May 13, 2021 AGENDA
CITY OF CITRUS HEIGHTS CITY COUNCIL
7:00 PM REGULAR MEETING
City Hall Council Chambers
6360 Fountain Square Drive, Citrus Heights, CA

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.

PLEASE SEE BELOW FOR ZOOM MEETING INFORMATION

Regular Meeting 7:00 p.m. Zoom Meeting – Members of the public may attend via Zoom in order to observe and address the meeting. Webinar link:

https://us02web.zoom.us/j/84334220040

For those individuals accessing the meetings through Zoom who wish to make a public comment, please use the Zoom hand raise function (or *9 if you join the webinar via telephone) and the host will unmute you when it is time to speak. Speakers will be limited to 3 minutes each. Alternatively, you may 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. Written public comments shall be limited to 250 words or less. Each comment will be read aloud by the City Clerk.

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.

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.

May 13, 2021 Regular City Council Meeting Agenda Packet

Documents:

MAY 13 2021 COUNCIL AGENDA PACKET.PDF

Resolution Appointing Interim Appointed Retired Annuitant To The Vacant Position Of
May 13, 2021 AGENDA
CITY OF CITRUS HEIGHTS CITY COUNCIL
7:00 PM REGULAR MEETING
City Hall Council Chambers
6360 Fountain Square Drive

CALL REGULAR MEETING TO ORDER
1. Flag Salute
2. Roll Call: Council Members: Bruins, Daniels, Schaefer, Middleton, Miller
3. Video Statement

APPROVAL OF AGENDA

PRESENTATIONS

4. Proclamation Of The City Of Citrus Heights Proclaiming National Public Works Week
5. Proclamation Of The City Of Citrus Heights Proclaiming May As Building Safety Month
6. Regional Grant Awards For The City Of Citrus Heights

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

PUBLIC COMMENT

CONSENT CALENDAR

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

7. SUBJECT: Approval Of Minutes
   RECOMMENDATION: Approve the Minutes of the Regular Meeting of April 22, 2021

8. SUBJECT: Quarterly Treasurer’s Report
   STAFF REPORT: T. Nossardi
   RECOMMENDATION: Staff recommends the City Council receive and file the Quarterly Treasurer’s Report for the quarter ending March 31, 2021

9. SUBJECT: Designation Of City Representatives For FEMA And Cal OES
   STAFF REPORT: B. Zenoni/ T. Nossardi
   RECOMMENDATION: Adopt Resolution No. 2021—, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the Designation of the Administrative Services Director, Community Development Director, and Chief of Police as the City’s Representatives for FEMA and Cal OES

10. SUBJECT: Award Of Housing Repair Loan Program Administration Contract To Michael Baker International
    STAFF REPORT: C. McDuffee/ S. Cotter
    RECOMMENDATION: Adopt Resolution No. 2021—, a Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to Execute a Contract with Michael Baker International for Administration of the City’s Housing Repair Loan Program

11. SUBJECT: Adoption Of Resolution To Authorize The City Of Citrus Heights To Apply For All Available Grants The City Is Eligible For Offered By The Department Of
Resources Recycling And Recovery – CalRecycle
STAFF REPORT: M. Poole
RECOMMENDATION: Adopt Resolution No. 2021-____, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the Submittal of Applications for all CalRecycle Grants for which the City of Citrus Heights is eligible

12. SUBJECT: Mariposa Avenue Safe Routes To School Phase 4 - ATPSB1L-5475 (043), Award Of Construction Contract
STAFF REPORT: L. Blomquist
RECOMMENDATION: Adopt Resolution No. 2021-____, a Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to Execute an Agreement with Martin General Engineering, Inc. for the Mariposa Avenue Safe Routes to School Phase 4 Project

13. SUBJECT: Mariposa Safe Routes To School, Phase 4 PN 20-18-001 Award Of Construction Management, Inspection, And Materials Testing Services Agreement
STAFF REPORT: M. Poole
RECOMMENDATION: Adopt Resolution No. 2021-____, a Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to execute a professional services agreement with Coastland Civil Engineering, Inc. to provide construction management, inspection and materials testing services for the Mariposa Avenue Safe Routes to School, Phase 4 Project

REGULAR CALENDAR

14. SUBJECT: Consider Appointment Of An Interim/Acting City Manager And Authorize The Necessary Hiring Procedures
RECOMMENDATION: Direct the Appointment of an Interim/Acting City Manager and Approve the Necessary Resolution and/or Contract Depending on the Action of the Council

15. SUBJECT: Five-Year Capital Improvement Program For Fiscal Years 2021/2022-2025/2026
STAFF REPORT: R. Cave
RECOMMENDATION: Adopt Resolution No. 2021-____, A Resolution of the City Council of the City of Citrus Heights, California, Approving the Five-Year Capital Improvement Program for Fiscal Years 2021/2022-2025/2026

16. SUBJECT: Review The Sacramento Stormwater Quality Partnership Program And Authorize FY 21/22 Expenditures
STAFF REPORT: L. Blomquist/ D. Medema
RECOMMENDATION: Adopt Resolution No. 2021-____, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Expend Stormwater Funds for the City of Citrus Heights’ Shared Cost of Joint Implemented Municipal Separate Storm Sewer System Requirements with the Sacramento Stormwater Quality Partnership

DEPARTMENT REPORTS

CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS / FUTURE AGENDA ITEMS

ADJOURNMENT
May 13, 2021 AGENDA
CITY OF CITRUS HEIGHTS CITY COUNCIL
7:00 PM REGULAR MEETING
City Hall Council Chambers
6360 Fountain Square Drive

Call Regular Meeting To Order

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

Approval Of Agenda

Proceed To Agenda Items

1. Consent Calendar
2. City Manager Items
3. Public Comments
4. Presentations
5. Proclamation Of The City Of Citrus Heights Proclaiming National Public Works Week
6. Proclamation Of The City Of Citrus Heights Proclaiming May As Building Safety Month
7. Approval Of Minutes
8. Update On Current Financial Conditions
9. Designation Of City Representatives For FEMA And Cal OES
10. Award Of Housing Repair Loan Program Administration Contract To Sacramento Stormwater Quality Partnership
11. Execution Of A Lease Agreement For The Use Of City Hall And Community Room For The Sacramento Stormwater Quality Partnership
12. Mariposa Avenue Safe Routes To School Phase 4
13. Resolution Appointing Interim Appointed Retired Annuitant To The Vacant Position Of Administrative Services Director, Community Development Director, and Chief of Police
14. Consider Appointment Of An Interim/Acting City Manager And Authorize Expend Stormwater Funds for the City of Citrus Heights
15. Subject: Five Year Capital Improvement Program For Fiscal Years 2021/2022 (City Manager)

Adoption Of Resolutions

1. Resolution Of the City Council Authorizing the City Manager to Accept the California Relay Service for Public Notice
2. Resolution Of the City Council Authorizing the City Manager to Accept the California Relay Service 7 for Public Notice
3. Resolution Of the City Council Authorizing the City Manager to Accept the City of Citrus Heights Video Webcast
4. Resolution Of the City Council Authorizing the City Manager to Accept the City of Citrus Heights Live Webcast
5. Resolution Of the City Council Authorizing the City Manager to Accept the City of Citrus Heights City Hall Video Webcast
6. Resolution Of the City Council Authorizing the City Manager to Accept the City of Citrus Heights City Hall Live Webcast

Adjournment
CITY OF CITRUS HEIGHTS
CITY COUNCIL
Regular Meeting of Thursday, May 13, 2021
Regular Meeting 7:00 p.m.

HOW TO PARTICIPATE:

The City of Citrus Heights welcomes your interest and involvement in the City’s legislative process. If you would like to provide comments to the City Council, please use the Zoom hand raise function (or *9 if you join the webinar via telephone) and the host will unmute you when it is time to speak. Speakers will be limited to 3 minutes each. Alternatively, you may 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. Written public comments shall be limited to 250 words or less. Each comment will be read aloud by the City Clerk.

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The City provides two ways to watch a City Council meeting.

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<th>ONLINE</th>
<th>ON TELEVISION</th>
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<td>Watch the livestream and replay past meetings on the City website. <a href="http://www.citrusheights.net">www.citrusheights.net</a></td>
<td>Watch live and replays of meetings on Sac Metro Cable, Channel 14.</td>
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May 7, 2021

Amy Van, City Clerk
REGULAR CITY COUNCIL MEETING  
7:00 PM

CALL REGULAR MEETING TO ORDER

1. Flag Salute

2. Roll Call: Council Members: Bruins, Daniels, Schaefer, Middleton, Miller

3. Video Statement

APPROVAL OF AGENDA

PRESENTATIONS

4. Proclamation of the City of Citrus Heights Proclaiming National Public Works Week

5. Proclamation of the City of Citrus Heights Proclaiming May as Building Safety Month

6. Regional Grant Awards for the City of Citrus Heights

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

PUBLIC COMMENT

CONSENT CALENDAR
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**STAFF REPORT:** T. Nossardi  
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**STAFF REPORT:** C. McDuffee/ S. Cotter
RECOMMENDATION: Adopt Resolution No. 2021-___, a Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to Execute a Contract with Michael Baker International for Administration of the City’s Housing Repair Loan Program

11. SUBJECT: Adoption of Resolution to Authorize the City of Citrus Heights to Apply for All Available Grants the City is Eligible for Offered by the Department of Resources Recycling and Recovery – CalRecycle

STAFF REPORT: M. Poole

RECOMMENDATION: Adopt Resolution No. 2021-___, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the Submittal of Applications for all CalRecycle Grants for which the City of Citrus Heights is eligible

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STAFF REPORT: L. Blomquist

RECOMMENDATION: Adopt Resolution No. 2021-___, a Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to Execute an Agreement with Martin General Engineering, Inc. for the Mariposa Avenue Safe Routes to School Phase 4 Project


STAFF REPORT: M. Poole

RECOMMENDATION: Adopt Resolution No. 2021-___, a Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to execute a professional services agreement with Coastland Civil Engineering, Inc. to provide construction management, inspection and materials testing services for the Mariposa Avenue Safe Routes to School, Phase 4 Project

REGULAR CALENDAR

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STAFF REPORT: R. Cave

RECOMMENDATION: Adopt Resolution No. 2021-____ A Resolution of the City Council of the City of Citrus Heights, California, Approving the Five-Year Capital Improvement Program for Fiscal Years 2021/2022-2025/2026

16. SUBJECT: Review the Sacramento Stormwater Quality Partnership Program and Authorize FY 21/22 Expenditures

STAFF REPORT: L. Blomquist/ D. Medema

RECOMMENDATION: Adopt Resolution No. 2021-____, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Expend Stormwater Funds for
the City of Citrus Heights' Shared Cost of Joint Implemented Municipal Separate Storm Sewer System Requirements with the Sacramento Stormwater Quality Partnership

DEPARTMENT REPORTS

CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS

ADJOURNMENT
PROCLAMATION

of the
City of Citrus Heights
Proclaiming May 16-22, 2021 as
“National Public Works Week”

WHEREAS, Public Works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, quality of life and well-being of the residents and businesses of Citrus Heights;

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of Public Works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens;

WHEREAS, throughout the ongoing COVID-19 pandemic, Citrus Heights Public Works personnel have successfully managed and maintained essential services to the community of Citrus Heights, continuing to work hard each and every day to help keep our community safe and functioning, with various responsibilities and programs related to the COVID-19 response;

WHEREAS, Public Works helps maintain community’s strength by working together to provide an infrastructure of services in transportation, water, wastewater, and storm water treatment, public buildings and spaces, parks and grounds, emergency management and first response, solid waste, and right-of-way management;

WHEREAS, Public Works provides togetherness needed for collaboration with all the stakeholders in capital projects, infrastructure solutions, and quality of life services; and

WHEREAS, the American Public Works Association has selected “Stronger Together” as the theme for National Public Works Week 2021, which challenges our citizens to think about the role Public Works plays in creating a great place to live. By working together, the impact citizens and Public Works professionals can have on our communities is magnified and results in the ability to accomplish goals once thought unattainable.

NOW, THEREFORE, BE IT RESOLVED that the City of Citrus Heights, does hereby proclaim the week of May 16-22, 2021 as National Public Works Week in this City, and urges Citrus Heights civic leaders, businesses, citizens, and youth to gain knowledge and maintain an ongoing interest and understanding of the importance of Public Works for the growth, prosperity and future of Citrus Heights, and hereby salute this City’s dedicated Public Works professionals.

IN WITNESS WHEREOF, we have set our hand and seal this 13th day of May, 2021.

__________________________________________
Steve Miller, Mayor

ATTEST:

__________________________________________
Amy Van, City Clerk
Whereas, our City is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of disaster, and;

Whereas, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state and federal officials that are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, play, and;

Whereas, our nation benefits economically and technologically from using the International Codes that are developed by a national, voluntary consensus codes and standards developing organization, our government is able to avoid the high cost and complexity of developing and maintaining these codes, which are the most widely adopted building safety and fire prevention codes in the world;

Whereas, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities’ largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable, energy efficient and livable buildings that are essential to America’s prosperity, and;

Whereas, “Prevent, Prepare, Protect. Building Codes Save,” the theme for Building Safety Month 2021, encourages all Americans to raise awareness about the importance of safe and resilient construction; fire prevention; disaster mitigation, energy conservation; water safety; training the next generation; and new technologies in the construction industry.

Whereas, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Steve Miller, Mayor of the City of Citrus Heights, do hereby proclaim the month of May 2021 as Building Safety Month. Accordingly, I encourage our citizens to join with their communities in participation in Building Safety Month activities.

Signature
CALL REGULAR MEETING TO ORDER

The regular council meeting was called to order at 7:00 p.m. by Mayor Miller.

1. The Flag Salute was led by Mayor Miller.

2. Roll Call: Council Members present: Bruins, Daniels, Schaefer, Middleton, Miller
   Council Members absent: None
   Staff present: Blomquist, Boyd, Cotter, Jones, Kempenaar, Lawrence, McDuffee, Poole, Reid, Van, and Zenoni.

3. The video statement was read by City Clerk Van.

APPROVAL OF AGENDA

ACTION: On a motion by Vice Mayor Middleton, seconded by Council Member Bruins the City Council approved the agenda.

   AYES: Bruins, Daniels, Schaefer, Middleton, Miller
   NOES: None
   ABSENT: None

PRESENTATIONS

4. Proclamation of the City of Citrus Heights Proclaiming April as Donate Life Month

   Mayor Miller read and presented the Donate Life Proclamation, which was received virtually by Christian Sutton with Sierra Donor Services.

5. Proclamation of the City of Citrus Heights Proclaiming April as Fair Housing Month

   Olga Tulaydan with Sacramento Self Help Housing shared a presentation highlighting the services provided by Sacramento Self Help Housing.

   Vice Mayor Middleton read and presented the Fair Housing Month Proclamation, which was received virtually by Olga Tulaydan.

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

Council Member Bruins provided an update from the Sacramento Regional County Sanitation Board virtual budget workshops, which does not foresee an increase in customer rates. Council Member Bruins also shared the Sacramento Metro Fire District will be contacting members of the public to assess the greatest risks for fire in Citrus Heights.
Council Member Daniels provided an update from the Sacramento Metropolitan Air Quality Board finalizing their proposed budget, which will have a final vote for adoption in May. Council Member Daniels also shared the opening of Green Acres Nursery on San Juan and Greenback.

Council Member Schaefer provided an update from the Sacramento County Public Library Authority Board including the addition of two electric bookmobiles coming this summer. Council Member Schaefer also shared that Jeffery Muller, a high school senior from Cornerstone Christian School, contacted him inquiring about Schaefer’s role on the City Council.

Vice Mayor Middleton provided an update from the League of California Cities Sacramento Valley Chapter meeting, where they discussed Affordable Housing bills currently proposed at the state level. She also provided an update from the Citrus Heights Chamber luncheon, where Barry Broome from the Greater Sacramento Economic Council was the guest speaker. Vice Mayor Middleton attended a Police Activities League meeting and provided an update for future fundraising events. She also provided an update from the Sacramento Area Council of Governments (SACOG) Policy meeting, where they approved funding for the Citrus Heights Auburn Boulevard Revitalization Project.

Mayor Miller attended a Regional Transit Board meeting where the board voted to annex Elk Grove into the Regional Transit District. He also attended the Capital Corridor JPA meeting where they voted to increase train service beginning June 1.

PUBLIC COMMENT

Robert Wichert addressed the Council regarding the proposed budget and taxes, stating that the taxpayers may not be able to handle the increases imposed upon them. He asked that Council keep in mind the income of residents when addressing the proposed budget in an effort to not impose additional financial difficulties.

City Clerk Van read the following public comment submitted online from David Warren, “It is patently inappropriate for the budget proposal to be considered or approved at this meeting because: 1. The council’s time limitation for individual public comment makes it absolutely necessary that the city schedule public hearings for individual portions of the budget, i.e., public safety, street maintenance/repairs, employee wages, etc., to allow the public adequate time to address budget subparts; 2. The budget document fails to identify with specificity proposed wage and staff changes, instead addressing such items in generalities; 3. The City Manager failed to include American Rescue Plan Act funds which Congress Ami Bera assured the City would receive; and 4. The six days since the budget was posted on line has been insufficient for members of the community, such as myself, to prepare written comments for Council members to consider. The draconian department reductions, especially for the CHPD, when the immediate future portends police service increase in demand as a consequence of the inevitable increase in homeless individuals when mortgage payment and rent relief ends, is unnecessary in that money will arrive soon to back fill the impending budget deficit. When both our Mayor and Police Chief make television statements describing police staff reductions, it is an invitation to criminals to come to Citrus Heights. The Council should reject the proposed budget until the Council sitting en banc provides all of us adequate time to comment both orally and in writing, followed by sufficient time for the Council to take into consideration the public comments.”

City Clerk Van read the following public comment submitted online from Marta Platt, “The homeowners of 7778 Perdez Ct continue to threaten the livelihood and the safety of the residents of Perdez Court and the surrounding neighborhood. It is ridiculous, that the residents have to continually call CH PD dispatch regarding
these homeowners and submit numerous reports. As of this date, CH PD has provided unacceptable excuses as to why no action has been taken and has neglected to provide appropriate resolutions to address the ongoing safety issues. The residents of the court continue to be concerned for their personal safety and their property. A few residents are elderly, and one resident lives alone. Everyone in the court deserves to feel safe in their own home and to freely leave and return to their respective homes at will. We all expect to have a safe and peaceful environment as it has been for many years."

City Clerk Van read the following public comment submitted online from Tani Carroll, “Good evening. We have a neighbor that has been a problem to our court for a year. The Citrus Heights PD has done everything they can, as our video camera doesn’t show exact evidence of crimes. We believe there is drug selling happening. We know there is drug use. There are now dozens of very filthy and aggressive strangers hanging out at this man’s house, sometimes being verbally offensive to our other neighbors. It appears to be a flop house for druggies and transients. The property is filthy with a sofa and oven in the front, bags and bags of what appears to be garbage. Sometimes a person on a bike picks up a bag, and rides off. We are frustrated. We are hoping for next level help.”

Arthur Ketterling addressed the Council regarding updates on the COVID-19 re-opening and restrictions. He also addressed Vice Mayor Middleton regarding funds for the Auburn Boulevard project. Vice Mayor Middleton responded that funds for the project will be available toward the end of the year.

CONSENT CALENDAR

6. **SUBJECT:** Approval of Minutes  
**RECOMMENDATION:** Approve the Minutes of the Special and Regular Meeting of April 8, 2021 and Special Meeting of April 12, 2021

7. **SUBJECT:** Police Department Vehicle Replacement  
**STAFF REPORT:** R. Lawrence/ C. Burnett  
**RECOMMENDATION:** The Following is Recommended
   a. Adopt Resolution No. 2021-019, a Resolution of the City Council of the City of Citrus Heights, California, Approving the Transfer of $140,000 from the General Fund to the Capital Replacement Fund for the Purchase of Police Department Vehicles
   b. Adopt Resolution No. 2021-020, a Resolution of the City Council of the City of Citrus Heights, California, Approving the Purchase of Two Police Motorcycles utilizing Citizens’ Option for Public Safety (COPS) Funding

8. **SUBJECT:** Placer-Sacramento Gateway Phase 1 Project, Auburn Boulevard Phase 2 Project – Approval of Caltrans Baseline Agreement  
**STAFF REPORT:** M. Poole  
**RECOMMENDATION:** Adopt Resolution No. 2021-021, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute the Program Baseline Agreement for the Placer-Sacramento Gateway – Phase 1 Project, Auburn Boulevard Complete Streets Project Phase 2  

**ACTION:** On a motion by Council Member Bruins, seconded by Vice Mayor Middleton, the City Council adopted Consent Calendar Items 6, 7, and 8.
AYES: Bruins, Daniels, Schaefer, Middleton, Miller
NOES: None
ABSENT: None

REGULAR CALENDAR

9. **SUBJECT:** Approval of Budget for Fiscal Years 2021-22 and 2022-23 and Authorization for Execution of an Agreement with Greater Sacramento Economic Council

STAFF REPORT: W. Zenoni/ T. Nossardi

RECOMMENDATION: The Following is Recommended;

a. Adopt Resolution 2021-022 approving the City of Citrus Heights Two Year Budget for Fiscal Years 2021-22 and 2022-23

b. Adopt Resolution 2021-023 authorizing the City Manager to execute an agreement between the Greater Sacramento Economic Council and the City of Citrus Heights in an amount not to exceed $35,238 for Fiscal Year 2021-22

City Manager Boyd opened the final budget presentation for the Council, which provided an overview of the FY 2021-22 and 2022-23 Two-Year Budget cycle. City Manager Boyd explained that this budget is operationally balanced, but does not forecast expenses to fund large infrastructure projects. City Manager Boyd addressed the funding the City is expected to receive from the recent passing of the American Rescue Act. While the funds are expected to be dispersed to the City, staff are awaiting guidance from the Department of Treasury on how these funds can be utilized.

Interim Administrative Services Director Zenoni addressed the budget review process that City staff have undergone with Council, which included a financial update on January 28, a Finance Committee Budget Review on March 25, a City Council Budget Workshop on April 8, and the proposed City Council Budget Adoption on April 22. Zenoni reported that for Fiscal Year 2021-2022, the total City budget for all funds totals approximately $72.2 million. For Fiscal Year 2022-23, the total City budget for all funds totals approximately $67.9 million. Funds from the City’s general fund, enterprise fund, special revenue fund, and capital funds are included. Zenoni stated the City’s main operating fund is the general fund, which has a projected deficit of $77,305 for fiscal year 2021-22. In fiscal year 2022-23, staff anticipates approximately $3.6 million will be available to replenish the City’s reserves. These projections do not include funding from the American Rescue Act. Zenoni stated that once City staff have received direction on how the funds from the American Rescue Act can be utilized they would provide a recommendation for budget amendments.

Mayor Miller called for public comments.

Robert Wichert addressed the Council regarding the proposed adoption of the budget. Wichert expressed his disappointment in cutting funding from public safety stating that response times go up, crime goes up, and public safety goes down. He urged Council to reconsider proposed cuts to the public safety funds.

Albert Fox addressed the Council regarding the proposed adoption of the budget. Fox expressed his gratitude in the accurate and up to date information available on the proposed budget, which has been available on the City website. Fox addressed his dissatisfaction in outside discussions to cut executive staff salaries. Fox
Instead proposed Council Members cut their own stipends and health benefits. He also expressed the need for commitment from Council Members to pass the proposed budget.

Council Member comments and questions followed.

Council Member Daniels proposed postponing the budget adoption until the funds from the American Rescue Act have been received.

**ACTION:** On a motion by Council Member Bruins, seconded by Vice Mayor Middleton, the City Council Adopted Resolution 2021-022, Approving the City of Citrus Heights Two Year Budget for Fiscal Years 2021-22 and 2022-23

- **AYES:** Bruins, Middleton, Miller
- **NOES:** Daniels, Schaefer
- **ABSENT:** None

**ACTION:** On a motion by Council Member Bruins, seconded by Mayor Miller, the City Council Adopted Resolution 2021-023, Authorizing the City Manager to execute an agreement between the Greater Sacramento Economic Council and the City of Citrus Heights in an amount not to exceed $35,238 for Fiscal Year 2021-22

- **AYES:** Bruins, Daniels, Middleton, Miller
- **NOES:** Schaefer
- **ABSENT:** None

10. **SUBJECT:** Transportation Impact Study and SB743 Implementation Guidelines  
**STAFF REPORT:** C. McDuffee/ C. Kempenaar/ L. Blomquist  
**RECOMMENDATION:** The Following is Recommended;

a. Review the Transportation Impact Study Guidelines and SB743 Guidelines  

b. Adopt Resolution No. 2021-024 a Resolution of the City Council of the City of Citrus Heights, Adopting the Transportation Impact Study and SB743 Guidelines; finding that the Thresholds of Significance have been Promulgated Pursuant to the California Environmental Quality Act (CEQA) Guidelines 15064.7; and Determining the Adoption not a "Project" Pursuant to CEQA Guidelines Sections 15060(c)(3) and 15378

Planning Manager Kempenaar introduced John Gard, the City’s Consultant with Fehr & Peers who works with staff on updating transportation guidelines to be compliant with recently changed state laws.

John Gard presented the Senate Bill (SB) 743 Implementation Plan and Transportation Impact Study Guidelines created for the City of Citrus Heights. The intent of SB 743 is to encourage infill development by encouraging walking and biking in an effort to reduce greenhouse gas emissions and improve public health through active transportation. Gard outlined how SB 743 changes how California Environmental Quality Act (CEQA) measures transportation impacts. According to Gard, the City has chosen to follow the OPR Technical Advisory recommendation to establish a VMT significant threshold that is 15 percent below that of existing
development. Projects that are exempt from this requirement include small projects, projects near high-quality transit, affordable housing, redevelopment projects, or local-serving retail.

**ACTION:** On a motion by Council Member Bruins, seconded by Council Member Schaefer, the City Council, Adopted Resolution No. 2021-024, a Resolution of the City Council of the City of Citrus Heights, Adopting the Transportation Impact Study and SB743 Guidelines; finding that the Thresholds of Significance have been Promulgated Pursuant to the California Environmental Quality Act (CEQA) Guidelines 15064.7; and Determining the Adoption not a "Project" Pursuant to CEQA Guidelines Sections 15060(c)(3) and 15378

AYES: Bruins, Daniels, Schaefer, Middleton, Miller
NOES: None
ABSENT: None

**PUBLIC HEARING**

11. **SUBJECT:** CARES Act Amendment No. 3 to the 2020-2024 Consolidated Plan and 2020 Action Plan for Coronavirus (CDBG-CV 1&3) Funding

**STAFF REPORT:** C. McDuffee/ S. Cotter

**RECOMMENDATION:** The Following is Recommended;

a. Hold a public hearing on the proposed CARES Act Amendment No. 3 to the 2020-2024 Consolidated Plan and 2020 Action Plan for Coronavirus (CDBG-CV 1 & 3) Funding

b. Adopt Resolution No. 2021-025 Adopting the CARES Act Amendment No. 3 to the 2020-2024 CDBG Consolidated Plan and 2020 Action Plan (Exhibit A) and Authorizing the City Manager to Execute All Contracts Necessary to Carry Out the CARES Act Amendment No. 3 to the 2020-2024 Consolidated Plan and 2020 Action Plan for Coronavirus (CDBG-CV 1 & 3) Funding

Housing & Human Services Coordinator Cotter presented a report outlining the 2020 Community Development Block Grant (CDBG) Fund expenditures. The CARES Act, which was signed into law on March 27, 2020, made $5 billion available in CDBG funds for state and local governments. Citrus Heights received a total of $920,226 from two rounds of CDBG funding. Council approved CARES Act Amendments on May 28, 2020 and August 13, 2020. The current proposed CARES Act Amendment would re-allocated $91,672 from the Great Plates Program to the Supplemental Navigator Fund. In addition, $135,385 would be eligible to Community Services grantees and associated administrative costs in an effort to relieve the general fund.

Mayor Miller opened the public hearing at 8:49, hearing no speakers, he closed the public hearing.

**ACTION:** On a motion by Council Member Daniels, seconded by Vice Mayor Middleton, the City Council, Adopted Resolution No. 2021-025 a Resolution Adopting the CARES Act Amendment No. 3 to the 2020-2024 CDBG Consolidated Plan and 2020 Action Plan (Exhibit A) and Authorizing the City Manager to Execute All Contracts Necessary to Carry Out the CARES Act Amendment No. 3 to the 2020-2024 Consolidated Plan and 2020 Action Plan for Coronavirus (CDBG-CV 1 & 3) Funding

AYES: Bruins, Daniels, Schaefer, Middleton, Miller
NOES: None
ABSENT: None
DEPARTMENT REPORTS

Chief Lawrence acknowledged volunteers from the Police Department Volunteer Program in honor of National Volunteer Appreciation week April 18-24. The Citrus Heights Police Department has 40 volunteers and interns who volunteer in every department at the Police Department who donated approximately 5,000 hours. The City Hall and Community Center Volunteer Program has 17 volunteers who assist in a variety of ways. During the COVID-19 pandemic, many volunteers have remained at home.

CITY MANAGER ITEMS

None

ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS

None

ADJOURNMENT

Mayor Miller adjourned the regular meeting at 8:53 p.m.

Respectfully submitted,

Amy Van, City Clerk
DATE: May 13, 2021

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

FROM: Tammy Nossardi, Finance Manager

SUBJECT: Quarterly Treasurer’s Report

Summary and Recommendation

Staff recommends the City Council receive and file the Quarterly Treasurer’s Report for the quarter ending March 31, 2021.

Fiscal Impact

There is no fiscal impact associated with this action.

Background and Analysis

California Government Code Section 53646(b) states the “treasurer or chief fiscal officer may render a quarterly report to the chief executive officer, internal auditor, and the legislative body” within 30 days of the quarter’s end.

On March 31, 2021, the market value of the city’s cash and investments was $21,042,248 up from $13,966,752 at the quarter ended December 31, 2020. This report satisfies California Government Code Section 53646(b).

Attachments

1. Treasurer’s Report as of March 31, 2021
City of Citrus Heights

Report period March 1, 2021 – March 31, 2021

The Treasurer's investment portfolio is in compliance with the California Government Code Section 53601.
U.S. employers added 916,000 jobs in March; significantly beating expectations of 660,000 and nearly triple the original 379,000 reported in February. The unemployment rate dropped from 6.2 percent to 6.0 percent, in-line with expectations, reducing the number of unemployed from 9.972 million to 9.710 million, the lowest since March.

**Inflation**

The year-over-year non-seasonally adjusted headline CPI rose 1.68 percent in February, up from 1.40 the previous month. Energy costs played a key role in boosting the inflation index. Gasoline continued to rise 6.4 percent in February, accounting for over half of the seasonally adjusted increase. Electricity and natural gas also rose, up 3.9 percent over the month.

**Manufacturing and business sentiment**

The March Philadelphia Fed manufacturing index posted its highest reading since April 1973, expanding to 51.8 against expectations of a rise to 23.1. Nationwide, the Institute for Supply Management (ISM) manufacturing index rose to 64.7 in March, its highest level since 1983. Building backlog orders and low inventories coupled with strained supply chains have meant manufacturers and distributors are struggling to keep up with demand.

**Fed watch**

The Federal Reserve upgrades its 2021 GDP forecast to expand 6.5 percent (up from 4.2 projected in Dec) which is the fastest growth since 1984. It also sees the unemployment rate falling to 4.5 percent by the end of 2021 and to 3.5 percent by the end of 2023.

---

*LAIF apportionment rate.

Source: Bloomberg; rates as of market close 3/31/21
CITY OF CITRUS HEIGHTS  
SUMMARY OF INVESTMENTS  
INVESTMENT PORTFOLIO MARCH 31, 2021

<table>
<thead>
<tr>
<th>COST</th>
<th>FACE</th>
<th>MARKET</th>
<th>PERCENT</th>
<th>DAYS TO MATURITY</th>
<th>YIELD TO MATURITY</th>
<th>WEIGHTED YIELD</th>
</tr>
</thead>
<tbody>
<tr>
<td>STATE-LOCAL AGENCY INVESTMENT FUNDS</td>
<td>20,372,382.56</td>
<td>20,372,382.56</td>
<td>20,372,382.56</td>
<td>96.8%</td>
<td>1</td>
<td>0.440%</td>
</tr>
<tr>
<td>GENERAL ACCOUNT/US BANK</td>
<td>669,834.98</td>
<td>669,834.98</td>
<td>669,834.98</td>
<td>3.2%</td>
<td>1</td>
<td>0.000%</td>
</tr>
<tr>
<td>FEDERAL AGENCIES/TREASURIES/CD'S/SCHWAB</td>
<td>30.53</td>
<td>30.53</td>
<td>30.53</td>
<td>0.0%</td>
<td></td>
<td></td>
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<tr>
<td>GRAND TOTAL INVESTMENT PORTFOLIO</td>
<td>21,042,248.07</td>
<td>21,042,248.07</td>
<td>21,042,248.07</td>
<td>100%</td>
<td>1</td>
<td>0.434%</td>
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</table>

LOCAL AGENCY INVESTMENT FUND (LAIF) RATE OF RETURN 0.440%

CITY WEIGHTED AVERAGE RATE OF RETURN (including non-interest bearing checking) 0.426%

CITY EFFECTIVE RATE OF RETURN MARCH 2021 0.440%

CITY EFFECTIVE RATE OF RETURN FISCAL YEAR TO DATE 0.630%

CITY INTEREST EARNINGS FISCAL YEAR TO DATE 72,306.35

In accordance with California Government Code Section 53646 as amended, the following certification accompanies this report:

The Finance Director of the City of Citrus Heights hereby certifies that sufficient investment liquidity exists and anticipated revenues are available to meet the City's budgeted expenditure requirements for the next six months. In addition, it is hereby certified that investments in the City's portfolio comply with the requirements of the City of Citrus Height's adopted investment policy.

Respectfully submitted,

William Zenoni  
Interim Administrative Services Director
### LOCAL AGENCY INVESTMENT FUND

<table>
<thead>
<tr>
<th>SymPro Number</th>
<th>Cusip Number</th>
<th>Moody's Rating</th>
<th>S &amp; P Rating</th>
<th>Book Value</th>
<th>Face Value</th>
<th>Market Value</th>
<th>Rate</th>
<th>YTM</th>
<th>Purchase Date</th>
<th>Maturity Date</th>
<th>Maturity/Call Days</th>
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<tbody>
<tr>
<td>Local Agency Investment Fund</td>
<td>20,372,382.56</td>
<td>20,372,382.56</td>
<td>20,372,382.56</td>
<td>0.440%</td>
<td>0.440%</td>
<td>1</td>
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</tr>
<tr>
<td>TOTAL</td>
<td>20,372,382.56</td>
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</table>

### GENERAL ACCOUNT/US BANK

<table>
<thead>
<tr>
<th>SymPro</th>
<th>Cusip</th>
<th>Moody's Rating</th>
<th>S &amp; P Rating</th>
<th>Book Value</th>
<th>Face Value</th>
<th>Market Value</th>
<th>Rate</th>
<th>YTM</th>
<th>Purchase Date</th>
<th>Maturity Date</th>
<th>Maturity/Call Days</th>
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<tr>
<td>US Bank Corporate Checking</td>
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<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>669,834.98</td>
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<td>669,834.98</td>
<td>1</td>
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</table>

### CUSTODY ACCOUNT/SCHWAB

<table>
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<tr>
<th>SymPro</th>
<th>Cusip</th>
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<th>S &amp; P Rating</th>
<th>Book Value</th>
<th>Face Value</th>
<th>Market Value</th>
<th>Rate</th>
<th>YTM</th>
<th>Purchase Date</th>
<th>Maturity Date</th>
<th>Maturity/Call Days</th>
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<tbody>
<tr>
<td>Schwab Bank Sweep (FDIC)</td>
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<td>30.53</td>
<td>0.010%</td>
<td>0.010%</td>
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<td></td>
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<tr>
<td>TOTAL</td>
<td>30.53</td>
<td>30.53</td>
<td>30.53</td>
<td>1</td>
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</tr>
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</table>

### MEDIUM TERM NOTES/FEDERAL AGENCY/CERTIFICATES OF DEPOSIT/ TREASURY COUPON SECURITIES

TOTAL 0.00 0.00 0.00

TOTAL INVESTMENT PORTFOLIO 21,042,248.07 21,042,248.07 21,042,248.07
City of Citrus Heights
Portfolio Management
Portfolio Statistics and Performance
March 31, 2021

Portfolio Liquidity

<table>
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<th>Aging Interval</th>
<th>Par Value</th>
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<td>1 - 2 Years</td>
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<tr>
<td>2 - 3 Years</td>
<td>0</td>
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<tr>
<td>3 - 4 Years</td>
<td>0</td>
</tr>
<tr>
<td>4 - 5 Years</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>21,042,248</td>
</tr>
</tbody>
</table>

*To maturity (does not include call date)

Portfolio Composition

<table>
<thead>
<tr>
<th>Investment Type</th>
<th>Market Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managed Pools/Checking</td>
<td>21,042,248</td>
</tr>
<tr>
<td>Federal Agency Issues</td>
<td>0</td>
</tr>
<tr>
<td>U.S. Treasuries</td>
<td>0</td>
</tr>
<tr>
<td>Corporate Notes</td>
<td>0</td>
</tr>
<tr>
<td>Certificates of Deposit</td>
<td>0</td>
</tr>
</tbody>
</table>

Benchmark and Portfolio Yields

- Local Agency Investment Fund (LAIF) average monthly effective yield
- 2 Year US Treasury notes month-end yield
- Portfolio yield month-end effective rate of return

Run Date: 4/15/2021 10:56
**Disclosures:**

Advisory services offered through RCM Robinson Capital Management LLC, SEC Registered Investment Advisor. Securities offered through Securities America, Inc., Member FINRA/SIPC. Douglas C. Robinson, Registered Representative. RCM Robinson Capital Management LLC and Securities America, Inc. are separate entities.

Information contained herein is based on sources and data believed to be reliable but is not guaranteed. This is not an offer to buy or sell securities. This data is for informational purposes and is not intended to replace statements, confirms, or 1099 Forms distributed by the custodian(s) of your assets. Past performance does not guarantee future results. This report is a combination of multiple account registrations and/or positions from various product sponsors and entities and may include assets not held by Securities America. Values for “held away assets” have not been verified. These assets may not be covered by SIPC coverage. Securities America’s SIPC coverage extends only to assets held at our firm. For assets held away from Securities America, contact your financial representative at those entities with questions regarding their SIPC membership and coverage, and/or the accuracy of positions, share prices and share amounts.
DATE: May 13, 2021

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

FROM: Bill Zenoni, Interim Administrative Services Director
Tammy Nossardi, Finance Manager

SUBJECT: Designation of City Representatives for FEMA and Cal OES

Summary and Recommendation

When a major emergency or other disaster occurs, the Federal Emergency Management Agency (FEMA) in partnership with the California Office of Emergency Services (Cal OES) may declare an event or series of events as a disaster and be eligible for disaster relief funding. In order for a local agency to apply for and receive financial reimbursement for costs incurred as a result of a declared disaster, FEMA and Cal OES require that the local agency formally designate up to three positions to be the City’s representatives to FEMA and Cal OES.

Staff recommends the City Council adopt Resolution No. 2021-___, authorizing the designation of the Administrative Services Director, Community Development Director, and Chief of Police as the City’s representatives for FEMA and Cal OES.

Fiscal Impact

There is no fiscal impact as a result of this action. This action will allow the City to apply for federal assistance from FEMA and Cal OES under declared disasters.

Background and Analysis

It is required that the City have a current adopted designation of applicant's agent resolution on file with Cal OES in the event of any major emergency or disaster that occurs if the City wishes to apply for available financial assistance related to the declared event. The City Council, on June 11, 2020, adopted Resolution No. 2020-049 authorizing the designation of the Assistant City Manager, Community Development Director and Chief of Police as the City’s representatives for FEMA and Cal OES. The resolution presented for consideration replaces the former Assistant City Manager position with the Administrative Services Director position and continues the Community Development Director and Chief of Police as the City’s three representatives for funding representation with FEMA and Cal OES.
Attachment

1. Resolution authorizing the designation of the Administrative Services Director, Community Development Director, and Chief of Police positions as the City’s representatives for FEMA and Cal OES
RESOLUTION NO. 2021- ___


WHEREAS, the City applies for assistance from the Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (Cal OES) when major disasters occur; and

WHEREAS, FEMA administers Federal disaster assistance programs and Cal OES administers State disaster assistance programs; and

WHEREAS, designation of applicant’s agency representatives for funding representation is required to be approved and on file with Cal OES in order to apply for and receive financial assistance related to declared events; and

WHEREAS, during declared events, designation of agents shall be the Administrative Services Director, Community Development Director and Chief of Police positions.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights that the above recitals are true and correct; and

BE IT FURTHER RESOLVED AND ORDERED that the City Council hereby designates the Administrative Services Director, Community Development Director and Chief of Police as applicant agency representatives for FEMA and Cal OES.

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 13th day of May, 2021 by the following vote, to wit:

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

________________________________________
Steve Miller, Mayor

ATTEST:

________________________________________
Amy Van, City Clerk
DATE: May 13, 2021

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

FROM: Colleen McDuffee, Community Development Director
      Stephanie Cotter, Housing and Human Services Program Coordinator

SUBJECT: Award of Housing Repair Loan Program Administration Contract to Michael Baker International

Summary and Recommendation

Staff issued a Request for Proposals for administration of the city’s Housing Repair Loan Program, an activity funded with federal Community Development Block Grant (CDBG) funding. The city received one proposal from Michael Baker, International. After reviewing the submitted proposal, staff recommends the City Council:

1. Adopt Resolution No. 2021-___, authorizing the City Manager to Execute a Contract with Michael Baker International for Administration of the city’s Housing Repair Loan Program.

Fiscal Impact

This contract will not impact the city’s General Fund. Contract services will be paid from the city’s federal Community Development Block Grant (CDBG) Entitlement Fund (Fund 234) and the CDBG Revolving Loan Fund (Fund 235). The City Council considers allocating CDBG funding to the Housing Rehabilitation Program annually as part of the CDBG budgeting process. Loan repayments received by the city are also funneled into the existing program to generate new loans and grants.

Available CDBG Funding

<table>
<thead>
<tr>
<th>Use Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing Rehabilitation Loans/Grants</td>
<td>235,500</td>
</tr>
<tr>
<td>General Administration</td>
<td>23,500</td>
</tr>
<tr>
<td>Activity Delivery</td>
<td>91,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$350,000</strong></td>
</tr>
</tbody>
</table>
Background and Analysis

The city has operated a Housing Rehabilitation Program since 2000. The city’s program has primarily consisted of low-interest loans (up to $60,000) for essential home repairs, some layered with grants for accessibility improvements and lead abatement for low-income households. Loan repayments from previous loans funded with CDBG are funneled back into the city’s Housing Rehabilitation Program. In addition, the City Council occasionally allocates CDBG Entitlement funding to the Housing Rehabilitation Program as funding permits.

In addition to the city’s Housing Repair Loan Program, the city also has a Critical Repair Grant Program, which is intended to meet the needs of residents who only need a repair to one system and/or live in a mobile home. The city’s Housing Repair Loan Program is separate from the Critical Repair Grant Program and is intended to serve residents who own conventional homes and need more extensive repairs.

While city staff oversees the program, the city contracts with a consultant to perform applicant intake, income verification, underwriting, and construction oversight functions. The city most recently contracted with NeighborWorks Sacramento to administer the Housing Rehabilitation Loan Program. However, the city has also contracted with Mercy Housing and Michael Baker International in the past.

Evaluation of Submitted Proposal

On Friday, March 26, 2021, the city released a Request for Proposals (RFP) for Housing Repair Loan Program Administration. The city received one proposal from Michael Baker International. Following a thorough evaluation, staff recommends executing a contract with Michael Baker International for administration of the city’s Housing Repair Loan Program. If approved, the contract will be effective for one year, with the option to renew for a maximum of five years, as funding permits. The proposed budget is as follows:

<table>
<thead>
<tr>
<th>Use Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing Rehabilitation Loans/Grants</td>
<td>235,500</td>
</tr>
<tr>
<td>General Administration</td>
<td>23,500</td>
</tr>
<tr>
<td>Activity Delivery</td>
<td>91,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$350,000</strong></td>
</tr>
</tbody>
</table>

Attachments

1. Resolution No. 2021-____ Authorizing the City Manager to Execute a Contract with Michael Baker International for Administration of the City’s Housing Repair Loan Program
2. Draft Contract for Services with Michael Baker International
RESOLUTION NO. 2021-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA AUTHORIZING THE AWARD OF HOUSING REPAIR LOAN PROGRAM ADMINISTRATION CONTRACT TO MICHAEL BAKER INTERNATIONAL

WHEREAS, the city desires to operate a Housing Repair Loan Program, which provides loans and grants to low-income homeowners for essential home repairs;

WHEREAS, the City Council allocated $320,000 in Community Development Block Grant funding (Fund 234/235) to the city’s Housing Rehabilitation Program as part of the city’s 2019 Community Development Block Grant Action Plan;

WHEREAS, the City Council has approved the allocation of loan repayments to the Community Development Block Grant Revolving Loan Fund (Fund 235) as part of the 2019, 2020, and 2021 Community Development Block Grant Action Plans;

WHEREAS, the city uses a consultant to assist with administration of the program, including applicant intake, underwriting, and construction oversight program functions;

WHEREAS, the city issued a Request for Proposals (RFP) for administration of the city’s Housing Rehabilitation Program on Friday, March 26, 2021;

WHEREAS, the city received one proposal, from Michael Baker International; and

WHEREAS, after a thorough review of the submitted proposal, staff recommends executing a contract with Michael Baker, International for administration of the city’s Housing Repair Loan Program.

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

Authorizes the City Manager to execute a contract with Michael Baker International in an amount not-to-exceed $350,000 for administration of the city’s Housing Repair Loan Program.

BE IT FURTHER RESOLVED AND ORDERED that the contract with Michael Baker International will be for a term of one year with an option to renew for a maximum of five years.

PASSED AND ADOPTED by the City Council of the City of Citrus Heights the 13th day of May 2021, by the following roll call vote:

Ayes: Council Members:
Noes: Council Members:
Abstain: Council Members:
Absent: Council Members:

ATTEST:

________________________________________
Steve Miller, Mayor
CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF CITRUS HEIGHTS AND
MICHAEL BAKER, INTERNATIONAL
(Standard Agreement)

THIS Agreement (“Agreement”) for consulting services is made by and between the City of CITRUS HEIGHTS (“City”) and MICHAEL BAKER, INTERNATIONAL (“Consultant”) (together referred to as the “Parties”) as of May 14, 2021 (the “Effective Date”).

Section 1. 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 Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on May 14, 2022, or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

1.2 Standard of Performance. 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.

1.3 Assignment of Personnel. 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.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant’s obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed Three Hundred and Fifty Thousand Dollars $(350,000), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant’s estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant.
Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City’s option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant’s signature.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

2.3 **Final Payment.** Consultant shall submit its final invoice within 60 days of completing its services. Consultant’s failure to submit its final invoice within this 60 day period shall constitute Consultant’s waiver of any further billings to, or payments from, City.

2.4 **Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 **Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
2.6 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant’s bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 **Workers’ Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers’ Compensation Insurance and Employer’s Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers’ Compensation and Employer’s Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence and $4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant’s insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Consultant’s insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant’s insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a “separation of Insureds” or “severability” clause which treats each insured separately.

e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $1,000,000 per occurrence or claim covering the Consultant’s errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 **All Policies Requirements.**

4.4.1 **Submittal Requirements.** Consultant shall submit the following to City prior to beginning services:

a. Certificate of Liability Insurance in the amounts specified in this Agreement; and

b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

4.4.2 **Acceptability of Insurers.** All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 **Deductibles and Self-Insured Retentions.** Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than $100,000.

4.4.4 **Wasting Policies.** No policy required herein shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.
4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 **Excess Insurance.** If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. **INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.**

5.1 **General Requirement.** To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, “Indemnitees”) from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney’s fees, costs and fees of litigation, (collectively, “Liability”) of every nature arising out of or in connection with Consultant’s performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be been determined to apply.

5.2 **PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City
for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

7.3 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.4 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person’s race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable
federal, state, and local laws, policies, rules, and requirements related to equal
opportunity and nondiscrimination in employment, contracting, and the
provision of any services that are the subject of this Agreement, including but not
limited to the satisfaction of any positive obligations required of Consultant
thereby.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. Upon ten days’ prior written notice, City may cancel this
Agreement at any time and without cause upon such written notification to
Consultant. In the event of termination, Consultant shall be entitled to
compensation for services performed to the effective date of termination; City,
however, may condition payment of such compensation upon Consultant
delivering to City any or all documents, photographs, computer software, video
and audio tapes, and other materials provided to Consultant or prepared by or for
Consultant or the City in connection with this Agreement.

8.2 Amendments. The parties may amend this Agreement only by a writing signed
by the parties hereto.

8.3 Assignment and Subcontracting. City and Consultant recognize and agree
that this Agreement contemplates personal performance by Consultant and is
based upon a determination of Consultant’s unique personal competence,
experience, and specialized personal knowledge. Moreover, a substantial
inducement to City for entering into this Agreement was and is the professional
reputation and competence of Consultant. Consultant may not assign this
Agreement or any interest therein without the prior written approval of the City
Manager, or his or her designee. Consultant shall not subcontract any portion of
the performance contemplated and provided for herein, other than to the
subcontractors noted in the proposal, without prior written approval of the City
Manager, or his or her designee.

8.4 Survival. All obligations arising prior to the termination of this Agreement and
all provisions of this Agreement allocating liability between City and Consultant,
including but not limited to the provisions of Section 5, shall survive the
termination of this Agreement.

8.5 Options upon Breach by Consultant. If Consultant materially breaches any of
the terms of this Agreement, City’s remedies shall include, but not be limited to,
the following:

8.5.1 Immediately terminate the Agreement;
8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.5.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City’s failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City’s rights.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant’s permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

9.2 Consultant's Books and Records. Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the
examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys’ Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Sacramento County or in the United States District Court for the Eastern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq.

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

10.7 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
10.8 **Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant: Michael Baker International  
2729 Prospect Park Drive, Suite 220  
Rancho Cordova, CA 95670  
ATTN: Patrice Clemons, Project Director

City: City of Citrus Heights  
6360 Fountain Square Drive  
Citrus Heights, CA 95621  
ATTN: City Manager

10.9 **Professional Seal.** Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility.”

10.10 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistences between this Agreement, the Exhibits, and Consultant’s proposal, the Agreement shall control. To the extent there are any inconsistences between the Exhibits and the Consultant’s Proposal, the Exhibits shall control.

Exhibit A Scope of Services  
Exhibit B Compensation Schedule

10.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 **Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
10.13 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date.

**CITY OF CITRUS HEIGHTS**

Christopher W. Boyd, City Manager

**CONSULTANT**

Polly Boardman, Associate Vice President

Attest:

Amy Van, City Clerk

Approved as to Form:

Ryan R. Jones, City Attorney
CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT

By: ________________________________

Title: ________________________________
EXHIBIT A

SCOPE OF SERVICES
Program Approach

Housing Repair Loan Program

Task 1  General Program Administration

Reports and Maintaining Records

Michael Baker staff will ensure that the program is administered in accordance with applicable HUD and HCD regulations, as well as the Truth in Lending Act and fair housing laws. Staff will work with City staff in completing the Annual Grantee Performance Report and Section 3 Report to comply with CDBG and CalHome reporting requirements within the stipulated time frames. Staff will participate in one program review or audit. We will maintain comprehensive files for each loan-funded project, and submit the files to the City upon project completion. Staff will attend two program-related public meetings, hearings, or funder meetings with HUD or HCD, when requested.

Deliverables:

- Final Annual Grantee Performance Report
- Section 3 Report
- Participation in 1 program review/audit
- Attendance at 2 public meetings/hearings/funder meetings

Recruitment and Qualification of Contractors

To supplement the existing qualified list of contractors who have previously participated in the programs, Michael Baker will research and solicit the interest of five additional contractors. Solicitation will be done through informal outreach such as calls and emails. We will target recruitment of minority- and women-owned businesses and Section 3 firms. For those contractors that respond to the informal solicitation, Michael Baker will verify that all contractors are not included on the Federal Debarred List, that they are licensed and bonded through the Contractors State License Board, and that they meet any additional qualifications stipulated by the City. Qualified contractors will be included on the City’s roster of contractors qualified to receive program bid solicitations. Due to the market conditions, the solicitation may or may not result in the addition of up-to five new contractors.
Proposal for City of Citrus Heights

Deliverables:

- Updated qualified contractors list with new contractors

Program Guidelines

Michael Baker will manage the Housing Repair Loan Program in accordance with the policies and procedures in the City’s adopted program guidelines. Michael Baker will use the City’s existing loan processing procedures and guidelines for administration of this program and make minor adjustments as needed. Michael Baker has suggested some modifications in this proposal and if authorized by the City, will make such revisions. Additionally, if requested, Michael Baker will review and make minor updates to the guidelines bi-annually to reflect desired changes and to conform to any changes in applicable HUD or HCD regulatory requirements.

Deliverables:

- Bi-annual updated policies and guidelines

Monthly/Quarterly Updates

Michael Baker will provide the City with monthly/quarterly status updates on the program waitlist, applicants, and projects over the course of one year. We will advise on actions to be taken on any applicants with concerns.

Deliverables:

- 12 monthly status updates

Waiting List and Prescreening

The City has an existing waiting list for this program. Michael Baker will respond to all program inquiries from the City, homeowners, and other interested parties. We will log all contacts and provide the City with an updated waiting list. We will conduct prescreening prior to sending an application to the homeowner (see Attachment A), which is estimated to be about 18 pre-screenings per year.

Deliverables:

- On-going updates to the waiting list
- Maximum of 18 pre-screenings per year

Marketing (Optional)

Upon request, Michael Baker will initiate marketing and promotional efforts to compile a list of potential participants, while also working from any current waiting list. All marketing collateral will conform to fair housing and equal opportunity lending requirements and display the equal housing logo. If requested, Michael Baker will participate in informational community meetings with residents interested in the program.

Task 2 Applicant Intake and Eligibility

We will accept and review homeowner applications and provide technical assistance to applicants who need help completing applications or need referrals concerning credit problems or who may have general questions about the process.

Michael Baker will review applications for completeness and will request and compile information required to complete the application. Michael Baker will qualify applicants for participation in the program based on verification of the applicant’s annual income, ownership of the unit, and condition of the unit and desired improvements. To prioritize applications with the greatest health and safety needs, applications that have a minimum estimate of $35,000 in repairs for stick-built homes and minimum estimate of repairs of $20,000 for repairs of manufactured homes will be prioritized. Staff will determine property eligibility, securing real estate appraisal services when necessary (see Applicant Template, Attachment A). We estimate up to 10 applications will be reviewed and prioritized per year, based on the City’s estimated available $320,000 in funding. Of these 10, approximately 8 will be deemed eligible and complete, and of those
8 applications, 7 will likely result in completed projects, due to dropping out. Of the 7, 4 are estimated to be stick-built CDBG-funded; 3 are estimated to be mobile-home CalHome funded; and 5 may be accessibility grants. This estimate assumes that loans for stick-built homes will average $45,000 and manufactured homes will average $25,000 (these averages incorporate accessibility grants and lead/pest abatement).

Comprehensive project files will be established to ultimately contain all information relevant to each rehabilitation project.

Task 3 Loan/Grant Document Processing

After the applicant is determined eligible, Michael Baker staff will schedule an interview with the applicant to review loan and construction contract documents in detail prior to continuing (see Attachment A). The applicant will be given the opportunity to review documents and ask questions. We will work diligently with the homeowner so that they have the opportunity to understand all the provisions in the loan agreement and construction contract. If the applicant agrees to enter into a loan with the City, the applicant will then sign the Rehabilitation Loan Agreement and a Letter of Commitment to enter into remaining loan and construction agreements (see Attachment A). The Rehabilitation Loan Agreement will become effective upon signing the remaining loan and construction agreements, which contain the final loan amount and the scope of work. This proposed process will be vetted and can be adjusted per the City and City Attorney recommendations.

After the homeowner has selected a contractor and agreed to the scope of work, Michael Baker will prepare a loan package to be presented to City staff for review and approval. Upon approval, Michael Baker staff will prepare the remaining rehabilitation loan documents for execution by the homeowner and the contractor. Michael Baker will review all the provisions in the loan agreement and construction contract with both the homeowner and the contractor and answer questions. Michael Baker anticipates that the City will provide a notary for document signing and will review/sign applicable loan/grant documents. After the necessary documents are signed, a notice to proceed will be issued, allowing rehabilitation work to commence. We will also process the proper recording of all applicable loan/grant documents.

Task 4 Work Specification and Construction Management

Scope of Work

Michael Baker will consult with the homeowner and inspect the property to determine the needed repairs. Specialized reports may need to be ordered, such as a structural/pest inspection or lead-based paint or asbestos testing. If required, such reports will be prepared by outside specialists already under contract to the City or to be selected by Michael Baker.

Michael Baker will prepare detailed work specifications for all projects. The work specifications will include all labor and materials needed to complete the rehabilitation, as well as a line item cost estimate of the work to be performed. Michael Baker will review the scope of work with the homeowner and obtain homeowner approval of the work and cost estimate.

Michael Baker understands that compliance with environmental regulations is not included in this scope of work; however, if the City would like Michael Baker to conduct it, we have the expertise.

Bid Solicitation and Development

Once accepted by the homeowner, Michael Baker will use the scope of work as the bid specifications. We will provide bidders' instructions and a bid solicitation packet. The bid solicitation will be sent to all contractors on the qualified list. Michael Baker will conduct a “bid walk” at the home with all interested bidders to review the requested scope of work and respond to any clarifying questions. Bids must be submitted using the bid forms provided by Michael Baker.

Once bids are returned, we will assist the homeowner with reviewing the bids. Michael Baker staff will, when necessary, help the homeowner select a contractor who is able to responsibly complete the rehabilitation work and who provides a good value to the homeowner and to the City. Additionally, we will confirm that contractors are not debarred from performing federally funded work and are appropriately licensed and bonded prior to bidding, thereby avoiding unnecessary delays at this point in the process.
Considerations for COVID-19 Impact

Due to the COVID-19 pandemic and related safety concerns, Michael Baker may modify in-person bid walk-through or other in-person visits with methods such as photo, video, and phone. Michael Baker will provide homeowners and contractors with Covid-19 safety protocols and require that selected contractors have a Covid-19 safety plan created and agreed to by the City and homeowner.

Preconstruction

Michael Baker will develop all construction documents, including the scope of work, specifications, and construction contract. Prior to issuing the notice to proceed, we will conduct a preconstruction conference with the contractor and the homeowner. We will review all the provisions of the agreements and the construction process, including the roles and responsibilities of all parties, with both the contractor and the homeowner. We will require the contractor to obtain building permits and local approvals as necessary.

Inspection and Compliance

Michael Baker will monitor construction progress and be in regular contact with the homeowner and the contractor. We will require of contractor that work is completed consistent with the industry-wide standard of care and in accordance with the construction contract. Photographs of the completed project will be taken and maintained in the project file.

Payments and Project Completion

Michael Baker will review progress payment requests, and to reduce administrative costs, a maximum of two payments (e.g. one progress payment and one final payment with no retention held) will be processed per project. We will inspect the work claimed as complete and will verify that all lien waivers, warranty commitments, and homeowner approvals are provided by the Contractor to Michael Baker/homeowner prior to the release of payments. We will review all change order requests; however, in order to reduce the number of change requests, Michael Baker suggests modifying policies to have an incentive for completing projects without change orders and within a set period of time (i.e. monetary award if contractor completes projects with 45 days and without change orders) or to limit change orders only for health and safety related concerns. Michael Baker anticipates that once payments requests are provide to the City, that the City will release payment to Contractors within two weeks. This helps keep the program desirable by contractors.

Prior to final payment, Michael Baker will make a final inspection of the work to confirm completion. We will review whether all local conditions have been met, the building permit is closed, a notice of completion has been signed by homeowner and recorded, and there are no liens pending on the property. We will also assist homeowners in securing warranties from contractors for construction defects prior to issuance of final payment. If change orders were approved, then the loan/grant documents will be revised. Michael Baker anticipates no more than three change orders.

Upon completion of the above, Michael Baker will provide the City with a completed file with close-out documents and before/after photos of the project.

Dispute Resolution

Michael Baker understand that disputes occasionally arise between homeowner and contractor during the project period. As such, Michael Baker will work collaboratively with the City on dispute resolutions between the contractor and the homeowner that arise during the processing of the project. Moreover, we will work to prevent disputes by reviewing program requirements and expectations early and often. We will use the prebid and preconstruction conferences to communicate expectations and develop the contractor-homeowner relationship. Michael Baker staff will check in regularly on project progress to avert disputes. Disputes that arise after the closing of the project will be referred to the City for resolution.
EXHIBIT B

COMPENSATION SCHEDULE
<table>
<thead>
<tr>
<th>Description</th>
<th>Cost Range</th>
</tr>
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<tbody>
<tr>
<td><strong>1. Annual Program Administration</strong> – <strong>THESE COSTS ARE ADMINISTRATIVE</strong></td>
<td></td>
</tr>
<tr>
<td>1a. Qualified General Contractors List - $1000-$1700</td>
<td></td>
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<tr>
<td>1b. APR and Section 3 - $1750-$3000</td>
<td></td>
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<tr>
<td>1c. Audits - $1000-$2000</td>
<td></td>
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<tr>
<td>1d. Bi-Annual Program Guidelines Update - $1000-$2000</td>
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<tr>
<td>1e. Monthly Status Check-In - $5,500</td>
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<tr>
<td>1f. Maintaining Waitlist and Prescreening - $6100-$6800</td>
<td></td>
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<tr>
<td>1g. Marketing (Optional) - $2300</td>
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<tr>
<td><strong>Subtotal – ADMINISTRATIVE</strong></td>
<td><strong>$18,500 - $23,500</strong></td>
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<tr>
<td><strong>2. Applicant Intake and Eligibility</strong></td>
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<tr>
<td>2a. Application Review &amp; Eligibility Determination (12 months)</td>
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<tr>
<td><strong>Subtotal – ACTIVITY DELIVERY</strong></td>
<td><strong>$10,500 - $23,000</strong></td>
</tr>
<tr>
<td><strong>3. Loan/Grant Document Processing</strong></td>
<td></td>
</tr>
<tr>
<td>3a. Review Documents/Preliminary Signing of Documents/Commitment Letter - $3500-$5500</td>
<td></td>
</tr>
<tr>
<td>3b. Loan Package - $3500-$5500</td>
<td></td>
</tr>
<tr>
<td>3c. Prepare Final Loan Documents/Final Signing - $5000-$7250</td>
<td></td>
</tr>
<tr>
<td>3d. Recording - $3750</td>
<td></td>
</tr>
<tr>
<td>3e. Process Grants w/Existing Loan Projects (Estimated 5) - $3000</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal – ACTIVITY DELIVERY</strong></td>
<td><strong>$18,500-$25,000</strong></td>
</tr>
<tr>
<td><strong>4. Work Specifications and Construction Management</strong></td>
<td></td>
</tr>
<tr>
<td>4a. Contractor Solicitation and Oversee Bid Process - $6500</td>
<td></td>
</tr>
<tr>
<td>4b. Oversee Construction Process and Conduct Progress Inspections - $10000-$13750</td>
<td></td>
</tr>
<tr>
<td>4c. Obtain Required Clearance for Lead/Asbestos - $3750</td>
<td></td>
</tr>
<tr>
<td>4d. Track and Process Payments and Change Orders - $7250</td>
<td></td>
</tr>
<tr>
<td>4e. Manage Final Inspection and Loan Close-Out - $8750</td>
<td></td>
</tr>
<tr>
<td>4f. Provide Complete File with Close-Out Documents and Photos - $3000</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal – ACTIVITY DELIVERY</strong></td>
<td><strong>$39,500 - $43,000</strong></td>
</tr>
<tr>
<td><strong>TOTAL PROJECT COSTS</strong></td>
<td><strong>$87,000 - 114,500</strong></td>
</tr>
<tr>
<td><strong>Sub-TOTAL ADMINISTRATIVE</strong></td>
<td><strong>$18,500 - $23,500</strong></td>
</tr>
<tr>
<td><strong>Sub-TOTAL ACTIVITY DELIVERY (21%-28% of $320,000)</strong></td>
<td><strong>$68,500 - $91,000</strong></td>
</tr>
</tbody>
</table>
DATE: May 13, 2021

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

FROM: Mary Poole, Operations Manager

SUBJECT: Adoption of Resolution to Authorize the City of Citrus Heights to Apply for All Available Grants the City is Eligible for Offered by the Department of Resources Recycling and Recovery (CalRecycle)

Summary and Recommendation

The City Council adopted Resolution 2016-017 on March 10, 2016 to authorize the City of Citrus Heights to apply for and enter into agreements for all available grants offered through the Department of Resources Recycling and Recovery (CalRecycle) for the period of March 10, 2016, through March 9, 2021.

Staff recommends the City Council adopt Resolution No. 2021-___ authorizing the submittal of applications for all CalRecycle Grants for which the City of Citrus Heights is eligible.

Fiscal Impact

This action will have no impact on the FY 20-21 budget. Successful grant applications will result in positive fiscal impacts of varying amounts in future fiscal years.

Background and Analysis

The attached resolution provides authorization for a new five (5) year period for City applications for grant funding through the Department of Resources, Recycling and Recovery (CalRecycle) for which the City is eligible. The resolution further authorizes the General Services Director or his or her designee as well as the Operations Manager to execute grant agreements and requisite documents.
Attachment

1) Resolution No. 2021-___, a Resolution of the City Council of the City of Citrus Heights, California, authorizing the Submittal of Applications for All CalRecycle Grants for which the City of Citrus Heights is Eligible
RESOLUTION NO. 2021- ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF CITRUS HEIGHTS IS ELIGIBLE

WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California’s (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment;

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants;

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant’s governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants;

NOW, THEREFORE, BE IT RESOLVED that the City of Citrus Heights authorizes the submittal of application(s) to CalRecycle for all grants for which the City of Citrus Heights is eligible;

BE IT FURTHER RESOLVED that the General Services Director or his/her designee and the Operations Manager are hereby authorized and empowered to execute in the name of the City of Citrus Heights all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.

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

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 13th day of May 2021 by the following vote, to wit:

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

______________________________
Steve Miller, Mayor

ATTEST:
DATE: May 13, 2021

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

FROM: Leslie Blomquist, City Engineer

SUBJECT: Mariposa Avenue Safe Routes to School Phase 4 - ATPSB1L-5475(043) Award of Construction Contract

Summary and Recommendation

On April 22, 2021, the city opened bids for the Mariposa Avenue Safe Routes to School Phase 4 Project (Project). After evaluating the bids, staff has determined Martin General Engineering, Inc. (MGE) submitted the lowest responsive and responsible bid.

Staff recommends the City Council approve Resolution 2021-____, a Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to execute an agreement with Martin General Engineering, Inc. for the Mariposa Avenue Safe Routes to School Phase 4 Project.

Fiscal Impact

MGE’s bid for the project is $1,359,157.14. This bid is based upon estimated quantities, which may vary due to actual field conditions. Ultimately, the Contractor is paid for actual work completed based upon the unit price bid, which may require the approval of a change order. Change orders for amounts less than 15% of the total contract price shall require prior written approval of the City Manager. Change orders for amounts equal to or greater than 15% of the total contract price shall require prior written approval of the City Council.

This recommended action results in no impact to the current or Fiscal Year (FY) 2021/2022 budget, nor the 2021/2022 Capital Improvement Program (CIP). The full funding for the project is outlined in the tables below:
Table No 1. – Estimated Project Costs

<table>
<thead>
<tr>
<th>Project Component</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recommended Contract Award</td>
<td>1,359,157.14</td>
</tr>
<tr>
<td>15% Contingency</td>
<td>203,873.57</td>
</tr>
<tr>
<td>Construction Contract Sub Total</td>
<td>1,563,030.71</td>
</tr>
<tr>
<td>PG&amp;E Utility Agreement*</td>
<td>46,866.44</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td>$1,609,875.15</td>
</tr>
</tbody>
</table>

* A separate agreement has been executed with PG&E for the relocation of three gas laterals. Due to the specialty nature of working with gas lines, PG&E requires their own forces to perform this work.

Table No 2. – Project Funding

<table>
<thead>
<tr>
<th>Source Fund</th>
<th>Fund No.</th>
<th>FY 2019/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measure A Bike/Ped Safety</td>
<td>310</td>
<td>346,123.16</td>
</tr>
<tr>
<td>SACOG Active Transportation Program (ATP) Grant</td>
<td>390-739</td>
<td>1,263,751.99</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td></td>
<td>$1,609,875.15</td>
</tr>
</tbody>
</table>

Staff is currently in the process of selecting a consulting firm for Construction Engineering and Construction Management services. Recommendations and funding for this contract will be brought to council at an upcoming meeting for consideration. Any costs for construction engineering/management will be in additional to those listed in the tables above.

**Background and Analysis**

The Project is the final phase of 1.2 mile Safe Route to School project providing complete streets connections between Greenback Lane and Madison Avenue encompassing Skycrest Elementary, San Juan High School, and San Juan Park. This phase of the Project will complete the bicycle and pedestrian network between Northeast Circle and Madison Avenue including installation of the following items:

- sidewalk
- curb and gutter
- bike lanes
- street lighting
- upgrades to the traffic signal at Madison Avenue and Mariposa Avenue.

In November 2016, the city was selected to receive an Active Transportation Program (ATP) grant for the design, right-of-way, and construction of the Project. Design was completed in November 2020, and Caltrans authorized construction in December 2020.

The project was advertised on March 26, 2021, and construction bids were received and read aloud on April 22, 2021. A total of six bids were received and after a thorough analysis, staff has determined that MGE’s bid of $1,359,157.14 was the lowest responsive and responsible bid. The complete bid results are shown in the table below:
The final engineer’s estimate for the construction of this project was $1,575,000.

**Attachments**

1. Resolution 2021-____, a Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to execute an agreement with Martin General Engineer, Inc. for the Mariposa Avenue Safe Routes to School Phase 4 Project.
RESOLUTION NO. 2021-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MARTIN GENERAL ENGINEERING, INC. FOR THE MARIPOSA AVENUE SAFE ROUTES TO SCHOOL PHASE 4 PROJECT

WHEREAS, the City Council of the City of Citrus Heights, California, wishes to construct the Mariposa Avenue Safe Routes to School Phase 4 Project (Project);

WHEREAS, the Project will enhance safety for students traveling to school along Mariposa Avenue;

WHEREAS, bids for the project were received, opened and read aloud on April 22, 2021, and Martin General Engineering, Inc. was determined to be the lowest responsive, responsible bidder for the Project;

WHEREAS, Measure A (Fund 310), and State Active Transportation Program (ATP) grant funds have been budgeted for the Project.

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

1. The City Council awards the Mariposa Avenue Safe Routes to School Phase 4 Project to Martin General Engineering, Inc., who has been identified as the lowest responsive and responsible bidder in the April 22, 2021 bid opening.

2. The City Manager is hereby authorized to execute an agreement with Martin General Engineering, Inc. in the amount of $1,359,157.14 for the Mariposa Avenue Safe Routes to School Phase 4 Project, and that a copy of the Agreement is available and on file in the City Clerk’s office and is incorporated herein by reference and made a part of this Resolution.

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

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 13th day of May, 2021, by the following vote, to wit:

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

____________________________________
Steve Miller, Mayor

ATTEST:
Amy Van, City Clerk
DATE: May 13, 2021
TO: Mayor and City Council Members
    Christopher W. Boyd, City Manager
FROM: Mary Poole, Operations Manager
SUBJECT: Mariposa Safe Routes to School, Phase 4 PN 20-18-001
        Award of Construction Management, Inspection and Materials Testing
        Services Agreement

Summary and Recommendation

On March 5, 2021, staff issued a Request for Proposals (RFP) seeking qualified firms to provide
Construction Management, Inspection and Materials Testing Services for the Mariposa Avenue Safe
Routes to School, Phase 4 Project (Project). A total of seven (7) proposals were received on April 1,
2021. After completing an evaluation process consistent with Caltrans Local Assistance Procedures
Manual (LAPM), Coastland Engineering was selected as the most qualified consultant team.

Staff recommends the City Council adopt Resolution No. 2021-____ A Resolution of the City Council
of the City of Citrus Heights, California, authorizing the City Manager to execute a professional services
agreement with Coastland Civil Engineering, Inc. to provide construction management, inspection and
materials testing services for the Mariposa Avenue Safe Routes to School, Phase 4 Project.

Fiscal Impact

Approval of this agreement represents no additional fiscal impact to the approved Fiscal Year (FY) 20/21
budget. Funding for project construction, construction management, and inspection and materials testing
services is 2022-2026 Capital Improvement Program.

The contract with Coastland Civil Engineering, Inc. is for an amount not to exceed $241,340.00 and will
be funded from the budgeted sources as follows:

<table>
<thead>
<tr>
<th>Source Fund</th>
<th>Fund No.</th>
<th>FY 2021/2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measure A Bike/Ped Safety</td>
<td>311</td>
<td>30,626</td>
</tr>
<tr>
<td>SACOG Active Transportation Program (ATP) Grant</td>
<td>390-739</td>
<td>210,714</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td>$241,340</td>
</tr>
</tbody>
</table>
• Costs do not include construction costs. The construction contract is included in a separate staff report prepared for the May 13, 2021 City Council meeting.

**Background and Analysis**

The Project is the final phase of 1.2 mile Safe Route to School project providing complete streets connections between Greenback Lane and Madison Avenue encompassing Skycrest Elementary, San Juan High School, and San Juan Park. This phase of the Project will complete the bicycle and pedestrian network between Northeast Circle and Madison Avenue including installation of the following items:

- sidewalk
- curb and gutter
- bike lanes
- street lighting
- upgrades to the traffic signal at Madison Avenue and Mariposa Avenue.

In November 2016, the city was selected to receive an Active Transportation Program (ATP) grant for the design, right-of-way, and construction of the Project. Design was completed in November 2020, and Caltrans authorized construction in December 2020. A professional services agreement is needed to provide for the for Construction Management, Inspection and Materials Testing services that are necessary during the construction phase.

On March 5, 2021, staff issued a Request for Proposals (RFP) seeking qualified firms to provide Construction Management, Inspection and Materials Testing Services for the Mariposa Avenue Safe Routes to School, Phase 4 Project (Project). A total of seven (7) proposals were received on April 1, 2021.

The City’s Selection Team utilized a process consistent with Caltrans Local Assistance Procedures Manual (LAPM), Chapter 10, which governs consultant selection. A two-part screening process was utilized to evaluate the proposals. All seven proposals were first reviewed independently and ranked by each team member using the same written criteria that was set forth in the RFP. After the initial review, the team members convened a virtual meeting to discuss their results and weigh the pros and cons of the top ranking consultant teams.

The firms with the three highest scoring firms were each invited to an interview to further evaluate the overall qualifications of their team. Through this evaluation process, Coastland Civil Engineering, Inc. was determined to be the most qualified consultant to provide the desired services for the Project. Staff opened the budget proposal and completed negotiations to agree upon the final scope of work and budget.

**Attachments**

1) Resolution No. 2021-____ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Professional Services Agreement with
Coastland Civil Engineering, Inc., to Provide Construction Management, Inspection and Materials Testing Services for the Mariposa Avenue Safe Routes to School, Phase 4 Project.

(2) Sample Agreement and Scope of Work for the Mariposa Avenue Safe Routes to School, Phase 4 Project.
RESOLUTION NO. 2018-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH COASTLAND CIVIL ENGINEERING, INC. TO PROVIDE CONSTRUCTION MANAGEMENT, INSPECTION AND MATERIAL TESTING SERVICES FOR THE MARIPOSA AVENUE SAFE ROUTES TO SCHOOL PHASE 4 PROJECT

WHEREAS, the City Council of the City of Citrus Heights, California, wishes to construct the Mariposa Avenue Safe Routes to School Phase 4 Project (Project);

WHEREAS, the Project will enhance safety for students traveling to school along Mariposa Avenue;

WHEREAS, design of the Mariposa Avenue Safe Routes to School Phase 4 project is complete and Caltrans issued an Authorization to Construct in December 2020;

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

WHEREAS, the City now desires to enter into a Professional Services Contract with Coastland Civil Engineering, Inc. in an amount not to exceed $241,340.00.

WHEREAS, the proposed professional services will be paid for with Sacramento Area Council of Governments (SACOG) Active Transportation Program (ATP) grant funds and Measure A Bicycle/Pedestrian funds.

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 Coastland Civil Engineering, Inc., to provide construction management, inspection and materials testing services for the Mariposa Avenue Safe Routes to School Phase 4 Project, in a form approved by the City Attorney.

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

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 13th day of May, 2021 by the following vote, to wit:

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

____________________________
Steve Miller, Mayor

ATTEST:

____________________________
Amy Van, City Clerk
Task 1 – Construction Management Plan
Coastland will prepare a Construction Management Plan (CMP) for the City’s review within two weeks of contract award. The CMP will describe all team members responsibilities and anticipated level of effort. Coastland’s goal is to ensure that construction and contract administration is performed in compliance with City requirements and standards and constructed in accordance with the project plans and specifications. To accomplish this goal, Resident Engineer, Travis Williams along with the Assistant Resident Engineer, Andrew Kellen will manage the day-to-day construction activities with the contractor.

Travis will be accessible to the City at all times. Travis will be responsible for coordination and oversight of all construction management activities. He will review all documents provided to the contractor as well as all documents provided to the City. Andrew will assist Travis in preparation of required documents and will coordinate daily with the contractor and inspector.

Coastland’s Construction Management Plan will include the following tasks:

- a. Project Organization
- b. Meetings
- c. Communications Management
- d. Preparation of Management Reports
- e. Clarifications and Contract Interpretations of Specifications
- f. Submittals/Shop Drawings
- g. Design Modifications
- h. Change Orders
- i. Schedule Management
- j. Claims Management and Resolution
- k. Testing and Testing Documentation
- l. Progress Pay Estimate Preparation
- m. Inspection and Inspection Reporting
- n. Defective Work Correction
- o. Record Drawings
- p. Complaint & Community Relations Procedures
- q. Safety
- r. Photo/Video Documentation
- s. Certified Payroll Review
- t. Special Inspections
- u. Other Tasks

Deliverables:
- ✓ Three copies of final Construction Management Plan due prior to the pre-bid conference

Staff Assigned:
- Travis Williams, PE – Resident Engineer
- Andrew Kellen – Assistant Resident Engineer
- Luke Miller – Inspector

Schedule: Coastland will submit the Construction Management Plan for the City to review prior to the Pre-bid Conference.

Task 2 – Administration
Coastland will provide construction administration of the project in accordance with all requirements stated in the RFP Section II, as listed below and further described in individual tasks 3-16.

- Comply with CAL-OSHA regulations regarding safety equipment and procedures, and safety instructions issued by the State. Coastland will utilize the Caltrans Construction Manual process
for ensuring that the contractor has a safety plan and adheres to the plan. Adherence to the Contractor-generated site-specific safety plan will be one of Coastland’s top priorities to ensure the Contractor is complying with the plan.

- Provide administrative, management and related services as required to coordinate the work of the contractor, to complete the project in accordance with contract documents, State regulations and with the City’s objectives for cost, time and quality. Coastland will provide weekly status reports and working days statement to the City. Weekly status reports will include a summary of work that is currently being performed, behind schedule, unresolved deficiencies and defective work, outstanding change orders and status of any claims.

- Coastland will work with Bennett Engineering (Design Engineer) and the City to identify necessary or desirable changes in the contractor's scope of work, review and evaluate the contractor's request for changes, assist in negotiating the contractor's proposal, submit recommendations to the City supported by field data, and if they are accepted, prepare change orders for signature and the City's authorization.

- Coastland will maintain strict cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.

- Coastland will develop and implement procedures for the review and processing of applications by the contractor for progress payments and final payments. Coastland will make written recommendations to the City for contractor payments.

- Coastland will consult with Bennett Engineering and the City if the contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in the resolution of questions, which may arise.

- Coastland will provide a staffing schedule each month for the following month. This schedule will be subject to the City’s approval and will describe where the project stands with regards to percent complete financially, working days remaining and anticipated construction management efforts. With this schedule all parties can determine if the level of effort is appropriate, and all City expectations are being exceeded.

- Coastland will manage any utility work to be performed by utility agencies (work not part of the contractor's responsibilities); specifically, PG&E, AT&T, Citrus Heights Water District, Sacramento Area Sewer District and any others impacted by the project.

**Deliverables:**
- Weekly Status Reports
- Required permits
- Cost Control Program
- Cost Accounting Records
- Progress Payment Recommendations
- Draft and Final Change Orders
- Staffing schedules
- Other reports as required

**Staff Assigned:**
- Travis Williams, PE – Resident Engineer
- Andrew Kellen – Assistant Resident Engineer

**Schedule:** Duration of project.
Task 3 – Pre-Bid Contract Document Review

The Coastland team believes that a thorough Constructability Review prior to bidding results in a lower cost project with fewer change orders. Having provided construction management services on a multitude of Bennett Engineering designs, Coastland has a strong working relationship with the Bennett Engineering team. Coastland will walk the site to identify any conflicts that are not shown on the plans and provide a redline copy for the City and Bennett Engineering to review. A preliminary Constructability Review has been performed and redline drawings can be found in the next section of this proposal.

In addition to the field review, Coastland will perform an electronic take off of all major bid items. By performing this take off, Coastland will confirm bid quantities and ensure all items of work are covered by the bid schedule. After verifying the bid schedule, Coastland will use recent project experience and knowledge of the area to produce an engineer’s estimate of costs.

Coastland has reviewed the provided 90% contract plans and specifications, the geotechnical report, and the mitigation monitoring and reporting program information. After assisting the City with the development of the final plans and specifications, Coastland’s team will individually review all project documents including the Resident Engineer files to ensure our team understands all project details and requirements.

Utilizing Microsoft Project, Coastland will prepare a project schedule showing all milestones required from execution of the contract through final project closeout. This schedule will include activities such as utility relocations, ordering long lead material, required public outreach items and other key milestones.

**Deliverables:**
- Quality Assurance review memorandum, comment matrix and markups
- Schedule of CM activities and project milestones

**Staff Assigned:**
- Travis Williams, PE – Resident Engineer
- Andrew Kellen – Assistant Resident Engineer

**Schedule:** Coastland will begin work on this task upon execution of the contract and will provide an initial Constructability Review within two weeks. Coastland will continue to work with the City on constructability items throughout the bidding process.

Task 4 – Documentation of Pre-Construction Conditions

In order to thoroughly document condition of the site prior to construction, Coastland will perform two visits to document conditions. The first visit will be prior to utility relocations where we will focus on the areas near the required utility work. Coastland will take detailed photos which will include time, date and location and a brief description of the subject site. All photos will be uploaded to C-MIS and made available to the City. The second site visit will take place prior to contractor mobilization. Detailed photographs will be taken of the entire project site and surrounding areas. As with all project photographs, time, date and location will be embedded in the image. By having detailed pre-construction condition photographs, any damage identified during construction can be verified and disputes avoided. Due to the large number of images to be generated, all files will be organized by location and provided to the City electronically.

While project photographs provide good details, they often fail to capture the overall condition of the site. Coastland will drive the project from beginning to end every week during construction, recording field conditions. These videos have been instrumental on previous projects where accidents or claims have been filed against the project.

**Deliverables:**
- Copies of all documentation, including photographs, notes, and video

**Staff Assigned:**
- Luke Miller - Inspector
Schedule: As described above, pre-construction photographs will be provided prior to utility relocations and again prior to start of construction.

Task 5 – Documentation & Record Keeping
Coastland utilizes a modified Caltrans filing system for all projects regardless of funding sources. For this project, all files will be maintained up to date at the provided office location in accordance with Caltrans requirements. Additionally, all submittals, inspection reports, change orders, RFI’s, project photographs and weekly statement of working days will be tracked through C-MIS allowing immediate access both in the field and the office.

To clearly capture the as-built conditions, our inspector will maintain a full-size paper copy with redlines of any changes to the planned improvements. Additionally, these will be reviewed weekly against the office copy to ensure field information is being communicated to the project team and change orders are clearly understood by the field staff.

As the saying goes, “A picture is worth a thousand words.” Coastland has found this to be true on all construction projects. Our inspectors are required to take multiple pictures every hour during construction in addition to their detailed narrative and workforce tracking. These photographs are all uploaded into C-MIS as attachments to daily inspection reports. An example photograph from a current project is shown to the right. Note the image includes location, bearing, time, date, job name and activity.

Deliverables:
✓ Documents required by this section

Staff Assigned
Travis Williams, PE – Resident Engineer
Andrew Kellen – Assistant Resident Engineer
Luke Miller – Inspector

Schedule: Project files will be set up within two weeks of contract execution. Office files will be moved to the provided space as soon as onsite management is required.

Task 6 – Meetings
Coastland will host a project review meeting with the City at which time we will discuss the project objectives, concerns and clarifications, the communication plan and upcoming work activities. We will work to foster honest, open communication at this meeting between the Coastland team, the City, Bennett Engineering, and other stakeholders. Follow-up meetings will be held as needed during project set up and the bidding process.

Immediately following the award of the construction contract Coastland will be responsible for preparing a pre-construction meeting agenda, inviting all appropriate stakeholders and team members, and hosting the meeting. During this meeting we will establish lines of communication and decision-making roles with all project stakeholders. We will also discuss safety requirements, responsibilities of the project team members, working hours, quality control procedures, environmental requirements, project access and property boundaries/easements, submittal requirements, project schedule, change order and potential claim procedures. Coastland will prepare and distribute meeting minutes to all parties.

During construction, Coastland will host weekly coordination and progress meetings to focus on completed and upcoming work, any construction delays, schedule updates, proposed changes, change orders, Contractor’s questions, public relations, safety and other concerns that are identified by a project team member. City staff will be invited to this meeting but an additional brief meeting with the City is encouraged to discuss overall project goals and status updates.
**Deliverables:**
- Project Review Meeting with the City and Design Engineer
- Pre-construction meeting with the City and all applicable parties related to the project
- Weekly meetings with the City and all applicable parties related to the project
- Any meetings necessary to immediately resolve project issues related to scope, cost, or schedule
- Meeting minutes

**Staff Assigned**
Travis Williams, PE – Resident Engineer

**Schedule:** As described above.

**Task 7 – Schedule Review**
Coastland will review the contractor’s construction schedule for accuracy and reasonableness, and will verify that it meets the project schedule, order of work, and contract requirements. Progress schedules will be reviewed weekly to ensure the contractor is meeting the critical dates. If they fail to meet critical dates, it will immediately be brought to their attention and remedies to get back on schedule will be accomplished. Schedule updates may be required once a month or more. Coastland will assist in the recommendation of any time extensions for the contractor due to change orders, weather, or other delays.

**Deliverable:**
- Weekly Schedule Review Documentation

**Staff Assigned:**
Travis Williams, PE - Resident Engineer
Andrew Kellen - Assistant Resident Engineer

**Schedule:** Baseline schedule required prior to first working day, monthly updates required with progress payment request, 3 week look ahead required weekly during construction.

**Task 8 – Cost Control & Monthly Progress Payments**
In accordance with Caltrans requirements and City procedures, Coastland will continually review the construction progress and perform field measurements and quantity calculations. Each month Coastland will provide backup calculations for all work items completed and accepted to provide progress payment recommendations to the City. Coastland will review the contractor's progress pay estimate request and schedule of values to assess if they are reasonable and will compare this to the field measurements and quantity calculations. We will continually monitor project costs and keep the City informed regularly.

**Deliverable:**
- Cost control tracking documentation

**Staff Assigned:**
Travis Williams, PE - Resident Engineer
Andrew Kellen - Assistant Resident Engineer
Luke Miller - Inspector

**Schedule:** Duration of project.

**Task 9 – Contract Modifications & Extra Work, Contract Change Orders, Claims**
During construction, the Coastland team will develop and coordinate all RFI's, change orders and responses to Notice of Potential Claim (NOPC’s). RFI's will be coordinated with the design team as appropriate, and responses provided to the contractor. Change orders will be evaluated for both merit, time required, and costs will be verified through an independent evaluation. A change order with attached memorandum will be prepared for City review and if approved, will be incorporated into the project documents. If a NOPC is submitted, immediate action will be taken beginning with a meeting with the project team and the City. Status of all RFI's, change orders or other outstanding items will be added to the weekly meeting agenda and discussed until resolved.
Deliverables:
- Contract Modification & Extra Work Documentation
- Draft CCO’s with Recommendation Memorandum
- Final CCO’s

Staff Assigned:
Travis Williams, PE - Resident Engineer
Andrew Kellen - Assistant Resident Engineer

Schedule: Duration of project.

Task 10 – Submittals & Clarifications
Within two weeks of contract award, Coastland will prepare a submittal register that lists all required submittals and their anticipated reviewer. All submittals and RFI’s will be tracked through C-MIS. The contractor will be responsible for uploading all submittals in a format acceptable to the City. C-MIS will act as a submittal log, available to all parties anytime. Additionally, required and pending submittals will be discussed with the contractor at the weekly meetings. If City / design engineer review is required, Coastland will request early submittal by the contractor with sufficient time allowed for a thorough review.

Deliverables:
- Submittal and RFI logs
- Documentation for clarification and interpretation of the project plans and specifications

Staff Assigned:
Travis Williams, PE - Resident Engineer
Andrew Kellen - Assistant Resident Engineer

Schedule: Duration of project.

Task 11 – Field Inspection & Quality Assurance
As the boots on the ground, Coastland’s inspectors are critical to the project’s success. Coastland will provide the appropriate number of Inspectors to oversee the contractor’s operations. A brief list of inspector responsibilities is shown below:

- Preparation of daily reports that include work completed, contractor labor and equipment utilized, conversations with the contractor, City or project team, and weather conditions.
- Our inspector will maintain daily documentation, resolve issues by proposing field changes to the RE for review and try to avoid any delays.
- Our inspector will review the contractor’s approved traffic control plan to make certain that emergency access is maintained at all times during construction and CAMUTCD standards are followed.
- The inspector shall monitor water pollution control and ensure that control measures are implemented in a timely and effective manner.
- The inspector shall monitor site access and contractors’ operations on a daily basis for possible impacts to public.
- Assist in reviewing contractor’s updated progress schedules for accurate representation of completed activities and reasonableness of projected progress.
- Coordinate materials testing with Geocon for quality control of backfill, compaction, concrete, and paving and other improvements.
- Ensure that the work stays within the boundaries on the plans and that the work area is neat, natural drainage patterns are maintained, and swales are protected.
- If hazardous materials are encountered during construction, Inspector will coordinate the handling and/or disposal of hazardous materials with the contractor, specialty contractors, disposal sites, and City staff.
- Provide City staff with sufficient advance notice for any construction activities which may affect or require City resources. Advance notice requirements may vary and shall be made according to contract specifications for each project.

- Public relations - When applicable, the inspector will act as the primary contact for the public during construction and engage Travis when warranted. Coastland’s inspector will meet with property and business owners to keep them informed of anticipated construction activities which may affect them. Inspector will address complaints by meeting with members of the public in a timely manner and follow up with contractor to resolve any complaints. The inspector will maintain a log of complaints which includes the date of the complaint, name of complainant, address, type of complaint, date the contractor was notified, and date complaint was resolved and/or action taken. Information regarding complaints will be included in the weekly report.

- Coordinate and conduct final inspection and assist with preparation of as-built plans.

**Deliverables:**
- Daily Inspection Reports
- Weekly Reports
- Monthly Complaint Log

**Staff Assigned:**
- Travis Williams, PE - Resident Engineer
- Andrew Kellen- Assistant Resident Engineer
- Luke Miller - Inspector

**Schedule:** Duration of project. Inspection reports will be uploaded daily and available to City review at all times.

**Task 12 – Testing**
Geocon’s services will be provided on an as-needed basis as requested by the Coastland team. All materials testing services will be performed by Caltrans-certified testers in accordance with the City’s QAP. Geocon’s services will include, but not be limited to:

**Materials Testing Plan – QAP Compliance / Constructability Review**
- Review the City’s QAP, project plans, and specifications
- Provide QAP revision/amendment recommendations based on project-specific details.
- Prepare a project-specific Materials Testing Plan detailing the required tests grouped by material with reference to the amended QAP and specifications
- Prepare a Materials Testing Log detailing the tests performed, indicating pass or fail, and resolution/follow-up testing, if necessary
- The Materials Testing Log will be updated on a periodic basis throughout the duration of construction
- Assist Coastland with constructability review.

**Geotechnical / Materials Testing**
- Attend a pre-construction meeting, as requested
- Obtain material samples and perform laboratory compliance testing per the City’s QAP
- Observe soil nail drilling, installation, and grouting
- Observe soil nail performance and proof testing (by contractor)
- Observe soldier pile drilling and installation
- Observe culvert and retaining wall foundation excavations
- Perform testing during concrete placements: measure slump, temperature, ball penetration, air content, and unit weight of freshly mixed concrete; cast, transport, cure and test concrete cylinders per QAP
Perform compaction testing of structure backfill, subgrade, embankment fill, utility trench backfills, roadway subgrade, aggregate base (AB), and HMA pavement

**Geotechnical Consultation, Project Management, Coordination, Dispatch**
- Provide on-going geotechnical engineering consultation in the field throughout the duration of the project
- Coordination and dispatch of materials testing technicians
- QA review field and laboratory testing reports
- Provide ongoing geotechnical and materials testing engineering consultation
- Review/Respond to contractor RFI’s as needed
- Review contractor and supplier submittals, as needed
- Prepare and submit required final reports

**Exclusions**
- Preparation of a Source Inspection Quality Management Plan (SIQMP)
- HMA Job Mix Formula (JMF) verification testing. We assume the contractor will submit a current and valid JMF
- Compliance laboratory testing for liquid asphalt binder (accept based on submittal/certificate of compliance)

\[ Deliverables: \]
- Copies of all testing results

**Staff Assigned (Geocon):**
- Jeremy Zorne, PE, GE, Project Manager / Principal Engineer
- Richard Church, PE, QSP, Project Engineer / Materials Technician
- Robert Dail, Field Supervisor / Materials Technician
- Mark Repking, PG, Materials / Laboratory Manager

**Schedule:** Duration of project.

**Task 13 – Review of Certified Payroll – Labor Compliance and Equal Opportunity (EEO) Compliance**
The City of Citrus Heights Mariposa Avenue SRTS Phase 4 Project is funded through local, state and federal funds. Therefore, the State of California Public Works requirements will also apply in tandem with the Federal Davis-Bacon requirements. With that being said, our approach will be to adhere to the requirements set forth in the Caltrans Standard Specifications, the project Special Provisions and the Caltrans Construction Manual in order to attack both sets of requirements head on and provide a comprehensive review of all labor compliance related documentation to ensure strict compliance with the requirements.

Proposed scope for this effort:
- Prepare labor compliance materials for pre-bid/pre-construction meetings and participate in pre-job conference with contractors and subcontractors - discussing the Labor Compliance provisions of the contract.
- Receive by US Mail, track and confirm contractors’ certified payroll records through our in-house tracking program. Including verification that certified payroll has been submitted to the State per the requirements of Labor Code Section 1771.4 (a) (3).
- Review contractors’ payment of applicable prevailing wage rates and fringe benefits, along with other state requirements to ensure compliance with the State and Federal reporting requirements.
- Track and verify apprentice workers ratios and registration in approved State of California and U.S. Department of Labor Apprenticeship Programs.
- Monitor construction site for prevailing wage rates and worker classifications through site visits and worker interviews. Also, ensure state and federal jobsite postings are current and workers have
access to postings and project wage determinations. Compare site visit data and certified payroll data for inconsistencies.

- Maintain payroll files. Provide Monthly report, noting active contractors participating onsite, contractors who have completed onsite and those who are delinquent.
- Notify contractor and subcontractors of any missing or deficient labor compliance documentation as applicable.
- Provide labor compliance training to the City, contractor and subcontractors throughout the duration of the project.
- Follow-up and report on delinquent payrolls and wage underpayments
- Investigate missing and deficient documentation or violations as they pertain to state requirements. Prepare audit identifying violations and recommended restitution amounts owed to affected worker(s).
- Assist the City in preparation of any required reports to the respective state or federal agency for the purpose of labor compliance.
- Fulfill Public Records Act (PRA) requests for assurance of redaction policies when requested by the City.
- Assist the City in preparation of formal complaints to be sent to Department of Industrial Relations, Division of Labor Standards Enforcement (DIR/DLSE) and or the Department of Labor (DOL), if necessary. Includes recommendations to the City for Withholding of Contract Payments for noncompliance, as necessary
- Update Labor Compliance Forms as needed
- Provide all necessary reports pertaining to labor compliance monitoring to state and federal departments and other regulatory authorities, as needed.
- Meet with grantor agency and other government representatives regarding labor compliance issues and responding to compliance issues, as needed.
- Respond to audit requests on behalf of the City, as needed

**Task 14 – Final Completion & Acceptance**
Coastland will verify completion of punch list items, prepare recommendations for final acceptance of the project, review as-builts for accuracy and completeness and prepare and recommend final payment. At the completion of the project, we will provide the City with all contract files and records (hard & electronic files). Additionally, Coastland would be happy to assist the City with any or all required funding documents including the final reimbursement request and post construction audit with Caltrans DLAE.

**Deliverables:**
- Notice of Substantial Completion
- Punch Lists
- Proposed Final Pay Estimate

**Staff Assigned:**
Travis Williams, PE - Resident Engineer

**Schedule:** Upon completion of project.

**Task 15 – Other Tasks**

a. **Traffic Control/Erosion Control Measures**
Coastland will review all traffic control plans for conformance with the currently adopted CAMUTCD. Our Inspector will review traffic control and erosion control measures as often as necessary to assure activities meet with the approved plans and submittals.

**Task 16 - Optional Tasks**

a. **Inspect Landscape & Other Improvements**
Any damage identified will be documented and tracked until the contractor repairs the damage to pre-project conditions or to plans and specifications.
b. **Contractor Repair of Damage**
   Coastland will document and track any damage identified during construction and will confirm the contractor repairs the damage to pre-project conditions or to plans and specifications.

c. **Errors & Omissions**
   Coastland will notify the City of any errors or omissions that are found on the plans or specifications during construction within one working day after such errors are discovered.

d. **Visible Emission Evaluations**
   Coastland will perform routine evaluations of project-related off-road and heavy duty on-road equipment emissions for compliance by personnel ART certified to perform Visible Emission Evaluations.

e. **Monitoring of Contractor’s Utility Coordination**
   Coastland will monitor contractor’s coordination with various utility companies.

f. **CAL OSHA Construction Safety Orders**
   Coastland will take appropriate action to ensure correction of observed safety violations under the requirements of the CAL OSHA Construction Safety Orders.

**Deliverable:**
- Documentation of Activities per CMP

**Staff Assigned**
- Travis Williams, PE – Resident Engineer
- Andrew Kellen – Assistant Resident Engineer
- Luke Miller – Inspector
- Jaimie Silveira - Labor Compliance

**Schedule:** Duration of project.

**Task 17 – Project Close Out**
Following completion of the work, Coastland will attend the post-construction meeting. The meeting will help document all requirements necessary for final closeout and payment and confirm all contract obligations have been met. Recommendations for improvement will be made and incorporated into future projects. The results of the meeting will be summarized in meeting minutes.

**Deliverables:**
- All records, maps and plans maintained during construction
- All shop drawings, submittals, and manufacturer’s literature maintained during construction
- Annotated project progress photographs and videotapes taken of construction project.
- Record drawings of field changes
- Original inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondences and other documents of construction
- Red-line record drawings

**Staff Assigned:**
- Travis Williams, PE – Resident Engineer
- Andrew Kellen – Assistant Resident Engineer
- Luke Miller – Inspector

**Schedule:** Within 30 days of project completion.
Coastland is committed to delivering the Mariposa Project on time. Our multi-faceted approach includes:

- During our constructability review, we will confirm that the 90 working day allowance is appropriate and provide our concurrence or recommendation prior to bidding.
- We will require an approvable baseline schedule be submitted prior to work commencing and require monthly updates to ensure the project is progressing as planned.
  - This schedule will have activities for submittals, utility relocations, long-lead item procurement and cure times which are often overlooked.
- Coastland will work with the contractor and issue the appropriate letters if the work appears to be falling behind schedule. A Weekly Statement of Working Days will be provided at all weekly meetings to ensure there are no disputes on how many working days are remaining.

With this straight-forward approach, we have successfully delivered projects on budget and schedule and strongly believe Mariposa Phase 4 will be another successful project for the City of Citrus Heights.
EXHIBIT 10-R

Consulting Services Agreement between the
City of Citrus Heights and CONSULTANT

Construction Management and Inspection Services for
Mariposa Ave Safe Routes to School – Phase 4

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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:
CONSULTANT
Incorporated in the State of California

The Project Manager for the “CONSULTANT” will be PROJECT MANAGER

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

The Contract Administrator for LOCAL AGENCY will be CITY CONTRACT ADMINISTRATOR

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 PROPOSAL DATE. 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 to the attention of the Project Manager. The report should be sufficiently detailed for the LOCAL AGENCY’s Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT’s Project Manager shall meet with LOCAL AGENCY’s Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

A. CONSULTANT Services

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

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

ARTICLE IV PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on DATE, 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, which may include a vote by the City Council.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT’S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY’s approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph “I” of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT’s agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $AMOUNT. 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: CITY STAFF CONTRACT ADMINISTRATOR
6360 Fountain Square Drive, Citrus Heights CA 95621

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $AMOUNT.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days’ written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT, based on the work performed up to the point of termination. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part
200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT’s Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. 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 LOCAL AGENCY’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 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 or NO 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

(Include this article in all AGREEMENTs with federal funding. If NO federal funds will be expended on the AGREEMENT; delete this article and re-number the subsequent articles.)

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 NUMBER% 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. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant’s bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.
a. **Workers’ Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers’ Compensation Insurance and Employer’s Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers’ Compensation and Employer’s Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

b. **Commercial General and Automobile Liability Insurance.**

   i. **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence and $4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

   ii. **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

   iii. **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

      1. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

      2. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant’s insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

      3. For any claims related to this Agreement or the work hereunder, the Consultant’s insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant’s insurance and non-contributing.

      4. The policy shall cover inter-insured suits and include a “separation of Insureds” or “severability” clause which treats each insured separately.

      5. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

c. **Professional Liability Insurance.**
i. **General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $2,000,000 per occurrence or claim covering the Consultant’s errors and omissions.

ii. **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

   1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
   2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
   3. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
   4. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

d. **All Policies Requirements.**

   i. **Submittal Requirements.** Consultant shall submit the following to City prior to beginning services:

      1. Certificate of Liability Insurance in the amounts specified in this Agreement; and
      2. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

   ii. **Acceptability of Insurers.** All insurance required by this Agreement is to be placed with insurers with a Bests’ rating of no less than A:VII.

   iii. **Deductibles and Self-Insured Retentions.** Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than $100,000.

   iv. **Wasting Policies.** No policy required herein shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

   v. **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.
vi. **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

vii. **Excess Insurance.** If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

e. **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

**ARTICLE XX FUNDING REQUIREMENTS**

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

**ARTICLE XXI CHANGE IN TERMS**

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY’s Contract Administrator.

C. There shall be no change in CONSULTANT’s Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY’s Contract Administrator.
ARTICLE XXII CONTINGENT FEE

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

ARTICLE XXIII DISPUTES

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

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY’s Contract Administrator and 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:

CONSULTANT FIRM

NAME, Project Manager

ADDRESS

CITY, STATE, ZIP

LOCAL AGENCY:

CITY OF CITRUS HEIGHTS

CITY SENIOR STAFF NAME, 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

CONSULTANT FIRM NAME

Christopher W. Boyd, City Manager

NAME, President

Date: ____________________________

Date: ____________________________

Attachments

1. Cost Proposal
2. Scope of Work
DATE: May 13, 2021

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

FROM: Regina M. Cave, Operations Manager

SUBJECT: Five-Year Capital Improvement Program for Fiscal Years 2021/2022-2025/2026

Summary and Recommendation

In conjunction with the city’s budget process, the General Services Department is responsible for updating the city’s Five-Year Capital Improvement Program (CIP). Projects incorporated into the CIP include programs, master plans and design preparation, new construction projects, and planned improvements of existing facilities. The CIP provides structure by prioritizing and planning of both forecasted and secured funding to ensure sufficient resources for project and program delivery. As required by law, the City’s Planning Commission has reviewed and found that the FY 2021/2022-2025/2026 CIP is consistent with the General Plan, meeting numerous General Plan Goals and Policies via project implementation.

Staff recommends the City Council adopt Resolution No. 2021-___ A Resolution of the City Council of the City of Citrus Heights, California, Approving the Five-Year Capital Improvement Program for Fiscal Years 2021/2022-2025/2026.

Fiscal Impact

This action will have no impact on the current budget, nor the recently approved two-year budget for Fiscal Years 2021/2022 and 2022/2023. All funds identified in the first two years of the CIP were incorporated into the approved budget. Funds identified in the CIP for subsequent years will require Council approval in future budget cycles.

Background and Analysis

The CIP provides a comprehensive view of the city’s major capital improvement needs. It serves as a planning tool and financing strategy to ensure adequate funds and resources are appropriately programmed. As such, the demand for capital projects and improvements far exceed the amount of funds available, and therefore projects are prioritized based on the City
Council’s strategic goals and direction. Many of the projects contained in the CIP are funded through a variety of non-General Fund sources, and therefore have conditions and restrictions on eligibility and timeliness of use. Additionally, many of the projects and programs incorporated into the CIP reflect input from the community through a variety of means such as solicited public outreach as well as resident-generated requests for services. A variety of the CIP projects are also geared at addressing multiple state and federal regulations, such as the Americans with Disabilities Act, Storm Water Quality, and Manual for Uniform Traffic Control Devices.

**Attachments**

1. Resolution No. 2021-___ A Resolution of the City Council of the City of Citrus Heights, California, Approving the Five-Year Capital Improvement Program for Fiscal Years 2021/2022-2025/2026.

**Exhibit**

1. Five-Year Capital Improvement Program Fiscal Years 2021/2022-2025-2026
RESOLUTION NO. 2021- ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, APPROVING THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2021/2022-2025/2026

WHEREAS, the City is charged with maintaining the public rights of way within the boundaries of Citrus Heights;

WHEREAS, as required by law in conjunction with administering of a General Plan, the City must maintain and regularly update a Capital Improvement Program (CIP);

WHEREAS, to adequately plan for resources and expenditures, the General Services Department incorporates all major construction and maintenance projects into the CIP;

WHEREAS, the City’s Planning Commission has reviewed and found the CIP to be consistent with the City’s General Plan, meeting numerous General Plan Goals and Policies via project implementation;

WHEREAS, all projects contained within the CIP with expenditures programmed in the first two years must incorporate those funding sources and amounts into the City’s budget; and

WHEREAS, the City Council has approved the budget for Fiscal Years 2021/2022 and 2022/2023, and therefore has approved the expenditures for the respective projects and programs included in the CIP.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights, that the Five Year Capital Improvement Program for Fiscal Years 2021/2022-2025/2026 is hereby approved, and that a copy of the document shall be maintained in the City Clerk’s Office for public view.

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 13th day of May 2021 by the following vote, to wit:

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

__________________________________________________________
Steve Miller, Mayor

ATTEST:

__________________________________________________________
Amy Van, City Clerk

Printed on Recycled Paper
City Council
Steve Miller, Mayor
Porsche Middleton, Vice Mayor
Jeannie Bruins, Council Member
Bret Daniels, Council Member
Tim Schaefer, Council Member

City Manager
Christopher W. Boyd

City Attorney
Ryan R. Jones

Department Directors
Ron Lawrence, Chief of Police
William Zenoni, Interim Administrative Services Director
Colleen McDuffee, Community Development Director

CIP Development Staff
Leslie Blomquist, City Engineer
Regina Cave, Operations Manager
Dirk Medema, Associate Civil Engineer
Mary Poole, Operations Manager
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MESSAGE FROM THE CITY MANAGER
May 7, 2021

Honorable Mayor and Members of the City Council:

Attached hereto entails the City’s Five-Year Capital Improvement Program (CIP) for FY’s 2021/2022-2025/2026. The CIP is based on the City’s two-year budget, which programs secured revenues for multi-year projects and programs. This CIP reflects strategic planning and mindful coordination to ensure maximum leveraging power of our City’s local funds to support our community’s priorities.

The CIP covers a five-year planning horizon, and is updated each year to reflect on-going changes. The document, prepared by City staff, is approved by the Planning Commission, and then submitted to the City Council for final adoption, along with the City’s annual budget. The Five-Year Plan does not appropriate funds, but rather functions as a budgeting and planning tool, supporting the actual appropriations made through adoption of the budget.

With regard to the CIP’s annual development, our guiding principles for prioritization are:

- Pursuing programs and services that directly benefit residents;
- Supporting projects that have direct benefit to neighborhoods;
- Sustaining economic development and the attraction and retention of businesses;
- Increasing the City’s capacity to provide services to residents;
- Aligning with the City’s General Plan;
- Reflecting the Council’s overall strategic goals;
- Leveraging external funding sources; and
- Reinforcing the City's financial policies.

This year’s CIP contains ongoing capital projects and programs, like the Auburn Boulevard Complete Streets Phase II (from Rusch Park to the North City Limits), Mariposa Avenue Safe Routes to School Phase IV, our Pavement Restoration and Rehabilitation Program, and Bonita/Garry Oak/Twin Oaks Storm Drain Improvements. The CIP also includes several new monumental projects that will bring much needed improvements to our corridors, such as the Complete Streets plans for Greenback Lane, San Juan Avenue, and Old Auburn Road. These projects are the result of ongoing engagement and collaboration between staff, residents, businesses, and funding partners with a goal to deliver the best possible results for our community.
I look forward to our continued work with the City Council on identifying and implementing new goals for reinvesting in our community, helping to solidify Citrus Heights as a City where both families and businesses can establish roots.

Respectfully Submitted,

Christopher W. Boyd
City Manager
SUMMARIES
## 5-Year Estimated Funding

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### 2-Year Budget Summary by Funding Source

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<th>Total</th>
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<td><strong>Total</strong></td>
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<td><strong>14,239,586</strong></td>
<td><strong>28,232,357</strong></td>
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</tbody>
</table>
PROJECTS
PROJECT CATEGORY:
- Infrastructure Design/Construction/Reconstruction
- Program/Master Plan Development

PROJECT LOCATION: Citywide

Project Description:
The ATMS was placed into operation in 2009 with a goal of overall transportation improvements for vehicles, pedestrians and bicycles along the Greenback & Sunrise corridors. Since then, the City has expanded the system to include segments of the Antelope and Auburn corridors. The desire is to achieve complete synchronization capability of the 58 city-maintained signalized intersections. This requires upgrading operations of traffic signals to include updated hardware (controllers, cabinets, fiber equipment) capable of operating on ATMS. Achieving synchronization will help increase safety for all users with a goal to achieve signal coordination with surrounding jurisdictions.

Project Justification:
- Address legal mandate
- Preserve Existing Assets
- Enhance Public Safety
- Provide incentive for Economic Redevelopment
- Priority Improvement for Designated Funding
- Project identified in approved Master Plan

Project Status:
Ongoing program
Project Funding:
This ongoing program is funded with Measure A Traffic Safety funds at $50,000 per fiscal year.

5-Year Projected Revenue and Expenditure Plan

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>2021/2022</th>
<th>2022/2023</th>
<th>2023/2024</th>
<th>2024/2025</th>
<th>2025/2026</th>
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</thead>
<tbody>
<tr>
<td>Measure A Traffic Safety (310)</td>
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<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>2021/2022</th>
<th>2022/2023</th>
<th>2023/2024</th>
<th>2024/2025</th>
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</table>
AMSELL COURT STORM DRAIN IMPROVEMENTS

PROJECT CATEGORY:
☒ Infrastructure Design/Construction/Reconstruction
☐ Program/Master Plan Development

PROJECT LOCATION: Amsell Court

Project Description:
This project is part of Problem Location No. 9 in the Neighborhood Areas 8, 9 and 10 Drainage Master Plan. Problem Location No. 9 also includes Blayden Court. The work was separated to facilitate project delivery time lines for the Blayden Court portion in conjunction with the Arcade-Cripple Creek Trail Project. The storm drains in both locations were designed to outlet across private property without adequate overland release for larger storms. This project will replace the existing pipes with larger pipes capable of conveying extreme storm events with reduced impacts to private property.

Project Justification:
☐ Address legal mandate
☐ City Council Strategic Goal
☒ Preserve Existing Assets
☒ Enhance Public Safety
☐ Provide incentive for Economic Redevelopment
☒ Priority Improvement for Designated Funding
☒ Project identified in approved Master Plan

Project Status:
Project scheduled for construct in FY 2023/2024.
**Project Funding:**

This project will be funded with Stormwater Utility Funds.

### 5-Year Projected Revenue and Expenditure Plan

<table>
<thead>
<tr>
<th></th>
<th>2021/2022</th>
<th>2022/2023</th>
<th>2023/2024</th>
<th>2024/2025</th>
<th>2025/2026</th>
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</thead>
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<tr>
<td><strong>REVENUES</strong></td>
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<tr>
<td>Stormwater Utility (209)</td>
<td>400,000</td>
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<tr>
<td><strong>EXPENDITURES</strong></td>
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<td></td>
<td></td>
<td></td>
<td>400,000</td>
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</table>
ANNUAL ADA ACCESSIBILITY AND DRAINAGE IMPROVEMENTS

PROJECT CATEGORY:
☒ Infrastructure Design/Construction/Reconstruction
☐ Program/Master Plan Development

PROJECT LOCATION: Citywide

Project Description:

Federal and State regulations, such as the Americans with Disabilities Act (ADA) and Title 24, establish a mandate that all facilities open to the public are equally accessible. Many public facilities used for access to residences and businesses throughout the City were constructed prior to implementation of ADA and Title 24 requirements. In addition to addressing specific ADA related requests, the City actively makes investments that will improve overall walkability in neighborhoods throughout the City. This annual program focuses on reconstructing deficient curb access ramps and relocates storm drain inlets in conflict with ramp locations.

Project Justification:
☒ Address legal mandate
☒ City Council Strategic Goal
☐ Preserve Existing Assets
☒ Enhance Public Safety
☐ Provide incentive for Economic Redevelopment
☒ Priority Improvement for Designated Funding
☐ Project identified in approved Master Plan

Project Status:
Project will advertise for construction Fall of 2021 with construction scheduled for Spring 2022.
**Project Funding:**

This project is supported by Community Development Block Grant (CDBG) funds, and Stormwater Utility funds. Total budgeted for FY 2021/2022 is $568,000; total for FY 2022/2023 is estimated at $568,000 contingent upon CDBG allocation approval.

**5-Year Projected Revenue and Expenditure Plan**

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<td>EXPENDITURES</td>
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</table>
ANTEROPE ROAD / I-80 SAFETY IMPROVEMENTS

PROJECT CATEGORY:
- ☑ Infrastructure Design/Construction/Reconstruction
- ☐ Program/Master Plan Development

PROJECT LOCATION: Antelope Road / Interstate 80 Bridge

Project Description:
The existing Antelope Crossing of I80 is not conducive for bicycles and pedestrians. Cyclists and pedestrians must use a non-signalized crosswalk where cars are entering the freeway. In 2016, the City completed a feasibility study to evaluate the corridor and area surrounding the interchange to better understand existing, circulation and traffic patterns, and determine what types of improvements can be done to enhance the safety for all users.

Project Justification:
- ☐ Address legal mandate
- ☑ City Council Strategic Goal
- ☑ Preserve Existing Assets
- ☑ Enhance Public Safety
- ☑ Provide incentive for Economic Redevelopment
- ☑ Priority Improvement for Designated Funding
- ☐ Project identified in approved Master Plan

Project Status:
Future plan to initiate Project Study Report – Project Development Support (PSR/PDS) with Cal Trans.
Project Funding:

This project is supported with a capital allocation from the Sacramento Transportation Authority. The overall project is estimated at nearly $16m and will require grant funding for project delivery. The STA capital allocation will allow the City to the PSR/PDS with Cal Trans to obtain concurrence of improvements to the joint facility. From there, the City will seek grant funds for environmental, right of way, design and construction.

5-Year Projected Revenue and Expenditure Plan

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>2021/2022</th>
<th>2022/2023</th>
<th>2023/2024</th>
<th>2024/2025</th>
<th>2025/2026</th>
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<td>EXPENDITURES</td>
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<td>300,000</td>
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</table>
ARCADE-CRIPPLE CREEK TRAIL PROJECT

PROJECT CATEGORY:
☒ Infrastructure Design/Construction/Reconstruction
☐ Program/Master Plan Development

PROJECT LOCATION: Areas 8, 9 and 10

Project Description:
In 2014, Council adopted the Creek Corridor Trail Project and directed staff to update the General Plan, Pedestrian Master Plan, and Bikeway Master Plan to incorporate Priority 1 (Highest Priority) projects into these documents. In 2016, staff applied for and received Regional ATP funding for the Preliminary Design and Environmental documentation of the project. In 2017, the city applied for and received ATP SB1 Augmentation funding for the Final Design and Construction of the project. The Arcade-Cripple Creek Trail is a 2.9 mile multi-use trail between Sunrise Blvd and Wachtel Way following an existing SMUD corridor, connecting seven parks, several schools, and the Sunrise Marketplace. This trail was previously known as the Electric Greenway, and in 2020 was formally named the Arcade-Cripple Creek Trail.

Project Justification:
☐ Address legal mandate
☒ City Council Strategic Goal
☐ Preserve Existing Assets
☒ Enhance Public Safety
☐ Provide incentive for Economic Redevelopment
☒ Priority Improvement for Designated Funding
☒ Project identified in approved Master Plan

Project Status:
Project will continue public engagement and begin construction in FY 2021/2022. Construction is scheduled to be completed in 2022/2023.
**Project Funding:**

This project is funded by an Active Transportation Program grant, utilizing federal and state grant funds. Matching funds are derived from Measure A Bike/Ped Safety, City Staff time in-lieu and contributions by Sunrise Recreation and Park District (SRPD).

**5-Year Projected Revenue and Expenditure Plan**

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>2021/2022</th>
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| EXPENDITURES                      | 1,784,500 | 4,160,391 |           |           |           |
AUBURN BOULEVARD COMPLETE STREETS REVITALIZATION PHASE 2

PROJECT CATEGORY:
☒ Infrastructure Design/Construction/Reconstruction
☐ Plan/Master Plan Development

PROJECT LOCATION: Auburn Boulevard – Rusch Park to North City Limits

Project Description:

An important commercial corridor requiring priority attention from the City is the two-mile-long Auburn Boulevard corridor located in the north-central portion of the City. This project will continue the City’s Boulevard Plan by increasing accessibility, and walkability, improving the overall aesthetics to help increase overall economic value and investment for the businesses and community. The City is preparing for final design and has secured partial funding for construction. Final design will provide options for phasing.

Project Justification:
☒ Address legal mandate
☒ City Council Strategic Goal
☐ Preserve Existing Assets
☒ Enhance Public Safety
☒ Provide incentive for Economic Redevelopment
☒ Priority Improvement for Designated Funding
☒ Project identified in approved Master Plan

Project Status:
Final design efforts are in progress for 2021/2022; construction expected to commence 2022/2023.
**Project Funding:**

Final design will be funded through an existing SACOG Regional/Local Program Grant, with local match derived from the Roadway Impact Fee fund and Stormwater Utility Fee fund. This project has also obtained full funding for construction secured through multiple SACOG grants, a Cal Trans Placer Gateway Grant, as well as local match derived from our Stormwater Utility funds, STA Smart Growth Program funds, the City’s Capital Improvement Loan, Measure A Bike/Ped Safety and Traffic Safety funds, and SMUD participation, pending final estimates. The overall project funding needed for construction is approximately $23m.

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**5-Year Projected Revenue and Expenditure Plan**

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>2021/2022</th>
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</table>

Fund numbers TBD for: SACOG Grant 2018, SACOG Grant ATP, SACOG Grant 2021, STA Smart Growth, and Placer-Gateway SGGP.
PROJECT CATEGORY:
☒ Infrastructure Design/Construction/Reconstruction
☐ Program/Master Plan Development

PROJECT LOCATION: Blayden Court

Project Description:
This project is part of Problem Location No. 9 in the Neighborhood Areas 8, 9 and 10 Drainage Master Plan. Problem Location No. 9 also includes Amsell Court, but the work was separated to facilitate project delivery time lines to coordinate with the Electric Greenway/Arcade-Cripple Creek Trail Project. The storm drains were designed to outlet across private property without adequate overland release. This project will consider options for conveying stormwater runoff via pipes, open ditches, an infiltration basin and related features in park property as well as public right of way, as well as replacing the existing pipe with a larger pipe.

Project Justification:
☐ Address legal mandate
☐ City Council Strategic Goal
☒ Preserve Existing Assets
☒ Enhance Public Safety
☐ Provide incentive for Economic Redevelopment
☒ Priority Improvement for Designated Funding
☒ Project identified in approved Master Plan

Project Status:
Project scheduled for begin construct in FY 2021/2022 and finish in FY 2022/2023.
Project Funding:

This project will be funded with Stormwater Utility Funds.

5-Year Projected Revenue and Expenditure Plan

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>2021/2022</th>
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<tr>
<td>Stormwater Utility (209)</td>
<td>600,000</td>
<td>600,000</td>
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</table>

| EXPENDITURES                  | 600,000   | 600,000   |           |           |           |
PROJECT CATEGORY:
☒ Infrastructure Design/Construction/Reconstruction
☐ Program/Master Plan Development

PROJECT LOCATION: Bonita Way, Garry Oak Drive, and Twin Oaks Avenue

Project Description:
The majority of this project, Bonita Way, is identified as Problem Location No. 11 in the Neighborhood Areas 8, 9 and 10 Storm Drain Master Plan (SDMP). The Bonita Way portion of the project will install new storm pipe from Dow Avenue along Bonita with an outlet on Old Auburn just before Mariposa Creek. It will provide proper conveyance of stormwater runoff and help reduce localized street flooding.

The Garry Oak portion of the project will replace a single length of undersized storm drain that has historically caused flooding events for a residential property.

The Twin Oaks portion of the project is at the northwest corner of Sunrise Boulevard and Twin Oaks Avenue. It includes curb, gutter, sidewalk, storm drain inlet, and culvert rehabilitation that finishes improvements for which the City of Citrus Heights previously received in lieu development funding.

Project Justification:
☐ Address legal mandate  ☐ Provide incentive for Economic Redevelopment
☐ City Council Strategic Goal  ☒ Priority Improvement for Designated Funding
☐ Preserve Existing Assets  ☒ Project identified in approved Master Plan
☒ Enhance Public Safety

Project Status:
Project scheduled to begin construction in FY 2020/2021 and finish in FY 2021/2022.
**Project Funding:**

This project will be funded with Stormwater Utility Funds.

## 5-Year Projected Revenue and Expenditure Plan

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<th>2021/2022</th>
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<td>Stormwater Utility (209)</td>
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<td>1,600,000</td>
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</tbody>
</table>
CHULA VISTA STORM DRAIN IMPROVEMENTS

PROJECT CATEGORY:
- ☒ Infrastructure Design/Construction/Reconstruction
- ☐ Program/Master Plan Development

PROJECT LOCATION: Chula Vista Drive

Project Description:
This project is identified as Problem Location No. 5 in the Neighborhood Areas 8, 9 and 10 Drainage Master Plan. This project proposes to replace an undersized 12-inch storm drain across private property with a 24-inch pipe in the street, and an existing 15-inch outfall pipe with a two 24-inch pipes or one 30-inch pipe to increase capacity and adequately convey stormwater to San Juan Creek.

Project Justification:
- ☐ Address legal mandate
- ☐ City Council Strategic Goal
- ☒ Preserve Existing Assets
- ☒ Enhance Public Safety
- ☐ Provide incentive for Economic Redevelopment
- ☒ Priority Improvement for Designated Funding
- ☒ Project identified in approved Master Plan

Project Status:
Project scheduled for construction in FY 2023/24
**Project Funding:**

This project will be funded with Stormwater Utility Funds.

### 5-Year Projected Revenue and Expenditure Plan

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>2021/2022</th>
<th>2022/2023</th>
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</table>

| EXPENDITURES              |           |           | 800,000   |           |           |
GREENBACK LANE COMPLETE STREETS IMPROVEMENTS

PROJECT CATEGORY:
☒ Infrastructure Design/Construction/Reconstruction
☐ Program/Master Plan Development

PROJECT LOCATION: Greenback Lane from Sunrise Boulevard to Fair Oaks Boulevard

Project Description:
The 2021 Greenback Lane Complete Streets Improvements Project will rehabilitate this major arterial corridor between Sunrise Boulevard and Fair Oaks Boulevard with the goal to enhance pedestrian and bicycle mobility, improve traffic flow and improve the ridability and aesthetics of the corridor. The project includes roadway resurfacing, median reconstruction, installation of signal communication infrastructure, street lighting, ADA compliant curb ramps and a signal modification at Greenback & Fair Oaks.

Project Justification:
☒ Address legal mandate
☒ City Council Strategic Goal
☐ Preserve Existing Assets
☒ Enhance Public Safety
☐ Provide incentive for Economic Redevelopment
☒ Priority Improvement for Designated Funding
☐ Project identified in approved Master Plan

Project Status:
Construction is expected to commence Fall 2021.
**Project Funding:**

This project is funded in part through a Measure A Capital allocation with additional contributing funds to come from Stormwater Utility, Measure A Traffic Safety, Gas Tax, SB1, Transit, and Roadway Impact Fee funds.

**5-Year Projected Revenue and Expenditure Plan**

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>2021/2022</th>
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<td>Transit Impact (266)</td>
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</table>

**EXPENDITURES**

1,700,000
PROJECT CATEGORY:
☒ Infrastructure Design/Construction/Reconstruction
☐ Program/Master Plan Development

PROJECT LOCATION: Mariposa Avenue between Skycrest Elementary and Madison Avenue

Project Description:
Mariposa Avenue between Greenback Lane and Madison Avenue is identified as a priority Safe Routes to School project. The Phase 4 project will continue the larger vision by completing the pedestrian/bicycle infrastructure on the east and west sides of Mariposa Avenue between Skycrest Elementary and Madison Ave. Improvements include new sidewalk, curb/gutter, and ADA ramps, safety lighting, street resurfacing, and pavement striping including bike lanes.

Project Justification:
☒ Address legal mandate
☒ City Council Strategic Goal
☐ Preserve Existing Assets
☒ Enhance Public Safety
☐ Provide incentive for Economic Redevelopment
☒ Priority Improvement for Designated Funding
☒ Project identified in approved Master Plan

Project Status:
Construction will initiate in FY 2020/2021 with majority of work completed in 2021/2022.
**Project Funding:**

This project is funded by an Active Transportation Program grant, utilizing state grant funds. Matching funds derived from Measure A – Bike/Ped Safety and Stormwater Utility.

**5-Year Projected Revenue and Expenditure Plan**

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<th>REVENUES</th>
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</table>
MARIPOSA-SYLVAN VALLEY STORM DRAIN IMPROVEMENTS

PROJECT CATEGORY:
- Infrastructure Design/Construction/Reconstruction
- Program/Master Plan Development

PROJECT LOCATION: Mariposa Avenue at Sylvan Valley Way

Project Description:
This project is identified as Problem Location No. 10 in the Neighborhood Areas 8, 9 and 10 Drainage Master Plan. Value engineering alternatives for this project are being evaluated to cost effectively reduce localized flooding along Mariposa Avenue and Sylvan Valley Way.

Project Justification:
- Address legal mandate
- City Council Strategic Goal
- Preserve Existing Assets
- Enhance Public Safety
- Provide incentive for Economic Redevelopment
- Priority Improvement for Designated Funding
- Project identified in approved Master Plan

Project Status:
Project scheduled for construct in FY 2025/2026.
**Project Funding:**

This project will be funded with Stormwater Utility Funds.

### 5-Year Projected Revenue and Expenditure Plan

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<td><strong>EXPENDITURES</strong></td>
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</table>
MINNESOTA, ANDERSON AND CANADY INFILTRATION BASINS AND STORM DRAIN IMPROVEMENTS

PROJECT CATEGORY:
☒ Infrastructure Design/Construction/Reconstruction
☐ Program/Master Plan Development

PROJECT LOCATION: Minnesota Drive, Anderson Lane and Canady Lane

Project Description:
This project is identified as Problem Location No. 12 in the Neighborhood Areas 8, 9 and 10 Drainage Master Plan. This project proposes to replace and upsize existing pipes for greater capacity and to help adequately convey 100-year peak flow. The project will also create new infiltration basins, overland release structures, and construct new curb and gutter and/or roadside ditches.

Project Justification:
☐ Address legal mandate
☐ City Council Strategic Goal
☒ Preserve Existing Assets
☒ Enhance Public Safety
☐ Provide incentive for Economic Redevelopment
☒ Priority Improvement for Designated Funding
☐ Project identified in approved Master Plan

Project Status:
**Project Funding:**

This project will be funded with Stormwater Utility Funds.

**5-Year Projected Revenue and Expenditure Plan**

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<td>Stormwater Utility (209)</td>
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**MULTI-MODAL TRANSPORTATION SAFETY PROGRAM (MMTSP)**

**PROJECT CATEGORY:**
- ☒ Infrastructure Design/Construction/Reconstruction
- ☐ Program/Master Plan Development

**PROJECT LOCATION: Citywide**

**Project Description:**
The General Services Department regularly receives requests for new signs, striping, crosswalks, speed humps, traffic calming and traffic enforcement. Most requests are in response to concerns of vehicle speeds and right-of-way violations on residential roadways. The Multi Modal Transportation Safety Program (MMTSP), focuses on all modes of travel, and includes accessibility, bikability and walkability in addition to safety as key considerations. The MMTSP utilizes a community-driven prioritization process to rank issues for further evaluation. Top scoring locations undergo an engineering analysis where appropriate traffic safety countermeasures are determined and programmed for implementation within available funding. Ongoing community engagement and education is included in MMTSP.

**Project Justification:**
- ☐ Address legal mandate
- ☒ City Council Strategic Goal
- ☒ Preserve Existing Assets
- ☒ Enhance Public Safety
- ☐ Provide incentive for Economic Redevelopment
- ☐ Priority Improvement for Designated Funding
- ☐ Project identified in approved Master Plan

**Project Status:**
Project will implement/construct up to five neighborhood safety projects per year based on priority rankings and available funding.
**Project Funding:**

MMTSP implementation projects will be funding by Measure A Traffic Control/Safety and Redflex funds.

**5-Year Projected Revenue and Expenditure Plan**

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<th></th>
<th>REVENUES</th>
<th>EXPENDITURES</th>
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<tbody>
<tr>
<td><strong>Measure A Traffic (310)</strong></td>
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<td><strong>2022/2023</strong> 50,000</td>
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<tr>
<td><strong>Redflex</strong></td>
<td><strong>2021/2022</strong> 10,000</td>
<td><strong>2022/2023</strong> 10,000</td>
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<tr>
<td><strong>EXPENDITURES</strong></td>
<td><strong>2021/2022</strong> 60,000</td>
<td><strong>2022/2023</strong> 60,000</td>
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</table>
NEIGHBORHOOD CREEK BANK AND RIPARIAN CORRIDOR
RESTORATION

PROJECT CATEGORY:
☐ Infrastructure Design/Construction/Reconstruction
☒ Program/Master Plan Development

PROJECT LOCATION: Citywide

Project Description:
There are over 26 miles of creek corridors within the city of Citrus Heights. These creek corridors include natural creek channels, partially engineered channels and fully-engineered channels, as well as numerous bridge/culvert crossings. Throughout the city, the natural creek channels in particular have areas with eroded banks, invasive species, and endangered species habitats. Because each creek area has unique challenges, this program will focus on collaboration with other regulatory agencies and surrounding residents to sustainably manage the riparian corridor based on neighborhood priorities and Caltrans bridge inspections.

Project Justification:
☐ Address legal mandate
☐ City Council Strategic Goal
☒ Preserve Existing Assets
☒ Enhance Public Safety
☐ Provide incentive for Economic Redevelopment
☒ Priority Improvement for Designated Funding
☐ Project identified in approved Master Plan

Project Status:
This program is ongoing.
### Project Funding:

*This project will be funded with Stormwater Utility Funds.*

### 5-Year Projected Revenue and Expenditure Plan

<table>
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<th>2021/2022</th>
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<td>Stormwater Utility (209)</td>
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</table>
NEIGHBORHOOD AREAS DRAINAGE MASTER PLANS

PROJECT CATEGORY:
☐ Infrastructure Design/Construction/Reconstruction
☒ Program/Master Plan Development

PROJECT LOCATION: Neighborhood Areas 1 through 5 and 11

Project Description:
The fundamental goal of the Neighborhood Areas Drainage Master Plans is to address current and future drainage needs within the City’s 11 neighborhood areas and develop a capital improvement program to address the findings. The final product of the study will guide the City in effectively addressing drainage issues, and where cost-effective provide guidance on improving stormwater quality. These are the last six neighborhood areas to be studied, and will be divided into 2 groups; Areas 4, 5 & 11, and Areas 1, 2, & 3. Future CIP will include projects resulting from these last two Drainage Master Plans.

Project Justification:
☐ Address legal mandate
☐ City Council Strategic Goal
☒ Preserve Existing Assets
☒ Enhance Public Safety
☐ Provide incentive for Economic Redevelopment
☒ Priority Improvement for Designated Funding
☐ Project identified in approved Master Plan

Project Status:
Consultant services will be procured in FY 21/22 for Areas 4, 5 & 11. Consultant services for Areas 1, 2, & 3 are expected to be procured during future CIPs, typically 5 years after the previous Storm Drain Master Plan.
**Project Funding:**

This program will be funded by Stormwater Utility Funds.

### 5-Year Projected Revenue and Expenditure Plan

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<td>Stormwater Utility (209)</td>
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<td></td>
<td>250,000</td>
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</table>
OLD AUBURN COMPLETE STREETS PROJECT PHASE 1

PROJECT CATEGORY:
☒ Infrastructure Design/Construction/Reconstruction
☐ Program/Master Plan Development

PROJECT LOCATION: Old Auburn Road Corridor-Garry Oak Drive to Tiara Way

Project Description:
The Old Auburn Road Complete Streets Project will address 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. Phase 1 (Garry Oak Drive to Tiara Way) will complete pre-construction for the project, including Project Approval and Environmental Document (PA&ED), Right of Way (ROW), and Plans, Specifications and Estimates (PS&E). Completion of the Project will prepare the city to seek construction funding in the future.

Project Justification:
☐ Address legal mandate
☒ City Council Strategic Goal
☒ Preserve Existing Assets
☒ Enhance Public Safety
□ Provide incentive for Economic
☒ Redevelopment
☐ Priority Improvement for Designated
☒ Funding
☐ Project identified in approved
☒ Master Plan

Project Status:
Phase 1 of the Old Auburn Complete Streets Project has secured grant funds for environmental, right of way and design. These efforts are expected to commence in 2021/2022.
Project Funding:

A SACOG Regional Active Transportation Program (ATP) grant will fund the majority of the project. Matching funds will be provided by Measure A Traffic Safety funds. Leveraging funds will be provided by staff time.

5-Year Projected Revenue and Expenditure Plan

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<th>2021/2022</th>
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<td>517,000</td>
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</tbody>
</table>
PAVEMENT RESTORATION PROGRAM

PROJECT CATEGORY:
☐ Infrastructure Design/Construction/Reconstruction
☐ Program/Master Plan Development

PROJECT LOCATION: Citywide

Project Description:
Under the City’s Pavement Management System (PMS), streets are resurfaced to improve ride quality and avoid costly future reconstruction. The systematic approach takes the results of visual field evaluations of each street and, using specialized computer software, rates and categorizes the streets by an overall condition index. Use of the structured PMS approach in conjunction with staff inspection, permits the City to schedule resurfacing projects and ultimately extend the service life of a street’s pavement. This program has flexibility to program funds for residential, collector and arterial streets.

Project Justification:
☐ Address legal mandate
☒ City Council Strategic Goal
☒ Preserve Existing Assets
☒ Enhance Public Safety
☐ Provide incentive for Economic Redevelopment
☒ Priority Improvement for Designated Funding
☐ Project identified in approved Master Plan

Project Status:
Construction of the Residential Resurfacing Project is annual, typically occurring in the summer. A portion of the annual SB1 funds will help fund a City/County joint resurfacing project along a segment of Madison Avenue as well as a segment of Kenneth/Wachtel Way during the summer of 2021.
**Project Funding:**

The City’s pavement restoration program will be funded with SB1 Road Maintenance Rehabilitation Account (RMRA) funds, as well as Measure A Maintenance and Gas Tax funds.

**5-Year Projected Revenue and Expenditure Plan**

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<td>Maintenance (210)</td>
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<td>Gas Tax (205)</td>
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<td>2,500,000</td>
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*Estimate only. Projections from the State are provided annually.**

**Approx. $600k per year for FYs 21/22 and 22/23 to fund city/county shared projects. Based on estimates."
SAN JUAN AVENUE COMPLETE STREETS IMPROVEMENTS

PROJECT CATEGORY:
☒ Infrastructure Design/Construction/Reconstruction
☐ Program/Master Plan Development

PROJECT LOCATION: San Juan Avenue from Madison Avenue to Spicer Drive (Design) and from Madison Avenue to Chesline Drive (Construction)

Project Description:
The San Juan Avenue Complete Streets Improvement Project Phase 1 is the first phase to rehabilitate and transform San Juan Avenue into a complete street, providing enhanced walkability, accessibility, transit and safe routes to school enhancements, along with roadway improvements. Phase 1 includes San Juan Avenue between Madison Avenue and Spicer Drive. The Project will design improvements from Madison Avenue to Spicer Drive and construct improvements from Madison Avenue to Chesline Drive. Infrastructure improvements include localized pavement repairs, full asphalt overlay, curb/gutter/sidewalk infill and repair, buffered class II bike lanes, ADA improvements, additional street lights, traffic signal upgrades and related improvements. The city will continue to pursue funding for future phases.

Project Justification:
☒ Address legal mandate
☒ City Council Strategic Goal
☒ Preserve Existing Assets
☒ Enhance Public Safety
☒ Provide incentive for Economic Redevelopment
☒ Priority Improvement for Designated Funding
☐ Project identified in approved Master Plan

Project Status:
Design, environmental and right of way is scheduled to commence Summer 2021. Construction is expected for 2023.
**Project Funding:**

This project is funded by a grant through a 2019 SACOG call for projects under a State of Good Repair program. Matching and augmenting funds to come from Stormwater Utility, Measure A, and TDA Bike-Ped funds.

### 5-Year Projected Revenue and Expenditure Plan

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<tr>
<th>REVENUES</th>
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*Tentative, pending other funding sources may come available.*
STORM DRAIN PIPE REHABILITATION PROGRAM

PROJECT CATEGORY:
- ☒ Infrastructure Design/Construction/Reconstruction
- ☐ Program/Master Plan Development

PROJECT LOCATION: Citywide

Project Description:
The majority of the existing storm drain pipe system was constructed prior to the City's incorporation. The system was constructed utilizing a series of pipe materials including concrete, plastic, and metal. Due to age and corrosivity of the soils, some of the storm drain pipes have degraded to a point where extensive maintenance or replacement is necessary. The purpose of this project is to identify degraded storm drain pipes throughout the City that have failed or are nearing the end of their useful life. The identified storm drain pipes will either be rehabilitated in their existing location or realigned to a location that is more cost effective.

Project Justification:
- ☐ Address legal mandate
- ☐ City Council Strategic Goal
- ☒ Preserve Existing Assets
- ☒ Enhance Public Safety
- ☐ Provide incentive for Economic Redevelopment
- ☒ Priority Improvement for Designated Funding
- ☒ Project identified in approved Master Plan

Project Status:
On-going. This program is an extension of the City's proactive stormwater maintenance program. As storm pipes are CCTV’d (camera/video inspected), locations for rehabilitation or replacements will be programmed. This work is commonly combined with other complete street, ADA improvements, or other larger storm drain projects.
**Project Funding:**

This program will be funded by Stormwater Utility Funds.

### 5-Year Projected Revenue and Expenditure Plan

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SUNRISE BOULEVARD COMPLETE STREETS IMPROVEMENTS

PROJECT CATEGORY:
- Infrastructure Design/Construction/Reconstruction
- Program/Master Plan Development

PROJECT LOCATION: Sunrise Boulevard – Sayonara to North City Limits

Project Description:
The City has successfully constructed improvements along portions of Sunrise Boulevard from Sayonara to North City to improve accessibility and safety for all users, however, there remains several segments that have yet to be addressed. The City has received a capital allocation from the Sacramento Transportation Authority to initiate design for these locations in an effort to position the City to apply for competitive grant funds. The determination of which locations will be addressed will be prioritized based on needs and ability to compete for grant funding.

Project Justification:
- Address legal mandate
- City Council Strategic Goal
- Preserve Existing Assets
- Enhance Public Safety
- Provide incentive for Economic Redevelopment
- Priority Improvement for Designated Funding
- Project identified in approved Master Plan

Project Status:
Allocation from STA approved in 2021. Staff will work to determine segments to address prior to initiating design in 2023.
Project Funding:

This project has a capital allocation of $300,000 from the Sacramento Transportation Authority (Measure A)

5-Year Projected Revenue and Expenditure Plan

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VARIOUS SIGNALIZED INTERSECTION SAFETY IMPROVEMENTS

PROJECT CATEGORY:
☒ Infrastructure Design/Construction/Reconstruction
☐ Program/Master Plan Development

PROJECT LOCATION: Signalized intersections citywide including Auburn/Greenback intersection for pedestrian fencing

Project Description:
The City operates and maintains 61 signalized intersections, most of which were installed many years ago. Since taking over the operations and maintenance of the signal system, we have been actively upgrading the signals to include count-down pedestrian indications and larger size vehicle indications as various capital improvement and maintenance projects permit. This project will upgrade all remaining locations. This project will also install pedestrian median fencing, within the existing raised medians, along three legs of the intersection of Greenback & Auburn, forcing pedestrians to utilizing the signalized crossings. Curb ramps and push button upgrades are also included at two intersections along Sunrise.

Project Justification:
☒ Address legal mandate
☒ City Council Strategic Goal
☐ Preserve Existing Assets
☒ Enhance Public Safety
☐ Provide incentive for Economic Redevelopment
☒ Priority Improvement for Designated Funding
☐ Project identified in approved Master Plan

Project Status:
Construction is scheduled to commence Spring 2021 with an estimated completion in Fall.
Project Funding:

This project is funded by a Highway Safety Improvement Program (HSIP) grant. Additional funds for matching and augmentation will come from Measure A Capital Traffic Safety funds, Storm Water Utility Fund, and Community Development Block Grant (CDBG) Funds.

5-Year Projected Revenue and Expenditure Plan

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| EXPENDITURES                  | 1,201,521 |           |           |           |           |
**PROJECT CATEGORY:**
- ☒ Infrastructure Design/Construction/Reconstruction
- ☐ Program/Master Plan Development

**PROJECT LOCATION:** *Wonder Street*

**Project Description:**
This project will install new storm pipe along Wonder Street and 2 private parcels to the north with a new outfall at Cripple Creek to help capture stormwater runoff and reduce localized street flooding. The construction of these improvements is being coordinated with the private development of the 2 parcels nearest the outfall at Cripple Creek.

**Project Justification:**
- ☐ Address legal mandate
- ☐ City Council Strategic Goal
- ☒ Preserve Existing Assets
- ☒ Enhance Public Safety
- ☐ Provide incentive for Economic Redevelopment
- ☒ Priority Improvement for Designated Funding
- ☒ Project identified in approved Master Plan

**Project Status:**
Project scheduled for construct in FY 2025/2026.
**Project Funding:**

This project will be funded with Stormwater Utility Funds.

**5-Year Projected Revenue and Expenditure Plan**

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</table>
DESCRIPTIONS OF FUNDING SOURCES
Descriptions of Funding Sources

- **Active Transportation Program**
  Created in 2013, the ATP consolidated pre-existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S), into a single program with a focus to make California a national leader in active transportation. The ATP is administered by the Division of Local Assistance, Office of Active Transportation and Special Programs.

- **Community Design Funding Program; State of Good Repair (SACOG)**
  The Community Design Funding Program is intended to provide financial assistance to local government agencies that seek to implement physical development that is consistent with SACOG's Blueprint Principles. Approximately every two years, SACOG accepts applications for projects from cities, counties, transit districts and air districts from Sacramento, Sutter, Yolo and Yuba Counties. Additionally, SACOG also has the discretion to implement other funding programs, such as the State of Good Repair, to assist agencies address projects heavily focused on pavement restoration pending the improvements will also address other multi-modal (accessibility) needs.

- **Community Development Block Grant Funds (CDBG)**
  These federal funds are distributed to the City on an annual basis. The City receives approximately $670,000 per year. The funds are used to support capital projects such as park improvements and sidewalks. Other projects the City has used the funds for include: loans to modest income families for rehabilitation, Habitat for Humanity projects and public services such as senior nutrition.

- **Development Impact Fees**
  Development Impact Fees, including Roadway, Transit and Park Facilities, Drainage, Low Income Housing, Fire Capital, and Tree Preservation Fees, are fees paid by a developer/development project to pay for the cost of providing the facilities necessary to accommodate growth. The costs of projects needed to support growth are financed with impact fees based on a measurement of a development’s impact on future needs. The purpose of these fees is to fund the cost of roadway, transit and park facilities required due to the type(s) of development designated in the General Plan.

- **Gas Tax**
  Administered by the State Board of Equalization, this is an 18 cent per gallon tax on fuel used to propel a motor vehicle or aircraft. Use of the revenue is for research, planning, improvement, maintenance, and operation of public streets and highways or public mass transit.
Highway Safety Improvement Program (HSIP)
The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), which was signed into law on August 10, 2005, established the Highway Safety Improvement Program (HSIP) as a core Federal-aid program. The overall purpose of this program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads through the implementation of infrastructure-related highway safety improvements. The specific provisions pertaining to the HSIP are defined in Section 1401 of SAFETEA-LU which amended Section 148 of Title 23, United States Code (23 USC 148) to incorporate these provisions. These provisions are still in effect due to Continuing Resolutions passed by Congress during Federal Fiscal Year 2009/10.

LOC – City’s Line of Credit
City’s line of credit to help support capital improvement construction projects.

Local Regional Funding (SACOG)
Every two years, SACOG conducts a programming round to allocate funds to projects based on apportionments of regional Congestion Mitigation and Air Quality (CMAQ), Regional Surface Transportation Program (RSTP), and State Transportation Improvement Program (STIP) funds. These funds are programmed through the Air Quality, Bicycle & Pedestrian, Community Design, Transportation Demand Management (TDM) and Regional/Local funding programs.

Measure A
This funding source is derived from a ½ cent sales tax imposed in the Sacramento County, administered by the Sacramento Transportation Authority and distributed to incorporated cities and unincorporated Sacramento County to fund specific transportation maintenance and projects. Measure A included three ongoing programs - Traffic Safety, Bicycle/Pedestrian Safety and Maintenance funds. Additionally, there is a capital component to help fund large capital improvement projects identified in the Countywide Transportation Expenditure Plan.

Per Capita State Grant – Trail Project
These funds are derived from the Parks and Water Bond Act of 2018 (Prop 68). Funds are available to cities and local districts with populations of less than 200,000 within counties with populations greater than 500,000. These funds are eligible to the City passed on a per capita (population) basis.

Redflex Funds
This funding source is derived from the city’s red light camera program. These funds help to support pedestrian and traffic safety improvements throughout the city.
- **Road Maintenance Rehab Funds (SB1)**
  Funds derived from the 2017 Gas Tax increase that will be collected, and distributed to agencies in conjunction with the SB1 Transportation Bill. These funds are flexible and can be used for maintenance, capital or a combination of both and can also be leveraged to secure additional federal and/or state grants.

- **SB1 Local Partnership Program (LPP)**
  These funds are derived from SB1 and are set aside specifically for Self-Help agencies (agencies with a transportation tax). A portion of the set aside is distributed by formula, with the remaining set aside designated for competitive grants to eligible Self-Help agencies.

- **Storm Water Utility Funds**
  Funds collected by Sacramento County as a per-parcel fee. These fees fund storm pipe maintenance, replacement, installation, creek maintenance and associated activities to convey and preserve storm water and creeks.

- **TBD**
  Funding source to be determined.

- **Transportation Development Act (TDA)**
  TDA is one of the major funding sources for public transit in California. The TDA provides two funding sources, the Local Transportation Fund (LTF) and the State Transit Assistance Fund (STA). The LTF is derived from a ¼ cent of the 7½% general statewide sales tax. This ¼ cent sales tax is returned to every county in the State from where the tax was collected. The STA is derived from sales tax on gasoline and diesel fuel. Fifty percent of the STA funds are allocated according to population, while the other fifty- percent is allocated according to the ratio of the total public transit revenues that were generated in each area during the prior fiscal year. TDA funds may be used for street and road projects provided all reasonable transit needs have been met.
DATE: May 13, 2021

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

FROM: Leslie Blomquist, City Engineer
      Dirk Medema, Associate Civil Engineer

SUBJECT: Review the Sacramento Stormwater Quality Partnership Program and authorize FY 21/22 expenditures

Summary and Recommendation

The Sacramento Stormwater Quality Partnership (SSQP) oversees and manages implementation of regional stormwater related activities including a Monitoring and Target Pollutant Program, Regional Public Outreach, Regional Commercial/Industrial Program, New Development, and Program Management.

In 2012, the city entered into a Memorandum of Understanding (MOU) with the other partnership agencies in the Sacramento Region regarding administrative responsibilities and apportionment of costs regarding the region’s National Pollutant Discharge Elimination System (NPDES) Permit specifying that the city of Citrus Heights is responsible for 5.9% of the annual costs associated with this partnership.

Staff recommends the City Council approve Resolution 2021-____, a Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to expend stormwater funds for the City of Citrus Heights’ shared cost of joint implemented Municipal Separate Storm Sewer System requirements with the Sacramento Stormwater Quality Partnership.

Fiscal Impact

Funding for the proposed service agreement for $75,952 and is included in the FY 2021/22 Storm Water Utility Fund (Fund 209) budget.

Background and Analysis

The City of Citrus Heights has a Municipal Separate Storm Sewer System (MS4) permit from the Regional Water Quality Control Board (RWQCB), and is one of seven agencies grouped
together in Sacramento County. Citrus Heights shares the same requirements in the permit as all partnership agencies, though the requirements can be split into two basic categories - individual and joint compliance activities. The SSQP was established to coordinate joint compliance activities.

In 2012, the city entered into an MOU with the SSQP regarding administrative responsibilities and cost apportionment. The cost apportionment is based on the relative population of each agency, and for the City of Citrus Heights is currently 5.9%.

The compliance activities provided by the SSQP include the following:

- **Monitoring and Target Pollutant Program**
  Stormwater monitoring and regulatory support services, Delta Regional Monitoring Program, and technical expertise on stormwater policy and regulations.

- **Regional Public Outreach Program**
  General and community based outreach

- **New Development**
  A limited amount of technical work for compliance requirements.

- **Program Management**
  Administer and manage the Partnership’s Regional Stormwater Quality Program to ensure continued compliance with the MS4 General Permit

The total cost for participation in the partnership for FY 2021/2022 is $75,952 (city’s 5.9% share of total costs). A summary of the city’s FY 2021/2022 contributions is included as Exhibit A.

**Attachments**

1. Resolution 2021-____, a Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to execute an agreement with Martin General Engineer, Inc. for the Mariposa Avenue Safe Routes to School Phase 4 Project.

2. Sacramento Stormwater Quality Partnership, Summary of Joint Permittee Costs, DRAFT FY 2021/2022 BUDGET (Exhibit A)
RESOLUTION NO. 2021- ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXPEND STORMWATER FUNDS FOR THE CITY OF CITRUS HEIGHTS’ SHARED COST OF JOINT IMPLEMENTED MUNICIPAL SEPARATE STORM SEWER SYSTEM REQUIREMENTS WITH THE SACRAMENTO STORMWATER QUALITY PARTNERSHIP

WHEREAS, the City has a stormwater system within its limits;

WHEREAS, the stormwater system is comprised of man-made features (Municipal Separate Storm Sewer System, MS4) as well as naturally occurring creeks and channels, including waters of the United States (WOTUS);

WHEREAS, the federal Clean Water Act (CWA) establishes the basic structure for regulating discharges of pollutants into the WOTUS and regulating quality standards for surface waters;

WHEREAS, under the CWA, Environmental Protection Agency (EPA) has implemented pollution control including National Pollutant Discharge Elimination System (NPDES);

WHEREAS, NPDES Program has been delegated to the State of California for implementation through the State Water Resources Control Board (State Water Board) and the nine Regional Water Quality Control Boards (Regional Water Boards), collectively Water Boards;

WHEREAS, the California Regional Water Quality Control Board, Central Valley Region ("CVRWQCB") has been charged by the State Water Board with the responsibility to issue NPDES permits within the Central Valley Region;

WHEREAS, the City of Citrus Heights is situated within the Central Valley Region;

WHEREAS, the CVRWQCB has developed a single Region-wide MS4 Permit (Order) that promotes greater watershed/drainage shed coordination, water quality measure protections, and program implementation efficiencies;

WHEREAS, on June 23, 2016 the Regional Water Board issued an NPDES MS4 permit, NPDES No. CAS085324, Order No. R5-2016-0040, (Permit) for the County of Sacramento and the cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento (collectively the "Permittees" and individually the "Permittee");

WHEREAS, the Permit requires the Permittees to monitor stormwater discharges and implement multiple programs to reduce the level of pollutants discharged into receiving waters;

WHEREAS, the Permittees have previously entered into an MOU to establish administrative responsibilities and apportionment of costs related to shared activities associated with Permit implementation;

WHEREAS, the MOU includes the responsibility for the timely payment of all monetary obligations by each Permittee for joint activities; and

Printed on Recycled Paper
WHEREAS, the attached Sacramento Stormwater Quality Partnership Summary of Joint Permittee Costs Draft FY 2021/2022 Budget has been submitted as an estimate of costs related to joint implemented MS4 requirements.

NOW THEREFORE BE IT RESOLVED AND ORDERED that the City of Citrus Heights does hereby authorize the City Manager to expend stormwater funds for the City of Citrus Heights’ shared cost of joint implemented Municipal Separate Storm Sewer System requirements with the Sacramento Stormwater Quality Partnership.

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 13th day of May 2021 by the following vote, to wit:

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

______________________________
Steve Miller, Mayor

ATTEST:

______________________________
Amy Van, City Clerk

Exhibit

A. Sacramento Stormwater Quality Partnership Summary of Joint Permittee Costs Draft FY 2021/2022 Budget
### Permittee Costs

#### Sacramento Stormwater Quality Partnership

**Summary of Joint Permittee Costs**

**DRAFT FY 2021/2022 BUDGET**

**Updated: January 15, 2021**

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<td>County</td>
<td>Citrus Hls</td>
<td>Elk Grove</td>
<td>Folsom</td>
<td>Galt</td>
<td>Rancho</td>
<td>Sac</td>
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<td>New Development</td>
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<td>38.4%</td>
<td>5.9%</td>
<td>10.9%</td>
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<td>$1,090.00</td>
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<td>Program Management</td>
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<td>Program contingency including outreach</td>
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<td>$21,884.47</td>
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**FY22 Compared to Previous FY**

- TOTAL FY21 Budget (July 2020) = $1,390,829.00
- TOTAL FY20 Budget (April 2020) = $1,220,272.00
- TOTAL FY19 Budget (January 2018) = $1,289,750.00
- TOTAL FY18 Budget (August 2017) = $1,374,346.00

1. Cost share based on 2012 Permittee MOU cost share allocations.
2. Total LWA contract amount is $ TBD.
3. Additional IPM Media included under regional media. IPM Media may include SRCSD contribution up to 20% of IPM media (up to $22,000).
4. Total OWOW proposed contract is TBD.
5. FY22 activities may be modified or reduced due to COVID-19. Updates will be provided at bi-monthly Permittee meetings.
RESOLUTION NO. 2021-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, APPOINTING CHRISTOPHER BOYD AS AN INTERIM APPOINTED RETIRED ANNUITANT TO THE VACANT POSITION OF CITY MANAGER PURSUANT TO GOVERNMENT CODE SECTION 21221(h)

WHEREAS, Government Code section 21221(h) of the Public Employees’ Retirement Law permits the governing body to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment;

WHEREAS, Christopher Boyd is normally restricted to working no more than 960 hours for City per fiscal year. However, given the current state of emergency, and with the Governor’s Executive Order N-25-20 and CalPERS Circular Letter: 200-015-20 which suspends the 960-hour limitation during the state of emergency to ensure adequate staffing during the state of emergency, any hours worked by Christopher Boyd to ensure adequate staffing during the state of emergency will not be counted toward the 960-hour limit for the fiscal year. In addition, the 180-day break in service requirement under Government Code 7522.56(f) is suspended under Governor’s Executive Order N-25-20 and CalPERS Circular Letter: 200-015-20;

WHEREAS, the City desires to appoint Christopher Boyd as an interim appointment retired annuitant to the vacant position of City Manager for the City of Citrus Heights under Gov. Code section 21221(h), effective May 13, 2021;

WHEREAS, the City and Christopher Boyd certify that he has not and will not receive a Golden Handshake or any other retirement-related incentive;

WHEREAS, an appointment under Gov. Code section 21221(h) requires the retiree is appointed into the interim appointment during recruitment for a permanent appointment;

WHEREAS, this Gov. Code section 21221(h) appointment shall only be made once and therefore will end on May 13, 2022, or upon appointment of a permanent City Manager;

WHEREAS, the entire employment agreement between Christopher Boyd and the City has been reviewed by this body and is attached herein;

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate;

WHEREAS, based on the most recent contract for the full-time City Manager position, the base annual salary for this position is $267,903.00, and the hourly equivalent is $128.7995;

WHEREAS, the hourly rate paid to Christopher Boyd will be $128.7995 per hour;
WHEREAS, Christopher Boyd has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this monthly pay rate; and

WHEREAS, the City has begun the process to initiate a recruitment to permanently fill the position of City Manager.

NOW THEREFORE BE IT RESOLVED AND ORDERED that the City Council hereby certifies the nature of the employment of Christopher Boyd as described herein and detailed in the attached employment agreement and that this appointment is necessary to fill the critically needed position of City Manager for the City of Citrus Heights on May 13, 2021, because his employment is needed to provide day-to-day management of the City until a permanent City Manager is hired.

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 13th day of May 2021, by the following vote, to wit:

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

________________________
Steve Miller, Mayor

ATTEST:

________________________
Amy Van, City Clerk

Exhibit

A. Employment Agreement
RETIRED ANNUITANT EMPLOYMENT AGREEMENT for the Position of INTERIM CITY MANAGER

This Employment Agreement ("Agreement") is made and entered into this 13th day of May, 2021, by and between the CITY OF CITRUS HEIGHTS ("CITY"), a general law city and municipal corporation, and Christopher Boyd ("Boyd"), an individual, on the following terms and conditions:

RECITALS

A. CITY desires to employ the services of Boyd as its Interim City Manager, temporarily, to carry out the duties and responsibilities of City Manager, in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

B. Boyd desires to accept employment as City Manager in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

C. On March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency related to COVID-19, as well as Governor's Executive Order and on March 19 the City of Citrus Heights City Council declared a local emergency due to the COVID-19 pandemic;

D. Effective May 11, 2021, Boyd retired as City Manager of Citrus Heights and an Interim City Manager is needed to ensure adequate staffing during the state of emergency until a permanent City Manager can be hired. Pursuant to CalPERS rules, Boyd and the City could not and did not engage in a predetermined agreement regarding becoming a retired annuitant since Boyd is under retirement age. The City is in the process of a recruitment for a permanent City Manager;

E. Boyd represents that he is a retired annuitant of CalPERS within the meaning of Government Code § 21221(h) and acknowledges that his compensation is statutorily limited as provided in Government Code § 21221(h). Boyd acknowledges that he normally is restricted to working no more than 960 hours for CITY, a state agency or other CalPERS contracting agencies (collectively "CalPERS Agencies") per fiscal year. However, given the current state of emergency, and with the Governor's Executive Order N-25-20 and CalPERS Circular Letter: 200-015-20 which suspends the 960-hour limitation during the state of emergency to ensure adequate staffing during the state of emergency, any hours worked by Boyd to ensure adequate staffing during the state of emergency will not be counted toward the 960-hour limit for the fiscal year. In addition, the 180-day break in service requirement under Government Code 7522.56(f) is suspended under Governor's Executive Order N-25-20 and CalPERS Circular Letter: 200-015-20.

F. Boyd also represents that he has not received unemployment
compensation from any CalPERS agencies during the 12-month period preceding the effective date of this Agreement.

G. CITY has determined that it is necessary to hire Boyd, a retired annuitant, because the position of Interim City Manager is required for adequate staffing and Boyd, by virtue of his significant experience as a retired City Manager has those special skills.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Position and Duties.

1.1 Position. Boyd accepts employment with CITY as its Interim City Manager and shall be the administrative head of the government of the City, and perform the duties outlined in Citrus Heights Municipal Code Section 2-210.

1.2 Term. This Agreement shall become effective when executed both by Boyd and a representative of the City Council on May 13, 2021. Boyd shall commence the performance of his duties as the Interim City Manager on May 13, 2021. This Agreement shall expire as of the first of the following to occur: (i) 5:00 p.m. on May 13, 2022; (ii) employment commencement date of a permanent City Manager employed by CITY; or (iii) termination of the Agreement by either Boyd or CITY as provided in Section 4 [Termination] of this Agreement.

1.3 At-Will. Boyd acknowledges that he is an at-will, temporary employee of CITY who shall always serve at the pleasure of the City Council during the period of his service hereunder. Nothing in this Agreement is intended to, or does, confer upon Boyd any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment, except as is expressly provided in Section 1.2 [Term] or Section 4 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit, or otherwise interfere with the right of CITY to terminate the services of Boyd, as provided in Section 1.2 [Term] or Section 4 [Termination]. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Boyd to resign at any time from this position with CITY, subject only to the provisions set forth in Section 1.2 [Term] or Section 4 [Termination] of this Agreement. This at-will employment Agreement shall be expressly subject to the rights and obligations of CITY and Boyd, as set forth in Section 1.2 [Term] or Section 4 [Termination] below.

1.4 Duties. Boyd shall serve as the Interim City Manager and shall for the Term of the Agreement perform the duties set forth in set forth in Citrus Heights Municipal Code Section 2-210.
15 Hours of Work. Boyd shall devote the time necessary to adequately perform his duties as Interim City Manager. The parties anticipate that Boyd will work a sufficient number of hours per week allocated between regular business hours and hours outside of regular business hours including, without limitation, attendance at staff meetings, regular and special City Council meetings and such community meetings as needed. Toward that end, Boyd shall be allowed reasonable flexibility in setting his own office hours, provided the schedule of such hours provides a significant presence with the City Manager’s Office, reasonable availability to the City Council, City staff, and members of the community during regular CITY business hours and for the performance of his duties and of CITY business.

2 Compensation.

2.1 Rate of Pay. For all services performed by Boyd as the Interim City Manager under this Agreement, CITY shall pay Boyd compensation at the rate of $128.7995 per hour according to the payroll schedule in place for CITY employees paid bi-weekly subject to the limitations provided below.

2.1.1 Compliance with CalPERS requirements. It is the intent of the parties to compensate Boyd only to the extent permitted under Government Code § 21221(h) and corresponding CalPERS regulations and policy statements. The Rate of Pay is within the established salary range for City Manager. Boyd acknowledges that he will be compensated the rate of $128.7995 per hour and will not receive any benefits, incentives, compensation in-lieu of benefits, or any other form of compensation.

2.1.2 Recordation and Reporting of Hours Worked. Boyd and the CITY will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for CITY to CalPERS as required. Additionally, Boyd shall keep CITY continually apprised of any hours worked by Boyd for other CalPERS Agencies during the term of this Agreement.

Boyd will be responsible for keeping track of his hours worked, including during the period in which the Governor’s Executive Order N-25-20 and CalPERS Circular Letter: 200-015-20 suspending the 960-hour limitation during the state of emergency are in effect. Boyd will submit his timesheets to the CITY in accordance with City payroll procedures. The CITY shall maintain these approved timesheets in a legal file and they shall not be disclosed except and unless as required by law or Boyd and/or the CITY need to defend themselves against any legal claims, including but not limited to by CalPERS.

2.1.3 Indemnity for CalPERS Claimed Overpayments. The CITY agrees to defend and indemnify Boyd for any fees, fines, penalties, contributions, or other monetary damages claimed, asserted, or alleged against Boyd by CalPERS as a result of his employment with the CITY upon a finding that the CITY failed to keep or report Boyd’s accurate hours worked.
2.2 Benefits.

2.2.1 No Benefits. Pursuant to Government Code §21221(h) and related CalPERS regulations and policy statements, Boyd shall not receive from CITY any benefits CITY commonly provides to its employees, including without limitation health, dental, or vision insurance coverage, life insurance, employee assistance programs, and similar benefits.

3 Vacation and Leave.

3.1 No Leave. Boyd, in accordance with Government Code Section 21221(h) and related CalPERS regulations and policy statements, shall not be provided or accrue any personal time off, vacation, sick leave, administrative leave, paid holidays or similar leave benefits.

4 Termination.

4.1 By CITY. This Agreement may be terminated by CITY for any reason thirty (30) days after providing written notice to Boyd of such termination. CITY’s only obligation in the event of such termination will be payment to Boyd of all compensation then due and owing as set forth in Section 2.1 [Rate of Pay] up to and including the effective date of termination. However, this Agreement may be terminated immediately if necessitated by changes to CalPERS statutory or regulatory requirements.

4.2 By Boyd. This Agreement may be terminated by Boyd for any reason thirty (30) days after providing written notice to CITY of such termination. CITY shall have the option, in its complete discretion, to make Boyd’s termination effective at any time prior to the end of such period, provided CITY pays Boyd all compensation as set forth in Section 2.1 [Rate of Pay] then due and owing him through the last day actually worked.

4.3 No Notice for Expiration. Nothing in this Section 4 [Termination] shall be construed to require either party to give advance written notice for the Agreement to expire as set forth in Section 1.2 [Term].

4.4 Termination Obligations. Boyd agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to CITY and shall be returned promptly to CITY upon termination of Boyd’s employment. Boyd’s obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

5 Conflict of Interest

In accordance with Government Code Section 1126, during the period of his employment, Boyd shall not engage in any outside employment that is or may be
competitive with the CITY or might cause a conflict of interest with the CITY.

6  Expenses.

CITY agrees to pay job related and reasonable expenses incurred by Boyd in the course of his duties as Interim City Manager.


7.1 Recitals. The recitals, inclusive of all facts and representations, are incorporated into this Agreement as if set forth in the Operative Provisions.

7.2 Vehicle Operation. Boyd shall comply with CITY’s administrative policies regarding operation of a vehicle on official business. Boyd shall not receive an automobile allowance but shall be eligible for reimbursement for mileage when using his personal vehicle for CITY business in accordance with CITY policy.

7.3 Notices. All notices required under this Agreement shall be in writing and either given in person or delivered by first class mail with postage prepaid and addressed as follows:

City's Notice Address:

City of Citrus Heights
Attn: Mayor Steve Miller
6360 Fountain Square Drive
Citrus Heights, CA 95621

Interim City Manager Address:

Christopher Boyd
(Confidential address on file with Human Resources)

7.4 Indemnification. Subject to, in accordance with, and to the extent provided by the California Government Claims Act [Government Code Section 810 et seq.], CITY will indemnify, defend, and hold Boyd harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during Boyd’s tenure as Interim City Manager.

7.5 Bonding. CITY shall bear the full cost of any fidelity or other bonds required of the Interim City Manager under any law or ordinance.

7.6 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of Boyd’s appointment as Interim City Manager by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of Boyd
as Interim City Manager, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to Boyd and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

77 Amendments. This Agreement may not be amended except in a written document signed by Boyd, and approved by the City Council.

78 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

79 Assignment. Boyd shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to Boyd, assign its rights and obligations hereunder.

7:10 Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7:11 Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

7:12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in Sacramento County, State of California.

7:13 Interpretation. This Agreement shall be construed, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

7:14 Acknowledgment. Boyd acknowledges that he has had the opportunity to consult legal counsel regarding this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and Boyd has signed and executed this Agreement, as of the date first indicated above.
CITY OF CITRUS HEIGHTS

Steve Miller, Mayor

INTERIM CITY MANAGER

Christopher Boyd

APPROVED AS TO FORM:

Ryan Jones, City Attorney