



**AGENDA
CITY OF CITRUS HEIGHTS CITY COUNCIL
7:00 PM REGULAR MEETING**

PLEASE NOTE: In order to minimize the spread of the COVID 19 virus, Governor Newsom has issued Executive Orders that temporarily suspend some requirements of the Brown Act. Please be advised that the Council Chambers are closed to the public and that some, or all, Council Members may attend City Council meetings telephonically or otherwise electronically. The meeting will be held via webcast with **NO PHYSICAL LOCATION FOR PUBLIC ATTENDANCE.**

If you wish to make a public comment, please submit your comment via email to cityclerk@citrusheights.net or by completion of an online Speaker Card at <https://www.citrusheights.net/FormCenter/City-Council-Meetings-Speaker-Card-30>. Each comment will be read aloud by the City Clerk for up to five minutes.

You are strongly encouraged to observe the City Council meetings on television live on Metro Cable 14, the government affairs channel on the Comcast, Consolidated Communications, and AT&T U-Verse cable systems and replayed on the following Monday at 9:00 a.m.

Alternatively, members of the public can view the City Council meeting live webcast at <https://www.citrusheights.net/673/Live-City-Council-Meeting-Webcasts>.

The Agenda for this meeting of the City Council for the City of Citrus Heights was posted at Citrus Heights City Hall, 6360 Fountain Square Drive, Citrus Heights, CA before the close of business at 5:00 p.m. on the Friday preceding the meeting.

If you need a disability-related modification or accommodation, to participate in this meeting, please contact the City Clerk's Office 916-725-2448, cityclerk@citrusheights.net, or City Hall 6360 Fountain Square Drive at least 48 hours prior to the meeting. TDD: California Relay Service 7-1-1.

March 26, 2020 City Council Meeting Agenda Packet (PDF)

Documents:

[3-26-20 AGENDA PACKET.PDF](#)

CALL REGULAR MEETING TO ORDER

1. Flag Salute
2. Roll Call: Council Members: Bruins, Daniels, Middleton, Miller, Slowey
3. Video Statement

APPROVAL OF AGENDA

PRESENTATIONS

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

PUBLIC COMMENT

Under Government Code Section 54954.3, members of the audience may address the Council on any item of interest to the public and within the Council's purview, or on any Agenda Item before or during the Council's consideration of the Item. 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.

CONSENT CALENDAR

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

4. SUBJECT: Auburn Blvd Complete Streets Revitalization Project Phase 2 Federal Project CML 5475 (038), City PN 20-14-004 Award Of Contract For Final Design Services

STAFF REPORT: S. Hodgkins

RECOMMENDATION: Adopt Resolution No. 2020 - ____; A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement for Professional Services with Bennett Engineering Services, Inc. for the Auburn Boulevard Complete Streets Revitalization, Phase 2 Project

STRATEGIC PLANNING GOAL: Improve Streets and Infrastructure

5. SUBJECT: Initiate Proceedings For Mitchell Farms Annexation Into Landscape And Lighting Assessment District 03-01 As Zone 3

STAFF REPORT: S. Hodgkins / A. Flores

RECOMMENDATION: Staff Recommends the Council Adopt the Following Resolutions in the Order Listed:

a. Adopt Resolution No. 2020-____; A Resolution of the City Council of the City of Citrus Heights, California, to Initiate Proceedings Pursuant to the Landscaping and Lighting Act of 1972 to Annex the Mitchell Farms Subdivision into Landscape and Lighting Assessment District No. 03-01 As Zone 3

b. Adopt Resolution No. 2020-____; A Resolution of the City Council of the City of Citrus Heights, California, for the Intention to Levy and Collect Assessments for Fiscal Year 2020/2021 for Landscape and Lighting Assessment District No. 03-01, Zone 3

6. SUBJECT: Resolution Adopting A Side Letter Agreement With The Citrus Heights Police Employees Association Covering The Period Of October 1, 2018 Through September 30, 2021

STAFF REPORT: R. Rivera / M. Alejandrez / S. Neilson

RECOMMENDATION: Adopt Resolution No. 2020-____; A Resolution of the City Council of the City of Citrus Heights, California, Adopting a Side Letter Agreement with the Citrus Heights Police Employees Association

PUBLIC HEARINGS

7. SUBJECT: Consolidated Annual Performance Evaluation Report To The U.S. Department Of Housing And Urban Development On Program Year 2019 Community Development Block Grant Funds

STAFF REPORT: C. McDuffee / S. Cotter / N. Piva

RECOMMENDATION: Adopt Resolution No. 2020- ____; A Resolution of the City Council of the City of Citrus Heights, California, Approving the Consolidated Annual Performance Evaluation Report for Program Year 2019

REGULAR CALENDAR

8. SUBJECT: Adopting A Resolution Ratifying The Proclamation Declaring The Existence Of A Local Emergency Regarding Novel Coronavirus (COVID-19)
STAFF REPORT: C. Boyd
RECOMMENDATION: Adopt Resolution No. 2020-____; A Resolution of the City Council of the City of Citrus Heights, California, Ratifying the Proclamation Declaring the Existence of a Local Emergency
9. SUBJECT: Adopt Old Auburn Road Complete Streets Plan
STAFF REPORT: S. Hodgkins / L. Blomquist
RECOMMENDATION: Adopt Resolution No. 2020 - ____; A Resolution of the City Council of the City of Citrus Heights, California, Adopting the Old Auburn Road Complete Streets Plan
STRATEGIC PLANNING GOAL: Improve Streets and Infrastructure

DEPARTMENT REPORTS

CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS / FUTURE AGENDA ITEMS

ADJOURNMENT

**CITY OF CITRUS HEIGHTS
CITY COUNCIL
Regular Meeting of Thursday, March 26, 2020
Regular Meeting 7:00 p.m.**

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March 20, 2020



Amy Van, City Clerk

Please turn off all cellular phones while the City Council meeting is in session.

REGULAR MEETING 7:00 PM
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CALL REGULAR MEETING TO ORDER

1. Flag Salute
2. Roll Call: Council Members: Bruins, Daniels, Middleton, Miller, Slowey
3. Video Statement

APPROVAL OF AGENDA**PRESENTATIONS****COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES****PUBLIC COMMENT**

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ADJOURNMENT



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: March 26, 2020

TO: Mayor and City Council Members
Christopher W. Boyd, City Manager

FROM: Stuart Hodgkins, City Engineer

SUBJECT: **Auburn Blvd. Complete Streets Revitalization Project Phase 2**
Federal Project CML 5475 (038), City PN 20-14-004
Award of Contract for Final Design Services

Summary and Recommendation

On December 11, 2014, the City Council authorized an Agreement for Professional Services (Agreement) with Parsons Brinkerhoff to provide preliminary design and right-of-way acquisitions services for the Auburn Blvd. Complete Streets Revitalization Project Phase 2 (Project). Parsons Brinkerhoff has completed these preliminary engineering and right-of-way acquisition services and the City is now prepared to enter the final design phase of the Project.

The General Services Department circulated a Request for Proposals (RFP) for final design and public outreach services. In accordance with required Caltrans consultant selection procedures, Bennett Engineering Services, Inc. (BenEn), was selected as the top ranked consultant.

Staff recommends the City Council adopt Resolution No. 2020-____ A Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to execute a contract with Bennett Engineering Services, Inc., to provide professional services for the Auburn Blvd. Complete Streets Revitalization Project Phase 2.

Fiscal Impact

There is no fiscal impact to the General Fund associated with this action. The contract with BenEn is for an amount not to exceed \$1,282,358.00. Sufficient funding for the proposed services is included in the Fiscal Year 2019/2020 - 2020/2021 Budget and the 2019 – 2024 Capital Improvement Program. Funding will come from the sources as outlined in Table A.

The Consultant's proposal is based on the agreed upon scope of work. As design proceeds, unforeseen field conditions or additional regulatory requirements may necessitate additional services beyond the current scope. An addendum to the agreement may be required to

compensate the Consultant for any such additional services. Amendments for amounts less than 10% of the total contract price shall require prior written approval of the City Manager. Change orders for amounts equal to or greater than 10% of the total contract price shall require prior written approval of the City Council.

TABLE A

Funding Source	Funding Amount
SACOG Grant (390-734)	1,150,000
Roadway Impact (262-671)	120,000
Stormwater Utility Fund (209)	30,000
Total Final Design Funding	1,300,000

Background and Analysis

The Boulevard Plan, adopted in 2005, set the framework for developing the Auburn Boulevard Corridor from Sylvan Corners to the northern City limits. The Auburn Boulevard Project is reflected in the Capital Improvement Program and Strategic Goals set by City Council during their annual retreat. The Project was also the City's former Redevelopment Agency's number one priority since the inception of the Agency in 1997.

The Auburn Boulevard Project is one of the City's largest public works projects. Phase I of the Project accomplished a complete update of the corridor from Sylvan Corners to Rusch Park. Phase 1 was completed in 2014 at a cost of approximately \$20 million. Phase 2 of the Project will extend this vision of a safer, updated roadway with enhanced amenities for all users (pedestrians, bicyclists, and motorists) north to Orlando Avenue in Roseville.

The City initially received a grant from the Sacramento Area Council of Governments (SACOG) for preliminary design, environmental documentation and right-of-way acquisition in 2014. Parsons Brinkerhoff (PB), who was selected to perform this phase of the work, completed their services in 2018.

In October 2019, the City issued a Request for Proposals (RFP) seeking a qualified firm to provide the necessary final design services for the Project and on December 3, 2019, two proposals were received. The city used a qualifications based selection process consistent with Caltrans Local Assistance Procedures Manual, Chapter 10, which governs consultant selection. Interviews of both consultant teams were conducted in mid-December, 2019. Proposals and interviews were evaluated based on the criteria specified in the RFP. As a result of the process, staff found BenEn to be the most qualified consultant. They provided an in-depth and detailed proposal, introduced a highly qualified team and demonstrated a clear understanding of the work involved in the design and public outreach of the grant funded project.

Staff and the BenEn consultant team have fine-tuned the scope and cost for work associated with the Final Design phase of the project to ensure that the services provided meet the City's needs and that the work will be done cost effectively.

Attachments

- (1) Resolution No. 2020-_____ A Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to execute a contract with Bennett Engineering Services, Inc., to provide professional services for the Auburn Blvd Complete Streets Revitalization Project Phase 2.
- (2) Consulting Services Agreement between the City of Citrus Heights and Bennett Engineering Services, Inc., Auburn Blvd Complete Streets Revitalization Project Phase 2

RESOLUTION NO. 2020-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT
FOR PROFESSIONAL SERVICES WITH BENNETT ENGINEERING SERVICES, INC. FOR
THE AUBURN BOULEVARD COMPLETE STREETS REVITALIZATION, PHASE 2
PROJECT**

WHEREAS, in 2014 the City received a Sacramento Area Council of Governments Grant in the amount of \$3,541,200 (\$4,000,000 total project cost) for the preliminary engineering and right-of-way acquisition for the Auburn Blvd Complete Streets Revitalization Project Phase 2;

WHEREAS, in December 2014, the City entered into an agreement with Parsons Brinkerhoff to provide preliminary engineering and right-of-way acquisition services and these services were completed in 2018;

WHEREAS, Caltrans has authorized the City to proceed with the final design phase of the project;

WHEREAS, the city circulated a request for proposals and, in accordance with federal procedures for selection of the most qualified consultant, Bennett Engineering Services, Inc. was found to be the best qualified to provide the required services;

WHEREAS, the city now desires to enter into a Professional Services Contract with Bennett Engineering Services, Inc. in an amount not to exceed \$1,282,358.00; and

WHEREAS, the proposed professional services will be funded with Roadway Impact Fees (262-671), A Sacramento Area Council of Governments Grant (390-734) and the Stormwater Utility Fund (209).

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights, the City Manager is hereby authorized to execute a contract with Bennett Engineering Services, Inc., to provide professional services for the Auburn Blvd Complete Streets Revitalization Project Phase 2.

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 26th day of March, 2020, by the following vote, to wit:

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

Jeff Slowey, Mayor

ATTEST:

Amy Van, City Clerk

Note: Mark-ups are Not Allowed



Prime Consultant



Subconsultant



2nd Tier Subconsultant

Consultant: Bennett Engineering ServicesProject No. 20-14-004Contract No. Auburn Blvd Complete Streets Ph 2Date 1/23/2020**DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Principal Engineer	* Leo Rubio		425	\$ 84.00	\$ 35,700.00
Engineer IV	*Jorge Renteria		536	\$ 55.60	\$ 29,801.60
Engineer III	Staff		224	\$ 47.90	\$ 10,729.60
Engineer II	Staff		484	\$ 38.50	\$ 18,634.00
Engineer I	Staff		304	\$ 32.46	\$ 9,867.84
Designer III	Staff		596	\$ 42.36	\$ 25,246.56
Administration	Staff		150	\$ 36.00	\$ 5,400.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$135,379.60

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

\$ -

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 135,379.60**INDIRECT COSTS**d) Fringe Benefits (Rate: 84.98%)

e) Total Fringe Benefits [(c) x (d)] \$115,045.59

f) Overhead & G&A (Rate: 47.67%)

g) Overhead [(c) x (f)] \$ 64,535.47

h) General & Admin (Rate: 52.60%)

i) Gen & Admin [(c) x (h)] \$ 71,209.68

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 250,790.74**FIXED FEE****k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%** \$ 38,617.03**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Travel / Mileage - IRS Rate		mile		\$ 200.00
Reproduction / Binding				\$ 500.00
Postage / Delivery				\$ 120.00
Maps / Renderings				\$ 2,000.00

l) TOTAL OTHER DIRECT COSTS \$ 2,820.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: Dokken	\$ 320,309.40
Subconsultant 2: Bess Test Labs	\$ 62,466.10
Subconsultant 3: Callendar	\$ 93,005.42
Subconsultant 4: Interwest	\$ 57,513.22
Subconsultant 5: KMP Strategies	\$ 98,888.40
Subconsultant 6: Fehr & Peers	\$ 40,974.34
Subconsultant 7: Y&C	\$ 90,000.00
Subconsultant 8: Geocon	\$ 26,703.18
Subconsultant 9: Unico	\$ 64,890.99

m) TOTAL SUBCONSULTANTS' COSTS \$ 854,751.05**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ 857,571.05**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 1,282,358.42

1. 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.
2. 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 accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

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 Service
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 or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Leo Rubio

Title *: President

Signature: 

Date of Certification: 1/23/2020

Email: lrubio@ben-en.com

Phone number: 916-783-4100

Address: 1082 Sunrise Avenue, Suite 100 Roseville, CA 95661

* 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 the proposed contract:

Engineering services, underground utility coordination, public outreach

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

☐ 2nd Tier Subconsultant

Project Name Auburn Boulevard Complete Streets Revitalization Project Phase 2

Classification/Title	Name	Range	Hours	Actual Hr Rate	Total
Right of Way Manager	STAFF	\$55.00 - \$75.00	13	\$ 58.00	\$ 754.00
Senior Right of Way Agent	STAFF	\$40.00 - \$60.00	469	\$ 46.00	\$ 21,574.00
Right of Way Agent	STAFF	\$30.00 - \$45.00	0	\$ 34.00	\$ -
Right of Way Assistant	STAFF	\$15.00 - \$30.00	0	\$ 16.00	\$ -
Environmental Manager	STAFF	\$75.00 - \$95.00	13	\$ 90.00	\$ 1,170.00
Senior Environmental Planner	STAFF	\$45.00 - \$65.00	14	\$ 56.00	\$ 784.00
Associate Environmental Planner	STAFF	\$30.00 - \$50.00	76	\$ 38.00	\$ 2,888.00
Environmental Planner	STAFF	\$20.00 - \$40.00	28	\$ 34.00	\$ 952.00
Senior Engineer	STAFF	\$50.00 - \$90.00	176	\$ 55.00	\$ 9,680.00
Associate Engineer	STAFF	\$40.00 - \$65.00	545	\$ 46.00	\$ 25,070.00
Assistant Engineer	STAFF	\$30.00 - \$50.00	1254	\$ 33.00	\$ 41,382.00
Senior CAD	STAFF	\$40.00 - \$65.00	22	\$ 59.00	\$ 1,298.00
Engineering Technician	STAFF	\$20.00 - \$50.00	28	\$ 35.00	\$ 980.00
			2,638		

a) Subtotal Direct Labor Costs	\$ 106,532.00	
b) Anticipated Salary Increases	\$2,876.36	
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 109,408.36	

d) Fringe Benefits (Rate: <u>98.36%</u>)	c) Total Fringe Benefits [(c) x (d)]	\$ <u>107,614.07</u>
f) Overhead (Rate: <u>0.00%</u>)	g) Overhead [(c) x (f)]	\$ <u>-</u>
h) General and Administrative (Rate: <u>67.79%</u>)	i) Gen & Admin [(c) x (h)]	\$ <u>74,167.93</u>
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 181,782.00

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee	10%]	\$ 29,119.04
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<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
i) TOTAL OTHER DIRECT COSTS			\$	-

m) TOTAL SUBCONSULTANTS' COSTS	\$	-
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n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	\$	-
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TOTAL COST [(c) + (j) + (k) + (n)] \$ 320,309.40

1. 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.
2. 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 accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL 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 Year 1 Avg Hourly Rate
\$106,532.00	2,638	=	\$40.38	

1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$40.38	+	3.0%	=	\$41.60	Year 2 Avg Hourly Rate
Year 2	\$41.60	+	3.0%	=	\$42.84	Year 3 Avg Hourly Rate
Year 3	\$42.84	+	3.0%	=	\$44.13	Year 4 Avg Hourly Rate
Year 4	\$44.13	+	3.0%	=	\$45.45	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	10.0%	*	2,638	=	264	Estimated Hours Year 1
Year 2	90.0%	*	2,638	=	2374	Estimated Hours Year 2
Year 3	0.0%	*	2,638	=	0	Estimated Hours Year 3
Year 4	0.0%	*	2,638	=	0	Estimated Hours Year 4
Year 5	0.0%	*	2,638	=	0	Estimated Hours Year 5
Total	100.000%		Total	=	2,638	

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	\$40.38	*	264	=	\$10,653.20	Estimated Hours Year 1
Year 2	\$41.60	*	2374	=	\$98,755.16	Estimated Hours Year 2
Year 3	\$42.84	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$44.13	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$45.45	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$109,408.36	
	Direct Labor Subtotal before Escalation			=	\$106,532.00	
	Estimated total of Direct Labor Salary Increase			=	\$2,876.36	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the #
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
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 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](#) -
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 Subconsultant Certifying:

Name**:	<u>Richard T. Liptak, PE</u>	Title**:	<u>CEO</u>
Signature:	<u></u>	Date of Certification (mm/dd/yyyy):	<u>1/24/2020</u>
Email**:	<u>rliptak@dokkenengineering.com</u>	Phone Number:	<u>(916) 858-0642</u>
Address:	<u>110 Blue Ravine Road, Suite 200, Folsom, CA 95630-4713</u>		

**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 the proposed contract:

Professional engineering, right of way, and environmental services.

Exhibit 10-H1 Cost Proposal
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 SubconsultConsultant Bess Testlab, Inc.

Project No. _____

Contract No. _____

Date 3/12/2019**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Coordination	Michael Bohorquez	20	\$35.00	\$ 700.00
Filed Foreman	Tom Black*	64	\$30.54	\$ 1,954.56
Potholing Technician	Jose Bernal*	64	\$30.54	\$ 1,954.56
Potholing Technician	Roger Martinez	64	\$30.54	\$ 1,954.56
Surface Restoration	Sitia Filipono*	64	\$30.54	\$ 1,954.56
Traffic Control Technitian	Johnny Calderon*	64	\$30.54	\$ 1,954.56
Admin	Lyn Matumadi	10	\$30.00	\$ 300.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 10,772.80

b) Anticipated Salary Increases

\$ 161.59 (see Escalation Calc.)

c) **Total Direct Labor Costs [(a) + (b)] \$ 10,934.39****INDIRECT COSTS**d) Fringe Benefits (Rate: 27.64%)

e) Total Fringe Benefits [(c) x (d)] \$ 3,022.27

f) Overhead (Rate: 108.37%)

g) Overhead [(c) x (f)] \$ 11,849.60

h) General and Administrative (Rate: 49.41%)

i) Gen & Admin [(c) x (h)] \$ 5,402.68

j) **Total Indirect Costs [(e) + (g) + (i)] \$ 20,274.55****FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)]* fixed fee 13%] \$ 4,057.16****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mobilization/De-mobilization	2	Hr	\$200.00	\$ 400.00
Vacuum Excavator -Air	64	Hr	\$65.00	\$ 4,160.00
Per Diem	40	Hr	\$206.00	\$ 8,240.00
CDF Slurry Backfill	50	Qty	\$75.00	\$ 3,750.00
Hotpatch Material & Equipment	50	Qty	\$85.00	\$ 4,250.00
Traffic Control Truck w/ Arrow Board	64	Hr	\$25.00	\$ 1,600.00
Traffic Control Plans	6	Hr	\$300.00	\$ 1,800.00
Dump Fees	3	Hr	\$1,000.00	\$ 3,000.00

l) **TOTAL OTHER DIRECT COSTS \$ 27,200.00****m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:

\$

Subconsultant 2:

\$

(m) **TOTAL SUBCONSULTANTS' COSTS \$ -**(n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 27,200.00****TOTAL COST [(c) + (j) + (k) + (n)] \$ 62,466.10**

Note: Mark-ups are Not Allowed



Prime Consultant



Subconsultant



2nd Tier Subconsultant

Consultant: Callander Associates Landscape Architecture, Inc.

Project No. _____ Contract No. _____

Date 11/1/2019**DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual/Averaged Hourly Rate	Total
Principal	Ben Woodside		19	\$ 73.26	\$ 1,391.94
Associate	Dan Miller		168	\$ 54.20	\$ 9,105.60
Associate	Melissa Ruth		0	\$ 51.19	\$ -
Job Captain	To Be Determined	\$30-\$40	436	\$ 34.00	\$ 14,824.00
Designer 1	To Be Determined	\$28-\$32	114	\$ 30.00	\$ 3,420.00
Designer 2	To Be Determined	\$24-\$29	0	\$ 26.00	\$ -
Construction Manager	Shawn Sanfilippo		37	\$ 54.92	\$ 2,032.04
Project Administrator	Sonja Ditto		39	\$ 39.83	\$ 1,553.37

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 32,326.95
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 32,326.95

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>37.47%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ 12,112.91
f) Overhead & G&A (Rate: <u>120.00%</u>)	g) Overhead [(c) x (f)]	\$ 38,792.34
h) General & Admin (Rate: _____)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 50,905.25
FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: <u>10%</u>	\$ 8,323.22

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Printing/Reproduction		at cost	\$ 1,000.00	\$ 1,000.00
Postage/Delivery		at cost	\$ 200.00	\$ 200.00
Mileage		per IRS	\$ 250.00	\$ 250.00
Tolls/Parking		at cost		\$ -
				\$ -

l) TOTAL OTHER DIRECT COSTS \$ 1,450.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: _____

Subconsultant 2: _____

m) TOTAL SUBCONSULTANTS' COSTS \$ -**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 1,450.00****TOTAL COST [(c) + (j) + (k) + (n)] \$ 93,005.42**

1. 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.
2. 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 accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

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 Service
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 or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Benjamin W. Woodside Title *: Principal

Signature:  Date of Certification: 11/1/2019

Email: bwoodside@cavalleyoffice.com Phone number: 916.985.4366

Address: 12150 Tributary Point Drive, Suite 140, Gold River, CA 95670

* 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 the proposed contract:

Landscape Architecture Services

Note: Mark-ups are Not Allowed

☐ Prime Consultant

Subconsultant

☐ 2nd Tier Subconsultant

Consultant: Interwest Consulting Group

Project No. **20-14-004**

Contract No.

Date **1/16/2020**

DIRECT LABOR

[illegible]

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 14,133.30

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

\$ -

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]		\$ 14,133.30
--	--	---------------------

INDIRECT COSTS

d) Fringe Benefits (Rate: 47.48%)

e) Total Fringe Benefits [(c) x (d)] \$ 6,710.49

f) Overhead & G&A (Rate: 15.53%)

g) Overhead [(c) x (f)]	\$ 2,194.90
-------------------------	-------------

h) General & Admin	(Rate: 21.40%)
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i) Gen & Admin [(c) x (h)]	\$ 3,024.53
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j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$	11,929.92
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FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee:	\$	-
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I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Postage & Mileage at current Federal rate				\$ 250.00
Appraisals - Smith & Associates	6		\$ 4,000.00	\$ 24,000.00
Appraisal Reviews - Sierra West Valuation	6		\$ 1,200.00	\$ 7,200.00
				\$ -
				\$ -

I) TOTAL OTHER DIRECT COSTS	\$	31,450.00
-----------------------------	----	-----------

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	
Subconsultant 2:	
m) TOTAL SUBCONSULTANTS' COSTS	
\$	-
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	
\$	31,450.00
TOTAL COST [(c) + (j) + (k) + (n)]	
\$	57,513.22

1. 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.
2. 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 accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

Certification of Direct Costs:

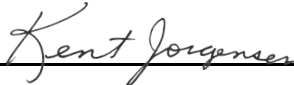
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

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 Service
6. 48 Ccode 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 or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	<u>Kent Jorgensen</u>	Title *:	<u>Director of Real Estate Services</u>
Signature:	<u></u>	Date of Certification:	<u>1/16/2020</u>
Email:	<u>kjorgensen@interwestgrp.com</u>	Phone number:	<u>(949) 299-5306</u>
Address:	<u>9300 W. Stockton Blvd., Suite 105, Elk Grove, CA 95758</u>		

* 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 the proposed contract:

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier Sub 2nd Tier SubconsultantConsultant: KMP Strategies, LLC

Project No. _____ Contract No. _____

Date 11/15/2019**DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Partner	Sarah Modeste*		275	\$ 77.50	\$ 21,312.50
Project Manager	Noah Painter*		100	\$ 65.91	\$ 6,591.00
Project Assistant	Chelsea Kennedy		350	\$ 40.91	\$ 14,318.50

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 42,222.00

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

\$ -

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 42,222.00**INDIRECT COSTS**d) Fringe Benefits (Rate: 29.00%)

e) Total Fringe Benefits [(c) x (d)] \$ 12,244.38

f) Overhead & G&A (Rate: 71.00%)

g) Overhead [(c) x (f)] \$ 29,977.62

h) General & Admin (Rate: _____)

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

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 42,222.00**FIXED FEE****k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%** \$ 8,444.40**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
graphic design, open house boards and printing	1	1.00	\$ 6,000.00	\$ 6,000.00
				\$ -
				\$ -
				\$ -
				\$ -

l) TOTAL OTHER DIRECT COSTS \$ 6,000.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: _____

Subconsultant 2: _____

m) TOTAL SUBCONSULTANTS' COSTS \$ -**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ 6,000.00**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 98,888.40

1. 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.
2. 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 accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

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 Service
6. 48 Ccode 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 or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _____

Title *: _____

Signature: _____

Date of Certification: _____

Email: _____

Phone number: _____

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 the proposed contract:

--

EXHIBIT 10-H COST PROPOSAL 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

Consultant: Fehr & Peers
 Project No. _____
 Direct Labor _____

Prime Consultant ☒ Subconsultant ☐
 Contract No. TBD

Date: _____ 2nd Tier Subconsultant
11/26/2019

Classification/Title	Name	Hours	Actual Hourly Rate	Hourly Rate Ranges	Total
Principal	John Gard	32.0	\$107.21		\$3,430.72
Senior Associate	Adrian Engel	16.0	\$64.90		\$1,038.40
Engineer/Planner	Rebecca Shafer	160.0	\$37.50		\$6,000.00
Senior Project Accountant	Marin Baker	8.0	\$34.62		\$276.96
Senior Project Coordinator	JoLynn Souto	16.0	\$35.10		\$561.60
Technician	William Edmonson	32.0	\$31.73		\$1,015.36
Total		264.0			\$12,323.04

LABOR COSTS

a) Subtotal Direct Labor Costs \$12,323.04
 b) Anticipated Salary Increases _____
 c) **TOTAL DIRECT LABOR COSTS [(a)+(b)]** \$12,323.04

INDIRECT COSTS

d) Fringe Benefits (Rate): 72.84% e) Total Fringe Benefits [(c) × (d)] \$8,976.10
 f) Overhead (Rate): 99.07% g) Overhead [(c) × (f)] \$12,208.44
 h) General and Administrative (Rate): _____ i) Gen & Admin [(c) × (h)] _____
 j) **TOTAL INDIRECT COSTS [(e)+(g)+(i)]** \$21,184.54

TOTAL FIXED PROFIT

FIXED FEE k) [(c) + (j)] × Fixed Fee 10% \$3,350.76

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description	Quantity	Unit	Unit Cost	Total
Travel/Mileage Costs (supported by Consultant actual cost)	200	per mile	\$0.58	\$116.00
Equipment Rental and Supplies (itemize)		See attached		
Permit Fees (itemize), Plan Sheets (each), Test Holes (each), etc.		each		
Traffic Counts	1	each	\$4,000.00	\$4,000.00

l) TOTAL OTHER DIRECT COSTS \$4,116.00

m) **SUBCONSULTANT'S COSTS (add additional pages if necessary)**

Subconsultant 1: _____
 Subconsultant 2: _____
 Subconsultant 3: _____
 Tier Subconsultant 4: _____

m) TOTAL 2nd TIER SUBCONSULTANT'S COSTS _____

n) TOTAL OTHER DIRECT COSTS INCLUDING 2nd TIER SUBCONSULTANTS [(l) + (m)] \$4,116.00

TOTAL COST [(c) + (j) + (k) + (n)] \$40,974.34

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 cognized agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

Note: Mark-ups are Not Allowed



Prime Consultant



Subconsultant



2nd Tier Subconsultant

Consultant: Y&C Transportation Consultants, Inc.Project No. 20-14-004Contract No. Auburn Blvd Complete Streets Ph 2Date 01/16/2020**DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Engineer XII	Daniel Yau*	\$93 - \$105	56	\$ 99.68	\$ 5,582.08
Engineer XI	Kin Chan*	\$80 - \$93	127	\$ 92.18	\$ 11,706.86
Engineer VII	Ernesto Casillas	\$60 - \$65	113	\$ 63.00	\$ 7,119.00
Engineer VI	Meng Yang	\$52 - \$60	117	\$ 55.00	\$ 6,435.00
Engineer II	Randy Tun	\$31.50 - \$35	142	\$ 32.00	\$ 4,544.00
Engineer I	Shannon Liao	\$28 - \$31.50	144	\$ 31.00	\$ 4,464.00
Technician V	Dennis Dunn	\$60 - \$80	50	\$ 75.00	\$ 3,750.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 43,600.94

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

\$ -

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 43,600.94**INDIRECT COSTS**d) Fringe Benefits (Rate: 51.98%)

e) Total Fringe Benefits [(c) x (d)] \$ 22,663.77

f) Overhead & G&A (Rate: 35.44%)

g) Overhead [(c) x (f)] \$ 15,452.17

h) General & Admin (Rate:)

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

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 38,115.94**FIXED FEE****k) TOTAL FIXED FEE [(c) + (j)] x fixed fee:** 10% \$ 8,171.69**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Auto Mileage	140	mile	\$ 0.575	\$ 80.50
Express Mail	1	each	\$ 30.93	\$ 30.93
				\$ -
				\$ -
				\$ -

l) TOTAL OTHER DIRECT COSTS \$ 111.43**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: _____

Subconsultant 2: _____

m) TOTAL SUBCONSULTANTS' COSTS \$ -**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ 111.43**TOTAL COST [(c) + (j) + (k) + (n)]** \$ **90,000.00**

1. 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.
2. 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 accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

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 Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

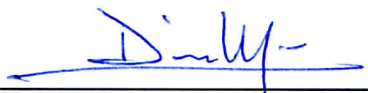
All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

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

Prime Consultant or Subconsultant Certifying:

Name: Daniel Yau

Title *: President

Signature: 

Date of Certification: 01/16/2020

Email: dyau@yctransportation.com

Phone number: (916) 366-8000 x 305

Address: 3250 Ramos Circle, Sacramento, CA 95827

* 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 the proposed contract:

Prepare plans, specifications, and cost estimates for electrical items.

Note: Mark-ups are Not Allowed



Prime Consultant



Subconsultant



2nd Tier Subconsultant

Consultant: Geocon Consultants, Inc.

Project No. _____

Contract No. _____

Date 10/30/2019**DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Principal Engineer	Zorne	N/A	4	\$ 65.00	\$ 260.00
Senior Engineer	Staff	\$40-\$60	8	\$ 52.50	\$ 420.00
Senior Project Engineer	Staff	\$35-\$55	0	\$ 45.00	\$ -
Project Engineer	Staff	\$30-\$45	8	\$ 37.50	\$ 300.00
Senior Staff Engineer	Staff	\$25-\$35	30	\$ 28.00	\$ 840.00
Staff Engineer	Staff	\$20-\$30	8	\$ 25.00	\$ 200.00
Drafting	Staff	\$35-\$45	6	\$ 41.50	\$ 249.00
Word Processing	Staff	\$15-\$30	4	\$ 27.50	\$ 110.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 2,379.00

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

\$ -

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 2,379.00**INDIRECT COSTS**

d) Fringe Benefits (Rate: 35.65%)

e) Total Fringe Benefits [(c) x (d)] \$ 848.11

f) Overhead & G&A (Rate: 74.00%)

g) Overhead [(c) x (f)] \$ 1,760.46

h) General & Admin (Rate: 69.16%)

i) Gen & Admin [(c) x (h)] \$ 1,645.32

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 4,253.89**FIXED FEE****k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%** \$ 663.29**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Drilling Subcontractor	1	Est	\$ 4,000.00	\$ 4,000.00
Traffic Control	1	Est	\$ 1,850.00	\$ 1,850.00
Lab Testing (see attached)	1	Est	\$ 3,707.00	\$ 3,707.00
HMA Borehole Patching per City Detail (Optional)	1	Est	\$ 9,850.00	\$ 9,850.00
				\$ -

Includes Traffic Control, 2'x2' sawcut, and re-pave with HMA*l) TOTAL OTHER DIRECT COSTS** \$ 19,407.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: _____

Subconsultant 2: _____

m) TOTAL SUBCONSULTANTS' COSTS \$ -**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ 19,407.00**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 26,703.18

1. 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.
2. 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 accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

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 Service
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 or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Jeremy Zorne, PE, GE Title *: Vice President/Senior Engineer

Signature:  Date of Certification: 10/31/2019

Email: zorne@geoconinc.com Phone number: 916.852.9118

Address: 3160 Gold Valley Drive, Suite 800, Rancho Cordova, CA 95742

* 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 the proposed contract:

Geotechnical and materials testing



110 BLUE RAVINE RD – SUITE 101
 Folsom, CA 95630
 916-900-6623
 www.unicoengineering.com

UNICO ENGINEERING

Bennett

City of Citrus Heights - Auburn Boulevard Complete Street Reivtalization

COST PROPOSAL

Task 1 - Right of Way Services

<u>Name</u>	<u>Role</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>	
Ryan Thompson	Land Surveyor	24	\$54.00	\$1,296.00	
Loran Wagener	Drafter	24	\$34.00	\$816.00	
Rob Markes	Survey Manager	4	\$70.00	\$280.00	
				TOTAL - Direct LaborTask 1	\$2,392.00

Task 2 - PS&E for Street and Utility

<u>Name</u>	<u>Role</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>	
Tim Pringle	Party Chief (PW)	74	\$67.50	\$4,995.00	
Tony Perez	Rodman (PW)	74	\$64.38	\$4,764.12	
Loran Wagener	Drafter	60	\$34.00	\$2,040.00	
Rob Markes	Survey Manager	8	\$70.00	\$560.00	
				TOTAL - Direct LaborTask 2	\$12,359.12

Task 3 - Constructability Reviews and Construction Schedule

<u>Name</u>	<u>Role</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>	
Justyn Webster	Resident Engineer	60	\$70.00	\$4,200.00	
Talina Barajas	Resident Engineer	60	\$60.00	\$3,600.00	
TBD	Inspector	40	\$58.00	\$2,320.00	
				TOTAL - Direct LaborTask 3	\$10,120.00

Total Direct Labor \$24,871.12

OVERHEAD RATE 137.19% **TOTAL - Indirect Labor** \$34,120.69

FEE 10.00% **TOTAL - Fee** \$5,899.18

TOTAL UNICO Engineering **\$64,890.99**

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 Service
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 or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Cesar Montes de Oca Title *: President

Signature:  Date of Certification: 10/30/2019

Email: cesar@unicoengineering.com Phone number: 916-900-6623

Address: 110 Blue Ravine Rd. Ste 101, Folsom CA 95630

* 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 the proposed contract:

Land Surveying Services

ATTACHMENT 2

Scope of Work

To complete the construction design plans for Phase 2 of the Citrus Heights Auburn Boulevard Complete Streets Revitalization Project, the Project Team is proposing the following Scope of Work:

TASK 1. Project Management

Our Project Manager and Team members will be proactive in management of all task work and will work with City's staff to assure a successful delivery of this project.

Subtask 1.1. Meetings, Field Review, and Project Coordination

BEN|EN, in coordination with City Project Manager, will develop the Project Development Team (PDT) with representatives from subconsultants and appropriate City staff. **BEN|EN** will setup and facilitate all PDT, interagency, field review, and other project related meetings and coordination. Assume 1 PDT meeting per month.
Deliverables: Meeting agendas, minutes, and sign-in-sheets

Subtask 1.2. Project Schedule

BEN|EN will provide a project schedule, using Microsoft Project, showing the activities and milestones outlined in our project scope. The schedule will be refined and maintained on a regular basis and as decisions are made throughout the life of the project.

Deliverables: Schedule in pdf and Microsoft Project format

Subtask 1.3. Agency Coordination

BEN|EN will coordinate with, City of Roseville, San Juan Unified School District, Sunrise Recreation and Park District, Sacramento Metropolitan Fire Department, Citrus Heights Police Department, Caltrans, utility purveyors, environmental agencies, and other stake holders. The Project Team will inform the City Project Manager of all coordination efforts with outside agencies prior to any meeting with an outside agency or organization. Any comments arising from stake holder will be discussed with City prior to incorporating onto plans or specifications.
Deliverables: Meeting agendas, minutes, and sign-in-sheets

Subtask 1.4. Monthly Invoices and Status Reports

A draft status report will be submitted for City approval prior to submittal of the first invoice. **BEN|EN** will prepare and submit monthly invoices and status reports to the City. The status reports will include project tasks completed, deliverables submitted and budget expenditures for that month invoice. Invoices will include employee rates, expenses per task, and a copy of any subconsultant invoices.

Deliverables: Draft status report, monthly invoices, status reports

Subtask 1.5. Quality Control Plan

BEN|EN will prepare a quality control plan – utilizing both our existing internal controls and the guidelines as set by the City, and we will provide technical resources necessary to ensure that deliverables are complete, and that they meet the City's requirements. Reviews will be conducted by experienced staff not directly involved with the design or preparation of the deliverables. The review will be documented using a review form indicating the reviewer name, date of review, and the resolution of any comments. This task includes providing quality control reviews for the 65%, 95%, and Final PS&E submittals.

Deliverables: Quality Control review forms

TASK 2. Public Outreach and Engagement

Subtask 2.1. Gateway Feature Engagement

Following internal (staff/elected) agreement of key features, and once initial concepts are developed, KMP will schedule up to 5 presentations of options to focused groups (Chamber, Rotary, ABBA, REACH Areas 2 & 6, etc.). A short online survey will be developed to compliment the in-person meetings.

Draft Concept Drawings

CALA then will prepare illustrative concept plan drawings and up to three (3) photo realistic cross sections, to illustrate improvements, impacts to adjacent residents, existing trees or features to remain if applicable, and opportunities for tree plantings, lighting, special pedestrian pavement, street furnishing and gateway feature placement and related improvements.

Draft Materials and Beautification Exhibits

CALA will prepare up to two (2) materials and inspiration image boards to identify proposed materials, amenities, light fixtures, and potential beautification strategies to supplement the concept plan.

Draft Gateway Design Concept Alternatives

Based on information derived from Boulevard Plan and discussions with City staff, CALA will prepare draft gateway treatment alternatives exhibits, which are anticipated to include the following:

- Gateway Alternative Plans: Prepare three (3) alternative gateway concept enlargement plans to illustrate a range of solutions. Plans to be color rendered and labeled.
- Gateway Alternative Elevations: Prepare up to three (3) concept alternative illustrative elevations to illustrate vertical scale and materials. Elevations to be computer rendered.
- Design 3D Visualization: Prepare up to (2) two perspective views of each gateway concept alternative of preferred gateway design illustrating the proposed design content.

Final Concept Drawings

Based upon community feedback proceed to refine illustrative concept plan, cross sections, material and inspiration boards and a single preferred gateway alternative plan.

City Council Meeting

Prepare for, attend and participate in a single City Council Meeting to review input obtained to date, the preferred design plan, and to obtain feedback.

Deliverables: Engagement meetings feedback summaries, Concept Strip Maps, up to 3 photo realistic cross-sections, up to 2 materials and inspirational image boards, up to 3 Gateway Design Concepts Exhibits, up to 3 alternative illustrative elevations, up to two (2) 3D perspective views of the Gateway alternative plan, Survey results, and meeting minutes.

Assumptions: City will facilitate the venue for Gateway Feature Engagement Meetings, Five (5) Gateway Feature Engagement Meetings

Subtask 2.2. Property Owner Engagement Meetings

A dedicated project-specific email address (OldAuburnCS@CitrusHeights.net) and phone number will serve as the primary point of contact for the project and will be established in coordination with City IT staff. KMP will respond to voicemails and emails within two business days and enter information into a database. When necessary, KMP will also meet with impacted businesses and ABBA to keep them engaged and their concerns addressed.

BEN|EN will prepare up to ten (10) Property Owner Exhibits to demonstrate the impacts to individual property owners, in support of engagement meeting and ROW coordination meetings. Our team will also prepare for, attend and participate in up to five (5) property owner meetings throughout the process to discuss project impacts and opportunities with key stakeholders identified by the City. **BEN|EN** to provide meeting agendas, summaries, and PowerPoint presentations. CALA will provide support, review and edit presentations, and provide project graphics.

Deliverables: Ten (10) Property Owner Exhibits

Assumptions: 40 calls/emails per month, Five (5) Property Owner Engagement Meetings

TASK 3. Right of Way Services

Subtask 3.1. Plats and Legals (as needed)

UNICO will review the current boundary and right of way files. UNICO will work with design team and City to finalize acquisition needs on 6 remaining parcels requiring acquisition and prepare plats and legal descriptions as needed. Plats and legal descriptions may be prepared for right of way, easements and/or temporary construction easements (TCE) depending on project needs.

Deliverables: Draft and Final Signed Plats and Legal Descriptions

Assumptions: 12 plats and legal descriptions will be required for the remaining parcels.

Subtask 3.2. Permit to Enter Coordination

BEN|EN will prepare exhibits calling out generic work to be performed on property to facilitate the Permit to Enter (PTE) process with the City, assume up to 30 exhibits

Deliverables: PTE Exhibits with generic language without line work on exhibit.

Assumptions: Each parcel with a driveway facing Auburn Boulevard will require PTE for conform. City to obtain PTE from property owners.

Subtask 3.3. Appraisals and Right of Way Acquisition

Update Appraisal

Interwest will update the appraisals and summary of value statements, and complete the appraisal reports. Upon completion of the appraisal, the appraiser will complete a Summary of Just Compensation report to establish the highest and best use valuation.

Right of Way Acquisition Update

Interwest will update the offer letter and all of the associated documents, conduct negotiations for the acquisition of each parcel, provide the city with written recommendations and support documentation for all counter offers, provide liaison duties between the City and property owners, document contact with property owners and/or their representatives.

Deliverables: Updated Appraisal Reports, ROW Acquisition support

Assumptions: City will provide the preliminary title reports (PTR)

Subtask 3.4. Right of Way Certification

Interwest will prepare the Right of Way Certification per the Caltrans Local Assistance Procedures Manual.

Deliverables: Caltrans Exhibit 13-B Right of Way Certification

TASK 4. Technical Memoranda, Reports, and Additional Site Investigations

Subtask 4.1. Review Previous Draft Traffic Memorandum

Fehr & Peers will collect updated peak period traffic counts at up to four previously analyzed intersections along Auburn Boulevard. Fehr & Peers will also collect updated traffic counts at up to five previously analyzed driveways or mid-block locations.

Twenty-four hour roadway counts will also be collected for the Auburn Boulevard between Rusch Park and Twin Oaks Avenue, as well as between Twin Oaks Avenue and Whyte Avenue. These counts will be collected when schools are in session and weather conditions are clear and dry. Intersection turning movements will include heavy vehicle, bicycle, and pedestrian counts. Additionally, Fehr and Peers will gather signal timing data for signalized study intersections and collision data (for the last three years) within the study area from City of Citrus Heights.

Fehr & Peers will then reanalyze existing conditions with the new data. The intersection analysis for the AM and PM peak hours will be performed using Synchro 10 software to apply methodologies described in Highway Capacity Manual, 6th Edition (HCM).

Subtask 4.2. Validation of Prior Traffic Analysis

Fehr & Peers will review the prior traffic analysis and update elements, as appropriate. Areas of review will include:

- Collision Data Analysis and Trends
- Changes in Traffic Volumes Expected under Opening Day Conditions
- Cumulative Plus Project corridor-level traffic growth

Deliverables: Exhibit of Traffic Analysis Validation

Subtask 4.3. Recommended Traffic Measures for Final Design

Fehr & Peers will prepare a technical memorandum describing the purpose of the analysis, data that was collected, analyses that were performed, and recommended measures that should be considered for inclusion in the final design.

Deliverables: Draft and Final Technical Memorandum for Traffic Measures

Subtask 4.4. Geotechnical Engineering

GEOCON will evaluate the pavement and subsurface conditions along the project alignment and provide geotechnical design and construction recommendations for the project as presently proposed. Our investigation will include geologic/geotechnical and as-built literature reviews, field exploration, geotechnical laboratory testing, engineering analysis and report preparation.

Deliverables: Draft and Final Geotechnical Report

Subtask 4.5. Design Support Topographic Survey

In support of the final design, UNICO will provide additional topographic surveying and base mapping as needed. The required surveying needs may include topographic surveying at driveway conforms, curb ramps, roadway improvements, newly improved properties and other critical design areas. In addition, UNICO will perform pot-hole measurements in coordination with Bess Test Labs to locate utility depths and locations. UNICO will map the additional topographic surveys and potholing results into the previous topographic base file and update the mapping and surface details.

Deliverables: Updates to Base Mapping electronic copy in pdf and AutoCAD format.

Subtask 4.6. Irrigation System Evaluation

CALA will assess existing irrigation by utilizing information provided by the City and field observation to locate and identify existing streetscape irrigation points of connection and controllers to determine if existing connections may be utilized for the planned landscape improvements.

Deliverables: Technical Memo for Irrigation System

Subtask 4.7. Horticultural Soil Analysis:

CALA will obtain horticultural soils samples to verify soil structure, nutrient levels, organic content, soil chemistry, and agricultural suitability of existing soils. Provide written summary of horticultural soils analysis.

Deliverables: Technical Memo for Soil Analysis

TASK 5. Hydrology, Hydraulic, Water Quality and Drainage Design

Subtask 5.1. Existing Drainage System Assessment

Dokken will assess the existing drainage system for its adequacy in being reused and/or modified for the project. It is assumed that some portions of the existing drainage system will be able to be used while others may require partial or full replacement.

Subtask 5.2. Hydrology Analysis

Hydrologic analysis will be developed in order to determine the peak flows for each drainage system impacted by the project. Dokken will work with property owners and the City to identify areas with existing drainage problems and incorporate solutions into the design. A comparison of existing versus proposed peak flows will also be performed and appropriate mitigation measures explored.

Deliverables: Hydrology Analysis

Subtask 5.3. Hydraulic Analysis

Using the flows generated from the hydrologic analysis, Dokken Engineering will conduct a hydraulic analysis of the proposed storm drain improvements, including a spread width/inlet analysis and storm drain system analysis. Using these flows, the hydraulic spread analysis will be conducted to verify that the runoff remains within the allowable limits. Hydraulic analysis of proposed storm drain improvements will be performed to ensure drainage facilities are sized appropriately to convey project drainage.

Deliverables: Hydraulic Analysis

Subtask 5.4. Water Quality Design

Dokken will develop a LID approach to meeting the stormwater quality requirements of the project in conjunction with the roadway and drainage design. Any water quality measures will be vetted with City staff to ensure they are easy to maintain and fit with the City's existing portfolio of water treatment strategies and the City's MS4 permit.

Deliverables: Water Quality Recommendations

TASK 6. Utility Coordination

Subtask 6.1. Utility A Letters

Dokken will prepare Utility "A" letters and project exhibits for distribution to all potentially impacted utility owners. The base plans will be clearly marked "A Plans" and the transmittal letter will clearly identify this project as a CITY project. These plans will include proposed project limits, right of way limits, proposed roadway geometry, and visible known features. Response from the utility owner will be requested within 15 days of receipt of the "A" plans. As-built utility information planned utility information and prior rights will be obtained and provided to the CITY for their records. In addition, Dokken will contact the utility owner directly to verify the request has been received and will provide any information they need to complete the task outlined in this letter. Dokken will incorporate the obtained maps and utility information to compile a utility base map.

Deliverables: Utility A Letters, Updated Utility Base Mapping

Subtask 6.2. Utility Potholing

Bess Test Labs will perform potholing of existing utilities to determine conflicts. Bess Test Labs will prepare a potholing report identifying date, location, depth, type of utility potholed, and type and number of conduits. Potholing data will be used to generate final utility conflict map and facilitate necessary utility relocations.

Deliverables: Pothole Report, Final Utility Conflict Maps

Assumption: Fifty (50) potholes to be included

Subtask 6.3. Utility B Letters

Dokken will prepare Utility “B” letters and conflict maps for all potentially impacted utilities. The base plans will be clearly marked “B Plans” and the transmittal letter will clearly identify this project as a City project. These plans will include proposed project limits, right of way limits, proposed roadway geometry, and visible known features.

Utility owners will be allowed 30 days to respond to the “B” plans on a standard response form that includes a description of utility conflicts and approximate relocation schedules. Dokken will coordinate closely with the utility owners during this period. Dokken will coordinate, schedule and lead utility coordination meetings with the utility owners. Meeting with all utilities who will be relocating to the joint trench will take place to ensure proper relocation efforts are outlined including scheduling and assigned responsibilities are part of the relocation. The remaining utilities that are in conflict and will not be entering the joint trench meetings will be facilitated to identify suitable relocation plans. Dokken will request claim of liability letters and prepare the Report of Investigation (ROI).

Deliverable: Utility B Letters, Coordination Meetings with all relocating utilities, claim letter requests, and ROI’s

Subtask 6.4. Utility C Letters and Utility Coordination

Dokken will develop a Utility “C” Letters and Notice to Owners (NTO) for each of the utilities to be relocated within the project area. Dokken will prepare the utility agreements under coordination with the City, including but not limited to the joint trench work, which will include participating costs of the utility owners. Dokken will submit, process and obtain approval for the agreements, ROI, NTO, and relocation plans (as necessary) through Caltrans for R/W certification preparation. Dokken will continue to coordinate, schedule and lead utility coordination meetings to finalize all relocations, as needed. This scope does not include any coordination with private property owners where service connections may require adjustment due to the project.

Deliverables: Utility C Letters, Relocation Plans, Notice to Owners, Utility Agreements

TASK 7. Environmental Documentation

Subtask 7.1. Environmental Site Assessment (ESA)

As part of the evaluation of previously prepared technical reports, Dokken’s environmental staff will review the previously prepared Phase I ESA and subsequent soil sampling report and preform any updates, as needed. Dokken will prepare a brief memo documenting any recommendations or measures for incorporation in the final design and specifications.

Deliverables: Final Environmental Memorandum

Subtask 7.2. Environmental Review of PS&E

Dokken will review the Plans, Specifications, and Estimate (PS&E) to determine consistency with environmental documentation approved in 2015. The CEQA Initial Study with Mitigated Negative Declaration (CEQA IS/MND) was approved in November 2015 and the NEPA Categorical Exclusion (NEPA CE) was approved in December 2015. Dokken will review plan sheets and proposed project improvements to determine if there are any project changes not previously analyzed, in which an addendum under CEQA or a revalidation under NEPA would be necessary. Additionally, Dokken will assist with preparation of contract specifications to ensure environmental commitments within the CEQA IS/MND and NEPA CE are conveyed to the contractor.

Deliverables: CEQA IS/MND Addendum and NEPA CE Revalidation and Environmental Specifications

Subtask 7.3. Preconstruction Tree Survey

As part of the PS&E review, Dokken’s on-staff ISA Certified Arborist will conduct a tree survey to document the number, diameter, condition and species of trees that would be removed by the roadway improvement project per Measure B-1D of the CEQA IS/MND.

Deliverables: Tree Survey Memo

Subtask 7.4. Oak Replacement and Management Plan (OPTIONAL)

If the preconstruction tree survey identifies any impacts to oak trees, Dokken will prepare an Oak Replacement and Management Plan compliant with Mitigation Measures B 1, B 1B, B-1C, and B-1D within the CEQA IS/MND. The plan would be prepared in accordance with the City of Citrus Heights Tree Ordinance, and consistent with the City of Citrus Heights General Plan biological resource goals and policies.

Deliverables: Oak Replacement and Management Plan

TASK 8. Joint Trench Plans, Specification, and Estimates (PS&E)

Subtask 8.1. 80% Plan Review

Dokken will review the current joint trench plans. Dokken will identify any additional potholing required for the design of the joint trench. Dokken will identify any SMUD ROW needs not already accounted for.

Subtask 8.2. 95% PS&E

Dokken will prepare and submit 95% plans, specifications and estimates to the City for review and comment. Previous review comments received from the City will be tabulated; responses will be addressed and incorporated on the project plans as necessary.

Deliverables: pdf and six (6) copies of Plans (three (3) 11"x17" and three (3) 22"x34"), Specifications and Estimate.

Assumption: Does not include any utility work located on private property that may be required adjustment due to undergrounding of utilities.

Subtask 8.3. Final PS&E

Dokken will prepare and submit plans, specifications and estimates to the City for final review. Previous review comments received from the City will be tabulated; responses will be addressed and incorporated on the project plans as necessary. Upon verification of all comments incorporated into the Final submittal, our team will provide a stamped PS&E copy. Additional revisions to Final PS&E set will be done as part of an amendment if required at this phase of the project.

Deliverables: pdf and six (6) copies of Plans (three (3) 11"x17" and three (3) 22"x34"), Specifications and Estimate.

TASK 9. Roadway Plans, Specifications, and Estimates (PS&E)

Subtask 9.1. 65% PS&E

Electrical Design

Y&C will field verify as-built information for the existing signals at Grand Oaks Boulevard, Rollingwood Boulevard, and Twin Oaks Avenue. We will also investigate the existing conditions for the new signal at the K-Mart entrance, decorative street lighting and fiber optic signal interconnect along the corridor, and the electric service connections for the irrigation controllers.

Upon verification of existing conditions, our team will prepare improvement plans for the electrical items identified above. Our team will coordinate with SMUD in identifying electrical service point locations for new electrical systems. Our team will provide technical data such as voltage and loading to the City for service application.

Water Quality

Dokken will prepare Water Quality Memo documenting the hydrology, hydraulics, and water quality design used to analyze and design project drainage features.

Roadway PS&E

BEN|EN will prepare and submit 65% PS&E to the City for review and comment. The Project Team will include a complete set of construction drawings including but not limited to the following:

- Title Sheet
- Legend/Abbreviations
- Typical Cross Sections
- Roadway Layout
- Roadway Profiles
- Construction and Grading Details
- Drainage Plans
- Drainage Profiles
- Utility Relocation Plans
- Retaining Wall Profiles
- Pavement Delineation Plans
- Traffic Signal Plans
- Lighting/Electrical Plans
- Fiber Optic Interconnect Plans
- Planting Plans
- Irrigation Plans
- Monument Plans
- Monument Details

Independent Review

UNICO will perform a quantity check and fatal flaw independent review at 65% PS&E.

Comments received from the City will be tabulated; responses will be addressed and incorporated on the project plans as necessary. Original red-line comments will be returned with subsequent PS&E submittals.

Deliverables: pdf and six (6) copies of Plans (three (3) 11"x17" and three (3) 22"x34"), Specifications and Estimate. Technical memorandum for Traffic Signal Upgrades, Water Quality Memo, and Drainage Design Memo.

Assumptions: CHWD and SASD will request relocation of their facilities be included with the project PS&E.

Subtask 9.2. 95% PS&E

BEN|EN will prepare and submit 95% plans, specifications and estimates to the City for review and comment. Previous review comments received from the City will be tabulated; responses will be addressed and incorporated on the project plans as necessary.

Deliverables: pdf and six (6) copies of Plans (three (3) 11"x17" and three (3) 22"x34"), Specifications and Estimate. Technical memorandum for Traffic Signal Upgrades, Water Quality Memo, and Drainage Design Memo.

Subtask 9.3. 95% Constructability Review

UNICO will perform a constructability review for this project including preparation of a matrix of issues, checking significant bid items, review of plans and specifications for consistency and construction issues, and preparation of a requirements matrix.

Deliverables: Matrix of comments/issues, Quantity check sheets, specification review recommendations

Subtask 9.4. Final PS&E

BEN|EN will prepare and submit plans, specifications and estimates to the City for final review. Previous review comments received from the City will be tabulated; responses will be addressed and incorporated on the project plans as necessary. Upon verification of all comments incorporated into the Final submittal, our team will provide a

stamped PS&E copy. Additional revisions to Final PS&E set will be done as part of an amendment if required at this phase of the project.

Deliverables: Final plan submittal will be stamped and signed by a CA registered PE and include pdf and six (6) copies of Plans (three (3) 11"x17" and three (3) 22"x34"), Specifications and Estimate. Technical memorandum for Traffic Signal Upgrades, Water Quality Memo, and Drainage Design Memo.

Subtask 9.5. Construction Schedule

UNICO will prepare a tentative Construction Schedule based on typical production rates for critical work items and construction issues such as phasing, traffic control, access, and others.

Deliverables: Construction schedule in Microsoft Project format

Subtask 9.6. Request for Authorization Documents

BEN|EN will also prepare the LAPM (Exhibit 3A) Request for Authorization for construction funding documentation that is in full compliance with Caltrans Local Assistance, for City review and approval.

Deliverables: LAPM 3A and other required forms

TASK 10. Bidding Assistance and Construction Support

Bidding Assistance and Construction Support will be provided for both the Joint Trench and Roadway construction packages.

Subtask 10.1. Bidding Assistance

We will attend pre-bid meeting and help address any Request for Information (RFI) the contractors might have during meeting. We will then summarize the response to questions and prepares and addenda document to insure that information provide in the meeting is documented and made available thru an addendum is necessary.

Deliverables: Correspondence and addenda to contract documents

Subtask 10.2. Review of Bid Results

We will assist City staff in reviewing bids received for responsiveness and reasonableness.

Deliverables: Review Memorandum of Bids

Subtask 10.3. Construction Support

We will attend the pre-construction meeting and help address any questions the contractor might have regarding the plans prior to them breaking ground. BEN|EN will work closely with the City's construction management (CM) team. We will assist City staff to review shop drawings submittals, address any RFI's that come up during construction, and provide recommendations to City and CM about change order requests.

Deliverables: Agenda & Meeting Minutes, Responses to RFIs, Submittal Reviews, recommendations about change orders

Subtask 10.4. Environmental Construction Support

Dokken will implement and/or ensure compliance with measures of the project's Mitigation Monitoring Plan (MMP). Qualified Dokken staff will signed off the MMP as each measure is complied with. Throughout construction, Dokken staff will monitor the site to ensure project proponents are complying with all MMP measures and will coordinate with the Resident Engineer to remediate any potential incompliance.

Deliverables: Bound and signed MMP documents

Subtask 10.5. Pre-Construction Surveys

Dokken's qualified project biologists shall conduct nesting bird and nesting raptor pre-construction clearance surveys per measure's B-2, B-4 and B-5. Surveys will be consistent with agency approved survey methods and

seasons. Per the MMP, surveys for nesting birds will take place within 7 days of construction. Should any nesting birds be found during preconstruction survey efforts, Dokken will coordinate with the appropriate agencies. A report of all findings during surveys will be submitted to the City for review.

Deliverables: Completed Mitigation Monitoring Plan, Nesting Bird Survey Results Report

Subtask 10.6. Field Reviews

We will provide field reviews during construction as requested by the City. Assume 5 field meetings.

Subtask 10.7. Record As-Built Drawings

We will prepare as-built record drawings both in electronic and hard copy format.

Deliverables: Two (2) copies of final as built drawings 24" x 36", and electronic pdf format.

EXHIBIT 10-R

Consulting Services Agreement between the
City of Citrus Heights and Bennett Engineering Services, Inc.

Auburn Boulevard Complete Streets Revitalization - Phase 2

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.....	9
ARTICLE XII STATE PREVAILING WAGE RATES.....	10
ARTICLE XIII CONFLICT OF INTEREST	13
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	14
ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION	15
ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION	16
ARTICLE XIX INSURANCE	18
ARTICLE XX FUNDING REQUIREMENTS	18
ARTICLE XXI CHANGE IN TERMS.....	19
ARTICLE XXII CONTINGENT FEE.....	19
ARTICLE XXIII DISPUTES	19
ARTICLE XXIV INSPECTION OF WORK.....	19
ARTICLE XXV SAFETY	19
ARTICLE XXVI OWNERSHIP OF DATA	20
ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY’S CONSTRUCTION CONTRACTOR	20
ARTICLE XXVIII CONFIDENTIALITY OF DATA.....	21

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION	21
ARTICLE XXX EVALUATION OF CONSULTANT	21
ARTICLE XXXI RETENTION OF FUNDS	22
ARTICLE XXXII NOTIFICATION.....	22
ARTICLE XXXIII CONTRACT	22
ARTICLE XXXIV SIGNATURES	22

ARTICLE I INTRODUCTION

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:

Bennett Engineering Services, Inc.
Incorporated in the State of California

The Project Manager for the “CONSULTANT” will be *Leo Rubio*

The name of the “LOCAL AGENCY” is as follows:

City of Citrus Heights

The Contract Administrator for LOCAL AGENCY will be Leslie Blomquist.

- A. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated *January 23, 2020*. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

- F. 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.
- G. 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.
- H. 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.
- I. 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. 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 April 1, 2020, 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, 2022, 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.

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 \$38,617.03. 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: Leslie Blomquist
6360 Fountain Square Drive, Citrus Heights CA 95621

- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$1,282,358.00
- 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. 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. 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.

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

(Include this article in all AGREEMENTs where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the AGREEMENT; delete this article and re-number the subsequent articles.)

- 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.

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 List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. 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 **18.0%**. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O1: Consultant Proposal DBE Commitment, or in Exhibit 10-O2: 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: DBE Information – 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. DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of AGREEMENTs financed in whole or in part with federal funds. The LOCAL AGENCY, CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LOCAL AGENCY 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 the contractor from future bidding as non-responsible
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR §26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR §26.53(f). 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.
 - F. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the LOCAL AGENCY's Contract Administrator.
 - G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. 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.
 - 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. Upon completion of the AGREEMENT, a summary of these records shall be prepared and submitted on the form entitled, Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprise (DBE) First-Tier Subconsultants, certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

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

ARTICLE XIX INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
 - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.
- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

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 City Manager, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, 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.

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.

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. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

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 RETENTION OF FUNDS

- A. 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 XXXII 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:

BENNETT ENGINEERING, INC.

LEO RUBIO, Project Manager

1082 SUNRISE AVENUE, SUITE 100

ROSEVILLE, CA 95661

LOCAL AGENCY:

CITY OF CITRUS HEIGHTS

LESLIE BLOMQUIST, Contract Administrator

6360 FOUNTAIN SQUARE DRIVE

CITRUS HEIGHTS, CA 95621

ARTICLE XXXIII 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 XXXIV SIGNATURES

CITY OF CITRUS HEIGHTS

BENNETT ENGINEERING, INC.

(Signature)

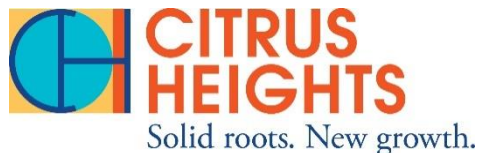
(Name of Signer)

(Signature)

(Name of Signer)

Date: _____

Date: _____



CITY OF CITRUS HEIGHTS
CITY COUNCIL STAFF REPORT
MEMORANDUM

DATE: March 26, 2020

TO: Mayor and City Council Members
 Christopher W. Boyd, City Manager

FROM: Stuart Hodgkins, City Engineer
 Ardelyn Flores, Associate Civil Engineer

SUBJECT: **Initiate Proceedings for Mitchell Farms Annexation into Landscape and Lighting Assessment District 03-01 as Zone 3**

Summary and Recommendation

The Mitchell Farms Subdivision is required to annex the open space designated as Lot A in the subdivision map and the landscaping within the roundabout located on Arcadia Drive into one of the city's Landscape and Lighting Assessment District (LLAD). The first step in the process is for the City Council to initiate proceedings for the annexation of the Mitchell Farms Subdivision into Assessment District (AD) 03-01 as Zone 3. The second step is for the Council to adopt an individual Resolution of Intention for AD 03-01, Zone 3, setting the time and date for a public hearing on the proposed annexation, assessments and directing staff to publish the appropriate notice of the hearing. A draft Engineer's Report, describing the levels of maintenance, outlining the proposed financial summary and including the Assessment Diagram for the AD 03-01, Zone 3, has been prepared by the City Engineer. A copy of the draft Engineer's Report is attached.

Staff recommends Council adopt the following resolutions in the order listed:

1. Resolution No. 2020- __: A Resolution of the City Council of the City of Citrus Heights, California, to Initiate Proceedings pursuant to the Landscaping and Lighting Act of 1972 to annex the Mitchell Farms Subdivision into Landscape & Lighting Assessment District No. 03-01 as Zone 3.
2. Resolution No. 2020- __: A Resolution of the City Council of the City of Citrus Heights, California, for the intention to levy and collect assessments for Fiscal Year 2020/2021 for Landscape and Lighting Assessment District No. 03-01, Zone 3.

By adopting the above Resolutions Initiating Proceedings, the City Council would be authorizing the initial step for annexation of Mitchell Farms into AD No. 03-01 as Zone 3; and further authorizing the preparation of the required Engineer's Report.

By adopting the above Resolutions of Intention, the City Council approves the Engineer's Report for the City of Citrus Heights' AD 03-01, Zone 3 for Fiscal Year 2020/2021; declares the intention to order the collection and levy of assessments for FY 2020/2021; sets April 23, 2020, at 7:00 p.m., or as

soon thereafter, as the date and time of the Public Hearing for the proposed assessments; and directs staff to give the required notice.

Fiscal Impact

Assessment District 03-01 (Zones 3) will fund by their annual assessments and build an operating reserve; therefore, there is no fiscal impact to the General Fund for this district. The following table summarizes the revenues and expenditures for the district contained in the engineer's report:

AD 03-01, Zone 3 (Mitchell Farms Subdivision)		
Description	FY 19/20 Actual	FY 20/21 Proposed
<u>REVENUE:</u>		
Special Assessments Revenues	N/A	88,851.20
Interest on Fund Balance	N/A	0.00
Total Revenues	N/A	\$88,851.20
<u>EXPENDITURES:</u>		
Annual Operating Expenditures	N/A	41,992.00*
Capital Replacement Set-Aside	N/A	41,510.00
Operating Reserve Set-Aside	N/A	5,349.20
Total Expenditures	N/A	\$88,851.20
<u>Annual Operating Balance</u>		
	\$0 ⁽¹⁾	\$0
Transfer to/from Operating Reserve	N/A	N/A
<u>Ending Balance</u>	\$0 ⁽¹⁾	\$0

(1) This zone will be new in FY20/21 with no prior assessment history.

* Actual Annual Operating Expenditures are estimated at \$76,992.00.

However, the amount is offset by \$35k contribution from SRPD General Fund.

Background and Analysis

On August 23, 2018, the Planning Commission approved the Tentative Map for the Mitchell Farms Subdivision submitted by Watt Companies (Developer). The map created 260 residential parcels from various parcels that was formerly used as a golf course located north of Arcadia Drive. The final design of the subdivision reduced the number of parcels for a total of 258 residential parcels.

Assessment District 03-01 (Zone 3), helps fund the maintenance of the open space area (Lot A) that will be transferred to the Sunrise Recreation & Parks District upon completion of the park improvements. Lot A is adjacent to the subdivision called the Mitchell Farms Subdivision development located on the west side of Fair Oaks Blvd. and along the north side of Arcadia Drive. The assessments will also fund the maintenance of the landscaping within the roundabout located on

Arcadia Drive. Maintenance responsibilities for Assessment District 03-01 (Zone 3) include: maintenance and repairs of open space areas; pedestrian/bike pathways and trails; pathway/trail lighting, crossing structures over Arcade Creek; trees, shrubs and ground-cover care; weed control; pruning; fertilization; litter and debris removal, irrigation system inspections and repairs.

Pursuant to the Landscaping and Lighting Act of 1972, a Resolution to Initiate Proceedings is required as the first action of the City Council in order to initiate the annexation of the LLAD. Subsequent approval of the assessments to be levied and collected will be for the purpose of meeting operating expenses and purchasing supplies, equipment, or materials necessary to maintain landscaping & lighting facilities for the districts.

An Engineer's Report has been prepared for the proposed assessments and is available for review, by the public, in the City Clerk's Office. The Engineer's Report summarizes the maintenance effort and recommends levying assessments for Fiscal Year 2020/2021 for the District.

By the Resolution of Intention, the City Council approves the Engineer's Report for AD 03-01, Zone 3, sets the date for a public hearing on the annexation and assessments and directs staff to give the required notice.

Staff recommends April 23, 2020, at 7:00 p.m., or as soon thereafter, as the date and time for the public hearing. At that time, public comment will be received and the Council will consider and adopt a resolution adopting the assessments. Notice of this meeting will be published in accordance with State code.

Attachments

1. Resolution No. 2020- __: A Resolution of the City Council of the City of Citrus Heights, California, to Initiate Proceedings pursuant to the Landscaping and Lighting Act of 1972 to annex the Mitchell Farms Subdivision into Landscape and Lighting Assessment District No. 03-01 as Zone 3.
2. Resolution No. 2020- __: A Resolution of the City Council of the City of Citrus Heights, California, for the intention to levy and collect assessments for Fiscal Year 2020/2021 for Landscape and Lighting Assessment District No. 03-01, Zone 3.

RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, TO INITIATE PROCEEDINGS PURSUANT TO THE LANDSCAPING
AND LIGHTING ACT OF 1972 TO ANNEX THE MITCHELL FARMS SUBDIVISION
INTO LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 03-01
AS ZONE 3.**

WHEREAS, as a condition of approval for the Tentative Map for the Mitchell Farms Subdivision, the developer is required to annex the subdivision into the city's landscaping and lighting assessment district to help finance the costs of maintaining and servicing landscaping, lighting and related facilities within the open space along Arcade Creek (Lot A of the Subdivision Map) and the roundabout on Arcadia Drive and to equitably distribute the costs among benefited landowners;

WHEREAS, city staff determined the features of the areas of maintenance best match those in the existing Assessment District 03-01; and

WHEREAS, The City Council (the "City Council") of the City of Citrus Heights (the "City") has decided to undertake proceedings pursuant to the Landscaping and Lighting Act of 1972, being California Streets and Highways Code Sections 22500 *et seq.* (the "Act"), to annex the Mitchell Farms Subdivision into Landscaping and Lighting Assessment District 03-01 as Zone 3 and levy assessments for Fiscal Year 2020/2021.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights hereby declares:

Section 1. Recitals: The foregoing recitals are true and correct and the City Council so finds and determines.

Section 2. Proposal to levy assessments: If annexation is approved, the City Council proposes to levy assessments for Fiscal Year 2020/2021 for Assessment District 03-01, Zone 3.

Section 3. Description of Improvements: If annexation is approved, the maintenance to be financed by assessments levied in the City of Citrus Heights Landscape and Lighting Assessment District No. 03-01, Zone 3 consist of maintenance and repairs of open space areas; pedestrian/bike pathways and trails; pathway/trail lighting, crossing structures over Arcade Creek; trees, shrubs and ground-cover care; weed control; pruning; fertilization; litter and debris removal, irrigation system inspections and repairs. Detailed description is provided in the draft Engineer's Report.

Section 4. Appointment of Engineer: The City Council hereby appoints the City Engineer as engineer (the "Engineer") for all purposes of proceedings undertaken by the City with respect to the assessment district. The City Council hereby directs the Engineer to prepare and file with the City Clerk, a report for Fiscal Year 2020/2021 in accordance with Article 4 of Chapter 1 of the Act and Article XIII D, Section 4, of the California Constitution.

Section 5. Effective Date. This resolution shall become effective on and after the date of its passage.

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 26th day of March, 2020 by the following vote, to wit:

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

ATTEST:

Jeff Slowey, Mayor

Amy Van, City Clerk

RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, FOR THE INTENTION TO LEVY AND COLLECT ASSESSMENTS
FOR FISCAL YEAR 2020/2021 FOR LANDSCAPE AND LIGHTING
ASSESSMENT DISTRICT No. 03-01, ZONE 3**

WHEREAS, on March 26, 2020 the City Council (the “Council”) of the City of Citrus Heights (the “City”) adopted RESOLUTION NO. 2020-_____ initiating proceedings pursuant to the Landscaping and Lighting Act of 1972, being California Streets and Highways Code sections 22500 et seq. (the “Act”), to annex the Mitchell Farms Subdivision into Landscape and Lighting Assessment District (AD) No. 03-01 as Zone 3 and, if annexation is approved, initiate levy and collect assessments for Fiscal Year 2020/2021 for the City of Citrus Heights AD 03-01, Zone 3;

WHEREAS, the City Engineer has prepared and filed with the City Clerk a report for AD 03-01, Zone 3 for Fiscal Year 2020/2021 (the “Engineer’s Report”) in accordance with the Act; and

WHEREAS, the establishment or approval of the assessments proposed by this resolution will be for the purpose of meeting operating expenses and purchasing supplies, equipment, or materials necessary to maintain service within the proposed service areas.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Citrus Heights as follows:

Section 1. Recitals. The foregoing recitals are true and correct and this Council so finds and determines.

Section 2. Approval of Engineer’s Report. This Council hereby approves the Engineer’s Report as filed.

Section 3. Declaration of Intention. If annexation is approved, this Council hereby declares its intention to order the levy and collection of assessments for the City of Citrus Heights Landscape and Lighting Assessment District No. 03-01, Zone 3.

Section 4. Description of Improvements. If annexation is approved, the maintenance to be financed by assessments levied in the City of Citrus Heights Landscape and Lighting Assessment District No. 03-01, Zone 3 consist of maintenance and repairs of open space areas; pedestrian/bike pathways and trails; pathway/trail lighting, crossing structures over Arcade Creek; trees, shrubs and ground-cover care; weed control; pruning; fertilization; litter and debris removal, irrigation system inspections and repairs. Detailed description is provided in the draft Engineer’s Report.

Section 5. Location of District. The proposed Landscape and Lighting Assessment District No. 03-01, Zone 3 includes the territory described in Figure 1.1 of the Engineer’s Report for 03-01, Zone 3.

Section 6. Reference to Engineer’s Report for Particulars. A full and detailed description of the improvements, the boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels of land within the district is set forth in the Engineer’s Report. The Engineer’s Report

is on file in the City Clerk's office, 6360 Fountain Square Drive, Citrus Heights, CA 95621, and is available for review by any interested member of the public during normal business hours.

Section 7. Notice of Public Hearing. On Thursday, April 23, 2020 at 7:00 p.m., or as soon thereafter as the matter may be heard, at 6360 Fountain Square Drive, Citrus Heights, California 95621 the City Council shall hold a public hearing on the levy of the proposed assessments.

Section 8. Publication of Resolution. The City Clerk is directed to give notice of the public hearing by publication of this Resolution of Intention once in a newspaper of general circulation not less than 10 days before the date of the public hearing.

Section 9. Amount of Assessment. The proposed assessment for Landscape and Lighting Assessment District No. 03-01, Zone 3 is stated in the Engineer's Report.

Section 10. Effective Date. This resolution shall take effect from and after the date of its passage.

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 26th day of March, 2020 by the following vote, to wit:

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

Jeff Slowey, Mayor

ATTEST:

Amy Van, City Clerk



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: March 26, 2020

TO: Mayor and City Council Members
Christopher W. Boyd, City Manager

FROM: Ronda Rivera, Assistant City Manager
Monica Alejandrez, Human Resources Manager
Sharon Neilson, Senior Management Analyst

SUBJECT: **Resolution Adopting a Side Letter Agreement with the Citrus Heights Police Employees Association Covering the Period of October 1, 2018 through September 30, 2021**

Summary and Recommendation

Pursuant to the City Council's direction, the City's labor negotiations representatives met and conferred with the representatives of the Citrus Heights Police Employee's Association (CHPEA) regarding proposed amendments to the CHPEA's Memorandum of Understanding (MOU) expiring September 30, 2021. The parties discussed changes to compensation, health contributions and the Unused Medical Payment for Fiscal Year 2019-2020. The City and CHPEA have reached agreement as reflected in the Side Letter Agreement attached as Exhibit A to Resolution No. 2020-_____. Staff recommends Council approve the attached Resolution approving the Side Letter Agreement with the Citrus Heights Police Employees Association.

Fiscal Impact

For Fiscal Year 2019-2020, the estimated total cost for all funds for the above recommendation is approximately \$55,000. There is no impact to the Council approved Fiscal Year 2019-2020 Budget.

Background and Analysis

The CHPEA is the exclusive collective bargaining representative for the Non-sworn Police Employees Unit as defined by the City's Employer/Employee Relations Policy. Pursuant to direction and authority provided by the City Council, the City's labor negotiations representatives conferred with the Association's representatives. On March 18, 2020, the City and Association subsequently completed the meet and confer process and approved the MOU amendments described below and contained in the Side Letter.

The specifics of the parties' agreement to modify the current MOU are set forth in the Side Letter Agreement attached to Resolution No. 2020-__ as Exhibit A. They include the following:

1. Salary Administration

Effective with the first pay period following adoption by City Council, including the pay date of April 3, 2020:

a. Base Salary increase

All members will receive a 2% base salary increase. If a member is currently at the top of the salary range, the member will receive a one-time cash payment in lieu of salary increase and the member's base pay will not be changed. If a member is less than 2% from the top of the salary range, the member's base pay will be increased to the top of the salary range and any remainder will be paid in a one-time cash payment.

b. Time in Grade Adjustment

Members will receive a time-in-grade range placement adjustment based on appointment date in the current pay grade, calculated as follows:

Appointment Date	Years of Service in Classification (as of June 30, 2020)	Range Placement
06/30/2010 or earlier	10 Plus years	Top of the Range
Between 07/01/2010 – 12/31/2012	7.5 – 10 years	No less than 6% from Top
Between 01/01/2013 – 06/30/2015	5.0 – 7.5 years	No less than 12% from Top
Between 07/01/2015 – 12/31/2017	2.5 – 5.0 years	No less than 18% from Top
Between 01/01/2018 – 06/30/2019	1.0 – 2.5 years	No less than 24% from Top
Hired 07/01/2019 or later	Less than 1 year	No Range Placement adjustment

2. Health Contribution

Effective with the first pay period following adoption by City Council, including the pay date of April 3, 2020, the current monthly contribution towards health insurance premiums will increase by a maximum of \$100 per month as follows:

Level	Current	Proposed
Employee only	\$ 700.00	\$ 800.00
Employee plus one	\$1,200.00	\$1,300.00
Employee plus two or more	\$1,500.00	\$1,600.00

3. Education Incentive Pay

Effective the beginning of Fiscal Year 2020-2021, including the pay date of July 10, 2020:

All CHPEA members will receive a maximum Education Incentive Pay of two and one-half percent (2.5%) of base salary, calculated as follows:

- 2.5% for AA/AS Degree or equivalent (60 units)
- 2.5% for Intermediate POST
- 2.5% for BA/BS Degree
- 2.5% for Advanced POST
- 2.5% for MA/MS Degree

Educational Incentive pay shall not apply for those classifications where advanced education or Certification is a minimal job requirement or where a certification does not directly apply to the member's current classification.

The classification of Police Dispatcher will receive the above educational benefits to a maximum of seven and one-half percent (7.5%) of base salary.

Attachments

1. Resolution 2020-____ Adoption of Side Letter Agreement with the Citrus Heights Police Employees Association
 - a. Exhibit A: Side Letter Agreement between the City of Citrus Heights and the Citrus Heights Police Employees Association

RESOLUTION NO. 2020- ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, ADOPTING A SIDE LETTER AGREEMENT WITH THE CITRUS HEIGHTS
POLICE EMPLOYEES ASSOCIATION**

WHEREAS, the City of Citrus Heights (City) and Citrus Heights Police Employees Association (CHPEA) entered into a Memorandum of Understanding (MOU) with the term of October 1, 2018 through September 30, 2021;

WHEREAS, representatives of the City and CHPEA have met and conferred in good faith regarding proposed amendments to the MOU and reached a tentative agreement;

WHEREAS, this Agreement would provide for the following changes:

1. Salary Administration

Effective with the first pay period following adoption by City Council, including the pay date of April 3, 2020:

a. Base Salary increase

All members will receive a 2% base salary increase. If a member is currently at the top of the salary range, the member will receive a one-time cash payment in lieu of salary increase and the member's base pay will not be changed. If a member is less than 2% from the top of the salary range, the member's base pay will be increased to the top of the salary range and any remainder will be paid in a one-time cash payment.

b. Time in Grade Adjustment

Members will receive a time-in-grade salary range placement adjustment based on appointment date in the current pay grade, calculated as follows:

Appointment Date	Years of Service in Classification (as of June 30, 2020)	Range Placement
06/30/2010 or earlier	10 Plus years	Top of the Range
Between 07/01/2010 – 12/31/2012	7.5 – 10 years	No less than 6% from Top
Between 01/01/2013 – 06/30/2015	5.0 – 7.5 years	No less than 12% from Top
Between 07/01/2015 – 12/31/2017	2.5 – 5.0 years	No less than 18% from Top
Between 01/01/2018 – 06/30/2019	1.0 – 2.5 years	No less than 24% from Top
Hired 07/01/2019 or later	Less than 1 year	No Range Placement adjustment

2. Health Contribution

Effective with the first pay period following adoption by City Council, including the pay date of April 3, 2020, the current monthly contribution towards health insurance premiums will increase by a maximum of \$100 per month as follows:

Level	Current	Proposed
Employee only	\$ 700.00	\$ 800.00
Employee plus one	\$1,200.00	\$1,300.00
Employee plus two or more	\$1,500.00	\$1,600.00

3. Education Incentive Pay

Effective the beginning of Fiscal Year 2020-2021, including the pay date of July 10, 2020:

All CHPEA members will receive a maximum Education Incentive Pay of two and one-half percent (2.5%) of base salary, calculated as follows:

2.5% for AA/AS Degree or equivalent (60 units)

2.5% for Intermediate POST

2.5% for BA/BS Degree

2.5% for Advanced POST

2.5% for MA/MS Degree

Educational Incentive pay shall not apply for those classifications where advanced education or Certification is a minimal job requirement or where a certification does not directly apply to the member's current classification.

The classification of Police Dispatcher will receive the above educational benefits to a maximum of seven and one-half percent (7.5%) of base salary.

WHEREAS, this Council finds that the provisions and agreements contained in said Agreement are fair and proper and in the best interest of the City; and

WHEREAS, the Association has previously ratified the terms and conditions of the Side Letter Agreement attached as Exhibit A to this Resolution;

NOW THEREFORE BE IT RESOLVED AND ORDERED by the City of Citrus Heights that the terms and condition contained in the Side Letter Agreement attached as Exhibit A to this Resolution are hereby adopted.

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 26th day of March 2020 by the following vote, to wit:

AYES: **Council Members:**

NOES: **Council Members:**

ABSTAIN: **Council Members:**

ABSENT: **Council Members:**

Jeff Slowey, Mayor

ATTEST:

Amy Van, City Clerk

Exhibit

A. Side Letter to Agreement between the Citrus Heights Police Employees Association and the City of Citrus Heights.

SIDE LETTER BETWEEN THE CITRUS HEIGHTS POLICE EMPLOYEES ASSOCIATION AND THE CITY OF CITRUS HEIGHTS

The City of Citrus Heights (“City”), and the Citrus Heights Police Employees Association (“CHPEA”), hereby agree to modify Section 11.3 of Article 11 (Salary Administration), Section 25.1 of Article 25 (Health/Welfare Benefits), and Section 14.1 of Article 14 (Education) to the existing “*Agreement between the Citrus Heights Police Employees Association and City of Citrus Heights, October 1, 2018 through September 30, 2021 (“Agreement”)*”, pursuant to the reopener referenced in Section 11.3 of the Agreement as follows:

Article 11 Salary Administration

Section 11.3 Base Salary:

The following changes will be effective on the first pay period following adoption by the City Council, which includes the pay date of April 3, 2020:

All members will receive a 2% base salary increase. If a member is currently at the top of the salary range, the member will receive a one-time cash payment in lieu of salary increase and the member’s base pay will not be changed. If a member is less than 2% from the top of the salary range, the member’s base pay will be increased to the top of the salary range and any remainder will be paid in a one-time cash payment.

Time-In-Grade Adjustment:

All members will receive a salary range placement adjustment based on appointment date in the current pay grade, calculated as follows:

Appointment Date	Years of Service in Pay Grade (as of June 30, 2020)	Range Placement
06/30/2010 or earlier	10 Plus years	Top of the Range
Between 07/01/2010 – 12/31/2012	7.5 – 10 years	No more than 6% from Top
Between 01/01/2013 – 06/30/2015	5.0 – 7.5 years	No more than 12% from Top
Between 07/01/2015 – 12/31/2017	2.5 – 5.0 years	No more than 18% from Top
Between 01/01/2018 – 06/30/2019	1.0 – 2.5 years	No more than 24% from Top
Hired 07/01/2019 or later	Less than 1 year	No Range Placement Adjustment

Article 25 Health/Welfare Benefits

Section 25.1 Health Contribution

Effective with the first pay period following adoption by the City Council, including the pay date of April 3, 2020, the currently monthly contribution towards health insurance premiums will increase by a maximum of \$100 per month as follows:

Level	Current	Proposed
Employee only	\$ 700.00	\$ 800.00
Employee plus one	\$1,200.00	\$1,300.00
Employee plus two or more	\$1,500.00	\$1,600.00

Article 14 Education

Section 14.1 Educational Incentive Pay:

Effective the beginning of Fiscal Year 2020-2021, including the pay date of July 10, 2020:

All CHPEA classifications will receive an education incentive pay of a maximum of two and one-half percent (2.5%) of base salary per month, calculated as follows:

- 2.5% for AA/AS Degree or equivalent (60 units)
- 2.5% for Intermediate POST
- 2.5% for BA/BS Degree
- 2.5% for Advanced POST
- 2.5% for MA/MS Degree

Educational Incentive pay shall not apply for those classifications where advanced education or certification is a minimal job requirement or where a certification does not directly apply to the member's current classification.

The classification of Police Dispatcher shall receive the above educational incentives to a maximum of seven and one-half percent (7.5%).

FOR THE CITY OF CITRUS HEIGHTS

FOR THE CITRUS HEIGHTS POLICE
EMPLOYEES ASSOCIATION:

Christopher W. Boyd, City Manager

Scott Kermgard, CHPEA President

Ronda Rivera, Lead Negotiator

John Coburn, CHPEA Representative



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: March 26, 2020

TO: Mayor and City Council Members
Christopher W. Boyd, City Manager

FROM: Colleen McDuffee, Community Development Director
Stephanie Cotter, Housing & Human Services Program Coordinator
Nicole Piva, Housing & Grants Program Technician

SUBJECT: **Consolidated Annual Performance Evaluation Report to the U.S. Department of Housing and Urban Development on Program Year 2019 Community Development Block Grant Funds**

Summary and Recommendation

Staff recommends the City Council take the following actions:

- (1) Conduct a public hearing to review the city's Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) 2019 program year; and
- (2) Adopt a resolution approving the 2019 CAPER and direct staff to submit, with minor modifications as necessary, the CAPER report to the U.S. Department of Housing and Urban Development (HUD).

Fiscal Impact

There is no fiscal impact associated with this action.

Background and Analysis

HUD requires recipients of CDBG funds to submit an annual performance report within 90 days of the close of a grantee's program year (March 30, 2020). The CAPER assesses the city's progress toward carrying out its annual programs and activities as well as the goals and objectives identified in its 2015-2019 Consolidated Plan. During the 2019 program year, the city received a total of \$646,202.00 in grant funds and \$132,431.97 in program income. The city also receives funds from a variety of other state and federal housing programs.

CDBG regulations require the city to place a public notice in *The Sacramento Bee* 14-days in advance of a 15-day period to review and provide comments on the draft CAPER prior to approval by the City Council.

A public notice announcing the availability of the CAPER was published in *The Sacramento Bee* on March 2, 2020, and copies of the CAPER were made available for public review at designated locations and on the city's website. Staff will include any public comments received during the public review period prior to submission to HUD. The public comment period began on March 16, 2020 and will conclude on March 30, 2020.

The City of Citrus Heights works collectively with a variety of non-profit agencies to fulfill unmet needs within the community. The highlights of the report are as follows:

- In 2019, 6,919 low-to moderate income persons/households were served.
- In 2019, 6,951 total persons/households were served, therefore 99.5% of those served were low- to moderate-income. A variety of public services benefitted, including: an emergency food closet; an after-school program at the Sayonara Center; meals to seniors; housing counseling and permanent housing placement; juvenile diversion and education; as well as a free Renters Helpline to provide information and assist with fair housing disputes.
- Of those served in 2019, 5,339 had special needs. The city's special needs population includes seniors, disabled persons, victims of domestic violence, homeless individuals or those at-risk of homelessness, households with five or more people receiving food from an emergency food closet, and other needs.
- The Sunrise Christian Food Ministry served over 5,952 residents in 2019. All contributions were used to purchase food and food packaging; there are minimal operating expenses as the food closet is staffed primarily by volunteers.
- The city allocated \$100,000 in 2019 CDBG funds for the Rusch Park Revitalization Project. In partnership with the City of Citrus Heights, the Sunrise Recreation and Park District (SRPD), Republic Services and Rebuilding Together made improvements to Rusch Park, including the installation of a new, modern playground.

The city's 2020 CDBG operations are underway. In 2020, the city expects to complete an accessibility improvement project to infrastructure, as well as housing rehabilitation loans and grants. In addition, the City Council allocated public service funds to a variety of nonprofit organizations to deliver a variety of services, including an informational hotline for renters, homeless navigator and housing counseling, meals to seniors and low-income persons, after-school tutoring at the Sayonara Center, as well as services for survivors of domestic violence.

Subject: Consolidated Annual Performance Evaluation Report for PY 2019

Date: March 26, 2020

Page 3 of 3

Attachments

- (1) Resolution No. 2020_ A Resolution of the City Council of the City of Citrus Heights
Approving the Program Year 2019 Consolidated Annual Performance Evaluation Report
- (2) Draft Consolidated Annual Performance Evaluation Report for Program Year 2019

RESOLUTION NO. 2020- ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE
EVALUATION REPORT FOR PROGRAM YEAR 2019**

WHEREAS, the City of Citrus Heights has applied for and received Community Development Block Grant (CDBG) funds as an entitlement jurisdiction from the Government of the United States under Title I of the Housing and Community Development Act of 1974;

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is the federal agency designated to regulate and oversee the administration of the CDBG program;

WHEREAS, HUD requires entitlement jurisdictions to complete an annual evaluation of their grant programs through a report known as the Consolidated Annual Performance and Evaluation Report (CAPER);

WHEREAS, a public notice was published on March 2, 2020 in *The Sacramento Bee*, 14 days in advance of a 15-day period to review and provide comments on the draft CAPER prior to approval by the City Council on March 26, 2020;

WHEREAS, approval of the CAPER is not subject to the California Environmental Quality Act (CEQA), pursuant to Section 15060(c) (2), as its approval will not result in a direct or reasonably foreseeable indirect physical change in the environment.

NOW THEREFORE BE IT RESOLVED AND ORDERED that the City of Citrus Heights does hereby:

- (1) Approve the Consolidated Annual Evaluation Report (CAPER) for PY 2019,
- (2) Authorize the City Manager to submit the CAPER to the U.S. Department of Housing and Urban Development (HUD), and
- (3) Allow staff to make minor technical modifications and/or necessary corrections to the CAPER as required by HUD.

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 26th day of March 2020 by the following vote, to wit:

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

Jeff Slowey, Mayor

ATTEST:

Amy Van, City Clerk



City of Citrus Heights
Consolidated Annual Performance Evaluation Report
For Program Year 2019
Draft Report for Public Review; City Council Public Hearing
March 26, 2020



CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The city completed several activities in Program Year (PY) 2019, including the following:

- The city partnered with the Sunrise Recreation and Park District, Republic Services, and Rebuilding Together to make improvements to Rusch Park, a park located in a primarily low-income neighborhood, including the installation of a new, modern playground.
- Provided a range of social services through several partner agencies, including senior meals, landlord/tenant and fair housing counseling, juvenile diversion and education services, domestic violence, and an after-school youth program.
- Ongoing collaboration with several governmental entities in the region including Sacramento Housing and Redevelopment Agency, Elk Grove, and Rancho Cordova on a regional Assessment of Fair Housing.
- Offered a Housing Repair Program to low-income homeowners to make health and safety repairs to their homes.
- Offered a First-Time Homebuyer Program to eligible low-income persons interested in purchasing a home in Citrus Heights.
- Completed the city's 2020 – 2024 Consolidated Plan and associated outreach activities to obtain robust community input.

The city's 2019 Accessibility Improvement Project has been delayed, this project will be continued in 2020. In addition to CDBG-funded services, the city also assisted thousands of people through is locally funded nonprofit grant programs. These grants provided funding for housing counseling and navigator services, domestic violence services, food for low-income people and seniors, and a variety of youth programs including an after-school program for at-risk youth, employment readiness, and juvenile diversion and education program.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

2019 Consolidated Annual Performance Evaluation Report

Goal	Category	Indicator	Unit of Measure	Expected Strategic Plan	Actual Strategic Plan	Percent Complete	Ex Pr
Construct or Upgrade Public Facilities Rusch Park Playground Improvement Project	Non-Housing Community Development	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	12,270	12,270	100%	1
Create Job Training Opportunities Crossroads Diversified Services	Non-Homeless Special Needs	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	50	164	328%	
Expand Homeless Housing and Services Self-Help Housing Navigator & Housing Counseling Services	Homeless	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	112	278	248%	
Expand Homeless Housing and Services	Homeless	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0	0	
Foster Affordable Housing	Affordable Housing	Rental units constructed	Household Housing Unit	0	0	0	
Foster Affordable Housing Housing Repair Program	Affordable Housing	Homeowner Housing Rehabilitated	Household Housing Unit	30	34	113%	
Foster Affordable Housing First-Time Homebuyer Program	Affordable Housing	Direct Financial Assistance to Homebuyers	Households Assisted	2	1	50%	

Improve Accessibility Accessibility Improvement Project	Non-Housing Community Development	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	5,000	0	0%	
Other Public Service Needs Sunrise Christian Food Ministry, Campus Life, Meals on Wheels, Terra Nova Counseling, WEAVE, Inc.	Homeless Non-Homeless Special Needs	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	8547	7502	87.77%	8
Other Public Service Needs Self-Help Housing Renters Helpline Services	Homeless Non-Homeless Special Needs	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	310	278	90%	
Other Public Service Needs	Homeless Non-Homeless Special Needs	Homeless Person Overnight Shelter	Persons Assisted	0	0	0	

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

As part of the Consolidated Plan effort, the city selected two key priorities:

1. Build healthy communities; and
2. Expand economic opportunities.

The goals align closely with three of the City Council three-year goals, which include maintain fiscal stability, diversify for a changing economy, and improve streets and infrastructure.

1. Foster affordable housing;
2. Expand homeless transitional housing and services;
3. Create job training opportunities;
4. Improve accessibility;
5. Construct or upgrade public facilities, and
6. Provide other social services.

The 2015-2019 Consolidated Plan identifies the following housing goals:

- Enhance the quality of safety of the existing housing stock, and
- Provide programs that assist first-time homebuyers in order to stabilize homeownership rates and to increase the level of resident investment in neighborhoods.

All projects funded during 2019 addressed one or more of the priorities included in the Consolidated Plan. The city has made progress towards addressing homelessness prevention, provided health and safety repair loans to homeowners, supported nonprofits while offering a wide range of social services, and assisted with a park and public infrastructure improvement project.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	3,982
Black or African American	421
Asian	69
American Indian or American Native	192
Native Hawaiian or Other Pacific Islander	45
Other multiracial	2,242
Total	6,951
Hispanic	796
Not Hispanic	6,155

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Demographically, the race/ethnicity of persons assisted generally reflects the diversity of Citrus Heights residents. Each Subrecipient is required to gather demographics for each client and/or household.

CR-15 - Resources and Investments 91.520(a)**Identify the resources made available**

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,241,819.48	384,564.97
HOME	public - federal	565,377.36	-
General Fund	public - local	133,400	128,400
Other	public - state	-	-

Table 3 - Resources Made Available**Narrative**

The city expended a total of \$384,564.97 in CDBG funds during Program Year (PY) 2019. The largest project this year was the Rusch Park playground improvement project, which expended \$100,000 in CDBG funds. In addition, the city allocated \$133,400 in General Fund monies in support of public service activities to CDBG-eligible nonprofits. Meals on Wheels by ACC, Sunrise Christian Food Ministry, Sayonara Youth Center, Terra Nova Counseling, and many other organizations were beneficiaries of these funds. The actual amount of General Fund monies expended during the city's PY was \$128,400.

Terra Nova Counseling was awarded \$5,000 in General Fund monies and \$10,000 in CDBG funds. In March, 2019 the city received a letter from Terra Nova Counseling informing the city the Juvenile Diversion and Education Program has been cancelled due to the Board of Directors of Terra Nova Counseling deciding to close the department that provides the Juvenile Diversion and Education Program. The term of the Terra Nova agreement began January 1, 2019 and ended April 30, 2019. Therefore, the unspent funds will be returned to the appropriate funding sources.

The city's First-Time Homebuyer Program assists first-time homebuyers who are income eligible to purchase their first home in the City of Citrus Heights. This program is funded with CalHome and HOME funds the city receives through loan repayments. The Sacramento Housing Redevelopment Agency (SHRA) is the lead agency in HOME Consortium and manages the city's HOME funds. The city expended \$0 in 2019 to assist first-time homebuyers. Due to the competitive real estate market in Sacramento County and the income restrictions of the program, it is difficult for first-time homebuyers to enter the market, but the city assists where possible through this program.

Identify the geographic distribution and location of investments

Narrative

The city's CDBG-funded projects took place at various locations throughout Citrus Heights. The Rusch Park Playground Improvement Project, is located in a primarily low- and moderate- income census block. Most programs the city offered, including the housing repair program, first-time homebuyer program, and all public services, were available to eligible low-income individuals and households citywide.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

There is no federal requirement for the city to match CDBG funds with other non-federal program resources. In 2019, the city allocated \$133,400 in General Fund revenue to nonprofits providing a community service in Citrus Heights, in addition to the CDBG investments.

With respect to public service, the city requires all Subrecipients to identify other resources that will be utilized during the program year to operate and implement CDBG supportive activities. It is the city's intent to ensure adequate non-federal and private funds are available, thus minimizing the dependence on federal funds.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	-	-
Number of Non-Homeless households to be provided affordable housing units	-	-
Number of Special-Needs households to be provided affordable housing units	-	-
Total	-	-

Table 4 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	-	-
Number of households supported through The Production of New Units	-	-
Number of households supported through Rehab of Existing Units	8	2
Number of households supported through Acquisition of Existing Units	-	-
Total	8	2

Table 5 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The city was unable to meet its affordable housing goals as outlined in the Consolidated Plan this year. This is due to a lack of viable projects and a lack of available funding. The City of Citrus Heights is 98% built out so there is little land available for new housing developments. Additionally, this means the city does not have substantial development fees with which to fund these efforts. Furthermore, due to the city's revenue neutrality agreement with the county, Citrus Heights does not receive any property tax revenue until 2022. The elimination of Redevelopment funding at the state level makes the development of affordable housing increasingly challenging.

Despite these challenges, the city has taken steps towards meeting its affordable housing goals. On January 11, 2019, the City Council approved a 47 unit multi-family affordable housing development, named Sunrise Pointe. In addition, the City Council approved the allocation of \$1.3 million from the Citrus Heights HOME Investment Partnerships Fund. The Sacramento Housing and Redevelopment Agency (SHRA) is the lead agency in the HOME Consortium and is responsible for managing the city's annual HOME allocation and related program income. The Sunrise Pointe developer is Jamboree Housing Corporation and the service provider is TLCS, Incorporated. Sunrise Pointe will provide permanent affordable housing for persons and families identified through the coordinated entry system.

The project is a qualified "affordable" project under the State Government Code. To qualify as an affordable housing development, the project must set aside a certain number of units to households whose income is considered low to very low. Sunrise Pointe is a 100 percent affordable development, meaning all 46 units will be for residents whose income ranges all within or below the income limits. The developer has agreed to execute 55-year affordability covenants on the property in exchange for the HOME funds. The Sunrise Pointe development is made up of two residential buildings totaling 46 rental units and one manager apartment. This project is currently identifying gap funding. The construction date of this project has yet to be determined.

Additionally, the city is optimistic that we will move forward with Sayonara Drive development as described below.

Discuss how these outcomes will impact future annual action plans.

The city owns 13 vacant lots on Sayonara Drive, which once contained dilapidated four-plexes that were demolished using Neighborhood Stabilization funds. The tenants were relocated and the city has a state statutory requirement to replace these units. As part of the Sunrise Pointe Project approved in January 2019, the city will replace 23 units or 46 bedrooms. This leave a remaining replacement obligation of 12 units or 24 bedrooms. The city is currently working on a plan to satisfy the remaining replacement obligation.

Additionally, the city promotes affordable housing opportunities through its Housing Rehabilitation Program offering low-interest, deferred payment loans to homeowners for essential repairs. This program assists homeowners in maintaining affordable housing and improves the overall condition of the city's housing stock for future generations.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine eligibility of the activity.

Number of Households Served	CDBG Actual
Extremely Low-income	-
Low-income	1
Moderate-income	1
Total	2

Table 6 – Number of Households Served

Narrative Information

All of the persons noted were households assisted by the Housing Rehabilitation Program. This program is available to Citrus Heights homeowners who are low-income and how have health and safety hazards present in their homes. In 2020, the Housing Rehabilitation program will continue to be available to homeowners in Citrus Heights.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The city provided funding to Sacramento Self-Help Housing (SSHH), which delivers an ongoing service to an increasing number of households each year. SSHH continues to provide housing counseling services and navigator services to low-income and homeless persons as well as those at risk of becoming homeless. The city's navigator engages and interacts with individuals located in Citrus Heights.

The housing counselor provides housing information and other referrals based on the household's intake assessment. Each household is provided with information regarding housing availability and rental criteria. In addition, participants may receive assistance in completing housing-related paperwork such as rental applications, and receive housing interview tips. The housing counselor served as the household's advocate and maintained regular contact through routine follow-up. The housing counselor may provide additional housing referrals and support as needed until the household secures permanent and stable housing.

The navigator provided outreach services to individual and/or families who are currently or in immediate danger of becoming homeless. The navigator is an employee of Sacramento Self-Help Housing who collaborates with the Citrus Heights Homeless Outreach Officer to locate and identify persons within the homeless population in want of services. The Navigator's goal is to remove the barriers to accessing housing including connecting individuals to available services and transporting clients to appointments. The Navigator will interact with the homeless in a positive way, get to know the person and assist them with overcoming the barriers that keep them from obtaining and maintaining permanent and stable housing.

Addressing the emergency shelter and transitional housing needs of homeless persons

City staff participates in the Homeless Assistance Resource Team (HART), a group of agencies, nonprofits, faith based organizations, members of the business community and interested individuals dedicated to addressing Citrus Heights homeless issue. The goal of HART is to provide homeless individuals with resources so they may better access housing options. The Navigator also provides referrals and resources. The Citrus Heights HART operates an annual Winter Sanctuary Program that provides overnight shelter and services from December to February for up to 25 individuals per night.

City staff also participates in outreach efforts to the unsheltered homeless. Police officers who are in contact with the homeless population connect with the Navigator to conduct outreach along the trails, creeks and other known homeless camps. The Navigator will also connect clients to Sacramento Steps Forward, the HUD-designated Continuum of Care (CoC) for the Sacramento Region.

The city maintains strong involvement with Sacramento Steps Forward as it manages the Continuum of Care. The city's Housing and Human Services Coordinator, Stephanie Cotter, currently serves on the Continuum of Care Advisory Board. The Continuum of Care Board is responsible for advising the Sacramento Steps Forward Board of Directors on policy around the issue of homelessness. The goal of the Advisory Board is to ensure Sacramento Steps Forward retains a broad representation of the constituents in the community, allowing the organization to establish a more efficient method of community planning and evaluation.

As mentioned, the city funds Sacramento Self-Help Housing who offers housing counseling to those who are at risk of homelessness or who are homeless along with the Navigator who reaches out to the homeless in partnership with the Citrus Heights Police Department. Additionally, the City of Citrus Heights is an active participant in the regional Homeless Emergency Aid Program (HEAP) efforts. The City Council adopted an emergency shelter crisis declaration in January 2019 and is working with the CoC to implement and monitor the HEAP-funded programs within Sacramento County.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The city provided funding to Sacramento Self-Help Housing who offers housing counseling to households who are at risk of becoming homeless. Self-Help collaborates with nonprofits to reach a greater number of clients who many need assistance locating stable housing options. In addition, Self-Help provides a searchable database of low-income housing options on their website.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The city coordinates and participates in the Homeless Assistance Resource Team (HART), a group of agencies, nonprofits, faith-based organizations, and interested individuals dedicated to addressing Citrus Heights homeless issues. The goal of HART members is to provide homeless individuals with resources in order to access housing. The city also participates in outreach efforts to unsheltered homeless with the Citrus Heights Navigator and the Citrus Heights Police Department, resources provided upon contact of someone experiencing homelessness or at-risk of homelessness.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Sacramento Housing and Redevelopment Agency (SHRA) is the public housing agency serving the City of Citrus Heights. SHRA is independent of Citrus Heights, and the city retains no control over their funding or implementation of programs. Refer to the SHRA Public Housing Authority Annual Action Plan for information on the ways that SHRA addresses public housing needs.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

SHRA encourages public housing residents to participate in policy, procedure, and program implementation of development through its Resident Advisory Board. In addition, the Housing Authority recognizes Resident Committees throughout the Sacramento Region; the residents are elected bodies representing residents in their respective complexes. SHRA also distributes a quarterly newsletter to all residents, contains relevant news, information on training and employment opportunities, and other community resources available to public housing residents. Public housing residents also participate in the development of SHRA's five-year annual plan. The Resident Services Division distributes a survey to prioritize resident needs, and short- and long- term improvements.

Actions taken to provide assistance to troubled PHAs

SHRA is not designated as "troubled".

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

A continued supply of housing to all households income levels is essential to meet the needs of the residents of the city. Citrus Heights is largely "built-out" and the supply is dependent not only on production, but on the preservation of existing affordable housing. To assure the continuing production of affordable housing, the city has examined possible constraints and barriers. Constraints to affordable housing are both governmental and non-governmental. Governmental constraints include land use controls, entitlement processing, fees, and building codes.

Land uses controls are necessary to ensure orderly and appropriate development and growth in the city. Fees, land dedication and public improvements are usually required as part of land development and entitlement processing to ensure an adequate supply of infrastructure, parks, and schools to serve the development. The city may consider waiving appropriate development fees to facilitate development of affordable housing. Building and housing codes are implemented to ensure the safety of the community (housing residents, specifically).

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

There are several constraints to meeting low-income residents noted in the 2015-2019 Consolidated Plan. The two primary obstacles to meeting low-income residents needs:

- Available funding is not sufficient to address the community's needs. In 2019, \$111,000 in CDBG funding was available to public service agencies and the city provided \$133,400 in local funding for Fiscal Year (FY) 18/19. The city continues to support nonprofits to identify other public or private funding sources.
- Although the majority of the region's service providers are located in Sacramento, Citrus Heights is home to services such as food banks, youth programs, and domestic violence service providers. Citrus Heights offers public transportation to the Sacramento area, but residents are sometimes reluctant or unable to travel outside of their community to receive services.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The city contracts with a third-party firm to administer its housing programs. This firm contracts with qualified lead abatement contractors to conduct lead-based paint identification, assessment, and clearance services to reduce lead hazard. The work is compliant with Title X requirements. The city provided lead-based grants to one single-family household.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The city's anti-poverty strategy focuses on providing a range of employment opportunities and supportive services aimed at enabling those in poverty to move into the workforce, as well as supporting activities that preserve and expand the supply of housing affordable to target-income households.

- Meals on Wheels by ACC offered daily nutritious meals to low-income homebound seniors and offered congregate meals to seniors.
- Sacramento Self-Help Housing provided counseling and social services to homeless individuals or those at risk of becoming homeless, including drop-in counseling/office hours and case management services.
- Sunrise Christian Food Ministry operates an emergency food closet available to low-income persons.
- The city also provides code enforcement services to ensure lower-income households have a safe and decent place to live.

Citrus Heights residents also have access to anti-poverty services provided by the County Department of Human Assistance. The County provides many programs designed to provide temporary assistance to families in need, and coordinates the County's welfare-to-work programs, with an emphasis on creating employment connections and increasing the income of the program's participants. Overall, the goal of all agencies' programs is economic self-sufficiency.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

In an effort to eliminate gaps in institutional structures, the city remains actively involved with neighboring jurisdictions and regional governmental entities. The city coordinates with Sacramento Housing and Redevelopment Agency (SHRA) to address affordable housing needs related to public housing activities. In addition, the city collaborated with SHRA to allocate the city's HOME funds to the Sunrise Pointe Affordable Apartment Project. The city also collaborated with several municipalities and SHRA to prepare a regional grant application for the Emergency Solutions Grants and No Place Like Home programs. As mentioned previously, Citrus Heights is also partnering with Sacramento Steps-Forward, Sacramento County, City of Sacramento, City of Elk Grove, and the City of Rancho Cordova on the California Homeless Emergency Aid Program (HEAP).

In addition, the city continues to collaborate with Elk Grove and Rancho Cordova, the two other small entitlement jurisdictions in Sacramento County, and continues to look for opportunities to increase and enhance services to residents.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The city continues to work with neighboring jurisdictions, including the City of Rancho Cordova, City of Elk Grove, County and City of Sacramento and the Sacramento Housing and Redevelopment Agency, to address the regional issues that affect the needs of low-income persons as well as special need programs, shared Subrecipient monitoring and research into issues of interest such as the Affirmatively Furthering Fair Housing final rule. The city also continues to work with many of the local nonprofits that provide a range of services to low-income residents.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

HUD provides specific requirements that entitlement grantees certify that they will affirmatively further fair housing in their jurisdiction. Fair Housing objectives are broad, and include requirements to promote fair housing choice for all persons and to foster compliance with nondiscrimination provisions of the Fair Housing Act. These requirements are satisfied, in part, by analyzing impediments to fair housing choice within the jurisdiction and taking appropriate action to overcome the effects of identified impediments.

The city's approach to fair housing in 2019 focused on outreach and education:

- Sacramento Self-Help Housing (SSHH) has provided education on tenant/landlord and fair housing law to clientele in need since 2013. SSHH also works with the California Apartments Association (CAA), Legal Services of California, and Project Sentinel to provide fair housing education, investigation, and resources.
- The city entered into an agreement in December 2016 between the Sacramento Housing and Redevelopment Agency (SHRA) and ten other municipal corporations to cost share the fees to assess fair housing. The regional assessment of fair housing is currently underway and will be completed in 2020. This is the first partnership of its kind nationwide.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The city uses a monitoring system to ensure that CDBG-funded activities are in compliance of applicable laws, regulations, policies, sound management, and account practices. The primary objective of the city's monitoring efforts include:

- To ensure the Subrecipient has the capacity to carry out their responsibility and to do so in a timely manner.
- To ensure the Subrecipient is carrying out the project as described in their agreement, complying with applicable laws and regulations.
- To ensure the project is operating in a manner that minimizes the opportunity for fraud, waste, and mismanagement.

In November of 2019, city staff hosted a CDBG Subrecipient Workshop. The workshop was formatted to review federal requirements unique to CDBG, the subrecipient agreement, introduced CDBG reporting forms and answered questions. Therefore, all Subrecipients are informed of their obligations to collect the required information on income, household composition, race, and ethnicity. City staff also provides information to each Subrecipient that outlines the agreement terms and CDBG policies such as data collection and financial management. In addition, staff recommends each Subrecipient read the "Playing by the Rules" guide produced by HUD.

Quarterly, staff reviews the progress the Subrecipient has been making toward achieving performance goals. Public service Subrecipients must report their population with each invoice. Each Subrecipient agreement contains provisions for reduction or termination in the event goals are not accomplished or when past performance issues have not been resolved. Onsite monitoring of Subrecipients is conducted based on an annual desk assessment performed by city staff.

The city placed a strong emphasis on its Subrecipients to gather complete and accurate information on the persons or households served, and regularly reporting of progress. In addition, staff provides technical assistance to each Subrecipient throughout the year as needed.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City of Citrus Heights Housing and Grants Division, under the Community Development Department, serves as the lead agency for the administration of the city's CDBG funds.

Direct questions relating to this report to:

City of Citrus Heights
6360 Fountain Square Drive
Citrus Heights, CA 95621
Housing Division
Stephanie Cotter, Housing & Human Services Program Coordinator
916-747-4768
scotter@citrusheights.net

This report was made available for public comment review during a 15-day public comment period from March 15, 2020 to March 30, 2020. A public notice announcing its availability was published in the Sacramento Bee on March 2, 2020. A public hearing on this report will be held March 26, 2020 during the Citrus Heights Council meeting. Any public comments received will be summarized and attached to this report prior to final submission to HUD.



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: March 26, 2020

TO: Mayor and City Council Members

FROM: Christopher W. Boyd, City Manager

SUBJECT: **Adopting a Resolution Ratifying the Proclamation Declaring the Existence of a Local Emergency Regarding Novel Coronavirus (COVID-19)**

Summary and Recommendation

On March 19, 2020, the Mayor, as authorized by Government Code Section 8550 et seq., including Section 8558(c), issued Proclamation No. 2020-001 declaring the existence of a local emergency in the City of Citrus Heights in response to the novel Coronavirus (COVID-19) public health crisis. While it may seem contradictory, this proclamation does not signify an increased risk to Citrus Heights residents. Rather, by proclaiming a local emergency, the City is taking important administrative action that allows the City potential access to additional aid and available resources.

Staff recommends the City Council adopt Resolution No. 2020-___; A Resolution of the City Council of the City of Citrus Heights, California, ratifying the proclamation declaring the existence of a local emergency.

Fiscal Impact

There is no fiscal impact associated with this action; however, adoption of this resolution will facilitate the ability for the City to request resources including financial support and reimbursement from the State Office of Emergency Services (OES) and Federal Emergency Management Agency (FEMA) for costs incurred in preparation and/or response to COVID-19. The estimated costs in responding to COVID-19 are unknown and will vary based on future outbreak.

Background and Analysis

This declaration of a local emergency comes as local, State, and Federal governments work collaboratively to control the spread of COVID-19 and mitigate the impact on hospital systems.

On January 30, 2020, the World Health Organization (WHO) declared the COVID-19 outbreak a “public health emergency of international concern” and on March 11, 2020, the WHO has elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation’s healthcare community in responding to COVID-19. The United States Centers for Disease Control and Prevention (CDC) has determined that the virus presents a serious public health threat, requiring coordination among state and local health departments to ensure readiness for potential health threats associated with the virus.

In declaring a State of Emergency, Governor Gavin Newsom indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home monitoring based on possible travel-based exposure to the virus, with officials expecting the number of cases in California, the United States, and worldwide to increase.

On March 5, 2020, the Sacramento County Public Health Officer proclaimed a public health emergency in Sacramento County due to the threat to public health and safety from COVID-19. According to the County of Sacramento’s website, as of March 17, 2020, there are 40 confirmed cases of COVID-19, and tragically resulting in 2 deaths.

On March 19, 2020, the Mayor issued Proclamation No. 2020-001 declaring the existence of a local emergency in the City of Citrus Heights. The purpose of declaring a local health emergency empowers the City to:

- More effectively respond to COVID-19;
- Seek and utilize mutual aid;
- Potentially obtain reimbursement; and
- Ensure that the City of Citrus Heights staff have all the necessary tools and powers at their disposal to slow the spread of COVID-19.

It is worth reiterating that this declaration of emergency is proactive in nature. There is no reason for City residents or visitors to panic. The City will continue these preparation and planning efforts, alongside our partner agencies.

Attachments

1. Resolution No. 2020-____ ratifying the proclamation declaring the existence of a local emergency.
2. Proclamation 2020-001 Declaring the Existence of a Local Emergency in the City of Citrus Heights

RESOLUTION NO. 2020-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, RATIFYING PROCLAMATION NO. 2020-001 DECLARING THE
EXISTENCE OF A LOCAL EMERGENCY**

**THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS DOES HEREBY
RESOLVE AS FOLLOWS:**

WHEREAS, Government Code Section 8550, et seq., including Section 8558(c), authorizes the City Council to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a “public health emergency of international concern” and on March 11, 2020, the WHO has elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation’s healthcare community in responding to COVID-19. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on February 2, 2020, the federal government initiated the suspension of entry of foreign nationals who were in China during the 14-day period preceding their entry or attempted entry into the United States. United States citizens, residents, and their immediate family members who were in China during the 14-day period preceding their entry into the United States are permitted entry, but are redirected to one of 11 airports where the CDC has quarantine stations to

undergo health screening. Depending on their health and travel history, they will have some level of restrictions on their movements for 14 days from the time they left China. On February 29, 2020, the President expanded restrictions to include all aliens who were physically present within the Islamic Republic of Iran during the 14-day period preceding their entry or attempted entry into the United States, with additional travel restrictions being imposed on travel from Europe on March 11, 2020; and

WHEREAS, as of March 19, 2020, the WHO reported 207,855 confirmed cases of COVID-19, resulting in 8,648 deaths; and 7,087 confirmed cases in the United States, resulting in 97 deaths; and

WHEREAS, in declaring a State of Emergency, the Governor indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home monitoring based on possible travel-based exposure to the virus, with officials expecting the number of cases in California, the United States, and worldwide to increase; and

WHEREAS, the Governor and the California Department of Public Health on March 11, 2020 issued a statement entitled “California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19,” determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function; and

WHEREAS, the Governor on March 12, 2020 issued Executive Order N-25-20, ordering, *inter alia*, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS; on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

WHEREAS, on March 5, 2020, the Sacramento County Public Health Officer proclaimed a public health emergency in Sacramento County due to the threat to public health and safety from COVID-19; on March 17, 2020, the Sacramento County Health Officer issued a directive that Sacramento County residents to stay at home unless they have essential chores to undertake, to which that was followed by a stay at home order on March 19, 2020; and

WHEREAS; since at least March 9, 2020, the spread of COVID-19 has been escalating and could significantly impact the Citrus Heights community, including the City's economy; and

WHEREAS, the City of Citrus Heights has the power to impose measures to promote social distancing including but not limited to limitations on public events within the City of Citrus Heights; and

WHEREAS, state and local public health officials may, as they deem necessary in the interest of public health, issue orders limiting attendance at public assemblies, conferences, or other mass events, which will cause the cancellation of such gatherings through no fault or responsibility of the parties involved, thereby constituting a force majeure; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to Citrus Heights; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, on March 19, 2020 the Mayor of the City of Citrus Heights declared a local emergency as authorized by Government Code section 8630. A true and correct copy of Proclamation No. 2020-001 is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, IT IS ORDERED by the City Council of the City of Citrus Heights as follows:

- A. The Mayor's Proclamation of Local Emergency No. 2020-001 dated March 19, 2020, and orders contained therein, is hereby ratified.
- B. As contemplated in the Emergency Services Act contained in Government Code Section 8550, et seq., including Section 8558(c), a local emergency existed since March 9, 2020, based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.
- C. The area of the City which is endangered/imperiled is the entire City.
- D. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by ordinances, resolutions, and orders of this City.
- E. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.
- F. That a copy of this resolution and the emergency proclamation be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State Law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the City of Citrus Heights; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

PASSED, APPROVED AND ADOPTED this 26th day of March, 2020.

Jeff Slowey, Mayor

ATTEST:

APPROVED AS TO FORM:

Amy Van, City Clerk

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss
CITY OF CITRUS HEIGHTS)

I, AMY VAN, City Clerk of the City of Citrus Heights, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2020-____ and was duly passed and adopted by the City Council of the City of Citrus Heights at an emergency meeting held on the 26th day of March, 2020, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Citrus Heights this 26th day of March, 2020.

AMY VAN, CITY CLERK

(SEAL)

PROCLAMATION NO. 2020-001

A PROCLAMATION BY THE MAYOR OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, DECLARING THE EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Government Code Section 8550 et seq., including Section 8558(c), authorize the Mayor to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in 117 countries, with over 44,000 cases, including the United States; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a “public health emergency of international concern” and on March 11, 2020, the WHO has elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation’s healthcare community in responding to COVID-19. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on February 2, 2020, the federal government initiated the suspension of entry of foreign nationals who were in China during the 14-day period preceding their entry or attempted entry into the United States. United States citizens, residents, and their immediate family members who were in China during the 14-day period preceding their entry into the United States are permitted entry, but are redirected to one of 11 airports where the CDC has quarantine stations to undergo health screening. Depending on their

health and travel history, they will have some level of restrictions on their movements for 14 days from the time they left China. On February 29, 2020, the President expanded restrictions to include all aliens who were physically present within the Islamic Republic of Iran during the 14-day period preceding their entry or attempted entry into the United States, with additional restrictions being imposed on travel from Europe as of March 11, 2020; and

WHEREAS, as of March 18, 2020, the WHO reported that, to date, 194,028 confirmed cases of COVID-19, resulting in 7,873 deaths; there are 4,356 confirmed cases in the United States; and

WHEREAS, on March 5, 2020, the Sacramento County Public Health Officer proclaimed a public health emergency in Sacramento County due to the threat to public health and safety from COVID-19; and

WHEREAS, in declaring a State of Emergency, the Governor indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home monitoring based on possible travel-based exposure to the virus, with officials expecting the number of cases in California, the United States, and worldwide to increase; and

WHEREAS, the Governor and the California Department of Health on March 11, 2020 issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19," determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function; and

WHEREAS, the Governor on March 12, 2020 issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS; on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

WHEREAS; on March 17, 2020, the Sacramento County Health Officials issued a directive that Sacramento County residents to stay at home unless they have essential chores to undertake; and

WHEREAS; for the past 10 days, the spread of COVID-19 has been escalating and could significantly impact the Citrus Heights community, including the City's economy; and

WHEREAS, the City of Citrus Heights has the power to impose measures to promote social distancing including but not limited to limitations on public events; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to Citrus Heights and Sacramento County; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future

reimbursement by the state and federal governments will be critical to successfully responding to COVID-19.

NOW, THEREFORE, IT IS PROCLAIMED AND ORDERED by the Mayor of the City of Citrus Heights as follows:

- A. As contemplated in the Emergency Services Act contained in Government Code Section 8550 et seq., including Section 8558(c), a local emergency has existed since March 9, 2020, based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.
- B. The area of the City which is endangered/imperiled is the entire City.
- C. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by ordinances, resolutions, and orders of this City.
- D. The City Council as a whole shall review and ratify this proclamation within 7 days as required by state law, and if ratified, shall continue to exist until the City Council proclaims the termination of this local emergency. The City Council shall review the need for continuing the local emergency as required by state law until it terminates the local emergency, and shall terminate the local emergency at the earliest possible date that conditions warrant.
- E. That the City of Citrus Heights orders that, within the boundaries of the City of Citrus Heights, the Public Health Experts' recommendations shall be deemed mandatory.
- F. That a copy of this proclamation be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State Law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the City of Citrus Heights; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the

State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

PROCLAIMED this 19th day of March, 2020.

A handwritten signature in black ink, appearing to read "Jeff Slowey", with a stylized, cursive script.

Jeff Slowey, Mayor

A handwritten signature in black ink, appearing to read "C. W. Boyd", with a cursive script.

Christopher W. Boyd, City Manager

ATTEST:

A handwritten signature in blue ink, appearing to read "Amy Van", with a cursive script.

Amy Van, City Clerk



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: March 26, 2020

TO: Mayor and City Council Members
Christopher W. Boyd, City Manager

FROM: Stuart Hodgkins, City Engineer
Leslie Blomquist, Principal Civil Engineer

SUBJECT: **Adopt Old Auburn Road Complete Streets Plan**

Summary and Recommendation

Since incorporation, the city has been committed to improving traffic safety for all users on public roadways. As part of this commitment, the city adopted the City of Citrus Heights Pedestrian Master Plan (PMP) in 2016. During the PMP public engagement efforts, Old Auburn Road emerged as a community priority for improved pedestrian facilities and was ultimately identified as a corridor in need of a “Focus Area Plan.”

In December 2017, the California Department of Transportation (Caltrans) awarded the city a Sustainable Communities Grant to develop a Complete Streets Plan for the portion of Old Auburn between Sylvan Road/Auburn Blvd. and Garry Oak Drive (just east of Fair Oaks Boulevard).

Staff recommends the City Council adopt Resolution No. 2020-____ A Resolution of the City Council of the City of Citrus Heights, California, adopting the Old Auburn Road Complete Streets Plan and finding that the Old Auburn Complete Streets Plan is statutorily exempt from the California Environmental Quality Act (CEQA).

Fiscal Impact

There is no direct cost associated with adopting the Old Auburn Road Complete Streets Plan (Plan). The preparation of the Plan was funded by a Caltrans Sustainable Communities Grant (81.45%) with staff time and TDA Bike/Ped funding as the local match. The estimated cost to implement the Plan is between \$15 Million and \$25 Million depending on final design components. Having an adopted Plan is an important tool to be competitive for state and federal funding opportunities in the future for the Plan implementation.

Background and Analysis

The City is committed to implementing Complete Streets improvements for enhanced bicycle and pedestrian use.

In 2011, the City adopted the General Plan and Greenhouse Gas Reduction Plan with several related goals, policies and measures including:

Goal 29: “Plan, design, construct, and manage a Complete Streets transportation network that accommodates the needs of all mobility types, users and ability levels.”

Policy 29.4: “Support safe, complete and well-connected neighborhood street, bicycle, and pedestrian access and connections that balance circulation needs with the neighborhood context.”

Measure 3-5.A: “Maximize pedestrian and bicycle use through high-quality design, enhanced infrastructure, and enforcing bike and pedestrian travel rights.”

In 2016, the city adopted the PMP. During the PMP public engagement efforts, Old Auburn Road emerged as a community priority for improved pedestrian facilities and was ultimately identified as a corridor in need of a “Focus Area Plan.”

In December 2017, the California Department of Transportation (Caltrans) awarded the city a Sustainable Communities Grant to develop a Complete Streets Plan for the portion of Old Auburn between Sylvan Road/Auburn Blvd. and Garry Oak Drive (just east of Fair Oaks Boulevard).

The Plan has been developed to improve traffic safety for all users. The concepts included in the Plan are specifically recommended with the goal to reduce vehicle speeds, improve bicycle and pedestrian safety (therefore increasing the number of pedestrians and bicyclists), improve vehicle safety by reducing conflict points, and reduce the number of vehicles using the corridor as a cut-through. This is accomplished by implementing a variety of complete street concepts including separated bicycle facilities, separated sidewalks, reduced number and width of vehicular travel lanes, and enhanced pedestrian crossings to name a few.

The Plan addresses many existing, challenging transportation conditions including excessive speeds, skewed intersections (not intersecting at ninety degrees), inadequate bicycle, pedestrian and transit infrastructure, and a history of collisions along a nearly 2-mile segment of Old Auburn Road.

During development of the Plan, the corridor was reviewed in great detail analyzing the following:

- Crash data between 2013 and 2017

- Historic and current daily corridor traffic counts and intersection turning movement counts
- Existing use of the roadway. Utilizing “Big Data” (large set of cell phone GPS data), the city was able to determine the percent of vehicles that currently use Old Auburn Road as a ‘cut-through’ route (i.e. they drive on Old Auburn Road, but do not start or end their trip within the city).
- Vertical curve and intersection sight distance
- Intersection and traffic signal design and operations
- Previous resident calls, emails and videos to the city regarding traffic and corridor safety
- Resident concerns, experiences and comments received during many public engagement opportunities

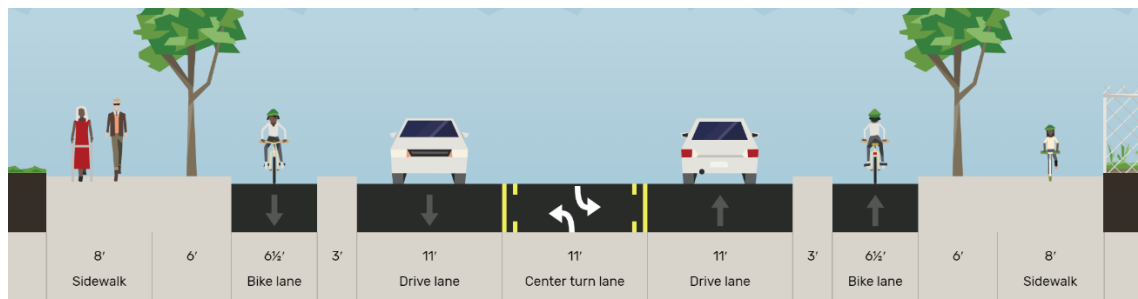
In addition, interviews were conducted with the Citrus Heights Code Enforcement Division, Planning Division, Engineering Division, and the Police Department Traffic Unit for historical and personal observations of problem areas, accident frequency and types.

In general, the Plan proposes a concept that includes one lane in each direction, with a center two-way left turn lane as shown in the image below:



Proposed Cross Section

Two alternatives were developed for the portion of Old Auburn Road between Antelope Road and Fair Oaks Boulevard as shown in the images below:



Alternative 1

One eastbound lane, one westbound lane (with two way center turn lane)



Alternative 2

Two eastbound lanes, one westbound lane (with two way center turn lane)

Both options were presented during study sessions with the Planning Commission and City Council. A comparison of the key aspects of each alternative are as follows:

Alternative 1

Reduction from two to one eastbound lane:

- Reduces conflict points for vehicles turning in and out of side streets and driveways in both directions of travel.
- Increases average travel time for vehicles traveling from southbound Antelope to eastbound Old Auburn to southbound Fair Oaks by 58 sec in the AM peak period. (Delay measured in comparison to existing.)
- Increases average travel time for vehicles traveling from northbound Fair Oaks to westbound Old Auburn to northbound Antelope by 60 sec in the PM peak period. (Delay measured in comparison to existing.)
- Provides room for 8 foot wide sidewalks, and a landscape buffer on both sides of the roadway

Alternative 2

Maintaining two eastbound lanes:

- Reduces conflict points for vehicles turning in and out of side streets and driveways in westbound direction only.
- Increases average travel time for vehicles traveling from southbound Antelope to eastbound Old Auburn to southbound Fair Oaks by 10 sec in the AM peak period. (Increased delay due to operational changes at signalized intersection resulting from lane configuration changes.)
- Increases average travel time for vehicles traveling from northbound Fair Oaks to westbound Old Auburn to northbound Antelope by 23 sec in the PM peak period. (Increased delay due to operational changes at signalized intersection resulting from lane configuration changes.)
- Provides room for only 6 foot wide sidewalks on both sides, with a landscape buffer on one side of the roadway only

After detailed discussions during both study sessions, Alternative 1 was selected as the preferred alternative; however, both options remain in the Plan.

Community Engagement

As part of the development of the Old Auburn Road Complete Streets Plan, the city hosted numerous community engagement events and opportunities for members of the public to provide input on experiences, various concepts and roadway treatments. Detailed summaries of each outreach event are included as an appendix to the Old Auburn Road Complete Street Plan.

Engagement activities included:

- December 10, 2018 - Walkability Audit – Consultant team and city staff walked the project corridor with representatives from the adjacent Neighborhood Associations. Discussion included current roadway use and concerns, as well as future needs.
- March 26, 2019 - Community Workshop #1 – Open House style event for all members of the community to learn about the project and provide input on their experiences traveling on the corridor, current safety concerns, as well as ideas for potential improvements. Over 90 people attended Workshop #1.
- October 15, 2019 – Neighborhood Association (NA) 7/8 Meeting – City staff presented and answered resident questions regarding the project and proposed concept at the regularly scheduled NA 7/8 meeting, including information regarding the planned temporary demonstration project and future engagement opportunities.
- October 19-27, 2019 – Demonstration Project – Temporarily implemented one westbound lane reduction concept on the portion of Old Auburn between Garry Oak Drive and Glen Tree Drive. Over 27,000 vehicles drive on this portion of the corridor each day, providing opportunity for a significant number of community members to learn about the project, and experience a proposed alternative.
 - This new and innovative “demonstration project” aligns with the City Council’s three-year strategic planning goal to “improve community vibrancy and engagement”.
- October 19, 2019 – Community Safety Fair – Pop-up style workshop, located on the project corridor during the demonstration project. Open to all members of the public to learn about the project, why the demonstration project was in place, and to provide their feedback on the concept. Members of the public were also provided opportunity to learn about pedestrian and bicycle safety, obtain a free bicycle helmet and ride on the temporary Class IV bicycle trail.
- December 17, 2019 – Community Workshop #2 - Open House style event for all members of the community to learn more about the project, the proposed concept, the temporary demonstration project, and to provide input and share their experiences. Over 70 people attended Workshop #2.
- December 20, 2019 – Frequently Asked Questions (FAQs) – City developed a list of FAQs for members of the community to learn more about the details of the project. A copy of the FAQs is attached as Attachment 3.
- February 26, 2020 – Planning Commission Study Session – an overview of the Plan and proposed concept was presented to the Planning Commission during a study session.

- February 27, 2020 – City Council Study Session - an overview of the Plan and proposed concept was presented to the City Council during a study session.

Environmental Review

The Old Auburn Complete Streets Plan is a study to determine the feasibility of converting the Old Auburn Road corridor into a Complete Street. As a feasibility study, the intent of the Plan is to evaluate feasibility based on preliminary information and professional experience. Per the California Environmental Quality Act (CEQA), feasibility studies are not subject to environmental review (CEQA Guidelines 15262).

In the case of the Old Auburn Road Complete Streets Plan, the proposed improvements are not finalized or certain. Furthermore, detailed inventories and additional studies are required to analyze potential impacts of any future construction.

Prior to moving forward with any particular phase, detailed environmental review is required. The city is required to comply with CEQA and the National Environmental Policy Act (NEPA), which will be conducted prior to construction of the project.

Next Steps

If adopted, this Plan will be used as the basis for future grant applications to fund design, environmental review and construction.

This Plan identifies a preferred concept for the entire Old Auburn corridor between Sylvan Road/Auburn Blvd. and Garry Oak Drive, including conceptual level designs and estimates. Due to the length of the corridor, it is likely the Plan will be phased for implementation. Phasing would be selected based on competitiveness of various segments for the available grant funds, but in general, is recommended to start at the east end of the corridor where safety enhancements would be greatest.

Adoption of this Plan aligns with the City Council's three-year strategic planning goal to "improve streets and infrastructure".

Attachments

1. Resolution No. 2020-____ A Resolution of the City Council of the City of Citrus Heights, California, adopting the Old Auburn Road Complete Streets Plan
2. Old Auburn Road Complete Streets Plan
3. Old Auburn Road Frequently Asked Questions

RESOLUTION NO. 2020-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, ADOPTING THE OLD AUBURN ROAD COMPLETE STREETS PLAN**

WHEREAS, the City adopted an Updated General Plan in 2011 with a focus on complete streets and sustainability including Policy 29.4 supporting safe, complete and well connected neighborhood street, bicycle and pedestrian access;

WHEREAS, the City Council adopted a Pedestrian Master Plan on August 11, 2016 which identified Old Auburn Road in need of a Focus Area Plan;

WHEREAS, on October 20, 2017, the city submitted a grant application through the Caltrans Sustainable Transportation Planning Grant Program to develop the Old Auburn Road Complete Streets Plan (Plan);

WHEREAS, on December 15, 2017, the City was notified that the project was selected to receive \$190,000 in grant funding (total project amount of \$233,278);

WHEREAS, on August 23, 2018, the city entered into a Professional Services Contract with Fehr & Peers to develop the Plan; and

WHEREAS, adoption of the Plan is recommended to pursue state and federal grant funds for the preferred concept.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights, the city hereby

1. Adopts the Old Auburn Road Complete Streets Plan; and
2. Finds that the Old Auburn Road Complete Streets Plan is statutorily exempt from the California Environmental Quality Act (CEQA) due to the fact that CEQA does not apply to feasibility and planning studies for future actions which the agency has not approved or funded (CEQA Guidelines 15262).

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 26th day of March, 2020, by the following vote, to wit:

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

Jeff Slowey, Mayor

ATTEST:

Amy Van, City Clerk



OLD AUBURN ROAD COMPLETE STREETS PLAN

Prepared for:
The City of Citrus Heights

February 28, 2020

FEHR  PEERS

Old Auburn Road

Complete Street Plan

February 28, 2020

Prepared for:

City of Citrus Heights

For additional information contact:

Leslie Blomquist, Principal Civil Engineer

City of Citrus Heights

lblomquist@citrusheights.net

(916) 727-4770

Prepared by:

Fehr & Peers

Bennett Engineering Services

Callander Associates Landscape Architects

AIM Consulting

Made possible by a California Department of Transportation Community-Based Transportation Planning Grant

Table of Contents

Introduction.....	1
Objectives.....	3
Related Planning Documents.....	3
City Planning Documents.....	3
Pedestrian Master Plan & Bikeway Master Plan.....	3
General Plan & Greenhouse Gas Reduction Plan.....	4
Regional Planning Documents.....	4
Existing Conditions	5
Driver Experience	7
Driver Origin/Destination Patterns (Big Data).....	7
Peak Hour Level of Service Analysis.....	10
Travel Time Analysis.....	13
Pedestrian Experience	14
Bicyclist Experience.....	16
StreetScore+ Analysis	18
Access to Transit.....	20
Safety Analysis.....	21
Collision History.....	21
Unsafe Speed & Rear-End Collisions.....	23
Stopping Sight Distance at Vertical Curves	23
Old Auburn Road/Fair Oaks Boulevard	25
Public Engagement	26
Walkability Audit.....	26
Community Workshop #1	27
Demonstration Project.....	28
Community Workshop #2	30
Planning Commission and City Council Workshops	30
Corridor Vision	31
Complete Street Toolkit	31

Separated Sidewalks	31
Class IV Separated Bikeways	31
Bicycle Zone Conflict Markings	32
Road Diet	32
Narrowed Travel Lanes	33
Median Refuge Islands	33
Curb Extensions	33
Lighting Improvements	33
Landscaping and Gateways	33
Roundabouts	33
Old Auburn Road Concept	37
Roadway Segments and Key Intersections	37
Old Auburn Road/Sylvan Road/Auburn Boulevard.....	37
Old Auburn Road/Mariposa Avenue.....	38
Old Auburn Road/Tiara Way	38
Old Auburn Road/Sunrise Boulevard.....	38
Old Auburn Road/Antelope Road.....	38
Old Auburn/Fair Oaks Boulevard.....	39
Analysis of Concepts.....	44
Peak Hour Level of Service Analysis	44
Travel Time Analysis.....	46
Bicyclist StreetScore+	47
Implementation.....	48
Grant Funding.....	48
Potential Project Phasing	50

Appendices

Appendix A – Strip Maps

Appendix B – Construction Cost Estimates

Appendix C – Technical Calculations

Appendix D – Outreach Summaries

Appendix E – Demonstration Plans and Near-Term Improvements for Old Auburn Road / Fair Oaks
Boulevard

Appendix F – Hardscape Landscape Improvements

List of Figures

Figure 1: Old Auburn Road Complete Streets Plan Extents.....	2
Figure 2: Old Auburn Road Travel Trends	9
Figure 3: Travel Time Routes.....	13
Figure 4: Old Auburn Road Existing Pedestrian Facilities.....	15
Figure 5: Old Auburn Road Existing Bicycle Facilities	17
Figure 6: Old Auburn Road Collision Density.....	22
Figure 7: Old Auburn Road Collisions Attributed to Unsafe Speed & Rear-End Collisions.....	24
Figure 8: Feedback from Community Workshop #1 – Community Objectives	27
Figure 9: Old Auburn Road Hourly Volumes Before & During Demonstration	29
Figure 10: Old Auburn Road / Tiara Way Rendering.....	34
Figure 11: Old Auburn Road / Fair Oaks Boulevard Rendering – Option 1	35
Figure 12: Old Auburn Road / Fair Oaks Boulevard Rendering – Option 2	36
Figure 13: Old Auburn Road Cross Sections - Existing, Preferred Concept, and Sub-Alternative	39
Figure 14: Old Auburn Road at Sylvan Road Cross Section	41
Figure 15: Old Auburn Road at Mariposa Avenue Cross Section.....	42
Figure 16: Old Auburn Road Concept Plan.....	43
Figure 17: Old Auburn Road Construction Phasing.....	51

List of Tables

Table 1: Old Auburn Road Characteristics.....	6
Table 2: Descriptions of Level of Service.....	11
Table 3: Peak Hour Level of Service - Existing Conditions.....	12
Table 4: Peak Hour Travel Times - Existing Conditions.....	13
Table 5: Bicycle StreetScore+ - Existing Conditions	19
Table 6: Peak Hour Level of Service - Road Diet Concepts	44
Table 7: Peak Hour Travel Times - Road Diet Concepts	46
Table 8: Bicycle StreetScore+ - Road Diet Concepts.....	47
Table 9: Cost Estimate - Phase 1	50
Table 10: Cost Estimate - Phase 2.....	50



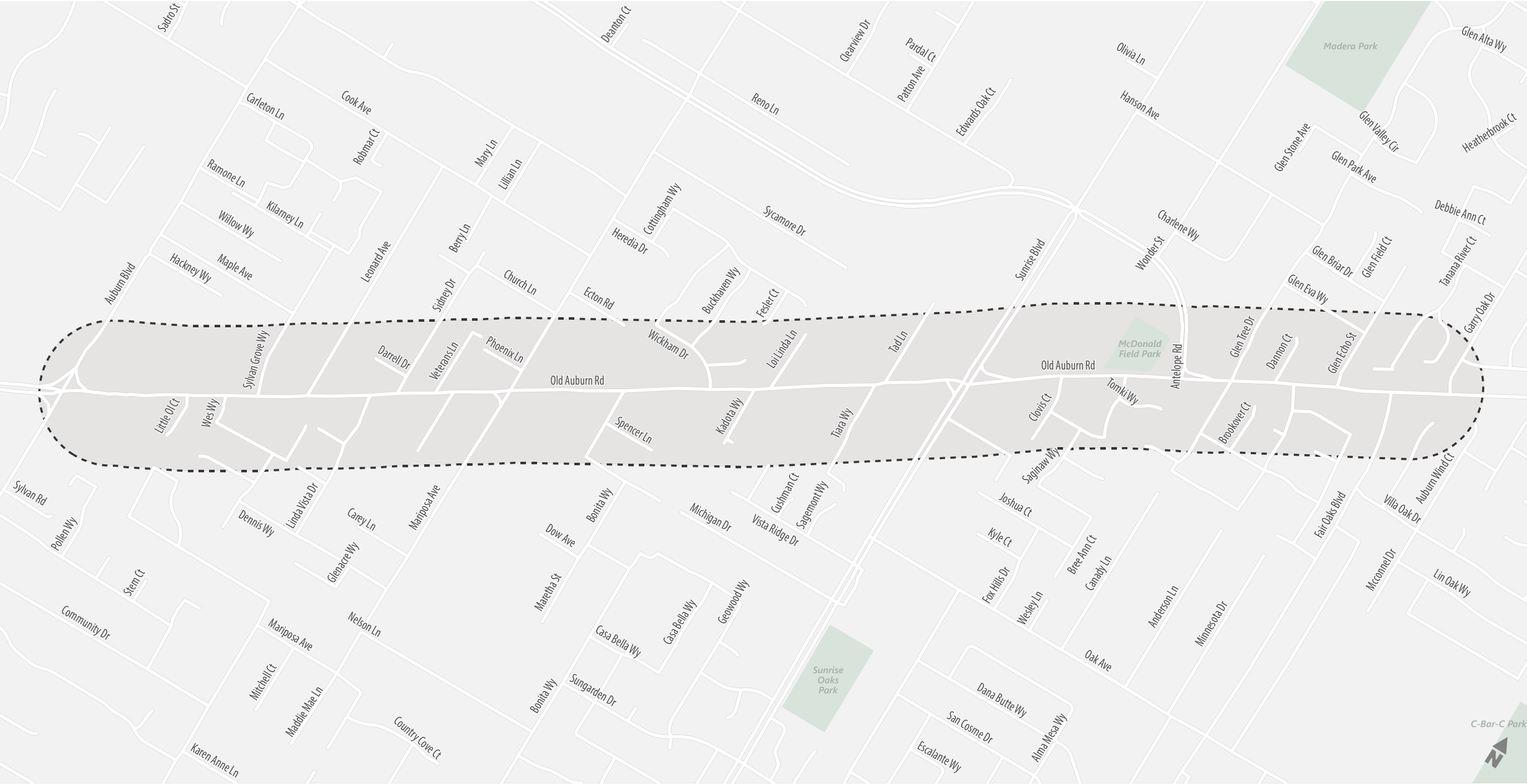
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Introduction

The Old Auburn Road Complete Streets Plan (the Plan) addresses the challenging transportation conditions including excessive speeds, skewed intersections, inadequate bicycle, pedestrian and transit infrastructure, and a history of collisions along nearly 2-miles of Old Auburn Road between Sylvan Road and Garry Oak Drive. Between 2013 and 2017, there were 163 reported collisions along this corridor, several of which involved bicyclists and pedestrians, including three fatalities and three severe injuries. The extents of the Plan are shown in Figure 1.

The city routinely receives concerns from residents regarding safety along Old Auburn Road. Specifically, concerns are primarily regarding vehicle speeds, lack of pedestrian infrastructure, and safe crossings. This creates a barrier between neighborhoods north and south of the project corridor. Portions of this segment of Old Auburn Road are lacking bicycle and pedestrian infrastructure leaving disconnected, intimidating and incomplete facilities, forcing users to ride or walk on the pavement adjacent to high volume, high speed vehicles (Old Auburn carries between 18,000 and 27,000 vehicles per day, with an 85th percentile speed of 39 mph).

Although the city has converted other roadways into Complete Streets, many residents indicate they are intimidated by roadways dividing the community, including Old Auburn Road. Fifty-nine percent of residents surveyed during the development of the city's Pedestrian Master Plan indicated they are willing to use active transportation. However, improvements including separation from roadways, safe crossings and connectivity to key destinations are necessary. This plan is the first step toward implementation of a Complete Street on Old Auburn Road.




 Study Area

Figure 1
Old Auburn Road Complete Street Plan Extents

Objectives

OVERALL PROJECT OBJECTIVES: The Plan will be a critical first step in creating a safer Old Auburn Road. It will enable the City of Citrus Heights to align with the following federal and state goals:

- 1) **Improve Public Safety:** The Plan will evaluate and recommend the best countermeasures to calm traffic and enhance safety without interfering with emergency response.
- 2) **Create Livable, Healthy Communities, & Social Equity:** The Plan will be context sensitive and help the city systematically improve conditions for multi-modal transportation in a disadvantaged community that is nearly built-out. The Plan will complement the city's previous planning efforts including the General Plan, Bikeway Master Plan and Pedestrian Master Plan.
- 3) **Support Economic Vitality:** The Plan will enable Smart and Sustainable economic growth by identifying necessary investments in the aging, existing transportation system. A multi-faceted and robust economy in Citrus Heights will create "ladders of opportunity" for greater prosperity for its residents. This cannot occur without planning for the future of transportation.

Related Planning Documents

City Planning Documents

The city is committed to implementing Complete Streets. In 2011, the city adopted General Plan Policy Goal 29: "Plan, design, construct, and manage a Complete Streets transportation network that accommodates the needs of all mobility types, users and ability levels." Within the context of the General Plan, the City Council decided that the segments of Old Auburn Road that are currently two lanes will remain as two lanes (rather than widen to four lanes) to retain its neighborhood character. While the city has made great strides in reaching this goal, the Old Auburn Road Complete Streets Plan is the first step to seeing this reality on Old Auburn Road.

Pedestrian Master Plan & Bikeway Master Plan

Old Auburn Road has been identified as an important corridor for all modes of transportation even prior to the city's incorporation in 1997. Current community concerns include speeding, lack of safe pedestrian crossings, lack of sidewalks, lack of lighting, high number of collisions, high volume of cut-through traffic and overall safety concerns. The irregular, non-perpendicular configuration crossing several arterial roadways presents visibility, truck/large vehicle turning, and bicycle/pedestrian crossing challenges. In 2015, the city adopted a Pedestrian Master Plan (PMP) which identified this corridor as a Priority 1 (most important) corridor in need of a Focus Area Plan. The Old Auburn Road Complete Streets Plan is the next step to further develop the concept identified in the PMP. The corridor is also identified in the city's Bikeway Master Plan with proposed Class II (on-street) bikeways along the corridor, connecting to the city's existing Class I (separated) bikeway on the east side of the Plan area. The connection to the Class I trail on the north side of Old Auburn Road presents unique challenges that requires careful planning.

General Plan & Greenhouse Gas Reduction Plan

This Plan stems from the city's 2011 General Plan and Greenhouse Gas Reduction Plan which were adopted, in part, to comply with the State's GHG reduction targets and state goals. The Plan specifically implements several city policies supportive of the States targets:

Goal 29: Plan, design, construct, and manage a Complete Streets transportation network that accommodates the needs of all mobility types, users and ability levels.

Policy 29.4: Support safe, complete and well-connected neighborhood street, bicycle, and pedestrian access and connections that balance circulation needs with the neighborhood context.

Measure 3-1.B: Work with SACOG's Community Design and Caltrans' Safe Routes to School programs to identify grant opportunities to improve public transit, bicycle and pedestrian networks to serve the community center, libraries, schools, recreational areas and other public gathering spaces.

Measure 3-5.A: Maximize pedestrian and bicycle use through high-quality design, enhanced infrastructure, and enforcing bike and pedestrian travel rights.

Regional Planning Documents

Old Auburn Road is an important corridor serving Citrus Heights, Roseville, Granite Bay and beyond. This project will take an existing roadway suited primarily to cars and transform it into a Complete Street that serves all users equally. This plan considers existing and future traffic volumes and will enhance mobility and safety for all users. This approach is consistent and supportive of the Sacramento Area Council of Governments (SACOG) Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS), which has several policies related to Complete Streets.



2

Existing Conditions

Old Auburn Road runs northeast / southwest, parallel to Interstate 80 (I-80), serving Citrus Heights, Roseville, and Granite Bay. At the Sylvan Road / Auburn Boulevard intersection, the roadway continues southwest as Auburn Boulevard to Sacramento County. The study segment of Old Auburn Road, between Sylvan Road / Auburn Boulevard and Garry Oak Drive, serves mostly residential land uses but connects to commercial corridors like Auburn Boulevard and Sunrise Boulevard.

Currently, this segment of Old Auburn Road has a posted speed limit of 35 miles per hour. The segment is between two and four travel lanes, and there are scattered sidewalks and Class II bike lanes on the north and south side of the roadway. As the roadway shifts between the number of lanes and presence of bike and pedestrian facilities, the segments develop their own unique feel and characteristics. These segments are broken up as shown in Table 1.

Table 1: Old Auburn Road Characteristics

Segment	Characteristics
Old Auburn Road between Sylvan Road/Auburn Boulevard and 400 feet east of Sylvan Road/Auburn Boulevard	<ul style="list-style-type: none"> • Four lanes • Sidewalks on both sides of the street with a landscape buffer on the south side • Class II bike lanes • Median divider in center of the street • Commercial land uses
Old Auburn Road between 400 feet east of Sylvan Road/Auburn Boulevard and Mariposa Avenue	<ul style="list-style-type: none"> • Three lanes, including a two-way left-turn (TWLT) median • Sidewalks on southern side of the street only • Class II bike lanes • Residential land uses
Old Auburn Road between Mariposa Avenue and Tiara Way	<ul style="list-style-type: none"> • Between two and four lanes, some segments with a TWLT median • On north side, sidewalk is present between 350-feet east of Wickham Drive and Tiara Way. On south side, sidewalk is present between Kadota Way and 130-feet east of Kadota Way as well as 150-feet east of Tiara Way and Tiara Way. • Class II bike lanes • Residential land uses
Old Auburn Road between Tiara Way and Antelope Road	<ul style="list-style-type: none"> • Three lanes including TWLT lane with extra lanes/capacity by Sunrise Boulevard • Sidewalks on both sides of the street • Class II bike lanes; protected Class IV bike lane with striped buffer and bollards between Tiara Way and Sunrise Boulevard on the south side of the street • Mix of land uses including residential, religious/school, public park, and commercial
Old Auburn Road between Antelope Road and Fair Oaks Boulevard	<ul style="list-style-type: none"> • Five lanes including TWLT lane • Sidewalks on both sides of streets • Class II bike lanes • Mostly residential land uses

Source: Fehr & Peers, 2020.

Driver Experience



This section describes the experience driving on Old Auburn Road. As mentioned previously, Old Auburn Road varies between two and five lanes along the 1.75-mile corridor. The posted speed limit is 35 miles per hour.

Traffic counts were conducted January 23, 2019 and included intersection turning movements, heavy vehicles, cyclists, and pedestrian crossings. During the time of counts, weather conditions were dry, schools were in session, and no unusual traffic events occurred. The traffic counts showed that the segment of Old Auburn Road between Tiara Way and Loi Linda Lane carries 18,100 vehicles per day. The segment between Antelope Road and Fair Oaks Boulevard carries 26,800 vehicles per day.

Driver Origin/Destination Patterns (Big Data)

As regional freeways get busier during commute hours, cell phone navigation apps like Waze and GoogleMaps are more likely to recommend “cut-through” routes that run parallel to freeways. While Old Auburn Road provides access to Antelope Road that connects to I-80, it also runs parallel to I-80 between Placer County and Sacramento County. To investigate the amount of cut-through trips that travel through the study segment of Old Auburn Road, origin-destination (OD) data of trips traveling through this segment were gathered during the months of March, April, September, and October in 2018 from StreetLight Data, Inc. StreetLight data categorizes the origins and destinations of trips using the corridor by user-defined zones using the GPS of cell phones traveling along the corridor. This data represents a sampling size of 55 percent of overall trips on Old Auburn Road just west of Fair Oaks Boulevard.

The zones of the origins and destinations of trips on Old Auburn Road indicate whether the trip is associated with a neighborhood adjacent to Old Auburn Road, with Citrus Heights, or with an area outside of Citrus Heights.

This data showed the following regarding trips on Old Auburn Road during commute hours:

AM Peak Period (6:00 to 10:00 AM)

- Sixty-two percent of trips start within Citrus Heights, and 26 percent of trips start east of Citrus Heights in Placer County or Folsom.
- Twenty-five percent of the trips using Old Auburn Road ended east of Citrus Heights, and 29 percent of trips ended to the west of Citrus Heights in Sacramento County.
- Up to 25 percent of trips that pass through the west end of Old Auburn Road start and end outside of the City of Citrus Heights.

PM Peak Hour (3:00 to 7:00 PM)

- Fifty-three percent of the trips using Old Auburn Road started in Citrus Heights, and 60 percent of trips end in Citrus Heights.
- Thirty percent of the trips start east of Citrus Heights and 17 percent start west of Citrus Heights in Sacramento and Elk Grove.
- Up to 21 percent of trips that pass through the west end of Old Auburn Road start and end outside the City of Citrus Heights.

The percentages of neighborhood trips, trips within Citrus Heights, trips that begin or end in Citrus Heights, and trips that begin and end outside of Citrus Heights are summarized for checkpoints along the corridor in Figure 2.



Figure 2
Old Auburn Road Travel Trends

The proposed complete streets concepts have the potential to change the future travel behavior along the corridor. By creating low stress, continuous bikeways and sidewalks, shorter trips within the neighborhood and commuting trips within Citrus Heights could be accomplished by people walking and biking. Additional trips within the City could be replaced by transit if connected pedestrian infrastructure to the fixed route busses was provided or if use of the SmaRT ride service was increased. Finally, the lane reduction at the east end of the project may eliminate excess capacity that is drawing regional commuters via navigation applications. Those trips should be rerouted to faster larger arterials and freeways. It is important to note that as the project is implemented, it will be critical that the city monitors potential impacts to neighborhood streets that may see an increase in traffic or require traffic calming features.

Peak Hour Level of Service Analysis

This section analyzes peak hour traffic conditions at the following study intersections under existing conditions:

1. Old Auburn Road/Sylvan Road/Auburn Boulevard
2. Old Auburn Road/Mariposa Avenue
3. Old Auburn Road/Bonita Way
4. Old Auburn Road/Tiara Way
5. Old Auburn Road/Sunrise Boulevard
6. Old Auburn Road/Antelope Road
7. Old Auburn Road/Fair Oaks Boulevard

Delay and level of service (LOS) are the primary measure of operational performance. LOS is a qualitative measure of traffic flow from the perspective of motorists and is an indication of comfort while driving. Empirical LOS criteria and methods of calculation have been documented in the *Highway Capacity Manual, 6th Edition*. Descriptions of level of service are shown in Table 2.

Table 2: Descriptions of Level of Service

Level of Service	Description	Signalized Intersection Delay (s)	Unsignalized Intersection Delay (s)
A	Progression is extremely favorable, and most vehicles arrive during the green phase if signalized. Most vehicles do not stop at all. Short cycle lengths may also contribute to low delay.	< 10.0	< 10.0
B	Progression is good, cycle lengths are short, or both. More vehicle stop than with LOS A, causing higher levels of average delay.	> 10.0 to 20.0	> 10.0 to 15.0
C	Higher congestion may result from fair progression, longer cycle lengths, or both. Individual cycle failures may begin to appear at this level, though many still pass through the intersection without stopping.	> 20.0 to 35.0	> 15.0 to 25.0
D	The influence of congestion becomes more noticeable. Longer delays may results from some combination of unfavorable progression, long cycle lengths, or high V/C ratios. Many vehicles stop, and the proportion of vehicles not stopping declines. Individual cycle failures are noticeable.	> 35.0 to 55.0	> 25.0 to 35.0
E	This level is considered by many agencies to be the limit of acceptable delay. These high delay values generally indicate poor progression, long cycle lengths, and high V/C ratios. Individual cycle failures are frequent occurrences.	> 55.0 to 80.0	> 35.0 to 50.0
F	This level is considered unacceptable with oversaturation, which is when arrival flow rates exceed the capacity of the intersection. This level may also occur at high V/C ratios below 1.0 with many individual cycle failures. Poor progression and long cycle lengths may also be contributing favors to such delay levels.	> 80.0	> 50.0

Source: *Highway Capacity Manual, 6th Edition* (Transportation Research Board, 2016).

The methodologies outlined in the *Highway Capacity Manual, 6th Edition* were implemented using SimTraffic 10 simulation software to replicate traffic conditions during the AM and PM peak hour. SimTraffic 10 accounts for how intersections interact with one another, queue spillback, and pedestrian crossings, among other factors. The results reported for the SimTraffic analysis represent averages of ten runs with outliers omitted, per standard practice.

Intersection turning movements were collected on January 23, 2019. The AM peak hour occurred 7:15 to 8:15 AM, and the PM peak hour occurred between 5:00 and 6:00 PM. The peak hour factor (PHF), a measure of intensity of the peak 15-minutes, was measured at 0.94 and 0.96 during the AM and PM peak hours, respectively. The observed heavy vehicle percentage was one percent during the AM peak hour and two percent during the PM peak hour. The AM and PM peak hour level of service is shown in Table 3. Appendix C includes detailed calculations of these results.

Table 3: Peak Hour Level of Service - Existing Conditions

Intersection	Control ¹	LOS ² / Delay ³ (s)	
		AM Peak Hour	PM Peak Hour
Old Auburn Road / Sylvan Road / Auburn Boulevard	Signal	C / 34	D / 43
Old Auburn Road / Mariposa Avenue	Signal	B / 19	C / 24
Old Auburn Road / Bonita Way	SSSC	A (E) / 4 (44)	A (F) / 6 (73)
Old Auburn Road / Tiara Way	SSSC	A (C) / 7 (21)	A (D) / 7 (31)
Old Auburn Road / Sunrise Boulevard	Signal	D / 47	E / 64
Old Auburn Road / Antelope Road	Signal	B / 13	B / 19
Old Auburn Road / Fair Oaks Boulevard ⁴	Signal	C / 25	D / 41

Notes:

1. "Signal" represents a traffic signal-controlled intersection. "SSSC" represents a side-street stop-controlled intersection.
2. "LOS" represents level of service, calculated based on methodologies contained in the *Highway Capacity Manual, 6th Edition* (Transportation Research Board, 2016).
3. Average control delay for intersections is the weighted average for all movements. For SSSC intersections, the delay and LOS for the highest movement delay is shown in parentheses.
4. The lane configurations for this analysis at this intersection represent 2018 conditions, so the northbound approach includes one left-turn lane and one shared left/right-turn lane. Since then, modifications have been made to restripe the approach to one left-turn lane and one right-turn lane.

Source: Fehr & Peers, 2020.

Policy 29.2 of the *Citrus Heights General Plan* (City of Citrus Heights, 2011), indicates that the City will strive for LOS E or better conditions on City roadways and intersections during peak hours. As shown in Table 3, all intersections operate acceptably during the peak hours. However, it is important to note that the *General Plan* makes an exemption for the LOS E policy for Old Auburn Road between Sylvan Road and Fair Oaks Boulevard, stating that no road widening to provide additional capacity will be permitted.

Currently, vehicles traveling on Old Auburn Road experience the most congestion at the Sylvan Road / Auburn Boulevard, Sunrise Boulevard, Antelope Road, and Fair Oaks Boulevard intersections. Since vehicles can access I-80 using Antelope Road, a popular route involves traveling between Antelope Road and Fair Oaks Boulevard via Old Auburn Road. Therefore, the northbound left-turn and eastbound right-turn at Old Auburn / Fair Oaks Boulevard, as well as the westbound right-turn and southbound left-turn at Old Auburn / Antelope Road are heavy movements during both the AM and PM peak hours. Additionally, during the PM peak hour, there is congestion on Sunrise Boulevard traveling northbound and southbound as well as traveling eastbound on Old Auburn Road through Sylvan Road/Auburn Boulevard, as the roadway drops down to two lanes directly east of that intersection.

Travel Time Analysis

The table below shows the existing travel time estimates during the most heavily traveled portion of the project during commute hours along Antelope Road, Old Auburn Road, and Fair Oaks Boulevard. Technical calculations are in Appendix C.

Table 4: Peak Hour Travel Times - Existing Conditions

Route	AM Peak Hour Travel Time	PM Peak Hour Travel Time
Southbound on Antelope Road to southbound on Fair Oaks Boulevard	1 minute 29 seconds	1 minute 53 seconds
Westbound on Old Auburn Road between Garry Oak Road and Sunrise Boulevard	3 minutes 14 seconds	3 minutes 31 seconds
Northbound on Fair Oaks Boulevard to northbound on Antelope Road ¹	1 minute 50 seconds	1 minute 42 seconds

Notes:

1. The lane configurations for this analysis at this intersection represent 2018 conditions, so the northbound approach includes one left-turn lane and one shared left/right-turn lane. Since then, modifications have been made to restripe the approach to one left-turn lane and one right-turn lane.

Source: Fehr & Peers, 2020.

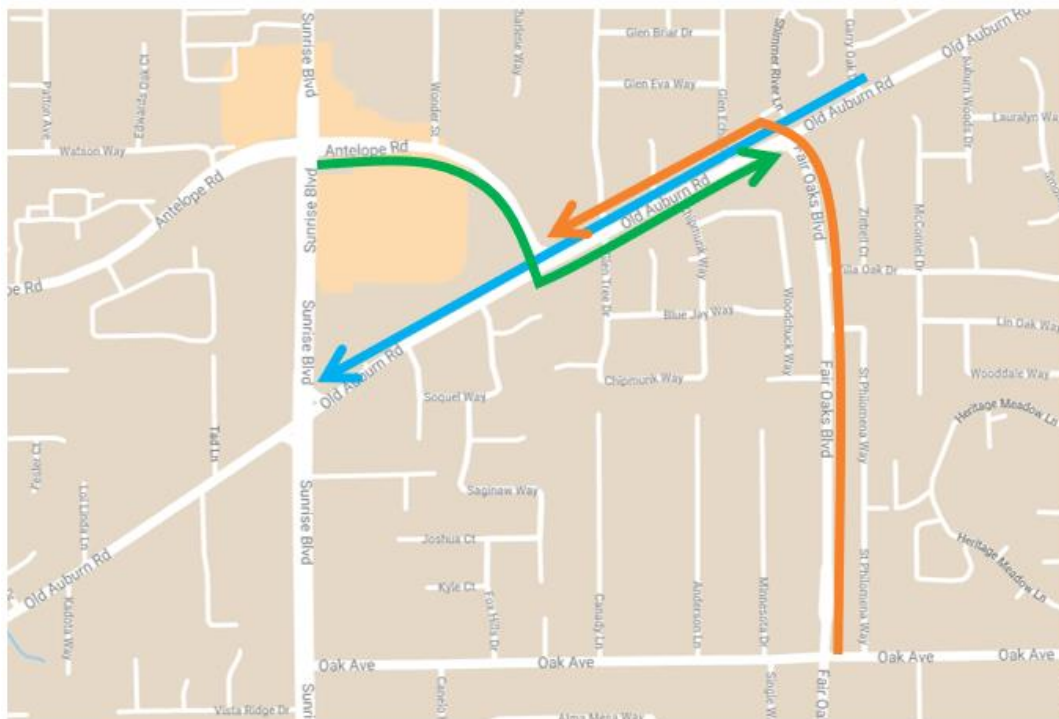


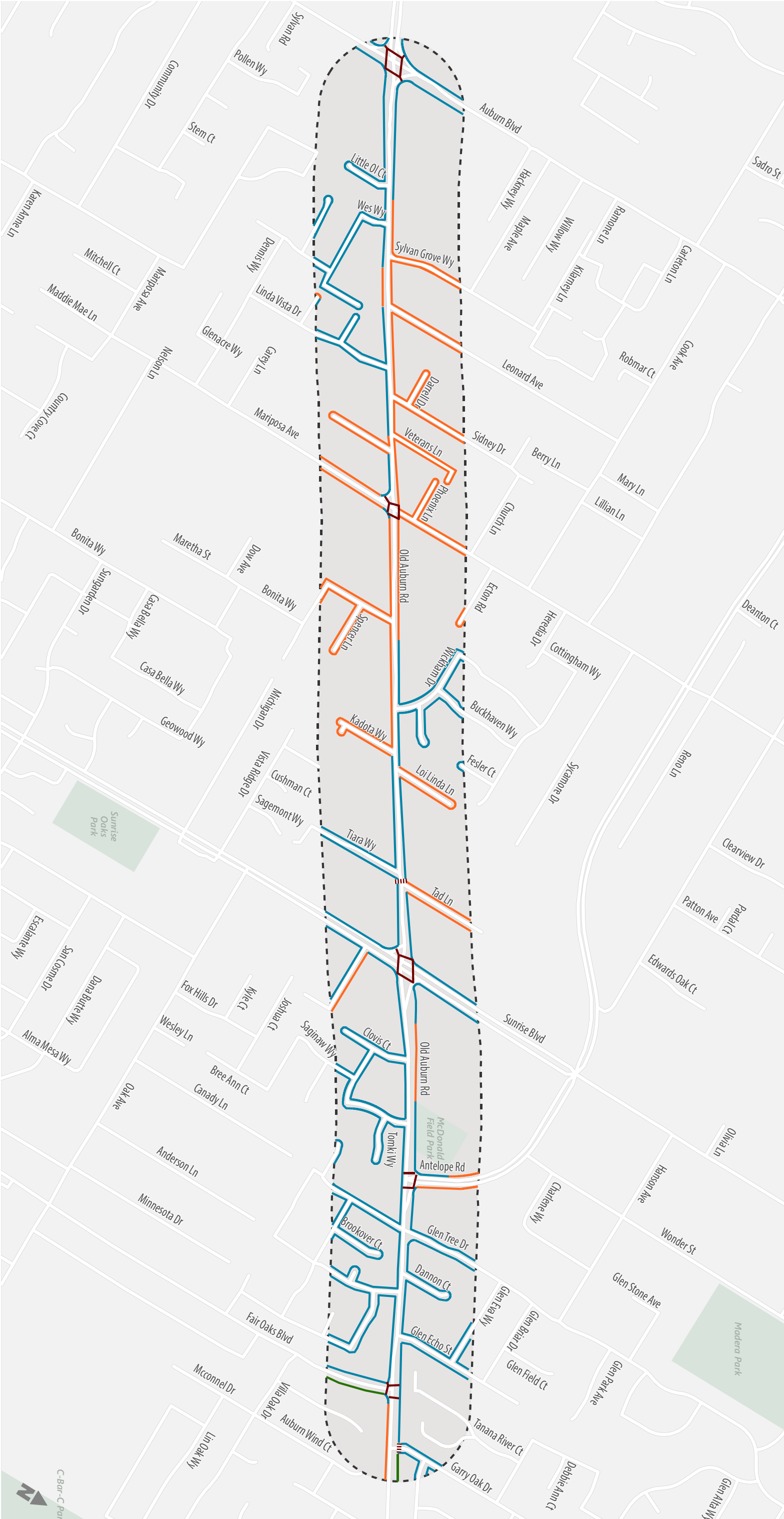
Figure 3: Travel Time Routes

Pedestrian Experience



The pedestrian environment varies dramatically along the length of the corridor. There are typically sidewalks on both sides of Old Auburn Road near the major intersections, but it is not continuous between. The largest sidewalk gaps along the study corridor on both the north and south side of the street are typically found on the western half of the corridor. Even though sidewalks exist along the eastern part of the corridor, they are typically narrow and lack separation from high speed traffic. Figure 4 shows the existing pedestrian facilities on Old Auburn Road.





- Striped Crosswalk
- Sidewalk
- Separated Multi-Use Path
- Crosswalk
- No Sidewalk
- Study Area



Old Auburn Road Existing Pedestrian Facilities

Bicyclist Experience



There are Class II bike lanes on both the north and south sides of the study segment. Heading east, the corridor connects to a raised two-way multi-use path at Garry Oak Drive. Between Tiara Way and Sunrise Boulevard, the bike lane is protected (Class IV) with a striped and vertical (delineators) buffer.

Figure 5 shows the existing bike facilities on Old Auburn Road.

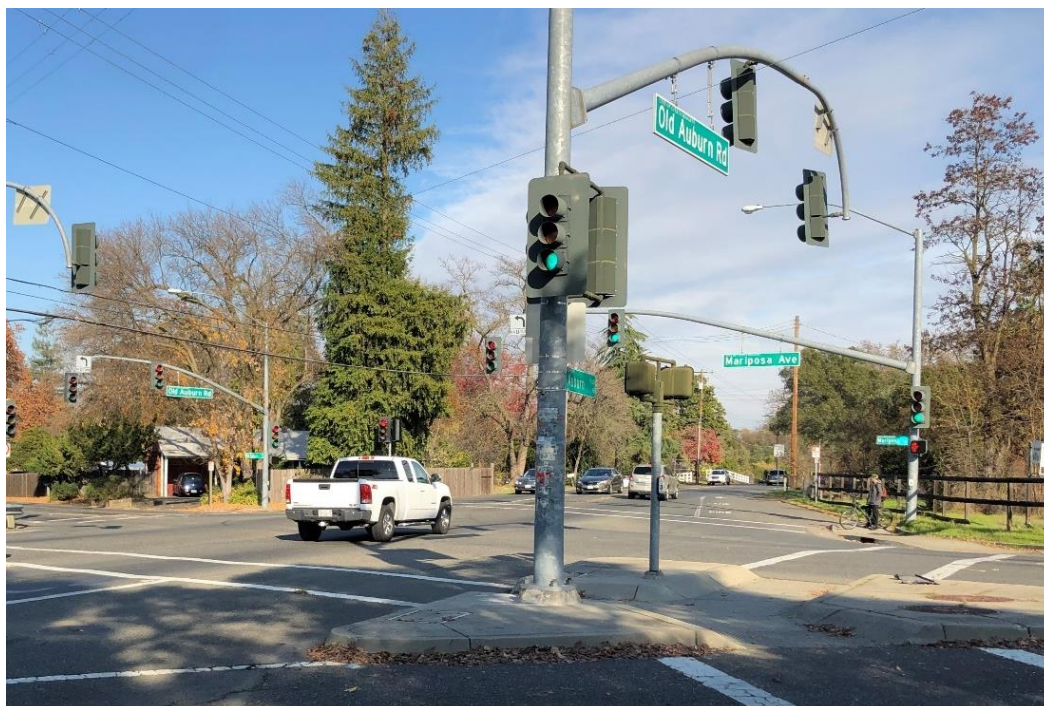




Figure 4

Old Auburn Road Existing Bicycle Facilities



StreetScore+ Analysis

The bicycle StreetScore+ is an index that measures the comfort level of cycling on a roadway segment. The tool, developed by Fehr & Peers, is based on the Level of Traffic Stress (LTS) methodology that describes the user tolerance along a given bikeway including the NACTO *Urban Bikeway Guide, 2nd Edition*. Factors that affect the bicycle StreetScore+ of a segment include the number of traffic lanes, presence of a bike lane and/or physical barrier, width of bike lanes, etc.

Bicycle riders vary in experience, skill, ability, and confidence. As such, they rely on the bikeway system to cater to their specific needs and abilities. Some cyclists are more comfortable riding in traffic and value bikeways and routes that are direct and limit unnecessary delay. People with limited bicycling confidence and lower or developing skills may desire more separation of traffic to feel comfortable enough to ride.

Recent research has correlated these different bicycle riders with the level of “traffic stress” they are willing to experience while cycling. Bicycle StreetScore+ index criteria span from 1 to 4, with 1 being the least stressful and 4 being the most stressful.

- Streetscore+ 1: Most children and elderly riders can tolerate this level of stress and feel safe and comfortable.
- Streetscore+ 2: This is the highest level of stress that the mainstream adult population will tolerate while still feeling safe.
- Streetscore+ 3: Bicyclists who are considered “enthused and confident” but still prefer having their own dedicated space for riding will tolerate this level of stress while bicycling.
- Streetscore+ 4: For bicyclists, this is tolerated only by those characterized as “strong and fearless” which comprises a small percentage of the population. These roadways have high speed limits, multiple travel lanes, limited or non-existent bike lanes and signage, and large distances to cross at intersections.

Table 5 shows the bicycle StreetScore+ for the study segments of Old Auburn Road. The majority of the corridor has Class II bike lanes which have a bicycle StreetScore+ of 3. The eastbound direction between Old Tiara Way and Sunrise Boulevard has a protected bike lane with striping and vertical delineators, and this segment has a StreetScore+ of 2. East of Garry Oak Drive, there is a separated, multi-use path, so the segment has a StreetScore+ of 1.

The findings below echo sentiments from previous city efforts including the Bicycle Master Plan update and Pedestrian Master Plan, and indicate that vehicle speeds, volumes, etc. create a high stress environment for bicyclists. This has resulted in a strong community desire for the implementation of low stress bikeways with physical separation.

Table 5: Bicycle StreetScore+ - Existing Conditions

Segment	Direction	Bicycle StreetScore+
Old Auburn Road between Auburn Blvd/Sylvan Rd and Wes Wy	EB	3
	WB	3
Old Auburn Road between Wes Wy and Mariposa Av	EB	3
	WB	3
Old Auburn Road between Mariposa Av and Wickham Dr	EB	3
	WB	3
Old Auburn Road between Wickham Dr and Kadota Wy	EB	3
	WB	3
Old Auburn Road between Kadota Wy and Loi Linda Ln	EB	3
	WB	3
Old Auburn Road between Loi Linda Lane and Tiara Way	EB	3
	WB	3
Old Auburn Road between Tiara Way and Sunrise Boulevard	EB	2
	WB	3
Old Auburn Road between Sunrise Boulevard and Soquel Way W	EB	3
	WB	3
Old Auburn Road between Soquel Way W and Soquel Way E	EB	3
	WB	3
Old Auburn Road between Soquel Way E and Antelope Road	EB	3
	WB	3
Old Auburn Road between Antelope Road and Fair Oaks Boulevard	EB	3
	WB	3
Old Auburn Road between Fair Oaks Blvd and Garry Oak Rd	EB	3
	WB	3
Old Auburn Road between Garry Oak Dr and Auburn Woods Dr	EB	1
	WB	1

Source: Fehr & Peers, 2020.

Access to Transit



Sacramento Regional Transit (SacRT) provides transit service to the City of Citrus Heights and surrounding region. There are no fixed route lines on the study corridor. However, Route 21 runs on Sunrise Boulevard through the Old Auburn Road/Sunrise Boulevard intersection, and Route 25 runs on Auburn Boulevard through the Old Auburn Road/Sylvan Road/Auburn Boulevard intersection. Both routes run on half-hour headways on weekdays between 5:30 AM and 10:00 PM.

The City of Citrus Heights is also served by SacRT's SmarT Ride, an on-demand, microtransit service that operates similar to ride-share. Customers can request a ride that will pick-up and drop-off within service boundaries, using an app on their smartphones.



Safety Analysis

Fehr & Peers analyzed the collisions along the corridor using data for the five-year period from 2013 to 2017. Data was gathered from the Statewide Integrated Traffic Records System (SWITRS), managed by California Highway Patrol (CHP), and the Transportation Injury Mapping System (TIMS), managed by Safe Transportation Research and Education Center (SafeTREC) at University of California, Berkeley. The SWITRS data includes collisions that resulted in injuries, fatalities, and property damage. The TIMS data does not include property damage only collisions; however, the data is geolocated. The SWITRS data was useful for analyzing all collisions on the corridor. The TIMS data was valuable for mapping and identifying patterns for the injury collisions.

Collision History

There were 163 collisions reported along the study corridor between 2013 and 2017, 78 of which resulted in injuries. Three of the collisions were fatal, one of which involved a pedestrian. Another three people, including two pedestrians, were severely injured during this period. In total, six pedestrians and eight bicyclists were injured over the five-year period.

The heat map shown in Figure 6 displays the location of collisions that resulted in injury. The vast majority of collisions occurred at the intersection of Old Auburn Road / Sunrise Boulevard, but Old Auburn Road / Sylvan Road / Auburn Boulevard and Old Auburn Road / Fair Oaks Boulevard also have high collision density. All three collisions that resulted in a fatality between 2013 and 2017 occurred at Old Auburn Road / Sunrise Boulevard.



Figure 6

Old Auburn Road Collision Density

The most common crash factor for the injury collisions along this corridor include:

- Unsafe Speed
- Improper Turning
- Automobile Right of Way
- Driving or Bicycling Under the Influence of Alcohol
- Pedestrian Violation

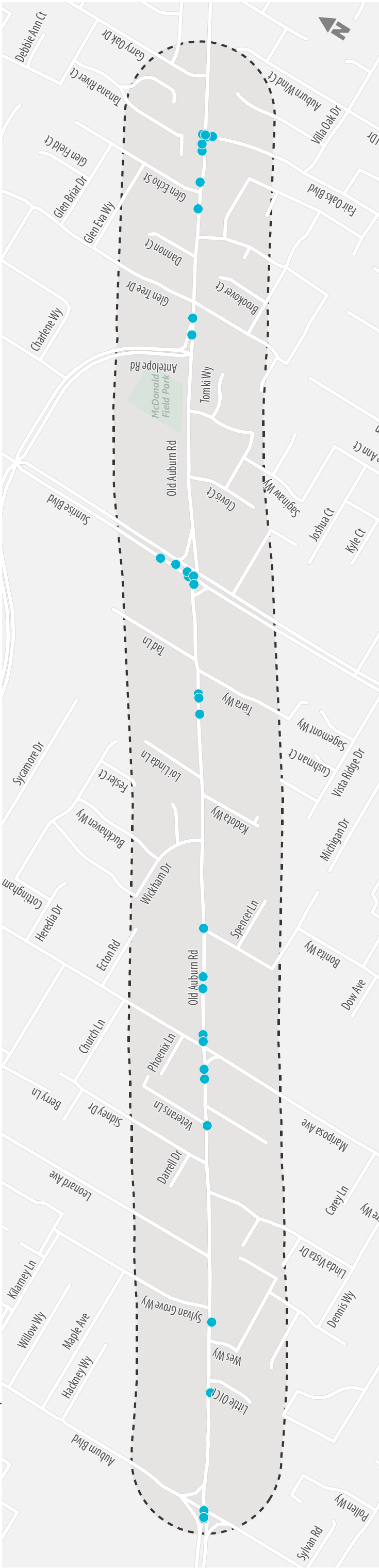
Unsafe Speed & Rear-End Collisions

Of the injury crashes, 51 percent were rear-end collisions and 38 percent were attributed to unsafe speed. Citywide, 42 percent of injury collisions were rear-end collisions and 38 percent of collisions were attributed to unsafe speed. The maps in Figure 7 show the locations of injury collisions between 2013 and 2017 attributed to unsafe speed and injury collisions that are rear-end collisions on Old Auburn Road. As shown, there is a strong correlation between unsafe speed and rear-ends.

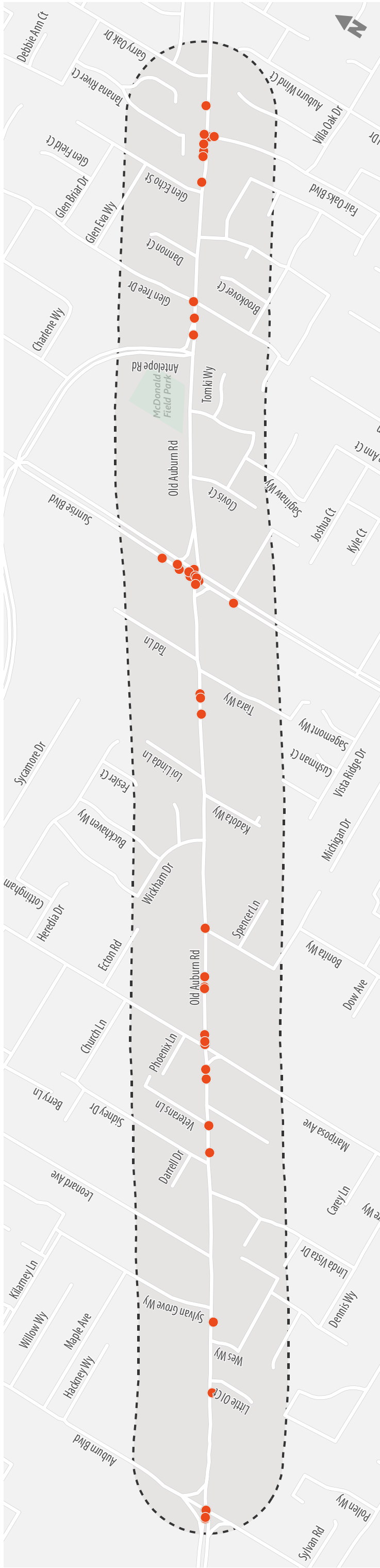
Stopping Sight Distance at Vertical Curvers

Based on community complaints and site observations, the project team reviewed the sight distance and design speed related to a number of the crest curves along the roadway. According to the roadway plans a number of the crest curves do not meet a consistent design speed for the corridor. Towards the west end, near Leonard Avenue, the available stopping sight distance results in a design speed of 20 or 25 mph, which is less than the posted 35 mph speed limit. At the east end of the project, between Antelope Road and Fair Oaks Boulevard the stopping distance for the crest curve results in a design speed of 30 mph, which is also less than the 35 mph posted speed. The design of these crest curves may contribute to some of the rear-end collisions as drivers may be exceeding the appropriate speed, and create difficulty for drivers entering the roadway from cross streets such as Leonard Avenue, Glen Tree Drive, and Chipmunk Way. Future design phases may consider vertical curve corrections to create a consistent driving experience.

Collisions Attributed to Unsafe Speeds



Rear-End Collisions



- Rear-End Collision
- Collisions Attributed to Unsafe Speeds
- ▭ Study Area

Old Auburn Road Collisions Attributed to Unsafe Speeds and Rear-End Collisions

Figure 7

Old Auburn Road/Fair Oaks Boulevard

In conjunction to the analysis for this project, a focused study was conducted to evaluate collisions at the intersection of Old Auburn Road and Fair Oaks Boulevard. Between 2006 and 2018, there were 16 reported collisions at this intersection involving northbound left-turning vehicles crashing into residential fences and planter barriers on the north side of the intersection. The analysis revealed that the majority of these collisions occurred during wet and rainy conditions.

The study identified the following primary concerns:

- Majority of the collisions involved a single vehicle
- High speeds while turning were attributed to many of the collisions
- Geometric configuration of the northbound dual left-turn lanes creates an uncomfortable turning radius
- Pavement conditions contribute to water ponding on the roadway during heavy rain conditions

Since the study, the following improvements have been implemented:

1. The northbound approach has been restriped to a single left-turn lane and a right-turn lane, instead of a left-turn lane and a shared left/right-turn lane.
2. The "T-intersection" warning sign (W2-4) has been replaced and relocated the on northbound approach of Fair Oaks Boulevard.
3. Reflective, red Type N markers have been installed on the north side of the intersection.
4. A permanent speed enforcement radar sign has been placed on Fair Oaks Boulevard for the northbound direction.
5. The four-section signal head located on the mast arm for the northbound approach has been replaced with a three-section signal head featuring a left-turn arrow.
6. Retroreflective yellow tape has been installed around the border of the traffic signal indications in the northbound direction
7. 'Slippery When Wet' signs installed at northbound and westbound approaches to intersection

These enhancements at this intersection were installed recently and information on their effectiveness has yet to be determined. Appendix E contains the schematic of the near term improvements.



Public Engagement

Walkability Audit

On December 10, 2018, the consultant team met with neighborhood association representatives and city staff to walk the 1.75-mile segment. Attendees included representatives from Fehr & Peers, City of Citrus Heights, Bennett Engineering, Callander Associates, and the Citrus Heights neighborhood associations adjacent to the corridor. Key themes from the walkability audit included:

- The need for continuous sidewalks
- The difficulty of turning onto Old Auburn Road from unsignalized, neighborhood side-streets, especially when making a left-turn
- Drivers speeding and behaving recklessly
- The use of Old Auburn Road, Mariposa Avenue, and Bonita Way as cut-through routes
- The desire to reduce congestion on Old Auburn Road

Additional information and detailed comments can be found in the Walkability Audit Summary, located in Appendix D.



Community Workshop #1

In addition to engaging community members in the walk audit, an open house event was held for the project at Holy Family Catholic Church located at 7817 Old Auburn Road in Citrus Heights. The purpose of this workshop was to provide an opportunity for community members to learn about the Old Auburn Road Complete Streets Plan, provide input on their experience traveling on the corridor between Sylvan Road/Auburn Boulevard and Garry Oak Drive and provide ideas for potential changes to the corridor. This workshop was held Tuesday, March 26, 2019, and 94 community members attended.

Many of the boards for this open house were designed to solicit input via comments left by participants on post-it notes. Guests were also invited to place stickers on a map to indicate the location of their home and / or work. Boards also had participants vote on community objectives for the corridor. Additionally, a strip map was prepared showing an aerial of the study segment. Participants were encouraged to leave comments on post-it notes placed directly on the strip map.

A detailed summary of Community Workshop #1 is located in Appendix D of this report.

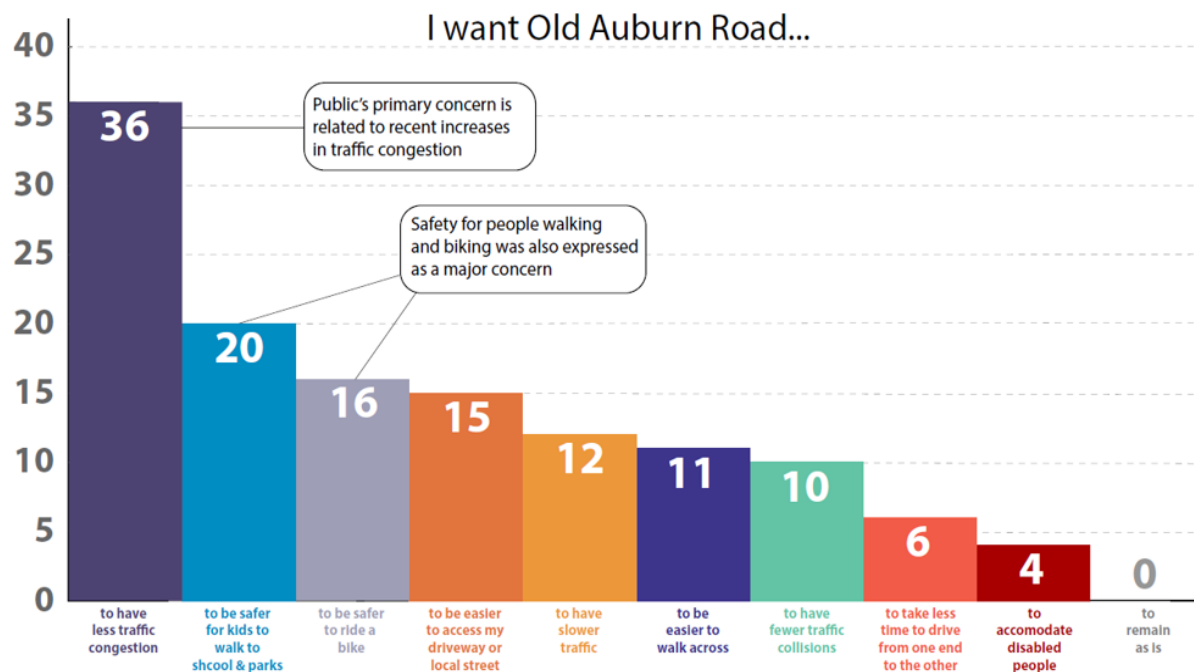


Figure 8: Feedback from Community Workshop #1 – Community Objectives

Demonstration Project



Between October 19 and October 27, 2019, the City of Citrus Heights converted one westbound lane on Old Auburn Road between Glen Tree Drive and Garry Oak Drive to a two-way separated bikeway. This involved restriping the lanes at Old Auburn Road/Fair Oaks Boulevard to one northbound left-turn lane and one right-turn lane. Concept drawings of the demonstration project are located in Appendix E.

The demonstration project included a one-day pedestrian safety fair with family fun activities that drew a steady stream of visitors. During the demonstration, the project team heard from parents that they felt safe with children riding on the separated bikeway along the busy roadway. The project team heard from children that they felt safe riding on the separated bikeway as well.

Before and during the demonstration project, 24-hour traffic counts were conducted on Fair Oaks Boulevard south of Old Auburn Road and on Old Auburn Road west of Fair Oaks Boulevard. This would document any changes in traffic that result from the lane reduction. These volumes are shown on an hourly basis in Figure 9.

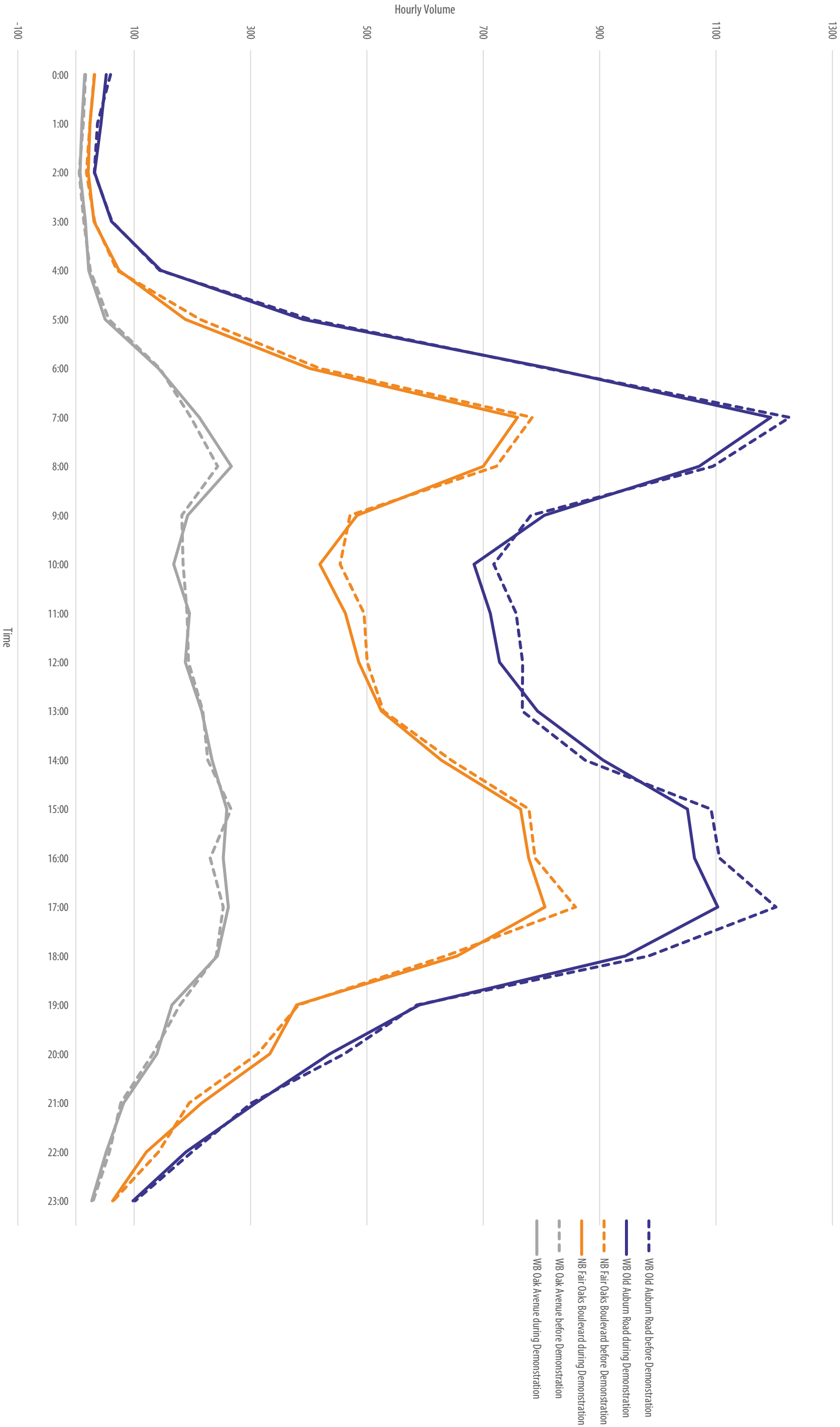


Figure 9
Old Auburn Road Hourly Volumes Before & During Demonstration

Previous studies have concluded that reducing the number of lanes on Old Auburn Road between Antelope Road and Fair Oaks Boulevard would divert traffic from Old Auburn Road to Oak Avenue (Kimley-Horn Associates, 2015). In addition to the data collection described above, 24-hour traffic counts were also conducted before and during the demonstration project on Oak Avenue west of Fair Oaks Boulevard to determine if any traffic would reroute from Old Auburn Road to Oak Avenue. These volumes are also shown in Figure 9.

There was a slight reduction in vehicular traffic along Old Auburn Road and Fair Oaks Boulevard during commute hours, but during non-commute hours, the traffic volumes were consistent with previous conditions. Traffic along Oak Avenue did not increase significantly during the demonstration.

Drone footage recording maximum queue lengths and in person field observations were conducted during the weeklong demonstration project to monitor traffic operations and inform the ultimate project design.

Community Workshop #2

A second open house engagement event was held Tuesday, December 17, 2019 at Holy Family Catholic Church. More than 70 community members attended. The purpose of this workshop was to present and obtain feedback on the proposed road diet concept and the temporary demonstration project. The event began with a presentation that outlined the project's purpose and benefits as well as the input received from Community Workshop #1. The workshop also had an open-house format where participants could view boards that explained the project objectives and alternatives. A strip map that showed the proposed concept was prepared, and community members at the event were encouraged to leave comments on post-it notes placed directly on the map. Additionally, existing peak hour traffic operations were shown with video of the simulation models as well as peak hour operations with a road diet implemented. Participants were encouraged to vote on their preferred type of bikeway separation. Two boards had information specifically about the collisions at Old Auburn Road/Fair Oaks Boulevard and called out proposed near-term improvements which have since been implemented at that intersection.

A detailed summary of this workshop can be provided in Appendix D of this report.

Planning Commission and City Council Workshops

On February 26th and 27th of 2020, the project team presented The Plan during workshop sessions with the City of Citrus Heights Planning Commission and City Council. The workshops consisted of a 20-minute presentation of the Plan development with recommendations and 25 minutes of comments and questions from the commissioners and councilmembers. The planning commissioners were generally in support of the concepts presented. Questions focused on design details of separated bikeways and landscape buffers. The councilmembers were also supportive of the project and provided direction to the project team to pursue the three-lane section along the project length, including between Antelope Road and Fair Oaks Boulevard, highlighting the need for safe facilities for all roadway users.



Corridor Vision

Complete Street Toolkit

The complete street toolkit describes potential improvements considered for Old Auburn Road. Analysis of each measures is provided where appropriate.

Separated Sidewalks

Sidewalks that are six to eight feet wide and separated from vehicular lanes with a landscape buffer create a safer more comfortable environment for people walking. The ultimate width of the sidewalk and planter along Old Auburn Road should be maximized based on available roadway right of way, adjacent land use, and the type of trees to be planted.

Class IV Separated Bikeways

A separated bikeway or cycle track is a bicycle facility that is physically separated from vehicle traffic by both a horizontal and vertical buffer. These facilities are located in the street right-of-way, separate from the sidewalk and designed for exclusive bicycle use. Separated bikeways allow riders who are less confident to feel more comfortable on busy roadways. The recommended bike lane width for a separated bikeway is seven feet, with five feet being the minimum, with a two to three-foot horizontal buffer per Caltrans Design Information Bulletin 89, Class IV Bikeway Guidance.

Examples of vertical buffers include raised medians, flexible posts, or planter boxes/planter islands.



Bicycle Zone Conflict Markings

Green pavement may call visual attention to conflict areas between bicyclists and motorists. These conflict areas include areas adjacent to driveways, areas through intersections involving a stop-controlled side-street, and areas where drivers must weave right to access a right-turn lane. To maximize effectiveness, the green conflict markings should be used sparingly and prioritize high conflict areas. Skipped green coloring should be used in weaving areas.

Road Diet

A road diet involves reducing the width of the road reserved for vehicular travel through reducing the number of lanes or reducing the width of the travel lanes. The additional space on the roadway leftover from a road diet is often dedicated to wider footpaths/sidewalks or cycle lanes. In the case of Old Auburn Road, a road diet would restripe a four-lane or five lane-section of the roadway to three-lanes, generally a lane in each direction with a center two way left turn lane. The extra space created by removing a lane would be used for enhanced bicycle facilities, wider sidewalks, etc. Road diets improve the safety for all users by reducing average vehicular speeds and associated collisions and increasing comfort of pedestrians and bicyclists.

Narrowed Travel Lanes

Reduction in lane width can produce a traffic calming effect by encouraging drivers to travel at lower speeds, lowering the risk of collisions with bicyclists, pedestrians, and other drivers. The additional space can be redistributed for wider bike lanes or sidewalks, which can further reduce conflicts with other modes.

Median Refuge Islands

Refuge islands provide a protected area for pedestrians and/or bicyclists at the center of the roadway. This allows the user to stop halfway while crossing to wait for a sufficient gap in traffic or their designated signal phase to complete their crossing. Refuge islands are particularly helpful in larger crosswalks or for older adults and people with disabilities who may require more time to cross the street.

Curb Extensions

Curb extensions shorten crossing distances by widening the sidewalk at an intersection. This may provide better pedestrian visibility at intersections. A curb extension can calm traffic since it involves narrowing the vehicular travel lanes or shoulders and tightening the turn radii.

Lighting Improvements

Appropriate quality and placement of lighting can increase visibility for all roadway users while enhancing the surrounding environment. Lighting improvements can involve adding intersection lighting to make drivers more aware of their surroundings at an intersection, enhance driver's sight distances, and improve visibility of non-motorists. Lighting improvements can also involve the installation of pedestrian-scale lighting, which is lower in height than a standard streetlight and is spaced closer together.

Landscaping and Gateways

In addition to mobility improvements, landscaping and gateway treatments provide an opportunity to transform underutilized public right of way into more inviting public space. There are several opportunities on the Old Auburn Road that could be used for additional landscaping and gateway treatments. Potential gateway locations include the major intersections of north/south roadways and the future Cripple Creek Tributary 1 and 2 creek corridor trails.

Roundabouts

Roundabouts are unsignalized intersection treatments where traffic flows from all approaches in a continuous circular direction around a center island. Roundabouts can reduce vehicle speeds and are sometimes an appropriate treatment for skewed intersections or intersections with high left-turn volumes.

OLD AUBURN RD & TIARA WAY LOOKING EAST



Figure 10

Old Auburn Road / Tiara Way Rendering

OLD AUBURN RD & FAIR OAKS BLVD LOOKING WEST



- 1 SIDEWALK TREE
- 2 SEPARATED BIKE WAY
- 3 RAISED BUFFER
- 4 PLANTER STRIP
- 5 RAISED PLANTER
- 6 SIDEWALK
- 7 CROSSWALK
- 8 RAISED MEDIAN WITH PLANTING
- 9 TRAFIC SIGN FOR LEFT TURN
- 10 TRAVEL LANE

Old Auburn Road / Fair Oaks Boulevard Rendering – Option 1

Figure 11

OLD AUBURN RD & FAIR OAKS BLVD LOOKING WEST





Old Auburn Road Concept

Based on input from community workshops and the walkability audit as well as analysis of peak hour traffic conditions, pedestrian facilities, and bike facilities, the project team created a concept plan for the Old Auburn Road corridor. The concept plan includes the measures described in the Complete Street Toolkit, including separated bike lanes, separated sidewalks, and a road diet. This section describes the analysis results of the concept plan. Plan drawings are located in Appendix A of this report.

Roadway Segments and Key Intersections

Two sub-concepts were created for the segment of Old Auburn Road between Antelope Road and Fair Oaks Boulevard. Based on direction from City of Citrus Heights City Council, the preferred concept reduces the segment of Old Auburn Road between Antelope Road and Fair Oaks Boulevard to three lanes (one lane in each direction and one two-way left-turn lane), whereas the sub-alternative narrows the segment to two lanes eastbound, one lane westbound, and a two-way left-turn lane.

This section describes the proposed changes of the Old Auburn Road concept plan with the two sub-concepts for the segment between Antelope Road and Fair Oaks Boulevard.

Old Auburn Road/Sylvan Road/Auburn Boulevard

The concept plan would remove one left-turn lane on the westbound approach. The single left-turn lane would be extended to around 300-feet in length. The westbound and eastbound left-turns would operate with lead-lag left-turn phasing instead of split phasing. The channelized right-turns on the southbound, eastbound, and westbound approaches would be signalized and operate with permissive phasing.

Old Auburn Road/Mariposa Avenue

The concept plan would remove the right-turn channelization on the eastbound approach, squaring up the right turn pocket and improving sight lines. The changes at this intersection would improve pedestrian and bicycle crossings at the intersection. Old Auburn would be widened to add a two-way left turn lane between Mariposa Avenue and Wickham Drive.

Old Auburn Road/Tiara Way

At Tiara Way, the concept plan would install a curb extension on the southeast corner. Additionally, the crosswalk that is currently located on the east leg of the intersection would be moved to its west leg. A refuge island would be constructed in center of the roadway.

Old Auburn Road/Sunrise Boulevard

Traffic analyses of these concepts included coordinated signal timings on Sunrise Boulevard, which will alleviate some of the congestion experienced in the northbound and southbound directions.

The concept plan would extend the right-turn pocket on the eastbound approach. The westbound approach would be re-stripped to one left-turn lane, one through lane, and one right-turn lane removing the merge on the west leg. The channelized right-turns on the eastbound and westbound approaches would be signalized and operate with permissive phasing.

Currently, the east leg of the intersection has two receiving lanes with a lane drop approximately 340-feet east of the intersection. The project would remove the second receiving lane and lane drop, removing a common conflict location for merging automobiles.

Old Auburn Road/Antelope Road

The concept plan would restripe the eastbound approach to one left-turn lane and one through lane. The channelized right-turn would be removed from the westbound approach, and the right-turn would operate with permissive and overlap phasing to make it safer for people crossing at the crosswalk.

As mentioned previously, two sub-concepts were developed for the segment of Old Auburn Road between Antelope Road and Fair Oaks Boulevard.

The preferred concept, as directed by City of Citrus Heights City Council, would restripe the southbound approach to one left-turn lane and one right turn lane. On the east leg, there would only be one receiving lane.

A sub-alternative was evaluated for the southbound approach. This alternative would retain the dual southbound left turns and there would be two receiving lanes on the east leg. These two lanes would continue eastbound to Fair Oaks Boulevard. Although the sub-alternative reduced overall traffic delay during the peak periods, the tradeoffs related to improved safety and better bicycle and sidewalk facilities were ultimately prioritized.

During future phases of project development, additional analysis may be needed to analyze the operations and safety of Glen Tree Drive. Numerous collisions have been recorded at this intersection related to the difficulty of entering Old Auburn Road from Glen Tree Drive. The adjacent land uses at this location include two preschools that have a high peak demand during pick up and drop off time. The city may consider adding a southbound leg at the Antelope Road traffic signal into the parking lot of the schools. The intersection of Old Auburn Road and Chipmunk Way may be an alternative location to add a new signal to improve left turn access from Old Auburn Road.

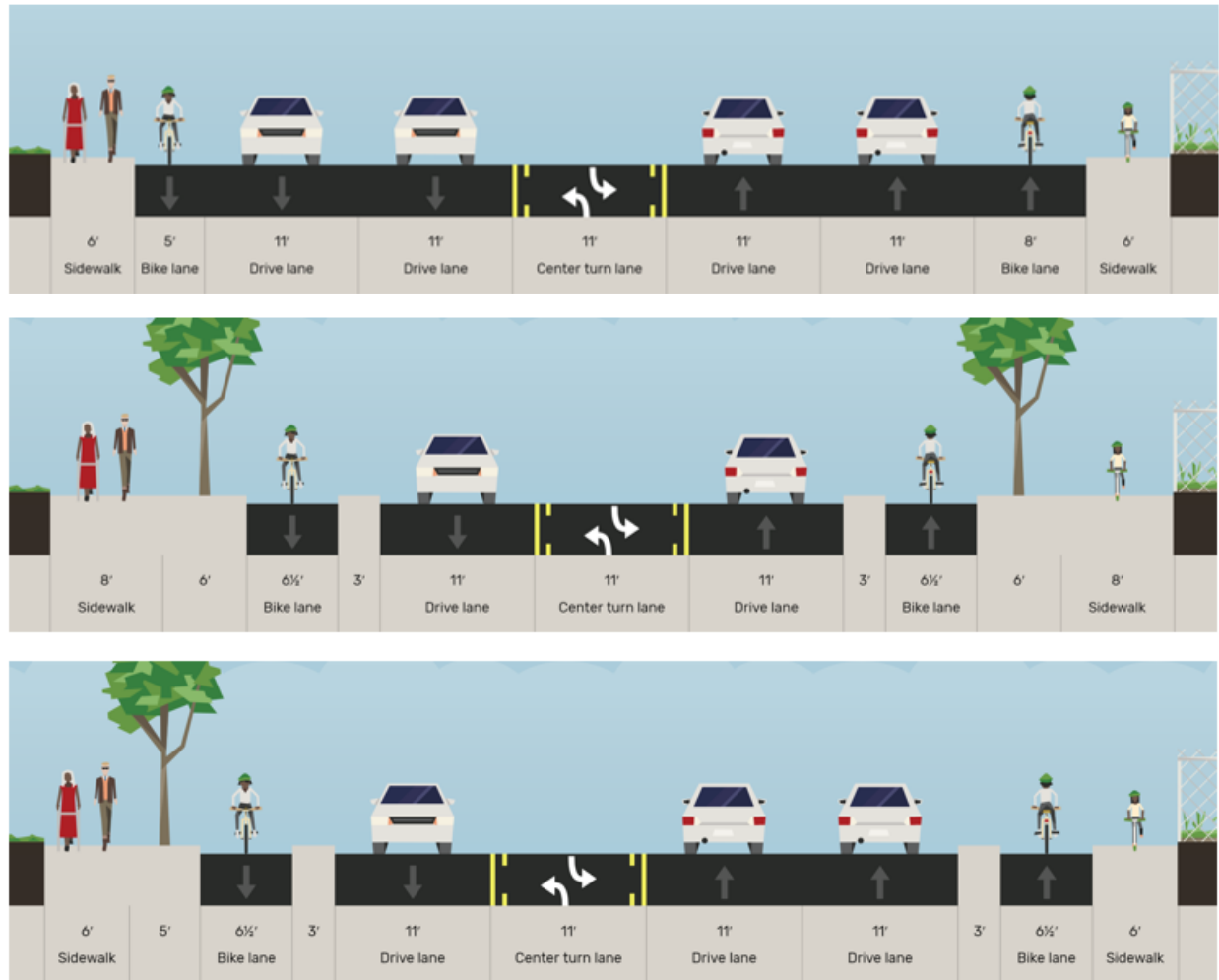


Figure 13: Old Auburn Road Cross Sections - Existing, Preferred Concept, and Sub-Alternative

Old Auburn/Fair Oaks Boulevard

In 2019, Fair Oaks Boulevard was re-striped on the northbound approach to provide one left-turn and one right-turn lane in an effort to reduce the potential for collisions into the existing planter barriers. The westbound approach would be re-striped to include two left-turn lanes and one through lane. The dual

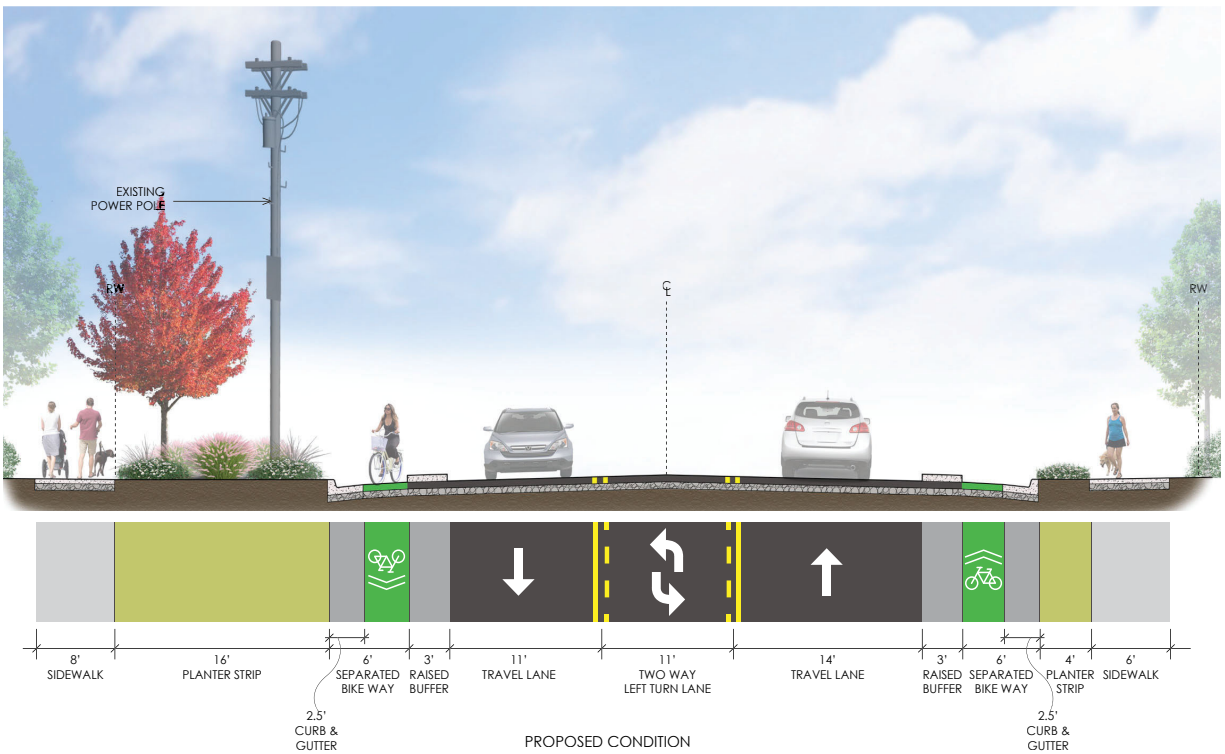
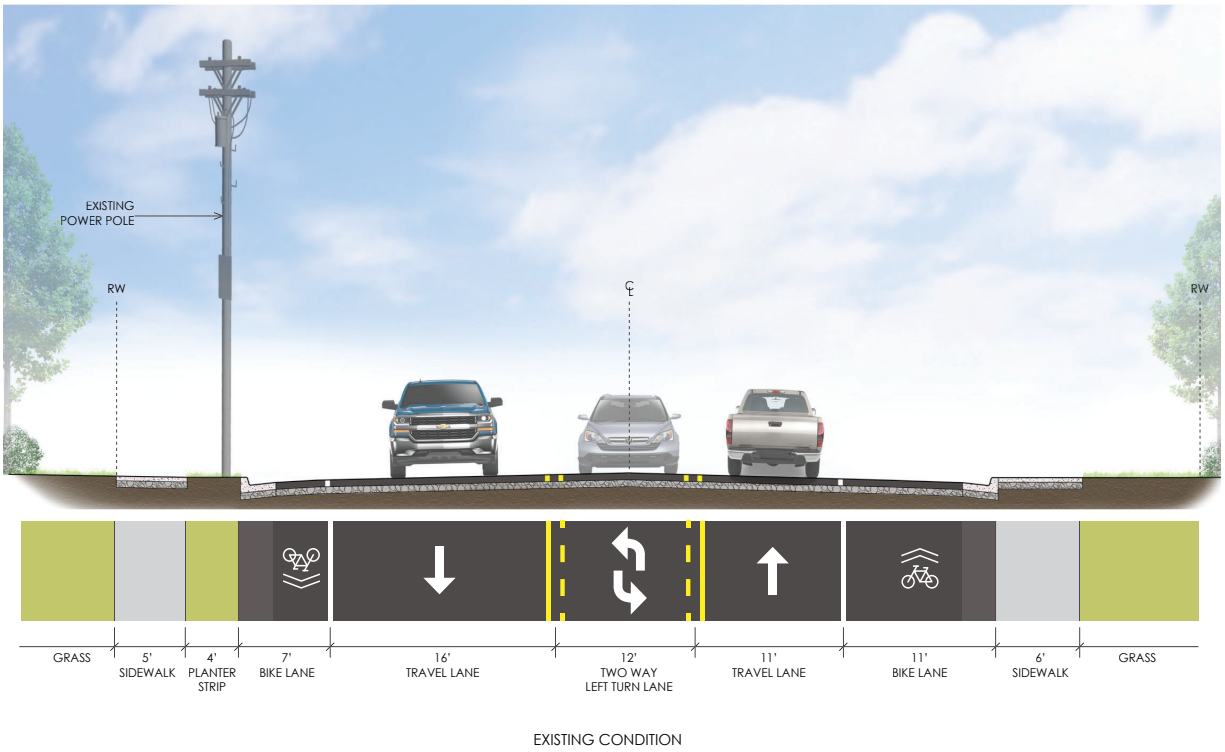
left-turn lanes would each have approximately 170-feet of storage, accommodating twelve vehicles, to help minimize the left turn queues blocking the westbound through movement.

The right-turn channelization on the eastbound approach would be removed, and the right-turn would operate with permissive and overlap phasing. The proposed concept would include a 300-foot right-turn pocket, whereas the sub-alternative would have a right-turn lane connected to the second eastbound lane from Antelope Road.

A roundabout was considered at this intersection as one of the safety countermeasures. It was determined that the high volume of left turning traffic degraded operations and created unacceptable conditions, so this option was removed from consideration.

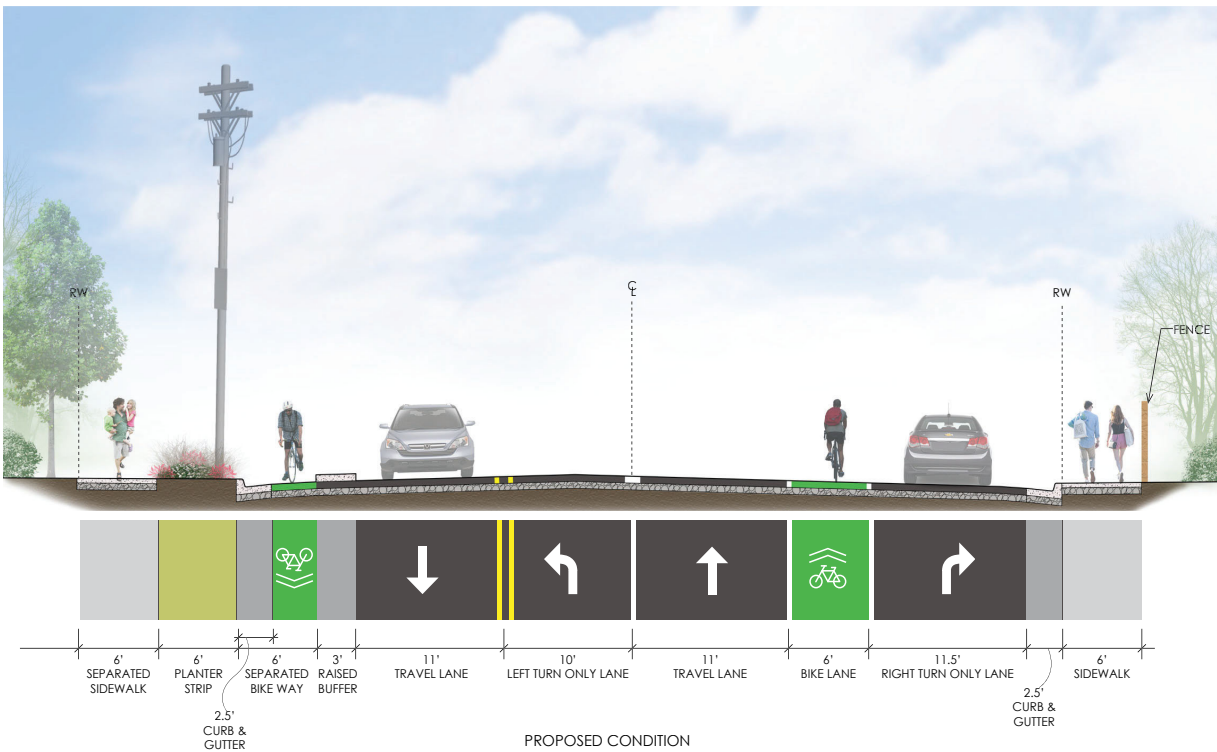
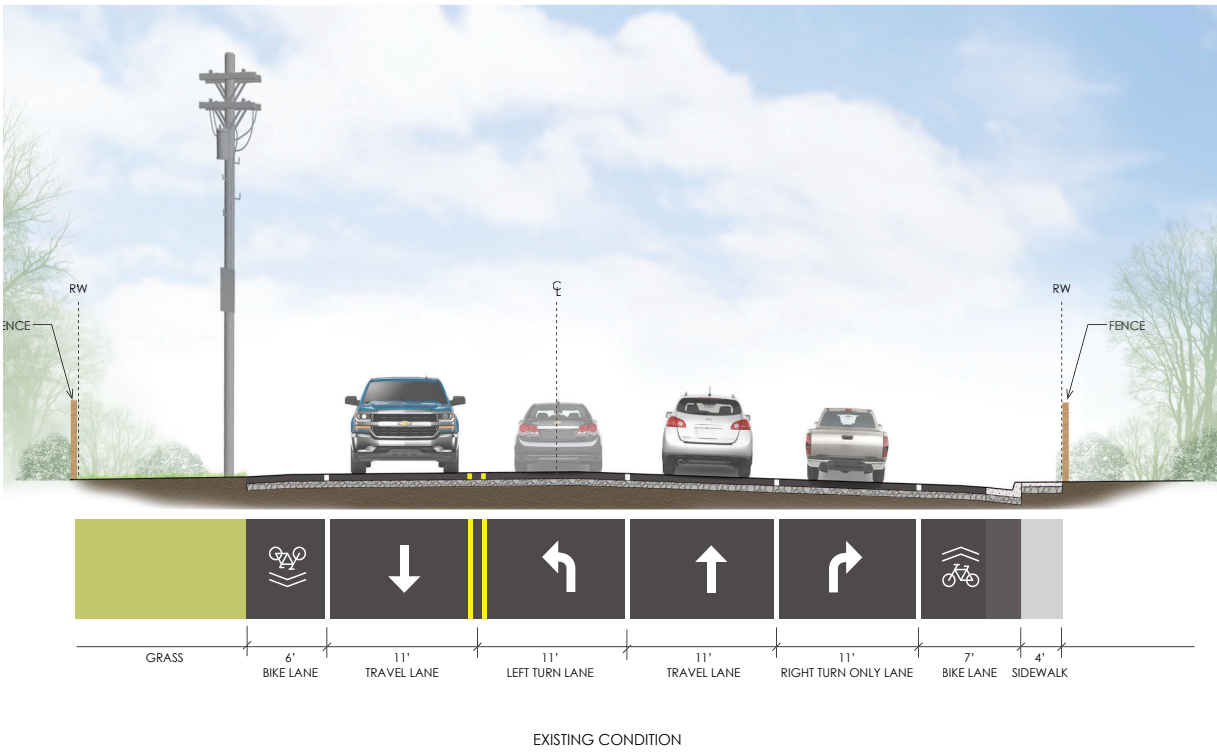
SECTION AA

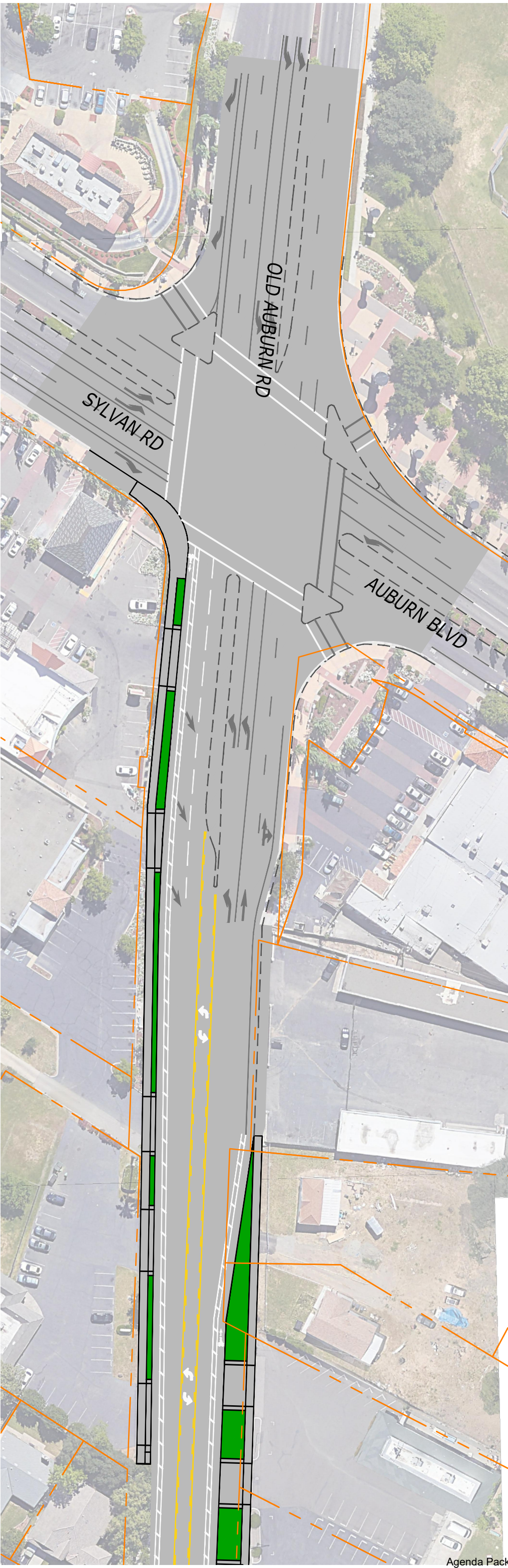
OLD AUBURN RD. AT SYLVAN AVE.











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OLD AUBURN RD. AT MARIPOSA AVE,





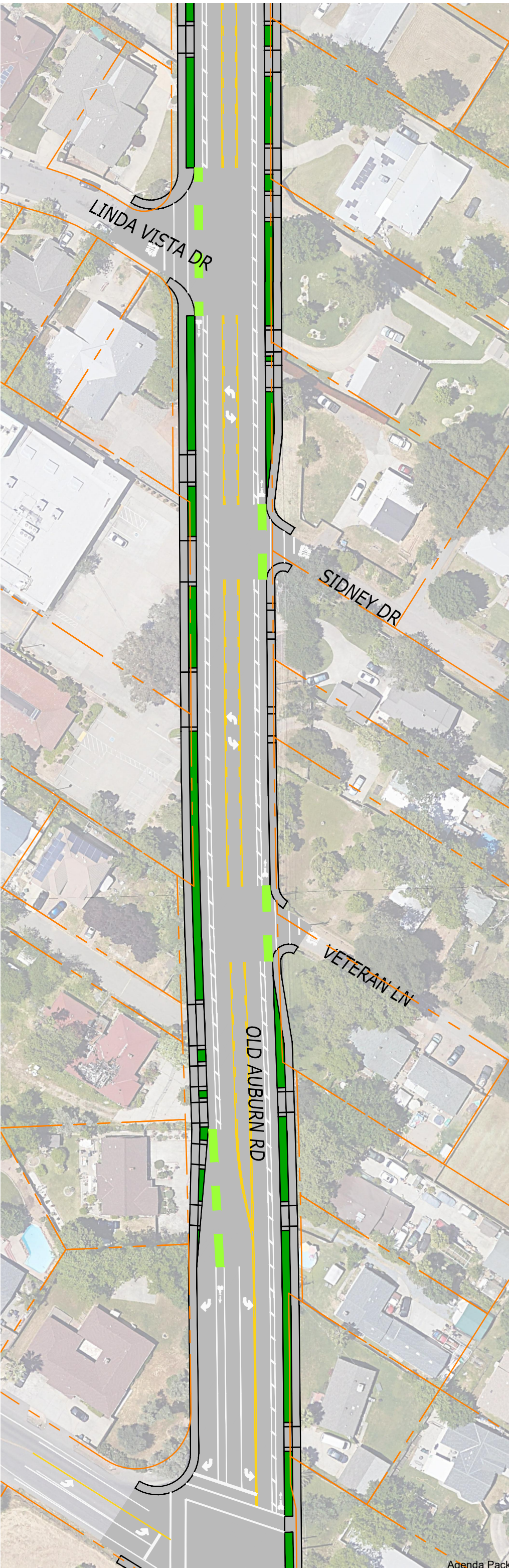
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-  RAISED CONCRETE MEDIAN
-  LANDSCAPE AREA
-  BIKEWAY CROSSWALK AT UNCONTROLLED CROSSINGS
-  BIKEWAY SYMBOL AND ARROW
-  SCHOOL ZONE PEDESTRIAN CROSSWALK
-  PEDESTRIAN CROSSWALK
-  RIGHT-OF-WAY











LEGEND:

- MOUNTABLE TRUCK APRON
- RAISED CONCRETE MEDIAN
- LANDSCAPE AREA
- BIKEWAY CROSSWALK AT UNCONTROLLED CROSSINGS
- BIKEWAY SYMBOL AND ARROW
- SCHOOL ZONE PEDESTRIAN CROSSWALK
- PEDESTRIAN CROSSWALK
- RIGHT-OF-WAY



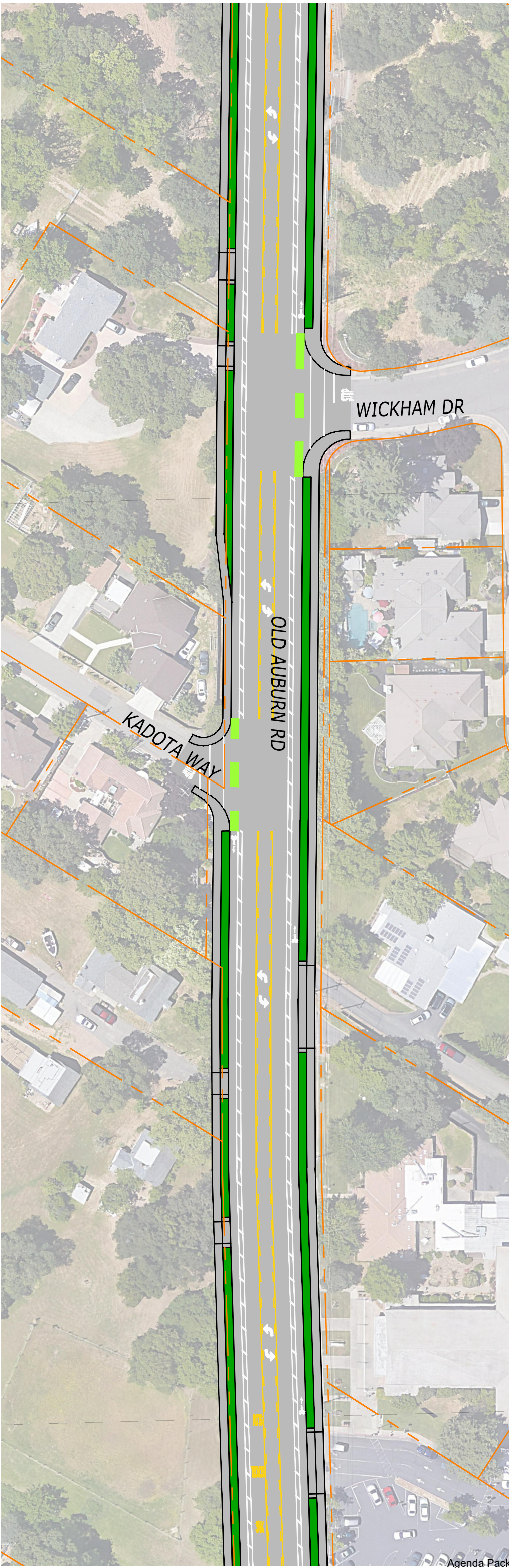
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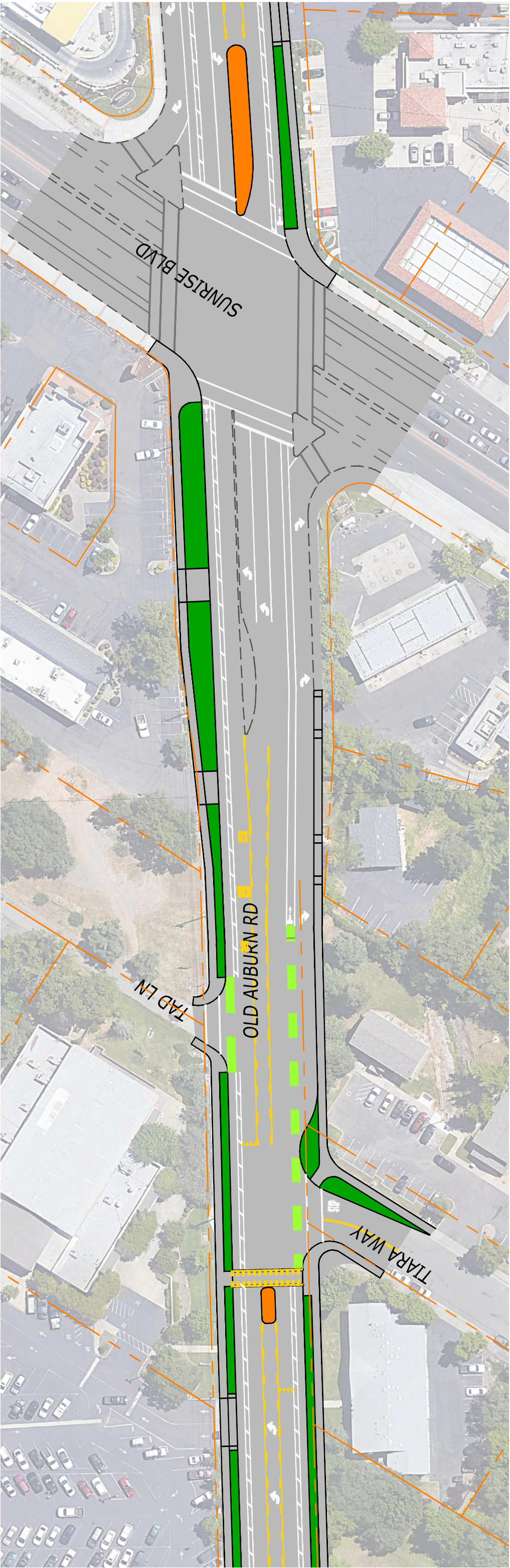
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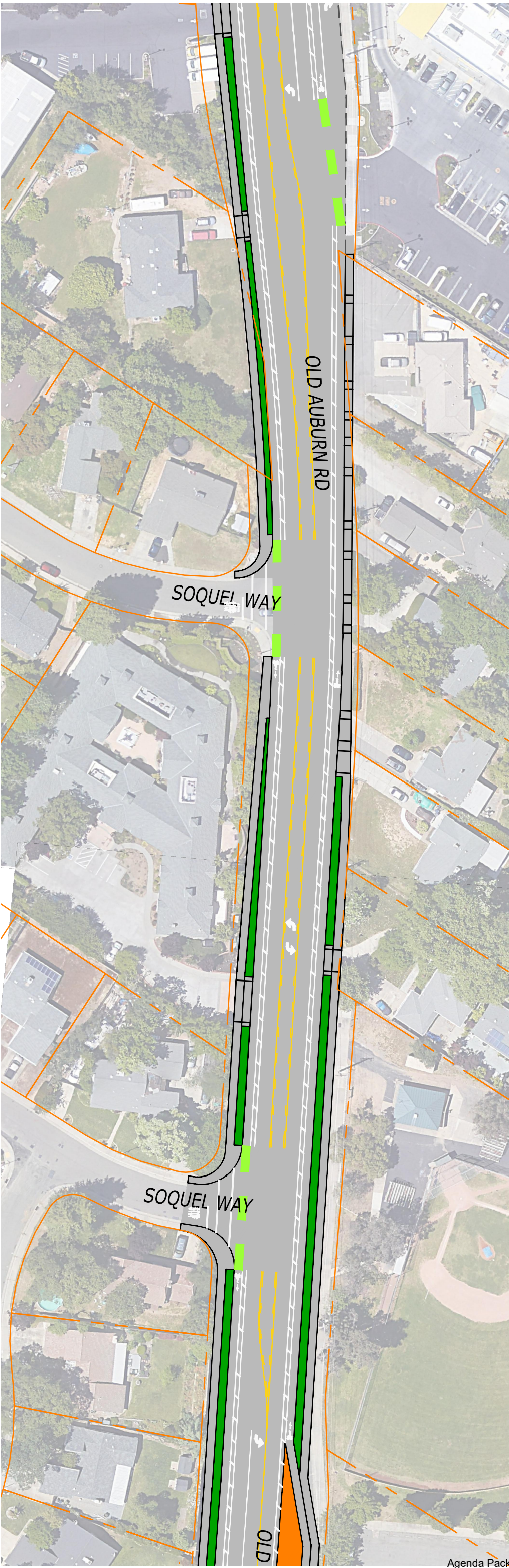
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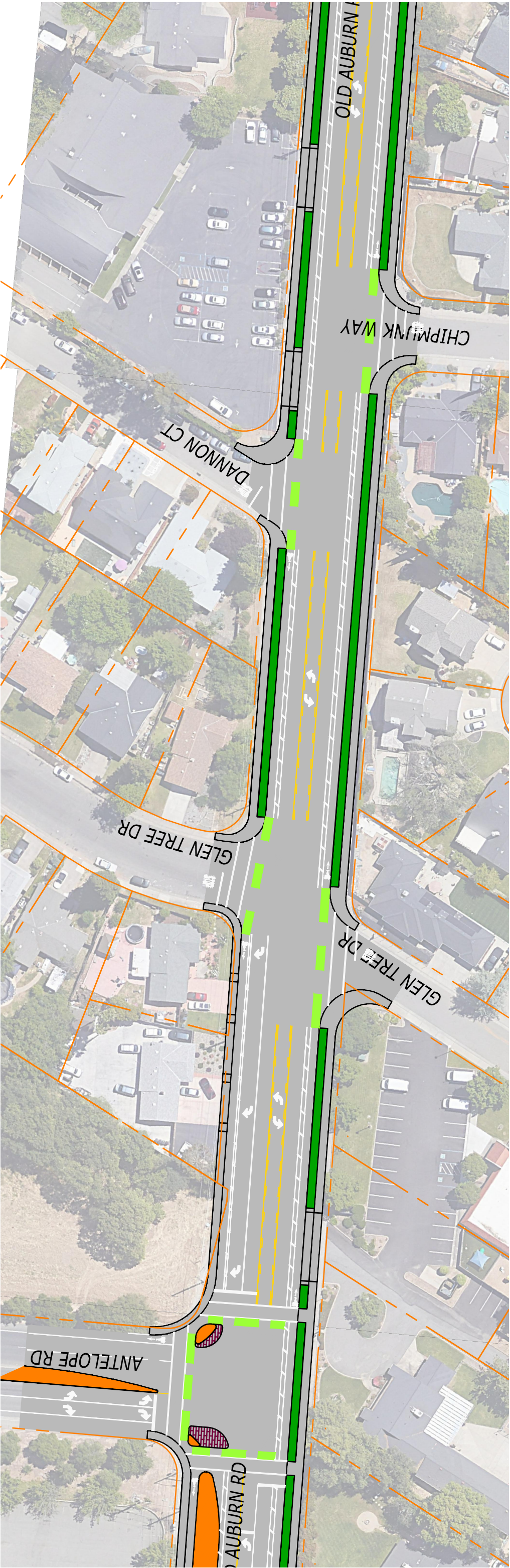
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- RIGHT-OF-WAY











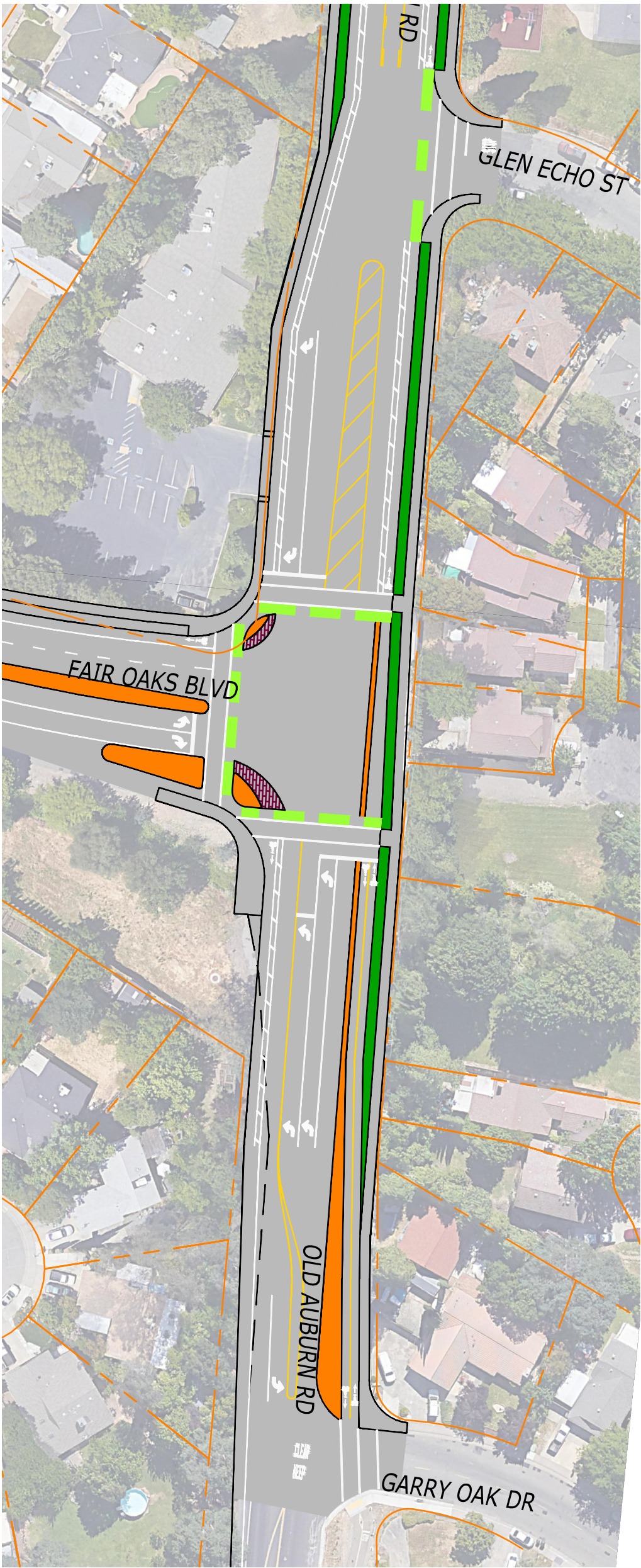
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Analysis of Concepts

Peak Hour Level of Service Analysis

The preferred concept and sub-alternative were modeled in SimTraffic 10 software using the existing peak hour volumes. It is important to note that if the concept plan were implemented, the amount of traffic during peak hours would likely decrease, so this analysis presents a worst-case scenario. The peak hour delay and level of service results are shown in Table 6. Technical calculations are provided in Appendix C.

Table 6: Peak Hour Level of Service - Road Diet Concepts

Intersection	Control ¹	LOS ² / Delay ³ (s)					
		Existing Conditions		Preferred Road Diet Option 1		Sub-alternative Road Diet Option 2	
		AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
Old Auburn Rd / Sylvan Rd / Auburn Blvd	Signal	C / 34	D / 43	D / 40	E / 58	D / 40	E / 58
Old Auburn Rd / Mariposa Ave	Signal	B / 19	C / 24	B / 19	C / 23	C / 20	C / 21
Old Auburn Rd / Bonita Wy	SSSC	A (E) / 4 (44)	A (F) / 6 (73)	A (E) / 5 (45)	A (F) / 6 (54)	A (E) / 4 (40)	A (E) / 5 (47)
Old Auburn Rd / Tiara Wy	SSSC	A (C) / 7 (21)	A (D) / 7 (31)	A (B) / 1 (12)	A (C) / 1 (19)	A (C) / 1 (16)	A (C) / 1 (19)
Old Auburn Rd / Sunrise Blvd	Signal	D / 47	E / 64	D / 49	E / 65	D / 44	E / 71
Old Auburn Rd / Antelope Rd	Signal	B / 13	B / 19	C / 23	E / 56	B / 18	C / 24
Old Auburn Rd / Fair Oaks Blvd ⁴	Signal	C / 25	D / 41	D / 35	D / 53	D / 41	D / 45

Notes:

1. "Signal" represents a traffic signal-controlled intersection. "SSSC" represents a side-street stop-controlled intersection.
2. "LOS" represents level of service, calculated based on methodologies contained in the *Highway Capacity Manual, 6th Edition* (Transportation Research Board, 2016).
3. Average control delay for intersections is the weighted average for all movements. For SSSC intersections, the delay and LOS for the highest movement delay is shown in parentheses.
4. For Existing Conditions, the lane configurations for this analysis at this intersection represent 2018 conditions, so the northbound approach includes one left-turn lane and one shared left/right-turn lane. Since then, modifications have been made to restripe the approach to one left-turn lane and one right-turn lane.

Source: Fehr & Peers, 2020.

With preferred concept striping, the southbound queue at Old Auburn Road/Antelope Road occasionally spills back to Sunrise Boulevard along Antelope Road during the PM peak hour. Additionally, the westbound queue at this intersection occasionally spills back to Fair Oaks Boulevard along Old Auburn Road, which can

affect the operations of the westbound through and northbound left-turn at that intersection. The LOS at Old Auburn Road/Antelope Road degrades to LOS E with the preferred concept during the PM peak hour but operates at LOS C conditions during the PM peak hour with the sub-alternative implemented.



Travel Time Analysis

Table 7 compares the estimated peak 15-minute travel times with both road diet options. Technical calculations are in the Appendix C. The table shows that with the preferred concept, the travel time increases by about one minute in the southbound to eastbound direction during the AM peak hour. This coincides with the peak commute direction, as the travel time of the northbound to westbound route increases during the PM peak hour.

Table 7: Peak Hour Travel Times - Road Diet Concepts

Route	Existing Conditions		Preferred Road Diet Option 1		Sub-alternative Road Diet Option 2	
	AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
Southbound on Antelope Road to southbound on Fair Oaks Boulevard	1 minute 29 seconds	1 minute 53 seconds	2 minutes 27 seconds	2 minutes 26 seconds	1 minute 39 seconds	1 minutes 43 seconds
Westbound on Old Auburn Road between Garry Oak Road and Sunrise Boulevard	3 minutes 14 seconds	3 minutes 31 seconds	3 minutes 47 seconds	4 minutes 49 seconds	3 minutes 47 seconds	4 minutes 50 seconds
Northbound on Fair Oaks Boulevard to northbound on Antelope Road	1 minute 50 seconds	1 minute 42 seconds	1 minute 54 seconds	2 minutes 51 seconds	1 minute 41 seconds	2 minutes 15 seconds

Source: Fehr & Peers, 2020.

Bicyclist StreetScore+

The bicycle StreetScore+ analysis results of the concept plan are shown in Table 8. The inclusion of separated bikeways on Old Auburn Road improves many segments from a bicycle StreetScore+ of 3 to 2, increasing the probability that less confident riders will use Old Auburn Road.

Table 8: Bicycle StreetScore+ - Road Diet Concepts

Segment	Direction	Existing Bicycle StreetScore+	Old Auburn Road Complete Streets Bicycle StreetScore+
Old Auburn Road between Auburn Blvd/Sylvan Rd and Wes Wy	EB	3	2
	WB	3	2
Old Auburn Road between Wes Wy and Mariposa Av	EB	3	2
	WB	3	2
Old Auburn Road between Mariposa Av and Wickham Dr	EB	3	2
	WB	3	2
Old Auburn Road between Wickham Dr and Kadota Wy	EB	3	2
	WB	3	2
Old Auburn Road between Kadota Wy and Loi Linda Ln	EB	3	2
	WB	3	2
Old Auburn Road between Loi Linda Lane and Tiara Way	EB	3	2
	WB	3	2
Old Auburn Road between Tiara Way and Sunrise Boulevard	EB	2	3
	WB	3	2
Old Auburn Road between Sunrise Boulevard and Soquel Way W	EB	3	2
	WB	3	2
Old Auburn Road between Soquel Way W and Soquel Way E	EB	3	2
	WB	3	2
Old Auburn Road between Soquel Way E and Antelope Road	EB	3	2
	WB	3	2
Old Auburn Road between Antelope Road and Fair Oaks Boulevard	EB	3	2
	WB	3	2
Old Auburn Road between Fair Oaks Blvd and Garry Oak Rd	EB	3	2
	WB	3	2
Old Auburn Road between Garry Oak Dr and Auburn Woods Dr	EB	1	1
	WB	1	1

Source: Fehr & Peers, 2020.



Implementation

The Old Auburn Road Complete Street Plan is a planning document that has taken a holistic look at safety and mobility on Old Auburn Road between Sylvan Road and Garry Oak Drive in the City of Citrus Heights. The recommendations described in the document do not have specific funding sources identified for implementation like those in typical Capital Improvement Programs or Regional Transportation Plans. However, there are several ways that the improvements in the Plan can be implemented with assistance from transportation grant funding.

Construction cost estimates are located in Appendix B of this report.

Grant Funding

For many of its transportation projects, the City of Citrus Heights is dependent on competing for local, regional, State, or Federal grants programs. There are a number of funding sources that may be applicable for Old Auburn Road. The Old Auburn Road Complete Street Master Plan is a critical piece in being competitive for these various regional funding sources. Local funding is available through SACOG's Regional Flexible Funding Programs including the Regional Bicycle & Pedestrian, Community Design, and Regional/Local Programs. The Plan will also compete well for statewide Active Transportation Program funds. This project's competitiveness will be enhanced by building from the momentum of the other complete street and safety projects on Auburn Boulevard and Sunrise Boulevard.

An important implementation tool for complete streets projects are low cost trial implementation and proof of concept. The Old Auburn Road project included a week-long demonstration project of the lane reduction. The demonstration project served multiple purposes including informing the public of the potential change, observing how traffic and patterns in the area were affected, and testing the future bikeway facilities. The

findings from the demonstration project will help refine the ultimate design of the Old Auburn Road improvements and identify necessary modifications to adjacent intersections to accommodate the changes in traffic patterns.

The concept plan was adopted by the City Council on March 26, 2020. The next steps for the city include seeking funding for the preliminary engineering and environmental clearance of the project. During this phase, additional community outreach will occur to help refine the design concepts and provide insight on the changing conditions along the corridor. After the project has been environmentally cleared, final design will occur while construction dollars are being sought. This time period will be another critical time for community engagement, especially with the property owners along the corridor, to coordinate specific opportunities and constraints. The final design will enable the project to be constructed as a whole or in phases dependent on funding availability.



Potential Project Phasing

The 1.75-mile-long Old Auburn Road Complete Street project has a projected construction cost between \$15 and \$25 million depending on final design components. It is anticipated that the project will need to be constructed in multiple phases that align with available funding sources. For the purpose of the Plan, the project has been divided into two phases, shown in Figure 17.

Phase 1 spans Old Auburn Road between Tiara Way and Garry Oak Drive and will address some of the highest collision concentrations near Sunrise Boulevard and Fair Oak Boulevard. A majority of Phase 1 can be completed within the existing right of way with minimal impacts to adjacent properties.

Table 9: Cost Estimate - Phase 1

Phase 1 (Tiara Way to Garry Oak Drive)		
Construction Cost		\$ 7,406,000
Environmental Clearance	10%	\$ 740,600
Design	15%	\$ 1,110,900
Construction Management	15%	\$ 1,110,900
Total Cost		\$ 10,368,400
<i>Right of way</i>		
Number of Parcels		2
Total Area		1200 sf

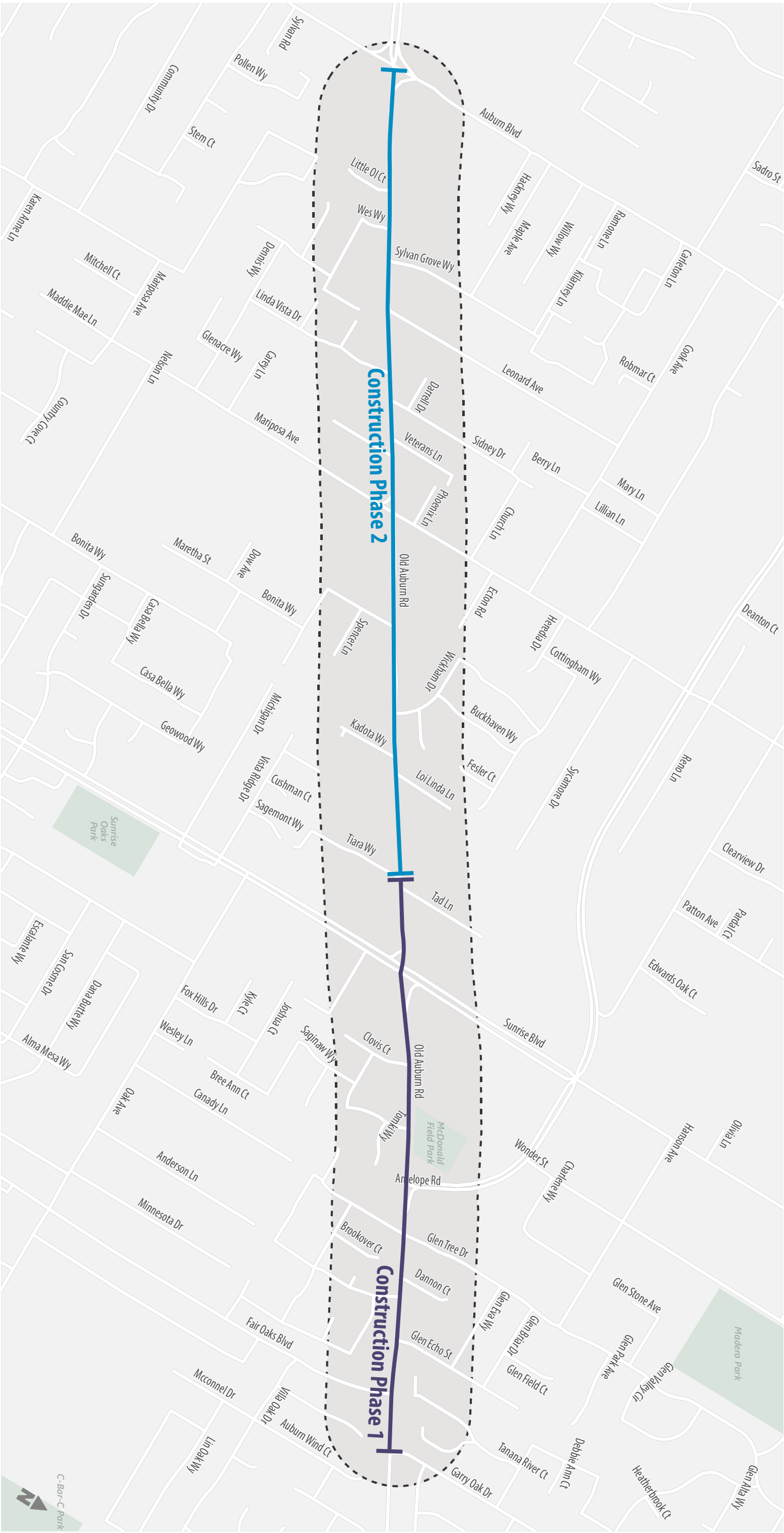
Source: Bennett Engineering Services, 2020.

Phase 2 consists of the remainder of the Plan from the Sylvan Road to Tiara Way. This phase will generally widen the roadway, adding the two-way left turn lane and filling bikeway and sidewalk gaps. This phase of the project will require additional drainage analysis when replacing roadside ditches and may require sliver right of way acquisitions between two and eight feet of up to 24 parcels.

Table 10: Cost Estimate - Phase 2

Phase 2 (Sylvan Road to Tiara Way)		
Construction Cost		\$ 8,303,000
Environmental Clearance	10%	\$ 830,300
Design	15%	\$ 1,245,450
Construction Management	15%	\$ 1,245,450
Total Cost		\$ 11,624,200
<i>Right of way</i>		
Number of Parcels		24
Total Area		25000 sf

Source: Bennett Engineering Services, 2020.



Study Area

Old Auburn Road Construction Phasing

Figure 17

Old Auburn Road Complete Streets Project

Frequently Asked Questions

1. Why are you studying Old Auburn Road?

Since incorporation, the City has routinely received concerns from residents regarding safety along Old Auburn Road. Concerns include excessive vehicle speeds, lack of pedestrian and bicycle infrastructure, safe crossings, increased congestion and a history of collisions. In 2011, the city adopted a Complete Streets standard (see Question 3 for info on Complete Streets) for all roadways in the community. This policy is intended to provide safe movement for all roadway users including people walking, riding a bicycle, or driving a car. In 2016, as part of the Pedestrian Master Plan, the city surveyed residents about their concerns related to walking within the city. Approximately 69% of survey respondents indicated they would like to see pedestrian improvements in their neighborhood. 62% of respondents indicated they would walk more if there were better sidewalks and crosswalks. In addition, over 50% of respondents did not feel safe from cars while walking. When the city adopted the Pedestrian Master Plan, the Old Auburn Road corridor was identified as a Focus Area due to the importance of the corridor, the lack of infrastructure, and the number of collisions. The focus area identified a variety of safety concerns for pedestrians and vehicles along this corridor that needed to be addressed in more detail. The Pedestrian Master Plan identified a need for wider separated sidewalks as well as a variety of other safety improvements; however, acknowledged, a more robust design and planning effort was necessary.

2. What part of Old Auburn is included in the study?

The study evaluates the portion of Old Auburn Road between Sylvan Corners (Auburn/Sylvan/Old Auburn intersection) and Garry Oak Drive (where the current Multi-Use pathway ends, just east of Fair Oaks Blvd.) A map highlighting the study limits is located on the project website.

3. What is a Complete Street?

A “complete street” is a transportation design and operation philosophy that intends streets to be safe, convenient and comfortable for all users, regardless of age, ability, or how one feels while traveling. Complete streets can include, but are not limited to, sidewalks, bike lanes, bus pull-outs, and traffic calming measures such as center medians and street trees.

4. What are the benefits of a Complete Street?

The benefits of complete street elements being considered include:

- Separated Bikeways reduce risk of injury to cyclists by 50% and have been proven to decrease vehicle speeds.

- Reducing travel lanes has been shown to decrease vehicle speeds and reduce injury collisions by over 60%.
- Separated sidewalks promote an active lifestyle, increase neighborhood walkability and have been shown to prevent up to 88% of crashes related to walking along a roadway.

See the Open House exhibit board for more information.

5. Why dedicate a traffic lane on Old Auburn Road for bicyclists when there are not many who ride their bike on this road?

Throughout the development of the Pedestrian Master Plan and Bikeway Master Plan, those who participated in or commented on the plans routinely indicated their largest concern was related to the lack of physical separation from high volume and high-speed traffic. Respondents in these efforts typically felt that a physical separation (landscape planter, curb, etc.) was necessary to improve their comfort level. Fifty-nine percent of residents surveyed during the development of the City's Pedestrian Master Plan indicated they are willing to use active transportation; however, they need improvements (including separation from roadways, safe crossings and connectivity to key destinations).

6. Why reduce the number of travel lanes? Instead, why not add a lane to reduce congestion?

Congestion during the morning and afternoon commute on the freeways and major arterials like Sunrise Boulevard has caused traffic to spill onto neighborhood streets, especially with the increased use of cellphone navigation applications (i.e. Waze, Google Maps, etc.) Smart phone navigation applications will direct traffic onto roadways based on minimal travel time, even to save a minute or less, regardless of the roadway type. Widening local roadways, like Old Auburn Road, may induce additional commute traffic as highlighted on the "Who is Using Old Auburn Road?" Exhibit Board where 20% - 25% of Old Auburn Road's existing commute traffic uses the roadway as a cut through.

The proposed improvements need to be a balance between accommodating local access and not inducing additional cut-through traffic. The lane reduction creates a cost effective way to increase the facilities for safer walking and biking, which has the potential to shift shorter local trips to a more active mode, such as allowing kids to walk to school, thus reducing the number of cars trips.

7. Why were the planter barriers installed?

The planters were installed in 2009 after receiving a number of complaints from residents along the north side of Old Auburn Rd regarding out of control vehicles that had crashed through their rear-yard fences. Planters were chosen as they can safely absorb the impact of a vehicle while protecting pedestrians on the sidewalk and the adjacent residential properties. In addition, the planter block materials are readily available and can be

assembled/re-assembled by the city's landscape personnel, minimizing maintenance costs and response times for any repairs.

8. Why not install concrete or metal-beam barriers instead of the planters?

Concrete barriers and metal-beam guardrails were considered. However, both of these barrier types are intended to protect against side-angle impacts. The planters can safely absorb the impact of head-on collisions, whereas other options do not absorb impact and may cause serious injury to the vehicle drivers. In addition, concrete or metal-beam barriers require costly crash cushion devices at the exposed blunt ends to further protect drivers from severe injury. The planter barriers were chosen for three primary reasons:

- They protect pedestrians and adjacent residences from out of control vehicles, while preventing serious injury to the vehicle driver;
- The cost of initial installation and repair of the planters is substantially less than other options;
- Repairs to the planters can be performed relatively quickly by a landscape contractor rather than requiring specialty contractors with higher labor costs.

9. The intersection is not a perfect 90 degrees. Can't you realign the intersection?

Striping changes to increase the angle of the northbound left turn were implemented in October 2019. These changes include realigning the eastbound lane on Old Auburn Road to allow a broader turn radius from northbound Fair Oaks Boulevard. Any additional changes to realign the roadways to intersect at 90 degrees will require reconstruction of the entire intersection and a portion of Fair Oaks Boulevard. Realignment would also require purchase of property from one or more privately owned parcels. For these reasons, it is not feasible to realign the intersection any more than what has already been done at this time.

10. Why not change Fair Oaks Blvd to have one left turn lane and one right turn lane onto Old Auburn?

This concept was tested during the 9-day roadway demonstration project in October. In addition, review of the planter crashes indicates that the large majority of crashes occur from vehicles using the outside left turn lane from Fair Oaks Blvd onto Old Auburn Road. A plan for Near Term Improvements has been developed which includes making this lane change permanent. The Near Term Improvements include:

- Convert to one left turn and one right turn lane on northbound Fair Oaks Blvd
- Install KEEP CLEAR legends at Old Auburn/Garry Oak and Fair Oaks/Villa Oak
- Install "Slippery When Wet" warning signs on northbound Fair Oaks and on westbound Old Auburn
- Install 15 mph speed and turn warning signs on northbound Fair Oaks • Install "YOUR SPEED" digital display sign that will flash "SLOW DOWN" for drivers exceeding the recommended speed on northbound Fair Oaks

- Install additional left arrow chevron signs within the planters facing northbound Fair Oaks traffic
- Add reflective yellow tape around the left turn arrows on the traffic signal facing northbound Fair Oaks traffic

These updates will be installed as soon as weather permits.

11. Why has Fair Oaks Blvd been reduced to one turn lane since the Thanksgiving weekend?

During the Thanksgiving holiday weekend, several collisions occurred at the Fair Oaks/Old Auburn intersection. A review of these collisions, and review of collision reports for crashes that occurred over the past several years, indicated that the large majority of the crashes were occurring from cars using the outside left turn lane from Fair Oaks onto Old Auburn Road. In order to increase traffic safety and reduce crashes into the planters, the outside left turn lane has been closed, and will remain closed, until the Near Term Improvements can be installed.

12. Can the Police Department patrol the area and hand out more tickets?

Reducing collisions is primarily handled in three ways: Enforcement, Engineering and Education. The Police Department does patrol and conduct enforcement in this area. However, enforcement is only one way to reduce collisions. Each location must be studied to determine the best outcome. Police and engineers have come together to determine that enforcement is important in this area but engineering changes are the best long term solution.

13. What is the current concept for the Old Auburn Road Complete Street Plan?

The current concept is to have one travel lane in each direction with a center two-way left turn lane for the entirety of the corridor. More detail can be seen on Concept Design Map 1 and Map 2, presented at Community Open House #2.

14. Why was the one-lane concept tested for 9 days during October 2019?

The temporary changes were implemented as part of the community engagement effort associated with this planning project. Typically, concepts are only developed and presented on paper and do not provide a way for residents and community members to see the concepts in the field. By implementing the changes temporarily, all roadway users gain a first-hand experience of the proposed concept, also providing opportunity to engage members of the community who may otherwise not have known about the project.

Further, implementing the changes in the field for a one-week period allowed staff to observe how the proposed concept would affect a critical intersection and to collect traffic data to further analyze the potential changes.

15. What are the plans to address traffic congestion in the area?

For city streets, traffic congestion is typically caused by operations at major intersections and not due to the number of lanes in between. As part of any improvements on Old Auburn Road, infrastructure will be installed to allow signal timing improvements and signal coordination which will help traffic flow through intersections on Old Auburn Road more efficiently. Currently, this infrastructure is lacking and signal coordination is not possible on Old Auburn Road. The current concept also proposes to add two-way left turn lanes where they do not exist today, increasing safety for left turning vehicles and allowing them to wait outside of the travel lane. Additionally, the lane reduction may reduce the amount of cut-through traffic using the corridor during peak commute times as a bypass for Interstate 80.

16. Is there potential to increase traffic on adjacent roadways and neighborhood streets?

There is potential for increased cut-through traffic on neighborhood streets with the Plan implementation. However, during the demonstration project in October, the amount of traffic measured on Oak Avenue largely remained the same as before the demonstration project was implemented. See the Demonstration Project Exhibit Board for more information. If the one lane roadway configuration is implemented, city staff will continue to monitor neighborhood traffic issues and can address potential cut-through traffic with additional traffic calming or intersection modifications.

17. What are the next steps for this Plan?

City staff is working with the project consultant to review all comments and feedback received. A final recommendation and Plan will be presented to the Citrus Heights Planning Commission and City Council in late February.

18. When will the Plan be implemented?

We anticipate the Plan to be complete by end of February 2020. Currently, there is no funding identified to design or construct the recommendations that are developed as part of the Complete Streets Plan. However, once complete, the concepts will be used to seek grant funding for the next phases of the corridor improvements. It is unlikely that the entire corridor will be constructed at one time, and improvements will likely be phased.