

WAO NO. \_\_\_\_\_

**AN ORDINANCE ADDING CHAPTER 2.81, TITLE 2  
OF THE SACRAMENTO COUNTY WATER AGENCY CODE RELATING  
TO THE SUPPLEMENTAL DRAINAGE FEE IN THE  
NORTH VINEYARD STATION SPECIFIC PLAN AREA**

The Board of Directors of the Sacramento County Water Agency ordains as follows:

SECTION 1. Chapter 2.81, Title 2, of the Sacramento County Water Agency Code is hereby added to read as follows:

**2.81.005 FINDINGS OF FACT.**

(a) The Sacramento County Board of Supervisors adopted the North Vineyard Station Specific Plan (“NVSSP”) Public Facilities Financing Plan dated November 10, 2004, including estimated cost of drainage facilities required for the development project. The drainage components of the plan are necessarily a Sacramento County Water Agency fee and are herewith updated pursuant to the real estate value study (Exhibit V) and other costs including Army Corps of Engineers permit requirements and various appurtenant facilities related to the phased nature of the drainage development program. A Supplemental Drainage Fee is required to fund those listed items not funded by Zone 11A of the Sacramento County Water Agency.

(b) The Board hereby finds that the development and construction within the NVSSP Area will result in coverage of land with impervious surfaces, including, but not limited to, pavements, building roofs, driveways and parking areas. The reduction in the pervious land area and more efficient drainage due to construction of storm drains and channel improvements will result in a reduction of the infiltration of storm rainfall, causing an increase in the flow rate of storm water runoff, an increase in the volume of storm water runoff for certain storm events, disruption of aquatic habitat, and storm water quality degradation.

(c) The Board hereby finds that the development described in the NVSSP will require construction of the drainage facilities described in the NVSSP Public Facilities Financing Plan and the NVSSP Drainage Study, both adopted by the Board of Supervisors.

**2.81.010 PURPOSE.**

(a) The Sacramento County General Plan requires that areas chosen for urban expansion shall be capable of being provided within a reasonable period of time with an adequate level of public facilities, including drainage facilities.

(b) The General Plan further requires the preparation of a plan that identifies a mechanism for financing those facilities necessary to serve urban development in areas designated for urban expansion. The general plan also contains additional policies for providing adequate drainage facilities.

(c) The purpose of this Chapter is to implement the General Plan requirements set forth in subdivisions (a) and (b) of this section and to use the authority in Article XI, Section 7 of the California Constitution by imposing development fees to fund the estimated cost of certain drainage facilities and services the need for which is directly or indirectly generated by the type and level of development proposed in the North Vineyard Station Public Facilities Financing Plan (hereinafter in some instances referred to as “North Vineyard Station PFFP”) area.

(d) It is also the purpose of this Chapter to require that adequate provision is made for developer financed drainage facilities within the North Vineyard Station PFFP area prior to approval of certain plans and permits within said area.

#### **2.81.020 DEFINITIONS.**

- “Agency” means the Sacramento County Water Agency.
- “Agency Engineer” means the Director of the Sacramento County Department of Water Resources.
- “Board” means the Board of Directors of the Sacramento County Water Agency.
- “Costs” means amounts spent, or authorized to be spent, in connection with the planning, financing, acquisition and development of a facility including, without limitation, the cost of land, construction, engineering, administration, and consulting fees.
- “County” means the County of Sacramento.
- “Drainage Facilities” means those trunk drainage facilities designated in the Drainage Master Plan and the Nexus Study or Drainage Fee Study for this Fee.
- “Drainage Master Plan” means the Drainage Master Plan report by Wood-Rodgers Engineering, dated January 2003, including any amendments thereto, and included by reference in the North Vineyard Station PFFP.
- “Improvement Plan” means the site plan of property proposed for development showing all required improvements that must be approved by the Municipal Services Agency pursuant to Chapter 12.03 of the Sacramento County Code prior to the issuance of a building permit for the property.
- “North Vineyard Station Drainage Fee Study” means the study, including any amendments thereto, adopted by the Board for the financing of designated drainage facilities to serve the North Vineyard Station PFFP area, including, but not limited to a designation of those facilities to be constructed with the development fees collected pursuant to this Chapter, the approximate schedule for construction, the estimated cost of constructing the facilities and the total number of developable acres affected within the North Vineyard Station PFFP area.
- “North Vineyard Station Public Facilities Financing Plan” means the plan, including any amendments thereto, adopted by resolution by the Sacramento County Board of Supervisors for the financing of designated facilities to serve the North Vineyard Station PFFP area, including, but not limited to, a designation of those facilities to be constructed with the development fees collected pursuant to this Chapter, the schedule for commencement of construction, the estimated cost of constructing the facilities, and the total number of developable acres within the North Vineyard Station PFFP area.
- “North Vineyard Station Public Facilities Financing Plan Area” means all property located within the geographic area comprising the North Vineyard Station PFFP area. The NVSSP is approximately 1578 acres in size and is bounded by Florin Road on the north, Gerber Road on the south, the extension of Vineyard Road on the east, and Elder Creek (west side, top of channel) which roughly constitutes the western border. A legal description of this property is on file with the Clerk of the Board of Supervisors and is by this reference herein incorporated.
- “North Vineyard Station Supplemental Drainage Fund” means that special interest-bearing trust fund established pursuant to Section 2.81.030.
- “NVSSP” Abbreviation for the North Vineyard Station Specific Plan Area.
- “PFFP” Abbreviation for the North Vineyard Station Public Facilities Finance Plan as approved by the Sacramento County Board of Supervisors November 10, 2004.
- “Schedule D” – Credit unit prices listed for Zone 11A creditable facilities, as updated annually.

- “Supplemental Drainage Fee” means the fee required by this Chapter to be a condition on changes of land use zones and to be collected upon approval of building permits within the North Vineyard Station PFFP area.
- “Value/Valuation Study” – Valuation Study for North Vineyard Station Community Plan prepared by Pattison & Associates, Inc., dated April 28, 2005 (with clarification memorandum dated May 17, 2005). The basis for real estate valuation in this Fee Plan and hereby agreed to be reasonable.
- “Zone 11A” – A zone of the Sacramento County Water Agency Title 1 and 2, in which the North Vineyard Station Plan Area lies, established for the development of trunk drainage facilities, and the Zone 11A Fee Plan and Engineer’s Report dated August 16, 2004 (and as subsequently updated).

**2.81.030 ESTABLISHMENT AND ADMINISTRATION OF NORTH VINEYARD STATION SUPPLEMENTAL DRAINAGE MITIGATION FUND.**

(a) There is hereby created by the Agency a special interest-bearing fund entitled the North Vineyard Station Supplemental Drainage Fund. All drainage development fees collected pursuant to this Chapter shall be placed in said fund and shall be expended solely to pay the costs of drainage facilities located within the North Vineyard Station PFFP Area, and downstream on Elder Creek as identified in the Drainage Master Plan.

(b) The North Vineyard Station Supplemental Drainage Fund shall be a discrete financial component of Zone 11A of the Sacramento County Water Agency.

(d) Any fund or funds required to be established and maintained herein may be established and maintained in the accounting records either as an account or fund, and may, for the purpose of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or fund. All such records with respect to such fund shall be at all times maintained in accordance with sound accounting practice.

**2.81.040 PAYMENT OF SUPPLEMENTAL DRAINAGE DEVELOPMENT FEE.** -All fees required by this Chapter shall be paid prior to or concurrently with the (1) issuance of a building permit or (2) approval of improvement plans by the County, whichever occurs first.

**2.81.050 PAYMENT OF DEVELOPMENT FEES.**

(a) The fees imposed pursuant to this Chapter shall be paid by the property owner to the Agency in an amount calculated pursuant to section 2.81.080. The fees shall be calculated at the time of approval of improvement plans and shall be paid upon approval of improvement plans. For projects that are subject to building permits, but not improvement plan approval, the fees shall be both calculated and paid upon issuance of the building permits.

(b) For property for which the development fees established by this Chapter were previously paid pursuant to this Section or pursuant to an interim fee agreement adopted by the Board at the time of improvement plan approval, said development fees already collected shall not be refunded for the purpose of later payment at time of building permit approval. Adjustments to said fees pursuant to the terms of such interim fee agreements shall be provided.

**2.81.060 ADOPTION AND COMPLIANCE WITH SCHEDULE OF NORTH VINEYARD STATION PUBLIC FACILITIES FINANCING PLAN.**

(a) The Board of Directors shall by resolution adopt the North Vineyard Station Drainage Fee Study.

(b) With the exception of facilities approved by the Agency Engineer for construction by a property owner pursuant to section 2.81.110, all facilities shall be constructed in accordance with the schedule established in the North Vineyard Station Drainage Fee Study adopted by the Board.

(c) Within one hundred and eighty (180) days after the last day of the fiscal year, the Agency shall make available to the public the information required by Government Code section 66006.

(d) The Board shall review the North Vineyard Station Drainage Fee Study at least every five years, or more often if it deems it appropriate, and make any finding required by Government Code section 66001. The Board may amend the fee by resolution at its discretion.

#### **2.81.070 ESTABLISHMENT OF SUPPLEMENTAL DRAINAGE FEES.**

A separate development fee is hereby established for supplemental drainage facilities within the North Vineyard Station Specific Plan Area. The foregoing drainage fees shall apply uniformly throughout the North Vineyard Station PFFP area, based on development type.

#### **2.81.080 CALCULATION OF DEVELOPMENT FEES.**

(a) The development fees set forth in sections 2.81.040 shall be as shown on the fee schedule for the North Vineyard Station Supplemental Drainage Fee.

(b) The fees and credits will be adjusted annually.

(c) The supplemental drainage fee is based on the North Vineyard Station PFFP, Real Estate Valuation Study by Pattison & Associates dated April 28, 2005 (with clarification dated May 17, 2005), construction costs provided by MacKay and Soms Engineering, and environmental costs provided by ECORP.

#### **2.81.090 ALTERNATIVE METHOD AND COMPLIANCE WITH OTHER LAWS.**

This Chapter is intended to establish a supplemental method for funding the cost of certain facilities and services the need for which will be generated by the level and type of development proposed in the North Vineyard Station PFFP area. The provisions of this Chapter shall not be construed as limiting the power of the Board to impose any other fees or exactions or to continue to impose existing ones, on development within the North Vineyard Station PFFP area, but shall be in addition to any other requirements which the Board is authorized to impose, or has previously imposed, as a condition of approving plans, re-zoning or other entitlements within the North Vineyard Station PFFP area pursuant to state and local laws. In particular, individual property owners shall remain obligated to fund, construct, and/or dedicate the improvements, public facilities and other exactions required by, but not limited to: (a) the Sacramento County Municipal Services Agency Improvement Standards; (b) the Quimby Act (Government Code section 66477 et seq.) and implementing ordinances (Chapter 22.40 of the Sacramento County Code); (c) school impact fees (Government Code sections 65970 et seq.) and implementing ordinances (Chapter 16.50 of the Sacramento County Code); and, (d) other drainage fees imposed by this Code.

#### **2.81.100 CREDIT OF FEES.**

(a) A property owner may be entitled to a credit against any fees or charges due pursuant to this Chapter if the following conditions are met: (1) the property owner has constructed drainage facilities or performed environmental mitigation which was required as part of the NVSSP Supplemental Drainage Fee Study; (2) such facilities were designed to serve a watershed area of thirty acres or greater; (3) such facilities were required by the Agency in connection with development or new construction within the NVSSP Area; and (4) in the case of constructed facilities, such facilities were constructed pursuant to improvement plans approved by the Agency Engineer.

(b) The credit allowed pursuant to this section shall be allowed against the fees required to be paid as described in Section 2.81.040 hereof. No credit allowed pursuant to this section shall be transferred to other parcels.

(c) Acquisition of channel and associated open space corridor shall be dedicated in exchange for a credit agreement against NVSSP Supplemental Drainage Fees.

(d) The increased cost of land associated with the storm water detention basins, as provided in the Fee Plan Study, shall be compensated with a credit agreement against NVSSP Supplemental Drainage Fees.

### **2.81.110 CREDITS –MEASUREMENT AND PAYMENT.**

The Sacramento County Water Agency will issue Credit Agreements for items listed below. The credits authorized for the construction of drainage facilities shall be computed for each category of work as follows:

(a) Riparian Landscaping and Enhancement shall be per the plan developed by ECORP. Riparian Landscaping – Credits will be based on trees and shrubs planted, including irrigation and all appurtenances pursuant to the planting plan paid at unit price per each. Riparian Enhancement – Credits will be paid at unit price measured and paid per lineal foot of channel (measured at the center of the 2-year water surface) and per lineal foot of basin perimeter (measured at the water 100-year surface). There shall be no additional allowance for irrigation, establishment, or replanting.

(b) Erosion Control - Credits for all erosion control and stabilization measures needed to establish the riparian landscaping and enhancements and the hydroseeding (paid by Zone 11A, Schedule D) will be based on actual cost not to exceed the amount listed on the credit schedule per lineal foot of channel (measured at the center of the 2-year water surface)

(c) Lineal Water Quality Features – Credits will be lump sum as listed on Table 1 and only at those designated reaches of Elder and Gerber Creek.

(d) Low Flow Driveway Crossing - Credits will be only at those designated reaches of Elder and Gerber Creek paid at unit prices listed on Schedule D.

(e) Box Culvert - Credits will be paid at unit price per Schedule D for structural concrete, only, located at those designated sites on Elder and Gerber Creek.

(f) Temporary Pump Station - Credits will be lump sum, verified actual cost, not to exceed the amounts listed on Table 1, and only at those designated detention basins.

(g) Remove Temporary Pump Stations – Credits will be lump sum verified actual cost not to exceed the amounts listed on Table 1, and only at those designated detention basins. The pumps shall be the property of The Sacramento County Water Agency.

(h) Construct Temporary Weirs – Credits will be per Schedule D, not to exceed the amount provided on Table 1.

(i) Channel Land Acquisition- Credits will be the amount shown on Channel Land Acquisition Schedule, Table 1 and no additional amount shall be allowed.

(j) Additional Amount for Basin Land Acquisition- Credits will be the amount shown on the Basin Land Acquisition Schedule, Table 6 and no additional amount shall be allowed.

(k) Right of Way Acquisition Assistance – Credits will be based on actual costs not to exceed amounts shown on Table 1.

(l) Engineering – Credit will be 8% of the credit provided for above listed constructed items only, as shown on Table 1.

### **2.81.120 PROCEDURE FOR CREDITS.**

(a) Any person desiring credits for the items listed in Section 2.81.110 shall, prior to approval of improvement plans, execute an agreement with the Agency authorizing tentative credits

("credit agreement"). The Board of Directors must approve credit agreements in an amount in excess of \$100,000. The Agency Engineer may approve credit agreements in an amount of \$100,000 or less.

(b) Tentative credits may be allocated prior to execution of the Credit Agreement, in order to subtract credits from fees at the time fees are due. The person receiving tentative credits shall agree that, if tentative credits allocated exceed the final credits, the excess amount shall be reimbursed to the Agency within 60 days of notice of such amount.

(c) Credit Agreements based on acquisition of real estate may be issued upon transfer of title to the County or to Southgate Recreation and Park District (in accordance with the Preserve Management Agreement). Costs are limited to the amounts provided in the Value Study, plus annual adjustments, per Section 2.81.130.

(d) Credit Agreements based on endangered species mitigation planning and design may be issued upon approval of study, plan, payment of the mitigation fee or upon transfer of title; costs must be specifically demonstrated and the maximum allowable credit is as listed on Table 1.

(e) The person receiving tentative credits shall agree that if the facilities are not accepted by the Agency, all tentative credits allocated shall be reimbursed to the Agency within 60 days of notice of non-acceptance of the facilities.

(f) Apportionment of Credits. Except as set forth in this section, credits shall only be applied against NVSSP Supplemental Drainage Fees and charges due as a result of development or new construction on the parcel(s) served by the trunk drainage facilities for which the credits are given. Credits may not be assigned or apportioned to other parcels (other than child parcels) after the credit agreement is signed.

(g) Credits may only be apportioned to other parcels, within the text of a credit agreement, if the Agency Engineer:

- (1) Is provided with evidence that title to the parcel(s) is held by the individual(s) or firm(s) who are requesting credits;
- (2) Determines that specific proportioning per parcel is adequately described in the credit agreement;
- (3) Determines that the parcel(s) to which such credits are to be apportioned are served by the facilities for which credits are authorized;
- (4) Determines that each property owner is signatory on the credit agreement.

(h) When credits are apportioned, the credit amounts shall be based on the amounts, listed on Table 1, in effect on the date improvement plans are approved for the parcel to which credits have been apportioned.

(i) Assignment of credit agreements. Credit balances may be assigned to a future buyer of undeveloped land by use of an Assignment of Drainage Credits Agreement. Credits run with the land, so assignment of the drainage credit agreement is necessary whenever undeveloped land is subdivided and sold. This Agreement shall include the following: date of the agreement; legal names of assignee and assignor; the parcel number and specific dollar amount of the credits that are being assigned; and indemnification of the County by the assignor.

### **2.81.130 ANNUAL FEE AND CREDIT SCHEDULE ADJUSTMENT.**

This fee and the unit prices for credits and real estate value study shall be revised annually, by the Engineering News Record Construction Cost Index, pursuant to Section 2.50.080 and 2.55.060. No other inflator shall be allowed.

### **2.81.140 PROCEDURE FOR REIMBURSEMENT.**

When all credits are exhausted on the parcels listed on the credit agreement and the items for which credits were issued are completed and accepted by the County and there remains a balance of credits, a reimbursement agreement will be issued. When a reimbursement agreement is made, the payments shall be as follows:

(a) Reimbursement Agreements in an amount less than or equal to \$100,000 will be paid by the Agency within 120-days of the signed Reimbursement Agreement;

(b) Reimbursement Agreements greater than \$100,000 will be paid in equal annual amounts over 10-years with \$100,000 minimum annual payments fully amortized with interest (County Treasury rate as defined in Section 2.10.156);

(c) If the Agency Engineer deems that there is not the financial capability within this fund to make the payments as described above, the payments will be deferred with interest and there shall be no penalty to the Agency.

(d) Reimbursement may only be accelerated upon completion all phases of the project described in this Fee Plan, notwithstanding any provisions or Board approved agreements to the contrary.

#### **2.81.150 PROCEDURE FOR REIMBURSEMENT.**

Excess credits shall only be reimbursed pursuant to the terms of a reimbursement agreement, per Section 2.60.030, executed by the Agency and the person entitled to such credits. Reimbursement shall be amortized pursuant to Section 2.60.050 or until the North Vineyard Station area is fully developed.

#### **2.81.160 EXCESS FUNDS. [Subject to review by Counsel]**

This Fee Plan has a sum of necessary contingency funds that may lead to some fund balance at the conclusion of development of the facilities. It is agreed that it is inappropriate to repay these funds to the individual property owners after final maps are recorded and lots are sold. Therefore, subject to approval of the Sacramento County Water Agency Board, these funds shall be available for other flood control, storm water quality, clean water, erosion control, or environmental mitigation within the Elder and Gerber Creek Watershed.

SECTION 2. This ordinance was introduced and the title thereof read at the regular meeting of the Board of Directors on \_\_\_\_\_ and on \_\_\_\_\_ further reading was waived by the unanimous vote of the Directors present.

This ordinance shall take effect and be in full force on and after thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days from the date of its passage it shall be published once with the names of the members of the Board of Directors voting for and against the same, said publication to be made in a newspaper of general circulation published in the County of Sacramento.

On a motion by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, the foregoing ordinance was passed and adopted by the Board of Directors of the Sacramento County Water Agency, State of California, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by the following vote:

- AYES: Director,
- NOES: Director,
- ABSENT: Director,

\_\_\_\_\_  
Chairperson of the Board of Director  
of Sacramento County Water Agency

(SEAL)

ATTEST: \_\_\_\_\_  
Clerk of the Board of Directors

Attachment: North Vineyard Station Drainage Fee Study, dated         
cc. Michael Peterson, Herb Niederberger, Bill Forrest, Ted Thatcher – Water Resources  
Susan Goetz, Bob Davison – Infrastructure Finance  
Ray Thompson – County Counsel