves the right to make separate awards for any item or category/group of items to the lowest responsible bidders for such items or category/groups of items.
18. **Multiple Awards.** The City reserves the right to make multiple awards in order to provide for back-up, to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary contractor(s).
19. **Contract Award.** Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid.

**SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A
BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.**

C. BID SIGNATURE PAGE

BID NO. B081181018FOR SERVICES/SUPPLIES: Integrated Pest Management Services

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

NAME OF CONTRACTOR: APPLIED PEST MANAGEMENT, INC.ADDRESS: 2425 SONOMA BLVD VALLEJO, CA 94590PHONE # 800-244-1176 FAX# (707) 554-0191 E-MAIL APM@APPLIEDPESTMGT.COMSTATE TAX I.D. #: 301-5935 FEDERAL TAX I.D. #: 68-0020879City of Sacramento Business Operation Tax Certificate #: _____
(Contract award will not be processed without a valid and current Certificate Number.)TYPE OF BUSINESS ENTITY (check one): ☐ Individual/Sole Proprietor ☐ Partnership
☒ Corporation ☐ Limited Liability Company
☐ Other (please specify: _____)BY: (signature of authorized person) Imogene BarkerPRINT NAME: Imogene BarkerTITLE: President

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

FOR CITY USE ONLYThe Bid was opened on 10.24.07Bid Bond Required: ☒ No; ☐ Yes - Amount: \$ _____Received: ☐ Cashiers or Certified Check drawn on a California bank; ☐ Surety Bond_____
City Clerk/Procurement Services Manager**CONTRACT AWARD**

Bid Items Included in the Contract: All Items, unless otherwise specified below

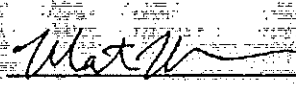

Specify: _____

Contract Not-to-Exceed Amount: \$ 230,000.00Award Date: 12.4.07**CONTRACT APPROVAL**

Approved/as to Form:

Approved:

Attest:


City Attorney
Marty Hanneman, Assistant City Manager
for Ray Kerridge, City Manager/December 6, 2007
Dawn Brundage
City Clerk
12-7-07CITY
CONTRACT NO. 2007-295

SECTION I – REQUIREMENTS

D. PREVAILING WAGE IN CERTAIN SERVICES REQUIREMENT

THIS SECTION IS NOT APPLICABLE TO THIS BID

SECTION I – REQUIREMENTS**E. EQUAL BENEFITS ORDINANCE (EBO) REQUIREMENTS****REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE****INTRODUCTION**

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

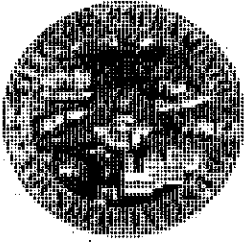
EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

ATTACHMENT A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees:

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- | | |
|---|---|
| - Bereavement leave | - Moving expenses |
| - Disability, life and other types of insurance | - Pension and retirement benefits |
| - Family medical leave | - Vacation |
| - Health benefits | - Travel benefits |
| - Membership or membership discounts | - Any other benefits given to employees |

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

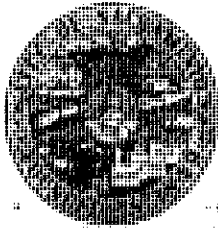
If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May ...

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, 2nd Floor
Sacramento, CA 95814
- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

ATTACHMENT B



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE**

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- | | |
|---|---|
| - Bereavement leave | - Moving expenses |
| - Disability, life and other types of insurance | - Pension and retirement benefits |
| - Family medical leave | - Vacation |
| - Health benefits | - Travel benefits |
| - Membership or membership discounts | - Any other benefits given to employees |

If you feel you have been discriminated against by your employer . . .

You May . . .

- ☐ Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I St., 2nd Floor
Sacramento, CA 95814
- ☐ Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance.

You May Also . . .

Submit a written complaint to the City of Sacramento, Procurement Services Division, at the same address, containing the details of the alleged violation.

SECTION I – REQUIREMENTS

F. LIVING WAGE ORDINANCE (LWO) REQUIREMENTS

LIVING WAGE ORDINANCE

The Living Wage Ordinance (LWO) requires certain firms that enter into contracts to provide certain services to or for the City, to pay a specified minimum level of compensation to their employees for time spent performing any work on the City contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, renewed or extended at the City's discretion.

Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific City contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to City, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the City of \$100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the City has awarded to the same person or firm within the previous 12 months, is \$100,000 or more. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS \$100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.**

Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.

Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

Payment of Living Wage to Covered Employees

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the City contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the City contract.²

The minimum compensation required is as follows:

- a. If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:
 - (a) During 2004, \$9.00 per hour.
 - (b) During 2005, the greater of \$9.33 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2004.

¹ The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or
- (2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

² A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

- (c) During 2006, the greater of \$9.67 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2005.
- (d) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2006.

b. If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:

- (a) During 2004, \$10.50 per hour.
- (b) During 2005, the greater of \$10.87 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2004.
- (c) During 2006, the greater of \$11.17 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2005.
- (d) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose area (1982-1984=100) from January 1, 2004, through December 31, 2006.

Notification to Covered Employees

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. In 2004, the living wage is \$9.00 an hour with health benefits and \$10.50 an hour without health benefits. In 2005, the living wage is at least \$9.33 an hour with health benefits and \$10.87 an hour without health benefits. In 2006, the living wage is at least \$9.67 an hour with health benefits and \$11.17 an hour without health benefits. And in 2007, the living wage is at least \$10.00 an hour with health benefits and \$11.50 an hour without health benefits. For more information, see chapter 3.58 of the Sacramento City Code, which can be viewed at www.cityofsacramento.org.

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees who earn less than \$12 an hour of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

Subcontractor Compliance

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

Other Provisions of the LWO

Use of Funds Paid Under City Contracts

Under the LWO, Covered Employers may not directly use City funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use City funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

Violations and Monitoring

The LWO provides that any violation of the LWO by a City contractor constitutes a material breach of the contract, and authorizes the City to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the City to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the City, and to take such other steps as may be necessary for the City to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

Declaration of Compliance

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the City, is required to provide the City with a signed Declaration of Compliance in the form attached hereto, prior to the City's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the City, shall constitute part of the contract.

Additional Information

For a complete description of LWO provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at www.cityofsacramento.org. For more information on the LWO requirements and the City's LWO program, contact Procurement Services Department, (916) 808-6240.

SECTION II

CONTRACT DOCUMENTS

SECTION II – CONTRACT DOCUMENTS

A. GENERAL CONDITIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses,

permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest, or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.
7. **CONTRACTOR Information.**
 - A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.
8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.
9. **Term; Suspension; Termination.**
- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance

hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall indemnify and save harmless, CITY, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liability, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonable incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to the extent such Liabilities are caused by or arise from any negligent act or omission, recklessness or willful misconduct of CONTRACTOR, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether or not (i) such Liabilities also are caused in part by the passive negligence of the CITY, its officers or employees, (ii) the CITY, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the CONTRACTOR, or (iii) such Liabilities are litigated, settled or reduced to judgment.
- B. Obligation to Defend: CONTRACTOR shall, upon CITY's request, defend at CONTRACTOR's sole cost any action, claim, suit, cause of action or portion thereof that asserts or alleges Liabilities caused by or arising from any negligent act or omission, recklessness or willful misconduct of CONTRACTOR, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether such action, claim, suit, cause of action or portion thereof is well founded or not.
- C. Insurance Policies; Intellectual Property Claims: Except as may be expressly provided in this Section 10, the existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. **Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance, providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

☒ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

X Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

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

- (1) CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
 - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

SECTION II – CONTRACT DOCUMENTS

B. SPECIAL PROVISIONS

SCOPE

The Contractor shall demonstrate an understanding of the concept of IPM principles and practices of pest control; furthermore, the Contractor must be able to identify important pests and describe life cycles, habits, and conditions that affect populations of those pests. The implementation of management practices in an IPM program is not based on the routine application of pesticides, but on monitoring and inspecting for pests, modifying structures, improving sanitation, and changing personnel practices that can contribute to pest problems. Pest control is achieved in an IPM program by emphasizing pest prevention and making informed, accurate decisions as to when control measures are needed and the type of control measures to be used.

The City of Sacramento will be requiring structural pest control applicators to be fully IPM Certified, or in the process of achieving certification, by a certifying agency such as EcoWise or equivalent. Contractors claiming to have comprehensive IPM services but are not IPM certified may be awarded a contract contingent upon the Contractors ability to demonstrate adequate knowledge and experience in IPM principles and practices. City representatives will determine if non-certified IPM practitioners contain adequate knowledge and skills to implement a comprehensive IPM program satisfactorily meeting the needs of the City; additionally, there must be at least one, City-approved IPM practitioner overseeing the implementation of the IPM program, and all technicians will be required to attend annual IPM training programs.

CONTRACT PERIOD

This agreement shall be effective for one year from the date of award by City Council.

CONTRACT EXTENSION

Any resultant contract may be extended on a year to year basis under the same terms and conditions at the City's discretion. However, in no case shall the renewal extend beyond 4 years from the date of award of the original contract.

PRICE ADJUSTMENT

No price changes are permitted during the first year of the contract. If the contract extends beyond one year, prices quoted may be made subject to adjustment. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.

FACILITIES AND PESTS COVERED IN CONTRACT

The City facilities listed in the preceding Price Schedule will require either Comprehensive Integrated Pest Management (IPM) Services or Routine IPM Services. Designated facilities will receive comprehensive Pest Management Plans for pest control services, and remaining facilities are to receive Routine IPM services as needed; moreover, Comprehensive and Routine services shall include the control of all pests in and around facilities such as, but not necessarily be limited to: ants, fleas, stinging insects and nests, mites, mice, rats, roaches, spiders, birds, bats, and squirrels utilizing proper and safe use of least toxic pesticides.

Provisions for the more Comprehensive IPM services and provisions for Routine IPM services for pest control are indicated in the Technical Specifications.

TOTAL CHARGE PER YEAR

The contractor shall furnish all labor, materials, and equipment to implement the surveillance, trapping, and pesticide application aspects for a comprehensive IPM program in designated facilities. The contractor shall also make detailed, site-specific recommendations for structural and procedural modifications to achieve pest suppression for all listed facilities.

The price(s) bid is/are the total charge per month/year for each area listed in the Pricing Schedule and shall include all wages, payroll taxes, fringe benefits, insurance, transportation, equipment, materials, supplies, overhead and profit.

MODIFICATION OF CONTRACT

The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:

- A. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.
- B. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

CONTRACT REPRESENTATIVES

During performance of the contract, the City will be represented by Malyssa Berry, telephone (916) 808-1242; Dennis Neillson for the Sacramento Public Library, telephone (916) 264-2820; and Allison Winebrenner for Fairytale Town (916) 264-7060. The City IPM Contact Person for IPM services will be Roxanne Livingston, telephone (916) 808-1458.

DEFAULT BY CONTRACTOR

In case of default by Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby.

DRUG-FREE WORKPLACE POLICY

The City of Sacramento is committed to providing a safe workplace for its employees and citizens alike. An essential part of this commitment is keeping the work environment free from drugs. In 1989, to assist in the achievement of this end, the City established a Drug-Free Workplace Policy.

As a contractor doing business with the City, it is expected that your firm will also implement a drug-free policy that informs your employees of the dangers and prohibition of drug abuse and that you will join with the City in maintaining a drug-free workplace.

If, in the performance of work under this contract, any employee of the Contractor exhibits unacceptable behavior that may be related to use of drugs or alcohol, the City reserves the right to discuss the employee's behavior with the Contractor. If the unacceptable behavior persists, the City may require that the employee be removed from all work under this contract.

CONTINUED USE OF FACILITIES

The buildings involved in this project will continue to be occupied during the contract. Work will be performed in an orderly manner with minimum disturbance and inconvenience to the occupants. The Contractor shall confine and limit its personnel to only those areas required in performing the work. Contractor agrees to perform work as called for between the hours of 7 A.M. and 7 P.M. Work accomplished on weekends or legal holidays, if done at Contractor's option and authorized by City Representative, will be performed at no additional expense to the City.

MATERIAL SAFETY DATA SHEETS (MSDS)

It is mandatory for the service contractor to supply a MSDS for all chemicals used during the performance of this contract to the City Safety Office, 915 I Street, 4th Floor Sacramento, CA 95814. Also, at any time the content of a MSDS is revised, the Contractor will provide new information to same. For facilities containing a comprehensive Pest Management Plans, MSDS will be included within the Plan.

CONTRACT INTENT

Specifications contained within this Statement of Work are written with the intent to meet and comply with all requirements but the final certification to comply shall rest with the Contractor and not the City of Sacramento. Should requirements as specified not comply, the Contractor is required to re-figure and revise the specifications to meet all laws, rules and regulations where it applies, and the City of Sacramento is to be notified thereof.

DISMISSAL OF UNSATISFACTORY EMPLOYEES

The Contractor shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

PROTECTION OF EXISTING FACILITIES

Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

C. TECHNICAL SPECIFICATIONS

General Provisions

1. The city reserves the right to add or delete locations according to its needs. Additional locations shall be quoted on the same cost basis as other locations. The City is not limited to purchasing all of its requirements from any contract resulting from this bid.
2. All work performed under this agreement shall be performed under the rules and regulations of the Structural Pest Control Act in effect at the time of performance.
3. All materials and workmanship shall be industry standard in every respect. All work shall be subject to general supervision and satisfaction of the City representative in charge, who may exercise such control of the work as is required to safeguard the interests of the City.
4. Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and take all precautions required by applicable regulations of the State Department of Industrial Relations and OSHA
5. Contractor shall be licensed by the State of California Structural Pest Control Board and shall possess a valid structural pest control operator's license in branches I, II and III. Persons employed by the contractor to perform pest control services on this contract shall either be licensed by the same board and possess a field representative's license in the proper branch or be under the direct on-site supervision of an employee holding a valid field representative's license in the proper branch.
6. It is incumbent upon the contractor and those in its employ to be aware of the injurious nature of any pesticide used and to insure proper safeguards in the application of those pesticides. It is the responsibility of the contractor to secure any necessary use permits or licenses required for the use of any pesticides and to abide by any conditions set forth in those permits or licenses.
7. The date and time of regularly scheduled service shall, in advance of service, be as agreed upon between the contractor and the individual building manager/supervisor or, if none, the City representative. Service reports must be submitted to City Service Building Manager / Supervisor or designated employee when service is performed and a copy submitted with invoice. All invoices with the exception of Library and Fairytale Town should be mailed to:

City of Sacramento
5730 24th Street, Bldg. #1
Sacramento, CA 95822
Attn: Accounts Payable

The invoice for all the libraries, items 21-34, should be mailed to:

Central Library
828 I Street
Sacramento, CA 95814
Attn: Dennis Neillson

The invoice for Fairytale Town, item 88, should be mailed to:

Kathy Fleming
3901 Land Park Drive
Sacramento, CA 95822

10. Whenever, in the opinion of the City, the said service is not satisfactory, the contractor shall be advised of the reasons. If the contractor fails to correct the unsatisfactory conditions with ten (10) days, the City Purchasing Agency may declare this contract terminated and contract with another services supplier. It shall be understood and agreed that the contract may be terminated by either party to the contract upon thirty days notice in writing. In the event of unresolvable differences of service to be performed, the City may call upon the State of California Structural Pest Control Board or clarification.

11. Notwithstanding any provision to the contrary herein, City shall have no obligation to give more than two notices of unsatisfactory performance in any calendar year. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that contractor(s) shall again fail to satisfactorily perform services pursuant to this contract, City may thereupon terminate this contract immediately.

Comprehensive Integrated Pest Management (IPM) Services

Background

The Central Valley Regional Water Quality Control Board recently approved a Pesticide Plan to be implemented by the City of Sacramento as required by the municipal storm water National Pollutant Discharge Elimination System (NPDES) Permit No. CAS082597. The Pesticide Plan is a comprehensive plan with a goal to reduce the discharge of pesticides from municipal storm water systems to urban creeks within Sacramento County to the maximum extent practicable. It was decided that the best way to minimize the water quality risks associated with pesticides was to promote Integrated Pest Management (IPM).

IPM is a relatively new concept in urban areas. Traditional structural pest control, as contracted by the City government in the past, was largely reactive to pest infestations and bases much of its response on the routine, scheduled spraying of pesticides. This spraying was often done in locations remote from the centers of pest populations with limited effectiveness in providing adequate control.

Conversely, IPM is a process, or planned program, for long-term pest suppression. The process is based on surveillance and the interpretation of data to estimate the pest population in a given area. This monitoring allows accurate decisions to be made on when control measures are needed, the type of control measure(s) selected, and the method of application. Control practices in an IPM program must extend beyond the application of pesticides to predominantly include structural and procedural modifications, which establish physical barriers to pests, and reduce the food, water, and harborage available to them.

The City of Sacramento is in the process of establishing IPM policies and procedures for its facilities and land use areas; consequently, the City is beginning to implement Pest Management Plans for designated facilities only, and will develop Plans for remaining facilities as budget allows and as a greater understanding of IPM services evolves.

1.0 GENERAL IPM PROGRAM REQUIREMENTS

This program incorporates the advantageous use of all appropriate control options including: education, habitat modification, sanitation, alteration of maintenance activities, trapping and chemical controls -- so that pests and the environment can be managed in such a way as to balance cost, benefits, public health, safety, and environmental quality through the cooperation of all concerned.

1.1 Routine IPM SERVICES

For facilities without Pest Management Plans, the Contractor shall also demonstrate an understanding of the concept of the IPM method of pest control. Routine IPM Services shall include the control of all pests in and around the facilities based on monitoring and inspecting for such pests. Any structural modifications, sanitation improvements, and personnel practices observed that may be contributing to pest problems shall be reported to the Facility Liaison or the IPM Contact Person. Services shall be provided monthly to all Routine IPM Service sites.

General requirements of the IPM program shall include the following for each building specified in this contract:

1.2 Initial Site Assessment

A thorough, initial inspection shall be conducted during the first few months of the contract by the Contractor's entomologist (or experienced IPM technician) and the user Facility Liaison. The purpose of this initial inspection is for the contractor to evaluate the pest control needs of the premises and to discuss these needs with the Department.

The following specific points should be addressed:

- a) Identification of problem areas in and around the building.
- b) Identification of structural features or personnel practices that are contributing to pest infestations.
- c) Discussion of the effectiveness of previous control efforts.
- d) Facilitation of contractor access to all necessary areas. Access to building space shall be coordinated with the facility liaison.
- e) Informing the contractor of any restrictions or special safety precautions.

1.3 Submission of Plan

Following the initial inspection, the contractor will develop a detailed Pest Management Plan and Service Schedule for each of the designated buildings. This written plan and schedule must be submitted to the user Department representative/Facility Liaison for approval prior to initiation. The plan and schedule should address any structural or operational changes, which might facilitate the pest management effort. In addition, the plan must identify the proposed primary pesticides and alternatives by California Environmental Protection Agency (EPA) accepted common name (generic name); the building; and rationale for each type of use. Proposed trapping, exclusion devices for pests, if any, should also be included. The plan should describe in detail the contractor's means for monitoring pest populations in and around the building.

Frequency of inspections and treatment by the contractor shall depend on the specific pest control needs of the premises. At the minimum, the inspections shall be done monthly. The following guidelines will help you to define your IPM Inspection Frequency for the designated facilities:

- a) Food preparation, Storage & service areas (such as cafeteria) shall be monitored weekly (excluding vending machines, Break rooms, Employee Lunch Room and similar small food storage & service areas).
- b) Employee lunchroom, Break Room (inclusive of Refrigerator, Microwave, Coffee Stations and similar devices and kitchenettes) shall be monitored at least two times per month.
- c) Vending machines, Beverage Dispensing units, Water Dispensing Coolers and similar devices shall be monitored at least once per month.
- d) Basements & Ground Floor shall be inspected at least once per month.
- e) Washrooms, Pipe Chases, Elevator pits, Telephone & Electrical conduit chases, Mechanical Rooms, General Storage Rooms & structures of similar nature shall be inspected each alternate month (Arrange your schedule in such a way so that such areas are rotated, inspected & serviced as needed at least six times per year).
- f) Interior landscape such as Atrium shall be inspected at least once per month. Potted plants in the offices, lobby etc. shall be inspected on need basis or upon request.
- g) Exterior Grounds or Perimeter of the Building shall be visually inspected for the signs of arthropods, rodents, birds and other wild life at least once per month.
- h) Exterior Bait Stations shall be inspected at least once per month or more frequent as needed in case of any problem encountered.
- i) Trapped rodent shall be removed within 24 hours or as requested by the user department representative.
- j) If you encounter rodent, birds or any other wild life problem and intend to place traps (such as glue traps or mechanical traps), you must ensure to provide daily, weekly or biweekly follow up as needed until problem is solved. Traps shall be removed, once problem is over and you return to routine maintenance inspections.
- k) Preventive placement of traps is suggested, only if you are in a position to monitor the same at least on weekly basis.

The plan and schedule shall be submitted not more than **ten (10) working days** following the initial inspection of the premises. The user Department will render a decision regarding the acceptability of the plan and schedule **within ten (10) working days** following receipt. The contractor shall be on-site to implement the plan and schedule within **five (5) working days** following notice of approval of the plan. If the plan is disapproved, the contractor shall have **three (3) working days** to submit a revised plan and schedule. The schedule may be amended by Contractor upon City Approval. In this initial phase of the IPM program, the City reserves the right to request amendments/revisions to the plan as a greater understanding of what level of IPM services the City is capable of achieving.

1.4 Monitoring and Inspection

A critical aspect of the Pest Management Plan shall be the establishment of a monitoring and inspection program to identify infested zones and allow an objective assessment of pest population levels.

Monitoring and inspection shall be continued throughout the duration of this contract. Where appropriate, glue traps (insect monitors) shall be employed to monitor cockroach populations in selected areas.

1.5 Structural Modifications

Unless otherwise stated in the project definition, structural modifications for pest suppression shall **not** be the responsibility of the contractor. The contractor shall make recommendations to the user department of what structural modifications can reasonably be accomplished. However, Contractor must provide adequate pest management even if structural modifications have not been accomplished as requested. Non compliance to the structural modification can be discussed with the Department Representative/Facility Liaison so that issues can be resolved to provide effective, efficient, economical IPM program.

1.6 Pesticide Treatment

As a general rule, application of pesticides in any area inside or outside the premises - i.e. in any room, closet, hallway, stairwell, court, driveway, planting bed, and similar locations - shall not occur unless inspections or monitoring indicate the presence of pests in that specific area and alternate IPM methods or measures (physical, cultural, mechanical, biological) fail to suppress the pest population. An actual specimen of an insect pest, or active signs of same, must be seen before pesticides are applied. A rodent dropping, burrow, or runway is sufficient to indicate the presence of rodents in an area.

Preventive treatments as applicable by California law & Regulations (Department of Pesticide Regulations) and or California Structural pest control Board, of inside and outside areas where inspections indicate a potential insect or rodent infestation are acceptable only on a case-by-case basis with approval from the user department. The contractor must indicate areas for the preventive treatment in the Pest Management Plan for the building and list the methods of application.

1.7 Record Keeping

The contractor shall be responsible for maintaining a complete and accurate pest management log for the designated facilities. Each of the designated buildings that contains a Pest Management Plan shall have its own binder, which will be kept in the user department designated office and maintained on each visit by the contractor and copies of all service receipts.

The Binder shall contain the following items:

- a) A copy of the Pest Management Plan and Service Schedule for the building.
- b) A copy of the current label and EPA registration number (California DPR Registration Number) for each pesticide used in the building or site, including the Material Safety Data Sheet. Pesticide labels are normally interpreted as including in-depth safety and use documentation.
- c) Pest surveillance data sheets which record, in a systematic fashion, the number of pests or other indicators of pest population levels revealed by the contractor's monitoring program for the building: For example, number and location of cockroaches trapped by zone monitors, number and location of rodents trapped or carcasses removed, number and location of new rat burrows observed, degree of feeding in rodent bait stations, etc.
- d) The location of all traps, trapping devices, and bait stations in or around the premises. This information can be in either tabular, list, or map format. However, map format is preferred.

e) The user department's work order or other requests to service log form. These forms will be supplied by the contractor and will be used to advise the contractor of routine service requests and to document the performance of all work. Upon completion of a service visit to the building, the contractor's representative performing the service shall complete, sign and date the log, and return it to the user department's office on the same or succeeding day of the performance of the service.

f) The contractor's Service Report forms, documenting arrival and departure time of the contractor's representative performing the service, and all information on pesticide application required by statute. These report forms may incorporate some or all of the past surveillance data required in item c) above.

g) A Pest Sighting Log for City staff to report any observed pest activity. During the technician's visit to the service site, they shall refer to the Pest Sighting Log for reports of pest activity. If there is a report in the log book, the technician shall contact the reporting person for more information if necessary and then proceed to identify:

The extent of the infestation.

The control options that are most appropriate to the specific location of pest(s)

The conditions conducive to the pest(s)

If the technician can treat the pest using a non-chemical method or make arrangements with the necessary building staff to do so. If necessary, the technician shall make a follow-up visit prior to the next monthly service to evaluate the effectiveness of the treatment.

1.8 Chemical Controls

Since this is an IPM contract, chemical controls shall be used primarily as a last resort and only after approval by the user department representative on a case-by-case basis.

1.9 IPM Contact Person and Facility Liaison

To provide the degree of oversight and consistency of services necessary for a successful IPM program, the City shall designate an IPM Contact Person for the City and a Facility Liaison for each of the designated facilities. These people should have the interest and capability to address pest management issues. The IPM Contact Person should participate in all decisions that may directly or indirectly affect pest management. A list of personnel designated as Facility liaisons should be provided to the Contractor by the City. The Contractor's pest management technician should meet with the facility liaison, upon initiation of the contract, and prior to performing pest management services. The Contractor and Facility Liaison will:

1. Identify and discuss specific problem areas in the facility;
2. Facilitate access to all management areas for that facility;
3. Identify and discuss building features or personnel practices that might contribute to pest infestations;
4. Discuss effectiveness of previous control efforts; and
5. Notify pest management personnel of any new restrictions or special safety precautions.

SECTION III BIDDER RESPONSE DOCUMENTS

SECTION III - BIDDER RESPONSE DOCUMENTS**A. ITEMS REQUIRING BIDDER RESPONSE**

NOTE: Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.

1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Procurement Division, at (916) 808-6747.

A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

☒ YES - the firm submitting the bid is certified by the City of Sacramento as a small business enterprise.

☐ NO - the firm submitting the bid is not certified by the City of Sacramento as a small business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number

APP5000A30P

B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as an emerging business enterprise? Check the appropriate block below:

☒ YES - the firm submitting the bid is certified by the City of Sacramento as an emerging business enterprise.

☐ NO - the firm submitting the bid is not certified by the City of Sacramento as an emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number: APP5000A30P

1. LOCAL BUSINESS SALES/USE TAX DEDUCTION

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids. This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:



DEPARTMENT OF FINANCE
PROCUREMENT SERVICES DIVISION

CITY OF SACRAMENTO
CALIFORNIA

915 - I STREET
2nd FLOOR
SACRAMENTO, CA 95814

CENTRAL SERVICES
CONTRACT SERVICES
OFFICE OF SMALL BUSINESS DEVELOPMENT
PURCHASING

PHONE: 916-808-6240
FAX: 916-808-5747

January 3, 2007

APPLIED PEST MANAGEMENT INC
P. O. BOX 3317
VALLEJO, CA 94590

Subject: Emerging and Small Business Enterprise Certification

Congratulations! The City of Sacramento Office of Small Business Development (OSBD) has determined that your firm meets the criteria for certification under the **Emerging and Small Business Development Program (ESBD)**.

Effective this day, your firm has been certified as a **Small Business Enterprise**. This certificate will expire **December 30, 2009**. It is your responsibility to notify this office, within thirty (30) days, of any change in certification status of your firm. Failure to do so will result in revocation of this certification issued by this office. The City's Office of Small Business Development reserves the right to review the certification at any time for purposes of certification compliance.

Your vendor code number is **APP5000A30P**. It may be used when working with any City of Sacramento procurement or contracting project. You must notify this office within (30) days if there is a change of ownership, business name, or address. It will also be your responsibility to contact our office prior to your expiration date for a recertification application.

Keep this letter as proof of ESBD certification. Thank you for joining the City of Sacramento ESBD Program family. If you have any questions about your certification, please call our new number: **(916) 808-6747**.

Sincerely,

Trevor Walton
Program Specialist

Integrated Pest Management Services

BID NO. B081181018

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento? ☒ Yes; or ☐ No

If the answer to Question #1 is "Yes":

- 1) Provide the address of the bidder's fixed offices or locally taxable distribution point(s):

4551 ORANGECROVE AVENUE
SACRAMENTO, CA. 95841

Specify: fixed office location or distribution point(s): FIXED OFFICE LOCATION

- 2) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate

Number: 52973

3. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes ☒ or No ☐ (Net 30 days)

If Yes, the Payment Discount is 5 % for payment within 30 calendar days, which will be computed from the date service is complete and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

SECTION III – BIDDER RESPONSE DOCUMENTS

**B. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL
BIDDER PRIOR TO START OF CONTRACT**

The following documents are required to be completed and submitted by the successful bidder prior to the award of contract of the contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

Integrated Pest Management Services

BID NO. B081181018

SECTION III – BIDDER RESPONSE DOCUMENTS

C. BID GUARANTEE

THIS SECTION IS NOT APPLICABLE TO THIS BID

SECTION III – BIDDER RESPONSE DOCUMENTS

D. PERFORMANCE BOND

THIS SECTION IS NOT APPLICABLE TO THIS BID

SECTION III – BIDDER RESPONSE DOCUMENTS

E. PAYMENT BOND

THIS SECTION IS NOT APPLICABLE TO THIS BID

SECTION III – BIDDER RESPONSE DOCUMENTS

F. DRUG FREE WORKPLACE POLICY AND AFFADAVIT

THIS SECTION IS NOT APPLICABLE TO THIS BID

- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

- 6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
- 7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the

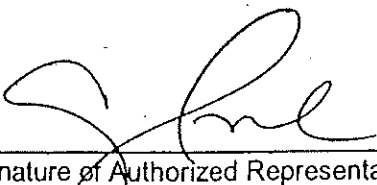
City. I also agree to prominently display a poster informing each employee of these rights.

8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

10/9/2007

Date

CAROLYN FORE

Print Name

ASST- TO THE PRESIDENT

Title

SECTION III – BIDDER RESPONSE DOCUMENTS

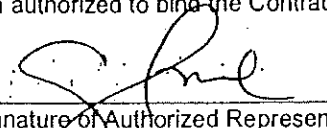
I. DECLARATION OF COMPLIANCELiving Wage Ordinance

Name of Contractor: APPLIED PEST MANAGEMENT, INC / PARATEX TERMITE
Address: 4551 ORANGE GROVE AVE, SACRAMENTO, CA 95841

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Living Wage Requirements provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitation for the performance of services under a City contract.
2. As a condition of receiving the City contract, I agree to fully comply with the Living Wage Requirements, as well as any additional requirements that may be specified in the City's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, I will pay not less than the minimum compensation specified in the Ordinance to my employees, for all time spent performing any work under my City contract.
3. If the amount of my City contract is less than \$100,000, as a condition of receiving this contract I will notify the City in writing if the aggregate value of my City contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to me within the previous 12 months, is \$100,000 or more.
4. I acknowledge and agree that the Living Wage Requirements, the Ordinance and this Declaration shall constitute part of my City contract, and that these provisions shall govern in the event of any conflict with any other provisions of the contract.
5. I further acknowledge and agree that any violation of the Living Wage Requirements or the Ordinance constitutes a material breach of my City contract, and that, if such a breach occurs, the City will be authorized to terminate the contract, and pursue all available legal and equitable remedies.
6. If requested by the City, I will promptly submit certified payroll records to the City, for myself and/or for my subcontractor(s), as requested by the City, and I will take any other steps as may be required by the City to determine whether my subcontractor(s) or I have complied with the Living Wage Requirements and the Ordinance.
7. I will require all of my subcontractors who are covered by these requirements to comply with the Living Wage Requirements and any additional requirements that may be specified in the Ordinance, and I will include these requirements in all subcontracts covered by the Ordinance.
8. I will defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the City's Living Wage Requirements or the Ordinance by me or by any subcontractor retained to perform work or provide services under my City contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.


Signature of Authorized Representative

Print name: CAROLYN FORE

Date: 10/9/2007

Title: ASST. TO THE PRESIDENT

SECTION III – BIDDER RESPONSE DOCUMENTS

J. PRICING SCHEDULE

For furnishing to the City of Sacramento prices in accordance with the provisions and specifications contained herein. Pricing shall be all inclusive. No surcharges or additional fees will be allowed.

Note: All items must be priced in order for your bid to be considered responsive.

Item no.	Facility	Address	Annual Cost
1	City Hall (Historic)	915 I Street	\$ 876.00
2	City Hall (new)	915 I Street	\$ 1,080.00
3	911 Call Center	7397 San Joaquin Street	\$ 408.00
4	Max Baer Community Center	7815 35th Ave.	\$ 288.00
5	Clunie Club House	3301 H Street	\$ 420.00
6	Coloma Community Center	4623 T. Street	\$ 840.00
7	Belle Coledge Community Center	5699 South Land Park Dr.	\$ 288.00
8	Ethel McLoud Hart Senior Center	915 27th Street	\$ 840.00
9	Evelyn Moore Community Center	1402 Dickson Street	\$ 360.00
10	Garden & Arts Community Center	3316 McKinley Blvd.	\$ 300.00
11	Joe Mims Jr. / Hagginwood Community Center	3271 Marysville Blvd.	\$ 360.00
12	Johnston Park (Carl) Community Center	231 Eleanor Ave.	\$ 336.00
13	Clunie Community Center	601 Alhambra Blvd.	\$ 360.00
14	Miller Park (Fredrick) Boat Harbor Office	2701 Harbor View Drive	\$ 348.00
15	Oak Park Child Care Center	3930 8th Ave.	\$ 348.00
16	Oak Park Community Center	3425 M. Luther King Blvd.	\$ 348.00
17	Robertson Community Center	3525 Norwood Ave.	\$ 360.00
18	Sam Pannell Community Center	2450 Meadowview Road	\$ 360.00
19	George Sim Park Community Center	6207 Logan Street	\$ 420.00
20	Public Safety Admin Building (Police)	5770 Freeport Blvd.	\$ 720.00
21	Arcade Library	2443 Marconi Ave.	\$ 600.00
22	Arden Library	891 Watt Ave.	\$ 324.00
23	Belle Coledge Library	5600 South Land Park Dr.	\$ 324.00
24	Central Library	828 I Street	\$ 360.00
25	Colonial Heights Library	4799 Stockton Blvd.	\$ 300.00
26	Del Paso Library	920 Grand Ave.	\$ 300.00
27	Fair Oaks Library	1160 Fair Oaks Blvd.	\$ 300.00
28	Martin Luther King Regional Library	7340 24th St.	\$ 300.00
29	McClatchy Library	2112 22nd Ave.	\$ 300.00
30	McKinley Library	601 Alhambra Blvd.	\$ 240.00
31	Rancho Cordova Library	9845 Folsom Blvd.	\$ 348.00
32	South Natomas Library	2901 Truxel Road	\$ 300.00
33	Southgate Library	6132 66th Ave.	\$ 300.00
34	Sylvan Oaks Library	6700 Auburn Blvd.	\$ 360.00
35	Animal Shelter	2127 Front Street	\$ 960.00
36	Bing Maloney Golf Pro Shop/Restaurant	6801 Freeport Blvd.	\$ 360.00
37	Cavanaugh Golf Course Club House	8325 River Road	\$ 480.00

Integrated Pest Management Services

BID NO. B081181018

38	Cavanaugh Golf Course Hack House	8325 River Road	\$ 348.00
39	Cavanaugh Golf Course Snack Bar/Restroom	8325 River Road	\$ 180.00
40	Haggin Oaks Pro Shop/Restaurant	3645 Fulton Avenue	\$ 660.00
41	Wm. Land Park Golf Pro Shop & Restaurant	1501 Sutterville Rd.	\$ 660.00
42	Meadowview Service Center Admin - Bldg A	2812 Meadowview Road	\$ 540.00
43	Meadowview Service Center Lockers - Bldg B	2812 Meadowview Road	\$ 540.00
44	Meadowview Service Center Security - Bldg E	2812 Meadowview Road	\$ 120.00
45	Meadowview Service Center Shops - Bldg C	2812 Meadowview Road	\$ 480.00
46	New Building	300 Richards Blvd.	\$ 660.00
47	Plaza Building	921 10th Street	\$ 348.00
48	Sutter's Landing	20.28th Street	\$ 360.00
49	City Cemetery Office	1001 Broadway	\$ 348.00
50	Sequoia Pacific Building	551 Sequoia Pacific Blvd.	\$ 480.00
51	Plaza Parking Garage	1000 I Street	\$ 336.00
52	Joseph E. Rooney Police Facility	5303 Franklin Blvd	\$ 480.00
53	Sequoia Pacific Police Property Warehouse	555 Sequoia Pacific Blvd.	\$ 480.00
54	William J. Kinney Police Facility	3550 Marysville Blvd.	\$ 420.00
55	Drill Tower Fire Maint Bldg.	3230 J Street	\$ 360.00
56	Drill Tower Fire Maint Bldg.No 2	3230 J Street	\$ 360.00
57	Fire Maintenance Building	3230 J Street (rear)	\$ 240.00
58	Fire Station # 01	624 Q Street	\$ 336.00
59	Fire Station # 02	1229 I Street	\$ 336.00
60	Fire Station # 03	7208 West Elkhorn Blvd.	\$ 336.00
61	Fire Station # 04	3145 Granada	\$ 336.00
62	Fire Station # 05	731 Broadway	\$ 336.00
63	Fire Station # 06	3301 M. Luther King Blvd.	\$ 336.00
64	Fire Station # 07	6500 Wyndham Way	\$ 336.00
65	Fire Station # 08	5990 H Street	\$ 336.00
66	Fire Station # 09	5801 Florin Perkins Rd.	\$ 336.00
67	Fire Station # 10	5642 66th Street	\$ 336.00
68	Fire Station # 11	785 Florin Road	\$ 336.00
69	Fire Station # 12	4500 24th Street	\$ 336.00
70	Fire Station # 13	1341 43rd Ave.	\$ 336.00
71	Fire Station # 14	1341 N. C Street	\$ 336.00
72	Fire Station # 15	1591 Newborough	\$ 336.00
73	Fire Station # 16	7363 24th Street	\$ 336.00
74	Fire Station # 17	1311 Bell Ave.	\$ 336.00
75	Fire Station # 18	746 N. Market Blvd.	\$ 336.00
76	Fire Station # 19	1700 Challenge Way	\$ 336.00
77	Fire Station # 20	300 Arden Way	\$ 336.00
78	Fire Station # 56 (Old 22)	3720 47th Ave.	\$ 336.00
79	Fire Station # 57 (Old 23)	7927 East Parkway	\$ 336.00
80	Fire Station # 60 (Old 21)	3301 Julliard Dr.	\$ 336.00
81	Fire Station # 70 (Old 11,25)	1910 Arica Way	\$ 336.00
82	Fire Training Center	3230 J Street (rear)	\$ 336.00
83	Memorial Auditorium	1515 J Street	\$ 480.00
84	Convention Center Theater	1301 L Street	\$ 480.00
85	Convention Center	1100 14th Street	\$ 1,080.00
86	Convention Center (Classique Catering)	1100 14th Street	\$ 480.00
87	Convention Center Admin. (Pannatoni)	1030 15th Street	\$ 360.00

Integrated Pest Management Services

BID NO. B081181018

88	Fairytale Town, Admin, Gift Shop & Cafe	3901 Land Park Drive	\$ 360.00
89	Crocker Art Museum	216 O Street	\$ 480.00
90	Corp Yard Building # 01	5730 24th Street	\$ 120.00
91	Corp Yard Building # 03	5730 24th Street	\$ 120.00
92	Corp Yard Building # 04	5730 24th Street	\$ 120.00
93	Corp Yard Building # 05	5730 24th Street	\$ 120.00
94	Corp Yard Building # 06	5730 24th Street	\$ 120.00
95	Corp Yard Building # 07	5730 24th Street	\$ 120.00
96	Corp Yard Building # 08	5730 24th Street	\$ 120.00
97	Corp Yard Building # 09	5730 24th Street	\$ 120.00
98	Corp Yard Building # 10	5730 24th Street	\$ 120.00
99	Corp Yard Building # 11	5730 24th Street	\$ 120.00
100	Corp Yard Building # 12	5730 24th Street	\$ 120.00
101	Corp Yard Building # 13	5730 24th Street	\$ 120.00
102	Corp Yard Building # 14	5730 24th Street	\$ 120.00
103	Corp Yard Building # 16	5730 24th Street	\$ 120.00
104	Corp Yard Building # 19	5730 24th Street	\$ 120.00
105	Corp Yard Building # 20	5730 24th Street	\$ 120.00
106	Corp Yard Building # 21	5730 24th Street	\$ 120.00
107	Corp Yard Building # 22	5730 24th Street	\$ 120.00
108	Corp Yard Guard House	5730 24th Street	\$ 120.00
109	Discovery Museum	101 I Street	\$ 348.00
110	Natomas Community Center	2921 Truxel Road	\$ 300.00
111	North Area Corp Yard (NACY)	918 Del Paso Road	\$ 480.00
112	Police JA Unit	5760 Freeport Blvd.	\$ 420.00
113	Police Equestrian/Boat Units Bldg.	Miller Park Corp Yard	\$ 360.00
114	Police Barn	Miller Park Corp Yard	\$ 240.00
115	Water Conservation Office	2260 Glen Ellen Circle	\$ 600.00
116	Woodlake Clubhouse	500 Arden Way	\$ 360.00
Total Cost			\$ 42,024.00

RESOLUTION NO. 2007-862

Adopted by the Sacramento City Council

December 4, 2007

AWARD CONTRACT FOR INTEGRATED PEST MANAGEMENT SERVICES

BACKGROUND

- A. The City of Sacramento has a requirement for pest management services for all City-owned and occupied buildings. The Department of General Services, Facilities Management Division, is responsible for delivering these services to their customers throughout the City.
- B. In October 2007, the City issued a formal Invitation to Bid (B0811811018) for integrated pest management services and eight bidders responded. Two apparent low bidders, Ecolab and True Value Pest Control, were found to be non-responsive and rejected. The lowest responsive and responsible bidder was found to be Applied Pest Management, Inc.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. Award a one-year contract with three one-year renewal options to Applied Pest Management, Inc., the lowest responsive and responsible bidder, for the purchase of integrated pest management services in an amount not to exceed \$230,000.
- Section 2. Authorize the City Manager or the City Manager's designee to execute the contract specified above and enter into such extension(s), provided that sufficient funds are available in the budget adopted for the applicable fiscal year(s).

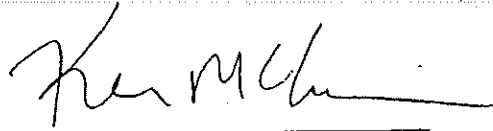
Adopted by the City of Sacramento City Council on December 4, 2007 by the following vote:

Ayes: Councilmembers Cohn, Fong, Hammond, McCarty, Pannell, Sheedy, Tretheway, and Waters.

Noes: None.

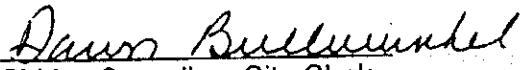
Abstain: None.

Absent: Mayor Fargo.



Kevin McCarty, Vice-Mayor

Attest:


for Shirley Concolino, City Clerk

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SR
APPLPE1 DATE (MM/DD/YYYY)
05/01/07

PRODUCER
*ISU McNeil Insurance Agency,
INC.
7200 Redwood Blvd., Suite 400
Novato CA 94945-3249
Phone: 415-892-8575 Fax: 415-899-8668

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Applied Pest Management Inc.
& Paratex Termite and
Construction Company
P.O. Box 3317
Vallejo, CA 94590

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Fireman's Fund Insurance Co.
INSURER B: Oak River Insurance Company
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	MZG80873313	05/01/07	05/01/08	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Incl. Pesticide & Herbicide Endorse				PERSONAL & AOV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT, APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	MZG80873313	05/01/07	05/01/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
	EXCESS/UMBRELLA LIABILITY				AGG \$
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
	<input type="checkbox"/> DEDUCTIBLE				AGGREGATE \$
	RETENTION \$				\$
B	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	2210017961-071	01/01/07	01/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

RECEIVED
MAY 09 REC'D
RISK MGMT.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
THE CITY OF SACRAMENTO, ITS OFFICIALS, AGENTS AND EMPLOYEES & VOLUNTEERS ARE
NAMED AS ADDITIONAL INSURED PER ATTACHED ENDORSEMENT AS RESPECTS TO WORK
PERFORMED BY OR ON BEHALF OF THE NAMED INSURED IN THE COURSE OF THIS
AGREEMENT. 10 DAY NOTICE OF CANCELLATION APPLIES IN THE EVENT OF
NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

CANCELLATION

CITY OF SACRAMENTO
DEPT OF HUMAN RESOURCES
RISK MANAGEMENT DIVISION
921 TENTH STREET, 7TH FLOOR
SACRAMENTO CA 95814-2713

CITYSC1

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

William W. Quan, Jr., CIC

**Additional Insured – Owners, Lessees or Contractors – Scheduled
Person or Organization - CG 20 10 07 04**

Policy Amendment (s) Commercial General Liability

Insured: Applied Pest Management, Inc.

Policy Number: MZG80873313

Producer: ISU McNeil Insurance Agency, Inc.

Policy Period: 05/01/07 TO 05/01/08

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule:

Name of Additional Insured Person (s) or Organization (s)

**City of Sacramento, Its Officials, Agents
Employees & Volunteers**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who is an Insured is amended to include as an additional insured the person (s) or organization (s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured (s) as the location (s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury or property damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured (s) at the location of the covered operations has been completed; or
2. That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG2010 7-04

Copyright, ISO Properties, Inc. 2004

AGORD CERTIFICATE OF LIABILITY INSURANCE		OP ID SR APPLPE1	DATE (MM/DD/YYYY) 05/01/07
PRODUCER: *ISU McNeil Insurance Agency, INC. 7200 Redwood Blvd., Suite 400 Novato CA 94945-3249 Phone: 415-892-8575 Fax: 415-899-8668		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED: Applied Pest Management Inc. & Paratex Termite and Construction Company P.O. Box 3317 Vallejo, CA 94590		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Fireman's Fund Insurance Co.	
		INSURER B: Oak River Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	MZG80873313	05/01/07	05/01/08	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/>	Incl. Pesticide & Herbicide Endorse				PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/>	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMPIOP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY	MZG80873313	05/01/07	05/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/>	ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/>	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/>	HIRED AUTOS					
<input checked="" type="checkbox"/>	NON-OWNED AUTOS						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2210017961-071	01/01/07	01/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE CITY OF SACRAMENTO, ITS OFFICIALS, AGENTS AND EMPLOYEES & VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED PER ATTACHED ENDORSEMENT AS RESPECTS TO WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED IN THE COURSE OF THIS AGREEMENT. 10 DAY NOTICE OF CANCELLATION APPLIES IN THE EVENT OF NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

CANCELLATION

CITYSC1 CITY OF SACRAMENTO DEPT OF HUMAN RESOURCES RISK MANAGEMENT DIVISION 921 TENTH STREET, 7TH FLOOR SACRAMENTO CA 95814-2713	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE William W. Quan, Jr., CIC
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**Additional Insured – Owners, Lessees or Contractors – Scheduled
Person or Organization - CG 20 10 07 04**

Policy Amendment (s) Commercial General Liability

Insured: Applied Pest Management, Inc.

Policy Number: MZG80873313

Producer: ISU McNeil Insurance Agency, Inc.

Policy Period: 05/01/07 TO 05/01/08

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule:

Name of Additional Insured Person (s) or Organization (s)

**City of Sacramento, Its Officials, Agents
Employees & Volunteers**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who is an Insured is amended to include as an additional insured the person (s) or organization (s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured (s) as the location (s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury or property damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured (s) at the location of the covered operations has been completed; or
2. That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG2010 7-04

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Department of Transportation
Street Maintenance Services

Pavement Maintenance

Best Management Practices as applies to storm water protection

Practice:

It shall be the practice of the City of Sacramento Department of Transportation personnel involved in street maintenance to reduce to the maximum extent practicable the flow, migration, or spillage of contaminates, silt and other debris into the storm water drainage system.

Pavement Maintenance core services will conform to the following general practices and procedures;

1. Maintenance planning and scheduling will include consideration of potential impacts to stormwater quality. Due to the nature of paving operations, the scheduling of patching, resurfacing and surface sealing naturally corresponds with the dry weather seasons. Scheduling considerations of other core services shall include:
 - a. Time of season
 - b. Weather forecast
 - c. Viability/ practicality of method
 - d. Presence of downstream BMP's (i.e., pumping station, maintained drainage ditches)
 - e. Materials being used
2. Storm drains in **applicable** work zones will be covered or blocked to prevent debris from entering the stormwater system during operations. During some paving operations, work is done in the center of a wide corridor which may not require inlet protection; in such circumstances, work will be monitored by the Supervisors to ensure equipment is in place to keep debris from paving operations out of the gutter and associated drain inlets.
 - a. As part of the initial assessment of all jobs, the work zone and immediate area will be checked for possible points where debris may enter the storm drain system before work begins.
 - b. Filter fabric is to be placed at drain inlets adjacent to work site and downstream inlets close to work area.
 - i. **Remove inlet protection after job is complete or after water form emulsified oil sealants has drained or evaporated.**
 - c. Although pollution potentials generated by paving operations are generally benign, drain inlet protection shall be evaluated in cases where:

- i. There is a potential for water/irrigation line fracture
 - ii. There is the presence of “nuisance flows”
 - 1. Excessive water flowing off adjacent parcels into gutter.
 - 2. Irrigation flowing off nearby parcels into gutter.
 - d. Work sites that have been identified as having nuisance flows associated with them will require gravel bags or some other measure designed to filter turbid water generated from work-related sediment interacting with the nuisance flow.
 - i. In the event of turbid water discharging in the gutter, the measure put in place shall be monitored to:
 - 1. Proper functioning of measure (i.e., adequate filtering of turbid flow prior to discharging into drain inlet).
 - 2. Ensure that there is no localized flooding at any intersection or street that may impact traffic.
 - 3. Ensure no turbid flows enter any downstream drain inlets.
 - ii. If work is conducted on a relatively steep hill, additional gravel bags shall be placed **in the gutter** leading to the next downstream drain inlets in order to.
 - e. Where there is no practical method to cover or block off stormwater facilities, work shall be planned and conducted so as to minimize or exclude materials falling into the stormwater system
 - i. All sediment and debris is contained within the work area by crews either sweeping or vacuuming.
 - ii. Spoils may be used to block any flow in the gutter as long the downstream portion of the gutter is monitored for any turbid flows threatening to enter a storm drain, and that there is no localized flooding issues.
3. Materials from operations will be kept within the work zone at all times. Sides of work zone and gutters are kept clean so no loose debris associated with paving operations are left on the street or in the gutter.
 4. All crews and supervisors will identify and cleanup (or schedule for cleanup) stormwater contaminants observed entering drain inlets during operations.
 5. Supervisors will inspect and document work site’s erosion and sediment control measures before, during, and after storm events and makes necessary corrections as is required.
 6. Vehicles carry sand to absorb any spills of gas, oil, vehicle fluids or other liquid contaminants, and clean up debris shall be disposed of properly.
 - a. Any diesel/release agent applied to paving equipment (Paver) to prevent asphalt from sticking shall be done over porous surfaces, contained within paving operations site, or absorbed with sand and swept up.

7. Selection of the most effective, low-toxic release agents applied to tool, boot, and equipment to keep asphalt from sticking.
 - a. Application of oil is done over pervious surfaces or over asphalt mix (i.e., truck positions apron over the Paver prior to oil being sprayed onto the apron.
8. Materials, cut, dug, or otherwise displaced by operations will be removed.
9. Sawcutting operations performed by the paving crews shall occur during dry weather, and all slurry is to be contained and removed using an on-site vacuum.
10. At no time will the work area be washed down with water to clean up.
11. All Department of Transportation vehicles will conform with the Vehicle Code Section 23115 which states in part; No vehicle loaded with garbage, swill, cans, bottles, wastepaper, ashes, refuse, trash, or rubbish, or any other noisome, nauseous or offensive matter, or anything being transported to a dump site for disposal shall be driven or moved upon any highway unless the load is totally covered in a manner which will prevent the load or any part of the load from spilling or falling from the vehicle.
12. All vehicles and equipment leaking vehicle fluids will be reported to the repair shop.
 - a. Catch drips from equipment that is not in use with pans or absorbent material placed under the machines.
 - b. Dispose of collected material and absorbents properly.

Department of Transportation
Street Maintenance Services

In-Source Concrete Maintenance

Best Management Practices as applies to storm water protection

Practice:

It shall be the practice of the City of Sacramento Department of Transportation personnel involved in street maintenance to reduce to the maximum extent practicable the flow, migration, or spillage of contaminates, silt and other debris into the storm water drainage system.

In- Source Concrete Maintenance core services will conform to the following general practices and procedures;

1. Maintenance planning and scheduling will include consideration of potential impacts to stormwater quality. Scheduling considerations shall include:
 - a. Time of season
 - b. Weather forecast
 - c. Viability of method
 - d. Materials being used
2. Storm drains in the work zone will be covered or blocked to prevent debris from entering the stormwater system during operations.
 - a. As part of the initial assessment of all jobs, the work zone and immediate area will be checked for possible points where debris may enter the storm drain system before work begins.
 - b. Filter fabric and/or gravel bags are to be placed at the immediate drain inlets downstream of any work. Remove inlet protection after job is complete.
 - i. If work is conducted on a relatively steep hill, additional gravel bags shall be placed in the gutter leading to the next downstream drain inlets.
 - ii. In the event of turbid water discharging in the gutter, the filter fabric and gravel bags shall be monitored to ensure proper functioning, and to ensure no turbid flows enter any downstream drain inlets.
 - c. Where there is no practical method to cover or block off stormwater facilities, work shall be planned and conducted so as to minimize or exclude materials falling into the stormwater system
 - i. All sediment and debris is contained within the work area by crews either sweeping or vacuuming.

- ii. Spoils may be used to block any flow in the gutter as long the downstream portion of the gutter is monitored for any turbid flows threatening to enter a storm drain, and that there is no localized flooding issues.
- 3. Materials from operations will be kept within the work zone at all times. Sides of work zone and gutters are kept clean so no loose debris is left on the street or in the gutter.
- 4. All crews and supervisors will identify and cleanup (or schedule for cleanup) stormwater contaminants observed entering drain inlets during operations.
- 5. Supervisors will inspect and document work site's erosion and sediment control measures before, during, and after storm events and makes necessary corrections as is required.
- 6. Vehicles carry sand to absorb any accidental spills of gas, oil, vehicle fluids or other liquid contaminants, and clean up debris shall be disposed of properly.
- 7. Materials, cut, dug, or otherwise displaced by operations will be removed.
- 8. At no time will the work area be washed down with water to clean up.
- 9. All Department of Transportation vehicles will conform with the Vehicle Code Section 23115 which states in part; No vehicle loaded with garbage, swill, cans, bottles, wastepaper, ashes, refuse, trash, or rubbish, or any other noisome, nauseous or offensive matter, or anything being transported to a dump site for disposal shall be driven or moved upon any highway unless the load is totally covered in a manner which will prevent the load or any part of the load from spilling or falling from the vehicle.
- 10. All vehicles and equipment leaking vehicle fluids will be reported to the repair shop.
 - a. Catch drips from equipment that is not in use with pans or absorbent material placed under the machines.
 - b. Dispose of collected material and absorbents properly.



1,403
TOTAL

DEPARTMENT OF
UTILITIES

CITY OF SACRAMENTO
CALIFORNIA

2812 Meadowview Road
Sacramento, CA 95832

SOLID WASTE DIVISION

Phone: 916-808-4900
Fax: 916-808-4999

August 10, 2007

New Service
Voluntary Containerized Yard Waste Collection Service will begin on:
Thursday, August 30, 2007

Dear Sacramento Resident:

Your Councilmember, in conjunction with Solid Waste Services, has identified your community as having a heavy interest in the Voluntary Containerized Yard Waste Program. Residents that participate in the Voluntary Containerized Yard Waste Collection program will receive a 24% reduction on their garden refuse fee.

In addition to the weekly containerized service, the program also includes 8 loose-in-the-street collections. These occur as follows:

- Leaf Season: Twice per month during November and December
- Pruning Season: Last week of the month during February, May and October
- Christmas Trees: Second week of January

Your containerized yard waste collection service will begin on Thursday, August 30, 2007. Service is weekly and will be the same as your trash collection day. Residents that participate in the program will receive their last weekly loose-in-the-street collection on Tuesday, August 28, 2007.

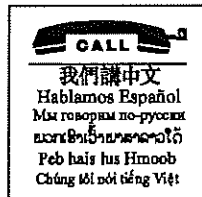
While this is a voluntary program, residents must only use their container if they choose to participate in the program. Yard waste must not be placed on the street other than the above schedule. For residents that use a gardening service, please make sure they are aware of the program and have access to your container. You will begin to see containers delivered on August 26, 2007. Residents that do not wish to participate in the program can continue to place their yard waste loose-in-the-street.

Please contact Customer Service at (916) 808-5454 if you **DO NOT** want the container or if you have additional questions contact Doug Huston, Program Analyst, at (916) 808-4935.

Sincerely

Enrique Hernandez
Integrated Waste Collection Superintendent

cc: Heather Fargo, Mayor
Steve Cohn, Councilmember, District 3
Ray Kerridge, City Manager



RESOLUTION NO. 2004-691

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF AUG 24 2004

RESOLUTION ADOPTING A VOLUNTARY CONTAINERIZED COLLECTION SERVICE PROGRAM FOR GARDEN REFUSE AND ADOPTING PROGRAM REGULATIONS

WHEREAS, pursuant to Article III of Chapter 13.10 of the Sacramento City Code, the City operates a garden refuse collection and disposal program. Under this program, the City periodically collects garden refuse deposited in City streets, disposes of the garden refuse and sweeps the City streets. The owners of properties fronting on streets where these services are provided are required to pay the lawn and garden service fee established by resolution of the City Council to cover the City's cost to provide these services; and

WHEREAS, on June 29, 2004, the City Council adopted Ordinance No. 2004-036 enacting City Code Section 13.10.475 that authorizes the City Council to adopt, by resolution, a voluntary containerized collection service program for garden refuse. Such a program would allow qualifying residential property owners in the city with an option to subscribe to containerized garden refuse collection and disposal service as an alternative to depositing garden refuse in city streets for collection, and such property owners would not be entitled to deposit garden refuse in the street for City collection except to the extent that the deposit of garden refuse in the street is authorized under the City's voluntary containerized collection service program. Under City Code Section 13.10.475, a property owner's decision whether to subscribe to the program is voluntary, and participation in the program is not required as a condition of owning residential property in the City; and

WHEREAS, City Code Section 13.10.475 authorizes the City's Integrated Waste General Manager to promulgate regulations for operation of a voluntary containerized collection service program, which shall become effective when adopted by City Council resolution, and requires customers who voluntarily subscribe to containerized garden refuse collection service to pay the rates, fees and charges established for this service by City Council resolution; and

WHEREAS, the fees for containerized collection of garden refuse, consisting of the fee for containerized lawn and garden service and the fee for street sweeping service, were established by City Council Resolution No. 2004-514 adopted on June 29, 2004; and


FOR CITY CLERK USE ONLY

RESOLUTION NO: 2004-691
DATE ADOPTED AUG 24 2004

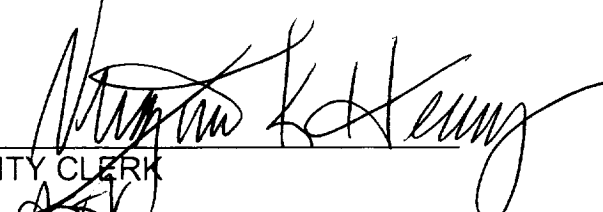
WHEREAS, pursuant to Section 13.10.475 of the Sacramento City Code, the City Council now desires to adopt a voluntary containerized collection service program for garden refuse and adopt the regulations for such program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO THAT:

1. The City Council hereby adopts a Voluntary Containerized Collection Service Program for garden refuse (hereafter referred to as the "Program"), pursuant to Section 13.10.475 of the Sacramento City Code. Under the Program, residential property owners in the City who qualify for the Program may voluntarily request to subscribe to containerized garden refuse collection service in accordance with the applicable provisions of City Code Chapter 13.10, the Program Regulations adopted by this resolution, and such administrative procedures as may be adopted by the City's Integrated Waste General Manager to implement the Program Regulations. Property owners who subscribe to the Program shall pay the fees established by City Council resolution for containerized lawn and garden service and street sweeping service.
2. The Program Regulations promulgated by the City's Integrated Waste General Manager and attached hereto as **Exhibit A**, are hereby adopted.


MAYOR

ATTEST:


CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO. 2004-691
DATE ADOPTED AUG 24 2004

**PROGRAM REGULATIONS
VOLUNTARY CONTAINERIZED LAWN AND GARDEN
COLLECTION PROGRAM**

1. The collection schedule shall be weekly for voluntary containerized (96 gallon greenstone container) lawn and garden service and include bi-weekly collection of loose material during Leaf Season (months of November and December), Pruning Season (end of February and March), and Growth Season (end of month of April, and August).
2. Residents who participate in the voluntary containerized Lawn and Garden Collection Program must agree to subscribe to the service for a minimum of 5 years to fully recover program's capital costs.
3. Participants in the Voluntary Lawn and Garden collection program that place improper material in their lawn and garden collection container will be warned three times.
 - a. 1st Warning – A notice will be placed on the container (stating that improper material was found in the green waste container) and the container will be dumped as garbage by a garbage truck (utility bill account will be noted).
 - b. 2nd Warning – A notice will be placed on the container (stating that this is the second time improper material was placed in the container) the container will be dumped as garbage by a garbage truck and a Supervisor will try to make contact with the customer (utility bill account will be noted).
 - c. 3rd Warning – A notice will be placed on the container, stating that the container was not dumped because it contains improper material. The container can be dumped as garbage by a garbage truck for a fee of \$11.62 (which is the Additional 90 gallon garbage container charge established in Resolution 2004-514). In addition, a letter will be sent to the customer stating future occurrences of placement of improper materials in the Lawn and Garden container will result in an automatic charge of \$11.62 per occurrence.
4. Upon the first anniversary date of participation in the program, residents will be eligible for a second lawn and garden collection container at a reduced rate, if such rate has been adopted in the annual Fee and Charges report adopted by Council resolution.
5. Residents wanting a second lawn and garden container before their one year anniversary date in the program, will be required to pay the containerized lawn and garden rate for a second container established in the Annual Fee and Charges report. The current rate approved by Council on June 29, 2004, Resolution 2004-514, is \$13.15 (rate includes \$7.15 for containerized service and \$6.00 for service of second container).

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2004-691
DATE ADOPTED: AUG 24 2004

RESOLUTION NO. 2004-514

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF JUN 22 2004

RESOLUTION ADOPTING FINDINGS AND AMENDING THE CITY OF SACRAMENTO FEE AND CHARGE REPORT TO ESTABLISH ADJUSTED SOLID WASTE FEES AND CHARGES

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

WHEREAS, Articles XIII C and D of the California Constitution (Proposition 218) establish various procedures for the approval of local taxes, assessments and property-related service fees; and

WHEREAS, for the imposition or increase of water, sewer and refuse collection service fees that are "property-related fees" are within the meaning of Proposition 218, Proposition 218 requires that a notice describing the proposed fee or fee increase and establishing a date, time and location of a public hearing on the proposed fee or fee increase, be mailed to the record owner of each parcel subject to the proposed fee or fee increase; and

WHEREAS, at such hearing (held not less than 45 days after the notice is mailed), Proposition 218 requires the agency proposing such fee or fee increase to consider all protests filed against the proposed fee or fee increase, and prohibits the agency from approving the proposed fee or fee increase if written protests against the proposed fee or fee increase are presented by a majority of the owners of the affected parcels; and

WHEREAS, on April 16, 2004, the City mailed a notice to all owners of property subject to the City's refuse collection service fees, which notice: (i) described proposed adjustments, including decreases and increases, in these fees for all parcels; (ii) provided the date, time and location of the public hearing when these proposed fee adjustments would be considered for adoption by the City Council; and (iii) notified such owners of their right to file a written protest against the proposed fee increases and proposed new fee with the City Clerk at or before the time set for public hearing; and

WHEREAS, the City Council has held such public hearing, and has considered all protests against the proposed fee adjustments, including decreases and increases, as well as all testimony and other information presented by City staff and members of the public.

FOR CITY CLERK USE ONLY

RESOLUTION NO. 2004-514

DATE ADOPTED: JUN 22 2004

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

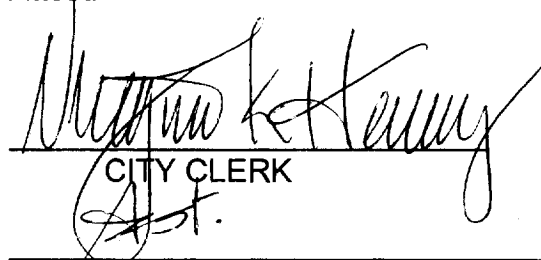
1. Based on the testimony and other information presented to it, the City Council hereby finds that as of the date and time of the public hearing on this matter:

The number of written protests received by the City Clerk against the proposed rate increases in the City's solid waste (garbage, recycling, lawn and garden refuse and street sweeping) service fees, is less than a majority of the record owners of the parcels that will be subject to the proposed increased fees.

2. That, pursuant to Sections 13.10.100, 13.10.440, 13.10.450, 13.10.460 of the Sacramento City Code, the City of Sacramento Fee and Charge Report is hereby amended to include the solid waste service fees and charges attached hereto as Exhibit A to take effect for services billed on or after July 1, 2004, for fiscal year 2004-2005 fees and charges..
3. That based on the information presented to it and upon all information in the public record, and in compliance with Public Resources Code Section 21080(b)(8), the City Council finds that the adjusted and increased solid waste service fees are for the purpose of:
 - a. Providing funds to meet operating expenses.
 - b. Permitting the generation of necessary cash flow to finance maintenance of the solid waste collection system and meeting financial reserves requirements.
 - c. Permitting the purchase of necessary equipment for the system.
 - d. Being a source of funds for capital projects necessary to maintain the system.


MAYOR

Attest:


CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO. 2004-514
DATE ADOPTED: JUN 22 2004

Monthly Solid Waste Fees and Charges

FY2004/05 Rates

The City of Sacramento Fee and Charge Report is hereby amended to include the following Solid Waste fees and charges to be effective for services billed on or after July 1, 2004 (FY2004/05).

<u>Description</u>	<u>Rate Code</u>	<u>Amount of Service</u>	<u>FY2004/05 Rate</u>
I. GARDEN REFUSE COLLECTION (LAWN & GARDEN) AND STREET SWEEPING			
<u>A. Lawn & Garden Services</u>			
Single family residence (non-containerized)	500	Weekly *	\$8.32
Single family (containerized) residence	510	Weekly *	\$7.15
Double family residence	501	Weekly *	\$13.37
<u>Mute-Family Residential Units</u>			
3-5 units	502	Weekly *	\$14.50
6-10 units	503	Weekly *	\$19.00
11-25 units	504	Weekly *	\$24.00
26-50 units	505	Weekly *	\$29.00
51 units and over **	509	Weekly *	\$32.00
<u>Non-Residential/Commercial</u>			
2 cubic yards of garden refuse	506	Weekly *	\$20.00
3 cubic yards of garden refuse	507	Weekly *	\$25.00
4 cubic yards of garden refuse	511	Weekly *	\$32.00
<u>Miscellaneous Services</u>			
		charge special rate	

FOR CITY COUNCIL USE ONLY

RESOLUTION NO.: 2004-514

DATE ADOPTED: JUN 22 2004

2nd can for containerized L &G service (customer owns can)	\$37.50
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2nd L &G service for 2nd can of containerized service	\$6.00
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(**51 units and over are billed as same as commercial 4 cubic yard rate)

B. Street Sweeping Services

Single family residence	508	\$1.07
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Double family residence	512	\$1.71
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Mute-Family Residential Units

3-5 units	513	\$3.00
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6-10 units	514	\$3.25
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11-25 units	515	\$3.25
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26-50 units	516	\$3.25
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51 units and over	517	\$3.25
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<i>Non-Residential /Commercial</i>	518	\$3.25
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\$260/hour

Special/Extra Sweeping Services

FOR CITY COUNCIL USE ONLY

RESOLUTION NO.: 2004-514

DATE ADOPTED: JUN 22 2004

II. RECYCLING SERVICES

Non-Residential/Commercial (WITH GARBAGE SERVICES)

1 yard commingled recycling	685	1 pickup/bi-weekly	\$21.50
2 yard commingled recycling	686	1 pickup/bi-weekly	\$28.00
3 yard commingled recycling	687	1 pickup/bi-weekly	\$37.00
4 yard commingled recycling	688	1 pickup/bi-weekly	\$42.00
In-office recycle (auto lift)	692	1 pickup/weekly	\$7.00
Multi-family/commercial commingled recycle	694	1 pickup/bi-weekly	\$7.00

Non-Residential/Commercial (WITHOUT GARBAGE SERVICES)

1 yard commingled recycling	690	1 pickup/bi-weekly	\$26.00
2 yard commingled recycling	679	1 pickup/bi-weekly	\$34.00
3 yard commingled recycling	693	1 pickup/bi-weekly	\$43.00
4 yard commingled recycling	691	1 pickup/bi-weekly	\$48.00
In-office recycle (auto lift)	692	1 pickup/weekly	\$7.00
Multi-family/commercial commingled recycle	694	1 pickup/bi-weekly	\$7.00

Residential

Commingled 96-gallon	675	Weekly	\$2.50
Commingled 64-gallon	699	Weekly	\$2.50

FOR CITY COUNCIL USE ONLY

RESOLUTION NO.: 2004-514

DATE ADOPTED: JUN 22 2004

Commingled Disabled	698	Weekly	\$2.50
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Miscellaneous Recycling Services

Recycling services for 2nd recycling can		\$2.50
Delivery of second can		\$24.00
Replacement can within one year		\$37.50
Fee if service is changed less than 6 months after service is started		\$37.50

III. GARBAGE COLLECTION SERVICE

Residential Manual Services

32 gal or less non-curb*	600	1 pickup/wk	\$22.06
		2 pickups/wk	\$44.13
		3 pickups/wk	\$57.96
		Additional can/pickup	\$10.75
33-40 gal non-curb*	601	1 pickup/wk	\$24.30
		2 pickups/wk	\$48.61
		3 pickups/wk	\$64.86
		Additional can/pickup	\$13.96
32 gal or less curbside	604	1 pickup/wk	\$15.25
		2 pickups/wk	\$30.51
		3 pickups/wk	\$45.38
		Additional can/pickup	\$7.74
33-40 gal curbside	605	1 pickup/wk	\$16.89
		2 pickups/wk	\$33.78
		3 pickups/wk	\$50.66
		Additional can/pickup	\$9.94

(* "non-curb" is defined as container placement more than 6 feet from curb.)

FOR CITY COUNCIL USE ONLY

RESOLUTION NO.: 2004-514

DATE ADOPTED: JUN 22 2004

Miscellaneous Residential Manual Services

Collection on special call (manual)	40 gal or less	\$30.15
	Each additional can	\$11.39
Extra bag on normal route	All sizes	\$5.50
Fee if service is changed less than 6 months after service is started		\$25.00
Replacement can within one year		\$37.00
VACANCY STOP (One-time fee to stop garbage & recycling charges temporarily)		\$50.00

Residential Automated Services

Auto-lift (90 gallon)	608	1 pickup/wk per res. unit	\$14.53
Auto-lift DISABLED (90 gallon)	697	1 pickup/wk per res. unit	\$14.53
Additional 90 gallon		Each additional can (sitting together)	\$11.62
Auto-lift (60 gallon)	673	1 pickup/wk per res. unit	\$12.18
Auto-lift DISABLED (60 gallon)	696	1 pickup/wk per res. unit	\$12.18
Additional 60 gallon	684	Each additional can (sitting together)	\$10.20
Additional 60 gallon		With 90 gallon service (sitting together)	\$10.20

FOR CITY COUNCIL USE ONLY

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DATE ADOPTED: JUN 22 2004

Auto-lift container (32 gallon)	609	1 pickup/wk per res. unit	\$10.09
Auto-lift DISABLED (32 gallon)	695	1 pickup/wk per res. unit	\$10.09
Additional 32 gallon	683	Each additional can (sitting together)	\$8.58
Additional 32 gallon	683	With 90 or 60 gallon service (sitting together)	\$8.58

Miscellaneous Residential Automated Services

Collection on special call (autolift)	90-gallon	\$26.12
	Additional can/bag	\$13.66
	60-gallon	\$23.62
	Additional can/bag	\$12.11
	32-gallon or less	\$21.26
Extra bag on normal route	Additional can/bag	\$10.65
	90-gallon	\$8.35
	60-gallon	\$6.30
	32-gallon or less	\$5.25
Fee if service for additional container is stopped less than six months after service is started		\$25.00
Replacement can within one year		\$37.00
VACANCY STOP (One-time fee to stop garbage & recycling charges temporarily)		\$50.00

FOR CITY COUNCIL USE ONLY

RESOLUTION NO.: 2004-514

DATE ADOPTED: JUN 22 2004

Multi-Family/Commercial Manual Can Services

Com 32 gal or less	630	1 pickup/wk	\$27.10
		2 pickup/wk	\$54.19
		3 pickup/wk	\$75.86
		4 pickup/wk	\$101.16
		5 pickup/wk	\$126.45
		6 pickup/wk	\$151.74
		Additional can	\$15.50
Com 33-40 gal	631	1 pickup/wk	\$29.84
		2 pickup/wk	\$59.70
		3 pickup/wk	\$80.38
		4 pickup/wk	\$107.18
		5 pickup/wk	\$133.98
		6 pickup/wk	\$160.77
		Additional can	\$19.50
Com 41-50 gal	632	1 pickup/wk	\$35.86
		2 pickup/wk	\$71.71
		3 pickup/wk	\$107.58
		4 pickup/wk	\$143.43
		5 pickup/wk	\$179.29
		6 pickup/wk	\$215.15
		Additional can	\$22.45
Com 51-60 gal	633	1 pickup/wk	\$41.24
		2 pickup/wk	\$82.49
		3 pickup/wk	\$123.73
		4 pickup/wk	\$164.97
		5 pickup/wk	\$206.21
		6 pickup/wk	\$247.46
		Additional can	\$26.20

Miscellaneous Multi-Family/Commercial Manual Can Services

Commercial manual collection on special call	32 gal or less	\$35.25
	Each additional can	\$17.50
Replacement can within one year		\$37.50

FOR CITY COUNCIL USE ONLY

RESOLUTION NO.: 2004-514
DATE ADOPTED: JUN 22 2004

Multi-Family/Commercial Automated Can Services

Commercial Auto-lift (90 gallon)	678	1 pickup/wk	\$20.25
Commercial Auto-lift (60 gallon)	677	1 pickup/wk	\$17.80
Commercial Auto-lift (32 gallon)	676	1 pickup/wk	\$15.90
Commercial - additional can		Each additional 90 gallon can	\$15.90
Commercial - additional can		Each additional 60 gallon can	\$14.45
Commercial - additional can		Each additional 32 gallon can	\$13.95
Replacement can within one year			\$37.50

Miscellaneous Multi-Family/Commercial Automated Can Services

Commercial automated collection on special call		90-gallon automated can	\$27.24
		60-gallon automated can	\$23.69
		32-gallon automated can	\$20.50
		Each additional can	\$15.50
1 yd bin loose/owned for multi-family res over 4 units	612	1 pickup/wk	\$51.30
		2 pickup/wk	\$102.61
		3 pickup/wk	\$153.91
		4 pickup/wk	\$205.21
		5 pickup/wk	\$256.51
		6 pickup/wk	\$307.81
1 yd bin loose/owned for multi-family res over 4 units	612	1 pickup/wk	\$51.30
		2 pickup/wk	\$102.61
		3 pickup/wk	\$153.91
		4 pickup/wk	\$205.21
		5 pickup/wk	\$256.51
		6 pickup/wk	\$307.81

FOR CITY COUNCIL USE ONLY

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DATE ADOPTED: JUN 22 2004

1 yd bin compacted/owned for multi-family res over 4 units	614	1 pickup/wk	\$96.74
		2 pickup/wk	\$193.46
		3 pickup/wk	\$290.20
		4 pickup/wk	\$386.93
		5 pickup/wk	\$483.66
		6 pickup/wk	\$580.39
2 yd bin loose/owned for multi- family res over 4 units	616	1 pickup/wk	\$67.15
		2 pickup/wk	\$134.29
		3 pickup/wk	\$201.45
		4 pickup/wk	\$268.59
		5 pickup/wk	\$335.74
		6 pickup/wk	\$402.88
2 yd bin compacted/owned for multi-family res over 4 units	618	1 pickup/wk	\$122.97
		2 pickup/wk	\$245.94
		3 pickup/wk	\$368.91
		4 pickup/wk	\$491.88
		5 pickup/wk	\$614.84
		6 pickup/wk	\$737.81
3 yd bin owned for multi-family res over 4 units	620	1 pickup/wk	\$82.99
		2 pickup/wk	\$165.98
		3 pickup/wk	\$248.96
		4 pickup/wk	\$331.94
		5 pickup/wk	\$414.93
		6 pickup/wk	\$497.91
3 yd bin compactor for multi-family res over 4 units	621	1 pickup/wk	\$108.49
		2 pickup/wk	\$216.97
		3 pickup/wk	\$325.46
		4 pickup/wk	\$433.94
		5 pickup/wk	\$542.43
		6 pickup/wk	\$650.92

FOR CITY COUNCIL USE ONLY

RESOLUTION NO.: 2004-514

DATE ADOPTED: JUN 22 2004

4 yd bin owned for multi-family res over 4 units	623	1 pickup/wk	\$98.84
		2 pickup/wk	\$197.67
		3 pickup/wk	\$296.50
		4 pickup/wk	\$395.33
		5 pickup/wk	\$494.16
		6 pickup/wk	\$592.99
5 yd bin owned for multi-family res over 4 units	625	1 pickup/wk	\$114.68
		2 pickup/wk	\$229.36
		3 pickup/wk	\$344.04
		4 pickup/wk	\$458.72
		5 pickup/wk	\$573.00
		6 pickup/wk	\$688.08
6 yd bin owned for multi-fam res over 4 units	627	1 pickup/wk	\$130.53
		2 pickup/wk	\$261.04
		3 pickup/wk	\$391.56
		4 pickup/wk	\$522.08
		5 pickup/wk	\$652.60
		6 pickup/wk	\$783.12
8 yd bin loose for multi-fam res over 4 units	628	1 pickup/wk	\$184.97
		2 pickup/wk	\$369.92
		3 pickup/wk	\$554.87
		4 pickup/wk	\$739.82
		5 pickup/wk	\$924.77
		6 pickup/wk	\$1,109.74
8 yd bin compacted for multi-fam res over 4 units	629	1 pickup/wk	\$287.67
		2 pickup/wk	\$575.35
		3 pickup/wk	\$863.02
		4 pickup/wk	\$1,150.69
		5 pickup/wk	\$1,438.36
		6 pickup/wk	\$1,726.04

FOR CITY COUNCIL USE ONLY

RESOLUTION NO.: 2004-514

DATE ADOPTED: JUN 22 2004

COMMERCIAL BINS SERVICE (3 Months Continuous Service Required)

Com 1 yd bin loose/owned	635	1 pickup/wk	\$51.30
		2 pickup/wk	\$102.61
		3 pickup/wk	\$153.91
		4 pickup/wk	\$205.21
		5 pickup/wk	\$256.51
		6 pickup/wk	\$307.81
Com 1 yd bin compacted/owned	637	1 pickup/wk	\$96.74
		2 pickup/wk	\$193.46
		3 pickup/wk	\$290.20
		4 pickup/wk	\$386.93
		5 pickup/wk	\$483.66
		6 pickup/wk	\$580.39
Com 2 yd bin loose/owned	639	1 pickup/wk	\$67.15
		2 pickup/wk	\$134.29
		3 pickup/wk	\$201.45
		4 pickup/wk	\$268.59
		5 pickup/wk	\$335.74
		6 pickup/wk	\$402.88
Com 2 yd bin compacted/owned	641	1 pickup/wk	\$122.97
		2 pickup/wk	\$245.94
		3 pickup/wk	\$368.91
		4 pickup/wk	\$491.88
		5 pickup/wk	\$614.84
		6 pickup/wk	\$737.81
Com 3 yd bin owned	643	1 pickup/wk	\$82.99
		2 pickup/wk	\$165.98
		3 pickup/wk	\$248.96
		4 pickup/wk	\$331.94
		5 pickup/wk	\$414.93
		6 pickup/wk	\$497.91

FOR CITY COUNCIL USE ONLY**RESOLUTION NO.:** 2004-514**DATE ADOPTED:** JUN 22 2004

Com 3 yd bin compactor	644	1 pickup/wk	\$108.49
		2 pickup/wk	\$216.97
		3 pickup/wk	\$325.46
		4 pickup/wk	\$433.94
		5 pickup/wk	\$542.43
		6 pickup/wk	\$650.92
Com 4 yd bin owned	646	1 pickup/wk	\$98.84
		2 pickup/wk	\$197.67
		3 pickup/wk	\$296.50
		4 pickup/wk	\$395.33
		5 pickup/wk	\$494.16
		6 pickup/wk	\$592.99
Com 4 yd bin compactor	647	1 pickup/wk	\$133.04
		2 pickup/wk	\$266.07
		3 pickup/wk	\$399.11
		4 pickup/wk	\$532.14
		5 pickup/wk	\$665.18
		6 pickup/wk	\$798.21
Com 5 yd bin owned	649	1 pickup/wk	\$114.68
		2 pickup/wk	\$229.36
		3 pickup/wk	\$344.04
		4 pickup/wk	\$458.72
		5 pickup/wk	\$573.40
		6 pickup/wk	\$688.08
Com 5 yd bin compactor	650	1 pickup/wk	\$141.64
		2 pickup/wk	\$283.29
		3 pickup/wk	\$434.93
		4 pickup/wk	\$566.57
		5 pickup/wk	\$708.22
		6 pickup/wk	\$849.86
Com 6 yd bin owned	652	1 pickup/wk	\$130.53
		2 pickup/wk	\$261.04
		3 pickup/wk	\$391.56
		4 pickup/wk	\$522.08

FOR CITY COUNCIL USE ONLY

RESOLUTION NO.: 2004-514

DATE ADOPTED: JUN 22 2004

		5 pickup/wk	\$652.60
		6 pickup/wk	\$783.12
Com 6 yd bin compactor	653	1 pickup/wk	\$181.92
		2 pickup/wk	\$363.83
		3 pickup/wk	\$545.75
		4 pickup/wk	\$727.67
		5 pickup/wk	\$909.59
		6 pickup/wk	\$1,091.50
Com 10 yd bin loose	654	1 pickup/wk	\$305.00
		2 pickup/wk	\$610.00
		3 pickup/wk	\$915.00
		4 pickup/wk	\$1,220.00
		5 pickup/wk	\$1,525.00
		6 pickup/wk	\$1,830.00
Com 10 yd bin compacted	655	1 pickup/wk	\$393.43
		2 pickup/wk	\$786.85
		3 pickup/wk	\$1,180.27
		4 pickup/wk	\$1,573.69
		5 pickup/wk	\$1,967.12
		6 pickup/wk	\$2,360.54
Com 20 yd bin loose	656	1 pickup/wk	\$351.58
		2 pickup/wk	\$703.15
		3 pickup/wk	\$1,054.71
		4 pickup/wk	\$1,406.28
		5 pickup/wk	\$1,757.85
		6 pickup/wk	\$2,109.42
Com 20 yd bin compacted	657	1 pickup/wk	\$619.44
		2 pickup/wk	\$1,238.87
		3 pickup/wk	\$1,858.28
		4 pickup/wk	\$2,477.73
		5 pickup/wk	\$3,097.15
		6 pickup/wk	\$3,716.59
Com 25 yd bin loose	658	1 pickup/wk	\$408.49
		2 pickup/wk	\$816.98
		3 pickup/wk	\$1,225.47

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		4 pickup/wk	\$1,633.97
		5 pickup/wk	\$2,042.45
		6 pickup/wk	\$2,450.95
Com 25 yd bin compacted	659	1 pickup/wk	\$733.28
		2 pickup/wk	\$1,466.55
		3 pickup/wk	\$2,199.83
		4 pickup/wk	\$2,933.09
		5 pickup/wk	\$3,666.36
		6 pickup/wk	\$4,399.64
Com 30 yd bin loose	660	1 pickup/wk	\$465.41
		2 pickup/wk	\$930.82
		3 pickup/wk	\$1,396.23
		4 pickup/wk	\$1,861.64
		5 pickup/wk	\$2,327.06
		6 pickup/wk	\$2,792.47
Com 30 yd bin compacted	661	1 pickup/wk	\$845.44
		2 pickup/wk	\$1,690.88
		3 pickup/wk	\$2,536.33
		4 pickup/wk	\$3,381.76
		5 pickup/wk	\$4,227.20
		6 pickup/wk	\$5,072.64
Com 35 bin loose	662	1 pickup/wk	\$520.66
		2 pickup/wk	\$1,041.32
		3 pickup/wk	\$1,561.97
		4 pickup/wk	\$2,082.63
		5 pickup/wk	\$2,603.29
		6 pickup/wk	\$3,123.95
Com 35 bin compacted	663	1 pickup/wk	\$959.29
		2 pickup/wk	\$1,918.57
		3 pickup/wk	\$2,877.85
		4 pickup/wk	\$3,837.13
		5 pickup/wk	\$4,796.41
		6 pickup/wk	\$5,755.69
Com 40 yd bin loose	664	1 pickup/wk	\$577.59
		2 pickup/wk	\$1,155.16

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		3 pickup/wk	\$1,732.73
		4 pickup/wk	\$2,310.32
		5 pickup/wk	\$2,887.89
		6 pickup/wk	\$3,465.47
Com 40 yd bin compacted	665	1 pickup/wk	\$1,071.45
		2 pickup/wk	\$2,142.90
		3 pickup/wk	\$3,214.35
		4 pickup/wk	\$4,285.80
		5 pickup/wk	\$5,357.25
		6 pickup/wk	\$6,428.69
Com 1 blanket	666	1 pickup/wk	\$20.47
		2 pickup/wk	\$40.95
		3 pickup/wk	\$61.42
		4 pickup/wk	\$81.88
		5 pickup/wk	\$102.35
		6 pickup/wk	\$122.82
Com 2 blanket	667	1 pickup/wk	\$33.64
		2 pickup/wk	\$67.26
		3 pickup/wk	\$100.88
		4 pickup/wk	\$134.52
		5 pickup/wk	\$168.14
		6 pickup/wk	\$201.77
Com 3 blanket	668	1 pickup/wk	\$52.27
		2 pickup/wk	\$104.52
		3 pickup/wk	\$156.78
		4 pickup/wk	\$209.03
		5 pickup/wk	\$261.30
		6 pickup/wk	\$313.55
Com 4 blanket	669	1 pickup/wk	\$70.91
		2 pickup/wk	\$141.82
		3 pickup/wk	\$212.71
		4 pickup/wk	\$283.62
		5 pickup/wk	\$354.52
		6 pickup/wk	\$425.43

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Com 5 blanket	670	1 pickup/wk	\$88.63
		2 pickup/wk	\$177.27
		3 pickup/wk	\$265.90
		4 pickup/wk	\$354.52
		5 pickup/wk	\$443.15
		6 pickup/wk	\$531.78
Com Cart	671	5 pickups	\$89.00
Trailer	672	5 pickups	\$371.86
Two-person route surcharge	610	1 pickup/wk	\$17.85
		2 pickups/wk	\$35.70
		3 pickups/wk	\$53.55
		4 pickups/wk	\$71.40
		5 pickups/wk	\$89.25
		6 pickups/wk	\$107.10

IV. OLD SACRAMENTO SERVICE COURTS

The property adjacent to each service court will be billed for solid waste service utilizing the

following criteria:

Parcel size	25%	
Square footage of building	50%	
Front footage of building	25%	
Com 6 yd compact unit	1 pickup	\$545.19
	2 pickups	\$746.34
	3 pickups	\$947.49
	4 pickups	\$1,251.30
	5 pickups	\$1,348.41
	6 pickups	\$1,649.43
	Special call/ daily	\$101.00
	Special call/ Sunday	\$149.96
Commercial 8 yd bin loose	1 pickup/wk	\$184.97
	2 pickups/wk	\$369.92
	3 pickups/wk	\$554.87
	4 pickups/wk	\$739.82
	5 pickups/wk	\$924.77
	6 pickups/wk	\$1,109.74

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Commercial 8 yd bin compacted	1 pickup/wk	\$287.67
	2 pickups/wk	\$575.35
	3 pickups/wk	\$863.02
	4 pickups/wk	\$1,150.69
	5 pickups/wk	\$1,438.36
	6 pickups/wk	\$1,726.04

V. SPECIAL GARBAGE COLLECTION SERVICES

Bins/daily	1 cubic yard	\$42.89
	2 cubic yards	\$56.02
	3 cubic yards	\$68.96
	4 cubic yards	\$81.91
	5 cubic yards	\$94.86
	6 cubic yards	\$107.80

Bins/Sunday	1 cubic yard	\$77.20
	2 cubic yards	\$100.85
	3 cubic yards	\$124.13
	4 cubic yards	\$147.44
	5 cubic yards	\$170.74
	6 cubic yards	\$194.04

Roll-off containers/weekly (inert materials)	10 cubic yard (inert materials)	\$185.00
	20 cubic yards	\$206.81
	25 cubic yards	\$240.29
	30 cubic yards	\$273.77
	35 cubic yards	\$306.27
	40 cubic yards	\$339.76

Roll-off containers/Sunday	10 cubic yard	\$211.24
	20 cubic yards	\$310.22
	25 cubic yards	\$360.44
	30 cubic yards	\$410.66
	35 cubic yards	\$459.40
	40 cubic yards	\$509.63

Deliver bin and pickup	1 cubic yard	\$85.77
	2 cubic yards	\$112.05
	3 cubic yards	\$137.92
	4 cubic yards	\$163.82

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Compactors/daily	3 cubic yards	\$79.77
	4 cubic yards	\$106.09
	5 cubic yards	\$132.62
	6 cubic yards	\$159.14
Compactors/Sunday	3 cubic yards	\$119.65
	4 cubic yards	\$159.14
	5 cubic yards	\$198.92
	6 cubic yards	\$238.71
Compacted Roll-off container/daily	10 cubic yard	\$231.43
	20 cubic yards	\$364.37
	25 cubic yards	\$431.34
	30 cubic yards	\$497.32
	35 cubic yards	\$564.29
	40 cubic yards	\$630.26
Compacted Roll-off container/Sunday	10 cubic yard	\$347.14
	20 cubic yards	\$546.56
	25 cubic yards	\$647.01
	30 cubic yards	\$745.98
	35 cubic yards	\$846.43
	40 cubic yards	\$945.40
Special cleanups/per hour (per worker)		\$45.00
(Time required to remove, load in truck, and haul rubbish or waste matter, plus travel time. Two person and one hour minimum.)		
Out of City limits charge for commercial bins/roll-offs services		\$50.00
Special waste hauling		
10 cubic yards		\$361.81
20 cubic yards		\$531.34
25 cubic yards		\$617.36
30 cubic yards		\$703.38
35 cubic yards		\$786.87
40 cubic yards		\$872.91

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ORDINANCE NO. 2004-036

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON THE DATE OF JUN 29 2004

AN ORDINANCE AMENDING SECTION 13.10.010 AND ARTICLE III OF CHAPTER 13.10 OF THE SACRAMENTO CITY CODE RELATING TO VOLUNTARY CONTAINERIZED COLLECTION OF GARDEN REFUSE

BE IT ENACTED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

SECTION 1

The Sacramento City Council hereby finds and declares that:

1. Pursuant to Article III of Chapter 13.10 of the Sacramento City Code, the city operates a garden refuse collection and disposal program. Under this program, the city periodically collects garden refuse deposited in city streets, disposes of the garden refuse and sweeps the city streets. Owners of properties fronting on streets where these services are provided pay a fee to cover the city's cost to provide these services, as established by resolution of the city council.
2. On September 27, 1977, city voters approved Measure A, which adopted an ordinance to prohibit the city from requiring the mandatory containerization of yard and garden refuse in the city, unless this prohibition is repealed or amended by a vote of the majority of the electors of the city at any municipal election. The city's garden refuse collection and disposal program complies with Measure A.
3. The deposit and collection of garden refuse in city streets results in various impacts, including (i) damage to street pavement by the claw loaders used to collect garden refuse deposited in city streets, (ii) pooling of storm drainage blocked by garden refuse improperly deposited in storm gutters, (iii) potential traffic and safety impacts where garden refuse is deposited in bike lanes and/or on narrow streets, (iv) improper deposits of trash and other unauthorized materials on garden refuse piles, and (v) and visual and aesthetic impacts considered undesirable by many city residents. For these reasons, numerous city residents have requested that the city provide an option to subscribe to containerized garden refuse collection service as an alternative to depositing garden refuse in city streets for collection.

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4. Measure A prohibits mandatory containerization, but does not prohibit the city from providing property owners in the city with an option to voluntarily subscribe to containerized garden refuse collection and disposal service as an alternative to depositing garden refuse in city streets for collection, because the property owner's decision to participate in such a program would be voluntary, and the city would not be mandating or requiring that anyone make this decision. Establishment of such a program would serve the public interest and promote the public health, safety and welfare, because participation in the program would reduce the undesirable impacts associated with the deposit and collection of garden refuse in city streets that are described above.

SECTION 2

The definition of "solid waste manager" in Section 13.10.010 of the Sacramento City Code is amended to read as follows:

Solid waste manager or manager means the integrated waste general manager of the city general services department.

SECTION 3

Article III of Chapter 13.10 of the Sacramento City Code is amended to read as follows:

Article III. Garden Refuse*

*Editors Note: Measure A adopted 09-27-77 provides that mandatory containerization of yard and garden refuse shall not be required in the city without a majority vote of the electors of the city of Sacramento at a municipal election.

13.10.350 Garden refuse defined.

As used in this article, the term "garden refuse" means leaves, grass cuttings and garden trimmings, weeds and roots from which all dirt has been removed, shrubbery and tree trimmings of which no single piece shall exceed thirty-six (36) inches in length, four inches in diameter or forty (40) pounds in weight.

13.10.360 Lawn and garden service defined.

As used in this article, the term "lawn and garden service" means the periodic collection by the city of garden refuse from city streets, the disposal of the garden refuse, and the periodic sweeping of those streets.

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13.10.370 Property classification defined.

As used in this article, property is classified as follows:

A. Residential.

Single-family residences: each property where there is only one dwelling unit on one parcel of property which is used primarily for single-family purposes.

Two-family residences: each property used primarily for two-family residential purposes.

Multi-family residences: each property used primarily for residential purposes having more than two but less than fifty-one (51) dwelling units.

Multiple family residences containing more than fifty (50) dwelling units shall be considered as being property used primarily for nonresidential purposes.

B. Nonresidential. Each property used primarily for nonresidential purposes. For purposes of this article, any residential condominium, residential planned development, residential stock cooperative, or mobilehome park shall be classified as nonresidential property.

13.10.375 Voluntary containerized collection service defined.

As used in this article, the term "voluntary containerized collection service" means the periodic collection and disposal by the city of garden refuse placed in containers on city streets pursuant to section 13.10.475 of this code, and the periodic sweeping of those streets.

13.10.380 Legislative findings.

The city council finds and determines:

- A. That the public health, safety and welfare of all the citizens of the city requires that the accumulation and disposal of garden refuse from properties within the city be handled in a manner producing the greatest good and least public inconvenience, cost and maintenance to the city and its citizens.
- B. That depositing garden refuse in the streets in front of properties within the city for periodic collection, disposal and street sweeping by the city is a service afforded by the city which is of substantial benefit to owners of all

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properties within the city to which the service is extended.

- C. That the costs to the city in providing for the periodic collection, disposal of garden refuse from the streets in front of properties within the city, and sweeping of the streets should be collectively borne by the owners of the properties through the collection of a lawn and garden service fee.
- D. That depositing garden refuse in the streets of the city for periodic collection and disposal by city forces should be limited and restricted to:
 - 1. The owners of those residential properties with concrete curbs and gutters.
 - 2. The owners of those residential properties without concrete curbs and gutters, who have requested the service, been approved by the director of public works, and have agreed to pay the required fee.
 - 3. The owners of those nonresidential properties with concrete curbs and gutters who have requested the service and have agreed to pay the required fee based upon the amount deposited in the street.
- E. That depositing garden refuse in the streets of the city in front of properties not provided the periodic garden refuse collection and disposal services by city forces is prohibited.
- F. That street sweeping services are to be continued for, and charged to, all properties (residential and non-residential) having concrete curbs and gutters.
- G. That the city manager, in order to promote the public health, safety and welfare, should have the authority to prohibit the placement of garden refuse in the streets and at curbside upon the occurrence of adverse environmental conditions. If the city manager determines that a prohibition on placement of garden refuse would facilitate effective drainage, storm water runoff, prevention of flooding, or other public interest, he or she should have the authority to accomplish the prohibition by publicly declaring that such adverse conditions have arisen.

13.10.390 Deposit of rubbish and waste matter on streets regulated.

It is unlawful and an infraction punishable by a fine not to exceed five hundred dollars (\$500.00) for any person to deposit rubbish, waste matter, or garden refuse in the streets of the city in a manner other than that expressly authorized by this article.

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13.10.400 Deposit of garden refuse authorized--Residential property.

- A. Garden refuse produced on residential properties with concrete curbs and gutters may be deposited in the streets of the city at the times and in the manner prescribed by this article. Garden refuse from eligible residential property shall be placed in the street in front of and contiguous to the properties from which the garden refuse is removed. Any eligible residence on a corner parcel may place garden refuse in the street in front of or on the side of and contiguous to the property.
- B. Service to Properties Without Concrete Curbs and Gutters.
1. Owners of residential properties without concrete curbs and gutters who wish to have periodic collection and disposal of garden refuse from the streets in front of their properties may petition the solid waste manager to have their property serviced. The solid waste manager will grant or deny the petition based on feasibility, cost, and efficiency requirements of the city. Any petition granted under this section will bind the property owner to continue the service for the remainder of time the property owner owns the property.
 2. The solid waste manager will notify the property owner of the granting of the petition and of the irrevocability of the provision of service. Those owners of residential properties without concrete curbs and gutters whose petitions are approved by the solid waste manager under this section shall receive the service at the times and in the manner prescribed by this article for owners of residential properties with concrete curbs and gutters, or in such other manner as mandated by the solid waste manager.
- C. Garden refuse produced on residential properties not provided garden refuse collection and disposal services by city forces shall not be deposited in the streets of the city.
- D. No garden refuse shall at any time be placed for collection in a manner which shall:
1. Impede traffic or constitute a hazard to traffic;
 2. Impede the flow of water through any drainage channel or in any manner impede the drainage of water; or
 3. Be on or impede any public sidewalk or other public walkway. All garden refuse placed in the streets will be placed and maintained in as compact a pile as possible.
- E. No garden refuse shall be placed for collection within a set of undulations.
- F. The placement of garden refuse in the street or at curbside shall be

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prohibited at the direction of the city manager if and when:

1. The city manager finds that such prohibition is reasonably necessary to facilitate effective storm drainage and runoff, to prevent flooding, to counteract adverse environmental conditions, or to promote other public interest;
2. The city manager issues a declaration of emergency specifying the condition or conditions necessitating such prohibition and describing the prohibited activities and the duration of the prohibition; and
3. The city manager distributes a press release containing the declaration of emergency to local broadcast media, the Sacramento Bee newspaper, and local radio stations.

In addition to the foregoing prohibition, garden refuse in the street or at curbside at the time the city manager makes a declaration of emergency as set forth herein shall be removed from the street and curbside so as not to impede the flow and drainage of water.

13.10.410 Maximum amount of deposit.

The maximum amount of garden refuse that may be deposited in the streets during a calendar week is as follows:

- A. For single and two-family residential structures, two cubic yards;
- B. For multi-family residential structures containing at least three dwelling units and not more than fifty (50) dwelling units, one cubic yard per dwelling unit.

13.10.420 Time of deposit.

Garden refuse may be deposited in the streets in front of residential properties within the city at any time.

13.10.430 Garden refuse from nonresidential properties.

No person shall deposit garden refuse from nonresidential properties in the streets of the city without first obtaining the prior written authorization of the solid waste manager. The failure of any person to obtain such written authorization shall not absolve him or her from liability for any fee assessed for collection of unauthorized deposits of garden refuse. The solid waste manager may refuse to authorize the deposit of garden refuse for collection if a determination is made by the solid waste manager that the property lacks concrete curbs and gutters, or that the collection by the city could be impractical, uneconomic, or otherwise create problems involving public health or safety. In authorizing the deposit in

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city streets of garden refuse from nonresidential properties the solid waste manager shall specify the time, manner, and place of the deposit.

13.10.440 Lawn and garden service fee established--Residential properties.

It is found and determined that availability of the service allowing the deposit of garden refuse from residential properties in the streets of the city for the collection, disposal, and street sweeping by city forces is a benefit to the owners of all eligible residential properties within the city and such owners are made liable for the payment of the lawn and garden service fee imposed by this article irrespective of their actual use of city streets for deposit of garden refuse.

- A. Except as provided otherwise in section 13.10.475 of this code, the fee shall be and is imposed on all properties within the city and on any newly constructed residence to commence at the beginning of the third full month after such newly constructed residence obtains garbage and water service.
- B. The fee shall not exceed the cost of making available and providing the service, as determined by the solid waste manager, utilizing normal and reasonable accounting procedures, and taking into account the future needs of the division responsible for garden refuse collection.

13.10.450 Rate of fee--Residential properties.

Notwithstanding any provision of this code to the contrary, the rates, fees, and charges for residential purposes as established or provided for in this article shall hereafter be established by resolution of the city council. In establishing the rates, fees, and charges, the portion of the lawn and garden service fee attributable to street sweeping shall be separately set forth and established.

13.10.460 Rate of fee--Nonresidential property.

The lawn and garden service fee imposed upon depositing garden refuse in city streets from any nonresidential property, where authorized by the solid waste manager pursuant to Section 13.10.430 of this code, shall be based upon the approximate average monthly quantity of garden refuse so deposited from the property. All nonresidential properties shall be liable for the portion of the lawn and garden service fee attributable to street sweeping, as established from time to time in accordance with the provisions of this section.

The approximate average monthly quantity of garden refuse deposit shall be determined by the solid waste manager and may be revised from time to time to reflect actual approximate average quantities deposited in the city streets from the properties to which the service is provided. Any garden refuse placed for collection pursuant to this section shall be subject to the provisions of this article

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specifying the time, manner and place for placement for collection of garden refuse from residential properties.

Notwithstanding any provision of this code to the contrary, the rates, fees, and charges established or provided for in this section shall hereafter be established by resolution of the city council. In establishing the rates, fees and charges, the portion of the lawn and garden service fee attributable to street sweeping shall be separately set forth and established.

13.10.470 Optional fee--Multi-family residential properties.

The owner of any residential property on which three or more dwelling units are located may elect to be charged the lawn and garden service fee as if it were being used primarily for nonresidential purposes for the sole purpose of establishing the rate to be paid for such property; provided, in no event shall any such election establish an exemption from the lawn and garden service fee. This election shall be filed with the solid waste manager on such form as may be prescribed by the solid waste manager and the election shall remain in effect until revoked in writing by the owner or the owner's successor in interest. Provided further that this election shall not exempt the owner from payment of the portion of the fee attributable to street sweeping, which portion shall be billed to and paid by the owner.

13.10.475 Establishment and operation of voluntary containerized collection service program

Notwithstanding any provision of this article to the contrary:

- A. The city council may by resolution adopt or amend a voluntary containerized collection service program. Under such a program, residential customers who otherwise would be required to pay the lawn and garden service fee specified in section 13.10.440 of this code and who would otherwise deposit garden refuse in city streets would be allowed to request voluntary containerized collection service instead.
- B. If the city council adopts a voluntary containerized collection service program, the solid waste manager shall have the authority to promulgate regulations (hereafter the "program regulations") as necessary to operate the program, which shall become effective when adopted by resolution of the city council. The solid waste manager may adopt administrative procedures to implement the program regulations adopted by city council resolution.
- C. A residential customer who voluntarily requests containerized collection service and is authorized to receive such service in accordance with the program regulations and administrative procedures shall be allowed to

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subscribe to the voluntary containerized collection service program in accordance with the terms, conditions and requirements of this chapter, the program regulations and the administrative procedures.

- D. A residential customer who subscribes to the voluntary containerized collection service program shall not be charged the lawn and garden service fee specified in section 13.10.440, shall be required to place garden refuse in a container specified by the city for city collection, and shall not be entitled to deposit garden refuse in the street for city collection, except to the extent that the deposit of garden refuse in the street is expressly authorized under the program regulations.
- E. Garden refuse containers shall be placed for collection in accordance with the provisions of section 13.10.190, unless different requirements are specified in the program regulations.
- F. Residential customers who subscribe to the voluntary containerized collection service program shall pay the rates, fees and charges established by resolution of the city council. The voluntary containerized collection service program rates, fees, and charges shall include the street sweeping fee, but in establishing these rates, fees, and charges, the portion attributable to street sweeping shall be separately set forth and established. These rates, fees and charges shall not exceed the City's costs of providing the voluntary containerized collection service and street sweeping service.

13.10.480 Collection of fees.

The lawn and garden service fee and voluntary containerized collection service fee shall be billed and collected in accordance with the provisions of Chapter 13.12 of this code.

13.10.490 Neighborhood cleanup programs.

Rubbish and waste matter may be deposited in the city streets for collection and removal by city forces when such deposits are expressly authorized by the solid waste manager in connection with a neighborhood cleanup program. The time and manner of deposit, together with any limitation upon the nature and extent of materials to be deposited, shall be determined by the solid waste manager and shall be communicated to the neighborhood in which the program is to be conducted.

13.10.500 Bare lot and multiple use property classifications--Fees--Lawn and garden service fees--Lawn and garden service fee classification board.

- A. Definition. For the purpose of this section only, the term residential

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property shall mean and refer to residential property classified for the purposes of this article in a classification established by Section 13.10.370 of this article excluding multiple family dwelling units having more than fifty (50) dwelling units.

- B. Application. Any owner of residential property may apply for reclassification of such property according to the procedures set forth in this section. Any such application shall be filed on forms provided by the city and shall be filed with the revenue division of the city.
- C. Lawn and Garden Service Fee Classification Board. The lawn and garden service fee classification board shall be composed of two city employee members, one of whom shall be from the department of finance and one of whom shall be from the department of general services. The membership of the board shall be appointed by, and shall serve at the pleasure of, the city manager. The board shall process all applications under and make the classifications of property described by this section.
- D. Classifications. In addition to the classifications established by Section 13.10.370(A) of this code, there shall be two additional classifications of residential property. These two classifications shall be:

Bare lot: the bare lot classification shall include only residential property which, by virtue of the fact that it has no vegetation outside the dwelling unit, will not produce any garden refuse. The term outside the dwelling unit means outside the surface of the exterior surfaces. The term exterior surfaces means those surfaces of the dwelling unit on the exterior perimeter through at least one of which persons customarily and reasonably enter or exit the dwelling unit.

Multiple use lot: the multiple use lot classification shall include only parcels of residential property on which different types of use occur (e.g., residential and commercial) such that two or more different lawn and garden service fees according to classification rather than rate are collected on the property. No property exceeding one-quarter acre shall be classified in this classification.

In no event shall classification in either of these classes qualify any property for any other classification or fee.

- E. Fees. Any property classified in the bare lot classification shall pay the lawn and garden service fee imposed by this article of \$0.00 per month. Any property classified in the multiple use lot classification shall pay the lawn and garden service fee imposed by this article equal to the single highest fee which would be imposed on any one structure located on the property according to the other classifications in this article. Such fee shall

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be charged to the owner of the entire parcel of property.

- F. Processing Applications and Classifications. The board shall process all applications for classification in the bare lot and multiple use lot classifications. Each application shall initially be referred to the department of general services which shall inspect the property and report the results of such inspection to the board. The board shall evaluate each application based on the information contained in such application and the department of general service report and shall determine the proper classification for each such property. In the event the board determines that the proper classification for such property is either the bare lot or the multiple use lot classification, regardless of the date such determination is made, the effective date of the classification shall be the date the application was submitted to the revenue division. In the event the lawn and garden service fee collected by the city after the effective date of the classification exceeds the fee prescribed by this article, such excess shall be refunded to the then owner of the property as shown on the records of the revenue division as of the date of the refund.
- G. Notices and Hearings. In the event a property for which application for classifications is made pursuant to this section is not reclassified, notice shall be given to the applicant which shall briefly specify the reason for the decision of the board. Any applicant who receives such notice who desires to have the application reconsidered by the board may apply for a hearing before the board. Any such application must be filed with the revenue division within fifteen (15) calendar days of the date of the notice that the property was not reclassified. The board shall within thirty (30) calendar days after an application for hearing schedule a hearing upon ten (10) days written notice to the applicant. The applicant may be present at such hearing and may present any evidence relevant to the classification of the property. The board shall reevaluate the classification and shall classify the property in the classification which it shall deem proper in light of the application, the report of the department of general services and the evidence submitted by the applicant at the hearing. In considering the application on rehearing the board may obtain a supplemental inspection report from the department of general services. Written notice of the action of the board shall be given to the applicant and the classification established by the board shall be final except as herein otherwise provided.
- H. Reclassification Upon Changed Circumstances. In the event the nature of any property classified in the bare lot or multiple use lot classifications changes such that it is no longer properly classified in such classification, the board may reclassify the property into an appropriate classification after written notice to the property owner and a reasonable opportunity to the property owner to be heard on such reclassification.

FOR CITY CLERK USE ONLY

11

ORDINANCE NO.

2004-036

DATE ADOPTED:

JUN 29 2004

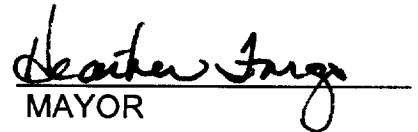
SECTION 4

Should any part of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions of this ordinance shall remain in full force and effect.

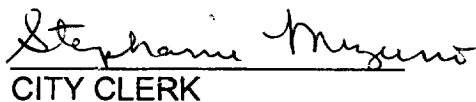
DATE PASSED FOR PUBLICATION: JUN 22 2004

DATE ENACTED: JUN 29 2004

DATE EFFECTIVE: JUL 30 2004


MAYOR

ATTEST:


CITY CLERK

FOR CITY CLERK USE ONLY

12

ORDINANCE NO. 2004-036

DATE ADOPTED: JUN 29 2004

Yard Waste Collection

The City of Sacramento collects yard waste two ways:

Loose-in-the-Street Program

Yard Waste Collection is provided by the City of Sacramento Department of Utilities Solid Waste Services. Residents can place



a single pile of yard waste, up to two cubic yards, in front of their homes for collection each week.

Please follow these guidelines:

- No more than two cubic yards of yard waste material (3'x3'x6' pile) per collection.
- Additional amounts of material may be picked up for an extra fee. Call in advance to get a quote at 916-808-5454.
- Place pile six feet from any obstruction (cars, boats, basketball hoops, etc.), away from the gutter and out of the bike lane.
- Keep unacceptable materials out of your yard waste pile.
- Please do not prune during leaf season (October through December)

Acceptable Materials:

- Leaves
- Grass Trimmings
- Tree and Shrub Prunings
- Christmas Trees
- Sod (with dirt removed)

Unacceptable Materials:

- Trash and Debris
- Pet Feces
- Excessive Amount of Dirt
- Lumber and Concrete.

Yard Waste Contamination Increases Disposal Costs!

Containerized Yard Waste Collection Program



More than 50,000 residents currently participate in the Containerized Yard Waste Collection Program. The program utilizes 96 gallon yard waste containers and includes loose-in-the-street collections during peak seasons. Collection is the

same day as your trash and recycling.

Please see the back panel for the loose-in-the-street collection schedule for this program.

Please follow these guidelines:

- Place containers out for collection by 6:00 AM on the day of collection
- Place all containers at least three feet apart
- Place containers six feet from any obstruction (cars, boats, basketball hoops, etc.)
- Place containers on the street and not on the curb, sidewalk or in the bike lane.

Are You Composting?

Backyard composting allows you to recycle your yard clippings and fruit and vegetable scraps into a valuable soil amendment right in your own yard. Call 808-5454 to learn about FREE Backyard Composting Seminars offered by Solid Waste Services.

City of Sacramento Yard Waste Collection Services

Containerized Yard Waste Program Loose-in-the-Street Collection Schedule

- **January** - collection second week
- **February** - collection last week
- **May** - collection last week
- **October** - collection last week
- **November and December** - collection every other week

Share This Schedule With Your Gardener!

Important Information About Leaf Season (October - December)

- Almost 25% of the annual total of yard waste is collected during leaf season.
- Delays in collection can take place due to the large volume of leaves. Rain can also impact the collection schedule.
- During leaf season view our online map with the daily projected collection schedule www.cityofsacramento.org/utilities
- To reduce flooding, place leaves in the street away from the gutters and storm drains

If you have questions visit us at
www.cityofsacramento.org/utilities
or call customer service at



916-808-5454



Keep Sacramento Clean



CITY OF SACRAMENTO
DEPARTMENT
OF UTILITIES

8-08DH

North Natomas Detention Basin 7B Adaptive Management Plan



Prepared for: City of Sacramento
Department of Utilities



ENVIRONMENTAL CONSULTING • PLANNING • LANDSCAPE ARCHITECTURE

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1.0 SITE DESCRIPTION

Detention Basin 7B is a 10.5 acre conjunctive use basin located in the North Natomas area of Sacramento immediately south of San Juan Road and east of the West Drainage Canal. The basin serves a developing urban watershed of approximately 100 acres. The pond is a sinuous channel of open water which is crossed by a recreation path in two locations dividing the pond into three pieces. The largest pond segment contains a small island. Runoff that collects in Basin 7B flows north through a pipe under San Juan Road into Basin 7A. The primary land use in the watershed is single family residential and freeway commercial.

Basin 7B has been designed to meet the flood control requirements of the North Natomas area and to provide the regional storm water quality control measures for the watershed it serves. The detention basin area features a year-round permanent pond for water quality; inlet structures on both the east and west sides of the basin; and a forebay located immediately downstream of the west inlet. The water quality basin will be subject to frequent, short-term inundation in the winter months while during the dry season only the pond and shoreline will be wet. A paved recreational path runs around the rim of the basin and another path follows the shore of the pond to create another loop in the basin floor. The paths also serve as an access to the basin for maintenance vehicles.

Table 1: Basin 7B Design Parameters

Minimum Year Round WSE	Maximum Storage (Acre Ft)	10- Year Event WSE	100- Yr Event WSE	Basin Rim Elev	Liner Present	Acres	Watershed Acreage	Capacity of Avg Annual Rainfall
0.00	51.40	5.00	6.50	11.50	Yes	10.3	100.50	80%

2.0 BASIN OBJECTIVES

The management and maintenance objectives for Basin 7B are described below. These objectives are implemented through the management measures described under Section 5.0 below. While every effort will be made to manage the basin in a manner that supports the habitat and recreation values of the site, the primary purpose of the basin as a drainage facility will always be given precedent over these secondary functions. In urgent situations any means deemed necessary by the Department of Utilities to maintain the function and safety of the facility will be employed.

2.1 Flood Control

During large storm events, the basin is designed to fill to within 5 feet of the outer rim elevation (11.5') and store up to 51.4 acre-feet of storm runoff during a 100-year, 10-day storm. Summertime flows and flows from small and moderate storms stay within the meandering channel. The volume of vegetation and other material in the basin will be controlled to allow unimpeded flow through the channel and to maintain the basin's stormwater volume capacity.

Objective FC-A: Maintain basin flood control capacity to store up to 51.4 acre-feet of storm run-off during a 100-year, 10-day storm.

Objective FC-B: Minimize impedance of flow out of basin following storm events.

2.2 Water Quality

Based on the City's water quality design criteria, the basin provides a combination of extended dry and wet detention for 80% of the average annual stormwater runoff. The design residence time within the channel provides for water quality enhancement through sedimentation and biological uptake of stormwater pollutants. Excess sediment and debris will be periodically removed from the basin to retain the basin's capacity for trapping sediment. Water quality will also be enhanced by maintaining emergent vegetation for biological uptake, to the extent that this vegetation doesn't interfere with flood control objectives.

Objective WQ-A: Maintain basin sediment trapping capacity for water quality enhancement.

Objective WQ-B: Maintain aquatic vegetation for biological uptake to enhance water quality.

Objective WQ-C: Prevent water contamination that would result from spills, urban runoff, debris, and waste material entering the basin.

Objective WQ-D: Prevent erosion of basin banks and slopes that could result in excess sedimentation and water quality degradation in basin.

2.3 Vegetation/Wildlife Habitat

Basin 7B has suitable conditions for supporting wildlife species typically found in aquatic, freshwater marsh, woodland, and grassland habitats. Aquatic and freshwater marsh species that have been identified at Basin 7B include great blue heron and egret. Special status wildlife species that could occur in the aquatic and marsh habitat within Basin 7B include giant garter snake and tri-colored blackbird. Raptor and woodland passerine species (perching birds and songbirds such as jays, blackbirds, finches, warblers, and sparrows) could potentially nest in the wooded portions of the basin once established. Valley elderberry longhorn beetle could potentially occur where elderberry shrubs have been established on-site. Wildlife species observed at Basin 7B that are typical of open grassy areas include sparrow, black phoebe, and black-tailed jackrabbit. A wintering resident western burrowing owl, a special status species, was observed at Basin 7B. The open grassland habitat also provides potential upland habitat for giant garter snake and foraging habitat for western burrowing owl, and foraging habitat for raptors.

To the extent that flood control and water quality objectives are not compromised, the vegetation within Basin 7B will be maintained to maximize its value for native wildlife species. This will be accomplished through maintaining native plant species characteristic of native wildlife habitat, and through control of invasive non-native vegetation. The establishment of nuisance wildlife species such as Canada geese, pigeons, skunks, and raccoons will be minimized through maintenance of vegetation that provides minimal shelter and keeping the basin clear of trash that would attract such species. Seasonal and location constraints on particular maintenance activities will be established to avoid and minimize impacts to sensitive and special status wildlife species.

Objective WH-A: Maintain native vegetation compatible with physical conditions of each distinct habitat area to maximize wildlife value.

Objective WH-A1: Pond Edge (aquatic habitat within 5 feet of edge of pond). Reduce spread of cattails and algae, while encouraging growth of non-invasive freshwater marsh plants such as sedges and rushes, to the extent that such vegetation does not interfere with flood control objectives.

Objective WH-A2: Islands. Encourage growth of native riparian trees and shrubs (sycamores, willows, alders) to support raptors and native passerines.

Objective WH-A3: Basin Floor Trees. Encourage growth of native riparian trees (sycamores, willows, alders) to support raptors and native passerines. Trees should be arranged in dispersed groupings separated by a predominance of open grassland (see WH-A4 below) to emulate the naturally occurring patterns consistent with the pre-development character of the North Natomas area.

Objective WH-A4: Basin Floor Open Grassland Habitat. Encourage establishment of native grasses and forbs (non-woody plants such as annuals and perennials) on the basin floor to provide cover, forage, and nesting habitat.

Objective WH-A5: Upper Basin and Slopes Woodland Habitat (>10-year flood event area). Encourage growth of native woodland trees (oaks, sycamores) and shrubs interspersed with native grasses and forbs. This area will have more vertical structure than the basin floor but will still have significant areas of open grassland as is typical of the upland oak habitats in the area. Maintain snags for raptor perches.

Objective WH-B: Minimize establishment of nuisance animal species such as skunks, pigeons, starlings, and stray pets. A variety of management measures may be used including vegetation control, trash control, habitat modifications, leash laws, and wildlife relocation depending on the severity of the problem.

Objective WH-C: Minimize impacts to sensitive wildlife species such as migratory songbirds and raptors (including burrowing owl), giant garter snake, western pond turtle, and valley elderberry longhorn beetle during maintenance activities. Include specific seasonal constraints for particular types of activities.

Objective WH-D: Establish sufficient cover and density of native species to successfully compete with invasive weed species.

2.4 Public Use

Basin 7B will be accessible to the public for limited recreational and environmental educational activities. Additionally, the cooperation of the surrounding neighborhoods in policing and maintaining the basin will be encouraged and is considered a key management objective for the basin. Programs that involve the community in stewardship activities such as litter patrols, weed removal, or Neighborhood Watch will be fostered to help reduce vandalism, to assist in maintenance, and to provide early detection of maintenance problems.

A variety of passive recreation activities are supported by the Basin 7B design. A paved pathway meanders along the pond offering views to pedestrians and cyclists of birds and other wildlife on the open water habitat of the pond. Interpretive signage describes the basin features including the water quality and flood control functions and the various habitat opportunities provided by the diversity of vegetation. During periods of inundation, portions of the pathway will be under water and unavailable for recreation use. Active recreation activities, such as those requiring sports fields or permanent equipment, will not be allowed in Basin 7B due to conflicts with vegetation management goals, habitat preservation, and facility operations.

Basin 7B will be maintained to provide easy public access by keeping the paths and view points clean and free of obstacles. The aesthetic and educational value of the basin will be maximized by encouraging the establishment of vegetation adjacent to public access points that is aesthetically pleasing (e.g., shade plants, flowering plants, etc.) and that attracts wildlife of interest to the public (e.g., hummingbirds, butterflies, raptors, etc.), and by maintaining accurate interpretive signs to ensure they remain in place and free of vandalism.

Any vandalism or other undesirable activities that occur at Basin 7B will be reported to the City of Sacramento Police Department or other appropriate department for code enforcement.

Objective P-A: Maintain access to recreational trails.

Objective P-B: Establish and maintain an aesthetically pleasing landscape, especially in vicinity of trails.

Objective P-C: Encourage establishment of vegetation that attracts wildlife species favorable for viewing purposes, in the vicinity of trails.

Objective P-D: Provide educational amenities that increase community awareness of the basin's flood control and ecological values.

Objective P-E: Establish community stewardship programs to enhance community awareness, help reduce vandalism, assist in maintenance, and provide early detection of maintenance problems.

2.5 Fuel Load Management and Fire Control

As with all detention areas, strategic maintenance will be performed to prevent fire hazards such as the accumulation of flammable debris and vegetation.

Objective F-A: Maintain vegetative fuel load to minimize fire hazard.

Objective F-B: Prevent accumulation of flammable debris.

2.6 Maintenance

Design and operational parameters will be established for the pond and the surrounding area that will minimize maintenance costs as much as possible while still preserving the other basin objectives. Preferred maintenance practices will emphasize techniques and materials that limit the amount of labor, frequency, material costs and environmental impact. Banks and slopes within the basin will be monitored and re-vegetated or re-contoured where necessary to prevent erosion that might otherwise lead to costly maintenance problems. Maintenance access routes will be kept free of vegetation and other obstacles.

Objective M-A: Maintain native vegetation compatible with site conditions to minimize long-term maintenance needs and support other basin functions.

Objective M-B: Minimize erosion of slopes and banks.

Objective M-C: Utilize the most cost-effective and least environmentally harmful approach to maintenance issues.

Objective M-D: Keep maintenance roads and other access points clear of vegetation, debris, and other obstacles that would impede maintenance activity.

3.0 BASIN MANAGEMENT OVERVIEW

Adaptive basin management consists of three major elements: operations, maintenance, and monitoring. Operations include the various activities associated with controlling water flow and volume in the basin, such as turning pumps on and off, and closing inlets during sediment removal. Maintenance refers to all of the tasks required to keep the basin functioning properly according to its intended purposes of storm water management, habitat, and recreation. Monitoring encompasses those activities performed to evaluate how well the basin is functioning and to identify when operational or maintenance practices need to be modified. Adaptive management is achieved when all three of these components are integrated and respond to each other.

3.1 Management Priorities

It is important to establish maintenance priorities because the multifunctional objectives for the water quality feature at Basin 7B may present opportunities for maintenance conflicts. While every effort will be made to manage the basin in a manner that supports the habitat and recreation values of the site, the primary purpose of the basin as a drainage facility will always be given precedent over these secondary functions. In urgent situations any means deemed necessary by the Department of Utilities to maintain the function and safety of the facility will be employed.

All reasonable steps will be taken to conduct maintenance activities in a manner that will not unnecessarily disturb plants and animals within the basin area. Routine maintenance activities will be scheduled to avoid critical times for the various plant and animal species.

3.2 Adaptive Management Plan Review

Many factors, such as the eventual build-out of the surrounding neighborhoods, maturation of the vegetation, and seasonal considerations will contribute to changes in the function and conditions of the pond. Therefore, the maintenance practices employed in this basin are expected to evolve over time. Periodic review of maintenance activities will consider the results of regular monitoring and will include an assessment of the type, scope and frequency of activities. Should maintenance practices need to be modified the Basin Management Database will be updated to reflect changes in practices and contracting specifications revised accordingly.

3.3 Level of Maintenance

The maintenance goal of this plan is to establish design and operational parameters for the pond and the surrounding area that will minimize maintenance costs as much as possible while still preserving the basin objectives as described in Section 2 of this plan. Preferred maintenance practices will emphasize techniques and materials that limit the amount of labor, frequency and material costs.

3.4 Public Participation

The basin has been designed to be an important open space and recreation feature in the community. The cooperation of the surrounding neighborhoods in policing and maintaining the area will be encouraged and is considered a key component to the success of the area. Programs that involve the community in stewardship activities such as litter patrols, weed removal, or Neighborhood Watch will be fostered to help reduce maintenance, vandalism and to provide early detection of problems.

3.5 Maintenance Zones

In order to establish appropriate management procedures for the basin, maintenance zones have been identified based on considerations of vegetation, hydrology, topography, infrastructure improvements and anticipated uses. A management prescription has been developed for each zone that describes:

- ❑ The target condition of the zone,
- ❑ Types of management activities needed to maintain the target condition,
- ❑ Frequency of management activities
- ❑ Recommended monitoring activities
- ❑ Frequency of monitoring activities, and
- ❑ Performance standards.

4.0 KEY MAINTENANCE ISSUES

This Adaptive Management Plan is intended to provide guidance for the long-term maintenance and operations of Basin 7B. However, it is likely that certain maintenance considerations may arise in the future that cannot specifically be anticipated at present. A brief discussion of the key maintenance issues associated with the basin is provided in this section to establish a conceptual and policy framework to guide future modifications to this plan and operation of the basin.

4.1 Algae Control

While shoreline vegetation and algae blooms are expected within the ponds during certain times of the year, major outbreaks of either one can impede flows, cause pump station operation problems and create unacceptable nuisance conditions that must be controlled. One of the major components of this maintenance plan will be implementation of measures to prevent and eliminate problematic algae blooms. Algae blooms should be controlled through the use of the least environmentally damaging methods that will provide an effective treatment of the problem. Options include biological water quality enhancers, as well as pond dyes, which filter UV light to help further avoid algae blooms. Alternative methods are being researched and tested regularly and maintenance staff should make an effort to keep abreast of new approaches as they emerge. Removal of dead plant material is also an important aspect of controlling algae blooms because it helps to eliminate waste that can feed algae. Chemicals that are not selective and may harm other species, such as copper sulfate, should not be used.

4.2 Vegetation Management

Most of the plantings installed in the basin are native to the Central Valley. When non-native plantings fail, replacement with a native counterpart is recommended to help meet basin objectives. It is the intent of this plan to sequentially reduce maintenance of the basin vegetation as the area matures. However, for the first 3 to 5 years, maintenance and monitoring activities will be needed to ensure that a healthy native plant community develops. Aggressive maintenance may be necessary during the first few years to assure that non-native exotic species do not become established and compete with the desirable native species. Any maintenance prescriptions should address objectives for:

- Plant Vigor,
- Plant Cover,
- Species Diversity,
- Age Class,
- Replacement Species, and
- Invasives Removal.

4.3 Fuel Load Management and Fire Control

The proximity of Basin 7B to residential neighborhoods requires that precautions be taken to manage and prevent fire hazards such as the accumulation of flammable debris and vegetation. This is especially important since public access to the basin will be encouraged and it's possible that careless human activity such as throwing away a

cigarette or match could result in a significant fire. Maintenance equipment must also be properly maintained and operated to prevent sparks or spills of flammable materials.

4.4 Inlets

Runoff enters the pond through several inlets located at both the west and east sides of the basin. Maintenance issues associated with the inlets include keeping the inlets clear of obstructions that would impede flow, preventing wildlife from occupying the inlet structures during the dry months, removal of trash or other debris that accumulate, and assuring that the gates to close the inlets remains operational.

4.5 Pond Sediment Removal

One of the important water quality features of the basin is its capacity to trap sediment contained in stormwater and to prevent them from entering surface waters. Stormwater sediment is problematic for several reasons. They can contain elevated levels of metals, impede pump and culvert function, and may degrade habitat by raising water temperatures and clogging spawning gravels. Sediment is trapped either by settling or by adhering to plant tissue. The primary settling area is located just downstream of the western inlet to the basin. Sediment may also settle throughout the pond, where the pond is crossed by the recreational trail, and even in the upland areas of the basin in high water events. The pond will need to be emptied periodically to allow the removal of accumulated sediment in order to preserve capacity, and to keep the inlets and outfall operating properly.

4.6 Irrigation

Currently, there is not an irrigation system installed at this basin. In addition to normal precipitation and inundation from storm events, all plants and trees have been hand watered during the summer months. So far this has supplied sufficient water for the survival of all of the plants and grasses. Hand watering will continue for a several year establishment period. Should there be a need in the future for an irrigation system, such as in a drought year, one may be installed. The main maintenance issues associated with the irrigation system are proper operation and periodic inspection of system components, such as main lines, laterals, heads, emitters, and control valves.

If an irrigation system is installed, operation of the system needs to be adjusted over time to respond to the changing needs of the plants and soil moisture levels. Many of the native plants will need less water once they are established, and will be adversely impacted by excessive irrigation. This is especially true during the summer months since most native species are adapted to grow best in the wet winter, dry summer climate of the Sacramento region. Regular monitoring should occur to detect signs of either drought stress or excessive soil saturation, and irrigation delivery should be adjusted accordingly. This is especially important because the impermeable liner underlying the basin will reduce the soil's natural capacity for percolation. Consequently, some plant roots will actually have access to significant subsurface water at times when the top soil layers appear to be dry.

Monitoring should also include inspection of the irrigation system itself to make sure that components are in good working order and no line breaks or malfunctions are occurring.

4.7 Paved Paths

Public access through the basin is provided by a paved path around the rim of the basin and along the edge of the ponds in the bottom of the basin. The whole recreation path system connects to San Juan Road and to the adjacent neighborhood. The path system is an important feature because it allows residents to pass through the basin and enjoy close-up views of the plantings and wildlife habitat. It also provides an access path for maintenance equipment and personnel. Maintenance issues associated with the path system may include removal of weeds and debris from the path surface, checking for cracks, subsidence or heaving, and graffiti removal.

4.8 Signage

Interpretive signage will eventually be installed at Basin 7B. Monitoring should be conducted periodically to check the signs for vandalism, fading or discoloration caused by UV exposure, and for general wear or deterioration. The content of the signs should also be reviewed periodically to make sure the interpretive information accurately reflects the evolving vegetation and habitat conditions in the basin.

4.9 Hydrology

The proper functioning of Basin 7B is dependent on maintaining and adjusting water surface elevations (WSE) to provide adequate capacity for stormwater catchment, and desired vegetation and habitat conditions. When the pond is drained for sediment removal in the summer, emergent vegetation will begin to dry out and die back. Water levels should be restored as soon as possible and not more than two weeks later to insure the continued health of the emergent plants. During high volume storm events the water levels in the basin will overtop the pond and inundate the basin slopes. The plant species growing in this area can tolerate short, infrequent periods of inundation typically not lasting more than a day or two. Thus it will be important to pump the water from the basin as soon as possible to avoid drowning these plants.

4.10 Water Quality

The capacity of Basin 7B to enhance storm water quality is based on sediment settling and vegetative 'scrubbing', including the ability of plants to sequester pollutants contained in the water through uptake and adsorption into plant tissue, and the potential for plants to act as sediment trapping filters. Maintaining these functions in the basin depends on proper maintenance of the vegetation and the pond capacity as described above in 4.5.

4.11 Wildlife

Wildlife will be attracted to the various habitats that are evolving throughout Basin 7B. Appendix A includes a list of species that have already been observed. A special status species has been observed at Basin 7B and the potential also exists for other special status species to use the basin as habitat (Appendix B). While providing habitat opportunities for wildlife is an important objective of the basin management plan, the primary function of the basin is water quality enhancement. As wildlife become established, it will be necessary to monitor the species and number to make sure that they are not interfering with basin operations or creating a public safety issue. If special

status species do become established in the Basin, avoidance measures (Appendix B) will need to be observed to prevent impacts.

4.12 Nuisances and Public Uses

Basin 7B has been designed to accommodate the complementary objectives of water quality enhancement, public use and wildlife habitat. These uses may be compromised by certain factors such as vandalism, undesirable activities, or the establishment of invasive plants or nuisance wildlife species. The Department of Utilities will work with the Police Department to address issues related to code enforcement or public nuisance behaviors. Proper maintenance of the Basin that includes regular monitoring and management of vegetation and wildlife will be essential to early identification and correction of any related nuisances.

5.0 MAINTENANCE PRESCRIPTIONS

Basin 7B has been divided into seven separate maintenance zones based on a variety of factors including slope, topography, hydrology and anticipated uses. The seven zones (illustrated in Figure 1) are:

- ❑ Permanent Pond (1.91 acres)
- ❑ Inlets/Outfalls (0.15 acres)
- ❑ Islands (0.03 acres)
- ❑ Pond Edge (0.41 acres)
- ❑ Basin Floor (4.15 acres)
- ❑ Side Slopes (2.26 acres)
- ❑ Path/Maintenance Access Road (1.57 acres)

Maintenance prescriptions for each of these zones address the target condition of the area, the types of management activities needed to maintain the target condition, and frequency of management activities. Recommended monitoring activities are included as a type of maintenance activity to support the adaptive approach to basin management. Thus, as monitoring activities indicate the need for certain maintenance measures, those measures can be implemented immediately and in some cases by the same crew performing the monitoring. A set of general maintenance prescriptions has also been developed for the overall basin.

5.1 Permanent Pond

Target condition: Maintain target basin capacity with minimum year round water surface elevation at 0.0' contour and manage water quality to prevent nuisances such as odors, insects, and excessive algae blooms.

Activity	Frequency	Criteria
1a. Monitor and treat for algae blooms using appropriate biological, chemical or mechanical methods.	Monitor monthly and treat as needed based on monitoring observation.	Reduce presence of algae to 15% or less of pond surface.
1b. Conduct basic water quality screening.	Monthly	No negative conditions evident (Appendix F).
1c. Conduct comprehensive water quality monitoring.	Semi-annually	All constituents within target limits (Appendix E)
1d. Monitor pond maintenance access point and keep clear of obstructing vegetation.	Monitor quarterly and remove vegetation as needed.	Access point is clear of obstructions.
1e. Monitor and remove decomposed organic matter from basin.	Monitor semi-annually and remove organic matter as needed.	Basin is able to hold 100% of target capacity. Organic debris is not supporting algae blooms or creating other nuisances.
1f. Monitor and remove sediment from settling areas in basin.	Monitor quarterly and remove sediment as needed.	Settling areas have adequate capacity to hold anticipated sediment load until next maintenance period. Sediment level shall be at least 1 foot (0.3 m) below outlet elevation.
1g. Follow measures to minimize impacts to giant garter snake and tri-colored blackbird (Appendix B).	Necessary precautions for all maintenance/monitoring activities.	No adverse impact to special status species.

5.2 Inlets and Outfalls

Target condition: All inlets and outfalls shall be kept free of obstructions to flow and adequately armored as needed to prevent erosion.

Activity	Frequency	Criteria
2a. Monitor inlets and outfalls and remove obstructions such as vegetation and debris.	Monitor monthly during dry season and following major events during rainy season. Treat as needed based on monitoring observation.	Water flow shall not be impeded for an area of at least 20 feet from headwall.
2b. Monitor condition of inlet and outfall structures such as rock aprons, spillways and pipes for structural failure, undercutting and erosion and repair.	Monthly with repairs as needed.	No evidence of structural failure, erosion or undercutting.
2c. Follow measures to minimize impacts to giant garter snake and tri-colored blackbird (Appendix B).	Necessary precautions for all maintenance/monitoring activities.	No adverse impact to special status species.

5.3 Islands

Target condition: All islands will have well-established vegetation with structural diversity providing habitat refuge and nesting opportunities, and stable shoreline. Species will include emergents, native grasses, forbs (non-woody plants such as annuals and perennials), and trees.

Activity	Frequency	Criteria
3a. Monitor health of trees and herbaceous species on island. Address mortality or disease with replanting, or replacement with other species as appropriate.	Monthly with replanting to occur between September and February for trees or forbs, and year round for emergents.	100% of island surface is vegetated. Emergent species not more than 2' into pond or 3' above pond edge. Tree canopy over 75% of island surface.
3b. Monitor island perimeter for erosion. Identify cause of erosion and stabilize with bioengineered measures such as fiber blankets, additional planting, and regrading.	Monthly with repairs as needed.	Island perimeter stabilized with no evidence of erosion.
3c. Follow measures to minimize impacts to giant garter snake and tri-colored blackbird (Appendix B).	Necessary precautions for all maintenance/monitoring activities.	No adverse impact to special status species.

5.4 Pond Edge

Target condition: Maintain diverse mix of native sedges and rushes in limited area of pond and around perimeter of pond to support habitat for water fowl and other wildlife, enhance water quality treatment, and protect pond from encroachment that could create excess organic debris or impact pond capacity and conveyance.

Activity	Frequency	Criteria
4a. Monitor extent of emergent vegetation. Remove plants encroaching into pond or basin floor.	Monthly with removal as needed.	Emergents shall not become established more than 2' into pond or more than 3' outside of pond.
4b. Monitor health and distribution of emergent species. Add supplemental plantings as needed to maintain adequate cover and species diversity (<i>Juncus</i> , <i>Carex</i> , <i>Eleocharis</i> sp.) Limit spread of cattails (<i>Typha</i> sp.) to allow other species to become established.	Monthly with removal and replanting as needed.	Plants should provide a minimum of 80% cover in this area above water's edge, with no fewer than six native wetland plants established per square meter (6/m ²). Cattails should not represent more than 35% of the emergent cover.
4c. Follow measures to minimize impacts to giant garter snake (Appendix *)	Necessary precautions for all maintenance/monitoring activities.	No adverse impact to special status species.

5.5 Basin Floor

Target condition: Maintain diverse mix of predominantly native grasses with several isolated trees. The landscape should generally emulate the ecology of the local native grassland landscapes with species adapted to seasonal variations in weather including dry summers and regular but short periods of inundation in the winter. Appropriate plant species for this zone may need to be revisited if the ponds' water surface elevation is changed from the design elevation of 0.0'.

Activity	Frequency	Criteria
5a. Monitor for and remove all invasive plants as needed using manual and mechanical methods and selective application of herbicides (Appendix D).	Monthly for at least 1 year; reduce to every other month in year 2	Invasive species are not allowed to set seed. Less than 1% cover by invasive weeds.
5b. Monitor germination of native grass species on site. Catalog those that are well-adapted to conditions and reseed with these species in areas with poor germination.	Monthly for 3 years	Monthly logs maintained of monitoring observations. 100% cover of zone with native grass species in 4 years at density of at least 20 plants per square meter (20/m ²).
5c. Monitor condition of trees. Remove any that decline or die and replace with native species better suited to conditions.	Monthly for 2 years	Monthly logs maintained of monitoring observations and any tree removals/replacements.
5d. Mow grasses in July and October if conditions will permit, after staking all trees to be protected.	July and October annually	Set mowing level at not less than 3". Remove clippings if in excess of 4" of material. Direct mower throw away from water.
5e. Maintain temporary irrigation to trees until established (3 - 5 yrs.) Check heads, emitters, lines and controllers and replace any elements that are malfunctioning. Adjust watering schedule seasonally. Check for over spray and run-off.	Monthly	Irrigation system is supplying appropriate quantities of water to desired locations. No leaks or malfunctions.

5f. Follow measures to minimize impacts to giant garter snake, Swainson's hawk, valley elderberry longhorn beetle, and burrowing owl (Appendix B)	Necessary precautions for all maintenance/monitoring activities.	No adverse impact to special status species.
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5.6 Basin Slopes

Target condition: Maintain mix of predominantly native grasses with dispersed trees. The basin slope landscape should generally emulate the ecology of the local native grassland landscapes with a predominance of grasses interspersed with scattered grouping of trees. The species should be adapted to seasonal variations in weather including dry summers and infrequent short periods of inundation in the winter.

Activity	Frequency	Criteria
6a. Monitor for and remove all invasive species as necessary using manual and mechanical methods and selective application of herbicides (Appendix D).	Monthly for at least 1 year; reduce to every other month in year 2	Invasive species are not allowed to set seed. Less than 1% cover by invasive weeds.
6b. Monitor germination of native grass species on site. Catalog those that are well-adapted to conditions and reseed with these species in areas with poor germination.	Monthly for 3 years	Monthly logs maintained of monitoring observations. 100% cover of zone with native grass species after 4 years at density of at least 20 plants per square meter (20/m ²).
6c. Monitor condition of trees. Remove any that decline or die and replace with native species better suited to conditions.	Monthly for 2 years	Monthly logs maintained of monitoring observations and any tree removals/replacements.
6d. Mow grasses in July and October if conditions will permit, after staking all trees to be protected.	July and October annually	Set mowing level at not less than 3". Remove clippings if in excess of 4" of material. Direct mower throw away from water.
6e. Maintain temporary irrigation to trees until established (3 - 5 yrs.) Check heads, emitters, lines and controllers and replace any elements that are malfunctioning. Adjust watering schedule seasonally. Check for over spray and run-off.	Monthly	Irrigation system is supplying appropriate quantities of water to desired locations. No leaks or malfunctions.

6f. Follow measures to minimize impacts to giant garter snake, Swainson's hawk, valley elderberry longhorn beetle, and burrowing owl (Appendix B)	Necessary precautions for all maintenance/monitoring activities.	No adverse impact to special status species.
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5.7 Path/Maintenance Access Roads

Target condition: Path/maintenance access roads and paths for pedestrians are to be clear of physical and visual obstructions, ADA accessible, and provide good visibility of the pond.

Activity	Frequency	Criteria
7a. Inspect and repair path/access road as necessary to maintain accessibility for pedestrians, bicycles, and wheelchairs. Inspect surface for settling, cracking, or heaving. Consider replacement with concrete if cost to maintain asphalt is excessive.	Monthly	Travel surface is maintained free of irregularities greater than 1/4" displacement.
7b. Keep path/access roads clean and free of debris, including trash and vegetation. Empty trash receptacles.	Weekly	Travel ways are not obstructed.
7c. Monitor adjacent vegetation to maintain sight lines throughout basin paths/access roads for public safety.	Monthly	Users of paths and access roads can clearly see approaching people and vehicles, and views of ponds.
7d. Inspect signs and replace or repair damaged or missing signs where necessary.	Monthly	Signs are legible and attractive.

5.8 General (all areas)

Activity	Frequency	Criteria
8a. Monitor and remove debris, trash and evidence of vandalism throughout entire basin (pond, path/access road, basin floor and slopes).	Weekly	Debris does not accumulate onsite and trash receptacles are not full.
8b. Monitor for violations and enforce ordinances such as leash law and illegal dumping ordinance.	Ongoing	Monitoring logs containing records of observations.
8c. Monitor for and be responsive to cleanup of spills and hazardous materials.	Ongoing	Monitoring logs containing records of observations.
8d. Implement community stewardship projects and activities.	Quarterly	4 announcements with outreach events in the community each year.
8e. Note presence of any nuisance wildlife species during spring survey and other site inspections (Appendix C).	Spring and ongoing	Monitoring logs containing records of observations.
8f. Perform general wildlife survey, especially noting any sensitive wildlife species, elderberry shrubs, and nesting raptors or other native bird species. Notify basin manager of sensitive species present.	Spring and Fall	Monitoring logs containing records of observations.
8g. Monitor for visible rills, gullies, or other signs of erosion forming throughout basin.	Ongoing	Monitoring logs containing records of observations.
8h. Monitor for evidence of qualitative water quality problems when on site for any maintenance activities and implement first screen quantitative monitoring as required. (Appendix F).	Ongoing	First screen quantitative monitoring will be triggered by presence of murky water, noxious odor, sudden increase in algae, or evidence of biological wastes in water.

Appendix A: Baseline Biological Assessment

1.0 Overview

A baseline field assessment of vegetation and overall conditions at Basin 7B was conducted in January, 2003. At the time of the assessment, a few vegetation management concerns were noted. The site appeared to be well maintained with relatively recent mowing of the side slopes. Generally 100% vegetative cover had been established across the entire basin.

2.0 Condition of Trees

Trees planted in the basin at the time of observation were generally consistent with species indicated on the proposed planting plan. All trees planted in the basin are native to Sacramento County. Trees were generally healthy.

3.0 Condition of Shrubs

Shrubs had been planted in the basin at the time of observation and most of the shrubs were performing well. All of the shrubs planted in the basin are native to the region. The health of the shrubs was generally good.

4.0 Condition of Herbaceous Layer

Basin 7B is dominated by non-native forbs and native grasses. Deer Grass (*Muhlenbergia rigens*) has been planted in large clumps on the side slopes and has been maintained well. In the lower terrace several low spots have begun filling in with vegetation growing in various clumps. Willows (*Salix*) and California cottonwood (*Populus fremontii*) seedlings are sprouting in these depressions. Ox tongue (*Picris echinoids*) and other invasive weeds were present in the center grass area. The herbaceous layer was not as well established in the central lower terrace. The emergent vegetation extended about 2' from the edge of the water and did not extend beyond the top lip of the main channel of water. The emergent vegetation was composed of a couple varieties of sedges (*Carex* sp.) and some cattails (*Typha latifolia*). Both were also observed growing around the inlets. The cattails do not appear to have been planted. There are still gaps in the emergent vegetation that was planted that have not filled in.

5.0 Wildlife Observed at the Basin

Wildlife species observed during the site survey at Basin 7B included the following:

- Sparrow
- Western Burrowing Owl
- Black-tailed Jackrabbit
- Black Phoebe
- Great Blue Heron
- Egret

There was a western burrowing owl observed in the southeast corner of the basin. The owl seemed to be living inside of a large concrete pipe. The burrowing owl is a species of special status.

6.0 Water Quality Observed at the Basin

The water was observed to be turbid in the basin. Odor was not detected in the basin. The presence of some algae was present in the water. Erosion did not appear to be a problem at this basin.

Appendix B: Special Status Species Protection Measures

1.0 Burrowing Owl (*Athene cunicularia*)

- Maintenance activities will avoid impacts to burrowing owls consistent with the Burrowing Owl Mitigation Guidelines adopted by CDFG. Specifically, do not disturb occupied burrows during the nesting season (February 1 through August 31) unless a qualified biologist approved by CDFG verifies through non-invasive measures that either: 1) the birds have not begun egg-laying and incubation; or 2) that juveniles from the occupied burrows are foraging independently and are capable of independent survival.



Burrowing Owl and Burrow

2.0 Giant Garter Snake (*Thamnophis gigas*)

- Restrict desilting and/or resloping of channels to after May 1 and before October 1 in any calendar year.
- Limit re-sloping of any channels to one side in any calendar year.
- If mowing vegetative cover on the top or inside of channel banks to the water line, or within 200 feet of open water, mow to not less than 6 inches in height measured from the ground.
- Limit activity involving habitat disturbance to the period between May 1 and September 30. This is the active period for giant garter snake and direct mortality is lessened, because snakes are expected to actively move and avoid danger.

- If aquatic habitat must be filled in or excavated between April 15 and September 30, the habitat should first be completely dewatered for at least 15 consecutive days prior to excavation or filling. Make sure dewatered habitat does not continue to support giant garter snake prey – if site cannot be completely dewatered, netting and salvaging of prey items may be necessary. This dewatering measure is also adequate to avoid direct harm of northwestern pond turtle.
- If giant garter snake is found in an area where it would be directly harmed by maintenance activities, cease such activity and allow snake to leave on its own. Notify FWS and biological monitor if snake remains in harm's way and activity must continue. Qualified biological monitor shall remain in the area to make sure snake is not harmed. Escape routes for giant garter snake should be determined in advance of undertaking the maintenance activity to allow the snake to leave on its own. If the snake does not leave on its own within 1 working day, consult further with FWS.



Giant Garter Snake

3.0 Swainson's Hawk (*Buteo swainsoni*)

- Preserve valley oaks and other large trees wherever possible.
- Do not remove any trees containing raptor nests without first consulting with qualified biological monitor. If tree must be removed, biological monitor should determine whether nest is used by Swainson's hawk. Do not remove nest trees during Swainson's hawk breeding season (March 15 to September 15) unless absolutely necessary. If a Swainson's hawk nest tree is to be removed during the Swainson's hawk breeding season, the tree may not be removed until the biological monitor has determined that breeding is completed and no young are present, or, if young are present, until CDFG has determined that the young have fledged and are not longer dependent upon the nest tree.



Swainson's Hawk

4.0 Valley Elderberry Longhorn Beetle (*Democeros californicus dimorphus*)

- Avoiding planting elderberry shrubs (*Sambucus spp.*) in detention basins.
- Remove all shrubs with stems less than one inch in diameter at ground level.
- Avoid pruning or removing shrubs with stems at least one inch in diameter at ground level.



Elderberry Shrub w/Flowers and Fruit and Elderberry Longhorn Beetle

- Do not apply insecticides, herbicides, fertilizers, or other chemicals that might harm VELB or elderberry shrubs within 100 feet of any elderberry shrubs with stems at least one inch in diameter at ground level.
- Mowing within 100 feet of elderberry shrubs may occur during July through April. No mowing should occur within five (5) feet of elderberry stems. Mowing should be done in a way that avoids damaging plants (e.g., stripping away bark through careless use of equipment).

5.0 Tricolored Blackbird (*Agelaius tricolor*) and Migratory Bird Species

- Avoid removal or disturbance of emergent wetland vegetation or blackberry shrubs during tricolored blackbird breeding season (April through July).
- Avoid removal of any vegetation or structures with bird nests during avian breeding season (March 15 through July 31).





Tricolored Blackbird




Appendix C: Nuisance Wildlife Species




Certain wildlife species have the potential to become a nuisance due either to their unchecked capacity for predation of other desirable species, or because their presence is incompatible with the operation and anticipated human uses of the basin. Domestic species may also prey on other desirable wildlife species and their presence should be discouraged. Regular monitoring should be conducted to observe the presence of the following species and to control or eradicate their presence as needed.




	Management Approach <i>Nuisance Issues</i>
Skunk	Removal by City Animal Control <ul style="list-style-type: none"> <i>Presence incompatible with recreation and adjacent residential land use</i>
Raccoons	Removal by City Animal Control if nuisance develops <ul style="list-style-type: none"> <i>May become dependent on residential food sources such as garbage cans, animal food, etc.</i> <i>Animals may become aggressive towards recreational users walking through basin trails and maintenance workers during breeding season</i>
Beaver	Removal by City Animal Control if nuisance develops and demolition of dens/dams if basin operation impaired <ul style="list-style-type: none"> <i>May kill trees and shrubs in basin to get materials to build dams</i> <i>Structures may impede basin operation</i>
Starlings	Remove nests occupied by starlings <ul style="list-style-type: none"> <i>Will occupy nests of native species and prevent native species from reproducing</i>
Canada Geese	Maintain emergent vegetation to prevent unimpeded access to water. Encourage diverse forbs interspersed with turf areas to reduce food supply. <ul style="list-style-type: none"> <i>May defoliate turf areas from excessive feeding</i> <i>Droppings are incompatible with recreation uses</i> <i>May become aggressive towards residents and maintenance workers.</i>
Voles, Rats and Other Rodents	Destroy burrows and removal by City Animal Control if nuisance develops. Provide protective cages on young seedlings. <ul style="list-style-type: none"> <i>May destroy irrigation components by gnawing</i> <i>May feed on roots and stems of young seedlings</i>
Cats	Removal by City Animal Control <ul style="list-style-type: none"> <i>May harass wildlife</i>
Dogs	Removal by City Animal Control <ul style="list-style-type: none"> <i>May harass wildlife, recreational users or maintenance staff.</i>
Mosquitoes	Control by Sacramento/Yolo Mosquito & Vector Control District if nuisance develops <ul style="list-style-type: none"> <i>Vector for disease</i> <i>Incompatible with recreation uses</i>




Appendix D: Invasive Plant Species



Common Name <i>Latin Name</i>	Management Approach <i>Nuisance Issues</i>	Zones						
		Permanent Pond	Inlets/Outfalls	Island	Pond Edge	Basin Floor	Basin Slopes	Trails/Access Roads
Mosquito Fern <i>Azolla sp.</i> 	Appropriate herbicide <ul style="list-style-type: none"> • <i>Impedes water flow</i> • <i>Clogs pumps</i> 	■	■		■			
Bermuda Grass <i>Cynodon dactylon</i> 	Herbicide, manual removal and shading by other species <ul style="list-style-type: none"> • <i>Displaces native vegetation</i> 			■		■	■	■

Common Name <i>Latin Name</i>	Management Approach <i>Nuisance Issues</i>	Zones						
		Permanent Pond	Inlets/Outfalls	Island	Pond Edge	Basin Floor	Basin Slopes	Trails/Access Roads
Black Locust <i>Robinia pseudoacacia</i> 	Mechanical removal, cutting root shoots repeatedly, herbicides <ul style="list-style-type: none"> • <i>Displaces native vegetation</i> • <i>Seeds, leaves and bark toxic to humans</i> 			■		■	■	■
Dallis grass <i>Paspalum dilitatum</i> 	Manual removal and mowing before seed sets <ul style="list-style-type: none"> • <i>Displaces native species</i> 			■		■	■	■
Eichhornia crassipes <i>Water Hyacinth</i> 	Mechanical removal and approved foliar spray <ul style="list-style-type: none"> • <i>Dominates waterways</i> • <i>Degrades open water habitat</i> • <i>Can clog pumps</i> • <i>Breeding habitat for mosquitoes</i> • <i>Displaces native species</i> 	■	■		■			

Common Name <i>Latin Name</i>	Management Approach <i>Nuisance Issues</i>	Zones						
		Permanent Pond	Inlets/Outfalls	Island	Pond Edge	Basin Floor	Basin Slopes	Trails/Access Roads
Giant Reed <i>Arundo donax</i> 	Manual removal and approved herbicide <ul style="list-style-type: none"> • <i>Displaces native plants and associated wildlife</i> • <i>Reduces habitat</i> • <i>Fuel load fire hazard</i> • <i>Reduces basin capacity</i> 	■	■	■	■			
Himalayan Blackberry <i>Rubus discolor</i> 	Manual removal of canes and roots and appropriate herbicide <ul style="list-style-type: none"> • <i>Competes with native species</i> • <i>Can limit access to water for wildlife</i> • <i>Limits access for maintenance</i> • <i>Limits recreation uses</i> 			■		■	■	■
Water Primrose <i>Ludwigia peploides</i> 	Mechanical removal and appropriate herbicide <ul style="list-style-type: none"> • <i>Displaces native species</i> • <i>Clogs waterways and pumps</i> 	■	■		■			

Common Name <i>Latin Name</i>	Management Approach <i>Nuisance Issues</i>	Zones						
		Permanent Pond	Inlets/Outfalls	Island	Pond Edge	Basin Floor	Basin Slopes	Trails/Access Roads
Medusa Head Grass <i>Taeniatherum caput-medusae</i> 	Mowing before annual seed is set to prevent dispersal <ul style="list-style-type: none"> • <i>Competes with native species</i> • <i>Inhibits germination of native species</i> • <i>Fuel load fire danger</i> 			■		■	■	■
Parrot's Feather <i>Myriophyllum aquaticum</i> 	Mechanical removal preferred <ul style="list-style-type: none"> • Competes with native aquatic plants • Forms dense mats that can entirely cover open water • Can block pumps and water intakes • Provides optimal habitat for mosquitoes 	■	■		■			
Bristly Ox-tongue <i>Picris echinoides</i> 	Manual removal and repeated mowing before seed sets <ul style="list-style-type: none"> • <i>Displaces native species</i> 			■		■	■	■

Common Name <i>Latin Name</i>	Management Approach <i>Nuisance Issues</i>	Zones						
		Permanent Pond	Inlets/Outfalls	Island	Pond Edge	Basin Floor	Basin Slopes	Trails/Access Roads
Water Lettuce <i>Pistia stratiotes</i> 	Manual removal or appropriate herbicide <ul style="list-style-type: none"> • <i>Displaces native species</i> • <i>Damages habitat value of open water</i> 	■	■		■			
Scotch Broom <i>Cystus scoparius</i> 	Manual removal and appropriate foliar spray <ul style="list-style-type: none"> • <i>Displaces native vegetation</i> • <i>Fuel load fire hazard</i> 			■		■	■	■
Red Sesbania <i>Sesbania punicea</i> 	Manual removal at any time, but especially before seed sets <ul style="list-style-type: none"> • <i>Rapidly displaces native species</i> 			■	■			

Common Name <i>Latin Name</i>	Management Approach <i>Nuisance Issues</i>	Zones						
		Permanent Pond	Inlets/Outfalls	Island	Pond Edge	Basin Floor	Basin Slopes	Trails/Access Roads
Cattails <i>Typha latifolia</i> 	Manual removal to limit spread and allow other natives to become established <ul style="list-style-type: none"> • <i>Competes with other natives</i> • <i>Decomposition of plants can reduce pond capacity</i> 			■	■			
Yellow Star Thistle <i>Centaurea solstitialis</i> 	Mechanical removal with post-emergent herbicide. Important control times are late winter/early spring and mid-summer before seed sets. <ul style="list-style-type: none"> • <i>displaces native plants and animals</i> • <i>limits recreation use</i> 					■	■	■

Appendix E: Water Quality Sampling Parameters

Bi-Annual (Summer/Winter) Sampling and Analysis with recommended EPA analysis method*
Alkalinity (Titration Method)
BOD (5-day)
D.O.
Fecal Coliform (Colilert-18 Quanti-Tray)
Nitrate (EPA 300.0 Ion Chromatography)
Oil and Grease
pH (field meter)
Phosphorus (amino acid, ascorbic acid and molybdovanadate methods)
TOC
Lead (GFAA)
Zinc (GFAA)
Copper (GFAA)
Temp (field meter)
pH (field meter)
Conductivity (field meter)
Turbidity (field nephelometer)
Organophosphorous Pesticides (EPA 8141A)

*First Flush sampling and analysis will not be done at this basin because the City already has adequate data on urban runoff water quality from other storm water monitoring efforts.

Appendix F: Water Quality Screening

On-going water quality screening should occur whenever staff or maintenance crews are on site for any activities such as vegetation monitoring or cleaning screens. Qualitative monitoring will consist of observing general character of water. If negative indicators are present, first screen quantitative monitoring procedures and corrective measures are to be implemented. Second screen quantitative monitoring measures should be implemented only if quantitative monitoring indicates problems and corrective measures do not work

Qualitative Monitoring	First Screen Quantitative Monitoring	Secondary Screen Quantitative Monitoring
Outflow is murky	Turbidity	If continued turbid, examine watershed for source of turbid water
Inflow is murky	Turbidity	If continued turbid, examine watershed for source of turbid water
Obvious signs of waste in basin	Enterococcus and <i>e. coli</i>	DNA Typing of bacteria to determine source (e.g. dog, duck, or human) – or perform a “watershed survey” to determine source (e.g. septic tanks, sewage spills, homeless camps, etc.)
Excessive Algal Growth	Nitrate and Phosphorous	With continued excess growth, examine upstream sources
Noxious Odor	Sample for Dissolved Oxygen at incremental depths	If low D.O. exists, sample for Nitrate, Nitrite, and Phosphorous or examine current nitrate and phosphorous results. If high, examine watershed for source.
Plant die-off or dead animals	Visual inspection for oil, filmy surface, foam, discoloration or odor	Sample for toxicants such as heavy metals or poisons

Appendix G: Plant Lists by Zone

Island

Trees	Latin	Common	Mature Size (ft.)	Native	Features
	<i>Acer negundo</i>	Box Elder	40H x 40W	Sacramento County	Tolerates seasonal wet soils/drought
	<i>Fraxinus latifolia</i>	Oregon Ash	60H x 40W	Sacramento County	Tolerates seasonal wet soils/drought
	<i>Populus fremontii</i>	Fremont Cottonwood	50H x 30W	Sacramento County	Tolerates seasonal wet soils/drought
	<i>Salix gooddingii</i>	Black Willow	40H x 40W	Sacramento County	Tolerates seasonal wet soils/drought
	<i>Salix lasiolepis</i>	Arroyo Willow	20H x 20W	Sacramento County	Native Tree, Tolerates seasonal wet soils/drought

Shrubs	Latin	Common	Mature Size (ft.)	Native	Features
	<i>Cephalanthus occidentalis</i>	Buttonbush	12H x 12W	Sacramento County	Tolerant of wet soils, flowers
	<i>Vitis californica</i>	California Wild Grape	Indefinite	Sacramento County	Tolerant of wet soils, wildlife value

Native Grass	Latin	Common	Mature Height (inches)	Native	Features
	<i>Elymus glaucus</i>	Blue Wild Rye	20-60	Sacramento County	Drought tolerant
	<i>Leymus triticoides</i>	Creeping Wild Rye	20-48	Sacramento County	Drought tolerant
	<i>Melica californica</i>	California Melic	20-40	Sacramento County	Drought tolerant
	<i>Muhlenbergia rigens</i>	Deer Grass	24-60	Sacramento County	Drought tolerant
	<i>Nassella cernua</i>	Nodding Stipa	15-35	Sacramento County	Drought tolerant
	<i>Nassella pulchra</i>	Purple Needlegrass	15-35	Sacramento County	Drought tolerant

Pond Edge

Trees	Latin	Common	Mature Size (ft.)	Native	Features
	<i>Acer negundo</i>	Box Elder	40H x 40W	Sacramento County	Tolerates seasonal wet soils/drought
	<i>Fraxinus latifolia</i>	Oregon Ash	60H x 40W	Sacramento County	Tolerates seasonal wet soils/drought
	<i>Populus fremontii</i>	Fremont Cottonwood	50H x 30W	Sacramento County	Tolerates seasonal wet soils/drought
	<i>Salix gooddingii</i>	Black Willow	40H x 40W	Sacramento County	Tolerates seasonal wet soils/drought
	<i>Salix lasiolepis</i>	Arroyo Willow	20H x 20W	Sacramento County	Tolerates seasonal wet soils/drought

Shrubs	Latin	Common	Mature Size (ft.)	Native	Features
	<i>Cephalanthus occidentalis</i>	Buttonbush	12H x 12W	Sacramento County	Tolerant of wet soils, flowers
	<i>Vitis californica</i>	California Wild Grape	Indefinite	Sacramento County	Tolerant of wet soils, wildlife value

Emergent Plants	Latin	Common	Mature Size (ft.)	Native	Features
	<i>Carex barbarae</i>	Santa Barbara Sedge	2-3	Sacramento County	Tolerant of wet soils, habitat value
	<i>Carex praegracillis</i>	Slender Sedge	2-3	California	Tolerant of wet soils, habitat value
	<i>Equisetum hyemale</i>	Common Scouring Rush	2-7	Sacramento County	Tolerant of wet soils, habitat value
	<i>Juncus effusus</i> 'Brunnerus'	Common Rush	2-4	California	Tolerant of wet soils, habitat value
	<i>Juncus xiphioides</i>	Flat-Bladed Rush	1-3	Sacramento County	Tolerant of wet soils, habitat value
	<i>Scirpus acutus</i> 'Occidentale'	Common Tule	5-13	Sacramento County	Tolerant of wet soils, habitat value

Basin Floor

Trees	Latin	Common	Mature Size (ft.)	Native	Features
	<i>Acer negundo</i>	Box Elder	50H x 40W	Sacramento County	Drought tolerant
	<i>Alnus rhombifolia</i>	White Alder	50H x 40W	Sacramento County	Drought tolerant
	<i>Fraxinus latifolia</i>	Oregon Ash	60H x 40W	Sacramento County	Drought tolerant
	<i>Juglans californica hindsii</i>	California Black Walnut	30H x 30W	Sacramento County	Drought tolerant
	<i>Platanus racemosa</i>	California Sycamore	50H x 30W	Sacramento County	Drought tolerant
	<i>Populus fremontii</i>	Fremont Cottonwood	50H x 30W	Sacramento County	Drought tolerant

Shrubs	Latin	Common	Mature Size (ft.)	Native	Features
	<i>Baccharis salicifolia</i>	Mulefat	10H x 6W	California	Drought tolerant, evergreen
	<i>Cephalanthus occidentalis</i>	Buttonbrush	12H x 12W	Sacramento County	Flowers
	<i>Rosa californica</i>	California Wild Rose	6H x 5W	Sacramento County	Flowers, drought tolerant
	<i>Rubus ursinus</i>	California Blackberry	Indefinite	Sacramento County	Wildlife value
	<i>Vitus californica</i>	California Wild Grape	Indefinite	Sacramento County	Wildlife value

Native Grass	Latin	Common	Mature Height (inches)	Native	Features
	<i>Elymus glaucus</i>	Blue Wild Rye	20-60	Sacramento County	Drought tolerant
	<i>Leymus triticoides</i>	Creeping Wild Rye	20-48	Sacramento County	Drought tolerant
	<i>Melica californica</i>	California Melic	20-40	Sacramento County	Drought tolerant
	<i>Muhlenbergia rigens</i>	Deer Grass	24-60	Sacramento County	Drought tolerant
	<i>Nassella cernua</i>	Nodding Stipa	15-35	Sacramento County	Drought tolerant
	<i>Nassella pulchra</i>	Purple Needlegrass	15-35	Sacramento County	Drought tolerant

Side Slopes

Trees	Latin	Common	Mature Size (ft.)	Native	Features
	<i>Quercus kelloggii</i>	Blue Oak	40H x 50W	Sacramento County	Form, colorful foliage, drought tolerant
	<i>Quercus lobata</i>	Valley Oak	70H x 70W	Sacramento County	Form, drought tolerant
	<i>Quercus wislizenii</i>	Interior Live Oak	50H x 60W	Sacramento County	Evergreen, drought tolerant
	<i>Umbellularia californica</i>	California Bay Laurel	25H x 20W	California	Fragrant, evergreen, drought tolerant

Shrubs	Latin	Common	Mature Size (ft.)	Native	Features
	<i>Baccharis pilularis</i>	Coyote Bush	8H x 8W	Sacramento County	Drought tolerant, evergreen
	<i>Ceanothus cuneatus</i>	Buck Brush	6H x 6W	Sacramento County	Drought tolerant, evergreen
	<i>Mimulus auranticus</i>	Sticky Monkey Flower	3H x 3W	Sacramento County	Flowers, drought tolerant, evergreen
	<i>Rosa californica</i>	California Wild Rose	6H x 5W	Sacramento County	Flowers, drought tolerant

Native Grass	Latin	Common	Mature Height (inches)	Native	Features
	<i>Elymus glaucus</i>	Blue Wild Rye	20-60	Sacramento County	Drought tolerant
	<i>Leymus triticoides</i>	Creeping Wild Rye	20-48	Sacramento County	Drought tolerant
	<i>Melica californica</i>	California Melic	20-40	Sacramento County	Drought tolerant
	<i>Muhlenbergia rigens</i>	Deer Grass	24-60	Sacramento County	Drought tolerant
	<i>Nassella cernua</i>	Nodding Stipa	15-35	Sacramento County	Drought tolerant
	<i>Nassella pulchra</i>	Purple Needlegrass	15-35	Sacramento County	Drought tolerant

Wild-flowers	Latin	Common	Mature Height (inches)	Native	Features
	<i>Achillea millefolium</i>	White Yarrow	8-40	California	Drought tolerant, white flowers
	<i>Clarkia elegans</i>	Elegant Clarkia	6-36	Sacramento County	Drought tolerant, pink flowers
	<i>Collinsia heterophylla</i>	Chinese Houses	12-24	Sacramento County	Drought tolerant, lavender flowers
	<i>Eschscholzia californica</i>	California Poppy	8-24	Sacramento County	Drought tolerant, orange flowers, long flowering season
	<i>Gilia capitata</i>	Globe Gilia	4-35	Sacramento County	Drought Tolerant, Yellow to White Flowers
	<i>Lasthenia gabrata</i>	Goldfields	4-10	Sacramento County	Drought tolerant, golden yellow flowers
	<i>Layia platyglossa</i>	Tidytips	1-28	Sacramento County	Drought tolerant, yellow flowers with white tips
	<i>Linium lewisii</i>	Blue Flax	6-31	California	Drought tolerant, blue flowers
	<i>Lupinus microcarpus</i> 'Ed Gedling'	Golden Lupine	4-32	Sacramento County	Drought tolerant, white to dark yellow flowers
	<i>Lupinus succulentus</i>	Arroyo Lupine	8-39	Sacramento County	Drought tolerant, blue to purple flowers
	<i>Nemophila menziesii</i>	Baby Blue Eyes	4-12	Sacramento County	Drought tolerant, blue flowers

	<i>Phacelia campanularia</i>	California Blue Bells	8-30	California	Drought tolerant, dark blue flowers
	<i>Triphysaria versicolor</i>	Yellow Owl's Clover	4-16	California	Drought tolerant, yellow flowers

Appendix H: Planting Plan

WESTLAKE



BASIN 8A
DRAINAGE
AGREEMENT
Review

OFFICE OF THE
CITY CLERK

VALERIE A. BURROWES, CMC/AAE,
CITY CLERK

VIRGINIA K. HENRY, CMC/AAE,
ASSISTANT CITY CLERK

WWW.CITYOFSACRAMENTO.ORG

CITY OF SACRAMENTO
CALIFORNIA

CITY HALL
915 I STREET
ROOM 304
SACRAMENTO, CA
95814-2671

FAX 916-264-7672

ADMINISTRATION
PH 916-264-5799

OPERATIONS SERVICES
PH 916-264-5427

SPECIALIZED SERVICES
PH 916-264-7200

June 2, 2000

Post-it® Fax Note	7671	Date	6/19/00	# of pages	22
To	JOE ROBINSON		From	STU WILLIAMS	

Winncrest Natomas LLC
2240 Douglas Blvd., Ste.200
Sacramento, CA 95822

Dear Mr. Winn:

On May 16, 2000, the Sacramento City Council authorized the execution of Resolution No.2000-239 approving Agreement No.2000-063 regarding Construction of Drainage Improvements, North Natomas Basin 8a.

Enclosed, for your records, is one fully certified copy of said resolution and agreement.

Sincerely,

Virginia K. Henry
Assistant City Clerk

jn Item 1.9

Enclosures

cc: Utilities (B. Busath)
Risk Management

RESOLUTION NO. 2000-239

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF MAY 16 2000

A RESOLUTION ADOPTING THE FINDINGS RELATING TO THE ENVIRONMENTAL IMPACTS ASSOCIATED WITH APPROVAL THE NORTH NATOMAS DRAINAGE BASIN 8a DRAINAGE AGREEMENT, AND APPROVING THE DRAINAGE AGREEMENT

WHEREAS:

1. On May 20, 1997, the City Council adopted the North Natomas Comprehensive Drainage Plan, certified the adequacy of the Final Environmental Impact Report ("FEIR") prepared in connection with the Plan, adopted Findings of Fact and a Statement of Overriding Considerations, and approved a Mitigation Monitoring Plan; and
2. The drainage agreement for the North Natomas Basin 8a implements the Comprehensive Drainage Plan, by providing for the construction of the Basin 8a Common Drainage Facilities as identifies in the Basin 8a Drainage Master Plan; and
3. The Basin 8a Drainage Master Plan and the drainage agreement are consistent with the North Natomas Comprehensive Drainage Plan and provide complete drainage for properties located within this basin; and
4. All of the environmental impacts associated with this Master Plan and the drainage agreement, and the construction of the Common Facilities, were fully analyzed and considered in the FEIR; and
5. There are no changed circumstances which would require new or further environmental review; and
6. There is no need for further environmental review in order to approve the drainage agreement.

FOR CITY CLERK USE ONLY

CERTIFIED AS TRUE COPY

OF Res. 2000-239

DATE CERTIFIED 5-31-00

Marie A. Burrows
CITY CLERK, CITY OF SACRAMENTO

RESOLUTION NO.: 2000-239

DATE ADOPTED: MAY 16 2000

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO THAT:

1. The findings set forth above are true and correct.
2. Subject to the following conditions, the Basin 8a Drainage Agreement ("Agreement") is approved, and the City Manager is authorized to execute that agreement:
 - a. No Final Master Parcel Map, Subdivision Map, or other map shall be recorded on the land subject to the Agreement, unless and until the provisions of Section 7 of the Agreement, relating to posting of security, have been fully satisfied.
 - b. No person shall be permitted to occupy any structure located on the property subject to the Agreement unless and until the Landowner has formed a homeowner's association in accordance with the requirements of Section 2.B.(5) of the Agreement, and said association is in existence and in good standing.
 - c. No bonds shall be issued in City of Sacramento North Natomas - Westlake Community Facilities District No. 2000-01, unless and until the community facilities district or similar financing mechanism has been fully and completely formed and is in existence, pursuant to Section 2.B.(6) of the Agreement .
 - d. The Landowner shall execute and acquisition and shortfall agreement relating to City of Sacramento North Natomas - Westlake Community Facilities District No. 2000-01 prior to the approval of a Resolution of Formation relating to the said district.

JIMMIE R. YEE

MAYOR

ATTEST:

VALERIE BURROWES

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO.:

2000-239

DATE ADOPTED:

MAY 16 2000

CITY OF SACRAMENTO
CITY COUNCIL AGENDA ITEM - TRANSMITTAL FORM

Agenda Items are due in City Manager's Office by 3:00 PM Friday, 2 weeks (11 days) before the Council meeting

FROM

Department: Utilities
Contact Name / Phone #: Andy Hunt, x-1408
COUNCIL MEETING DATE: May 16, 2000

REVIEWED BY (initials)

- 1) Dept Fiscal Officer _____
2) Admin/Policy (Budget) _____
3) City Clerk _____

SUBJECT: ADOPT THE DRAINAGE AGREEMENT FOR THE CONSTRUCTION OF THE NORTH NATOMAS BASIN 8a
COMMON DRAINAGE FACILITIES

AGENDA PLACEMENT

Time Needed for Item? 0 minutes
(Factor-in council questions and discussions)
(Not applicable to Consent Items)
Controversial? ☒ No ☐ Yes... Why?

☒ **Afternoon Meeting**

☒ **Consent**

- ☐ Public Hearings
☐ Staff Reports

☐ **Evening Meeting (Controversial/Public Concern)**

- ☐ Special Presentations
☐ Public Hearing
☐ Staff Reports

☐ **Committee Agenda:**

- ☐ Law and Legislative
☐ P & PE
☐ Other _____

Votes Required for Passage:

- ☒ Majority
☐ 2/3
☐ Other _____

- ☐ **Graphics Display System Needed**
(arrange with City Clerk)

FORM COMPLETED BY:

Bill Busath 4/26/00 x1410

FISCAL IMPACT

- ☐ Budget Change? \$ _____
☐ Contract Approval? \$ _____
☐ Change Order? \$ _____
☐ Change in FTE? \$ _____
☐ Supplemental Agreement \$ _____

POLICY ISSUES

- ☐ MBE/WBE?
☐ Environmental?
☐ Legal?
☐ Other? _____

COMMENTS

SPECIAL INSTRUCTIONS TO CITY CLERK

This cover sheet must be completed and attached to your City Council Agenda Item



Department of Utilities
Engineering Services Division

CITY OF SACRAMENTO
CALIFORNIA

1395 35th Avenue
Sacramento, CA 95822-2911
phone (916) 264-1400
fax (916) 264-1497/1498

April 28, 2000

City Council
Sacramento, California

Honorable Members in Session:

**SUBJECT: ADOPTION OF A DRAINAGE AGREEMENT FOR THE CONSTRUCTION OF THE
NORTH NATOMAS BASIN 8a COMMON DRAINAGE FACILITIES**

LOCATION AND COUNCIL DISTRICT:

This drainage agreement includes all the North Natomas Basin 8a Common Drainage Facilities.
(See attached map). Basin 8a is in Council District 1

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager and City Clerk to execute a drainage agreement between the City of Sacramento and Lennar Communities, requiring Lennar Communities to design, finance, and construct all facilities required for drainage pursuant to the North Natomas Comprehensive Drainage Plan.

CONTACT PERSON: Gary A. Reents, Engineering Services Manager, 264-1433
Andrew A. Hunt, Senior Engineer, 264-1408

FOR COUNCIL MEETING OF: May 16, 2000



CITY OF SACRAMENTO
DEPARTMENT
OF UTILITIES

Making a Difference in Your Neighborhood

SUMMARY

In May 1994 the City Council approved the revised North Natomas Community Plan and certified the Supplemental EIR. In May 1997 the City Council approved the North Natomas Comprehensive Drainage Plan for North Natomas and certified the project EIR. On October 26, 1999, the City Council approved the Westborough Planned Unit Development (P98-112) and ratified a Negative Declaration for the project. The Drainage Master Plan for Basin 8a has been accepted by the Department of Utilities, and the Drainage Agreement has been signed by the land owner. Staff recommends the City Council adopt the Drainage Agreement.

BACKGROUND INFORMATION

Basin 8a, one of the watersheds identified in the North Natomas Comprehensive Plan, is located in the North Natomas area west of Interstate 5. The proposed project will drain approximately 331 acres and is bounded on the south by Del Paso Boulevard, on the east by El Centro Road, on the north by Interstate 5 and on the west by the Sacramento City Boundary. All runoff within the Basin 8a area will be collected in pipes and drain to the Westborough Lake/Detention Basin and then into the West Drain Canal. The Basin 8a Common Drainage Facilities covered by this drainage agreement include the following improvements:

- Outfall weir structure to limit outflow from the lake to 33 cfs during storm events;
- Lake / Water Quality / Detention Basin to provide water quality and storm water detention for extreme rainfall events;
- Drainage Pipes to serve The Westborough Development and the EC property.
- Drainage pass through for area to east and north

The North Natomas Comprehensive Drainage Plan identified the necessary drainage improvements required to remove the area within Basin 8a from the 100-year flood plain. The proposed Basin 8a improvements satisfy the requirements to meet this goal.

The Basin 8a common drainage improvements covered by this drainage agreement, will be designed, financed, and constructed by Lennar Communities. All improvements will be constructed in accordance with plans and specifications approved by the City Department of Utilities, and will be subject to normal inspection by the City.

The drainage agreement is to ensure the provision of storm water drainage for the basin and is a requirement (Mitigation Measure 2) of the Mitigation Monitoring Plan. The agreement covers design and construction of the common drainage facilities associated with the Westborough

City Council
April 28, 2000
Basin 8a Common Drainage Facilities

development, City review and inspection of the common drainage facilities, conveyance and dedication of the common drainage facilities to the City, and completion and acceptance of the common drainage facilities by the City. The drainage agreement also provides financial assurances that the drainage facilities will be completed.

FINANCIAL CONSIDERATIONS

Lennar Communities has agreed to pay all costs associated with the design and construction of the Basin 8a common drainage facilities covered in this drainage agreement. There is no cost to the City.

ENVIRONMENTAL DETERMINATION

The Planning Division has reviewed the project for compliance with the requirements of the California Environmental Quality Act (CEQA). The project is determined to fall within the scope of the North Natomas Comprehensive Drainage Plan Environmental Impact Report (EIR), adopted in May 1997 and the Negative Declaration (Negative Declaration) for the Westborough Project. The Westborough project has not changed appreciably since the environmental document was approved therefore no further environmental document is required. The Negative Declaration adequately describes the environmental effects of the proposed detention basin construction.

The Negative Declaration identified that the construction and operation of the detention basin will result in potentially significant impacts to wildlife, water quality and cultural resources. Mitigation measures to reduce these impacts to less than significant levels are specified in the Negative Declaration and are incorporated into the attached Mitigation Reporting Program for the construction of the detention basin. This analysis concludes that the proposed drainage agreement and construction of the detention of the basin will not result in new impacts or greater levels of impact than those identified in the Westborough Negative Declaration.

POLICY CONSIDERATIONS

The Drainage Agreement is consistent with the City Council's adoption of the North Natomas Comprehensive Drainage Plan and the goal of North Natomas Community Plan to promote development in North Natomas.

City Council
April 28, 2000
Basin 8a Common Drainage Facilities

ESBD CONSIDERATIONS

Not applicable since no goods or services are being purchased.

Respectfully submitted,

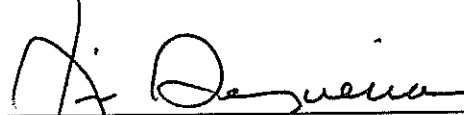


Gary A. Reents
Engineering Services Manager

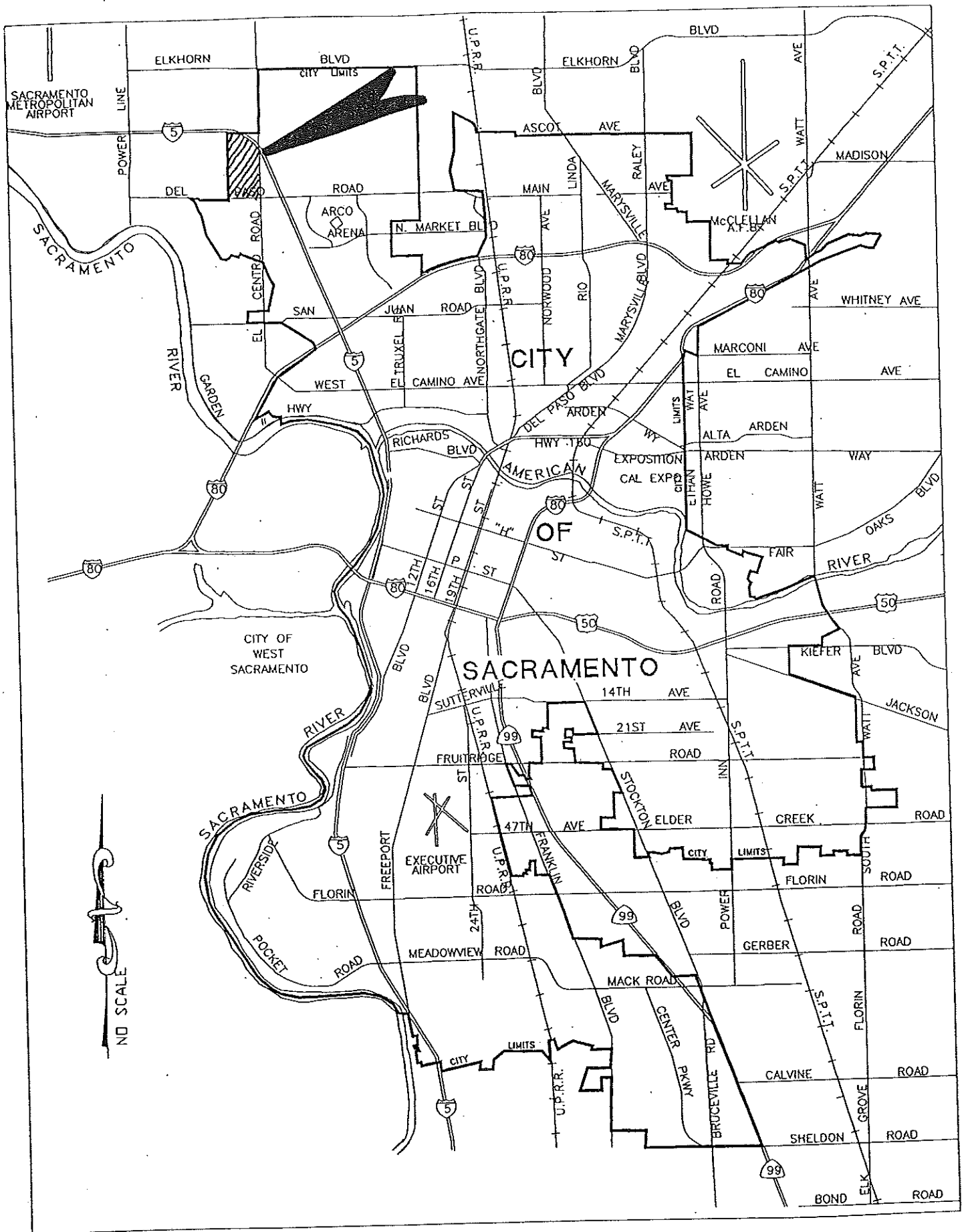
RECOMMENDATION APPROVED:

Robert P. Thomas
City Manager

APPROVED:



James G. Sequeira
Director of Utilities



VICINITY MAP

Fee Exempt Pursuant to
Government Code § 6103
Recorded for the Benefit of
the City of Sacramento

WHEN RECORDED, RETURN TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT FOR CONSTRUCTION OF DRAINAGE IMPROVEMENTS

THIS AGREEMENT, dated May 16, 2000, for purposes of identification, is made and entered into by and between the **CITY OF SACRAMENTO**, a charter city ("City"), and **WINNCREST NATOMAS LLC**, a Nevada limited liability company ("Landowner").

RECITALS

A. Landowner is the owner of property located in the City of Sacramento and identified as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (hereafter referred to as the "Landowner Property"). The Landowner Property is located within the area known and commonly referred to as "Drainage Basin 8A".

B. Landowner has received the following land use entitlements with respect to the Landowner Property from the City Planning Commission and/or the City Council ("Entitlements"):

Entitlement Issued

Tentative Master parcel map ("Tentative Master Parcel Map")
Tentative Subdivision Map ("Tentative Subdivision Map")
General Plan Amendment
Rezoning
P.U.D. Designation
Community Plan Amendment
Development Agreement

Date Issued

October 26, 1999
October 26, 1999
October 26, 1999
October 26, 1999
October 26, 1999
October 26, 1999
October 26, 1999

Resolution/Other No.

99-618
99-616
99-613
Ord. 99-055
99-615
99-614
Ord. 99-054

CITY AGREEMENT NO. **2000-063**

C. The conditions of approval for said entitlements and the project mitigation measures include conditions and requirements relating to drainage of the Landowner Property which must be satisfied prior to issuance of any building permit and/or prior to issuance of a certificate of occupancy or other permit or document allowing occupancy of any structure as to which a building permit was issued. Those conditions and requirements require the preparation and execution of a drainage agreement ensuring satisfaction of such drainage conditions for Landowner's development project. The text of the conditions and mitigation measures relating to drainage are as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.

D. The conditions and mitigation requirements described in Recital C (collectively the "Drainage Conditions") require the owners of the Landowner Property to design, finance and construct, subject to prior City approval, all facilities required for drainage pursuant to the North Natomas Comprehensive Drainage Plan, Basin 8A.

E. Landowner, or its successors, is wholly responsible for providing interim and long-term permanent drainage facilities serving the Landowner Property.

F. A master drainage plan for Basin 8A (the "Basin 8A Master Drainage Plan") has been submitted to City for approval, and has received technical approval from the City's Department of Utilities. If and to the extent that the Basin 8A Master Drainage Plan must also be approved by the Department of Neighborhood Services due to any planned co-use of the Drainage Facilities or any portion thereof as a City park, such approval has been received.

G. Landowner has submitted to the City the following documents (collectively, the "Drainage Plans") related to the design and construction of the drainage facilities required for the Landowner Property: (i) a drainage master plan entitled North Natomas Drainage Basin 8A Drainage Analysis, dated October, 1998 and prepared by Morton & Pitalo, Inc.; (ii) Phasing Study dated February 18, 2000, prepared by the Spink Corporation (the "Phasing Plan"), which is attached hereto as **Exhibit C** and incorporated herein by this reference; and (iii) improvement plans for Basin 8A, including cost estimates. The City has not yet approved the Drainage Plans; however, City has agreed to allow processing of this Agreement pending such approval with the express understanding and agreement of Landowner that the Drainage Plans must be approved in writing by City prior to commencement of construction of the Drainage Facilities.

H. Landowner has also submitted to the City that certain proposed final master parcel map for the Landowner Property which is entitled "Westborough" and dated February, 2000 1998, prepared by The Spink Company (the "Final Master Parcel Map").

I. Landowner desires to enter into this Agreement in accordance with the Drainage Conditions so it can record the Final Master Parcel Map and proceed with development of the Landowner Property. Landowner is willing to construct the improvements (the "Drainage Facilities") shown on the Drainage Plans, entirely at

Landowner's expense, on the terms and conditions set forth herein. By constructing the Drainage Facilities, Landowner will have satisfied the Drainage Conditions insofar as they affect the Landowner Property. This is the Drainage Agreement required by the Drainage Conditions, and it implements rather than amends the Drainage Conditions.

J. Landowner has requested that City commence and complete proceedings for the establishment of a community facilities district to finance the design and acquisition from Landowner of the Drainage Facilities, and expenses incidental thereto. The terms and conditions upon which the City will form such a district, and upon which such a district will acquire the Drainage Facilities, will be set forth in a separate written agreement between the parties.

NOW, THEREFORE, on the basis of the facts set forth in Recitals A through J above, which the parties agree are accurate and are part of this Agreement, the parties hereby mutually agree as follows:

1. Design and Construction of Permanent Drainage Facilities.

A. Obligation to Construct. Subject to the terms and conditions specified herein and subject to the provisions of this Agreement relating to construction of phased and/or interim facilities, Landowner shall perform or cause to be performed, at Landowner's sole cost, all work necessary to construct the Drainage Facilities shown on the Drainage Plans, including without limitation the pipelines, pump stations, detention basins and other related improvements shown thereon.

(1) When constructed in accordance with the Drainage Plans, the Drainage Facilities will meet the Drainage Conditions, and all of the criteria set forth in the City of Sacramento's standard specifications issued by the Departments of Public Works and Utilities which were in effect at the time of final approval by City of the design of the Drainage Facilities, which standard specifications are specifically incorporated herein in full and made a part of this Agreement ("Standard Specifications").

(2) Where it is contemplated that City may form an acquisition district for the purpose of acquiring the Drainage Facilities, or some portion thereof, that portion of the Drainage Facilities which are to be acquired by said district shall be constructed as if they had been constructed as a city capital improvement project. In that regard, the construction procedures shall meet at least the following criteria, to the extent required by the applicable law governing the district and applicable city policies and procedures:

(a) Landowner shall require all contractors and subcontractors performing work on the Drainage Facilities to be acquired to pay prevailing wages, and Landowner shall employ competitive bidding procedures in accordance with applicable City policies and procedures; and

(b) All construction contracts relating to the Drainage

CITY AGREEMENT NO. 2000-063

Facilities to be acquired shall provide that the progress and final payments called for therein shall be made only after the City has inspected the Drainage Facilities to be acquired and has approved the extent to which such improvements have been completed in relationship to the payments(s) being made.

B. Location of Drainage Facilities. The pipelines, pump stations, detention basins and related improvements constituting the Drainage Facilities shall be located as shown on the map attached hereto as **Exhibit D** and fully incorporated hereby by this reference, unless different locations are approved by City.

C. Costs. All design costs, engineering costs, and costs of plans and specifications, together with the entire cost of construction and any and all costs incurred to acquire any property rights necessary to construct the Drainage Facilities, shall be borne one hundred percent (100%) by Landowner.

2. Review and Inspection.

A. Plan Approval. The City has not yet approved the Drainage Plans; however, City has agreed to allow processing of this Agreement pending such approval with the express understanding and agreement of Landowner that the Drainage Plans must be approved in writing by City prior to commencement of construction of the Drainage Facilities.

B. Site Superintendent; City Project Manager. Landowner shall provide a site construction superintendent ("Site Superintendent") who will be on-site whenever work is being performed on the Drainage Facilities. The City shall provide a City project manager ("City Project Manager") who will be Landowner's point of contact with the City with respect to such construction, who will be on-site as necessary, and who will generally be available by telephone or otherwise at all reasonable times.

(1) The Site Superintendent shall have complete authority over the construction contractors and all subcontractors, with authority to order stoppage of work and minor changes to the work in order to comply with the Drainage Plans. The Site Superintendent may also, but need not have authority to order minor design changes to meet unanticipated field conditions, provided that the same are consistent with the Drainage Plans.

(2) The City Project Manager shall have complete authority over the City's construction inspectors, with authority to determine whether or not the work complies with the Drainage Plans. The City Project Manager may also, but need not have authority to approve minor design changes to meet unanticipated field conditions, provided that the same are consistent with the Drainage Plans.

(3) Les Hock is designated by Landowner as the Site Superintendent, until Landowner notifies the City Department of Utilities of his replacement. Bill Busath is designated by City as the City Project Manager, until City notifies Landowner

of his replacement.

C. Construction and Inspection. Landowner shall construct the Drainage Facilities in accordance with the Drainage Plans and any changes or revisions thereto approved by City. City shall be allowed to enter the Landowner Property to perform construction inspection whenever deemed necessary by City, provided that City Project Manager shall notify Landowner's Site Superintendent of any entry to and departure from the construction site by City inspectors when an inspection occurs during the normal working hours.

(1) Should a City inspector (the "Inspector") find any non-conformance or noncompliance with the Drainage Plans, the Inspector shall notify the City Project Manager and the Site Superintendent of such nonconformance or noncompliance, and the City Project Manager and the Site Superintendent shall jointly determine the nature of the corrective action to be taken. Corrective action taken pursuant to the agreement between the City Project Manager and the Site Superintendent shall be deemed to be in accordance with the Drainage Plans.

(2) If the City Project Manager and the Site Superintendent are unable to agree upon the corrective action to be taken, the City Project Manager may order that work on the nonconforming or noncomplying item(s) or area(s) be stopped. If the City Project Manager orders work to stop: (a) Landowner shall comply with all requirements of any stop work order and must obtain City's approval before work can resume on that item(s) or in that area(s); and (b) the City Project Manager, the Site Superintendent and such other representatives of City and Landowner as are necessary or appropriate to evaluate, discuss and resolve the situation, shall promptly meet and confer regarding the measures necessary to correct the nonconforming or noncomplying items(s) or area(s).

(3) Landowner, at its expense, shall make normal construction design review and support services available to City during the course of construction. The City's inspection fees shall include an amount necessary to compensate City for the services provided by the City Project Manager pursuant to this Agreement.

(4) Landowner intends to convey to City fee title to the property covered by the lake which will serve as both a detention basin, and a recreational amenity for Landowner's residential development. Such conveyance is subject to all of the terms and conditions of this Section 3. Additionally, Landowner will reserve to itself an easement for recreational and related uses. City shall have the right to approve the form of the reserved easement. In determining the value of the lake property for purposes of reimbursement (if applicable) through Community Facilities District #00-01, or such other mechanism as is selected in City's sole and exclusive discretion, the said easement shall be taken into account in the deliberations of the independent appraiser commissioned by City to appraise the lake property.

(5) Landowner and City have agreed upon the terms and

CITY AGREEMENT NO. **2000-063**

conditions of a Lake Management Plan ("Plan") for the lake/detention basin, which Plan *inter alia* specifies the parties' responsibilities and obligations relative to maintenance of the lake/detention basin and all of its facilities. Landowner shall undertake all required procedures to form a homeowners' association which will, in addition to its other duties, be fully responsible for satisfying Landowner's maintenance obligations under the Plan. No person shall be allowed to occupy any residence within the Property unless and until the homeowners' association has been fully formed and is in existence in good standing. The Lake Management Plan is attached hereto, marked **Exhibit H**, and is incorporated herein by this reference.

(6) It is City's intention to form, at Landowner's expense, an additional Community Facilities District or other similar comparable financing mechanism ("District") for the purpose of providing contingency funding for fulfillment of Landowner's and the homeowners' association's maintenance obligations under the Plan, in the event that there is a default in performance of such obligations. The District will provide for a zero tax, which in City's discretion may be escalated to a specified maximum tax in case of such a default. Landowner, for itself and its assigns, agrees to the formation of the District, and to execute all waivers and other documents required by City in connection with formation of the District, and to vote affirmatively on the issues of formation and the establishment of the tax rate and method of apportionment, which will be determined by an independent consultant selected by City, as well as the tax levy. The parties agree that no bonds will be issued in CFD #00-01 for purposes of reimbursement of Landowner's costs in constructing the Drainage Facilities, unless and until the District is formed and all proceedings have been finally approved for levy of the tax. City will diligently proceed with formation of the District.

(7) The parties further agree that a formal acquisition and shortfall agreement relating to CFD #00-01 shall be entered into prior to adopting a Resolution of Formation with respect to the District, in a form approved by the City Attorney, to be executed by Landowner and City.

D. Weekly Meetings. During the construction of the Drainage Facilities, appropriate representatives of each party shall meet on a weekly basis as needed to coordinate activities and keep all parties advised as to the status of the Drainage Facilities project.

3. Conveyance of Drainage Facilities, Dedication of Easements, As-Builts, Warranties.

A. Compliance with Standard Specifications; Warranty of Work. Except as otherwise specified herein, all matters relating to notices of completion, inspections for completion, correction of deficiencies, notices of correction of deficiencies, final inspections, testing, final approvals, conveyance of facilities to City, City acceptance of the Drainage Facilities, as-built construction specifications, drawings, plans and submittals, maintenance and repairs pending final acceptance by City, assignment of third-party warranties to City, and Landowner's warranty of the Drainage Facilities, shall be conducted and determined in accordance with City's Standard Specifications. With respect to warranties of work, the Standard Specifications generally require a one-year warranty dating from the date of acceptance of the work by City.

B. Conveyance of Drainage Facilities. Prior to, and as a condition precedent to acceptance by City of the completed Drainage Facilities, Landowner shall also irrevocably dedicate to City, at no cost to City, legal title to all of the completed Drainage Facilities including without limitation any and all easements on, over, under and across Landowner Property which are necessary for City to own, operate, gain access to, and maintain and repair all or any portion of the Drainage Facilities, except for the detention basin site, which detention basin site shall be irrevocably dedicated to City in fee, at no cost to City. Where the project requires acquisition of interests in real property on land other than the Landowner Property, Landowner shall acquire at Landowner's sole cost and expense all such interests and convey such interests to City in accordance with the provisions of this section. In the event that Landowner is unable to acquire such interests from the owners thereof after using reasonable business efforts in good faith, City agrees, to the extent permitted by law, to employ its legal authority to acquire such interests; provided, however, that Landowner shall be required to pay to City all costs of acquisition, including but not limited to attorney fees (whether for the City Attorney or City-selected outside counsel), court costs, appraisal costs, city staff costs, and other costs related to the acquisition procedures. City shall provide to Landowner an initial estimate of such costs, which Landowner shall pay within ten (10) days of notice by City of the cost estimate. In the event that actual costs exceed the estimate, City shall bill Landowner for the excess thereof on a quarterly basis, and Landowner shall pay any such billing within ten (10) days from receipt thereof. In the event that the costs are less than the estimate, City shall refund to Landowner the excess deposited with City within ten (10) days from the date on which the acquisition is completed. In the process of acquisition, City will use its best efforts to obtain rights to enter and construct the Drainage Facilities so as to expedite the construction schedule.

(1) The easements and detention basin site shall be conveyed to City subject only to "Permitted Encumbrances," as hereinafter defined. Landowner agrees and covenants to take any and all actions necessary to remove any and all encumbrances which do not constitute Permitted Encumbrances, prior to conveying the easements and detention basin to City.

(2) As used in this Agreement, the term "Permitted Encumbrances" means: (a) nondelinquent assessments or taxes for bonds issued by City or its nominee; (b) nondelinquent assessments by RD-1000; (c) nonexclusive easements for public facilities or utilities which do not interfere with or limit the rights to be conveyed to City hereunder, including easements for highways, streets, roads, ditches, canals, levees, sewer facilities, electrical facilities, gas facilities, telephone facilities and drainage facilities; (d) any improvement agreement, development agreement, reimbursement and warranty agreement, indemnification agreement, mitigation agreement, or agreement to participate in North Natomas Financing Plan, between any owner of the Landowner Property and City; and (e) such other encumbrances as the City may approve in writing.

(3) Notwithstanding their "Permitted Encumbrances" status, the City shall not be responsible for the payment of any tax or assessment, or fee or charge levied against the easements and detention basin (collectively, the "Flood Improvement Taxes and Assessments") by virtue of the City's acquisition thereof pursuant hereto, including but not limited to, the following: direct levy assessments of the Sacramento Area Flood Control Agency for the construction of presently existing flood control improvements benefitting the Landowner Property; and, special taxes under the presently existing Community Facilities District formed to fund the construction of additional flood control improvements benefitting the Landowner Property.

(a) Landowner shall pay all then-current installments of the Flood Improvement Taxes and Assessments at the time of conveyance, and Landowner or its successors in interest shall remain responsible for the payment of the future installments of the Flood Improvement Taxes and Assessments levied against the property affected by the City easements described in this Agreement.

(b) The City, upon the direction and express consent of Landowner, which are hereby given, shall use its best efforts to cause the Flood Improvement Taxes and Assessments affecting the detention basin to be reallocated in accordance with applicable law and the provisions of the relevant district. With respect to the components of the Flood Improvement Taxes and Assessments which originate from a district formed by City, City upon complete and proper application made by Landowner (including applicable fees), agrees to cause such reallocation to be completed, to the extent allowable by law and in accordance with the provisions of the relevant district. As to districts not formed by City, or as to City-formed districts where reallocation cannot be completed in accordance with applicable law and/or the provisions of the relevant district, if despite the City's best efforts, Flood Improvement Taxes and Assessments remain against the detention basin, Landowner and the City shall implement a reasonable alternative to assure that the City has no responsibility for the payment of the future installments of such Flood Improvement Taxes and Assessments.

4. Completion of Drainage Facilities; Interim Facilities; Home Construction; Satisfaction of Drainage Conditions.

A. Phasing of Facilities. Landowner may elect to install the Drainage Facilities in the phases described in **Exhibit C** (the "Phasing Plan") and has agreed to post security applicable to such phases in accordance with Section 7 below. The City has approved the Phasing Plan and the security described in Section 7. In the event that Landowner desires to modify the Phasing Plan, then the Drainage Facilities to be included within each modified phase, their location, the area to be served thereby, the timing for completion of such modified phases and the posting of any applicable security in accordance with Section 7 below shall be subject to the review and approval of the Director of the Department of Utilities, in the Director's absolute and sole discretion.

B. Interim Drainage Facilities. Landowner shall have the right, subject to the same City review and approval provisions as are set forth in subsection A above, to provide interim drainage facilities to serve the initial development of the Landowner Property until such time as the Drainage Facilities are completed and conveyed to City as provided herein. Such interim facilities may (by way of example) include temporary pumps to serve the initial development of the Landowner Property until permanent pumps are required hereunder in City's judgment. Provided that, if and when development of the Landowner Property reaches the level where the installation of the Drainage Facilities, or applicable portion thereof, is required, then City may require the completion of such Facilities, or portion thereof, as a condition to any further development of the Landowner Property. Nothing in this Agreement or in any other agreement between the parties, and no action on the part of City, its officers, employees or agents in approving such interim facilities shall be construed to create a waiver of any requirement that the Drainage Facilities be fully and completely installed by Landowner.

C. Building Permits and Certificates of Occupancy. The portions of the Drainage Conditions which limit the availability of building permits and the occupancy of structures may also be satisfied on a phase-by-phase basis, in accordance with this Section 4.C.

(1) Commencement of construction of the Drainage Facilities within a phase, as described in the Phasing Plan, shall entitle Landowner to obtain building permits for the maximum number of residences and other structures permitted within the building area ("Building Area") served by that phase of the Drainage Facilities, as such Building Area is also shown on the Phasing Plan. So long as Landowner is not in default under this Agreement, once the Drainage Facilities within a phase have been commenced, City shall not refuse or delay, on the basis of the Drainage Conditions, to issue building permits within the applicable Building Area or to inspect any residence or other structure for which a building permit has been issued.

(2) Once Landowner has completed construction of the Drainage Facilities in a phase, City shall not, on the basis of the Drainage Conditions, including

without limitation, any failure to construct subsequent phases of the Drainage Facilities, refuse or delay the issuance of a certificate of occupancy for any residence or other structure for which a building permit has been issued or to otherwise allow the occupancy of any such structure, from and after the date Landowner has completed construction of such phase of the Drainage Facilities, as evidenced by the City of Sacramento Department of Utilities' final inspection and approval, or such earlier date as approved by the Department of Utilities, in its discretion. City agrees to act in a timely fashion in providing final inspection and approval. Upon notice from Landowner that the Drainage Facilities are complete, City agrees to provide the final inspections and a punch list of corrections within thirty (30) days of receipt by City of such notice.

(3) In the event the Phasing Plan is modified in accordance with Section 4.A, then the foregoing provisions shall apply with respect to the revised Building Area(s) as shown on the revised Phasing Plan.

D. Satisfaction of Drainage Conditions. When Landowner has completed construction of the Drainage Facilities in accordance with this Agreement and City has accepted the Drainage Facilities, the Drainage Conditions will be deemed satisfied for all purposes with respect to the Landowner Property. For purpose of this Agreement, City acceptance means final completion in accordance with the Drainage Plans of the Drainage Facilities or phase thereof, which has been finally inspected and approved by the City for acceptance into its drainage system.

5. Hazardous Substances.

A. No Review, Examination or Assessment. The parties acknowledge and understand that City has not conducted any review, examination or assessment to assess, identify or detect the presence of any Hazardous Substances, as defined below, on, under or around Landowner Property. As between the City and Landowner, any liability associated with the presence of any Hazardous Substances on, under or around the Landowner Property, including any interests in said property dedicated to City as provided herein, shall be governed by the provisions of Section 6 below, regardless of whether any such review, examination or assessment is conducted.

B. Definitions.

(1) As used herein, the term "Hazardous Substances" means:

(a) Those substances included within the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or pollutant or contaminant under any Environmental Law, as defined below;

(b) Those substances listed in the United States Department of Transportation Table [49 CFR 172.101], or by the Environmental Protection Agency, or any successor

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agency, as hazardous substances [40 CFD Part 302];

(c) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state or local laws or regulations; and

(d) Any material, waste, or substance that is

- i) a petroleum or refined petroleum product,
- ii) asbestos,
- iii) polychlorinated biphenyl,
- iv) designated as a hazardous substance pursuant to 33 USCS §1321 or listed pursuant to 33 USCS §1317,
- v) a flammable explosive, or
- vi) a radioactive material.

(2) As used herein, the term "Environmental Law" means all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, or pertaining to environmental conditions on, under, or about the detention basin site or any of the easement areas which Landowner is required to and does convey to City pursuant to this Agreement, as now or may at any later time be in effect, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) [42 USCS §§ 9601 *et seq.*]; the Resource Conservation and Recovery Act of 1976 (RCRA) [42 USCS §§ 6901 *et seq.*]; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) [33 USCS §§ 1251 *et seq.*]; the Toxic Substances Control Act (TSCA) [15 USCS §§ 2601 *et seq.*]; the Hazardous Materials Transportation Act (HMTA) [49 USCS §§ 1801 *et seq.*]; the Insecticide, Fungicide, Rodenticide Act (7 USCS §§ 136 *et seq.*]; the Superfund Amendments and Reauthorization Act [42 USCS §§ 6901 *et seq.*]; the Clean Air Act [42 USCS §§ 7401 *et seq.*]; the Safe Drinking Water Act [42 USCS §§ 300f *et seq.*]; the Solid Waste Disposal Act [42 USCS §§ 6901 *et seq.*]; the Surface Mining Control and Reclamation Act [30 USCS §§ 1201 *et seq.*]; the Emergency Planning and Community Right to Know Act [42 USCS §§ 11001 *et seq.*]; the Occupational Safety and Health Act [29 USCS §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [Health and Safety Code §§ 25280 *et seq.*]; the California Hazardous Substances Account Act [Health and Safety Code §§ 25100 *et seq.*]; the California Safe Drinking Water and Toxic Enforcement Act [Health and Safety Code §§ 24249.5 *et seq.*]; the Porter-Cologne Water Quality Act [Water Code §§ 13000 *et seq.*], together with any amendments of or regulations promulgated under the statutes cited above, and any other federal, state or local law, statute, ordinance or regulation now in effect or later enacted that pertains to the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

6. Indemnification; Waiver and Release.

A. Indemnification by Landowner. Subject to the provisions of this Section 6, Landowner agrees and covenants to, and shall fully indemnify, defend and hold harmless City and its elective and appointive boards, commissions, officers, employees and agents, from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside counsel or the City Attorney), causes of action, claims, or judgments (collectively, "Claims") arising by reason of any death, bodily injury, personal injury, property damage or violation of any law or regulation to the extent arising from any actions or omissions in connection with the design, construction, operation, maintenance or repair of the Drainage Facilities by any of the following: Landowner, any of Landowner's engineers, contractors or subcontractors, or any other person or entity employed by or acting on behalf of or as the authorized agent for Landowner, or any of Landowner's engineers, contractors or subcontractors. Provided, however, that Landowner shall not be liable hereunder to indemnify, defend or hold harmless City and its elective and appointive boards, commissions, officers, employees and agents against Claims alleging sole and active negligence of City in its functions of design review, approval or construction inspection in connection with the Drainage Facilities; provided further, that nothing in this Agreement shall be construed as a waiver by City of any immunity or defense it may have relating to any such Claim, including without limitation immunity or defenses relating to design review and/or approval and/or construction inspection.

B. Indemnification Regarding Hazardous Substances. Landowner further agrees and covenants to, and shall fully indemnify, defend and hold harmless City, and its elective and appointive boards, commissions, officers, employees and agents, from and against any and all Claims arising by reason of any death, bodily injury, personal injury, property damage or damage to the environment to the extent arising from any use, storage, treatment, transportation, release or disposal, on, about or around the portion of the Landowner Property on which the detention basin or any of the Drainage Facilities or the easements which are required to be or which are transferred to City shall be located, of any Hazardous Substances, as defined above, by any person or entity (except persons or entities acting on City's behalf or under City's control), occurring on or at any time prior to the date the detention basin site, the Drainage Facilities, and the said easements are conveyed to City as provided in this Agreement. The foregoing indemnification obligation shall not apply to the incorporation of building materials as part of the Drainage Facilities, provided such incorporation is performed in accordance with applicable laws and is not in violation of Environmental Laws in effect at the time of such incorporation.

C. Duration of Indemnification Obligations. The indemnification and hold harmless agreement made by Landowner in Section 6.A above, with respect to the Drainage Facilities, or each part thereof constructed by Landowner, shall expire on a phase-by-phase basis. Such indemnification and hold harmless agreement shall expire with respect to a phase on the date which is one year after the completion of such phase of the Drainage Facilities and acceptance thereof by City (hereafter the "Expiration Date"), provided that Section 6.A above shall not expire and shall remain in effect with respect to

any Claims which are made, initiated, claimed, filed or assessed at any time prior to the Expiration Date, or which relate to (directly or indirectly) any such Claims. The indemnification and hold harmless agreement made by Landowner in Section 6.B above shall survive the termination of this Agreement with respect to a phase until the date which is two years after the completion of such phase and acceptance thereof by City. Section 6.B above shall not expire, however, and shall remain in effect with respect to any Claims which are made, initiated, claimed, filed or assessed at any time prior to such date, or which relate to (directly or indirectly) any such Claims. The provisions of this Section 6.C shall apply only with respect to the indemnification and hold harmless provisions of this Agreement, and shall not affect the liability, if any, which Landowner might have under applicable law to the extent Landowner is a contaminator of the Landowner Property.

D. Additional Provisions Regarding Indemnification Obligations. The parties further agree and understand as follows: (1) City does not, and shall not be deemed to, waive any rights against Landowner which it may have by reason of the aforesaid indemnity and hold harmless agreements because of any insurance coverage provided pursuant to Section 8 below; (2) except as may otherwise be specifically and expressly provided in subsection 6.A. above relating to Claims based upon allegations of sole and active negligence on the part of City, the aforesaid indemnity and hold harmless agreements shall not be limited or waived in any way based upon the fact that City has or shall have prepared, supplied, or approved of plans and/or specifications for the Drainage Facilities, or has or shall have inspected or failed to inspect construction of the Drainage Facilities; (3) the scope of the aforesaid indemnity and hold harmless agreements is to be construed broadly and liberally to provide the maximum coverage for City in accordance with their terms; (4) no specific term or word contained in this section shall be construed as a limitation on the scope of the indemnification and defense rights and obligations of the parties unless specifically so provided; and (5) Landowner shall cause all engineering and construction contracts relating to the Drainage Facilities to require the engineer or contractor to fully and without limitation indemnify, defend and hold harmless City and its elective and appointive boards, commissions, officers, employees and agents, from and against any and all Claims arising by reason of any death, bodily injury, personal injury, property damage or violation of any law or regulation to the extent arising from any actions or omissions of such professional in connection with the design, construction, maintenance, operation or repair of the Drainage Facilities by said engineer or contractor, or any other person or entity employed by or acting as the authorized agent for said engineer or contractor, but only to the extent that such professional or other party has contractual responsibility for a portion or aspect of the Drainage Facilities. For example, a contractor responsible for constructing a portion of the Drainage Facilities would not be held responsible for the design, nor would an engineer who designed a portion of the Drainage Facilities be held responsible for construction not in accordance with the design. So long as the construction contract contains the language contained in **Exhibit E**, attached hereto and incorporated herein by this reference, or other language approved in writing by the City, and if City is satisfied in its judgment with the adequacy of the engineer's or contractor's insurance, Landowner shall be deemed to have satisfied its obligation under subsection 6.D(5) to obtain for the City indemnification and defense

obligations on the part of Landowner's engineers and contractors.

E. Waiver by Landowner. In addition to Landowner's obligations to indemnify, hold harmless and defend City as set forth above, Landowner, its assigns, transferees and successors, hereby waives and releases any and all claims of whatever sort or nature which may arise against City or its officers, employees and agents, in connection with the design or construction of the Drainage Facilities.

F. Unknown Claims. This waiver and release shall include any and all claims arising under Section 1542 of the California Civil Code, which provides that:

"A general release does not extend to claims which a creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release, the parties hereto expressly acknowledge that this Agreement is intended to release and extinguish, without limitation, all claims as described in this Section 6 which the parties do not know or suspect to exist. The provisions of this Section 6 shall survive termination of this Agreement.

G. Indemnification by City. City further agrees and covenants to, and shall fully indemnify, defend and hold harmless Landowner, and its elective and appointive boards, commissions, officers, employees and agents, from and against any and all Claims arising by reason of any death, bodily injury, personal injury, property damage or damage to the environment (i) to the extent arising from any City use, storage, treatment, transportation, release or disposal, on, about or around the portion of the Landowner Property on which the detention basin or any of the Drainage Facilities or the easements which are required to be or which are transferred to City shall be located, of any Hazardous Substances, as defined above, by any person or entity (except persons or entities acting on Landowner's behalf or under Landowner's control), occurring on or at any time after the date the detention basin site, the Drainage Facilities, and the said easements are conveyed to City as provided in this Agreement; (ii) arising from any act (including but not limited to those covered by subsection (i) immediately above) on the part of City or its agents or employees in the use and operation of the Drainage Facilities; or (iii) occurring on or at any time arising from any entry upon the Landowner Property by City, its agents, employees or contractors, pursuant to the provisions of section 2 of this Agreement.

7. Security.

A. Security for Drainage Facilities. Prior to approval of a final parcel map, or a final subdivision map, for any portion of the Landowner Property, Landowner shall post with City the security required by this Section 7.A in order to secure performance of all of Landowner's obligations hereunder with respect to the Drainage Facilities. In all cases the security shall be in the form of a standby letter of credit, acceptable in form to

the City Attorney. In City's sole and absolute discretion, City may approve an alternate form of security proposed by Landowner.

(1) Landowner shall post with the City the following security (the "Initial Drainage Security") in connection with the City's approval of the final Master Parcel Map, which affects the entire Landowner Property: a standby letter of credit in an amount equal to the total cost of construction of the Drainage Facilities, as shown on the Engineer's Cost Estimate, attached hereto as **Exhibit F**, and incorporated herein by this reference.

(2) The Initial Drainage Security shall be reduced and/or replaced, from time to time, in connection with the commencement of construction of Drainage Facilities shown on improvement plans approved by the City. As and when City approves the improvement plans ("Approved Plans") for all or any portion of the Drainage Facilities and authorizes the commencement of construction of the Drainage Facilities ("Approved Facilities") shown on the Approved Plans, Landowner shall replace the Initial Drainage Security with respect to the Approved Facilities with a Labor and Material Bond and Performance Bond or alternate security as may be approved by the City (the "Construction Security") in the amount customarily required by the City in connection with subdivision improvements, based upon the estimated cost of completing the Approved Facilities. Once Landowner has furnished the City with the Construction Security, the Initial Drainage Security shall be reduced and released by the City with respect to those amounts secured by the Construction Security. If the Drainage Facilities are completed before the entire Initial Drainage Security has been released, the then-remaining Initial Drainage Security shall be released when Landowner furnishes the security required by Section 7.B.

B. Security for Warranty. To secure the terms of the warranties set forth in Section 3.A above, Landowner shall provide warranty security in a form acceptable to City in the amount of ten percent (10%) of the full cost to construct the applicable Drainage Facilities. The warranty security for the Drainage Facilities shall be the warranty security furnished in connection with the subdivision to which such facilities are attributed. Warranty security shall be provided at the time that each portion of the Drainage Facilities are conveyed to City as set forth herein, and shall remain effective throughout any applicable guarantee period. Prior to City making any temporary or permanent repairs or replacements during the warranty period, City shall provide Landowner with detailed information concerning the warranty work that needs to be completed, including the estimated cost of the work and the reasons that the City believes the work is required. City and Landowner shall meet and confer regarding such warranty work and Landowner shall be given a reasonable opportunity to perform such warranty work within a time frame and on conditions which are reasonable under the circumstances. If City makes or causes to be made any temporary or permanent repairs or replacements during such warranty period, Landowner shall be assessed, in addition to actual costs and expenses of such repair or work, fifteen percent (15%) of such costs and expenses for overhead. The assessment of costs, expenses and overhead shall first be drawn from Landowner's warranty security. If the amount exceeds the balance of the warranty security, Landowner will be required to pay for the additional costs incurred within thirty (30) days after City requests payment of the additional amount.

8. Insurance. Landowner shall obtain and deliver to City, at no cost to City, certificates of insurance which indicate that City, its elective and appointive boards, commissions, officers, agents and employees are covered as additional insureds under all insurance policies maintained for design and/or construction of the Drainage Facilities (1) by Landowner, or (2) by any engineer, contractor or subcontractor directly or indirectly employed by Landowner to perform any work related to the Drainage Facilities, with respect to any and all liability resulting from or in any way arising out of any actions or omissions by Landowner or any engineer, contractor or subcontractor directly or indirectly employed by Landowner in connection with the design, construction, operation, maintenance or repair of the Drainage Facilities. The aforesaid policies shall also provide that no cancellation, major change in coverage, or expiration may be affected by the insurance company or the insured during the term of this Agreement, without first giving to City thirty (30) days' written notice prior to the effective date of such cancellation or change in coverage. Landowner shall not permit any contractor or subcontractor to commence or continue work on the Drainage Facilities until the aforesaid certificates have been approved by the City's Division of Risk Management.

9. Binding on Successors. Subject to the provisions of section 14 of this Agreement, this Agreement shall be binding on and shall inure to the benefit of City and Landowner and their respective principals, heirs, executors, administrators, devisees, legal representatives, successors, assigns, affiliates, parent and subsidiary corporations, and their past, present and future shareholders, directors, officials, employees and agents. The parties agree that Landowner's agreements and covenants contained herein are covenants which run with the Landowner Property, in accordance with Section 1468 of the Civil Code. The burden of said covenants shall be binding upon Landowner's constituents, successors, transferees and assigns, for the benefit of the Landowner Property to be served by the Drainage Facilities.

10. Landowner's Representations. Landowner certifies that it owns full legal title to the Landowner Property. Each individual executing this Agreement on behalf of a corporation, joint venture, partnership or other business represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

11. Consultation With Attorneys. Each party to this Agreement expressly states and represents that he/she/it have consulted with their respective attorneys concerning all portions of this Agreement and have been fully advised by said attorneys with respect to their rights and obligations hereunder. After said consultation and advice, each party voluntarily enters into this Agreement.

12. Recording. The parties agree that any party may record this Agreement in the office of the Recorder of Sacramento County. Upon request of Landowner, and if Landowner is not then in default under this Agreement, City agrees to execute such documents as are required to remove this Agreement from the title to a residential lot within the Landowner Property at the time of closing to a residential purchaser. City shall also,

upon request of Landowner, take such action to remove this Agreement from title upon City acceptance of a phase of the Drainage Facilities, as to any of Landowner's land as to which building permits were or could have been issued for said phase.

13. Notices. All notices herein required, unless otherwise specified, shall be in writing, and shall be delivered in person or sent by first class mail, postage prepaid.

To City:

Department of Utilities
City of Sacramento
5770 Freeport Boulevard
Sacramento, CA 95822
Attn: Bill Busath

To Landowner:

Mr. Thomas P. Winn
Winncrest Natomas LLC
2240 Douglas Blvd., Suite 200
Roseville, CA 95661

Any party may change its address by notice in writing to the other parties and thereafter notices shall be addressed and transmitted to the new address.

14. Assignment. This Agreement may not be assigned without the mutual written consent of all parties, and any attempt to assign this Agreement without such consent shall be void.

15. Amendment. This Agreement may only be amended in a writing signed by all parties.

16. Attorneys' Fees and Costs. Any party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and the prevailing party in such suit or proceeding shall be entitled to recover from the other parties reasonable costs and expenses, including attorneys' fees, including outside counsel (and, in the case of City, the City Attorney).

17. Term of Agreement. This Agreement shall become effective as of the date first written above, and, subject to the provisions of Section 6 above, shall terminate one (1) year after the completion of all the Drainage Facilities and acceptance thereof by City.

18. No Agency. Neither Landowner nor any of Landowner's agents, engineers, contractors or subcontractors are or shall be considered to be agents of City in connection with the performance of any of Landowner's obligations under this

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03/30/00

Agreement.

19. Other Agreements. This Agreement is not intended to, and shall not, cancel, supersede, modify or otherwise affect any other agreements which have been or may be made or any approvals or permits which have been issued between or by any party regarding the subject matter hereof, including but not limited to development agreements, subdivider agreements, and improvement agreements.

20. Habitat Conservation Fees. Landowner shall pay all applicable Habitat Conservation Fees with regard to construction of the Drainage Facilities, subject to Landowner's right to reimbursement of such fees pursuant to the provisions of **Exhibit G**; provided, however, the amount of such paid fees included within the Reimbursement Amount calculated pursuant to **Exhibit G** shall be limited to the fees paid less Landowner's prorata share thereof as calculated by City based upon relative benefit from the Drainage Facilities.

21. Reimbursement Provisions. City has undertaken, pursuant to the North Natomas Financing Plan, a policy of providing reimbursement to landowners who construct drainage facilities which create special benefit in the form of drainage capacity, in whole or in part, to other land in the Financing Plan area. If Landowner, pursuant to this Agreement, constructs Drainage Facilities which benefit lands in the North Natomas Finance Plan area which belong to other landowners who do not contribute their proportional share of the cost thereof at the time of construction, Landowner is entitled to reimbursement pursuant to the provisions of **Exhibit G**, attached hereto and incorporated herein by this reference. If said **Exhibit G** is not attached to this Agreement, Landowner and City have agreed that there is no applicable reimbursement right or entitlement for Landowner with regard to the Drainage Facilities constructed hereunder.

22. City Attorney Costs. Landowner shall pay to City the sum of \$1,500.00 for the costs incurred by the City Attorney in negotiation of and preparation of this Agreement.

Landowner:

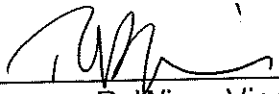
WINNCREST NATOMAS LLC

a Nevada limited liability company

By: Bramlea California LLC

a California limited liability company, its managing partner

By: Lennar Homes of California, Inc.,
a California corporation, its manager

By: 
Thomas P. Winn, Vice President

—AND—

CITY:

CITY OF SACRAMENTO, a charter city

By: 

Name: Thomas V. Lee

Title: Dem.

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

[NOTARY ACKNOWLEDGMENTS MUST BE ATTACHED]

CITY AGREEMENT NO. **2000-063**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Placer

} ss.

On April 25, 2000, before me,

Date

Donna Ross, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Thomas P. Winn

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Donna Ross

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Agreement for Construction of Drainage Improvements

Document Date:

No Date

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of Sacramento

On May 31, 2000 before me, Angelina M. Resurreccion,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Thomas Lee and Virginia K. Henry,
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Angelina M. Resurreccion
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☒ OTHER: Deputy City Manager and Assistant City Clerk May 16, 2000

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

DESCRIPTION OF ATTACHED DOCUMENT

Agreement for Construction of Drainage Improv
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

List of Exhibits

- Exhibit "A" Landowner Property description*
- Exhibit "B" Drainage Conditions*
- Exhibit "C" Phasing Plan*
- Exhibit "D" Location Map--Drainage Facilities*
- Exhibit "E" Landowner Construction Contract Language*
- Exhibit "F" Engineers Cost Estimate*
- Exhibit "G" Reimbursement Provisions*
- Exhibit "H" Lake Management Plan*

EXHIBIT A

LANDOWNER PROPERTY DESCRIPTION

EXHIBIT 'A'

#wstbro.doc

LAND OWNER LEGAL DESCRIPTION

All of Lots 65 and 69 of Natomas Central Subdivision, according to the official plat thereof, filed in the office of the recorder of Sacramento County, State of California, in Book 16 of Maps, at Page 3, and a portion of Lots 64, 70, 71, 88, and 89, of map said Natomas Central Subdivision, being a portion of Section 4 and 9, Township 9 North, Range 4 East, Mount Diablo Baseline and Meridian, according to the Official Township Plats thereof, described as follows:

BEGINNING at a point which is the southeast corner of said Lot 64; thence along the south boundary line of said Lots 64 and 65, South 88° 49' 42" West, a distance of 3100.00 feet to the southwest corner of said Lot 65; thence along the west boundary line of said Lot 65, North 00° 33' 18" West, a distance of 2009.06 feet to the northwest corner of said Lot 65; thence along the north boundary line of said Lot 65, North 89° 39' 42" East, a distance of 139.80 feet to the southwest corner of said Lot 69; thence along the west boundary line of said Lots 69 and 89, North 00° 33' 18" West, a distance of 3423.80 feet to a point on the southwesterly right-of-way line of Interstate Highway 5, per Individual Grant Deed to the State of California, recorded as Document No. 821130-832, in said County, also being the beginning of a non-tangent curve concave to the southwest having a radius of 2370.00 feet, and to which a radial line bears North 13° 29' 34" East; thence leaving the west boundary line of said Lot 89, and proceeding along said southerly right-of-way line, southeasterly 391.58 feet, along said curve through a central angle of 09° 28' 00" to the beginning of a non-tangent line; thence continuing South 66° 55' 04" East, a distance of 256.52 feet to the beginning of a tangent curve concave to the northeast having a radius of 1230.00 feet; thence continuing along said southwesterly right-of-way line per Grant Deed to the State of California, recorded as Document No. 870825-679, in said County, southeasterly 125.95 feet, along said curve through a central angle of 05° 52' 02" to the beginning of a non-tangent line; thence continuing, South 72° 55' 56" East, a distance of 1301.92 feet to the beginning of non-tangent curve concave to the southwest having a radius of 970.00 feet, and to which a radial line bears North 16° 53' 49" East; thence southeasterly 384.38 feet, along said curve and said right-of-way line through a central angle of

22° 42' 16" to the beginning of a non-tangent curve concave to the southwest having a radius of 3830.00 feet, and to which a radial line bears North 39° 36' 05" East; thence southeasterly 240.59 feet, along said curve and right-of-way line through a central angle of 03° 35' 57" to the beginning of a non-tangent curve concave to the southwest having a radius of 570.00 feet, and to which a radial line bears North 43° 44' 13" East; thence southeasterly 294.44 feet, along said curve and said right-of-way line through a central angle of 29° 35' 49" to the beginning of non-tangent line; thence continuing along said southwesterly right-of-way line, South 16° 08' 43" East, a distance of 1115.76 feet; thence continuing, North 89° 26' 42" East, a distance of 35.01 feet to a point of intersection with the east boundary line of said Lot 71, said east boundary line also being the east line of said Section 4, also being the east boundary line of a Deed to the County of Sacramento, recorded as Book 1986, Page 205, Official Records of said County; thence along the east boundary line of said Lots 71, 70, and 64, South 00° 33' 18" East, a distance of 3060.14 feet to the POINT OF BEGINNING.

Containing 14,429,762.76 square feet or 331.2618 acres, more or less.

Basis of Bearings for this description is between found Caltrans monuments 24-241 and 24-236A as shown on the Record of Survey Map recorded in Book 42 of Surveys, at Page 14, in said County. Said line is taken to bear North 28° 19' 35" West

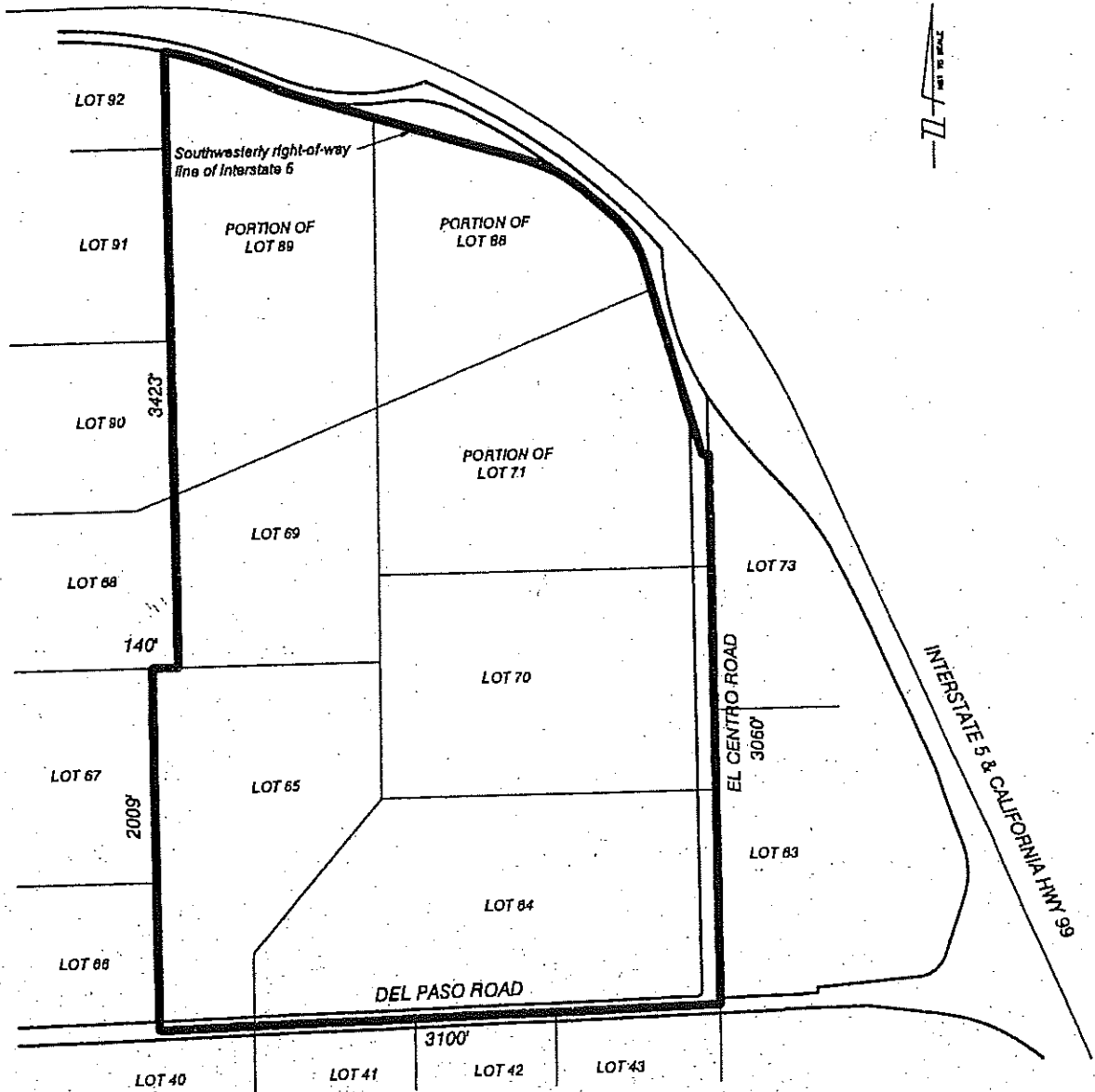
February 22, 2000

END OF DESCRIPTION



EXHIBIT "A"
LAND OWNER AREA

INTERSTATE 5



The Spink Corporation

4\LOTS\5000-5\51250087\EXHIBIT.DWG MARCH 20, 2024 nikel

EXHIBIT B

DRAINAGE CONDITIONS

EXHIBIT B

DRAINAGE CONDITIONS

Exhibit I-4

PUD CONDITIONS OF APPROVAL

The following conditions apply to the Westborough PUD:

- a. Prior to approval of any development request within the Westborough PUD, a Special Permit must be approved by the City Planning Commission or Planning Director - as applicable.
- b. The property owners of the PUD shall participate in the North Natomas Landscaping and Lighting District and any other applicable Lighting and Landscaping Districts, once adopted, to fund the maintenance costs of landscaping and lighting needs throughout the project area.
- d. Any development within Westborough PUD must comply with the Residential and Non-Residential Development Guidelines in the Comprehensive Floodplain Management Plan.
- e. The PUD Development Guidelines shall incorporate all applicable Expanded North Area Design Review District standards related to single and two family residential uses and multi-family residential uses. Any development within the PUD shall comply with these standards.
- f. The North Natomas Community Plan requires that high density residential projects in excess of 200 units and 8 acres must create multiple apartment complexes separated by a local street or other linkage. No Special Permit shall be approved for a high density residential project that exceeds the apartment complex size unless a local street or other public linkage has been provided between apartment complexes.
- g. Front-on lots on streets with projected volumes greater than 4,000 average daily trips (ADT) should be discouraged. Front-on lots in these locations must incorporate special design features to lessen their impact on street operations. These features include, but are not limited to: additional building setbacks, circular or hammerhead driveways, sidewalks separated from the curb (if allowed), etc. to the satisfaction of Public Works and Planning and Development Departments.

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RESOLUTION NO.:

DATE ADOPTED:

99-615

OCT 26 1999

EXHIBIT B

DRAINAGE CONDITIONS

feet adjacent thereto as a public utility easement for underground facilities and appurtenances;

21. Designate a parcel of land for an electric substation to be acquired by the Sacramento Municipal District having approximately 1 acre of net usable area. The exact size and location of the substation parcel shall be by mutual agreement of SMUD and the property owners prior to the recordation of the Final Map. Contact Marvin Johnson at (916) 732-5338 for size and location.

Note: SMUD is planning 69 kV overhead routes along Del Paso and El Centro Roads for the future substation site.

22. The owner/developer must disclose to future/potential owners the existing or proposed 69kV electrical facilities.
23. Provide two 20' x 40' exclusive easements for Pacific Bell's Controlled Environmental Vaults (CEV's) to the satisfaction of Pacific Bell.

24. Storm drainage facilities shall be designed in compliance with the City's North Natomas Drainage and Procedures Manual.

25. All sewer facilities shall be constructed in accordance with an approved master sewer study for the project. Prior to any trunk sewer design, a coordination and reimbursement meeting shall be held with CSD-1 staff.
26. A Homeowners' Association shall be formed whose responsibilities include maintenance of the private collector sewer.
27. County of Sacramento Improvement Standards shall apply to all on-site sewer construction.

CSD-1 Advisories:

- a. A sewer study must be completed and accepted by CSD-1 staff prior to submittal of sewer improvement plans.
- b. Development of this property may require the payment of sewer impact fees. The applicant should contact the Fee Quote Desk at 875-6679 for sewer impact fee information.

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P98-112: Westborough PUD

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DATE ADOPTED: OCT 26 1999

EXHIBIT D

DRAINAGE CONDITIONS

28. Prior to sign-off of the Final Map, Natomas Central Mutual Water Company shall be notified of map processing. In addition, all assessments due on the property shall be paid. If land use is other than agricultural, severance from the company is required. Pursuant to Company by-laws, severance from the Company requires execution of a stock cancellation agreement with Natomas Central Mutual Water Company, and severance fees must be paid.

City Utilities

29. An assessment district, community facilities district or other financing mechanism approved in writing by the City must be formed for the purpose of constructing all common drainage facilities within detention basin sub-area 8A and any additional drainage capacity or facilities required to accommodate development of the subject area in accordance with the drainage master plan for sub-basin 8A and other applicable drainage plans and criteria for North Natomas. For this purpose, "other financing mechanism" includes but is not limited to a fully executed agreement approved as to form by the City Attorney, which provides for funding and construction of the said facilities, and which provides for posting or depositing with the City unconditional security for performance of the landowner's obligations, which security is adequate in the sole and exclusive discretion of the City, and which is in a form acceptable to the City Attorney.
30. The applicant and/or any successor shall fully participate in any financing mechanism, including but not limited to assessment districts, or community facilities districts formed for the purpose of financing the facilities specified in the previous condition, and any such mechanism formed for the purpose of financing the drainage facilities required under the North Natomas Comprehensive Drainage Plan. For this purpose, "fully participate" requires that the applicant and/or any successor shall, notwithstanding the provisions of Articles XIII C and/or XIII D of the California Constitution, or any other applicable federal or state law, rule or regulation, waive and relinquish any right to protest or vote against the formation of the mechanism and/or the levy of any assessment or tax pursuant thereto; actively participate in a positive manner in the proceedings for formation of the mechanism and/or the levy of any assessment or tax pursuant thereto; and pay all taxes, assessments and/or fees

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DRAINAGE CONDITIONS

levied pursuant thereto.

31. A drainage master plan for this site and the entire North Natomas Comprehensive Drainage Plan "Detention Basin 8A" drainage area must be completed and approved by the Department of Utilities. This plan is required to show the sizes of all trunklines in the major right-of-ways (as depicted in the North Natomas Community Land Use Plan). All outfall structures, drainage channels, detention basins and pump stations shall also be shown. Outfall structures must be located where the lake perimeter (bulkhead) is adjacent to the road right-of-way. If an outfall structure is placed between residential lot lines, then a separate lot (typical width 30 feet to 40 feet) must be dedicated in fee title to the City of Sacramento for access and maintenance. A phasing plan for drainage infrastructure, if appropriate, shall be approved by the Department of Utilities and included in the final master drainage plan report.
32. A water master plan for this entire area must be completed and approved by the Department of Utilities prior to recordation of the final master parcel map. This study shall also determine if the existing water distribution infrastructure is adequate to supply fire flow demands resulting from developing this project. All water mains shall be placed within the asphalt section of public street right-of-ways as per the City's Design Procedures Manual, unless otherwise approved by the Department of Utilities. Dedicate in fee title to the City Lot Z (Water Tank site). Lot Z shall be a minimum of approximately 260 feet by 260 feet. Lot Z shall be located so that maintenance vehicles will have street access to the Water Tank site.
33. A sanitary sewer master plan for this entire area must be completed and approved by Sacramento County Sanitation District No. 1 prior to recordation of the final master parcel map. The sewer master plan shall be provided to the Department of Utilities to assure that no conflicts with water or drainage facilities exist within the streets or easements. All sewer lines shall be placed within the asphalt section of public street right-of-ways as per the City's Design Procedures Manual, unless otherwise approved by the Department of Utilities and Sacramento County Sanitation District No. 1.
34. Properly abandon under permit, from the City and County Environmental Health Division, any well or septic system located on

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EXHIBIT D

DRAINAGE CONDITIONS

the property prior to recordation of the final master parcel map.

35. Final design of the detention basins shall be coordinated and approved by the Department of Utilities.
36. All existing easements and all existing right-of-ways shall be shown on the Tentative Master Parcel Map. No water or storm drainage easements shall be abandoned on this map without the written approval of the Department of Utilities.
37. Dedicate all necessary easements, right-of-way, or fee title property on the final map as required to implement the approved drainage, water and sewer studies, per each approving agency requirements.
38. The full width of the private streets shall be dedicated as an easement for the water distribution and drainage system. All water and drainage facilities within the subdivision shall be constructed to City standards and approved by the Department of Utilities prior to acceptance of maintenance responsibilities. The easement shall include language assuring Department of Utility personnel and maintenance vehicles shall have unrestricted access to any private streets and easements at all times. Private streets shall have a minimum paved width (from lip of gutter to lip of gutter) of twenty five feet (25').
39. If the applicant wants the City to maintain and operate the on-site (private) storm drainage facilities, a written request must be filed with the Department of Utilities (per the Policy for Private Streets in Residential Areas).
40. The applicant shall develop a lake management plan subject to approval by the Department of Utilities. This management plan will address the operation and maintenance of flood control, water quality and other items directly related to the drainage system.
41. The applicant shall execute an agreement with the City which delineates the maintenance responsibilities of the Homeowners Association (HOA). This agreement shall include a provision which, in the event of the HOA's failure to adequately perform their maintenance responsibilities, allows the Department of Utilities to perform maintenance and be reimbursed for such maintenance by the HOA.

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DRAINAGE CONDITIONS

42. The applicant shall provide a water supply canal and right-of-entry for Natomas Central Mutual Water Company (NCMWC) to replace the existing water supply canal (canal 13A) and easement (40' ditch easement per 589 O.R. 184 joint use with State per 690313 O.R. 264). The relocation of the existing canal and easement shall be to the satisfaction of NCMWC and the Department of Utilities. Relocation of the existing canal and easement may require the reconfiguration of the proposed lots along the west boundary of the project.

43. Dedicate to the City an easement for the operation and maintenance of the 54-inch storm drain outfall pipe located in the County. The location of the pipe and the width of the easement shall be to the satisfaction of the Department of Utilities.

ADVISORY NOTES:

The following advisory notes are informational in nature and are not requirements of the Tentative Master Parcel Map:

1. Comply with Section 40.08.850 of the City Code regarding Master Parcel Maps, Ordinance No.95-013, Dated March 1995.
2. Prior to the issuance of any building permits, provide the City with a copy of the certificate of payment of school fees for the applicable school district(s).
3. This project is within the SAFCA Operations and Maintenance Assessment District No. 1, the North Area Local Project Capital Assessment District No. 2, and the SAFCA Capital Improvement Fee Equalization (CIEF) area. Therefore, the property owner will be required to pay these special benefit assessments and the CIEF based on the proposed land use and building intensity.

4. Prior to issuance of any building permits within the subject area all sanitary sewer, storm drainage, water, and flood control improvements shall be in place and fully functioning or an interim infrastructure plan and agreement shall be required.
5. Post construction, stormwater quality control measures shall be incorporated into the development to minimize the increase of urban runoff caused by development of the area. Since the project is in an

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EXHIBIT D
DRAINAGE CONDITIONS

area served by a regional water quality control facility only source control measures are required. Refer to the draft "Manual of Standards for Design of New Development On-Site Stormwater Quality Control Measures" dated January 23, 1995, for appropriate source control measures.

6. Subject property must complete annexation to both the Sacramento Regional County Sanitation District and County Sanitation District No. 1 of Sacramento County or execute sanitary sewer service agreement with Sacramento Regional County Sanitation District and County Sanitation District No. 1 prior to issuance of building permits.
7. This project is 331 ± acres, therefore the project is required to comply with the State "NPDES General Permit for Stormwater Discharges Associated with Construction Activity" (State Permit). To comply with the State Permit, the applicant will need to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB) and prepare a Stormwater Pollution Prevention Plan (SWPPP) prior to construction. A copy of the State Permit and NOI may be obtained from the Department of Utilities by calling 433-6318.
8. The applicant must comply with the City of Sacramento's Grading, Erosion and Sediment Control Ordinance. This ordinance requires the applicant to show erosion and sediment control methods on the subdivision improvement plans. These plans shall also show the methods to control urban runoff pollution from the project site during construction.
9. Depending upon project phasing and the construction pace of surrounding development, developers in North Natomas may be required to construct water transmission mains (pipes greater than 12"). In such cases, reimbursement agreements between the City and developers will be negotiated.
10. Prior to occupancy within the subject area, all sanitary sewer, storm drainage, water and flood control improvements shall be in place, fully functioning, and a notice of completion shall be issued by Public Works.
11. Gas service may be available to this project if desired. The developer should contact PG&E's Service Planning Department as

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LAND DRAINAGE CONDITIONS

owners prior to the recordation of the Final Map. Contact Marvin Johnson at (916) 732-5338 for size and location.

Note: SMUD is planning 69 kV overhead routes along Del Paso and El Centro Roads for the future substation site.

47. The owner/developer must disclose to future/potential owners the existing or proposed 69kV electrical facilities.
48. Provide two 20' x 40' exclusive easements for Pacific Bell's Controlled Environmental Vaults (CEV's) to the satisfaction of Pacific Bell.
49. Storm drainage facilities shall be designed in compliance with the City's North Natomas Drainage and Procedures Manual.
50. All sewer facilities shall be constructed in accordance with an approved master sewer study for the project. Prior to any trunk sewer design, a coordination and reimbursement meeting shall be held with CSD-1 staff.
51. A Homeowners' Association shall be formed whose responsibilities include maintenance of the private collector sewer.
52. County of Sacramento Improvement Standards shall apply to all on-site sewer construction.

CSD-1 Advisories:

A sewer study must be completed and accepted by CSD-1 staff prior to submittal of sewer improvement plans. Development of this property may require the payment of sewer impact fees. The applicant should contact the Fee Quote Desk at 875-6679 for sewer impact fee information.

53. Prior to sign-off of the Final Map, Natomas Central Mutual Water Company shall be notified of map processing. In addition, all assessments due on the property shall be paid. If land use is other than agricultural, severance from the company is required. Pursuant to Company by-laws, severance from the Company requires execution of a stock cancellation agreement with Natomas Central Mutual Water Company, and severance fees must be paid.

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EXHIBIT B
DRAINAGE CONDITIONS

City Utilities

54. Prior to or concurrent with the submittal of improvement plans, a project specific drainage study as described in section 11.7 of the City Design and Procedures Manual shall be approved by the Department of Utilities. The 10-year and 100-year HGL's developed using the Sacramento City/County Drainage Manual Volume 2 Hydrology Standards, dated December 1996, or amendments thereto shall be shown on the improvement plans. Drain inlets shall be a minimum of 6 inches above the 10-year HGL. Building pad elevations shall be a minimum of 1.00 foot above the 100-year HGL and approved by the Department of Utilities. All drainage lines shall be placed within the asphalt section of public-right-of-ways as per the City's Design and Procedures Manual, unless otherwise approved by the Department of Utilities.

55. Prior to or concurrent with the submittal of improvement plans, a project specific water study shall be approved by the Department of Utilities.

56. The water distribution system shall be designed to satisfy the more critical of the two following conditions:

a. At maximum day peak hour demand, the operating or "residual" pressure at all water service connections shall be at least 30 pounds per square inch.

b. At average maximum day demand plus fire flow, the operating or "residual" pressure in the area of the fire shall not be less than 20 pounds per square inch.

Two points of service for the water distribution system for this subdivision or any phase of this subdivision are also required. All water lines shall be placed within the asphalt section of public-right-of-ways as per the City's Design and Procedures Manual, unless otherwise approved by the Department of Utilities.

57. Meet all County Sanitation District requirements.

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DRAINAGE CONDITIONS

58. The proposed development is located within the Reclamation District 1000 (RD 1000). Obtain approval from RD 1000 and pay necessary fees.
59. Per Sacramento City Code, section 40.07.710, "no final map shall be certified [by the Director of Public Works] until the required improvements have been installed or agreed to be installed in accordance with Chapter 40.12 (Subdivision Improvements)."
60. Paragraphs (a), (b), (c), (d), (f), (n) and (q) of Section 40.12.1211 of the City Code shall be required for this development. Off-site water and drainage main extensions may be required.
61. Properly abandon under permit, from the City and County Environmental Health Division, any well or septic system located on the property prior to recordation of the final map.
62. A grading plan showing existing and proposed elevations is required. Adjacent off-site topography shall also be shown to the extent necessary to determine impacts to existing surface drainage paths. No grading shall occur until the grading plan has been reviewed and approved by the Department of Utilities.
63. This project is 331 +/- acres, therefore the project is required to comply with the State "NPDES General Permit for Stormwater Discharges Associated with Construction Activity" (State Permit). To comply with the State Permit, the applicant will need to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB) and prepare a Stormwater Pollution Prevention Plan (SWPPP) prior to construction. A copy of the State Permit and NOI may be obtained from the Department of Utilities by calling 264-1400.
64. The applicant must comply with the City of Sacramento's Grading, Erosion and Sediment Control Ordinance. This ordinance requires the applicant to show erosion and sediment control methods on the subdivision improvement plans. These plans shall also show the methods to control urban runoff pollution from the project site during construction.

Notice of Decision & Findings of Fact
P98-112: Westborough PUD

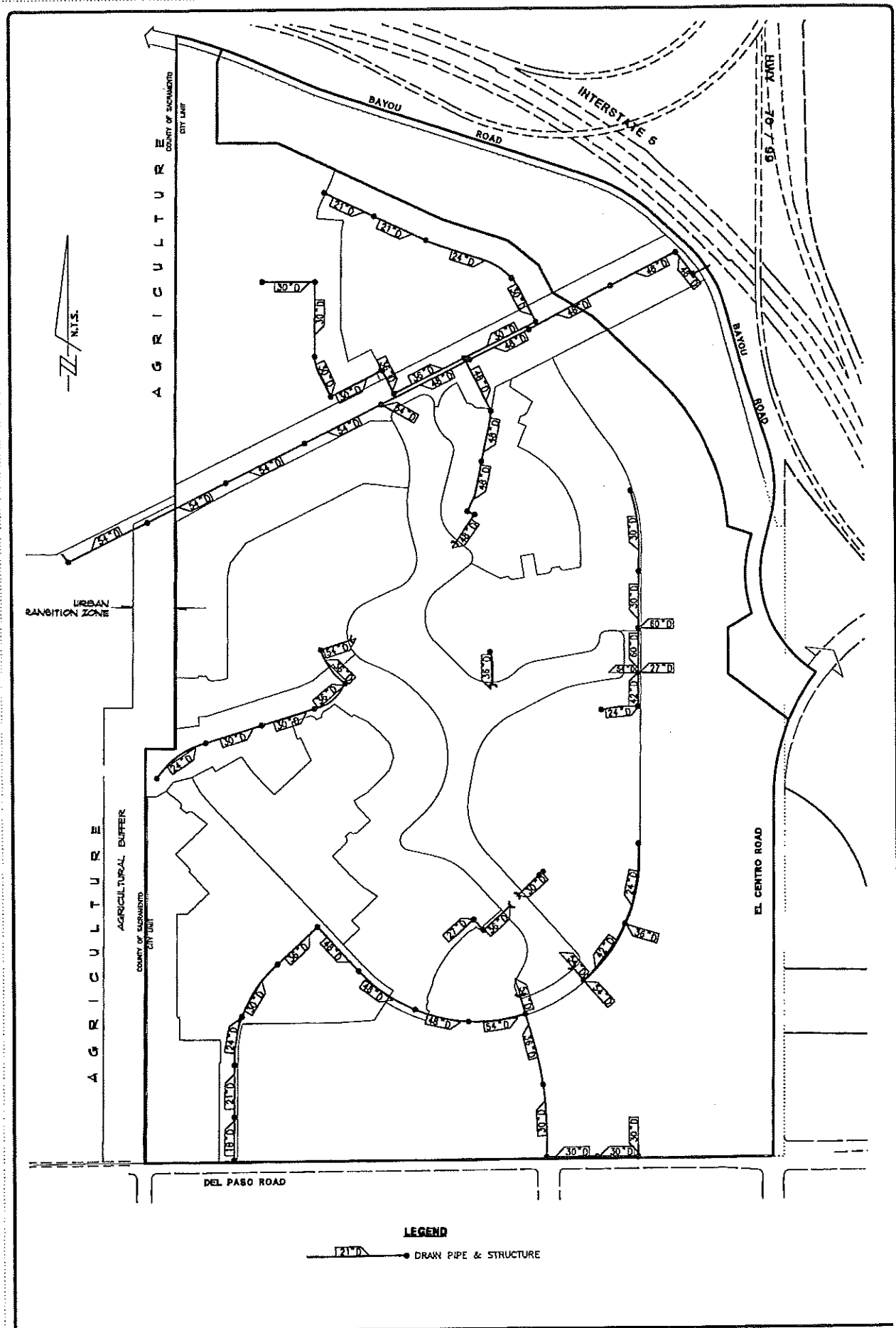
62

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 99-616
DATE ADOPTED: OCT 26 1999

EXHIBIT C

PHASING PLAN



LEGEND

21" 10' 0" DRAIN PIPE & STRUCTURE

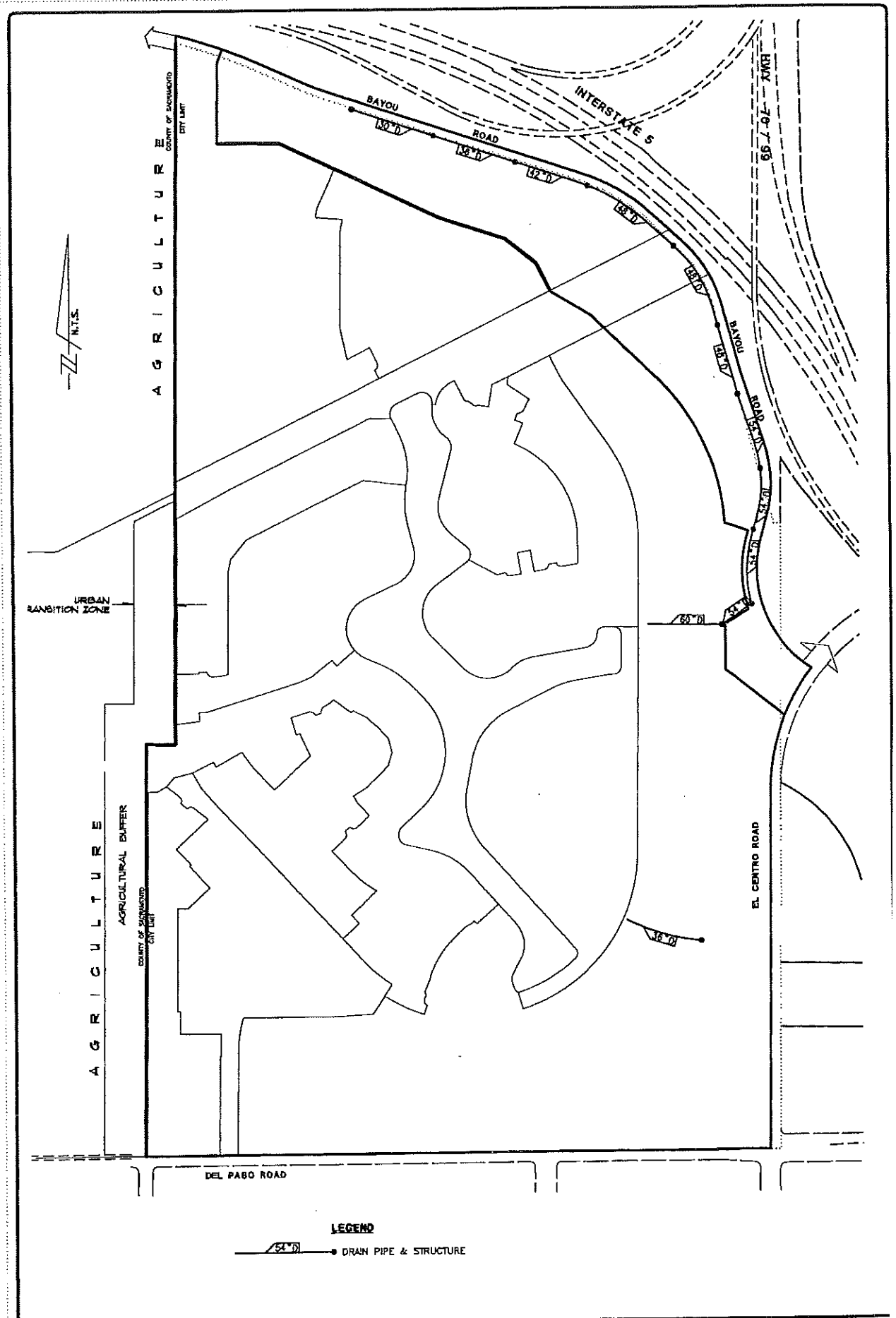
DATE	DESCRIPTION
04/24/00	PHASE 1 COMMON FACILITIES
04/24/00	PHASE 1 COMMON FACILITIES
04/24/00	PHASE 1 COMMON FACILITIES

04/24/00	PHASE 1 COMMON FACILITIES
04/24/00	PHASE 1 COMMON FACILITIES
04/24/00	PHASE 1 COMMON FACILITIES
04/24/00	PHASE 1 COMMON FACILITIES

**DETENTION BASIN SUB-AREA 8A
PHASE 1
COMMON FACILITIES**

The Splink Corporation
2550 VENTURE DRIVE WEST
SACRAMENTO, CA 95833-3258
(916) 925-3550 OFC
(916) 921-9274 FAX

FIGURE NO
C1



DATE	DESCRIPTION
04/24/00	ISSUED FOR BIDDING
04/24/00	ISSUED FOR BIDDING
04/24/00	ISSUED FOR BIDDING

PROJECT NO.	51230075
PROJECT NAME	DETENTION BASIN SUB-AREA 8A
PROJECT LOCATION	SACRAMENTO, CA

DETENTION BASIN SUB-AREA 8A PHASE 2 COMMON FACILITIES

The Splink Corporation
2580 VENTURE DRIVE WAY
SACRAMENTO, CA 95833-3288
(916) 825-3550 OTC
(916) 821-9274 FAX

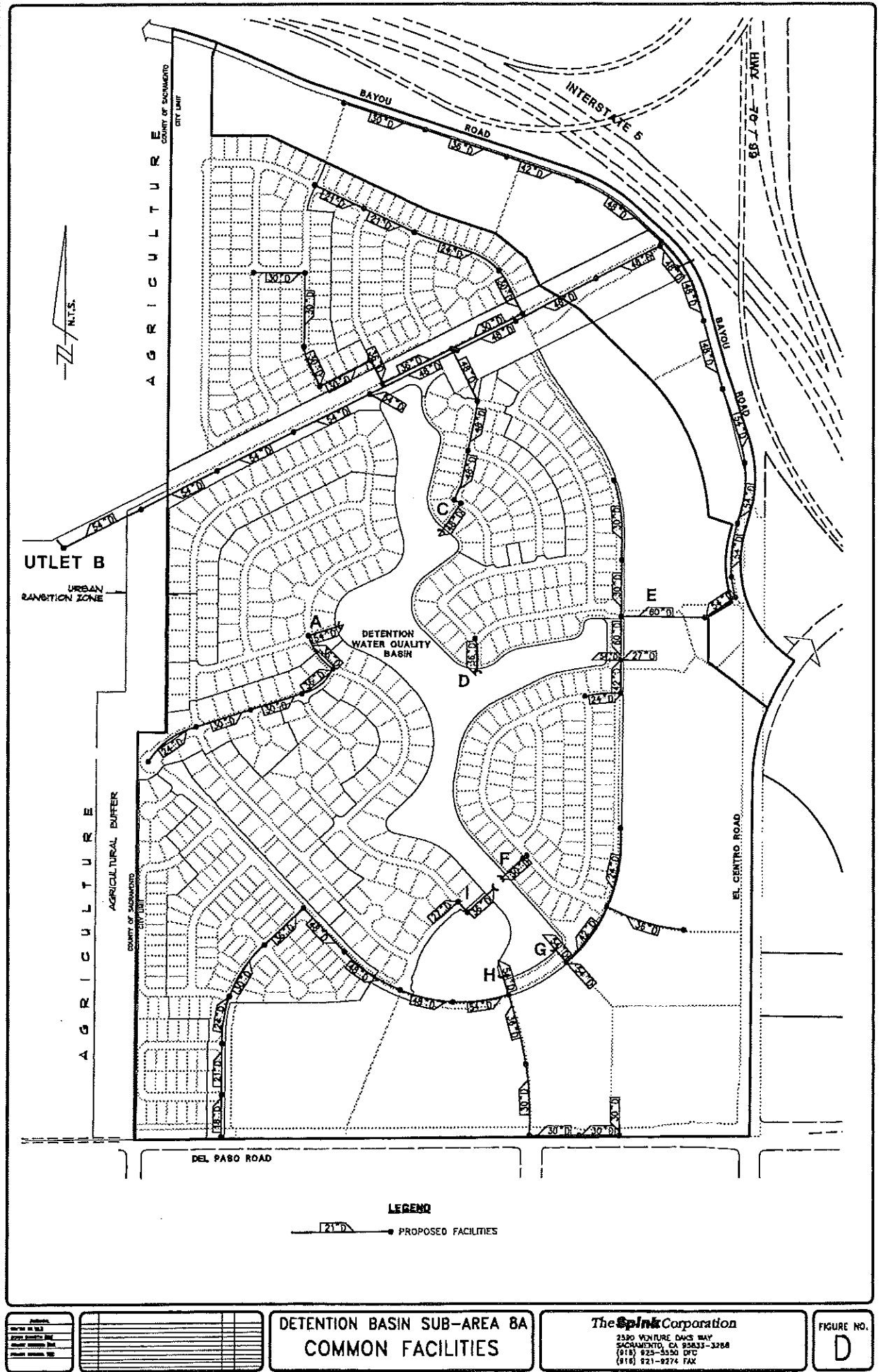
FIGURE NO
C2

EXHIBIT D

LOCATION MAP--DRAINAGE FACILITIES

The following notes are expressly agreed to be part of this Agreement for all purposes:

1. This Exhibit describes the common facilities as now constituted. Exact pipe sizes and locations could change, and Landowner bears all risks associated with any such changes.
2. No final subdivision map for "Phase II" for Westborough Villages 1, 2, 3, 4 & 5, or any of them, may be submitted for approval or approved before approval of the final subdivision map or maps for all of the Phase I Subdivision Map area for Westborough Village, except with the express prior written approval of the City of Sacramento Department of Public Utilities. See attached map of subdivision phase.



DETENTION
BASIN

WESTBOROUGH
VILLAGE 6

FUTURE
REC.
CENTER

WESTBOROUGH
VILLAGE 2
PHASE 1

WESTBOROUGH
VILLAGE 2
PHASE 2

WESTBOROUGH
VILLAGE 1
PHASE 1

WESTBOROUGH
VILLAGE 2
PHASE 2

DETENTION BASIN SUB-AREA 8A SUBDIVISION PHASES FOR WESTBOROUGH VILLAGES

LOT 40
MAYNARD CENTRAL
SUBDIVISION
18 BLK. 3

LOT 41
MAYNARD CENTRAL
SUBDIVISION
18 BLK. 3

LOT 42
MAYNARD CENTRAL
SUBDIVISION
18 BLK. 3

LOT 43
MAYNARD CENTRAL
SUBDIVISION
18 BLK. 3

EXHIBIT E

LANDOWNER'S CONSTRUCTION CONTRACT LANGUAGE

Contractor agrees and covenants to, and shall fully indemnify, defend and hold harmless City and its elective and appointive boards, commissions, officers, employees and agents, from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside counsel or the City Attorney), causes of action, claims, or judgments (collectively, "Claims") arising by reason of any death, bodily injury, personal injury, property damage or violation of any law or regulation to the extent arising from any actions or omissions in connection with the design, construction, operation, maintenance or repair of that portion of the Drainage Facilities designed or constructed by Contractor, by any of the following: Contractor, any of Contractor's engineers, subcontractors, or any other person or entity employed by or acting on behalf of or as the authorized agent for Contractor, or any of Contractor's engineers or subcontractors.

EXHIBIT F

ENGINEER'S COST ESTIMATE

EXHIBIT F
ENGINEER'S COST ESTIMATE
NORTH NATOMAS BASIN 8A

DATE: 2/23/00
 BY: TRC

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
I	DETENTION/WQ BASIN				
A	PHASE I DETENTION GRADING				
1	Clearing and Grubbing	19	AC	50.00	950.00
2	Basin Excavation	442,900	CY	2.00	885,800.00
3	Clay Liner Excavation	17,900	CY	2.00	35,800.00
4	Clay Liner Stockpile	31,300	CY	2.20	68,860.00
	TOTAL PHASE 1 DETENTION GRADING				\$ 991,410.00
B	PHASE II DETENTION GRADING				
1	Basin Excavation	21,000	CY	3.50	73,500.00
2	Clay Liner Placement	31,300	CY	4.00	125,200.00
3	Dewatering	1	JOB	125,000.00	125,000.00
4	Basin Headwall	9,400	LF	50.00	470,000.00
5	Boat Ramp	1	JOB	20,000.00	20,000.00
6	Erosion Control	188,000	SF	0.05	9,400.00
7	Basin Well	1	JOB	100,000.00	100,000.00
8	Detention Basin Planting/Fish	1	JOB	30,000.00	30,000.00
9	Rock Blanket at Headwall	65,800	SF	2.00	131,600.00
	TOTAL PHASE II DETENTION GRADING				\$ 1,084,700.00
	SUBTOTAL DETENTION/WQ BASIN				\$ 2,076,110.00
	Contingencies @ 20%				\$ 415,222.00
	Engineering, Constr. Mgmt., Inspection, Testing, Constr. Staking @ 25%				\$ 519,027.50
	Habitat Conservation Plan	19	AC	2,656.00	\$ 50,464.00
	Land Cost	19	AC	75,000.00	\$ 1,425,000.00
	TOTAL DETENTION/WQ BASIN				\$ 4,485,823.50

**EXHIBIT F
ENGINEER'S COST ESTIMATE
NORTH NATOMAS BASIN 8A**

DATE: 2/23/00

BY: TRC

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
II	COMMON DRAINAGE OUTFALLS PHASE 1				
A	OUTFALL A				
1	Drain Pipe 24"	286	LF	104.00	29,744.00
2	Drain Pipe 30"	556	LF	130.00	72,280.00
3	Drain Pipe 36"	408	LF	156.00	63,648.00
4	Drain Pipe 54" HDPE	180	LF	270.00	48,600.00
5	MH No. 3	3	EA	4,000.00	12,000.00
6	Saddle MH	2	EA	5,000.00	10,000.00
7	Junction Box w/ Canal Gate	1	EA	30,000.00	30,000.00
8	Cutoff Walls	2	EA	4,500.00	9,000.00
	SUBTOTAL OUTFALL A				275,272.00
B	DETENTION BASIN OUTLET B				
1	Clearing & Grubbing	1	JOB	5,000.00	5,000.00
2	Outlet Weir Structure	1	JOB	50,000.00	50,000.00
3	4'x4' RCP	150	LF	300.00	45,000.00
4	Drain Pipe 54"	1,700	LF	234.00	397,800.00
5	Saddle MH	6	EA	5,000.00	30,000.00
6	Junction Box	1	EA	15,000.00	15,000.00
7	Outlet Headwall NMWC	1	EA	15,000.00	15,000.00
8	Rock Slope Protection	1	JOB	5,000.00	5,000.00
9	54" Flap Gate	1	EA	8,000.00	8,000.00
10	Excavation	6,500	CY	3.50	22,750.00
11	NMWC Siphon	1	JOB	15,000.00	15,000.00
12	Dewatering	1	JOB	15,000.00	15,000.00
13	Erosion Control	4,000	SF	0.50	2,000.00
	SUBTOTAL DETENTION BASIN OUTLET B				\$ 625,550.00
B	OFFSITE AGRICULTURE AREA OUTFALL B				
1	Clearing & Grubbing	1	JOB	5,000.00	5,000.00
2	Drain Pipe 48"	1,800	LF	208.00	374,400.00
3	Saddle MH	6	EA	5,000.00	30,000.00
4	Siphon	3	EA	15,000.00	45,000.00
	OFFSITE AGRICULTURE AREA OUTFALL B				\$ 454,400.00

**EXHIBIT F
ENGINEER'S COST ESTIMATE
NORTH NATOMAS BASIN 8A**

**DATE: 2/23/00
BY: TRC**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	SUBTOTAL OUTFALL B				\$ 1,079,950.00
C	OUTFALL C				
1	MH No. 3	6	EA	4,000.00	24,000.00
2	Saddle MH	8	EA	5,000.00	40,000.00
3	Junction Box w/ Canal Gate	1	EA	30,000.00	30,000.00
4	Cutoff Walls	2	EA	4,500.00	9,000.00
5	Drain Pipe 48" HDPE	180	LF	240.00	43,200.00
6	Drain Pipe 48"	829	LF	208.00	172,432.00
7	Drain Pipe 42"	517	LF	182.00	94,094.00
8	Drain Pipe 36"	855	LF	156.00	133,380.00
9	Drain Pipe 30"	837	LF	130.00	108,810.00
10	Drain Pipe 21"	725	LF	91.00	65,975.00
11	Drain Pipe 15"	277	LF	65.00	18,005.00
	SUBTOTAL OUTFALL C				738,896.00
D	OUTFALL D				
1	Drain Pipe 36" HDPE	180	LF	180.00	32,400.00
2	Junction Box w/ Canal Gate	1	EA	22,000.00	22,000.00
3	Cutoff Walls	2	EA	4,500.00	9,000.00
	SUBTOTAL OUTFALL D				63,400.00
E	OUTFALL E				
	PHASE 1				
1	Drain Pipe 66" HDPE	110	LF	330.00	36,300.00
2	Drain Pipe 54"	50		234.00	11,700.00
3	Drain Pipe 42"	175	LF	182.00	31,850.00
4	Drain Pipe 36"	202	LF	156.00	31,512.00
5	Drain Pipe 30"	720	LF	130.00	93,600.00
6	Drain Pipe 24"	161	LF	104.00	16,744.00
7	Junction Box w/Slide Gate	1	EA	30,000.00	30,000.00
8	Saddle MH	2	EA	5,000.00	10,000.00
9	MH	3	EA	4,000.00	12,000.00
10	Cut Off Wall	2	EA	4,500.00	9,000.00
	SUBTOTAL OUTFALL E PHASE 1				282,706.00
F	OUTFALL F				

EXHIBIT F
ENGINEER'S COST ESTIMATE
NORTH NATOMAS BASIN 8A

DATE: 2/23/00
 BY: TRC

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Drain Pipe 30" HDPE	170	LF	150.00	25,500.00
2	Junction Box w/ Canal Gate	1	EA	23,000.00	23,000.00
3	Cutoff Walls	2	EA	4,500.00	9,000.00
	SUBTOTAL OUTFALL F				57,500.00
G	OUTFALL G				
1	Drain Pipe 60" HDPE	110	LF	310.00	34,100.00
2	Drain Pipe 54"	306		234.00	71,604.00
3	Drain Pipe 42"	334	LF	182.00	60,788.00
4	Drain Pipe 36"	400	LF	156.00	62,400.00
5	Drain Pipe 24"	399	LF	104.00	41,496.00
6	Junction Box w/Slide Gate	1	EA	30,000.00	30,000.00
7	Saddle MH	3	EA	5,000.00	15,000.00
8	MH	2	EA	4,000.00	8,000.00
9	Cut Off Wall	2	EA	4,500.00	9,000.00
	SUBTOTAL OUTFALL G				332,388.00
	OUTFALL H				
	Drain Pipe 48" HDPE	130	LF	240.00	31,200.00
	Drain Pipe 48"	1237	LF	208.00	257,296.00
	Drain Pipe 36"	266	LF	156.00	41,496.00
	Drain Pipe 30"	1003	LF	130.00	130,390.00
	Drain Pipe 24"	235	LF	104.00	24,440.00
	Drain Pipe 21"	251	LF	91.00	22,841.00
	Drain Pipe 18"	201	LF	78.00	15,678.00
	Junction Box w/Slide Gate	2	EA	30,000.00	60,000.00
	Saddle MH	5	EA	5,000.00	25,000.00
17	MH	6	EA	4,000.00	24,000.00
18	Cut Off Wall	2	EA	4,500.00	9,000.00
	SUBTOTAL OUTFALL H				641,341.00
	OUTFALL I				
1	Drain Pipe 36" HDPE	150	LF	180.00	27,000.00
2	Drain Pipe 30"	60	LF	130.00	7,800.00
3	Junction Box w/ Canal Gate	1	EA	22,000.00	22,000.00
4	Cutoff Walls	2	EA	4,500.00	9,000.00
	SUBTOTAL OUTFALL I				65,800.00

EXHIBIT F
ENGINEER'S COST ESTIMATE
NORTH NATOMAS BASIN 8A

DATE: 2/23/00
 BY: TRC

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	SUBTOTAL COMMON DRAINAGE OUTFALLS PHASE 1				3,537,253.00
	Contingencies @ 20%				\$ 707,450.60
	Engineering, Constr. Mgmt., Inspection, Testing, Constr. Staking @ 25%				\$ 884,313.25
	TOTAL COMMON DRAINAGE OUTFALLS PHASE 1				\$ 5,129,016.85
II	COMMON DRAINAGE OUTFALLS PHASE 2				
A	OUTFALL E PHASE 2				
	Drain Pipe 30"	400	LF	130.00	52,000.00
	Drain Pipe 36"	398	LF	156.00	62,088.00
	Drain Pipe 42"	407	LF	182.00	74,074.00
	Drain Pipe 48"	1344	LF	208.00	279,552.00
	Drain Pipe 54"	1878	LF	234.00	439,452.00
5	MH No. 3	1	EA	4,000.00	4,000.00
6	Saddle MH	13	EA	5,000.00	65,000.00
	SUBTOTAL OUTFALL E PHASE 2				976,166.00
	Contingencies @ 20%				\$ 195,233.20
	Engineering, Constr. Mgmt., Inspection, Testing, Constr. Staking @ 25%				\$ 244,041.50
	TOTAL COMMON DRAINAGE OUTFALLS PHASE 2				\$ 1,415,440.70
	TOTAL BASIN 8A				\$11,030,281.05

EXHIBIT G

REIMBURSEMENT PROVISIONS

1. **Reimbursement Amount.** Upon full completion of the Drainage Facilities, and upon City acceptance of the Drainage Facilities, Landowner shall be entitled to reimbursement for a portion of the actual Drainage Facilities costs incurred by Landowner for construction of the Drainage Facilities (the "Reimbursement Amount"). An estimate of the Drainage Facilities costs is set forth in the Phasing Plan (Exhibit C). The Reimbursement Amount shall be determined upon City review and approval of the actual Drainage Facilities costs incurred by Landowner. Landowner shall provide copies of all contracts, change orders and invoices for the costs of the work and such other documentation as may be requested by City to verify the total Drainage Facilities Costs incurred by Landowner. In making its determinations regarding the Reimbursable Amount, City shall take into consideration any and all actual costs incurred by Landowner pursuant to this Agreement relating to designing, engineering and the construction of the Drainage Facilities, which costs include, but are not limited to, all engineering, architectural, other professional fees, cost of construction and supervision, obtaining of materials and labor, a four percent (4.00%) construction management fee, city and other public fees and costs associated with the acquisition of easements and/or real property (including, without limitation, Landowner-paid back taxes, assessments, and property related fees or charges) necessary with regard to the completion of the matters set forth in this Agreement, and any funds advanced or otherwise paid by Landowner pursuant to Section 3.B. of this Agreement.

In accordance with Section 84.02.210 of the Sacramento City Code, the Reimbursement Amount, as reduced from time to time by reimbursements paid, shall be subject to adjustments for inflation calculated consistent with the provisions of Section 84.02.211 of the Sacramento City Code, but shall not otherwise accrue interest. The portion of the total Drainage Facilities Costs as to which Landowner shall be entitled to reimbursement shall be as specified in the Phasing Plan (Exhibit C), which specifies the proportionate cost shares of the various landowners within the basin.

2. **Sources for Reimbursement.** Nothing in this Agreement shall be construed to create an obligation of, or be attributable to, City's general or special funds, or any other funds in the hands of City or its accounts now and in the future, except as otherwise expressly provided herein. City's obligation hereunder to provide reimbursement is limited to the following alternative sources of funds, to the extent funds are available therefrom and not otherwise committed for reimbursement by the City to others:

a. Drainage Fees that are paid to the City by other landowners within Basin 8A pursuant to the Fee Ordinances for North Natomas, shall be maintained by the City in a separate account (the "Drainage Fee Account") and shall not be commingled with any other development or impact fees collected with respect to North Natomas, including without limitation, any transit fees. City shall impose a Drainage Fee upon any landowner within the basin who is obligated to provide reimbursement in accordance with the provisions of the Phasing Plan, which fee shall be payable upon such landowner's first recordation of a master parcel map, parcel map

or subdivision map, or issuance to such landowner of a special permit, whichever first occurs.

Landowner acknowledges that a portion of such Fees, up to, but not in excess of **Three Percent (3%)** of the Fee, will be retained by the City to defer the City's cost of administration of this Agreement.

b. Funds generated through public financing mechanisms consistent with the North Natomas Finance Plan and created and implemented by City in its sole and exclusive discretion, which includes funds for the acquisition of the Drainage Facilities and/or the payment of reimbursement to Landowner for financing some or all of the Drainage Facilities costs pursuant to this Agreement. Nothing in this subsection shall affect the status of Landowner's right, if any, to protest or otherwise challenge such public financing mechanisms, in whole or in part, or any previous waiver of such rights.

Nothing in this Agreement shall be construed in such a manner as to allow Landowner to be reimbursed from more than one source; for example, should Landowner be reimbursed by virtue of fee credits and/or reimbursements from Fees generated through the North Natomas Finance Plan, Landowner shall not be entitled to reimbursement from funds generated through a Mello-Ross District or other similar mechanism.

3. **Timing of Reimbursement.** Upon full completion of the Drainage Facilities and acceptance thereof by the City, the City will pay Landowner the amount then available in the Drainage Fee Account for reimbursement up to, but not in excess of, the approved and properly proportioned Reimbursement Amount for the Drainage Facilities. Thereafter, on a quarterly basis, commencing on the first of the calendar month following completion of the Drainage Facilities and continuing on the first of each month thereafter until the Reimbursement Amount is reduced to zero, the City will pay Landowner the amount then available for reimbursement in the Facilities Account, up to the then outstanding Reimbursement Amount.

4. **Agreements with Other Landowners.** To protect such reimbursement to Landowner, City agrees that any and all other credit/reimbursement agreements involving reimbursements from the Drainage Fee will include the following terms:

(i) The reimbursement amount under the other agreements shall be based on the actual costs incurred for the improvements, as reviewed and approved by the City, and the contracts for such work shall be awarded based on a competitive bid as required for comparable City Drainage Facilities.

5. **Allocation of Reimbursements.** If and to the extent Landowner assigns its right to reimbursements under this Agreement, City's reimbursement to Landowner shall nevertheless be made directly to Landowner unless and until City is notified in writing by Landowner and an assignee that payment should be made otherwise.

6. **Special provisions.** Because each North Natomas drainage basin area is unique, it is necessary to include certain special provisions. If no special provisions are needed, none will be added to this section.

EXHIBIT H

WESTBOROUGH
LAKE MANAGEMENT PLAN

PERRY LAKE MANAGEMENT

APPLIED ECOLOGY

WESTBOROUGH LAKE MANAGEMENT PLAN

Prepared for:

Lennar Communities
2240 Douglas Boulevard, Suite 200
Roseville, CA 95661

Prepared By:

Stuart Perry
Perry Lake Management
PO Box 4122
Stockton, CA 95204

and

Mark D. Sytsma, Ph.D.
Applied Ecology
POB 2421
Tualatin, OR 97062

February 2000

v.2.05

WESTBOROUGH LAKE MANAGEMENT PLAN

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Tualatin, OR 97062

February 2000

v.2.05

SUMMARY

The centerpiece of the Westborough development is an approximately 19-acre lake that will provide aesthetic and limited recreational uses for residents. The lake will also serve as a drainage detention basin for flood control and water quality enhancement for the Westborough development and land to the North of the development within the same drainage. The lake will be part of a comprehensive set of best management practices developed to manage stormwater runoff from the development. The lake will be operated as a vegetated wet pond. Rooted aquatic plants will sequester pollutants in runoff and enhance the function of the lake as a sedimentation basin. Water level during the summer will be maintained by input of well water.

If high nutrient concentrations are present the well water, excessive algae growth may occur, particularly before aquatic vegetation is well established. Excessive algae growth may create nuisance conditions in the summer that require management to meet use and water quality objectives. Excessive algae can be managed using appropriate dose and formulation of algaecides following City approval. Aquatic plant harvesting will be conducted regularly to remove sequestered pollutants.

Monitoring will be an integral part of the management plan for the lake. Regular monitoring will document the efficacy of the management plan and allow for informed decisions about future management options. Monitoring will include quarterly measurement of lake level, water transparency, temperature and dissolved oxygen, pH, nutrients, chlorophyll, water column metals, and coliform bacteria. Metals in plants will be measured prior to each harvest. Metals in sediments will be measured once per year. Quarterly and annual reports on the monitoring results will be produced.

A public education program is recommended to provide information to residents on best management practices, to prevent aquatic weed infestation and development of a resident waterfowl

community, and to explain the management objectives and operation of the wet pond for stormwater treatment.

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Westborough Lake Management Plan

This report provides a description of the expected condition and required management activities for the lake at the Westborough development. Management objectives for the lake and a management strategy for meeting those objectives are provided. The Plan will be implemented by a qualified lake management firm under contract with the homeowners association.

INTRODUCTION

Lakes are valuable amenities that provide recreational, aesthetic, and wildlife habitat benefits to residential communities. Lakes contain their own biological communities, however, that change in response to seasons and physical and chemical characteristics of the water. The chemical and physical characteristics of the water are, in turn, determined by the soils, activities, and land use in the watershed of the lake. Runoff from residential watersheds can enter lakes through storm drains. Urban runoff contains numerous constituents that can influence the biological communities in lakes that receive the runoff.

Productivity, or the amount of biological activity in lakes, is determined by a combination of hydrologic, chemical, and biological factors. Often, lake productivity is determined by the amount of nutrients entering the lake. The importance of nutrient loading of lakes in determining lake status is reflected in the way lakes are typically classified – by trophic state. Trophic state refers to the level of primary production (plant growth) in a lake. Lakes with abundant of algae and aquatic plants are termed eutrophic (well-fed), lakes with little plant growth are termed oligotrophic (poorly-fed), lakes somewhere in between are termed mesotrophic (medium-fed). Urban runoff can contribute nutrients to lakes that stimulate productivity. The increase in lake productivity caused by human activity in the watershed is termed cultural eutrophication. Cultural eutrophication can lead to nuisance conditions, including excessive algae and aquatic plant growth.

Trophic state can be determined by examining several lake characteristics that are correlated with productivity (Table 1). Trophic state indices based transparency, total phosphorus concentration, and chlorophyll *a* concentration (Carlson 1977) are also commonly used to classify lake trophic state. According to Carlson's indices, a TSI less than 40 indicates an oligotrophic state, a TSI between 45 and 50 indicates mesotrophy, and a TSI greater than 53 indicates eutrophy.

Table 1. Qualitative characteristics of oligotrophic and eutrophic lakes (adapted from Welch 1980).

Characteristic	Trophic State	
	<i>Oligotrophic</i>	<i>Eutrophic</i>
Depth	Deep	Shallow
Hypolimnion:epilimnion	>1	<1
Primary production	Low	High
Rooted macrophytes	Few	Abundant
Phytoplankton density	Low	High
Number of phytoplankton species	Few	Many
Frequency of phytoplankton blooms	Rare	Common
Hypolimnion dissolved oxygen depletion	No	Yes
Nutrient supply	Low	High
Fish species	Cold water, slow growth, restricted to hypolimnion	Warm water, fast growth; tolerate low oxygen in hypolimnion and high temperatures in epilimnion

Cultural eutrophication is a major determinant of lake trophic state, but it is not the sole determinant. Other factors, such as hydrology and interactions among the biota in a lake, also play a role. Hydrology influences trophic state by a flushing action. If the rate that water moves through a lake is high enough, algae are washed out of the lake faster than they can reproduce, which leads to low algae densities and oligotrophic, clear-water conditions.

The structure of the food web in a lake can also influence the amount of algae present and the trophic state of a lake. Algae are eaten by zooplankton (tiny, nearly microscopic animals). An abundance of zooplankton can keep algae densities low and the water clear. Small fish eat zooplankton, however, and when small fish are abundant zooplankton densities are low, algae densities high, and the water turbid – a eutrophic condition. Another link in the food chain can be added – large fish that eat small fish – which results in few small fish, abundant zooplankton, few algae and clear water.

Clear-water conditions can also occur in lakes with high nutrient loading if abundant macrophytes are present. Macrophytes compete with algae for light and nutrients in the water column, and there is evidence that shallow, high-nutrient lakes can exist in two states: a turbid, algae dominated state; and a clear-water, macrophyte dominated state. Altering the structure of the food web or changing the relative abundance of macrophytes and algae, a technique termed biomanipulation, can therefore cause changes in the water quality of a lake and has been used successfully to reduce algae densities and enhance water quality in eutrophic lakes.

THE WESTBOROUGH PROJECT

The Westborough Project is a 331-acre mixed-use development located in the North Natomas area of Sacramento, California. The Project will include 1255 residential lots, neighborhood commercial, and light industrial development. An elementary school, community park, and private recreational center are also planned. Westborough will be located to the northwest of the intersection of El Centro and Del Paso Roads and to the southwest of the I-5/Highway 99 intersection (Figure 1). The topography of the area is essentially flat and is currently undeveloped agricultural land. A north/south trending drainage canal bisects the central portion of the lake area. A northeast/southwest trending drainage canal is located north of the site and is identified as a “drainage corridor” for the development. This drainage system receives surface water from an

approximately 417-acre area north of the site to Elkhorn Boulevard (Wallace Kuhl and Assoc, 1999).

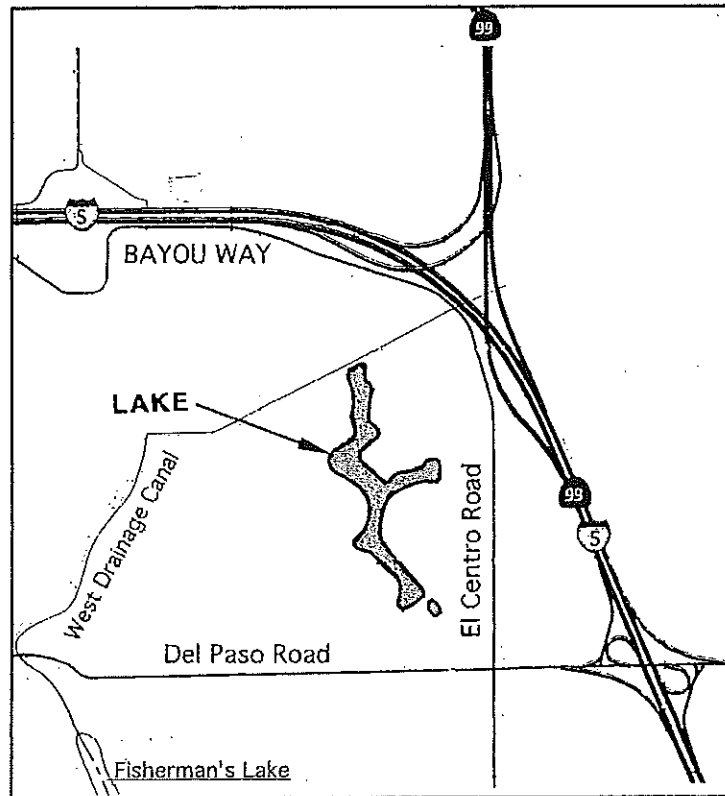


Figure 1. Vicinity map for Westborough lake.

Design

The lake at Westborough is designed as an amenity for the residents and to provide flood control and water quality enhancement of surface water runoff from the development and surrounding areas (Figure 2). The lake is designed as a wet basin, and will contain water year-round. The approximately 19-acre lake basin will be surrounded by a perimeter headwall that is 26 inches above the expected winter water surface elevation and 17 inches above the expected summer water elevation. For public safety, typical grading will include a perimeter shelf approximately four feet wide and one to two feet deep, depending upon the season. The lakebed will slope from the perimeter shelf to a maximum depth of 14 feet at a 4:1 or flatter slope (Wallace Kuhl and Assoc. 1999). The lake bottom will be sealed with a 12-inch thick clay layer.

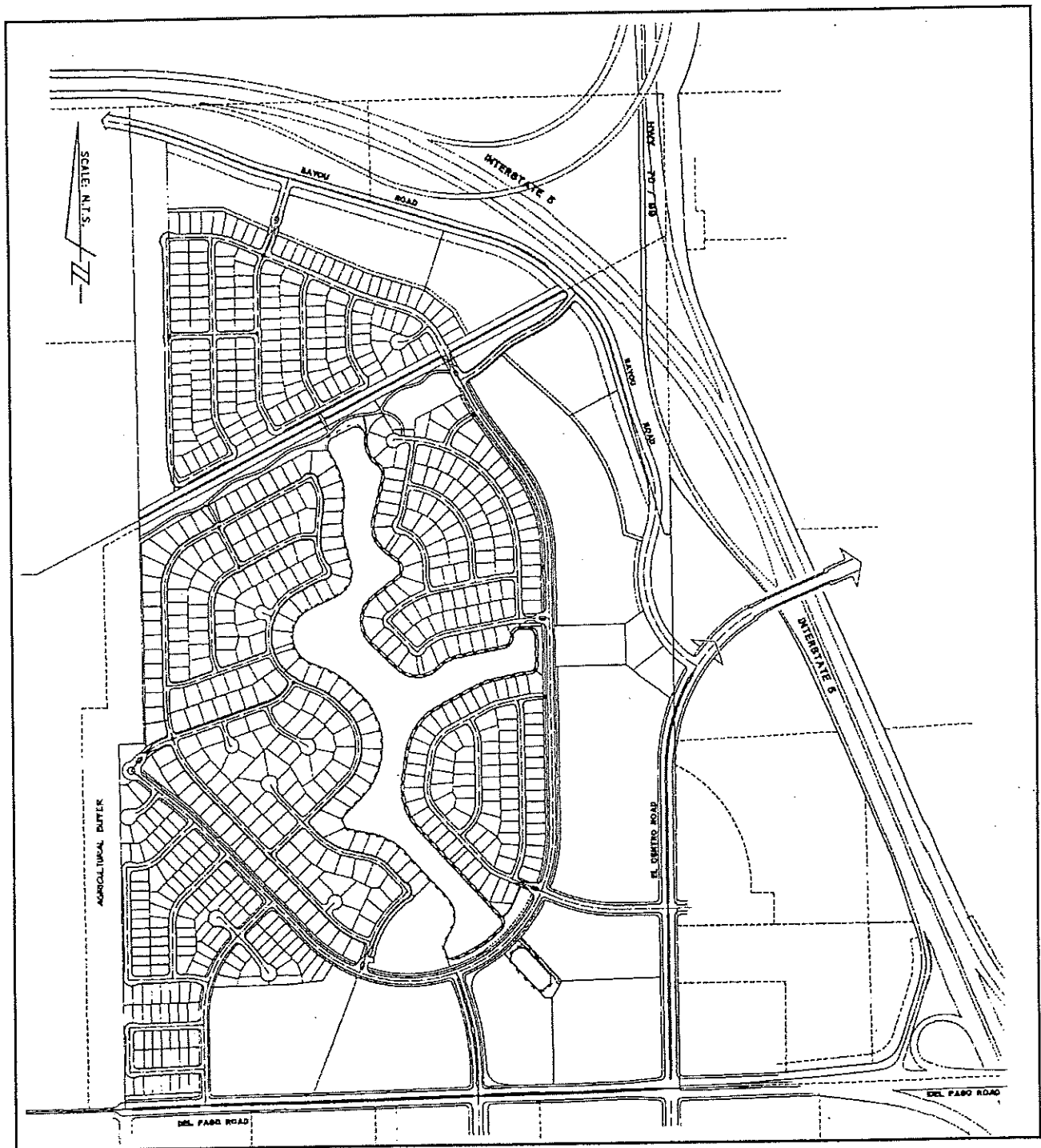


Figure 2. Map of Westborough development.

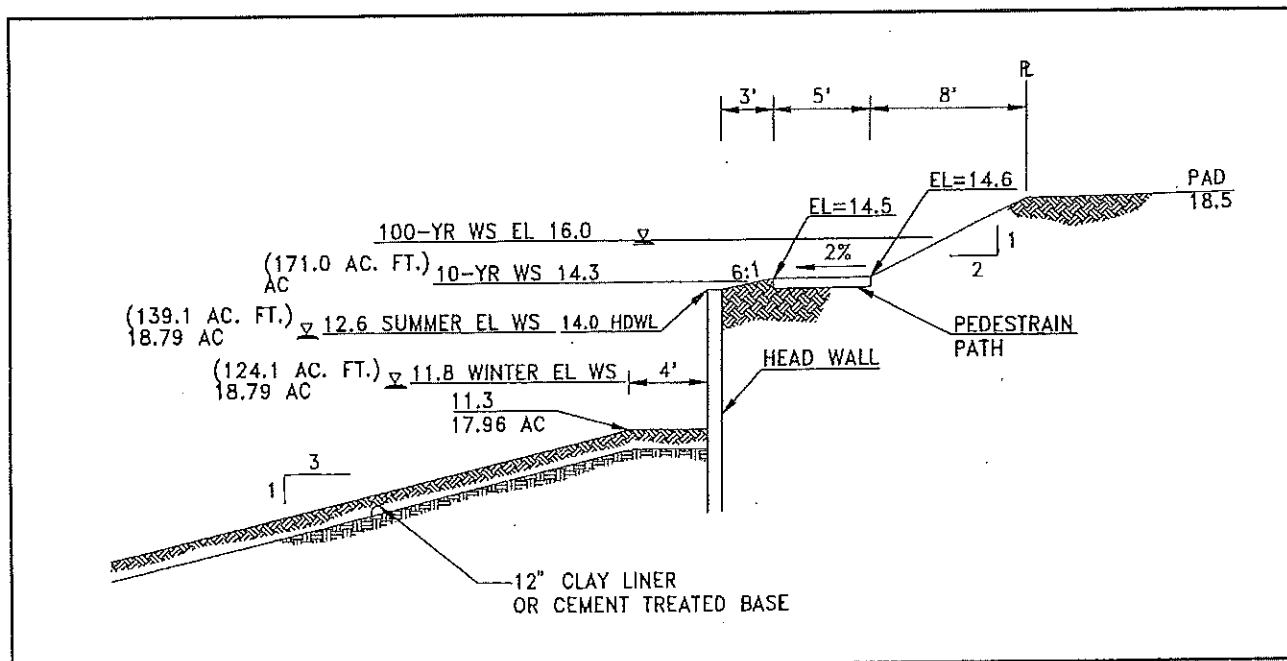


Figure 3. Detail of lake perimeter wall elevations (from Spinks Corp. drawing).

Lake water level will fluctuate with the seasons to permit damping of the winter runoff hydrograph and extend the detention time of water in winter. The summer surface water elevation will be 12.6 feet, and the winter elevation 11.8 feet, above mean sea level. Under typical conditions, the lake depth will vary from 11.8 (winter, no-flow condition) to 12.6 feet (summer). The lake volume in the summer and winter will be approximately 139 and 124 acre-feet, respectively. At maximum storage capacity, 16.0 feet above mean sea level (100-year), the accumulated lake volume will be approximately 175 acre-feet. Thus, the accumulated volume of the lake between the winter operating pool and the maximum pool is approximately 51 acre-feet. The lake will be filled, and summer water level (12.6 feet above MSL) maintained, with water drawn from a well located at the south end of the lake.

The surface water drainage system for the Westborough development will direct runoff into the lake at up to eight major inlets. The inlets will be located in the arms of the lake, between lots, and adjacent to the road, which will assist in circulation during the runoff period. The distance

between the nearest stormwater inlet and the outlet of the lake is greater than 700 feet, which will limit “short-circuiting” of flow between the inlets and outlet and maximize pollutant removal efficiency. Outflow from the lake will discharge to the West Drainage Canal at a point west of the Plant 3 pumpstation. The West Drainage Canal flows into Fisherman Lake and then into the Sacramento River just upstream of its confluence with the American River via the RD 1000 pumpstations 3, 1A and 1B.

Functioning of the lake for pollutant removal requires provision of adequate water detention time and proper design. During winter, the lake will provide stormwater management and pollutant removal. Hydrologic flow estimates indicate that the maximum estimated storage volume of is sufficient to retain a 10-year, 12-hour storm event. A more typical event would result in an estimated runoff volume near the winter storage volume.

The lake will be one component in a package of best management practices (BMPs) for water quality at the Westborough development. The lake will be managed as a vegetated, wet-pond system for treatment of urban runoff. Vegetated wet ponds are an effective water quality BMP. If properly maintained, vegetated wet ponds can achieve high removal rates for sediment, biological oxygen demand (BOD), organic nutrients, and trace metals. Biological processes within the pond also remove soluble nutrients, such as nitrates, ammonia, and orthophosphorus, which contribute to nutrient enrichment and eutrophication. Wet ponds are most cost-effective in large, intensively developed sites (Schuler 1987) like the Westborough development. Other BMPs that will contribute to water quality enhancement at Westborough include use of landscape plants and maintenance that minimize water and fertilizer use; a public education program to raise awareness of how actions by individuals can contribute to water quality improvement or degradation; and applicable implementation of the City’s comprehensive stormwater management plan.

Wet ponds can remove pollutants effectively over long periods with appropriate maintenance. The primary mechanisms for pollutant removal are sedimentation and biological uptake. Sedimentation efficacy is primarily a function of detention time. Biological uptake is the

primary removal pathway for soluble nutrients that have minimal settling rates. For wet ponds with a basin volume:mean storm runoff volume ratio greater than 4.0, as expected under typical operating conditions at Westborough, estimated pollutant removal rates are greater than 80 to 90 percent for sediment, 60 to 65 percent for total phosphorus, 45 to 50 percent for total nitrogen, 40 to 45 percent for BOD, and 65 to 70 percent for many metals (U.S. EPA 1986, Sugnet and Associates 1997).

Biological uptake of soluble nutrients and sedimentation in the lake will be enhanced by establishing rooted aquatic plants, or macrophytes, in the lake. Established stands of rooted aquatic plants in lakes can efficiently “scrub” nutrients and other pollutants from inflowing water. Numerous studies have documented that shallow lakes with aquatic plants have clearer water, with lower algae abundance than shallow, unvegetated lakes. Experience with other urban lakes in the Sacramento area has shown that vegetated lakes are more efficient in removing sediments from stormwater than unvegetated lakes.

Vegetated wet ponds require periodic harvesting to maintain beneficial uses and optimal function. Excessive aquatic plant biomass often leads to diurnal fluctuations in dissolved oxygen concentration during summer when plant biomass and photosynthetic rate is highest. Plants raise dissolved oxygen concentrations during the day through photosynthesis, but consume dissolved oxygen during the night when they respire. Dissolved oxygen concentration during the early morning hours, after a night of respiration, can be quite low and lead to fish kills. In addition, surface mats of aquatic vegetation detract from the aesthetic appeal of lakes and often require management. Furthermore, as plant biomass accumulates, growth and pollutant sequestering slows because of self-shading.

Expected Lake Water Quality and Biology

The lake at Westborough is shallow and thermal stratification is not anticipated. If groundwater is undersaturated with dissolved oxygen, however, aeration may be required to meet the management objectives for the lake. Other groundwater-fed lakes in residential developments in

the Sacramento area do not require aeration prior to discharge. If the lake is highly productive some transient dissolved oxygen depletion may occur and pH may be high during summer months.

Although no well-water chemistry is available, the typically high nutrient concentrations found in Central Valley groundwater can be expected to support abundant algae populations in the lake during the summer months. Experience with other vegetated wet ponds in the Sacramento area suggests that aquatic plants should grow well in the lake, however, establishment of populations capable of reducing nutrient concentrations low enough to limit algae growth may take two to four years. It is likely that some control of algae in the water will be required to meet management objectives (see below) during the period of macrophyte establishment.

Macrophytes must be harvested periodically from vegetated wet ponds to remove nutrients sequestered in the plants and to stimulate growth and additional nutrient uptake. Some species of macrophytes, such as Eurasian watermilfoil, Brazilian elodea, and Parrot's feather, can establish high density stands that form surface mats and interfere with recreational and aesthetic uses of lakes. If these species become established, additional management will be required to maintain the lake.

Problems associated with runoff from residential lawns and streets (e.g., bacteria, grease and oils, pesticides, and sediment) will be minimized by use of the BMPs noted above.

LAKE USES AND MANAGEMENT GOALS

Development of a lake management plan for a manmade lake, such as the lake at Westborough, is a four-step process. The initial step is to identify the uses of the lake and the water quality characteristics desired. In most cases, clear water, free of surface algae mats and aquatic macrophytes (rooted aquatic plants) are primary management goals. The second step is to identify existing or potential factors that could contribute to failure to meet the management goals. The third step is to develop a plan for minimizing water quality problems by reducing or eliminating

its causes. The fourth step is to develop a strategy for dealing with the nuisance organisms that proliferate when nutrient concentrations permit.

Lake Uses

The lake at Westborough is intended to provide aesthetic, stormwater detention, water quality enhancement, and limited recreational benefits. Recreational use of the lake will be limited to non-motorized boating. No swimming or other water contact recreation will be permitted.

Management Goals

Management goals for a lake are based on the intended uses. Lake users and residents of the Westborough development will ultimately determine the desired condition and uses of the lake. All uses, however, must be consistent with, and subordinate to, the City's use of the lake as a flood control and water quality enhancement facility. If the uses identified above are adopted by the community, the following management goals will be adopted as narrative water quality standards:

- ✓ • The lake should be free of surface mats of algae and macrophytes.
- Cyanobacteria blooms that could harm pets should be avoided.
- ✓ • ~~The lake should not produce nuisance odors.~~
- ✓ • The lake will not contain concentrations of coliform bacteria associated with human wastes that exceed established water quality standards.
- ✓ • The lake shall not contain floating material such as oil and grease, trash, scums, etc. that interfere with uses.
- ✓ • Toxic materials that harm aquatic life or human health will not accumulate in the lake or be discharged from the lake.

- ✓ • Outflow from the lake will not harm aquatic life in aquatic systems downstream from the discharge.
- The lake will be managed to reduce urban runoff and stormwater runoff pollutants discharged from the outfall structure to the maximum extent practicable as determined by the City in accordance to its NPDES stormwater permit and stormwater management program.

Specific numeric lake management criteria are recommended as target values (Table 2). There is considerable uncertainty about the condition of the lake and development of the biological community after filling. It must be noted that the Westborough lake will take a number of years to reach a stable state. Processes such as final buildout, formation and consolidation of sediments, and introduction and establishment of biological communities will alter the condition of the lake and interact to influence future water quality. Monitoring will be required to assess the practicality of some of the management criteria.

Table 2. Management objectives for water quality in the lake at Westborough.

Constituent	Management Objective
Dissolved Oxygen	5 mg/L - mean monthly concentration 4 mg/L - single value
Clarity	0.5 m Secchi depth - mean monthly value
pH	6.5-9
Total Coliform Bacteria	500/1100 MPN/100 mL ¹
Dissolved Inorganic Nitrogen ²	0.15 mg/L
Un-ionized ammonia	0.02 mg/L - single value
Total Phosphorus	0.05 mg/L - mean monthly concentration
Carlson's Trophic State Index	< 60
Chlorophyll	0.015 mg/L - mean monthly concentration 0.04 mg/L - single value

¹ Median value/90th percentile value

² Nitrate + Ammonia-nitrogen

Metals monitoring of water, plants, and sediment should be conducted to assess performance of the lake as a stormwater treatment facility. Priority pollutant metals to be assayed include cadmium, chromium, copper, lead, nickel, and zinc. Criterion metals concentrations in water are shown in Table 3. Metals concentration in sediments and plants should not exceed hazardous threshold limits from Title 26.

Table 3. Criterion concentrations for metals in water. (hardness expressed as mg CaCO₃/L)

	Continuous Concentration Criterion (µg/L)	Maximum Concentration Criterion (µg/L)
Cadmium ^{a,b}	$[e(0.7852[\ln(\text{hardness})]-3.490) \times 0.85]$	$[e(1.128[\ln(\text{hardness})]-3.828) \times 0.85]$
Chromium (III) ^{a,b}	$[e(0.8190[\ln(\text{hardness})]-1.465) \times 0.85]$	$[e(0.8190[\ln(\text{hardness})]-3.688) \times 0.85]$
Copper ^{a,b}	$[e(0.8545[\ln(\text{hardness})]-1.465) \times 0.85]$	$[e(0.9422[\ln(\text{hardness})]-1.464) \times 0.85]$
Lead ^{a,b}	$[e(1.273[\ln(\text{hardness})]-4.705) \times 0.25]$	$[e(1.273[\ln(\text{hardness})]-1.460) \times 0.50]$
Nickel ^{a,b}	$[e(0.8460[\ln(\text{hardness})]-1.164) \times 0.85]$	$[e(0.8460[\ln(\text{hardness})]-3.361) \times 0.85]$
Zinc ^{a,b}	$[e(0.8473[\ln(\text{hardness})]-0.761) \times 0.85]$	$[e(0.8473[\ln(\text{hardness})]-0.860) \times 0.85]$

^a Values for aquatic life criteria are based on Quality Criteria for Water 1986 (USEPA 1987) as updated in US EPA (December 22, 1992). Criteria concentrations are expressed in terms of allowable dissolved metal following the US EPA Guidance Document on Dissolved Criteria-Expression of Aquatic Life Criteria-October 1993.

^b Assumes a Water Effects Ratio (WER) of 1.0 until site specific data is obtained. Criterion Concentration = value in table x WER.

MANAGEMENT PLAN

Best Management Practices (BMPs)

Best Management Practices for water quality for the project should focus on prevention of water quality problems. BMPs that focus on water conservation, infiltration, nutrient loading, sediment management, and individual behaviors are listed in Table 4. Because of the aesthetic and nuisance concerns associated with the lake, the BMPs discussed in this Management Plan may be in addition to BMPs required by the City as part of the City's Stormwater Management Program.

Public education is critical to effective BMPs. Therefore, an informational program is recommended to provide residents of the development information on the management objectives, operation of the wet pond, and individual actions that can be taken to protect water quality in the lake.

Table 4. BMPs for protection of Westborough Lake.

- Water conservation measures – reduce surface water runoff
 - Check outside faucets for leaks.
 - Mulch shrubs and other plants to retain soil moisture longer.
 - Use trickle or drip irrigation whenever possible.
 - Maintain lawn sprinklers to avoid “street watering”.
 - Water lawns less frequently but more deeply.
 - Group plants with similar water requirements together.
 - Use native plants that require less water.
- Infiltration measures – allow water to enter the soil rather than runoff the surface
 - Install porous pavement.
 - Direct downspouts onto lawns rather than to the street.
- Nutrient management measures - less fertilizer used on lawns means less nutrients in the lake
 - Apply fertilizers sparingly, never exceed label rates.
 - Never dump lawn clippings and other materials into the water.
 - Do not feed waterfowl, prevent a resident population from establishing.
 - Clean up pet waste immediately.
- Sediment management measures
 - Sweep streets to prevent “washoff” into the lake.
 - Maintain vegetated waterways to avoid erosion.
 - Install silt screens around lake during construction.
 - Incorporate sediment traps and oil and grease separators into storm drains.
 - Use erosion control measures (silt screens, soil covers, etc.) during construction
- Responsible chemical use
 - Avoid using pesticides and fertilizers prior to predicted rainfall.
 - Avoid overwatering after applying fertilizers and pesticides.
- Public Education
 - Develop a public education program to inform residents and lake users about activities they can do to protect lake water quality.

Waterfowl, Fish, and Plant Stocking

Many BMPs implemented by residents and businesses in the development for little or know cost can be very effective in preventing serious water quality problems. Adoption of a prohibition on feeding of waterfowl, for example, can prevent serious water quality problems. Use of the lake by migratory waterfowl will add to the biological diversity and enhance the quality of the aesthetic experience of residents and visitors to the development. A large resident waterfowl population, however, can create management problems. A single duck can excrete 2.1 pounds of nitrogen and 1.3 pounds of soluble phosphorus each year. A population of several hundred resident ducks, which could easily develop on the lake, could be responsible for a significant portion of the nutrient loading to the lake. Resident waterfowl will destroy lakeside vegetation and contribute to erosion of lake banks. The most effective waterfowl management technique is to prevent development of large, resident populations. Residents should not stock domestic waterfowl, and should refrain from feeding wild, transient waterfowl. Uneaten feed will decompose in the water, which will add nutrients and create conditions conducive to the spread of avian botulism and fowl cholera. A restriction against feeding and stocking waterfowl will be incorporated into covenants.

Unauthorized introductions of all organisms should be policed by the Homeowners Association. Some fish species can also contribute to water quality problems through their feeding activities. Fish such as carp and goldfish should not be introduced by residents. Similarly, some aquatic plants can create a nuisance when introduced to a lake. A prohibition against fish and plant stocking will also be incorporated into covenants. Some stocking guidelines are:

- Residents will not release, or allow to be released, any fish, invertebrate, or plant into the lake
- All fish stocking, including original and any subsequent stocking, may be performed only with a permit from the California Department of Fish and

Game. No fish species that require food supplements beyond existing sources in the lake will be permitted.

- Arrangements will be made as soon as possible after the lake is filled for the local mosquito abatement district to establish a population of mosquito fish (*Gambusia affinis*) for mosquito control. The lake will be restocked as necessary to maintain a population sufficient for vector control.

Landscape Practices

Landscape maintenance may also contribute to water quality problems in the lake. Over fertilization can lead to high nutrient concentrations in surface runoff that can stimulate phytoplankton growth. Landscape maintenance personnel often use a calcium-based, slow release fertilizer to reduce the labor of application. These fertilizers are spread liberally, and then the lawns are watered heavily to prevent burning. Under this application scenario, nutrient-rich runoff can enter stormdrains and the lake causing algae to “bloom”.

Landscape maintenance guidelines will be incorporated into covenants for the development as follows:

- Soil tests should be conducted to determine fertilizer requirements. Fertilizer applications should be designed to alleviate deficiencies detected in soil tests. Commercial landscape companies should keep detailed records of test results, application dates and rates, and irrigation schedule.
- Nitrogen fertilizers should not be applied at rates greater than 0.5 pounds per 1,000 square feet and at frequencies greater than every 12 weeks.

- Phosphorus fertilizers should not be applied unless a need is clearly demonstrated, such as the first growing season for newly established turf areas. In no case should the rate exceed 0.05 pounds per 1,000 square feet.
- Fertilizers should not be applied prior to predicted rain events.
- Fertilizer application methods should not allow fertilizer to enter lake water directly.
- There should be no application of fertilizer to drainage ditches, seasonal dry waterways, impervious surfaces, or within 10 feet of the water.
- Irrigation schedules should be designed to prevent runoff from freshly fertilized landscape.
- Landscape contractors should be required to provide at least five days written notice to the Homeowners Association for fertilizer and significant herbicide and insecticide application. The notice should include justification for the action (e.g., copy of soil test report) and a description of rates, application methods and time including precautions to prevent pollution of surface waters, the materials to be applied.
- Disposal of leaves and other organic debris into the lake and/or other waterways (even seasonally dry waterways) should be avoided. Disposal of organic debris in water has several detrimental results. They can cause oxygen depletion when they decompose and they contribute nutrients to the lake water that can stimulate algae growth. Curbside stockpiling of leaves and other “green” waste should be done on the street side of the gutter flow line.
- Landscape planting should avoid use of deciduous trees or shrubs greater than four feet in height when mature within 15 feet of the shoreline to avoid leaf fall into the lake.

Sediment Control

Whenever vegetation is removed from an area, e.g., for construction, preparation for new landscaping, after a fire, etc., the potential for soil erosion and sediment deposition in the lake exists. Sediment deposition in the lake has several undesirable effects. It can reduce light penetration through the water causing beneficial aquatic plants to die. Sediment also carries substantial amounts of nutrients with it, which can contribute to algae growth when the water clears. Lastly, over the long-term sediment deposition causes the lake to become more shallow, warmer, and more productive, i.e., with more algae and nuisance aquatic plant problems. To minimize erosion and sediment deposition in the lake all excavation within the watershed should be done in accordance with the City of Sacramento's Grading and Erosion Control ordinance and National Pollutant Discharge Elimination System (NPDES) permit.

Whatever the method of implementation, through covenants or by voluntary adoption, residents of the Westborough development should be aware of the impacts of their activities on the lake. An aware and informed community is a prerequisite to effective lake management. Signs or an information program that describes the organisms and functioning of the lake and encourages voluntary adoption of BMPs to protect the lake is recommended. Potential subjects for information program include:

- Description and explanation of landscape maintenance guidelines.
- Proper disposal of automotive fluids, cleaning detergents and other wastes.
- Problems caused by resident waterfowl and prohibition against feeding.
- Problems caused by exotic fish and prohibition against stocking.
- Explanation of lake functions as a stormwater treatment facility and overall goals of the lake management plan.

Management of Algae and Rooted Aquatic Vegetation

Even with well-implemented BMPs, nutrients in the groundwater used to maintain lake level in the summer are expected to support abundant algae in the lake. Some form of treatment is likely to be required to meet management objectives. As noted above, the most effective way to prevent algae growth in the lake is to limit the amount of nutrients entering the lake. Management strategies to reduce nutrient loading when the water supply is from groundwater, however, are limited. Nutrient concentration in the inflow could be reduced by treatment of the water prior to discharge into the lake, or treatment of the entire lake, with aluminum sulfate (alum). This management strategy is expensive and when water is treated prior to discharge into the lake a sludge must be disposed. Nutrient precipitation prior to discharge into the lake is not recommended at this time.

Some form of in-lake algae treatment will likely be required to meet the management objectives of the lake during the summer months. The amount of algae in the lake can be reduced by a number of hydrologic, physical, and chemical techniques. Whole lake treatment with alum can provide temporary improvement of water quality, and if algae problems are persistent and difficult to manage with other techniques (see below) a whole lake treatment should be considered. The flushing rate of the lake should be maximized to reduce algae abundance in the lake.

Excessive algae can also be treated with a number of effective algaecides. Various forms of copper have no restrictions on water-use following application, however, the City and State may have use restrictions that differ from those on the label. Copper should be used to control excessive algae in the lake if surface algae scums develop or use is degraded. Copper may injure rooted aquatic plants, however, selection of the correct formulation and dose by a licensed aquatic applicator should permit control of algae with minimal to no effect on rooted plants.

The City must preapprove all chemical applications. The City's water quality requirements have priority over algae control in the lake, and these requirements may limit the use of copper for algae control. If copper applications result in copper concentrations at the discharge point that are

greater than at other wet pond discharges in North Natomas, alternative (*e.g.*, alum treatment) or no algae control must be considered.

Rooted aquatic plants will require periodic harvesting to remove sequestered nutrients and other pollutants. A minimum of two macrophyte harvests are recommended. The first harvest, in July would be conducted to remove accumulated pollutants and to stimulate additional growth and pollutant uptake. A second harvest should occur in fall to remove accumulated pollutants before the plants senesce and they are released back into the water. If nuisance, invasive plants are introduced to the lake additional harvesting may be necessary to meet management objectives. Prior to harvest, plants samples should be collected for metals analyses.

Rooted aquatic plant problems may be avoided if introduction of the problem plants can be prevented. As noted above, some exotic plants, like Eurasian watermilfoil, are particularly troublesome. Every effort should be made to prevent the introduction of these nuisance aquatic plants into the lake. All boats launched in the lake, which have been used in other lakes during the previous two weeks should be inspected for plant fragments that could cause weed problems. This could be a voluntary inspection stimulated by a sign posted at the boat ramp. The sign should also warn residents of the danger of introducing aquarium fish and plants to the lake.

Management of trash and litter

Trash and litter problems can be limited by assuring that adequate numbers of trash receptacles are available and that they are emptied regularly. Trash and litter on the lake may be collected by hand by residents or the service may be purchased from a lake management company.

Management of Water Quality

The water quality criteria are intended as a guide for maintenance of water quality that will meet the management goals for the lake. These criteria are intended to serve as warning signs for

significant water quality problems. Consequently, a single exceedence of any water quality parameter will not necessitate an immediate change in the management plan. If water quality fails to meet the criteria regularly the City, the Homeowners Association, and water quality and lake management experts should evaluate the consequences and impacts of continued exceedence. If it is determined that serious harm to aquatic life in and downstream from the lake will occur, or if regulatory thresholds are exceeded, an in-depth evaluation of the lake and management plan will be necessary. Some possible responses to exceedence of specific water quality criteria are shown in Table 5.

Monitoring

All lake management plans must be adaptive; changes may be required as lake biology and water chemistry evolve. Regular monitoring of lake water quality permits ongoing assessment of the efficacy of the management plan and allows adaptation to changes in the lake.

Monitoring should be an integral part of the management plan. A monitoring program should provide data needed to understand the biological and chemical characteristics of the lake. Some of the monitoring effort may be conducted by interested, well-trained lake shore residents or the service may be purchased from a lake management company. However the data is obtained, it must be incorporated into the management effort to ensure that the management plan is adaptive and effective. Monitoring should include measurement of lake level, water transparency, temperature and dissolved oxygen profiles, pH, nutrients, chlorophyll, suspended solids, and coliform bacteria.

Recommended monitoring parameters are shown in Table 6. Sampling locations are shown in Figure 4. A minimum of quarterly sampling is recommended.

Table 5. Potential response to selected examples of unacceptable water quality.

<u>Parameter</u>	<u>Management Response</u>
pH	<ul style="list-style-type: none"> • Identify cause as short-term or persistent • Calculate rate of loss of available carbonates • Take action to eliminate source or compensate for carbonate loss
Dissolved Oxygen	<ul style="list-style-type: none"> • Identify cause of dissolved oxygen depletion and eliminate
Nitrate-nitrogen	<ul style="list-style-type: none"> • Consider installation of recirculation/aeration system • Examine landscape maintenance practices • Evaluate other potential sources • Eliminate sources
Ammonia-nitrogen	<ul style="list-style-type: none"> • Examine landscape practices • Evaluate in-lake sources (ammonification of organic materials) • Consider aeration to increase nitrification
Phosphorus	<ul style="list-style-type: none"> • Examine landscape practices • Evaluate other sources • Eliminate sources • Anticipate phytoplankton blooms and prepare for treatment
Chlorophyll <i>a</i>	<ul style="list-style-type: none"> • Evaluate nutrient concentrations • Take action to reduce nutrient concentration
Oil and grease	<ul style="list-style-type: none"> • Locate source; prevent remaining reservoir from entering lake • Identify reason source was created and prevent recurrence • If concentrations are high enough to endanger aquatic life contact RWQCB and CDFG for assistance
Coliform bacteria	<ul style="list-style-type: none"> • Post notices • Identify source and eliminate

MANAGEMENT COST ESTIMATE

Prediction of the condition of the lake prior to filling provides only a limited picture of the potential management problems that may be encountered. Estimated lake management costs are based upon expected conditions in the lake and are based upon the need to maintain the lake as an aesthetic amenity in a condition that will not impede flood control or cause water quality impairments or violations downstream of the discharge point. Certain activities are sure to be required including monitoring, algae control, plant harvesting, and trash cleanup. Preventive actions for waterfowl and aquatic weed problems, such as signs and fliers that discourage feeding of waterfowl and introduction of fish and aquatic plants as discussed above, will be incorporated into CC&Rs.

Monitoring of water quality will be conducted. Summer sampling will provide information required for more informed management decisions. The monitoring program should include regular examination of the watershed of the lake to identify activities that could contribute to water quality degradation, such as improper landscape maintenance. Regular monitoring of the lake will facilitate early identification of problems and permit rapid correction of potential detrimental activities.

Management actions depend upon the conditions that develop in the lake and the management objectives determined by the homeowners. Some form of control, however, is likely to be necessary to meet the objectives for the lake. The extent and duration of summer algae problems are unknown at this time and the need for aquatic plant harvesting is a function of the plant growth rate and efficacy of the weed introduction prevention program discussed above. If algae are a problem, they may be controlled with proper copper application, chemical precipitation of nutrients in well-water, more efficient mixing, and/or alteration of system hydrology. Chemical control with an appropriate copper application is recommended and budgeted, however, any chemical application for algae control must first be approved by the City.

Table 6. Frequency, sample type, and number of stations for monitoring water quality in Westborough Lake.

Parameter	Frequency	Sample type	Stations
Water level	weekly in winter biweekly in summer	staff gauge	overflow weir
Temperature	quarterly	profile	3
Dissolved oxygen	quarterly	profile	3
pH	quarterly	profile	3
Specific conductance	quarterly	profile	3
Alkalinity	quarterly	depth integrated composite	1
Hardness	quarterly	depth integrated composite	1
Chlorophyll a	quarterly	depth integrated composite	1
Phytoplankton	quarterly	depth integrated composite	1
Zooplankton	quarterly	depth integrated composite	1
Bacteria	quarterly	grab	3
Nutrients	quarterly	depth integrated composite	1
Suspended Solids	quarterly	depth integrated composite	1
Sediment Metals	annual	grab	2*
Plant Metals	prior to harvests	composite	6**

* separate composite samples will be collected from arm and main lake stations to assess localization of pollutants near inflows

** plant samples for metal analyses will be collected from three main lake basin stations and three additional near-shore stations. Samples will be composited for analysis.

Trash cleanup by a professional lake management firm twice per month is budgeted to control litter.

Estimated management costs are shown in Table 7. Actual management costs will depend upon severity and frequency of algae and aquatic plant problems, which are a function of the efficacy of the prevention program for aquatic weeds and waterfowl. A 20 percent contingency is included in the budget for the first year to accommodate any changes in the Plan mandated by the City of Sacramento for flood control and/or water quality purposes. Such changes shall be at the discretion of the Department of Utilities. An Annual Report will be produced that summarizes

management activities and limnological characteristics of the lake. Limnological characteristics and management problems in the lake will likely change as the lake ages. The Annual Report will also include recommendations on changes to the Management Plan so that the management of the lake will adapt to changing conditions. Any changes to the Plan must be approved by the City.

ROLES AND RESPONSIBILITIES

It is the responsibility of the homeowners association to fund and implement the activities outlined in this Plan, and to maintain the lake in a condition that permits functioning as a flood control and water quality enhancement facility. It will not be the responsibility of the City of Sacramento to maintain the aesthetic appearance of the lake or manage nuisance conditions that may develop in the lake. The homeowner's association and the City will, however, work cooperatively on public education and enforcement of best management practices to maintain water quality and the aesthetic value of the lake. The City of Sacramento will do the following:

- maintain inlets to the lake and the outlet structure as needed to provide drainage and flood control;
- regulate the operations and maintenance of the lake to assure compliance with Federal, State, and local water quality requirements;
- determine if the homeowners association is maintaining the lake in a manner consistent with the City's flood control and/or water quality standards and take actions necessary to remedy any deficiencies if City standards are not met. The City may charge the homeowner's association for costs of remedial actions.

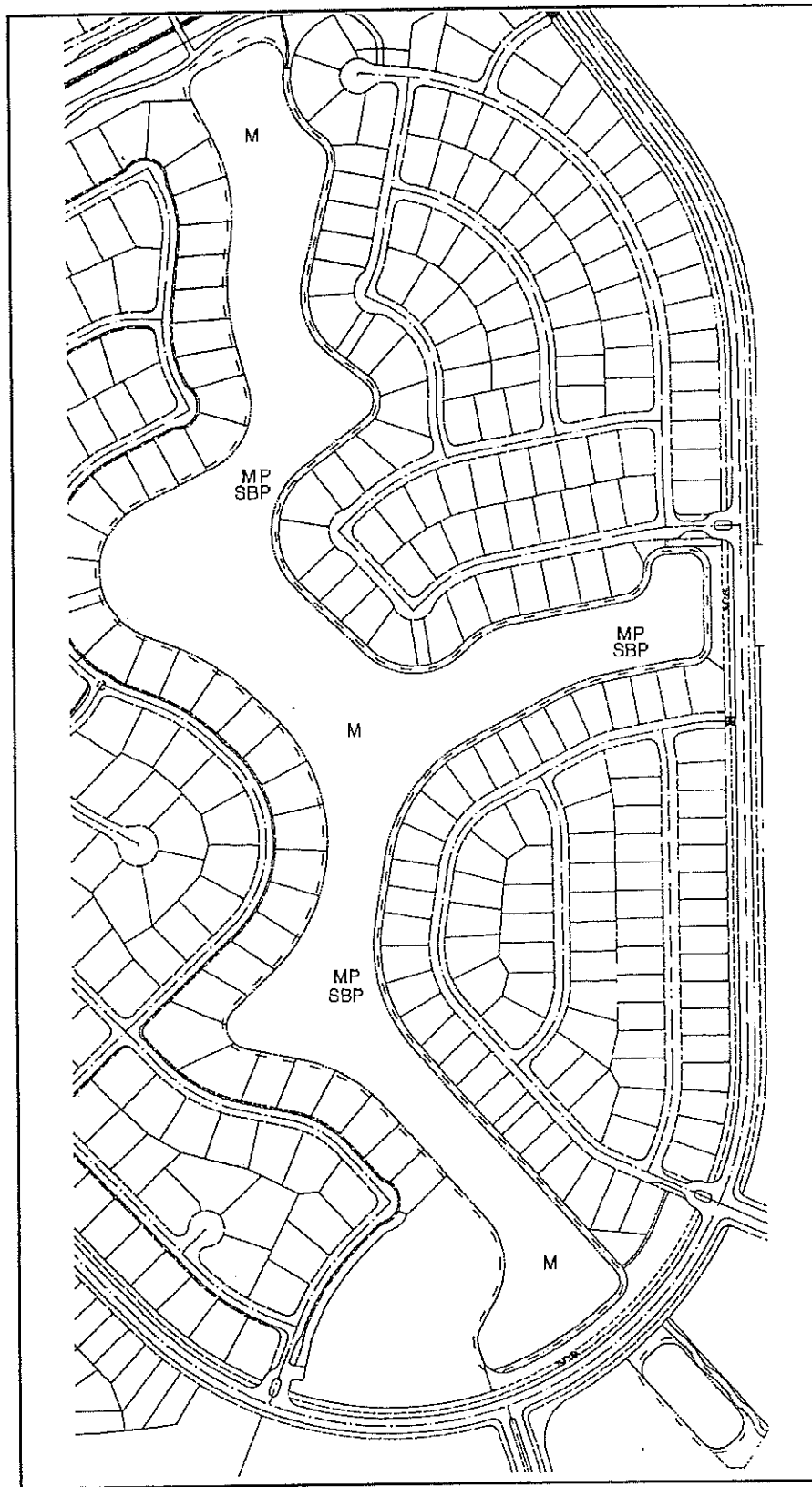


Figure 4. Approximate location of Westborough lake sampling stations.
(M=macrophyte metals, P=profile, B=bacteria, S=sediment metals)

Table 7. Estimated cost of Management Plan during first year.

Task 1. Monitoring	
Sampling	\$4,000
Laboratory analyses	\$12,000
	<hr/>
	\$16,000
Task 2. Public Education Program	\$500
Task 3. Twice/month Trash Clean up	\$2,500
Task 4. Establish Vegetation	\$7,500
Task 5. Algae Control	\$3,600
Task 7. Quarterly and Annual Reports	\$8,000
	<hr/>
	\$38,100
Contingency	\$7,620
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Total Cost	<hr/>
	\$45,720

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Westlake

Monitoring Report:

July 31, 2008

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November 2008

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Westlake Monitoring Report: July 31, 2008

Summary

Water quality in Westlake on July 31, 2008 was good and most management objectives were met. The pH was slightly greater than the management objective. The water temperature of Westlake was lower in 2008 than in previous years, and consequently the phytoplankton abundance and community composition differed from previous years. Green algae dominated the phytoplankton and cell densities and chlorophyll-a concentration were low. Water transparency was greater than in recent years in the summer.

Introduction

This report includes monitoring data collected on April 24, 2008. The monitoring program follows the lake management plan developed by Perry and Sytsma (2000).

Westlake is located in a 331-acre mixed-use development in the North Natomas area of Sacramento, California northwest of the intersection of El Centro and Del Paso Roads and to the southwest of the I-5/Highway 99 intersection (Figure 1). The development includes 1255 residential lots, neighborhood commercial, and light industrial development. An elementary school, community park, and private recreational center are also planned.

The topography of the area is essentially flat. A northeast/southwest trending canal located north of the site provides drainage for the development and an area located north of the site near Highway 99 and Elkhorn Boulevard (Wallace Kuhl and Assoc, 1999).

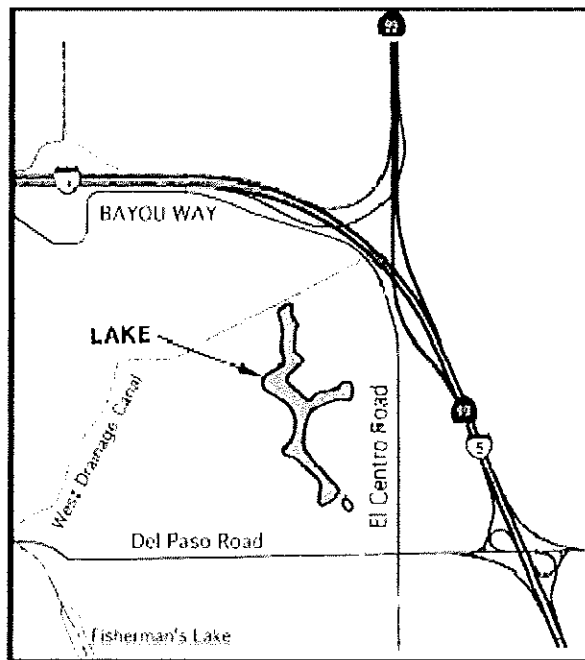


Figure 1. Vicinity map for Westlake.

Design

Westlake was designed as an amenity for the residents and to provide flood control and water quality enhancement of surface water runoff from the development and surrounding areas (Figure 2). The lake is designed as a wet basin and contains water year-round. The approximately 19-acre lake basin is surrounded by a perimeter headwall that is 26 inches above the expected winter water surface elevation and 17 inches above the expected summer water elevation. For public safety, a shelf approximately four feet wide and one to two feet deep was constructed at the perimeter of the basin. The lakebed slopes from the perimeter shelf to a maximum depth of 14 feet at a 4:1 or flatter slope (Wallace Kuhl and Assoc. 1999). The lake bottom was sealed with a 12-inch thick clay layer.

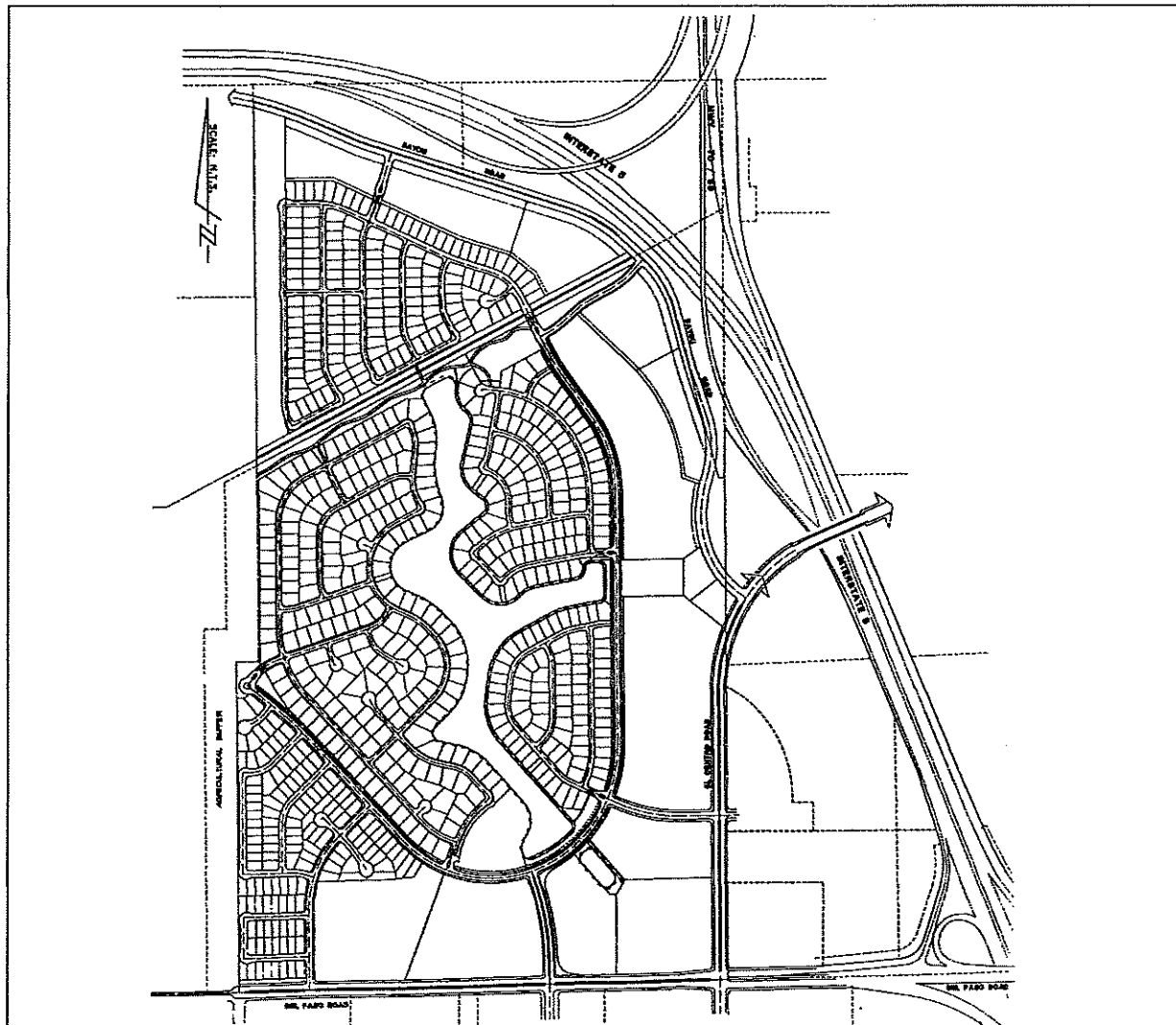


Figure 2. Map of Westlake development.

Lake water level fluctuates with the seasons to permit damping of the winter runoff hydrograph and extend the detention time of water in winter. The summer surface water elevation is 12.6 feet, and the winter elevation 11.8 feet above mean sea level. Under typical conditions, the lake depth varies from 11.8 (winter, no-flow condition) to 12.6 feet (summer). The lake volume in the summer and winter is approximately 139 and 124 acre-feet, respectively. At maximum storage capacity, 16.0 feet above mean sea level (100-year), the accumulated lake volume is approximately 200 acre-feet. Thus, the accumulated volume of the lake between the

winter operating pool (11.8 feet msl) and the 100-year pool (16.0 feet msl) is approximately 76 acre-feet. The lake was filled, and summer water level (12.6 feet above MSL) maintained, with water drawn from a well located at the south end of the lake.

The surface water drainage system for the development directs runoff into the lake. Outflow from the lake is discharged to the West Drainage Canal at a point west of the Plant 13 pump station. The West Drainage Canal flows into Fisherman Lake and then into the Sacramento River just upstream of its confluence with the American River via the RD 1000 pumpstations 3, 1A and 1B.

The lake is one component in a package of best management practices (BMPs) for water quality at the development. The lake is managed as a vegetated, wet-pond system for treatment of urban runoff. If properly maintained, vegetated wet ponds can achieve high removal rates for sediment, biological oxygen demand (BOD), organic nutrients, and trace metals in urban runoff. Biological processes within the pond also remove soluble nutrients, such as nitrates, ammonia, and orthophosphorus, which contribute to nutrient enrichment and eutrophication. Rooted aquatic plants, or macrophytes, in the lake enhance biological uptake of soluble nutrients in the lake and increase sedimentation.

Lake Uses

Westlake is intended to provide aesthetic, storm water detention, water quality enhancement, and limited recreational benefits. Recreational use of the lake is limited to non-motorized boating. No swimming or other water contact recreation is permitted.

Management Goals

Management goals for a lake are based on the intended uses. The following management goals were recommended in the lake management plan (Perry and Sytsma 2000):

- The lake should be free of surface mats of algae and macrophytes.
- Cyanobacteria blooms that could harm pets should be avoided.
- The lake should not produce nuisance odors.
- The lake will not contain concentrations of coliform bacteria associated with human wastes that exceed established water quality standards.
- The lake shall not contain floating material such as oil and grease, trash, scums, etc. that interfere with uses.
- Toxic materials that harm aquatic life or human health will not accumulate in the lake or be discharged from the lake.
- Outflow from the lake will not harm aquatic life in aquatic systems downstream from the discharge.
- The lake will be managed to reduce urban runoff and storm water runoff pollutants discharged from the outfall structure to the maximum extent practicable as determined by the City in accordance to its NPDES storm water permit and storm water management program.

Specific numeric lake management criteria were recommended as target values (Table 1).

Westlake will take a number of years to reach a stable state. Processes such as final buildout, formation and consolidation of sediments, and introduction and establishment of biological communities will alter the condition of the lake and interact to influence future water quality.

Table 1. Management objectives for water quality in Westlake.

Constituent	Management Objective
Dissolved Oxygen*	5 mg/L - mean monthly concentration 4 mg/L - single value
Clarity	0.5 m Secchi depth - mean monthly value
pH**	6.5-9
Total Coliform Bacteria	500/1100 MPN/100 mL ¹
Dissolved Inorganic Nitrogen ²	0.15 mg/L
Un-ionized ammonia	0.02 mg/L - single value
Total Phosphorus	0.05 mg/L - mean monthly concentration
Carlson's Trophic State Index***	< 60
Chlorophyll	15 mg/m ³ - mean monthly concentration 40 mg/ m ³ - single value

¹ Median value/90th percentile value

² Nitrate + Ammonia-nitrogen

* Measured in the morning

** Measured in the afternoon

*** $TSI_{Secchi} = 60 - 14.41 \times \ln \text{ Secchi transparency (m)}$

$TSI_{Chl} = 9.81 \times \ln \text{ Chlorophyll } a \text{ (mg/m}^3\text{)} + 30.6$

$TSI_P = 14.42 \times \ln \text{ Total Phosphorus (mg/m}^3\text{)} + 4.15$

Lake Management Activities

The lake was treated with algaecides and herbicides, as needed, during the quarter.

Lake Monitoring

Methods

Westlake was sampled on April 24, 2008. Profiles of temperature, dissolved oxygen, pH, and conductivity were measured at three locations the lake with a Hydrolab Quanta multiprobe instrument calibrated according to the manufacture's specifications. A depth-composited sample (surface, 1 and 2 m) was collected for laboratory analysis of chlorophyll-a, alkalinity, hardness, total suspended solids, total and soluble reactive phosphorus, total Kjeldahl nitrogen, nitrate-nitrogen, and ammonia-nitrogen at the mid-lake station. Surface samples for E. coli bacteria

analysis were collected at each station. Total coliform bacteria were measured until April 2008. Water transparency was measured with a Secchi disk at all three stations. Phytoplankton samples (250 mL) were collected by surface grab at station 2.

Laboratory analyses of samples were conducted by Caltest Analytical Laboratory using standard methods. Methods are detailed in the laboratory report included in an appendix to this report. All laboratory results met quality control requirements. Laboratory reporting limits are higher than the method detection limits for some of the analyses. American Civil Constructors requested that the laboratory report data below the laboratory's reporting limit but above the method detection limit. Values less than the reporting limit may be less reliable than values above the reporting limit, however, for lake management purposes the lower method detection limit may provide acceptable data.

Phytoplankton samples were preserved with lugol's solution in the field. Samples were concentrated into a five-mL volume by allowing them to settle for five days and aspirating the supernatant. Phytoplankton in the concentrated sample were counted in a Nannoplankton® counting chamber (Phycotech, Inc.). At least 350 cells were counted with a Nikon Eclipse 600 microscope (100x and 400x). Organisms were identified at the species level whenever possible using Weber (1971) and Prescott (1982). Phytoplankton analyses were done by Miguel Estrada.

Results and Discussion

Results of the July 31, 2008 sampling of Westlake are discussed below. The data are summarized in Table 2.

Temperature

Water temperature is an important determinant of the biological and chemical characteristics of lakes. Shallow lakes are typically isothermal, i.e., water temperature does not change significantly with depth, but Westlake does exhibit thermal stratification on some occasions in the summer. Weak thermal stratification was evident in Westlake on July 31. Lake mean water temperature was about 2 C degrees lower than in July 2007. Water temperatures in Spring 2008 were also lower than in Spring 2007.

pH and Alkalinity

The pH of lakes is a function of the geology of the watershed and biological activity in the lake. In most freshwater systems, pH is determined by the carbonate ($\text{CO}_2 - \text{HCO}_3^- - \text{CO}_3^{2-}$) system. The carbonate system buffers pH changes in lakes. Changes in pH occur when concentrations of CO_2 and HCO_3^- in the system change. During photosynthesis and respiration, carbon dioxide (CO_2) is consumed or produced. Thus, pH can be an indicator of the productivity of a system.

The pH of Westlake averaged 9.2, which was slightly above the management objective but within the range measured in the lake previously. Total alkalinity was 180 mg CaCO_3/L , which was the same as in July 2007.

Conductivity

Water is a solvent for salts. Specific conductance is a measure of the amount of salts dissolved in water. The more dissolved salts the higher the specific conductance and salinity. Specific conductance in Westlake averaged 530 $\mu\text{S}/\text{cm}$, which was similar to that measured

previously in Summer. There is no management objective for specific conductance but changes could reflect changes in the chemistry of the well water used to maintain lake level.

Dissolved Oxygen

Dissolved oxygen is critical for survival of many aquatic organisms. Most desirable fish species require dissolved oxygen concentrations greater than 5 mg/L. Water temperature determines the amount of oxygen that can dissolve in water (100 % saturation). The concentration of oxygen at saturation decreases with increasing water temperature. The dissolved oxygen management objective is a mean monthly value of 5 mg/L or a single measurement of 4 mg/L.

There was dissolved oxygen depletion in the bottom water of Westlake due to the weak thermal stratification present on July 31. Concentration averaged 6.9 mg/L in the lake with a minimum concentration of 5.6 mg/L. The dissolved oxygen concentration met the management objective for the lake.

Nitrogen

Ammonia and Nitrate+Nitrite-Nitrogen

Inorganic nitrogen is an important nutrient for rooted plants and phytoplankton. Inorganic nitrogen can occur in reduced (ammonium) and oxidized forms (nitrate+nitrite). The ammonium and nitrate concentrations were below the method detection limit. The ammonium and nitrate concentrations are commonly nondetectable in the Westlake. Total inorganic nitrogen concentration met the management objective for the lake.

Ammonia gas forms ammonium hydroxide in water, which can in turn dissociate into ammonium and hydroxyl ions. The unionized form of ammonia is toxic to fish. The ratio of unionized to total ammonia changes with pH and temperature (Emerson *et al.* 1975). Temperature and pH are quite variable in aquatic systems due to diurnal variation in light and photosynthesis, which can lead to fluctuating unionized ammonia concentrations. EPA (1999) issued total ammonia criteria concentrations to protect fish. The criterion concentration for chronic exposure at the temperature and pH of Westlake was 0.26 mg ammonia-N/L. Therefore, the concentration in the lake was well below the concentration of concern for fish health.

Total Nitrogen

The total Kjeldahl nitrogen (TKN) concentration in the water includes nitrogen associated with planktonic organisms in addition to the dissolved, inorganic ammonia-nitrogen present in the water. TKN concentration in Westlake was 1.8 mg/L. TKN concentration is typically detectable in the lake with concentrations ranging from undetectable to 4.6 mg/L. Nitrate concentration was nondetectable so the total nitrogen (TKN+nitrate) was ~1.8 mg/L. No total nitrogen management objective was set for the lake.

Table 2. Westlake water quality data from July 31, 2008 and historical data.

Station	Depth (m)	Water Temp. (C)	Dissolved oxygen		Spec. Conduct. (uS/cm)	Secchi (m)	Total Coliform (MPN/100mL)	E. coli (MPN/100mL)
			pH	(mg/L)				
1	0	25.1	9.2	7.7	83	530	0.8	-
1	1	24.5	9.2	7.5	82	529		ND
1	2	21.6	9.1	6.0	64	531		
2	0	25.0	9.2	7.2	80	530	0.8	-
2	1	23.4	9.2	7.7	83	528		1
2	2	21.8	9.1	5.6	63	533		
3	0	25.2	9.2	7.1	80	532	0.8	-
3	1	23.6	9.2	7.2	80	527		1
3	2	22.6	-	5.7	63	528		
Mean	0	25.1	9.2	7.3	81	531		-
Mean	1	23.8	9.2	7.5	82	528		-
Mean	2	22.0	9.1	5.8	63	531		
Lake Mean		23.6	9.2	6.9	75	530	0.8	-

Historic Lake Mean

June 2003	26.0	9.3	11.7	144	533	1.7	<5
September 2003	21.9	8.3	8.6	102	683	0.6	89
December 2003	8.1	8.2	10.0	84	444	0.4	≥1600
March 2004	18.8	8.0	6.9	74	429	1.5	17
June 2004	25.1	8.4	5.6	68	696	1.1	9
September 2004	20.1	8.3	3.9	43	770	1.0	28
December 2004	10.0	8.5	7.1	90	663	1.1	≥1600
March 2005	18.4	8.4	5.5	67	710	0.9	52
June 2005	24.8	9.1	13.8	169	528	0.4	14
September 2005	22.2	9.3	7.4	86	725	1.1	730
December 2005	12.3	9.3	8.4	80	402	0.5	≥1600
March 2006	14.3	8.1	9.9	97	333	0.5	135
June 2006	26.3	8.9	11.1	139	497	0.5	4
September 2006	21.0	9.0	7.4	83	561	1.5	85
December 2006	8.9	8.2	7.9	68	592	1.3	163
April 2007	19.8	8.5	6.7	73.7	602	2.3	2
July 2007	25.7	9.1	6.0	73.6	610	0.6	15
October 2007	17.1	8.7	7.4	90.9	613	1.0	16
January 2008	8.5	8.2	10.4	107.1	264	0.7	1000
April 2008	16.8	8.9	9.2	114.6	626	2.4	19

Station	Depth (m)	NH ₄ N (mg/L)	NO ₃ +NO ₂ N (mg/L)	Ortho-P (mg/L)	Total P (mg/L)	Kjeldahl N (mg/L)	Hardness (mg/L)	Suspended Solids (mg/L)	Total Alk. (mg CaCO ₃ /L)	Chlor-a (mg/m ³)
		(mg/L)	(mg/L)	(mg/L)	(mg/L)	(mg/L)	(mg/L)	(mg/L)	(mg CaCO ₃ /L)	(mg/m ³)
2	comp	ND	ND	ND	0.18	1.80	90	5.0	180	29

Historic Measurements

June 2003	ND	ND	ND	0.06	0.40	90	ND	180	9
September 2003	0.10	ND	0.02	0.20	1.40	140	20.0	230	64
December 2003	ND	ND	ND	0.10	0.80	110	30.0	150	6
March 2004	ND	ND	0.10	0.20	0.40	110	ND	150	ND
June 2004	ND	ND	0.30	0.10**	0.30	180	ND	250	ND
September 2004	0.30	ND	0.20	0.20	0.80	190	3.0	260	5
December 2004	0.18	0.15	0.17	0.18	0.45	180	ND	240	ND
March 2005	-	ND	0.12	0.15	ND	190	5.0	240	ND
June 2005	0.20	ND	ND	0.33	4.60	78	48.0	160	250
September 2005	0.29	0.11	ND	0.14	0.68	160	ND	230	18
December 2005	0.31	0.43	0.16	0.18	0.55	100	24.0	140	5
March 2006	ND	ND	0.13	0.16	0.55	76	6.0	120	6
June 2006	ND	1.70	ND	0.11	2.40	150	24.0	170	140
September 2006	ND	ND	ND	ND	0.59	100	ND	190	ND
December 2006	ND	ND	0.16	0.16	0.59	150	6.0	200	ND
April 2007	ND	ND	0.21	0.21	ND	150	4.0	210	ND
July 2007	ND	0.26	ND	0.19	2.90	130	6.0	180	93
October 2007	ND	ND	0.11	0.15	0.59	140	3.0	200	19
January 2008	0.16	0.74	0.13	0.056*	0.36	74	11.0	120	2.1*
April 2008	ND	0.56	0.14	0.17	0.36	180	4.0	220	ND

ND = Not Detectable

* estimated concentration above the Method Detection Limit and below the Reporting Limit/Minimum (equivalent to the DNQ Estimated Concentration flag)

** laboratory error - orthophosphorus is included in total P measurement and total P cannot be less than ortho-P

+ concentration > 67:671600, 1600 used for statistical calculations

Phosphorus

Orthophosphorus

Orthophosphate-phosphorus is a measure of phosphorus available for plant uptake. Since phosphorus often limits algae growth in lakes, orthophosphate-phosphorus is often used as an indicator of the algae production potential of a lake. Orthophosphorus concentrations are typically very low in lakes (< 0.01 mg/L). Orthophosphorus concentration was below the detection limit, which is typical of Westlake in Summer.

Total Phosphorus

Total phosphorus is a measure of the phosphorus dissolved in the water (ortho-phosphate) plus phosphorus associated with organic complexes, planktonic organisms, and some suspended sediment in the water column. Total phosphorus concentration was 0.18 mg/L. Summertime total phosphorus ranged from <0.1 to 0.33 mg/L from 2004 through 2007.

Hardness

Water hardness is determined primarily by the concentrations of calcium and magnesium in water. Iron and manganese may also contribute to hardness. Hardness is expressed as calcium carbonate equivalents. Because the cations that contribute to water hardness compete with metal ions in some biochemical processes, hardness can be used to predict the toxicity of some metals to fish. Metal toxicity is greater in “soft” water (< 20 mg CaCO_3/L). Consideration of hardness of Westlake is important when algae are managed with copper-containing algaecides. In general, extreme care must be used when treating “soft” water with copper-based algaecides.

Hardness of Westlake was 90 mg CaCO₃/L, which was within the range measured in the lake in the summer previously (78-180 mg/L). Hardness in Westlake has been generally similar to, although more variable than, other Central Valley lakes and within the “hard water” range. Even though hardness is adequate, caution should be exercised when using copper herbicides in Westlake to avoid toxicity to sensitive fish species.

Suspended Solids

Suspended solids are a measure of particulate material in the water column. Particulate matter may include algae and suspended sediments. When compared to other measurements, chlorophyll-a or total phosphorus for example, suspended solids information can provide an indication of the type of material suspended in the water column. Suspended solids concentration was 5.0 mg/L, which was within the range measured previously in the lake in the summer (undetectable to 24 mg/L).

Chlorophyll-a

Algae contain a number of pigments that function in photosynthesis. Measurement of the amount of the green, chlorophyll-a pigment extracted from algae in a water sample provides an indirect indication of the abundance of algae in the water. Summer chlorophyll-a concentrations greater than about 5 to 10 mg/m³ are considered an indication of eutrophic conditions. Chlorophyll-a concentration was 29 mg/m³ on July 31. Summer chlorophyll-a concentrations are typically much higher (93-250 mg/m³) in Westlake, particularly in recent years. The low concentrations in 2008 may relate to the low water temperatures noted previously.

Secchi Transparency

A Secchi disk is a 20-cm, black and white disk that is commonly used for measuring water clarity in lakes. Secchi transparency is a measure the amount of suspended material, *e.g.*, algae cells and sediment, in the water column. A Secchi transparency of 0.5 m has been established as the management objective for Westlake.

The mean Secchi disk transparency was 0.8 m, which was greater than summer transparency in recent years. The high transparency was a result of the low chlorophyll-a concentrations in the lake. The management objective was met.

Phytoplankton

The phytoplankton community was dominated by green algae (Chlorophytaceae), primarily *Sphaerocystus Schroeteri*. The cyanobacteria, *Anabaena wisconsinense*, was the subdominant species present. Cell densities were low in comparison to previous years, possibly due to the low Spring and Summer temperatures in the lake.

Table 3. Historical abundance and dominant species, and phytoplankton community composition in Westlake on July 31, 2008.

Group	Species	Colonies/L	Cells/L	% Total
Bacillariophyceae	Nitzschia acicularis (Kuetzing) W. Smith		40,103	0.2
Chlorophyceae	Kirchneriella lunaris (Kirchner) Moebius		80,207	0.5
	Oocystis lacustris Chodat		120,310	0.7
	Scenedesmus acutiformis Schroeder	200,517	1,203,103	7.0
	Scenedesmus quadricauda var. maximus West & West	280,724	1,122,897	6.6
	Sphaerocystis Shroeteri Chodat	962,483	6,897,793	40.3
	Tetraëdron minimum (A. Braun) Hansgirg		40,103	0.2
			9,464,413	55.4
Cryptophyceae	Cryptomonas erosa Ehrenberg	200,517	2,486,414	14.5
Cyanophyceae	Anabaena wisconsinense Prescott	200,517	5,093,138	29.8
Dinophyceae	Ceratium hirundinella (O.F. Muller) Dujardin		503	0.003
Euglenophyceae	Euglena sanguinea Ehrenberg	503	16,614	0.1
		1,845,261	17,101,185	
Historical Summer Dominants and Abundance				
2007	cyanophytes		75,913,657	
2006	cyanophytes		187,411,034	
2005	cyanophytes		66,676,580	
2004	chlorophytes		3,856,246	
2003	chlorophytes		11,243,101	

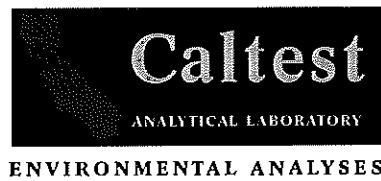
Bacteria

Total coliform bacteria include bacteria that are found in the soil, in water that has been influenced by surface water, and in human or animal waste. *Escherichia coli* is the major species in the fecal coliform group. Of the five general groups of bacteria that comprise the total coliforms, only *E. coli* is generally not found growing and reproducing in the environment. Consequently, measurement of *E. coli* concentration provides the best indicator of potential contamination with human and animal wastes. The national and state standard for recreational water contact in the Central Valley is 126 cfu/100mL. While 1:1 conversion of MPN and cfu concentrations are not exact (Gronewold and Wolpert 2008), MPN of *E. coli* were well below this standard.

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Appendix: Laboratory Report



Tuesday, August 26, 2008

Stuart Perry
American Civil Constructors
6301 Angelo Ct
Suite 1
Loomis, CA 95650

RE: Lab Order: I071098
Project ID: WESTLAKE

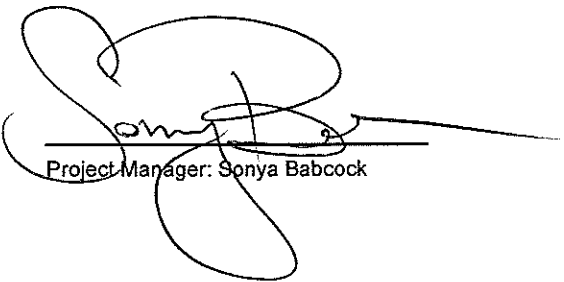
Collected By: Stuart Perry
PO/Contract #:

Dear Stuart Perry:

Enclosed are the analytical results for sample(s) received by the laboratory on Thursday, July 31, 2008. Results reported herein conform to the most current NELAC standards, where applicable, unless otherwise narrated in the body of the report.

If you have any questions concerning this report, please feel free to contact me.

Enclosures



Project Manager: Sonya Babcock



Lab Director: Christine Horn

8/26/2008 12:58

REPORT OF LABORATORY ANALYSIS

Page 1 of 12



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**SAMPLE SUMMARY**

Lab Order: I071098

Project ID: WESTLAKE

Lab ID	Sample ID	Matrix	Date Collected	Date Received
I071098001	WESTLAKE SITE 2	Water	7/31/2008 11:16	7/31/2008 13:45
I071098002	WESTLAKE SITE 1	Water	7/31/2008 11:10	7/31/2008 13:45
I071098003	WESTLAKE SITE 3	Water	7/31/2008 11:22	7/31/2008 13:45





NARRATIVE

Lab Order: I071098

Project ID: WESTLAKE

General Qualifiers and Notes

Caltest authorizes this report to be reproduced only in its entirety. Results are specific to the sample(s) as submitted and only to the parameter(s) reported.

Caltest certifies that all test results for wastewater and hazardous waste analyses meet all applicable NELAC requirements; all microbiology and drinking water testing meet applicable ELAP requirements, unless stated otherwise.

All analyses performed by EPA Methods or Standard Methods (SM) 18th Ed. except where noted.

Caltest collects samples in compliance with 40 CFR, EPA Methods, Cal. Title 22, and Standard Methods.

Dilution Factors (DF) reported greater than '1' have been used to adjust the result, Reporting Limit (RL), and Method Detection Limit (MDL).

All Solid, sludge, and/or biosolids data is reported in Wet Weight, unless otherwise specified.

Laboratory filtration for dissolved metals (excluding mercury) and/or pH analysis was not performed within the 15 minute holding time as specified by 40CFR 136.3 table II.

Results Qualifiers: Report fields may contain codes and non-numeric data correlating to one or more of the following definitions:

ND - Non Detect - indicates analytical result has not been detected.

RL - Reporting Limit is the quantitation limit at which the laboratory is able to detect an analyte. An analyte not detected at or above the RL is reported as ND unless otherwise noted or qualified. For analyses pertaining to the State Implementation Plan of the California Toxics Rule, the Caltest Reporting Limit (RL) is equivalent to the Minimum Level (ML). A standard is always run at or below the ML. Where Reporting Limits are elevated due to dilution, the ML calibration criteria has been met.

J - reflects estimated analytical result value detected below the Reporting Limit (RL) and above the Method Detection Limit (MDL). The 'J' flag is equivalent to the DNQ Estimated Concentration flag.

E - indicates an estimated analytical result value.

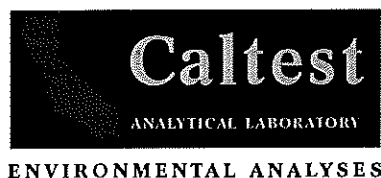
B - indicates the analyte has been detected in the blank associated with the sample.

NC - means not able to be calculated for RPD or Spike Recoveries.

SS - compound is a Surrogate Spike used per laboratory quality assurance manual.

NOTE: This document represents a complete Analytical Report for the samples referenced herein and should be retained as a permanent record thereof.





ANALYTICAL RESULTS

Lab Order: I071098

Project ID WESTLAKE

Lab ID:	I071098001	Date Collected:	7/31/2008 11:16	Matrix:	Water			
Sample ID:	WESTLAKE SITE 2	Date Received:	7/31/2008 13:45					
Parameters	Result Units	R. L.	DF	Prepared	Batch	Analyzed	Batch	Qual
Total Suspended Solids Analysis	Analytical Method:	EPA 160.2 / SM2540D				Analyzed by:	AMS	
Total Suspended Solids	5.0 mg/L	3	1			08/06/08 14:15	BIO 5828	
Chlorophyll A Analysis	Prep Method:	SM20-10200 H			Prep by:	LHK		
	Analytical Method:	SM20-10200 H				Analyzed by:	LHK	
Chlorophyll-A	29 mg/m^3	5.0	1	08/01/08 00:00	BML 3555	08/11/08 00:00	BML 3556	
Total Coliform & E. Coli Analysis	Prep Method:	SM20-9223			Prep by:	CM		
	Analytical Method:	SM20-9223				Analyzed by:	BCP	
E. Coli	1.0 MPN/100 mL	1.0	1	07/31/08 14:17	BML 3561	08/01/08 14:23	BML 3562	
Total Coliform	>2400 MPN/100 mL	1.0	1	07/31/08 14:17	BML 3561	08/01/08 14:23	BML 3562	
Nitrogen, Nitrate-Nitrite Analysis	Analytical Method:	EPA 353.2				Analyzed by:	AL	
Nitrogen, Nitrate-Nitrite	ND mg/L	0.1	1			08/13/08 00:00	WCO 4270	
Phosphate Analysis	Analytical Method:	EPA 365.2 / SM4500E				Analyzed by:	JDC	
Ortho Phosphate as P	ND mg/L	0.1	1			08/01/08 10:15	WCO 4250	
Total Phosphorus as P	0.18 mg/L	0.1	1			08/12/08 00:00	WCO 4267	
Nitrogen, Total Kjeldahl Analysis	Analytical Method:	EPA 351.3 / SM4500C				Analyzed by:	JDC	
Total Kjeldahl Nitrogen	1.8 mg/L	0.1	1			08/13/08 18:06	WET 4530	
Nitrogen, Ammonia (as N)	Analytical Method:	EPA 350.2 / SM4500C				Analyzed by:	NP	
Ammonia (as N)	ND mg/L	0.1	1			08/08/08 00:00	WET 4512	
Hardness, as CaCO3 by Titrimetric	Analytical Method:	EPA 130.2 / SM2340B				Analyzed by:	NP	
Hardness (as CaCO3)	90 mg/L	5	1			08/25/08 00:00	WTI 1605	
Alkalinity, Total Analysis	Analytical Method:	EPA 310.1 / SM2320B				Analyzed by:	JDC	
Alkalinity, Total (as CaCO3)	180 mg/L	10	1			08/12/08 12:00	WTI 1599	
Bicarbonate (as CaCO3)	110 mg/L	10	1			08/12/08 12:00	WTI 1599	
Carbonate (as CaCO3)	64 mg/L	10	1			08/12/08 12:00	WTI 1599	
Hydroxide (as CaCO3)	ND mg/L	10	1			08/12/08 12:00	WTI 1599	

Lab ID: I071098002	Date Collected: 7/31/2008 11:10	Matrix: Water						
Sample ID: WESTLAKE SITE 1	Date Received: 7/31/2008 13:45							
Parameters	Result Units	R. L.	DF	Prepared	Batch	Analyzed	Batch	Qual
Total Coliform & E. Coli Analysis	Prep Method: SM20-9223			Prep by: CM		Analyzed by: BCP		
	Analytical Method: SM20-9223							

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REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Lab Order: I071098

Project ID WESTLAKE

Lab ID: I071098002	Date Collected: 7/31/2008 11:10	Matrix: Water						
Sample ID: WESTLAKE SITE 1	Date Received: 7/31/2008 13:45							
Parameters	Result Units	R. L.	DF	Prepared	Batch	Analyzed	Batch	Qual
E. Coli	ND MPN/100 mL	1.0	1	07/31/08 14:17	BML 3561	08/01/08 14:23	BML 3562	
Total Coliform	1100 MPN/100 mL	1.0	1	07/31/08 14:17	BML 3561	08/01/08 14:23	BML 3562	

Lab ID:	I071098003	Date Collected:	7/31/2008 11:22	Matrix:	Water				
Sample ID:	WESTLAKE SITE 3	Date Received:	7/31/2008 13:45						
Parameters	Result	Units	R. L.	DF	Prepared	Batch	Analyzed	Batch	Qual
Total Coliform & E. Coli Analysis	Prep Method:	SM20-9223			Prep by:	CM			
	Analytical Method:	SM20-9223					Analyzed by:	BCP	
E. Coli	1.0	MPN/100 mL	1.0	1	07/31/08 14:17	BML 3561	08/01/08 14:23	BML 3562	
Total Coliform	>2400	MPN/100 mL	1.0	1	07/31/08 14:17	BML 3561	08/01/08 14:23	BML 3562	





QUALITY CONTROL DATA

Lab Order: I071098

Project ID: WESTLAKE

Analysis Description:	Total Suspended Solids Analysis	QC Batch:	BIO/5828
Analysis Method:	EPA 160.2 / SM2540D	QC Batch Method:	EPA 160.2 / SM2540D

METHOD BLANK: 227863

Parameter	Blank Result	Reporting Limit Units	Qualifiers
Total Suspended Solids	ND	3 mg/L	

LABORATORY CONTROL SAMPLE: 227864

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Total Suspended Solids	mg/L	500	490	98	80-120	

SAMPLE DUPLICATE: 228148

Parameter	Units	1080222001 Result	DUP Result	RPD	Max RPD	Qualifiers
Total Suspended Solids	mg/L	44	24	59	20	1

Analysis Description:	Chlorophyll A & Phaeophytin Analysis	QC Batch:	BML/3555
Analysis Method:	SM20-10200 H	QC Batch Method:	SM20-10200 H

METHOD BLANK: 227087

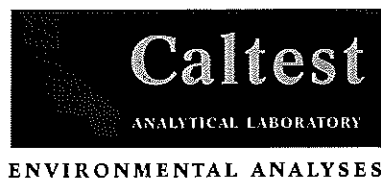
Parameter	Blank Result	Reporting Limit Units	Qualifiers
Chlorophyll-A	ND	5.0 mg/m ³	

Analysis Description:	Total Coliform & E. Coli Analysis	QC Batch:	BML/3561
Analysis Method:	SM20-9223	QC Batch Method:	SM20-9223

METHOD BLANK: 227252

Parameter	Blank Result	Reporting Limit Units	Qualifiers
E. Coli	ND	1.0 MPN/100	





QUALITY CONTROL DATA

Lab Order: I071098

Project ID: WESTLAKE

Analysis Description: Total Coliform & E. Coli Analysis
 Analysis Method: SM20-9223

QC Batch: BML/3561
 QC Batch Method: SM20-9223

Analysis Description: Phosphate Analysis
 Analysis Method: EPA 365.2 / SM4500E

QC Batch: WCO/4250
 QC Batch Method: EPA 365.2 / SM4500E

METHOD BLANK: 227236

Parameter	Blank Result	Reporting Limit Units	Qualifiers
Ortho Phosphate as P	ND	0.1 mg/L	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 227240 227241

Parameter	Units	I071096001 Result	Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limit	RPD	Max RPD	Qualifiers
Ortho Phosphate as P	mg/L	0.01	0.2	0.21	.21	99	98	90-110	0.5	20	

Analysis Description: Phosphate Analysis
 Analysis Method: EPA 365.2 / SM4500E

QC Batch: WCO/4267
 QC Batch Method: EPA 365.2 / SM4500E

METHOD BLANK: 228950

Parameter	Blank Result	Reporting Limit Units	Qualifiers
Total Phosphorus as P	ND	0.1 mg/L	

LABORATORY CONTROL SAMPLE: 228951

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Total Phosphorus as P	mg/L	1	1	101	90-110	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 228952 228953

Parameter	Units	I071014008 Result	Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limit	RPD	Max RPD	Qualifiers
Total Phosphorus as P	mg/L	0.18	1	1.2	1.2	102	101	90-110	0.6	20	





QUALITY CONTROL DATA

Lab Order: I071098

Project ID: WESTLAKE

Analysis Description: Nitrogen, Nitrate-Nitrite Analysis	QC Batch: WCO/4270
Analysis Method: EPA 353.2	QC Batch Method: EPA 353.2

METHOD BLANK: 229203

Parameter	Blank Result	Reporting Limit Units	Qualifiers
Nitrogen, Nitrate-Nitrite	ND	0.1 mg/L	

LABORATORY CONTROL SAMPLE: 229204

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Nitrogen, Nitrate-Nitrite	mg/L	1	1	100	90-110	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 229205 229206

Parameter	Units	I070986015 Result	Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limit	Max RPD	Qualifiers
Nitrogen, Nitrate-Nitrite	mg/L	0.091	2	2.1	2.1	100	102	90-110	1.8 20	

Analysis Description: Nitrogen, Ammonia (as N)	QC Batch: WET/4512
Analysis Method: EPA 350.2 / SM4500C	QC Batch Method: EPA 350.2 / SM4500C

METHOD BLANK: 228453

Parameter	Blank Result	Reporting Limit Units	Qualifiers
Ammonia (as N)	ND	0.1 mg/L	

LABORATORY CONTROL SAMPLE: 228454

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Ammonia (as N)	mg/L	5	4.9	99	90-110	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 228455 228456

Parameter	Units	I071097001 Result	Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limit	Max RPD	Qualifiers
Ammonia (as N)	mg/L	0	5	4.9	4.9	97	98	90-110	0.9 20	

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REPORT OF LABORATORY ANALYSIS

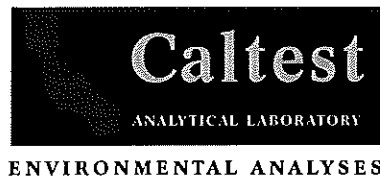
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QUALITY CONTROL DATA

Lab Order: I071098

Project ID: WESTLAKE

Analysis Description: Nitrogen, Total Kjeldahl Analysis	QC Batch: WET/4530
Analysis Method: EPA 351.3 / SM4500C	QC Batch Method: EPA 351.3 / SM4500C

METHOD BLANK: 229288

Parameter	Blank Result	Reporting Limit Units	Qualifiers
Total Kjeldahl Nitrogen	ND	0.1 mg/L	

LABORATORY CONTROL SAMPLE: 229289

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Total Kjeldahl Nitrogen	mg/L	5	5.1	102	90-110	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 229290 229291

Parameter	Units	I071098001 Result	Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limit	Max RPD	Qualifiers
Total Kjeldahl Nitrogen	mg/L	1.8	5	6.9	6.9	102	101	90-110	0.3 20	

Analysis Description: Alkalinity, Total Analysis	QC Batch: WTI/1599
Analysis Method: EPA 310.1 / SM2320B	QC Batch Method: EPA 310.1 / SM2320B

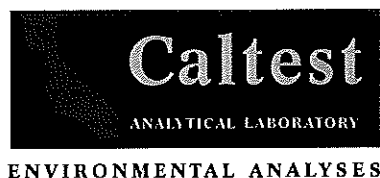
METHOD BLANK: 229060

Parameter	Blank Result	Reporting Limit Units	Qualifiers
Alkalinity, Total (as CaCO ₃)	ND	10 mg/L	
Bicarbonate (as CaCO ₃)	ND	10 mg/L	
Carbonate (as CaCO ₃)	ND	10 mg/L	
Hydroxide (as CaCO ₃)	ND	10 mg/L	

LABORATORY CONTROL SAMPLE: 229061

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Alkalinity, Total (as CaCO ₃)	mg/L	100	94	94	80-120	
Bicarbonate (as CaCO ₃)	mg/L	100	94	94	80-120	





QUALITY CONTROL DATA

Lab Order: 1071098

Project ID: WESTLAKE

Analysis Description: Alkalinity, Total Analysis

QC Batch: WTI/1599

Analysis Method: EPA 310.1 / SM2320B

QC Batch Method: EPA 310.1 / SM2320B

SAMPLE DUPLICATE: 229062

Parameter	Units	1071038001 Result	DUP Result	RPD	Max RPD Qualifiers
Alkalinity, Total (as CaCO ₃)	mg/L	111	110	1.8	20
Bicarbonate (as CaCO ₃)	mg/L	111	110	1.8	20
Carbonate (as CaCO ₃)	mg/L	0	0	0	20
Hydroxide (as CaCO ₃)	mg/L	0	0	0	20

Analysis Description: Hardness, as CaCO₃ by Titrimetric

QC Batch: WTI/1605

Analysis Method: EPA 130.2 / SM2340B

QC Batch Method: EPA 130.2 / SM2340B

METHOD BLANK: 231505

Parameter	Blank Result	Reporting Limit Units	Qualifiers
Hardness (as CaCO ₃)	ND	5 mg/L	

LABORATORY CONTROL SAMPLE: 231506

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Hardness (as CaCO ₃)	mg/L	1000	1000	100	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 231507 231508

Parameter	Units	1080053001 Result	Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limit	Max RPD	Qualifiers
Hardness (as CaCO ₃)	mg/L	110	100	200	200	98	96	80-120	1 20	





QUALITY CONTROL DATA QUALIFIERS

Lab Order: 1071098

Project ID: WESTLAKE

QUALITY CONTROL PARAMETER QUALIFIERS

Results Qualifiers: Report fields may contain codes and non-numeric data correlating to one or more of the following definitions:

NS - means not spiked and will not have recoveries reported for Analyte Spike Amounts

NC - means not able to be calculated for RPD or Spike Recoveries.

QC Codes Keys: These descriptors are used to help identify the specific QC samples and clarify the report.

MB - Method Blank

LCS/LCSD - Laboratory Control Spike / Laboratory Control Spike Duplicate

DUP - Duplicate of Original Sample Matrix

MS/MSD - Matrix Spike / Matrix Spike Duplicate

RPD - Relative Percent Difference

%Recovery - Spike Recovery stated as a percentage

- 1 The RPD was high because the sample was not homogenous.





QUALITY CONTROL DATA CROSS REFERENCE TABLE

Lab Order: I071098

Project ID: WESTLAKE

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
I071098001	WESTLAKE SITE 2	EPA 160.2 / SM2540D	BIO/5828		
I071098001	WESTLAKE SITE 2	SM20-10200 H	BML/3555	SM20-10200 H	BML/3556
I071098001	WESTLAKE SITE 2	SM20-9223	BML/3561	SM20-9223	BML/3562
I071098002	WESTLAKE SITE 1	SM20-9223	BML/3561	SM20-9223	BML/3562
I071098003	WESTLAKE SITE 3	SM20-9223	BML/3561	SM20-9223	BML/3562
I071098001	WESTLAKE SITE 2	EPA 365.2 / SM4500E	WCO/4250		
I071098001	WESTLAKE SITE 2	EPA 365.2 / SM4500E	WCO/4267		
I071098001	WESTLAKE SITE 2	EPA 353.2	WCO/4270		
I071098001	WESTLAKE SITE 2	EPA 350.2 / SM4500C	WET/4512		
I071098001	WESTLAKE SITE 2	EPA 351.3 / SM4500C	WET/4530		
I071098001	WESTLAKE SITE 2	EPA 310.1 / SM2320B	WTI/1599		
I071098001	WESTLAKE SITE 2	EPA 130.2 / SM2340B	WTI/1605		





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SAMPLE CHAIN OF CUSTODY

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CLIENT:

American Civil Constructors

MAILING ADDRESS:

6301 Angelo Court Unit #1

Loomis

STATE: CA

ZIP

95650

BILLING ADDRESS:

Same as Above

PHONE #:

(916) 652-9991

FAX PHONE:

(916) 652-9122

SAMPLER (PRINT & SIGN NAME)

Stuart Perry, *[Signature]*

PROJECT NAME / PROJECT NUMBER

Westlake

REPORT TO:

Stuart Perry

P.O. #

LAB ORDER #

707/098

ANALYSED REQUESTED

TURN-AROUND TIME

☒ STANDARD

☐ RUSH

DUE DATE:

REMARKS

CALLIST LAB #	DATE SAMPLED	TIME SAMPLED	SAMPLE MATRIX	CONTAINER TYPE/ AMOUNT	PRESERVATIVE	SAMPLE IDENTIFICATION / SITE	CLIENT LAB #	COMP. or GRAB	CHLOROPHYLL A	ALK, TSS, ORTHO PHOS	HARDNESS	TOTAL PHOS, TKN, NH3	NO3+NO2N	TOTAL COLIFORM AND ECOLI by Quantifile
-1	7/31/08	1116	AQ	APL	NONE	Westlake, Site 2		X						
			AQ	QT	NONE	" "		X						
			AQ	HPT	HNO3	" "			X					
			AQ	QT	H2SO4	" "				X	X			
-2	7/31/08	1110	AQ	B4	THIO	Westlake, Site 1							X	
-1		1115	AQ	B4	THIO	" "							X	
-3		1122	AQ	B4	THIO	" "							X	

RELINQUISHED BY

DATE/TIME

RECEIVED BY

RELINQUISHED BY

DATE/TIME

RECEIVED BY

FOR LAB USE ONLY

Sample:	WC	MICRO	BIO	AA	SV	VOA	pH	VIN	TEMP	SEALED	INTACT	DATE/TIME	RECEIVED BY
BD:	BIO	WC	AA										
CC:	AA	SV	VOA										
SL:	HP	PT	QT	VOA									
WHNO ₃	H ₂ SO ₄	NH ₄ OH											
PH:	HNO ₃	H ₂ SO ₄	NH ₄ OH	HCL									

MATRIX: AQ = Aqueous Nondrinking Water, Digested Metals; FE = Low R.L.s, Aqueous Nondrinking Water, Digested Metals; DW = Drinking Water; SL = Soil Sludge, Solid; FP = Free Product

***CONTAINER TYPES:** AL = Amber Lier; AHL = 500 ml Amber; PT = Pin (Plastic); QT = Quert (Plastic); HG = Half Gallon (Plastic); SJ = Soil Jar; B4 = 4oz BACT; BT = Brass Tube; VOA = 40ml VOA; OTC = Other Type Container

R. PR. M. F.