



## AGENDA

DECEMBER 14, 2023

### CITY OF CITRUS HEIGHTS CITY COUNCIL

5:00 PM SPECIAL MEETING

6:00 PM REGULAR MEETING

City Hall Council Chambers

6360 Fountain Square Drive, Citrus Heights, CA

### HOW TO PARTICIPATE:

The City of Citrus Heights welcomes your interest and involvement in the City's legislative process. The Council may take up any agenda item at any time, regardless of the order listed. If you wish to address the Council during the meeting, please fill out a Speaker Identification Sheet and give it to the City Clerk. When you are called upon to speak, step forward to the podium and state your name for the record. Normally speakers are limited to five minutes each with 30 minutes being allowed for all comments. Any public comments beyond the initial 30 minutes may be heard at the conclusion of the agenda. The Mayor has the discretion to lengthen or shorten the allotted times. Alternatively, you may submit your comment by 4:00 p.m. on the meeting day to by completion of an online Speaker Card at <https://www.citrusheights.net/FormCenter/City-Council-Meetings-Speaker-Card-30>. Written public comments shall be limited to 250 words or less. Each comment will be read aloud by the City Clerk.

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Documents:

[12-14-23 SPECIAL REGULAR COUNCIL AGENDA PACKET.PDF](#)

**CALL SPECIAL MEETING TO ORDER**

1. Roll Call: Council Members: Karpinski-Costa, Lopez-Taff, Middleton, Daniels, Schaefer

**PUBLIC COMMENT**

**CLOSED SESSION**

**2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Pursuant to Government Code Section 54956.9(d)(1)

Name of Case: Roberta Risso vs. Robert Moos, Karen Moos, City of Citrus Heights, et al. Case No.: 34-2019-00257423

**3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Pursuant to Government Code Section 54956.9(d)(1)

Name of Case: Dena Burhans vs. City of Citrus Heights, et al. Case No. 34-2021-00295431

**4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Government Code Section 54956.8

Property: APN 211-0020-025-0000 (7137 Auburn Blvd)

Agency Negotiator: City Manager Ashley J. Feeney and City Attorney Ryan Jones

Negotiating Parties: Woodside Homes

Under Negotiation: Price and terms of payment

**REPORT OUT OF CLOSED SESSION**

**ADJOURNMENT**

**CALL REGULAR MEETING TO ORDER**

1. Flag Salute
2. Roll Call: Council Members: Karpinski-Costa, Lopez-Taff, Middleton, Daniels, Schaefer
3. Video Statement

**APPROVAL OF AGENDA**

**SPECIAL ITEMS**

4. Selection Of Mayor And Vice Mayor

PRESENTATIONS

5. Proclamation Of The City Of Citrus Heights Honoring Police Commander Jason Russo On The Occasion Of His Retirement From The Citrus Heights Police Department

6. Proclamation Of The City Of Citrus Heights Honoring Tammy Nossardi On The Occasion Of Her Retirement From The City Of Citrus Heights

PUBLIC COMMENT

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

CONSENT CALENDAR

It is recommended that all consent items be acted on simultaneously unless separate discussion and/or action are requested by a Council Member.

7. SUBJECT: Approval Of Minutes

RECOMMENDATION: Approve the Minutes of the Meeting of November 9, 2023

8. SUBJECT: Quarterly Treasurer's Report

STAFF REPORT: S. Talwar / A. Preciado

RECOMMENDATION: Receive and file the Quarterly Treasurer's Report for the quarter ending September 30, 2023

9. SUBJECT: Annual AB 1600 Development Fee Report

STAFF REPORT: S. Talwar / T. Nossardi

RECOMMENDATION: Adopt Resolution No. 2023- \_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Accepting, Filing, and Making the Findings Identified in the City's Annual AB 1600 Fee Report for the Fiscal Year Ended June 30, 2023

10. SUBJECT: Submission For Application For Tree City USA Designation

STAFF REPORT: C. Kempenaar / A. Bermudez

RECOMMENDATION: Adopt Resolution No. 2023- \_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the Submission of an Application to the National Arbor Day Foundation for Consideration of Citrus Heights Being Designated a Tree City USA Community

11. SUBJECT: Transfer Of Properties From Robert Coronado To The City Of Citrus Heights: APN 243-0031-006-000 (6448 Sylvan Road) And APN 243-0031-872-2657 (7500 Coronado Lane)

STAFF REPORT: A. Feeney / R. Jones

RECOMMENDATION: Adopt Resolution No. 2023- \_\_\_\_ A Resolution of the City Council of the City of Citrus Heights Authorizing the City Manager to Execute the Necessary Documents to Facilitate a Land Transfer of 6448 Sylvan Road and 7500 Coronado Lane, Citrus Heights from Robert Coronado to the City of Citrus Heights

#### REGULAR CALENDAR

**12. SUBJECT: San Juan Avenue Complete Streets Project – Phase 1A - Federal Project No. STLP 5475 (046)**

STAFF REPORT: R. Cave / L. Blomquist

**RECOMMENDATION:**

a. Adopt Resolution No. 2023- \_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with All Phase Construction, Inc. for the San Juan Avenue Complete Streets - Phase 1A Project

b. Adopt Resolution No. 2023- \_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Professional Services Agreement with Ghirardelli Associates, Inc. to Provide Construction Management, Inspection, and Materials Testing Services for the San Juan Avenue Complete Streets - Phase 1A Project

**13. SUBJECT: Three Year Pavement Preservation Plan – Arterial, Collector, And Residential Streets**

STAFF REPORT: R. Cave / L. Blomquist

RECOMMENDATION: Adopt Resolution No. 2023- \_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Approving the Three Year Pavement Preservation Plan

**14. SUBJECT: Ordinance Of The City Council Of The City Of Citrus Heights Amending Citrus Heights Code Chapter 94 – Traffic And Vehicles, Article VI. – Pedestrians, Sections 94-416 To 94-440**

STAFF REPORT: R. Jones / A. Turcotte

RECOMMENDATION: Introduce for a First Reading, read by title only, and waive the full reading of Ordinance No. 2023- \_\_\_\_ An Ordinance of the City Council of the City of Citrus Heights Amending Citrus Heights Municipal Code Chapter 94 - Traffic and Vehicles, Article VI. - Pedestrians, Sections 94- 416 to 94- 440

**15. SUBJECT: Citrus Heights Ordinance Amending Municipal Code Chapter 74 "Solid Waste" Relating To Illegal Dumping**

STAFF REPORT: J. Russo / R. Jones



RECOMMENDATION: Introduce for a First Reading, read by title only, and waive the full reading of Ordinance No. 2023-\_\_\_ An Ordinance of the City Council of the City of Citrus Heights Amending Citrus Heights Municipal Code Chapter 74 - "Solid Waste" Relating to Illegal Dumping

DEPARTMENT REPORTS

CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS / FUTURE AGENDA ITEMS

ADJOURNMENT

**CITY OF CITRUS HEIGHTS  
CITY COUNCIL**  
**Special / Regular Meeting of Thursday, December 14, 2023**  
**City Hall Council Chambers, 6360 Fountain Square Dr., Citrus Heights, CA**  
**Special Meeting 5:00 p.m.**  
**Regular Meeting 6:00 p.m.**

**HOW TO PARTICIPATE:**

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December 8, 2023

  
Amy Van, City Clerk

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**SPECIAL CITY COUNCIL MEETING**  
**5:00 PM**

**CALL SPECIAL MEETING TO ORDER**

1. Roll Call: Council Members: Karpinski-Costa, Lopez-Taff, Middleton, Daniels, Schaefer

**PUBLIC COMMENT**

**CLOSED SESSION**

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Name of Case: Roberta Risso vs. Robert Moos, Karen Moos, City of Citrus Heights, et al. Case No.: 34-2019-00257423
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Agency Negotiator: City Manager Ashley J. Feeney and City Attorney Ryan Jones  
Negotiating Parties: Woodside Homes  
Under Negotiation: Price and terms of payment

**REPORT OUT OF CLOSED SESSION**

**ADJOURNMENT**

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**REGULAR CITY COUNCIL MEETING**  
**6:00 PM**

**CALL REGULAR MEETING TO ORDER**

1. Flag Salute
2. Roll Call: Council Members: Karpinski-Costa, Lopez-Taff, Middleton, Daniels, Schaefer
3. Video Statement

**APPROVAL OF AGENDA**

**SPECIAL ITEMS**

4. Selection of Mayor and Vice Mayor

**PRESENTATIONS**

5. Proclamation of the City of Citrus Heights Honoring Police Commander Jason Russo on the Occasion of His Retirement from the Citrus Heights Police Department
6. Proclamation of the City of Citrus Heights Honoring Tammy Nossardi on the Occasion of Her Retirement from the City of Citrus Heights

**PUBLIC COMMENT****COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES****CONSENT CALENDAR**

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7. **SUBJECT:** Approval of Minutes  
**RECOMMENDATION:** Approve the Minutes of the Meeting of November 9, 2023
8. **SUBJECT:** Quarterly Treasurer's Report  
**STAFF REPORT:** S. Talwar / A. Preciado  
**RECOMMENDATION:** Receive and file the Quarterly Treasurer's Report for the quarter ending September 30, 2023
9. **SUBJECT:** Annual AB 1600 Development Fee Report  
**STAFF REPORT:** S. Talwar / T. Nossardi  
**RECOMMENDATION:** Adopt Resolution No. 2023-\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Accepting, Filing, and Making the Findings Identified in the City's Annual AB 1600 Fee Report for the Fiscal Year Ended June 30, 2023
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**STAFF REPORT:** C. Kempenaar / A. Bermudez  
**RECOMMENDATION:** Adopt Resolution No. 2023-\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the Submission of an Application to the National Arbor Day Foundation for Consideration of Citrus Heights Being Designated a Tree City USA Community
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**STAFF REPORT:** A. Feeney / R. Jones  
**RECOMMENDATION:** Adopt Resolution No. 2023-\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights Authorizing the City Manager to Execute the Necessary Documents to Facilitate a Land Transfer of 6448 Sylvan Road and 7500 Coronado Lane, Citrus Heights from Robert Coronado to the City of Citrus Heights

**REGULAR CALENDAR**

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**STAFF REPORT:** R. Cave / L. Blomquist  
**RECOMMENDATION:**
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**STAFF REPORT:** R. Cave / L. Blomquist  
**RECOMMENDATION:** Adopt Resolution No. 2023-\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Approving the Three Year Pavement Preservation Plan
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**STAFF REPORT:** R. Jones / A. Turcotte  
**RECOMMENDATION:** Introduce for a First Reading, read by title only, and waive the full reading of Ordinance No. 2023-\_\_\_\_ An Ordinance of the City Council of the City of Citrus Heights Amending Citrus Heights Municipal Code Chapter 94 – Traffic and Vehicles, Article VI. – Pedestrians, Sections 94-416 to 94-440
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**STAFF REPORT:** J. Russo / R. Jones  
**RECOMMENDATION:** Introduce for a First Reading, read by title only, and waive the full reading of Ordinance No. 2023-\_\_\_\_ An Ordinance of the City Council of the City of Citrus Heights Amending Citrus Heights Municipal Code Chapter 74 – “Solid Waste” Relating to Illegal Dumping

**DEPARTMENT REPORTS****CITY MANAGER ITEMS****ITEMS REQUESTED BY COUNCIL MEMBERS / FUTURE AGENDA ITEMS****ADJOURNMENT**

**CITY OF CITRUS HEIGHTS  
CITY COUNCIL  
MINUTES  
Regular Meeting of Thursday, November 9, 2023  
City Hall Council Chambers  
6360 Fountain Square Drive, Citrus Heights, CA**

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**CALL REGULAR MEETING TO ORDER**

The regular meeting was called to order at 6:00 p.m. by Mayor Schaefer.

1. The Flag Salute was led by Council Member Lopez-Taff.
2. Roll Call: Council Members present: Karpinski-Costa, Lopez-Taff, Middleton, Daniels, Schaefer  
Council Members absent: None  
Staff present: Feeney, Herman, Jones, Stockbridge, Turcotte, Wells, Van and department directors.
3. The video statement was read by City Clerk Van.

**APPROVAL OF AGENDA**

Mayor Schaefer requested to move Item 5 to be presented before Item 4.

ACTION: On a motion by Council Member Middleton, seconded by Council Member Lopez-Taff, the City Council approved the agenda as amended.

AYES:	Karpinski-Costa, Lopez-Taff, Middleton, Daniels, Schaefer
NOES:	None
ABSENT:	None

**PUBLIC COMMENT**

Andreas Kazos spoke regarding concerns with the condition of the sidewalks in his neighborhood near Halifax and Westbrook Dr.

The City Clerk read the following written comment submitted by Rick Hodgkins, "Back on August 10th of this year, if you recall, I submitted public comment on matters/not/on the agenda, not knowing how to comment on any other item on the agenda. As we continue to discuss sidewalk and street improvements, not only do we need more lighting on residential streets, as other residents have stated, but that we also need to make our stop lights accessible for the blind. For example, instead of using beeps or chirps, the best way to make it even more accessible, is to implement a talking signal that can say something like, "Wait to cross Sunrise Boulevard at Antelope Rd." I can no longer see oncoming or parallel traffic."

The City Clerk read the following written comment submitted by Rick Hodgkins regarding Item 9, "This is not a ghetto. Please whatever you do, please prevent intrusive panhandling?"

**PRESENTATIONS**

5. Presentation by REACH – Recognition of Good Neighbor Day Award Recipient

REACH President Natalee Price presented the following Citrus Heights residents with a Good Neighbor Day Award Certificate: Ruth Fox, Donna Stephens and Lotte Reed.

Mayor Schaefer presented Lotte Reed with the Good Neighbor of the Year Certificate.

4. Proclamation of the City of Citrus Heights Honoring the Mesa Verde High School Girls Flag Football Team

Vice Mayor Daniels read and presented the proclamation to Mesa Verde High School Athletics Director Travis Miller. The City Council presented Certificates of Recognition to the Girls Flag Football Team as follows: Mikaylah Chimara, Janiyah Alexander, Adriadna Tellez, Jaiden Alexander, Mekiya Nichols, Aleny Aceves, Jay Flucker, Alicia Chimara, Valarie Medina, Skyla Pennucci, Eliece Pennucci, Lizzie Garza, Joie McGuire, Heidi Martinez, Emma Casaucau, Darren Smith and Katie Garza.

6. Proclamation of the City of Citrus Heights Recognizing November 14, 2023 as “National Police Records and Support Personnel Appreciation Day”

Mayor Schaefer read and presented the proclamation to Police Services Supervisor Dan Stockbridge.

#### **COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES**

Council Member Karpinski-Costa attended the “Octubafest” hosted by the Citrus Heights Community Marching Band. She provided a report from the Sacramento Area Sewer District Board meeting. She provided an update from the Sacramento-Yolo Mosquito and Vector Control District. She announced a “Tubafest” event on December 2, 1:00 p.m. at the Rusch Park Auditorium.

Council Member Middleton attended the California Housing Partnership Board meeting. On November 11<sup>th</sup> she was a judge for a Miss California event hosted by the Slavic Chamber and Russian American Media. On November 6<sup>th</sup> she was a panelist on the California System Innovators Network.

Council Member Lopez-Taff spoke on youth leadership at the Trinity Home School group. She attended the Sunrise MarketPlace Board meeting. She announced a Veterans Day event to be held at the Sylvan Cemetery at 10:45 a.m.

Vice Mayor Daniels attended the Sunrise MarketPlace Board meeting. He attended a four agency meeting that included members of the Sacramento Metropolitan Air Quality Board, the Regional Transit Board, SMUD and the Sacramento Area Council of Governments. He provided a report from the Sacramento Transportation Authority Board meeting. He announced a Veterans Day event to be held at the Sylvan Cemetery at 10:45 a.m. and an event at the Veterans Community Center at 12:00 p.m. He announced the next Citrus Heights Chamber of Commerce lunch will be held on November 14<sup>th</sup>. He announced Supervisor Sue Frost is holding a Community Meeting on November 27<sup>th</sup>, 6:00 p.m. at City Hall.

Mayor Schaefer spoke at a Neighborhood Watch group meeting. He attended the Citrus Heights Community Marching Band’s “Octubafest” event.

**CONSENT CALENDAR**

7. **SUBJECT:** Approval of Minutes  
**RECOMMENDATION:** Approve the Minutes of the Meeting of October 26, 2023
8. Pulled for discussion.
9. **SUBJECT:** Second Reading – Ordinance of the City Council of the City of Citrus Heights Repealing Citrus Heights Municipal Code Chapter 78, Article III. - Prohibition Against Intrusive and Unsafe Panhandling, Sections 78-50 to 78-54  
**STAFF REPORT:** R. Jones / A. Turcotte  
**RECOMMENDATION:** Adopt Ordinance No. 2023-005, An Ordinance of the City Council of the City of Citrus Heights, California, Repealing Citrus Heights Municipal Code Chapter 78, Article III. - Prohibition Against Intrusive and Unsafe Panhandling, Sections 78-50 to 78-54
10. **SUBJECT:** FY 2023 COPS Technology and Equipment Program Funding  
**STAFF REPORT:** A. Turcotte / C. Kinnan  
**RECOMMENDATION:** Adopt Resolution No. 2023-100 A Resolution of the City Council of the City of Citrus Heights, California, Accepting FY 2023 COPS Technology and Equipment Program Grant Funds
11. Pulled for discussion.
12. **SUBJECT:** Sunrise Tomorrow Specific Plan – On-Call Civil Engineering Services  
**STAFF REPORT:** C. Kempenaar / R. Cave / L. Blomquist  
**RECOMMENDATION:** Adopt Resolution 2023-103 A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an On-Call Service Agreement with MacKay & Soms Engineers, Inc. for On-Call Civil Engineering Services

**ACTION:** On a motion by Council Member Karpinski-Costa, seconded by Council Member Middleton, the City Council adopted Consent Calendar Items 7, 9, 10 and 12.

AYES: Karpinski-Costa, Lopez-Taff, Middleton, Daniels, Schaefer  
NOES: None  
ABSENT: None

**CONSENT CALENDAR ITEMS PULLED FOR DISCUSSION**

8. **SUBJECT:** Appointment to Sacramento Yolo Mosquito and Vector Control District Board  
**STAFF REPORT:** A. Van  
**RECOMMENDATION:** The options for filling appointment are as follows:
- a. Reappoint Council Member Jayna Karpinski-Costa for a term of two or four years; or
  - b. Direct staff to advertise the vacancy and accept applications for appointment

Mayor Schaefer pulled Item 8 for separate action.



City Clerk Van presented the staff report.

**ACTION:** On a motion by Vice Mayor Daniels, seconded by Council Member Lopez-Taff, the City Council reappointed Council Member Jayna Karpinski-Costa to the Sacramento Yolo Mosquito and Vector Control District Board for a term of four years.

AYES: Karpinski-Costa, Lopez-Taff, Middleton, Daniels, Schaefer  
NOES: None  
ABSENT: None

11. **SUBJECT:** FY 2023 Organized Retail Theft Prevention Grant Program Funding Acceptance

**STAFF REPORT:** A. Turcotte / W. Herman / C. Kinnan

**RECOMMENDATION:**

- a. Adopt Resolution No. 2023-101 A Resolution of the City Council of the City of Citrus Heights, California, Accepting FY 2023 Organized Retail Theft Prevention Grant Program Funds; and
- b. Adopt Resolution No. 2023-102 A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the Addition of One Full-Time Position Funded by the Organized Retail Theft Prevention Grant Program

Council Member Karpinski-Costa pulled Item 11 for discussion.

Lieutenant Herman reported the Police Department was awarded an Organized Retail Theft Grant in the amount of \$2,752,138 that will be used to detect, prevent and solve theft-related crimes.

City Council questions and comments followed.

**ACTION:** On a motion by Vice Mayor Daniels, seconded by Council Member Karpinski-Costa, the City Council adopted Resolution No. 2023-101 A Resolution of the City Council of the City of Citrus Heights, California, Accepting FY 2023 Organized Retail Theft Prevention Grant Program Funds.

AYES: Karpinski-Costa, Lopez-Taff, Middleton, Daniels, Schaefer  
NOES: None  
ABSENT: None

**ACTION:** On a motion by Vice Mayor Daniels, seconded by Council Member Middleton, the City Council adopted Resolution No. 2023-102 A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the Addition of One Full-Time Position Funded by the Organized Retail Theft Prevention Grant Program.

AYES: Karpinski-Costa, Lopez-Taff, Middleton, Daniels, Schaefer  
NOES: None  
ABSENT: None

**PUBLIC HEARING**

13. **SUBJECT:** 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Funding  
**STAFF REPORT:** A. Turcotte / K. Frey / C. Kinnan  
**RECOMMENDATION:** Adopt Resolution No. 2023-104 A Resolution of the City Council of the City of Citrus Heights, California, Accepting 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) in Accordance with State Requirements

Commander Frey reported each year the Bureau of Justice Assistance partners with the Bureau of Justice Statistics to allocate funding for each state. Under this program cities and counties receive federal funds to augment public safety expenditures.

Mayor Schaefer opened the public hearing, seeing no speakers he closed the public hearing.

**ACTION:** On a motion by Council Member Middleton, seconded by Vice Mayor Daniels, the City Council adopted Resolution No. 2023-104 A Resolution of the City Council of the City of Citrus Heights, California, Accepting 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) in Accordance with State Requirements.

AYES: Karpinski-Costa, Lopez-Taff, Middleton, Daniels, Schaefer  
NOES: None  
ABSENT: None

**REGULAR CALENDAR**

14. **SUBJECT:** Red Light Camera Program  
**STAFF REPORT:** A. Turcotte / K. Frey / M. Wells  
**RECOMMENDATION:** This is an informational report and no action is requested

Lieutenant Wells presented an overview of the City's red light camera program.

City Council questions and comments followed.

**Public Comment**

Kathy Morris asked if there were cameras at the intersection of Old Auburn and Fair Oaks Boulevard.

**DEPARTMENT REPORTS**

None

**CITY MANAGER ITEMS**

City Manager Feeney announced Veterans Day events taking place at the Sylvan Cemetery and the Veterans Community Center. He stated the City has some fee waivers that are available to veterans for business license fees and building permits fees. He introduced new employees Brandon Panell, Facilities and Fleet Supervisor and Jessica Andrews, Events and Community Center Supervisor. He stated the City received a Certificate of Appreciation for support of the 2023 Sacramento Valley Association of Building Officials Community Outreach

Program. He announced the November 23<sup>rd</sup> City Council meeting is cancelled due to the Thanksgiving holiday. He announced the annual Holiday Tree Lighting event will be held on December 6, at 6:00 p.m. He said the Citrus Heights Police Department will be participating in the Shop with a Cop event on December 7.

**ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS**

None

**ADJOURNMENT**

Mayor Schaefer adjourned the regular meeting at 7:46 p.m.

Respectfully submitted,

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Amy Van, City Clerk



# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT MEMORANDUM

**DATE:** December 14, 2023

**TO:** Mayor and City Council Members  
Ashley J. Feeney, City Manager

**FROM:** Susan K. Talwar, Administrative Services Director  
Alberto Preciado, Accounting Manager

**SUBJECT:** Quarterly Treasurer's Report

### **Summary and Recommendation**

Staff recommends the City Council receive and file the Quarterly Treasurer's Report for the quarter ending September 30, 2023. This report is a standard quarterly report submitted in accordance with the provisions of California Government Code Section 53646(b) whereas it states the treasurer or chief fiscal officer may render a quarterly report to the chief executive officer, the internal auditor, and the legislative body of the local agency.

### **Fiscal Impact**

There is no fiscal impact associated with this action. The attached report is for informational purposes on the effects of current market conditions to the City's investment portfolio.

### **Background and Analysis**

The market value of cash and investments for all City funds on September 30, 2023 was \$51,789,270 down from \$55,008,801 on June 30, 2023. The decrease is mainly due to large payments for construction projects and large payments related to the beginning of the fiscal year, including the City's workers' compensation and general liability insurance premiums.

Significant deposits for the FY23-24 first quarter included:

Sales Tax received through September 30, 2023	\$3,548,317
CalTrans Grant Reimbursements received through September 30, 2023	\$1,635,390
Measure A revenues received through September 30, 2023	\$1,129,193

The breakdown of the City's investment portfolio and current rate of return is as follows:

**Subject: Quarterly Treasurer's Report****Date: December 14, 2023****Page 2 of 4**

<b>Description</b>	<b>Par Value 9/30/23</b>	<b>Cost Basis 9/30/23</b>	<b>Market Value 9/30/23</b>	<b>Avg. Rate of Return 9/30/23</b>	<b>% of Total Portfolio</b>
Local Agency Investment Funds (LAIF)	\$40,091,804	\$40,091,804	\$39,542,857	3.15%	76.35%
US Bank – General Account & Schwab	\$2,251,880	\$2,251,880	\$2,251,880	0.00%	4.35%
Chandler Managed Account	\$10,098,637	\$10,132,726	\$9,994,533	4.65%	19.30%
<i>Total Portfolio</i>	\$52,442,321	\$52,476,410	\$51,789,270	3.32%	

A portion of the City's investments are under management by Chandler Asset Management as of March 2023. For more information regarding the City's investments, see schedules included as Attachment 2.

The report includes all securities managed by the City and its Investment Manager (excluding bond proceeds) and provides information on the values (par, fair, and cost), term, and yield of each security. Please note that because the safe-keeping custodian and the Investment Manager may use different pricing sources to determine the market value of the securities, there can be minor differences in market values shown on the custodian's monthly statement as compared to the Investment Manager's monthly statement.

Fair Value of individual securities has been provided by Chandler Asset Management. The City uses US Bank as its third-party custodian for safekeeping of all investments with the exception of the Local Agency Investment Fund (LAIF). LAIF being a money market fund administered by the State Treasurer has many governmental agency participants, and holds securities through its own administrator.

The value of fixed-income securities may fluctuate with changes in interest rates. As interest rates go up, the market value of the securities may go down, and the reverse is true; when interest rates go down, the market value of the securities may go up. The difference between the book and fair market value is considered an unrealized gain or loss. The unrealized loss for this reporting period is \$138,193. It is important to note that a loss or gain is realized when an investment is redeemed or sold before its maturity date. The City's investments are typically retained until the maturity date, at which point the City's full investment is returned. Nonetheless, the City may elect to sell an investment before its maturity and record a capital gain or loss to manage the portfolio's quality, liquidity or yield in response to market conditions or City's risk preferences.

### *Compliance*

All investment transactions were executed in accordance with the California Government Code and the City's Investment Policy. In accordance with California Government Code section 53646(b)(3), staff believes that the investments and budgeted revenues for the City will provide sufficient cash flow to meet the anticipated cash flow requirements of each entity for the next six months.

Pooled cash and investments book balances are adjusted annually to reflect fair value as required by Generally Accepted Accounting Principles (GAAP). The term fair value was formerly known as market value and became effective with the mandatory implementation of the Governmental

**Subject: Quarterly Treasurer's Report****Date: December 14, 2023****Page 3 of 4**

Accounting Standards Board (GASB) Statement No. 31 in fiscal year 1998. The attached investment schedules meet these requirements.

*American Rescue Plan Act Summary*

Included in the City's investment portfolio are the uncommitted American Rescue Plan Act (ARPA) funds at \$2,639,851 through September 30, 2023. The amount committed by Council through the same date is \$13,037,121.

Amount received from US Treasury in May 2021 & 2022	<b>\$15,676,972</b>
Expended Amount through September 30, 2023	\$5,924,191
Committed Amount through September 30, 2023	<b>\$13,037,121</b>
<b>Remaining Uncommitted Amount through September 30, 2023</b>	<b>\$2,639,851</b>
<i>Committed and proposed allocations through November 30, 2023</i>	<i>\$0</i>
<b><i>Tentative Remaining Uncommitted Amount through November 30, 2023</i></b>	<b><i>\$2,639,851</i></b>

\*

The breakdown of Council approved committed ARPA funds:

<b>Date of Council Approval</b>	<b>Project Name</b>	<b>Adopted ARPA Funds</b>
6/24/21	Rehire Public Safety staff to pre-pandemic levels FY 21/22	\$1,570,104
6/24/21	Rehire Public Safety staff to pre-pandemic levels FY 22/23	\$2,811,775
1/13/22	Small Business COVID Recovery Grant	\$281,111
6/23/22	Beautification Crew Pilot Program+	\$875,000
6/23/22	Police Fleet Vehicles & Equipment	\$1,400,000
6/23/22	Public Safety Communications Center Critical Needs	\$600,000
6/23/22	Block Party Trailer – Community Engagement+	\$50,000
9/22/22	Community Projects Grant Program+	\$50,000
10/27/22	ERP System and Technology+	\$1,198,350
12/08/22	Infrastructure Financing Strategies for Sunrise Tomorrow+	\$40,000
1/26/23	Patriotic Event+	\$80,000
2/23/23	CH Cares Community Beautification+	\$47,000
3/23/23	Business Attraction Incentive Program+	\$1,000,000
4/27/23	Sound Wall Beautification+	\$155,000

**Subject: Quarterly Treasurer's Report**

**Date: December 14, 2023**

**Page 4 of 4**

5/11/23	Proposed Grant Strategy+	\$60,000
6/8/23	Community Project Grant Round 2 *+	\$22,400
7/1/23	Rehire Public Safety staff to pre-pandemic levels FY 23/24	\$2,396,381
7/1/23	Fleet Replacement FY23/24	\$400,000
	<b>Committed Amount through September 30, 2023</b>	<b>\$13,037,121</b>

+ City Council Strategic Objective

\* Dependent on successful award of grant

### **Attachments**

1. Chandler Asset Management Portfolio Summary, Statement of Compliance, and Holdings Report

## PORTFOLIO CHARACTERISTICS

Average Modified Duration	1.74
Average Coupon	4.01%
Average Purchase YTM	4.67%
Average Market YTM	5.29%
Average S&P/Moody Rating	AA+/Aa1
Average Final Maturity	2.06 yrs
Average Life	1.86 yrs

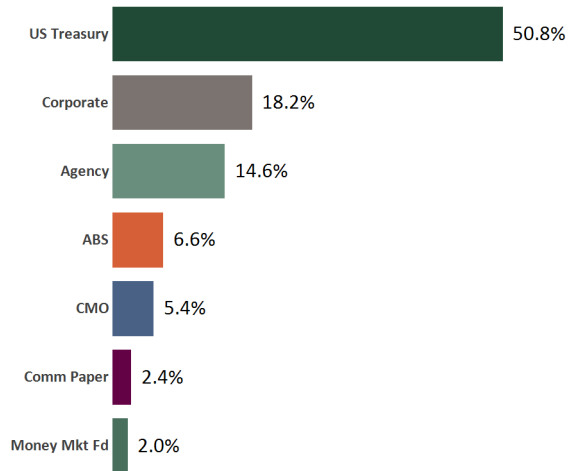
## ACCOUNT SUMMARY

	Beg. Values as of 8/31/23	End Values as of 9/30/23
Market Value	9,998,421	9,994,533
Accrued Interest	71,057	71,554
Total Market Value	<b>10,069,478</b>	<b>10,066,087</b>
Income Earned	39,417	38,241
Cont/WD		-921
Par	10,207,631	10,230,779
Book Value	10,095,960	10,132,726
Cost Value	10,063,629	10,098,637

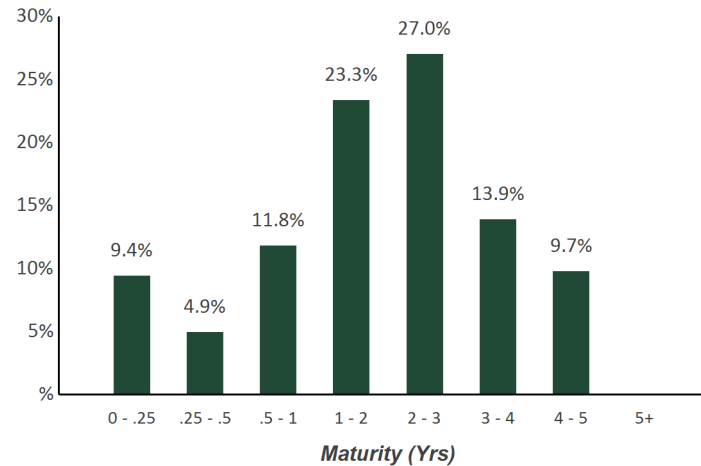
## TOP ISSUERS

Government of United States	50.8%
Federal Farm Credit Bank	8.2%
Federal Home Loan Bank	6.5%
Federal Home Loan Mortgage Corp	5.4%
MUFG Bank Ltd/NY	2.4%
First American Govt Oblig Fund	2.0%
John Deere ABS	2.0%
American Express ABS	1.7%
<b>Total</b>	<b>78.9%</b>

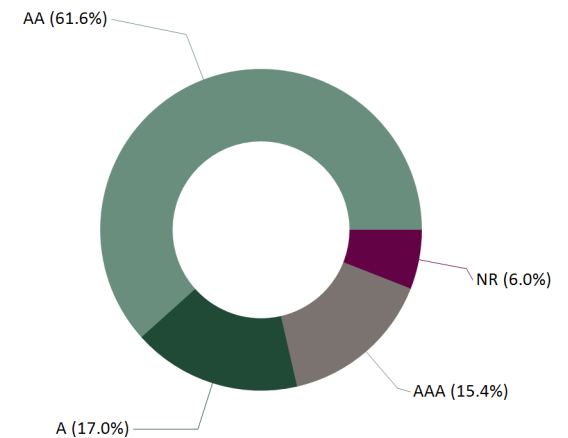
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;P)



## PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	3/31/2023
City of Citrus Heights	-0.02%	0.80%	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ICE BofA 1-3 Yr US Treasury & Agency Index	-0.01%	0.74%	N/A	N/A	N/A	N/A	N/A	N/A	N/A



### City of Citrus Heights

Assets managed by Chandler Asset Management are in full compliance with state law and the Client's investment policy.

Category	Standard	Comment
U.S. Treasuries	No limit; 5 years max maturity	Complies
Federal Agencies	30% max per Agency/GSE issuer; 20% max agency callable securities; 5 years max maturity	Complies
Supranational Obligations	"AA" rating category or higher by a NRSRO; 30% max; 10% max per issuer; 5 years max maturity; USD denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by IBRD, IFC, or IADB	Complies
Municipal Securities (CA, Other States)	"A" rating category or better by a NRSRO; 30% max; 5% max per issuer; 5 years max maturity	Complies
Corporate Medium Term Notes	"A" rating category or better by a NRSRO; 30% max; 5% max per issuer; 5 years max maturity; Issued by corporations organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S.	Complies
Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations	"AA" rating category or better by a NRSRO; 20% max (combined); 5% max per Asset-Backed or Commercial Mortgage security issuer; 5 years max maturity; From issuers not defined in US Treasuries and Federal Agencies sections of the Authorized Investments section of the policy	Complies
Negotiable Certificates of Deposit (NCD)	The amount of NCD insured up to the FDIC limit does not require any credit ratings; Any amount above FDIC insured limit must be issued by institutions with "A-1" short-term debt rating or better by a NRSRO; or "A" long-term rating category or better by a NRSRO; 30% max; 5% max per issuer; 5 years max maturity	Complies
Non-Negotiable Certificates of Deposit	20% max; 5 years max maturity	Complies
Collateralized Bank Deposits	No Limit; Deposits with financial institutions will be collateralized with pledged securities per California Government Code	Complies
Banker's Acceptances	A-1 short-term debt rated or better by a NRSRO; or "A" long-term debt rating category or better by a NRSRO; 40% max; 5% max per issuer; 180 days max maturity	Complies
Commercial Paper	25% max; 5% max per issuer; 270 days maturity; 10% max of the outstanding commercial paper of any single issuer; Issued by an entity that meets all of the following conditions in either (a) or (b): a. (i) organized and operating within the U.S. with assets > \$500 million; (ii) "A-1" rated or better by a NRSRO; (iii) "A" rating or better by a NRSRO, if issuer has debt obligations; b. (i) organized within the U.S. as a special purpose corporation, trust, or limited liability company; (ii) must have program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond; (iii) rated "A-1" or better by a NRSRO	Complies
Money Market Mutual Funds	20% max combined Money Market Mutual Funds and Mutual Funds; 20% max per MMMF; Meet either of the following criteria: (i) Attained highest rating by two NRSROs; or (ii) Retained an investment adviser registered or exempt from SEC registration with > 5 years experience managing MMMF with AUM >\$500 million	Complies

## City of Citrus Heights

*Assets managed by Chandler Asset Management are in full compliance with state law and the Client's investment policy.*

Category	Standard	Comment
Mutual Funds	20% max combined Money Market Mutual Funds and Mutual Funds; 10% max per MF; Meet either of the following criteria: (i) Attained highest rating by two NRSROs; or (ii) Retained an investment adviser registered or exempt from SEC registration with > 5 years experience investing in securities authorized by CGC & with AUM >\$500 million	<i>Complies</i>
Local Agency Investment Fund (LAIF)	Maximum amount permitted by LAIF; Not used by investment adviser	<i>Complies</i>
Local Government Investment Pools	Issued by joint powers authority; Have retained an investment adviser that meets all of the following criteria: 1) registered or exempt from SEC Registration, 2) >5years experience, 3) has AUM >\$500 million; Not used by investment adviser	<i>Complies</i>
Repurchase Agreements	1 year max maturity; 102% Collateralized; Not used by investment adviser	<i>Complies</i>
Max Per Issuer	5% max per issuer unless otherwise specified in the policy	<i>Complies</i>
Duration	Approximately equal to the duration (typically +/-20%) of market benchmark selected by the City	<i>Complies</i>
Maximum Maturity	5 years max maturity, except as otherwise stated in the policy	<i>Complies</i>

## Holdings Report

## City of Citrus Heights - Account #11026

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>ABS</b>									
448979AD6	Hyundai Auto Receivables Trust 2023-A A3 4.580% Due 04/15/2027	50,000.00	04/04/2023 4.63%	49,995.12 49,995.95	98.35 5.60%	49,174.55 101.78	0.49% (821.40)	NR / AAA AAA	3.54 1.69
47800CAC0	John Deere Owner Trust 2023-A A3 5.010% Due 11/15/2027	100,000.00	04/17/2023 4.60%	101,019.53 100,918.86	98.83 5.72%	98,832.31 222.67	0.98% (2,086.55)	Aaa / NR AAA	4.13 1.79
362583AD8	GM Auto Receivable Trust 2023-2 A3 4.470% Due 02/16/2028	35,000.00	04/04/2023 4.51%	34,999.04 34,999.18	97.76 5.76%	34,217.30 65.19	0.34% (781.88)	Aaa / AAA NR	4.38 1.80
05522RDF2	Bank of America Credit Card Tr 2022-A2 A2 5.000% Due 04/15/2028	100,000.00	04/18/2023 4.59%	101,093.75 100,902.93	98.96 5.59%	98,959.30 222.22	0.99% (1,943.63)	Aaa / AAA NR	4.55 1.95
47787CAC7	John Deere Owner Trust 2023-C A3 5.480% Due 05/15/2028	100,000.00	09/12/2023 5.55%	99,993.13 99,993.19	99.79 5.64%	99,792.50 182.67	0.99% (200.69)	Aaa / NR AAA	4.63 2.25
161571HT4	Chase Issuance Trust 23-A1 A 5.160% Due 09/15/2028	110,000.00	09/07/2023 5.23%	109,969.51 109,969.96	99.63 5.35%	109,594.98 252.27	1.09% (374.98)	NR / AAA AAA	4.96 2.66
02582JKD1	American Express Credit Trust 2023-3 A 5.230% Due 09/15/2028	175,000.00	09/12/2023 5.29%	174,992.18 174,992.27	99.80 5.36%	174,654.73 305.08	1.74% (337.54)	NR / AAA AAA	4.96 2.66
<b>TOTAL ABS</b>		<b>670,000.00</b>	<b>5.02%</b>	<b>672,062.26</b> <b>671,772.34</b>	<b>5.53%</b>	<b>665,225.67</b> <b>1,351.88</b>	<b>6.62%</b> <b>(6,546.67)</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>4.59</b> <b>2.25</b>
<b>Agency</b>									
3130AV7L0	FHLB Note 5.000% Due 02/28/2025	250,000.00	03/23/2023 4.16%	253,867.50 252,822.67	99.50 5.37%	248,751.00 1,145.83	2.48% (4,071.67)	Aaa / AA+ NR	1.42 1.34
3130AWER7	FHLB Note 4.625% Due 06/06/2025	200,000.00	06/09/2023 4.67%	199,834.00 199,859.42	99.18 5.14%	198,353.40 2,800.69	2.00% (1,506.02)	Aaa / AA+ NR	1.68 1.58
3133EPCR4	FFCB Note 4.750% Due 03/09/2026	375,000.00	Various 3.99%	382,886.25 381,490.89	99.50 4.97%	373,131.75 1,088.54	3.72% (8,359.14)	Aaa / AA+ AA+	2.44 2.27
3133EPHH1	FFCB Note 4.000% Due 04/28/2026	200,000.00	05/15/2023 3.85%	200,814.00 200,709.80	97.68 4.97%	195,352.40 3,400.00	1.97% (5,357.40)	Aaa / AA+ AA+	2.58 2.37
3133EPNG6	FFCB Note 4.375% Due 06/23/2026	250,000.00	06/22/2023 4.43%	249,630.00 249,663.76	98.69 4.89%	246,719.00 2,977.43	2.48% (2,944.76)	Aaa / AA+ AA+	2.73 2.51
3130ATUS4	FHLB Note 4.250% Due 12/10/2027	200,000.00	05/15/2023 3.66%	204,924.00 204,516.86	98.25 4.71%	196,506.80 2,620.83	1.98% (8,010.06)	Aaa / AA+ NR	4.20 3.75
<b>TOTAL Agency</b>		<b>1,475,000.00</b>	<b>4.12%</b>	<b>1,491,955.75</b> <b>1,489,063.40</b>	<b>5.01%</b>	<b>1,458,814.35</b> <b>14,033.32</b>	<b>14.63%</b> <b>(30,249.05)</b>	<b>Aaa / AA+</b> <b>AA+</b>	<b>2.47</b> <b>2.27</b>

## Holdings Report

## City of Citrus Heights - Account #11026

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>CMO</b>									
3137BVZ82	FHLMC K063 3.430% Due 01/25/2027	150,000.00	06/07/2023 4.55%	144,544.92 145,002.60	94.62 5.26%	141,933.15 428.75	1.41% (3,069.45)	NR / NR AAA	3.32 2.93
3137FBBX3	FHLMC K068 A2 3.244% Due 08/25/2027	100,000.00	06/08/2023 4.38%	95,808.59 96,113.92	93.53 5.10%	93,531.50 270.33	0.93% (2,582.42)	Aaa / NR NR	3.90 3.51
3137FBU79	FHLMC K069 A2 3.187% Due 09/25/2027	150,000.00	06/09/2023 4.98%	142,980.47 143,469.68	92.91 5.22%	139,358.70 398.38	1.39% (4,110.98)	NR / AAA NR	3.99 3.53
3137FETN0	FHLMC K073 A2 3.350% Due 01/25/2028	75,000.00	05/24/2023 4.34%	72,082.03 72,294.75	93.02 5.19%	69,768.60 41.88	0.69% (2,526.15)	NR / NR AAA	4.32 3.83
3137FG6X8	FHLMC K077 A2 3.850% Due 05/25/2028	100,000.00	05/24/2023 4.65%	98,164.06 98,289.01	94.67 5.16%	94,668.30 64.17	0.94% (3,620.71)	NR / NR AAA	4.65 4.07
<b>TOTAL CMO</b>		<b>575,000.00</b>	<b>4.62%</b>	<b>553,580.07 555,169.96</b>	<b>5.19%</b>	<b>539,260.25 1,203.51</b>	<b>5.37% (15,909.71)</b>	<b>Aaa / AAA AAA</b>	<b>3.96 3.50</b>
<b>Commercial Paper</b>									
62479LBC8	MUFG Bank Ltd Discount CP 5.530% Due 02/12/2024	250,000.00	06/12/2023 5.78%	240,591.32 244,854.03	97.94 5.78%	244,854.03 0.00	2.43% 0.00	P-1 / A-1 NR	0.37 0.36
<b>TOTAL Commercial Paper</b>		<b>250,000.00</b>	<b>5.78%</b>	<b>240,591.32 244,854.03</b>	<b>5.78%</b>	<b>244,854.03 0.00</b>	<b>2.43% 0.00</b>	<b>P-1 / A-1 NR</b>	<b>0.37 0.36</b>
<b>Corporate</b>									
61761JVL0	Morgan Stanley Note 3.700% Due 10/23/2024	150,000.00	06/28/2023 5.57%	146,488.50 147,167.44	97.71 5.95%	146,569.35 2,435.83	1.48% (598.09)	A1 / A- A+	1.07 1.01
89115A2A9	Toronto-Dominion Bank Note 3.766% Due 06/06/2025	150,000.00	Various 5.41%	145,459.00 146,115.52	96.72 5.84%	145,078.35 1,804.54	1.46% (1,037.17)	A1 / A NR	1.68 1.58
89236TKF1	Toyota Motor Credit Corp Note 3.650% Due 08/18/2025	125,000.00	06/12/2023 4.94%	121,710.00 122,160.52	96.73 5.50%	120,911.63 544.97	1.21% (1,248.89)	A1 / A+ A+	1.88 1.78
46647PDM5	JP Morgan Chase & Co Callable Note Cont 12/15/2024 5.546% Due 12/15/2025	100,000.00	06/12/2023 5.98%	99,855.00 99,872.27	99.30 6.14%	99,302.80 1,632.99	1.00% (569.47)	A1 / A- AA-	2.21 1.13
24422EWPO	John Deere Capital Corp Note 4.800% Due 01/09/2026	35,000.00	03/17/2023 4.44%	35,322.35 35,261.34	98.84 5.35%	34,593.16 382.67	0.35% (668.18)	A2 / A A+	2.28 2.10
78016FZT4	Royal Bank of Canada Note 4.875% Due 01/12/2026	150,000.00	06/28/2023 5.25%	148,672.50 148,805.68	98.14 5.75%	147,210.00 1,604.69	1.48% (1,595.68)	A1 / A AA-	2.29 2.11

# Holdings Report

ITEM 8

As of September 30, 2023

## City of Citrus Heights - Account #11026

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
756109BQ6	Realty Income Corp Callable Note cont 1/13/2024 5.050% Due 01/13/2026	100,000.00	06/12/2023 5.49%	98,941.00 99,063.28	98.58 5.72%	98,575.10 1,094.17	0.99% (488.18)	A3 / A- NR	2.29 2.10
037833BY5	Apple Inc Callable Note Cont 11/23/2025 3.250% Due 02/23/2026	125,000.00	03/23/2023 4.10%	122,103.75 122,615.49	95.55 5.25%	119,443.13 428.82	1.19% (3,172.36)	Aaa / AA+ NR	2.40 2.26
341081GR2	Florida Power and Light Callable Note Cont 4/15/2026 4.450% Due 05/15/2026	125,000.00	05/18/2023 4.65%	124,325.00 124,406.82	97.85 5.33%	122,318.38 2,055.03	1.24% (2,088.44)	A1 / A A+	2.62 2.40
14913UAA8	Caterpillar Financial Services Note 4.350% Due 05/15/2026	100,000.00	06/12/2023 4.71%	99,031.00 99,130.08	97.76 5.27%	97,756.50 1,643.33	0.99% (1,373.58)	A2 / A A+	2.62 2.40
24422EWX3	John Deere Capital Corp Note 4.750% Due 06/08/2026	100,000.00	06/05/2023 4.72%	100,094.00 100,084.14	98.66 5.29%	98,656.90 1,490.97	0.99% (1,427.24)	A2 / A A+	2.69 2.45
69371RS56	Paccar Financial Corp Note 5.050% Due 08/10/2026	75,000.00	08/03/2023 5.07%	74,962.50 74,964.28	99.52 5.23%	74,638.73 536.56	0.75% (325.55)	A1 / A+ NR	2.86 2.61
26442CAS3	Duke Energy Carolinas Callable Note Cont 9/1/2026 2.950% Due 12/01/2026	100,000.00	04/10/2023 4.43%	95,073.00 95,710.66	93.52 5.19%	93,521.80 983.33	0.94% (2,188.86)	Aa3 / A NR	3.17 2.94
06051GLE7	Bank of America Corp Callable Note 2X 1/20/2026 5.080% Due 01/20/2027	100,000.00	Various 5.89%	98,714.80 98,848.80	97.75 6.14%	97,745.30 1,001.89	0.98% (1,103.50)	A1 / A- AA-	3.31 2.12
06406RBQ9	Bank of NY Mellon Corp Callable Note Cont 4/26/2026 4.947% Due 04/26/2027	110,000.00	Various 5.28%	109,476.40 109,512.06	97.61 5.96%	107,369.35 2,342.96	1.09% (2,142.71)	A1 / A AA-	3.57 2.32
91324PEG3	United Health Group Inc Callable Note Cont 4/15/2027 3.700% Due 05/15/2027	100,000.00	03/23/2023 4.28%	97,802.00 98,075.66	94.79 5.30%	94,787.30 1,397.78	0.96% (3,288.36)	A2 / A+ A	3.62 3.28
74456QBS4	Public Service El & Gas Callable Note Cont 2/15/2027 3.000% Due 05/15/2027	75,000.00	04/18/2023 4.48%	70,921.50 71,371.62	92.58 5.28%	69,431.25 850.00	0.70% (1,940.37)	A1 / A NR	3.62 3.33
22160KAM7	Costco Wholesale Corp Callable Note Cont 2/18/2027 3.000% Due 05/18/2027	40,000.00	03/17/2023 4.28%	38,067.20 38,314.05	93.12 5.10%	37,247.40 443.33	0.37% (1,066.65)	Aa3 / A+ NR	3.63 3.34
<b>TOTAL Corporate</b>		<b>1,860,000.00</b>	<b>5.01%</b>	<b>1,827,019.50</b> <b>1,831,479.71</b>	<b>5.58%</b>	<b>1,805,156.43</b> <b>22,673.86</b>	<b>18.16%</b> <b>(26,323.28)</b>	<b>A1 / A</b> <b>A+</b>	<b>2.53</b> <b>2.18</b>



# Holdings Report

ITEM 8

As of September 30, 2023

## City of Citrus Heights - Account #11026

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>Money Market Fund</b>									
31846V203	First American Govt Obligation Fund Class Y	200,779.28	Various 4.94%	200,779.28 200,779.28	1.00 4.94%	200,779.28 0.00	1.99% 0.00	Aaa / AAA AAA	0.00 0.00
<b>TOTAL Money Market Fund</b>		<b>200,779.28</b>	<b>4.94%</b>	<b>200,779.28</b> <b>200,779.28</b>	<b>4.94%</b>	<b>200,779.28</b> <b>0.00</b>	<b>1.99%</b> <b>0.00</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>0.00</b> <b>0.00</b>
<b>US Treasury</b>									
912797HA8	US Treasury Bill 5.210% Due 10/10/2023	250,000.00	06/12/2023 5.37%	245,694.51 249,674.37	99.87 5.37%	249,674.37 0.00	2.48% 0.00	P-1 / A-1+ F-1+	0.03 0.03
912797FJ1	US Treasury Bill 5.128% Due 11/09/2023	250,000.00	06/22/2023 5.30%	245,050.54 248,611.30	99.44 5.30%	248,611.30 0.00	2.47% 0.00	P-1 / A-1+ F-1+	0.11 0.11
912797FT9	US Treasury Bill 5.160% Due 12/07/2023	250,000.00	06/12/2023 5.37%	243,657.50 247,599.17	99.04 5.37%	247,599.17 0.00	2.46% 0.00	P-1 / A-1+ F-1+	0.19 0.18
9128286G0	US Treasury Note 2.375% Due 02/29/2024	250,000.00	06/28/2023 5.38%	245,107.42 246,984.57	98.75 5.42%	246,884.75 505.67	2.46% (99.82)	Aaa / AA+ AA+	0.42 0.41
91282CEG2	US Treasury Note 2.250% Due 03/31/2024	250,000.00	04/12/2023 4.68%	244,335.94 247,079.72	98.43 5.47%	246,084.00 15.37	2.44% (995.72)	Aaa / AA+ AA+	0.50 0.49
91282CEK3	US Treasury Note 2.500% Due 04/30/2024	250,000.00	06/28/2023 5.41%	244,111.33 245,920.27	98.30 5.49%	245,752.00 2,615.49	2.47% (168.27)	Aaa / AA+ AA+	0.58 0.56
91282CEX5	US Treasury Note 3.000% Due 06/30/2024	250,000.00	06/12/2023 5.22%	244,404.30 246,011.42	98.18 5.50%	245,449.25 1,895.38	2.46% (562.17)	Aaa / AA+ AA+	0.75 0.72
91282CFA4	US Treasury Note 3.000% Due 07/31/2024	250,000.00	06/12/2023 5.16%	244,130.86 245,690.29	97.96 5.52%	244,912.00 1,263.59	2.45% (778.29)	Aaa / AA+ AA+	0.84 0.80
91282CFG1	US Treasury Note 3.250% Due 08/31/2024	200,000.00	06/28/2023 5.27%	195,453.13 196,449.41	98.01 5.50%	196,023.40 553.57	1.95% (426.01)	Aaa / AA+ AA+	0.92 0.89
91282CFN6	US Treasury Note 4.250% Due 09/30/2024	250,000.00	04/12/2023 4.33%	249,707.03 249,800.50	98.83 5.47%	247,080.00 29.03	2.45% (2,720.50)	Aaa / AA+ AA+	1.00 0.96
91282CGD7	US Treasury Note 4.250% Due 12/31/2024	250,000.00	05/18/2023 4.48%	249,111.33 249,313.98	98.65 5.37%	246,630.75 2,685.12	2.48% (2,683.23)	Aaa / AA+ AA+	1.25 1.19
91282CGN5	US Treasury Note 4.625% Due 02/28/2025	250,000.00	04/12/2023 4.07%	252,460.94 251,848.39	99.09 5.29%	247,734.50 984.72	2.47% (4,113.89)	Aaa / AA+ AA+	1.42 1.35
91282CGX3	US Treasury Note 3.875% Due 04/30/2025	250,000.00	06/08/2023 4.55%	246,962.89 247,463.95	97.96 5.23%	244,912.00 4,054.01	2.47% (2,551.95)	Aaa / AA+ AA+	1.58 1.49
91282CEU1	US Treasury Note 2.875% Due 06/15/2025	250,000.00	05/18/2023 4.19%	243,544.92 244,694.57	96.27 5.18%	240,683.50 2,120.90	2.41% (4,011.07)	Aaa / AA+ AA+	1.71 1.62

# Holdings Report

ITEM 8

As of September 30, 2023

## City of Citrus Heights - Account #11026

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
91282CFK2	US Treasury Note 3.500% Due 09/15/2025	250,000.00	06/08/2023 4.35%	245,439.45 246,066.59	97.07 5.09%	242,675.75 384.62	2.41% (3,390.84)	Aaa / AA+ AA+	1.96 1.86
91282CFW6	US Treasury Note 4.500% Due 11/15/2025	250,000.00	05/18/2023 4.05%	252,646.48 252,254.30	98.94 5.03%	247,353.50 4,249.32	2.50% (4,900.80)	Aaa / AA+ AA+	2.13 1.97
91282CGL9	US Treasury Note 4.000% Due 02/15/2026	250,000.00	06/08/2023 4.22%	248,613.28 248,774.26	97.89 4.95%	244,716.75 1,277.17	2.44% (4,057.51)	Aaa / AA+ AA+	2.38 2.22
91282CGV7	US Treasury Note 3.750% Due 04/15/2026	250,000.00	04/12/2023 3.75%	250,029.30 250,024.83	97.27 4.91%	243,164.00 4,328.89	2.46% (6,860.83)	Aaa / AA+ AA+	2.54 2.35
91282CHB0	US Treasury Note 3.625% Due 05/15/2026	250,000.00	06/08/2023 4.15%	246,435.55 246,814.96	96.93 4.88%	242,334.00 3,423.06	2.44% (4,480.96)	Aaa / AA+ AA+	2.62 2.43
912828U24	US Treasury Note 2.000% Due 11/15/2026	250,000.00	05/18/2023 3.83%	235,195.31 236,761.64	91.98 4.79%	229,951.25 1,888.59	2.30% (6,810.39)	Aaa / AA+ AA+	3.13 2.95
91282CEF4	US Treasury Note 2.500% Due 03/31/2027	250,000.00	03/24/2023 3.52%	240,556.64 241,768.48	92.89 4.73%	232,216.75 17.08	2.31% (9,551.73)	Aaa / AA+ AA+	3.50 3.29
<b>TOTAL US Treasury</b>		<b>5,200,000.00</b>	<b>4.60%</b>	<b>5,112,648.65</b> <b>5,139,606.97</b>	<b>5.23%</b>	<b>5,080,442.99</b> <b>32,291.58</b>	<b>50.79%</b> <b>(59,163.98)</b>	<b>Aaa / AA+</b> <b>AA+</b>	<b>1.40</b> <b>1.32</b>
<b>TOTAL PORTFOLIO</b>		<b>10,230,779.28</b>	<b>4.67%</b>	<b>10,098,636.83</b> <b>10,132,725.69</b>	<b>5.29%</b>	<b>9,994,533.00</b> <b>71,554.15</b>	<b>100.00%</b> <b>(138,192.69)</b>	<b>Aa1 / AA+</b> <b>AA+</b>	<b>2.06</b> <b>1.74</b>
<b>TOTAL MARKET VALUE PLUS ACCRUALS</b>						<b>10,066,087.15</b>			





# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT MEMORANDUM

**DATE:** December 14, 2023

**TO:** Mayor and City Council Members  
Ashley J. Feeney, City Manager

**FROM:** Susan Talwar, Administrative Services Director  
Tammy Nossardi, Finance Manager

**SUBJECT:** Annual AB 1600 Development Fee Report

### **Summary and Recommendation**

AB 1600 requires the City to prepare an annual report that reviews the status of the development impact fees collected.

Staff recommends the City Council adopt Resolution No. 2023-\_\_\_\_, A Resolution of the City Council of the City of Citrus Heights, California, Accepting, Filing, and Making the Findings Identified in the City's Annual AB 1600 Fee Report for the Fiscal Year Ended June 30, 2023.

### **Fiscal Impact**

This is an informational item and there is no fiscal impact associated with this action.

### **Background and Analysis**

By state law, the City is authorized to collect development impact fees from new development to fund public improvements and services to support the new development. The City of Citrus Heights collects development impact fees for roadway and transit improvements (now referred to as Multimodal), affordable housing, park facilities, and fire capital fees to cover the cost of new developments. In accordance with the provisions of California Government Code Section 66001 (AB 1600), the City is required to prepare an annual report that reviews the status of the development fees collected. Specifically, the annual report must include:

- A description of the development fee
- Fee schedule
- Amount of fees collected, interest earned, funds spent, and remaining balance
- Estimated timeline for expending funds if sufficient funding has been collected for an identified project



State law also requires the City spend or commit the development impact fees within five years of collection or adopt a resolution stating there remains a reasonable relationship between the current need for the development fees and the purpose for which the development fees were originally proposed.

The total balance of City's development impact fees was \$1,508,742 as of June 30, 2023.

<b>Impact Fee</b>	<b>Balance as of 6/30/2023</b>
Affordable Housing Impact Fee	\$334,638 *
Multimodal Impact Fee	\$22,417
Park Facilities Impact Fee	\$243,702 **
Fire Capital Facilities Impact Fee	\$0 ^
Roadway Impact Fee	\$733,806 ***
Transit Impact Fee	\$174,179 ***

\* \$234,985 of this amount has been held in excess of five years. It is anticipated that these funds will be used for costs associated with the Sayonara Drive Redevelopment Project.

\*\* \$42,087 of this amount has been held in excess of five years. It is anticipated that these funds will be used for costs on the Arcade-Cripple Creek Trail Project.

^ 100% of the Fire Capital Facilities Impact fees collected by the City of Citrus Heights are forwarded to Sacramento Metropolitan Fire District per City Ordinance 2022-006, City Resolution 2022-073 and agreement between the City of Citrus Heights and the Sacramento Metropolitan Fire District regarding Collections of Capital Fire Facilities Impact Fees for New Construction and Development.

\*\*\* The balances for Roadway and Transit Impact Fees could not be combined with the Multimodal and the funds would be spent prior to using the Multimodal Impact Fee dollars. It is anticipated these dollars will be utilized for Capital Improvement Program projects.

Attached to this staff report is information on each of the City's four development impact fees including; the current fee and description of the basis for the fee; revenue collected, expenditures and fund balance for each of the past five fiscal years; description of projects funded with the development impact fees; and findings regarding the expenditure of the remaining available funds.

### **Attachments**

1. A Resolution of the City Council of the City of Citrus Heights, California Accepting, Filing, and Making the Findings Identified in the City's Annual AB 1600 Fee Report for the Fiscal Year Ended June 30, 2023
  - A. AB 1600 Development Fee Report for Fiscal Year Ended June 30, 2023

**RESOLUTION NO. 2023-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,  
CALIFORNIA, ACCEPTING, FILING, AND MAKING THE FINDINGS IDENTIFIED  
IN THE CITY'S ANNUAL AB 1600 FEE REPORT FOR THE FISCAL YEAR ENDED  
JUNE 30, 2023**

**WHEREAS**, the Mitigation Fee Act, Government Code §§ 66000, et seq. requires cities to publish an annual report for each fund established to account for development impact fees collected by each city;

**WHEREAS**, the report must include the beginning and ending balances by public facility type for the fiscal year, and the amount of fees, interest, other income, and expenditures for each fund;

**WHEREAS**, in connection with the report, cities must make certain findings describing how certain unexpended fees will be used in connection with the purpose for which they were originally proposed and collected.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that the City of Citrus Heights City Council hereby accepts, files, and makes the findings identified in the AB 1600 Fee Report for the Fiscal Year Ended June 30, 2023, attached hereto and incorporated herein by this reference.

The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights, California, this 14th day of December 2023, by the following vote, to wit:

**AYES:**           **Council Members:**  
**NOES:**          **Council Members:**  
**ABSTAIN:**    **Council Members:**  
**ABSENT:**      **Council Members:**

\_\_\_\_\_  
**Tim Schaefer, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Amy Van, City Clerk**

**Exhibits**

A. AB 1600 Development Fee Report for Fiscal Year Ended June 30, 2023



Development Impact Fee Report  
Fiscal Year Ended June 30, 2023

City of Citrus Heights  
AB 1600 Fee Report  
Fiscal Year Ended June 30, 2023

**Affordable Housing Impact Fee (Fund 263)**

The purpose of this fund is to provide a trust fund for low-income housing projects.

**Low-Income Housing Impact Fee (per square foot)**

Residential	Office	Hotel	Research/ Development	Commercial
Exempt	\$1.84	\$2.22	\$1.58	\$1.67

Account Description	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Unaudited FY 2022-23
Beginning Fund Balance	\$ 303,537	\$ 280,932	\$ 341,032	\$ 374,718	\$ 378,668
<b>Revenue</b>					
Developer Fees	31,701	637	38,354	8,117	16,940
Interest Income	7,909	5,898	425	(4,166)	(8,160)
Miscellaneous Revenue	-	1,000	1,000	-	-
<b>Total Revenue</b>	39,610	7,535	39,778	3,950	8,780
<b>Expenditures</b>	62,215	9,650	6,092	-	52,810
Return Interest Paid on Loan Recorded		(62,215)			
<b>Total Available</b>	\$ 280,932	\$ 341,032	\$ 374,718	\$ 378,668	\$ 334,638

**Five-Year Revenue Test Using First In First Out Method**

Revenue Collected FY 2018-19	39,610
Revenue Collected FY 2019-20	7,535
Revenue Collected FY 2020-21	39,778
Revenue Collected FY 2021-22	3,950
Revenue Collected FY 2022-23	8,780
<b>Total Revenue for Last Five Years</b>	<b>\$ 99,653</b>

**Unexpended Fee** (Five Year Test): Must be committed:

234,985

**Adopted Budget - \$0 for FY 22/23; \$54,636 for FY 23/24**

**Findings Regarding Unexpended Fee:**

1. The Unexpended Fee will be used for costs associated with the city's Affordable Housing Impact Fee for Sayonara Drive Redevelopment Project. The specific use of funds for the Sayonara Drive Redevelopment Project includes the pre-development and development of a low-income housing project, which may include a request for proposals for an affordable housing project, conceptual design work, environmental analysis, site work, development costs as well as other associated fees and costs.

2. The city assessed the fee to mitigate the impact of new development on the need for affordable housing in the city. Consistent with this purpose, the Sayonara Drive Redevelopment Project will mitigate such impacts by providing affordable housing units. Therefore, there exists a reasonable relationship between the Unexpended Fee and the purpose for which it was charged.

3. All Low-Income Housing Impact Fee funds for the project identified above, including the entire unexpended fee, have been deposited in the Low-Income Housing Impact Fee Fund, which is the appropriate fund for this project.

**Note: In FY 18/19, \$62,215 expenditure represents repayment of interest to the General Fund as per Resolution # 2003-120 & 2003-121**

City of Citrus Heights  
AB 1600 Fee Report  
Fiscal Year Ended June 30, 2023

**Multimodal Impact Fee (Fund 268) \*\*\***

\*\*\* Effective August 22, 2022, the Multimodal Impact Fee (Fund 268) replaced the Transit Impact Fee (Fund 266) and Roadway Impact Fee (Fund 262). All funds collected prior to August 22, 2022 will remain in Fund 262 and Fund 266 and should be expended before use of any dollars in Fund 268. The unaudited FY 2022-23 revenue was collected after August 22, 2022.

Multimodal Impact Fee					
Residential	Accessory Dwelling Unit Less than 750 SF	Accessory Dwelling Unit 750 SF - 1,200 SF	Single-Family	Multi-Family	
	Exempt	\$1,385 per unit	\$2,771 per unit	\$1,503 per unit	
Commercial	Food	General Retail	Service	Professional Office	Medical
	\$4.10 per SF	\$6.64 per SF	\$6.64 per SF	\$3.00 per SF	\$8.35 per SF
				Government	\$3.65 per SF

Account Description	FY 2018-19	FY 2019-20	FY 20-21	FY 2021-22	Unaudited FY 2022-23 *
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Deferred Inflows	\$ -	\$ -	\$ -	\$ -	
<b>Revenue</b>	\$ -	\$ -	\$ -	\$ -	
Developer Fees	\$ -	\$ -	\$ -	\$ -	\$ 24,894
Interest Income	\$ -	\$ -	\$ -	\$ -	\$ 2,608
<b>Total Revenue</b>	\$ -	\$ -	\$ -	\$ -	\$ 27,502
<b>Expenditures</b>	\$ -	\$ -	\$ -	\$ -	\$ 5,085
<b>Total Available</b>	\$ -	\$ -	\$ -	\$ -	\$ 22,417

**Five-Year Revenue Test Using First In First Out Method**

Revenue Collected FY 2018-19	-
Revenue Collected FY 2019-20	-
Revenue Collected FY 2020-21	-
Revenue Collected FY 2021-22	-
Revenue Collected FY 2022-23	27,502 *
<b>Total Revenue for Last Five Years</b>	<b>\$ 27,502</b>

**Unexpended Fee** (Five Year Test): Five year test met in accordance with Government Code Section 66001.

**Adopted Budget - \$0 for FY 22/23; \$200,000 for FY 23/24**

\$200,000 - Professional Services for Auburn Blvd Preconstruction

\*\*\* Effective August 22, 2022, the Multimodal Impact Fee (Fund 268) replaced the Transit Impact Fee (Fund 266) and Roadway Impact Fee (Fund 262). All funds collected prior to August 22, 2022 will remain in Fund 262 and Fund 266 and should be expended before use of any dollars in Fund 268. The unaudited FY 2022-23 revenue was collected after August 22, 2022.

^ Nexus study invoices were charged to fund 268 in the amount of \$5,085

City of Citrus Heights  
AB 1600 Fee Report  
Fiscal Year Ended June 30, 2023

**Park Facilities Impact Fee (Fund 265)**

The purpose of this fund is to maintain existing park and recreation facility standards and mitigate the impacts caused by new and anticipated development activity of existing park and recreation facilities.

**Park Facilities Impact Fee**

New Commercial Constructoin		Residential Construction Types	
Rental Use	25¢ per SF	Accessory Dwelling (ADU) less than 750 SF	Exempt
Office Use	45¢ per SF	Accessory Dwelling (ADU) 750 SF - 1,200 SF	\$1,541.45 per unit
Industrial Use	15¢ per SF	Single-family, detached	\$3,082.90 per unit
		Single-family, attached (2-4 units)	\$2,369.19 per unit
		Multi-family, (5 or more units)	\$2,180.42 per unit
		Mobile/Manufactured Homes	\$1,730.18 per unit

Account Description	FY 2018-19	FY 2019-20	FY 20-21	FY 2021-22	Unaudited FY 2022-23
Beginning Fund Balance	\$ 122,277	\$ 122,358	\$ 35,658	\$ 102,181	\$ 222,708
<b>Revenue</b>					
Developer Fees	38,654	12,664	71,492	123,053	78,895
Interest Income	3,389	2,592	(317)	(2,526)	(4,856)
<b>Total Revenue</b>	42,043	15,256	71,175	120,527	74,039
<b>Expenditures</b>	41,962	101,956	4,652	-	53,045
<b>Total Available</b>	\$ 122,358	\$ 35,658	\$ 102,181	\$ 222,708	\$ 243,702

**Five-Year Revenue Test Using First In First Out Method**

Revenue Collected FY 2018-19	41,962
Revenue Collected FY 2019-20	101,956
Revenue Collected FY 2020-21	4,652
Revenue Collected FY 2021-22	-
Revenue Collected FY 2022-23	53,045
<b>Total Revenue for Last Five Year</b>	<b>\$ 201,615</b>

**Unexpended Fee** (Five Year Test): Must be committed: \$ 42,087

**CIP Adopted Budget - \$0 for FY 22/23; \$75,000 for FY 23/24**

1) \$75,000 budgeted for Arcade-Cripple Creek Trail Project

Park Facilities Impact Fee Projects	Project to Date Funding	% Complete	% Funded with Fee
Arcade Cripple Creek (Electric Greenway) Trail Project	75,000	75%	>0.5%
<b>Total</b>	<b>\$ 75,000</b>		

City of Citrus Heights  
AB 1600 Fee Report  
Fiscal Year Ended June 30, 2023

**Fire Capital Facilities Impact Fee (Fund 267) \*\***

\*\* The Fire Capital Facilities Impact Fee went into effect on September 12, 2022 by City Council approval on July 14, 2022 of Ordinance No. 2022-006, an Ordinance of the City Council of the City of Citrus Heights adding Article XXIX to Chapter 18 of the Citrus Heights Municipal Code for the Fire Capital Facilities Impact Fee. Unaudited revenue and expenditures from 9/12/22 thru 6/30/23.

This fee is collected by the City of Citrus Heights, on behalf of the Sacramento Metropolitan Fire District. The fees are assessed on new commercial and residential construction to address deficiencies with existing fire stations including age and condition, and improve emergency response.

**Fire Capital Facilities Impact Fee**

Accessory Dwelling (ADU) 750 SF-1,200 SF	\$714.50 per unit
Single-family	\$1,429 per unit
Multi-family	\$1,000 per unit
Multi-family, Senior	\$856 per unit
Retail Use	\$2,146 per 1,000 SF
Office Use	\$1,717 per 1,000 SF
Church	\$1,330 per 1,000 SF

Account Description	FY 2018-19	FY 2019-20	FY 20-21	FY 2021-22	Unaudited FY 2022-23 **
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Revenue</b>	\$ -	\$ -	\$ -	\$ -	
Fire Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ 31,288
Interest Income	\$ -	\$ -	\$ -	\$ -	\$ 142
<b>Total Revenue</b>	\$ -	\$ -	\$ -	\$ -	\$ 31,430
<b>Expenditures</b>	\$ -	\$ -	\$ -	\$ -	\$ 31,288
<b>Total Available</b>	\$ -	\$ -	\$ -	\$ -	\$ 142.00

**Five-Year Revenue Test Using First In First Out Method**

Revenue Collected FY 2018-19	-
Revenue Collected FY 2019-20	-
Revenue Collected FY 2020-21	-
Revenue Collected FY 2021-22	-
Revenue Collected FY 2022-23	31,430 **
<b>Total Revenue for Last Five Years</b>	<b>\$ 31,430</b>

**Unexpended Fee** (Five Year Test): Five year test met in accordance with Government Code Section 66001.

**Adopted Budget - \$0 for FY 23/24**

Fire Cap Fac Impact Fee Projects	Project to Date Funding	% Complete	% Funded with Fee
Vineyard Spring New Fire Station	260,675	2%	10%
		0%	
<b>Total</b>	<b>\$ 260,675</b>		

\*\* The Fire Capital Facilities Impact Fee went into effect on September 12, 2022 by City Council approval on July 14, 2022 of Ordinance No. 2022-006, an Ordinance of the City Council of the City of Citrus Heights adding Article XXIX to Chapter 18 of the Citrus Heights Municipal Code for the Fire Capital Facilities Impact Fee. Unaudited revenue and expenditures from 9/12/22 thru 6/30/23.

^ Per Sacramento Metropolitan Fire District staff - The Vineyard Spring New Fire Station project has an initial estimated cost of \$11 million of which \$260,675 was spent through June 30, 2023 so about 2% complete.

City of Citrus Heights  
AB 1600 Fee Report  
Fiscal Year Ended June 30, 2023

**Roadway Impact Fee (Fund 262) \***

\* Effective August 22, 2022, the Multimodal Impact Fee (Fund 268) replaced the Roadway Impact Fee (Fund 262). All funds collected prior to August 22, 2022 will remain in Fund 262 and should be expended before the use of any dollars in Fund 268. The unaudited FY 2022-23 revenue was collected prior to August 22, 2022.

The purpose of this fund is to fund the design and construction of streets infrastructure improvements required to mitigate the impact of new development.

Account Description	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Unaudited FY 2022-23
Beginning Fund Balance	\$ 455,766	\$ 471,137	\$ 717,072	\$ 818,254	\$ 617,917
Deferred Inflows	\$ (32,209)				
<b>Revenue</b>					
Developer Fees	96,631	327,953	228,381	193,171	139,208
Interest Income	11,930	12,842	311	(6,859)	(6,226)
<b>Total Revenue</b>	108,561	340,795	228,692	186,312	132,982
<b>Expenditures</b>	60,981	94,860	127,510	386,649	17,093
<b>Total Available</b>	\$ 471,137	\$ 717,072	\$ 818,254	\$ 617,917	\$ 733,806 *

**Five-Year Revenue Test Using First In First Out Method**

Revenue Collected FY 2018-19	108,561
Revenue Collection FY 2019-20	340,795
Revenue Collection FY 2020-21	228,692
Revenue Collection FY 2021-22	186,312
Revenue Collection FY 2022-23	132,982
<b>Total Revenue for Last Five Year</b>	<b>\$ 997,342 *</b>

**Unexpended Fee (Five Year Test):** Five year test met in accordance with Government Code Section 66001.

**CIP Adopted Budget - \$0 for FY 22/23; \$0 for FY 23/4**

\* Effective August 22, 2022, the Multimodal Impact Fee (Fund 268) replaced the Roadway Impact Fee (Fund 262). All fund collected prior to August 22, 2022 will remain in Fund 262 and should be expended before the use of any dollars in Fund 268. The unaudited FY 2022-23 revenue was collected prior to August 22, 2022.



City of Citrus Heights  
AB 1600 Fee Report  
Fiscal Year Ended June 30, 2023

**Transit Impact Fee (Fund 266) \***

\* Effective August 22, 2022, the Multimodal Impact Fee (Fund 268) replaced the Transit Impact Fee (Fund 266). All fund collected prior to August 22, 2022 will remain in Fund 266 and should be expended before the use of any dollars in Fund 268. The unaudited FY 2022-23 revenue was collected prior to August 22, 2022.

The purpose of this fund was to maintain existing transit standards and mitigate the impacts caused by new and anticipated development

Account Description	FY 2018-19	FY 2019-20	FY 20-21	FY 2021-22	Unaudited FY 2022-23 *
Beginning Fund Balance	\$ 79,153	\$ 95,564	\$ 136,796	\$ 186,690	\$ 183,988
Deferred Inflows	\$ (6,908)				
<b>Revenue</b>					
Developer Fees	21,334	\$ 46,740	\$ 54,005	\$ 54,177	\$ 37,674
Interest Income	1,986	\$ 1,480	\$ 298	\$ (1,985)	\$ (2,718)
<b>Total Revenue</b>	23,320	\$ 48,220	\$ 54,303	\$ 52,193	\$ 34,956 *
<b>Expenditures</b>	-	\$ 6,984	\$ 4,409	\$ 54,894	\$ 44,765
<b>Total Available</b>	\$ 95,564	\$ 136,796	\$ 186,690	\$ 183,988	\$ 174,179

**Five-Year Revenue Test Using First In First Out Method**

Revenue Collected FY 2018-19	23,320
Revenue Collected FY 2019-20	48,220
Revenue Collected FY 2020-21	54,303
Revenue Collected FY 2021-22	52,193
Revenue Collected FY 2022-23	34,956 *
<b>Total Revenue for Last Five Years</b>	<b>\$ 212,991</b>

**Unexpended Fee** (Five Year Test): Five year test met in accordance with Government Code Section 66001.

**CIP Adopted Budget - \$0 for FY 22/23; \$0 for FY 23/24**

\* Effective August 22, 2022, the Multimodal Impact Fee (Fund 268) replaced the Transit Impact Fee (Fund 266). All fund collected prior to August 22, 2022 will remain in Fund 266 and should be expended before use any dollars in Fund 268. The unaudited FY 2022-23 revenue was collected prior to August 22, 2022.



# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT MEMORANDUM

**DATE:** December 14, 2023

**TO:** Mayor and City Council Members  
Ashley J. Feeney, City Manager

**FROM:** Casey Kempenaar, Community Development Director  
Alison Bermudez, Senior Planner

**SUBJECT:** Submission of Application for Tree City USA Designation

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### **Summary and Recommendation**

Staff is requesting authorization to submit an application to the National Arbor Day Foundation for consideration of the City of Citrus Heights to be designated as a Tree City USA community for the sixth consecutive year.

Staff recommends the City Council adopt Resolution No. 2023-\_\_\_\_, a Resolution of the City Council of the City of Citrus Heights, California, authorizing the submission of an application to the National Arbor Day Foundation for consideration of Citrus Heights being designated a Tree City USA community.

### **Fiscal Impact**

Selection as a Tree City USA community is based, in part, on the annual expenditure for tree-related programs and services within a community (e.g. tree care and management, plantings, labor costs). Tree-related expenditures will exceed \$794,000 in 2023. This represents expenditures from both the City and Sunrise Recreation and Park District (SRPD) for community forestry expenditures such as tree maintenance, tree planting, and staffing costs. The City's tree-related expenditures were in excess of \$579,000, while the SRPD expenditures are more than \$215,000. If the Tree City USA designation is awarded, no additional funding will be required beyond the installation of the foundation's provided "Tree City USA" signage and the planting/planning of an annual Arbor Day event.

### **Background and Analysis**

The City of Citrus Heights maintains approximately 22,000 trees along public streets and roadways and Sunrise Recreation and Park District maintains more than 5,500 trees within its parks. The City's tree composition includes over 175 unique species with Valley Oak being the

most prevalent species. Both the City and the park district work hard to protect the community's urban forest, and staff would like to ensure these efforts continue and are recognized.

If awarded, this will be the sixth consecutive year the City has been recognized as a Tree City USA. The City first received the recognition in 2018 and annual recertification is required.

To qualify for Tree City USA designation, the City must meet four standards established by The Arbor Day Foundation and the National Association of State Foresters. These standards were established to ensure that every qualifying community would have a viable tree management plan and ongoing program. Below is a list of the four required standards and a recap of how the City has met the standard:

- 1) **Observance of an annual Arbor Day** – A tree planting event and an Arbor Day Recognition was held at a community event on October 14, 2023.
- 2) **Expenditures of at least \$2.00 per capita on tree-related programs** – Both the City's budget and Sunrise Recreation and Park District's budget were reviewed and a total which exceeds \$794,000 in tree related expenditures are budgeted. This exceeds the minimum standard of \$2 per capita by more than \$7 with a per capita expenditure of \$9.08.
- 3) **A Street Tree Ordinance** – The City manages its public tree canopy through a Street Tree Ordinance which was adopted in 2018.
- 4) **A Tree Department** – The City's General Services Department serves this role.

A designation of the City of Citrus Heights to be a Tree City USA community will:

- Encourage better care of our urban forest;
- Touch the lives of people within the community who benefit daily from cleaner air, shadier streets, and aesthetic beauty that healthy, well-managed urban forests provide;
- Increase public awareness of the many social, economic and environmental benefits an urban forest provides;
- Provide education to improve current urban forestry practices;
- Help present the kind of image that most citizens want to have for the place they live or conduct business;
- Inform visitors, through signage, that here is a community that cares about its environment;
- Provide a way to reach large numbers of people with information about tree care; and
- Contribute to our community pride.

### **Attachments**

1. Resolution 2023-\_\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California Authorizing the Submission of an Application to the National Arbor Day Foundation for the Consideration of Citrus Heights Being Designated a Tree City USA Community

**RESOLUTION NO. 2023- \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE NATIONAL ARBOR DAY FOUNDATION FOR CONSIDERATION OF CITRUS HEIGHTS BEING DESIGNATED A TREE CITY USA COMMUNITY**

**WHEREAS**, trees play an important role in the quality of life of a community in providing needed shade and cooling, aesthetic beauty, and increased property values;

**WHEREAS**, the planting of trees today allows us to pass along a legacy of community and environmental awareness to future generations;

**WHEREAS**, the City of Citrus Heights has an overall tree canopy cover of twenty-five percent which is estimated to provide nearly two million dollars in annual benefits;

**WHEREAS**, the City of Citrus Heights has made significant policy statements regarding the important role trees play in the development and redevelopment of public and private property within the City as demonstrated by the Street Tree ordinance and a Tree Preservation ordinance which requires new parking surfaces to provide 50% shading within 15 years of the tree being planted;

**WHEREAS**, the City of Citrus Heights recognizes that trees are a renewable resource giving us paper, wood for our homes and play an important role in reducing greenhouse gases; and

**WHEREAS**, Tree City USA communities must submit an application for certification, and must on an annual basis submit an application for recertification to maintain their designation.

**NOW THEREFORE BE IT RESOLVED AND ORDERED** that the City of Citrus Heights does hereby authorize City staff to submit an application for certification to the National Arbor Day Foundation for their consideration of Citrus Heights to be designated as a Tree City USA community for the year 2023.

The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights, California, this 14<sup>th</sup> day of December 2023 by the following vote, to wit:

**AYES:**           **Council Members:**  
**NOES:**          **Council Members:**  
**ABSTAIN:**      **Council Members:**  
**ABSENT:**       **Council Members:**

\_\_\_\_\_  
**Tim Schaefer, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Amy Van, City Clerk**



# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT MEMORANDUM

**DATE:** December 14, 2023

**TO:** Mayor and City Council Members

**FROM:** Ashley J. Feeney, City Manager  
Ryan Jones, City Attorney

**SUBJECT:** **Transfer of Properties from Robert Coronado to the City of Citrus Heights: APN 243-0031-006-000 (6448 Sylvan Road) and APN 243-0031-872-2657 (7500 Coronado Lane)**

### **Summary and Recommendation**

The City was approached several months ago by Mr. Robert Coronado, the owner of two adjacent properties located in the City of Citrus Heights at 6448 Sylvan Road and 7500 Coronado Lane (hereinafter referenced as “Properties”), regarding the prospect of transferring said Properties to the City. The Properties are approximately 2.2 acres in area – they front Sylvan Road to the west, and abut Heights Church to the north. The Properties consists of vacant land that is currently unoccupied. San Juan Creek crosses through the center of the Properties in an east-west orientation, and a grove of trees is present in the northern portion of the Properties. The Properties were previously used for residential land use and uses associated with the neighboring church.

Mr. Coronado has generously offered to gift the Properties to the City without any compensation. Mr. Coronado was raised in the local community with this particular property being part of his grandparent’s original homestead and has expressed a commitment to preserve open space and believes gifting them to the City is the best path to see they are used for a public and community benefit. To that effect, the land transfer documents would include a provision that the Properties are to be used as a “park, open space, community garden, or the like.” If the City accepts the land transfer, it would be subject to that restriction.

Accordingly, before the City Council is a Resolution which grants the City Manager authority to execute the necessary documents, in collaboration with the City Attorney, to facilitate the land transfer from Mr. Coronado. The transfer would principally consist of the City and Mr. Coronado entering into a Land Transfer Agreement and Dedication of Land.

The City has done its due diligence with regard to the Properties, including conducting a Phase I environmental site assessment. No significant environmental concerns were reported from the Phase I. Moreover, the City had a title search performed and received a title report. The report

reflected customary encumbrances such as utility easements, and showed no concerns related to title.

### **Recommendation**

Staff is appreciative of Mr. Coronado's kind gesture and recommends the following:

Motion:        Move to adopt Resolution No. 2023-\_\_\_\_ a Resolution of the City Council of the City of Citrus Heights authorizing the City Manager to execute the necessary documents to facilitate a land transfer of 6448 Sylvan Road and 7500 Coronado Lane, Citrus Heights from Robert Coronado to the City of Citrus Heights

### **Fiscal Impact**

There is no fiscal impact associated with this action.

### **Attachment**

Resolution of the City Council of the City of Citrus Heights authorizing the City Manager to execute the necessary documents to consummate the land transfer of the Properties from Robert Coronado to the City of Citrus Heights

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,  
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE  
NECESSARY DOCUMENTS TO FACILITATE A LAND TRANSFER OF 6448 SYLVAN  
ROAD AND 7500 CORONADO LANE, CITRUS HEIGHTS FROM ROBERT  
CORONADO TO THE CITY OF CITRUS HEIGHTS**

**WHEREAS**, the City was approached by Mr. Robert Coronado, the owner of two adjacent properties located in the City of Citrus Heights at 6448 Sylvan Road and 7500 Coronado Lane (hereinafter referenced as “Properties”), regarding the prospect of transferring said Properties to the City;

**WHEREAS**, the Properties are approximately 2.2 acres in area - they front Sylvan Road to the west, and abut Heights Church to the north;

**WHEREAS**, Mr. Coronado has generously offered to gift the Properties to the City without any compensation. Mr. Coronado was raised in the local community and expressed a commitment to preserve open space and believes gifting them to the City is the best path to see they are used for a public and community benefit. The land transfer documents will include a provision that the Properties are to be restricted as a “park, open space, community garden, or the like.”;

**WHEREAS**, the Council grants the City Manager authority to execute the necessary documents, in collaboration with the City Attorney, to facilitate the land transfer from Mr. Coronado to the City. The transfer will principally consist of the City and Mr. Coronado entering into a Land Transfer Agreement and Dedication of Land; and

**WHEREAS**, the Council finds that the land transfer is consistent with the City’s General Plan, as required under Government Code Section 65402.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF  
THE CITY OF CITRUS HEIGHTS HEREBY:**

Authorizes the City Manager, in collaboration with the City Attorney, to execute the necessary documents to consummate the land transfer of 6448 Sylvan Road and 7500 Coronado Lane, Citrus Heights, from Mr. Robert Coronado to the City of Citrus Heights.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights the 14<sup>th</sup> day of December 2023, by the following roll call vote:

<b>Ayes:</b>	<b>Council Members:</b>
<b>Noes:</b>	<b>Council Members:</b>
<b>Abstain:</b>	<b>Council Members:</b>
<b>Absent:</b>	<b>Council Members:</b>

---

**Tim Schaefer, Mayor**

**ATTEST:**

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**Amy Van, City Clerk**





# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT MEMORANDUM

**DATE:** December 14, 2023

**TO:** Mayor and City Council Members  
Ashley J. Feeney, City Manager

**FROM:** Regina Cave, General Services Director  
Leslie Blomquist, City Engineer

**SUBJECT:** **San Juan Avenue Complete Streets Project – Phase 1A**  
**Federal Project No. STPL 5475 (046)**

### Summary and Recommendation

The San Juan Avenue Complete Streets – Phase 1A Project (Project), located between Madison Avenue and Chesline Drive, is the first phase of a larger project to transform a regional, mid-century corridor from a high speed, high volume cut-through arterial to a Complete Street roadway focusing on implementation of non-motorized facilities. The Project's primary purpose and need is to improve safety for all users (vehicles, pedestrians, bicyclists and transit riders), by introducing roadway safety elements as well as active transportation facilities meeting current standards. The Project includes the following key components:

- Buffered bicycle lanes
- New sidewalk on the east side of the roadway
- Traffic signals upgrades
- New street lighting on the east side of the street to increase nighttime safety
- Upgrades to the existing storm drain infrastructure
- Roadway resurfacing
- Enhanced transit stops including upgrades for ADA compliance

On November 29, 2023, staff opened bids for the Project and determined that All Phase Construction, Inc. (All Phase) submitted the lowest responsive and responsible bid.

Staff recommends the City Council adopt the following resolutions:

1. Resolution No. 2023-\_\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with All Phase Construction, Inc. for the San Juan Avenue Complete Streets – Phase 1A Project

**Subject: San Juan Complete Streets Project – Phase 1A**

**Date: December 14, 2023**

**Page 2 of 5**

2. Resolution No. 2023-\_\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Professional Services Agreement with Ghirardelli Associates, Inc. to Provide Construction Management, Inspection, and Materials Testing Services for the San Juan Avenue Complete Streets – Phase 1A Project

### **City Council Strategic Goal/Objective**

This staff report aligns with the Citrus Heights City Council Strategic Goal to “Maintain Public Infrastructure and Enhance Alternative Modes of Transportation.”

### **Fiscal Impact**

There is no fiscal impact to the Fiscal Year (FY) 2023/2024 or FY 2024/2025 Budget. The full funding for the project is summarized in the following tables, consistent with the current 5-Year CIP and approved 2-Year budget:

**Table No 1. – Estimated Project Costs**

<b>Project Component</b>	<b>Estimated Cost (\$)</b>
Recommended Contract Award	2,749,033.00
15% Contingency	412,355.00
Construction Contract Sub Total	3,161,388.00
Construction Management Contract	501,491.33
Grand Total	3,662,879.33

**Table No 2. – Project Funding**

<b>Source Fund</b>	<b>Fund No.</b>	<b>Amount (\$)</b>
2019 SACOG Grant (State of Good Repair Grant)	-	1,644,000.00
2023 SACOG Grant (Maintenance & Modernization Grant)	-	1,300,000.00
TDA Bike/Ped Funds	212	208,000.00
Stormwater Utility Fund	209	9,279.33
Measure A-Traffic Safety	310	150,000.00
SB1 RMRA	206	259,000.00
Utility Company Contributions (CAW/CHWD/SASD)	-	92,600.00
Totals		3,662,879.33

All Phase Construction Inc’s bid for the project is \$2,749,033. This bid is based upon estimated quantities, which may vary due to actual field conditions. Ultimately, the Contractor is paid for actual work completed based upon the unit price bid, which may require the approval of a change order. Change orders for amounts totaling less than 15% of the contract price shall require prior written approval of the City Manager. Change orders for amounts equal to or greater than 15% of the total contract price shall require prior written approval of the City Council.

**Subject: San Juan Complete Streets Project – Phase 1A**

**Date: December 14, 2023**

**Page 3 of 5**

### **Background and Analysis**

The San Juan Avenue Complete Streets – Phase 1A Project, located between Madison Avenue and Chesline Drive, is the first phase of a larger project to transform a regional, mid-century corridor from a high speed, high volume cut-through arterial to a Complete Street roadway focusing on implementation of non-motorized facilities. The Project's primary purpose and need is to improve safety for all users (vehicles, pedestrians, bicyclists and transit users), by introducing roadway safety elements as well as active transportation facilities meeting current standards. The Project includes the following key components:

- Buffered bicycle lanes
- New sidewalk on the east side of the roadway
- Traffic signals upgrades
- New street lighting on the east side of the street to increase nighttime safety
- Upgrades to the existing storm drain infrastructure
- Roadway resurfacing
- Enhanced transit stops including upgrades for ADA compliance

The Project is identified as a priority in the City's adopted Pedestrian Master Plan ([Link: Pedestrian Master Plan](#)). The Project is also important for the Sacramento Area Council of Government (SACOG), a major funding contributor, and other partnering agencies including Sacramento Regional Transit (SacRT) and numerous utility companies.

This Project's CEQA and NEPA environmental clearance was completed in April 2022. With the final engineering design complete, the Project is ready for construction.

### **History of Project Development**

Over the last two decades the Citrus Heights City Council has taken several actions leading to this Project located on the San Juan Avenue corridor. Below is an abbreviated list of major milestones leading to the project being shovel ready:

- August 2011, the City Council adopted its second General Plan, retaining Goal 38 and including a renewed focus on sustainability and complete streets, including policies to adopt a Bikeway Master Plan and Pedestrian Master Plan
- December 11, 2015, the City Council adopted an update to the Bikeway Master Plan ([Link: Bikeway Master Plan](#)) and General Plan Bikeway Map ([Link: Bikeway Master Plan Map](#)) and include proposed bike lanes on San Juan Avenue ([Link: December 11, 2015 Agenda Packet-See Item 12](#))
- August 11, 2016, the City Council adopted the Citrus Heights Pedestrian Master Plan ([Link: Pedestrian Master Plan](#)) which included work on San Juan Avenue ([Link: August 11, 2016 Agenda Packet-See Item 12](#))
- Acting on the priorities identified in the City planning documents, the City applied for funding in 2019 and was awarded a Regional State of Good Repair grant in the amount of \$2,000,000 for the engineering, right-of-way and a portion the Construction phases of the Project

**Subject: San Juan Complete Streets Project – Phase 1A**

**Date: December 14, 2023**

**Page 4 of 5**

- May 27, 2021, the City Council adopted a resolution authorizing a contract with Bennett Engineering Services to complete design and right of way engineering services ([Link: May 27, 2021 Agenda Packet-See Item 7](#))
- In 2023, the City applied for a Maintenance and Modernization grant, and was awarded an additional \$1,300,000 for the Construction phase of the Project.

Recently, the City released the construction documents and requested public bids. Bids were opened on November 29, 2023, and the low bid received was \$2,749,033.00. In addition to construction costs, other related “soft costs” (i.e., construction management) are necessary to deliver the project, resulting in a total project cost of \$3,662,879.33.

### Construction Contract

The Project bid documents were advertised on October 9, 2023, and construction bids were opened on November 29, 2023.

In preparation for this Project, and in order to reach a larger pool of contractors, the General Services Department utilized an online public bidding system. The online platform sends notices to plan rooms and contractor’s exchanges in the greater Central Valley, Northern California, and the Bay Area. The plans for the San Juan Avenue Complete Streets – Phase 1A Project were sent to 17 plan rooms. Sixteen contractors downloaded directly from the online platform.

A total of nine bids were received and after a thorough analysis, staff has determined that All Phase Construction, Inc’s base bid of \$2,749,033 was the lowest responsive and responsible bid. The complete bid results are shown in the following table:

<b>Bidder</b>	<b>Base Bid</b>
All Phase Construction, Inc.	\$2,749,033.00
Ghilotti Bros, Inc.	\$2,851,809.50
B&M Builders	\$2,998,004.00
Central Valley Engineering & Asphalt, Inc.	\$3,072,269.00
Martin Brothers Construction	\$3,253,960.50
Bay Cities Paving & Grading	\$3,388,170.00
Martin General Engineering	\$3,507,743.00
McGuire & Hester	\$3,533,432.50
Ghilotti Construction Company	\$3,911,843.50

The engineer’s estimate for the base bid of this project is \$3,325,000.

### Construction Management Contract

A professional services agreement is needed to provide Construction Management, Inspection and Materials Testing services necessary during the construction of the Project. On March 2, 2023, staff issued a Request for Proposals (RFP) seeking qualified firms to provide this service. A total of three proposals were received on April 12, 2023.

**Subject: San Juan Complete Streets Project – Phase 1A**

**Date: December 14, 2023**

**Page 5 of 5**

The City's selection team utilized a process consistent with Caltrans Local Assistance Procedures Manual (LAPM) Chapter 10, which governs consultant selection. A two-part screening process was utilized to evaluate the proposals. All three proposals were first reviewed independently and ranked by each team member using the same written criteria that was set forth in the RFP. All three firms were subsequently invited to in-person interviews, which were held on May 4, 2023.

Through this evaluation process, Ghirardelli Associates, Inc. was determined to be the most qualified consultant to provide the desired services for the Project. Staff opened the budget proposal and completed negotiations to agree upon the final scope of work and budget, which is incorporated into the agreement recommended for approval.

### **Attachments**

1. Resolution No. 2023-\_\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with All Phase Construction, Inc. for the San Juan Avenue Complete Streets – Phase 1A Project
2. Resolution No. 2023-\_\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Professional Services Agreement with Ghirardelli Associates, Inc. to Provide Construction Management, Inspection, and Materials Testing Services for the San Juan Avenue Complete Streets Project – Phase 1A
3. Draft Consulting Services Agreement between the City of Citrus Heights and Ghirardelli Associates, Inc. for Construction Management, Inspection, and Materials Testing Services for the San Juan Avenue Complete Streets – Phase 1A Project
4. Project Area Map and Example Cross Section

**RESOLUTION NO. 2023-\_\_****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ALL PHASE CONSTRUCTION, INC. FOR CONSTRUCTION OF THE SAN JUAN AVENUE COMPLETE STREETS PROJECT – PHASE 1A**

**WHEREAS**, the City Council of the City of Citrus Heights, California, desires to proceed with construction of the San Juan Avenue Complete Streets Project – Phase 1A (Project);

**WHEREAS**, the Project design is complete and will install complete streets improvements on San Juan Avenue between Madison Avenue and Chesline Drive;

**WHEREAS**, bids for the project were received, opened and read aloud on November 29, 2023, and All Phase Construction, Inc. was determined to be the lowest responsive, responsible bidder for the Project; and

**WHEREAS**, SACOG grants of various fund types, Measure A Traffic Safety Funds (Fund 310), TDA Bike/Ped Funds (Fund 212), Stormwater Utility Funds (Fund 209), SB1 RMRA Funds (Fund 206) and utility company contributions have been budgeted for the Project.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the City Council of the City of Citrus Heights as follows,

1. The City Council awards the San Juan Avenue Complete Streets Project – Phase 1A Project to All Phase Construction, Inc., who is the lowest responsive and responsible bidder in the November 29, 2023 bid opening.
2. The City Manager is hereby authorized to execute an agreement with All Phase Construction, Inc., in the amount of \$2,749,033.00 for the San Juan Avenue Complete Streets Project – Phase 1A Project and that a copy of the Agreement is available and on file in the City Clerk's office and is incorporated herein by reference and made a part of this Resolution.

The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights, California, this 14th day of December, 2023 by the following vote, to wit:

**AYES:**           **Council Members:**  
**NOES:**          **Council Members:**  
**ABSTAIN:**    **Council Members:**  
**ABSENT:**      **Council Members:**

---

**Tim Schaefer, Mayor**

**ATTEST:**

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**Amy Van, City Clerk**

**RESOLUTION NO. 2023-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,  
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT  
WITH GHIRARDELLI ASSOCIATES, INC TO PROVIDE CONSTRUCTION  
MANAGEMENT, INSPECTION, AND MATERIALS TESTING SERVICES FOR THE  
SAN JUAN AVENUE COMPLETE STREETS PROJECT – PHASE 1A**

**WHEREAS**, the City Council of the City of Citrus Heights, California, desires to proceed with construction of the San Juan Avenue Complete Streets Project – Phase 1A (Project);

**WHEREAS**, the Project design is complete and will install complete streets improvements on San Juan Avenue between Madison Avenue and Chesline Drive;

**WHEREAS**, design of the San Juan Avenue Complete Streets – Phase 1A Project is complete and Caltrans issued an Authorization to Construct in August 2023;

**WHEREAS**, the City circulated a request for proposals for construction management, inspection, and materials testing services, and in accordance with Caltrans procedures for consultant selection Ghirardelli Associates, Inc. was found to be the most qualified to provide the required services;

**WHEREAS**, the City now desires to enter into a Professional Services Contract with Ghirardelli Associates in an amount not to exceed \$501,491.33; and

**WHEREAS**, the proposed professional services will be paid for with SACOG grants of various fund types, Measure A Traffic Safety Funds (Fund 310), TDA Bike/Ped Funds (Fund 212), and SB1 RMRA Funds (Fund 206).

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the City Council of the City of Citrus Heights, that the City Manager is hereby authorized to execute a contract with Ghirardelli Associates, Inc. to provide construction management, inspection, and materials testing services for the Project, in a form approved by the City Attorney.

The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights, California, this 14th day of December, 2023 by the following vote, to wit:

**AYES:**           **Council Members:**  
**NOES:**          **Council Members:**  
**ABSTAIN:**   **Council Members:**  
**ABSENT:**     **Council Members:**

---

**Tim Schaefer, Mayor**

**ATTEST:**



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**Amy Van, City Clerk**

**EXHIBIT 10-R**

Consulting Services Agreement between the  
City of Citrus Heights and Ghirardelli Associates, Inc.

**Construction Management and Inspection Services for  
San Juan Avenue Complete Streets – Phase 1A Project**

**TABLE OF CONTENTS**

	<u>Page</u>
ARTICLE I INTRODUCTION .....	3
ARTICLE II CONSULTANT’S REPORTS OR MEETINGS.....	4
ARTICLE III STATEMENT OF WORK .....	4
ARTICLE IV PERFORMANCE PERIOD .....	4
ARTICLE V ALLOWABLE COSTS AND PAYMENTS.....	5
ARTICLE VI TERMINATION.....	6
ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS .....	6
ARTICLE VIII RETENTION OF RECORD/AUDITS.....	7
ARTICLE IX AUDIT REVIEW PROCEDURES.....	7
ARTICLE X SUBCONTRACTING .....	8
ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES.....	10
ARTICLE XII STATE PREVAILING WAGE RATES .....	10
ARTICLE XIII CONFLICT OF INTEREST .....	14
ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.....	14
ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING .....	14
ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE .....	15
ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION .....	16
ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION .....	16
ARTICLE XIX INSURANCE .....	23
ARTICLE XX FUNDING REQUIREMENTS .....	25
ARTICLE XXI CHANGE IN TERMS.....	26
ARTICLE XXII CONTINGENT FEE.....	26
ARTICLE XXIII DISPUTES .....	26
ARTICLE XXIV INSPECTION OF WORK.....	26
ARTICLE XXV SAFETY.....	26
ARTICLE XXVI OWNERSHIP OF DATA .....	27
ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY’S CONSTRUCTION CONTRACTOR .....	27

ARTICLE XXVIII CONFIDENTIALITY OF DATA.....	28
ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION .....	28
ARTICLE XXX EVALUATION OF CONSULTANT .....	28
ARTICLE XXXI RETENTION OF FUNDS .....	28
ARTICLE XXXII NOTIFICATION .....	31
ARTICLE XXXIII CONTRACT .....	32
ARTICLE XXXIV SIGNATURES .....	32

**ARTICLE I INTRODUCTION**

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

Ghirardelli Associates, Inc.  
Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be Leslie Blomquist, City Engineer

The name of the "LOCAL AGENCY" is as follows:

City of Citrus Heights

The Contract Administrator for LOCAL AGENCY will be Regina Cave, General Services Director

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated April 12, 2023. The approved CONSULTANT's Cost Proposal is attached hereto as Attachment No. 1 and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this

**AGREEMENT.**

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the Local AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

**ARTICLE II CONSULTANT'S REPORTS OR MEETINGS**

- A. CONSULTANT shall submit progress reports at least once a month to the attention of the Project Manager. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

**ARTICLE III STATEMENT OF WORK**

- A. CONSULTANT Services  
Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to CITY the services described in the Scope of Work attached as Attachment No. 2, and incorporated herein, at the time and place and in the manner specified therein.

CONSULTANT shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure CONSULTANT performs services in accordance with the Standard of Performance, CONSULTANT shall, immediately upon receiving CITY's request, reassign such persons.

**ARTICLE IV PERFORMANCE PERIOD**

- A. This AGREEMENT shall go into effect on December 14, 2023, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on June 30, 2025, unless extended by AGREEMENT amendment.

- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY, which may include a vote by the City Council.

## ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.
- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$39,858.66. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar

days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Agency: City of Citrus Heights  
Contract Admin: Regina Cave  
6360 Fountain Square Drive, Citrus Heights CA 95621

- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$501,491.33.
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

## ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT, based on the work performed up to the point of termination. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

## ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards shall apply.

## ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

## ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to



the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
  3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
  4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

## ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between

the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

- G. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be withheld by LOCAL AGENCY from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by the CONSULTANT from progress due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Business and Professions Code §7108.5. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

**ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES**

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
  - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
  - 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

**ARTICLE XII STATE PREVAILING WAGE RATES**

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>).

These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
  - a. The information contained in the payroll record is true and correct.
  - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representative's at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
  - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
  - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
  - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five

(5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
  - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

- b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
  - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
  - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
  6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

#### G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

#### H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

**ARTICLE XIII CONFLICT OF INTEREST**

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

**ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING**

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

#### **ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination



under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

## ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
  3. Does not have a proposed debarment pending; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

## ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or

demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 12% Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-02: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

#### E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form.

##### Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or

documenting their reasoning as to why the use of other forces or sources of materials should not occur.

2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
  - One or more above listed justifiable reasons along with supporting documentation.
  - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
  - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

#### Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
  - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
  - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
    - Description of scope of work and cost proposal
    - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
    - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
  - Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
  - Solicitations of DBEs for performance of work identified
  - Correspondence with interested DBEs that may have included contract details and requirements

- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

#### F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1st-tier subconsultant
  - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

## G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the

evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall

notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.

- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

## ARTICLE XIX INSURANCE

- A. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

- a. **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.
- b. **Commercial General and Automobile Liability Insurance.**
- i. **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.
- ii. **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.
- iii. **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:



1. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
2. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
3. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.
4. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
5. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

c. **Professional Liability Insurance.**

- i. **General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 per occurrence or claim covering the Consultant's errors and omissions.
- ii. **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:
  1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
  2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
  3. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
  4. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

d. **All Policies Requirements.**

- i. **Submittal Requirements.** Consultant shall submit the following to City prior to beginning services:
  1. Certificate of Liability Insurance in the amounts specified in this Agreement; and

2. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.
- ii. **Acceptability of Insurers.** All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.
- iii. **Deductibles and Self-Insured Retentions.** Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than \$100,000.
- iv. **Wasting Policies.** No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- v. **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.
- vi. **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.
- vii. **Excess Insurance.** If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.
- e. **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

## ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

#### **ARTICLE XXI CHANGE IN TERMS**

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

#### **ARTICLE XXII CONTINGENT FEE**

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### **ARTICLE XXIII DISPUTES**

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

#### **ARTICLE XXIV INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

## **ARTICLE XXV SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

## **ARTICLE XXVI OWNERSHIP OF DATA**

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

## **ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR**

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's

personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

#### **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

#### **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

#### **ARTICLE XXX EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

#### **ARTICLE XXXI PROMPT PAYMENT**

- A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

## B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

## ARTICLE XXXII TITLE VI ASSURANCES

### APPENDICES A - E of the TITLE VI ASSURANCES

The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

### APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in

interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. **Compliance with Regulations:** CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. **Nondiscrimination:** CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. **Information and Reports:** CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. **Incorporation of Provisions:** CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in

interest (hereinafter referred to as the “CONSULTANT”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**ARTICLE XXXIII NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:



## CONSULTANT:

Ghirardelli Associates, IncSheri Berexa, Project Manager110 Blue Ravine Road, Suite 150Folsom, CA, 95630

## LOCAL AGENCY:

CITY OF CITRUS HEIGHTSRegina Cave, Contract Administrator6360 FOUNTAIN SQUARE DRIVECITRUS HEIGHTS, CA 95621**ARTICLE XXXIV CONTRACT**

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

**ARTICLE XXXV SIGNATURES**

CITY OF CITRUS HEIGHTS

Ghirardelli Associates, Inc.

Ashley Feeney, City ManagerRandall Bruner, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachments

1. Cost Proposal
2. Scope of Work
3. Exhibit 10-O2: Consultant Contract DBE Commitment

**SAMPLE COST PROPOSAL 1** (Page 1 of 3)ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

**Note: Mark-ups are Not Allowed**☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantConsultant Ghirardelli AssociatesProject No. San Juan Ave Complete Streets-Phase 1A STPL-5475 (046)

Contract No. \_\_\_\_\_

Date 11/28/2023**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Sheri Berexa, PE*	48.0	\$ 95.00	\$ 4,560.00
Resident Engineer	Scott Olson, PE*	580.0	\$ 94.76	\$ 54,960.80
Assistant Resident Engineer	Tristan Thorsteinsson	760.0	\$ 42.23	\$ 32,094.80
Construction Inspector	Matt Middleton**	800.0	\$ 75.73	\$ 60,584.00
Construction Inspector	Matt Middleton (OT)**	80.0	\$ 111.39	\$ 8,911.20
As-Need Construction Inspector	Keith Hixson**	160.0	\$ 81.63	\$ 13,060.80
Electrical Inspector	Pat Myers**	100.0	\$ 79.56	\$ 7,956.00
Drone Pilot	Jen Karthik	24.0	\$ 74.85	\$ 1,796.40
				\$ -
				\$ -
				\$ -

Total: 2,552.0 \$ 183,924.00

**LABOR COSTS**

a) Subtotal Direct Labor Costs

\$ 183,924.00

b) Anticipated Salary Increases (see page 2 for calculations)

\$ 2,758.86

**c) TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 186,682.86**INDIRECT COSTS**

d) Fringe Benefits

Rate: 49.25%

e) Total fringe benefits [(c) x (d)] \$ 91,941.31

Overhead

Rate: 64.26%

g) Overhead [(c) x (f)] \$ 119,962.41

h) General and Administrative

Rate: \_\_\_\_\_

i) Gen &amp; Admin [(c) x (h)] \$ -

**j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 211,903.71**FIXED FEE****k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00%** \$ 39,858.66**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
				\$ -
				\$ -
				\$ -

**l) TOTAL OTHER DIRECT COSTS** \$ -**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**Subconsultant 1: Sierra Geotech

\$ 63,046.10

Subconsultant 2: \_\_\_\_\_

\$ -

Subconsultant 3: \_\_\_\_\_

\$ -

Subconsultant 4: \_\_\_\_\_

\$ -

**m) SUBCONSULTANTS' COSTS** \$ 63,046.10**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ 63,046.10**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 501,491.33**NOTES:**

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accept by Caltrans.
- Anticipated salary increases calculations (page 2) must accompany.

**SAMPLE COST PROPOSAL 1** (Page 2 of 3)**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM** (FIRM FIXED PRICE) CONTRACTS  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$183,924.00	/	2,552.0	=	\$72.07	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$72.07	+	3.0%	=	\$74.23	Year 2 Avg Hourly Rate
Year 2	\$74.23	+	3.0%	=	\$76.46	Year 3 Avg Hourly Rate
Year 3	\$76.46	+	3.0%	=	\$78.75	Year 4 Avg Hourly Rate
Year 4	\$78.75	+	3.0%	=	\$81.12	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50%	*	2,552.0	=	1,276.0	Estimated Hours Year 1
Year 2	50%	*	2,552.0	=	1,276.0	Estimated Hours Year 2
Year 3	0%	*	2,552.0	=	0.0	Estimated Hours Year 3
Year 4	0%	*	2,552.0	=	0.0	Estimated Hours Year 4
Year 5	0%	*	2,552.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	2,552.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1 \$	72.07	*	1,276.0	=	\$91,962.00	Estimated Hours Year 1
Year 2 \$	74.23	*	1,276.0	=	\$94,720.86	Estimated Hours Year 2
Year 3 \$	76.46	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4 \$	78.75	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5 \$	81.12	*	0.0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$186,682.86	
Direct Labor Subtotal before escalation				=	\$183,924.00	
<b>Estimated total of Direct Labor Salary Increase</b>				=	<b>\$2,758.86</b>	<b>Transfer to Page 1</b>

**NOTES:**

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

**SAMPLE COST PROPOSAL 1** (Page 3 of 3)**Certification of Direct Costs**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Suconsultant Certifying:**Name: Alain CharlesTitle\*: Corporate ControllerSignature: Alain Charles  
Digitally signed by Alain Charles  
Date: 2023.11.30 11:34:26 -08'00'Date of Certification (mm/dd/yyyy): 11/30/2023Email: [acharles@ghirardelliassoc.com](mailto:acharles@ghirardelliassoc.com)Phone Number: 408.435.5503

Address: \_\_\_\_\_

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under this proposed contract:

Construction Management services to include Resident Engineer, Assistant Resident Engineer, Construction Inspection, Source Inspection, Drone Pilot

**EXHIBIT 10-H1 COST PROPOSAL** (Page 1 of 4)**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

**Note: Mark-ups are Not Allowed**☐

Prime Consultant

☒

Subconsultant

☐

2nd Tier Subconsultant

Consultant Sierra Geotech DBE, Inc.

Project No. \_\_\_\_\_

Contract No. \_\_\_\_\_

Date 5/19/2023**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Engineer	Name to be Determined	16.00	\$ 45.00	\$ 720.00
Principal Engineer	Name to be Determined	18.00	\$ 70.00	\$ 1,260.00
Operations Manager Laboratory	Name to be Determined	12.00	\$ 42.00	\$ 504.00
Geotechnical Technician	Name to be Determined	14.00	\$ 34.00	\$ 476.00
Geotechnical Project Manager	Name to be Determined	18.00	\$ 69.00	\$ 1,242.00
Field Soils/Materials Tester	Name to be Determined	160.00	\$ 65.21	\$ 10,433.60
Field Services Manager	Name to be Determined	16.00	\$ 38.00	\$ 608.00
Environmental Project Manager	Name to be Determined	0.00	\$ 65.00	\$ -
Clerical	Name to be Determined	20.00	\$ 30.00	\$ 600.00
				\$ -
		Total:	274.0	\$ 15,843.60

**LABOR COSTS**

a) Subtotal Direct Labor Costs

\$ 15,843.60

b) Anticipated Salary Increases (see page 2 for calculations)

\$ -

**c) TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 15,843.60**INDIRECT COSTS**

d) Fringe Benefits

Rate: \_\_\_\_\_

e) Total fringe benefits [(c) x (d)] \$ -

Overhead

Rate: 182.34%

g) Overhead [(c) x (f)] \$ 28,889.22

h) General and Administrative

Rate: \_\_\_\_\_

i) Gen &amp; Admin [(c) x (h)] \$ -

**j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 28,889.22**FIXED FEE****k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00%** \$ 4,473.28**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Transportation (14 Call Outs, 20 miles/Call-Out)	280	Miles	\$ 0.625	\$ 175.00
Printing and Reproduction/Delivery	1	Unit	\$ 150.00	\$ 150.00
Lab Testing	1	LS	\$ 13,515.00	\$ 13,515.00

**l) TOTAL OTHER DIRECT COSTS** \$ 13,840.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: \_\_\_\_\_

Subconsultant 2: \_\_\_\_\_

Subconsultant 3: \_\_\_\_\_

Subconsultant 4: \_\_\_\_\_

**m) SUBCONSULTANTS' COSTS** \$ -**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ 13,840.00**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 63,046.10**NOTES:**

- Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accept by Caltrans.
- Anticipated salary increases calculations (page 2) must accompany.

**EXHIBIT 10-H1 COST PROPOSAL** (Page 3 of 3)**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**1. Calculate Average Hourly Rate for Sierra Geotech DBE, Inc.**

#77126/36105028

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$15,843.60	/	274.0	=	\$57.82	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$57.82	+	3.0%	=	\$59.56	Year 2 Avg Hourly Rate
Year 2	\$59.56	+	3.0%	=	\$61.34	Year 3 Avg Hourly Rate
Year 3	\$61.34	+	3.0%	=	\$63.19	Year 4 Avg Hourly Rate
Year 4	\$63.19	+	3.0%	=	\$65.08	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100%	*	274.0	=	274.0	Estimated Hours Year 1
Year 2	0%	*	274.0	=	0.0	Estimated Hours Year 2
Year 3	0%	*	274.0	=	0.0	Estimated Hours Year 3
Year 4	0%	*	274.0	=	0.0	Estimated Hours Year 4
Year 5	0%	*	274.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	274.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1 \$	57.82	*	274.0	=	\$15,843.60	Estimated Hours Year 1
Year 2 \$	59.56	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3 \$	61.34	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4 \$	63.19	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5 \$	65.08	*	0.0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$15,843.60	
Direct Labor Subtotal before escalation				=	\$15,843.60	
<b>Estimated total of Direct Labor Salary Increase</b>				=	<b>\$0.00</b>	<b>Transfer to Page 1</b>

**NOTES:**

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

**EXHIBIT 10-H1 COST PROPOSAL** (Page 4 of 4)**Certification of Direct Costs**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Sec Robert Lawrence
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Suconsultant Certifying:**Name: Shaun Vemuri, PETitle\*: Managing PrincipalSignature: Date of Certification (mm/dd/yyyy): 5/19/2023Email: shaun@sierrageotech.comPhone Number: 916-243-7078Address: 4470 Yankee Hill Rd, STE 110, Rocklin, CA 95677

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under this proposed contract:

Materials Testing & Inspections Based on QAP or Direction from RE		
Trade	# of Call-outs	Key Assumptions
Soil	3	3 Callouts
AB	3	3 Callouts
Concrete	0	0 Callouts (per Ghirardelli's request)
HMA	3	3 Callouts
CIR	2	2 Callouts
Masonry	3	2 Callouts (Grout Testing)
Total	14	



## ATTACHMENT 2



Access to all private properties and businesses must be maintained during construction.

## D. Work Plan

### D.1 Challenges and Unique Experiences, Abilities, or Services

#### Technology and Innovation

We will utilize MoasureONE devices on this project, a motion-based measuring tool. In addition to taking direct field measurements, the handheld device creates a model that can be manipulated and exported via the phone application. This will increase efficiency for the lead inspector, **Matt Middleton**, to measure and prepare quantity sheets for irregularly shaped flatwork, driveway, and HMA overlays.

We also added two drone flights by a licensed UAS Part 107 pilot to our scope, as required by the RFP. Not only will this footage be used for public relations, but also to take measurements for large quantities, overlay project plans, and create as-builts for closeout.

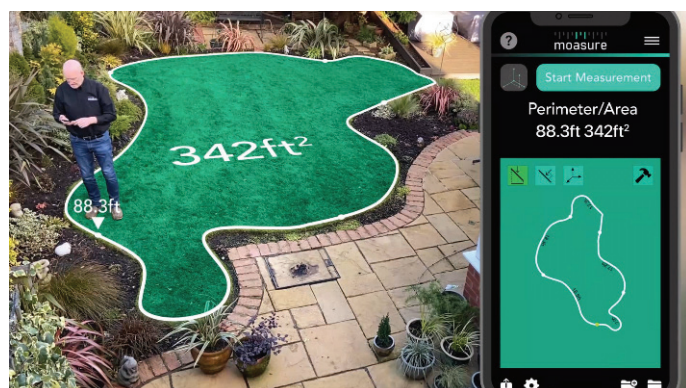
#### Local Assistance

Through our experience and continued training, our associates are experts in federally funded projects. This team has experience working with federal aid projects and has a thorough understanding of the Local Assistance Procedures Manual (LAPM). Scott will administer the contract per the LAPM and lead the oversight review that will be performed by District 3's oversight engineer, Osama Abu-Markhieh. Scott recently completed a project review with Osama on the Nevada County High Friction Surface Treatment project. Assistant Resident Engineer **Tristan Thorsteinsson** will upkeep the project files in accordance with Chapter 16 of the LAPM and deliver

complete and comprehensive project records in accordance with Chapter 17 at the completion of the project to ensure your funding reimbursement.

#### CMIS Software

Documentation and proper paper trails protect your project from potential claims, provide funding reimbursements, and create a smooth closeout. Ghirardelli will use construction management software CMIS to manage project information efficiently and effectively. The City will have unlimited access to this web-based, user-friendly technology that can be accessed in the field on a mobile phone or tablet or in the office. Through CMIS, we will utilize the daily reports, resident engineer reports, RFI and submittal processing, pay estimates, quantity calculation report, and WSWD modules. For example, the daily report shown in **Figure 1**, mimics the Caltrans CEM-4601 form to include a description of the work done, shift hours, contractor personnel and



MoasureOne measuring tool to provide efficient measurements along San Juan Avenue.





equipment, bid item quantities, and photos, among other items.

### ASSISTANT RESIDENT ENGINEER'S REPORT

Project:		Print Date:		Pending	
<b>LOCATION:</b> 440 Main St <b>DESCRIPTION OF WORK:</b> Excavation crew #2 continued removal and off-haul of non-hazardous soil. 22 off-haul trucks in total. Non-hazardous soil was directly loaded into trucks, no stockpiling necessary. Air monitoring devices registered no excess dust. <b>ENVIRONMENTAL ISSUES:</b> None.					
<b>STAMP:</b> Working Day <b>Contract Number:</b> <b>DATE:</b> 03-01-2023 <b>DAY:</b> S M T W T H F S X <b>WEATHER:</b> Current Temp: 17 °F W: NE 5 TO 20 MPH 12:14 PM 1/10/2023					
<b>EQUIPMENT AND / OR LABOR</b> 201					
<b>CONTRACTOR EQUIPMENT</b> 1. MAKE DESCRIPTION 201 2. EMPLOYEE TITLE					

Figure 1: Daily Report in CMIS

## D.2 Proposed Work Plan

As construction managers, we are responsible for monitoring project costs, schedules, and quality. Ghirardelli realizes that these three elements run hand-in-hand, and we work closely with our clients to verify that their projects stay within budget, on schedule, and conform to their specifications. Our construction management process hinges upon active communication with all stakeholders, proactively identifying, preventing, and mitigating challenges while maintaining comprehensive project records and robust field inspection practices. Our project work plan is summarized in **Figure 2**.

### Pre-Construction Services

Our pre-construction phase focuses on full comprehension of the project details, goals, and stakeholders and mitigating potential issues prior to project start. Below are the components of this phase:

**Initial Meeting** - We propose having our Project Manager Gina, and Resident Engineer, Scott meet with the City staff, the Engineer of Record, and Bennett Engineering Services to be briefed on the project scope, PS&E requirements, anticipated

construction schedule, and any special considerations accounted for during the design phase.

**Review PS&E** - The project team will review all project documents to understand project requirements, specifications, and external stakeholders policies.

**Document Control** - Documentation and justification are essential for effective project control and construction management. Assistant Resident Engineer, Tristan will set up the project files in accordance with the Caltrans Construction Manual and Local Assistance Procedures Manual. Additionally, Ghirardelli will utilize CMIS for logging and tracking submittals, RFI's, and CCO's including associated correspondence, WSWD, diaries, and pay estimates. We will utilize SharePoint to store our electronic project files, and the City will have complete access to the files at any time.

**Document Existing Site Conditions** - Prior to breaking ground, Scott will photograph and video the entire project including surrounding properties to develop an "as-is" condition record. This will be done in conjunction with the City, contractor, and local property owners. A drone flight will also be conducted. The project team will also take daily digital photos to document progress.

**Pre-Construction Conference** - Scott will organize a pre-construction conference with the contractor, subcontractors, City staff, Bennett Engineering Services, construction management team members, utility company representatives, and other interested parties to discuss the project and the work involved. This conference will also provide a forum for answering questions from the contractor and other interested parties. In addition, it will address issues and coordination that need to be performed before work commences.

### Construction Services

Once construction is underway, our project team will help confirm that the project is constructed per the approved plans and specifications by closely monitoring the contractor's work. We will take a proactive approach to look ahead for potential issues



and promptly address all correspondence. A proper paper trail of documentation will be upheld every step of the way.

We will document and notify the contractor of any unacceptable condition or workmanship issues and will follow up to verify any deficiencies are corrected. Our personnel will also verify that the City Engineer is informed of all critical project issues on an ongoing basis. Gina will actively communicate with the City on progress and project issues.

**Contract Administration** - Our team will administer the contract in accordance with the plans and specifications. We will monitor documentation of construction activities, safety review, stakeholder coordination, change orders, pay estimates, and potential claims. Scott will issue field directives and correction notices. Tristan will maintain the project files in real-time throughout the duration of the project on SharePoint and utilize CMIS for tracking logs. The team will participate in any audits by Caltrans Local Assistance. Subcomponents of this task include:

- **Contractor Weekly Coordination Meetings-** Scott will hold weekly meetings with the contractor, City staff, and other interested parties. He will prepare and distribute weekly project meeting agendas and minutes to attendees. The topics covered at the meeting will include: a three-week look ahead schedule, an overview of schedule performance, RFI/RFC status, submittal status, change orders and extra work, safety issues/ concerns, and public relations.
- **Utility Coordination-** Scott will establish relationships with all affected utility companies, coordinate kick-off meetings and review anticipated schedules, fieldwork, submittals, RFIs, and correspondence relating to joint trench and utility relocation work.
- **Quantity Calculations-** Under the direction of Scott, each field member of our construction management staff will prepare a daily report on each day's activities, including daily quantity calculations for progress payments on each day measurable work is completed.

**Submittals / Requests for Information** - Scott assisted by Tristan, will review all submittals and RFIs, correspond with outside reviewers as necessary, and provide responses to the contractor by the contractual deadlines. Tracking of submittals and RFIs will be part of the weekly progress meetings. If reviewers cannot complete their analysis within the specified timeframes, Scott will call for a special meeting with all parties involved and determine a solution. Submittal reviews include but are not limited to schedules, safety plans, traffic control plans, SWPPP, material mixes, and shop drawings.

**Schedule Control** - Time is of the essence to meet project milestones and a robust contractor's baseline schedule will be key. Scott will review the contractor's baseline and monthly updates for contract compliance and logic. Scott will also issue the Weekly Statement of Working Days to the contractor to track time.

**Change Management** - To minimize additional costs and delays, we will continuously look ahead to identify potential problems. We will evaluate any change order requests and determine whether they have merit. Our team will develop an independent cost estimate and identify schedule impacts to negotiate an equitable agreement with the contractor. Potential changes will be discussed in weekly meetings and each issue will be tracked until resolved.

**Public Relations** - Although we anticipate public complaints, minimizing their impact through communication and notification will help the City deliver the project more efficiently and effectively. As the Construction Manager, it is our responsibility to mitigate community concerns and complaints by enforcing the Contract, notifying the public appropriately. Scott will coordinate and communicate with adjacent businesses and residents to minimize impact and maintain a neighborly reputation for the project.

**Daily Inspection** - Close adherence to plans, details, and all applicable specifications is required to properly construct and administer the project. Activities include, but are not limited to, maintaining continuous stakeholder coordination, issuing notices



of non-compliance, maintaining strict adherence to all local policies, conducting a daily review of construction operations, and adhering to all applicable contract specifications and standards, including City, Caltrans, and federal. Our Lead Inspector, Matt, will be on-site daily, overseeing the contractor's work and constantly communicating with Scott on the status and any issues that may arise. Secondary as needed Inspector **Keith Hixson**, will support him in covering night work or concurrent operations. Both will prepare an electronic daily report to document weather, shift duration, personnel on the project, equipment used, tracking of force account activities (including accurate recording of labor, equipment, and materials used), phone conversations, field instructions and discussions, and any other daily occurrences pertinent to the scope, schedule, budget, quality, and safety related issues. Daily reports will contain photos. Gina will then review these issues and verify progress toward resolution or corrective action(s).

- **Safety**- Our field staff will document all incidents with digital photographs and written reports and enforce federal and state (CalOSHA) regulations for construction activities' occupational safety and health standards.

**Labor Compliance** - Scott will verify fringe benefit statements and contractor payroll with the DIR established prevailing wage rates for both the prime contractor and subcontractors. He will verify there is a certified payroll for every week until the final is sent. Our field staff will perform employee interviews in the field and verify compliance with the Federal Trainee Program.

**Traffic Management** - Scott will review and make recommendations regarding all traffic control plans, and field staff will inspect the contractor's traffic control to confirm compliance with approved plans, specifications, City standards as well as the Manual on Uniform Traffic Control Devices. Our field staff will inspect traffic control installation and note its proper installation in their diary with photos.

**Environmental Compliance** - The entire team will review all environmental documents and permits and become fully familiar with mitigation and regulatory agency requirements. We will review the mitigation monitoring and reporting program (MMRP) and develop a comprehensive schedule of all mitigation and permit requirements. These will be listed on inspection checklists and discussed during weekly status/coordination meetings with the contractor.

**Materials Testing and Source Inspection** - Scott will coordinate all necessary quality assurance materials

testing and inspection for the project. This includes provisional material sampling/testing services that comply with City's QAP, Caltrans, and FHWA standards and the Contract Provisions. Our subconsultant, **Sierra Geotech**, will provide the necessary field sampling, testing, and plant inspection services as well as geotechnical review and recommendations.

**Storm Water Pollution Prevention Plan** - Scott as well as our inspection staff have received training on the most recent National Pollutant Discharge Elimination System. This is a general permit issued by the California State Water Resources Control Board. They hold QSP and/or QSD certifications and will perform weekly oversight inspections for the duration of the project. They are also available to assist the City with uploading the inspection reports, and NOI into the State Water Board's Storm Water Multi-Application and Report Tracking System (SMARTS) as required for permit compliance.

## Post-Construction Services

As construction ends, our team will prepare to close out the project in accordance with the Local Assistance Procedures Manual and the City's policies and procedures.

**Claims Management** - Disputes and potential claims can be prevented through partnering and a transparent relationship with the Contractor – clear communication, no surprises, and fairness. Constant communication between Scott and the contractor's representatives can help prevent the risk of claims and greatly minimize the owner's risk. Such issues are best handled quickly and at the lowest level, normally in the field, when the provisions of the contract allow for such resolution. In the event of disputes or potential claims during the contract period, Scott will assist in verifying that the circumstances pertaining to the issue(s) are documented. Scott will discuss the issue(s) with the City Project Manager, perform the necessary investigation to determine merit and entitlement then present recommendations to the City. Our staff will help make sure the administrative processes are adhered to, and the appropriate documentation is prepared, collected, and filed in preparation for further claims processes or litigation.

**As-Built Plans** - We will review the contractor's as-built documents upon project completion and verify that all changes are noted. We will assemble an independent package of electronic project plans with all changes noted in redlined and stamped "As-Built" Upon completion of work, separate from the contractor's set.

**Punch Lists** - As work at each stage of construction



nears completion, a punch list for that item of work will be generated with input from City staff. As the project nears completion, a final punch list, including all work previously identified on punch lists, will be submitted to the contractor. The status of each punch list item will be noted as to when work began and was completed and any changes associated with that item.

**Project Closeout & Contract Records** - After substantial completion, we will issue the notice of completion and final proposed estimate, gather all required warranties, and prepare the complete package of Report of Expenditures according to Chapter 17 of the Local Assistance Procedures Manual, which includes a final inspection record, change order summary, final report utilization of DBE subcontractors, materials certificate, and change certification for DBEs.

## D.3 Commitment to be responsive and accessible to City

### Using Local Staff

90% of our team members are Sacramento-area residents and live within 10 miles of Citrus Heights. They are available to serve the City when called upon to perform a task. Our team has the advantage of local knowledge, allowing us to understand the community's needs better and provide timely and efficient services. Ghirardelli's local office in Folsom will respond quickly to any requests the City makes. We are also available to work out of Citrus Heights' City Hall if the room allows. Our construction inspectors will be based 100% in the field. We will provide all our field staff with "mobile offices," so there is no need to leave the job site; including a full-size pickup truck, cellular phone, laptop computer, digital camera, personal hotspots, and combination printer/copier/scanner.

### Investment in the Community

Projects like this inevitably affect the daily lives of residents, the traveling public, and those that work in the vicinity, but when completed, they will improve the safety and livability of the area. Ghirardelli is committed to doing right by its community, and works daily to maintain its trust. We aim to meet

every business owner and become familiar with their concerns and needs. We will constantly communicate with the public affected by the day's operation and look for opportunities to minimize disturbances. We strive to build trust by addressing our clients' needs and concerns with transparency and integrity.

### Communication

A successful project needs constant and effective communication. A chain of command will be established early and followed throughout the contract to avoid confusion and miscommunication. This efficient system is a direct parallel to helping avoid unnecessary cost and keeps the job on schedule. Scott will be available 100% of the time for all project needs and will be the single point of contact for all correspondence. From there, he will delegate tasks as necessary to support staff. We will strive to resolve field issues with our inspector on-site, however, issues will be escalated if necessary. Keeping our client informed of the work from start to finish is extremely important; and we also understand the level that each client wants to be informed does vary. We achieve effective communication via regular meetings, reports, and field visits.

### Proactive Approach

Being aware of an issue before it occurs reduces costs and streamlines the schedule. As soon we begin a project, we hit the ground running to identify any constructability issues/concerns, over/underrun of quantities, all required submittals from the contractor, the contract's DBE goal, provisions of the City's quality assurance program, federal trainee requirements, and environmental commitments. All of these items are discussed with the contractor at the pre-construction meeting, so it is clear what the contract requirements are and there are no surprises as the contract is administered. We utilize this mentality as the project progresses, constantly looking ahead to what is next, what needs to be done to get there, and any obstacles that can be tackled before it impacts time and costs.

## Figure 2: Project Work Plan

Quality control is built into our work approach by constantly reassessing our work plans and meeting with stakeholders to verify expectations are being met.

### Pre-Construction Phase



#### PS&E, Constructibility & Environmental Reviews

Perform thorough reviews of plans, specifications, permits, agreements and environmental documents.



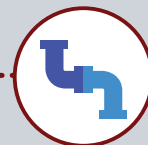
#### Initial Meeting

Meet with City staff and the engineer of record to discuss scope of work, PS&E requirements, anticipated construction schedule, mitigation measures, project objectives, and constraints.



#### Document Control

Implement and maintain document control system tailored to the file category system that the city utilizes.



#### Document Existing Site Conditions

Digitally document the entire project area including surrounding properties to develop an "as-is" condition record prior to breaking ground.



#### Pre-Construction Conference

Schedule a pre-construction conference with all parties to discuss the project and work involved and provide a forum for addressing issues and answering questions before work begins.

### Construction Phase



#### Contract Administration

Document construction activities, such as safety meetings, coordination meetings, change orders, pay estimates, and dispute resolutions.



#### Submittals & RFIs

Monitor contractor submissions and requests for information to ensure they are reviewed and answered in a timely manner.



#### Schedule Control

Constantly review the contractor's schedule and prepare a "look ahead" schedule for specific project tasks to protect the City against defects and deficiencies.



#### Public Relations

Document contact information for all businesses and private property owners along the project limits. Log and address any public complaints in a timely manner.



#### Field Inspection

Daily oversight of contractor operations. Document findings in daily diary and record quantities.



#### Labor Compliance

Verify compliance with state prevailing wage laws on public works projects through regular reviews as required by DIR.



#### Traffic Management

Coordinate the traffic control and staging with City and other necessary entities and identify potential conflicts in the traffic management plan.



#### Environmental Monitoring & Compliance

Manage the environmental monitoring and support services during the construction phase of the project.



#### QA & Materials Testing Services

Coordinate certified material testing personnel and accredited laboratory to perform soils and materials sampling and testing services that can provide quality testing results within a timely manner.



#### SWPPP Analysis

Oversee the implementation of the SWPPP and report all pertinent information daily regarding the contractor's SWPPP efforts.

### Post-Construction Phase



#### Claims Management

Formulate recommendations and resolutions for issues that have resulted in claims.



#### As-Built Plans

Upon project completion, submit finalized set of as-built plans with annotated changes and as-built conditions.



#### Punchlist & Reports of Completion

Prepare and submit completion report to City staff, which includes completed final punch lists, record drawings, and shop drawings with review comments. Conduct final walkthrough with City.



#### Project Closeout & Contract Records

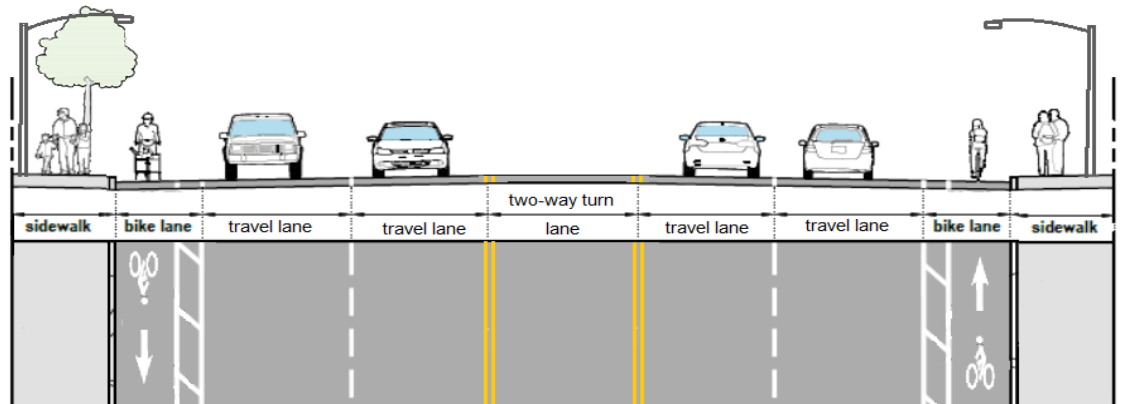
Verify project closeout is performed quickly, accurately, and consistently, in accordance with all pertinent policies and procedures and provide all contract records.





### PROJECT LOCATION

SAN JUAN AVENUE BETWEEN  
MADISON AVE & CHESLINE DR



### CROSS SECTION

STANDARD SAN JUAN AVE CROSS SECTION  
INCLUDING 'COMPLETE STREETS' ELEMENTS



# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT MEMORANDUM

**DATE:** December 14, 2023

**TO:** Mayor and City Council Members  
Ashley J. Feeney, City Manager

**FROM:** Regina Cave, General Services Director  
Leslie Blomquist, City Engineer

**SUBJECT:** **Three Year Pavement Preservation Plan – Arterial, Collector and Residential Streets**

### **Summary and Recommendation**

At the May 10, 2022 Strategic Planning Meeting, City Council established an objective to evaluate options for pavement and restoration strategies. In September 2022, staff brought recommendations to Council based on future programming of funds, seeking to prioritize arterial and collector streets, and strategizing work geographically to maximize resources. In June 2023, a Strategic Objective was set to establish a three-year pavement preservation plan consistent with Council's previous direction to address primary roads, achieve alignment with our community's priorities, and maintain fiscal prudence.

Staff recommends the City Council adopt Resolution No. 2023-\_\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Approving the Three Year Pavement Preservation Plan.

### **City Council Strategic Goal/Objective**

This staff report aligns with the following Citrus Heights City Council Strategic Plan Objective:

**Goal:** Maintain Public Infrastructure and Enhance Alternative Modes of Transportation

### **Fiscal Impact**

This recommended action results in no impact on the General Fund. Funds for pavement resurfacing and preservation have been budgeted and approved by City Council for fiscal years 2023-2024 and 2024-2025, and incorporated into the current 5-Year Capital Improvement Program (CIP). The table below details revenue sources and funding levels referenced in the current CIP approved by City Council:

**Subject: Three Year Pavement Preservation Plan****Date: December 14, 2023****Page 2 of 5**

<b>Revenue Source</b>	<b>FY 2023/2024</b>	<b>FY 2024/2025</b>	<b>FY 2025/2026</b>	<b>FY 2026/2027</b>	<b>FY 2027/2028</b>
CDBG	\$360,000	*	*	*	*
Gas Tax (205)	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
General Fund (330)	\$2,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000
Measure A Maintenance (210)	\$800,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
SB1 RMRA (206)	\$900,000	\$1,150,000	\$1,850,000	\$1,900,000	\$1,950,000
Storm Water Utility (209)	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
<b>Total</b>	<b>\$4,710,000</b>	<b>\$6,800,000</b>	<b>\$7,500,000</b>	<b>\$7,550,000</b>	<b>\$7,600,000</b>

\*pending approved annual allocation by City Council

**Background and Analysis**

Upon Citrus Heights' incorporation, the agency inherited aged streets and poor roadway conditions without a significant capital improvement funds for improvements. Many existing subdivisions were constructed more than 25 years prior to the city's 1997 incorporation, with no known previous preventative maintenance measures by Sacramento County. Also, Citrus Heights is the center of the Sacramento region with key commute routes that carry extensive daily traffic volumes through many of its major corridors (41,717 vehicles per day for the Greenback/San Juan area; 40,532 vehicles per day for Sunrise/Antelope area), which over time and with no preventative maintenance affects the useful life of pavement.

Shortly after incorporation, the City's first pavement management system (based on a pavement condition index data collection) was implemented and has been updated twice since however, it is evident that budget limitations have hindered the agency's ability to achieve the industry recommended schedules and applications. To improve all Citrus Heights roads to a satisfactory pavement standard would cost more than \$90 million today. Additionally, there would be ongoing significant maintenance costs in excess of \$13 million annually for adequate maintenance, with spikes in specific years to address larger roadway conditions. The City does not have a current revenue stream to address these pavement challenges fully. However, staff are committed to creating the most return on available investment, and strategic pavement management strategies that have the potential to create a new level of progress have been identified. Additionally, for the first time in the City's history, the annual budget provides significant General Fund expenditures for street repairs; \$2,000,000 of general fund will go towards street repairs in FY 23/24 and increasing to \$4,000,000 in FY 24/25.

**Pavement Strategies Over Time**

Since the City's incorporation, there have generally been annual pavement restoration projects and/or complete streets projects that focused on addressing pavement conditions. These projects have incorporated residential streets, collectors as well as arterials. Projects have varied in size and applications based on available funds, including grants. Over the past 20 years, the City's pavement restoration efforts have been largely supported by transportation dollars, such as Gas Tax and Measure A, and in recent years, an annual infusion of SB1 funds. Since incorporation,



**Subject: Three Year Pavement Preservation Plan**

**Date: December 14, 2023**

**Page 3 of 5**

the City has invested over \$50 million dollars into addressing pavement conditions throughout the community.

Historically, the City's general approach has been to address streets in the worst condition, focusing on residential streets when it comes to budgeting local funds. The basis for this practice has been largely due to the limitations of federal funds being restricted for arterials and certain collector streets identified on the National Highway System and, therefore eligible for grant participation. However, over the past several years, federal and state transportation grant programs have become increasingly competitive and restrictive and have placed higher emphasis on alternative modes of transportation. This has left many agencies struggling to address poor pavement conditions along primary corridors and heavily used roadways. While this challenge is not unique to Citrus Heights, several factors related to our road conditions are.

### Pavement Principles

Industry recommendations for pavement preservation vary based on a multitude of factors. In general, the pavement condition index (PCI) serves as a guide on how to plan for maintenance and restoration. The lower the PCI, the higher the probability full reconstruction or overlay is necessary. The higher the PCI, the less investment and effort is necessary to maintain the condition. The applications, treatments, and materials used today to address distressed pavement are far more superior than in years past, utilizing various binding materials, recycled rubber, and emulsions that, in many cases, reduce or eliminate the need for full reconstruction or overlays, whereby stretching agencies' infrastructure dollars farther and achieving a higher return on investment.

As previously noted, Citrus Heights has invested over \$50 million dollars since incorporation on addressing pavement. This number largely represents overlay applications as opposed to preventative measures such as slurry seals, cape seals, crack seals and micro seals. While full overlays do result in the highest final product, this application is often cost-prohibitive, and unnecessary. As a comparison, seal applications range from \$4-\$10 per square yard, whereas overlays are in the range of \$45 per square yard (material only), depending on the thickness of asphalt application required. Depending on the type of seal application, the useful life can range from 5-14 years, and an overlay, if properly maintained (requiring additional investment of seal applications), may last 20-25 years. The return on investment utilizing pavement sealing principles can be far superior than employing more extensive overlay mill and fill applications if done correctly and on ideal pavement conditions.

Over the past year, staff have worked with experts in the pavement preservation industry to further analyze the City's existing pavement conditions and better understand how other agencies are addressing failing pavement. This process looked at other agencies in the region and throughout California to review common pavement preservation applications for the various street classifications applicable to the streets in Citrus Heights. What is evident is that for most agencies, unless incorporated into a large capital project and supported by grant funding, the standard for most street classifications is seal applications. The process varies from street to street and application to application; however, the results are improved pavement surfaces, allows for greater coverage, enabling more streets to be addressed, and helps to preserve

**Subject: Three Year Pavement Preservation Plan**

**Date: December 14, 2023**

**Page 4 of 5**

satisfactory pavement as opposed to overlaying and structuring projects based on worst PCI. As part of this effort, staff and the consultant reviewed clusters of residential streets in similar conditions to evaluate candidates for the various seal application recommendations. Various factors were considered, such as:

- Levels of distresses in the pavement
- Factors contributing to pavement failures; drainage, traffic, surface vs subgrade
- Existing ADA conditions at adjacent curb ramps
- Proximity to schools, shopping or other services
- Collectors and arterials – other planned capital projects in existing 5-Year CIP

With pavement preservation, there are legal requirements regarding Americans with Disability Act (ADA) facilities. Federal requirements are such that micro seals, multi-layer seals and overlays require upgrading of public ADA facilities within the project area, however, crack seals and slurry seals do not. The City does have an ADA transition plan, requiring investment and upgrades to ADA accessible public facilities, and prioritizes these improvements when possible. The proposed pavement preservation plan does include various streets recommended for a single-layer slurry seal in areas where curb ramps may not currently meet ADA standards. Each location will be evaluated and determined if such upgrades are feasible at the time of construction. The plan also recommends a multi-layer approach throughout many neighborhoods that may already have ADA compliant facilities or are ideal candidates for upgrades based on the ADA transition plan. The pavement preservation plan recommendations take into account the additional costs associated with upgrading ADA facilities as well as other improvements such as restriping and refreshing of pavement legends and markings. Consistent with City Council's direction, the plan incorporates multiple major arterials, which will address pavement conditions and necessary ADA, pedestrian, bicycle and traffic safety enhancements where necessary. The following are arterial streets planned for improvements programmed capital projects included in the current 5-Year CIP, or have been included in the 3-year pavement preservation plan (PPP) recommendations:

- Antelope Road – Lauppe Lane to westerly city limits – 2025 (PPP)
- Auburn Blvd Complete Streets Ph 2 – Rusch Park to north city limits – 2024-2026 (CIP)
- Auburn Blvd – Sylvan Corners to Greenback Lane – 2027 (PPP)
- Auburn Blvd – Greenback Lane to Manzanita – 2027 (PPP)
- Dewey Drive/Van Maren Lane – Connemara to Auburn Blvd – 2024 (PPP)
- Fair Oaks Blvd – Greenback Lane to south city limits – 2025 (PPP)
- Greenback Lane – Dewey Drive to Birdcage Street – 2026 (PPP)
- Madison Ave – San Juan Ave to Fair Oaks Blvd – 2025-2026 (PPP)
- San Juan Complete Streets Phases 1A and 1B – Madison to Spicer – 2024-2026 (CIP)
- Sylvan Road/San Juan Ave – Auburn Blvd to Greenback Lane – 2026 (PPP)
- San Juan Ave – Greenback Lane to Spicer Drive – 2026 (PPP)

Additionally, various high-traffic neighborhood collector streets, such as Tuplo Drive, Rollingwood Blvd, and Kingswood Drive, have been included in the recommended 3-year plan, consistent with Council's recommendation, and to accomplish various maintenance goals,

**Subject: Three Year Pavement Preservation Plan**

**Date: December 14, 2023**

**Page 5 of 5**

including pavement restriping and pedestrian and traffic safety enhancements recommended in the city's approved Multi-Modal Transportation Safety Program.

The process to develop the proposed pavement preservation plan also looked at deliverability, both geographically and financially. Historically, the City's annual pavement projects have ranged from 6 streets per year to 20 streets per year, most of which have been overlays. These projects have generally not exceeded 2 miles or \$2 million dollars. The proposed plan would increase total output to as much as 117 streets or street segments per year, including arterial, collector and residential streets, anticipated to be delivered within the City's approved budget for infrastructure repairs. Any project cost savings will be maintained in a reserve fund for future infrastructure projects and pavement restoration plan delivery. With the extensive anticipated square yards of pavement to be addressed with this plan, stretching multiple calendar and fiscal years, the program will need to be fluid and maintain flexibility to account for unforeseen conditions or conflicts. The plan will be made available to all utility companies that service Citrus Heights to allow for review and advisement on any potential overlap of projects.

Over the next year, staff will work on developing plans and specifications for the proposed projects included in the plan, and will report back to the City Council and the community as to the status and schedule for construction.

#### **Attachments**

- 1) Resolution No. 2023-\_\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Approving the Three Year Pavement Preservation Plan.
- 2) Citrus Heights 3 Year Pavement Preservation Plan – Arterial, Collector and Residential Streets

**RESOLUTION NO. 2023-\_\_****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CITRUS HEIGHTS, CALIFORNIA, APPROVING THE  
THREE YEAR PAVEMENT PRESERVATION PLAN**

**WHEREAS**, on May 10, 2022, City Council established an objective to evaluate options for pavement restoration strategies;

**WHEREAS**, in June 2023, City Council adopted the 2023/2024-2024/2025 Budget to include a combined \$6 million dollars in General Funds for pavement preservation;

**WHEREAS**, it is in the City's best interest to prioritize improving the condition of our community's roads through various cost-effective pavement preservation strategies that will maximize the use of available funds;

**WHEREAS**, consistent with industry standards and practices long employed throughout other neighboring communities, a pavement preservation plan has been proposed, recommending an aggressive output focusing on slurry seals, crack seals and multi-layer treatments;

**WHEREAS**, the proposed plan will look to address more than 300 streets over the next three years, disbursed throughout all 11 neighborhood areas in Citrus Heights.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that the City Council of the City of Citrus Heights does hereby approve the Three Year Pavement Preservation Plan as proposed by staff.

The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights, California, this 14<sup>th</sup> day of December, 2023 by the following vote, to wit:

**AYES:**           **Council Members:**  
**NOES:**          **Council Members:**  
**ABSTAIN:**   **Council Members:**  
**ABSENT:**     **Council Members:**

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**Tim Schaefer, Mayor**

**ATTEST:**

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**Amy Van, City Clerk**

Anticipated Construction Year (initiate)	Area ID (Neighborhood Areas; Arterial streets referred to as 12)	Street Name	Beginning Location	End Location	Recommendations
2025	1	ANNWOOD COURT	BROCKWOOD WAY	END (E)	Slurry and crack seal
2025	1	ASHMONT STREET	STONEHAND AVENUE	BURNTWOOD WAY	Slurry and crack seal
2025	1	BASSWOOD WAY	TREEBINE AVENUE	BUTTERNUT DRIVE	Slurry and crack seal
2025	1	BITTERBUSH WAY	CORNERSTONE WAY	ZENITH DRIVE	Slurry and crack seal
2025	1	BLACKSTAR DRIVE	SUMMER PLACE DRIVE	ZENITH DRIVE	Slurry and crack seal
2025	1	BROCKWOOD WAY	STONEHAND AVENUE	MESAVIEW DRIVE	Slurry and crack seal
2025	1	BRUSHCREEK COURT	MOUNTAINSIDE DRIVE	CUL-DE-SAC	Slurry and crack seal
2025	1	BUTTERNUT DRIVE	LICHEN DRIVE (SW of Treelark)	ROSEVILLE ROAD	Multilayer
2025	1	BUTTONWOOD WAY	TREELARK WAY	BASSWOOD WAY	Slurry and crack seal
2025	1	CANEVALLEY CIRCLE	MOUNTAINSIDE DRIVE	MOUNTAINSIDE DRIVE	Multilayer
2025	1	CARMELWOOD DRIVE	SUMMERPLACE DRIVE	LICHEN DRIVE	Multilayer
2025	1	CASTLEBERRY CIRCLE	VILLAVIEW DRIVE	VILLAVIEW DRIVE	Slurry and crack seal
2025	1	COBRA COURT	BLACKSTAR DRIVE	CUL-DE-SAC	Slurry and crack seal
2025	1	COPA COURT	SANDRIDGE WAY	CUL-DE-SAC	Slurry and crack seal
2025	1	EBONYWOOD COURT	BROCKWOOD WAY	CUL-DE-SAC	Slurry and crack seal
2025	1	ERICWOOD COURT	BROCKWOOD WAY	CUL-DE-SAC	Slurry and crack seal
2025	1	GEOFFWOOD COURT	STONEHAND AVENUE	CUL-DE-SAC	Slurry and crack seal
2025	1	LICHEN DRIVE	ANTELOPE ROAD	WHYTE AVENUE	Multilayer
2025	1	LONEWOOD WAY	ANTELOPE ROAD	STONEHAND AVENUE	Slurry and crack seal
2025	1	LOVEWOOD COURT	ERICWOOD COURT	CUL-DE-SAC	Slurry and crack seal
2025	1	MAR VISTA WAY	TUPELO DRIVE	GLENHURST WAY	Multilayer
2025	1	MESAVIEW DRIVE	SUMMERPLACE DRIVE	BROCKWOOD WAY	Slurry and crack seal
2025	1	MIMOSA COURT	BUTTONWOOD WAY	CUL-DE-SAC	Slurry and crack seal
2025	1	MYRTLEWOOD COURT	BROCKWOOD WAY	CUL-DE-SAC	Slurry and crack seal
2025	1	OAKMYRTLE WAY	BUTTONWOOD WAY	BUTTERNUT DRIVE	Slurry and crack seal
2025	1	OUTLOOK DRIVE	CITY LIMITS	LICHEN DRIVE	Multilayer
2025	1	PEPPERTREE WAY	CARMELWOOD DRIVE	RAMBLEWOOD WAY	Slurry and crack seal
2025	1	RADFORD STREET	BUTTERNUT DRIVE	MANNERLY WAY	Slurry and crack seal
2025	1	RAVENCREST WAY	BRIARTREE WAY	SUMMERPLACE DRIVE	Slurry and crack seal
2025	1	REINA COURT	SUMMERPLACE DRIVE	CUL-DE-SAC	Slurry and crack seal
2025	1	SANDWOOD COURT	BROCKWOOD WAY	CUL-DE-SAC	Slurry and crack seal
2025	1	SERRANO COURT	BLACKSTAR DRIVE	CUL-DE-SAC	Slurry and crack seal
2025	1	SOFTWOOD COURT	BROCKWOOD WAY	CUL-DE-SAC	Slurry and crack seal
2025	1	STARLING COURT	ZENITH DRIVE	CUL-DE-SAC	Slurry and crack seal
2025	1	STARWOOD COURT	BROCKWOOD WAY	CUL-DE-SAC	Slurry and crack seal
2025	1	SUMMERPLACE DRIVE	ANTELOPE ROAD	ZENITH DRIVE	Multilayer
2025	1	TREEBINE AVENUE	LICHEN DRIVE	BUTTONWOOD WAY	Slurry and crack seal
2025	1	TREELARK WAY	LICHEN DRIVE	BUTTERNUT DRIVE	Slurry and crack seal
2025	1	TUPELO DRIVE	DALY AVENUE	ANTELOPE ROAD	Multilayer
2025	1	TWINING WAY	VILLAVIEW DRIVE	RADFORD STREET	Slurry and crack seal

Anticipated Construction Year (initiate)	Area ID (Neighborhood Areas; Arterial streets referred to as 12)	Street Name	Beginning Location	End Location	Recommendations
2025	1	VISCOUNT WAY	ZENITH DRIVE	WOODYARD WAY	Slurry and crack seal
2025	1	WALLWOOD COURT	BROCKWOOD WAY	CUL-DE-SAC	Slurry and crack seal
2025	1	WHYTE AVE	ROSEVILLE ROAD	N/E CITY LIMITS	Slurry and crack seal
2025	1	WILLOW TREE WAY	CLOVERLEAF WAY	CLOVERLEAF WAY	Slurry and crack seal
2025	1	WOODYARD WAY	OUTLOOK DRIVE	BUTTERNUT DRIVE	Slurry and crack seal
2025	1	YARDGATE WAY	OUTLOOK DRIVE	VISCOUNT WAY	Slurry and crack seal
2025	1	ZENITH DRIVE	OUTLOOK DRIVE	BUTTERNUT DRIVE	Multilayer
2025	2	AMSTERDAM AVENUE	VALERIANA AVENUE	END	Slurry and crack seal
2025	2	DEVILLE OAKS WAY	SANDALWOOD COURT	AUBURN BLVD	Slurry and crack seal
2025	2	HYSOPP COURT	GINGERBLOSSOM DRIVE	CUL-DE-SAC	Slurry and crack seal
2025	2	MUSCHETTO COURT	AMSTERDAM AVENUE	CUL-DE-SAC	Slurry and crack seal
2025	2	PIMIENTA DRIVE	SADRO STREET	CARRIAGE DRIVE	Slurry and crack seal
2025	2	POPLAR AVENUE	ANTELOPE ROAD	END	Slurry and crack seal
2025	2	PRATT AVENUE	CARRIAGE DRIVE	AUBURN BLVD	Slurry and crack seal
2025	2	RIPPLEWOOD COURT	PRATT AVENUE	END	Slurry and crack seal
2025	2	ROLLINGWOOD BLVD	AUBURN BLVD	ANTELOPE ROAD	Multilayer
2025	2	SADRO STREET	PRATT AVENUE	KANAI AVENUE	Slurry and crack seal
2025	2	SARA LYNN WAY	PRATT AVENUE	END	Slurry and crack seal
2025	2	SUMMER AVENUE	OAK FOREST STREET	RUSCH DRIVE	Slurry and crack seal
2025	2	SYCAMORE DRIVE	END (W)	END (E)	Slurry and crack seal
2025	3	APACHE WAY	NAVION DRIVE	SKYLANE DRIVE	Slurry and crack seal
2025	3	BRIDGEMONT WAY	OAK BEND WAY	VAN MAREN LANE	Slurry and crack seal
2025	3	CONVAIR WAY	NAVION DRIVE	SKYLANE DRIVE	Slurry and crack seal
2025	3	DANCING CREEK COURT	BRIDGEMONT WAY	CUL-DE-SAC	Slurry and crack seal
2025	3	DAWN VIEW COURT	TWIN WOOD WAY	CUL-DE-SAC	Slurry and crack seal
2025	3	HILLSPIRE COURT	STARFLOWER DRIVE	CUL-DE-SAC	Slurry and crack seal
2025	3	MARANTA COURT	SUNMIST WAY	CUL-DE-SAC	Slurry and crack seal
2025	3	MISTY WOOD WAY	SUNMIST WAY	SUNBURST WAY	Slurry and crack seal
2025	3	MOSSVIEW WAY	MISTY CREEK DRIVE	SUNWOOD WAY	Slurry and crack seal
2025	3	MUGHO COURT	NAVION DRIVE	CUL-DE-SAC	Slurry and crack seal
2025	3	OAK BEND WAY	BRIDGEMONT WAY	CUL-DE-SAC	Slurry and crack seal
2025	3	PEBBLEBROOK WAY	SUNMIST WAY	TWIN WOOD WAY	Slurry and crack seal
2025	3	PIPER COURT	CONVAIR WAY	CUL-DE-SAC	Slurry and crack seal
2025	3	ROLLINGSIDE COURT	TWIN PARK DRIVE	CUL-DE-SAC	Slurry and crack seal
2025	3	SAGE OAK COURT	MOSSVIEW WAY	CUL-DE-SAC	Slurry and crack seal
2025	3	SKYLANE DRIVE	VAN MAREN LANE	NAVION DRIVE	Slurry and crack seal
2025	3	SPRINGLEAF COURT	SUNBURST WAY	CUL-DE-SAC	Slurry and crack seal
2025	3	STEARMAN WAY	NAVION DRIVE	SKYLANE DRIVE	Slurry and crack seal
2025	3	TANBARK COURT	NAVION DRIVE	CUL-DE-SAC	Slurry and crack seal
2025	3	TREETOP COURT	OAK BEND WAY	CUL-DE-SAC	Slurry and crack seal

Anticipated Construction Year (initiate)	Area ID (Neighborhood Areas; Arterial streets referred to as 12)	Street Name	Beginning Location	End Location	Recommendations
2025	3	TWIN BROOK COURT	TWIN PARK DRIVE	CUL-DE-SAC	Slurry and crack seal
2025	3	TWIN PARK DRIVE	SUNBURST WAY	WONNER WAY	Slurry and crack seal
2025	3	TWIN WOOD WAY	SUNMIST WAY	SUNBURST WAY	Slurry and crack seal
2025	3	VOYAGER WAY	NAVION DRIVE	SKYLANE DRIVE	Slurry and crack seal
2025	3	WONNER WAY	TWIN PARK DRIVE	END (S)	Slurry and crack seal
2025	4	AUBURN FRONTAGE	PARIS	END (E)	Slurry and crack seal
2025	4	BINET DRIVE	GREENBACK LANE	MERCEDES AVE	Slurry and crack seal
2025	4	BREMEN DRIVE	VAN MAREN LANE	GREENBACK LANE	Slurry and crack seal
2025	4	BURNHAM DRIVE	BINET DRIVE	END	Slurry and crack seal
2025	4	CARLOW DRIVE	BREMEN DRIVE	DONEGAL DRIVE	Slurry and crack seal
2025	4	CAVAN DRIVE	BREMEN DRIVE	DONEGAL DRIVE	Slurry and crack seal
2025	4	CHIVALRY WAY	AUBURN BLVD	GALLANT CIRCLE	Slurry and crack seal
2025	4	CROSSWOODS CIRCLE	CROSSWOODS PARKWAY	CROSSWOODS PARKWAY	Slurry and crack seal
2025	4	CROSSWOODS PARKWAY	AUBURN BLVD	CROSSWOODS CIRCLE	Slurry and crack seal
2025	4	DONEGAL DRIVE	VAN MAREN LANE	AUBURN BLVD	Slurry and crack seal
2025	4	GALLANT CIRCLE	CHIVALRY	CHIVALRY WAY	Slurry and crack seal
2025	4	LE HAVRE WAY	BINET DRIVE	MERCEDES AVE	Slurry and crack seal
2025	4	LE MANS AVE	PARIS STREET	BINET DRIVE	Slurry and crack seal
2025	4	LEITRIM COURT	LOUTH WAY	END	Slurry and crack seal
2025	4	LONGFORD DRIVE	AUBURN BLVD	DONEGAL DRIVE	Slurry and crack seal
2025	4	LOUTH WAY	BREMEN DRIVE	DONEGAL DRIVE	Slurry and crack seal
2025	4	MERCEDES AVE	BURNHAM DRIVE	VAN MAREN LANE	Slurry and crack seal
2025	4	PARIS ST	MERCEDES AVE	GREENBACK LANE	Slurry and crack seal
2025	4	SAN TOMAS	AUBURN BLVD	CROSSWOODS CIRCLE	Slurry and crack seal
2025	4	SHALIMAR WAY	PARIS STREET	LE MANS	Slurry and crack seal
2025	4	STEFFANO COURT	LOUTH WAY	END	Slurry and crack seal
2025	4	STOCK RANCH ROAD	SYLVAN ROAD	FOUNTAIN SQUARE DRIVE	Slurry and crack seal
2025	4	SUTRO COURT	GALLANT WAY	END	Slurry and crack seal
2025	4	WOODSIDE DRIVE	SYLVAN ROAD	BRIDGE	Slurry and crack seal
2025	12	ANTELOPE ROAD	LAUPPE LANE	CITY LIMITS (W)	Multilayer
2025	12	FAIR OAKS BLVD (joint with County)	GREENBACK LANE	CITY LIMITS (North of Madison)	Multilayer
2025	12	MADISON AVENUE (joint with County)	SAN JUAN AVE	FAIR OAKS AVE	TBD - County led project
2026	5	ADOBE CASA COURT	SPERRY DRIVE	CUL-DE-SAC	Slurry and crack seal
2026	5	BRAYTON AVENUE	MARY ANN WAY	BROOKCREST WAY	Slurry and crack seal
2026	5	BROOKCREST WAY	SPICER DRIVE	ALBURY STREET	Slurry and crack seal
2026	5	CASTILIAN COURT	END	SPERRY DRIVE	Slurry and crack seal
2026	5	CREEKCREST CIRCLE	OAKBROOK DRIVE	OAKBROOK DRIVE	Slurry and crack seal
2026	5	EL SOL WAY	SPERRY DRIVE	LA LUNA COURT	Slurry and crack seal
2026	5	GRADY DRIVE	SHUPE DRIVE	PEORIA DRIVE	Slurry and crack seal

Anticipated Construction Year (initiate)	Area ID (Neighborhood Areas; Arterial streets referred to as 12)	Street Name	Beginning Location	End Location	Recommendations
2026	5	HINDON WAY	CHIPPING WAY	CHESLINE DRIVE	Slurry and crack seal
2026	5	LA LUNA COURT	SPERRY DRIVE	CUL-DE-SAC	Slurry and crack seal
2026	5	MARY ANN WAY	BROOKCREST WAY	SPERRY DRIVE	Slurry and crack seal
2026	5	MEADOWCREEK WAY	DEWEY DRIVE	PARKOAKS DRIVE	Slurry and crack seal
2026	5	MONTE CORITA CIRCLE	SPERRY DRIVE	SPERRY DRIVE	Slurry and crack seal
2026	5	OAK ACORN COURT	OAKBROOK DRIVE	CUL-DE-SAC	Slurry and crack seal
2026	5	OAKSIDE DRIVE	OAKCREEK WAY	GREENBACK LANE	Slurry and crack seal
2026	5	PARKCREST WAY	PARKOAKS DRIVE	OAKSIDE DRIVE	Slurry and crack seal
2026	5	PARKVIEW WAY	PARKOAKS DRIVE	OAKCREEK WAY	Slurry and crack seal
2026	5	PEORIA DRIVE	GRADY DRIVE	CUL-DE-SAC	Slurry and crack seal
2026	5	PEORIA DRIVE	GRADY DRIVE	GREENBACK LANE	Slurry and crack seal
2026	5	ST. CLAIRE WAY	SPERRY DRIVE	CHESLINE DRIVE	Slurry and crack seal
2026	5	SUMMER RAIN WAY	CENTURION CIRCLE	DEWEY DRIVE	Slurry and crack seal
2026	5	TERRELL DRIVE	GRADY DRIVE	GREENBACK LANE	Slurry and crack seal
2026	5	TIMMERMON WAY	SPERRY DRIVE	SPERRY DRIVE	Slurry and crack seal
2026	5	TWIN CREEKS COURT	MEADOWCREEK WAY	CUL-DE-SAC	Slurry and crack seal
2026	5	WOODCREEK DRIVE	PARKVIEW WAY	END (W)	Slurry and crack seal
2026	5	WOODHILLS WAY	PARKOAKS DRIVE	OAKCREEK WAY	Slurry and crack seal
2026	5	WOODHURST COURT	OAKSIDE DRIVE	CUL-DE-SAC	Slurry and crack seal
2026	5	WOODPARK WAY	DEWEY DRIVE	OAKBROOK DRIVE	Slurry and crack seal
2026	6	BUCKHAVEN WAY	WICKHAM DRIVE	COTTINGHAM COURT	Slurry and crack seal
2026	6	COTTINGHAM COURT	FESLER COURT	CUL-DE-SAC	Slurry and crack seal
2026	6	COTTINGHAM WAY	HEREDIA COURT	FESLER COURT	Slurry and crack seal
2026	6	FESLER COURT	COTTINGHAM COURT	CUL-DE-SAC	Slurry and crack seal
2026	6	HEREDIA COURT	COTTINGHAM COURT	CUL-DE-SAC	Slurry and crack seal
2026	6	HEREDIA WAY	MARIPOSA AVENUE	COTTINGHAM COURT	Slurry and crack seal
2026	6	PRATT AVENUE	AUBURN BLVD	MARIPOSA AVENUE	Slurry and crack seal
2026	6	RENFREW COURT	WICKHAM DRIVE	CUL-DE-SAC	Slurry and crack seal
2026	6	WICKHAM DRIVE	OLD AUBURN ROAD	COTTINGHAM COURT	Slurry and crack seal
2026	7	ACORN CREEK COURT	OAK WOOD HILLS CIR	CUL-DE-SAC	Slurry and crack seal
2026	7	ALBA COURT	TWIN OAKS AVENUE	CUL-DE-SAC	Slurry and crack seal
2026	7	ALLENE CREEK COURT	ORELLE CREEK COURT	CUL-DE-SAC	Slurry and crack seal
2026	7	ARGO DRIVE	OLD AUBURN ROAD	ARCARO COURT	Slurry and crack seal
2026	7	BLOSSOM HILL COURT	TWIN OAKS AVENUE	CUL-DE-SAC	Slurry and crack seal
2026	7	BLUE OAK WAY	COAST OAK WAY	MOSS OAK AV	Slurry and crack seal
2026	7	CANYON OAK DRIVE	OLD AUBURN ROAD	HOLLY OAK STREET	Slurry and crack seal
2026	7	CHARLENE WAY	HANSON AVENUE	END	Slurry and crack seal
2026	7	CHARLOTTE AVENUE	GARRYANNA DRIVE	END	Slurry and crack seal
2026	7	COAST OAK WAY	TWIN OAKS AVENUE	MOSS OAK AV	Slurry and crack seal
2026	7	CORAL OAK WAY	OLD AUBURN ROAD	GREENCREEK WAY	Slurry and crack seal



Anticipated Construction Year (initiate)	Area ID (Neighborhood Areas; Arterial streets referred to as 12)	Street Name	Beginning Location	End Location	Recommendations
2026	7	CRIPPLE OAK COURT	CANYON OAK DRIVE	CUL-DE-SAC	Slurry and crack seal
2026	7	DEBBIE ANN COURT	GLEN ALTA WAY	END	Slurry and crack seal
2026	7	EDGECLIFF COURT	NEWBRIDGE WAY	END	Slurry and crack seal
2026	7	ENGLISH OAK WAY	GARRY OAK DRIVE	HOLM OAK WAY	Slurry and crack seal
2026	7	FOREST GLEN WAY	GLEN ALTA WAY	GARRY OAK DRIVE	Slurry and crack seal
2026	7	FORGETMENOT CT	MANGER WAY	END	Slurry and crack seal
2026	7	GARRYANNA DRIVE	END (W)	CANYON OAK DRIVE	Slurry and crack seal
2026	7	GLEN BRIAR DRIVE	GLEN TREE DRIVE	GLEN ECHO STREET	Slurry and crack seal
2026	7	GLEN CANYON COURT	CANYON OAK DRIVE	CUL-DE-SAC	Slurry and crack seal
2026	7	GLEN CREEK WAY	GLEN TREE DRIVE	CANYON OAK DRIVE	Slurry and crack seal
2026	7	GLEN ECHO STREET	OLD AUBURN ROAD	CUL-DE-SAC	Slurry and crack seal
2026	7	GLEN EVA WAY	GLEN TREE DRIVE	GLEN ECHO STREET	Slurry and crack seal
2026	7	GLEN FIELD COURT	GLEN BRIAR DRIVE	CUL-DE-SAC	Slurry and crack seal
2026	7	GLEN STONE AVENUE	GLEN TREE DRIVE	CUL-DE-SAC	Slurry and crack seal
2026	7	GLEN VALLEY CIRCLE	GLEN TREE DRIVE	GLEN TREE DRIVE	Slurry and crack seal
2026	7	HANSON AVENUE	GLEN TREE DRIVE	SUNRISE BLVD	Slurry and crack seal
2026	7	HEATHERBROOK COURT	GLEN CREEK WAY	CUL-DE-SAC	Slurry and crack seal
2026	7	MAJESTIC OAK WAY	MESA OAK WAY	ALBA COURT	Slurry and crack seal
2026	7	MANGER WAY	GARRYANNA DRIVE	END	Slurry and crack seal
2026	7	MESA OAK WAY	HOLLY OAK STREET	ALBA COURT	Slurry and crack seal
2026	7	MOSS OAK AV	CANYON OAK DRIVE	CRESTMONT AVENUE	Slurry and crack seal
2026	7	NORTHVALE WAY	NEWBRIDGE WAY	CONOVER DRIVE	Slurry and crack seal
2026	7	OAKWOOD HILLS CIRCLE	OLD AUBURN ROAD	OLD AUBURN ROAD	Slurry and crack seal
2026	7	ORELLE CREEK COURT	OLD AUBURN ROAD	CUL-DE-SAC (N)	Slurry and crack seal
2026	7	PEREGRINE WAY	GARRYANNA DRIVE	CHARLOTTE AVENUE	Slurry and crack seal
2026	7	ROBERT CREEK COURT	OLD AUBURN ROAD	CUL-DE-SAC	Slurry and crack seal
2026	7	SCARLET OAK CIRCLE	TWIN OAKS AVENUE	TWIN OAKS AVENUE	Slurry and crack seal
2026	7	SHOEMAKER WAY	CONOVER DRIVE	ARGO DRIVE	Slurry and crack seal
2026	7	SYLVAN OAK WAY	GARRY OAK DRIVE	FOREST OAK WAY	Slurry and crack seal
2026	7	TANANA RIVER COURT	FOREST GLEN WAY	END	Slurry and crack seal
2026	7	TWIN OAKS AVENUE	5911' E OF AUBURN BLVD	END	Slurry and crack seal
2026	8	ARGO DRIVE	OLD AUBURN ROAD	TALBOT WAY	Slurry and crack seal
2026	8	BERMAN WALK WAY	WINTERGREEN DRIVE	END (W)	Slurry and crack seal
2026	8	BREE ANN COURT	CUL-DE-SAC	FOX HILLS DRIVE	Slurry and crack seal
2026	8	BROOKOVER COURT	BLUE JAY WAY	CUL-DE-SAC	Slurry and crack seal
2026	8	CLOVIS COURT	SOQUEL	CUL-DE-SAC	Slurry and crack seal
2026	8	COLLEGIALLY WAY	BERMAN WALK WAY	CLAYPOOL WAY	Slurry and crack seal
2026	8	DAVINDA COURT	SMOLEY WAY	CUL-DE-SAC	Slurry and crack seal
2026	8	ELGIN COURT	CLAYPOOL WAY	CUL-DE-SAC	Slurry and crack seal
2026	8	FOX HILLS DR	OAK AVENUE	SAGINAW WAY	Slurry and crack seal

Anticipated Construction Year (initiate)	Area ID (Neighborhood Areas; Arterial streets referred to as 12)	Street Name	Beginning Location	End Location	Recommendations
2026	8	GLEN TREE DRIVE	CHIPMUNK WAY	OLD AUBURN ROAD	Slurry and crack seal
2026	8	GREENLAND COURT	SUN TERRACE WAY	CUL-DE-SAC	Slurry and crack seal
2026	8	JOSHUA COURT	FOX HILL DRIVE	CUL-DE-SAC	Slurry and crack seal
2026	8	KEYESPORT WAY	WINTERGREEN DRIVE	CLAYPOOL WAY	Slurry and crack seal
2026	8	KYLE COURT	FOX HILL DRIVE	CUL-DE-SAC	Slurry and crack seal
2026	8	LAURALYN WAY	AUBURN WOODS DIVE	WOODDALE WAY	Slurry and crack seal
2026	8	LIN OAK WAY	MCCONNEL DRIVE	WOODDALE WAY	Slurry and crack seal
2026	8	OLIVINE AVE	WACHTEL WAY	OAK AVE	
2026	8	OPHELIA COURT	WOODDALE WAY	CUL-DE-SAC	Slurry and crack seal
2026	8	PHOEBE WAY	TALBOT WAY	END (N)	Slurry and crack seal
2026	8	RUNYON COURT	SMOLEY WAY	CUL-DE-SAC	Slurry and crack seal
2026	8	SAGINAW WAY	SOQUEL	FOX HILL DRIVE	Slurry and crack seal
2026	8	SILVER ROCK COURT	TALBOT WAY	CUL-DE-SAC	Slurry and crack seal
2026	8	SMOLEY WAY	VILLA OAK DRIVE	END (N)	Slurry and crack seal
2026	8	SOQUEL WAY	OLD AUBURN ROAD	OLD AUBURN ROAD	Slurry and crack seal
2026	8	ST. JEANNE WAY	ST. PHILOMENA WAY	END	Slurry and crack seal
2026	8	SUN TERRACE WAY	VILLA OAK DRIVE	CLAYPOOL WAY	Slurry and crack seal
2026	8	SUNLAND CT	SUN TERRACE WAY	CUL-DE-SAC	Slurry and crack seal
2026	8	TALBOT WAY	PHOEBE WAY	END (S)	Slurry and crack seal
2026	8	TERRALAND COURT	SUN TERRACE WAY	CUL-DE-SAC	Slurry and crack seal
2026	8	THETHYS WAY	PHOEBE WAY	PHOEBE WAY	Slurry and crack seal
2026	8	TOMKI WAY	SOQUEL	END (E)	Slurry and crack seal
2026	8	VILLA OAK DRIVE	FAIR OAKS BLVD	OLIVINE AVENUE	Slurry and crack seal
2026	8	WAPITI PLACE	SAGINAW WAY	CUL-DE-SAC	Slurry and crack seal
2026	8	WEDDELL COURT	TALBOT WAY	CUL-DE-SAC	Slurry and crack seal
2026	8	WETZEL COURT	CLAYPOOL WAY	CUL-DE-SAC	Slurry and crack seal
2026	8	WOODDALE WAY	LIN OAK WAY	OLD AUBURN BLVD	Slurry and crack seal
2026	12	GREENBACK LANE	DEWEY DRIVE	BIRDCAGE STREET	Multilayer
2026	12	SAN JUAN AVE	GREENBACK LANE	SPICER DRIVE	Multilayer (pending grant status)
2026	12	SYLVAN ROAD/SAN JUAN AVE	AUBURN/SYLVAN CORNERS	GREENBACK LANE	Multilayer
2027	9	ALMA MESA WAY	DANA BUTTE WAY	DANA BUTTE WAY	Slurry and crack seal
2027	9	ALMA MESA WAY	SAN COSME DRIVE	CUL-DE-SAC	Slurry and crack seal
2027	9	BAUGH COURT	HOOPES DRIVE	CUL-DE-SAC	Slurry and crack seal
2027	9	CAMEL ROCK WAY	HOOPES DRIVE	SAN COSME DRIVE	Slurry and crack seal
2027	9	CAMMERAY DRIVE	POULSON STREET	COPPERWOOD DRIVE	Slurry and crack seal
2027	9	COPPERWOOD DRIVE	CANELO HILLS DRIVE	FAIR OAKS BLVD	Slurry and crack seal
2027	9	DANA BUTTE WAY	CANELO HILLS DRIVE	SINGLE WAY	Slurry and crack seal
2027	9	ESCALANTE WAY	CAMEL ROCK WAY	COPPERWOOD DRIVE	Slurry and crack seal
2027	9	HERSHBERGER COURT	CANELO HILLS DRIVE	CUL-DE-SAC	Slurry and crack seal
2027	9	HOOPES DRIVE	CANELO HILLS DRIVE	COPPERWOOD DRIVE	Slurry and crack seal

Anticipated Construction Year (initiate)	Area ID (Neighborhood Areas; Arterial streets referred to as 12)	Street Name	Beginning Location	End Location	Recommendations
2027	9	MCCLUNG DRIVE	COPPERWOOD DRIVE	COPPERWOOD DRIVE	Slurry and crack seal
2027	9	OCONEE COURT	SAN COSME DRIVE	END (S)	Slurry and crack seal
2027	9	POULSON STREET	HOOPES DRIVE	CAMMERAY DRIVE	Slurry and crack seal
2027	9	SAN COSME DRIVE	CANELO HILLS DRIVE	FAIR OAKS BLVD	Slurry and crack seal
2027	9	SINGLE WAY	SAN COSME DRIVE	OAK AVENUE	Slurry and crack seal
2027	10	ALYSSA COURT	HEATHERINGTON WAY	CUL-DE-SAC	Slurry and crack seal
2027	10	APTOS CIRCLE	RICONADA DRIVE	RICONADA DRIVE	Slurry and crack seal
2027	10	AWAY WAY	MARIPOSA AVENUE	MARIPOSA GLEN WAY	Slurry and crack seal
2027	10	BEAUPRE WAY	MUIRWOOD WAY	MUIRWOOD WAY	Slurry and crack seal
2027	10	CHALLIS COURT	MARIPOSA GLEN WAY	CUL-DE-SAC	Slurry and crack seal
2027	10	CHULA VISTA DRIVE	MARIPOSA AVENUE	MARIPOSA AVENUE	Slurry and crack seal
2027	10	DUDLEY STREET	PRINCE STREET	PRINCE STREET	Slurry and crack seal
2027	10	ELZA COURT	HEATHERINGTON WAY	CUL-DE-SAC	Slurry and crack seal
2027	10	FELICITER WAY	MAUANA WAY	SAN SIMEON WAY	Slurry and crack seal
2027	10	GLENACRE WAY	MARIPOSA AVE	END (W)	Slurry and crack seal
2027	10	HEATHERINGTON WAY	MARIPOSA AVENUE	SAN STEFANO STREET	Slurry and crack seal
2027	10	KLIMECKI COURT	BEAUPRE WAY	CUL-DE-SAC	Slurry and crack seal
2027	10	LIALANA WAY	MUIRWOOD WAY	SAYONARA DRIVE	Slurry and crack seal
2027	10	LIALANA WAY	SAYONARA DRIVE	CUL-DE-SAC	Slurry and crack seal
2027	10	MARIPOSA COVE COURT	ROSA VISTA	CUL-DE-SAC	Slurry and crack seal
2027	10	MARIPOSA GLEN WAY	MARIPOSA AVENUE	CUL-DE-SAC	Slurry and crack seal
2027	10	MAUANA WAY	SAYONARA DRIVE	END	Slurry and crack seal
2027	10	MAUANA WAY	MARIPOSA GLEN WAY	SAYONARA DRIVE	Slurry and crack seal
2027	10	MITCHELL COURT	MARIPOSA AVENUE	CUL-DE-SAC	Slurry and crack seal
2027	10	MUIRWOOD WAY	BEADRE WAY	CUL-DE-SAC	Slurry and crack seal
2027	10	NORDIC COURT	AWAY WAY	CUL-DE-SAC	Slurry and crack seal
2027	10	PRINCE STREET	MARIPOSA AVENUE	DUDLEY STREET	Slurry and crack seal
2027	10	RICONADA DRIVE	HIGHLAND AVENUE	END (S)	Slurry and crack seal
2027	10	ROSA VISTA AVENUE	MARIPOSA AVENUE	END	Slurry and crack seal
2027	10	SAN STEFANO STREET	SAN SIMEON WAY	HEATHERINGTON WAY	Slurry and crack seal
2027	10	SANTA CATARINA WAY	END (S)	SAN STEFANO STREET	Slurry and crack seal
2027	10	TERRA WAY	MAUANA WAY	SAN SIMEON WAY	Slurry and crack seal
2027	10	VERHOVEN COURT	LIALANA WAY	CUL-DE-SAC	Slurry and crack seal
2027	11	ALMADEN WAY	MADISON AVE (W)	ALTA VISTA LANE	Slurry and crack seal
2027	11	ALTA VISTA LANE	END (W)	CELINE DRIVE	Slurry and crack seal
2027	11	BLOOM WAY	PRIMROSE DRIVE	LONGWOOD WAY	Slurry and crack seal
2027	11	BRITTANY WAY	NORTHRIDGE	YEOMAN WAY	Slurry and crack seal
2027	11	CEDAR CREEK WAY	WILLOW CREEK DRIVE	END (S)	Slurry and crack seal
2027	11	CHESHIRE WAY	VICEROY WAY	NORTHRIDGE	Slurry and crack seal
2027	11	COTSWALD WAY	VICEROY WAY	VICEROY WAY	Slurry and crack seal

Anticipated Construction Year (initiate)	Area ID (Neighborhood Areas; Arterial streets referred to as 12)	Street Name	Beginning Location	End Location	Recommendations
2027	11	CYPRESS POINT DRIVE	ALTA VISTA LANE	KINGSWOOD DRIVE	Slurry and crack seal
2027	11	DENIO WAY	END (W)	PATTERSON LANE	Slurry and crack seal
2027	11	DORAL COURT	CYPRESS POINT DRIVE	END	Slurry and crack seal
2027	11	DOWN WAY	NORTHEAST CIRCLE	EASTGATE AVENUE	Slurry and crack seal
2027	11	EASTGATE AVENUE	MARIPOSA AVE	END (W)	Slurry and crack seal
2027	11	EASTGATE AVENUE	SOUTHGROVE	MARIPOSA AVE	Slurry and crack seal
2027	11	ENVOY WAY	NORTHRIDGE	END (E)	Slurry and crack seal
2027	11	FARMHOUSE COURT	FARMGATE WAY	CUL-DE-SAC	Slurry and crack seal
2027	11	GALWAY COURT	LIMERICK WAY	CUL-DE-SAC	Slurry and crack seal
2027	11	GITTA RIA COURT	TREECREST AVENUE	CUL-DE-SAC	Slurry and crack seal
2027	11	GREENGLEN AVENUE	HIGHVIEW	CUL-DE-SAC	Slurry and crack seal
2027	11	HIGHVIEW	MADISON AVE (W)	KALAMAZOO DRIVE	Slurry and crack seal
2027	11	KENSINGTON DRIVE	MARIPOSA AVENUE	PRIMROSE	Slurry and crack seal
2027	11	KINGSWOOD DRIVE	END	UPLANDS	Slurry and crack seal
2027	11	KINGSWOOD DRIVE	BIRDCAGE STREET	SUNRISE BLVD	Slurry and crack seal
2027	11	LIMERICK WAY	FARMGATE WAY	MARIPOSA AVENUE	Slurry and crack seal
2027	11	LONGWOOD WAY	KENSINGTON DRIVE	KINGSWOOD DRIVE	Slurry and crack seal
2027	11	LUCKY LANE	FARMGATE WAY	END (W)	Slurry and crack seal
2027	11	MADLINE WAY	RIDDIO STREET	OUR WAY	Slurry and crack seal
2027	11	MARSALA COURT	ALTA VISTA LANE	CUL-DE-SAC	Slurry and crack seal
2027	11	MIKE ARTHUR COURT	ALTA VISTA LANE	CUL-DE-SAC	Slurry and crack seal
2027	11	NORTH RIDGE DRIVE	MARIPOSA AVENUE	END (E)	Slurry and crack seal
2027	11	NORTHEAST CIRCLE	MARIPOSA AVENUE	MARIPOSA AVENUE	Slurry and crack seal
2027	11	NORTHLEA WAY	SAN JUAN AVENUE	WESTGATE DRIVE	Slurry and crack seal
2027	11	OUR WAY	FARMGATE WAY	MADLINE WAY	Slurry and crack seal
2027	11	OUR WAY	RIDDIO STREET	END (W)	Slurry and crack seal
2027	11	PATTERSON LANE	GREENBACK LANE	END (S)	Slurry and crack seal
2027	11	PEBBLE BEACH DRIVE	SUNRISE BLVD	KINGSWOOD DRIVE	Slurry and crack seal
2027	11	RANCH AVENUE	END (N)	END (S)	Slurry and crack seal
2027	11	RIDDIO STREET	FARMGATE WAY	OUR WAY	Slurry and crack seal
2027	11	RITA LOU WAY	MARIPOSA AVENUE	DENIO WAY	Slurry and crack seal
2027	11	SAGITARIUS WAY	EASTGATE AVENUE	END (S)	Slurry and crack seal
2027	11	SAWGRASS CIRCLE	KINGSWOOD DRIVE	KINGSWOOD DRIVE	Slurry and crack seal
2027	11	SKYCREST COURT	NORTHLEA WAY	CUL-DE-SAC	Slurry and crack seal
2027	11	SKYLINE COURT	WESTGATE DRIVE	CUL-DE-SAC	Slurry and crack seal
2027	11	SOUTHGROVE DRIVE	FARMGATE WAY	WELLS AVENUE	Slurry and crack seal
2027	11	SOUTHVIEW COURT	EASTGATE AVENUE	CUL-DE-SAC	Slurry and crack seal
2027	11	SUNRISE VISTA DRIVE	SUNRISE EAST DRIVE	GREENBACK LANE	Slurry and crack seal
2027	11	TIPPERARY WAY	FARMGATE WAY	LIMERICK WAY	Slurry and crack seal
2027	11	TREECREST AVENUE	CELINE DRIVE	END (E)	Slurry and crack seal

Anticipated Construction Year (initiate)	Area ID (Neighborhood Areas; Arterial streets referred to as 12)	Street Name	Beginning Location	End Location	Recommendations
2027	11	TREMWELL WAY	FARMGATE WAY	CUL-DE-SAC	Slurry and crack seal
2027	11	UPLANDS WAY	MADISON AVE (W)	SUNRISE BLVD	Slurry and crack seal
2027	11	VICEROY WAY	NORTHRIDGE	END (E)	Slurry and crack seal
2027	11	WELLS AVENUE	SOUTHGROVE DRIVE	SAN JUAN AVENUE	Slurry and crack seal
2027	11	WESTGATE DRIVE	SAN JUAN AVENUE	FARMGATE WAY	Slurry and crack seal
2027	11	WILDWOOD WAY	PRIMROSE DRIVE	UPLANDS WAY	Slurry and crack seal
2027	11	WILLOW CREEK DRIVE	SAN JUAN AVENUE	END (S)	Slurry and crack seal
2027	11	WIND WAY	KINGSWOOD DRIVE	WILDWOOD WAY	Slurry and crack seal
2027	11	YEOMAN WAY	ENVOY WAY	FARMGATE WAY	Slurry and crack seal
2027	12	AUBURN BLVD	AUBURN/SYLVAN CORNERS	GREENBACK LANE	Slurry and crack seal
2027	12	AUBURN BLVD	GREENBACK LANE	MANZANITA AVE	Slurry and crack seal

2025 112 Streets/segments  
 2026 117 Streets/segments  
 2027 101 Streets/segments



# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT MEMORANDUM

**DATE:** December 14, 2023

**TO:** Mayor and City Council Members  
Ashley J. Feeney, City Manager

**FROM:** Ryan Jones, City Attorney  
Alex Turcotte, Chief of Police

**SUBJECT:** **Ordinance of the City Council of the City of Citrus Heights Amending Citrus Heights Municipal Code Chapter 94 – Traffic and Vehicles, Article VI. – Pedestrians, Sections 94-416 to 94-440**

### **Summary and Recommendation**

Staff recommends the City Council introduce for a First Reading, read by title only, and waive the full reading of Ordinance No. 2023-\_\_\_\_ An Ordinance of the City Council of the City of Citrus Heights Amending Citrus Heights Municipal Code Chapter 94 – Traffic and Vehicles, Article VI. – Pedestrians, Sections 94-416 to 94-440.

If Council passes this motion, this proposed ordinance will be scheduled for second reading and adoption at the Council meeting of January 11, 2024, with an effective date 30 days thereafter.

### **City Council Strategic Goal / Objective**

This staff report aligns with the following Citrus Heights City Council Strategic Plan Objectives:

Goal: Preserve & Enhance Public Safety

### **Fiscal Impact**

There is no fiscal impact associated with this action.

### **Background and Analysis**

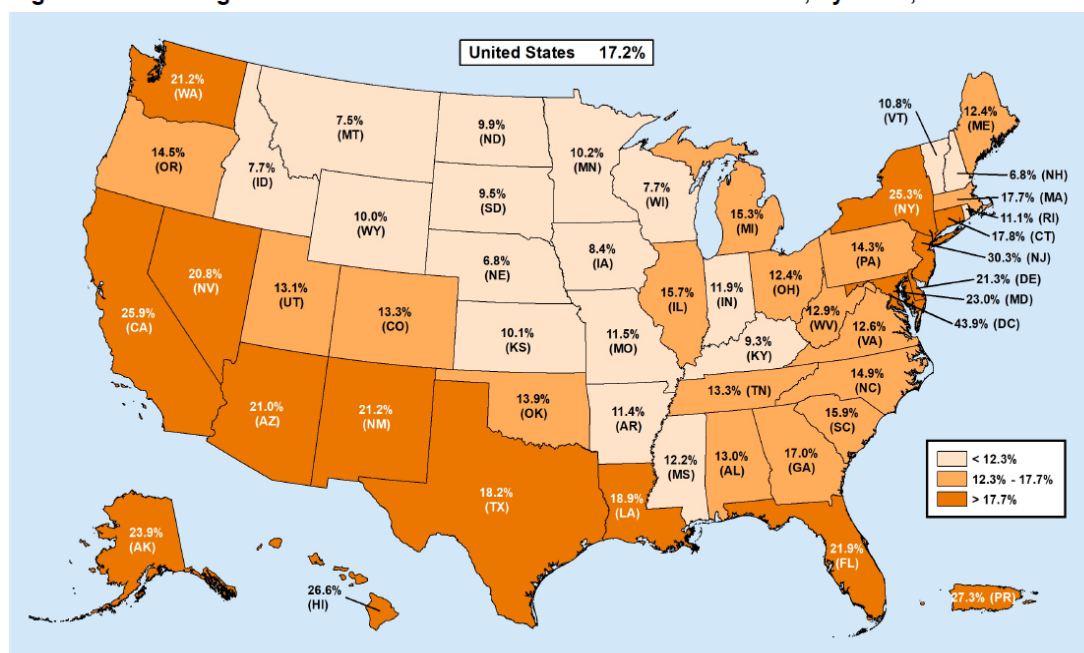
The City Council, in its effort to understand and evaluate the risks of death and injury to pedestrians due to encounters with vehicles upon the roadways, turned to the traffic data and pedestrian safety data provided by the federal and state governments, as well as the regional and local agencies near Citrus Heights.

According to the National Highway Traffic Safety Administration (NHTSA), 42,939 people died in motor vehicle crashes in 2021. Per the Traffic Safety Facts Annual Report Tables from the Fatality Analysis Reporting System (FARS), as of 2021, there has been an increase of over 52% in nonoccupant fatality and injury rates in the decade preceding 2021. “In 2021 there were 7,388 pedestrians killed in traffic crashes, a 12.5-percent increase from the 6,565 pedestrian fatalities in 2020. This is a 40-year high (since 1981 when 7,837 pedestrians died in traffic crashes). In 2021 there were an estimated 60,577 pedestrians injured in traffic crashes, an 11-percent increase from 54,771 pedestrians injured in 2020. On average, a pedestrian was killed every 71 minutes and injured every 9 minutes in traffic crashes in 2021. [That means approximately 20 pedestrians die each day and 142 pedestrians die in a week because of traffic crashes.] Pedestrian deaths accounted for 17 percent of all traffic fatalities and 2 percent of all people injured in traffic crashes in 2021. In 2021 fifteen percent of the children 14 and younger killed in traffic crashes were pedestrians.” (National Center for Statistics and Analysis. (2023, June). Pedestrians: 2021 data (Traffic Safety Facts. Report No. DOT HS 813 458). National Highway Traffic Safety Administration; viewable online at

[https://crashstats.nhtsa.dot.gov/Api/Public/ViewPublication/813458#:~:text=In%202021%20there%20were%20an,54%2C771%20pedestrians%20injured%20in%202020.&text=On%20average%2C%20a%20pedestrian%20was,in%20traffic%20crashes%20in%202021\).](https://crashstats.nhtsa.dot.gov/Api/Public/ViewPublication/813458#:~:text=In%202021%20there%20were%20an,54%2C771%20pedestrians%20injured%20in%202020.&text=On%20average%2C%20a%20pedestrian%20was,in%20traffic%20crashes%20in%202021).)

The NHTSA data shows that in actual numbers, “[t]he number of pedestrian fatalities was highest in California (1,108), followed by Florida and Texas (817 each).” *Id.* at p. 10. The same report also shows that California has the 4th highest percentage of total traffic fatalities who were pedestrians nationwide.

**Figure 3. Percentages of Total Traffic Fatalities Who Were Pedestrians, by State, 2021**



Source: FARS 2021 ARF

Table 7 presents numbers of total and pedestrian fatalities, the percentage of total fatalities who were pedestrians, population, and the fatality rates per 100,000 population for pedestrian fatalities for each State and the District of Columbia in 2021. Also included in Table 7 is Puerto Rico, which is not included in the overall U.S. total.



The most recently published data at <https://cdan.dot.gov/tsftables/tsfar.htm#> from NHTSA on its Traffic Safety Facts Annual Report Tables – Table 116 shows California was ranked as the 9th deadliest state for pedestrian fatalities per 100,000 residents as compared with other states in the United States Department of Transportation Ranking of State Pedestrian Fatality Rates. This is also reflected in the Traffic Safety Facts. Report No. DOT HS 813 458, Table 7, excerpted below:

**Table 7. Total and Pedestrian Fatalities in Traffic Crashes, and Pedestrian Fatality Rates, by State, 2021**

State	Total Fatalities	Pedestrian Fatalities		Population	Pedestrian Fatality Rate per 100,000 Population
		Number	Percentage of Total Fatalities		
...					
California	4,285	1,108	25.9%	39,237,836	2.82
...					
<b>U.S. Total</b>	<b>42,939</b>	<b>7,388</b>	<b>17.2%</b>	<b>331,893,745</b>	<b>2.23</b>

Sources: FARS 2021 ARF; Population – Census Bureau

**Table 116  
Ranking of State Pedestrian Fatality Rates, 2021**

Rank	State	Pedestrians Killed	Population	Pedestrian Fatality Rate per 100,000 Population
...				
9	California	1,108	39,237,836	2.82
...				

Sources: FARS 2021 ARF; Population-Census Bureau

National Highway Traffic Safety Administration's Traffic Safety Facts Annual Report, generated 11/27/2023 at 1:24 AM

The California Office of Traffic Safety (OTS) reported “Quick Stats” for 2021:

- Traffic fatalities have increased approximately 7.6% from 3,980 in 2020 to 4,285 in 2021.
- Pedestrian fatalities increased 9.4% from 1,013 in 2020 to 1,108 in 2021.

(<https://www.ots.ca.gov/ots-and-traffic-safety/score-card/>)

In its 2022 Annual Report, the OTS reported:

- “Traffic fatalities are a public health and safety concern. Nationally, traffic fatalities increased 6.8 percent – from 36,355 fatalities in 2019 to 38,824 fatalities in 2020, the largest number since 2007. A projection of traffic fatalities for 2021 shows that an estimated 42,915 people died in motor vehicle traffic crashes nationwide. This represents an increase of about 10.5 percent as compared to 38,824 fatalities reported in 2020. For the first half of 2022, traffic fatalities are estimated at 20,175. This represents an increase of about 0.5 percent as compared to the 20,070 reported in the first half of 2021.” (p. 8)
- The 5-year rolling average in 2020 based on the most recent data available was 970, the highest of the five-year period since 2016. (p.28)
- Percentages of pedestrian fatalities increased from the 2019 base year to 2020. (p. 42)

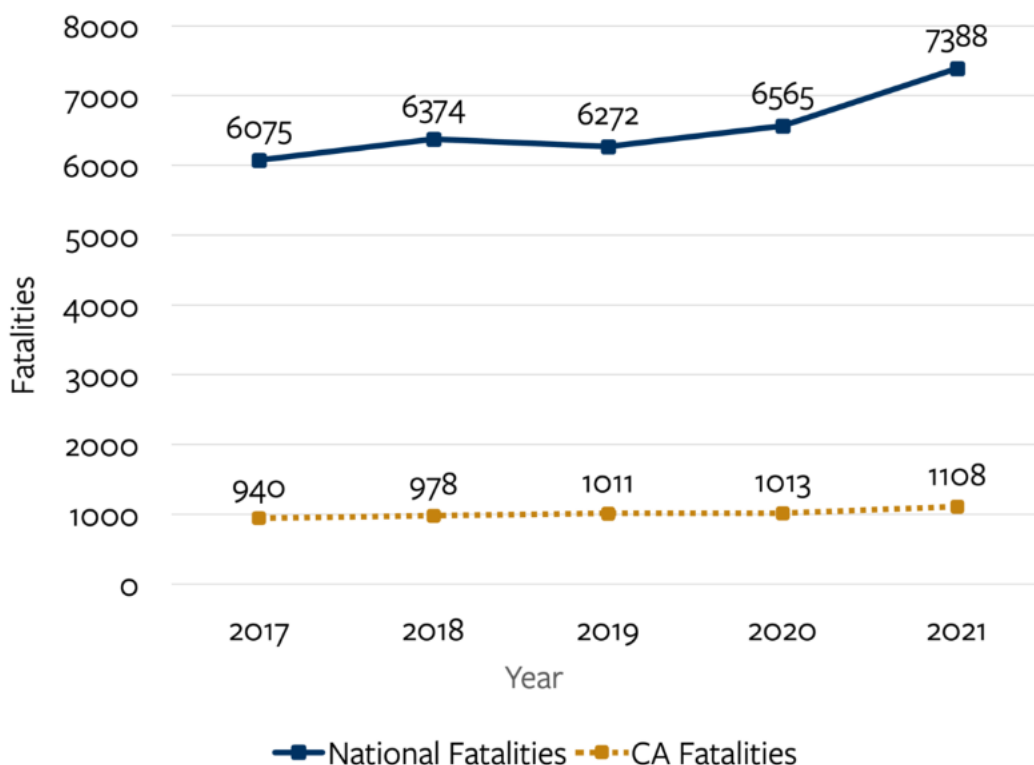


- There were 10,251 pedestrian injuries in 2021, trending up from 10,111 in 2020. (p. 49)
- In every category of deaths and injuries in grant-funded program goals, results, and activities related to pedestrian and bicycle safety, there were increases in the number of pedestrians killed or injured. (p. 72)

<https://www.ots.ca.gov/wp-content/uploads/sites/67/2023/02/FY-2022-Annual-Report-Final-Remediated.pdf>

According to the 2023 SafeTREC Fact Sheets and data for pedestrian safety posted at <https://safetrec.berkeley.edu/2023-safetrec-traffic-safety-facts-pedestrian-safety>, 17% of nationwide fatalities were pedestrian (total 42,939), and 26% of California fatalities were pedestrian (total 4,285). In the decade starting 2011 and ending 2021, pedestrian fatalities increased by 65.8 percent.

#### PEDESTRIAN FATALITY TRENDS NATIONWIDE AND IN CALIFORNIA FROM 2017 TO 2021



Data source: Fatality Analysis Reporting System (FARS) 2017 – 2020 Final File & 2021 ARF

<https://safetrec.berkeley.edu/2023-safetrec-traffic-safety-facts-pedestrian-safety>

In the California Highway Safety Plan 2023 report, Sacramento County was included in the state's list of counties with the highest numbers of pedestrian fatalities and serious injuries (p. 92).

[https://www.ots.ca.gov/wp-content/uploads/sites/67/2022/11/CA\\_FY23\\_HSP.pdf?emrc=63d1bf6bba15a](https://www.ots.ca.gov/wp-content/uploads/sites/67/2022/11/CA_FY23_HSP.pdf?emrc=63d1bf6bba15a)

A review of the incident data from the Citrus Heights Police Department and the City Engineer reveals a year-to-date total of 22 pedestrian-vehicle collisions on the streets of the City of Citrus Heights as of the end of October 2023. Projecting this information to an annual estimate, it is estimated that approximately 26-27 pedestrians will be hit by a car during the 2023 calendar year while on the City's public rights of way. There is a very real and serious risk to the safety and welfare of the public and a need to take action to reduce this risk and make city roadways safer for all pedestrians. Based on the above information, staff believes that it has a compelling interest to recommend the City Council adopt the proposed Ordinance in an effort to lower that risk of death and serious injury to each and every pedestrian on the public rights of way within city limits.

A study entitled "Impact Speed and a Pedestrian's Risk of Severe Injury or Death" evaluated the risks of injury and death with correlated speed of a vehicle upon impact. "Results show that the average risk of severe injury for a pedestrian struck by a vehicle reaches 10% at an impact speed of 16 mph, 25% at 23 mph, 50% at 31 mph, 75% at 39 mph, and 90% at 46 mph. The average risk of death for a pedestrian reaches 10% at an impact speed of 23 mph, 25% at 32 mph, 50% at 42 mph, 75% at 50 mph, and 90% at 58 mph."

(<https://aaaafoundation.org/impact-speed-pedestrians-risk-severe-injury-death/#:~:text=Results%20show%20that%20the%20average,and%2090%25%20at%2046%20mph.>), citing Tefft, B.C. (2011). Impact Speed and a Pedestrian's Risk of Severe Injury or Death (Technical Report). Washington, D.C.: AAA Foundation for Traffic Safety). The study acknowledged that risks of death and injury vary by age. Additionally, an older study from a decade prior to Tefft's study showed that risk of a fatality reaches 5% at an estimated impact speed of 30 km/h (18.6 mph), 10% at 37 km/h (22.99 mph), 50% at 59 km/h (36.66), 75% at 69 km/h (42.87) and 90% at 80 km/h (49.7 mph). See Science Direct - Accident Analysis & Prevention, The Relationship Between Impact Speed and The Probability of Pedestrian Fatality During a Vehicle-Pedestrian Crash: A Systematic Review and Meta-Analysis (2019). In both, studies show that a pedestrian struck by a vehicle going between 36.66 and 42 mph is more likely than not to die from that impact. Based on the above information, staff recommends the City Council adopt the proposed Ordinance in an effort to protect all pedestrians in Citrus Heights from being injured or killed by an encounter.

Based on all of the above data and in an effort to tailor the restrictions to specifically address the highest risks of pedestrian deaths and serious injuries at specific locations of the city's streets and rights of way, the acts of sitting, standing, lying down, or stopping of pedestrians in or on the streets/roadways, on aprons (also called driveway apron or approach), driveways, medians, and intersections when it is not a momentary or temporary pause while in the course of crossing at locations where the vehicle speed limit is 30 mph or greater will be prohibited.

The City Council's adoption of this ordinance is not a "project" pursuant to Public Resources Code Section 210065, the provisions of the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000 et seq.) and State CEQA Guidelines (Section 1500 et seq., Title 14 of the California Code of Regulations), and is exempt from the provisions

of CEQA pursuant to Guidelines Sections 1561(b)(3) (because it can be seen with certainty that the adoption of this Ordinance will not have an effect on the environment) and 15321 (enforcement actions by regulatory agencies).

**Attachment**

1. Ordinance of the City Council of the City of Citrus Heights Amending Citrus Heights Municipal Code Chapter 94 – Traffic and Vehicles, Article VI. – Pedestrians, Sections 94-416 to 94-440.

**ORDINANCE NO. 2023-\_\_\_\_\_****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS AMENDING CITRUS HEIGHTS MUNICIPAL CODE CHAPTER 94 – TRAFFIC AND VEHICLES, ARTICLE VI. – PEDESTRIANS, SECTIONS 94-416 TO 94-440**

**WHEREAS**, the City of Citrus Heights, pursuant to its police power, may adopt regulations to protect the health, safety, and welfare of the public (California Constitution Article XI, Section 7; California Government Code Section 37100);

**WHEREAS**, pedestrian fatalities in the United States have increased 77% from 2010 to 2021, increased 12.5% just from 2020 to 2021, and accounted for 17% of all traffic fatalities nationwide in 2021, according to the 2021 U.S. Department of Transportation - National Highway Traffic Safety Administration (NHTSA) Quick Facts Sheet and the Governor's Highway Safety Association (GHSA)'s 2022 Preliminary Data Report;

**WHEREAS**, the most recent data available from the NHTSA show that California had the highest number of pedestrian fatalities in the entire nation in 2021 and the California Office of Traffic Safety (OTS) score card reported there was a 9.4% increase in pedestrian fatalities in 2021 from 2020;

**WHEREAS**, "Pedestrian Violation" was the most common primary crash factor in pedestrian crashes in 2021 constituting 51.2%, followed by pedestrian right of way and unsafe speed accounting for 16.0 and 8.2 percent respectively, according to the California Office of Traffic Safety 2023 Report;

**WHEREAS**, the number of pedestrian-motor vehicle fatalities within the immediate area of Citrus Heights, in Sacramento County, have increased over the past decade, almost doubling in number;

**WHEREAS**, the California Highway Safety Plan 2023 report included Sacramento County in the state's list of counties with the highest numbers of pedestrian fatalities and serious injuries;

**WHEREAS**, during the current year-to-date, Citrus Heights Police Department reported 22 collisions between vehicles and pedestrians, with 15 of them resulting in reported injuries;

**WHEREAS**, data from multiple studies of vehicle impact speed and pedestrian injury or death show that when pedestrians are struck by a vehicle at a higher impact speed results in corresponding higher risk of serious injuries and death;

**WHEREAS**, based on the above reports, many of the reported pedestrian fatalities occurred at intersections, roadsides/shoulders, parking lanes/zones, bicycle lanes, sidewalks, medians/crossing islands, driveway accesses;

**WHEREAS**, the City Council has considered the above information provided by the NHTSA, GHSA, CA OTS, and finds there is a compelling interest to protect all pedestrians within Citrus Heights from the risks of death and serious injury resulting from colliding with vehicles by

reducing the number of pedestrian-vehicle encounters resulting in death or serious injury to pedestrians in the public right-of-way;

**WHEREAS**, the City Council desires to narrowly tailor the ordinance to specifically address the riskiest actions of pedestrians contributing to or causing collisions with vehicles such as sitting, standing, lying down, or stopping of pedestrians when it is not a momentary or temporary pause while in the course of crossing;

**WHEREAS**, the City Council desires to narrowly tailor the ordinance to apply to the locations where pedestrians are at highest risk to die or suffer serious injuries when struck by vehicles, such as in or on streets/roadways meant for vehicular travel, driveways, aprons (also called driveway apron or approach), and medians at or adjacent to where the vehicle speed limit is 30 mph or greater;

**WHEREAS**, this ordinance only prohibits the time place and manner of occupation of certain high risk locations of the public right of way while permitting the use of remaining public rights of way for expressive conduct;

**WHEREAS**, the Citrus Heights Police Department will enforce the provisions of this ordinance in a fair and unbiased way, to all persons regardless of the reason any individual is engaging in the proscribed actions;

**WHEREAS**, with the input of the Chief of Police and the City Engineer, the City Attorney has drafted an Ordinance of the City of Citrus Heights to address the same; and

**WHEREAS**, California Vehicle Code Section 22520.5 states that no person shall solicit, display, sell, offer for sale, or otherwise vend or attempt to vend any merchandise while being wholly or partially within the right of way of any freeway, including on ramp, off ramp, or shoulder in the right of way, or any roadway or adjacent shoulder within 500 ft. of a freeway off ramp or on ramp, or any sidewalk within 500 ft. of a freeway off ramp or on ramp when vending or attempting to vend to vehicular traffic;

**WHEREAS**, California Vehicle Code Section 22520.5(b) permits local authorities to adopt additional requirements for the public safety regulating the type of vending and the time, place, and manner of vending from vehicles upon any street;

**WHEREAS**, California Penal Code Section 647(c) prohibits individuals from accosting another person in any public place or in any place open to the public for the purpose of begging or soliciting alms and classified these acts of disorderly conduct as a misdemeanor; and

**WHEREAS**, the action being considered by the City Council is an administrative activity of government which will not result in a direct or indirect physical change in the environment;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS ORDAINS AS FOLLOWS:**

**SECTION 1. Declaration of Intent.**

The purpose of this ordinance is to find there is a compelling interest to protect all pedestrians within Citrus Heights from the risks of death and serious injury resulting from colliding with vehicles by reducing the number of pedestrian-vehicle encounters resulting in death or serious injury to pedestrians in the public right-of-way while simultaneously honoring the rights of its residents under First Amendment of the U.S. Constitution and Article I, Section 2 of the California Constitution.

**SECTION 2. Amendment of Citrus Heights Code Section 94-416.**

**SECS. 94-416. – RESERVED.**

**SECTION 3. Amendment of Citrus Heights Code Section 94-417.**

The Citrus Heights Code is hereby amended to add Section 94-417, as follows:

Sec. 94-417. – Standing, Sitting, or Lying Down in Driveway or Driveway Aprons Adjacent to Roadways.

No person shall stand, sit, or lie down in or on a driveway or a driveway apron adjacent to a roadway in such a manner as to hinder or impede the free movement of other pedestrians or vehicles upon the driveway or driveway apron for a period longer than necessary to enter, exit, or cross over the driveway or driveway apron.

As used in this section, a “driveway” means an access point or opening to a roadway that permits ingress and/or egress by vehicles.

As used in this section, a “driveway apron” means the section of the driveway that meets the road. It extends beyond and over any sidewalk (if present) or parkway (if present) and into the roadway.

**SECTION 4. Amendment of Citrus Heights Code Section 94-418.**

The Citrus Heights Code is hereby amended to add Section 94-418, as follows:

Sec. 94-418. – Pedestrian Safety; Use of Medians.

1. It is unlawful for any person to stop, sit, stand, or lay down on a median for any other purpose other than to legally cross the street where the vehicular speed limit is 30 miles per hour or higher.
2. It is unlawful for any person to stop, stand, sit, or lay down on, on any median that is located on any roadway with a posted speed limit of 30 mph or greater except as a temporary refuge while legally crossing or in an emergency for any period longer than necessary to cross safely.
3. This prohibits pedestrians from stopping, standing, sitting, or lying down on a median at any roadway listed in Section 94-106 of the Citrus Heights Municipal Code with a speed limit of 30mph or higher.
4. This section does not apply to the following:

- a. Police officers, peace officers and parking enforcement personnel of the police department or parking department and fire department personnel while performing office duties of the city.
  - b. Employees or contractors for the city or other individuals authorized by the city to perform construction or maintenance work on city streets or rights-of-way, while performing construction or maintenance work on the street provided proper traffic control is employed by said workers.
  - c. Any individual responding to an emergency in the street.
5. As used in this section, “median” means the area between opposing lanes of traffic, excluding turn lanes, and may appear as raised islands or pavement markings, created to separate the opposing directional lanes of vehicular traffic.

#### **SECTION 5. Amendment of Citrus Heights Code Section 94- 419.**

The Citrus Heights Code is hereby amended to add Section 94-419, as follows:

Sec. 94-419. – Penalty.

Any person who violates the provisions of this section may be subject to any of the following legal enforcement remedy, including but not limited to: criminal prosecution of a misdemeanor or infraction, civil action, including injunctive relief, administrative enforcement actions, including administrative citation, and/or revocation of a use permit, if applicable. These remedies shall be in addition to any other remedy authorized by law.

#### **SECTION 6. Amendment of Citrus Heights Code Sections 94-420 – 94-440.**

The Citrus Heights Code is hereby amended to reserve Sections 94-420 – 94-440, as follows:

Secs. 94-420-440. – Reserved.

#### **SECTION 7. CEQA.**

The action being considered by the City Council is an administrative activity of government that will not result in a direct or indirect physical change in the environment. The City Council finds pursuant to the provisions of the California Environmental Quality Act (“CEQA”) (California Public Resources Code Section 21000 et seq.) and State CEQA Guidelines (Section 1500 et seq., Title 14 of the California Code of Regulations) and determines that this Ordinance is not a “project” pursuant to Public Resources Code Section 210065, and that it is exempt from the provisions of CEQA pursuant to Guidelines Sections 15061(b)(3) (because it can be seen with certainty that the adoption of this Ordinance will not have an effect on the environment) and 15321 (enforcement actions by regulatory agencies);

#### **SECTION 8. Severability of provisions.**

The provisions of this ordinance are severable. If any section, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 9. Effective Date and Notice.**

This ordinance shall take effect thirty (30) days after its adoption, provided it is published in full or in summary within fifteen (15) days of its adoption, in a newspaper of general circulation published and circulated in the City of Citrus Heights.

**SECTION 10. Ordinance Introduced at Regular Meeting.**

This Ordinance was introduced at a regular meeting of the City Council held on December 14, 2023.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights at a regular meeting held on this 11<sup>th</sup> day of January 2024, by the following vote:

**AYES:** Council Members:  
**NOES:** Council Members:  
**ABSENT:** Council Members:  
**ABSTAIN:** Council Members:

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**Tim Schaefer, Mayor**

**ATTEST:**

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**Amy Van, City Clerk**





# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT MEMORANDUM

**DATE:** December 14, 2023

**TO:** Mayor and City Council Members  
Ashley J. Feeney, City Manager

**FROM:** Jason Russo, Police Commander  
Ryan Jones, City Attorney

**SUBJECT:** Citrus Heights Ordinance Amending Municipal Code Chapter 74  
“Solid Waste” Relating to Illegal Dumping

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### Summary and Recommendation

The Citrus Heights Municipal Code was originally sourced by utilizing the Sacramento County Codes when the City incorporated in 1997. Under Section 1-21 General Penalty, any violation of the municipal code is a misdemeanor unless by provision it is made an infraction. While some specific sections provide penalty as infractions, or administrative and civil actions, there are several inconsistent penalty sections in different chapters of the Municipal Code. The purpose of the amendment to the Solid Waste Ordinance is to help update and bring the Enforcement and Penalties of Section 74 Solid Waste into uniformity and provide alternative avenues of accountability when misdemeanor prosecution is unlikely or not feasible.

Over the years, updates to certain municipal codes have provided language to allow certain violations to be prosecuted as misdemeanors, infractions, or via administrative civil action. Changes in legislation over the years as well as criminal prosecution thresholds have presented unique challenges to holding those accountable for committing lower level crimes such as violations of the Citrus Heights Municipal Code.

Consistent with “City of Citrus Heights Cares” campaign, and the City’s desire to reduce blight, bring safety, security, and economic development, some additional modifications to the municipal code will provide additional avenues to ensure we can effectively hold those accountable for violating our Citrus Heights Municipal Code. Certain areas of the City and the Business Districts have been experiencing illegal dumping. This blight causes hardships for property owners, and can be difficult to prosecute without properly identifying the responsible person. This modification will provide the option to enforce certain violations to an infraction or a civil action, rather than just as a misdemeanor. This modification will provide clear penalties and a more flexible mechanism to address violations of the City’s municipal code.

We are proposing the addition of Section 74-9 Penalties in Solid Waste Article I Section 74 of the municipal code to be amended to the following:

**Sec. 74-9. - Penalties.**

Any person who violates any provision of this Chapter may be subject to any of the following legal enforcement remedies, including but not limited to: Criminal Prosecution of a misdemeanor or infraction, civil action, including but not limited to injunctive relief, administrative enforcement actions, including administrative citation, and/or revocation of a use permit, if applicable. These remedies shall be in addition to any other remedies authorized by law.

By amending this language in this section of the Citrus Heights Municipal Code, it provides alternative options to enforce violations as infractions or administrative action when appropriate.

Staff recommends the City Council move to introduce for a First Reading, read by title only, and waive the full reading of Ordinance No. 2023-\_\_\_\_ An Ordinance of the City Council of the City of Citrus Heights Amending Citrus Heights Municipal Code Chapter 74 – “Solid Waste” Relating to Illegal Dumping.

**Attachment:**

- (1) Ordinance No. 2023-\_\_\_\_ Amending Citrus Heights Municipal Code Chapter 74 – Solid Waste

**ORDINANCE NO. 2023-\_\_****AN ORDINANCE OF THE CITY OF CITRUS HEIGHTS AMENDING CITRUS HEIGHTS MUNICIPAL CODE CHAPTER 74 – “SOLID WASTE” RELATING TO ILLEGAL DUMPING**

The City Council of the City of Citrus Heights does ordain as follows:

The provisions of Chapter 74 of the City of Citrus Heights Code are amended, as follows:

**SECTION 1. Amendment.** Section 74-9 of the Citrus Heights Code is hereby added to read as set forth below:

Sec. 74-9. - Penalties.

Any person who violates any provision of this Chapter may be subject to any of the following legal enforcement remedies, including but not limited to: Criminal Prosecution of a misdemeanor or infraction, civil action, including but not limited to injunctive relief, administrative enforcement actions, including administrative citation, and/or revocation of a use permit, if applicable. These remedies shall be in addition to any other remedies authorized by law.

**SECTION 4. Severability.** If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 5. Effective Date and Notice.** This ordinance shall take effect thirty (30) days after its adoption, provided it is published in full or in summary within fifteen (15) days of its adoption, in a newspaper of general circulation published and circulated in the City of Citrus Heights.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights this \_\_\_\_ day of \_\_\_\_ 2023 by the following vote:

<b>AYES:</b>	<b>Council Members:</b>
<b>NOES:</b>	<b>Council Members:</b>
<b>ABSENT:</b>	<b>Council Members:</b>
<b>ABSTAIN:</b>	<b>Council Members:</b>

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**Tim Schaefer, Mayor**

**ATTEST:**

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**Amy Van, City Clerk**