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**File ID:** 2025-01597

10/21/2025

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**Agreement: Cost Share Agreement for Construction of Lower Beach Lake Overflow Berm Rehabilitation Project [Published for 10-Day Review 10/09/2025]**

File ID: 2025-01597

**Location:** Citywide

**Recommendation:** Adopt a **Resolution:** 1) authorizing the Interim City Manager or designee to execute a Cost Share Agreement with the County of Sacramento and Sacramento Area Sewer District (SacSewer) for an amount not-to-exceed \$1,680,000 for the construction of the Lower Beach Lake Overflow Berm Rehabilitation Project, and continue to October 14, 2025 for approval; and 2) authorizing a budget transfer for the City's share of cost in the amount of \$360,000 from the Drainage Base CIP Contingency Program (W14000200, Fund 6021) and \$200,000 from the Ditch Repair Program (W14120600, Fund 6021) to the Drainage Channel Improvement Program (W14130400, Fund 6021).

**Contact:** Duy Tran, Project Manager, (916) 701-7993, dtran@cityofsacramento.org; Michelle Carrey, Engineering & Water Resources Division Manager, (916) 808-1438, mcarrey@cityofsacramento.org; Sherill Huun, Director, (916) 808-1455, shuun@cityofsacramento.org; Department of Utilities

**Presenter:** None

**Attachments:**

- 1-Description/Analysis
- 2-Agreement
- 3-Resolution

**Description/Analysis**

**Issue Detail:** The City of Sacramento, County of Sacramento, and SacSewer have partnered under a Cost Share Agreement to rehabilitate an overflow berm that separates Lower Beach Lake and Morrison Creek. The agencies mutually agreed to share costs associated with construction and regulatory permit compliance.

The Lower Beach Lake Overflow Berm is a critical asset that provides flood storage and maintains habitat for protected species. The berm is deteriorating and experiencing significant seepage from Lower Beach Lake into Morrison Creek. The deterioration has weakened the berm, which may lead

to structural failure that would harm the nearby SacSewer bufferlands, and hinder the County's ability to manage low flows in Morrison Creek. The seepage is also causing City maintained Drainage Sump 90 to operate excessively, leading to high electrical and maintenance costs. As a result, the three agencies agreed to share the cost for the berm rehabilitation project.

**Policy Considerations:** The proposed agreement exceeds the City Manager's approval authority, requiring Council approval per City Code 3.56.090. This item was posted for 10-day review on October 9, 2025, in compliance with the City Code.

**Economic Impacts:** This infrastructure repair is expected to create 6.72 total jobs (3.864 direct jobs and 2.856 jobs through indirect and induced activities) and create \$1,037,290.8 in total economic output (\$653,812.32 of direct output and another \$383,478.48 of output through indirect and induced activities).

*The indicated economic impacts are estimates calculated using a calculation tool developed by the Center for Strategic Economic Research (CSER). CSER utilized the IMPLAN input-output model (2009 coefficients) to quantify the economic impacts of a hypothetical \$1 million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the City of Sacramento nor CSER shall be held responsible for consequences resulting from such differences.*

**Environmental Considerations:** The Beach Lake Overflow Berm Rehabilitation Project is exempt from California Environmental Quality Act (CEQA) requirements under Sections 15301(b) and 15302 (c) because it consists of the repair, continued maintenance, and minor alteration of the Beach Lake Berm, an existing public facility. The repaired berm would be located at the same site and would have the same purpose and capacity as the existing berm. There would be no expansion of use or capabilities compared to the berm's original design and function. The proposed project would not alter the capacity of the berm as a water management facility.

**Sustainability:** The proposed project is consistent with the 2040 General Plan Goal and Policy PFS-3.1 - Provision of Adequate Utilities as the project provides reliable stormwater drainage utility services.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** The City of Sacramento will serve as the lead agency for the Lower Beach Lake Overflow Berm Rehabilitation Project. Upon approval of the Cost Share Agreement, the City will begin the bid and project delivery process for the project and will provide construction oversight and inspection during construction. Staff will return to Council for approval of the construction contract prior to the start of construction. This collaborative effort ensures timely delivery, regulatory compliance, and protection of shared infrastructure. Approval of this

Recommendation is necessary to maintain flood storage and mitigate environmental impacts.

**Financial Considerations:** Each agency has agreed to an equal cost share not-to-exceed \$560,000. To provide sufficient funding for the City's share, \$360,000 will be transferred from the Drainage Base CIP Contingency Program (W14000200, Fund 6021) and \$200,000 from the Ditch Repair Program (W14120600, Fund 6021) to the Drainage Channel Improvement Program (W14130400, Fund 6021).

There are no General Funds allocated or planned for this project.

**Local Business Enterprise (LBE):** Not applicable.

# CONTRACT ROUTING SHEET

**Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.**

## General Information (Required)

Original Contract # (supplements only): \_\_\_\_\_ Supplement/Addendum #: \_\_\_\_\_  
 Assessor's Parcel Number(s): \_\_\_\_\_  
 Contract Effective Date: \_\_\_\_\_ Contract Expiration Date (if applicable): \_\_\_\_\_  
 \$ Amount (Not to Exceed): \$1,680,000 Adjusted \$ Amount (+/-): \$0  
 Other Party: County of Sacramento, Sacramento Area Sewer District  
 Project Title: Lower Beach Lake Overflow Berm Rehab Construction Cost Share Agreement  
 Project #: W14130404 Bid/RFQ/RFP #: \_\_\_\_\_  
 City Council Approval: YES if YES, Council File ID#: 2025-01597

## Contract Processing Contacts

Department: Utilities Project Manager: Duy Tran Duy Tran (Sep 17, 2025 12:31:02 PDT)  
 Contract Coordinator: Sarah Williams Email: sewilliams@cityofsacramento.org

## Department Review and Routing

<b>Construction Mgmt:</b>		Sep 17, 2025
	(Signature)	(Date)
<b>Supervisor:</b>		Sep 18, 2025
	(Signature)	(Date)
<b>Division Manager:</b>		Sep 19, 2025
	(Signature)	(Date)
<b>Other:</b>		
	<small>Gabriel (Sep 17, 2025 13:34:55 PDT)</small>	<small>Sherri Huan (Sep 25, 2025 17:16:38 PDT)</small>
Fiscal:	O&M:	Director of Utilities:

## Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

**Recording Requested**

**Other Party Signature Required**

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----

**Cost Share Agreement between the City of Sacramento, County of Sacramento and  
Sacramento Area Sewer District for the Construction of the Lower Beach Lake  
Overflow Berm Rehabilitation Project**

THIS AGREEMENT is made and entered into on \_\_\_\_\_, 2025, by and among the Department of Utilities for the City of Sacramento ("City"), a municipal corporation; the County of Sacramento ("County"), a political subdivision of the State of California; and the Sacramento Area Sewer District ("SacSewer"), a county sanitation pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, et. seq. Each of the foregoing agencies is herein referred to in the singular as a "Party" and collectively as the "Parties."

**Recitals**

- A. There is an urgent need to rehabilitate the berm that divides Lower Beach Lake from the Upper Beach Lake/Morrison Creek drainage basin located near Drainage Sump 90 in Sacramento County, south of the City (the "Project"), as shown on Exhibit A.
- B. The City, County and SacSewer entered into the "Cost Share Agreement for Design of Lower Beach Lake Overflow Berm Rehabilitation Project" (the "Original Agreement") dated June 14, 2023, to share the design and environmental permitting costs of the Project. The Parties updated the Original Agreement through the "First Amendment To Cost Share Agreement for Design of Lower Beach Lake Overflow Berm Rehabilitation Project" dated August 7, 2024 ("First Amendment").
- C. The Original Agreement provided that once the 100% engineer's estimate was developed, a new cost share agreement would be executed between the Parties for the construction phase of the Project. The City obtained a 100% engineer's estimate and prepared an estimate of all third-party costs for the construction phase of the Project, as shown on Exhibit B ("Project Construction Costs").

NOW, THEREFORE, the City, County, and SacSewer agree as follows:

- 1. The City agrees to perform the following activities:
  - A. Administer and manage professional services agreements with qualified engineering and environmental firms to provide construction management and environmental monitoring services for the Project in accordance with the City's contracting procedures and requirements.

- B. Administer and manage a construction contract with a qualified contractor to construct the Project in accordance with the City's contracting procedures and requirements.
  - C. Pay the Project Construction Costs and issue detailed itemized invoices to County and SacSewer on a monthly basis, or on such other basis as may be agreed to by the Parties, for reimbursement of Project Costs. The total reimbursement from County and SacSewer for Project Construction Costs shall not exceed \$560,000 per party without amendment of this Agreement.
2. The County agrees to reimburse City one third of the Project Construction Costs actually incurred by the City up to and including the completion of the Project not later than 30 days after receipt of the City's monthly invoices. This total reimbursement amount shall not exceed \$560,000 without amendment of this Agreement.
3. SacSewer agrees to reimburse City one third of the Project Construction Costs actually incurred by the City up to and including the completion of the Project, not later than 30 days after receipt of the City's monthly invoices. This total reimbursement amount shall not exceed \$560,000 without amendment of this Agreement.
4. Upon completion or termination of the Project, the City will prepare an accounting of all costs incurred for the Project. The County and SacSewer shall have the right, during the City's normal business hours, for a period of three (3) years after completion of the Project, to audit the City's books and accounts for the Project Costs billed to County and SacSewer under this Agreement.
5. Each Party shall, to the fullest extent allowed by law, indemnify, hold harmless and defend the other Party or Parties, its directors, officers, agents, employees, and contractors from any actions, liability or other expenses (excluding reasonable attorney fees) for any damages or injury to persons or property, occurring by reason of any negligent or wrongful act or omission by the indemnifying Party, its directors, officers, agents, employees, or contractors under this Agreement.
6. Notices, invoices, payments and other communications under this agreement shall be provided as follows:

To City:                      Duy Tran  
                                     1395 35<sup>th</sup> Ave.  
                                     Sacramento, CA 95822  
                                     (916) 808-5984 / dtran@cityofsacramento.org

To County:                    David Bolen  
                                     827 Seventh Street, Rm 301  
                                     Sacramento, CA 95814  
                                     (916) 874-8645 / bolend@saccounty.gov

To SacSewer: Steve Scott  
8521 Laguna Station Road  
Elk Grove, CA 95758  
(916) 875-9307 / scotts@sacsewer.com

7. The directors, officers, agents, employees, and contractors of a Party shall not be considered to be agents of any other Party in connection with the performance of this Agreement, and shall have no authority, express or implied, to act on behalf of any other Party in any capacity nor to bind any other Party to any obligations whatsoever. All consultants and contractors employed in connection with this Agreement are independent contractors, and the consultant and contractor's officers and employees assigned to perform contract work related to this Agreement are and will remain employees of the consultant and contractor and will not be considered employees of any of the Parties for any reason.

8. This document 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; however, this Agreement does not supersede the Original Agreement and First Amendment. No alteration to the terms of this Agreement shall be valid unless approved in writing by all Parties.

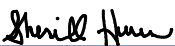
9. The waiver by any Party of a breach of any provision of this Agreement shall not be construed as a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

10. This Agreement is not, and will not be interpreted as, conferring, any benefit or right whatsoever upon any person or entity that is not a Party hereto.

11. This Agreement may be executed in counterparts and shall be deemed executed when it has been signed by all Parties.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
a Municipal Corporation

By   
Sherill Huun (Sep 29, 2025 17:16:38 PDT)  
Interim Director of Utilities

Sep 29, 2025

Approved to as form:

Michael Voss

Sep 22, 2025

City Attorney

Attest:

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

**COUNTY OF SACRAMENTO**

By \_\_\_\_\_

Matt Satow, Director  
Sacramento County Department of Water Resources  
827 7<sup>th</sup> Street Rm 301  
Sacramento, CA 95814

Approved to as form:

William Burke

William Burke (Oct 1, 2025 11:03:59 PDT)

Oct 1, 2025

County Counsel

**SACRAMENTO AREA SEWER DISTRICT**

By \_\_\_\_\_

Christoph Dobson  
District Engineer/General Manager  
Sacramento Area Sewer District  
10060 Goethe Road  
Sacramento, CA 95827

Approved to as form:

\_\_\_\_\_  
SacSewer Counsel



**CITY OF SACRAMENTO**  
A Municipal Corporation

By:

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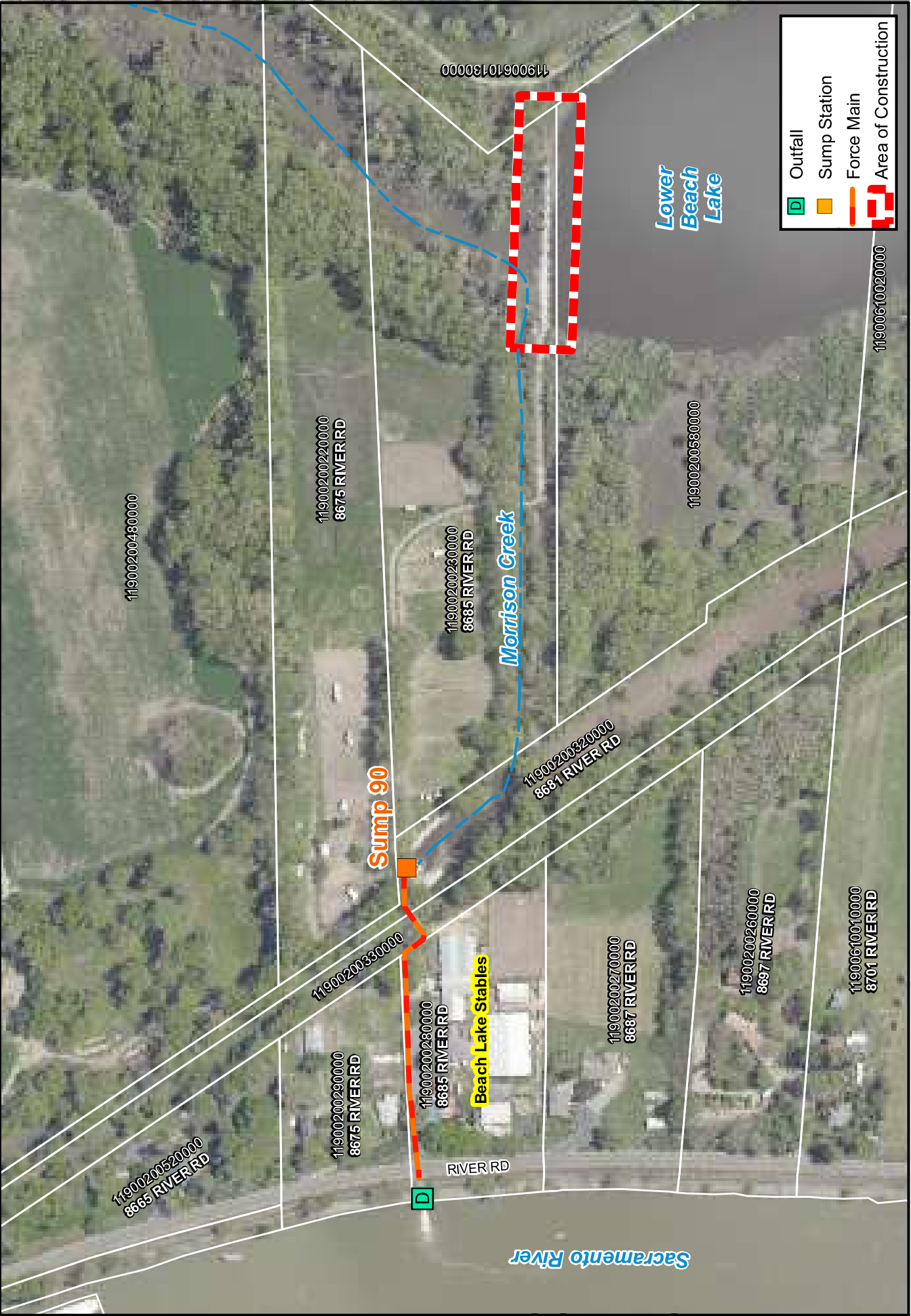
Print Name: Ryan Moore

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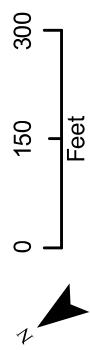
Title: Assistant City Manager

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For: Leyne Milstein, Interim City Manager



**Exhibit A: Sump 90 Berm**  
Location Map



**EXHIBIT B**

**Estimate of Project Costs**

<b>Bid and Award Phase</b>	
Consultant Bid and Award Support	<b>\$25,000</b>
<b>Construction Phase</b>	
Engineers Estimate	<b>\$1,315,000</b>
Engineering Services during Construction (Wood Rodgers)	\$50,000
On-site Biologist Monitor (Ascent)	\$50,000
Resident Engineer	\$36,000
Inspector	\$32,000
Subtotal	<b>\$1,483,000</b>
Contingency (11.5%)	\$172,000
Construction Phase Cost	<b>\$1,655,000</b>
<b>Cost to Project Completion</b>	<b>\$1,680,000</b>
Cost Share per Party	<b>\$560,000</b>

## **RESOLUTION NO. 2025-**

Adopted by the Sacramento City Council

October 14, 2025

### **Lower Beach Lake Overflow Berm Rehabilitation Project**

#### **BACKGROUND**

- A. The Lower Beach Lake Overflow Berm is a critical asset that provides flood storage and habitat for protected species but is deteriorating and leaking significantly into Morrison Creek.
- B. The berm's deterioration has weakened its structure, risking failure that could damage SacSewer bufferlands and hinder the County's management of low flows in Morrison Creek. Seepage is also causing City Drainage Sump 90 to operate excessively, resulting in high electrical and maintenance costs. Repairs will include removing the concrete cap, excavating riprap, constructing a coffer dam, and installing permanent steel sheet piles with controlled low-strength material to stop seepage and restore the berm.
- C. The City, SacSewer, and Sacramento County will each contribute \$560,000 toward the \$1,680,000 construction cost for the Lower Beach Lake Overflow Berm Rehabilitation Project (W14130400, Fund 6021). To provide sufficient funding for the City's share, \$360,000 will be transferred from the Drainage Base CIP Contingency Program (W14000200, Fund 6021) and \$200,000 from the Ditch Repair Program (W14120600, Fund 6021) to the Drainage Channel Improvement Program (W14130400, Fund 6021).

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The City Manager or designee is authorized to execute a Cost Share Agreement with the County of Sacramento and SacSewer for the construction of the Lower Beach Lake Overflow Berm Rehabilitation Project for a total not-to-exceed budget of \$1,680,000.
- Section 2. The City Manager or designee is authorized to transfer \$360,000 from the Drainage Base CIP Contingency Program (W14000200, Fund 6021) and \$200,000 from the Ditch Repair Program (W14120600, Fund 6021) to the Drainage Channel Improvement Program (W14130400, Fund 6021).

Adopted by the City of Sacramento City Council on October 14, 2025, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Attest:

*The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.*