

**CITY COUNCIL AGENDA**  
**CLOSED SESSION FOLLOWING**

**September 17, 2024**

**REGULAR SESSION - 6:00 P.M.**

**ANDERSON CITY HALL**  
1887 Howard Street  
**PARTICIPATION BY PUBLIC IN MEETING**

Please review the Agenda to determine if the subject you wish to discuss is scheduled for Council consideration. If it is on the Agenda, you will have an opportunity when that matter comes up for discussion to briefly address the Council.

If the subject is not on tonight's Agenda, please complete an Agenda Request Form (on Clerk's table) and present it to the City Council Clerk. You will have the opportunity to speak on the subject under Item 5.2. However, if the item is not on the Agenda, each speaker will be limited to one three (3) minute opportunity to speak, unless the City Council makes an exception due to special circumstances.

The Brown Act prohibits the Council from taking action on any item not placed on the printed Agenda in most cases.

The Brown Act requires any non-confidential documents or writings distributed to a majority of the City Council less than 72 hours before a regular meeting will be made available to members of the public at the same time they are distributed.

City Council meetings are televised and can be seen live on Cable Public Access Channel **181** (previously Channel 11) and on tape delay the following morning at 10:00 a.m. City Council meetings may also be viewed on the City's website at [www.ci.anderson.ca.us](http://www.ci.anderson.ca.us) by clicking on the TV icon on the Home Page.

In compliance with the Americans with Disabilities Act, the City of Anderson will make available to members of the public any special assistance necessary to participate in this meeting. The public should contact the City Clerk's office (378-6646) to make such a request. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with the Secretary of Agriculture, Washington, D.C. 20250.**

**REGULAR SESSION – 6:00 P.M.**

**1.0 ROLL CALL – COUNCIL:**

Councilmember Baugh  
Councilmember Gallagher  
Councilmember Gallier  
Vice-Mayor Hunt  
Mayor Neutze

- 2.0 INVOCATION** – Dr. Ron Yabut, Anderson Seventh Day Adventist Church, will give the invocation.
- 3.0 PLEDGE OF ALLEGIANCE** – Councilmember Susie Baugh.
- 4.0 STUDENT REPORTS** - A representative from the teen center will give an update on current activities.
- 4.3 PRESENTATIONS** – Cascade Union Elementary School District Superintendent Jason Provence will give a presentation on Measure I.
- 5.2 PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA** - This is the time to address public comments by any member of the public to the Council regarding an item not on the agenda. Each comment must be limited to 3 minutes or less and on an item within the City's subject matter jurisdiction. The Brown Act does not permit any action or discussion on items not listed on the agenda. Are there any public comments?

**CONSENT AGENDA**

- 6.0 CONSENT AGENDA** - *Consent Agenda items are expected to be routine and non-controversial. They will be acted upon by the Council at one time without discussion. Any member of the public, staff or City Council may request that an item be removed from the Consent Agenda for separate discussion. Are there any requests to remove any items from the Consent Agenda?*
- 6.1 MINUTES** - Approve the minutes of the regular meeting of September 3, 2024.
- 6.2 WARRANTS** – Receive and file warrant 32818 to 32870 in the amount of \$187,795.52; Receive and file ACH in the amount of \$56,051.06; Receive and file warrant 32871 to 32923 in the amount of \$84,867.16.
- 6.3 CITY ATTORNEY** - Approve the First Amendment to the Employment Agreement for City Manager Joey Forseth-Deshais.
- 6.5 CITY MANAGER** - Letter of opposition towards Assembly Bill 3093 (Ward)
- 6.6 FINANCE DIRECTOR** - Adopt a Resolution Amending the 2023-2024 Adopted Budget.

**END OF CONSENT CALENDAR**

- 6.11 **ITEMS (IF ANY) REMOVED FROM THE CONSENT CALENDAR** – *Items removed from the Consent Agenda for discussion will be treated as Regular Agenda items and any member of the public may request to address the Council on any such item as it comes up for discussion. Please provide your name and limit your remarks to 3 minutes or less.*

**ALL NOTICES WERE GIVEN ACCORDING TO LAW**

**PUBLIC HEARINGS**

- 7.0 **AMENDMENT TO CHAPTER 17.60 – USES PERMITTED WITH A RESIDENCE OR IN RESIDENTIAL DISTRICTS TO COMPLY WITH STATE OF CALIFORNIA'S GOVERNMENT CODE SECTION 66314**

**RECOMMENDED ACTION:**

1. Review the staff report and environmental determination.
2. Open the public hearing and consider public testimony.
3. After closing the public hearing, adopt the CEQA determination and approve an Ordinance (first reading) amending Chapters 17.60 of the Anderson Municipal Code regarding uses permitted with a residence or in a Residential District update and set for adoption (second reading) on October 1, 2024.

**REGULAR AGENDA**

- 8.0 **REGULAR AGENDA** – *Regular Agenda Items will be discussed individually and in order. Any member of the public may request to address the Council on an item as it comes up for discussion. Please provide your name and limit your remarks to 3 minutes or less.*

**CITY MANAGER**

- 8.3a **CONSIDER APPROVAL OF RESOLUTION DECLARING ANDERSON AS A “PARENT RIGHT TO KNOW” CITY**

**RECOMMENDED ACTION:**

1. Receive a Staff Report
2. Approve the Resolution Declaring Anderson as a “Parent Right to Know” City.

8.3b ROAD CLOSURES ASSOCIATED WITH THE FALL MARKET ON E. CENTER STREET

**RECOMMENDED ACTION:**

**Consider the approval of this one-day city road closure linked to the Fall Market activities.**

**PUBLIC WORKS**

8.9a PROFESSIONAL SERVICES AGREEMENT WITH PACE ENGINEERING FOR THE 2024 ARC FLASH STUDY

**RECOMMENDED ACTION:**

**Authorize the City Manager to execute a Professional Service Agreement with PACE Engineering for the 2024 Arc Flash Study.**

8.9b PROFESSIONAL SERVICES AGREEMENT WITH PACE ENGINEERING FOR THE 2024 MASTER WATER PLAN

**RECOMMENDED ACTION:**

**Authorize the City Manager to execute a Professional Service Agreement with PACE Engineering for the 2024 Master Water Plan.**

8.9c MCMURRY DRIVE REHABILITATION PROJECT – AUTHORIZATION TO AWARD

**RECOMMENDED ACTION:**

- 1. Award the McMurry Drive Rehabilitation Project contract to J.F. Shea Construction, Inc. for \$777,747.00.**
- 2. Authorize the City Manager to execute the contract upon receipt of the required insurance certificates, payment bond, and performance bond.**
- 3. Authorize the Public Works Director to approve change orders not to exceed 20% of the bid amount.**

11.0 **COUNCIL REPORTS/COMMENTS** – *City Councilmembers will report on attendance at conferences/meetings reimbursed at City expense (Requirement of Assembly Bill 1234.)*

12.0 **Public Comment on Closed Session Item(s):** *Anyone in the audience who wants to address the City Council on a subject which is listed under the Closed Session agenda is now invited to come to the podium. Please provide your name and the subject you wish to discuss. Please limit your remarks to 3 minutes or less.*



**The City Council will convene to Closed Session.**

**CLOSED SESSION**

C.S.1 **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Initiation of litigation pursuant to § 54956.9(c): (One case)

C.S.2 **PUBLIC EMPLOYEE PERFORMANCE EVALUTION**

(Gov't. Code Section 54957)

Title: City Manager

**The City Council will reconvene to Open Session.**

13.0 **CLOSED SESSION ANNOUNCEMENT:** The Mayor will announce the results of the Closed Session.

14.0 **ADJOURN - The City Council will adjourn to October 1, 2024.**

# DRAFT

## ANDERSON CITY COUNCIL MINUTES

**Regular Meeting  
September 3, 2024**

### **REGULAR SESSION**

The regular session was called to order at 6:00 p.m.

### **ROLL CALL**

Councilmembers present: Councilmember Baugh  
Councilmember Gallagher  
Councilmember Gallier  
Vice-Mayor Hunt  
Mayor Neutze

Also present: City Manager Joey Forseth-Deshais, City Attorney Collin Bogener, Police Chief Greg Baarts, Finance Director Cindy Wheeler and City Clerk Christy White.

### **INVOCATION**

Dr. Ron Yabut, Anderson Seventh Day Adventist Church, gave the invocation.

### **PLEDGE OF ALLEGIANCE**

Councilmember Dan Gallier led the Pledge of Allegiance.

### **PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA**

Butch Schaefer thanked Council and the City for their participation in the Nascar race and hauler parade.

Tessa Borquez gave Council a Film Commission update.

Steven J Peloza spoke to Council regarding a homeless cat camp in Anderson River Park.

### **CONSENT AGENDA**

By motion made, second (Gallagher/Gallier) and carried by a 5-0 vote, Council took the following action.

Approved the minutes of the September 3, 2024 regular meeting.

Received and filed warrant 32731 to 32771 in the amount of \$111,584.51; Received and filed ACH in the amount of \$56,305.77; Received and filed warrant 32772 to 32817 in the amount of \$248,661.99.

Enacted Ordinance No. 861 (second reading) amending 17.67.050 of the Anderson Municipal Code regulating retail delivery of medical marijuana within all zones in the city, as introduced on August 20, 2024 (first reading).

Approved a thank you letter for the Shasta 150 Race Series.

**Vote:** AYES: Councilmember Gallagher, Gallier, Baugh, Hunt and Mayor Neutze.  
NOES: None.  
ABSTAIN: None.  
ABSENT: None.

### **REGULAR AGENDA**

#### **CITY MANAGER**

#### **OFFICIAL VOTING DELEGATE TO LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE FOR 2024**

City Manager Joey Forseth-Deshais gave a staff report asking Council to choose a voting delegate and alternate for the Annual League of California Conference.

By motion made, seconded (Gallier/Baugh) and carried by a 5-0 vote Council voted to authorize Vice Mayor Hunt as the Voting Delegate and Mayor Neutze as the alternate.

**Vote:** AYES: Councilmembers Gallier, Baugh, Gallagher, Hunt and Mayor Neutze.  
NOES: None.  
ABSTAIN: None.  
ABSENT: None.

#### **FINANCE DIRECTOR**

#### **2022-2023 ANNUAL COMPREHENSIVE FINANCIAL REPORT**

Finance Director Cindy Wheeler gave a staff report and invited Francis Kuo of the Pun Group to give a presentation.

By motion made, seconded (Hunt/Baugh) and carried by a 5-0 vote Council voted to receive and file the annual financial report.

**Vote:** AYES: Councilmembers Hunt, Baugh, Gallagher, Gallier and Mayor Neutze.  
NOES: None.  
ABSTAIN: None.  
ABSENT: None.

**COUNCIL REPORTS/COMMENTS**

Councilmembers used this time to report on meetings and activities they participated in and to announce upcoming events.

**ADJOURNMENT**

**7:01p.m.: The City Council adjourned to September 17, 2024.**

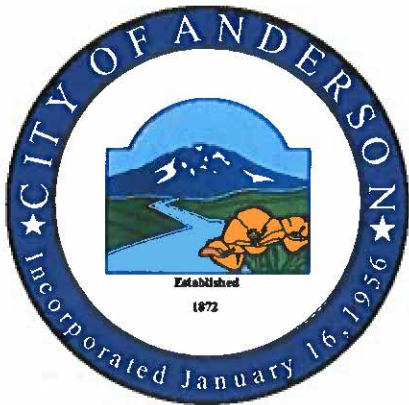
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Stan Neutze, Mayor

ATTEST:

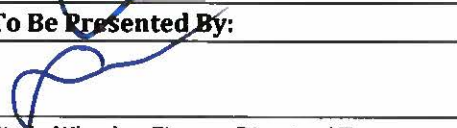
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Christy White, City Clerk



# AGENDA ITEM

**Sept 17, 2024, City Council Meeting**

|                                                                                    |
|------------------------------------------------------------------------------------|
| <b>Approved for Submittal By:</b>                                                  |
|  |
| Joey Forseth-Deshais, City Manager                                                 |
| <b>To Be Presented By:</b>                                                         |
|  |
| Cindy Wheeler, Finance Director/ Treasurer                                         |

To: Honorable Mayor and Members of the Anderson City Council  
Through: Joey Forseth-Deshais, City Manager  
From: Cindy Wheeler, Finance Director/Treasurer  
Date: September 17<sup>th</sup>, 2024

## **SUBJECT**

**Receive and File Weekly Warrant Registers.**

## **RECOMMENDATION**

Receive and file warrant 32818 to 32870 in the amount of \$187,795.52; Receive and file ACH in the amount of \$56,051.06; Receive and file warrant 32871 to 32923 in the amount of \$84,867.16.

## **ATTACHMENT**

Warrant Registers.



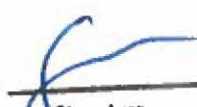
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| <b>VENDOR</b> | <b>NAME<br/>DESCRIPTION</b>                                | <b>CHECK<br/>DATE</b> | <b>CHECK<br/>NUMBER</b> | <b>CHECK<br/>AMOUNT</b> |
|---------------|------------------------------------------------------------|-----------------------|-------------------------|-------------------------|
| 000132        | ADAMS VIDEO PRODUCTIONS<br>PROFESSIONAL SERVICES           | 8/30/2024             | 32818                   | \$1,023.75              |
| 000243        | ALL CAR & TRUCK TOWING, LLC<br>PROFESSIONAL SERVICES       | 8/30/2024             | 32819                   | \$85.00                 |
| 000462        | ANDERSON WALKIN MEDICAL CLINIC<br>PROFESSIONAL SERVICES    | 8/30/2024             | 32820                   | \$150.00                |
| 000493        | ANTHEM BLUE CROSS LIFE AND HEA<br>HEALTH INS. PREMIUM-HUNT | 8/30/2024             | 32821                   | \$1,625.00              |
| 000609        | AT & T<br>PHONE CHARGES                                    | 8/30/2024             | 32822                   | \$95.67                 |
| 000615        | AT&T CALNET<br>PHONE CHARGES                               | 8/30/2024             | 32823                   | \$120.40                |
| 010004        | AWP SAFETY<br>SUPPLIES                                     | 8/30/2024             | 32824                   | \$940.42                |
| 012209        | ASHLEY BARNEY<br>KEY DEPOSIT REFUND                        | 8/30/2024             | 32825                   | \$10.00                 |
| 012213        | DAWN CHRISTENSEN<br>CLEANING DEPOSIT REFUND                | 8/30/2024             | 32826                   | \$350.00                |
| 002142        | CINTAS FIRST AID & SAFETY<br>SUPPLIES                      | 8/30/2024             | 32827                   | \$128.98                |
| 012210        | CYRANTECH<br>SUPPLIES                                      | 8/30/2024             | 32828                   | \$2,683.84              |
| 002796        | DAVID TAUSSIG & ASSOC., INC.<br>PROFESSIONAL SERVICES      | 8/30/2024             | 32829                   | \$2,564.80              |
| 002973        | DEPT OF JUSTICE<br>FINGERPRINT APPLICATION                 | 8/30/2024             | 32830                   | \$32.00                 |

| <b>VENDOR</b> | <b>NAME<br/>DESCRIPTION</b>                           | <b>CHECK<br/>DATE</b> | <b>CHECK<br/>NUMBER</b> | <b>CHECK<br/>AMOUNT</b> |
|---------------|-------------------------------------------------------|-----------------------|-------------------------|-------------------------|
| 003031        | DIESEL EMISSIONS SERVICE<br>PROFESSIONAL SVCS & PARTS | 8/30/2024             | 32831                   | \$13,654.83             |
| 003312        | THE ED JONES CO.,INC<br>SUPPLIES                      | 8/30/2024             | 32832                   | \$278.18                |
| 003423        | ENERPOWER<br>UTILITIES                                | 8/30/2024             | 32833                   | \$10,880.00             |
|               | VOID CHECK                                            | 8/30/2024             | 32834                   |                         |
| 003534        | EWING<br>SUPPLIES                                     | 8/30/2024             | 32835                   | \$418.30                |
| 003590        | FASTENERS INC.<br>SUPPLIES                            | 8/30/2024             | 32836                   | \$1,222.62              |
| 003618        | FERGUSON WATERWORKS #1423<br>SUPPLIES                 | 8/30/2024             | 32837                   | \$11,571.78             |
| 003700        | MEREDITH FISHER<br>KEY DEPOSIT REFUND                 | 8/30/2024             | 32838                   | \$10.00                 |
| 012207        | APRIL FLATTO<br>CLEANING DEPOSIT REFUND               | 8/30/2024             | 32839                   | \$350.00                |
| 004205        | GOODYEAR COMMERCIAL TIRE<br>PROFESSIONAL SVCS & PARTS | 8/30/2024             | 32840                   | \$1,599.38              |
| 004592        | HAVEN HUMANE SOCIETY<br>ANIMAL REGULATION SERVICES    | 8/30/2024             | 32841                   | \$163.73                |
| 012214        | KRAIG HEMINGER<br>BUILDING PERMIT REFUND              | 8/30/2024             | 32842                   | \$20.66                 |
| 005169        | J & T CONSULTING, INC.<br>PROFESSIONAL SERVICES       | 8/30/2024             | 32843                   | \$1,930.00              |
| 005172        | J.F. SHEA CONSTRUCTION, INC.<br>MATERIALS             | 8/30/2024             | 32844                   | \$1,056.84              |

| <b>VENDOR</b> | <b>NAME<br/>DESCRIPTION</b>                             | <b>CHECK<br/>DATE</b> | <b>CHECK<br/>NUMBER</b> | <b>CHECK<br/>AMOUNT</b> |
|---------------|---------------------------------------------------------|-----------------------|-------------------------|-------------------------|
| 005445        | K & S STAFFING SOLUTIONS, INC.<br>PROFESSIONAL SERVICES | 8/30/2024             | 32845                   | \$322.40                |
| 005889        | LAUNDRY WORLD<br>PROFESSIONAL SERVICES                  | 8/30/2024             | 32846                   | \$4,273.97              |
| 006153        | LOUCKS LANDSCAPE SUPPLY<br>MATERIALS                    | 8/30/2024             | 32847                   | \$257.40                |
| 012206        | BRITTNEY MILLER<br>PARK RENTAL REFUND                   | 8/30/2024             | 32848                   | \$100.00                |
| 012205        | LISA MORENO<br>CLEANING DEPOSIT REFUND                  | 8/30/2024             | 32849                   | \$350.00                |
| 007134        | N.C.G.T. TRUST FUND<br>HEALTH INSURANCE PREMIUM         | 8/30/2024             | 32850                   | \$108,702.00            |
| 007348        | NORMAC<br>SUPPLIES                                      | 8/30/2024             | 32851                   | \$163.61                |
| 007443        | NUTRIEN AG SOLUTIONS<br>SUPPLIES                        | 8/30/2024             | 32852                   | \$1,190.48              |
| 007493        | ODP BUSINESS SOLUTIONS, LLC<br>OFFICE SUPPLIES          | 8/30/2024             | 32853                   | \$522.44                |
| 007618        | PACE SUPPLY CORP.<br>SUPPLIES                           | 8/30/2024             | 32854                   | \$1,999.23              |
| 007669        | PAPE MACHINERY<br>PROFESSIONAL SVCS & PARTS             | 8/30/2024             | 32855                   | \$806.38                |
| 007879        | PH&S PRODUCTS, LLC<br>SUPPLIES                          | 8/30/2024             | 32856                   | \$3,320.00              |
| 011795        | PLATINUM HOME & AUTO GLASS<br>PROFESSIONAL SVCS & PARTS | 8/30/2024             | 32857                   | \$313.00                |
| 012215        | PREMIER SOLAR<br>BUILDING PERMIT FEE REFUND             | 8/30/2024             | 32858                   | \$120.50                |

| VENDOR | NAME<br>DESCRIPTION                                        | CHECK<br>DATE | CHECK<br>NUMBER | CHECK<br>AMOUNT     |
|--------|------------------------------------------------------------|---------------|-----------------|---------------------|
| 012211 | JESSE RODEN<br>CLEANING DEPOSIT REFUND                     | 8/30/2024     | 32859           | \$350.00            |
| 009256 | SCP DISTRIBUTORS, LLC<br>SUPPLIES                          | 8/30/2024     | 32860           | \$1,766.46          |
| 012212 | CAITLYN SHORT<br>RENTAL FEE REUND                          | 8/30/2024     | 32861           | \$47.50             |
| 012208 | TERESA SKINNER<br>FACILITY RENTAL REFUND                   | 8/30/2024     | 32862           | \$395.00            |
| 009707 | SLAKEY BROTHERS, INC<br>SUPPLIES                           | 8/30/2024     | 32863           | \$1,173.03          |
| 010075 | STIMPEL WIEBELHAUS ASSOCIATES,<br>MATERIALS                | 8/30/2024     | 32864           | \$2,348.03          |
| 010212 | SW MAINTENANCE CORP.<br>PROFESSIONAL SERVICES              | 8/30/2024     | 32865           | \$375.00            |
| 010255 | T AND S DVBE, INC.<br>SUPPLIES                             | 8/30/2024     | 32866           | \$2,569.63          |
| 010360 | TEXAS LIFE INSURANCE COMPANY<br>INSURANCE PREMIUM-AUG 24   | 8/30/2024     | 32867           | \$820.38            |
| 012204 | SANDRA THOMAS<br>KEY DEPOSIT REFUND                        | 8/30/2024     | 32868           | \$10.00             |
| 010732 | UPS<br>SHIPPING CHARGES                                    | 8/30/2024     | 32869           | \$32.90             |
| 010873 | VERITONE<br>CONTRACT APPLICATION: 25 USERS                 | 8/30/2024     | 32870           | \$2,500.00          |
|        | 8/20/24 ACH PERS \$56,051.06<br>FOR PAYROLL ENDING 8/16/24 |               |                 |                     |
|        |                                                            |               |                 | <b>\$187,795.52</b> |


  
 Signature Date

## CHECK REGISTER

| VENDOR | NAME<br>DESCRIPTION                                        | CHECK<br>DATE | CHECK<br>NUMBER | CHECK<br>AMOUNT |
|--------|------------------------------------------------------------|---------------|-----------------|-----------------|
| 012192 | ALHAMBRA<br>DRINKING WATER                                 | 9/6/2024      | 32871           | \$202.16        |
| 000323 | AMERICAN FIDELITY ASSURANCE CO<br>CAFETERIA 125 PE 8/30/24 | 9/6/2024      | 32872           | \$399.98        |
| 000349 | AMERICAN TOWER CORPORATION<br>MONTHLY TOWER RENT           | 9/6/2024      | 32873           | \$975.00        |
| 000457 | ANDERSON UNION HIGH SCHOOL<br>POOL SUPPLIES 2024           | 9/6/2024      | 32874           | \$3,645.51      |
| 000585 | ASBURY ENVIRONMENTAL SERVICES<br>PROFESSIONAL SERVICES     | 9/6/2024      | 32875           | \$102.00        |
| 000945 | BEACON FIRE ALARM & SECURITY,<br>PROFESSIONAL SERVICES     | 9/6/2024      | 32876           | \$110.00        |
| 001086 | BEST BEST & KRIEGER<br>PROFESSIONAL SERVICES               | 9/6/2024      | 32877           | \$16,473.72     |
| 001224 | STEPHEN BLUNK<br>CELL PHONE REIMBURSEMENT                  | 9/6/2024      | 32878           | \$75.00         |
| 001536 | BULLERT INDUSTRIAL ELEC, INC.<br>PROFESSIONAL SERVICES     | 9/6/2024      | 32879           | \$980.00        |
| 011927 | CALIFORNIA STATE LANDS COMMISS<br>WASTEWATER OUTFALL LEASE | 9/6/2024      | 32880           | \$46.74         |
| 001754 | CALIFORNIA VISION SERVICE<br>INSURANCE PREMIUM             | 9/6/2024      | 32881           | \$119.50        |
| 002165 | CITY OF REDDING<br>2024 STORM DRAIN SERV. CHARGE           | 9/6/2024      | 32882           | \$13.73         |
| 012221 | DABELLA<br>REIMBURSEMENT- BLDG PERMIT                      | 9/6/2024      | 32883           | \$177.66        |

| <b>VENDOR</b> | <b>NAME<br/>DESCRIPTION</b>                                                   | <b>CHECK<br/>DATE</b> | <b>CHECK<br/>NUMBER</b> | <b>CHECK<br/>AMOUNT</b> |
|---------------|-------------------------------------------------------------------------------|-----------------------|-------------------------|-------------------------|
| 002974        | DEPT OF PESTICIDE REGULATION<br>CERTIFICATION RENEWAL-COATES                  | 9/6/2024              | 32884                   | \$140.00                |
| 003590        | FASTENERS INC.<br>SUPPLIES                                                    | 9/6/2024              | 32885                   | \$591.53                |
| 003618        | FERGUSON WATERWORKS #1423<br>SUPPLIES                                         | 9/6/2024              | 32886                   | \$1,462.35              |
| 011976        | JOEY FORSETH-DESHAIS<br>CELL PHONE REIMBURSEMENT                              | 9/6/2024              | 32887                   | \$75.00                 |
| 011883        | ADAM FROEBER<br>CELL PHONE REIMBURSEMENT                                      | 9/6/2024              | 32888                   | \$75.00                 |
| 004096        | GILES LOCK & SECURITY SYSTEMS,<br>SUPPLIES                                    | 9/6/2024              | 32889                   | \$305.92                |
| 004351        | GUITONS POOL CENTER<br>SUPPLIES                                               | 9/6/2024              | 32890                   | \$328.19                |
| 004592        | HAVEN HUMANE SOCIETY<br>ANIMAL REGULATION SERVICES                            | 9/6/2024              | 32891                   | \$9,068.60              |
| 004823        | HINDERLITER DE LLAMAS & ASSOC<br>SALES TAX SVCS/AUDIT/TRANS TAX JUL-SEPT 2024 | 9/6/2024              | 32892                   | \$4,699.71              |
| 005076        | IBM CORPORATION<br>PROFESSIONAL SERVICES                                      | 9/6/2024              | 32893                   | \$99.00                 |
| 005111        | INLAND BUSINESS MACHINES, INC<br>MONTHLY LEASE                                | 9/6/2024              | 32894                   | \$271.53                |
| 005401        | NICHOLAS JONES<br>CELL PHONE REIMBURSEMENT                                    | 9/6/2024              | 32895                   | \$75.00                 |
| 005445        | K & S STAFFING SOLUTIONS, INC.<br>PROFESSIONAL SERVICES                       | 9/6/2024              | 32896                   | \$297.60                |
| 006153        | LOUCKS LANDSCAPE SUPPLY<br>MATERIALS                                          | 9/6/2024              | 32897                   | \$544.79                |

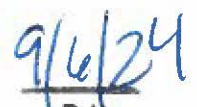
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|---------------|---------------------------------------------------|-----------------------|-------------------------|-------------------------|
| 006643        | MCMASTER-CARR SUPPLY CO.<br>SUPPLIES              | 9/6/2024              | 32898                   | \$252.61                |
| 006723        | DARREN MENDOZA<br>PER DIEM-TRAINING               | 9/6/2024              | 32899                   | \$762.00                |
| 011792        | MISSIONSQUARE-302204<br>PLAN # 302204 P/E 8/30/24 | 9/6/2024              | 32900                   | \$4,310.00              |
| 007118        | MUTUAL OF OMAHA<br>INSURANCE PREMIUM-SEPT 24      | 9/6/2024              | 32901                   | \$1,220.78              |
| 007348        | NORMAC<br>SUPPLIES                                | 9/6/2024              | 32902                   | \$733.64                |
| 007394        | NORTHERN CALIF. GLOVES<br>SUPPLIES                | 9/6/2024              | 32903                   | \$153.08                |
| 007477        | OBSIDIAN IT<br>PROFESSIONAL SERVICES              | 9/6/2024              | 32904                   | \$4,881.97              |
| 007493        | ODP BUSINESS SOLUTIONS, LLC<br>OFFICE SUPPLIES    | 9/6/2024              | 32905                   | \$166.01                |
| 007618        | PACE SUPPLY CORP.<br>SUPPLIES                     | 9/6/2024              | 32906                   | \$25,385.47             |
| 007750        | PAYLESS BUILDING SUPPLY<br>MATERIALS              | 9/6/2024              | 32907                   | \$202.52                |
| 007967        | PLATT<br>SUPPLIES                                 | 9/6/2024              | 32908                   | \$229.34                |
| 012219        | SHAWNA REYNOLDS<br>RECREATION REFUND              | 9/6/2024              | 32909                   | \$50.00                 |
| 009256        | SCP DISTRIBUTORS, LLC<br>SUPPLES                  | 9/6/2024              | 32910                   | \$105.48                |
| 010075        | STIMPEL WIEBELHAUS ASSOCIATES,<br>MATERIALS       | 9/6/2024              | 32911                   | \$1,234.18              |

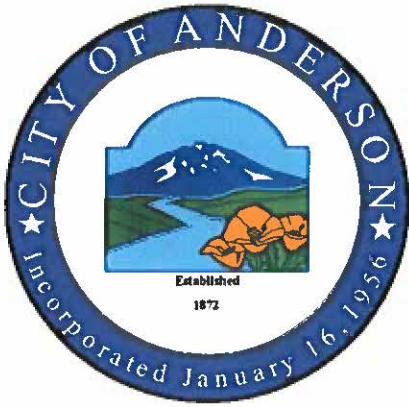


| VENDOR | NAME<br>DESCRIPTION                                           | CHECK<br>DATE | CHECK<br>NUMBER | CHECK<br>AMOUNT |
|--------|---------------------------------------------------------------|---------------|-----------------|-----------------|
| 010134 | STROUP'S POWER EQUIP INC<br>SUPPLIES                          | 9/6/2024      | 32912           | \$35.36         |
| 010518 | TOMASINI BLACKSMITHING & WELDI<br>SUPPLIES                    | 9/6/2024      | 32913           | \$282.63        |
| 010696 | UNDERGROUND SERVICE ALERT OF N<br>2024-2025 CA STATE REG FEES | 9/6/2024      | 32914           | \$392.47        |
| 010732 | UPS<br>SHIPPING CHARGES                                       | 9/6/2024      | 32915           | \$172.35        |
| 010749 | US BANK VOYAGER FLEET SYSTEMS<br>FUEL CHARGES                 | 9/6/2024      | 32916           | \$959.41        |
| 010918 | VIRTUAL PROJECT MANAGER<br>PROFESSIONAL SERVICES              | 9/6/2024      | 32917           | \$1,250.00      |
| 011245 | CINDY WHEELER<br>CELL PHONE REIMBURSEMENT                     | 9/6/2024      | 32918           | \$75.00         |
| 011858 | ADAM WHELEN<br>CELL PHONE REIMBURSEMENT                       | 9/6/2024      | 32919           | \$75.00         |
| 011260 | CHRISTY WHITE<br>REIMBURSEMENT                                | 9/6/2024      | 32920           | \$82.64         |
| 011260 | CHRISTY WHITE<br>CELL PHONE REIMBURSEMENT                     | 9/6/2024      | 32921           | \$75.00         |
| 011305 | PETER WICKENHEISER<br>CELL PHONE REIMBURSEMENT                | 9/6/2024      | 32922           | \$75.00         |
| 011997 | BRUCE YARNELL<br>CLEANING DEPOSIT REFUND                      | 9/6/2024      | 32923           | \$350.00        |

**\$84,867.16**

  
Signature

  
Date



## AGENDA ITEM

**September 17, 2024, City Council Meeting**

|                                                                                    |
|------------------------------------------------------------------------------------|
| <b>Approved for Submittal By:</b>                                                  |
|  |
| Joey Forseth-Deshais, City Manager                                                 |
| <b>To Be Presented By:</b>                                                         |
|  |
| Collin Bogener, City Attorney                                                      |

To: Honorable Mayor and Members of the Anderson City Council

Through: Joey Forseth-Deshais, City Manager

From: Collin Bogener, City Attorney

Date: September 17, 2024

### **SUBJECT**

**Approve First Amendment to Employment Agreement for City Manager Joey Forseth Deshais**

### **RECOMMENDATION**

Approve the First Amendment to the Employment Agreement for City Manager Joey Forseth-Deshais

### **FISCAL IMPACT**

This amendment will save the City \$12,834, which may be deferred to 2025 depending on the fiscal status of the City.

### **DISCUSSION and BACKGROUND**

On or around January 1, 2024, the City Council approved an employment agreement for Joey Forseth- Deshais to act as City Manager for the City of Anderson. Section 4 of that employment agreement set forth the compensation to be received by Forseth-Deshais during his first year of employment, which included three (3) automatic pay increases following quarterly performance evaluations, with the final increase to occur at the 9-month mark of the employment.

Mr. Forseth-Deshais and the City seek to amend the employment agreement to defer the 9-month increase in effort to ensure fiscal responsibility for the City, and to reconsider the City Manager compensation in 2025.

|                   |
|-------------------|
| <b>ATTACHMENT</b> |
|-------------------|

First Amendment to Employment Agreement for City Manager Joey Forseth-Deshais

## **FIRST AMENDMENT TO EMPLOYMENT AGREEMENT**

This First Amendment to Employment Agreement ("First Amendment"), is made and entered into on September 17, 2024, by and between the City of Anderson (the "City"), and Joey Forseth-Deshais ("Forseth-Deshais").

### **RECITALS**

**WHEREAS**, on or around January 1, 2024, the City Council approved an employment agreement for Joey Forseth- Deshais to act as City Manager for the City of Anderson; and

**WHEREAS**, Section 4 of that employment agreement set forth the compensation to be received by Forseth-Deshais during his first year of employment, which included three (3) automatic pay increases following quarterly performance evaluations, with the final increase to occur at the 9-month mark of the employment; and

**WHEREAS**, Forseth-Deshais and the City seek to amend the employment agreement to defer the 9-month increase in effort to ensure fiscal responsibility for the City, and to reconsider the City Manager compensation in 2025.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the recitals contained herein, the Parties mutually agree to amend the Original Agreement to state the following:

#### **Section 4: Compensation**

**4.1     Salary:** Forseth-Deshais's salary shall be \$219,877.00 gross per year, which is equivalent to \$18,323.08 gross per month, subject to all appropriate deductions and withholdings and payable in bi-weekly installments at the same time and by the same methods as other City employees are regularly paid. Following quarterly performance evaluations set forth in Section 5.1, upon approval of the City Council, Forseth-Deshais will be increased a step level on the City Manager Salary Schedule, which is set forth as follows:

|         |              |                                                         |
|---------|--------------|---------------------------------------------------------|
| Step 4- | \$219,877.00 | Date of Hire                                            |
| Step 5- | \$231,462.00 | Following 3-month evaluation.                           |
| Step 6- | \$243,651.00 | Following 6-month evaluation.                           |
| Step 7- | \$256,485.00 | In the City Council's discretion after January 1, 2025. |

All of the terms and conditions not specifically modified or amended by this First Amendment shall remain in full force and effect.

**IN WITNESS WHEREOF**, the City Council of the City of Anderson has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Council Clerk,

and Forseth-Deshais has signed and executed this Agreement, both in duplicate, the day and year first above written.

---

Stan Neutze,  
Mayor

---

Joey Forseth-Deshais,  
Employee

ATTEST:

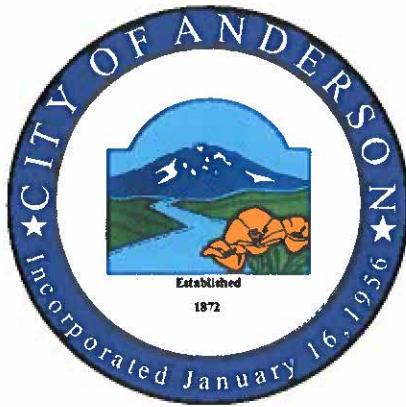
APPROVED AS TO FORM:

---

Christy White,  
City Clerk

---

Collin Bogener,  
City Attorney



# AGENDA ITEM

September 17, 2024 City Council Meeting

Approved for Submittal By:

Joey Forseth- Deshais, City Manager

To Be Presented By:

Joey Forseth-Deshaies, City Manager

To: Honorable Mayor and Members of the Anderson City Council

From: Joey Forseth- Deshais, City Manager

Date: September 17, 2024

## SUBJECT

Letter of opposition towards Assembly Bill 3093 (Ward)

## RECOMMENDATION

Staff recommends the City Council send the letter of opposition towards AB 3093 (Ward)  
Land use: housing element: streamlined multifamily housing.

## FISCAL IMPACT

This action has no fiscal impact.

## DISCUSSION and BACKGROUND

AB 3093 adds two new income categories to the Regional Housing Needs Assessment (RHNA) framework: acutely low-income (ALI) and extremely low-income (ELI). While these new categories are intended to help assess the needs of homeless residents, they fall within the existing very low-income category, which already accounts for the needs of individuals in our cities earning between 0% and 50% of the area median income.

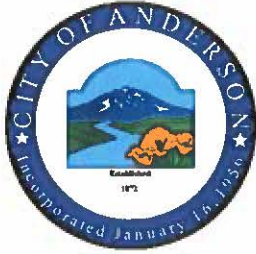
The City of Anderson is concerned that this will only lead to duplicating planning efforts since existing housing element law already requires cities to analyze the special housing needs of homeless residents and assist in developing adequate housing to meet the needs of extremely low-income households. Housing element law also requires cities to identify



sites and encourage the development of various housing, including supportive housing and transitional housing. Through these processes, cities are doing more than ever to plan for the needs of unhoused residents in their communities. The assembly bill is currently being presented to Governor Newsom, and further takes away local control. The draft letter of opposition for AB 3093 recommends veto of the assembly bill.

|                    |
|--------------------|
| <b>ATTACHMENTS</b> |
|--------------------|

1. Letter of Opposition AB 3093 (Ward)



September 17, 2024

The Honorable Gavin Newsom  
Governor, State of California  
1021 O Street, Suite 9000  
Sacramento, CA 95814

**RE: AB 3093 (Ward) Land use: housing element: streamlined multifamily housing.**  
**Request for VETO**

Dear Governor Newsom,

The City of Anderson, respectfully requests a veto on AB 3093 (Ward), which would require local governments to account for the housing needs of people experiencing homelessness in their housing elements without funding to develop the plans, implement strategies, or support the construction of affordable housing.

The City of Anderson, appreciates recent amendments that clarify the obligations of this measure. However, AB 3093 still adds new duplicative and costly requirements at a time when the state budget includes more than \$1 billion in cuts to affordable housing programs.

Specifically, AB 3093 adds two new income categories to the Regional Housing Needs Assessment (RHNA) framework: acutely low-income (ALI) and extremely low-income (ELI). While these new categories are intended to help assess the needs of homeless residents, they fall within the existing very low-income category, which already accounts for the needs of individuals in our cities earning between 0% and 50% of the area median income.

The City of Anderson is concerned that this will only lead to duplicating planning efforts since existing housing element law already requires cities to analyze the special housing needs of homeless residents and assist in developing adequate housing to meet the needs of extremely low-income households. Housing element law also requires cities to identify sites and encourage the development of various housing, including supportive housing and transitional housing. Through these processes, cities are doing more than ever to plan for the needs of unhoused residents in their communities.

Cities across California are planning and approving millions of new homes at all income levels despite new bills introduced every year that have changed the rules mid-stream, significantly altering cities' housing element certification process. These complex, multiyear housing plans are laborious, time-consuming, and costly. With many cities still



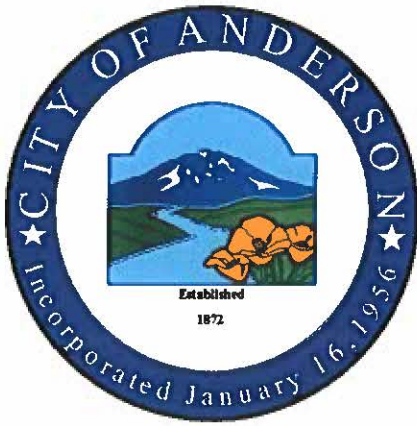
navigating the state's certification process for the sixth cycle, now is not the time to create new vague requirements that will only further these delays in certification.

For these reasons, the City of Anderson requests your **veto on AB 3093** and looks forward to working together to bolster local government efforts to support our most vulnerable residents.

Sincerely,

STAN NEUTZE  
MAYOR  
CITY OF ANDERSON

cc: The Honorable Chris Ward



# AGENDA ITEM

**September 17, 2024, City Council Meeting**

**Approved for Submittal By:**

Joey Forseth-Deshais, City Manager

**To Be Presented By:**

Cindy Wheeler, Finance Director

To: Honorable Mayor and Members of the Anderson City Council

Through: Joey Forseth-Deshais, City Manager

From: Cindy Wheeler, Finance Director

Date: September 17, 2024

## **SUBJECT**

**Amendments to the 2023-2024 Adopted Budget**

## **RECOMMENDATION**

The Finance Director recommends that the City Council:

**Adopt a Resolution Amending the 2023-2024 Adopted Budget**

## **FISCAL IMPACT**

These are budget clean up items with no direct fiscal impact.

## **DISCUSSION and BACKGROUND**

The Finance Department, as part of the year-end closing process, reviews the budget for any necessary adjustments.

## **ATTACHMENTS**

1. Resolution Amending the 2023-2024 Adopted Budget

**Resolution No. 24-\_\_**

**A Resolution of the City Council of the City of Anderson  
Amending the 2023-2024 Fiscal Year Budget**

**WHEREAS**, the City Council of the City of Anderson has reviewed a request to amend the 2023-2024 fiscal year budget to make closing adjustments for several funds; and

**WHEREAS**, the City Council agrees that the changes are needed and now wishes to amend the budget for the 2023-2024 fiscal year.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the City Council of the City of Anderson, amends the 2023-2024 fiscal year budget as identified in Exhibit "A" to this resolution.

**PASSED AND ADOPTED** by the City Council of the City of Anderson on this 17<sup>th</sup> day of September 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Stan Neutze, Mayor

ATTEST:

\_\_\_\_\_  
Christy White, City Clerk

# 2023/2024 Budget Cleanup Amendment

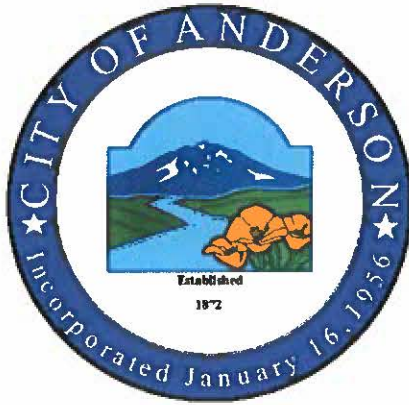
Attachment "A"

| Account           |                                                    | Current Budget | Change  | New Budget | Reason for Change                                              |
|-------------------|----------------------------------------------------|----------------|---------|------------|----------------------------------------------------------------|
| 001-0000-4400.000 | Property Tax                                       | 1,144,047      | 145,500 | 1,289,547  | Received Increased Property Tax Revenue.                       |
| 001-0000-4440.000 | Business Licenses                                  | 65,470         | 6,600   | 72,070     | Increase in New Business License Applications                  |
| 001-0000-4850.000 | Other Revenue                                      | 15,696         | 65,000  | 80,696     | LRSP Project & other reimbursements                            |
| 001-2013-5400.000 | Professional Services - Finance                    | 6,000          | 30,000  | 36,000     | Increased Auditing Expenses due to new GASB Standards          |
| 001-3126-5101.000 | Salaries - APD                                     | 3,062,270      | 284,435 | 3,346,705  | Increase in Law Enforcement personnel and emergency responses. |
| 001-3126-5101.112 | Salaries OT - APD                                  | 315,501        | 152,000 | 467,501    | Increase in Law Enforcement personnel and emergency responses. |
| 001-3126-5350.000 | Communications - APD                               | 31,500         | 31,005  | 62,505     | New Radio Compliance Standards                                 |
| 001-3126-5730.000 | Machinery & Equipment                              | 50,000         | 178,000 | 228,000    | Annual Communications Lease                                    |
| 001-6060-5310.000 | Special Departmental Expenses - Recreation         | 13,000         | 72,600  | 85,600     | Increased Expenditures for Recreation & Events                 |
| 001-6161-5310.000 | Special Departmental Expenses - Parks              | 17,000         | 120,000 | 137,000    | Increased Expenditures to maintain Parks                       |
| 105-0000-4850.000 | Other Revenues                                     | -              | 324,146 | 324,146    | Reimbursement (SRTA) Pavement projects.                        |
| 105-4244-5721.073 | 2022 Cape Seal Project                             | -              | 345,697 | 345,697    | To adjust budget for 2022 Cape Seal Project.                   |
| 105-4244-5530.002 | Public Works Chargeouts/Landscaping                | 374,244        | 249,047 | 623,291    | Increased expenses for Public Works/Landscaping.               |
| 106-4145-5721.010 | Utilities - Street Lighting                        | 68,000         | 21,578  | 89,578     | Additional utility costs.                                      |
| 117-0000-4663.000 | COPS Grants                                        | -              | 47,614  | 47,614     | Adjust for OTS Grant Revenues                                  |
| 117-0000-4699.000 | Other Grants                                       | -              | 127,593 | 127,593    | Adjust for Other Grant Revenues                                |
| 117-0000-4850.000 | Other Revenues                                     | -              | 500,000 | 500,000    | Adjust for Other Revenues - Zogg Fire                          |
| 156-0000-5900.000 | Operating Transfers - ARPA 2021                    | -              | 225,917 | 225,917    | American Rescue Plan Act Expenses for ARP Improvements         |
| 156-5495-5723.000 | ARPA 2021 - Amphitheater Renovation/PW Bldg - Park | -              | 122,045 | 122,045    | Expenses for Amphitheater Renovation& Public Works Bldg @ Park |
| 156-5495-5725.050 | ARPA 2021 - Shade Structures                       | -              | 103,642 | 103,642    | Expenses for Shade Structures                                  |
| 161-6060-5400.000 | Professional Services - Mosquito Serenade          | 87,000         | 120,868 | 207,868    | Additional Expense for 2023 Mosquito Serenade Concerts.        |
| 660-4171-5360.000 | Utilities - Water Fund                             | 250,000        | 161,500 | 411,500    | Increased Utility Expenses for Water Fund                      |
| 660-4171-5400.000 | Professional Service - Water Fund                  | 50,000         | 53,908  | 103,908    | Increased Need for Professional Services in Water Fund         |
| 665-4381-5360.000 | Utilities - Wastewater                             | 5,330          | 871     | 6,201      | Increased Utility Expenses for Wastewater Fund                 |
| 665-4382-5360.000 | Utilities - Sewer Fund                             | 235,600        | 150,000 | 385,600    | Increased Utility Expenses @ Wastewater Treatment Plant.       |
| 665-6161-5360.000 | Utilities - Sewer/Parks                            | 2,945          | 7,861   | 10,806     | Increased Utility Expenses                                     |
| 770-4141-5400.000 | Professional Services - Public Works               | 12,000         | 48,064  | 60,064     | Increase Professional Services for Public Works Maintenance    |
| 770-4141-5490.000 | Miscellaneous Expenses - Public Works              | 1,500          | 15,798  | 17,298     | Increase in Expenses for Public Works                          |
| 771-4149-5360.000 | Utilities - Fleet Maintenance                      | -              | 3,440   | 3,440      | Increased Utility Costs.                                       |

**2023/2024 Budget Cleanup Amendment**

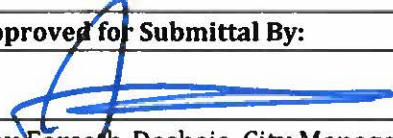
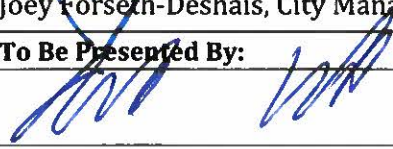
Attachment "A"

| Account           |                                        | Current<br>Budget | Change  | New<br>Budget | Reason for Change                            |
|-------------------|----------------------------------------|-------------------|---------|---------------|----------------------------------------------|
| 774-2018-5310.000 | Special Department Expenses - Computer | 12,075            | 14,975  | 27,050        | Adjust for Increase Computer and IT expenses |
| 774-2018-5400.000 | Professional Services - Computer       | 50,000            | 74,093  | 124,093       | Adjust for New Software Needs for City IT.   |
| 776-2016-5420.000 | Liability Insurance                    | 272,000           | 362,832 | 634,832       | Increase in Liability Insurance Costs        |



# AGENDA ITEM

**September 17, 2024, City Council Meeting**

|                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------|
| <b>Approved for Submittal By:</b>                                                                                           |
| <br>Joey Forseth-Deshais, City Manager    |
| <b>To Be Presented By:</b>                                                                                                  |
| <br>Adam Whelen, Director of Public Works |

To: Honorable Mayor and Members of the Anderson City Council  
Through: Joey Forseth-Deshais, City Manager  
From: Adam Whelen, Director of Public Works  
Date: September 17, 2024

## **SUBJECT**

**Amendment to Chapter 17.60 – Uses Permitted with a Residence or in Residential Districts to Comply with State of California’s Government Code Section 66314**

## **RECOMMENDATION**

1. Review the staff report and environmental determination.
2. Open the public hearing and consider public testimony.
3. After closing the public hearing, adopt the CEQA determination and approve an Ordinance (first reading) amending Chapters 17.60 of the Anderson Municipal Code regarding uses permitted with a residence or in a Residential District update and set for adoption (second reading) on October 1, 2024.

## **FISCAL IMPACT**

There is no fiscal impact.

## **DISCUSSION and BACKGROUND**

Chapter 17.60 outlines the permitted uses within residential districts, including the conditions for accessory dwelling units (ADUs).

In recent years, the State of California has introduced multiple legislative measures aimed at addressing the ongoing housing crisis. One of the key pieces of legislation is Section



66314, which establishes guidelines for local jurisdictions to facilitate and regulate ADU development. The intent behind this law is to promote the creation of additional housing options in residential areas while ensuring that local ordinances align with state law.

Our goal is to ensure that the City's regulations comply with these state requirements, supporting the development of ADUs while preserving the character of our community and addressing local housing needs.

#### **ENVIRONMENTAL DETERMINATION**

The City of Anderson finds that this Ordinance is not a "project" according to the definition outlined in the California Environmental Quality Act ("CEQA"), and, pursuant to CEQA Guidelines sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment), the adoption of this ordinance is therefore not subject to the provisions requiring environmental review.

#### **ATTACHMENTS**

- A. Planning Commission Resolution Recommending Amendment
- B. Draft Ordinance
- C. Redline Code Sections Amendments



**RESOLUTION NO. PC 24-09**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ANDERSON, CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING SECTION 17.60.030 (ACCESSORY RESIDENTIAL DWELLING UNITS) OF CHAPTER 17.60 (USES PERMITTED WITH A RESIDENCE OR IN RESIDENTIAL DISTRICTS), OF TITLE 17 (ZONING) TO UPDATE REQUIREMENTS FOR ACCESSORY DWELLING UNITS IN THE CITY OF ANDERSON**

**WHEREAS**, in November of 2017, the City of Anderson enacted Ordinance No. 814 to include Section 17.60.030 – Accessory Residential Dwelling Units, intended to meet housing needs by providing additional housing options for family members, students, the elderly, in-home health care providers, the disabled, veterans and others; and to comply with the requirements of California Government Code; and

**WHEREAS**, since the inclusion of Section 17.60.030 in 2017, the State of California has enacted additional laws and amended existing laws to further define development standards and requirements intended to expand the potential for property owners to include Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) on residential properties; and

**WHEREAS**, in March of 2024, the California Legislature enacted Senate Bill 477 as an urgency measure to relocate and consolidate the State's Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) regulations to a new location of the Government Code which requires all cross-references to former Government Code sections to be updated; and

**WHEREAS**, the current 2019-2028 Housing Element Program HE.1.2 requires that the City amend its Zoning Ordinance to comply with all state law pertaining to Accessory Dwelling Units; and

**WHEREAS**, City staff have reviewed Chapter 17.60 of the Zoning Ordinance of the City of Anderson, and have determined that Section 17.60.030 is no longer in compliance with state law pertaining to Accessory Dwelling Units (ADUs); and

**WHEREAS**, on August 26, 2024, the Planning Commission held a duly noticed public hearing to consider the staff report, recommendation by staff, and public testimony concerning this Ordinance. Following the public hearing, the Planning Commission voted to forward the Ordinance to the City Council with a recommendation in favor of its adoption; and

**WHEREAS**, The City of Anderson finds that this Ordinance is not a "project" according to the definition set forth in the California Environmental Quality Act ("CEQA"), and, pursuant to CEQA Guidelines sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the

environment) based on the Addendum to the certified Environmental Impact Report number 2006092026 and approved 2019-2028 City of Anderson, General Plan Housing Element, for which the addendum was adopted, June 2020.

**NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF ANDERSON DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The recitals in this Resolution are true and correct and incorporated herein.

**SECTION 2.** Recommended Approval of the proposed Ordinance based on the entire record before the Planning Commission, all written and oral evidence presented to the Planning Commission, and the findings made in the staff reports and this Resolution, the Planning Commission of the City of Anderson hereby recommends that the City Council adopt the attached Ordinance entitled: **AN ORDINANCE AMENDING SECTION 17.60.030 (ACCESSORY RESIDENTIAL DWELLING UNITS) OF CHAPTER 17.60 (USES PERMITTED WITH A RESIDENCE OR IN RESIDENTIAL DISTRICTS), OF TITLE 17 (ZONING) TO UPDATE REQUIREMENTS FOR ACCESSORY DWELLING UNITS IN THE CITY OF ANDERSON**

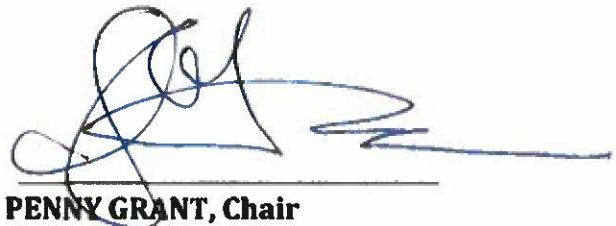
**APPROVED AND ADOPTED** by the members of the Planning Commission on the 26<sup>th</sup> day of August 2024, but the following vote:

**AYES: Commissioners Simmons, Barnett, Hale and Chair Grant**

**NOES:**

**ABSENT: Commissioner Hawkins**

**ABSTAIN:**



**PENNY GRANT, Chair**

**ATTEST:**



**Alec White, Secretary**

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANDERSON AMENDING SECTION 17.60.030 (ACCESSORY RESIDENTIAL DWELLING UNITS) OF CHAPTER 17.60 (USES PERMITTED WITH A RESIDENCE OR IN RESIDENTIAL DISTRICTS), OF TITLE 17 (ZONING) TO UPDATE REQUIREMENTS FOR ACCESSORY DWELLING UNITS IN THE CITY OF ANDERSON**

**WHEREAS**, in November of 2017, the City of Anderson enacted Ordinance No. 814 to include Section 17.60.030 – Accessory Residential Dwelling Units, intended to meet housing needs by providing additional housing options for family members, students, the elderly, in-home health care providers, the disabled, veterans and others; and to comply with the requirements of California Government Code; and

**WHEREAS**, since the inclusion of Section 17.60.030 in 2017, the State of California has enacted additional laws and amended existing laws to further define development standards and requirements intended to expand the potential for property owners to include Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) on residential properties; and

**WHEREAS**, in March of 2024, the California Legislature enacted Senate Bill 477 as an urgency measure to relocate and consolidate the State's Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) regulations to a new location of the Government Code which requires all cross-references to former Government Code sections to be updated; and

**WHEREAS**, the current 2019-2028 Housing Element Program HE.1.2 requires that the City amend its Zoning Ordinance to comply with all state law pertaining to Accessory Dwelling Units; and

**WHEREAS**, City staff have reviewed Chapter 17.60 of the Zoning Ordinance of the City of Anderson, and have determined that Section 17.60.030 is no longer in compliance with state law pertaining to Accessory Dwelling Units (ADUs); and

**WHEREAS**, on August 26, 2024, the Planning Commission held a duly noticed public hearing to consider the staff report, recommendation by staff, and public testimony concerning this Ordinance. Following the public hearing, the Planning Commission voted to forward the Ordinance to the City Council with a recommendation in favor of its adoption; and

**WHEREAS**, The City of Anderson finds that this Ordinance is not a "project" according to the definition set forth in the California Environmental Quality Act ("CEQA"), and, pursuant to CEQA Guidelines sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment) based on the Addendum to the certified Environmental Impact Report number 2006092026 and approved 2019-2028 City of Anderson, General Plan Housing Element, for which the addendum was adopted, June 2020.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANDERSON DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The recitals in this Resolution are true and correct and incorporated herein.

**SECTION 2.** Recommended Approval of the proposed Ordinance based on the entire record before the Planning Commission, all written and oral evidence presented to the Planning Commission, and the findings made in the staff reports and this Resolution, the Planning Commission of the City of Anderson hereby recommends that the City Council adopt the Ordinance entitled: **AN ORDINANCE AMENDING SECTION 17.60.030 (ACCESSORY RESIDENTIAL DWELLING UNITS) OF CHAPTER 17.60 (USES PERMITTED WITH A RESIDENCE OR IN RESIDENTIAL DISTRICTS), OF TITLE 17 (ZONING) TO UPDATE REQUIREMENTS FOR ACCESSORY DWELLING UNITS IN THE CITY OF ANDERSON**

**SECTION 3.** Chapter 17.60 "USES PERMITTED WITH A RESIDENCE OR IN RESIDENTIAL DISTRICTS" of Title 17 "ZONING" of the Anderson Municipal Code is repealed in its entirety and replaced to read as follows:

Chapter 17.60 USES PERMITTED WITH A RESIDENCE OR IN RESIDENTIAL DISTRICTS

**17.60.010 Purpose.**

Certain land uses may be acceptable within any or certain residential districts; provided, that they meet appropriate standards.

**17.60.020 Reserved.**

**17.60.030 Accessory residential dwelling units.**

- A. Intent and General Requirements. It is the intent of this section to meet the housing needs of this community by providing additional housing options for family members, students, the elderly, in-home health care providers, the disabled, veterans and others; and to comply with the requirements of California Government Code § 65852.2 et seq. The following criteria are set forth to allow for the placement of attached or detached second units on lots in areas zoned for residential use. An accessory dwelling unit—attached or detached from the primary residence—shall be permitted upon any lot existing as a legal-lot of record prior to, or after, the effective date of this section.
- B. Specific Requirements for Accessory Residential Units.
  - 1. Use. The lot where the accessory residential unit is located must contain an existing single-family dwelling. Accessory units may be occupied only for residential purposes and one of the units on the lot shall be owner-occupied at all times. No accessory dwelling unit shall be used as a short term rental (less than thirty consecutive days).
  - 2. Ownership. An accessory dwelling unit shall not be sold separately from the one-family residence on the same lot, except as provided in Government Code Section 66341. An accessory dwelling unit may be leased or rented provided the lease or



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rental is for thirty consecutive days or longer, unless otherwise permitted by this code.

3. **Height.** The height shall be no more than the limitations set forth in Government Code section 66321(b)(4)
4. **Size.** The floor area for the accessory unit shall not be less than four hundred square feet nor shall it exceed one thousand two hundred square feet. Attached units shall not exceed a maximum of fifty percent of the size of the living space of the primary dwelling. Where fifty percent of the living space of the primary dwelling is less than six hundred forty square feet, the living space of a detached accessory dwelling unit may be up to six hundred forty square feet.
5. **Development Standards.** Unless otherwise stated in Government Code Section 66314, all new construction shall conform to the height, setback, lot coverage, fees and other zoning requirements otherwise applicable to residential construction in the zone in which the property is located. The following standards are also applicable to the construction of accessory residential units. Where there is a conflict between the standards of the zoning district and those that follow, the least restrictive standard shall apply:
  - a. **New Detached Units.**
    - (1) New detached accessory dwelling units shall not be located within a required setback. Building encroachments of up to two feet that are required to achieve compliance with building or fire code standards may be approved by the director where it can be shown that the encroachment is necessary to achieve compliance with California Government Code § 66314 and the intent of this chapter.
  - (b) **Units within or attached to an existing structure:**
    - (1) Accessory units constructed entirely within a legally existing structure may be located within a required setback. Modifications to such structures where required to meet building or fire code standards may be approved by the director where it can be shown that compliance with the standard would make the project infeasible. Compliance with the standards of the underlying zoning district for the side and rear lot lines shall not be required for a new accessory dwelling unit that is constructed above a legally established garage or residential accessory building.
6. **Building Code Compliance.** California building code requirements which apply to additions to existing single-family dwellings, as appropriate, will apply to accessory dwelling units.
7. **Fire Code Compliance.** The accessory dwelling unit shall meet all requirements of the fire protection district, as applicable, for the lot on which the unit is located, including adequate access to the accessory dwelling unit for emergency personnel

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and equipment. Accessory dwelling units constructed within an existing residence shall not be required to provide fire sprinklers if they are not required for the primary residence.

8. **Impact Fees.** Unless otherwise stated in Government Code Section 66324, public facility development impact fees for an accessory dwelling unit shall be calculated at the same rate as a single-family development only when the accessory dwelling unit is constructed with the single-family dwelling. Payment of public facility development impact fees shall not be required where the accessory dwelling unit is constructed entirely within an existing structure, and such unit does not have a separate sewer lateral which connects to the city wastewater system or a separate water meter or is less than 750 square feet. Payment of public facility development impact fees otherwise required for a residential unit may be waived by the director where the detached or attached accessory dwelling unit does not have a separate sewer lateral which connects to the city wastewater system or a separate water meter.
  9. **Septic Systems.** Approval by the county environmental health department is required where a private sewage disposal system is being used.
  10. **Number of Accessory Dwelling Units.** There shall be no more than one accessory dwelling unit and junior accessory dwelling unit per legal lot.
  11. **Parking.** Off-street parking requirements for an accessory dwelling unit shall be one additional parking space for a studio or one-bedroom unit, and two additional spaces for a unit with two or more bedrooms. Such parking may be provided as tandem parking on an existing driveway. Where the accessory unit is constructed within an area of existing covered parking required for the use of the primary residence by this code, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including but not limited to a covered space, uncovered space, or tandem space which meets the dimensional and access standards of Chapter 17.46, "Off-Street Parking Requirements". Parking shall otherwise comply with California Government Code § 66314 and all other applicable provisions of this code.
- C. **Exceptions.** Exceptions may be granted to the development standards set forth in this section if an administrative design review approval is obtained and the following findings are made by the director:
1. The proposed exception from the development standard(s) is necessary due to physical or other constraints on the lot that make the strict application of the standard(s) impractical or inconsistent with existing development on the lot or in the immediate neighborhood; and
  2. The proposed exception from the development standard(s) would not result in a health or safety hazard for existing and future residents on the lot or in the immediate neighborhood.

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#### **17.60.040 Bed and breakfast.**

A bed and breakfast facility may be permitted in districts which provide for them if a use permit is first secured; provided that:

- A. There shall not be more than two guestrooms.
- B. There shall be no more than two adults per guestroom.
- C. The guestrooms may be in a detached accessory building if located in a district that permits guesthouses. Such building shall be located behind the primary residence, shall exceed twenty feet in height (unless it is existing), and shall be architecturally compatible with the principal residence.
- D. Neither the principal residence or detached building, if any, shall be a mobile home.
- E. The owner shall occupy the one-family residence.
- F. The guestrooms shall not have individual kitchen facilities.
- G. Meals shall be limited to overnight guests.
- H. No signs shall be permitted.
- I. Separate bed and breakfast facilities shall not be within one thousand five hundred feet driving distance of each other.
- J. The facility shall front on a paved road.
- K. Off-street parking shall be provided as specified by Section 17.46.040. The parking area shall be located in an inconspicuous area and shall be surfaced to county standards.
- L. The facility shall not interfere with or adversely impact surrounding residential uses.
- M. No employees are permitted other than those residing in the dwelling unit.
- N. The requirements of the department of environmental health shall be met.

**SECTION 4. Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any person or circumstance. The City Council of the City of Anderson hereby declares that it would have adopted each section, subsection subdivision paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections subdivisions paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

**SECTION 5. CEQA.** The City of Anderson finds that this Ordinance is not a "project" according to the definition set forth in the California Environmental Quality Act ("CEQA"), and,



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pursuant to CEQA Guidelines sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment) based on the Addendum to the certified Environmental Impact Report number 2006092026 and approved 2019-2028 City of Anderson, General Plan Housing Element, for which the addendum was adopted, June 2020.

**I HEREBY CERTIFY** that the foregoing ordinance was introduced and read by the City Council of the City of Anderson at a regular meeting on the \_\_\_\_ day of September, 2024, and was duly read and adopted at a regular meeting on the \_\_\_\_ day of September, 2024, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
**STAN NEUTZE, Mayor**

**ATTEST:**

\_\_\_\_\_  
**CHRISTY WHITE, City Clerk**

## Chapter 17.60 USES PERMITTED WITH A RESIDENCE OR IN RESIDENTIAL DISTRICTS

### 17.60.010 Purpose.

Certain land uses may be acceptable within any or certain residential districts; provided, that they meet appropriate standards.

### 17.60.020 Reserved.

### 17.60.030 Accessory residential dwelling units.

- A. Intent and General Requirements. It is the intent of this section to meet the housing needs of this community by providing additional housing options for family members, students, the elderly, in-home health care providers, the disabled, veterans and others; and to comply with the requirements of California Government Code § 65852.2 et seq. The following criteria are set forth to allow for the placement of attached or detached second units on lots in areas zoned for residential use. An accessory dwelling unit—attached or detached from the primary residence—shall be permitted upon any lot existing as a legal-lot of record prior to, or after, the effective date of this section.
- B. Specific Requirements for Accessory Residential Units.
1. Use. The lot where the accessory residential unit is located must contain an existing single-family dwelling. Accessory units may be occupied only for residential purposes and one of the units on the lot shall be owner-occupied at all times. No accessory dwelling unit shall be used as a short term rental (less than thirty consecutive days).
  2. Ownership. An accessory dwelling unit shall not be sold separately from the one-family residence on the same lot, **except as provided in Government Code Section 66341. An accessory dwelling unit but** may be leased or rented provided the lease or rental is for thirty consecutive days or **longer**, unless otherwise permitted by this code.
  3. **Reserved. Height. The height shall be no more than the limitations set forth in Government Code section 66321(b)(4)**
  4. Size. The floor area for the accessory unit shall not be less than four hundred square feet nor shall it exceed one thousand two hundred square feet. Attached units shall not exceed a maximum of fifty percent of the size of the living space of the primary dwelling. Where fifty percent of the living space of the primary dwelling is less than six hundred forty square feet, the living space of a detached accessory dwelling unit may be up to six hundred forty square feet.
  5. Development Standards. **Unless otherwise stated in Government Code Section 66314,** all new construction shall conform to the height, setback, lot coverage, fees and other zoning requirements otherwise applicable to residential construction in the zone in which the property is located. The following standards are also applicable to the construction of accessory residential units. Where there is a conflict between the standards of the zoning district and those that follow, the least restrictive standard shall apply:
    - a. New Detached Units.

- 
- (1) New detached accessory dwelling units shall not be located within a required setback. Building encroachments of up to two feet that are required to achieve compliance with building or fire code standards may be approved by the director where it can be shown that the encroachment is necessary to achieve compliance with California Government Code § 66314 and the intent of this chapter.
    - (b) Units within or attached to an existing structure:
      - (1) Accessory units constructed entirely within a legally existing structure may be located within a required setback. Modifications to such structures where required to meet building or fire code standards may be approved by the director where it can be shown that compliance with the standard would make the project infeasible. Compliance with the standards of the underlying zoning district for the side and rear lot lines shall not be required for a new accessory dwelling unit that is constructed above a legally established garage or residential accessory building.
  6. Building Code Compliance. California building code requirements which apply to additions to existing single-family dwellings, as appropriate, will apply to accessory dwelling units.
  7. Fire Code Compliance. The accessory dwelling unit shall meet all requirements of the fire protection district, as applicable, for the lot on which the unit is located, including adequate access to the accessory dwelling unit for emergency personnel and equipment. Accessory dwelling units constructed within an existing residence shall not be required to provide fire sprinklers if they are not required for the primary residence.
  8. Impact Fees. **Unless otherwise stated in Government Code Section 66324, public facility development impact fees for an accessory dwelling unit shall be calculated at the same rate as a single-family unit in a multiple-family residential development only when the accessory dwelling unit is constructed with the single-family dwelling.** Payment of public facility development impact fees shall not be required where the accessory dwelling unit is constructed entirely within an existing structure, and such unit does not have a separate sewer lateral which connects to the city wastewater system or a separate water meter **or is less than 750 square feet.** Payment of public facility development impact fees otherwise required for a residential unit may be waived by the director where the detached or attached accessory dwelling unit does not have a separate sewer lateral which connects to the city wastewater system or a separate water meter.
  9. Septic Systems. Approval by the county environmental health department is required where a private sewage disposal system is being used.
  10. Number of Accessory Dwelling Units. There shall be no more than one accessory dwelling unit and **junior accessory dwelling** unit per legal lot.
  11. Parking. Off-street parking requirements for an accessory dwelling unit shall be one additional parking space for a studio or one-bedroom unit, and two additional spaces for a unit with two or more bedrooms. Such parking may be provided as tandem parking on an existing driveway. Where the accessory unit is constructed within an area of existing covered parking required for the use of the primary residence by this code, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including but not limited to a covered space, uncovered space, or tandem space which meets the dimensional and access standards of Chapter 17.46, "Off-Street Parking Requirements". Parking shall otherwise comply with California Government Code § 66314**(d)** and all other applicable provisions of this code.
  - C. Exceptions. Exceptions may be granted to the development standards set forth in this section if an administrative design review approval is obtained and the following findings are made by the director:

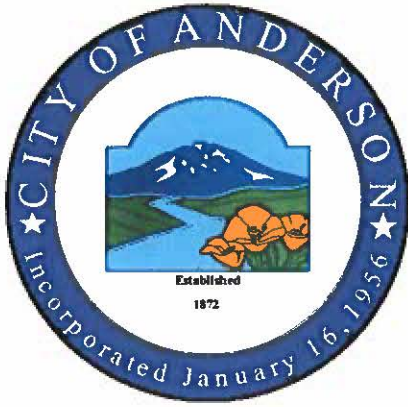
- 
1. The proposed exception from the development standard(s) is necessary due to physical or other constraints on the lot that make the strict application of the standard(s) impractical or inconsistent with existing development on the lot or in the immediate neighborhood; and
  2. The proposed exception from the development standard(s) would not result in a health or safety hazard for existing and future residents on the lot or in the immediate neighborhood.

#### **17.60.040 Bed and breakfast.**

A bed and breakfast facility may be permitted in districts which provide for them if a use permit is first secured; provided that:

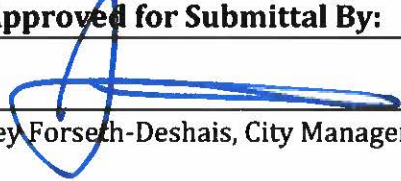
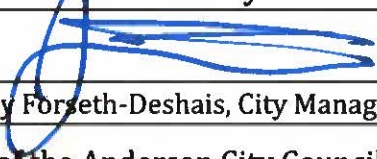
- A. There shall not be more than two guestrooms.
- B. There shall be no more than two adults per guestroom.
- C. The guestrooms may be in a detached accessory building if located in a district that permits guesthouses. Such building shall be located behind the primary residence, shall exceed twenty feet in height (unless it is existing), and shall be architecturally compatible with the principal residence.
- D. Neither the principal residence or detached building, if any, shall be a mobile home.
- E. The owner shall occupy the one-family residence.
- F. The guestrooms shall not have individual kitchen facilities.
- G. Meals shall be limited to overnight guests.
- H. No signs shall be permitted.
- I. Separate bed and breakfast facilities shall not be within one thousand five hundred feet driving distance of each other.
- J. The facility shall front on a paved road.
- K. Off-street parking shall be provided as specified by Section 17.46.040. The parking area shall be located in an inconspicuous area and shall be surfaced to county standards.
- L. The facility shall not interfere with or adversely impact surrounding residential uses.
- M. No employees are permitted other than those residing in the dwelling unit.
- N. The requirements of the department of environmental health shall be met.





## AGENDA ITEM

**September 17, 2024, City Council Meeting**

|                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------|
| <b>Approved for Submittal By:</b>                                                                                        |
| <br>Joey Forseth-Deshais, City Manager |
| <b>To Be Presented By:</b>                                                                                               |
| <br>Joey Forseth-Deshais, City Manager |

To: Honorable Mayor and Members of the Anderson City Council

From: Joey Forseth-Deshais, City Manager

Date: September 17, 2024

### **SUBJECT**

**Consider approval of Resolution Declaring Anderson as a "Parent Right to Know" City**

### **RECOMMENDATION**

The City Manager recommends that the City Council:

- 1. Receive a Staff Report**
- 2. Approve the Resolution Declaring Anderson as a "Parent Right to Know" City.**

### **FISCAL IMPACT**

There is no fiscal impact associated with this item.

### **DISCUSSION and BACKGROUND**

State Assembly Bill ("AB") 1955, signed into law by Governor Newsom on July 15, 2024 prohibits public schools from adopting or enforcing any policy, rule, or administrative regulation requiring an employee to disclose any information related to a student's sexual orientation, gender identity, or gender expression to any other person without the minor student's consent.

The matters of “student sexual orientation, gender identity, or gender expression” contained in the prohibitions of AB 1955 are not related to “education.” but instead are subject matters that are extremely “private” and highly “personal” for the parent and child.

It is the position of the City of Anderson that the State may not claim control over education as a pretext or a guise to invade or regulate the “private” and highly “personal” matters that naturally belong to and should remain within the parent/child relationship. Accordingly, as the State’s attempt to legislate the parent/child relationship by way of AB 1955 is an improper interpretation of the California and United States constitutions and not “education,” as such, AB 1955 does not preempt local regulation and may be subject to legal challenges of local authorities, parents, and/or children.

Although the State may regulate “education,” AB 1955 exceeds the State Legislature’s authority to regulate public schools under the California and United States Constitutions and infringes on parents’ constitutional rights by prohibiting schools from adopting policies that would require notifying parents of “private” and highly “personal” matters such as when a parents’ child may be at increased risk of psychological, emotional, and physical harassment and abuse, and extremely high rates of suicide and suicide attempts, no matter how young the child is, without the child’s consent and is not a matter of statewide concern.

Parental rights are not secondary to the desires of government agencies. In *Parham v. J.R.*, 442 U.S. 584, 602-603 (1979), the United States Supreme Court declared, “our constitutional system long ago rejected any notion that a child is ‘the mere creature of the State’ and, on the contrary, asserted that parents generally ‘have the right, coupled with the high duty, to recognize and prepare their children for additional obligations’...[t]he statist notion that governmental power should supersede parental authority in all cases because some parents abuse and neglect children is repugnant to American tradition.”

For the reasons outlined above, the City of Anderson City Council has requested that staff prepare the attached resolution to reflect its intent to become a Parent’s Right to Know city.

|                   |
|-------------------|
| <b>ATTACHMENT</b> |
|-------------------|

1. Proposed Resolution



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF ANDERSON DECLARING ITSELF A PARENT RIGHT TO KNOW CITY**

**WHEREAS**, State Assembly Bill (“AB”) 1955, signed into law by Governor Newsom on July 15, 2024 prohibits public schools from adopting or enforcing any policy, rule, or administrative regulation requiring an employee to disclose any information related to a student’s sexual orientation, gender identity, or gender expression to any other person without the minor student’s consent; and

**WHEREAS**, numerous studies assert that transgender and gender nonconforming students suffer from increased psychological, emotional, and physical harassment and abuse, and that transgender youth experience an abnormally high number of suicidal thoughts and make an abnormally high number of suicide attempts; and

**WHEREAS**, the matters of “student sexual orientation, gender identity, or gender expression” contained in the prohibitions of AB 1955 are not related to “education.” but instead are subject matters that are extremely “private” and highly “personal” for the parent and child; and

**WHEREAS**, the State may not claim control over education as a pretext or a guise to invade or regulate the “private” and highly “personal” matters that naturally belong to and should remain within the parent/child relationship. Accordingly, as the State’s attempt to legislate the parent/child relationship by way of AB 1955 is an improper interpretation of the California and United States constitutions and not “education,” as such, AB 1955 does not preempt local regulation and may be subject to legal challenges of local authorities, parents, and/or children; and

**WHEREAS**, although the State may regulate “education,” AB 1955 exceeds the State Legislature’s authority to regulate public schools under the California and United States Constitutions and infringes on parents’ constitutional rights by prohibiting schools from adopting policies that would require notifying parents of “private” and highly “personal” matters such as when a parents’ child may be at increased risk of psychological, emotional, and physical harassment and abuse, and extremely high rates of suicide and suicide attempts, no matter how young the child is, without the child’s consent and is not a matter of statewide concern; and

**WHEREAS**, the Fourteenth Amendment to the U.S. Constitution provides that no State shall “deprive any person of life, liberty, or property, without due process of law.” (U.S. Const. amend. XIV.) The United States Supreme Court has repeatedly recognized parents’ constitutional right to make decisions concerning the care, custody, and control of their children. (*Troxel v. Granville*, 530 U.S. 57, 65 (2000).) This includes the right to direct their children’s upbringing and education. ( *Meyer v. Nebraska*, 262 U.S. 390, 400 (1923); *Pierce v. Society of Sisters*, 268 U.S. 510, 534- 535 (1925); and

**WHEREAS**, parental rights are not secondary to the desires of government agencies. In *Parham v. J.R.*, 442 U.S. 584, 602-603 (1979), the United States Supreme Court declared, “our constitutional system long ago rejected any notion that a child is ‘the mere creature of the State’ and, on the contrary, asserted that parents generally ‘have the right, coupled with the high duty, to recognize and prepare their children for additional obligations’...[t]he statist notion that governmental power should supersede parental authority in all cases because some parents abuse and neglect children is repugnant to American tradition;” and

**WHEREAS**, based on the above findings, the City of Anderson seeks to declare itself a “Parent Right to Know’ city.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANDERSON HEREBY RESOLVE AS FOLLOWS:**

**Section 1. Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**Section 2.** The City of Anderson City Council hereby designates the City of Anderson as a "Parent Right to Know" city.

**Section 3. Effective Date of Resolution.** This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Anderson this 17th day of September, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

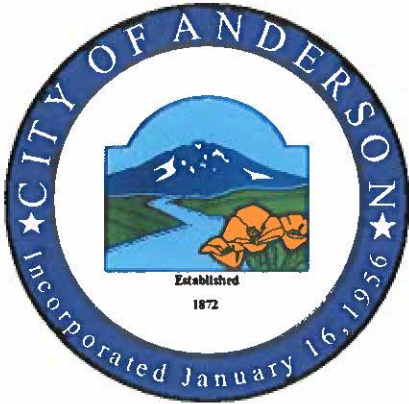
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Stan Neutze, Mayor

ATTEST:

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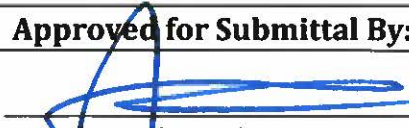
Christy White, City Clerk



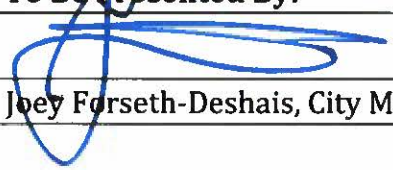
# AGENDA ITEM

**September 17, 2024 City Council Meeting**

**Approved for Submittal By:**

  
Joey Forseth-Deshais City Manager

**To Be Presented By:**

  
Joey Forseth-Deshais, City Manager

To: Honorable Mayor and Members of the Anderson City Council

Through: Joey Forseth-Deshais City Manager

From: Joey Forseth-Deshais, City Manager

Date: September 17, 2024

## **SUBJECT**

**Road closures associated with the Fall Market on E. Center Street.**

## **RECOMMENDATION**

Staff recommends that the City Council:

**Consider the approval of this one-day city road closure linked to the Fall Market activities.**

## **FISCAL IMPACT**

Fiscal impact is limited to staff time required to set up road closure signs and barricades.

## **DISCUSSION and BACKGROUND**

### **Anderson Fall Market**

Activities associated with the first Fall Market in partnership with Anderson Community and Economic Development and the Anderson Chamber of Commerce include food trucks, live music, dancing, and local craft vendors on E. Center Street from 4pm – 9pm on Friday, October 11, 2024.

Streets to be closed to the public during the timeframes listed below:

| <b>Street Segment</b>                   | <b>Closure Time</b>  | <b>Reopen Time</b>    |
|-----------------------------------------|----------------------|-----------------------|
| E. Center St – North St. to Howard St.  | Fri Oct 11 at 2:00pm | Fri Oct 11 at 10:00pm |
| Ferry St – E. Center St. to Freeman St. | Fri Oct 11 at 2:00pm | Fri Oct 11 at 10:00pm |

|                    |
|--------------------|
| <b>ATTACHMENTS</b> |
|--------------------|

1. Resolution
2. Closure Map

**RESOLUTION NO. 24-  
AUTHORIZING ROAD CLOSURES FOR FALL MARKET**

**WHEREAS**, the Fall Pop Up Market in the City of Anderson is an event which constitutes a public purpose; and

**WHEREAS**, the 2024 Fall Pop Up Market festivities will require the temporary closure of E. Center St, for the specific time described below:

| Street Segment                          | Closure Time         | Reopen Time           |
|-----------------------------------------|----------------------|-----------------------|
| E. Center St – North St. to Howard St.  | Fri Oct 11 at 2:00pm | Fri Oct 11 at 10:00pm |
| Ferry St – E. Center St. to Freeman St. | Fri Oct 11 at 2:00pm | Fri Oct 11 at 10:00pm |

**WHEREAS**, Section 21101.4 of the California Vehicle Code authorizes the City to adopt rules and regulations for temporarily closing to through traffic a highway under its jurisdiction.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Anderson that permission to close off the above listed streets as designated, be requested of the Department of Public Works.

**BE IT FURTHER RESOLVED** that this closure is for the public purpose of holding the 2024 Fall Pop Up Market.

**BE IT FURTHER RESOLVED**, that such signs, flags, barricades, etc., shall be used by the City of Anderson as may be approved by the California State Vehicle Code. These items shall be provided by the City of Anderson.

**BE IT FURTHER RESOLVED**, that the closure and detour shall be marked according to the California Vehicle Code on Uniform Traffic Control Devices.

**BE IT FURTHER RESOLVED**, that the City of Anderson staff is hereby authorized to conduct the street closure pursuant to the conditions hereof, and the approval of the City's Council.

**PASSED AND ADOPTED** by the City Council of the City of Anderson this 17<sup>th</sup> day of September 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Stan Neutze, Mayor

**ATTEST:**

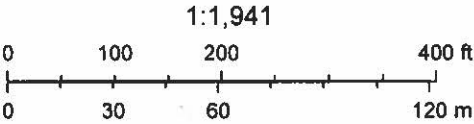
\_\_\_\_\_  
Christy White, City Clerk



# Pop Up Market - Road Closure

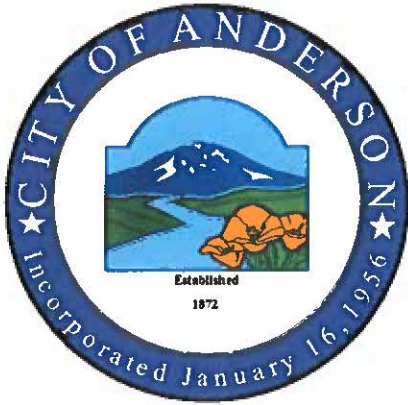


CLOSURE BOUNDARY



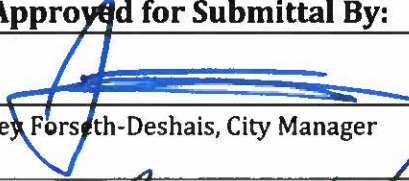
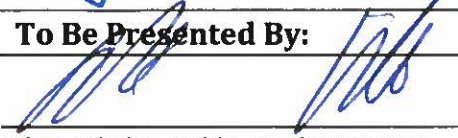
Esri Community Maps Contributors, California State Parks, OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Maxar





# AGENDA ITEM

**September 17, 2024, City Council Meeting**

|                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------|
| <b>Approved for Submittal By:</b>                                                                                        |
| <br>Joey Forseth-Deshais, City Manager |
| <b>To Be Presented By:</b>                                                                                               |
| <br>Adam Whelen, Public Works Director |

To: Honorable Mayor and Members of the Anderson City Council  
Through: Joey Forseth-Deshais, City Manager  
From: Adam Whelen, Public Works Director  
Date: September 17, 2024

## **SUBJECT**

**Professional Services Agreement with PACE Engineering for the 2024 Arc Flash Study.**

## **RECOMMENDATION**

The Public Works Director recommends that the City Council:

**Authorize the City Manager to execute a Professional Service Agreement with PACE Engineering for the 2024 Arc Flash Study.**

## **FISCAL IMPACT**

The Professional Services contract will be funded from the 2024/2025 Wastewater budget (Sewer Enterprise Fund) and the 2024/2025 Water budget (Water Enterprise Fund). The contract is not to exceed \$121,700 without written approval from the City.

## **DISCUSSION and BACKGROUND**

An arc flash is the rapid release of energy resulting from an unintended arc fault or short circuit between live parts, or between live parts and the ground. This energy is released as heat and light, which collide to create a concussive pressure wave that can disperse shrapnel.

The Occupational Safety and Health Administration (OHSA) created a requirement for employers to eliminate heat and energy risks in a fact sheet published in April 2014. This bulletin states the following three items.

The employer must assess the workplace to identify workers exposed to flame or electric arc hazards.

No later than January 1, 2015, employers must estimate the incident heat energy of any electric-arc hazard to which a worker would be exposed.

No later than April 1, 2015, employers generally must provide workers exposed to hazards from electric arcs with protective clothing and other protective equipment with an arc rating greater than or equal to the estimated heat energy.

The City does not have a current Arc Flash study in accordance with the National Fire Protection Association (NFPA) Standard 70E Article 130.5. This standard states that an arc flash assessment must be updated if a major modification or renovation takes place, and it must be reviewed periodically at intervals not to exceed five years. NFPA 70E requires that all equipment from the main switchboard down to the disconnects for electrical equipment be studied.

The City requested a quote from PACE Engineering to review the following 24 locations: Anderson Waste Water Treatment Plant, 6 Sewer Lift Stations, Anderson Corporation Yard, Anderson River Park Splash Pad, 12 Well facilities, and three reservoir pump stations. Following the Arc Flash Study, the City will receive documentation, including information labels to be placed on equipment that identify the appropriate PPE and boundaries of limits for working on equipment.

|                   |
|-------------------|
| <b>ATTACHMENT</b> |
|-------------------|

1. Professional Services Agreement

**CITY OF ANDERSON**  
**PROFESSIONAL SERVICES AGREEMENT WITH**  
**WITH PACE ENGINEERING, INC.**  
**FOR**  
**ARC FLASH STUDIES**

THIS AGREEMENT ("Agreement"), made and entered into this \_\_\_\_th day of \_\_\_\_\_, 2024, is by and between the City of Anderson, a California municipal corporation, hereinafter referred to as "City," and PACE Engineering, Inc., hereinafter referred to as "Consultant."

**WITNESSETH:**

**SECTION 1 - ORGANIZATION AND CONTENTS.**

This Agreement is divided into the following Sections:

| <u>Section/Title</u>                                            | <u>Page No.</u> |
|-----------------------------------------------------------------|-----------------|
| SECTION 1 - ORGANIZATION AND CONTENTS                           | 1               |
| SECTION 2 - DESCRIPTION OF PROJECT                              | 2               |
| SECTION 3 - SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE      | 2               |
| SECTION 4 - SCOPE OF SERVICES - ADDITIONAL; COMPLETION SCHEDULE | 2               |
| SECTION 5 - COMPENSATION                                        | 2               |
| SECTION 6 - RESPONSIBILITY OF CONSULTANT                        | 3               |
| SECTION 7 - RESPONSIBILITY OF CITY                              | 3               |
| SECTION 8 - INDEMNIFICATION                                     | 4               |
| SECTION 9 - INSURANCE                                           | 4               |
| SECTION 10 - GENERAL PROVISIONS                                 | 4               |
| 10.1 - Access to Records                                        | 4               |
| 10.2 - Assignment                                               | 4               |
| 10.3 - Changes to Scope of Work - Basic Services                | 4               |
| 10.4 - Compliance with Laws, Rule, Regulations                  | 5               |
| 10.5 - Conflict of Interest                                     | 5               |
| 10.6 - Exhibits Incorporated                                    | 5               |
| 10.7 - Independent Contractor                                   | 5               |
| 10.8 - Integration; Amendment                                   | 5               |
| 10.9 - Jurisdiction                                             | 5               |
| 10.10 - Notice to Proceed; Progress; Completion                 | 6               |
| 10.11 - Ownership of Documents                                  | 6               |
| 10.12 - Subcontracts                                            | 6               |
| 10.13 - Term; Termination                                       | 6               |
| 10.14 - Notice                                                  | 7               |
| SECTION 11 - SPECIAL PROVISIONS                                 | 7               |

## **SECTION 2 - DESCRIPTION OF PROJECT**

City desires to undertake that certain project, hereinafter referred to as "project," described in **EXHIBIT "A"** entitled "**DESCRIPTION OF PROJECT**" and to engage Consultant to provide the required professional services relating to it.

## **SECTION 3 - SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE**

Consultant shall perform those basic services in connection with the project as are set forth more particularly in **EXHIBIT "B"** entitled "**SCOPE OF CONSULTANT SERVICES - BASIC; COMPLETION SCHEDULE**" and shall complete said services in accordance with the completion schedule for them incorporated in said Exhibit.

## **SECTION 4 - SCOPE OF SERVICES - ADDITIONAL; COMPLETION SCHEDULE**

It is understood by City and Consultant that it may be necessary, in connection with the project, for Consultant to perform or secure the performance of services other than those set forth in **EXHIBIT "B."** In each such instance, Consultant shall advise City, in advance and in writing, of the need for such additional services, their cost and the estimated time required to perform them (if appropriate). Consultant shall not proceed to perform any such required additional service until City has determined that such service is beyond the scope of the basic services to be provided, is required, and City has given its written authorization to perform or obtain it. Each additional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Additional Consultant Service No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be attached to **EXHIBIT "C"** entitled "**SCOPE OF CONSULTANT SERVICES - ADDITIONAL; COMPLETION SCHEDULE.**"

## **SECTION 5 - COMPENSATION; PAYMENT OF FEES**

Consultant shall be compensated for services rendered to City pursuant to this Agreement in the amounts, manner and in accordance with the payment schedule as set forth in **EXHIBIT "D"** entitled "**COMPENSATION.**" Amounts due to Consultant from City for services rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on the 1st day of the month, or other applicable period, for which the services invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will review each such invoice and retain them in accordance with **EXHIBIT "D,"** provided however that if Consultant

submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

#### **SECTION 6 - RESPONSIBILITY OF CONSULTANT**

By executing this Agreement, Consultant warrants to City that Consultant possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this Agreement. Consultant further warrants that Consultant will follow the best current, generally accepted professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this Agreement. It is expressly understood by all parties to this Agreement that Consultant makes no guarantee or warranty whatsoever to the success of this project.

#### **SECTION 7 - RESPONSIBILITY OF CITY**

To the extent appropriate to the project contemplated by this Agreement, City shall:

7.1 Assist Consultant by placing at Consultant's disposal all available information pertinent to the project, including previous reports and any other data relative to design and construction which may be applicable to it.

7.2 Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant services.

7.3 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto, within a reasonable time so as not to delay the progress of the work by Consultant.

7.4 Designate in writing a person to act as City's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's services.

7.5 Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in the project.

7.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

#### **SECTION 8 - INDEMNIFICATION**



Consultant shall hold City, its officers, boards and commissions, and members thereof, its employees and agents harmless of and free from any and all liability arising out of or relating to any negligent act or omission of Consultant or Consultant's employees or agents in rendering the services required by this Agreement and shall protect, defend, and indemnify them against such liability and the legal fees and costs incurred by the City in connection therewith.

## **SECTION 9 - INSURANCE**

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the work to be performed and/or services to be rendered by Consultant pursuant to this Agreement shall be as set forth in **EXHIBIT "E,"** entitled **SPECIAL PROVISIONS**.

## **SECTION 10 - GENERAL PROVISIONS**

### **10.1 Access to Records**

Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for City under this Agreement on file for at least (1) year following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional service to City, falling under the provisions of SECTION 4 hereinabove.

### **10.2 Assignment**

This Agreement is binding to heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Consultant without the prior written consent of the other.

### **10.3 Changes to Scope of Work - Basic Services**

City may at any time and, upon a minimum of ten (10) days' written notice, modify the scope of basic services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

### **10.4 Compliance with Laws, Rules, Regulations**

All services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State or City statutes, and any rules or regulations promulgated thereunder.

#### **10.5 Conflict of Interest**

If City's City Manager has determined that one or several of Consultant's Principal(s) or Project Manager(s) are subject to any provisions of the Anderson Municipal Code relating to conflict of interest, or the provisions of any rules or regulations which may have been promulgated thereunder, then each such person will be required to comply with said provisions in connection with the services they render to the City under this Agreement. City shall advise Consultant of any such provisions prior to the date of execution of this Agreement.

#### **10.6 Exhibits Incorporated**

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

#### **10.7 Independent Contractor**

City and Consultant agree that the relationship between them created by this Agreement does not constitute an employer-employee relationship, a partnership or joint-venture relationship of any kind between the City of Anderson and the Consultant. Consultant is not an agent of the City and has no authority to commit the City in any way whatsoever. Consultant shall be solely responsible for the conduct and control of the work performed under this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

#### **10.8 Integration; Amendment**

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

#### **10.9 Jurisdiction**

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement shall be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

#### **10.10 Notice to Proceed; Progress; Completion**

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Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultants shall diligently proceed with the work authorized and complete it within the agreed time period.

#### **10.11 Ownership of Documents**

Title to all documents, drawings, specifications, and the like with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared.

#### **10.12 Subcontracts**

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this Agreement. Consultant shall be responsible to City for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

#### **10.13 Term; Termination**

The term of this Agreement shall commence upon City's issuance to Consultant of a notice to proceed for all or a portion of the work, as hereinabove provided, and shall end upon City's acceptance and payment for all or such portion of the work as was authorized by such notice, including any and all retentions. Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least ten (10) days' prior written notice of such termination to Consultant.

#### **10.14 Notices**

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- a. To City: **Joey Forseth-Deshais, City Manager**  
City of Anderson  
1887 Howard Street  
Anderson, CA 96007
- b. To Consultant:

Nothing hereinabove shall prevent either City or Consultant from personally delivering any such notices to the other.

## **SECTION 11 - SPECIAL PROVISIONS**

This Agreement shall include all special provisions, if any, as are set forth on **EXHIBIT "E"** entitled **"SPECIAL PROVISIONS."**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

**CITY OF ANDERSON**

**PACE ENGINEERING, INC.**

\_\_\_\_\_  
Joey Forseth-Deshais  
City Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Christy White  
City Clerk

## **EXHIBIT "A"**

### **City of Anderson Arc Flash Studies**

**Project will prepare an Arc Flash Study for 24 locations. This will consist of documentation, information labels, and boundaries of limits for safely working on equipment.**



## **EXHIBIT “B”**

### **SCOPE OF SERVICES—BASIC; SCOPE OF SERVICES**

The consultant shall provide services as described in the “City of Anderson (COA) Wastewater Treatment Plant (WWTP), Anderson River Park (ARP) Splash Pad, and Corp Yard Arc Flash Studies – REV 1 Proposal for Engineering Services and City of Anderson (COA) Water Facilities Arc Flash Studies – REV 1 Proposal for Engineering Services” as prepared by PACE Engineering on July 12, 2024. The scope is attached.

**EXHIBIT "C"**

**SCOPE OF SERVICES—ADDITIONAL; COMPLETION SCHEDULE**

No additional services are scheduled at this time. Completion scheduled for Spring 2025.

## **EXHIBIT "D"**

### **COMPENSATION; PAYMENT OF FEES**

The consultant shall provide services as described in the "2024 Arc Flash Proposal for WWTP and Water Wells" as prepared by PACE Engineering on July 12, 2024. The scope is attached.

The lump sum fee for the services as described in Exhibit "B" – Scope of Services, is \$121,700.00

## **EXHIBIT "E"**

### **SPECIAL PROVISIONS**

#### **INSURANCE REQUIREMENTS FOR CONSULTANT**

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims and injuries to persons or damages to property which may arise from or in connection with the work hereunder by the CONSULTANT, his agents, representatives, employees or subcontractors. The cost of such insurance shall be the sole responsibility of the CONSULTANT.

**A. Minimum Scope of Coverage:**

Insurance shall cover:

1. Professional Liability.
2. Comprehensive General Liability.
3. Automobile Liability.
4. Workers Compensation.

**B. Minimum Limits of Insurance:**

1. Professional Liability: \$2,000,000 errors and omissions.
2. Comprehensive General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
4. Workers Compensation: Limits as set forth in the Labor Code of the State of California.

**C. Deductibles:**

Any deductibles must be declared to and approved by the City.

**D. Other Insurance Provisions:**

The Policies must contain the following provisions:

1. General Liability and Automobile Liability Coverage:
  - a. The City, its officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; premises owned, leased, or used by the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT.

The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees and volunteers.

- b. The CONSULTANT's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance maintained by the City, its officials, employees and volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it.
- c. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees and volunteers.
- d. coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's liability.

2. Workers Compensation:

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by CONSULTANT for the City.

3. All Coverage:

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days advance written notice to City by certified mail, return receipt requested.

E. Acceptability of Insurers:

Insurance shall be placed with insurers admitted to do business in California and with a Best rating of no less than A+.

F. Verification of Coverage:

CONSULTANT shall furnish the City with certificates of insurance coverage with the City named as an additional insured, and with original endorsements affecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the City before work commences.

G. 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.



5155 VENTURE PARKWAY  
REDDING, CA 96002  
(530) 244-0202

## PROPOSAL

---

July 12, 2024

Adam Whelen  
City of Anderson  
1887 Howard St.  
Anderson, CA 96007  
awhelen@ci.anderson.ca.us

Dear Adam,

**Subject:** City of Anderson (COA) Water Facilities Arc Flash Studies – REV 1  
Proposal for Engineering Services

PACE Engineering, Inc. (PACE) appreciates the opportunity to submit this proposal and once again team with the COA for the COA Water Facilities Arc Flash Studies Project. It is our understanding that the following fifteen sites will be included in the project:

- Anderson Heights Well
- Diamond Street Well
- Stingy Lane Well
- Timber Lane Well
- Tucker Oaks Well
- Highway 273 Well
- Rhynes Well
- Balls Ferry Well
- Ox Yoke #1 Well
- Ox Yoke #2 Well
- North Street Well
- Auto Mall Drive Well
- Anderson Heights Reservoir Pump Station
- Anderson High School Reservoir Pump Station
- Beacon Booster Pump Station

This proposal is based on the following assumptions:

1. No site has an Arc Flash Study for the facility available for PACE's review.
2. Per the requirements of NFPA 70E, all equipment from the main switchboard down to disconnects for electrical equipment will be studied.
3. PACE will be provided with PDFs of the existing facility layout. Where none exist, PACE will create not-to-scale plans based on aerial imagery.
4. The Arc Flash Studies for these fifteen sites will occur independent from the Wastewater Treatment Plant, Anderson River Park Splash Pad, and Corp Yard Arc Flash Studies.

Each Arc Flash Study shall include the development of a software model of the facility using ETAP software. The model shall be used for performing an Arc Flash Study for the applicable equipment throughout each site. The Arc Flash Study will produce documentation including information labels to be placed on equipment that identifies the appropriate PPE and boundaries of limit for working on the equipment.



**PROPOSAL**

We propose to perform the Scope of Services for each site described herein for the lump-sum amounts as shown below:

|                                                 |                |
|-------------------------------------------------|----------------|
| 1. Anderson Heights Well                        | \$4,600        |
| 2. Diamond Street Well                          | \$4,600        |
| 3. Stingy Lane Well                             | \$4,600        |
| 4. Timber Lane Well                             | \$4,600        |
| 5. Tucker Oaks Well                             | \$4,600        |
| 6. Highway 273 Well                             | \$4,600        |
| 7. Rhynes Well                                  | \$4,900        |
| 8. Balls Ferry Well                             | \$4,900        |
| 9. Ox Yoke #1 Well                              | \$4,900        |
| 10. Ox Yoke #2 Well                             | \$4,900        |
| 11. North Street Well                           | \$4,900        |
| 12. Auto Mall Drive Well                        | \$4,900        |
| 13. Anderson Heights Reservoir Pump Station     | \$7,400        |
| 14. Anderson High School Reservoir Pump Station | \$7,400        |
| 15. Beacon Booster Pump Station                 | <u>\$4,100</u> |
| Total:                                          | \$75,900       |

Thank you again for the opportunity to submit this proposal. If the Scope of Services and fee are agreeable to you, please let us know, and we will forward an Engineering Agreement for your signature authorizing us to proceed with these services. Please contact me if you have any questions.

Sincerely,



Calvin Abshier  
Associate Engineer

**SCOPE OF SERVICES****COA Water Facilities Arc Flash Studies**

Based on the meeting on February 15, 2024, and the scoping site visits on March 25, 2024, the list of the Scope of Services is as follows:

1. Visit each site and collect electrical data as necessary to complete each Arc Flash Study. During the site visit, it will be required to remove deadfronts and covers from various electrical equipment. It is the responsibility of COA to provide access to all pertinent electrical equipment for evaluation by PACE and to follow all facility guidelines for PPE and deenergization of electrical equipment while information is gathered. It is anticipated that two full days will be required to collect the data required for the Arc Flash Studies. The information to be gathered includes conductor sizes, conductor lengths, overcurrent protective device ratings, model numbers, settings, and switchboard/panelboard sizes and ratings.
2. Prepare Preliminary Arc Flash Report for review by COA for the facilities. It is assumed that AutoCAD files are not available for the facilities and that COA will provide PDF files for PACE to utilize. Where none exist, PACE will create not-to-scale plans based on publicly available aerial imagery. At a minimum, the Arc Flash Report shall include:
  - a. A detailed description of the facility's electrical distribution system.
  - b. Basic floor plans.
  - c. Elevations as required to adequately depict placement of labels on electrical equipment.
  - d. An analysis of all applicable electrical equipment including all data pertaining to arc flash requirements.
  - e. Arc flash information labels and floor marking recommendations for the facility.
3. Complete a final Arc Flash Report per NFPA 70E for the facility. Provide COA with three bound copies and one digital copy of the final report including all data and calculations.
4. A final site visit to place arc flash labels. It is anticipated that one full day will be required to place the labels at each site.

**EXCLUSIONS**

The following services are not included in the above Scope of Services:

1. Site visits other than those listed. Additional site visits may be added on a time-and-expense basis if desired.
2. Energized electrical equipment will not be opened by PACE personnel.
3. Overcurrent Protective Device Coordination Study. The settings and configuration of the existing circuit breakers will be utilized to perform the Arc Flash Study. If requested, a Coordination Study can be performed on the electrical distribution system for an additional fee.



5155 VENTURE PARKWAY  
REDDING, CA 96002  
(530) 244-0202

## PROPOSAL

---

July 12, 2024

Adam Whelen  
City of Anderson  
1887 Howard St.  
Anderson, CA 96007  
awhelen@ci.anderson.ca.us

Dear Adam,

**Subject:** City of Anderson (COA) Wastewater Treatment Plant (WWTP), Anderson River Park (ARP) Splash Pad, and Corp Yard Arc Flash Studies – REV 1  
Proposal for Engineering Services

PACE Engineering, Inc. (PACE) appreciates the opportunity to submit this proposal and once again team with the COA for the COA Arc Flash Studies Project. It is our understanding that the following nine sites will be included in the project:

- Anderson WWTP
- Stingy Lane Lift Station (LS)
- Timber Lane LS
- Silvergate LS
- Homewood LS
- South Barney LS
- Cullpepper LS
- Anderson Corp Yard
- ARP Splash Pad

This proposal is based on the following assumptions:

1. No site has an Arc Flash Study for the facility available for PACE's review.
2. Per the requirements of NFPA 70E, all equipment from the main switchboard down to disconnects for electrical equipment will be studied.
3. PACE will be provided with PDFs of the existing facility layout. Where none exist, PACE will create not-to-scale plans based on aerial imagery.
4. The Arc Flash Studies for these nine sites will occur independent from the water facilities' Arc Flash Studies.

Each Arc Flash Study shall include the development of a software model of the facility using ETAP software. The model shall be used for performing an Arc Flash Study for the applicable equipment throughout each site. The Arc Flash Study will produce documentation including information labels to be placed on equipment that identifies the appropriate PPE and boundaries of limit for working on the equipment.

**PROPOSAL****COA WWTP, ARP Splash Pad, and Corp Yard Arc Flash Studies**

---

We propose to perform the Scope of Services for each site described herein for the lump-sum amounts as shown below:

|                       |                |
|-----------------------|----------------|
| 1. Anderson WWTP      | \$11,300       |
| 2. Stingy Lane LS     | \$3,900        |
| 3. Timber Lane LS     | \$3,900        |
| 4. Silvergate LS      | \$3,900        |
| 5. Homewood LS        | \$3,900        |
| 6. South Barney LS    | \$3,900        |
| 7. Cullpepper LS      | \$3,900        |
| 8. Anderson Corp Yard | \$7,600        |
| 9. ARP Splash Pad     | <u>\$3,500</u> |
| Total:                | \$45,800       |

Thank you again for the opportunity to submit this proposal. If the Scope of Services and fee are agreeable to you, please let us know, and we will forward an Engineering Agreement for your signature authorizing us to proceed with these services. Please contact me if you have any questions.

Sincerely,



Calvin Abshier  
Associate Engineer



**SCOPE OF SERVICES****COA WWTP, ARP Splash Pad, & Corp Yard Arc Flash Studies**

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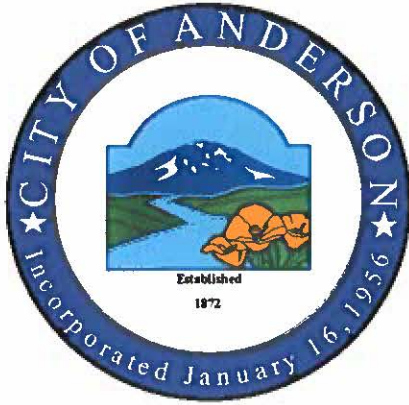
Based on the meeting on February 15, 2024, and the scoping site visits on March 25, 2024, the list of the Scope of Services is as follows:

1. Visit each site and collect electrical data as necessary to complete each Arc Flash Study. During the site visit, it will be required to remove deadfronts and covers from various electrical equipment. It is the responsibility of COA to provide access to all pertinent electrical equipment for evaluation by PACE and to follow all facility guidelines for PPE and deenergization of electrical equipment while information is gathered. It is anticipated that two full days will be required to collect the data required for the Arc Flash Studies. The information to be gathered includes conductor sizes, conductor lengths, overcurrent protective device ratings, model numbers, settings, and switchboard/panelboard sizes and ratings.
2. Prepare preliminary Arc Flash Report for review by COA for the facilities. It is assumed that AutoCAD files are not available for the facilities and that COA will provide PDF files for PACE to utilize. Where none exist, PACE will create not-to-scale plans based on publicly available aerial imagery. At a minimum, the Arc Flash Report shall include:
  - a. A detailed description of the facility's electrical distribution system.
  - b. Basic floor plans.
  - c. Elevations as required to adequately depict placement of labels on electrical equipment.
  - d. An analysis of all applicable electrical equipment including all data pertaining to arc flash requirements.
  - e. Arc flash information labels and floor marking recommendations for the facility.
3. Complete a final Arc Flash Report per NFPA 70E for the facility. Provide COA with three bound copies and one digital copy of the final report including all data and calculations.
4. A final site visit to place arc flash labels. It is anticipated that one full day will be required to place the labels at each site.

**EXCLUSIONS**

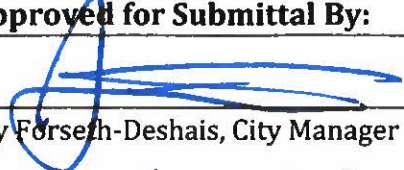
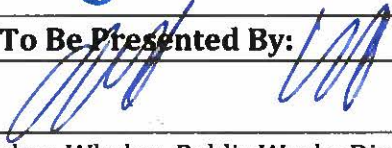
The following services are not included in the above Scope of Services:

1. Site visits other than those listed. Additional site visits may be added on a time-and-expense basis if desired.
2. Energized electrical equipment will not be opened by PACE personnel.
3. Overcurrent Protective Device Coordination Study. The settings and configuration of the existing circuit breakers will be utilized to perform the Arc Flash Study. If requested, a Coordination Study can be performed on the electrical distribution system for an additional fee.



# AGENDA ITEM

**September 17, 2024, City Council Meeting**

|                                                                                    |
|------------------------------------------------------------------------------------|
| <b>Approved for Submittal By:</b>                                                  |
|  |
| Joey Forseth-Deshais, City Manager                                                 |
| <b>To Be Presented By:</b>                                                         |
|  |
| Adam Whelen, Public Works Director                                                 |

To: Honorable Mayor and Members of the Anderson City Council

Through: Joey Forseth-Deshais, City Manager

From: Adam Whelen, Public Works Director

Date: September 17, 2024

## **SUBJECT**

**Approve a Professional Services Agreement with PACE Engineering for the 2024 Master Water Plan.**

## **RECOMMENDATION**

The Public Works Director recommends that the City Council:

**Authorize the City Manager to execute a Professional Service Agreement with PACE Engineering for the 2024 Master Water Plan.**

## **FISCAL IMPACT**

The Professional Services contract will be funded from the 2024/2025 Water budget (Water Enterprise Fund). The contract is not to exceed \$217,000 without written approval from the City.

## **DISCUSSION and BACKGROUND**

The City's current Master Water Plan (MWP) was completed in 2006 by PACE Engineering. Nine (9) wells serve the City's existing water system with a combined capacity of approximately 11.04 million gallons per day (MGD) and an effective capacity of approximately 5.0 MGD. The wells provide very good water quality, and no treatment is required other than maintenance of a small



chlorine residual. The City has two water storage reservoirs with a combined capacity of about 3.5 million gallons (MG). Three pressure zones comprise the City's service area, controlled by, 1) tank elevations, 2) hydropneumatic tanks, 3) booster pumps, or 4) wells. The City's water distribution system consists of approximately 38 miles of 2-inch through 14-inch piping made of steel, cast iron, asbestos cement (AC), and polyvinyl chloride (PVC). Approximately 7,000 feet of distribution piping are old steel pipelines that are 55 to 65 years old.

The 2006 MWP reflects an analysis of existing (2004), 10-year (2014), 20-year (2024), and Ultimate development conditions. The existing hydraulic analysis utilized the computer model H2ONet, an MHWSOFT product. The 2005 model was based on the 1994 model completed in Kentucky Pipe software, which included most of the water mains within the City's water system. This software is not available anymore and needs to be updated. To conduct all hydraulic modeling for developing the master water plan, the consultant shall utilize InfoWater. InfoWater was purchased from Innovyze by Autodesk and incorporated into ArcGIS Pro.

Since the 2006 plan was created, the City has experienced some development and has new projects in various planning and/or construction stages. As such, the City desires to update its MWP, utilizing updated hydraulic modeling software and employing data existing in the City's Global Information System (GIS) database.

The purpose of the Master Water Plan is:

- To provide the City of Anderson with a Master Plan showing water service areas, corresponding development levels, and ultimate development levels as shown on the City of Anderson and Shasta County General Plans.
- To inventory the existing water system.
- To determine deficiencies in the existing water supply system.
- To prioritize improvements needed to improve the existing water supply system.
- To estimate the costs of the recommended water system improvements.
- To provide a plan showing future water system improvements that will be needed as the City develops or looks to annex within the Sphere of Influence.
- To form a solid engineering basis for the future consideration of amending existing water development fees.
- To provide needed background information for pursuing grant financing of water system improvements.

|                   |
|-------------------|
| <b>ATTACHMENT</b> |
|-------------------|

1. Professional Services Agreement

**CITY OF ANDERSON**  
**PROFESSIONAL SERVICES AGREEMENT WITH**  
**WITH PACE ENGINEERING, INC.**  
**FOR**

**2024 MASTER WATER PLAN UPDATE**

THIS AGREEMENT ("Agreement"), made and entered into this \_\_\_\_th day of \_\_\_\_\_, 2024, is by and between the City of Anderson, a California municipal corporation, hereinafter referred to as "City," and PACE Engineering, Inc., hereinafter referred to as "Consultant."

**WITNESSETH:**

**SECTION 1 - ORGANIZATION AND CONTENTS.**

This Agreement is divided into the following Sections:

| <u>Section/Title</u>                                            | <u>Page No.</u> |
|-----------------------------------------------------------------|-----------------|
| SECTION 1 - ORGANIZATION AND CONTENTS                           | 1               |
| SECTION 2 - DESCRIPTION OF PROJECT                              | 2               |
| SECTION 3 - SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE      | 2               |
| SECTION 4 - SCOPE OF SERVICES - ADDITIONAL; COMPLETION SCHEDULE | 2               |
| SECTION 5 - COMPENSATION                                        | 2               |
| SECTION 6 - RESPONSIBILITY OF CONSULTANT                        | 3               |
| SECTION 7 - RESPONSIBILITY OF CITY                              | 3               |
| SECTION 8 - INDEMNIFICATION                                     | 4               |
| SECTION 9 - INSURANCE                                           | 4               |
| SECTION 10 - GENERAL PROVISIONS                                 | 4               |
| 10.1 - Access to Records                                        | 4               |
| 10.2 - Assignment                                               | 4               |
| 10.3 - Changes to Scope of Work - Basic Services                | 4               |
| 10.4 - Compliance with Laws, Rule, Regulations                  | 5               |
| 10.5 - Conflict of Interest                                     | 5               |
| 10.6 - Exhibits Incorporated                                    | 5               |
| 10.7 - Independent Contractor                                   | 5               |
| 10.8 - Integration; Amendment                                   | 5               |
| 10.9 - Jurisdiction                                             | 5               |
| 10.10 - Notice to Proceed; Progress; Completion                 | 6               |
| 10.11 - Ownership of Documents                                  | 6               |
| 10.12 - Subcontracts                                            | 6               |
| 10.13 - Term; Termination                                       | 6               |
| 10.14 - Notice                                                  | 7               |
| SECTION 11 - SPECIAL PROVISIONS                                 | 7               |

## **SECTION 2 - DESCRIPTION OF PROJECT**

City desires to undertake that certain project, hereinafter referred to as “project,” described in **EXHIBIT “A”** entitled “**DESCRIPTION OF PROJECT**” and to engage Consultant to provide the required professional services relating to it.

## **SECTION 3 - SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE**

Consultant shall perform those basic services in connection with the project as are set forth more particularly in **EXHIBIT “B”** entitled “**SCOPE OF CONSULTANT SERVICES - BASIC; COMPLETION SCHEDULE**” and shall complete said services in accordance with the completion schedule for them incorporated in said Exhibit.

## **SECTION 4 - SCOPE OF SERVICES - ADDITIONAL; COMPLETION SCHEDULE**

It is understood by City and Consultant that it may be necessary, in connection with the project, for Consultant to perform or secure the performance of services other than those set forth in **EXHIBIT “B.”** In each such instance, Consultant shall advise City, in advance and in writing, of the need for such additional services, their cost and the estimated time required to perform them (if appropriate). Consultant shall not proceed to perform any such required additional service until City has determined that such service is beyond the scope of the basic services to be provided, is required, and City has given its written authorization to perform or obtain it. Each additional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as “Additional Consultant Service No. 1” and so forth, shall be subject to all of the provisions of this Agreement, and shall be attached to **EXHIBIT “C”** entitled “**SCOPE OF CONSULTANT SERVICES - ADDITIONAL; COMPLETION SCHEDULE.**”

## **SECTION 5 - COMPENSATION; PAYMENT OF FEES**

Consultant shall be compensated for services rendered to City pursuant to this Agreement in the amounts, manner and in accordance with the payment schedule as set forth in **EXHIBIT “D”** entitled “**COMPENSATION.**” Amounts due to Consultant from City for services rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on the 1st day of the month, or other applicable period, for which the services invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will review

each such invoice and retain them in accordance with **EXHIBIT “D,”** provided however that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

#### **SECTION 6 - RESPONSIBILITY OF CONSULTANT**

By executing this Agreement, Consultant warrants to City that Consultant possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this Agreement. Consultant further warrants that Consultant will follow the best current, generally accepted professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this Agreement. It is expressly understood by all parties to this Agreement that Consultant makes no guarantee or warranty whatsoever to the success of this project.

#### **SECTION 7 - RESPONSIBILITY OF CITY**

To the extent appropriate to the project contemplated by this Agreement, City shall:

7.1 Assist Consultant by placing at Consultant’s disposal all available information pertinent to the project, including previous reports and any other data relative to design and construction which may be applicable to it.

7.2 Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant services.

7.3 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto, within a reasonable time so as not to delay the progress of the work by Consultant.

7.4 Designate in writing a person to act as City’s representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City’s policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant’s services.

7.5 Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in the project.

7.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

## **SECTION 8 - INDEMNIFICATION**

Consultant shall hold City, its officers, boards and commissions, and members thereof, its employees and agents harmless of and free from any and all liability arising out of or relating to any negligent act or omission of Consultant or Consultant's employees or agents in rendering the services required by this Agreement and shall protect, defend, and indemnify them against such liability and the legal fees and costs incurred by the City in connection therewith.

## **SECTION 9 - INSURANCE**

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the work to be performed and/or services to be rendered by Consultant pursuant to this Agreement shall be as set forth in **EXHIBIT "E,"** entitled **SPECIAL PROVISIONS**.

## **SECTION 10 - GENERAL PROVISIONS**

### **10.1 Access to Records**

Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for City under this Agreement on file for at least (1) year following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional service to City, falling under the provisions of SECTION 4 hereinabove.

### **10.2 Assignment**

This Agreement is binding to heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Consultant without the prior written consent of the other.

### **10.3 Changes to Scope of Work - Basic Services**

City may at any time and, upon a minimum of ten (10) days' written notice, modify the scope of basic services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

#### **10.4 Compliance with Laws, Rules, Regulations**

All services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State or City statutes, and any rules or regulations promulgated thereunder.

#### **10.5 Conflict of Interest**

If City's City Manager has determined that one or several of Consultant's Principal(s) or Project Manager(s) are subject to any provisions of the Anderson Municipal Code relating to conflict of interest, or the provisions of any rules or regulations which may have been promulgated thereunder, then each such person will be required to comply with said provisions in connection with the services they render to the City under this Agreement. City shall advise Consultant of any such provisions prior to the date of execution of this Agreement.

#### **10.6 Exhibits Incorporated**

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

#### **10.7 Independent Contractor**

City and Consultant agree that the relationship between them created by this Agreement does not constitute an employer-employee relationship, a partnership or joint-venture relationship of any kind between the City of Anderson and the Consultant. Consultant is not an agent of the City and has no authority to commit the City in any way whatsoever. Consultant shall be solely responsible for the conduct and control of the work performed under this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

#### **10.8 Integration; Amendment**

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

#### **10.9 Jurisdiction**

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement shall be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.



#### **10.10 Notice to Proceed; Progress; Completion**

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultants shall diligently proceed with the work authorized and complete it within the agreed time period.

#### **10.11 Ownership of Documents**

Title to all documents, drawings, specifications, and the like with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared.

#### **10.12 Subcontracts**

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this Agreement. Consultant shall be responsible to City for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

#### **10.13 Term; Termination**

The term of this Agreement shall commence upon City's issuance to Consultant of a notice to proceed for all or a portion of the work, as hereinabove provided, and shall end upon City's acceptance and payment for all or such portion of the work as was authorized by such notice, including any and all retentions. Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least ten (10) days' prior written notice of such termination to Consultant.

#### **10.14 Notices**

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- a. To City: **Joey Forseth-Deshais, City Manager**  
City of Anderson  
1887 Howard Street  
Anderson, CA 96007
- b. To Consultant:

Nothing hereinabove shall prevent either City or Consultant from personally delivering any such notices to the other.

**SECTION 11 - SPECIAL PROVISIONS**

This Agreement shall include all special provisions, if any, as are set forth on **EXHIBIT “E”** entitled **“SPECIAL PROVISIONS.”**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

**CITY OF ANDERSON**

**PACE ENGINEERING, INC.**

\_\_\_\_\_  
Joey Forseth-Deshais  
City Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Christy White  
City Clerk



5155 VENTURE PARKWAY  
REDDING, CA 96002  
(530) 244-0202

## PROPOSAL

---

August 9, 2024

Adam Whelen  
City of Anderson  
1887 Howard Street  
Anderson, CA 96007  
awhelen@ci.anderson.ca.us

Dear Adam,

Subject: PROPOSAL FOR ENGINEERING SERVICES  
Master Water Plan

PACE Engineering, Inc. (PACE) is pleased to provide this proposal to the City of Anderson (City). It is our understanding that the City desires to complete a Master Water Plan. The City's last Master Water Plan was completed in 2006 and, since then, the City has made significant modifications to its water system. As a result, a new Master Water Plan is needed to re-evaluate the current water system and guide the City's future improvements. Our proposed Scope of Services is shown below:

### **SCOPE OF SERVICES**

#### **TASK 100 – CITY DATA REVIEW**

The City has developed a Geospatial Information System (GIS) that includes their water system. The data contained within the water system GIS can be used as the basis for a hydraulic model; however, it is our understanding that the accuracy of this data varies widely depending on location. A review of this data is necessary before it can be used in a hydraulic model. The effort required to perform this task depends on the accuracy of the initial data, which is unclear at this time. The following item will be completed:

1. PACE will review existing City water system GIS and compare it to mapping provided by the City.

#### **TASK 200 – MAPPING UPDATE**

PACE will prepare an updated dataset for use in the hydraulic model. This effort will include:

1. A kickoff meeting with City staff to review existing system and needed information.
2. Development of a simplified water system backbone based on data developed in Task 100.

**TASK 300 – HYDRAULIC MODELING**

Based on the data developed in Task 200, the following hydraulic models will be developed using AutoDesk's InfoWater Pro and Esri's ArcGIS Pro:

1. **Base Model** – PACE will develop a Base Model that represents the existing system and will be calibrated (refer to Task 400). The Base Model will include:
  - a. Existing peak daily and hourly demands.
  - b. Existing water mains, storage, and pumping facilities.
  - c. Calibrating the model based on data collected in the field.
  - d. Assumed required fire flow based on City-provided requirements.
  - e. The Base Model will be used to propose water main, storage, and pumping facilities to remediate existing and near-term water system deficiencies.
2. **2044 Model** – PACE will develop a 2044 Model that will:
  - a. Utilize the Base Model as a starting point.
  - b. Include 20-year water demands based on input from the City. These demands will include planned developments and/or infill within the existing service area boundary.
  - c. Calibrate the model.
  - d. The 2044 Model will be used to propose water main, storage, and pumping facilities to remediate 20-year water system deficiencies.
3. **Ultimate Model** – PACE will develop an Ultimate Model that will:
  - a. Utilize the 2044 Model as a starting point.
  - b. Include ultimate water demands based on permissible development densities and input from the City.
  - c. Calibrate the model.
  - d. The Ultimate Model will be used to propose water main, storage, and pumping facilities to remediate ultimate water system deficiencies.

**TASK 400 – MODEL CALIBRATION FIELD WORK**

Based on the data developed in Tasks 100 through 300, the Base Model will be calibrated to the degree practical from data collected in the field. This will largely be based on fire flow information. This effort will include the following:

1. PACE will review the fire flow data provided by the City.
2. PACE will field test the fire hydrants with the City's assistance.
3. PACE will finalize the hydrant curves for the Base Model.

**TASK 500 – REPORT**

Based on the models developed in Task 300, a draft Master Water Plan report will be developed. The report will include following:

1. **Summary of the Existing Water System:**
  - Supply
  - Treatment (general description)
  - Pressure zones

**PROPOSAL**

---

- Storage
  - Booster pump stations
  - Pressure reducing and automatic valves
  - Distribution system
  - Fire flow and system analysis
2. Future Water Demands:
- Service area
  - Growth projection
  - Projected water demands
3. Analysis and Recommended Improvements:
- General
  - Supply
  - Treatment (general evaluation)
  - Pressure zones
  - Storage
  - Booster pump stations
  - Pressure reducing and automatic valves
  - Distribution system
  - Fire flow
  - Monitoring, alarm, and control systems
4. Cost Estimates and Financial Considerations:
- Basis
  - Improvement costs
  - Financial considerations
5. Supporting Figures, Tables and Plates

Five hard copies of the draft Master Water Plan will be submitted to the City for comment. City comments will then be incorporated into a final Master Water Plan, of which twenty hard copies will be submitted to the City. PACE will be available to present the final Master Water Plan to the City Council.

**ITEMS NOT INCLUDED**

The following items are not included in the above Scope of Services:

1. Groundwater assessment
2. Supplemental Water Supply Feasibility Analysis
3. Urban Water Management Plan
4. Environmental documentation
5. Consultation with authority(ies) having jurisdiction
6. Final design of proposed improvements
7. Cost estimates with accuracy beyond budgetary



**PROPOSAL****Master Water Plan**

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**FEE**

Our proposed fee for completing the identified Scope of Services is shown below. Refer to attached Fee Estimate and Person-Hour Breakdown. The fee assumes the majority of the Scope of Services will be completed in 2025 and accounts for typical inflationary increases in our standard rates. Given the uncertainty surrounding Task 100, it will be completed on a time-and-expense basis not to exceed without prior approval. The remainder of the task will be billed on a percent complete basis.

|                                          |                  |
|------------------------------------------|------------------|
| Task 100 – City Data Review:             | \$8,000          |
| Task 200 – Mapping Update:               | \$25,000         |
| Task 300 – Hydraulic Modeling:           | \$124,000        |
| Task 400 – Model Calibration Field Work: | \$14,000         |
| Task 500 – Report:                       | <u>\$46,000</u>  |
| <b>Total:</b>                            | <b>\$217,000</b> |

Thank you again for the opportunity to submit this proposal. Please contact me if you have any questions.

Sincerely,



Seth Petrie, P.E.  
Principal Engineer

SP/GM

Enclosure

c: Peter Wickenheiser, City of Anderson, [pwickenheiser@ci.anderson.ca.us](mailto:pwickenheiser@ci.anderson.ca.us)





# FEE ESTIMATE AND PERSON-HOUR BREAKDOWN

Client: City of Anderson  
 Project: 0.04  
 Date: 8/9/2024  
 Job Number: None

| No. | Work Task | Description                                                   | Principal Engr | Senior Engr | Engr Grade 4 | Engr Grade 3 | Survey Mgr | Survey Office | Office Staff | Category Subtotal |
|-----|-----------|---------------------------------------------------------------|----------------|-------------|--------------|--------------|------------|---------------|--------------|-------------------|
| 1   | 100       | City Data Review                                              |                |             |              |              |            |               |              |                   |
| 2   |           | Review existing GIS/Mapping data                              | 1.0            | 2.0         |              | 40.0         |            |               |              | \$ 8,555          |
| 3   |           | Subtotal                                                      | 1.0            | 2.0         | 0.0          | 40.0         | 0.0        | 0.0           | 0.0          | \$ 8,555          |
| 4   | 200       | Mapping Update                                                |                |             |              |              |            |               |              |                   |
| 5   |           | Project Kickoff and Scoping                                   | 2.0            | 8.0         | 8.0          | 8.0          |            |               |              | \$ 5,754          |
| 6   |           | Prepare water system backbone for export                      |                | 20.0        | 20.0         | 40.0         | 2.0        | 8.0           |              | \$ 19,020         |
| 7   |           | Subtotal                                                      | 2.0            | 28.0        | 28.0         | 48.0         | 2.0        | 8.0           | 0.0          | \$ 24,774         |
| 8   | 300       | Hydraulic Modeling                                            |                |             |              |              |            |               |              |                   |
| 9   |           | Existing Condition                                            |                |             |              |              |            |               |              |                   |
| 10  |           | Develop Base Model                                            | 2.0            | 40.0        | 40.0         | 8.0          |            |               |              | \$ 20,420         |
| 11  |           | Develop Base Model demand                                     | 2.0            | 30.0        |              | 8.0          |            |               |              | \$ 9,344          |
| 12  |           | Calibrate Base Model                                          |                | 20.0        | 20.0         |              |            |               |              | \$ 9,166          |
| 13  |           | Evaluate existing system deficiencies                         | 2.0            | 20.0        |              |              |            |               |              | \$ 5,364          |
| 14  |           | Develop existing and near-term system improvements            | 2.0            | 16.0        | 8.0          |              |            |               |              | \$ 6,128          |
| 15  |           | Develop Plates and Figures                                    | 1.0            | 8.0         | 8.0          | 16.0         |            |               | 1.0          | \$ 7,156          |
| 16  |           | 2044 Condition                                                |                |             |              |              |            |               |              |                   |
| 17  |           | Develop 2044 Model                                            | 2.0            | 16.0        | 16.0         | 8.0          |            |               |              | \$ 9,421          |
| 18  |           | Develop 2044 Model demand                                     | 2.0            | 10.0        |              | 8.0          |            |               |              | \$ 4,507          |
| 19  |           | Calibrate 2044 Model                                          |                | 16.0        | 16.0         |              |            |               |              | \$ 7,333          |
| 20  |           | Evaluate 2044 system deficiencies                             | 2.0            | 16.0        |              |              |            |               |              | \$ 4,396          |
| 21  |           | Develop 2044 system improvements                              | 2.0            | 16.0        | 8.0          |              |            |               |              | \$ 6,128          |
| 22  |           | Develop Plates and Figures                                    | 1.0            | 8.0         | 12.0         | 16.0         |            |               | 1.0          | \$ 8,021          |
| 23  |           | Ultimate Condition                                            |                |             |              |              |            |               |              |                   |
| 24  |           | Develop Ultimate Model                                        | 2.0            | 12.0        | 12.0         | 4.0          |            |               |              | \$ 6,807          |
| 25  |           | Develop Ultimate Model demand                                 | 2.0            | 10.0        |              | 4.0          |            |               |              | \$ 3,726          |
| 26  |           | Calibrate Ultimate Model                                      |                | 8.0         | 8.0          |              |            |               |              | \$ 3,666          |
| 27  |           | Evaluate ultimate system deficiencies                         | 2.0            | 8.0         |              |              |            |               |              | \$ 2,461          |
| 28  |           | Develop ultimate system improvements                          |                | 12.0        |              |              |            |               |              | \$ 2,903          |
| 29  |           | Develop Plates and Figures                                    | 1.0            | 4.0         | 12.0         | 16.0         |            |               | 1.0          | \$ 7,054          |
| 30  |           | Subtotal                                                      | 25.0           | 270.0       | 160.0        | 88.0         | 0.0        | 0.0           | 3.0          | \$ 124,001        |
| 31  | 400       | Model Calibration Field Work                                  |                |             |              |              |            |               |              |                   |
| 32  |           | Field test fire hydrants (assumes two days field testing)     |                | 16.0        | 16.0         |              |            |               |              | \$ 7,333          |
| 33  |           | Review City fire flow data                                    |                | 8.0         | 8.0          |              |            |               |              | \$ 3,666          |
| 34  |           | Finalize hydrant curves for Base Model                        |                | 8.0         | 4.0          |              |            |               |              | \$ 2,801          |
| 35  |           | Subtotal                                                      | 0.0            | 32.0        | 28.0         | 0.0          | 0.0        | 0.0           | 0.0          | \$ 13,800         |
| 36  | 500       | Report                                                        |                |             |              |              |            |               |              |                   |
| 37  |           | Coordination and project management                           |                | 8.0         | 8.0          |              |            |               |              | \$ 3,666          |
| 38  |           | Prepare draft Master Water Plan report and submit to the City | 8.0            | 40.0        | 60.0         |              |            |               | 12.0         | \$ 26,001         |
| 39  |           | Discuss and evaluate final changes to draft Master Water Plan | 6.0            | 6.0         |              |              |            |               | 4.0          | \$ 3,442          |
| 40  |           | Finalize Master Water Plan report and submit to the City      | 2.0            | 12.0        | 12.0         |              |            |               | 16.0         | \$ 7,672          |
| 41  |           | Prepare for final Master Water Plan presentation              | 2.0            | 4.0         | 4.0          |              |            |               |              | \$ 2,359          |
| 42  |           | Present final Master Water Plan to City Council               | 6.0            | 6.0         |              |              |            |               |              | \$ 3,030          |
| 43  |           | Subtotal                                                      | 24.0           | 76.0        | 84.0         | 0.0          | 0.0        | 0.0           | 32.0         | \$ 46,170         |
| 44  |           |                                                               |                |             |              |              |            |               |              |                   |
| 45  |           | Total Person-Hours                                            | 52             | 408         | 300          | 176          | 2          | 8             | 35           | 981               |
| 46  |           | Labor Cost Per Hour                                           | \$ 263         | \$ 242      | \$ 216       | \$ 195       | \$ 242     | \$ 195        | \$ 103       | N/A               |
| 47  |           | Labor Cost Per Classification                                 | \$ 13,681      | \$ 98,689   | \$ 64,927    | \$ 34,356    | \$ 484     | \$ 1,562      | \$ 3,602     | \$217,301         |

TOTAL COST ESTIMATE: \$217,301



5155 VENTURE PARKWAY  
REDDING, CA 96002  
(530) 244-0202

## FEE SCHEDULE

### RATES FOR PROFESSIONAL SERVICES

Effective through December 31, 2024

| LABOR CLASSIFICATION              | BILLING CLASS | HOURLY RATE |
|-----------------------------------|---------------|-------------|
| Managing Engineer                 | E7            | \$263       |
| Principal Engineer/Surveyor       | E6/LS6        | \$248       |
| Senior Engineer/Surveyor          | E5/LS5        | \$228       |
| Associate Engineer/Surveyor       | E4/LS4        | \$204       |
| Staff Engineer/Surveyor - Grade 3 | E3/LS3        | \$184       |
| Staff Engineer/Surveyor - Grade 2 | E2/LS2        | \$173       |
| Staff Engineer/Surveyor - Grade 1 | E1/LS1        | \$157       |
| Technician 4                      | T4            | \$173       |
| Technician 3                      | T3            | \$156       |
| Technician 2                      | T2            | \$141       |
| Technician 1                      | T1            | \$123       |
| One-Man Survey Crew               | SC1           | \$289       |
| One-Man Survey Crew (O/T)         | SC1x          | \$339       |
| Two-Man Survey Crew               | SC2           | \$367       |
| Two-Man Survey Crew (O/T)         | SC2x          | \$434       |
| Three-Man Survey Crew             | SC3           | \$453       |
| Three-Man Survey Crew (O/T)       | SC3x          | \$531       |
| Admin. Clerk 3                    | AD3           | \$97        |
| Admin. Clerk 2                    | AD2           | \$86        |
| Admin. Clerk 1                    | AD1           | \$79        |

| EXPENSES                                                                                                                                                                    |                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Meals and Lodging:                                                                                                                                                          | At cost (out-of-town and overnight work only).                                                                                                       |
| Vehicle Transportation:                                                                                                                                                     | Included in hourly rates unless specifically indicated otherwise in Agreement. Hourly labor rates are applicable during travel to and from job site. |
| Express Mail/Federal Express:                                                                                                                                               | At cost.                                                                                                                                             |
| Outside Services and Fees:                                                                                                                                                  | At cost plus 10% administrative fee.                                                                                                                 |
| Equipment:                                                                                                                                                                  | Included in hourly rate unless specifically indicated otherwise in Agreement.                                                                        |
| Rates for expert witness services will be as set forth in the Engineering Agreement.                                                                                        |                                                                                                                                                      |
| Rates are effective through the date shown above and are subject to annual revisions. Services will be billed at the hourly rates in place at the time service is provided. |                                                                                                                                                      |
| Refer to Prevailing Wage Fee Schedule for hourly rates on prevailing wage projects.                                                                                         |                                                                                                                                                      |

**EXHIBIT “A”**

**2024 MASTER WATER PLAN**

**Project will prepare a Master Water Plan (MWP), Hydraulic Model, and Capital improvement update for the City of Anderson.**

## **EXHIBIT “B”**

### **SCOPE OF SERVICES—BASIC; SCOPE OF SERVICES**

The consultant shall provide services as described in the “PROPOSAL FOR ENGINEERING SERVICES Master Water Plan” as prepared by PACE Engineering on August 9, 2024. The scope is attached.

**EXHIBIT “C”**

**SCOPE OF SERVICES—ADDITIONAL; COMPLETION SCHEDULE**

No additional services are scheduled at this time. Completion is scheduled for Spring 2026.

## **EXHIBIT “D”**

### **COMPENSATION; PAYMENT OF FEES**

The consultant shall provide services as described in the “PROPOSAL FOR ENGINEERING SERVICES Master Water Plan” as prepared by PACE Engineering on August 9, 2024. The scope is attached.

The lump sum fee for the services, as described in Exhibit “B” – Scope of Services, is \$217,000.00



## **EXHIBIT "E"**

### **SPECIAL PROVISIONS**

#### **INSURANCE REQUIREMENTS FOR CONSULTANT**

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims and injuries to persons or damages to property which may arise from or in connection with the work hereunder by the CONSULTANT, his agents, representatives, employees or subcontractors. The cost of such insurance shall be the sole responsibility of the CONSULTANT.

**A. Minimum Scope of Coverage:**

Insurance shall cover:

1. Professional Liability.
2. Comprehensive General Liability.
3. Automobile Liability.
4. Workers Compensation.

**B. Minimum Limits of Insurance:**

1. Professional Liability: \$2,000,000 errors and omissions.
2. Comprehensive General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
4. Workers Compensation: Limits as set forth in the Labor Code of the State of California.

**C. Deductibles:**

Any deductibles must be declared to and approved by the City.

**D. Other Insurance Provisions:**

The Policies must contain the following provisions:

1. General Liability and Automobile Liability Coverage:
  - a. The City, its officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; premises owned, leased, or used by the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT.

The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees and volunteers.

- b. The CONSULTANT's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance maintained by the City, its officials, employees and volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it.
- c. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees and volunteers.
- d. coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's liability.

2. Workers Compensation:

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by CONSULTANT for the City.

3. All Coverage:

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days advance written notice to City by certified mail, return receipt requested.

E. Acceptability of Insurers:

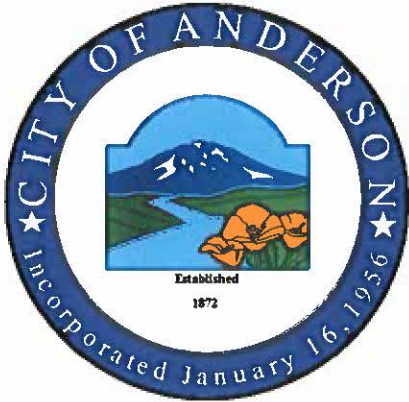
Insurance shall be placed with insurers admitted to do business in California and with a Best rating of no less than A+.

F. Verification of Coverage:

CONSULTANT shall furnish the City with certificates of insurance coverage with the City named as an additional insured, and with original endorsements affecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the City before work commences.

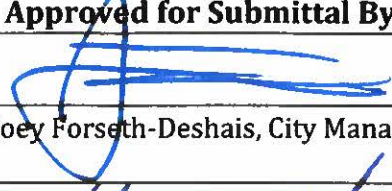
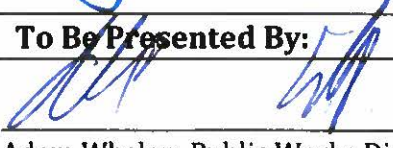
G. Subcontractors:

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.



# AGENDA ITEM

**September 17, 2024, City Council Meeting**

|                                                                                    |
|------------------------------------------------------------------------------------|
| <b>Approved for Submittal By:</b>                                                  |
|  |
| Joey Forseth-Deshais, City Manager                                                 |
| <b>To Be Presented By:</b>                                                         |
|  |
| Adam Whelen, Public Works Director                                                 |

To: Honorable Mayor and Members of the Anderson City Council

Through: Joey Forseth-Deshais, City Manager

From: Adam Whelen, Public Works Director

Date: September 17, 2024

## **SUBJECT**

**McMurry Drive Rehabilitation Project – Authorization to Award**

## **RECOMMENDATION**

The Public Works Director recommends that the City Council:

- 1. Award the McMurry Drive Rehabilitation Project contract to J.F. Shea Construction, Inc. for \$777,747.00.**
- 2. Authorize the City Manager to execute the contract upon receipt of the required insurance certificates, payment bond, and performance bond.**
- 3. Authorize the Public Works Director to approve change orders not to exceed 20% of the bid amount.**

## **FISCAL IMPACT**

The Engineers Estimate was \$1,000,000 and will be funded from the Regional Surface Transportation Program, SB1 Gas Tax, and Local Transportation Funds. The lowest responsible bidder had a bid of \$777,747.00. Change orders as a contingency not to exceed \$155,549.40 (20% of \$777,747.00). The total fiscal impact is estimated to be \$933,296.40

## **DISCUSSION and BACKGROUND**

Historically McMurry Drive has been a two-lane road but is classified as a minor arterial connecting Balls Ferry Road to North Street. With the construction of Interstate 5, McMurry Drive became the arterial between the Northbound Interstate 5 off-ramp and Northbound Interstate 5 on-ramp. As additional developments occurred, frontage improvements were made to construct curb, gutter, and sidewalk. As these developments were completed, the road was widened to match the 84' Right of Way. However, as this was done, the layout of travel lanes did not change, except for the Southerly section below Ganyon Drive to Balls Ferry Road. When Rite Aid was developed on the Northerly section, a second lane was added from their parcel limit to North Street. The layout and capacity of the road didn't change again until Quick Quack was developed in 2022.

On July 5, 2022, a reimbursement agreement with Quick Quack was approved to design, construct, and install off-site improvements to provide continuity for McMurry Drive. This extended the arterial design that Rite Aid had started back in 2006. This design established two 12' travel lanes and a 4' bike lane consistent with the City of Anderson Construction Standards 112.70 and the General Plan Circulation Element.

At the June 4, 2024, City Council meeting, the task order for GHD's proposal to create a 100% plans, specifications, and exhibits (PSE) package for the rehabilitation of McMurry Drive was approved. This design creates a well-defined roadway with two travel lanes and a 4' bike lane for Northbound and Southbound directions. The exception to this design is for three parcels created by Parcel Map 22-02. To complete the gap between Anderson Walk-In Clinic and Round Table Pizza, the developer was conditioned to construct complete frontage improvements, including curb, gutter, sidewalk, and paving. This area will be designed and designated to be constructed privately. This design will be provided to the developer to aid in their construction efforts. Completing this during the overall design process ensures continuity throughout the project.

At the August 20, 2024, City Council meeting, staff was directed to advertise the project for bid. The project was advertised on August 21, 2024, on CIPList. Sealed bids were opened on September 11, 2024, in the City Council chambers, and the lowest responsible bidder was J.F. Shea Construction, Inc., with an apparent low bid of \$777,747.00.

## **ATTACHMENT**

1. Bid Summary
2. Title Sheet.



City of Anderson

BID SUMMARY

CITY OF ANDERSON McMurry Drive Rehabilitation Project

| ITEM NO | ITEM CODE | ITEM DESCRIPTION                                                               | UNIT OF MEASURE | ESTIMATED QUANTITY | JF Shea    |              |              | S.T. Rhoades Construction Inc |              |              |
|---------|-----------|--------------------------------------------------------------------------------|-----------------|--------------------|------------|--------------|--------------|-------------------------------|--------------|--------------|
|         |           |                                                                                |                 |                    | Unit Price | Item Total   | Total        | Unit Price                    | Item Total   | Total        |
| 1       | 050010A   | CONSTRUCTION STAKING                                                           | LS              | 1                  |            | \$10,600.00  | \$10,600.00  |                               | \$10,000.00  | \$10,000.00  |
| 2       | 060000A   | CONTRACTOR MATERIAL TESTS                                                      | LS              | 1                  |            | \$11,200.00  | \$11,200.00  |                               | \$13,000.00  | \$13,000.00  |
| 3       | 120090    | CONSTRUCTION AREA SIGNS                                                        | LS              | 1                  |            | \$5,000.00   | \$5,000.00   |                               | \$6,500.00   | \$6,500.00   |
| 4       | 120100    | TRAFFIC CONTROL SYSTEM                                                         | LS              | 1                  |            | \$109,800.00 | \$109,800.00 |                               | \$111,800.00 | \$111,800.00 |
| 5       | 124000    | TEMPORARY PEDESTRIAN ACCESS ROUTE                                              | LS              | 1                  |            | \$1,700.00   | \$1,700.00   |                               | \$5,000.00   | \$5,000.00   |
| 6       | 128652    | PORTABLE CHANGEABLE MESSAGE SIGN (LS)                                          | LS              | 1                  |            | \$2,500.00   | \$2,500.00   |                               | \$4,000.00   | \$4,000.00   |
| 7       | 130100    | JOB SITE MANAGEMENT                                                            | LS              | 1                  |            | \$1,700.00   | \$1,700.00   |                               | \$5,000.00   | \$5,000.00   |
| 8       | 190101    | ROADWAY EXCAVATION                                                             | CY              | 150                | \$56.00    | \$8,400.00   | \$8,400.00   | \$98.00                       | \$14,700.00  | \$14,700.00  |
| 9       | 260203    | CLASS 2 AGGREGATE BASE                                                         | CY              | 100                | \$87.00    | \$8,700.00   | \$8,700.00   | \$155.00                      | \$15,500.00  | \$15,500.00  |
| 10      | 390132    | HOT MIX ASPHALT (TYPE A)                                                       | TON             | 3700               | \$115.00   | \$425,500.00 | \$425,500.00 | \$154.00                      | \$569,800.00 | \$569,800.00 |
| 11      | 398200A   | COLD PLANE ASPHALT CONCRETE PAVEMENT (0.10' THICK)                             | SQYD            | 2770               | \$3.00     | \$8,310.00   | \$8,310.00   | \$3.00                        | \$8,310.00   | \$8,310.00   |
| 12      | 398200B   | COLD PLANE ASPHALT CONCRETE PAVEMENT (0.30' THICK)                             | SQYD            | 1130               | \$7.00     | \$7,910.00   | \$7,910.00   | \$7.00                        | \$7,910.00   | \$7,910.00   |
| 13      | 398200C   | COLD PLANE ASPHALT CONCRETE PAVEMENT (0.60' THICK)                             | SQYD            | 7520               | \$6.00     | \$45,120.00  | \$45,120.00  | \$9.00                        | \$67,680.00  | \$67,680.00  |
| 14      | 398200D   | COLD PLANE ASPHALT CONCRETE PAVEMENT (0.60' THICK WITH CROSS-SLOPE CORRECTION) | SQYD            | 180                | \$35.00    | \$6,300.00   | \$6,300.00   | \$16.00                       | \$2,880.00   | \$2,880.00   |
| 15      | 710208A   | ADJUST FRAME AND COVER TO GRADE (MANHOLE)                                      | EA              | 7                  | \$1,800.00 | \$12,600.00  | \$12,600.00  | \$1,100.00                    | \$7,700.00   | \$7,700.00   |
| 16      | 731521    | MINOR CONCRETE (SIDEWALK)                                                      | SQFT            | 152                | \$35.00    | \$5,320.00   | \$5,320.00   | \$45.00                       | \$6,840.00   | \$6,840.00   |
| 17      | 780270A   | ADJUST FRAME AND COVER (WATER VALVE)                                           | EA              | 12                 | \$1,100.00 | \$13,200.00  | \$13,200.00  | \$1,100.00                    | \$13,200.00  | \$13,200.00  |
| 18      | 780254    | ADJUST ACCESS BOX FRAME AND COVER (UTILITY)                                    | EA              | 1                  | \$4,050.00 | \$4,050.00   | \$4,050.00   | \$4,262.00                    | \$4,262.00   | \$4,262.00   |
| 19      | 810120    | REMOVE PAVEMENT MARKER                                                         | LS              | 1                  |            | \$530.00     | \$530.00     |                               | \$500.00     | \$500.00     |
| 20      | 810170    | DELINEATOR (CLASS 1)                                                           | EA              | 3                  | \$68.00    | \$204.00     | \$204.00     | \$150.00                      | \$450.00     | \$450.00     |
| 21      | 810230    | PAVEMENT MARKER (RETROREFLECTIVE)                                              | EA              | 460                | \$6.00     | \$2,760.00   | \$2,760.00   | \$6.00                        | \$2,760.00   | \$2,760.00   |
| 22      | 820220A   | REMOVE OBJECT MARKER AND DELINEATOR                                            | LS              | 1                  |            | \$360.00     | \$360.00     |                               | \$1,100.00   | \$1,100.00   |
| 23      | 820130A   | OBJECT MARKER (TYPE Q)                                                         | EA              | 12                 | \$65.00    | \$780.00     | \$780.00     | \$60.00                       | \$720.00     | \$720.00     |
| 24      | 820131    | OBJECT MARKER (TYPE K)                                                         | EA              | 2                  | \$75.00    | \$150.00     | \$150.00     | \$125.00                      | \$250.00     | \$250.00     |
| 25      | 820230    | REMOVE SIGN                                                                    | EA              | 2                  | \$150.00   | \$300.00     | \$300.00     | \$175.00                      | \$350.00     | \$350.00     |
| 26      | 820310    | REMOVE ROADSIDE SIGN PANEL                                                     | EA              | 1                  | \$150.00   | \$150.00     | \$150.00     | \$300.00                      | \$300.00     | \$300.00     |
| 27      | 820590    | RELOCATE ROADSIDE SIGN-ONE POST                                                | EA              | 3                  | \$525.00   | \$1,575.00   | \$1,575.00   | \$1,330.00                    | \$3,990.00   | \$3,990.00   |
| 28      | 820600    | RELOCATE ROADSIDE SIGN-TWO POST                                                | EA              | 1                  | \$750.00   | \$750.00     | \$750.00     | \$895.00                      | \$895.00     | \$895.00     |
| 29      | 820510    | RESET ROADSIDE SIGN                                                            | EA              | 1                  | \$525.00   | \$525.00     | \$525.00     | \$835.00                      | \$835.00     | \$835.00     |
| 30      | 820840    | ROADSIDE SIGN - ONE POST                                                       | EA              | 3                  | \$650.00   | \$1,950.00   | \$1,950.00   | \$875.00                      | \$2,625.00   | \$2,625.00   |
| 31      | 820860    | INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)                                 | EA              | 2                  | \$525.00   | \$1,050.00   | \$1,050.00   | \$575.00                      | \$1,150.00   | \$1,150.00   |
| 32      | 820900    | INSTALL ROADSIDE SIGN PANEL ON EXISTING POST                                   | EA              | 1                  | \$450.00   | \$450.00     | \$450.00     | \$850.00                      | \$850.00     | \$850.00     |
| 33      | 840519    | THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING                                   | SQFT            | 1280               | \$10.00    | \$12,800.00  | \$12,800.00  | \$10.00                       | \$12,800.00  | \$12,800.00  |
| 34      | 840560    | THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)                                       | LF              | 10300              | \$1.96     | \$20,188.00  | \$20,188.00  | \$1.85                        | \$19,055.00  | \$19,055.00  |
| 35      | 872133    | MODIFYING SIGNAL AND LIGHTING SYSTEMS                                          | LS              | 1                  |            | \$45,315.00  | \$45,315.00  |                               | \$42,750.00  | \$42,750.00  |

\$777,747.00

\$965,462.00

Bid Opening: 09/11/2024 2:00PM

Location: Anderson City Hall

| Darren Taylor Construction |              |              | Sunrise Excavating |              |              | Tullis, Inc. |              |              | Average:     |
|----------------------------|--------------|--------------|--------------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Unit Price                 | Item Total   | Total        | Unit Price         | Item Total   | Total        | Unit Price   | Item Total   | Total        |              |
|                            | \$5,000.00   | \$5,000.00   |                    | \$6,000.00   | \$6,000.00   |              | \$2,500.00   | \$2,500.00   | \$6,820.00   |
|                            | \$10,000.00  | \$10,000.00  |                    | \$20,000.00  | \$20,000.00  |              | \$20,000.00  | \$20,000.00  | \$14,840.00  |
|                            | \$7,150.00   | \$7,150.00   |                    | \$7,000.00   | \$7,000.00   |              | \$5,000.00   | \$5,000.00   | \$6,130.00   |
|                            | \$45,900.00  | \$45,900.00  |                    | \$100,000.00 | \$100,000.00 |              | \$74,000.00  | \$74,000.00  | \$88,300.00  |
|                            | \$10,000.00  | \$10,000.00  |                    | \$2,500.00   | \$2,500.00   |              | \$2,500.00   | \$2,500.00   | \$4,340.00   |
|                            | \$5,000.00   | \$5,000.00   |                    | \$3,000.00   | \$3,000.00   |              | \$5,000.00   | \$5,000.00   | \$3,900.00   |
|                            | \$9,000.00   | \$9,000.00   |                    | \$36,000.00  | \$36,000.00  |              | \$750.00     | \$750.00     | \$10,490.00  |
| \$150.64                   | \$22,596.00  | \$22,596.00  | \$100.00           | \$15,000.00  | \$15,000.00  | \$125.00     | \$18,750.00  | \$18,750.00  | \$15,889.20  |
| \$244.62                   | \$24,462.00  | \$24,462.00  | \$127.00           | \$12,700.00  | \$12,700.00  | \$150.00     | \$15,000.00  | \$15,000.00  | \$15,272.40  |
| \$160.60                   | \$594,220.00 | \$594,220.00 | \$155.00           | \$573,500.00 | \$573,500.00 | \$155.00     | \$573,500.00 | \$573,500.00 | \$547,304.00 |
| \$3.21                     | \$8,891.70   | \$8,891.70   | \$15.00            | \$41,550.00  | \$41,550.00  | \$10.00      | \$27,700.00  | \$27,700.00  | \$18,952.34  |
| \$8.17                     | \$9,232.10   | \$9,232.10   | \$15.00            | \$16,950.00  | \$16,950.00  | \$10.00      | \$11,300.00  | \$11,300.00  | \$10,660.42  |
| \$6.82                     | \$51,286.40  | \$51,286.40  | \$15.00            | \$112,800.00 | \$112,800.00 | \$10.00      | \$75,200.00  | \$75,200.00  | \$70,417.28  |
| \$136.87                   | \$24,636.60  | \$24,636.60  | \$15.00            | \$2,700.00   | \$2,700.00   | \$10.00      | \$1,800.00   | \$1,800.00   | \$7,663.32   |
| \$2,000.00                 | \$14,000.00  | \$14,000.00  | \$1,200.00         | \$8,400.00   | \$8,400.00   | \$3,000.00   | \$21,000.00  | \$21,000.00  | \$12,740.00  |
| \$65.80                    | \$10,001.60  | \$10,001.60  | \$30.00            | \$4,560.00   | \$4,560.00   | \$75.00      | \$11,400.00  | \$11,400.00  | \$7,624.32   |
| \$1,000.00                 | \$12,000.00  | \$12,000.00  | \$800.00           | \$9,600.00   | \$9,600.00   | \$2,000.00   | \$24,000.00  | \$24,000.00  | \$14,400.00  |
| \$3,000.00                 | \$3,000.00   | \$3,000.00   | \$1,500.00         | \$1,500.00   | \$1,500.00   | \$8,500.00   | \$8,500.00   | \$8,500.00   | \$4,262.40   |
|                            | \$1,000.00   | \$1,000.00   |                    | \$25.00      | \$25.00      |              | \$1,100.00   | \$1,100.00   | \$631.00     |
| \$165.00                   | \$495.00     | \$495.00     | \$175.00           | \$525.00     | \$525.00     | \$65.00      | \$195.00     | \$195.00     | \$373.80     |
| \$6.75                     | \$3,105.00   | \$3,105.00   | \$7.00             | \$3,220.00   | \$3,220.00   | \$6.75       | \$3,105.00   | \$3,105.00   | \$2,990.00   |
|                            | \$5,000.00   | \$5,000.00   |                    | \$25.00      | \$25.00      |              | \$360.00     | \$360.00     | \$1,369.00   |
| \$66.00                    | \$792.00     | \$792.00     | \$70.00            | \$840.00     | \$840.00     | \$65.00      | \$780.00     | \$780.00     | \$782.40     |
| \$138.00                   | \$276.00     | \$276.00     | \$135.00           | \$270.00     | \$270.00     | \$75.00      | \$150.00     | \$150.00     | \$219.20     |
| \$192.00                   | \$384.00     | \$384.00     | \$200.00           | \$400.00     | \$400.00     | \$150.00     | \$300.00     | \$300.00     | \$346.80     |
| \$330.00                   | \$330.00     | \$330.00     | \$350.00           | \$350.00     | \$350.00     | \$150.00     | \$150.00     | \$150.00     | \$256.00     |
| \$1,463.00                 | \$4,389.00   | \$4,389.00   | \$1,400.00         | \$4,200.00   | \$4,200.00   | \$525.00     | \$1,575.00   | \$1,575.00   | \$3,145.80   |
| \$985.00                   | \$985.00     | \$985.00     | \$1,000.00         | \$1,000.00   | \$1,000.00   | \$750.00     | \$750.00     | \$750.00     | \$876.00     |
| \$920.00                   | \$920.00     | \$920.00     | \$900.00           | \$900.00     | \$900.00     | \$525.00     | \$525.00     | \$525.00     | \$741.00     |
| \$962.00                   | \$2,886.00   | \$2,886.00   | \$950.00           | \$2,850.00   | \$2,850.00   | \$650.00     | \$1,950.00   | \$1,950.00   | \$2,452.20   |
| \$632.00                   | \$1,264.00   | \$1,264.00   | \$625.00           | \$1,250.00   | \$1,250.00   | \$525.00     | \$1,050.00   | \$1,050.00   | \$1,152.80   |
| \$935.00                   | \$935.00     | \$935.00     | \$900.00           | \$900.00     | \$900.00     | \$450.00     | \$450.00     | \$450.00     | \$717.00     |
| \$6.50                     | \$8,320.00   | \$8,320.00   | \$7.00             | \$8,960.00   | \$8,960.00   | \$6.50       | \$8,320.00   | \$8,320.00   | \$10,240.00  |
| \$1.80                     | \$18,540.00  | \$18,540.00  | \$2.00             | \$20,600.00  | \$20,600.00  | \$1.80       | \$18,540.00  | \$18,540.00  | \$19,384.60  |
|                            | \$47,750.00  | \$47,750.00  |                    | \$47,500.00  | \$47,500.00  |              | \$42,750.00  | \$42,750.00  | \$45,213.00  |

\$963,747.40

\$1,067,575.00

\$979,950.00