

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Mathew J. Fertal
Dept: General Manager
Subject: AUTHORIZE EXECUTION OF SHARED SEWER AGREEMENT WITH CITY OF STANTON

From: Keith G. Jones
Dept: Public Works
Date: October 14, 2008

OBJECTIVE

Request Garden Grove Sanitary District (GGSD) Board to authorize execution of a shared sewer agreement with the City of Stanton.

BACKGROUND

GGSD currently shares sanitary sewer mains with the City of Stanton at nine separate locations. It is common practice to have joint use sanitary sewer agreements in place to equitably cost share the operation and maintenance of the shared sanitary sewers. Although a joint use agreement is available between GGSD and the City of Stanton, it is outdated and incomplete.

DISCUSSION

GGSD's District Engineer, AKM Engineering, defined and modeled all areas of shared sanitary sewers between GGSD and the City of Stanton. The modeling updated land areas, land use, and implemented currently accepted multipliers to determine contributing sewer flows by GGSD and the City of Stanton. The shared sewer agreement will define responsibilities for GGSD and the City of Stanton when addressing maintenance and operation of shared sanitary sewers. This agreement was approved by the City of Stanton at their September 9, 2008 City Council meeting.

FINANCIAL IMPACT

There is no impact to the budget.

COMMUNITY VISION IMPLEMENTATION

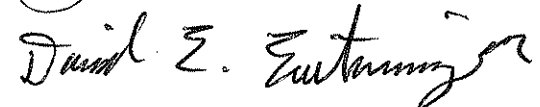
This project is consistent with the community vision for maintaining and upgrading the sewer system to ensure maximum protection of public health and the environment.

RECOMMENDATION

It is recommended that the GGSD Board:

- Authorize the execution of the shared sewer agreement with the City of Stanton.


KEITH G. JONES
Public Works Director


By: David E. Entsminger
Water Services Manager

Recommended for Approval


Matthew Feral
General Manager

Attachment 1: Shared Sewer Agreement
Attachment 2: Exhibit A – Map of Shared Sanitary Sewers & Tributary Areas
Attachment 3: Exhibit B – Unit Flow Factors and Proportionate Flows

AGREEMENT FOR JOINT USE OF SEWERAGE FACILITIES

THIS AGREEMENT FOR JOINT USE OF SEWERAGE FACILITIES (the "Agreement") is made and entered into to be effective as of the _____ day of _____, 200__ (the "Effective Date") by and between the Garden Grove Sanitary District ("District"), a subsidiary district of the City of Garden Grove, and the City of Stanton ("City"), a municipal corporation. District and City are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the District and City both own, operate, and maintain sewerage facilities within their respective jurisdictions; and

WHEREAS, it is necessary for District and City to enter into this Agreement to ensure effective operation and maintenance of sewerage facilities, protection of the public health and welfare, compliance with the Statewide Waste Discharge Requirements, and equitable cost sharing between District and City, for jointly used sewerage facilities.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises herein contained, it is hereby agreed by and between the District and the City, as follows:

1. **SHARED SANITARY SEWERS.**

(a) **Capacity Rights.**

City hereby grants to District, and District hereby grants to City, capacity rights, subject to the provisions of this Agreement, in those shared sanitary sewers located within the territorial jurisdictions of City and District, respectively, the locations of which are shown on Exhibit "A" and described on Exhibit "B" attached hereto. District and City agree to use the shared sewers only to transport wastewater from those areas specified on Exhibit "A" as tributary to the shared sanitary sewers. The diversion, release, or transmission of wastewater from any other area into the shared sanitary sewer facilities by either Party, without express written consent of the other Party, shall be deemed to be a breach of this Agreement. The shared sanitary sewers, or portions thereof, shall be deemed to be at capacity when the measured peak dry weather flow has a depth equal to the following percentage of the sewer diameter, as verified through flow monitoring:

<u>Size of Sewer</u>	<u>Percentage of Sewer Diameter</u>
Existing Shared Sewers (All Diameters)	62%
New or Replacement Shared Sewers (≥ 18 " in Diameter)	62%
New or Replacement Shared Sewers (< 18 " in Diameter)	50%

If one Party to this Agreement determines by field measurements that a portion of a shared sanitary sewer is flowing at, above or within 10% of capacity, as defined herein, that Party shall immediately notify the other Party in writing, setting forth the sewer line capacity limits, the

measured flow, and the depth of the peak dry weather flow, and provide any other information and documentation relating to the flow supporting the determination which the notifying party possesses.

Upon determination and notification that a sanitary sewer, or a portion or portions thereof, is at or exceeding capacity, both parties shall immediately cease issuance of any additional sewer connection permits and permits for increases in the number of restrooms, sinks, showers, bathtubs, or square footage in existing buildings that directly or indirectly convey wastewater to those portions of that sewer that is at or exceeding capacity. The cessation of issuance of sewer connection permits and permits for increases in the number of restrooms, sinks, showers, bathtubs, and square footage in existing buildings shall continue in force until sufficient additional sewer capacity has been constructed and been placed in operation as provided for herein.

(b) Maintenance.

City and District each agree to maintain the portions of the shared sanitary sewers as shown on Exhibit "A" which are located within their respective jurisdictions in good condition and in at least the same manner and at the same frequency as all other comparable sanitary sewers maintained by City or District. Costs for routine maintenance of any portion of a shared sanitary sewer shall be borne by the Party within whose territory the shared sanitary sewer is located. For purposes of this Agreement, routine maintenance shall include anything that is within the normal scope of sewer line maintenance duties of the responsible Party's employees or contractors, including, but not limited to, regular cleaning of the entire system (including more frequent cleaning at problem areas), visual and closed circuit television inspection and re-inspection, pump station maintenance, and root removal. Any repair in excess of the normal scope of such duties, or which is necessitated by changes from the plan design conditions, shall be undertaken pursuant to Paragraph 1(c).

(c) Replacement or Repair of Shared Sanitary Sewers.

Both parties acknowledge and agree that the shared sanitary sewers have a finite life and eventually, due to damage or deterioration, all or portions of the shared sanitary sewers may need to be repaired or replaced. When a Party determines that a portion of shared sewer within its jurisdiction is in need of repair or replacement, it shall immediately notify the other Party in writing, setting forth a description and schedule of repair or replacement and the estimated cost thereof. Unless the work is required to abate a public health or welfare problem, it shall be scheduled so that both parties can budget for the project in the next following fiscal year. Work required to abate a public health or welfare problem shall be commenced immediately. Except in the case of work required to immediately abate a public health or welfare problem, the Parties shall meet to review the plans and specifications for the repair or replacement of the shared sanitary sewer (i) upon their fifty percent (50%) completion and (ii) upon their completion, but prior to the solicitation of bids for the repair or replacement work.

The cost of repair or replacement of each shared sanitary sewer shall be apportioned to each Party according to flow as set forth on Exhibit "B." The total cost shall include both in-house and outside engineering, administration, and construction expenses. Prior to starting the repair or replacement work, the initiating Party shall invoice the other Party for its apportioned estimated cost share. The other Party shall promptly deposit the invoiced amount with the initiating Party. The initiating Party shall keep these monies in a segregated, interest bearing fund and use them only for the project for which they were deposited. Upon completion of the work and payment of all costs,

the initiating Party shall submit a report setting forth all costs incurred together with either an invoice, or a refund for the difference between the actual apportioned cost and the deposit (and any related accumulated interest).

All repair and replacement work shall be done in accordance with applicable laws, ordinances, charter provisions related to public work projects, and the applicable standards and specifications of the Party within whose jurisdiction the work is being performed.

If, within 30 days after notification, the notified Party disagrees with the necessity for, or disagrees with the estimated cost of, the repair or replacement, it shall so notify the other Party in writing. If the parties are unable to agree upon the need for or cost of the repair or replacement, the matter may be submitted to arbitration as set forth in Section 3, or the Parties may pursue any other remedies authorized by this Agreement.

This Subsection 1(c) shall apply to any replacement of a shared sewer line by a new shared sewer line of equal or lesser capacity. Section 2 of this Agreement shall apply to replacement of existing shared sewer lines by new sewer lines with a capacity greater than the capacity of the line being replaced and the construction of new shared sewer lines.

(d) Compliance with Law.

Each Party hereby agrees to operate and maintain the shared sanitary sewers within its jurisdiction and those sanitary sewers within its jurisdiction that directly or indirectly connect to shared sanitary sewers in the other Party's jurisdiction in accordance with all applicable federal and state laws and regulations, including, but not limited to, any waste discharge requirements ("WDRs") lawfully established by the State Water Resources Control Board and/or the Santa Ana Regional Water Quality Control Board, and each Party's respective Operation and Maintenance Plan when such plan is adopted (collectively, "Applicable Laws and Regulations").

2. FUTURE SANITARY SEWERS.

(a) Annual Determination of Sufficiency of Capacity in Shared Sewers.

It is anticipated that future development in the tributary areas to the shared sanitary sewers may lead to a situation in which there is a need for additional capacity, as defined in Section 1, in some of the shared sanitary sewers. On or before October 1st of each year, each Party shall determine whether the shared sanitary sewers within its jurisdiction have sufficient capacity, as defined in Section 1, to provide service without limiting connections for the next calendar year.

(b) Construction of New Shared Sanitary Sewer

If a Party determines that any shared sanitary sewers within its jurisdiction will not have sufficient capacity to provide service without limiting connections for the next calendar year, then the Parties shall meet and determine within sixty (60) days the size and estimated cost of a new, larger sanitary sewer that will provide adequate capacity for ultimate planned development within the tributary areas. The Parties anticipate that such new, larger sanitary sewers will generally be designed and constructed as replacements for the then-existing shared sanitary sewers. Unless otherwise agreed by the Parties, the Party within whose jurisdiction the new sanitary sewer will be

located shall be responsible for preparation of the plans and specifications for the new sanitary sewer. The Parties shall meet to review the plans and specifications (i) upon their fifty percent (50%) completion and (ii) upon their completion, but prior to the solicitation of bids for construction of new sanitary sewer.

The cost of the new sanitary sewer, including in-house and outside engineering, administrative, and construction, shall be apportioned between the parties in the proportions set forth on Exhibit "B."

The construction of the new line shall be scheduled to start by the mutual agreement of the parties, but in no event shall it be undertaken prior to the next July 1st so that both parties may budget for the required funds, unless earlier construction is required due to an immediate threat to public health and welfare or unless the parties mutually agree to earlier commencement of construction.

Prior to commencing construction, the Party within whose jurisdiction the new sanitary sewer will be located shall invoice the other Party for its apportioned share of the estimated total cost. The other Party shall promptly deposit the invoiced amount with the initiating Party. The initiating Party shall keep these monies in a segregated, interest bearing fund and use them only for the project for which they were deposited. Upon completion of the work, and payment of all costs, the initiating Party shall submit a report setting forth all costs incurred together with either an invoice, or a refund, for the difference between the actual apportioned cost and the deposit (and any related accumulated interest).

(c) Withdraw of Tributary Areas in Lieu of Contribution to Cost of New Shared Sewer.

In lieu of contributing to the cost of a new, larger shared sanitary sewer, a Party may elect to withdraw the areas within its jurisdiction tributary to the shared sanitary sewer from coverage under this Agreement and construct alternative connections of the sanitary sewerage facilities in such tributary areas, provided that the Party provides notice to the other Party of its intention to withdraw such tributary areas and construct alternative connections and/or facilities prior to the award of a contract by the other Party for design of the new shared sanitary sewer. The failure to provide such notice prior to the award of the design contract shall constitute a waiver of the right to elect to withdraw. A Party that makes such an election to withdraw shall, as of eighteen (18) months following the date of the election be deemed to have relinquished all capacity rights in, and rights to discharge to both the relevant existing shared sanitary sewer, to the extent such sewer remains in existence following construction of the new larger sanitary sewer, and any new supplemental or enlarged replacement sanitary sewer constructed by the other Party. The withdrawing Party shall commence construction of the alternate connections of the sanitary sewerage facilities and/or new facilities in affected tributary areas within a reasonable time after notifying the other Party of its election and, in the absence of a mutual agreement of the Parties providing otherwise, shall ensure that the alternate connections and/or facilities are constructed and in operation, and that the area served by the shared sewer no longer discharges into the shared sanitary sewer, no more than eighteen (18) months after notifying the other Party of its election. Such Party shall make a good faith effort to coordinate construction of its alternate sanitary sewer connections and/or facilities with the other Party's construction of the new sanitary sewer.

(d) Options in Event of Party's Failure to Fund Apportioned Share of New Shared Sewer.

If one of the Parties does not finance or fund its apportioned share of the new sanitary sewer or for any other reason declines to participate, then, unless such Party withdraws and constructs alternate connections as provided in Section 2(c), above, the other Party, at its sole option, may take any of the following actions:

- (i) Proceed to construct with its own funds a new supplemental sanitary sewer with capacity only for the tributary area or a portion thereof within its jurisdiction. If this option is exercised, then the non-participating Party shall have no capacity rights in the new supplemental sewer and, with respect to the existing shared sanitary sewer, shall immediately cease issuance of sewer connection permits and permits for additional fixtures in, and/or square footage additions to, existing buildings as provided for in Section 1(a). Such cessation of issuance of permits shall remain in effect until the non-participating Party constructs alternate sewer facilities with capacity for added flows from its tributary area or diverts the added flows to non-shared sanitary sewers. The non-participating party shall be solely responsible for all maintenance, repair, abandonment, and enforcement costs of the existing shared sanitary sewer following the construction of the supplemental sanitary sewer until it constructs alternate sewer facilities or diverts all of its flows to non-shared sanitary sewers;
- (ii) Proceed to construct with its own funds a new, larger sanitary sewer with capacity for the tributary areas in the jurisdictions of both parties and recover from the non-participating Party that Party's proportionate share of all necessary and appropriate costs as determined after completion of construction, plus actual damages including interest at the rate available on funds deposited in the Local Agency Investment Fund of the State of California ("LAIF" rate), all reasonable attorneys' fees, court costs, and other reasonable costs incurred in collecting said amount from the delinquent Party; and/or
- (iii) Pursue any remedy authorized in law, in equity, or by this Agreement.
- (e) Treatment of New Shared Sanitary Sewers and Amendment of Exhibits.

Upon completion of construction, new shared sanitary sewers shall be treated by the Parties in the same manner as existing shared sanitary sewers. The Parties shall, in good faith, negotiate an amendment to Exhibits A and B upon completion of each new shared sanitary sewer in order to maintain an accurate record of the shared sanitary sewers and the appropriate unit flow factors and proportionate flows.

3. ARBITRATION.

If the parties are unable to agree on the necessity, cost, or apportionment of cost of repair, replacement, or construction of shared sanitary sewers, upon mutual agreement of the parties, the matter may be submitted to arbitration pursuant to California Code of Civil Procedure, Part 3, Title 9, Sections 1280 et seq.

If the parties do not mutually agree to arbitration, either Party may pursue all remedies available to it under law, including the initiation of legal proceedings to determine each Party's rights and obligations.

4. ENFORCEMENT OF DISCHARGE REGULATIONS

(a) Primary Enforcement Responsibility.

Each Party agrees to keep in force and effect ordinances, regulations, and/or procedures regulating discharges of materials and substances into the sanitary sewers within its jurisdiction (collectively, "Discharge Regulations"), which are required by, and comply with, all Applicable Laws and Regulations. Each Party shall have primary responsibility for enforcement its own Discharge Regulations. For purposes of this Agreement, the term "enforcement" shall include monitoring, inspection, sampling, investigation of past and potential discharge violations, issuance of administrative orders and compliance schedules, recovery of administrative and civil penalties, obtaining injunctive relief to ensure compliance with applicable Discharge Regulations, and any other actions taken to ensure compliance with applicable Discharge Regulations. Nothing herein shall be construed to limit the ability of either Party to enforce its own Discharge Regulations or the terms and conditions of any sewer connection or discharge permits issued by such Party.

(b) Cooperation in Enforcement.

- (i) Either Party may request to participate with or accompany inspections being conducted within the areas tributary to the shared sanitary sewers that are outside of the requesting Party's jurisdiction, and the inspecting Party shall reasonably accommodate all such requests.
- (ii) The Parties agree to cooperate in exchanging reports, correspondence and other information relating to the discharges in the service areas within their respective jurisdictions which are tributary to the shared sanitary sewers, including data on all point sources relating to discharge quality, and information produced as a result of monitoring, inspection and enforcement. It is the intent of the parties that, except in an emergency as set forth in Section 4(b) (iii), if either Party determines that enforcement actions or additional enforcement actions are or may be needed with respect to a discharge originating within the other Party's jurisdiction, the Party so determining shall notify the other Party, and the Parties shall meet and confer in order to determine the appropriate enforcement actions to be taken and the roles of the Parties.
- (iii) In the event of a bona fide emergency, any affected Party may proceed with enforcement measures it reasonably deems necessary to protect the shared sanitary sewers within its jurisdiction, but such Party shall notify the other Party of such action as soon thereafter as possible.
- (iv) Either Party, upon becoming aware through its monitoring or inspection or by information received from a discharger or a third party, of any discharge originating within any area within its jurisdiction that is tributary to a shared sanitary sewer within the other Party's jurisdiction, which presents an imminent danger to the public

health, safety or welfare, or the environment, or which threatens to interfere with the operation of the other Party's sewerage system, shall immediately notify the other Party of such discharge. Each Party shall also immediately inform the other Party of any discharger within such tributary areas which has been determined by such Party to be in non-compliance with the terms of its discharge permit or such Party's Discharge Regulations and of what enforcement action is proposed to be taken by such determining Party.

(c) City Delegation of Secondary Enforcement Authority to District.

- (i) Delegation of City's Enforcement Authority to District. City hereby delegates to District, the limited authority necessary, within the scope of this Agreement, to enforce City's Discharge Regulations and the terms and conditions of any sewer connection or discharge permits applicable in the service areas within the City's jurisdiction which are tributary to the shared sanitary sewers located within District's jurisdiction.
- (ii) Secondary Enforcement by District. Within those portions of City's service areas that are tributary to shared sanitary sewers located within the District's jurisdiction, if the District makes a determination that enforcement or additional enforcement is necessary in a particular instance, and if the City has not initiated the enforcement or additional enforcement, the District shall be entitled to proceed independently to pursue enforcement as it deems appropriate; provided that the District has first requested that the City respond with the appropriate enforcement and (i) the City has failed to respond within a period of time that is reasonable (based on the urgency of the circumstances) or (ii) the District determines that the type or level of enforcement taken or proposed by the City is insufficient. Except in an emergency, if the District determines to take independent actions pursuant to this paragraph, it shall first notify the City as soon as possible, but not less than twenty-four (24) hours in advance of the intended enforcement action. Such notice may be given in writing or by telephone or by electronic communication or facsimile, confirmed in writing.
- (d) District Delegation of Secondary Enforcement Authority to City.
- (i) Delegation of District's Enforcement Authority to City. District hereby delegates to City, the limited authority necessary, within the scope of this Agreement, to enforce District's Discharge Regulations and the terms and conditions of any sewer connection or discharge permits applicable in the service areas within the District's jurisdiction which are tributary to the shared sanitary sewers located within City's jurisdiction.
- (ii) Secondary Enforcement by City. Within those portions of District's service areas that are tributary to shared sanitary sewers located within the City's jurisdiction, if the City makes a determination that enforcement or additional enforcement is necessary in a particular instance, and if the District has not initiated the enforcement or additional enforcement, the City shall be entitled to proceed independently to pursue enforcement as it deems appropriate; provided that the City has first requested that the District respond with the appropriate enforcement and (i) the District has failed to

respond within a period of time that is reasonable (based on the urgency of the circumstances) or (ii) the City determines that the type or level of enforcement taken or proposed by the District is insufficient. Except in an emergency, if the City determines to take independent actions pursuant to this paragraph, it shall first notify the District as soon as possible, but not less than twenty-four (24) hours in advance of the intended enforcement action. Such notice may be given in writing or by telephone or by electronic communication or facsimile, confirmed in writing.

(e) Nothing herein is intended to relieve either Party from any responsibility it may otherwise legally have for enforcement within its own jurisdiction or make the Parties jointly responsible therefore.

5. REMEDIES.

In addition to any other remedies provided elsewhere in this Agreement and by law, the parties shall be entitled to specific performance. The parties acknowledge that monetary damages are not an adequate remedy in the event of a breach by either Party to this Agreement with respect to the obligations to construct or repair facilities and to discontinue wastewater discharges to affected sewers. The Parties agree that the construction, repair or discontinuance obligations shall be specifically enforceable by any court of competent jurisdiction.

6. INDEMNIFICATION.

Each Party shall defend, indemnify and hold harmless the other Party and each of its officers, directors, councilmembers, employees, agents and representatives against and from any and all actions, claims, damages to persons or property, fines, fees, penalties, obligations or liabilities, including attorneys fees, that may be asserted or claimed by an person, firm, corporation political subdivision, governmental agency, or other organization, arising out of, resulting from, or in connection with (i) the negligence or willful misconduct of itself, its officers, agents, employees, or representatives in the performance of this Agreement, and (ii) any wastewater discharge from a sanitary sewer operated by, or on behalf of, itself, into a shared sanitary sewer within the jurisdiction of the other Party.

7. ATTORNEY'S FEES AND COSTS.

In the event that litigation becomes necessary for the resolution of any dispute arising under the terms of this agreement, the prevailing Party shall be entitled to its reasonable attorney's fees and costs from the other Party.

8. TERM AND TERMINATION.

The term of this Agreement shall commence upon approval and execution of this document by both parties, and shall continue for so long as is necessary to carry out the purposes of this Agreement. This Agreement may be terminated at any time by the written agreement of both parties.

9. AMENDMENT.

(a) This Agreement may be amended from time-to-time by the written agreement of both parties.

(b) Each Party shall promptly notify the other Party of, and the Parties shall endeavor to appropriately amend Exhibits "A" and/or "B" to this Agreement within a reasonable time following, (i) the withdrawal and disconnection of tributary areas from any shared sewers, (ii) any changes in the land use designation of an area tributary to a shared sanitary sewer, (iii) changes in other unit flow factors utilized in calculating the Party's respective proportionate flows and cost sharing percentages, or (iv) construction of new shared sanitary sewers.

10. NOTICES.

All notices or other communications required or permitted hereunder shall be in writing, and shall conclusively be deemed to have been given upon the date it is (i) enclosed in a sealed envelope addressed to the Party to whom it is intended, and deposited in the United States Mail with adequate postage; (ii) delivered to the office of the intended Party; or (iii) sent through other commercially reasonable means, such as overnight delivery by a reputable courier company. The addresses of the respective parties for all notices shall be:

CITY: City of Stanton
Attn: City Manager
7800 Katella Avenue
Stanton, CA 90680

DISTRICT: Garden Grove Sanitary District
Attn.: General Manager
P. O. Box 3070
Garden Grove, CA 92842

Any Party may, by written notice to the others, designate a different address, which shall be substituted for that specified above.

11. SEVERABILITY.

If any term, provision, covenant, or condition set forth in this Agreement is held by the final judgment of a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, covenants, and conditions shall continue in full force and effect to the extent that the basic intent of the Parties as expressed herein can be accomplished. In addition, in such event the Parties shall cooperate in good faith in an effort to amend or modify this Agreement in a manner such that the purpose of the invalidated or voided provision, covenant, and condition can be accomplished to the maximum extent legally permissible; provided, however, that in no event shall either Party be required to agree to an amendment or modification of this Agreement that materially adversely impacts its rights or materially increases its obligations or risks as set forth herein.

12. WAIVER.

No waiver of any right or remedy by a Party with respect to any occurrence or event under this Agreement shall constitute a continuing waiver or be deemed a waiver of any right or remedy in respect to any other or subsequent occurrence or event.

13. ENTIRE AGREEMENT.

This Agreement (including the Exhibits hereto) constitutes the entire understanding and agreement of the Parties and supersedes all previous negotiations, discussions and agreements between the Parties relative to the joint use of sanitary sewers.

14. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

15. RECITALS.

The Recitals above are hereby incorporated into this section as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first set forth above.

“DISTRICT”

GARDEN GROVE SANITARY DISTRICT

ATTEST:

By: _____
Board Chairman

By: _____
Board Secretary

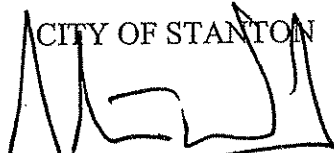
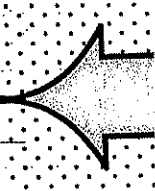
APPROVED AS TO FORM:

By: _____
District Counsel

“CITY”

CITY OF STANTON

ATTEST:

By:  _____
City Manager 

By:  _____
City Clerk

APPROVED AS TO FORM:

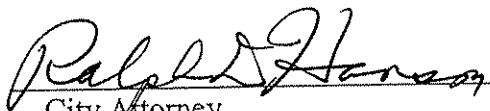
By:  _____
City Attorney

EXHIBIT "A"

MAP OF SHARED SANITARY SEWERS AND TRIBUTARY AREAS

EXHIBIT "B"

UNIT FLOW FACTORS AND PROPORTIONATE FLOWS

EXHIBIT B
GARDEN GROVE SANITARY DISTRICT AND CITY OF STANTON SHARED SANITARY SEWERS UNIT FLOW FACTORS AND PROPORINATE FLOWS

Land Uses	Low Density	Medium Density	High Density	Commercial	Industrial	School	Open Space
Unit Flow Factor (gpd/ac)	2,000	3,880	5,820	3,230	3,000	420	200

Node flow applied	GGSD Manhole ID	Land Use	Unit Flow Factor (gpd/ac)	GGSD			Stanton			Total ave Flow (gpd)	Total ave Flow (cfs)	Cumulative Flow GGSD (cfs)	Cumulative Flow Stanton (cfs)	% GGSD	% Stanton
				Area (Ac)	Ave Flow (gpd)	Ave Flow (cfs)	Area (Ac)	Ave Flow (gpd)	Ave Flow (cfs)						
		High Density (S12, S8)	5,820	6	34,920	0.054	1	5,820	0.009						
		Commercial (S11, S13, S7)	3,230	9	29,070	0.045	2	6,460	0.010						
		Mixed Use (S14)	3,230	6	19,380	0.030									
		Subtotal 1 - GGGLVD, Fern to Sycamore		21	83,370	0.129	3	12,280	0.019	95,650	0.148	0.129	0.019	87%	13%
		Low Density (S3, S9, S10)	2,000	45	90,000	0.139	10	20,000	0.031						
		Medium Density (S2, S122)	3,880				25	97,000	0.150						
		High Density (S4)	5,820				6	34,920	0.054						
		Commercial (S1, S5)	3,230				6	19,380	0.030						
		Mixed Use (S15)	3,230	5	16,150	0.025									
2 includes 1	MHJ130005		3,230	50	106,150	0.164	47	171,300	0.265	373,100	0.577	0.293	0.284	51%	49%
		Subtotal 2 - GGGLVD, Sycamore to Coast					10	32,300	0.050	405,400	0.627	0.293	0.334	47%	53%
3 includes 2	MHJ130006	Commercial (S6)	3,230				10	32,300	0.050						
		Subtotal 3 - Coast, GGGLVD to 309.3' south of GGGLVD					7	22,610	0.035						
4 includes 3	MHJ130007	Commercial (S16)	3,230	7	22,610	0.035									
		Subtotal 4 - Coast, 309.3' south of GGGLVD to Larson					19	110,580	0.171						
5 includes 4		High Density (S17)	5,820	19	110,580	0.171									
		Subtotal 5 - Coast, Larson to Central					19	110,580	0.171	538,590	0.833	0.498	0.334	60%	40%
6 includes 5		Low Density (S18)	2,000	7	14,000	0.022									
		Subtotal 6 - Coast, Central to Imperial					7	14,000	0.022	552,590	0.855	0.521	0.334	61%	39%
7 includes 6		Low Density (S19)	2,000	9	18,000	0.028									
		Subtotal 7 - Coast, Imperial to Bestel					9	18,000	0.028	570,590	0.883	0.549	0.334	62%	38%
8 includes 7		Low Density (S20)	2,000	5	10,000	0.015									
		Subtotal 8 - Coast, Bestel to Trask					5	10,000	0.015	580,590	0.898	0.564	0.334	63%	37%
9 includes 8		Low Density (S21, S22)	2,000	51	102,000	0.158									
		High Density (S24, S25)	5,820	81	471,420	0.729									
		Commercial (S26)	3,230	2	6,460	0.010									
		School (S23)	420	11	4,620	0.007									
		Mixed Use (S27)	3,230	11	35,530	0.055									
		Subtotal 9 - Trask, Coast to Beach		156	620,030	0.959	60	215,880	0.334	1,200,620	1.857	1.523	0.334	82%	18%
		Total		274	984,740	1.523	60	215,880	0.334	1,200,620	1.857	1.523	0.334	82%	18%

NOTE:
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 Sites in red represent Stanton Tributary Areas

EXHIBIT B
GARDEN GROVE SANITARY DISTRICT AND CITY OF STANTON SHARED SANITARY SEWERS UNIT FLOW FACTORS AND PROPORTINATE FLOWS

Land Uses	Low Density	Medium Density	High Density	Commercial	Industrial	School	Open Space
Unit Flow Factor (gpd/ac)	2,000	3,880	5,820	3,230	3,000	420	200

Node Flow applied	GGSD Manhole ID	Land Use	Unit Flow Factor (gpd/ac)	GGSD						Stanton			Total ave Flow (gpd)	Total ave Flow (cfs)	Cumulative Flow GGSD (cfs)	Cumulative Flow Stanton (cfs)	% GGSD	% Stanton				
				Area (Ac)	Ave Flow (gpd)	Ave Flow (cfs)	Area (Ac)	Ave Flow (gpd)	Ave Flow (cfs)	Area (Ac)	Ave Flow (gpd)	Ave Flow (cfs)										
																			Area (Ac)	Ave Flow (gpd)	Ave Flow (cfs)	
20	MHI130003	Commercial (S34, S35)	3,230	9	29,070	0.045	12	38,760	0.060	9	29,070	0.045	12	38,760	0.060	67,830	0.105	0.060	0.060	43%	57%	
		<i>Subtotal 20 - Garden Grove Blvd. east of Village Center Drive</i>		9	29,070	0.045	12	38,760	0.060	9	29,070	0.045	12	38,760	0.060							
21	MHI130005	Commercial (S32, S84)	3,230	6	19,380	0.030	7	22,610	0.035	6	19,380	0.030	7	22,610	0.035							
		<i>Subtotal 21 - Garden Grove Blvd, Village Center Drive to east of Hoover</i>		6	19,380	0.030	35	185,570	0.287	6	19,380	0.030	35	185,570	0.287	272,780	0.422	0.075	0.347	18%	82%	
22	MHI130008	Commercial (S30)	3,230	5	16,150	0.025				5	16,150	0.025										
		<i>Subtotal 22 - Garden Grove Blvd, east of Hoover to Hoover (OCSD)</i>		5	16,150	0.025	13	39,000	0.060	5	16,150	0.025	13	39,000	0.060	327,930	0.507	0.100	0.407	20%	80%	
		Total		20	64,600	0.100	60	263,330	0.407	20	64,600	0.100	60	263,330	0.407	327,930	0.507	0.100	0.407			

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EXHIBIT B
GARDEN GROVE SANITARY DISTRICT AND CITY OF STANTON SHARED SANITARY SEWERS UNIT FLOW FACTORS AND PROPORTINATE FLOWS

Land Uses	Low Density	Medium Density	High Density	Commercial	Industrial	School	Open Space
Unit Flow Factor (gpd/lac)	2,000	3,880	5,820	3,230	3,000	420	200

Node flow applied	GGSD Manhole ID	Land Use	Unit Flow Factor (gpd/lac)	GGSD			Stanton			Total ave Flow (cfs)	Cumulative Flow GGSD (cfs)	Cumulative Flow Stanton (cfs)	% GGSD Stanton	% Stanton
				Area (Ac)	Ave Flow (gpd)	Ave Flow (cfs)	Area (Ac)	Ave Flow (gpd)	Ave Flow (cfs)					
30	MHK090037	Low Density (S73)	2,000	5	10,000	0.015	7	40,740	0.063					
		High Density (S41)	5,820	5	10,000	0.015	7	40,740	0.063	50,740	0.078	0.063	20%	80%
Subtotal 30 - Dale, Barr to Enault			2,000	3	6,000	0.009				56,740	0.088	0.063	28%	72%
31		Low Density (S40)	2,000	3	6,000	0.009								
Subtotal 31 - Dale, Enault to Robinet			2,000	16	32,000	0.050								
32		Low Density (S74)	2,000	13	5,460	0.008								
		School (S38)	420	29	37,460	0.058				94,200	0.146	0.063	57%	43%
Subtotal 32 - Dale, Robinet to Lampson			2,000	2	4,000	0.006								
33		Low Density (S76)	2,000	5	29,100	0.045								
		High Density (S75)	5,820	7	33,100	0.051				127,300	0.197	0.134	68%	32%
Subtotal 33 - Lampson, Dale to west of Dale			2,000	3	6,000	0.009								
34		Low Density (S77)	200	11	2,200	0.003								
		Open Space (S93)	200	14	8,200	0.013				135,500	0.210	0.147	70%	30%
Subtotal 34 - Lampson, west of Dale to west of Arrowhead			5,820	2	11,640	0.018	11	64,020	0.099					
35		High Density (S78, S79, S39)	3,880	8	31,040	0.048								
		Medium Density (S82)	200	10	2,000	0.003								
		Open Space (S37)	200	20	44,680	0.069	11	64,020	0.099	244,200	0.378	0.216	57%	43%
Subtotal 35 - Lampson, west of Arrowhead to east of Beach Blvd.			5,820	2	11,640	0.018	2	11,640	0.018					
36		High Density (S81)	3,880	4	15,520	0.024	5	19,400	0.030					
		Medium Density (S80, S83)	3,230	16	51,680	0.080	16	51,680	0.080	342,440	0.530	0.240	45%	55%
		Commercial (S36, S97)	3,230	4	15,520	0.024	23	82,720	0.128	342,440	0.530	0.240	45%	55%
Subtotal 36 - Lampson, east of Beach Blvd. to Beach Blvd. (OCSD)			Total	82	154,960	0.240	41	187,480	0.230	342,440	0.530	0.240	45%	55%

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EXHIBIT B
GARDEN GROVE SANITARY DISTRICT AND CITY OF STANTON SHARED SANITARY SEWERS UNIT FLOW FACTORS AND PROPORTINATE FLOWS

Land Uses	Low Density	Medium Density	High Density	Commercial	Industrial	School	Open Space
Unit Flow Factor (gpd/ac)	2,000	3,880	5,820	3,230	3,000	420	200

Node flow applied	GGSD Manhole ID	Land Use	Unit Flow Factor (gpd/ac)	GGSD			Stanton			Total ave Flow (cfs)	Total ave Flow (gpd)	Cumulative Flow GGSD (cfs)	Cumulative Flow Stanton (cfs)	% GGSD	% Stanton
				Area (Ac)	Ave Flow (gpd)	Ave Flow (cfs)	Area (Ac)	Ave Flow (gpd)	Ave Flow (cfs)						
80		High Density (S108, S110)	5,820	7	40,740	0.063	7	40,740	0.063						
		Commercial (S100, S101, S102, S99)	3,230				14	45,220	0.070						
		<i>Subtotal 80 - Beach Blvd, south of Chapman</i>		7	40,740	0.063	21	85,960	0.133	126,700	0.196	0.063	0.133	32%	68%
81 includes 80		Low Density (S103)	2,000				24	48,000	0.074						
		High Density (S104, S106)	5,820				15	87,300	0.135						
		Medium Density (S105)	3,880				3	11,640	0.018						
		Commercial (S107, S109, S111)	3,230				9	29,070	0.045						
		<i>Subtotal 81 - Beach Blvd, south of Chapman to Lampson</i>					51	176,010	0.272	302,710	0.468	0.063	0.405	13%	87%
		Total		7	40,740	0.063	72	261,970	0.405	302,710	0.468	0.063	0.405		

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EXHIBIT B
GARDEN GROVE SANITARY DISTRICT AND CITY OF STANTON SHARED SANITARY SEWERS UNIT FLOW FACTORS AND PROPORTINATE FLOWS

Land Uses	Low Density	Medium Density	High Density	Commercial	Industrial	School	Open Space
Unit Flow Factor (gpd/ac)	2,000	3,880	5,820	3,230	3,000	420	200

Node flow applied	GGSD Manhole ID	Land Use	Unit Flow Factor (gpd/ac)	GGSD			Stanton			Total ave Flow (cfs)	Cumulative Flow GGSD (cfs)	Cumulative Flow Stanton (cfs)	% GGSD Stanton	% Stanton
				Area (Ac)	Ave Flow (gpd)	Ave Flow (cfs)	Area (Ac)	Ave Flow (gpd)	Ave Flow (cfs)					
60	MHI090022	Low Density (S70)	2,000	3	6,000	0.009								
		High Density (S700)	5,820	1	5,820	0.009								
		Subtotal 60 - Santa Rosalia, Vanguard to Army		4	11,820	0.018				11,820	0.018		100%	0%
61 includes 60	MHI090024	Low Density (S86)	2,000				5	10,000	0.015					
		Subtotal 61 - Santa Rosalia, Army to Laurelton					5	10,000	0.015	21,820	0.034	0.015	54%	48%
62	MHI090018	Low Density (S85)	2,000	4	8,000	0.012								
		Commercial (S96)	3,230				7	22,610	0.035					
		School (S49)	420	11	4,620	0.007								
		Subtotal 62 - Laurelton, east of Santa Rosalia		15	12,620	0.020				35,230	0.055	0.035	36%	64%
63		Low Density (S88)	2,000	3	6,000	0.009								
		Subtotal 63 - Belgrave, east of Santa Rosalia		3	6,000	0.009				6,000	0.009	0.000	100%	0%
64 includes 61, 62, & 63	MHI090015	Low Density (S87)	2,000				5	10,000	0.015					
		Subtotal 64 - Santa Rosalia, Belgrave to Bentley					5	10,000	0.015	73,050	0.113	0.066	42%	58%
65 includes 64		Low Density (S89, S90)	2,000	1	2,000	0.003								
		Subtotal 65 - Santa Rosalia, Bentley to Devonwood		1	2,000	0.003				85,050	0.132	0.081	38%	62%
66		Low Density (S71)	2,000	3	6,000	0.009								
		Subtotal 66 - Fieldgate, north of Devonwood		3	6,000	0.009				6,000	0.009	0.009	100%	0%
67 includes 65 & 66		Low Density (S91)	2,000				8	16,000	0.025					
		Subtotal 67 - Santa Rosalia, Devonwood to north of Lampson					8	16,000	0.025	107,050	0.166	0.109	36%	64%
68 includes 67		Low Density (S92)	2,000				22	44,000	0.068					
		Subtotal 68 - Santa Rosalia, north of Lampson		22	44,000	0.068				151,050	0.234	0.174	25%	75%
		Total		26	38,440	0.059	52	112,610	0.174	151,050	0.234	0.059	0.174	

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**EXHIBIT B
GARDEN GROVE SANITARY DISTRICT AND CITY OF STANTON SHARED SANITARY SEWERS UNIT FLOW FACTORS AND PROPORTINATE FLOWS**

Land Uses	Low Density	Medium Density	High Density	Commercial	Industrial	School	Open Space
Unit Flow Factor (gpd/ac)	2,000	3,880	5,820	3,230	3,000	420	200

Node flow applied	GGSD Manhole ID	Land Use	GGSD				Stanton				Total ave Flow (cfs)	Cumulative Flow GGSD (cfs)	Cumulative Flow Stanton (cfs)	% GGSD	% Stanton	
			Area (Ac)	Ave Flow (gpd)	Ave Flow (cfs)	Unit Flow Factor (gpd/ac)	Area (Ac)	Ave Flow (gpd)	Ave Flow (cfs)							
44	MHK090043	Low Density (S43)	81	162,000	0.251	2,000										
		High Density (S67,S64)	1	5,820	0.009	5,820	2	11,640	0.018							
		Commercial (S63, S66)	2	6,460	0.010	3,230	2	6,460	0.010							
		School (S65)	11	4,620	0.007	420										
Subtotal 44 - Chapman, Date to Anaheim Barber City Channel			95	178,900	0.277		18,100	0.028				0.277			91%	9%
45 includes 44	MHJ090003	High Density (S44)	3	17,460	0.027	5,820										
		Medium Density (S42)	3	17,460	0.027	3,880	12	46,560	0.072				0.304			75%
Subtotal 45 - Chapman, Anaheim Barber City Channel to Nearing							46,560	0.072				0.304			75%	25%
46 includes 45		Low Density (S51,S52, S53, S54, S55, S59, S121)	177	354,000	0.548	2,000										
		High Density (S62)	9	52,380	0.081	5,820										
		School (S61,S1000)	50	21,000	0.032	420										
			236	427,380	0.661	5,820										
Subtotal 46 - Chapman, Nearing to Rockview																
47 includes 46	MHJ090005	High Density (S45)														
Subtotal 47 - Chapman, Rockview to Arthur																
48 includes 47	MHJ090008	Low Density (S56)	20	40,000	0.062	2,000										
		School (S46)				420										
Subtotal 48 - Chapman, Arthur to west of Beach Blvd.																
49 includes 48	MHJ090009	High Density (S57)														
Subtotal 49 - Chapman, west of Beach Blvd. to Beach Blvd.																
50 includes 49	MHJ090910	Low Density (S117,S1002, S1001)	8	16,000	0.025	2,000										
		High Density (S115,S120)				5,820	3	17,460	0.027							
		Commercial (S68, S69, S114,S1006)				3,230	22	71,060	0.110							
			8	16,000	0.025	3,230	52	142,520	0.220							
Subtotal 50 - Beach Blvd. and Chapman																
51 includes 50	MHJ090026	Commercial (S47)														
Subtotal 51 - Chapman, Beach Blvd. to Western (CGSD)																
Total			362	679,740	1.052		296,310	0.458				1.052		0.458	70%	30%

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EXHIBIT B
GARDEN GROVE SANITARY DISTRICT AND CITY OF STANTON SHARED SANITARY SEWERS UNIT FLOW FACTORS AND PROPORTIONATE FLOWS

Land Uses	Low Density	Medium Density	High Density	Commercial	Industrial	School	Open Space
Unit Flow Factor (gpd/ac)	2,000	3,880	5,820	3,230	3,000	420	200

Node flow applied	GGSD Manhole ID	Land Use	Unit Flow Factor (gpd/ac)	GGSD				Stanton				Total ave Flow (gpd)	Total ave Flow (cfs)	Cumulative Flow GGSD (cfs)	Cumulative Flow Stanton (cfs)	% Garden Grove	% Stanton
				Area (Ac)	Ave Flow (gpd)	Ave Flow (cfs)	Area (Ac)	Ave Flow (gpd)	Ave Flow (cfs)								
70		Low Density (\$50)	2,000	36	72,000	0.111	3	9,690	0.015	177,000	0.274	0.116	0.157	43%	57%		
		Commercial (\$60)	3,230	1	3,230	0.005	16	62,080	0.096								
		Medium Density (Mobile Home)	3,880				10	30,000	0.046								
		Industrial	3,000	37	75,230	0.116	29	101,770	0.157								
Subtotal 70 - Katella and Dale																	
71 includes 70		Industrial	3,000				57	171,000	0.265								
		Medium Density	3,880				8	31,040	0.048								
Subtotal 71 - Dale to Court																	
72 includes 71		Commercial	3,230				10	32,300	0.050								
Subtotal 72 - Court to Chestnut																	
73 includes 72		Commercial	3,230				4	12,920	0.020								
Subtotal 73 - Chestnut to Beach Blvd.																	
74 includes 73		Low Density	2,000				5	10,000	0.015								
		Commercial	3,230				2	6,460	0.010								
Subtotal 74 - Beach Blvd. to Flower																	
75 includes 74		Low Density	2,000				115	230,000	0.356								
		Medium Density	3,880				21	81,480	0.126								
		High Density	5,820				106	619,364	0.958								
		Commercial	3,230				37	119,510	0.185								
		Industrial	3,000			154	460,500	0.712									
Subtotal 75 - Flower to Rose																	
76 includes 75		Low Density	2,000				8	16,000	0.025								
		Commercial	3,230				3	9,690	0.015								
Subtotal 76 - Rose to Cedar																	
77 includes 76		Low Density	2,000				7	14,000	0.022								
		Commercial	3,230				2	6,460	0.010								
Subtotal 77 - Cedar to Oak																	
78 includes 77		Low Density	2,000				7	14,000	0.022								
		Medium Density	3,880				20	77,600	0.120								
		Commercial	3,230				3	8,075	0.012								
Subtotal 78 - Oak to Dale																	
79 includes 78		Commercial	3,230				30	99,675	0.154								
Subtotal 79 - Dale to Western																	
Total				37	75,230	0.116	589	2,022,169	3.128	2,097,399	3.245	0.116	3.128	0.116	3.128	4%	96%

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**EXHIBIT B
GARDEN GROVE SANITARY DISTRICT AND CITY OF STANTON SHARED SANITARY SEWERS UNIT FLOW FACTORS AND PROPORTIONATE FLOWS**

Land Uses	Low Density	Medium Density	High Density	Commercial	Industrial	School	Open Space
Unit Flow Factor (gpd/ac)	2,000	3,880	5,820	3,230	3,000	420	200

Node flow applied	GGSD Manhole ID	Land Use	Unit Flow Factor (gpd/ac)	GGSD			Stanton			Total ave Flow (gpd)	Total ave Flow (cfs)	Cumulative Flow GGSD (cfs)	Cumulative Flow Stanton (cfs)	% GGSD	% Stanton
				Area (Ac)	Ave Flow (gpd)	Ave Flow (cfs)	Area (Ac)	Ave Flow (gpd)	Ave Flow (cfs)						
200	MHK040011	Low Density (S281)	2,000	2	4,000	0.006	7	40,740	0.063						
		High Density (S284, S267)	5,820	2	4,000	0.006	7	40,740	0.063			0.006	0.063	9%	91%
Subtotal 200 - Syracuse, Magnolia to Mac															
202 includes		Low Density (S800)	2,000	11	22,000	0.034									
200		Low Density to Katella	2,000	11	22,000	0.034						0.040	0.063	39%	61%
204 includes		Low Density (S282)	2,000	13	26,000	0.040									
202		Low Density, Mac to west of Magnolia	2,000	13	26,000	0.040						0.080	0.063	56%	44%
Subtotal 204 - Katella, Mac to west of Magnolia															
206 includes		Commercial (S269, S283)	3,230	5	16,150	0.025									
204	MHK050049	High Density (S270)	5,820	1	5,820	0.009						0.114	0.063	64%	36%
204		High Density to Magnolia	5,820	6	21,970	0.034						0.114	0.063	64%	36%
Subtotal 206 - Katella, west of Magnolia															
207 includes		Commercial (S268)	3,230				1	3,230	0.005						
206	MHK050050	Commercial to Magnolia	3,230				1	3,230	0.005			0.114	0.068	63%	37%
Subtotal 207 - Katella, west of Magnolia to Magnolia															
Total				32	73,970	0.114	8	43,970	0.068			0.114	0.182	63%	37%

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EXHIBIT B
GARDEN GROVE SANITARY DISTRICT AND CITY OF STANTON SHARED SANITARY SEWERS UNIT FLOW FACTORS AND PROPORTINATE FLOWS

Land Uses	Low Density	Medium Density	High Density	Commercial	Industrial	School	Open Space
Unit Flow Factor (gpd/ac)	2,000	3,880	5,820	3,230	3,000	420	200

Pacific Avenue from Rodeo Drive to Magnolia Street Sewer Flows and Cost Sharing	GGSD Manhole ID	Land Use	Unit Flow Factor (gpd/ac)	Garden Grove			Stanton			Total ave Flow for GGSD, Stanton, and Anaheim (cfs)	Total ave Flow for GGSD, Stanton, and Anaheim (cfs)	Cumulative Flow Garden Grove (cfs)	Cumulative Flow Stanton (cfs)	% Garden Grove	% Stanton
				Area (Ac)	Ave Total Flow (gpd)	Ave Total Flow (cfs)	Area (Ac)	Ave Total Flow (gpd)	Ave Total Flow (cfs)						
flow applied															
		Low Density (\$254)	2,000	30	60,000	0.093									
		Low Density (\$280)	2,000	30	60,000	0.093									
		Commercial (\$1005)	3,230	4	8,000	0.072	9	29,070	0.045						
		High Density (\$253)	5,820	4	8,000	0.072	16	93,120	0.144						
		Total		34	68,000	0.105	25	122,190	0.189	190,190	0.294	0.105	0.189	36%	64%
		Subtotal 211 - Pacific, east of Magnolia to Magnolia								190,190	0.294	0.105	0.189		
		Subtotal 212 - Pacific, Rodeo to east of Magnolia								60,000	0.093	0.093		100%	0%

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