

NOTICE OF PUBLIC MEETING & Summary of Proposed Ordinance

Notice is hereby given that the Yreka City Council will hold a public hearing at its regular meeting to consider an ordinance entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YREKA, CALIFORNIA ESTABLISHING THE PRIVATE LATERAL INSPECTION AND REPAIR ORDINANCE." All interested persons are invited to attend the meeting, including all persons owning property within the City of Yreka's wastewater service area, to appear and be heard as to whether the proposed fees and service charges are discriminatory or excessive, or will not be sufficient under Government Code §§ 66016, 54354.5 and Health and Safety Code § 5471 or will not comply with other provisions of California law, or will not comply with any other provisions or covenants of any outstanding revenue bonds of the local agency payable from revenues of the enterprise, or on any other matter relating to said proposed ordinance of the rates or charges proposed therein, at the following time and place:

TIME OF HEARING: 6:30 p.m.

DATE OF HEARING: Thursday, August 6, 2015

**PLACE OF HEARING: Council Chambers at 701 Fourth Street,
Yreka, California**

If a ratepayer desires to challenge the determination of the Yreka City Council in court they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Yreka at the meeting or to 701 Fourth Street, Yreka, CA 96097 prior to the meeting. Any legal action contesting this ordinance, if passed, must be filed with the court within the time specified by Government Code § 66022.

City Council will be considering whether to adopt an ordinance that would impose a service charge reimbursing the City for its reasonable costs and attorney's fees incurred in providing work or services to remove any blockage, effect repair or otherwise work on a private lateral sewer line which is the responsibility of the property receiving wastewater treatment services.

The ordinance would require a property owner to maintain its sanitary sewer lateral free from blockages and keep the line in good repair so that it is watertight. It would also require the property owner to employ a plumber to inspect, test and provide the City with a certification that the property owners connection to the sewer main is, among other things, unobstructed, watertight and free of structural defects. The certification is required to be provided upon the happening of certain specified events. For example upon title transfer; the structure's extensive remodeling; when the lateral or sewer main is replaced; when two or more sanitary sewer overflows caused by the lateral occur within two years; when the use of a structure changes; when the structure has been vacant for more than three years; and from time to time when the lateral is more than 1000 feet in length. It would also require common interest developments and other parcels or parcel groups having a private lateral sewer lines longer than 1000 feet to periodically inspect and provide the required certification. The ordinance also contains enforcement authority which includes the right to terminate wastewater services to the property. The ordinance also allows the City to develop and implement further regulations and procedures for the administration of the ordinance.

The full text of this ordinance as well as information indicating the current amount of cost or estimated cost to provide the service for which the fee or service charge that would be levied is available for public inspection and copying in accordance with the California Public Records Act

at the office of the City Clerk at 701 Fourth Street, Yreka, California. No fee or service charge shall exceed the estimated amount required to provide the service for which the fee or charge is levied.



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ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF YREKA, CALIFORNIA ESTABLISHING THE PRIVATE
LATERAL INSPECTION AND REPAIR ORDINANCE**

Now, Therefore, the City Council of the City of Yreka does ordain as follows:

SECTION ONE – CLASSIFICATION.

This ordinance is classified as a codified ordinance of a permanent nature.

SECTION TWO – REPEAL AND SUBSTITUTION.

The provisions of this ordinance supersedes Section 12.16.035 of the Yreka Municipal Code and its former provisions are hereby repealed in their entirety and the following provisions are hereby substituted in its stead:

12.16.035 The Private Lateral Inspection and Repair Ordinance

12.16.035.010 Short Title. This ordinance shall be known as the "Private Lateral Inspection and Repair Ordinance" and may be cited accordingly.

1 12.16.035.020 **Purpose.** This Private Lateral Inspection and Repair
2 Ordinance establishes regulations for the inspection, testing, repair,
3 replacement, and ongoing maintenance of Private Sewer Laterals. The
4 purpose of this Ordinance is to provide for the operation and
5 maintenance of wastewater conveyance and treatment facilities in a
6 reliable and serviceable manner and to reduce infiltration and inflow
7 into the Public Sewer system.

8
9 12.16.035.030. **Definitions.**

10
11 (1)**City.** The City of Yreka, California.

12
13 (2)**Cleanout.** A pipe fitting and associated piping connected to a
14 Private Sewer Lateral that provides access to the Private Sewer
15 Lateral for purposes of flushing, rodding, cleaning, and other
16 maintenance and diagnostic purposes.

17
18 (3)**Common Interest Development.** A development managed or
19 governed by a Homeowners' Association. Examples of Common
20 Interest Developments may include condominium projects, planned
21 unit developments, community apartment projects (in which the
22 individual units are owned), and stock cooperatives.

23
24 (4)**Compliance Certificate.** Certificates issued by the City upon its
25 determination that all Private Sewer Laterals associated with a
26 parcel have demonstrated compliance with applicable standards by
27 passing a Verification Test.

28
29 (5)**Director.** The Director of Public Works of the City of Yreka, or his
30 or her designated representative.

31
32 (6)**Exemption Certificate.** A certificate issued by the City as
33 described in Section 12.16.035.090. A Property Owner who holds an
34 Exemption Certificate for a given parcel need not obtain a

1 Compliance Certificate for that parcel during the period the
2 Exemption Certificate remains valid.

3
4 (7) **FOG**. Fats, oils and grease.

5
6 (8) **General Waiver**. A status that applies to a Property Owner that
7 relieves the Property Owner from the requirement to perform work
8 on and testing of the Private Sewer Lateral, or a specified portion of
9 it, where a Satellite presents the City with sufficient evidence that
10 the entire Private Sewer Lateral was Replaced by the Satellite at
11 any time during the 20 year period preceding a Triggering Event.

12
13 (9) **Homeowners' Association**. A nonprofit corporation or
14 unincorporated association created for the purpose of managing or
15 governing a Common Interest Development and that operates in
16 accordance with governing documents, whether or not the
17 corporation or association is formally designated or commonly
18 referred to as a Homeowners' Association.

19
20 (10) **Limited Waiver**. A document with a definite expiration date
21 issued by a Satellite to a Property Owner for any reason other than
22 the Satellite's prior Repair or Replacement of the Private Sewer
23 Lateral that relieves the Property Owner from the requirement to
24 perform work and testing on the Private Sewer Lateral, or a
25 specified portion of it, until the Limited Waiver's expiration date.

26
27 (11) **Lineal Consanguinity Relationship**. A person is in a Lineal
28 Consanguinity Relationship with another person if, and only if, one
29 person is a direct descendent of the other person. The following are
30 examples of Lineal Consanguinity Relationships: parent and child,
31 grandparent and grandchild, and great-grandparent and great-
32 grandchild.

1 Persons are not in a Lineal Consanguinity Relationship if neither
2 person is directly descended from the other, even if both persons
3 are descended from a common ancestor.

4
5 The following are not Lineal Consanguinity Relationships: aunt and
6 niece, uncle and nephew, siblings, and cousins of any degree.

7
8 (12) **Local Ordinance Requirements.** All standards or requirements
9 duly adopted by the City, Satellite or a department of a Satellite
10 that relate to the maintenance or condition of Private Sewer
11 Laterals.

12
13 (13) **Non-Sanitary Sewer Connection.** Anything that directly or
14 indirectly conveys storm water, surface water, roof runoff,
15 intercepted groundwater or subsurface drainage into the Sanitary
16 Sewer, including, but not limited to, down spouts, yard drains, sump
17 pumps, or other sources of storm water, run-off or groundwater.

18
19 (14) **Ordinance.** This Private Sewer Lateral Ordinance.

20
21 (15) **Parcel Group.** Two or more contiguous or directly adjacent
22 parcels of real property under common ownership.

23
24 (16) **Permitting Authority.** A city, city department, county or special,
25 Indian Tribe including a Satellite but excluding the City, that
26 regulates buildings, construction, land use, and/or sewers within
27 any portion of the City's wastewater service area.

28
29 (17) **Private Sewer Lateral.** A pipe or pipes and appurtenances that
30 carry wastewater, sewage and/or liquid waste from the Structure(s)
31 served, whether the Structure(s) is or are publicly or privately
32 owned, to the Sewer Main and including the connection to the
33 Sewer Main. A Private Sewer Lateral is associated with a parcel if
34 it, or any portion of it, is located upon the parcel or conveys sewage

1 and liquid waste from any Structure located on that parcel. More
2 than one Private Sewer Lateral may be associated with an
3 individual parcel.

4
5 If the parcel contains a sewer pipe system or multiple Private Sewer
6 Laterals, the entire sewer pipe system, including manholes and
7 other appurtenances, and all Private Sewer Laterals are part of the
8 Private Sewer Lateral to the extent they are located on that parcel.

9
10 If a Private Sewer Lateral connects to a rear or side yard Sewer
11 Main located in an easement, or to a manhole, the entire Private
12 Sewer Lateral, including the connection to the Sewer Main or
13 manhole, is a Private Sewer Lateral.

14
15 (18) **Property Owner.** A person that owns a parcel of real property, or
16 that person's authorized representative including a tenant or
17 contractor. As used in this paragraph, "person" means an individual,
18 trust, corporation, nonprofit organization, Homeowners' Association,
19 partnership, Indian Tribe, firm, joint venture, limited liability
20 company, or association. The City of Yreka is not a Property Owner
21 for purposes of this Ordinance. Any person expressly required by
22 applicable Local Ordinance Requirements to obtain a Compliance
23 Certificate from the City or pursuant to this Ordinance is a Property
24 Owner for purposes of this Ordinance.

25
26 (19) **PSL.** Has the same meaning as "Private Sewer Lateral" and is
27 used interchangeably with that term.

28
29 (20) **Remodeling.** Any significant improvement, addition,
30 construction, reconstruction, remodeling, modification or alteration
31 of or to an existing or previously existing Structure with a valuation
32 of Ninety Thousand Dollars (\$90,000) [the "Valuation Amount"] or,
33 without respect to the permit's valuation, the installation of
34 additional plumbing fixtures that produce, in the opinion of the

1 Director, a major increase in sewage flows. The Valuation Amount
2 is based on the value of building costs in the year 2013, the base
3 year of valuation, which valuation will be increased annually in
4 January, based on the previous December, by the estimated costs
5 of the public improvements in accordance with the San Francisco
6 region engineering construction cost index compiled, as published
7 by Engineering News Record, for any increase in building costs
8 from the period from 2013 to the year that an application for a
9 building permit is received by the City.

10
11 (21) **Repair.** Construction activities performed to bring a Private
12 Sewer Lateral into compliance with this Ordinance and/or applicable
13 Local Ordinance Requirements consisting of the correction of less
14 than the entire Private Sewer Lateral, except a Replacement of the
15 entire Private and Private Sewer Lateral is a Replacement and not a
16 Repair if the Property Owner holds General Waiver status.

17
18 (22) **Replacement.** Construction activities performed to bring a
19 Private Sewer Lateral into compliance with this Ordinance and/or
20 applicable Local Ordinance Requirements consisting of the
21 replacement or lining of the complete length of the Private Sewer
22 Lateral, or the complete length of the Private Sewer Lateral if the
23 Property Owner holds General Waiver status. "Replaced" has the
24 same meaning as "Replacement" where used in this Ordinance.

25
26 (23) **Sanitary Sewer.** Sewer pipes that convey wastewater from a
27 Structure and to which storm water, groundwater or surface water is
28 not intentionally admitted. The Sanitary Sewer includes Sewer
29 Mains and Private Sewer Laterals.

30
31 (24) **Satellite.** A city, special district or Indian Tribe that owns and
32 operates a sanitary sewer collection system to which a Private
33 Sewer Lateral is connected within the City's wastewater service
34 area. Satellites include the Karuk Indian Tribe.

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(25) **Section.** A section of this Ordinance unless otherwise specified.

(26) **Sewer Main.** A publicly owned Sanitary Sewer that receives flows from Private Sewer Laterals. The Sewer Main does not include any portion of a Private Sewer Lateral.

(27) **State of Emergency.** A State of Emergency exists while there is in effect a declaration of emergency within the City’s service area or any portion thereof, made by City’s governing body or by any person to whom the City Council has expressly delegated that authority, or by any person authorized to declare an emergency of any degree under the California Emergency Services Act (Gov. Code, § 8550 et seq.) a Moratorium or other authorized act of the City or under Federal law.

(28) **Structure.** Any building or facility that is required to be provided with public sewer service, or that is actually provided with public sewer service, or that is served by a Private Sewer Lateral.

(29) **Time Extension Certificate.** A certificate issued by the City in connection with a Title Transfer transaction to a Property Owner, or to a transferee, that extends the deadline to obtain a Compliance Certificate for 180 days from the date the Time Extension Certificate is issued.

(30) **Title Transfer.** The sale or transfer of an entire real property estate or the fee interest in that real property estate, excluding the sale or transfer of partial interest such as a leasehold. The following are not Title Transfers for purposes of this Ordinance:

- (A) a transfer to an heir by a fiduciary in the course of the administration of a decedent’s estates, guardianship, conservatorship, or trust;

- 1 (B) a transfer from one co-owner to one or more other co-
2 owners, or from one or more co-owners into or from a revocable
3 trust, if the trust is for the benefit of the grantor or grantors;
- 4 (C) a transfer made by a trustor to fund an inter vivos ("living")
5 trust;
- 6 (D) a transfer made to a spouse, or to a registered domestic
7 partner as defined in Section 297 of the Family Code, or to a
8 person or persons in a Lineal Consanguinity Relationship with
9 one or more of the transferors;
- 10 (E) a transfer between spouses or registered domestic
11 partners resulting from a decree of dissolution of marriage or
12 domestic partnership, or resulting from a decree of legal
13 separation or from a property settlement agreement incidental to
14 a decree; and
- 15 (F) a transfer from a Property Owner to a financial institution
16 as a result of a foreclosure or similar process. A transfer from a
17 financial institution to a new Property Owner is a Title Transfer
18 for purposes of this Ordinance.

19
20 (31) **Triggering Event.** Any event described in Section 12.16.035.050
21 that, upon the occurrence of the event and subject to the exceptions
22 listed in that Section, imposes an obligation on a Property Owner to
23 obtain a Compliance Certificate.
24

25 (32) **Verification Test.** A test witnessed by the City's authorized
26 representative(s) to verify that all PSLs associated with the parcel
27 comply with this Ordinance and applicable Local Ordinance
28 Requirements.
29

30 12.16.035.040. **Responsibility and Standards for Maintenance of**
31 **Private Sewer Laterals.**
32

1 (1) The property owner at property owner's expense shall maintain all
2 Private Sewer Laterals, including, but not limited to, the building
3 drain, Private Sewer Lateral to the cleanout wye connection or to
4 the City sanitary sewer main as provided below, building cleanout,
5 sidewalk cleanout frame and cover, backflow protection and back-
6 flow relief equipment. The property owner shall provide all
7 maintenance of the Private Sewer Lateral , including the wye
8 connection to a City sanitary sewer main, to ensure unobstructed
9 flow of sewage from the property to the City sanitary sewer main.
10 The property owner shall be responsible for clearing all obstructions
11 in the Private Sewer Lateral immediately upon discovery or
12 notification by the City. When clearing any obstructions in the
13 Private Sewer Lateral or performing any maintenance to the Private
14 Sewer Lateral , the property owner must install a temporary trap
15 downstream of the Private Sewer Lateral to ensure any roots,
16 debris or other items dislodged from the sewer lateral do not flush
17 into the City's sanitary sewer system.

18
19 The City may require property owners to remove roots from Private
20 Sewer Lateral that are growing into the sewer main. Where this
21 condition occurs, the City may promptly notify the private property
22 owner. Within thirty days from City's notification, the private
23 property owner shall remove the roots from the Private Sewer
24 Lateral, and will make all necessary repairs to the Private Sewer
25 Lateral to prevent a reoccurrence of root intrusion that reaches the
26 City's sewer main.

27
28 Any Private Sewer Lateral blockage that cannot be mitigated
29 through implementation of reasonable measures by the property
30 owner and/or a licensed professional sanitary sewer cleaning
31 contractor shall be reported to the public works department
32 immediately.

33 At the City's direction, the property owner shall be responsible for

1 having the Private Sewer Lateral inspected internally by a closed
2 circuit television camera and to provide those results to the City. If
3 the City determines that any portion of the Private Sewer Lateral is
4 defective and does not meet City's requirements, the property
5 owner shall be required to perform all repairs necessary to bring the
6 condition of the lateral up to City standards. Property owner must
7 obtain an encroachment permit from the City prior to performing any
8 required repairs on the City's right-of-way.

9 Where a property owner, or tenant in the absence of action by the
10 property owner, refuses to mitigate a condition that causes sewage
11 to leak from the Private Sewer Lateral after discovery or notification
12 by the City, or if action is not effective, the City has the option to
13 either make the repairs itself or hire a licensed contractor, all at the
14 owner's expense, to mitigate the condition. If the owner does not
15 make payment, the City may impose a property tax lien to recover
16 all of its costs associated with repairing the leakage.

- 17 (2) All Private Sewer Laterals must meet the following standards:
- 18 (A) The Private Sewer Lateral shall be kept free from roots,
19 grease deposits, and other solids that may impede or obstruct
20 the flow.
 - 21 (B) All joints shall be watertight and all pipes shall be sound.
 - 22 (C) The Private Sewer Lateral shall be free of any structural
23 defects such as fractures, cracks, breaks, openings, or missing
24 portions.
 - 25 (D) All Cleanouts shall be securely sealed with a proper cap or
26 approved overflow device at all times.

27 (3) There shall be no Non-Sanitary Sewer Connections to the Private
28 Sewer Lateral or to any plumbing that connects thereto. Property
29 Owners must maintain all Private Sewer Laterals associated with
30 their parcels to the extent necessary to ensure the Private Sewer
31 Laterals meet the standards of this Section and comply with all

1 other requirements of this Ordinance and all applicable Local
2 Ordinance Requirements. Property Owners must perform any Repair
3 or Replacement necessary to ensure the Private Sewer Laterals
4 meet those standards and requirements.

5
6 **12.16.035.050. When a Compliance Certificate is Required.**

7 (1) All Property Owners must obtain a Compliance Certificate at the
8 time and in the manner required by this Section, except for the
9 following:

10 (A) Property Owners entitled to an Exemption Certificate under
11 Section 12.16.035.090;

12 (B) Property Owners within certain Common Interest
13 Developments governed by Section 12.16.035.100; and

14 (C) Property Owners of any parcel or Parcel Group with Private
15 Sewer Laterals totaling greater than 1000 feet, which are
16 governed by Section 12.16.035.110.

17 (2) **Title Transfer.** If no inspection/replacement of the sewer lateral has
18 occurred within 20 years, before completing a Title Transfer
19 associated with a parcel containing any Structure, either the
20 transferor or the transferee, as negotiated between them shall
21 obtain a Compliance Certificate under Section 12.16.035.090,
22 unless a Time Extension Certificate is obtained as provided in
23 Section 12.16.035.080. After the Title Transfer is complete, the
24 transferee is solely responsible for obtaining a Compliance
25 Certificate. The requirement to obtain Compliance Certificate before
26 Title Transfer in no way affects the legality of the transfer of title in
27 the underlying property transaction.

28 (3) **Construction or Remodeling.** Whenever a Property Owner submits
29 an application to a Permitting Authority for any permit or other
30 approval needed for the installation of additional plumbing fixtures
31 that produce a major increase in sewage flows from the house,
32 building, property or other structure served or for Remodeling of an

1 existing or previously existing Structure, the Property Owner shall
2 obtain a Compliance Certificate under Section 12.16.035.060 before
3 obtaining a final permit or approval from the Permitting Authority.
4 This paragraph applies to construction and Remodeling if the cost
5 of the permitted work exceeds \$90,000.00, as adjusted.

6 (4) **Private Sewer Lateral Replacement/Repair.** Upon replacement or
7 repair of any part of the Private Sewer Lateral, or upon significant
8 repair or replacement of the City owned main sewer line connected
9 to the lateral, where evidence exists of issues related to the
10 connected lateral (e.g., roots from the private lateral visible in the
11 Private Sewer Lateral or main sewer line, visible offsets or
12 damage), the Property Owner shall obtain a Compliance Certificate
13 under Section 12.16.035.060.

14 (5) **Reoccurrences of SSOs.** Whenever the occurrence of two or more
15 SSOs caused by the same private sewer lateral within two years.

16 (6) **Change of use.** Whenever the use of the Structure served changes
17 from residence to business, commercial, or other non-residential,
18 non-restaurant, non-commercial, non-industrial to restaurant,
19 commercial or industrial use.

20 (7) **Vacancy.** Upon the re-initiation of service where the Structure has
21 been vacant/unoccupied for more than three years.

22 12.16.035.060. **How to Obtain a Compliance Certificate.**

23 (1) Whenever a Compliance Certificate is required under this
24 Ordinance, or at any time a Property Owner voluntarily requests a
25 Compliance Certificate, a Property Owner who does not hold a valid
26 Compliance Certificate shall do the following at the Property
27 Owner's expense:

28 (A) **Condition Assessment and Repair or Replacement.** The
29 Property Owner shall take steps to assess the condition of all
30 Private Sewer Laterals associated with the parcel to determine
31 whether the PSLs comply with the standards set forth in Section
32 12.16.035.040, all other requirements of this Ordinance, and all

1 applicable Local Ordinance Requirements. If the PSLs are not in
2 compliance, the Property Owner shall obtain any required
3 permits and perform all Repair or Replacement work needed to
4 bring the PSLs into compliance.

5 (B) **Verification Testing.** After the Property Owner determines
6 through any combination of inspection, Repair and/or
7 Replacement that the PSLs associated with the parcel are in
8 compliance with this Ordinance and applicable Local Ordinance
9 Requirements, and upon payment of the required Compliance
10 Certificate fee and any other applicable fees, the Property Owner
11 shall perform a Verification Test in accordance with the City's
12 procedures in the presence of the City's authorized
13 representative. The City will issue a Compliance Certificate if its
14 authorized representative determines that the Verification Test
15 confirms that all PSLs associated with the parcel are in
16 compliance with this Ordinance and applicable Local Ordinance
17 Requirements, except that Compliance Certificates issued within
18 certain Common Interest Developments under Section
19 12.16.035.100 will be issued on the conditions set forth in that
20 Section.

21 (2) **Procedures for Verification Testing of Private Sewer Laterals.**

22 The Director will maintain written procedures for Verification
23 Testing. The procedures shall be made available upon request.

24 (3) **Effect of General Waiver.** A Property Owner who holds General
25 Waiver status may obtain a Compliance Certificate without
26 performing condition assessment, Repair or Replacement work, or
27 Verification Testing on the Private Sewer Lateral.

28 (4) **Effect of Limited Waiver.** If the City has issued a Limited Waiver
29 for the Private Sewer Lateral or a portion of it, the Property Owner
30 may obtain a Compliance Certificate without performing condition
31 assessment, Repair or Replacement work or Verification Testing on
32 the Private Sewer Lateral, except such work and testing is required
33 for any portion of the Private Sewer Lateral not covered by the

1 Limited Waiver.

2 (5) **Voluntary Certification.** The City shall provide a Compliance
3 Certificate to any Property Owner or Public Entity who requests one
4 and passes a Verification Test conducted pursuant to this Section,
5 including but not limited to a Property Owner or Public Entity who
6 receives notice from the City or a Satellite that the Private Sewer
7 Lateral is damaged, deteriorating, defective, or in any other way
8 fails to comply with Section 12.16.035.040.

9 12.16.035.070. **Compliance Certificate Term Limits.**

10 (1) **Term Limit.** A Compliance Certificate obtained as a result of
11 Replacement of all PSLs associated with the parcel shall be valid
12 for 20 years from the date of issuance. All other Compliance
13 Certificates shall be valid for 7 years from the date of issuance,
14 except as provided in paragraphs (2) and (3) in Section
15 12.16.035.100 and Section 12.16.035.110(3).

16 (2) **Effect of General Waiver.** A Compliance Certificate obtained by a
17 Property Owner while the Property Owner holds General Waiver
18 status shall be valid for a specified period as follows:

19 A Compliance Certificate obtained as a result of Replacement of the
20 entire Private Sewer Lateral shall be valid for 20 years from the
21 date the Compliance Certificate is issued; and

22 All other Compliance Certificates shall be valid for 7 years from the
23 date the Compliance Certificate is issued, except as provided in
24 Sections 12.16.035.100(3) and 12.16.035.110(3).

25 (3) **Effect of Limited Waiver.** If the City has issued a Limited Waiver
26 for the Private Sewer Lateral, or a portion of it, the Compliance
27 Certificate shall be valid for the same period as the Limited Waiver
28 and shall expire on the Limited Waiver's expiration date, provided
29 that the Compliance Certificate shall in no case be valid beyond 7
30 years from the date it is issued.

31

1 12.16.035.080. **Time Extension Certificates.**

2 (1)**Availability.** If a Compliance Certificate cannot be obtained before
3 Title Transfer, the transferor, transferee, or other interested party
4 or parties may obtain a Time Extension Certificate from the City.
5 Time Extension Certificates are issued in connection with Title
6 Transfer transactions only.

7 (2)**Deposit.** The Time Extension Certificate shall be completed and
8 submitted to the City along with a refundable \$2,000.00 deposit and
9 any nonrefundable fee that the City may require. The deposit will be
10 refunded after a Compliance Certificate is issued.

11 (3)**Validity Period.** A Time Extension Certificate expires 180 days
12 after it is issued.

13 (4)**Obligation of Property Owner or Transferee.** During the 180-day
14 validity period of a Time Extension Certificate, the Property Owner
15 or transferee must complete any necessary Repair or Replacement
16 and obtain a Compliance Certificate. Property Owners are
17 responsible for the full cost of compliance with this Ordinance and
18 that cost may exceed the deposit.

19 (5)**Forfeiture of Deposit.** If a Compliance Certificate is not obtained
20 before a Time Extension Certificate expires, the deposit may be
21 forfeited and the current Property Owner is subject to enforcement
22 action as provided by this Ordinance. The Property Owner may
23 apply to the City for release of forfeited funds, less the City's costs.
24 The City will not release forfeited funds unless the Property Owner
25 first demonstrates full compliance with this Ordinance.

26 (6)**No Renewal.** Time Extension Certificates are not renewable.

27 (7)**Transferability.** The Director may authorize and regulate the
28 transferability of Time Extension Certificates. Transfers, if
29 authorized, shall not extend the Time Extension Certificate's
30 expiration date.

31

1 12.16.035.090. **Exemption Certificates.**

2 (1)**Generally.** An Exemption Certificate issued in connection with a
3 parcel excuses the Property Owner of that parcel, while the
4 Exemption Certificate remains valid, from any requirement to obtain
5 a Compliance Certificate upon the occurrence of a Triggering Event.
6 An Exemption Certificate also documents to third parties that no
7 Compliance Certificate is required. Grounds for Exemption
8 Certificates are specified in this Section. The City may require a
9 Property Owner to submit specified supporting documentation for
10 review before an Exemption Certificate will be issued.

11 (2)**Exemption for Documented Prior Work on Private Sewer Lateral.**

12 (A) A Property Owner may request an Exemption Certificate
13 from the City if all Private Sewer Laterals associated with the
14 Property Owner's parcel had been inspected prior to a Title
15 Transfer, met applicable standards at the time of the inspection
16 or replacement.

17 (B) A Property Owner may request an Exemption Certificate
18 from the City, agency or Tribe having jurisdiction over the
19 Private Sewer Lateral issued a dated and approved final building
20 or sewer permit indicating that all Private Sewer Laterals
21 associated with the Property Owner's parcel were Replaced or
22 newly constructed. The Exemption Certificate expires twenty
23 years after the date the final permit was issued that provides the
24 basis for the Exemption Certificate.

25 (3)**Other Exemptions.**

26 (A) Grounds. A Property Owner may request a short-term
27 Exemption Certificate on any of the following grounds:

28 i) an entire real property estate, or the fee interest in that real
29 property estate, has been sold or transferred, and the City is
30 provided documentation showing the sale or transfer is not a
31 Title Transfer as defined by this Ordinance;

- 1 ii) no Private Sewer Lateral ever existed on the parcel;
- 2 iii) no Private Sewer Lateral associated with the parcel is
- 3 connected to the public sewer system; or
- 4 iv) all Private Sewer Laterals associated with the parcel are
- 5 pressurized.

6 (B) **Expiration.** An Exemption Certificate issued on any

7 grounds provided by paragraph (3)(A) will expire as follows:

- 8 (i) six months after issuance, if issued on the grounds provided
- 9 in paragraph (3)(A) (1) and before the sale or transfer is
- 10 recorded; and
- 11 (ii) one month after issuance in all other cases.

12 (4) **Common Interest Developments.** A Property Owner of an

13 individual unit within a Common Interest Development need not

14 obtain and will not be issued an Exemption Certificate if the

15 Homeowners' Association has assumed responsibility to maintain all

16 Private Sewer Laterals within the Common Interest Development.

17 12.16.035.100. **Common Interest Developments.**

18 (1) **Compliance Certificate Requirement.** Compliance Certificates

19 must be obtained with respect to Common Interest Developments as

20 described in this Section.

21 (2) **Responsibility of Homeowners' Associations and Individual Unit**

22 **Owners.**

23 (A) The Homeowners' Association and the Property Owner of

24 an individual unit within the Common Interest Development are

25 each responsible to obtain a Compliance Certificate to the same

26 extent each party is responsible to maintain PSLs within the

27 Common Interest Development. The division of responsibility for

28 PSL maintenance between the Homeowners' Association and the

29 Property Owners of individual units may be described in any

30 document but is typically described in the Covenants, Conditions

31 and Restrictions applicable to Common Interest Developments or

1 the parcels in them. In some Common Interest Developments,
2 the Homeowners' Association has assumed responsibility to
3 maintain all PSLs. In other Common Interest Developments, the
4 owner of each individual unit is responsible to maintain the PSLs
5 associated with the unit he or she owns, and the Homeowners'
6 Association is responsible to maintain the remaining PSLs within
7 the Common Interest Development.

8 (B) If the Homeowners' Association has assumed responsibility
9 to maintain all PSLs within the Common Interest Development,
10 the Homeowners' Association must obtain Compliance
11 Certificates under Section 12.16.035.060 on or before July 12,
12 2021 for all parcels within the Common Interest Development,
13 except that the Homeowners' Association must comply with
14 Section 12.16.035.110 if the total combined length of PSLs
15 within the Common Interest Development exceeds 1000 feet.

16 (C) If the Property Owners of individual units and the
17 Homeowners' Association share responsibility to maintain PSLs
18 within the Common Interest Development, the parties' respective
19 responsibility to obtain Compliance Certificates is as follows:

20 i) The Property Owner of the individual unit must obtain a PSL
21 Compliance Certificate at the time and in the manner required
22 by Section 12.16.035.050 and notwithstanding paragraph
23 12.16.035.050(1)(B) of that Section, provided that the City will
24 require Verification Testing only of those PSLs or portions of
25 PSLs that are the responsibility of the Property Owner of the
26 individual unit before issuing a Compliance Certificate.

27 ii) The Homeowners' Association must obtain a Compliance
28 Certificate under Section 12.16.035.060 on or before July 12,
29 2021 for all parcels associated with any PSL that is the
30 Homeowners' Association's responsibility to maintain,
31 provided that the City will require Verification Testing only of
32 those PSLs or portions of PSLs that are the responsibility of
33 the Homeowners' Association before issuing a Compliance

1 Certificate.

2 iii) The issuance of a Compliance Certificate under paragraph
3 12.16.035.060 of this Section to either a Property Owner of an
4 individual unit or to a Homeowners' Association, with respect
5 to a specific parcel within a Common Interest Development,
6 does not relieve another party that shares responsibility to
7 maintain PSLs associated with the same parcel of its
8 obligation under paragraph 12.16.035.060 of this Section to
9 obtain a Compliance Certificate for that parcel.

10 (3) A Compliance Certificate issued to a Homeowners' Association
11 under this Section shall be valid for 20 years from the date it is
12 issued. The Homeowners' Association must obtain a new
13 Compliance Certificate under Section 12.16.035.060 upon the
14 expiration of the previously issued Compliance Certificate.

15 (4) **Developments Where No Homeowners' Association Exists.** For
16 the purposes of this Ordinance, any development without a
17 Homeowners' Association is not a Common Interest Development,
18 even if the development is classified in county records as
19 condominiums, residential planned unit developments, or similar.
20 This Section does not apply to such developments. Individual unit
21 owners within such developments must obtain a PSL Compliance
22 Certificate at the time and in the manner required by Section
23 12.16.035.050.

24 12.16.035.110. **Parcels or Parcel Groups With Private Sewer**
25 **Laterals Exceeding 1000 Feet.**

26 (1) **Condition Assessment Plan.** On or before July 12, 2020, the
27 Property Owner of any parcel or any Parcel Group with Private
28 Sewer Laterals exceeding 1000 feet in total combined length within
29 the parcel or Parcel Group shall submit for City approval a
30 Condition Assessment Plan. The Condition Assessment Plan shall
31 include a schedule for the performance of testing to assess the
32 condition of all PSLs associated with the parcel or Parcel Group.

1 (2) **Corrective Action Work Plan.** On or before July 12, 2023, a
2 Property Owner subject to this Section shall complete all condition
3 assessment testing and submit a Corrective Action Work Plan for
4 City approval. The Corrective Action Work Plan shall describe the
5 type, quantity and schedule of work needed to bring all PSLs
6 associated with the parcel or Parcel Group into compliance with the
7 standards set forth in Section 12.16.035.040, all other requirements
8 of this Ordinance. The City shall approve the Corrective Action
9 Work Plan if it determines the proposed work will result in full
10 compliance within a reasonable time.

11 (3) **Compliance Certificate.** After the Property Owner completes the
12 work described in the approved Corrective Action Plan, the Property
13 Owner must obtain a Compliance Certificate under Section
14 12.16.035.060(1)(B) for the parcel or parcels. The Compliance
15 Certificate(s) shall be valid for 20 years from the date issued, and
16 upon expiration the Property Owner must obtain new Compliance
17 Certificate(s) under Section 12.16.035.060.

18 12.16.035.120. **Enforcement.**

19 (1) The Director shall have the discretion to enforce this Ordinance.
20 Enforcement of Local Ordinance Requirements is the responsibility
21 of the Satellite that adopted the Local Ordinance Requirements.

22 (2) Violations of this Ordinance include, but are not limited to:

- 23 (A) Failure to obtain a Compliance Certificate when one is
24 required, including after the expiration of a Time Extension
25 Certificate;
- 26 (B) Failure to obtain a Time Extension Certificate if a
27 Compliance Certificate is not obtained or to timely perform all
28 required work after receiving a Time Extension Certificate;
- 29 (C) Failure to comply with the City's requirements for Repair,
30 Replacement and Verification Testing;
- 31 (D) Falsifying facts to obtain an Exemption Certificate or a

1 Compliance Certificate; and/or

2 (E) Presenting a false Exemption Certificate or Compliance
3 Certificate.

4 (3) Enforcement

5 (A) When the Director finds that a person violates or threatens
6 to violate this Ordinance, the Director may notify the person in
7 writing. Within 30 days of the mailing of that notification, the
8 notified person must submit for approval by the Director a
9 detailed time schedule of specific actions the person shall take
10 in order to correct or prevent a violation of this Ordinance. The
11 person shall take the actions within 90 days of the mailing date
12 of the Director's notification.

13 (B) The Director may take enforcement action against a person
14 who violates the provisions of this Ordinance or fails to perform
15 any act required by this Ordinance, including but not limited to
16 initiating court action to obtain an injunction requiring the work to
17 be done and/or terminating service. The City may recover from
18 any person in violation of this Ordinance the costs it incurs in
19 connection with enforcing this Ordinance, including staff time,
20 and may seek attorneys' fees in any court action or proceeding.

21 12.16.035.130. **Requests for Relief or Reconsideration.**

22 (1) **Requests for Relief.** Any person or entity unable to comply with the
23 requirements of this Ordinance, or any person affected by any City
24 decision, action, or determination related to this Ordinance, may
25 submit to the City a written request for relief setting forth in detail
26 the facts supporting the request. The City Manager shall designate
27 a City officer or employee with managerial authority who will
28 consider the matter without a hearing and decide whether to grant
29 relief. The City Manager's designee may request additional
30 information. The City Manager's designee may decide the matter
31 within fifteen (15) business days from the receipt of the request, or,
32 if additional information is requested and received within fifteen

1 (15) business days from the receipt of the request, then fifteen (15)
2 business days from the date the City receives all additional
3 requested information. If the City Manager's designee does not
4 decide the matter within the above-stated time period, the request
5 for relief shall be deemed denied on the first day following that time
6 period. Notice of any decision will be mailed to the person or entity
7 requesting relief.

8 **(2) Requests for Reconsideration.**

9 (A) Within 30 days after the date of mailing of written notice of
10 any City decision granting or denying relief under paragraph (1)
11 of this Section, or within 30 days after the date the request for
12 relief is deemed denied, any person or entity affected by the
13 requirements, decision, action or determination that was the
14 subject of the request for relief may submit to the City Manager a
15 written request for reconsideration. The City Manager shall
16 personally consider all requests for reconsideration. The request
17 for reconsideration must set forth in detail the facts supporting
18 the request.

19 (B) The City Manager may act on the request for
20 reconsideration with or without a hearing in any manner the City
21 Manager deems reasonable and shall thereafter issue a final
22 written determination concerning the request for reconsideration.
23 If the City Manager fails to act upon the request for
24 reconsideration within fifteen (15) business days of receipt of the
25 request for reconsideration, the request shall be deemed denied.
26 The decision, action or determination shall remain in effect
27 during the period of review by the City Manager.

28 (C) The City Manager's decision shall become final and
29 binding at the time the City Manager acts on the request or fails
30 to act within the time specified by this paragraph (B). If the City
31 Manager acts on the request for reconsideration, notice of the
32 City Manager's action will be mailed to the person or entity
33 requesting reconsideration within five (5) business days of the

1 action.

2 (D) Any person or entity affected by a decision, action or
3 determination related to this Ordinance who wishes to appeal or
4 challenge the decision, action or determination must request
5 reconsideration using the process specified in this paragraph (b).
6 This requirement is jurisdictional. The failure to seek
7 reconsideration shall be deemed a failure of the person or entity
8 subject to the decision, action or determination to exhaust
9 administrative remedies.

10 **12.16.035.140. Fees and Regulations.**

11 (1)**Fees.** The City may establish fees in the Water and Wastewater
12 System Schedule of Rates and Charges and Fees for administration
13 of this Ordinance and may modify those fees from time to time.

14 (2)**Regulations.** The Director may develop and maintain written
15 regulations, procedures and guidance materials for administration of
16 this Ordinance and shall make them available upon request.

17 **SECTION THREE - INCONSISTENCIES REPEALED.**

18 Any provisions of the Yreka Municipal Code, or appendices
19 thereto, or any other ordinances of the City inconsistent herewith, to
20 the extent of such inconsistencies and no further, are hereby repealed.

21 **SECTION FOUR - PUBLICATION OF CODIFICATION.**

22 The repeal of the former provisions and the text of the provisions
23 hereby substituted in Chapter 12.16.035 the Yreka Municipal Code are
24 the sole portions of this ordinance that require publication in the
25 codification of the Yreka Municipal Code.

26 **SECTION FIVE - IMPLEMENTATION.**

27 The City Council hereby authorizes and directs the City Manager
28 to take any action and sign any documents necessary to implement
29 this Ordinance.

30

1 **SECTION SIX - EXECUTION.**

2 The Mayor and City Clerk are authorized to subscribe this
3 ordinance where indicated below to evidence its approval by the City
4 Council.

5 **SECTION SEVEN - SEVERABILITY.**

6 If any section, sentence, clause or phrase of this Chapter is for
7 any reason held to be invalid or unconstitutional by a decision of any
8 court of competent jurisdiction, such decision shall not affect the
9 validity of the remaining portions of this Chapter. The City Council
10 hereby declares that it would have passed this ordinance and adopted
11 this Chapter and each section, sentence, clause or phrase thereof,
12 irrespective of the fact that any one or more sections, subsections,
13 sentences, clauses or phrases were to be declared invalid or
14 unconstitutional.

15 **SECTION EIGHT - EFFECTIVE DATE; PUBLICATION.**

16 At least five (5) days prior to its adoption and within fifteen (15)
17 days after its adoption, a summary of this ordinance, in a form
18 approved by the City Attorney, shall be published once in a newspaper
19 of general circulation printed and published in the County of Siskiyou.
20 This ordinance shall be effective thirty-one (31) days from and after its
21 adoption.

22

23 Passed duly and regularly passed and adopted by the City
24 Council of the City of Yreka this day of ,
25 2015, after a first reading at a regular meeting before the City Council
26 on the sixth day of August, 2015, on the following polled vote:

27

28

1 AYES:
2 NOES:
3 ABSTAIN:
4 ABSENT:

5
6
7
8

9 JOHN MERCIER, Mayor
10 City of Yreka, California

11
12 ATTEST: APPROVED AS TO FORM:

13
14
15
16

17
18 Liz Casson, City Clerk
19 City of Yreka, California

DOHN R. HENION
City Attorney