

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

IN THE MATTER OF

CITY OF SARALAND
THE LAND (MOBILE COUNTY)
SARALAND, T2S, R1W, S30
MOBILE COUNTY, ALABAMA
NPDES REGISTRATION NO. ALR10C4K2

)
)
)
) ORDER 25-XXX-CLD
)
)
)
)
)

PREAMBLE

This Special Order by Consent is made and entered into by the Alabama Department of Environmental Management (hereinafter "Department" or "ADEM") and the City of Saraland (hereinafter "Operator") pursuant to the provisions of the Alabama Environmental Management Act, Ala. Code §§ 22-22A-1 to 22-22A-16, as amended, the Alabama Water Pollution Control Act (hereinafter "AWPCA"), Ala. Code §§ 22-22-1 to 22-22-14, as amended, and the regulations promulgated pursuant thereto, and § 402 of the Federal Water Pollution Control Act, 33 U.S.C. § 1342, as amended.

STIPULATIONS

1. The Operator, City of Saraland is constructing a sports complex, The Land (Mobile County) (hereinafter "Facility") located in T2S, R1W, S30, in Saraland, Mobile County, Alabama. Sediment and other pollutants in stormwater runoff from the Facility have the potential to discharge and/or have discharged to Bayou Sara and wetlands associated with Bayou Sara, waters of the State.

2. The Department is a duly constituted department of the State of Alabama pursuant to Ala. Code §§ 22-22A-1 to 22-22A-16, as amended.

3. Pursuant to Ala. Code § 22-22A-4(n), as amended, the Department is the State Agency responsible for the promulgation and enforcement of the water pollution control regulations in accordance with the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 to 1387, as amended. In addition, the Department is authorized to administer and enforce the provisions of the AWPCA, Ala. Code §§ 22-22-1 through 22-22-14, as amended.

4. The following references and acronyms are used in this Consent Order and, when used, shall have the meaning of the name or title referenced below.

BMPs	Best Management Practices
CBMPP	Construction Best Management Practices Plan
NOI	Notice of Intent
NOV	Notice of Violation
NPDES	National Pollutant Discharge Elimination System
QCP	ADEM-recognized Qualified Credentialed Professional

5. Pursuant to ADEM Admin. Code rs. 335-6-12-.05(1) and 335-6-12-.11(1), the Operator is required to register for and obtain NPDES coverage prior to commencing and/or continuing regulated disturbance activities.

6. On November 8, 2024, the Operator submitted to the Department a NOI requesting NPDES coverage under NPDES General Permit ALR10000 (hereinafter "Permit") for regulated disturbance activities and discharges of treated stormwater from the Facility. The Department granted registration AL10C5HD to the Operator on November 14, 2024.

7. Pursuant to Part III. A. of the Permit, the Permittee shall design, install, and maintain effective erosion control and sediment controls, appropriate for site conditions. Sediment control measures, erosion control measures, and other site management practices must be properly selected based on site-specific conditions, must meet or exceed the technical standards outlined in the Alabama Handbook For Erosion Control, Sediment Control, And Stormwater Management On Construction Sites And Urban Areas published by the Alabama Soil and Water Conservation Committee (hereinafter the "Alabama Handbook") and the site-specific CBMPP prepared in accordance with Part III. E.

8. Pursuant to Part III. E. of the Permit, construction activity may not commence until a CBMPP has been prepared in a format acceptable to the Department and certified by a QCP as adequate to meet the requirements of this Permit. The Permittee shall properly implement and regularly maintain the controls, practices, devices, and measures specified in the CBMPP.

9. During the inspection of the Facility on May 17, 2024, the Department observed and documented that, although NPDES construction activity had commenced and was continuing,

the Operator had not properly implemented and maintained effective BMPs in violation of Parts III. A. and E. of the Permit.

10. Pursuant to Part III. I. of the Permit, the operator shall promptly take all reasonable steps to remove, to the maximum extent practical, pollutants deposited offsite or in any waterbody or stormwater conveyance structure.

11. During the inspection of the Facility on May 17, 2024, the Department observed and documented pollutants deposited in Bayou Sara and wetlands associated with Bayou Sara, State Waters, in violation of Part III. I. of the Permit.

12. On May 28, 2024, a NOV was sent to the Operator by the Department as a result of the May 17, 2024, inspection. The NOV notified the Operator of deficiencies documented at the Facility, and required the Operator to submit to the Department, within ten (10) days of receipt of the NOV, a report showing steps that were taken at the Facility to correct the noted violations. The required report was received by the Department on June 11, 2024, stating all repairs would be completed by July 31, 2024.

13. On August 13, 2024, the Department requested an update for the NOV issued on May 28, 2024. On August 15, 2024, the Department received an update from the Operator stating that a retaining wall had collapsed delaying sediment removal due to safety issues.

14. On October 23, 2024, the Department received an update from the Operator stating all sediment removal would be completed by December 20, 2024.

15. On March 6, 2025, the Department visited the site to determine site compliance after receiving emails from the Operator showing noncompliance.

16. During the inspection of the Facility on May 7, 2025, the Department observed and documented that, although NPDES construction activity had commenced and was continuing, the Operator had not properly implemented and maintained effective BMPs in violation of Parts III. A. and E. of the Permit.

17. On May 7, 2025, the Department observed and documented that, although NPDES

construction activity had commenced and was continuing, the Operator had not removed pollutants deposited in Bayou Sara and wetlands associated with Bayou Sara, State Waters, in violation of Part III. I. of the Permit.

18. On June 11, 2025, a NOV was sent to the Operator by the Department as a result of May 7, 2025, inspection. The NOV notified the Operator of deficiencies documented at the Facility, and required the Operator to submit to the Department, within ten (10) days of receipt of the NOV, a report prepared by a QCP showing steps that were taken at the Facility to correct the noted violations within ten (10) days of receipt of the NOV. The Department received the required report on June 27, 2025.

19. The Operator consents to abide by the terms of the following Consent Order and to pay the civil penalty assessed herein.

CONTENTIONS

Pursuant to Ala. Code § 22-22A-5(18)(c), as amended, in determining the amount of any penalty, the Department must give consideration to the seriousness of the violations, including any irreparable harm to the environment and any threat to the health or safety of the public; the standard of care manifested by such person; the economic benefit which delayed compliance may confer upon such person; the nature, extent and degree of success of such person's efforts to minimize or mitigate the effects of such violations upon the environment; such person's history of previous violations; and the ability of such person to pay such penalty. Any civil penalty assessed pursuant to this authority shall not exceed \$25,000.00 for each violation, provided however, that the total penalty assessed in an Order issued by the Department shall not exceed \$250,000.00. Each day such violation continues shall constitute a separate violation. In arriving at this civil penalty, the Department has considered the following:

A. **SERIOUSNESS OF THE VIOLATIONS:** The Department considered the general nature of each violation, the magnitude and duration of each non-compliant discharge, their effects, if any, on impaired waters, and any available evidence of irreparable harm to the environment or threat to the public. The Department determined the base penalty to be \$16,000.

B. THE STANDARD OF CARE: In considering the standard of care manifested by the Operator, the Department noted that violations continued to be observed at the Facility after issuing less formal enforcement. The Department determined the standard of care penalty to be \$4,000.

C. ECONOMIC BENEFIT WHICH DELAYED COMPLIANCE MAY HAVE CONFERRED: The Operator avoided certain costs associated with proper implementation and maintenance of BMPs. Based on the Department's estimates of these delayed costs and the timeframe of non-compliance, the Department determined that the Operator did derive a significant economic benefit from these violations and increased the penalty by an additional \$10,900.

D. EFFORTS TO MINIMIZE OR MITIGATE THE EFFECTS OF THE VIOLATIONS UPON THE ENVIRONMENT: The Department is unaware of any efforts by the Operator to minimize or mitigate the effects of the violations upon the environment.

E. HISTORY OF PREVIOUS VIOLATIONS: The Department is not aware of any historical violations previous to those addressed herein.

F. THE ABILITY TO PAY: The Department is unaware of any evidence regarding the Operator's inability to pay the civil penalty.

G. The Civil Penalty is summarized in the penalty synopsis.

H. It should be noted that this Special Order by Consent is a negotiated settlement and, therefore, the Department has compromised the amount of the penalty the Department believes is warranted in this matter in the spirit of cooperation and the desire to resolve this matter amicably, without incurring the unwarranted expense of litigation.

OPERATOR CONTENTIONS

A. The City of Saraland determined a need to construct a multi-purpose sportsplex facility on Celeste Road using several parcels owned by the city.

B. The city selected Chambliss-King Architects (hereinafter referred to as CKA) to design the facility. The design included both diamond fields, multipurpose fields, tennis courts, outside volleyball courts and a fieldhouse which provided for basketball, volleyball, an

inside track facility and exercise equipment. The facility was designed and developed in an effort to provide athletic opportunities to the citizens of the City and their children.

C. In an effort to use property which in part had been used as a soil borrow pit, and to rehabilitate the area, the City undertook extensive efforts to have a facility designed by an architect group with experience dealing with challenging topography. While the initial budget for the facility was in and around Fifty Million Dollars, the architect determined that to properly implement a facility that responsibly developed the property, the budget needed to increase to above Seventy Million Dollars.

D. The City of Saraland, seeking to develop a high quality sportsplex in an environmentally sound way, obtained general obligation warrants in the amount of Seventy Million Dollars.

E. After the Architect and their design team including civil engineers and landscape architects determined the proper way to undertake the construction would be for the construction to be phased, the Architect developed detailed design plans and bid specifications for the construction of the facility in two phases. Neel Schaffer Engineers was hired by CKA to provide civil engineering design as well as to provide Quality Control Program with regards to erosion and storm water control during construction.

F. Phase 1 included the diamond fields, multipurpose fields and attendant structures, as well as the storm water drainage, sidewalks and interior roadways.

G. After complying with Alabama bid law, the City selected Rabren General Contractors to construct Phase 1.

H. As part of the City's agreement with CKA, Neel Schaffer created an Erosion Control Plan for the project and travels to the site after any significant rainfall events to observe and report on any deficiencies of the ECP. If any deficiencies are observed, they are reported to the contractor(s).

I. As part of the City's commitment to the quality development of the project, the City also hired Hoar Project Management (HPM) who also reports any deficiencies in erosion control that are observed to the contractor(s) as well as creates observation reports that are submitted to the contractor(s).

J. In June of 2024, a modular block wall behind diamond field 6 failed and released sediment into adjacent wetlands. The erosion control measures were repaired, and the wall was redesigned and rebuilt.

K. Pursuant to their contract with the City, Rabren was asked to provide a schedule showing the cleanup of the sediment runoff into Bayou Sara. On multiple occasions, Rabren reported mitigation efforts had been undertaken and that their efforts addressed erosion from the site consistent with required general practice.

L. On May 28, 2024, ADEM issued a notice of violation concerning erosion from the site into the wetlands. This notice was provided to both CKA and Rabren and the City was assured the proper efforts would be implemented to keep erosion from migrating into the wetlands and to remove what erosion had occurred back onto the work site. However, disputes arose between CKA and Rabren as to the cause and the proper efforts necessary to remediate the problem. The City worked with both entities in an effort to address the ADEM issues.

M. On May 14, 2024, the City provided a letter of intent to contract with Harrison General Contractors as it concerns the second phase of the project. This second phase entails the construction of the fieldhouse, adjacent tennis/pickleball courts and outside volleyball courts.

N. On June 11, 2025, ADEM issued another notice of violation concerning erosion from the site as well as deficiencies in the mitigation efforts undertaken for the erosion sedimentation that had migrated from the site.

O. This second notice was provided to CKA, Rabren and Harrison. The City was again assured the proper efforts would be implemented to keep additional erosion from occurring and that mitigation efforts were being undertaken to address the erosion sedimentation. However, disputes arose between CKA, Rabren and Harrison as to the cause

and the proper efforts necessary to remediate the problem. The City worked with all three entities in an effort to address the ADEM issues.

P. On June 18, 2025, ADEM noted that erosion control and mitigation efforts were insufficient and as a result a consent decree was being proposed. The City immediately notified CKA, Rabren and Harrison of the issue and demanded compliance with all relevant permits.

Q. As part of these efforts, the City demanded a written remediation plan and calendar. This was requested on numerous occasions and was provided in June of 2025. The schedule provided by our contractor with Neel Schaffer's input and recommendations showed that the sediment would be removed by July 18, 2025.

ORDER

Therefore, the Operator, along with the Department, desires to resolve and settle the compliance issues cited above. The Department has carefully considered the facts available to the Department and has considered the six (6) penalty factors enumerated in Ala. Code § 22-22A-5(18)(c), as amended, as well as the need for timely and effective enforcement.

The Department believes that the following conditions are appropriate to address the violations alleged herein. Therefore, the Department and the Operator (hereinafter collectively "Parties") agree to enter into this Consent Order with the following terms and conditions:

A. That the Operator shall pay to the Department a civil penalty in the amount of \$30,900 in settlement of the violations alleged herein within forty-five (45) days from the issuance of this Consent Order. Failure to pay the civil penalty within forty-five (45) days from the date of issuance of this Consent Order may result in the Department's filing a civil action in the Circuit Court of Montgomery County to recover the civil penalty.

B. That all penalties due pursuant to this Consent Order shall be made payable to the Alabama Department of Environmental Management by certified or cashier's check and shall be remitted to:

Office of General Counsel
Alabama Department of Environmental Management
PO Box 301463

C. That the Operator shall take immediate action to prevent, to the maximum extent practicable, sediment and other pollutants in stormwater leaving the Facility and prevent noncompliant and/or unpermitted discharges of pollutants to waters of the State.

D. That, within five (5) days of the date of issuance of this Consent Order, the Operator shall have a QCP perform a comprehensive inspection of the Facility, offsite conveyances, and affected State waters.

E. That, within thirty (30) days of the date of issuance of this Consent Order, the Operator shall fully implement effective BMPs, designed by a QCP, that meet or exceed the technical standards outlined in the Alabama Handbook, the site CBMPP plan, and NPDES General Permit ALR100000, and correct all deficiencies at the Facility and offsite conveyances, including sediment removal or remediation.

F. That within seven (7) days of the completion of the activities required in paragraph E. above, the Operator shall submit to the Department a certification signed by the QCP that effective BMPs that meet or exceed the technical standards outlined in the Alabama Handbook, the site CBMPP plan, and NPDES Permit ALR100000 have been implemented, all deficiencies have been corrected, and full compliance with the requirements of NPDES Permit ALR100000, has been achieved at the Facility, offsite conveyances, and affected State waters.

G. That this Consent Order shall apply to and be binding upon both parties, their directors, officers, and all persons or entities acting under or for them. Each signatory to this Consent Order certifies that he or she is fully authorized by the party he or she represents to enter into the terms and conditions of this Consent Order, to execute the Consent Order on behalf of the party represented, and to legally bind such party.

H. That, subject to the terms of these presents and subject to provisions otherwise provided by statute, this Consent Order is intended to operate as a full resolution of the violations which are cited in this Consent Order.

I. That the Operator is not relieved from any liability if the Operator fails to comply with any provision of this Consent Order.

J. That, for purposes of this Consent Order only, the Department may properly bring an action to compel compliance with the terms and conditions contained herein in the Circuit Court of Montgomery County. In any action brought by the Department to compel compliance with the terms of this Agreement, the Operator shall be limited to the defenses of Force Majeure, compliance with this Agreement and physical impossibility. A Force Majeure is defined as any event arising from causes that are not foreseeable and are beyond the reasonable control of the Operator, including the Operator's contractors and consultants, which could not be overcome by due diligence (i.e., causes which could have been overcome or avoided by the exercise of due diligence will not be considered to have been beyond the reasonable control of the Operator) and which delays or prevents performance by a date required by the Consent Order. Events such as unanticipated or increased costs of performance, changed economic circumstances, normal precipitation events, or failure to obtain federal, state, or local permits shall not constitute Force Majeure. Any request for a modification of the deadline must be accompanied by the reasons (including documentation) for each extension and the proposed extension time. This information shall be submitted to the Department a minimum of ten (10) working days prior to the original anticipated completion date. If the Department, after review of the extension request, finds the work was delayed because of conditions beyond the control and without the fault of the Operator, the Department may extend the time as justified by the circumstances. The Department may also grant any other additional time extension as justified by the circumstances, but the Department is not obligated to do so.

K. That the sole purpose of this Consent Order is to resolve and dispose of all allegations and contentions stated herein concerning the factual circumstances referenced herein. Should additional facts and circumstances be discovered in the future concerning the Facility which would constitute possible violations not addressed in this Consent Order, then such future violations may be addressed in future Orders as may be issued by the Director, litigation initiated by the Department, or such other enforcement action as may be appropriate, and the Operator shall not object to such future Orders, litigation or enforcement action based

on the issuance of this Consent Order if future orders, litigation or other enforcement action address new matters not raised in this Consent Order.

L. That this Consent Order shall be considered final and effective immediately upon signature of all parties. This Consent Order shall not be appealable, and the Operator does hereby waive any hearing on the terms and conditions of the same.

M. That this Consent Order shall not affect the Operator's obligation to comply with any federal, State, or local laws or regulations.

N. That final approval and entry into this Consent Order are subject to the requirements that the Department give notice of proposed penalty Orders to the public, and that the public have at least thirty (30) days within which to comment on the Consent Order.

O. That, should any provision of this Consent Order be declared by a court of competent jurisdiction or the Environmental Management Commission to be inconsistent with federal or State law and therefore unenforceable, the remaining provisions herein shall remain in full force and effect.

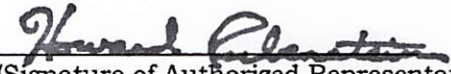
P. That any modifications of this Consent Order must be agreed to in writing and signed by both Parties.

Q. That, except as otherwise set forth herein, this Consent Order is not and shall not be interpreted to be a permit or modification of an existing permit under federal, State or local law, and shall not be construed to waive or relieve the Operator of the Operator's obligations to comply in the future with any permit coverage.

Executed in duplicate with each part being an original.

CITY OF SARALAND

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT


(Signature of Authorized Representative)

Jeffrey Kitchens
Acting Director

Dr. Howard Rubenstein
(Print Name of Authorized Representative)

Date Signed: _____

Mayor
Title

Date Signed: 10-20-25

ATTACHMENT 1 - PENALTY SYNOPSIS

City Saraland - The Land

Violation	Number of Violations	Seriousness of Violation & Base Penalty*	Standard of Care*	History of Previous Violations*
Effective Best Management Practices (BMPs) not implemented and/or maintained	2	\$6,000	\$1,500	\$0
Discharge/accumulation of sediment in State Waters	2	\$10,000	\$2,500	\$0
				\$0
Totals:	4	\$16,000	\$4,000	\$0
Economic Benefit*:				\$10,900
Sub-Total:				\$30,900
Mitigating Factors*:				\$0
Ability to Pay*:				\$0
Other Factors*:				\$0
Amount of Initial Penalty:				\$30,900
Total Adjustments:				\$0
Final Penalty:				\$30,900

*See the Department's "Contentions" portion of the Order for a detailed description of each violation and the penalty factors.