

City of Sacramento
City Council - 5PM Report
915 I Street Sacramento, CA 95814
www.cityofsacramento.org

File ID: 2025-01643

10/21/2025

Agreement: Cooperative Agreement with Caltrans for Trash Capture Devices [Published for 10-Day Review 10/09/2025]

File ID: 2025-01643

Location: Citywide

Recommendation: Adopt a **Resolution** authorizing the Interim City Manager or designee to: 1) enter into a cooperative agreement with California Department of Transportation (Caltrans) to receive stormwater reimbursement funds from Caltrans to construct trash capture project facilities; and 2) amend the revenue and expenditure budgets in the Drainage Trash Capture Program, Fund 6211 (W14230100-6211) in an amount not-to-exceed \$23,000,000.

Contact: Lisa Moretti, Supervising Engineer, (916) 808-5390, lmoretti@cityofsacramento.org; Michelle Carrey, Interim Engineering & Water Resources Division Manager, (916) 808-1438, mcarrey@cityofsacramento.org; Sherill Huun, Interim Director, (916) 808-1455, shuun@cityofsacramento.org; Department of Utilities

Presenter: None

Attachments:

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

Description/Analysis

Issue Detail: The Department of Utilities (DOU) is requesting authority to execute an agreement with Caltrans to receive stormwater reimbursement funds for the design and construction of trash capture project facilities in an amount not-to-exceed \$23,000,000. The City of Sacramento (City) has identified full capture systems to be installed, operated, and maintained by the City to meet the State Water Resources Control Board adopted statewide Trash Provisions to address the impacts of trash on the beneficial uses of surface waters. These systems are hydraulically connected to, and receive contributing drainage runoff from, Caltrans significant trash generating areas, therefore, Caltrans has agreed to contribute an amount not to exceed \$23,000,000 to the City to fund the capital and support costs for the proposed full capture systems.

Policy Considerations: This project is consistent with the 2040 General Plan Policy PFS-3.1 as it is related to public facilities and safety, including providing reliable water, wastewater, and stormwater drainage service to the City of Sacramento.

The Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to council action. This item was posted for 10-day review on October 9, 2025 as required.

Economic Impacts: None.

Environmental Considerations: The proposed activity is not a project pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15378(b). Entering into an agreement with Caltrans for stormwater reimbursement funds for engineering, design, environmental compliance, permitting, and development of trash capture systems is an administrative and fiscal activity and is not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3). Appropriate environmental review consistent with the requirements of CEQA will be completed prior to specific projects final action.

Sustainability: The proposed project is consistent with the 2040 General Plan by supporting the policy ERC-1 for responsible management of water resources that preserves and enhances water quality and availability by protecting surface water from contamination, as required by federal and State regulations (Goal ER1.3).

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The appropriations would allow DOU to expedite the installation of trash capture devices, further ensuring the City's compliance with State regulations to prevent discharge of trash to waterways. Without this additional funding, the project will be delayed and put on hold until further funds can be identified.

Financial Considerations: The cooperative agreement between the City and Caltrans is for an amount not to exceed \$23,000,000 for the installation of trash capture devices, with Caltrans allocating annual funding in accordance with the cooperative agreement to fund all joint City of Sacramento and Caltrans full trash capture projects. When awarded, staff recommends establishing the reimbursable revenue and expense budgets in the Drainage Trash Capture Program, Fund 6211 (W14230100-6211).

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

Local Business Enterprise (LBE): Not applicable.

Background: The State Water Resources Control Board (Water Board) Trash Provisions require both municipalities and Caltrans to prevent trash greater than 5mm from discharging into waterbodies during a 1-year, 1-hour storm. For the City of Sacramento, the regulatory deadline for this requirement is 2030. The City's Trash Implementation Plan (November 2018) includes installation of large trash full capture systems as a component of the larger plan to meet this regulatory deadline.

The City and Caltrans are required to comply with the Trash Provisions by installing, operating, and maintaining full capture systems (or full capture system equivalency) for storm drains that capture runoff from significant trash generating areas or regulated priority land use areas. The City of Sacramento has identified project locations for large trash full capture systems that are hydraulically connected to and receive contributing drainage runoff from Caltrans significant trash generating areas.

Caltrans, as a watershed stakeholder within the City's jurisdiction, is providing funding to the City of Sacramento to fund the capital and support costs for trash capture at four locations pursuant to California Streets and Highways Code Sections 114 and 130. The City will maintain responsibility for all management, maintenance, and operations of the constructed project. These projects will mutually benefit both the City and Caltrans to meet the Trash Provisions, as well as meet the City's 2040 General Plan goals to protect surface water from contamination by preventing the discharge of trash into waterways.

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): \$23,000,000 Adjusted \$ Amount (+/-): _____
Other Party: Caltrans
Project Title: Cooperative Agreement with Caltrans for Trash Capture Devices
Project #: W14230100 Bid/RFQ/RFP #: _____
City Council Approval: YES if YES, Council File ID#: 2025-01643

Contract Processing Contacts

Department: Utilities Project Manager: Bryan Mahoney 
Contract Coordinator: Robyn Noguchi Email: rnoguchi@cityofsacramento.org

Department Review and Routing

Construction Mgmt:	_____	_____
	(Signature)	(Date)
Supervisor:	<u>Lisa Moretti</u>	<u>Sep 18, 2025</u>
	(Signature)	(Date)
Division Manager:	<u>Mason Cury</u>	<u>Sep 18, 2025</u>
	(Signature)	(Date)
Other:	_____	_____
	(Signature)	(Date)

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-----

COOPERATIVE IMPLEMENTATION AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON _____, (the EFFECTIVE DATE) is between the State of California acting by and through its Department of Transportation, referred to herein as CALTRANS and the City of Sacramento, a body politic and a municipal corporation (chartered City) of the State of California, referred to herein as AGENCY. CALTRANS and AGENCY are together referred to as PARTIES.

RECITALS

1. CALTRANS and AGENCY, pursuant to California Streets and Highways Code (SHC) Sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) as a watershed stakeholder within AGENCY's jurisdiction.
2. As per Attachment D of the Caltrans National Pollutant Discharge Elimination Permit Order 2022-0033-DWQ (NPDES Permit), Section 5.1 and/or Attachment E, Section 3 of the NPDES Permit, CALTRANS and AGENCY may collaboratively implement the NPDES Permit requirements as they have been identified as stakeholders in the Total Maximum Daily Load (TMDL) or contain Significant Trash Generating Areas (STGA) for the City of Sacramento 4-location Large Trash Capture Device project (hereinafter referred to as "PROJECT"). CALTRANS has agreed to contribute an amount not to exceed twenty-three million Dollars (\$23,000,000) to AGENCY for AGENCY to construct the PROJECT, within the regional area under the jurisdiction of AGENCY to comply with the TMDL or to treat STGAs. The NPDES Permit (including Attachments D and E) is located at: www.waterboards.ca.gov/water_issues/programs/stormwater/caltrans.html
3. AGENCY has agreed to implement the PROJECT subject to the terms and conditions of this Agreement including all documents attached hereto that are incorporated herein and hereby made a part of this Agreement (collectively referred to as the AGREEMENT).
4. AGENCY will be responsible for all management, maintenance and operations, including costs of the constructed PROJECT.
5. For NPDES Permit compliance, CALTRANS will claim trash control compliance credit for the Caltrans contributing drainage areas that receives treatment from the PROJECT as granted by the State Water Resources Control Board and Central Valley Regional Water Quality Control Board. CALTRANS intends to use the PROJECT toward Caltrans' demonstration of compliance with interim milestones and final compliance with the NPDES Permit's trash control requirements.
6. Cooperative implementation has the following advantages: cooperative implementation (i) allows for water quality improvement projects off the ROW, at locations that may otherwise have space, access, or safety limitations within the ROW; (ii) provides for the involvement of local watershed partners who have an interest and expertise in the best way to protect, manage, and enhance water quality in the watershed; (iii) allows for implementation of Best Management Practices (BMPs) and other creative solutions not typically available to CALTRANS; (iv) allows for larger watershed-scale projects; and (v) leverages resources from other entities.

7. All services performed by AGENCY pursuant to this AGREEMENT are intended to be performed in accordance with all applicable Federal, State and AGENCY laws, ordinances, and regulations, and with CALTRANS published manuals, policies, and procedures. In case of a conflict between Federal, State and AGENCY laws, ordinances, or regulations, the order of precedence applicability of these laws shall be Federal, State and then AGENCY laws and regulations, respectively.
8. CALTRANS share of PROJECT funding is as follows:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
SHA	State of California	\$23,000,000

SECTION I

All sections of this AGREEMENT including the recitals are enforceable.

1. AGENCY has agreed to implement the PROJECT in accordance with Attachment II-SCOPE SUMMARY. The SCOPE SUMMARY that is attached to and made a part of this AGREEMENT defines in detail the PROJECT's scope of work, description, schedule, location and budget.
2. AGENCY will be responsible for all management, maintenance and operations, including costs of the constructed PROJECT.
3. AGENCY will develop and construct the PROJECT in accordance with the applicable laws, policies, practices, procedures and standards. This applies to all procurements, including land acquisitions, licenses and permits.
4. AGENCY shall prepare initial engineering and geotechnical assessments, and detailed design as well as acquire environmental reviews and right of way (ROW) needed for the PROJECT. This work is equivalent to CALTRANS process of Project Initiation Document (PID), Project Approval & Environmental Document (PA&ED) and Plans, Specification and Estimate (PS&E). AGENCY will pay for, coordinate, prepare, obtain, implement, renew, and amend all permits needed to complete the PROJECT. AGENCY will prepare CEQA environmental documentation to meet California Environmental Quality Act (CEQA) requirements.
5. AGENCY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code and will be responsible for the administration, acceptance, and final documentation of the construction contract.
6. CALTRANS shall reimburse AGENCY for actual costs of the PROJECT not exceeding the amount set forth in Section 8 below.
7. CALTRANS shall have the right to inspect the PROJECT work to be performed hereunder at any time during its progress and to make final inspection upon completion thereof. Failure of CALTRANS to object within 30 days after final inspection shall indicate satisfactory performance of this AGREEMENT by AGENCY.
8. The total amount CALTRANS will reimburse to AGENCY pursuant to this AGREEMENT shall not exceed \$23,000,000 ("Contract Sum"). Costs incurred by AGENCY for PROJECT work under this AGREEMENT in excess of the Contract Sum will be borne by AGENCY. It is understood and agreed that this AGREEMENT fund limit is an estimate, and that CALTRANS will only reimburse the cost of services actually rendered as authorized by the CALTRANS Contract Manager or designee at or below the fund limitation amount set forth in this AGREEMENT and in accordance with the Budget included in Attachment II.
9. All administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created or utilized for the PROJECT will be held in confidence to the extent permitted by law, and where applicable, the provisions of California Government Code section 7921.505 shall govern the disclosure of such documents in the event said documents are shared between the PARTIES. Parties will not distribute, release, or share said documents with anyone without prior written consent of the

party authorized to release said documents except: (i) to employees, agents, and consultants who require access to complete the work described within this AGREEMENT; or (ii) where release is required or authorized by law.

10. HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to Federal or State law, whether it is disturbed by the PROJECT or not. HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to Federal or State law, only if disturbed by the PROJECT.
 11. CALTRANS, independent of the PROJECT costs, is responsible for any HM-1 found within existing CALTRANS ROW. CALTRANS will undertake HM-1 management activities with minimum impact to the PROJECT schedule and will pay all costs associated with HM-1 management activities.
 12. CALTRANS has no responsibility for management activities or costs associated with HM-1 found outside the CALTRANS existing ROW. AGENCY, independent of PROJECT costs, is responsible for any HM-1 found within PROJECT limits outside existing CALTRANS ROW, and will pay, or cause to be paid, all costs associated with HM-1 management activities. AGENCY will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to the PROJECT schedule.
 13. If HM-2 is found within the limits of the PROJECT, the AGENCY responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities. Any management activity cost associated with HM-2 is a PROJECT construction cost.
 14. This AGREEMENT may only be amended or modified by mutual written agreement of the PARTIES.
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SECTION II- GENERAL PROVISIONS

1. TERMINATION

- A. This AGREEMENT may be terminated by the PARTIES upon mutual written agreement. In the event of a termination CALTRANS will reimburse AGENCY all allowable, authorized, and non-cancelable obligations and costs incurred by AGENCY prior to the termination.
- B. CALTRANS reserves the right to terminate this AGREEMENT before the AGENCY awards the PROJECT construction contract or begins to do project work. CALTRANS will reimburse AGENCY reasonable, allowable, authorized and non-cancelled costs up to the date of termination that are attributable to the PROJECT.
- C. This AGREEMENT will terminate upon completion of PROJECT when all PARTIES have met all scope, cost, and schedule commitments included in this AGREEMENT and have signed a closure statement, which is a document signed by the PARTIES that verifies the completion of PROJECT, except that all indemnification, document retention, audit, claims, environmental commitment, pending legal challenge, hazardous material, operation, maintenance and ownership provisions of this AGREEMENT will remain in effect until terminated or modified by mutual written agreement. The PARTIES acknowledge that small trash capture devices typically have a service life of approximately 20 years and large trash capture devices have a service life of approximately 30 years. After the devices installed by the PROJECT have reached the end of their useful life, the PARTIES agree to negotiate in good faith for the termination or modification of this AGREEMENT by mutual written agreement.
- D. AGENCY has sixty (60) days after the date this AGREEMENT is terminated or expires, or such other time agreed upon in writing by the PARTIES, to submit invoices to CALTRANS to make final allowable payments for PROJECT costs in accordance with the terms of this AGREEMENT. Failure to submit invoices within this period may result in a waiver by AGENCY of its right to reimbursement of expended costs.

2. BUDGET CONTINGENCY CLAUSE

All obligations of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, and the State Budget Act authority. It is mutually agreed that if the State Legislature does not appropriate sufficient funds for the program, this AGREEMENT shall be amended if possible to reflect any reduction in funds, but nothing herein obligates the PARTIES to provide additional funding or proceed if sufficient funding is unavailable.

3. ALLOWABLE COST, PAYMENTS AND INVOICING

- A. The method of payment for this AGREEMENT will be based on actual allowable costs. CALTRANS will reimburse AGENCY for expended actual allowable direct costs and indirect costs, including, but not limited to labor costs, employee benefits, travel (overhead is reimbursable only if the AGENCY has an approved indirect costs allocation plan) and

contracted consultant services costs incurred by AGENCY in performance of the PROJECT work, not to exceed the Contract Sum of the PROJECT.

- B. Reimbursement of AGENCY expenditures will be authorized only for those allowable costs actually incurred by AGENCY in the performance of the PROJECT work. AGENCY must not only have incurred the expenditures on or after the EFFECTIVE DATE of this AGREEMENT and before the date it is terminated or expires, but must have also paid for those costs to claim any reimbursement.
- C. PARTIES will agree upon CALTRANS' annual reimbursement of the PROJECT costs, throughout its duration. Total reimbursement will not exceed the Contract Sum (as defined in Section I above). The encumbered funds are to be expended and invoiced to CALTRANS by AGENCY by May 1 of the third fiscal year from the fiscal year CALTRANS encumbered them. Any funds encumbered, but not expended by the end of the third fiscal year, will not be reimbursed to AGENCY by CALTRANS.
- D. Travel, per diem, and third-party contract reimbursements are PROJECT costs only after those hired by AGENCY to participate in the PROJECT incur and pay those costs. Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources rules current at the EFFECTIVE DATE of this AGREEMENT.
- E. CALTRANS will reimburse AGENCY for all allowable PROJECT costs no more frequently and no later than monthly in arrears and as promptly as CALTRANS fiscal procedures permit upon receipt of itemized signed invoices. Invoices shall reference this AGREEMENT Number and shall be signed and submitted electronically to the Contract Manager at the following address:

ken.johansson@dot.ca.gov cc: kriti.uppal@dot.ca.gov

If electronic submittal is not possible, mail invoice to:

California Department of Transportation
Division of Environmental Analysis – Fiscal Analysis Unit, MS 27
1120 N Street, Sacramento, CA 95814-5680

- F. Invoices shall include the following information:
 - 1) Invoice Cover Sheet The invoice cover sheet summarizes the previous, current and total amounts billed for the AGREEMENT. Details included on the cover sheet are:
 - a. "INVOICE" near top of page
 - b. Invoice Date
 - c. Contract Number (D43CIAxx000x)
 - d. Invoice Number [minimum format: City Initials-3-digit Invoice Number (XXX-001)]
 - e. Billing period (performance period), specified with beginning and ending dates (towards top of page). All work performed must be during the billing period. Invoice billing periods must not overlap.
 - f. Brief description of the work performed
 - g. Summary of total dollar amount billed to date

- i. Previous month invoice balance
 - ii. Amount billed this month
 - iii. Total amount billed including current invoice amount
- h. Total amount due
- i. Summary of charges
 - i. AGENCY (municipality) labor costs
 - ii. Sub-Vendor labor costs (consultant)
 - iii. Sub-vendor direct costs (materials, equipment, miscellaneous itemized costs)
 - iv. Other direct costs
- j. Discounts (if applicable)
- k. Remittance information including name and address [MUST match *Payee Data Record Declaration of Business Location* (Form FA-204) submitted at contract execution or on file]
- l. AGENCY Contract Manager's name, address and phone number
- m. AGENCY Contract Manager's signature and signature block
- n. CALTRANS Contract Manager's name and address
- o. CALTRANS Contract Manager's signature block.

2) Invoice and Supports

All invoice charges must match the rates on the contract cost proposal and personnel request. (Changes in billing rates must be approved before billing.) The CALTRANS' Contract Manager must be provided invoices or other documentation with sufficient detail to verify the charges are allowable under this AGREEMENT with sufficient support to allow them to verify charges. Supporting documentation, such as receipts, is required for all costs included on the invoice that are not for hourly or sub-contract labor.

AGENCY labor charges need to show person's name, hours worked, billing rate and brief description of work performed. Supporting documents (timesheet or payroll report) need to be provided. These documents need to include:

- a. Name (first and last)
- b. Hours charged
- c. Brief description -- identify the work is for the project funded by the Cooperative Implementation Agreement
- d. Month, day and year of the charges (must be within the billing period)
- e. Worker and supervisor's signatures (Exceptions can be made for electronic timesheets.) All overtime must be approved in advance by the CALTRANS Contract Manager.

Direct costs (such as material costs, vehicle rental) are reimbursable. These costs need to be verified, therefore, a copy of the receipt, paid purchase order or other documentation that shows the items and cost needs to be attached to the invoice.

AGENCY personnel travel costs may be reimbursed according to the Consultant and

Contractor travel guidelines located on the CALTRANS' website at: www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm. The Travel Expense Claim (TEC) form is available at: www.dot.ca.gov/hq/asc/travel/ch5/1tec.htm.

Subcontractor costs are reimbursed after providing a copy of the paid invoice. This invoice needs to show that the AGENCY contract manager reviewed and approved the payment. CALTRANS requires its vendors to submit proof of costs incurred, such as timesheet or payroll records, travel reimbursement form (that includes the reason and dates for travel) with receipts, receipts for materials, lab services or other items) and CALTRANS assumes the AGENCY has similar requirements that are documented.

3) Progress Reports

Each invoice needs to be accompanied by a progress report for the billing period. This report includes:

- a. Work performed during the billing period (can be in a bullet format)
- b. Contract progress estimate -- percentage of work completed (not dollar based)
- c. Work anticipated during the next billing cycle (can be in a bullet format)
- d. Total amount spent during the billing period (AGENCY personnel, AGENCY direct costs, subcontractor costs and total)
- e. Total amount spent to date (AGENCY, subcontractor, total)
- f. CIA not to exceed amount
- g. Percentage of Cooperative Implementation Agreement (CIA) funds used to date.
[Total (AGENCY and subcontractor)/CIA not to exceed amount]]

4. COST PRINCIPLES

- A. If PARTIES fund any part of PROJECT with state or federal funds, each PARTY will comply, and will ensure that any sub-recipient, contractor or subcontract hired to participate in PROJECT will comply with the federal cost principles and administrative requirements of 2 CFR, Part 200. These principles and requirements apply to all funding types included in this AGREEMENT.
- B. Any PROJECT costs for which AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Title 48, Chapter 1, Part 31, are subject to repayment by AGENCY to CALTRANS. Should AGENCY fail to reimburse moneys due CALTRANS within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the PARTIES hereto, CALTRANS is authorized to intercept and withhold future payments due AGENCY from CALTRANS.
- C. The PARTIES will maintain and make available to each other all PROJECT related documents, including financial data, during the term of this AGREEMENT. PARTIES will retain all PROJECT-related records for three (3) years after the final payment voucher.

5. INDEMNIFICATION

Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by AGENCY, its contractors, sub-contractors, and/or its agents under or in connection with any work,

authority, or jurisdiction conferred upon AGENCY under this AGREEMENT. It is understood and agreed that AGENCY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by AGENCY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

6. RETENTION OF RECORDS/AUDITS

- A. AGENCY, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs. The accounting system of AGENCY, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement payment vouchers or invoices. All books, documents, papers, accounting records and other supporting papers and evidence of performance under this AGREEMENT of AGENCY, its contractors, subcontractors and sub-recipients connected with PROJECT performance under this AGREEMENT shall be maintained for a minimum of three (3) years from the date of final payment to AGENCY and shall be held open to inspection, copying, and audit by representatives of CALTRANS, the California State Auditor, and auditors representing the federal government during business hours with appropriate notice. Copies thereof will be furnished by AGENCY, its contractors, its subcontractors and sub-recipients upon receipt of any request made by CALTRANS or its agents. In conducting an audit of the costs under this AGREEMENT, CALTRANS will rely to the maximum extent possible on any prior audit of AGENCY pursuant to the provisions of State and AGENCY law. In the absence of such an audit, any acceptable audit work performed by AGENCY's external and internal auditors may be relied upon and used by CALTRANS when planning and conducting additional audits.
- B. AGENCY, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other AGENCY of the State of California designated by CALTRANS, for the purpose of any investigation to ascertain compliance with this AGREEMENT.
- C. This AGREEMENT shall be subject to a pre-award audit prior to execution of the AGREEMENT to ensure AGENCY has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- D. CALTRANS, the state auditor, and the Federal Government, (if the PROJECT utilizes federal funds), will have access to all PROJECT-related records held by AGENCY or by any party hired by AGENCY to participate in PROJECT.
- E. The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation.

- F. Upon completion of the final audit, AGENCY has thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

7. DISPUTES

- A. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS Chief Environmental Engineer and the executive officer of AGENCY will attempt to negotiate a resolution.
- B. If PARTIES do not reach a resolution, AGENCY's legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.
- C. Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the PROJECT in accordance with the terms of this AGREEMENT. However, if either PARTY stops fulfilling PROJECT obligations, the other PARTY may seek equitable relief to ensure that the PROJECT continues.
- D. Except for equitable relief, no PARTY may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.
- E. PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located. The prevailing PARTY will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this AGREEMENT or to enforce the provisions of this article including equitable relief.
- F. Additional Dispute Remedies. PARTIES maintain the ability to unanimously pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

8. RELATIONSHIP OF PARTIES

It is expressly understood that this AGREEMENT is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

9. NOTIFICATION OF PARTIES

- A. AGENCY: Lisa Moretti, Supervising Engineer - Environmental and Regulatory Compliance, LMoretti@cityofsacramento.org, 916-808-5390.
- B. CALTRANS: Ken Johansson, Statewide Stormwater Program Manager, ken.johansson@dot.ca.gov, 916-956-8170.
- C. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the PARTIES at their respective addresses:

City of Sacramento Dept. of Utilities
Lisa Moretti
1395 35th Avenue

Sacramento, CA 95822

California Department of Transportation
Division of Environmental Analysis - MS 27
Attention: Ken Johansson
1120 N Street, Sacramento, CA 95814-5680


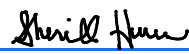


SECTION IV- SIGNATURES

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached. PARTIES are empowered by California Streets and Highways Code (SHC) sections 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenant to have followed all the necessary legal requirements to validly execute this AGREEMENT.


**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Signature: _____
Print Name: **Ken Johansson**
Title: **Stormwater Coordinator**
Date: _____
Signature: _____
Print Name: **HARDEEP TAKHAR**
Title: **Assistant Chief, Division of
Environmental Analysis**
Date: _____
Signature: _____
Print Name: **JEREMY KETCHUM**
Title: **Chief, Division of
Environmental Analysis**
Date: _____

CITY OF SACRAMENTO

Signature: 
Print Name: **Michelle Carrey**
Title: **Interim Division Manager,
Department of Utilities**
Date: **09/18/2025**
Signature: 
Sherill Huun (Sep 19, 2025 15:29:11 PDT)
Print Name: **Sherill Huun**
Title: **Interim Director,
Department of Utilities**
Date: **09/19/2025**
Signature: 
Print Name: **Ryan Moore**
Title: **Assistant City Manager,
City of Sacramento**
Date: **09/22/2025**
Signature: 
Print Name: **Michael Voss**
Title: **City Attorney**
Date: **09/18/2025**

Attested To By:

Signature: 
Karmie Southward (Sep 25, 2025 12:31:41 PDT)
Title: **City Clerk**
Date: **09/25/2025**

ATTACHMENT I
AGENCY RESOLUTION

RESOLUTION NO. 2025-01643

Adopted by the Sacramento City Council

October 21, 2025

COOPERATIVE AGREEMENT BETWEEN THE CITY OF SACRAMENTO AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) TO RECEIVE STORMWATER REIMBURSEMENT FUNDS TO CONSTRUCT LARGE TRASH CAPTURE DEVICES

BACKGROUND

- A. The State Water Resources Control Board issued the Trash Provisions of the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries of California (Trash Provisions) which applies to both the City of Sacramento (City) and the California Department of Transportation (Caltrans) as municipal separate stormwater system (MS4) permittees.
- B. The City and Caltrans are required to comply with the Trash Provisions by installing, operating, and maintaining full capture systems (or full capture system equivalency) for storm drains that capture runoff from significant trash generating areas or regulated priority land use area.
- C. The City has identified full capture systems to be installed, operated, and maintained by the City to meet the Trash Provisions. These systems are hydraulically connected to, and receive contributing drainage runoff from Caltrans significant trash generating areas.
- D. Caltrans and the City, pursuant to California Streets and Highways Code (SHC) Sections 114 and 130, will enter into a Cooperative Agreement as a watershed stakeholder within the City's jurisdiction. Caltrans has agreed to contribute an amount not to exceed \$23,000,000 to the City to fund the capital and support costs for the proposed full capture systems.
- E. The City will be responsible for all management, maintenance and operations of the constructed projects.
- F. If approved, the City will adjust the revenue and expenditure budgets per executed agreements in the Drainage Trash Capture Program (W14230100-6211) in an amount not-to-exceed \$23,000,000 at the time funds are encumbered by Caltrans.

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

- Section 1. The City Manager or the City Manager's designee, the Director of the Department of Utilities, is authorized to:
- A. Enter into a Cooperative Agreement(s) with Caltrans to receive stormwater reimbursement funds from Caltrans to construct trash capture project facilities.
 - B. Amend the revenue and expenditure budgets in the Drainage Trash Capture Program (W14230100-6211) in an amount not-to-exceed \$23,000,000.

Adopted by the City of Sacramento City Council on October 21, 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.

ATTACHMENT II
SCOPE SUMMARY
City of Sacramento Trash Capture Devices

Introduction

The proposed trash capture projects will capture runoff from approximately 4,000 to 5,000 acres of the City of Sacramento (City). The trash capture projects will also capture runoff from approximately 200 to 300 acres of Significant Trash Generating Areas (STGA) from Caltrans Right-of-Way. The project locations are described in the following sections.

Background

The City is a permittee under the National Pollutant Discharge Elimination System Permit and Waste Discharge Requirements General Permit for Dischargers from Municipal Separate Storm Sewer System (Central Valley Region-wide MS4 Permit) issued by the Central Valley Regional Water Quality Control Board (Central Valley Water Board).

The State Water Resources Control Board (State Water Board) adopted the statewide Trash Provisions¹ to address the impacts of trash on beneficial use of surface waters on April 7, 2015. The Trash Provisions established a statewide narrative water quality objective for trash and a prohibition of discharge, or deposition where it may be discharged, to surface waters of the State. The Trash Provisions require permittees with regulatory authority over priority land uses and/or significant trash generating areas to meet the trash prohibition by installing, operating, and maintaining any combination of Full Capture Systems, Multi-Benefit Projects, other Treatment Controls, and/or Institutional Controls to achieve Full Capture System Equivalency. The Trash Provisions established that the final compliance date to achieve Full Capture System Equivalency was by 2030.

A Full Capture System is defined as a treatment control that traps all particles that are 5 mm or greater, and has a design treatment capacity that is either:

- a) of not less than the peak flow rate, Q , resulting from a one-year, one-hour, storm in the subdrainage area, or
- b) appropriately sized to, and designed to carry at least the same flows as, the corresponding storm drain.

¹ Amendment to the Water Quality Control Plan for Ocean Waters of California to Control Trash (Ocean Plan) and Part 1 Trash Provisions of the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, And Estuaries Of California (ISWEBE Plan) to be adopted by the State Water Board.

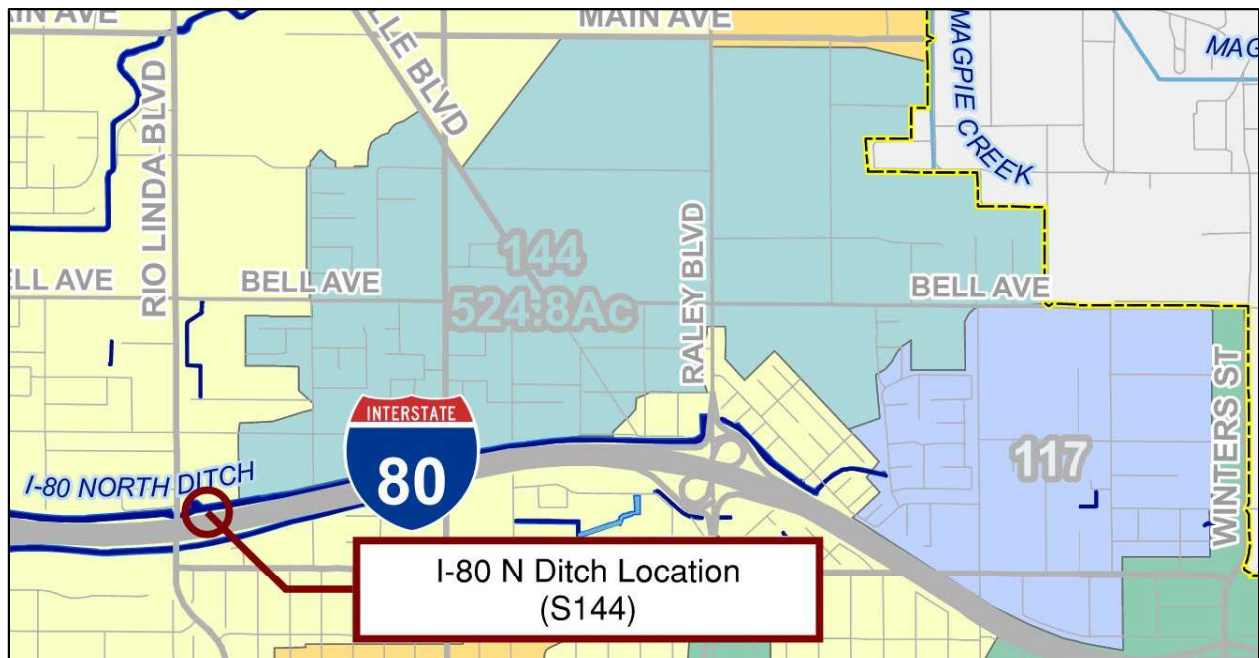
Permittees under the Central Valley Region-wide MS4 Permit, including the City, were issued Water Code Section 13383 Orders to Submit Method to Comply with Statewide Trash Provisions - Requirements for Phase I MS4 Permittees in the Central Valley on June 1, 2017.

Meeting the Trash Provisions requires permittees to reduce the quantity of trash leaving Priority Land Use areas – parcels with uses that are: high density residential (>10 dwelling units/acre), commercial, industrial, mixed-use, or public transportation stations. These reductions will be accomplished through a combination of full trash capture devices, multi-benefit stormwater features, and institutional controls. The City identified 11 locations for trash capture devices that would capture drainage from both City Priority Land Use areas and California Department of Transportation (Caltrans) Significant Trash Generating Areas which would contribute to meeting compliance objectives for both the City and Caltrans. Four of the 11 locations were identified as feasible proposed projects with the highest priority. The four proposed projects for funding collaborations with Caltrans are described in detail below. The State Water Board provided conceptual approval of the four projects as documented in a letter provided on May 6, 2025 included as Appendix A. The City submitted a letter of intent to Caltrans on April 11, 2025 stating the City's commitment to the trash capture projects (included as Appendix B). The City evaluated potential risks that could impact the projects' cost and schedule as presented in the risk register included as Appendix C. If any of the projects below are found to be infeasible, another project may be substituted upon mutual agreement by both Caltrans and the City.

Proposed Project 1: I-80 North Ditch

The I-80 North Ditch is an open drainage channel that runs along Interstate-80 in northeast Sacramento as shown in Figure 1. A trash capture facility is planned within the open concrete drainage channel downstream of City drainage sump station S144. The project would capture approximately 869 acres of total tributary drainage area as shown in Figure 2. The project would capture 787 acres from City drainage basins 144 and 117. Additionally, approximately 82 acres of Caltrans Significant Trash Generating Area (STGA) from I-80 would be captured.

Figure 1: I-80 North Ditch Project Site Map



The project involves initial engineering and geotechnical assessments as needed, detailed design, environmental compliance, permitting, construction of a diversion structure and piping, excavation and construction of a trash capture facility, disposal of excavated soil, and reconstruction of disturbed portions of the site.

Figure 2: I-80 North Ditch Project Tributary Drainage Area

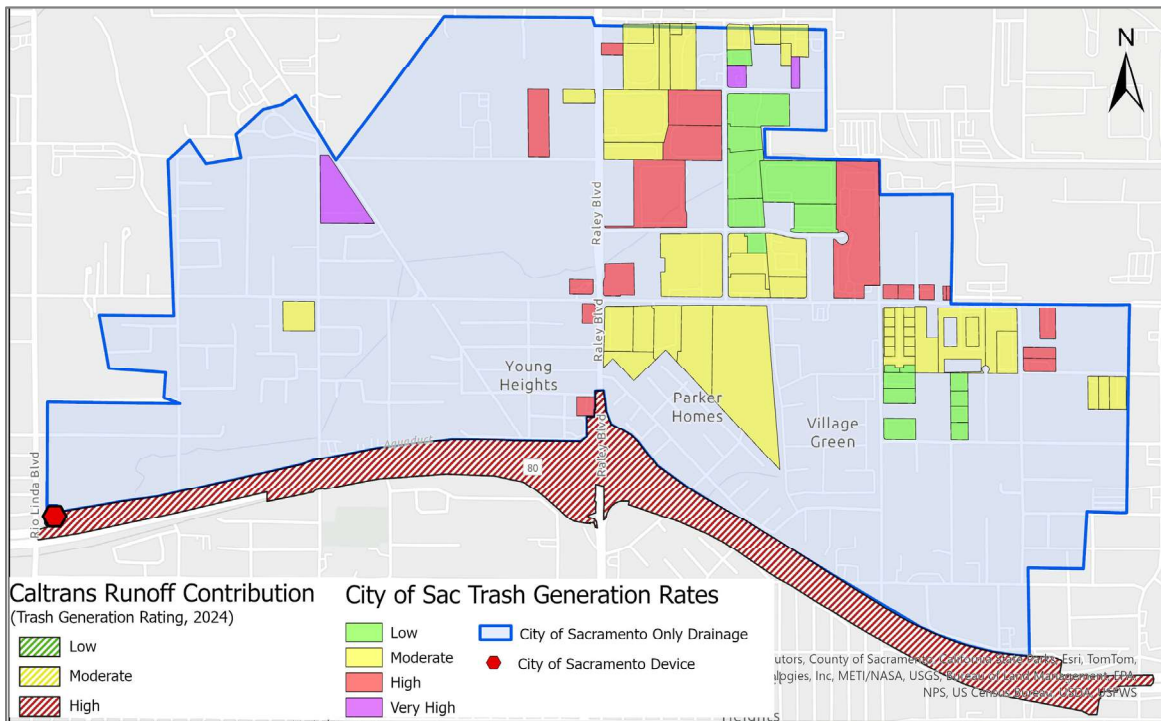


Figure 3: I-80 North Ditch Project Site Plan



Cost Estimate

The following planning-level cost estimate has been prepared for the I-80 North Ditch project. The cost estimates are based on a conceptual design. This estimate considers the costs associated with design, permits, environmental assessment, construction, construction administration and inspections, contingency, bonding, and mobilization. The cost estimate will be subject to adjustment as more information becomes available during detailed design. The project will be constructed on City-owned property, so no land acquisition is required.

I-80 North Ditch Preliminary Budget

• Construction	\$5,000,000
• Construction Contingency (15%)	\$750,000
Construction Total:	\$5,750,000
• Planning and Design	\$200,000
• Construction Management and Inspection	\$1,000,000
• Permitting	\$60,000
Plans, Permitting, & Construction Mgmt. Total:	\$1,260,000

Project Total: **\$7,010,000**

I-80 North Ditch Preliminary Project Schedule

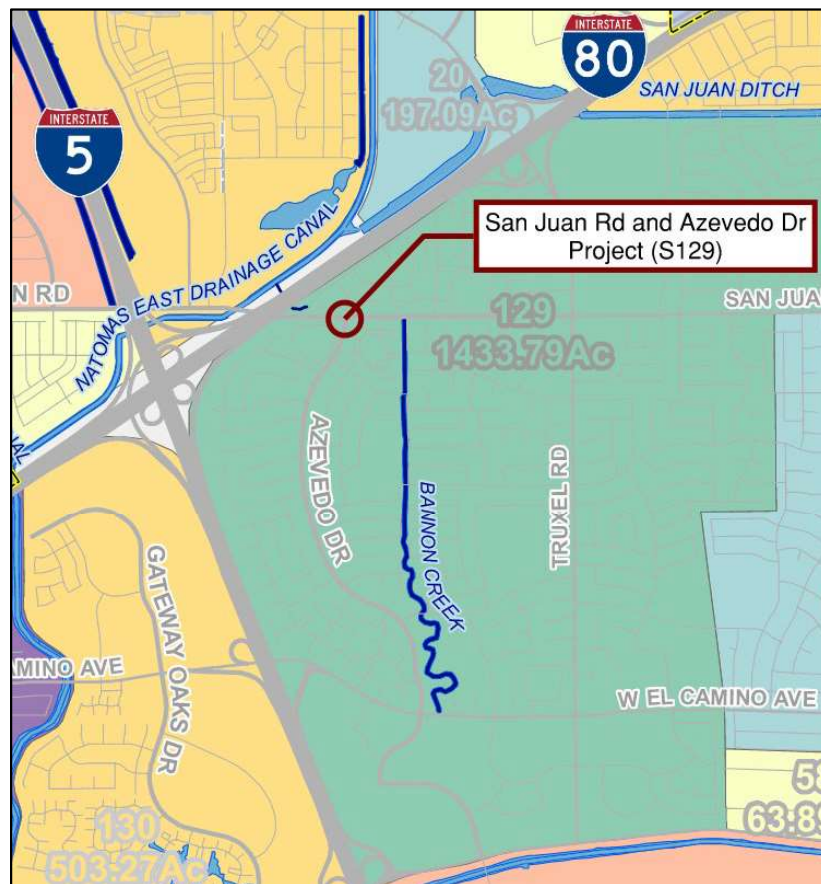
Milestone	Estimate Date
Construction Drawings – 90% Milestone	6/31/2026
Secure Regulatory Permits	12/1/2026
Construction Drawings – 100% Complete	1/1/2027
Advertise for Bids	3/1/2027
Award Construction Contract	5/1/2027
Commence Construction	6/1/2027
Project Completion	10/1/2027

These dates and costs are subject to refinement as the project is developed.

Proposed Project 2: San Juan Rd & Azevedo Dr (Drainage Basin 129)

Drainage basin 129 is in northwest Sacramento near the intersection of Interstate-5 and Interstate-80. The basin drains to City drainage sump station 129 on San Juan Road. The trash capture facility is being considered and evaluated for feasibility at two possible locations near the sump station: the separated drainage line at the roundabout of San Juan Rd and Azevedo Dr and the sump station outfall location. The project would capture approximately 1,448 acres of drainage area. Approximately 1,380 acres of City drainage area and 68 acres of Caltrans STGA would be captured from Interstate-5 and Caltrans right-of-way.

Figure 4: San Juan Rd & Azevedo Dr Project Site Map



The project involves initial engineering and geotechnical assessments as needed, detailed design, environmental compliance, permitting, excavation, construction of a trash capture facility, excavation disposal, and reconstruction of disturbed portions of the site. If the project is located within the footprint of pump station Sump 129, modification of the pump station may be required, including construction of access to the trash capture facility. The project will be constructed on City-owned property, so no land acquisition is required.

Figure 5: San Juan Rd & Azevedo Dr Project Tributary Drainage Area

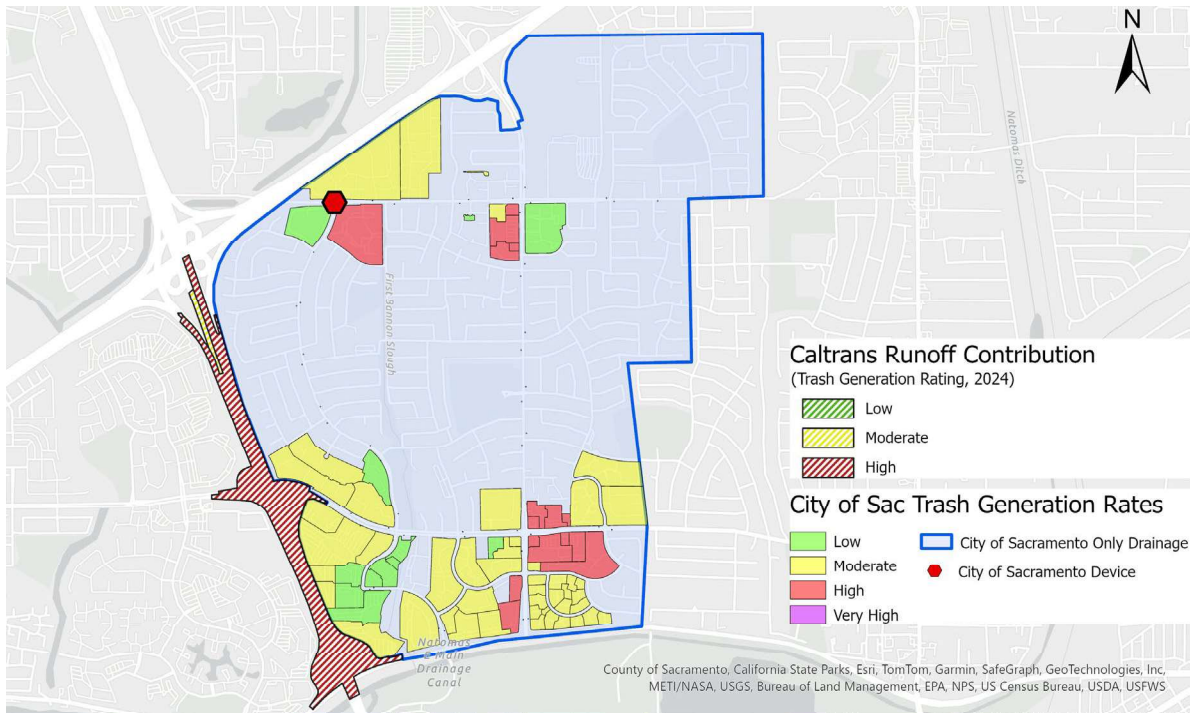


Figure 6: San Juan Rd & Azevedo Dr Project Tentative Locations



San Juan Rd & Azevedo Dr Preliminary Budget

- Construction \$7,000,000
- Construction Contingency (15%) \$1,050,000
- Construction Total: \$8,050,000**

- Planning and Design \$350,000
- Construction Management and Inspection \$1,050,000
- Permitting \$115,500
- Plans, Permitting, & Construction Mgmt. Total: \$1,515,500**

Project Total: \$9,565,500

San Juan Rd & Azevedo Dr Preliminary Schedule

Milestone	Estimate Date
Construction Drawings – 90% Milestone	12/31/2026
Secure Regulatory Permits	6/1/2027
Construction Drawings – 100% Complete	7/1/2027
Advertise for Bids	8/1/2027
Award Construction Contract	11/1/2027
Commence Construction (6 months)	4/1/2028
Project Completion	10/1/2028

These dates and costs are subject to refinement as the project is developed.

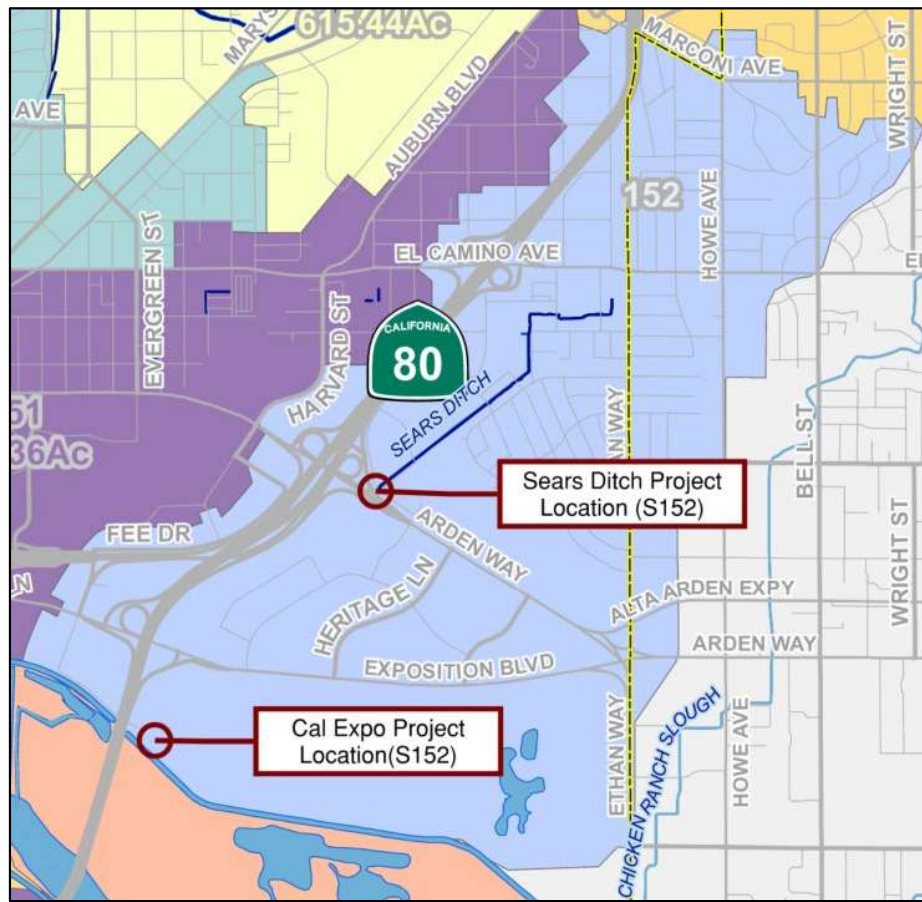
Proposed Project 3: Sears Ditch (Drainage Basin 152)

Drainage basin 152 is in northeast Sacramento near Interstate-80 Business where drainage flows through Sears Ditch. Sears Ditch is an open concrete drainage channel within drainage basin 152 that flows to City drainage sump station 152. There are two project locations that are currently being evaluated for feasibility and cost-effectiveness. Project Alternative 1 is located in Sears Ditch, north of Arden Way. Project Alternative 2 is located on Cal Expo property within the City of Sacramento drainage easement upstream of Sump Station 152. The proposed project alternative drainage areas are presented in the table below.

	Alternative 1 (Sears Ditch)	Alternative 2 (Cal Expo)
Total Drainage Area	800	1,596*
Caltrans STGA	56	130*
City Drainage Area	747	1,448

*Caltrans STGA and drainage area for the Cal Expo location are based on City estimates. This alternative location was added after feasibility discussion with Cal Expo planning staff on 7/24/25.

Figure 7: Sears Ditch and Cal Expo Project Site Map



The project involves initial engineering and geotechnical assessments as needed, detailed design, environmental compliance, permitting, excavation, construction of a trash capture facility and any associated diversion structure, construction of access to the trash capture facility, disposal of excavated soil, and reconstruction of disturbed portions of the site.

Figure 8: Project Alternative 1 - Sears Ditch Tributary Drainage Area

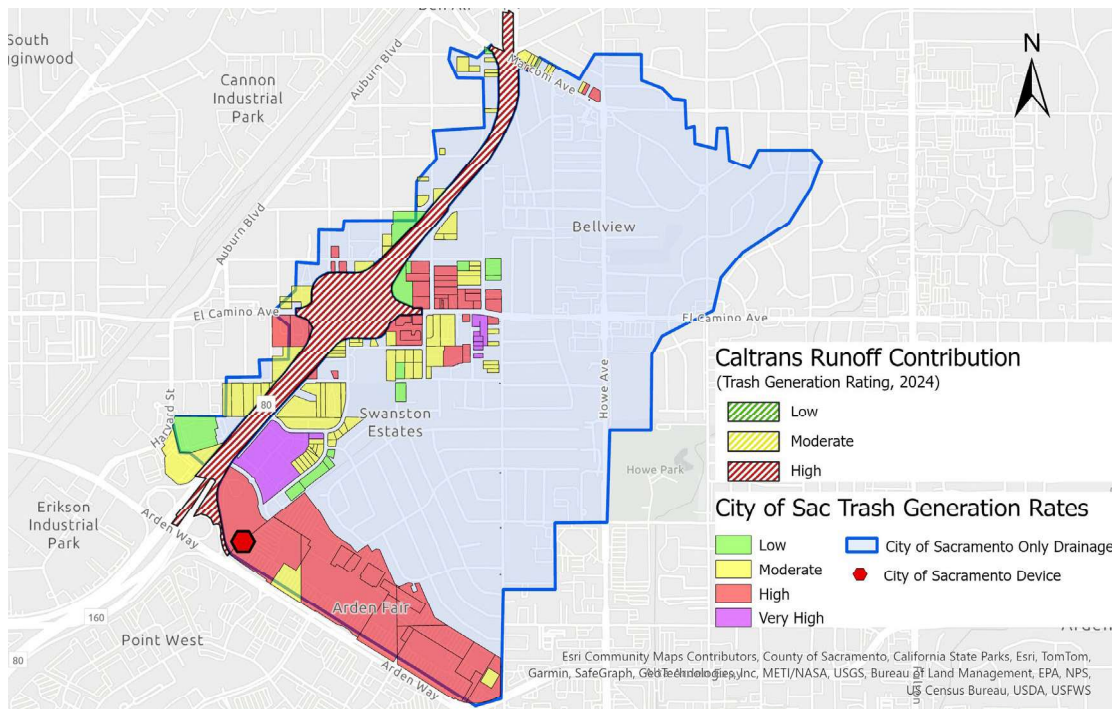


Figure 9: Project Alternative 2 – Cal Expo Tributary Drainage Area

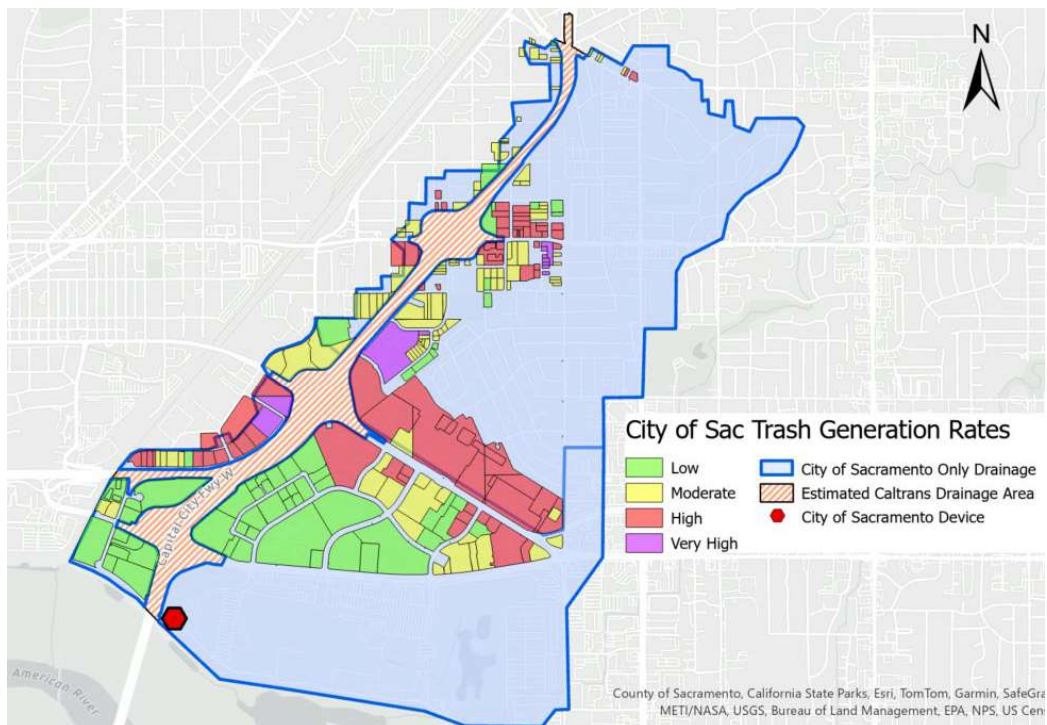


Figure 10: Sears Ditch Tentative Project Location

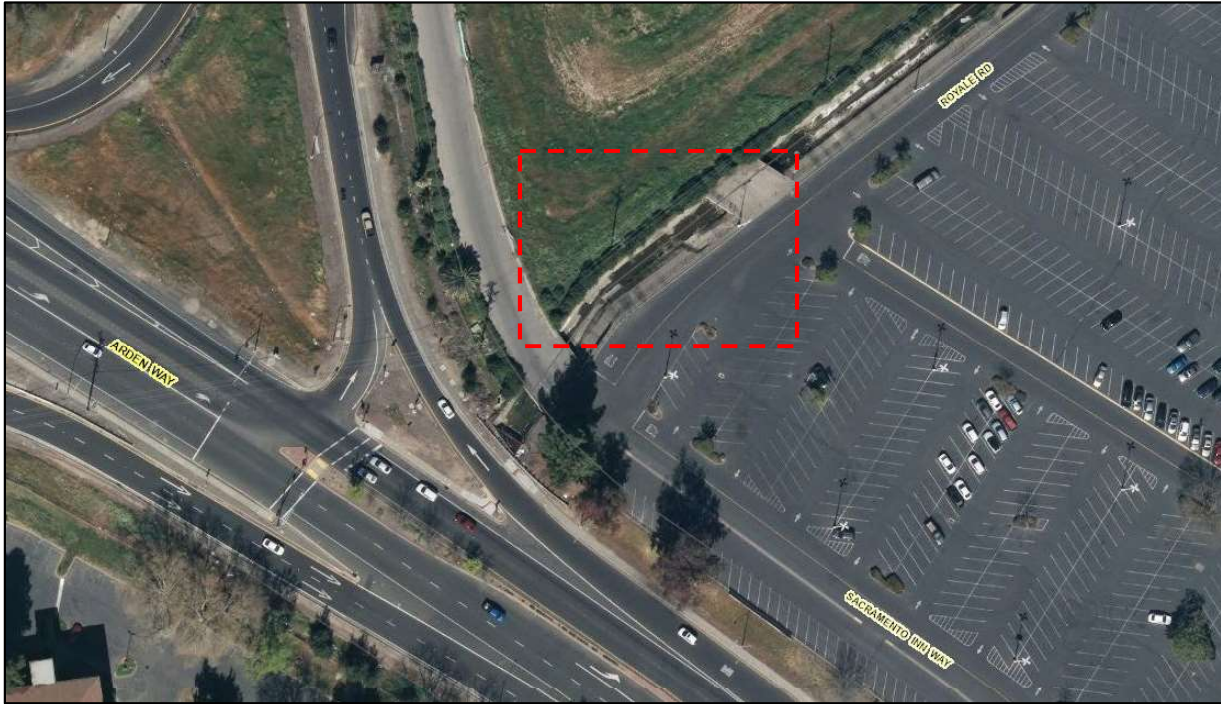


Figure 11: Cal Expo Tentative Project Location



Sears Ditch/Cal Expo Preliminary Budget

- Construction \$4,000,000
- Construction Contingency (15%) \$600,000
- Construction Total: \$4,600,000**

- Planning and Design \$200,000
- Construction Management and Inspection \$800,000
- Plans, Permitting, & Construction Mgmt. Subtotal: \$1,000,000**

- Permitting and Mitigation Contingency \$66,000
- Plans, Permitting, & Construction Mgmt. Total: \$1,066,000**

Project Total: \$5,666,000

Sears Ditch/Cal Expo Preliminary Schedule

Milestone	Estimate Date
Construction Drawings – 90% Milestone	6/30/2027
Secure Regulatory Permits	12/30/2027
Construction Drawings – 100% Complete	1/29/2028
Advertise for Bids	2/28/2028
Award Construction Contract	5/28/2028
Commence Construction (4 months)	6/1/2028
Project Completion	10/1/2028

These dates and costs are subject to refinement as the project is developed.

Proposed Project 4: Glenbrook Park (Drainage Basin 92)

Drainage basin 92 is in east Sacramento and includes U.S. Highway 50. The basin drains to City drainage sump station 92 near Glenbrook Park River Access. A certified trash full capture device would be installed along the main drainage line to the sump station. This project would capture approximately 1,118 acres of drainage area. Approximately 1,078 acres of City drainage area and 40 acres of Caltrans drainage acres (34 Caltrans STGA) would be captured.

Figure 12: Glenbrook Park Project Site Map

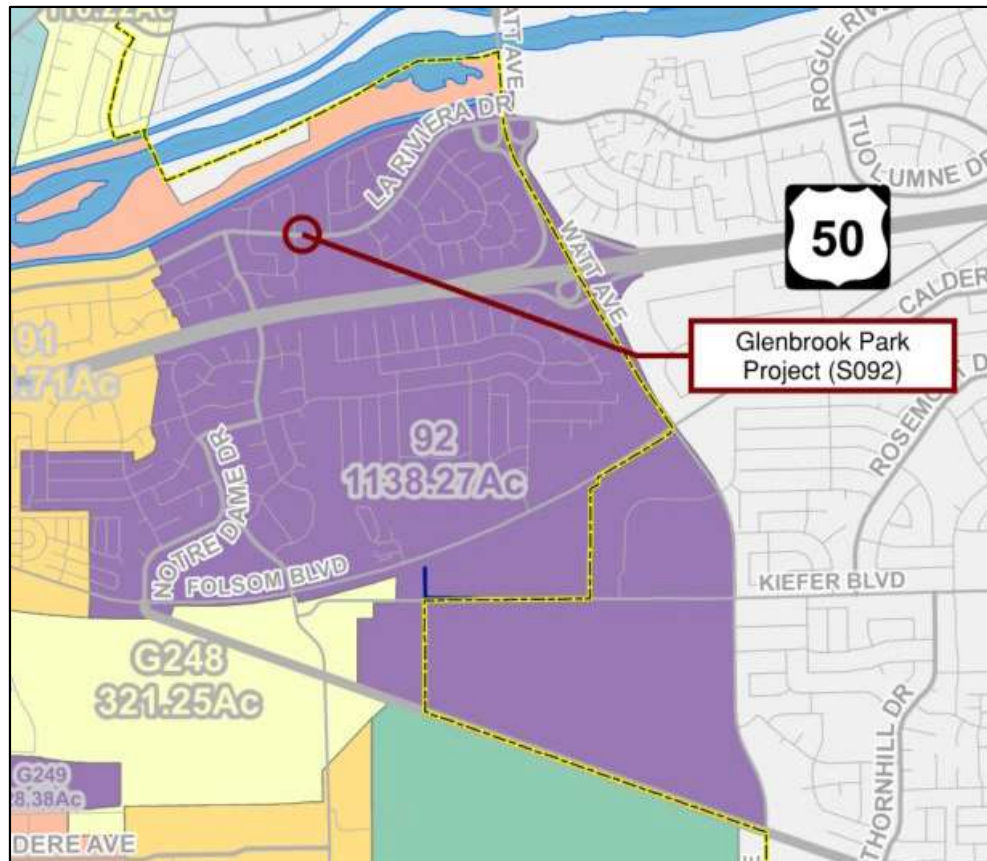


Figure 13: Glenbrook Park Project Tentative Location

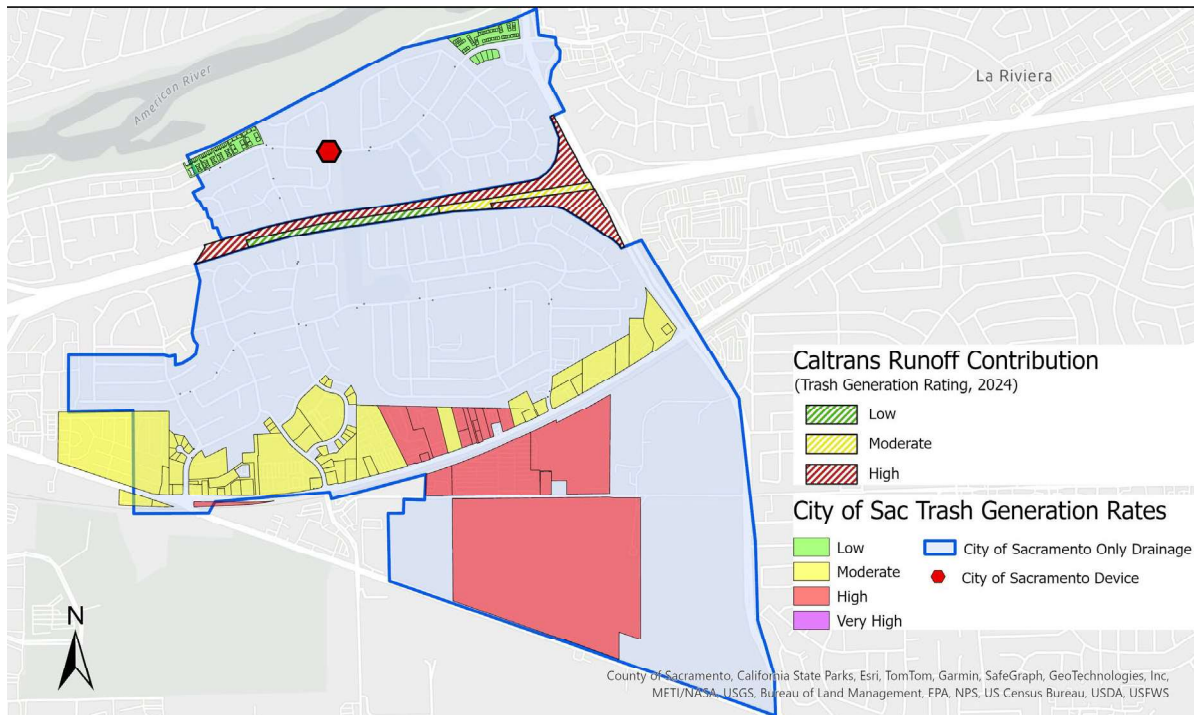
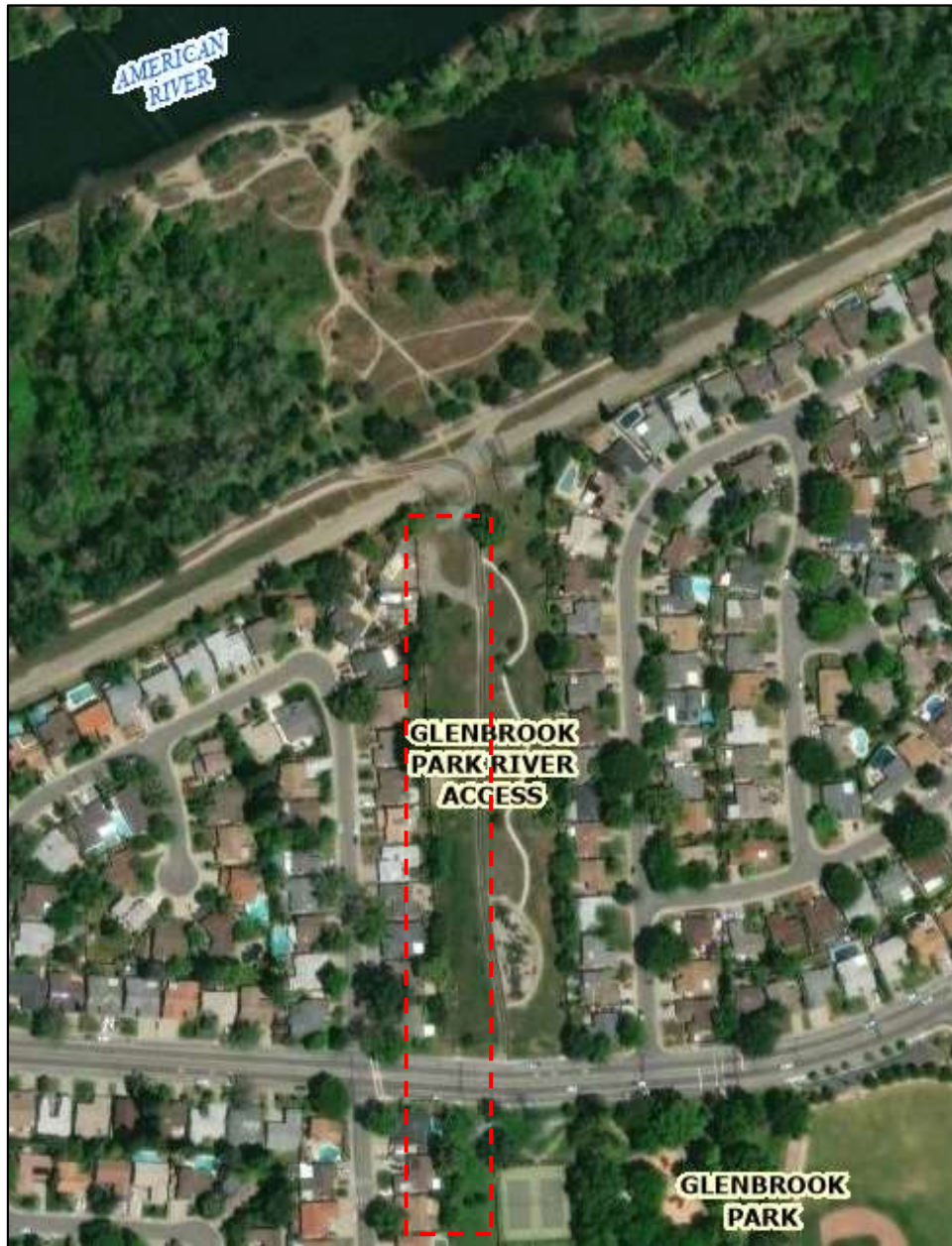


Figure 14: Glenbrook Park Project Site Map



The project involves initial engineering geotechnical assessments as needed, detailed design, environmental compliance, permitting, excavation, construction of a trash capture facility and any associated diversion structure, disposal of excavated soil, and reconstruction of disturbed portions of the site.

Glenbrook Park Preliminary Budget

- Construction \$7,000,000
- Construction Contingency (15%) \$1,050,000
- Construction Total: \$8,050,000**

- Planning and Design \$350,000
- Construction Management and Inspection \$1,050,000
- Permitting and Mitigation Contingency \$115,500
- Plans, Permitting, & Construction Mgmt. Total: \$1,515,500**

Project Total: \$9,565,500

Glenbrook Park Preliminary Schedule

Milestone	Estimate Date
Construction Drawings – 90% Milestone	6/30/2026
Secure Regulatory Permits	12/1/2026
Construction Drawings – 100% Complete	1/1/2027
Advertise for Bids	3/1/2027
Award Construction Contract	5/1/2027
Commence Construction (4 months)	6/1/2027
Project Completion	10/1/2027

These dates and costs are subject to refinement as the project is developed.

Overall Schedule and Budget

The City will manage all four projects and communicate with Caltrans about any changes or barriers to meeting the proposed schedule or budget. The cooperative agreement specifies that Caltrans will contribute up to \$23,000,000 towards the trash capture projects for allowable costs. The table below presents the encumbrance schedule for the funding and the deadlines for the City to submit invoices for accrued costs.

Encumbrance Schedule by Fiscal Year:

Fiscal Year (FY)	Funding Amount (\$)	Deadline to Submit Reimbursement Invoices
FY 2025 / 2026	\$3,000,000.00	May 1st, 2028
FY 2026 / 2027	\$3,000,000.00	May 1st, 2029
FY 2027 / 2028	\$8,000,000.00	May 1st, 2030
FY 2028 / 2029	\$9,000,000.00	May 1st, 2031
Total	\$23,000,000.00	

Project Schedule by Fiscal Year:

Phase	Final Design	Permitting Secured	Construction Completed
I-80 North Ditch	FY 2026/ 2027	FY 2026/ 2027	FY 2027/ 2028
San Juan Rd & Azevedo Rd	FY 2026/2027	FY 2026/ 2027	FY 2028/ 2029
Sears Ditch/ Cal Expo	FY 2027/ 2028	FY 2027/ 2028	FY 2028/ 2029
Glenbrook Park	FY 2026/ 2027	FY 2026/ 2027	FY 2027/ 2028

Appendix A

State Water Resources Control Board Letter of Conceptual Approval

State Water Resources Control Board

May 6, 2025

Hardeep Takhar, Chief Environmental Engineer
California Department of Transportation
1120 N Street
P.O. Box 942873, MS-27
Sacramento, CA 95814
hardeep.s.takhar@dot.ca.gov

CONCEPTUAL APPROVAL OF TRASH CONTROL COOPERATIVE AGREEMENT WITH CITY OF SACRAMENTO; STATEWIDE MUNICIPAL STORMWATER PERMIT, DEPARTMENT OF TRANSPORTATION

Dear Mr. Takhar:

The State Water Resources Control Board (State Water Board) regulates the Department of Transportation's (Department) municipal storm sewer system discharges via Water Quality Order 2022-0033-DWQ (Order).¹ Under Order Attachment E, section E3.2, the Department may coordinate installation of trash devices with municipalities as follows:

The Department shall coordinate efforts with municipal separate storm sewer system permittees subject to NPDES permits that implement the Trash Provisions, to install, operate, and maintain full capture systems, other treatment controls, and/or institutional controls in Significant Trash Generating Areas and/or Priority Land Uses.

On April 27, 2025, the Department submitted a request for conceptual approval of a full capture trash device installation project, which would be implemented by the partnership between the Department and the City of Sacramento (City). The Department states that the project is consistent with Order section E3.2; the State Water Board-approved Trash Assessment Methodology²; and the State Water Board-approved Trash Monitoring Plan.³

The Department proposed four locations for the partnership, as described in Table 1, below. The Department provided maps showing the trash level ratings (e.g., very high, high, etc.) for the City of Sacramento and the Department. The Department states that the Department's drainage areas being routed to the full trash capture devices will be for the Department's exclusive trash compliance, which will not be

¹ [State Water Board adopted the Order](#), June 2022

² [Trash Assessment Methodology](#), January 2024.

³ [Trash Assessment Methodology](#), August 2024

applied to any other municipal regional permit trash control interim milestones or final compliance.

Table 1 – Trash Capture Project Summaries

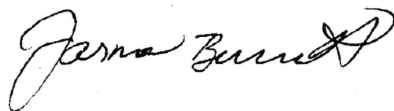
No.	Project Location	Total Area Treated (Acres)	Estimated Total Department Area Treated (Acres) ⁴	Device Type
1	1-80 N Ditch near Rio Linda Blvd & Jessie Ave	862	36	HDS or GSRD ⁵
2	Near San Juan Rd/ Azevedo Dr	1,448	50	HDS or GSRD
3	Sears Ditch near Sacramento Inn Way & Royal Rd	775	66	HDS or GSRD
4	Near La Riviera Drive and Mediterranean Way	1,141	68	HDS or GSRD
Total:		4,225	220	

The Department confirmed it will submit the following information once project planning and design are finalized prior to construction:

1. Final design plans;
2. Hydraulic calculations showing that full trash capture devices are appropriately sized to the 1-year and 1-hour storm standard;
3. Final project agreements between Caltrans and the City of Sacramento; and
4. Identification of the party responsible for ongoing operation and maintenance of the full trash capture devices.

Based on the information provided, State Water Board staff believes these projects will make progress towards the Department's trash compliance requirements. However, the Department is required to demonstrate final compliance with the requirements of Order Attachment E to obtain compliance towards trash milestones. If you have any questions regarding this approval, please contact Mary Boyd, Statewide Municipal Stormwater Program Manager, at Mary.Boyd@waterboards.ca.gov.

Sincerely,



Jarma Bennett, Supervisor
Surface Water Permitting
State Water Resources Control Board

⁴ Estimate by the City of Sacramento

⁵ Hydrodynamic separator (HDS) or gross solids removal device (GSRD)

Hardeep Takhar

May 6, 2025

Cc (by email only)

Department of Transportation:

Ken Johansson, Statewide Stormwater Program Manager
ken.johansson@dot.ca.gov

Jagjiwan Grewal, Supervising Transportation Engineer
Jagjiwan.Grewal@dot.ca.gov

Bhaskar Joshi, Supervising Transportation Engineer
Bhaskar.Joshi@dot.ca.gov

Central Valley Water Board:

Patrick Pulupa, Executive Officer
Patrick.Pulupa@waterboards.ca.gov

Kari Holmes, Supervisor Compliance and Enforcement
kari.holmes@waterboards.ca.gov

Liz Lee, Senior WRCE
Elizabeth.Lee@waterboards.ca.gov

ECM# SM-831842

Appendix B

City of Sacramento Letter of Intent

April 11th, 2025

Kenneth H Johansson
Statewide Stormwater Program Manager
California Department of Transportation

SUBJECT: FULL TRASH CAPTURE PROJECT PARTNERSHIP REQUEST – LETTER OF INTENT

Dear Mr. Johansson:

The City of Sacramento have discussed potential partnership opportunities related to the full trash capture (FTC) devices with the Caltrans Stormwater Program.

The City of Sacramento has identified four (4) large full trash capture project sites that would treat stormwater runoff from significant portions of Caltrans right-of-way that drains to the City of Sacramento's municipal separate storm sewer system. The completion of these projects will achieve full trash capture for the contributing upstream right-of-way owned by Caltrans. The City requests Caltrans funding to construct these four projects. The project details and benefits are summarized in Table 1.

Table 1 – Trash Capture Projects Summaries:

	Project Location	Total Area Treated (Acres)	[City Estimate] Total Caltrans Area Treated (Acres)	Device Type	Estimated Construction Cost
1	1-80 N Ditch near Rio Linda Blvd & Jessie Ave	862	36	HDS	\$5,000,000
2	Near San Juan Rd/ Azevedo Dr	1,448	50	HDS	\$7,000,000
3	Sears Ditch near Sacramento Inn Way & Royal Rd	775	66	HDS	\$4,000,000
4	Near La Riviera Drive and Mediterranean Way	1,141	68	HDS	\$7,000,000
Total:		4,225	220		
Total Construction Only Costs					\$23,000,000
Construction Contingency (15%)					\$3,450,000
Total Design & Permitting					\$1,457,000
Construction Management Costs					\$3,900,000

The City of Sacramento intends to apply for, and enter into a Financial Contribution Only (FCO)/ Cooperative Implementation Agreement (CIA) with Caltrans for the four proposed trash capture device projects. Please contact Lisa Moretti at lmorette@cityofsacramento.org with any questions about the proposed projects, or with additional information required by the City of Sacramento to partner with Caltrans and participate in this partnership program to meet the statewide regulations for trash control. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Pravani Vandeyar". The signature is written in a cursive style with a large initial 'P'.

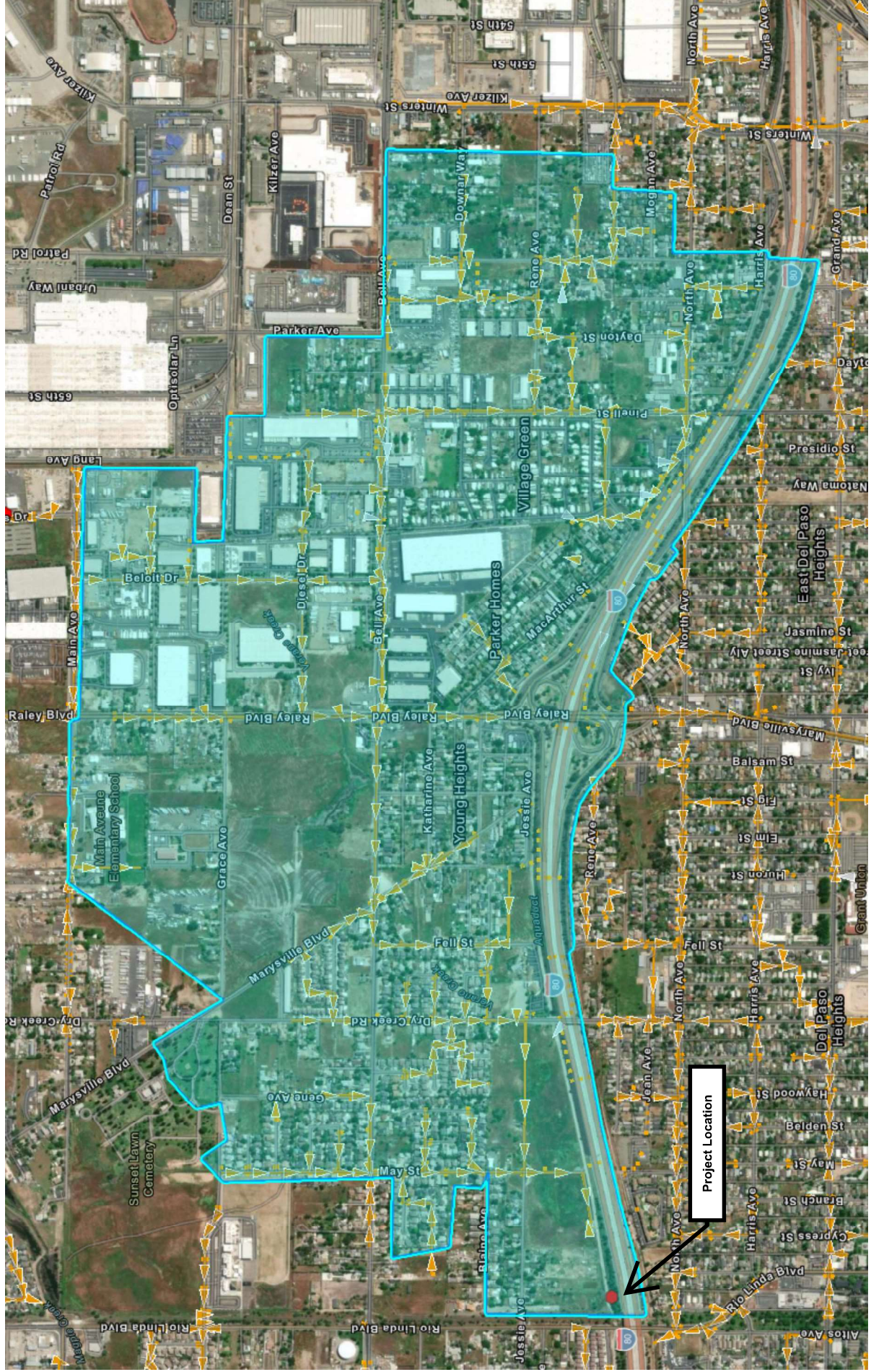
[Pravani Vandeyar \(Apr 11, 2023 09:57 PDT\)](#)

Pravani Vandeyar, Director
City of Sacramento, Department of Utilities

Attachments:

Attachment 1 – Maps of Proposed Trash Capture Locations and Drainage Area Treated

Figure 1: Full Trash Capture Device at I-80N Ditch Near Rio Linda Blvd & Jessie Ave



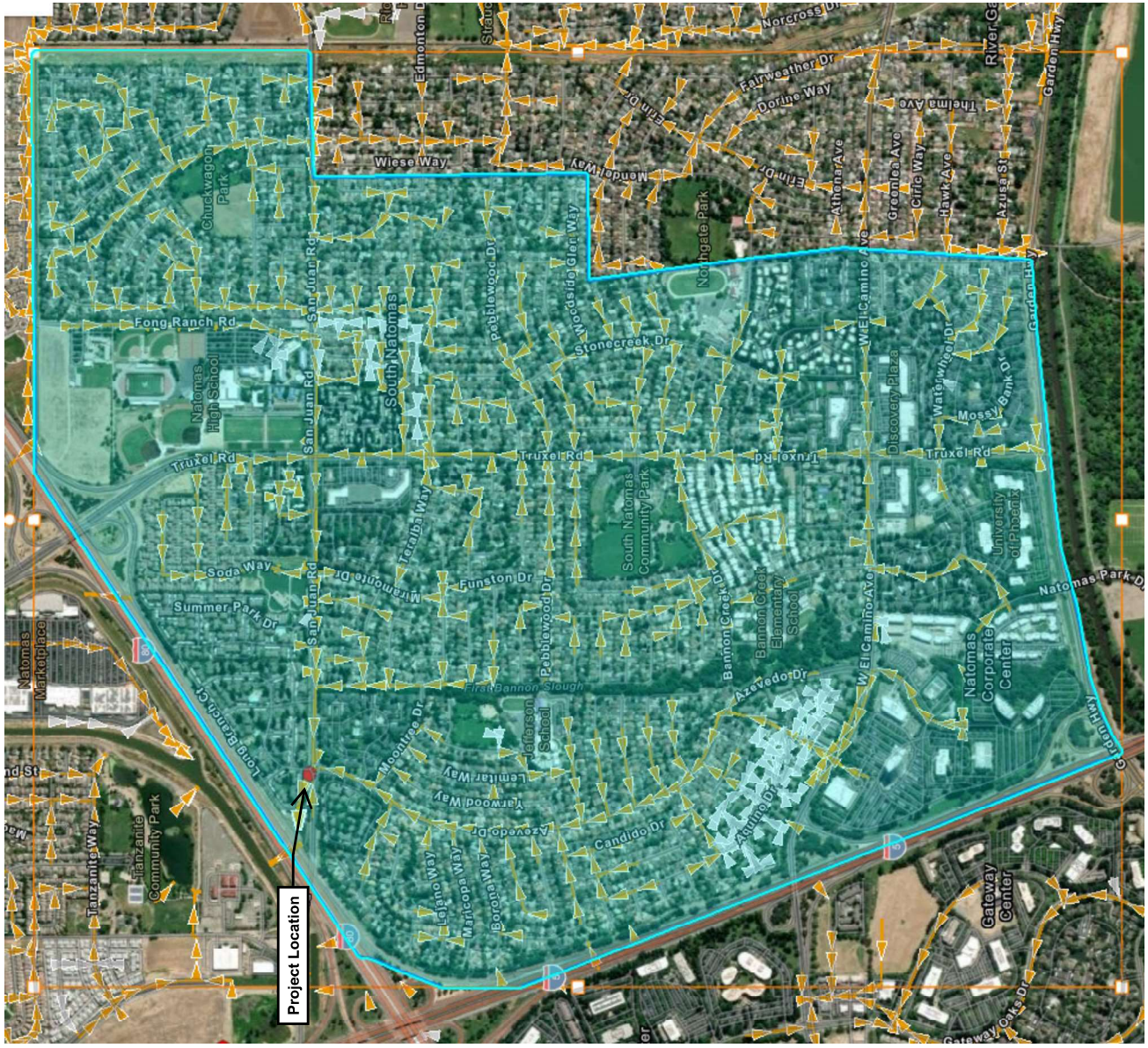


Figure 2: Full Trash Capture Project Near San Juan Rd and Azevedo Dr

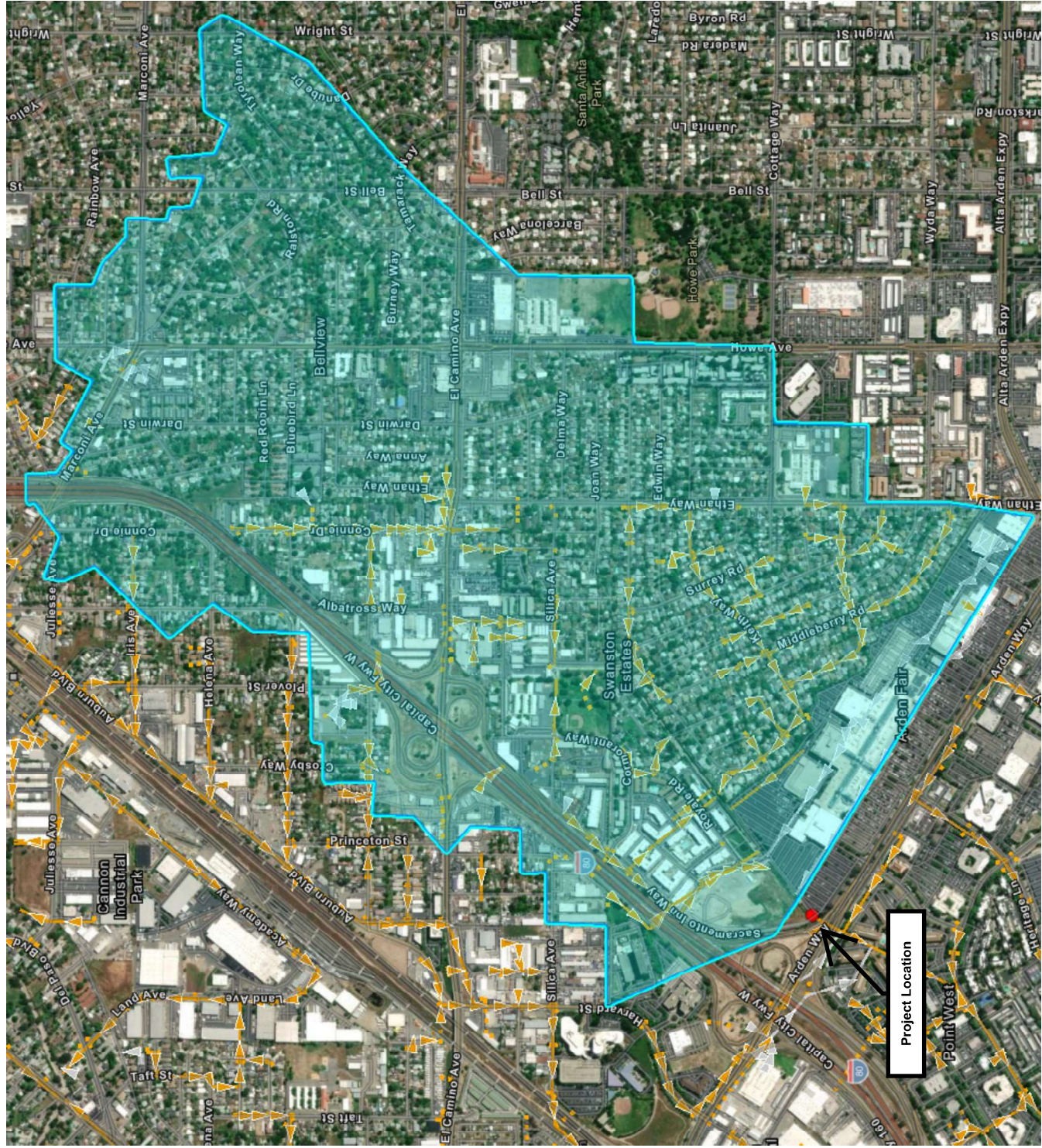
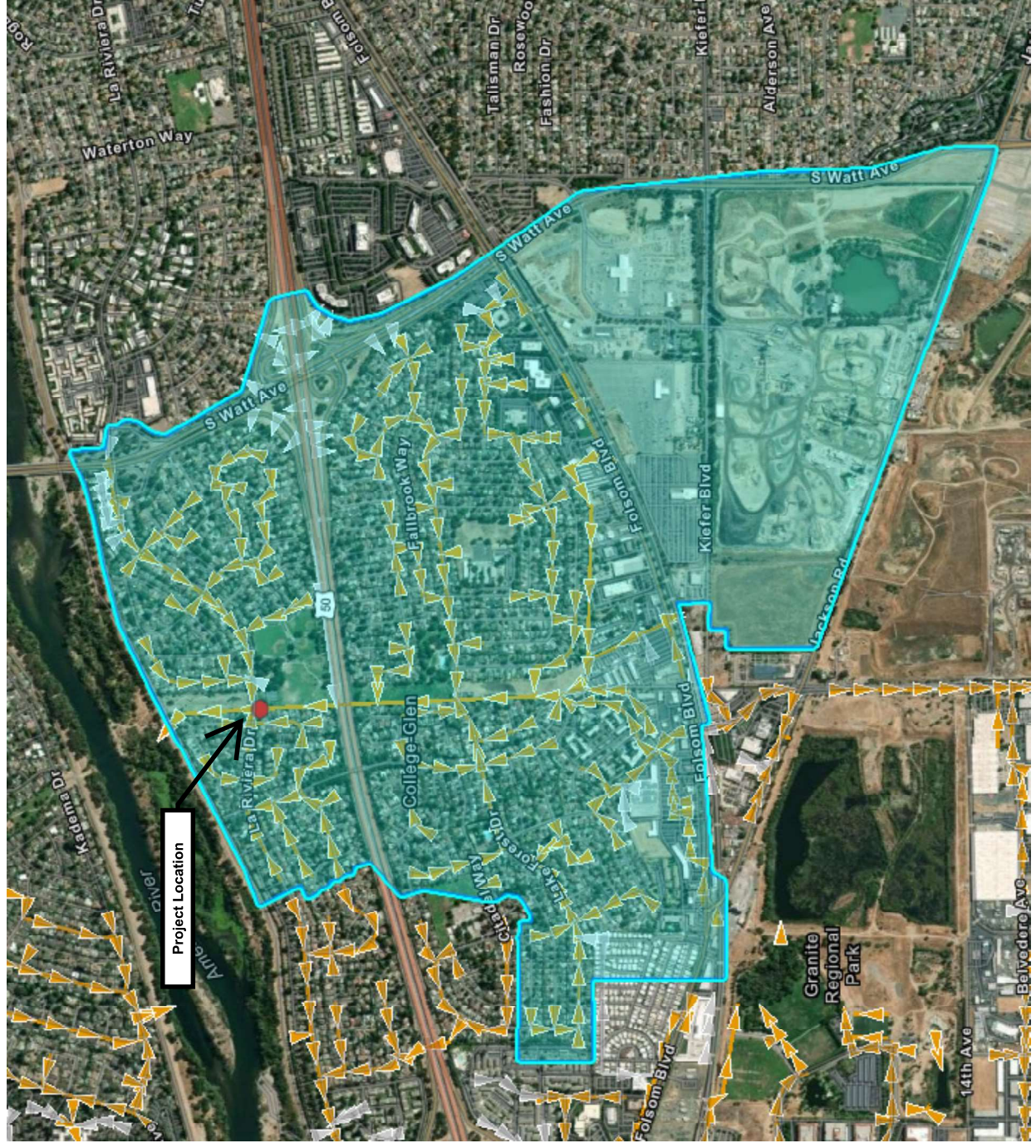


Figure 3: Full Trash Capture Device in Sears Ditch near Sacramento Inn Way & Royal Rd

Figure 4 Full Trash Capture Device Near La Riviera Drive and Mediterranean Way



Appendix C
Project Risk Registers

Project 1: I-80 N Ditch Risk Register

Risk Checkpoint:	
Date:	4/15/2025
EA/EFIS Project ID:	
Project Nickname:	1-80N Ditch
Co-RT, Post Miles:	
Project Manager:	
FY & Program (SHOPP or STIP):	
Total Costs (Capital & Support):	\$5,000,000
RTL Target:	10/15/2027

Phase	Cost Contingency \$ (Escalated 4.2% / yr.)	
	50% Prob	70% Prob
0-PA&ED	-	-
1-PS&E	-	-
2-RW Sup	-	-
3-Con Sup	-	-
Support Contingency	-	-
4-Con Cap	-	-
5-RW Cap	-	-
Capital Contingency	-	-
Total Contingency	-	-

Phase	Budget (escalated)	Recommended Contingency \$ 70% Prob	Recommended Budget \$ (escalated)
0-PA&ED		-	-
1-PS&E		-	-
2-RW Sup		-	-
3-Con Sup		-	-
Total Support	-	-	-
4-Con Cap		-	-
5-RW Cap		-	-
Total Capital	-	-	-
Total Project	-	-	-

Legend	O	Optimistic
	ML	Most Likely
	P	Pessimistic

Risk Identification								Risk Response				Risk Assessment					
Status	ID #	Type	Category	Title	Risk Statement	Current status / Assumptions	Risk Trigger	Strategy	Response Actions	Risk Owner	Updated	Probability (P)	Impacted Phase	Support (hours)	Capital cost (\$)	Schedule (Days)	Rationale
Active	1	Risk	Design	Unanticipated utilities	Additional and unanticipated utilities may be encountered and may result in design alterations, additional costs, and schedule delays.	With preliminary utility investigations based on limited as-builts and utility maps, no utility is found within the project limit.	Unanticipated utilities encountered	Accept	Utility locating services, USA markings, or/and potholing services should be performed to identify and survey unanticipated utilities during design.	Construction		1-Very Low (1-10%)	0-PA&ED Sup	O	O		
													ML	ML			
													P	P			
													O	O			
													1-PS&E Sup	ML	ML		
													P	P			
													O	O			
													3-Con Sup	ML	ML		
													P	P			
													O	O			
1%	4-Con Cap	ML	ML														
10%	P	P															
Active	2	Risk	Materials	Contaminated soil	Discovery of contaminated soil may require additional soil sampling and testing, identification of appropriate disposal sites, incur additional disposal costs, and delay construction.	Based on the information from the Geotracker website, there are no contaminated sites in the immediate project location (<1000 ft of project site).	Contaminated soil encountered	Accept	Require contractor to perform additional soil sampling and testing and identification of appropriate disposal sites.	Construction		1-Very Low (1-10%)	0-PA&ED Sup	ML	ML		
													P	P			
													O	O			
													1-PS&E Sup	ML	ML		
													P	P			
													O	O			
													3-Con Sup	ML	ML		
													P	P			
													O	O			
													1%	4-Con Cap	ML	ML	
10%	P	P															
Active	3	Risk	Funding	Inflation due to tariff	Based on the latest Federal tariff of a minimum of 10%, material costs are expected to increase by at least 10%.	The current construction climate will be further impacted by cost increases resulting from the tariff.	Effective tariff	Accept	Frequently check in with contractors regarding construction costs and adjust engineering estimates accordingly.	Construction		2-Low (11-30%)	0-PA&ED Sup	O	O		
													ML	ML			
													P	P			
													O	O			
													1-PS&E Sup	ML	ML		
													P	P			
													O	O			
													3-Con Sup	ML	ML		
													P	P			
													O	O			
11%	4-Con Cap	ML	ML														
30%	P	P															
												1-Very Low (1-10%)	0-PA&ED Sup	O	O		
													ML	ML			
													P	P			
													O	O			
													1-PS&E Sup	ML	ML		
													P	P			
													O	O			
													3-Con Sup	ML	ML		
													P	P			
													O	O			
1%	4-Con Cap	ML	ML														
10%	P	P															

Risk Checkpoint:	
Date:	6/13/2025
EA/EFIS Project ID:	
Project Nickname:	S129 at San Juan Rd
Co-RL, Post Miles:	
Project Manager:	
FY & Program (SHOPP or STIP):	
Total Costs (Capital & Support):	\$7,000,000
RTL Target:	12/31/2028

Phase	Cost Contingency \$ (Escalated 4.2% / yr.)	
	50% Prob	70% Prob
0-PA&ED	-	-
1-PS&E	-	-
2-RW Sup	-	-
3-Con Sup	-	-
Support Contingency	-	-
4-Con Cap	-	-
9-RW Cap	-	-
Capital Contingency	-	-
Total Contingency	-	-

Phase	Budget (escalated)	Recommended Contingency \$ 70% Prob	Recommended Budget \$ (escalated)
0-PA&ED		-	-
1-PS&E		-	-
2-RW Sup		-	-
3-Con Sup		-	-
Total Support	-	-	-
4-Con Cap		-	-
9-RW Cap		-	-
Total Capital	-	-	-
Total Project	-	-	-

Legend	O Optimistic
	ML Most Likely
	P Pessimistic

Risk Identification								Risk Response				Risk Assessment					
Status	ID #	Type	Category	Title	Risk Statement	Current status / Assumptions	Risk Trigger	Strategy	Response Actions	Risk Owner	Updated	Probability (P)	Impacted Phase	Support (hours)	Capital Cost (\$)	Schedule (Days)	Rationale
Active	1	Risk	Design	Unanticipated utilities	Additional and unanticipated utilities may be encountered and may result in design alterations, additional costs, and schedule delays.	With preliminary utility investigations based on limited as-builts and utility maps, PG&E utility lines were found within 50 ft of the project limit.	Unanticipated utilities encountered	Accept	Utility locating services, USA markings, or/and potholing services should be performed to identify and survey unanticipated utilities during design. A secondary design location is proposed in case the construction is not feasible due to utility conflicts.	Construction		3-Moderate (31-50%)	0-PA&ED Sup	O	O		
														ML	ML		
														P	P		
														O	O		
													1-PS&E Sup	ML	ML		
														P	P		
													3-Con Sup	O	O		
														ML	ML		
														P	P		
														O	O		
	31%	ML	ML														
	50%	P	P														
		O	O														
Active	2	Risk	Materials	Contaminated soil	Discovery of contaminated soil may require additional soil sampling and testing, identification of appropriate disposal sites, incur additional disposal costs, and delay construction.	Based on the information from the Geotracker website, there are no contaminated sites in the immediate project location (<1000 ft of project site).	Contaminated soil encountered	Accept	Require contractor to perform additional soil sampling and testing and identification of appropriate disposal sites.	Construction		1-Very Low (1-10%)	0-PA&ED Sup	ML	O	ML	
														P	P		
														O	O		
													1-PS&E Sup	ML	ML		
														P	P		
													3-Con Sup	O	O		
														ML	ML		
														P	P		
													4-Con Cap	O	O		
														ML	ML		
	1%	P	P														
	10%																
Active	3	Risk	Funding	Inflation due to tariff	Based on the latest Federal tariff of a minimum of 10%, material costs are expected to increase by at least 10%.	The current construction climate will be further impacted by cost increases resulting from the tariff.	Effective tariff	Accept	Frequently check in with contractors regarding construction costs and adjust engineering estimates accordingly.	Construction		2-Low (11-30%)	0-PA&ED Sup	O	O		
														ML	ML		
														P	P		
														O	O		
													1-PS&E Sup	ML	ML		
														P	P		
													3-Con Sup	O	O		
														ML	ML		
														P	P		
													4-Con Cap	O	O		
	ML	ML															
	11%	P	P														
	30%																
												1-Very Low (1-10%)	0-PA&ED Sup	O	O		
														ML	ML		
														P	P		
														O	O		
													1-PS&E Sup	ML	ML		
														P	P		
													3-Con Sup	O	O		
														ML	ML		
														P	P		
													4-Con Cap	O	O		
	ML	ML															
	1%	P	P														
	10%																

Project 3: Sears Ditch (\$152) Risk Register

Risk Checkpoint:	
Date:	4/30/2025
EA/EFIS Project ID:	
Project Nickname:	
S152 at Sears Ditch	
Co-RT, Post Miles:	
Project Manager:	
FY & Program (SHOPP or STIP):	
Total Costs (Capital & Support):	
\$4,000,000	
RTL Target:	
12/31/2029	

Phase	Cost Contingency \$ (Escalated 4.2% / yr.)	
	50% Prob	70% Prob
0-PA&ED	-	-
1-PS&E	-	-
2-RW Sup	-	-
3-Con Sup	-	-
Support Contingency	-	-
4-Con Cap	-	-
5-RW Cap	-	-
Capital Contingency	-	-
Total Contingency	-	-

Phase	Budget (escalated)	Recommended Contingency \$ 70% Prob	Recommended Budget \$ (escalated)
0-PA&ED		-	-
1-PS&E		-	-
2-RW Sup		-	-
3-Con Sup		-	-
Total Support	-	-	-
4-Con Cap		-	-
5-RW Cap		-	-
Total Capital	-	-	-
Total Project	-	-	-

Legend	O	Optimistic
	ML	Most Likely
	P	Pessimistic

Risk Identification								Risk Response				Risk Assessment						
Status	ID #	Type	Category	Title	Risk Statement	Current status / Assumptions	Risk Trigger	Strategy	Response Actions	Risk Owner	Updated	Probability (P)	Impacted Phase	Support (hours)	Capital cost (\$)	Schedule (Days)	Rationale	
Active	1	Risk	Design	Unanticipated utilities	Additional and unanticipated utilities may be encountered and may result in design alterations, additional costs, and schedule delays.	With preliminary utility investigations based on limited as-builts and utility maps, no utility is found within the project limit.	Unanticipated utilities encountered	Accept	Utility locating services, USA markings, or land potholing services should be performed to identify and survey unanticipated utilities during design.	Construction		1-Very Low (1-10%)	0-PA&ED Sup	O	O			
														ML	ML			
														P	P			
														O	O			
													1-PS&E Sup	ML	ML			
														P	P			
														O	O			
													3-Con Sup	ML	ML			
														P	P			
														O	O			
	1%	4-Con Cap	ML	ML														
	10%		P	P														
Active	2	Risk	Materials	Contaminated soil	Discovery of contaminated soil may require additional soil sampling and testing, identification of appropriate disposal sites, incur additional disposal costs, and delay construction.		Based on the information from the Geotracker website, there are no contaminated sites in the immediate project location (<1000 ft of project site).	Contaminated soil encountered	Accept	Require contractor to perform additional soil sampling and testing and identification of appropriate disposal sites.	Construction		1-Very Low (1-10%)	0-PA&ED Sup	ML	ML		
															P	P		
															O	O		
														1-PS&E Sup	ML	ML		
															P	P		
															O	O		
														3-Con Sup	ML	ML		
															P	P		
														O	O			
														1%	4-Con Cap	ML	ML	
	10%		P	P														
Active	3	Risk	Funding	Inflation due to tariff	Based on the latest Federal tariff of a minimum of 10%, material costs are expected to increase by at least 10%.	The current construction climate will be further impacted by cost increases resulting from the tariff.	Effective tariff	Accept	Frequently check in with contractors regarding construction costs and adjust engineering estimates accordingly.	Construction		2-Low (11-30%)	0-PA&ED Sup	O	O			
														ML	ML			
														P	P			
														O	O			
													1-PS&E Sup	ML	ML			
														P	P			
														O	O			
													3-Con Sup	ML	ML			
														P	P			
														O	O			
	11%	4-Con Cap	ML	ML														
	30%		P	P														
													1-Very Low (1-10%)	0-PA&ED Sup	O	O		
															ML	ML		
															P	P		
															O	O		
														1-PS&E Sup	ML	ML		
															P	P		
															O	O		
														3-Con Sup	ML	ML		
														P	P			
														O	O			
	1%	4-Con Cap	ML	ML														
	10%		P	P														

Project 4: Glenbrook Park (S092) Risk Register

Risk Checkpoint:	
Date:	4/30/2025
EA/EFIS Project ID:	
Project Nickname:	
S092 at Glenbrook Park	
Co-RT, Post Miles:	
Project Manager:	
FY & Program (SHOPP or STIP):	
Total Costs (Capital & Support):	
\$7,000,000	
RTL Target:	
12/31/2030	

Phase	Cost Contingency \$ (Escalated 4.2% / yr.)	
	50% Prob	70% Prob
0-PA&ED	-	-
1-PS&E	-	-
2-RW Sup	-	-
3-Con Sup	-	-
Support Contingency	-	-
4-Con Cap	-	-
5-RW Cap	-	-
Capital Contingency	-	-
Total Contingency	-	-

Phase	Budget (escalated)	Recommended Contingency \$ 70% Prob	Recommended Budget \$ (escalated)
0-PA&ED		-	-
1-PS&E		-	-
2-RW Sup		-	-
3-Con Sup		-	-
Total Support	-	-	-
4-Con Cap		-	-
5-RW Cap		-	-
Total Capital	-	-	-
Total Project	-	-	-

Legend	O	Optimistic
	ML	Most Likely
	P	Pessimistic

Risk Identification								Risk Response				Risk Assessment					
Status	ID #	Type	Category	Title	Risk Statement	Current status / Assumptions	Risk Trigger	Strategy	Response Actions	Risk Owner	Updated	Probability (P)	Impacted Phase	Support (hours)	Capital cost (\$)	Schedule (Days)	Rationale
Active	1	Risk	Design	Unanticipated utilities	Additional and unanticipated utilities may be encountered and may result in design alterations, additional costs, and schedule delays.	With preliminary utility investigations based on limited as-builts and utility maps, PG&E gas utility line is found within 150 ft of the project limit.	Unanticipated utilities encountered	Accept	Utility locating services, USA markings, or land potholing services should be performed to identify and survey unanticipated utilities during design.	Construction		1-Very Low (1-10%)	0-PA&ED Sup	O	O		
														ML	ML		
														P	P		
														O	O		
													1-PS&E Sup	ML	ML		
														P	P		
														O	O		
													3-Con Sup	ML	ML		
														P	P		
														O	O		
Active	2	Risk	Materials	Contaminated soil	Discovery of contaminated soil may require additional soil sampling and testing, identification of appropriate disposal sites, incur additional disposal costs, and delay construction.	Based on the information from the Geotracker website, there are no contaminated sites in the immediate project location (<1000 ft of project site).	Contaminated soil encountered	Accept	Require contractor to perform additional soil sampling and testing and identification of appropriate disposal sites.	Construction		1-Very Low (1-10%)	0-PA&ED Sup	ML	ML		
														P	P		
														O	O		
														O	O		
													1-PS&E Sup	ML	ML		
														P	P		
														O	O		
													3-Con Sup	ML	ML		
														P	P		
														O	O		
Active	3	Risk	Funding	Inflation due to tariff	Based on the latest Federal tariff of a minimum of 10%, material costs are expected to increase by at least 10%.	The current construction climate will be further impacted by cost increases resulting from the tariff.	Effective tariff	Accept	Frequently check in with contractors regarding construction costs and adjust engineering estimates accordingly.	Construction		2-Low (11-30%)	0-PA&ED Sup	O	O		
														ML	ML		
														P	P		
														O	O		
														O	O		
													1-PS&E Sup	ML	ML		
														P	P		
														O	O		
													3-Con Sup	ML	ML		
														P	P		
												1-Very Low (1-10%)	0-PA&ED Sup	O	O		
														ML	ML		
														P	P		
														O	O		
														O	O		
													1-PS&E Sup	ML	ML		
														P	P		
														O	O		
													3-Con Sup	ML	ML		
														P	P		
	O	O															
														O	O		
													4-Con Cap	ML	ML		
														P	P		
														O	O		

RESOLUTION NO. 2025-

Adopted by the Sacramento City Council

October 21, 2025

COOPERATIVE AGREEMENT BETWEEN THE CITY OF SACRAMENTO AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) TO RECEIVE STORMWATER REIMBURSEMENT FUNDS TO CONSTRUCT LARGE TRASH CAPTURE DEVICES

BACKGROUND

- A. The State Water Resources Control Board issued the Trash Provisions of the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries of California (Trash Provisions) which applies to both the City of Sacramento (City) and the California Department of Transportation (Caltrans) as municipal separate stormwater system (MS4) permittees.
- B. The City and Caltrans are required to comply with the Trash Provisions by installing, operating, and maintaining full capture systems (or full capture system equivalency) for storm drains that capture runoff from significant trash generating areas or regulated priority land use areas.
- C. The City has identified full capture systems to be installed, operated, and maintained by the City to meet the Trash Provisions. These systems are hydraulically connected to and receive contributing drainage runoff from Caltrans significant trash generating areas.
- D. Caltrans and the City, pursuant to California Streets and Highways Code Sections 114 and 130, will enter into a Cooperative Agreement as a watershed stakeholder within the City's jurisdiction. Caltrans has agreed to contribute an amount not to exceed \$23,000,000 to the City to fund the capital and support costs for the proposed full capture systems.
- E. The City will be responsible for all management, maintenance and operations of the constructed projects.
- F. If approved, the City will adjust the revenue and expenditure budgets per executed agreements in the Drainage Trash Capture Program, Fund 6211(W14230100-6211) in an amount not-to-exceed \$23,000,000 at the time funds are encumbered by Caltrans.

**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:

- A. Enter into a Cooperative Agreement with Caltrans to receive stormwater reimbursement funds from Caltrans to construct trash capture project facilities.
- B. Amend the revenue and expenditure budgets in the Drainage Trash Capture Program, Fund 6211 (W14230100-6211) in an amount not-to-exceed \$23,000,000.

Adopted by the City of Sacramento City Council on October 21, 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.