



JUNE 24, 2021 AGENDA

CITY OF CITRUS HEIGHTS CITY COUNCIL

7:00 PM REGULAR MEETING

City Hall Council Chambers

6360 Fountain Square Drive, Citrus Heights, CA

PLEASE NOTE: In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend some requirements of the Brown Act. Council Members may attend City Council meetings telephonically or otherwise electronically.

PLEASE SEE BELOW FOR ZOOM MEETING INFORMATION

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

<https://us02web.zoom.us/j/84253328379>

For those individuals accessing the meetings through Zoom who wish to make a public comment, please use the Zoom hand raise function (or *9 if you join the webinar via telephone) and the host will unmute you when it is time to speak. Speakers will be limited to 3 minutes each. Alternatively, you may submit your comment via email to cityclerk@citrusheights.net or by completion of an online Speaker Card at <https://www.citrusheights.net/FormCenter/City-Council-Meetings-Speaker-Card-30>. Written public comments shall be limited to 250 words or less. Each comment will be read aloud by the City Clerk.

You are strongly encouraged to observe the City Council meetings on television live on Metro Cable 14, the government affairs channel on the Comcast, Consolidated Communications, and AT&T U-Verse cable systems and replayed on the following Monday at 9:00 a.m. Alternatively, members of the public can view the City Council meeting live webcast at <https://www.citrusheights.net/673/Live-City-Council-Meeting-Webcasts>.

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

June 24, 2021 Regular City Council Meeting Agenda

Documents:

[JUNE 24, 2021 CITY COUNCIL AGENDA PACKET.PDF](#)

Item 16: Discussion And Possible Action To Support San Juan Unified School District Board Of Education Transitioning From "At-Large" To "By-Trustee" Elections Comprised Of 7 Electoral Districts RESOLUTION

Documents:

[RESOLUTION IN SUPPORT OF SJUSD TRANSITIONING TO BY-TRUSTEE AREAS.PDF](#)

CALL REGULAR MEETING TO ORDER

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

APPROVAL OF AGENDA

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

PUBLIC COMMENT

CONSENT CALENDAR

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

4. SUBJECT: Approval Of Minutes

RECOMMENDATION: Approve the Minutes of the Special and Regular Meeting of June 10, 2021

5. SUBJECT: CHPD Red Light Photo Enforcement Program – Contract Renewal

STAFF REPORT: R. Lawrence/ J. Baldwin

RECOMMENDATION: Adopt Resolution No. 2021- ____, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City to Amend the Agreement with Redflex Traffic Systems, Inc. for the Red Light Photo Enforcement Program

6. SUBJECT: Approval Of Contract With Sacramento Self-Help Housing For Housing Counseling/Homeless Navigation Services

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

RECOMMENDATION: Adopt Resolution No. 2021- ____, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Contract with Sacramento Self-Help Housing for Housing Counseling/Homeless Navigation Services

7. SUBJECT: On-Call Tree Care And Consultant Services 2021-2026 Award Of Contract

STAFF REPORT: R. Cave/ A. Velasquez

RECOMMENDATION: Adopt Resolution No. 2021- ____, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with West Coast Arborists, Inc. for On-Call Tree Care and Consultant Services for July 1, 2021-June 30, 2026, and further Authorizing the City

Manager or his designee to Execute any Subsequent Extensions or Amendments under this Contract Consistent with the City Managers General Signing Authority

8. SUBJECT: Placer County Animal Services Animal Shelter Services Contract Renewal
STAFF REPORT: R. Lawrence/ A. Turcotte/ C. Morris

RECOMMENDATION: Adopt Resolution No. 2021-____, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Contract Renewal with Placer County Animal Services for Animal Shelter Services

9. SUBJECT: City Of Citrus Heights Title VI Program Update
STAFF REPORT: M. Poole

RECOMMENDATION: Adopt Resolution No. 2021-____, Resolution of the City Council of the City of Citrus Heights, California; Adopting the City's Title VI Program Update and Authorizing City Staff to Submit Necessary Documentation to the Requisite Federal, State, and Regional Agencies

PUBLIC HEARINGS

10. SUBJECT: Amendments To Master Fee Schedule
STAFF REPORT: B. Zenoni/ T. Nossardi

RECOMMENDATION: Adopt Resolution No. 2021-____, a Resolution of the City Council of the City of Citrus Heights, California, Amending and Restating the City User Fees and Establishing New Fees for Certain Services Provided

REGULAR CALENDAR

11. SUBJECT: Amendment To Police Department Budget For Fiscal Years 2021/22 And 2022/23

STAFF REPORT: B. Zenoni

RECOMMENDATION: Adopt Resolution No. 2021-____, a Resolution of the City Council of the City of Citrus Heights, California, Approving Amendments to the Fiscal Year 2021-22 and 2022-23 Police Department Budget

12. SUBJECT: Resolution Of Intention To Renew Sunrise MarketPlace Property And Business Improvement District

STAFF REPORT: M. Huber

RECOMMENDATION: Adopt Resolution No. 2021-____, a Resolution of the City Council of the City of Citrus Heights, California, Declaring its Intention to Renew the Sunrise MarketPlace Property and Business Improvement District

13. SUBJECT: Senate Bill 1 (SB1) Road Maintenance And Rehabilitation Account Funding And Project List For FY 2021-2022

STAFF REPORT: R. Cave/ L. Blomquist

RECOMMENDATION: Adopt Resolution No. 2021-____, a Resolution of the City Council of the City of Citrus Heights, California, Approving the Fiscal Year 2021-2022 Project List to be Funded by Senate Bill 1: The Road Repair and Accountability Act of 2017

14. SUBJECT: Measure A: Approval Of Decennial Review Expenditure Plan Amendments

STAFF REPORT: R. Cave

RECOMMENDATION: Adopt Resolution No. 2021-____, a Resolution of the City Council of the City of Citrus Heights, California, Approving the Sacramento Transportation Authority Decennial Review Amendments

15. SUBJECT: Urgency Ordinance – Fireworks Regulation And Enforcement

STAFF REPORT: J. Russo/ R. Jones

RECOMMENDATION: Adopt Ordinance No. 2021-____, An Urgency Ordinance of the City Council of the City of Citrus Heights, Amending Chapter 38 of the Citrus Heights Code Relating to Fireworks

16. SUBJECT: Discussion And Possible Action To Support San Juan Unified School District Board Of Education Transitioning From 'At-Large' To 'By-Trustee' Elections Comprised Of 7 Electoral Districts

DEPARTMENT REPORTS

17. SUBJECT: Permit-Ready Accessory Dwelling Unit Program

DEPARTMENT: Community Development Department

CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS / FUTURE AGENDA ITEMS

ADJOURNMENT

**CITY OF CITRUS HEIGHTS
CITY COUNCIL
Regular Meeting of Thursday, June 24, 2021
City Hall Council Chambers
6360 Fountain Square Drive., Citrus Heights, CA
Regular Meeting 7:00 p.m.**

HOW TO PARTICIPATE:

The City of Citrus Heights welcomes your interest and involvement in the City's legislative process. The City of Citrus Heights is allowing for remote and in person participation. The City Council has established a procedure for addressing the Council. Speaker Identification Sheets are provided on the table inside the Council Chambers. If you wish to address the Council during the meeting, please either complete a Speaker Identification Sheet and give it to the City Clerk, if participating via webcast you may use the Zoom hand raise function (or *9 if you join the webinar via telephone) and the host will unmute you when it is time to speak. Speakers will be limited to 3 minutes each. Alternatively, you may submit your comment via email to cityclerk@citrusheights.net or by completion of an online Speaker Card at <https://www.citrusheights.net/FormCenter/City-Council-Meetings-Speaker-Card-30>. Written public comments shall be limited to 250 words or less. Each comment will be read aloud by the City Clerk.

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

IN PERSON	ONLINE	ON TELEVISION
		
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June 18, 2021


Amy Van, City Clerk

**REGULAR CITY COUNCIL MEETING
7:00 PM**

CALL REGULAR MEETING TO ORDER

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

APPROVAL OF AGENDA

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

PUBLIC COMMENT

CONSENT CALENDAR

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STAFF REPORT: R. Lawrence/ J. Baldwin
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STAFF REPORT: R. Cave/ A. Velasquez
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STAFF REPORT: R. Lawrence/ A. Turcotte/ C. Morris
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PUBLIC HEARING

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STAFF REPORT: B. Zenoni/ T. Nossardi
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REGULAR CALENDAR

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STAFF REPORT: R. Cave/ L. Blomquist
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STAFF REPORT: R. Cave
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STAFF REPORT: J. Russo/ R. Jones
RECOMMENDATION: Adopt Ordinance No. 2021-____, An Urgency Ordinance of the City Council of the City of Citrus Heights, Amending Chapter 38 of the Citrus Heights Code Relating to Fireworks
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DEPARTMENT REPORTS

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DEPARTMENT: Community Development Department

CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS

ADJOURNMENT

**CITY OF CITRUS HEIGHTS
CITY COUNCIL
MINUTES
Special/ Regular Meeting of Thursday, June 10, 2021
Virtually from the City Hall Council Chambers
6360 Fountain Square Drive, Citrus Heights, CA**

CALL SPECAIL MEETING TO ORDER

The special council meeting was called to order at 6:30 p.m. by Mayor Miller.

- | | | | |
|----|------------|--------------------------|--|
| 1. | Roll Call: | Council Members present: | Bruins, Daniels, Schaefer, Middleton, Miller |
| | | Council Members absent: | None |
| | | Staff present: | Boyd, Jones, Huber, and Zenoni. |

PUBLIC COMMENT

None

CLOSED SESSION

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8
Property: 7137 Auburn Blvd., Citrus Heights, CA (APN 211-0020-025-0000)
Agency Negotiator: Interim City Manager Christopher W. Boyd and City Attorney Ryan Jones
Negotiating Parties: Woodside Homes
Under Negotiation: Both price and terms of payment

REPORT OUT OF CLOSED SESSION

No reportable action

ADJOURNMENT

Mayor Miller adjourned the special meeting at 6:48 p.m.

CALL REGULAR MEETING TO ORDER

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

1. The Flag Salute was led by Council Member Bruins.
- | | | | |
|----|------------|--------------------------|---|
| 2. | Roll Call: | Council Members present: | Bruins, Daniels, Schaefer, Middleton, Miller |
| | | Council Members absent: | None |
| | | Staff present: | Alejandrez, Boyd, Cave, Cooley, Jones, Kempenaar,
Lawrence, Lew, Poole, Reid, Van, and Zenoni. |
3. The video statement was read by City Clerk Van.

APPROVAL OF AGENDA

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

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

PRESENTATIONS

4. Employee Service Recognition

Human Resources Manager Alejandrez introduced the presentation recognizing individual employees who have reached employment milestones including either 5, 10, 15 or 20 years of service to the City.

Interim City Manager Boyd recognized the Assistant to the City Manager, Katherine Cooley for over 10 years of service.

Information Technology Manager Koski recognized the Information Technology Analyst, Patrick Lew for 20 years of service.

5. Republic Services Annual Update and Scholarship Awards

Anthony Smith with Republic Services presented the Republic Services Annual Report. Smith explained the impacts COVID-19 has had on Republic Services, including higher residential waste volumes and fewer in-person events. In lieu of the annual Citrus Heights poster contest, Republic Services hosted a Citrus Heights picture contest, the winning submissions are featured in the 2021 Customer Service Guide. He explained through their curbside services, residential campaigns, collection/drop off events and education, Republic Services and the City achieved an annual residential diversion level of 47.5%.

Ashley Scruti with Republic Services presented the 2021 Sustainability Scholarship winners. Republic Services sponsored three scholarships at \$1,000 each for graduating Citrus Heights seniors in San Juan Unified School District. The winners selected are interested in pursuing a degree in sustainability or a degree that will benefit the environment. She announced the winners – San Juan High School graduate Chanikarn Putson, Mesa Verde High School graduate Juan Castro Ascencio, and Mesa Verde High School graduate Paola Lopez.

6. CalRecycle Presentation on SB 1383 – Mandatory Organics Recycling

Operations Manager Mary Poole introduced staff from CalRecycle who discussed SB 1383, Mandatory Organics Recycling. Kara Morgan, Branch Chief for CalRecycle's Local Assistance and Market Development and Robert Carlson, Senior Environmental Scientist provided an overview of SB 1383's organic waste reduction requirements. SB 1383 passed in 2015 to address the state's wide-target to reduce organic waste by 50% in 2020 and 75% by 2025. These statewide programs reduce super pollutants and address food scarcity issues. Jurisdictions will be required to provide organics collection services to all residents and businesses, establish edible food recovery programs, conduct education and community outreach, secure access to recycling and edible food recovery, and monitor compliance and conduct enforcement.

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

Council Member Bruins attended the annual American Legion and Sylvan Cemetery Memorial Day celebration. Council Member Bruins mentioned that the Sacramento Regional County Sanitation has provided information regarding pests in the sewer lines and the preventative actions they are taking to address the issue. She also provided an update from the Police Activities League, which is planning to begin hosting in-person events.

Council Member Daniels attended the Bella Vista graduation parade at Sunrise Mall. Council Member Daniels requested an update regarding reopening the Council Chambers and City facilities.

Council Member Schaefer had no items to report at the time.

Vice Mayor Middleton provided an update from the Sacramento Area Council of Governments (SACOG) board meeting. She attended the SACOG Racial Equity and Inclusion working group, which discusses racial equity and inclusion as it pertains to housing in the region. Vice Mayor Middleton continued to provide an update from the California League of Cities meeting. She mentioned the Citrus Heights Chamber "Best of Citrus Heights" event, which honored numerous local businesses. Vice Mayor Middleton is also working with staff to conduct a vaccine clinic on June 26. She concluded by recognizing June as "Pride" month.

Mayor Miller attended the Memorial Day celebration at Sylvan Cemetery.

PUBLIC COMMENT

City Clerk Van read a public comment from Edixon Martinez, "I am writing to ask for help removing palm tree debris from the front of our home in Citrus Heights, CA. I received a Notice to abate: "palm tree with dead palm fronds needs to be trimmed and properly maintained" the first week of May. I called Officer O'Connor; I got scared as the letter stated that if I was still in violation of the Notice during a re-inspection after May 4th, I could be fined up to \$420.00. I am unemployed and live with my wife Claudia, my 80 years old mother, and my daughter Natalya 13. I explained to Officer Casey O'Connor my unemployment situation and asked for help for families in need, anything that can help since we could not afford to pay for such service; her answer was, "No. Keep me update in two weeks". I found a Craig list company to cut the palm for the same price to clean it, \$700. We used our depleted emergency family fund. We hoped the Sac. County or the City of Citrus Heights could help us to dispose of the palm tree cut stumps and palm branches. I spoke with Debra Nelsen, Sup. CE, Mary P. CHO manager, and even several supervisors at the Republic Services, and none of them have been able to help me find a solution yet. The letter stated the reason for this Notice was because "the City received a complaint, and an inspector has confirmed the violation."

Mr. Martinez addressed the City Council via Zoom to discuss the issue outlined in his public comment.

Mayor Miller stated he would contact the resident directly.

CONSENT CALENDAR

7. **SUBJECT:** Approval of Minutes
RECOMMENDATION: Approve the Minutes of the Regular Meeting of May 27, 2021
8. **SUBJECT:** Approval of Investment Policy for Fiscal Year 2021-22

STAFF REPORT: B. Zenoni

RECOMMENDATION: Adopt Resolution No. 2021- 038, a Resolution of the City Council of the City of Citrus Heights, California, Approving the Investment Policy and Delegating Authority to the Administrative Services Director to Invest Funds in Accordance with the Investment Policy

9. **SUBJECT:** Appropriation Limit for Fiscal Year 2021-22

STAFF REPORT: B. Zenoni/ T. Nossardi

RECOMMENDATION: Adopt Resolution No. 2021-039, a Resolution of the City Council of the City of Citrus Heights, California, Establishing an Appropriation Limit for Fiscal Year 2021-22

10. **SUBJECT:** Storm Drain Maintenance Services 2021-2026 – Award of Contract

STAFF REPORT: R. Cave/ D. Medema/ A. Velasquez

RECOMMENDATION: Adopt Resolution No. 2021-040, a Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to Execute an Agreement with Coastline Water Resources for Storm Drain Maintenance Services for July 1, 2021-June 30, 2026, and further Authorizing the City Manager or his Designee to Execute any Subsequent Extensions or Amendments under this Contract Consistent with the City Managers General Signing Authority

11. **SUBJECT:** 2021 Residential Street Resurfacing Project Award of Construction Contract – City PN 45-21-002

STAFF REPORT: L. Blomquist/ H. Young

RECOMMENDATION: Adopt Resolution No. 2021-041, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the Interim City Manager to Execute an Agreement with Goodfellow Bros. for the 2021 Residential Street Resurfacing Project and Finding the Project Categorically Exempt from the California Environmental Quality Act

12. **SUBJECT:** Proposed Amendment to the New Sylvan Purchase and Sale Agreement

STAFF REPORT: C. McDuffee/ R. Jones/ M. Huber

RECOMMENDATION: Adopt Resolution No. 2021- 042, Resolution of the City Council of the City of Citrus Heights, California; Approving the Second Amendment to the Purchase Agreement of Sylvan Property with Woodside Homes

ACTION: On a motion by Council Member Bruins, seconded by Council Member Schaefer, the City Council adopted Consent Calendar Items 6, 7, 8, 9, 10, 11, and 12.

AYES: Bruins, Daniels, Schaefer, Middleton, Miller

NOES: None

ABSENT: None

REGULAR CALENDAR

13. **SUBJECT:** Resolution of Intention to Record Delinquent Solid Waste Service Charges on Tax Roll

STAFF REPORT: M. Poole

RECOMMENDATION: Adopt Resolution No. 2021-043, a Resolution of the City Council's Intention to Record Delinquent Solid Waste Charges, Penalties and Interest on the Tax Roll

Operations Manager Poole stated the item is a recommendation to put the delinquent residential solid waste charges on the County tax roll. As of May 15, 2021, there were 1063 delinquent accounts with a total past due

balance of \$390,200. The next steps of this process include scheduling a Public Hearing for July 8, 2021 and Republic Services will mail notices of public hearing information to delinquent residents.

ACTION: On a motion by Council Member Bruins, seconded by Council Member Schaefer, the City Council adopted Resolution No. 2021-043, a Resolution of the City Council's Intention to Record Delinquent Solid Waste Charges, Penalties and Interest on the Tax Roll and set the Public Hearing for July 8, 2021.

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

14. **SUBJECT:** Possible Support of Upcoming Regional Sacramento Abandoned Vehicle Service Authority (SAVSA) Ballot Measure
STAFF REPORT: R. Lawrence/ A. Turcotte
RECOMMENDATION: Staff requests the City Council provide direction regarding possible financial support for a ballot measure. The City will then share its intent with the Sacramento Transportation Authority Board of Directors

Commander Turcotte presented on the possible support of upcoming Regional Sacramento Abandoned Vehicle Service Authority (SAVSA) Ballot Measure. SAVSA was established in 1992 and provided funds to assist with vehicle abatement, which are generated by a \$1 vehicle registration fee. The current fee is scheduled to sunset in April 2022. Under Proposition 26, the fee is now considered a tax and will require a 2/3 support of voters to reinstate. The Sacramento Transit Authority (STA) is planning to place the reinstatement of the fee on the 2022 Ballot. Citrus Heights receives between \$50,000-\$60,000 SAVSA funding annually. If the City decided to support the ballot measure, the City's portion to fund the ballot measure is an estimated \$62,000.

Jennifer Doll with the Sacramento Transit Authority stated the estimated costs to place the item on the 2022 Ballot are dependent on the jurisdictions who participate and final costs.

By consensus, the City Council did not support the proposed Regional Sacramento Abandoned Vehicle Service Authority Ballot Measure.

DEPARTMENT REPORTS

15. **SUBJECT:** American Rescue Plan Act Update
DEPARTMENT: Administrative Services Department

Interim Administrative Services Director Zenoni provided an update on the American Rescue Plan Act of 2021. He stated the two-year budget for 2021-2022 and 2022-2023 was passed in April 2021, prior to receiving the American Rescue Plan Act (ARPA) funding and regulations. Since the budget adoption, regulation on how this funding can be utilized has been received and discussed among staff. Citrus Heights received a total allocation of \$15,676,972, with \$7.8 million received on May 19, 2021. Expenditure guidelines were issued on May 10, 2021 and a second final rule is anticipated for August/September 2021. Guidelines emphasize that ARPA funding is one time funding, which must be obligated by December 31, 2024 and expended by December 31, 2026. Any funds that are not obligated or expended must be returned to the federal government. Staff has determined that funding can be utilized to respond to the public health emergency and its negative economic impacts. The proposed action plan includes 2 phases; phase 1 will use the current guidelines to support

restoring public safety staff, which is aligned with the Finance Committee's feedback and community priorities. Phase 2 will align with the final guidelines provided by the U.S. Treasury and ongoing community engagement.

16. **SUBJECT:** Fireworks Enforcement and Operations Plan
DEPARTMENT: Police Department

Commander Russo provided an overview of 2021 Fireworks Enforcement operations plan. In collaboration with Sac Metro Fire, Sacramento County, and regional partners the 2021 Fireworks Enforcement plan will emphasize fire safety education through social media, countywide collaboration, and a tip line. A public service announcement with Sac Metro Fire and allied agencies provides education on fire safety, fire danger, and zero tolerance and enforcement tactics. Although the fire related calls for service have decreased over the last three-years, Commander Russo anticipates increased fireworks activity. Regional ordinances allow for safe and sane fireworks, meaning legal fireworks are only allowed to be sold during the Fourth of July holiday. The City's current ordinance does not dictate a time of use for safe and sane fireworks. Some cities in the region have adopted a Social Host ordinance, which holds property owners responsible for the use of illegal fireworks.

Sac Metro Fire District Deputy Chief, Tyler Wagaman, discussed the current operation plan including increased fire patrol. Deputy Fire Marshall Chrishana Fields provided an overview of the proactive measures Sac Metro Fire has implemented for the upcoming holiday.

City Attorney Jones provided guidance on amending the current fireworks ordinance, including adopting a social host ordinance or banning firework sales.

By consensus, the City Council directed staff to bring back an emergency ordinance adding the Social Host component as discussed, to the City's fireworks ordinance and recommending a time limitation of 11:00 p.m. to 8:00 a.m.

CITY MANAGER ITEMS

Interim City Manager Boyd provided an update on the current COVID-19 guidance regarding public meetings. He stated staff will continue to keep Council updated as regulations from Cal/OSHA become clear.

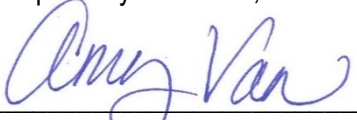
ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS

None

ADJOURNMENT

Mayor Miller adjourned the regular meeting at 9:27 p.m.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Amy Van", is written over a horizontal line.

Amy Van, City Clerk



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: June 24, 2021

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

FROM: Ron Lawrence, CHPD Chief of Police
Jason Baldwin, CHPD Lieutenant

SUBJECT: CHPD Red Light Photo Enforcement Program – Contract Renewal

Summary and Recommendation

In July 2007, staff recommended approving a resolution, which authorized the City Manager to execute an agreement with Redflex Traffic Systems, Inc. to equip the City with support services, licenses, application and citation equipment related to digital photo and video red light enforcement system for up to 21 approaches throughout the City.

The Citrus Heights Police Department implemented the Red Light Photo Enforcement Program in 2008. Currently, there are operational cameras capturing ten approaches at eight intersections within the City. Citrus Heights statistics indicate since the photo enforcement program began, collisions at the monitored intersections have decreased significantly.

Staff recommends City Council adopt Resolution No. 2021-___ authorizing the City Manager to amend the agreement with Redflex Traffic Systems, Inc. in order to continue to equip the City with support services, licenses, application and citation equipment related to digital photo and video red light enforcement for the existing intersections and up to twenty-one approaches throughout the City.

Fiscal Impact

By contract, the fiscal impact of Red Light Photo Enforcement Program will be a fixed monthly fee of \$4,100 per month per designated intersection approach for all existing designated intersection approaches (this fee was negotiated down from the previous contract rate of \$4,560 per approach). The contract calls for \$6,070 per month for new approaches paid to Redflex. This covers equipment installation, maintenance and the processing of the photo/motion picture and video. Under the contract, Redflex receives payments only after the City has recovered its costs from gross revenue of the Red Light Camera Enforcement program.

Language included in the contract entitles the City to recover the first \$8,500 per month from gross cash received to be applied to operational costs, which include the personnel costs to administer the program. Program administration consists of evaluation of photos and video to determine violations, issue citations, attend court proceedings, system audits and training.

Previous Contract: \$547,200 annually

New Contract: \$492,000 annually

Background and Analysis

A 2006 report from the National Highway Traffic Safety Administration (NHTSA) reports that in 2005, nearly 9,200 people died and approximately one million people were injured in intersection-related crashes. The report also stated that approximately 40 – 45 percent of all crashes occur at intersection-related crashes. Further, 2005 data from NHTSA's Fatality Analysis Reporting System, indicated crashes caused by red light running (RLR) resulted in an estimated 805 fatalities, nation-wide.

The City Council paid close attention to this problem when they adopted the Intersection Safety Improvement Prioritization Program Report in 2007. During field studies for the Intersection Safety Program, drivers were observed running the yellow and red phases of traffic signals throughout Citrus Heights. This driving behavior can lead to angle crashes, which are typically more severe than other crash types. The Intersection Safety Improvement Prioritization Program Report included a recommendation to add Red Light Camera Enforcement to certain intersections throughout the City.

As a result, in July 2007, staff recommended and Council approved a resolution, which authorized the City Manager to execute an agreement with Redflex Traffic Systems, Inc. to equip the City with support services, licenses, application and citation equipment related to a digital photo and video red light enforcement system for up to 21 approaches throughout the City.

Redflex conducted pre-contract video surveys to help determine the feasibility of implementing the program at specific intersection approaches. Several intersections were studied to determine the level of red light violations. In 2008, the Citrus Heights Police Department implemented the Red Light Photo Enforcement Program at the following intersections.

- Greenback Lane at San Juan Avenue
- Antelope Road at Auburn Boulevard
- Antelope Road at Garden Gate Drive
- Oak Avenue at Sunrise Boulevard
- Greenback Lane at Fountain Square

Since that time, the following intersections have been included into the program.

- Auburn Blvd at Greenback Lane
- Sunrise Blvd at Greenback Lane
- Greenback Lane at Park Oaks

The Red Light Photo Enforcement Program has been in effect for thirteen years and collision statistics at the majority of these intersections show a significant decrease in collisions.

Attachments:

1. Resolution No. 2021-___ Authorizing the City to Amend the Agreement with Redflex Traffic Systems, Inc. for the Red Light Photo Enforcement Program
2. “Exclusive Agreement Between the City of Citrus Heights and Redflex Traffic Systems, Inc. For Photo Red Light Enforcement Program” - 2007

Exhibits:

1. “Third Amendment to Exclusive Agreement Between The City of Citrus Heights And Redflex Traffic Systems, Inc. For Photo Red Light Enforcement Program” - 2021

RESOLUTION NO. 2021- ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, AUTHORIZING THE CITY TO AMEND THE AGREEMENT WITH
REDFLEX TRAFFIC SYSTEMS, INC FOR THE RED LIGHT PHOTO ENFORCEMENT
PROGRAM**

WHEREAS, the City has a high volume of traffic at intersections within its limits; and

WHEREAS, safety and operations issues are a community and City Council priority; and

WHEREAS, staff have identified intersections within the City limits with potential for safety improvements and would benefit from red light enforcement; and

WHEREAS, staff have seen a reduction in collisions at intersections where red light camera enforcement is currently in effect; and

WHEREAS, the City desires to continue a proactive program to reduce collisions and to identify sites with potential for safety improvements; and

NOW THEREFORE BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights that the City Manager is hereby authorized to amend the agreement with Redflex Traffic Systems, Inc. in substantially the form attached hereto, and that a copy of the Amended Agreement is available and on file in the City Clerk's office and is incorporated herein by reference and made a part of this Resolution.

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

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 24th day of June 2021 by the following vote, to wit:

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

Steve Miller, Mayor

ATTEST:

Amy Van, City Clerk

2559624.2

EXCLUSIVE AGREEMENT BETWEEN THE CITY OF CITRUS HEIGHTS
AND REDFLEX TRAFFIC SYSTEMS, INC. FOR
PHOTO RED LIGHT ENFORCEMENT PROGRAM

This Agreement (this "Agreement") is made as of this 10th day of December, 2007 by and between Redflex Traffic Systems, Inc. with offices at 6076 Bristol Parkway, Suite 106, Culver City, California 90230 ("Redflex"), and The City of Citrus Heights a municipal corporation, with offices at 6237 Fountain Square Drive, Citrus Heights, CA 95621-5577 (the "Customer").

RECITALS

WHEREAS, Redflex has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and citation processes related to digital photo red light enforcement systems; and

WHEREAS, the Customer desires to engage the services of Redflex to provide certain equipment, processes and back office services so that sworn peace officers of the Customer are able to monitor, identify and enforce red light running violations; and

WHEREAS, it is a mutual objective of both Redflex and the Customer to reduce the incidence of vehicle collisions at the traffic intersections and city streets that will be monitored pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **DEFINITIONS.** In this Agreement, the words and phrases below shall have the following meanings:
 - 1.1. "Authorized Officer" means the Police Project Manager or such other individual(s) as the Customer shall designate to review Potential Violations and to authorize the Issuance of Citations in respect thereto, and in any event, a sworn peace officer or a qualified employee of the Police Department.
 - 1.2. "Authorized Violation" means each Potential Violation in the Violation Data for which authorization to issue a citation in the form of an Electronic Signature is given by the Authorized Officer by using the Redflex System.
 - 1.3. "Citation" means the notice of a Violation, which is mailed or otherwise delivered by Redflex to the violator on the appropriate Enforcement Documentation in respect of each Authorized Violation.
 - 1.4. "Confidential or Private Information" means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person's business or methods of operation or concerning any of such Person's suppliers, licensors, licensees, customers or others with whom such Person has a business relationship, and which has current or potential value to such Person or the unauthorized

disclosure of which could be detrimental to such Person, including but not limited to:

- 1.4.1. Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials or components, the prices such Person obtains or has obtained from its clients or customers, or at which such Person sells or has sold its services; and
- 1.4.2. Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, devices, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term "trade secrets" shall mean the broadest and most inclusive interpretation of trade secrets.
- 1.4.3. Notwithstanding the foregoing, Confidential Information will not include information that: (i) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (ii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any party hereto in breach of this Agreement, (iii) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto, (iv) was required by a court of competent jurisdiction to be described, or (v) was required by applicable state law to be described.
- 1.5. "Designated Intersection Approaches" means the Intersection Approaches set forth on Exhibit A attached hereto, and such additional Intersection Approaches as Redflex and the Customer shall mutually agree from time to time.
- 1.6. "Electronic Signature" means the method through which the Authorized Officer indicates his or her approval of the issuance of a Citation in respect of a Potential Violation using the Redflex System.
- 1.7. "Enforcement Documentation" means the necessary and appropriate documentation related to the Photo Red Light Enforcement Program, including but not limited to warning letters, citation notices (using the specifications of the Judicial Council and the City, a numbering sequence for use on all citation notices (in accordance with applicable court rules), instructions to accompany each issued Citation (including in such instructions a description of basic court procedures, payment options and information regarding the viewing of images and data collected by the Redflex System), chain of custody records, criteria regarding operational policies for processing Citations (including with respect to coordinating with the Department of Motor Vehicles), and technical support documentation for applicable court and judicial officers .
- 1.8. "Equipment" means any and all cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Redflex Photo Red Light System(s), including but not limited to all camera systems, housings, radar units, servers and poles.

- 1.9. "Fine" means a monetary sum assessed for Citation, including but not limited to bail forfeitures, but excluding suspended fines.
- 1.10. "Governmental Authority" means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.
- 1.11. "Installation Date of the Photo Red Light Program" means the date on which Redflex completes the construction and installation of at least one (1) Intersection Approach in accordance with the terms of this Agreement so that such Intersection Approach is operational for the purposes of functioning with the Redlight Photo Enforcement Program.
- 1.12. "Intellectual Property" means, with respect to any Person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing), of such Person.
- 1.13. "Intersection Approach" means a conduit of travel with up to four (4) contiguous lanes from the curb (e.g., northbound, southbound, eastbound or westbound) on which at least one (1) system has been installed by Redflex for the purposes of facilitating Redlight Photo Enforcement by the Customer.
- 1.14. "Operational Period" means the period of time during the Term, commencing on the Installation Date, during which the Photo Red Light Enforcement Program is functional in order to permit the identification and prosecution of Violations at the Designated Intersection Approaches by a sworn peace officer of the Customer and the issuance of Citations for such approved Violations using the Redflex System.
- 1.15. "Person" means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.
- 1.16. "Police Project Manager" means the project manager appointed by the Customer in accordance with this Agreement, which shall be a sworn peace officer or a qualified employee of the Police Department and shall be responsible for overseeing the installation of the Intersection Approaches and the implementation of the Redlight Photo Enforcement Program, and which manager shall have the power and authority to make management decisions relating to the Customer's obligations pursuant to this Agreement, including but not limited to change order authorizations, subject to any limitations set forth in the Customer's charter or other organizational documents of the Customer or by the city counsel or other governing body of the Customer.
- 1.17. "Potential Violation" means, with respect to any motor vehicle passing through a Designated Intersection Approach, the data collected by the Redflex

System with respect to such motor vehicle, which data shall be processed by the Redflex System for the purposes of allowing the Authorized Officer to review such data and determine whether a Red Light Violation has occurred.

- 1.18. "Proprietary Property" means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person's business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spread sheets, computer programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections and invoices.
- 1.19. "Redflex Marks" means all trademarks registered in the name of Redflex or any of its affiliates, such other trademarks as are used by Redflex or any of its affiliates on or in relation to Photo Red Light Enforcement at any time during the Term this Agreement, service marks, trade names, logos, brands and other marks owned by Redflex, and all modifications or adaptations of any of the foregoing.
- 1.20. "Redflex Project Manager" means the project manager appointed by Redflex in accordance with this Agreement, which project manager shall initially be Ray Torrez or such person as Redflex shall designate by providing written notice thereof to the Customer from time to time, who shall be responsible for overseeing the construction and installation of the Designated Intersection Approaches and the implementation the Photo Red Light Enforcement Program, and who shall have the power and authority to make management decisions relating to Redflex's obligations pursuant to this Agreement, including but not limited to change-order authorizations.
- 1.21. "Redflex Photo Red Light System" means, collectively, the SmartCam™ System, the SmartOps™ System, the Redlight Photo Enforcement Program, and all of the other equipment, applications, back office processes and digital red light traffic enforcement cameras, sensors, components, products, software and other tangible and intangible property relating thereto.
- 1.22. "Photo Red Light Enforcement Program" means the process by which the monitoring, identification and enforcement of Violations is facilitated by the use of certain equipment, applications and back office processes of Redflex, including but not limited to cameras, flashes, central processing units, signal controller interfaces and detectors (whether loop, radar or video loop) which, collectively, are capable of measuring Violations and recording such Violation data in the form of photographic images of motor vehicles.
- 1.23. "Photo Redlight Violation Criteria" means the standards and criteria by which Potential Violations will be evaluated by sworn peace officers of the Customer, which standards and criteria shall include, but are not limited to, the duration of time that a traffic light must remain red prior to a Violation being deemed to have occurred, and the location(s) in an intersection which a motor vehicle must pass during a red light signal prior to being deemed to have

committed a Violation, all of which shall be in compliance with all applicable laws, rules and regulations of Governmental Authorities.

- 1.24. "SmartCam™ System" means the proprietary digital redlight photo enforcement system of Redflex relating to the Photo Red Light Enforcement Program.
 - 1.25. "SmartOps™ System" means the proprietary back-office processes of Redflex relating to the Photo Red Light Enforcement Program.
 - 1.26. "SmartScene™ System" means the proprietary digital video camera unit, hardware and software required for providing supplemental violation data.
 - 1.27. "Traffic Signal Controller Boxes" means the signal controller interface and detector, including but not limited to the radar or video loop, as the case may be.
 - 1.28. "Violation" means any traffic violation contrary to the terms of the Vehicle Code or any applicable rule, regulation or law of any other Governmental Authority, including but not limited to operating a motor vehicle contrary to traffic signals, and operating a motor vehicle without displaying a valid license plate or registration.
 - 1.29. "Violations Data" means the images and other Violations data gathered by the Redflex System at the Designated Intersection Approaches.
 - 1.30. "Warning Period" means the period of thirty (30) days after the Installation Date of the first intersection approach.
2. **TERM.** The term of this Agreement shall commence as of the date hereof and shall continue for a period of five (5) years after the Installation Date (the "Initial Term"). The Customer shall have the right, but not the obligation, to extend the term of this Agreement for up to two (2) additional consecutive and automatic two (2) year periods following the expiration of the Initial Term (each, a "Renewal Term" and collectively with the Initial Term, the "Term"). The Customer may exercise the right to extend the term of this Agreement for a Renewal Term by providing written notice to Redflex not less than thirty (30) days prior to the last day of the Initial Term or the Renewal Term, as the case may be.
 3. **SERVICES.** Redflex shall provide the Photo Red Light Enforcement Program to the Customer, in each case in accordance with the terms and provisions set forth in this Agreement.
 - 3.1. **INSTALLATION.** With respect to the construction and installation of (1) the Designated Intersection Approaches and the installation of the Redflex System at such Designated Intersection Approaches, the Customer and Redflex shall have the respective rights and obligations set forth on Exhibit B attached hereto.
 - 3.2. **MAINTENANCE.** With respect to the maintenance of the Redflex System at the Designated Intersection Approaches the Customer and Redflex shall have the respective rights and obligations set forth on Exhibit C attached hereto.
 - 3.3. **VIOLATION PROCESSING.** During the Operational Period, Violations shall be processed as follows:
 - 3.3.1. All Violations Data shall be stored on the Redflex System;

- 3.3.2. The Redflex System shall process Violations Data gathered from the Designated Intersection Approaches into a format capable of review by the Authorized Officer via the Redflex System;
- 3.3.3. The Redflex System shall be accessible by the Authorized Officer through a virtual private network in encrypted format by use of a confidential password on any computer equipped with a high-speed internet connection and a web browser;
- 3.3.4. Redflex shall provide the Authorized Officer with access to the Redflex System for the purposes of reviewing the pre-processed Violations Data within seven (7) days of the gathering of the Violation Data from the applicable Designated Intersection Approaches
- 3.3.5. The Customer shall cause the Authorized Officer to review the Violations Data and to determine whether a citation shall be issued with respect to each Potential Violation captured within such Violation Data, and transmit each such determination in the form of an Electronic Signature to Redflex using the software or other applications or procedures provided by Redflex on the Redflex System for such purpose, and REDFLEX HEREBY ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE A CITATION SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE AUTHORIZED OFFICER AND SHALL BE MADE IN SUCH AUTHORIZED OFFICER'S SOLE DISCRETION (A "CITATION DECISION"), AND IN NO EVENT SHALL REDFLEX HAVE THE ABILITY OR AUTHORIZATION TO MAKE A CITATION DECISION;
- 3.3.6. With respect to each Authorized Violation, Redflex shall print and mail a Citation within six (6) days after Redflex's receipt of such authorization; provided, however, during the Warning Period, warning violation notices shall be issued in respect of all Authorized Violations;
- 3.3.7. Redflex shall provide a toll-free telephone number for the purposes of answering citizen inquiries
- 3.3.8. Redflex shall permit the Authorized Officer to generate monthly reports using the Redflex Standard Report System.
- 3.3.9. Upon Redflex's receipt of a written request from the Customer and in addition to the Standard Reports, Redflex shall provide, without cost to the Customer, reports regarding the processing and issuance of Citations, the maintenance and downtime records of the Designated Intersection Approaches and the functionality of the Redflex System with respect thereto to the Customer in such format and for such periods as the Customer may reasonably request; provided, however, Redflex shall not be obligated to provide in excess of six (6) such reports in any given twelve (12) month period without cost to the Customer;
- 3.3.10. Upon the Customer's receipt of a written request from Redflex, the Customer shall provide, without cost to Redflex, reports regarding the prosecution of Citations and the collection of fines, fees and other monies in respect thereof in such format and for such periods as Redflex may reasonably request; provided, however, the Customer shall not be obligated

to provide in excess of six (6) such reports in any given twelve (12) month period without cost to Redflex and subject to availability of such reports and/or information from the Sacramento County court system;

3.3.11. During the six (6) month period following the Installation Date and/or upon Redflex's receipt of a written request from the Customer at least fourteen (14) calendar days in advance of court proceeding, Redflex shall provide expert witnesses for use by the Customer in prosecuting Violations; provided, however, the Customer shall use reasonable best efforts to seek judicial notice in lieu of requiring Redflex to provide such expert witnesses; and

3.3.12. During the three (3) month period following the Installation Date, Redflex shall provide such training to law enforcement personnel as shall be reasonably necessary in order to allow such personnel to act as expert witnesses on behalf of the Customer with respect to the Redlight Enforcement Program.

3.4. PROSECUTION AND COLLECTION; COMPENSATION. The Customer shall diligently prosecute Citations and the collection of all Fines in respect thereof, and Redflex shall have the right to receive, and the Customer shall be obligated to pay, the compensation set forth on Exhibit D attached hereto.

3.5. OTHER RIGHTS AND OBLIGATIONS. During the Term, in addition to all of the other rights and obligations set forth in this Agreement, Redflex and the Customer shall have the respective rights and obligations set forth on Exhibit E attached hereto.

3.6. UPGRADES TO SYSTEM. Commencing 24 months after the Installation Date Redflex shall provide Customer the option, at no cost to Customer, to upgrade the system to the latest available technology being offered by Redflex to other customers, including upgrades to hardware, software, camera system, violation detection systems, etc. Such offer shall be made in writing. Customer shall at any time thereafter have the right to direct Redflex to implement any or all such upgrades at its sole option. Upon receipt of Customer's election, Redflex shall diligently proceed to implement and/or install the selected upgrades at its sole cost and shall provide Customer with any necessary training to operate the upgraded system at no cost to Customer.

3.7. CHANGE ORDERS. The Customer may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice thereof to Redflex, setting forth in reasonable detail the proposed changes (a "Change Order Notice"). Upon Redflex's receipt of a Change Order Notice, Redflex shall deliver a written statement describing the effect, if any, the proposed changes would have on the pricing terms set forth in Exhibit D (the "Change Order Proposal"), which Change Order Proposal shall include (i) a detailed breakdown of the charge and schedule effects, (ii) a description of any resulting changes to the specifications and obligations of the parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the Customer. Following the Customer's receipt of the Change Order Proposal, the

parties shall negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes; provided, however, in the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection Approaches, or the addition of Intersection Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in Exhibit D shall govern. Any failure of the parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement, and any disagreement shall be resolved in accordance with Section 10.

4. License; Reservation of Rights.

4.1. License. Subject to the terms and conditions of this Agreement, Redflex hereby grants the Customer, and the Customer hereby accepts from Redflex upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (a) solely within the City of Citrus Heights, access and use the Redflex System for the sole purpose of reviewing Potential Violations and authorizing the issuance of Citations pursuant to the terms of this Agreement, and to print copies of any content posted on the Redflex System in connection therewith, (b) disclose to the public (including outside of the City of Citrus Heights that Redflex is providing services to the Customer in connection with Photo Red Light Enforcement Program pursuant to the terms of this Agreement, and (c) use and display the Redflex Marks on or in marketing, public awareness or education, or other publications or materials relating to the Photo Red Light Enforcement Program, so long as any and all such publications or materials are approved in advance by Redflex.

4.2. RESERVATION OF RIGHTS. The Customer hereby acknowledges and agrees that: (a) Redflex is the sole and exclusive owner of the Redflex System, the Redflex Marks, all Intellectual Property arising from or relating to the Redflex System, and any and all related Equipment, (b) the Customer neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement, and (c) by reason of the exercise of any such rights or interests of Customer pursuant to this Agreement, the Customer shall gain no additional right, title or interest therein.

4.3. RESTRICTED USE. The Customer hereby covenants and agrees that it shall not (a) make any modifications to the Redflex System, including but not limited to any Equipment, (b) alter, remove or tamper with any Redflex Marks, (c) use any of the Redflex Marks in any way which might prejudice their distinctiveness, validity or the goodwill of Redflex therein, (d) use any trademarks or other marks other than the Redflex Marks in connection with the Customer's use of the Redflex System pursuant to the terms of this Agreement without first obtaining the prior consent of Redflex, or (e) disassemble, de-compile or otherwise perform any type of reverse engineering to the Redflex System, the Redflex System, including but not limited to any Equipment, or to any, Intellectual Property or

Proprietary Property of Redflex, or cause any other Person to do any of the foregoing.

4.4. PROTECTION OF RIGHTS. Redflex shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of Redflex, including without limitation the filing of applications to register as trademarks in any jurisdiction any of the Redflex Marks, the filing of patent application for any of the Intellectual Property of Redflex, and making any other applications or filings with appropriate Governmental Authorities. The Customer shall not take any action to remedy or prevent such infringing activities, and shall not in its own name make any registrations or filings with respect to any of the Redflex Marks or the Intellectual Property of Redflex without the prior written consent of Redflex.

4.5. INFRINGEMENT. The Customer shall use its reasonable best efforts to give Redflex prompt notice of any activities or threatened activities of any Person of which it becomes aware that infringes or violates the Redflex Marks or any of Redflex's Intellectual Property or that constitute a misappropriation of trade secrets or act of unfair competition that might dilute, damage or destroy any of the Redflex Marks or any other Intellectual Property of Redflex. Redflex shall have the exclusive right, but not the obligation, to take action to enforce such rights and to make settlements with respect thereto. In the event that Redflex commences any enforcement action under this Section 4.5, then the Customer shall render to Redflex such reasonable cooperation and assistance as is reasonably requested by Redflex, and Redflex shall be entitled to any damages or other monetary amount that might be awarded after deduction of actual costs; provided, that Redflex shall reimburse the Customer for any reasonable costs incurred in providing such cooperation and assistance.

4.6. INFRINGING USE. The Customer shall give Redflex prompt written notice of any action or claim action or claim, whether threatened or pending, against the Customer alleging that the Redflex Marks, or any other Intellectual Property of Redflex, infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other Person, and the Customer shall render to Redflex such reasonable cooperation and assistance as is reasonably requested by Redflex in the defense thereof; provided, that Redflex shall reimburse the Customer for any reasonable costs incurred in providing such cooperation and assistance. If such a claim is made and Redflex determines, in the exercise of its sole discretion, that an infringement may exist, Redflex shall have the right, but not the obligation, to procure for the Customer the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement or replace them with non-infringing items.

5. Representations and Warranties.

5.1. Redflex Representations and Warranties.

5.1.1. Authority. Redflex hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.

5.1.2. Professional Services. Redflex hereby warrants and represents that any and all services provided by Redflex pursuant to this Agreement shall be

performed in a professional and workmanlike manner and, with respect to the installation of the Redflex System, subject to applicable law, in compliance with all specifications provided to Redflex by the Customer.

5.2. Customer Representations and Warranties.

5.2.1. Authority. The Customer hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.

5.2.2. Professional Services. The Customer hereby warrants and represents that any and all services provided by the Customer pursuant to this Agreement shall be performed in a professional and workmanlike manner.

5.3. LIMITED WARRANTIES. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, REDFLEX MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE REDFLEX SYSTEM OR ANY RELATED EQUIPMENT OR WITH RESPECT TO THE RESULTS OF THE CUSTOMER'S USE OF ANY OF THE FOREGOING. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, REDFLEX DOES NOT WARRANT THAT ANY OF THE DESIGNATED INTERSECTION APPROACHES OR THE REDFLEX SYSTEM WILL OPERATE IN THE WAY THE CUSTOMER SELECTS FOR USE, OR THAT THE OPERATION OR USE THEREOF WILL BE UNINTERRUPTED. THE CUSTOMER HEREBY ACKNOWLEDGES THAT THE REDFLEX SYSTEM MAY MALFUNCTION FROM TIME TO TIME, AND SUBJECT TO THE TERMS OF THIS AGREEMENT, REDFLEX SHALL DILIGENTLY ENDEAVOR TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

6. Termination.

6.1. **TERMINATION FOR CAUSE:** Either party shall have the right to terminate this Agreement immediately by written notice to the other if (i) state statutes are amended to prohibit or substantially change the operation of photo red light enforcement systems; (ii) any court having jurisdiction over City rules, or state or federal statute declares, that results from the Redflex System of photo red light enforcement are inadmissible in evidence; or (iii) the other party commits any material breach of any of the provisions of this Agreement. In the event of a termination due to Section 6.1(i) or 6.1(ii) above, Customer shall be relieved of any further obligations for payment to Redflex other than as specified in Exhibit "D". Either party shall have the right to remedy the cause for termination (Sec 6.1) within forty-five (45) calendar days (or within such other time period as the Customer and Redflex shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the non-causing party setting forth in reasonable detail the events of the cause for termination.

6.2. The rights to terminate this Agreement given in this Section 6.1 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach of this Agreement.

- 6.3. PROCEDURES UPON TERMINATION. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination. Except as set forth in Section 6.3, upon the termination of this Agreement, all of the provisions of this Agreement shall terminate and:
- 6.3.1. Redflex shall (i) immediately cease to provide services, including but not limited to work in connection with the construction or installation activities and services in connection with the Photo Red Light Enforcement Program, (ii) promptly deliver to the Customer any and all Proprietary Property of the Customer provided to Redflex pursuant to this Agreement, (iii) promptly deliver to the Customer a final report to the Customer regarding the collection of data and the issuance of Citations in such format and for such periods as the Customer may reasonably request, and which final report Redflex shall update or supplement from time to time when and if additional data or information becomes available, (iv) promptly deliver to Customer a final invoice stating all fees and charges properly owed by Customer to Redflex for work performed and Citations issued by Redflex prior to the termination, and (v) provide such assistance as the Customer may reasonably request from time to time in connection with prosecuting and enforcing Citations issued prior to the termination of this Agreement.
- 6.3.2. The Customer shall (i) immediately cease using the Photo Red Light Enforcement Program, accessing the Redflex System and using any other Intellectual Property of Redflex, (ii) promptly deliver to Redflex any and all Proprietary Property of Redflex provided to the Customer pursuant to this Agreement, and (iii) promptly pay any and all fees, charges and amounts properly owed by Customer to Redflex for work performed and Citations issued by Redflex prior to the termination.
- 6.3.3. Unless the Customer and Redflex have agreed to enter into a new agreement relating to the Photo Red Light Enforcement Program or have agreed to extend the Term of this Agreement, Redflex shall remove any and all Equipment or other materials of Redflex installed in connection with Redflex's performance of its obligations under this Agreement, including but not limited to housings, poles and camera systems, and Redflex shall restore the Designated Intersection Approaches to substantially the same condition such Designated Intersection Approaches were in immediately prior to this Agreement.
- 6.4. SURVIVAL. Notwithstanding the foregoing, the definitions and each of the following shall survive the termination of this Agreement: (x) Sections 4.2 (Reservation of Rights), 5.1 (Redflex Representations and Warranties), 5.2 (Customer Representations and Warranties), 5.3 (Limited Warranty), 7 (Confidentiality), 8 (Indemnification and Liability), 9 (Notices), 10 (Dispute Resolution), 11.1 (Assignment), 11.17 (Applicable Law), 11.16 (Injunctive Relief; Specific Performance) and 11.18 (Jurisdiction and Venue), and (y) those provisions, and the rights and obligations therein, set forth in this Agreement which either by their terms state, or evidence the intent of the parties, that the

provisions survive the expiration or termination of the Agreement, or must survive to give effect to the provisions of this Agreement.

7. **EQUIPMENT RELOCATION.** The Customer may request that equipment be relocated at any time following the first year anniversary of the "go live" date for the system in question. If the decision to relocate the system is not mutually agreed to by Redflex, the Customer will be solely responsible for all associated relocation costs (i.e. construction, post-mortem conditions, equipment remedies, etc.). Payment for relocation of each system will be paid in one of two ways: 1) Costs to be paid in full at the time of relocation; 2) Costs to be amortized over the remaining length of the contract term and applied to the monthly fee for the system being relocated.
8. **CONFIDENTIALITY.** During the term of this Agreement and for a period of three (3) years thereafter, neither party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information learned from the other party during the course of the negotiations for this Agreement or during the Term of this Agreement. Upon termination of this Agreement, each party shall return to the other all tangible Confidential Information of such party. Each party shall retain in confidence and not disclose to any third party any Confidential Information without the other party's express written consent, except (a) to its employees who are reasonably required to have the Confidential Information, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (c) pursuant to, and to the extent of, a request or order by any Governmental Authority, including laws relating to public records.
9. **Indemnification and Liability.**
 - 9.1. **Indemnification by Redflex.** Subject to Section 8.3, Redflex hereby agrees to defend and indemnify the Customer and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and each of their affiliates, and all persons acting by, through, under or in concert with them, or any of them (individually a "Customer Party" and collectively, the "Customer Parties") against, and to protect, save and keep harmless the Customer Parties from, and to pay on behalf of or reimburse the Customer Parties as and when incurred for, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including reasonable attorneys', accountants' and expert witnesses' fees) of whatever kind and nature (collectively, "Losses"), which may be imposed on or incurred by any Customer Party arising out of or related to (a) any material misrepresentation, inaccuracy or breach of any covenant, warranty or representation of Redflex contained in this Agreement, (b) the negligence or willful misconduct of Redflex, its employees or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or willful misconduct of any Customer Party, or (c) any claim,

liability or damage to persons or property arising out of, relating to, or caused by, the use or operation of the Redflex System, including but not limited to any claim, action or demand (other than citation enforcement) arising out of, relating to, or alleging a malfunction of the Redflex System, except to the extent caused by the negligence or willful misconduct of any Customer Party.

9.2. Indemnification by Customer. Subject to Section 8.3, the Customer hereby agrees to defend and indemnify Redflex and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in concert with them, or any of them (individually a "Redflex Party" and collectively, the "Redflex Parties") against, and to protect, save and keep harmless the Redflex Parties from, and to pay on behalf of or reimburse the Redflex Parties as and when incurred for, any and all Losses which may be imposed on or incurred by any Redflex Party arising out of or in any way related to (a) any material misrepresentation, inaccuracy or breach of any covenant, warranty or representation of the Customer contained in this Agreement, (b) the negligence or willful misconduct of the Customer, its employees, contractors or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or willful misconduct of any Redflex Party, or (c) any claim, action or demand challenging the Customer's use of the Redflex System or any portion thereof, the validity of the results of the Customer's use of the Redflex System or any portion thereof, or the validity of the Citations issued, prosecuted and collected as a result of the Customer's use of the Redflex System or any portion thereof, except any claim, action or demand (other than citation enforcement) arising out of, relating to, or alleging a malfunction of the Redflex System, and further excepting any claim, action or demand for which Customer has immunity under State or Federal law.

9.3. Indemnification Procedures. In the event any claim, action or demand (a "Claim") in respect of which any party hereto seeks indemnification from the other, the party seeking indemnification (the "Indemnified Party") shall give the party from whom indemnification is sought (the "Indemnifying Party") written notice of such Claim promptly after the Indemnified Party first becomes aware thereof; provided, however, that failure so to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The Indemnifying Party shall have the right to choose counsel to defend such Claim (subject to the approval of such counsel by the Indemnified Party, which approval shall not be unreasonably withheld, conditioned or delayed), and to control, compromise and settle such Claim, and the Indemnified Party shall have the right to participate in the defense at its sole expense; provided, however, the Indemnified Party shall have the right to take over the control of the defense or settlement of such Claim at any time if the Indemnified Party irrevocably waives all rights to indemnification from and by the Indemnifying Party. The Indemnifying Party and the Indemnified Party shall cooperate in the defense or

settlement of any Claim, and no party shall have the right enter into any settlement agreement that materially affects the other party's material rights or material interests without such party's prior written consent, which consent will not be unreasonably withheld or delayed.

- 9.4. LIMITED LIABILITY. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability arising out of or relating to this Agreement.
10. NOTICES. Any notices to be given hereunder shall be in writing, and shall be deemed to have been given (a) upon delivery, if delivered by hand, (b) upon the date of receipt or refusal after being mailed first class, certified mail, return receipt requested, postage and registry fees prepaid, or (c) upon receipt after being delivered to a reputable overnight courier service, excluding the U.S. Postal Service, prepaid, marked for next day delivery, if the courier service obtains a signature acknowledging receipt, in each case addressed or sent to such party as follows:
- 10.1. Notices to Redflex:
Redflex Traffic Systems, Inc.
15020 North 74th Street
Scottsdale, AZ 85260
Attention: Ms. Karen Finley
Facsimile: (480) 607-5552
- 10.2. Notices to the Customer:
City of Citrus Heights
6237 Fountain Square Drive
Citrus Heights, CA 95621-5577
Attention: Henry Tingle, City Manager
Facsimile: (916) 725-5799

11. **DISPUTE RESOLUTION.** Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section 10, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to binding or nonbinding arbitration or mediation.

12. **Miscellaneous.**

12.1. **Assignment.** Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the Customer hereby acknowledges and agrees that the execution (as outlined in Exhibit F), delivery and performance of Redflex's rights pursuant to this Agreement shall require a significant investment by Redflex, and that in order to finance such investment, Redflex may be required to enter into certain agreements or arrangements ("Financing Transactions") with equipment lessor's, banks, financial institutions or other similar persons or entities (each, a "Financial Institution" and collectively, "Financial Institutions"). The Customer hereby agrees that Redflex shall have the right to assign, pledge, hypothecate or otherwise transfer ("Transfer") its rights, or any of them, under this Agreement to any Financial Institution in connection with any Financing Transaction between Redflex and any such Financial Institution, subject to the Customer's prior written approval, which approval shall not be unreasonably withheld or delayed. The Customer further acknowledges and agrees that in the event that Redflex provides written notice to the Customer that it intends to Transfer all or any of Redflex's rights pursuant to this Agreement, and in the event that the Customer fails to provide such approval or fails to object to such Transfer within forty-five (45) business days after its receipt of such notice from Redflex, for the purposes of this Agreement, the Customer shall be deemed to have consented to and approved such Transfer by Redflex. Notwithstanding the above, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective successors or assigns. Notwithstanding any permitted assignment or transfer, nothing herein shall relieve Redflex of its obligations set forth in this Agreement, nor modify any of the terms and conditions of this Agreement without the express written approval of Customer.

12.2. **RELATIONSHIP BETWEEN REDFLEX AND THE CUSTOMER.** Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. The relationship between the parties shall be that of

independent contractors, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either party to incur any debts or liabilities or obligations on behalf of the other party (except as specifically provided herein).

- 12.3. AUDIT RIGHTS. Each of parties hereto shall have the right to audit to audit the books and records of the other party hereto (the "Audited Party") solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight (48) hours' prior notice to the Audited Party, at mutually convenient times and during the Audited Party's normal business hours. Except as otherwise provided in this Agreement, the cost of any such audit shall be borne by the non-Audited Party. In the event any such audit establishes any underpayment of any payment payable by the Audited Party to the non-Audited Party pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall, and in the event that any such audit establishes that the Audited Party has underpaid any payment by more than twenty five percent (25%) of the amount of actually owing, the cost of such audit shall be borne by the Audited Party. In the event any such audit establishes any overpayment by the Audited Party of any payment made pursuant to this Agreement, non-Audited Party shall promptly refund to the Audited Party the amount of the excess.
- 12.4. FORCE MAJEURE. Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by Redflex, and unusually severe weather. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.
- 12.5. ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the parties, and there are no other agreements (other than invoices and purchase orders), whether written or oral, which affect its terms. This Agreement may be amended only by a subsequent written agreement signed by both parties.
- 12.6. SEVERABILITY. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- 12.7. WAIVER. Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
- 12.8. CONSTRUCTION Except as expressly otherwise provided in this Agreement, this Agreement shall be construed as having been fully and completely negotiated and neither the Agreement nor any provision thereof shall be construed more strictly against either party.

- 12.9. HEADINGS. The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation or applicability of this Agreement or any term, condition or provision hereof.
- 12.10. EXECUTION AND COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement, and no party shall be required to produce an original or all of such counterparts in making such proof.
- 12.11. COVENANT OF FURTHER ASSURANCES. All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereof or to carry out the intent of this Agreement.
- 12.12. REMEDIES CUMULATIVE. Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.
- 12.13. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and permitted assigns.
- 12.14. COMPLIANCE WITH LAWS. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the term, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the Parties as expressed in this Agreement.
- 12.15. NO THIRD PARTY BENEFIT. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any Person who is not a party to this Agreement.
- 12.16. INJUNCTIVE RELIEF: SPECIFIC PERFORMANCE. The parties hereby agree and acknowledge that a breach of Sections 4.1 (License), 4.3 (Restricted Use) or 7 (Confidentiality) of this Agreement would result in severe and irreparable injury to the other party, which injury could not be adequately compensated by an award of money damages, and the parties therefore agree and acknowledge that they shall be entitled to injunctive relief in the event of any breach of any material term, condition or provision of this Agreement, or to enjoin or prevent such a breach, including without limitation an action for specific performance hereof.

- 12.17. APPLICABLE LAW. This Agreement shall be governed by and construed in all respects solely in accordance with the laws of the State of California, United States.
- 12.18. JURISDICTION AND VENUE. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction and venue of the courts located in the County of Sacramento, CA and both parties specifically agree to be bound by the jurisdiction and venue thereof.

(The remainder of this page is left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

"Customer"

CITY OF CITRUS HEIGHTS

By: 
Name: Henry Tingle
Title: City Manager

"Redflex"

REDFLEX TRAFFIC SYSTEMS, INC.,

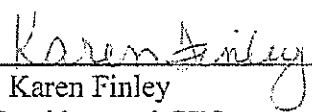
By: 
Name: Karen Finley
Title: President and CEO

EXHIBIT "A"
Designated Intersection Approaches

The contract is for the implementation of up to twenty (20) intersections. Identification of enforced intersection will be based on mutual agreement between Redflex and the City as warranted by community safety and traffic needs.

EXHIBIT "B"
Construction and Installation Obligations

Timeframe for Installation: Fixed Photo Red Light System

Redflex will have each specified intersection installed and activated in phases in accordance with an implementation plan to be mutually agreed to by Redflex Traffic Systems and the Municipality.

Redflex will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

Redflex will use reasonable commercial efforts to install and activate the first specified intersection within forty-five (45) to sixty (60) days subsequent to formal project kick-off. The Municipality agrees that the estimated timeframe for installation and activation are subject to conditions beyond the control of Redflex and are not guaranteed.

In order to provide the client with timely completion of the photo enforcement project Redflex Traffic Systems requires that the City assist with providing timely approval of City permit requests. The City acknowledges the importance of the safety program and undertakes that in order to keep the project on schedule the customer is to provide city engineers review of Redflex permit requests and all documentation in a timely manner.

1. Redflex Obligations. Redflex shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Redflex's sole expense):
 - 1.1. Appoint the Redflex Project Manager and a project implementation team consisting of between one (1) and four (4) people to assist the Redflex Project Manager;
 - 1.2. Request current "as-built" electronic engineering drawings for the Designated Intersection Approaches (the "Drawings") from the city traffic engineer;
 - 1.3. Develop and submit to the Customer for approval construction and installation specifications in reasonable detail for the Designated Intersection Approaches, including but not limited to specifications for all radar sensors, pavement loops, electrical connections and traffic controller connections, as required; and
 - 1.4. Seek approval from the relevant Governmental Authorities having authority or jurisdiction over the construction and installation specifications for the Designated Intersection Approaches (collectively, the "Approvals"), which will include compliance with City permit applications.
 - 1.5. Finalize the acquisition of the Approvals;
 - 1.6. Submit to the Customer a public awareness strategy for the Customer's consideration and approval, which strategy shall include media and educational materials for the Customer's approval or amendment (the "Awareness Strategy");
 - 1.7. Develop the Redlight Violation Criteria in consultation with the Customer;
 - 1.8. Develop the Enforcement Documentation for approval by the Customer, which approval shall not be unreasonably withheld;

- 1.9. Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Intersection Approaches (under the supervision of the Customer);
- 1.10. Cause an electrical sub-contractor to complete all reasonably necessary electrical work at the Designated Intersection Approaches, including but not limited to the installation of all related Equipment and other detection sensors, poles, cabling, telecommunications equipment and wiring, which work shall be performed in compliance with all applicable local, state and federal laws and regulations;
- 1.11. Install and test the functionality of the Designated Intersection Approaches with the Redflex System and establish fully operational Violation processing capability with the Redflex System;
- 1.12. Implement the use of the Redflex System at each of the Designated Intersection Approaches;
- 1.13. Deliver the Materials to the Customer; and
- 1.14. Issue citation notices for Authorized Violations;
- 1.15. Redflex shall provide training (i) for up to fifteen (15) personnel of the Customer, including but not limited to the persons who Customer shall appoint as Authorized Officers and other persons involved in the administration of the Redlight Photo Enforcement Program, (ii) for at least sixteen (16) hours in the aggregate, (iii) regarding the operation of the Redflex System and the Redlight Photo Enforcement Program, which training shall include training with respect to the Redflex System and its operations, strategies for presenting Violations Data in court and judicial proceedings and a review of the Enforcement Documentation;
- 1.16. Interact with court and judicial personnel to address issues regarding the implementation of the Redflex System, the development of a subpoena processing timeline that will permit the offering of Violations Data in court and judicial proceedings, and coordination between Redflex, the Customer and juvenile court personnel; and
- 1.17. Provide reasonable public relations resources and media materials to the Customer in the event that the Customer elects to conduct a public launch of the Redlight Photo Enforcement Program.
- 1.18. Citation processing and citation re-issuance
2. CUSTOMER OBLIGATIONS. The Customer shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Customer's sole expense):
 - 2.1.1. Appoint the Project Manager;
 - 2.1.2. Assist Redflex in obtaining the Drawings from the relevant Governmental Authorities;
 - 2.1.3. Notify Redflex of any specific requirements relating to the construction and installation of any Intersection Approaches or the implementation of the Redlight Photo Enforcement Program;
 - 2.1.4. Provide assistance to Redflex in obtaining access to the records data of the Department of Motor Vehicles in Redflex's capacity as an independent contractor to the Customer; and

- 2.1.5. Assist Redflex in seeking the Approvals
- 2.1.6. Provide reasonable access to the Customer's properties and facilities in order to permit Redflex to install and test the functionality of the Designated Intersection Approaches and the Redlight Photo Enforcement Program;
- 2.1.7. Provide reasonable access to the personnel of the Customer and reasonable information about the specific operational requirements of such personnel for the purposes of performing training;
- 2.1.8. Seek approval or amendment of Awareness Strategy and provide written notice to Redflex with respect to the quantity of media and program materials (the "Materials") that the Customer will require in order to implement the Awareness Strategy during the period commencing on the date on which Redflex begins the installation of any of the Designated Intersection Approaches and ending one (1) month after the Installation Date;
- 2.1.9. Assist Redflex in developing the Redlight Violation Criteria; and
- 2.1.10. Seek approval of the Enforcement Documentation.

EXHIBIT "C"

Maintenance

1. All repair and maintenance of Photo Red Light Enforcement systems and related equipment will be the sole responsibility of Redflex, including but not limited to maintaining the casings of the cameras included in the Redflex System and all other Equipment in reasonably clean and graffiti-free condition.
2. Redflex shall not open the Traffic Signal Controller Boxes without a representative of city Traffic Engineering present.
3. The provision of all necessary communication, broadband and telephone services to the Designated Intersection Approaches will be the sole responsibility of the Redflex
4. The provision of all necessary electrical services to the Designated Intersection Approaches will be the sole responsibility of the Customer
5. In the event that images of a quality suitable for the Authorized Officer to identify Violations cannot be reasonably obtained without the use of flash units, Redflex shall provide and install such flash units.
6. The Redflex Project Manager (or a reasonable alternate) shall be available to the Police Project Manager each day, on a reasonable best efforts basis.

EXHIBIT "D"
COMPENSATION & PRICING

Commencing on the expiration of the Warning Period for each Designated Intersection Approach. Customer shall be obligated to pay Redflex a fixed fee of \$6,350 per month for each Designated Intersection Approach ("Fixed Fee") as full remuneration for performing all of the services contemplated in this Agreement. For purposes herein, "Intersection Approach" shall include any additional equipment necessary to issue citations for right turn violations.

Cost Neutrality

Cost neutrality is assured to Customer - Customer will never be required to pay Redflex more than actual cash received.

The Customer agrees to pay Redflex within thirty (30) days after the invoice is received. Customer shall be obligated to pay the cumulative balance invoiced by Redflex, in accordance with terms set forth above, to the extent of **gross cash received by the Customer from automated red light violations. Before any payment is due to Redflex, Customer shall be entitled to recover the sum of \$8,500 per month from the gross cash received from automated red light violations (based on the time devoted by staff to administer automated red light violations for seven (7) Designated Intersection Approaches), prorated based on the number of actual Designated Intersection Approaches installed and operating in a given month. In the event that a balance remains unpaid due to a deficit in gross cash received by the Customer compared to invoiced amounts, Customer will provide to Redflex with each monthly payment, an accounting of such gross receipts supporting the amount withheld.**

1. In the event that the contract ends or is terminated and an invoiced balance is still owed to Redflex, all subsequent receipts from automated red light violations for a period of 12 months from date of termination will be applied to such balance and paid to Redflex
2. Payment will only be made by Customer up to the amount of cash received by Customer through the collection of red light citations up to the amount currently due.
3. Customer to open special revenue account and payments to Redflex will come only from the available balance in that account up to the amount currently due, including any unpaid prior invoiced amounts.
4. Cost neutrality will be reconciled and any necessary adjustments made at the end of the contract.
5. Cost neutrality is guaranteed except as follows:
 - If police fail to approve violations by the due date
 - If systems are de-activated due to Customer requirement
 - If collections are not reasonably pursued

- If the Customer fails to maintain the minimum yellow light change interval as established by Section 21455.7 of the California Vehicle Code (CVC).
- If the Customer chooses not to enforce right-hand turns
- If the Customer chooses to install systems at intersections where survey results show that less than 15 violations were counted
- If extreme circumstances beyond the control of Redflex cause the shortage

BUSINESS ASSUMPTIONS FOR ALL PRICING OPTIONS:

1. Redflex construction will be able to utilize existing conduit for installation where space is available. If it is determined that new conduit must be installed the cost of the installation of the same shall be borne by Redflex.
2. Each year, on the anniversary date of the contract, the pricing will increase by the CPI. CPI will be derived from the publication of the U.S. Department of Labor Consumer Price Index for U.S. City average.
3. Except where a balance remains unpaid due to a deficit in the gross cash received as described herein, Customer agrees to pay Redflex within thirty (30) days after the invoice is received. A monthly late fee of 1.5% is payable for amounts remaining unpaid 60 days from date of invoice.
4. The provision of all necessary communication, broadband and telephone services to the Designated Intersection Approaches will be the sole responsibility of Redflex
5. The on-going provision of any and all necessary electrical power to the Designated Intersection Approaches will be the sole responsibility of the Customer
6. The Customer shall require any and all employees who may operate or occupy the Equipped Motor Vehicles to complete a mandatory training program to insure that (a) the Equipped Motor Vehicles are operated in a safe manner and (b) all warnings and instructions that accompany the Equipped Motor Vehicles are understood and heeded.
7. Redflex shall be solely responsible for installing required signage. Redflex shall be solely responsible for the fabrication of any signage, notices or other postings required pursuant to any law, rule or regulation of any Governmental Authority ("Signage"), including but not limited to the Vehicle Code, and Customer shall assist in determining the placement of such Signage. Redflex shall submit signage design drawings to the appropriate local authority for approval. Any changes or modifications to signage requirements will be the responsibility of the Customer.
8. Required Credit Card fees will not be considered to be revenue received and are the responsibility of the violator.
9. Roadway/Intersection improvement projects: Customer shall reimburse Redflex the costs of replacing and or modification of operational system approaches.
10. If a system is deactivated at the Customer's request due to roadway construction, the monthly fee will continue.

Exhibit "E"

Additional Rights and Obligations

Redflex and the Customer shall respectively have the additional rights and obligations set forth below:

1. Redflex shall assist the Customer in public information and education efforts, including but not limited to the development of artwork for utility bill inserts, press releases and schedules for any public launch of the Redlight Photo Enforcement Program (actual print and production costs are the sole responsibility of the Customer).
2. As part of the standard reports, Redflex will provide a report that monitors violation counts at each enforced intersection; which will demonstrate the impact of Redflex system.
3. Redflex shall be solely responsible for installing and maintaining such Signage. The Redflex shall be solely responsible for the fabrication of any signage, notices or other postings required pursuant to any law, rule or regulation of any Governmental Authority ("Signage"), including but not limited to the Vehicle Code, and shall assist in determining the placement of such Signage.
4. The Redflex Project Manager and the Police Project Manager shall meet on a weekly basis during the period commencing as of the date of execution hereof and ending on the Installation Date, and on a monthly basis for the remainder of the Term, at such times and places as the Redflex Manager and the Customer Manager shall mutually agree.
5. The Customer shall not access the Redflex System or use the Redlight Photo Enforcement Program in any manner other than prescribed by law and which restricts or inhibits any other Person from using the Redflex System or the Redflex Photo Enforcement Program with respect to any Intersection Approaches constructed or maintained by Redflex for such Person, or which could damage, disable, impair or overburden the Redflex System or the Redflex Photo Enforcement Program, and the Customer shall not attempt to gain unauthorized access to (i) any account of any other Person, (ii) any computer systems or networks connected to the Redflex System, or (iii) any materials or information not intentionally made available by Redflex to the Customer by means of hacking, password mining or any other method whatsoever, nor shall the Customer cause any other Person to do any of the foregoing.
6. The Customer shall maintain the confidentiality of any username, password or other process or device for accessing the Redflex System or using the Redlight Photo Enforcement Program.
7. Each of Redflex and the Customer shall advise each other in writing with respect to any applicable rules or regulations governing the conduct of the other on or with respect to the property of such other party, including but not limited to rules and regulations relating to the safeguarding of confidential or proprietary information, and

8. The Customer shall promptly reimburse Redflex for the cost of repairing or replacing any portion of the Redflex System, or any property or equipment related thereto, damaged directly or indirectly by the Customer, or any of its employees, contractors or agents.
9. Redflex shall promptly repair or reimburse Customer for the cost of repairing or replacing any traffic signal equipment, pavement, or other property of Customer, damaged directly or indirectly by Redflex, or any of its employees, contractors or agents.
10. If during the first thirty-six months following installation a system is deactivated at the Customer's request due to roadway construction, the monthly fee will continue.

Insurance

1. During the Term, Redflex shall procure and maintain at Redflex's sole cost and expense the following insurance coverage with respect to claims for injuries to persons or damages to property which may arise from or in connection with the performance of work or services pursuant to this Agreement by Redflex, and each of Redflex's subcontractors, agents, representatives and employees:
 - a. Commercial General Liability Insurance. Commercial General Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage;
 - b. Commercial Automobile Liability Insurance. Commercial Automobile Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury or property damage, including but not limited to coverage for all automobiles owned by Redflex and hired by Redflex;
 - c. Professional Liability (Errors and Omissions) Insurance. Redflex will use its commercial best efforts to procure and maintain Professional Liability (Errors and Omissions) Insurance with coverage of not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.
 - d. Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance with coverage of not less than that required by the Labor Code of the State of (insert name), and Employer's Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) per occurrence.
2. With respect to the insurance described in the foregoing Section of this Exhibit E, any deductibles or self-insured retentions must be declared to and approved by the Customer, and any changes to such deductibles or self-insured retentions during the Term must be approved in advance in writing by the Customer.
3. With respect to the Commercial General Liability Insurance the following additional provisions shall apply:
 - a. The Customer Parties shall be named as additional insureds with respect to the Commercial General Liability insurance, and such coverage shall contain no special limitations on the scope of protection afforded to such additional insureds.
 - b. The insurance coverage procured by Redflex and described above shall be the primary insurance with respect to the Customer Parties in connection with this Agreement, and any insurance or self-insurance maintained by any of the Customer Parties shall be in excess, and not in contribution to, such insurance.
 - c. Any failure to comply with the reporting provisions of the various insurance policies described above shall not affect the coverage provided to the Customer Parties, and such insurance policies shall state the such insurance coverage shall apply separately with respect to each additional insured against whom any claim is made or suit is brought, except with respect to the limits set forth in such insurance policies.

4. With respect to the insurance described in the foregoing Section of this Exhibit E, if any of the Redflex Parties are notified by any insurer that any insurance coverage will be cancelled, Redflex shall immediately provide written notice thereof to the Customer and shall take all necessary actions to correct such cancellation in coverage limits, and shall provide written notice to the Customer of the date and nature of such correction. If Redflex, for any reason, fails to maintain the insurance coverage required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement, and the Customer shall have the right, but not the obligation and exercisable in its sole discretion, to either (i) terminate this Agreement and seek damages from Redflex for such breach, or (ii) purchase such required insurance, and without further notice to Redflex, deduct from any amounts due to Redflex pursuant to this Agreement, any premium costs advanced by the Customer for such insurance. If the premium costs advanced by the Customer for such insurance exceed any amounts due to Redflex pursuant to this Agreement, Redflex shall promptly remit such excess amount to the Customer upon receipt of written notice thereof.
5. Redflex shall provide certificates of insurance evidencing the insurance required pursuant to the terms of this Agreement, which certificates shall be executed by an authorized representative of the applicable insurer, and which certificates shall be delivered to the Customer prior to Redflex commencing any work pursuant to the terms of this Agreement.

Exhibit F

FORM OF ACKNOWLEDGMENT AND CONSENT

This Acknowledgement and Consent, dated as of December 17, 2007, is entered into by and between the City of Citrus Heights (the "City") and Redflex Traffic Systems, Inc., ("Redflex"), with reference to the Agreement between the city of Citrus Heights and Redflex Traffic Systems, inc. for Photo red light enforcement program, dated as of December 17, by and between the City and Redflex (the "Agreement").

1. Redflex has entered into a Credit Agreement, dated as of August 3, 2004 (the "Harris-Redflex Credit Agreement"), with Harris Trust and Savings Bank (the "Bank"), pursuant to which the Bank has provided certain working capital credit facilities to Redflex. Such credit facilities will provide Redflex the working capital that it needs to perform its obligations to the City under the Agreement.

2. Pursuant to the Harris-Redflex Credit Agreement, Redflex has granted Harris a security interest in all of Redflex's personal property as collateral for the payment and performance of Redflex's obligations to the Bank under the Harris-Redflex Credit Agreement. Such security interest applies to and covers all of Redflex's contract rights, including, without limitation, all of Redflex's rights and interests under the Agreement.

3. Redflex will not, by virtue of the Harris-Redflex Credit Agreement, be relieved of any liability or obligation under the Agreement, and the Bank has not assumed any liability or obligation of Redflex under the Agreement.

4. The City hereby acknowledges notice of, and consents to, Redflex's grant of such security interest in favor of the Bank in all of Redflex's rights and interests under the Agreement pursuant to the Harris-Redflex Credit Agreement.

5. The City further acknowledges and agrees that this Acknowledgement and Consent shall be binding upon the City and shall inure to the benefit of the successors and assigns of the Bank and to any replacement lender which refinances Redflex's obligations to the Bank under the Harris-Redflex Credit Agreement.

IN WITNESS WHEREOF, the City and Redflex have caused this Acknowledgement and Consent to be executed by their respective duly authorized and elected officers as of the date first above written.

The City:

CITY OF CITRUS HEIGHTS, a Municipal Corporation

By: Henry Tingle
Name: Henry Tingle
Title: City Manager

Redflex:

REDFLEX TRAFFIC SYSTEMS, INC.,
a Delaware Corporation

By: Karen Finley
Name: Karen Finley
Title: President and CEO

THIRD AMENDMENT TO
EXCLUSIVE AGREEMENT BETWEEN THE CITY OF CITRUS HEIGHTS
AND REDFLEX TRAFFIC SYSTEMS, INC. FOR
PHOTO RED LIGHT ENFORCEMENT PROGRAM

This Third Amendment (the “Third Amendment”) to Exclusive Agreement between the City of Citrus Heights and Redflex Traffic Systems, Inc. for Photo Red Light Enforcement Program is made by and between Redflex Traffic Systems, Inc. (“Redflex”) and the City of Citrus Heights, CA (“Customer”) (individually the “Party” and collectively referred to as the “Parties”). The Effective Date of this Third Amendment is August 01, 2021 (“Effective Date”).

RECITALS

1. The Parties executed the Exclusive Agreement between the City of Citrus Heights and Reflex Traffic Systems, Inc. for Photo Red Light Enforcement Program on December 10, 2007 (“the “Original Agreement”);
2. The Original Agreement was amended on November 8, 2012 (the “First Amendment”);
3. The Original Agreement was amended again on December 11, 2015 (the “Second Amendment”)
4. On December 11, 2020 the Term of the Original Agreement was extended until June 30, 2021 and added language to calculating net neutrality (the “December 2020 Extension Letter” collectively, with the Original Agreement, First Amendment and the Second Agreement, the “Agreement”);
5. The Parties now desire to extend the term of the Agreement and modify the Agreement to reflect changes to the Photo Red Light Enforcement Program.

The Parties amend the Agreement as follows:

TERMS AND CONDITIONS

- A. **Term.** Section 2, “Term” of the Agreement is updated as follows: The term of this Agreement shall commence on August 01, 2021 and shall continue for a period of five (5) years (the “Term”).
- B. **Compensation and Pricing.** Exhibit “D”, “Compensation & Pricing,” Section A.1 to the Agreement is amended as follows and commences upon the earlier of the complete installation of Halo 2.0 or August 01, 2021:
 - a. Fixed Monthly Fee of \$4,100 per month per Designated Intersection Approach for all Existing Designated Intersection Approaches.

All other provisions of Exhibit “D” shall remain unchanged.

- C. **Photo Red Light Camera System Upgrade.** According to a schedule to be mutually agreed to between the Parties, Redflex will upgrade the current Photo Red-Light Systems to Redflex's Halo 2.0 camera system.
- D. **Back-Office System Upgrade.** According to a schedule to be mutually agreed to between the Parties, Redflex will upgrade the current back-office system, SMARTscene® System and SMARTops® System ("Current Back-Office System"), to Redflex's Alcyon® back-office system ("Alcyon® System"). All terms and conditions of the Original Agreement applicable to the Current Back-Office System shall also be applicable to the Alcyon® System, including but not limited to all licensing and use restrictions set forth in Section 4 of the Original Agreement. The definition of "Redflex Photo Red Light System" as set forth in Section 1.21 of the Original Agreement shall include a reference to Redflex's Alcyon® System.
- E. **Notices.** Section 10.1 of the Agreement is amended in its entirety to read as follows:
- 10.1 Notices to Redflex:
Redflex Traffic Systems, Inc.
5651 W. Talavi Blvd., Suite 200
Glendale, AZ 85306
Attn: Legal Department
Email: legaldepartment@redflex.com
- F. **Enforceability of Non-Amended Terms and Conditions.** Except as expressly amended in this Third Amendment, the terms and conditions of the Agreement shall remain in full force and effect. To the extent that this Third Amendment conflicts with the terms of the Agreement, this Third Amendment shall control.
- G. **Governing Law and Forum.** This Third Amendment shall be construed in accordance with the laws of the State of California, and venue for any action shall lie in the County of Sacramento.
- H. **Severability.** If any term, condition, or covenant of this Third Amendment is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Third Amendment shall not be affected thereby and the Third Amendment shall be read and construed without the invalid, void, or unenforceable provision(s).
- I. **Interpretation of Third Amendment.** The headings within this Third Amendment are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Third Amendment. Each party hereto has had an equal opportunity to participate in the drafting of this Third Amendment and/or consult with legal counsel. Therefore the normal construction as against the drafting party shall not apply to this Third Amendment.

J. Counterparts. This Third Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute the same instrument.

IN WITNESS THEREOF, the parties hereto have executed this Third Amendment as of the day and year first set forth above.

CITY OF CITRUS HEIGHTS, CALIFORNIA

By: _____
Name:
Title: City Manager

Dated: _____

ATTEST:

Name:
Title: City Clerk

APPROVED AS TO FORM ONLY:

Name:
Title: City Attorney

REDFLEX TRAFFIC SYSTEMS, INC.

By: _____
Name: Mark Talbot
Title: President

Dated: _____



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: June 24, 2021

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

FROM: Colleen McDuffee, Community Development Director
Sergeant Seth Cimino, Citrus Heights Police Department
Stephanie Cotter, Housing & Human Services Program Coordinator

SUBJECT: **Approval of Contract with Sacramento Self-Help Housing for
Housing Counseling/Homeless Navigation Services**

Summary and Recommendation

Staff recommends the City Council Adopt Resolution No. 2021-___ Authorizing the City Manager to Execute a Contract with Sacramento Self-Help Housing for Housing Counseling/Homeless Navigation Services.

Fiscal Impact

The total not-to-exceed contract amount is \$85,589, with an annual increase of 2% throughout the five-year contract term. In the past, this contract has been funded with a combination of General Fund and Community Development Block Grant (CDBG) Program funds. However, this contract is now completely funded by state and federal grant revenue, including the city's CDBG and state Permanent Local Housing Allocation (PLHA) funds. On October 22, 2020, the City Council allocated \$16,000 in CDBG funding to Sacramento Self-Help Housing to provide housing counseling/homeless navigation services as part of the city's 2021 Action Plan and 2020-2024 Consolidated Plan. On December 10, 2020, the City Council allocated \$78,189 from the city's 2019 PLHA funds to provide supportive/case management services to people who are at-risk or currently experiencing homelessness in Citrus Heights.

Background and Analysis

The city has contracted with Sacramento Self-Help Housing for housing counseling/homeless navigation services since 2007. The city has been satisfied with the services provided by SSHH and would like to continue contracting with the nonprofit to ensure continuity of services. Furthermore, the city is not aware of any other existing organizations in this area that provides such services. The proposed contract includes the addition of an assistant navigator (0.5 FTE) to

support the city's existing homeless navigator (1.0 FTE), given the increased need. As mentioned above, this contract is fully funded with state and federal funds; therefore, the additional staffing will not impact the city's General Fund.

Attachments

- (1) Resolution No. 2021_ A Resolution of the City Council of the City of Citrus Heights
Authorizing the City Manager to Execute a Contract with Sacramento Self-Help Housing
for Housing Counseling/Homeless Navigation Services
- (2) Draft Sub-recipient Agreement with Sacramento Self-Help Housing for Housing
Counseling/Homeless Navigation Services

RESOLUTION NO. 2021-_____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT
WITH SACRAMENTO SELF-HELP HOUSING FOR HOUSING
COUNSELING/HOMELESS NAVIGATION SERVICES**

WHEREAS, the city desires to provide housing counseling and homeless navigation services to people at-risk or experiencing homelessness in Citrus Heights;

WHEREAS, on October 22, 2020, the City Council allocated \$16,000 in Community Development Block Grant funding (Fund 234) to Sacramento Self-Help Housing to provide housing counseling/homeless navigation services as part of the city's 2021 Action Plan and 2020-2024 Consolidated Plan;

WHEREAS, on December 10, 2020, the City Council allocated \$78,189 from the city's 2019 Permanent Local Housing Allocation (PLHA) funds for the Subrecipient to provide supportive/case management services to persons at-risk or currently experiencing homelessness in Citrus Heights;

WHEREAS, Sacramento Self-Help Housing has agreed to continue providing housing counseling/homeless navigation services for people in Citrus Heights who are at-risk or currently experiencing homelessness.

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

1. Authorizes the City Manager to execute a contract with Sacramento Self-Help Housing in an amount not-to-exceed \$85,589 in Year 1, with a 2% annual increase to provide housing counseling/navigation services.

BE IT FURTHER RESOLVED AND ORDERED that the contract with Sacramento Self-Help Housing will be for a term of five years.

PASSED AND ADOPTED by the City Council of the City of Citrus Heights the 24th day of June 2021, by the following roll call vote:

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

Steve Miller, Mayor

ATTEST:

Amy Van, City Clerk

**SUBRECIPIENT AGREEMENT FOR CDBG FUNDS BETWEEN THE CITY OF
CITRUS HEIGHTS AND SACRAMENTO SELF-HELP HOUSING FOR HOUSING
COUNSELING/HOMELESS NAVIGATION SERVICES**

THIS AGREEMENT is made and entered into this 1 day of July 2021, by and between the City of Citrus Heights, a municipal corporation, hereinafter called “Recipient,” and Sacramento Self-Help Housing, hereinafter called “Subrecipient”; jointly referred to as “Parties.”

W I T N E S S E T H

WHEREAS, on October 22, 2020, the Citrus Heights City Council approved the City of Citrus Heights Program Year 2021 Action Plan of the Consolidated Plan and projected use of funds pursuant to applicable federal regulations (24 CFR Part 570) (hereinafter referred to as the “2021 Action Plan”); and

WHEREAS, on October 22, 2020, the Citrus Heights City Council approved funding in the amount of \$90,000 from the city’s 2021 Community Development Block Grant (hereinafter referred to as “CDBG”) (Catalog of Federal Domestic Assistance #14.218) Program for nonprofits to provide public services; and

WHEREAS, the Federal Award date identified in the Grant Agreement for the 2021 CDBG funds is January 1, 2021; and

WHEREAS, on October 22, 2020, the Citrus Heights City Council approved funding in the amount of \$16,000 from the city’s 2021 Community Development Block Grant Program public service funds for the Subrecipient to provide housing counseling/homeless navigation services per the submitted scope of work, hereinafter referred to as the “Project”; and

WHEREAS, on December 10, 2020, the Citrus Heights City Council approved Resolution No. 2020-130 allocating funding in the amount of \$78,189 from the city’s 2019 Permanent Local Housing Allocation (PLHA) funds for the Subrecipient to provide supportive/case management services to persons at-risk or currently experiencing homelessness in Citrus Heights; and

WHEREAS, the total not-to-exceed annual contract amount is \$85,589 for Year 1 (July 1, 2021 through July 1, 2022), and shall increase by a rate of 2% each year thereafter; and

WHEREAS, this Agreement sets forth the benefits, entitlements, obligations and responsibilities bestowed upon, and agreed to, by the Subrecipient in exchange for receiving and using the CDBG funds to be used for the Project as described in this Agreement; and

WHEREAS, the Recipient completed the necessary federal environmental review documents per 24 CFR Part 58 to account for all CDBG funds allocated to the Project; and

WHEREAS, the Parties' participation in the programs funded by the Act complies with all applicable federal laws, regulations and executive orders; and

WHEREAS, the agreement shall remain in effect throughout the implementation of projects specified in the City of Citrus Heights' Program Year 2021 Action Plan of the 2020-2024 Consolidated Plan (Federal Award Identification #B-21-MC-06-0056) and any amendments thereto; and

WHEREAS, the Subrecipient, Data Universal Numbering System number (DUNS# 11-783-2520) is a "Subrecipient" as defined in the Code of Federal Regulations at 24 CFR 570.500(c); and

WHEREAS, the Parties desire to enter into this Agreement to govern the use of the CDBG funds for the Project; and

NOW THEREFORE, pursuant to the provisions of Title 24, Part 5, of the Code of Federal Regulations, the Parties agree as follows:

This Agreement sets forth the responsibilities of the Recipient and the Subrecipient in accomplishing the objectives of the CDBG program (CFDA Title #14.218) as set forth in the Housing and Community Development Act of 1974, as amended.

Pursuant to 2 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), the Recipient may provide CDBG funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "sub-recipients") to be used by the sub-recipients to provide certain eligible services in connection with the Recipient's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

Recipient agrees to fund the services of the Subrecipient, and the Subrecipient agrees to perform the services for Recipient hereinafter described in Exhibit A – Scope of Services, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

1. Scope of Services

A. Activity Description: The Subrecipient agrees to perform during the term of this Agreement, all tasks, obligations, and services set forth in the Scope of Services attached to this Agreement as Exhibit A and incorporated into this Agreement by this reference.

The Subrecipient may request minor modification of the tasks, schedule or budget in writing to the Recipient. The Recipient shall review each request to modify tasks, schedule or budget on a case-by-case basis and will respond to the Subrecipient within 30 days of the request.

B. National Objectives: All activities funded with CDBG funds must meet one of the CDBG programs' National Objectives: (1) to primarily benefit low- and moderate-income persons; (2) to aid in the prevention or elimination of slums or blight; or (3) to meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

C. Level of Accomplishment – Goals and Performance Measures: The Subrecipient certifies that the activities carried out under this Agreement will meet the CDBG program national objective of primarily benefitting low- and moderate-income persons. The Subrecipient agrees to provide the levels of program services according to the goals in Exhibit A.

D. Staffing: Any changes in key personnel assigned or their general responsibilities under this project as described in Exhibit A must be reported to the Recipient.

2. Payment for Services

The Recipient shall reimburse the Subrecipient for the services performed by the Subrecipient pursuant to the terms of this Agreement and in accordance with the terms set forth in the "Schedule of Compensation" attached hereto as Exhibit B. The compensation shall be paid at the time and manner set forth in Exhibit B. Further, the "Schedule of Compensation" shall be based on the Approved Line Item Budget as set forth in Exhibit B. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services/Program Expenses.

All requests for reimbursement shall be submitted on the City of Citrus Heights Payment Request Form for costs incurred under this Agreement, along with one (1) set of copies of original source documentation supporting the expenditures by the Subrecipient for the projects identified in Exhibit A – Scope of Services, which shall be submitted to the Recipient in such form acceptable to the Recipient in its sole and absolute discretion. Such documentation shall be submitted prior to any payment, in whole or in part, by the Recipient of the Reimbursement Amount.

The Subrecipient shall be liable for all amounts which are determined to be due by HUD including, but not limited to, disallowed costs which are the result of the Subrecipient's or its contractor's conduct under this Agreement. The Subrecipient shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between the Recipient and HUD arising from this Agreement.

All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 19 (Agreement Responsibility for Monitoring and Records) of this Agreement.

3. Availability of Funds/Modifications

The Recipient's provision of funding to the Subrecipient pursuant to this Agreement is contingent on the availability of CDBG funds, continued federal authorization of CDBG program activities, and the accumulation of CDBG Program Income, as set forth in Section 14 (Program Income). Subrecipient may amend or terminate this Agreement if CDBG funds become unavailable. This Agreement may be modified, by written amendment, or terminated as necessary by Recipient if necessary to comply with future Federal legislation, regulations or Recipient policy. All other modifications must be in written form and approved by both Parties. The Subrecipient shall use the Payment Request Form for reimbursement purposes.

4. Term of Agreement

The term of this Agreement shall commence on July 1, 2021, and terminate July 1, 2026, unless said work is completed prior to the date or unless sooner terminated as herein provided. All services required of the Subrecipient under this Agreement shall be completed on or before the end of this term.

5. Obligation of Funds/Time for Performance

The Subrecipient shall not perform any work, obligate any funds, incur any costs, or initiate any Project under this Agreement until all environmental review has been completed and certified by Recipient's Community Development Department and Recipient has issued a written "Authorization to Obligate Funds and Incur Costs."

6. Designated Representative

A. The Recipient's representative is as follows:

Name and Title:	Stephanie Cotter, Housing and Human Services Program Coordinator
Address:	City of Citrus Heights 6360 Fountain Square Drive Citrus Heights, CA 95621
E-mail Address:	scotter@citrusheights.net

B. The Subrecipient's representative who shall be responsible for job performance, negotiations, contractual matters, and coordination with the Recipient Representative is as follows:

Name and Title:	John Foley, Executive Director
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Address: Sacramento Self-Help Housing
P.O. Box 188445
Sacramento, CA 95818
E-mail Address: jfoley@sacselfhelp.org

7. Timely Completion and Expenditure

Timely completion of the Project is the highest priority of this Agreement. The Subrecipient shall develop and submit a remediation plan to the Recipient that outlines a detailed course of action to complete the project and drawdown funds in compliance with applicable regulations. Subrecipient shall demonstrate reasonable progress in the implementation of the Project by adhering to the remediation plan and by incurring all project related costs and expending allocated CDBG Project funds in accordance with established performance goals and standards.

Failure to comply with this Agreement and the remediation plan will trigger administrative requirements in accordance with 2 CFR Part 200.338 and 2 CFR Part 200.305(b) (6).

8. Compensation and Method of Payment

The Recipient shall reimburse the Subrecipient an amount not to exceed \$8,698 ("Reimbursement Amount") for services performed under this Agreement. This amount shall constitute full and complete compensation hereunder for the Project. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Housing and Community Development Act of 1974 for the amount indicated above, or from CDBG program income, as described in 24 CFR 570.500(a), and accumulated as a result of this Agreement. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project.

All reimbursement requests shall be submitted via the Request for Payment Form and shall include an invoice for costs incurred under this Agreement, along with one (1) set of copies of all original source documentation supporting the expenditures by the Subrecipient for the Project, which shall be submitted to the Recipient in such form acceptable to the Recipient in its sole and absolute discretion. Such supporting documentation shall be submitted prior to any payment, in whole or in part, by the Recipient of the Reimbursement Amount.

9. Compliance

The Subrecipient agrees that in executing this Agreement it undertakes hereby the same obligations to Recipient that Recipient has undertaken to HUD pursuant to

Recipient's CDBG application and certifications. The obligations undertaken by the Subrecipient include, but are not limited to, the obligation to comply with all federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following:

A. The Housing and Community Development Act of 1974 (Public Law 93-383) as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983; and the Housing and Community Development Act of 1987;

B. Final regulations of the Department of Housing and Urban Development relating to Community Development Block Grants (Title 24, Chapter V, Part 570 of the Code of Federal Regulations commencing with Section 570.1) dated September 6, 1988; and revisions to 24 CFR Part 570 at Subpart J entitled "Grant Administration" and dated March 11, 1988;

C. Regulations of the Department of Housing and Urban Development relating to environmental review procedures for the Community Block Grant program (Title 24, Subtitle A, Part 58 of the Code of Federal Regulations, commencing at Section 58.1) except that the Subrecipient does not assume Recipient's environmental responsibilities as described in 24 CFR Part 570.604;

D. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) as amended; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) (affirmatively furthering fair housing) as amended; Section 104(b) and Section 109 of title I of the Housing and Community Development Act of 1974 as amended; Section 3 of the Housing and Urban Development Act of 1968 (Employment Opportunities for Low- and Very Low-Income Persons); as amended, 12 U.S.C. 1701u; Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11246 as amended by Executive Orders 11375 and 12086; Executive Order 11063 as amended by Executive Order 12259; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights and 24 CFR 570.904(d) and 2 CFR Part 200.321:

1. Contracting with Small and Women and Minority Owned Businesses (W/MBE) (2 CFR 200.321). The Subrecipient will take all necessary affirmative steps to assure that minority owned and/or women owned business enterprises, and labor area surplus firms are used when possible. Such firms and businesses have 50% or more ownership by an ethnic minority person(s) and/or by woman/women. All construction projects receiving HUD funds and all contractors and subcontractors who receive \$10,000 or more in HUD funds shall fulfill these hiring requirements. These steps are in addition to full and open competition and must include, at a minimum, the following six affirmative steps:

- (a) Solicitation Lists. Subrecipient must place small and minority businesses and women's business enterprises on solicitation lists (2 CFR 200.321 (b) (1);
- (b) Solicitations. The Subrecipient must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources (2 CFR 200.321 (b) (2);
- (c) Dividing Requirements. Subrecipient must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises (2 CFR 200.321 (b) (3);
- (d) Delivery Schedules. The Subrecipient must establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises (2 CFR 200.321 (b) (4);
- (e) Obtaining Services and Assistance. The Subrecipient must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce (2 CFR 200.321 (b) (5); and
- (f) Prime Contractor Requirements. The Subrecipient must require the prime contractor, if subcontractors are anticipated or let, to take the five affirmative steps as described in (a) through (e) above (2 CFR 200.321 (b) (6).

2. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Recipient and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

E. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and regulations adopted to implement the Act in the Code of Federal Regulations, Title 24, Part 42;

F. Equal Employment Opportunity; Agreements exceeding \$10,000 are subject to the following:

During the performance of this Agreement, the Subrecipient agrees it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provisions on contractor agreements contained in Presidential Executive Order #11246 as amended by Executive Order 11375 and as approved by the Department of Labor Relations (41 CFR Part 61).;

G. 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"; including, but not limited to, applicable Section of Department of Housing and Urban Development regulations located at:

1. 24 CFR 570.502 – Uniform Administrative Requirements. Pursuant to 24 CFR 570.502, the Subrecipient will comply with the requirements of 2 CFR part 200, except that the following provisions shall not apply: § 200.305 as modified by 24 CFR 570.502(a)(1), 200.306, 200.307 as governed by 24 CFR 570.504, 200.308, 200.311 except as provided in 24 CFR 570.200(j) and governed by 24 CFR 570.505, 200.313 except as provided in 570.502(a)(6), 200.333 except as provided in 570.502(a)(7)(ii) for subrecipients. If there is a conflict between definitions in 2 CFR part 200 and 24 CFR part 570, the definitions in 24 CFR part 570 shall govern.

H. Public Law 89-665 the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and Executive Order 11593 including the procedures prescribed by Advisory Council on Historic Preservations in 36 Code of Federal Regulations, Part 800;

I. The Labor Standards Regulations set forth in Section 570.603 of 24 CFR Part 570; and HUD Handbook 1344.1. If this Agreement involves construction or facility improvements exceeding \$2,000 awarded by the Recipient, the Subrecipient agrees to comply with:

1. Prevailing Wages: Requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 USC 276a to 276 a-7) as supplemented in the Department of Labor regulations (29 CFR Part 5) applies. The Federal minimum wage rates for this Project as predetermined by the United States Secretary of Labor are set

forth in the Special Provisions. If there is a difference between the minimum wage rates predetermined by the Secretary of labor and the prevailing wage rates determined to be applicable to this Agreement by the Director of the California Department of Industrial Relations for similar classifications of labor, the Subrecipient and its contractor and subcontractors shall pay not less than the higher wage rate.

The Subrecipient agrees that, except with respect to the rehabilitation of residential property designed for residential use for less than eight (8) households, or as allowed by the Housing and Community Development Act of 1974, as amended, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the Recipient pertaining to such contract, and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 1, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$10,000.00.

2. Copeland Anti-Kickback Act: During the performance of this Agreement, the Subrecipient and its contractors and subcontractors agree to comply with the Copeland Anti-Kickback Act (18 USC 874) as supplemented in the Department of labor regulations (29 CFR Part 3). This act provides that the Subrecipient, its contractor and subcontractors shall be prohibited from inducing any person employed in the construction, completion, or repair of public facilities to give up any part of the compensation which they are otherwise entitled.

The Subrecipient, its contractor and subcontractors shall maintain documentation that demonstrates compliance with hour and wages requirements of this part. Such documentation shall be made available to the Recipient for review upon request. The Subrecipient's contractor and subcontractors agree to include a provision requiring such compliance in its lower tier covered contracts and transactions.

Agreements exceeding \$100,000 that involve the employment of mechanics or laborers shall comply with the following:

3. Contract Work Hours and Safety Standards Act: Where applicable, during the performance of this Agreement all contracts awarded by the Subrecipient, the prime contractor and subcontractors in excess of \$2,000 for construction contracts and in excess of \$100,000 are required, pursuant to the Contract Work Hours and

Safety Standards Act, to apply the four clauses below. These clauses shall be inserted in addition to the clauses required by 29 CFR Part 5.5(a) or 29 CFR Part 4.6. As used in this section, the terms laborers and mechanics include watchmen and guards.

a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a.) of this section.

c. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the U.S. Department of Housing and Urban Development (HUD) or the U.S. Department of Labor (DOL) withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b.) of this section.

d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a.) through (d.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a.) through (d.) of this section.

4. Bonding Requirements: For construction or facility improvements contracts or subcontracts exceeding the Simplified Acquisition Threshold (\$150,000) the Recipient may accept the bonding policy and requirements of the Subrecipient provided that the Recipient has made a determination that the CDBG funds are adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) Bid Guarantee. At the submission of a bid to the Subrecipient, the contractor shall furnish a "bid" guarantee equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) Performance Bond. At the time of execution of a contract between the Subrecipient and the contractor, the contractor shall furnish a "faithful performance" bond in the sum of one hundred percent (100%) of the contract price to guarantee the performance of the contract.
- (c) Payment Bond. At the time of execution of the contract, the contractor shall furnish a "payment" bond in the sum of one hundred percent (100%) of the contract price to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

J. The Architectural Barriers Act of 1968 (42 U.S.C. Section 4151 and the Americans with Disabilities Act of 1990 (ADA);

K. The Hatch Act relating to the conduct of political activities (Chapter 15 of Title 5, U.S.C.);

L. The Flood Disaster Protection Act of 1973 (Public Law 93-234 and the regulations adopted pursuant thereto) Section 202(a) and the regulations in 44 CFR parts 59 through 79;

M. The Clean Air Act (42 U.S.C. Chapter 85) and the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.) and the regulations adopted pursuant thereto;

N. Executive Order 12372, which requires State Clearinghouse review and comment of any CDBG project for the planning, construction, reconstruction, and/or installation of water or sewer facilities;

O. Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 (b)); and

P. Debarment and Suspension. An agreement or contract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM) database, in accordance with 2 CFR 180 that implements Executive Orders 12549 and 12689, "Debarment and Suspension." Provision of 24 CFR Part 570.609, and 24 CFR 5.105(c) for procurement activities regarding use of debarred, suspended, or ineligible contractors or subcontractors and 24 CFR Part 24 for non-procurement activities, regarding use of debarred, suspended, or ineligible contractors or subcontractors. This Agreement is a covered transaction for purposes of 2 CFR 180 and 2 CFR 3000. As such the Subrecipient is required to verify with the Recipient that the Subrecipient, its contractors, subcontractors, its principles (defined at 2 CFR 180.940), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

The Subrecipient must comply with 2 CFR 180, subpart C and 2 CFR 3000, subpart C during the term of this Agreement and any other contract that may arise as a result of this agreement. Subrecipient must include a provision requiring such compliance in its lower tier covered contracts and transactions.

If it is later determined that the Subrecipient did not comply with 2 CFR 1800, Subpart C and 2 CFR 3000, subpart C, in addition to other remedies available to the Recipient and the Federal Government, may pursue available remedies, including but not limited to suspension and/or debarment.

Contractors excluded, disqualified or otherwise ineligible (e.g., suspension, debarment, or limited denial of participation) for Federal procurement and non-procurement programs per 24 CFR 570.609 shall not be considered for contract award. This applies to any CDBG-assisted contracts for the procurement of goods and services, professional services, public services, and construction activities (prime and sub-prime contractors).

The Subrecipient shall work with the Recipient to verify eligibility for all contractors and subcontractors, its principles or its affiliates are not excluded or disqualified subject to procurement requirements prior to contract award by the Subrecipient. The Subrecipient shall not use a self-certification letter or form signed by the contractor as a substitute for evidence of their eligibility status.

To verify and document a contractor's eligibility the Recipient shall check the General Services Administration System for Award Management site (<http://www.sam.gov/portal/SAM##1>) to assure the contractor's eligibility and shall submit the verification to the Subrecipient **prior** to the notification and award of the contract. The Recipient and the Subrecipient shall retain a copy of the verification(s) for their file to verify for each consultant/contractor.

The Subrecipient further agrees to comply with any environmental, procurement, construction, and other guidelines provided by the Recipient. All local code regulations must be recognized and services provided must conform to the said standards.

Q. Reporting. The Subrecipient also agrees to submit an annual performance and evaluation report no later than 15 days after the completion of the most recent program year showing the status of all activities as of the end of the program year. The purpose of the performance and evaluation report is to assist the Recipient in complying with its reporting obligations under 24 Code of Federal Regulations section 570.507(a) and under 24 Code of Federal Regulations Part 91. The Recipient shall specify the content and format of this report.

R. Economic Opportunities for Low- and Very Low-Income Persons (24 CFR Part 135). Non-Public Housing Authority entities that obligate or commit to spend over \$200,000, or when an individual contractor receives \$100,000 of covered funds on projects involving housing construction, demolition, rehabilitation, or other public construction is required to comply with Section 3 of the Housing and Urban Development Act of 1968, hereinafter referred to as "Section 3 (HUD)."

The purpose of the Section 3 (HUD) is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted project covered by Section 3 (HUD), shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

All Section 3 (HUD) covered contracts shall include the following clause:

1. The work to be performed under this Agreement is subject to the requirements of Section 3 (HUD), as amended, 12 U.S.C. 1701u and the implementing regulations at 24 CFR Part 135 (Economic Opportunities for Low-And Very Low-Income Persons). The purpose of Section 3 (HUD) is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 (HUD), shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. As evidenced by its execution of this Agreement, the contractor certifies that it is under no contractual or other impediment that would prevent it from complying with the Part 135 regulations.

3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 (HUD) clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall contain the Section 3 (HUD) preference, shall set forth: (1) the minimum number and job titles subject to hire; (2) availability of apprenticeship and training positions; (3) the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and (4) the anticipated date the work shall begin.

4. The contractor agrees to require this Section 3 (HUD) clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 (HUD) clause, upon a finding that a subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

5. By its signature to this Agreement, the contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

S. The Subrecipient shall implement and monitor all Project mitigation measures approved in the Project's National Environmental Policy Act (NEPA) document prepared by the Recipient. Per 40 CFR 1505.2(c), Exhibit C of this Agreement summarizes all mitigation measures adopted by the Recipient in the Project NEPA document to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance. The staff responsible for implementing and monitoring mitigation measures shall be clearly identified in the Project construction plan(s).

T. Rights to Inventions. Per 2 CFR Appendix II to Part 200(F), if the use of CDBG award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Agreement includes the performance of experimental, developmental, or research work, must provide for the rights of the Federal Government and the Recipient in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This Agreement incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

U. Clean Air Act and the Federal Water Pollution Control Act. If this Agreement involves construction or facility improvements and exceeds \$150,000 the following provision is applicable. The Subrecipient shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act (42 USC 7401 – 7671q), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and EPA regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA List of Violating Facilities. Violations will be reported to the US EPA Administrator for Enforcement (EN-329).

By execution of this Agreement, the Subrecipient, its contractor and subcontractors will be deemed to have stipulated as follows:

The Subrecipient, its contractor and subcontractors hereby declare that no person who will be utilized in the performance of this contract has a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act which prohibits them from perform work on a federally funded project.

During the performance of this contract, the Subrecipient, its contractor and/or subcontractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q), and the

Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the EPA.

That any facility that is or will be utilized in the performance of this Agreement, unless the Agreement is exempt under the Clean Air Act, as amended (42 USC 7401 – 7671q et seq., as amended by Public Law 91-604), and under the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq., as amended by Public Law 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of this Agreement award, on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.

That the Subrecipient, its contractor and subcontractors agree to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

That the Subrecipient, its contractor and subcontractors shall promptly notify the Recipient of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

That the Subrecipient, its contractor and subcontractors agree to include or cause to be included the requirements of this article in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

V. Procurement of Recovered Materials. During the performance of this Agreement, the Subrecipient, its contractor and subcontractors agree to comply with all of the standards, order, and requirements issued under Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 USC 6962). See 2 CFR 200, Appendix II (J), or at 2 CFR 200.322.

The Subrecipient, its contractor and subcontractors shall include the provisions of this article in all subcontracts under the Agreement.

The following provides the clause that the Subrecipient, its contractor and subcontractors can include in contracts meeting the above thresholds:

- (1) In the performance of this contract, the (name of contractor here) shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) (Meeting contract performance requirements; or
 - (iii) At a reasonable price
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. Subcontracts

The Subrecipient shall incorporate the same or substantially equivalent requirements as are contained in this Agreement in all subcontracts which utilize any CDBG funds and/or support any CDBG program(s) covered by this Agreement; when program(s) utilize(s) from CDBG funds and other funding sources, all funds shall be subject to CDBG regulations. The Subrecipient, by entering into any such subcontract for performance of any portion of its CDBG program, is not relieved of its responsibilities to Recipient as set forth in this Agreement.

11. Non-Discrimination/Religious Activities

No person with responsibilities in the operation of any project under this Agreement will discriminate because of race, creed, color, national origin, ancestry, religion, age, sex, political affiliation, sexual orientation, gender identity, disability, beliefs, marital or familial status or status.

The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

The Subrecipient will ensure that every effort is made to provide equal opportunity to every potential minority and women's business vendor, contractor and subcontractor.

12. Standard of Conduct/Conflict of Interest and Lobbying

No member, officer or employee of the Subrecipient or its designee or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program activities assisted under this Agreement.

No member, officer or agent of the Subrecipient shall participate in the selection of the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this Section, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, the Subrecipient, or any designated public agency.

By entering into this Agreement, the Subrecipient certifies:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement in accordance with the Department of Interior and Related Agencies

Appropriations Act, known as the Byrd Amendments, and HUD'S 24 Code of Federal Regulations (CFR) 87.

Furthermore, for Agreements of \$100,000 or more, Subrecipient shall file the required certification in Exhibit D. This certification process also applies to the Subrecipient's contractor and subcontractors contracts, of \$100,000 or more, who must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form LL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and other federal disclosure forms as requested.

C. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. **Mandatory Disclosures.** The Subrecipient must disclose, in a timely manner, in writing to the Recipient all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award described in 2 CFR 200.113. Failure to make require disclosures can result in any of the remedies described in 2 CFR 200.338 Remedies for noncompliance, including suspension or debarment.

13. Fiscal Control

The Subrecipient shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The Subrecipient shall establish such fiscal controls and fund accounting procedures as required by Federal regulations, or as may be deemed necessary by HUD and Recipient to ensure the proper disbursement of, and accounting for, funds paid to the Subrecipient under the CDBG programs.

14. Program Income

Program Income is defined in Subpart J of 24 CFR Part 570.504 and is described as gross income received by the Subrecipient and directly generated from the use of CDBG funds.

Program income includes, but is not limited to, the following:

- A. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
- B. Proceeds from the disposition of equipment purchased with CDBG FUNDS;
- C. Gross income from the use or rental of real or personal property acquired by the Subrecipient with CDBG funds, less costs incidental to generation of the income;
- D. Gross income from the use or rental of real property owned by the Subrecipient that was constructed or improved with CDBG funds, less costs of the non-CDBG portion.
- E. Payment of principal and interest on loans made using CDBG funds except as provided in 24 CFR Part 570.500(a)(3);
- F. Proceeds from the sale of loans or obligations secured by loans made with CDBG funds;
- G. Interest earned on program income pending its disposition; and
- H. Funds collected through special assessments made against properties owned and occupied by households not of low or moderate income where the assessments are used to recover all or part of the CDBG programs portion of a public improvement.

During the effective term of this Agreement, the Subrecipient shall report all program income as defined in 24 CFR 570.500(a), generated by activities carried out

with CDBG funds under this Agreement. Program Income may be retained by the Subrecipient subject to the provisions of the Cooperative Agreement, the Act, and its regulations. Any program income retained must only be used for eligible activities in accordance with all CDBG requirements.

It shall be the Subrecipient's responsibility to manage and use the program income in compliance with the standards and requirements set forth in section 570.504(a) & (b) (1) through (b)(3). The transfer of CDBG funds from the Recipient to the Subrecipient shall be adjusted to reflect any program income in accordance with the principles set forth in section 570.504(b) (2) (i) and (ii). In addition, all of the provisions of this Agreement shall apply to the management and use of the program income.

Recipient shall monitor the use of any program income, requiring appropriate record keeping and reporting by the Subrecipient as may be needed for this purpose, and shall report the use of such program income to HUD. In the event of close-out as defined in section 570.509 of the federal regulations or change of status of the Subrecipient, (i.e., from Subrecipient to entitlement), all program income on hand or received by the Subrecipient subsequent to the close-out or change of status shall be paid to the Recipient.

Program income attributable to projects funded under this Agreement and on hand with the Subrecipient when Agreement expires, is terminated with or without cause, or received after the Agreement expiration, shall be paid to the Recipient as required by 24 CFR Part 570.503(b)(7) when the Subrecipient ceases to be under continuous Agreement with the Recipient for the operation of CDBG programs. As long as there is no break in the Agreement period, program income shall be governed by the provisions of this Section.

The Project shall continue to meet the CDBG program national objective per 24 CFR 570.208 as required by 24 CFR 570.503(b) (7) (i). If the Project is not used in accordance with 24 CFR 570.503(b) (7) (i) the Subrecipient shall reimburse the Recipient to comply with the requirements of 24 CFR 570.503 (b) (7) (ii).

15. Reversion of Assets

Upon expiration of this Agreement, the Subrecipient shall transfer to the Recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control that was acquired and/or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) in excess of \$25,000 shall be either:

A. Used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, the length of time to be further prescribed by mutual agreement of the Parties and delineated in Section 14 (Program Income), of this Agreement.

B. Disposed of in such manner that the Recipient is reimbursed in the amount of the fair market value of the property at the time of disposition of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition and/or improvement of such property. The payment is Program Income to the recipient.

If the Subrecipient is a private non-profit organization, the Subrecipient further agrees to a voluntary lien on above-reference property as to any CDBG funds received and that such lien will be notarized and recorded in the Office of the County Recorder, will utilized form specified by the Recipient, and will be subject to provisions listed in Section 14 (Program Income) of this Agreement.

16. Procurement/Equipment

Equipment, which shall be defined as tangible, nonexpendable, personal property having a useful life of more than one (1) year and an acquisition cost of \$1,000 or more per unit, is eligible for purchase using CDBG funds only upon prior approval of the Recipient and subject to 24 CFR Part 570.207(b)(1). Such equipment shall be used by the Subrecipient in the project for which it was acquired as long as needed, regardless of whether such project continues to be supported by Federal funds; at the time, equipment may be used in other activities currently or previously supported by a Federal agency. Use of such equipment is also subject to provisions of 2 CFR 200.313(c). The Subrecipient shall also establish procedures for managing equipment, which meet the requirements of 2 CFR 200.313(d)). Further, proceeds from disposition of such equipment shall be treated as program income as specified in Section 14 (Program Income) and 15 (Reversion of Assets) of this Agreement.

17. Records and Reports

The Subrecipient agrees to supply to the Recipient, on a quarterly basis, any progress reports and/or other documentation as may be required by the Recipient to audit performance of this Agreement and/or to enable the Recipient to analyze and evaluate Subrecipient's operation of the Project. The Subrecipient shall maintain separate accounting and financial records for each funding (revenue) source in support of the project(s).

A. Payment Request Form: The Subrecipient shall submit a Payment Request Form - and copies of the original supporting documents for payment to the Recipient.

B. Progress Reports: Progress reports shall be made using the Progress Report Form and shall address project status and, if applicable, explanation of any problems/delays encountered and/or anticipated and measures to be taken to correct such problems; revised milestones including anticipated schedule for project completion; direct benefit statistics; and a summary of expenditures, obligations, program income, and drawdown to date. In addition, the Subrecipient shall provide as part of the progress report any citizen comments received during the reporting period relative to the project(s), and responses to such comments, and additional project information, as needed. Please see Exhibit A for the Progress Report due dates.

C. Completion Report: The Subrecipient shall prepare and submit to the Recipient a Completion Report within fifteen (15) days of project completion. Said report shall consist of an overview and evaluation of the project, a comparison of milestones' progress, total costs incurred, listing of files, listing of personnel, and other reasonable information requested by the Recipient. The Completion Report shall be made as part of the final Progress Report Form.

D. HUD/Recipient Reports: The Subrecipient shall submit to the Recipient in a timely manner other reports as requested/required by HUD and/or the Recipient including, but not limited to the Certified Payroll Reports, and Wage Determination documentation, and provide, as requested by HUD and/or the Recipient, information necessary to prepare the Consolidated Annual Performance and Evaluation Report, including but not limited to the Affirmative Marketing Report and other such reports and/or plans.

E. Audit: The Subrecipient shall be responsible for conducting an annual audit of its CDBG program in compliance with Title 2 CFR Part 200.500 – 200.520 issued pursuant to the Single Audit Act of 1984 and the Single Audit Amendments of 1996, P.L. 98-502, as applicable. A copy of said audit shall be forwarded to the Recipient upon completion. Any costs associated with the annual audit shall be the responsibility of and paid for by the Subrecipient.

If the Subrecipient does not exceed the expenditure limits per 2 CFR Part 200.500-520, the Subrecipient shall provide the Recipient with a copy of the Subrecipient's latest audit report.

F. Projects providing a public service to a defined population, must maintain documentation of income eligibility as defined in the Scope of Services (Exhibit A).

18. No Extensions Permitted:

Project funds must be expended by December 31, 2021, within the agreed upon schedule in Exhibit A. Failure to expend Project funds by December 31, 2021, will result in the remaining project funds being forfeited.

19. Agreement Responsibility for Monitoring and Records

HUD, the Office of the Inspector General (OIG), and the designated representatives of the Subrecipient, and other appropriate officials shall have access to all personnel records, management information, and fiscal data of the Subrecipient and any agency or contractor with whom the Subrecipient executes a subcontract necessary to carry out any CDBG program(s) for monitoring purposes (2 CFR Part 200.328, 200.327 and 200.326). The Subrecipient shall respond in a timely manner to all identified corrective action needs as a result of HUD, Recipient, or other monitoring. The Subrecipient shall submit to Recipient all required reports and monitoring corrective action plans on a timely basis, as delineated by the Recipient. Records shall be maintained as follows:

A. The Subrecipient agrees to retain all pertinent records under CDBG program, including financial records, until advised by the Recipient that further retention is unnecessary. Generally, records shall be retained for a period for five (5) years from the end of the fiscal year in which the last project covered by the Recipient's annual agreement with HUD is completed. Records shall be open and available for inspection by auditors and/or other staff assigned by HUD and/or the Recipient during the normal business hours of the Subrecipient. If at the end of such five--year period, there is ongoing litigation, claims, negotiations, audit or other action involving the Subrecipient's or the Recipient's records, which has started before expiration of the five (5) year period, the Subrecipient will retain the records until the completion of the action and resolution of all issues which arise from it as stated in 24 CFR Part 570.409(d) and 2 CFR Part 200.333.

B. Consistent with applicable state and local laws regarding privacy and obligations of confidentiality, the Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts to the Recipient, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein The Subrecipient also must provide citizens with reasonable access to records on the past use of CDBG funds (24 CFR 570.508).

C. Records for nonexpendable property shall be retained for a period of five (5) years after final disposition of the property, if applicable.

20. Inspection Rights

The Subrecipient agrees to allow the Recipient to inspect physical premises of any project(s) upon 24-hour advance notice.

21. Request for Technical Assistance

The Subrecipient shall refer to the Recipient any regulatory or procedural questions regarding operation of its CDBG program. All formal requests for technical assistance shall be submitted in writing. Requests should specify the problem area; particular assistance being requested and proposed solution if applicable. Informal questions regarding day-to-day program operation may be directed to the designated Recipient representative.

22. Hold Harmless and Indemnification

A. General Requirement. To the fullest extent permitted by law, Subrecipient shall indemnify, defend with counsel acceptable to Recipient, and hold harmless Recipient and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Subrecipient in performance of the services under this Agreement, except such Liability caused by the sole negligence or willful misconduct of Recipient.

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

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

23. Insurance

Subrecipient shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Subrecipient, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Workers' Compensation.** Subrecipient shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Subrecipient in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the Recipient upon written verification that Subrecipient is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.
2. **Commercial General and Automobile Liability Insurance.**
 - 2.1 **General requirements.** Subrecipient, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.
 - 2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Subrecipient has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.
 - 2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
 - a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
 - b. Recipient, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Subrecipient, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Subrecipient. Coverage can be provided in the form of an endorsement to the Subrecipient's insurance at least as

broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

- c. For any claims related to this Agreement or the work hereunder, the Subrecipient's insurance covered shall be primary insurance as respects the Recipient, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Recipient, its officers, officials, employees, agents or volunteers shall be excess of the Subrecipient's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Subrecipient agrees to give at least 30 days prior written notice to Recipient before coverage is canceled or modified as to scope or amount.

3. Professional Liability Insurance.

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

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

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

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

4. **All Policies Requirements.**

4.1 **Submittal Requirements.** Subrecipient shall submit the following to Recipient prior to beginning services:

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

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

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

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

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

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Recipient for all work performed by the Subrecipient, its employees, agents, and subcontractors.

4.6 **Subcontractors.** Subrecipient shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Subrecipient shall ensure that Recipient, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.7 Excess Insurance. If Subrecipient maintains higher insurance limits than the minimums specified herein, Recipient shall be entitled to coverage for the higher limits maintained by the Subrecipient.

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

24. Covenants and Conditions

Each term and each provision of this Agreement to be performed by the Subrecipient shall be construed to be both a covenant and a condition.

25. Use of Funds for Entertainment, Meals or Gifts

The Subrecipient represents and warrants that it will not use funds provided through the Agreement to pay for entertainment, meals or gifts.

26. Effect of Termination

For Agreements exceeding \$10,000 the following applies:

A. Termination of Agreement for Convenience: In accordance with 24 CFR 570.509(e) and 2 CFR 200.339, the Agreement may be terminated for convenience by either party before the completion of the grant-assisted activities. The terminating party must provide thirty (30) days written notice of intention to terminate, setting forth the reasons and the effective date of such termination, has been given to the other party, provided, however, that no notice of termination given by the Subrecipient shall be effective unless HUD has agreed to release Recipient from its obligations pursuant to the program activity(ies) in Exhibit A – Scope of Services. Alternatively, the Agreement will automatically terminate in the event that the United States Government terminates the CDBG programs or terminates the program activity(ies) which is the subject of the Agreement.

B. Termination of Agreement for Cause: In accordance with 24 CFR 570.509(f) and 2 CFR 200.339, the Parties hereto understand that pursuant to the Recipient's execution of the HUD application, the Recipient assumed responsibility as to the performance of the projects. If through any cause the Subrecipient fails to fulfill in a timely and proper manner its obligations under this Agreement to undertake, conduct or perform the project(s) identified in this Agreement, or if the Subrecipient violates any of

the covenants, agreements, or stipulations of this Agreement, the Recipient shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof at least (5) days before the effective date of such termination. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the Recipient for damages sustained by the Recipient by virtue of any payments to the Subrecipient for the purpose of set-off until such time as the exact amount of damages due the Recipient from the Subrecipient is determined.

C. Upon termination, as stated in subsections (a) or (b) above of this Agreement, the Recipient shall be liable to the Subrecipient only for work done by the Subrecipient up to and including the date of termination of this Agreement, unless the termination is for cause, in which event the Subrecipient need be compensated only to the extent required by law.

D. If this Agreement is terminated pursuant to this Section, the Subrecipient shall remain responsible for compliance with the requirements in 2 CFR 200.343 (Closeout) and 2 CFR 200.344 (Post-closeout adjustments and continuing responsibilities).

E. The Subrecipient hereby expressly waives any and all claims for damages for compensation arising under this Agreement except as set forth in this Section in the event of such termination.

27. Violate or Breach Agreement Terms

The Recipient is entitled to use one or more of the following remedies for non-compliance, temporarily withhold cash payments pending correction of deficiencies by the Subrecipient; disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current award for the Subrecipient's program; withhold further awards for the program; and/or take other remedies that may be legally available.

If the Subrecipient violates any such regulations, laws and/or executive orders, and such violation(s) result in the Recipient incurring expenses and/or making payments to HUD attributable to some or all of the CDBG funds received by the Subrecipient, then the Subrecipient shall pay to Recipient, on the demand of Recipient, all of the said expenses incurred by Recipient and all of the payments made by Recipient as a result of the Subrecipient's said violation(s).

28. Taxpayer Identification Number

The Subrecipient shall provide the Recipient with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 2007), as issued by the Internal Revenue Service.

29. Modification of Agreement

Except as provided in Section 3 (Availability of Funds/Modifications), the tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of the Recipient and the Subrecipient.

30. Use of the term “Recipient”

Reference to “Recipient” in this Agreement includes the designated Recipient representative, or any authorized representative acting on behalf of the Recipient.

31. Assurances

The Subrecipient hereby assures and certifies that it has complied with the HCD Act, applicable regulations, policies, guidelines and requirements, 2 CFR Part 225, as amended and that it will comply with all applicable Federal, State and local laws and regulations as they relate to acceptance and use of Federal funds for this Federally-assisted program. Also, the Subrecipient represents and warrants with respect to the Scope of Services specified in Exhibit A of this Agreement, that it will comply with all of the provisions of 24 CFR Part 570, as applicable. The Subrecipient further represents and warrants that it will comply with any further amendments or changes to said required assurances and certifications that during the term of the Agreement it will maintain current copies of said assurances and certifications at the address specified below.

32. Notices

All notices given, or required to be given, pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail as identified in Section 6 (Designated Representative). Notice sent by mail shall be addressed to each party's designated representative as set forth above. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

33. Permits and Licenses

The Subrecipient, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

34. Waiver

A waiver by the Recipient of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

35. Governing Law

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the County of Sacramento.

36. Entire Agreement

This agreement sets forth the full and entire understanding of the Parties regarding the matter set forth herein, and any other prior or existing understandings or agreements by the Parties, whether formal or informal, regarding such matters are hereby superseded or terminated in their entirety. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

37. Patents & Royalties

A. Subrecipient shall provide and pay for all licenses and royalties necessary for the legal use and operation of any of the equipment or specialties used in the Project.

Certificates showing the payment of any such licenses or royalties and permits for the use of any patented or copyrighted devices shall be secured and paid for by Subrecipient and delivered to the Recipient upon completion of the Project, if required.

B. Subrecipient shall assume all costs arising from the use of patented materials, equipment, devices, or processes used in or incorporated in the Project and agrees to indemnify and hold harmless the Recipient and its duly authorized representatives from all suits of law, or actions of every nature for or on account of the use of any patented materials, equipment, devices, or processes.

38. Copyright

Any reports, maps, documents or other materials produced in whole or part by the Subrecipient, its contractor or any subcontractor or person responsible to the Subrecipient under this Agreement shall be the property of the Recipient and none shall be subject to an application for copyright by or on behalf of the Subrecipient, contractor, subcontractors or any person responsible to the Subrecipient during performance of this Agreement.

NOW, THEREFORE, the Parties hereto have caused this Subrecipient Agreement to be executed and attested by their proper officer thereunder duly authorized, and their official seals to be hereunto affixed, all as of the day first above written.

CITY OF CITRUS HEIGHTS:

By: _____
CHRISTOPHER W. BOYD, City Manager

ATTEST:

By: _____
AMY VAN, City Clerk

SUBRECIPIENT:

By: _____
JOHN FOLEY, Executive Director

APPROVED AS TO FORM:

By: _____
RYAN R. JONES, City Attorney

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

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

SUBRECIPIENT NAME:

By: _____
JOHN FOLEY, Executive Director

EXHIBIT A

SCOPE OF WORK

1. ACTIVITIES

The program will include the following services/activities eligible under the CDBG program:

- Sacramento Self-Help Housing shall provide services to Citrus Heights individuals or households who are currently homeless or in immediate danger of becoming homeless.
- The Homeless Navigator will attend the Citrus Heights Homeless Assistance Resource Team (HART) meetings, Citrus Heights Collaborative meetings and other requested meetings.
- Provide an assessment of each participating individual and/or household to identify barriers to housing and provide housing options that meet the needs of the household.
- Maintain records and provide quarterly reports to the city.
- The Homeless Navigator will work in coordination with the Citrus Heights Police Department to identify persons who are homeless or at risk of homelessness.
- The Homeless Navigator will network with Citrus Heights HART, 2-1-1, Department of Human Assistance, Sacramento Steps Forward, local businesses, churches, food banks, schools, community members and other resources to connect persons to services.
- The Homeless Navigator will be available to assist households over the phone will have standing office hours at Sylvan Oaks Library and other locations within Citrus Heights.
- The Homeless Navigator will coordinate with CHPD and City staff to utilize approved Supplemental Navigator Funds in accordance with program requirements.
- The Assistant Homeless Navigator will support the Homeless Navigator on a part-time basis, as funding permits.

2. NATIONAL OBJECTIVES

All activities funded with CDBG funds must meet one of the following National Objectives of the CDBG program: (1) to primarily benefit low- and moderate-income (LMI) persons; (2) to aid in the prevention or elimination of slums or blight; or (3) to meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

- ***This activity will primarily benefit low- and moderate-income (LMI) persons.***

The Subrecipient certifies that all activities will serve no less than seventy percent (70%) of low- and moderate-income persons/households as defined by HUD Sacramento-Arden-arcade-Roseville, CA HUD Metro FMR Area Income Limits. For the period of time during the program year in which the Department of Housing and Urban Development (HUD) has not released the 2020 annual income limits, LMI status will be determined by 2019 income limits. Income limits are updated annually and are available on the HUD's website at www.huduser.gov/portal/datasets/il.html.

There are four ways that can be used to meet the LMI national objective: (1) area benefit activities (LMA), (2) limited clientele activities (LMC), (3) housing activities (LMH); or (4) job creation or retention activities (LMJ). ***This activity will primarily benefit low mod limited clientele (LMC).*** In order to qualify under the LMC, activities must meet one of the following tests:

- Benefit a clientele that is generally presumed to be LMI. Presumed LMI covers abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers; or
- Require documentation on family size and income in order to show that at least 51 percent of the clientele are LMI; or
- Have income eligibility requirements limiting the activity to LMI persons only; or
- Be of such a nature and in such a location that it can be concluded that clients are primarily LMI. An example is a day care center that is designed to serve residents of a public housing complex.

3. DEMOGRAPHIC AND INTAKE PROCESS

HUD requires the Recipient to collect demographic information for reporting and monitoring purposes. The Subrecipient certifies each person who receives services will be asked to complete and sign an intake form that includes a series of questions that will collect demographic information. Without a signed intake form, the Subrecipient cannot count the person as low- and moderate-income.

This information will then be used to create a monthly report to measure progress toward the goals listed in the agreement. Subrecipients are required to submit a completed Report of Clients Served with the monthly Payment Request Form.

Intake forms must be approved by the Recipient prior to capturing demographic information. All intake forms must be kept on file by the Subrecipient for a period of five years from the end of the closeout year.

4. LEVELS OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES

The Subrecipient certifies that the activities carried out under this agreement will meet a CDBG national objective of primarily benefiting low- and moderate-income persons. The Subrecipient agrees to provide the levels of program services according to the goals outlined in Exhibit A.

Activity-Housing Counseling and Navigator Services	Served Monthly	Total Served (unduplicated)
To provide services to individuals/families who are currently or are in danger of becoming homeless.	10 Households	112 Households

5. STAFFING

The Subrecipient shall notify the Recipient of any staffing changes related to this activity.

The following staff will be used to carry out the program activities:

1. Ken Bennett, Program Director
2. Scott Young, Navigator Supervisor
3. Toni Morgan, Citrus Heights Navigator
4. TBD, Navigator Assistant

At a minimum, key personnel shall include the following staff members, each of whom has appropriate licenses and certifications, to the program: Ken Bennett, Program Director (0.25 FTE); Scott Young, Homeless Navigator Supervisor (0.5 FTE); Toni Morgan, Homeless Navigator (1.0 FTE); and Assistant Navigator (0.5 FTE), to serve as funding permits.

For Grants involving youth, all personnel, including contractors, subcontractors, volunteers, and anyone providing youth services under this agreement (collectively “staff member”) must undergo a criminal background check in compliance with California state and federal law, including, without limitation, a background check meeting the requirements of California Penal Code section 11105.3, et seq.

EXHIBIT B: BUDGET

The Subrecipient will be responsible for submitting monthly invoices including proper support documentation, for the services described in Exhibit A of this agreement. The Subrecipient will be reimbursed on a monthly basis. The Subrecipient will not be reimbursed for expenditures incurred before or after the agreement term. Invoices will be due 30 days after the end of the month. Requests for additional back-up must be provided within 10 business days of Recipient's request.

The Subrecipient will adhere to the following schedule for submitting monthly invoices and reports:

Monthly Report and Invoice Schedule:

Month	Service Period	Monthly Report & Invoice Due Date
January	January 1 – 31	February 28, 2021
February	February 1 – 28	March 31, 2021
March	March 1 – 31	April 30, 2021
April	April 1 – 30	May 31, 2021
May	May 1 – 31	June 30, 2021
June	June 1 – 30	July 31, 2021
July	July 1 – 31	August 31, 2021
August	August 1 – 31	September 30, 2021
September	September 1 – 30	October 31, 2021
October	October 1 – 31	November 30, 2021
November	November 1 – 30	December 31, 2021
December	December 1 – 31	January 31, 2022

The Subrecipient must adhere to the following line item budget.

Approved Budget:

The total approved contract amount is not-to-exceed \$85,589 annually, or \$7,132 monthly, as detailed on the following page.

Monthly and Annual Budget

Line Item	Monthly Maximum	Annual Maximum
Personnel	\$6,151	\$73,808
Travel/Mileage	\$333	\$4,000
Administrative Costs (10% de minimus) <i>Admin wages, main office rent, payroll processing, accounting activities, annual audit and all other allowable</i>	\$648	\$7,781
TOTAL	\$7,132	\$85,589

Personnel Breakdown (wages and benefits):

Annual Cost	% Cost	Toni Morgan Navigator (Hourly Rate-\$21)	Scott Young Navigator Supervisor (Hourly Rate-\$30)	Ken Bennett Program Director (Hourly Rate-\$32)	.5 FTE Navigator Assistant (Hourly Rate-\$17)
Wages	-	\$43,690	\$62,400	\$66,560	\$17,680
Medical	-	-	\$7,920	-	-
Dental	-	\$600	\$600	\$600	-
Payroll taxes	0.0765	\$3,342	\$4,774	\$5,092	\$1,353
Workers' comp	0.0088	\$384	\$549	\$586	\$156
401k match	0.02	\$874	\$1,248	\$1,331	-
Annual TOTAL	-	\$48,890	\$77,491	\$74,169	\$19,189
% of time spent on activity	-	100%	5%	2.5%	100%
Eligible personnel cost	-	\$48,890	\$3,875	\$1,854	\$19,189
Total personnel cost		\$48,890	\$3,875	\$1,854	\$19,189

Exhibit C: Minority Business and Media Outreach List

As referenced in XVIII. Miscellaneous Provisions, D, at least once per funding cycle, Subrecipients shall send program advertisements to at least one group identified on the mailing list of minority marketing the outreach outlets listed below, or conduct an outreach procedure identified in the City's *Policies for the Enforcement of Fair Housing and Equal Opportunity Regulations* (document available upon request from program staff):

Company	Phone	Address	City	State	Zip
Businesses					
Arbonne International	(916) 225-8581	5404 Celestial Way	Citrus Heights	CA	95610
Big Bobs Flooring Outlet	(916) 728-4000	6000-A Auburn Blvd.	Citrus Heights	CA	95621
Casillas Cigars	(916) 961-1999	7435 Madison Ave.	Citrus Heights	CA	95610
ESP General Contractors	(916) 519-3652	P.O. Box 7834	Citrus Heights	CA	95621
International Language Interpreters, Inc.	(866) 546-8855	PO Box 7575	Citrus Heights	CA	95621
Mount Professional Services	(916) 723-3636	7908 Brockwood Way	Citrus Heights	CA	95621
Sojourn Staffing Support Inc.	(916) 965-5695	6964 Sunrise Blvd.	Citrus Heights	CA	95610
Print Media					
The Sacramento Bee/Vida En El Valle	(916) 321-1247	PO Box 15779	Sacramento	CA	95852
The Latino Journal	(916) 396-4053	1017 L Street Ste 719	Sacramento	CA	95814
Avisador Magazine	(916) 731-4242	4191 Power Inn Rd. #B	Sacramento	CA	95826
California Latino Magazine	(916) 868-8280	PO Box 348435	Sacramento	CA	95834
Community Groups					
Asian Resources, Inc.	(916) 454-1892	5709 Stockton Blvd	Sacramento	CA	95824
California Hispanic Resource Council		3510 Stockton Blvd	Sacramento	CA	95820
Center for Community Health and Well Being, Inc	(916) 558-4820	1900 T Street	Sacramento	CA	95811
Community Resource Project, Inc	(916) 567-5220	250 Harris Ave	Sacramento	CA	95838
Greater Sacramento Urban League	(916) 286-8600	3725 Marysville Blvd	Sacramento	CA	95838
La Familia Counseling Center	(916) 452-3601	5523 34th Street	Sacramento	CA	95820
Sacramento CASA	(916) 875-7158	PO Box 278383	Sacramento	CA	95827

EXHIBIT D – LOBBYING FORM AND DISCLOSURE

CERTIFICATION REGARDING LOBBYING – CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement in accordance with the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD'S 24 Code of Federal Regulations (CFR) 87.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form LL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and other federal disclosure forms as requested.

C. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name
Name

Award Number or Project

Name and Title of Authorized Representative

Signature

Date



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: June 24, 2021

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

FROM: Regina Cave, Operations Manager
Armando Velasquez, Construction/Maintenance Inspection Supervisor

SUBJECT: **On-Call Tree Care and Consultant Services 2021-2026
Award of Contract**

Summary and Recommendation

On April 30, 2021, the General Services Department (GSD) released a Request for Proposals (RFP) for On-Call Tree Care and Consultant Services, to commence on or about July 1, 2021, terminating on June 30, 2026, with the option to extend up to three (3) additional years. On May 20, 2021, one (1) proposal was received. Following a thorough review of the proposal, evaluating for relevant experience, required certifications and training as well as specialty designations, understanding of the city's desired level of services and issues raised in the RFP, and overall cost, staff finds West Coast Arborists, Inc. (WCA) to be satisfactorily qualified and cost efficient to perform these services.

Staff recommends the City Council adopt Resolution No. 2021-_____, a Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to execute an agreement with West Coast Arborists, Inc. for On-Call Tree Care and Consultant Services for July 1, 2021-June 30, 2026, and further authorizing the City Manager or his designee to execute any subsequent extensions or amendments under this contract consistent with the City Managers general signing authority.

Fiscal Impact

This RFP included a cost schedule based on estimated quantities of services needed annually, inclusive of labor and equipment with prices fixed for the first year and subsequent year's increases consistent with Consumer Price Index (CPI) or 3%, whichever is less. WCA's proposal for base services for the first year is \$290,300. Ultimately, the services to be provided under this contract are contingent upon overall available funding on an annual basis. The table below represents available funding, secured for years one and two, and estimated for year's three-five:

Table 1 – Tree Care and Consultant Services
Contract Budget Annual Allowance

Fiscal Year	Amount
2021/2022*	410,000
2022/2023*	410,000
2023/2024**	360,000
2024/2025**	360,000
2025/2026**	360,000
Five-Year Contract Not to Exceed:	\$1,900,000

*Available budget + grant funds.

** Available budget.

This requested action results in no additional fiscal impact to the General Fund as these services were included in the approved FY's 2021/2022 and 2022/2023 budget. The contract allowance referenced above includes funds budgeted from the General Fund, Measure A Maintenance, Gas Tax and Storm Water Utility funds. Additionally, for the first two years of the contract, the city is able to receive reimbursement of up to \$100,000 from WCA through a Memorandum of Understanding (MOU) authorized by the City Council in November 2020. Subsequent years will be programmed accordingly as part of future budget cycles, and any extensions to this contract, not to exceed three (3) years, will be subject to negotiations.

Background and Analysis

The city owns and maintains a large canopy of over 3700 trees throughout our corridors, neighborhood streets, city campuses and facilities, and within creeks and open spaces. As a means to maintain and grow a vibrant canopy for our community to enjoy, encourage healthy environments for natural habitat, and to minimize safety risk to the general public, the city employs a robust tree maintenance program. Our trees along our corridors are maintained regularly including pruning services as well as bi-annual visual inspections. We require our tree contractor maintain an inventory of all trees from the initial confirmation or discovery, and up until removal if and when necessary. This allows the city to access historical data on all trees that have received attention in recent years, and helps guide the maintenance plan to ensure the trees are properly maintained. The City's designation as a Tree City USA is also largely due to the proactive maintenance and preservation efforts staff and its contractors and consultants make to ensure a healthy citywide tree canopy.

WCA has been providing consistent tree maintenance and arborist services to the city since 2010, initially as one of three contractors, and then exclusively beginning in 2014. They have maintained excellent responsive services to the city's needs, from routine maintenance, to arborist tree diagnostics, to emergency services. WCA has also partnered with the city on numerous community events, including clean-up efforts and arbor education and tree planting ceremonies.

Attachments

1. Resolution No. 2021-_____, a Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to execute an agreement with West Coast Arborists, Inc. for On-Call Tree Care and Consultant Services for July 1, 2021-June 30, 2026, and further authorizing the City Manager or his designee to execute any subsequent extensions or amendments under this contract consistent with the City Managers general signing authority.

RESOLUTION NO. 2021-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH WEST COAST ARBORISTS, INC. FOR ON-CALL TREE CARE
AND CONSULTANT SERVICES FOR FISCAL YEARS 2021-2026 AND FURTHER
AUTHORIZING THE CITY MANAGER TO EXECUTE ANY SUBSEQUENT
EXTENSIONS OR AMENDMENTS UNDER THIS CONTRACT CONSISTENT WITH
THE CITY MANAGER'S GENERAL SIGNING AUTHORITY**

WHEREAS, the City Council of the City of Citrus Heights, California, maintains a large citywide tree canopy along city streets, open spaces, creeks and city campuses;

WHEREAS, the existing contract for tree maintenance services is set to expire, and therefore a Request for Proposals was issued on April 30, 2021, seeking the services of an experienced and well qualified contractor;

WHEREAS, on May 20, 2021, the city received only one (1) proposal, from West Coast Arborists, Inc. (WCA), for On-Call Tree Care and Consultant Services;

WHEREAS, the proposal received by WCA was thoroughly reviewed to ensure all qualifications have been met and the contractor is able to deliver the high level of professional services required of this contract;

WHEREAS, staff have determined WCA to be well qualified and their proposal to be responsive and cost efficient;

WHEREAS, the recommended contract shall be in effect July 1, 2021-June 30, 2026 with the option to extend said contract for up to three (3) additional years;

WHEREAS, On-Call Tree Care and Consultant Services are budgeted for with General Funds (fund100-61-180) Storm Water Utility Funds (fund 209), Gas Tax (205) and Measure A Maintenance (210) and is reflected in the city's approved two-year budget.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights that the City Manager is hereby authorized to execute an agreement with West Coast Arborists, Inc. to provide On-Call Tree Care and Consultant Services July 1, 2021-June 30, 2026 and is further authorized to execute any subsequent extensions or amendments under this contract consistent with the City Managers general signing authority and that a copy of the Agreement and all subsequent Amendments shall be available and on file in the City Clerk's office and are incorporated herein by reference and made a part of this Resolution.

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

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 24th day of June, 2021 by the following vote, to wit:

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

Steve Miller, Mayor

ATTEST:

Amy Van, City Clerk



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: June 24, 2021

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

FROM: Ronald A. Lawrence, Chief of Police
Alex Turcotte, Police Commander
Chad Morris, Lieutenant

SUBJECT: Placer County Animal Services Animal Shelter Services Contract Renewal

Summary and Recommendation

The city currently contracts with Placer County Animal Services for its animal sheltering services. This contract is set to expire on June 30, 2021. Staff worked with Placer County Animal Services to develop a three-year contract for animal sheltering services and on-call services to best serve the city's needs.

Staff recommends the City Council adopt Resolution No. 2021-___ A Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to execute a contract renewal with Placer County Animal Services for Animal Shelter Services.

Fiscal Impact

The total proposed three-year contract with Placer County Animal Services is for an amount not to exceed \$670,379. Annual amounts are estimated below and will be charged to the general fund animal services budget (100-21-195-53235).

- FY 2021-22: \$216,888
- FY 2022-23: \$223,395
- FY 2023-24: \$230,096

Background and Analysis

The City of Citrus Heights entered into a three-year contract with the Sacramento Society for the Prevention of Cruelty to Animals (SSPCA), beginning FY 2017-18. In April 2018, the SSPCA notified the city they would be terminating the contract effective October 31, 2018. Staff attempted to work with the SSPCA to maintain sheltering services with this organization; however, both parties agreed to terminate the contract.

After researching other sheltering options, staff determined Placer County Animal Services was the best fit based on the city's needs. The city entered into a temporary contract with Placer County Animal Services that allowed for continued animal services for the city through June 30, 2019. The contract was subsequently renewed on July 1, 2019 and expires on June 30, 2021.

During this time, Placer County Animal Services has provided the needed services to continue the same level of customer service the community had come to expect and was able to provide these services at a stabilized cost. The contract amount is a flat fee structure with no additional charges for impoundments, quarantines, humane investigations, boarding, rabies processing and testing, or veterinary care. This flat rate fee structure also includes crucial 24-hour on-call services provided by Placer County Animal Services.

Placer County Animal Services shelter is a state-of-the-art facility, which began operation in October 2016. The shelter is focused on animal welfare. They strive to improve the lives of animals in their care through community outreach and education; providing veterinary treatment and preventative care; reuniting lost pets with their families; and ensuring positive outcomes through adoption, rescue, or foster programs. They currently have a 92.3 percent live release rate and reunite 47.9 percent of dogs with their families and 13.3 percent of cats with their families. These numbers are considered exceptional within the animal sheltering industry.

In addition to the aforementioned qualities, Placer County Animal Services also conducts behavioral training and has a robust feral cat program, which has proven effective in advancing the city's feral cat population reduction strategies.

Placer County Animal Services is located at 11232 B Avenue in Auburn; approximately 27 miles (32 minutes) from Citrus Heights. During the current contract period, the proximity of the shelter has posed no issues, and the high-quality service has been well received by the community. Any increase in the distance would require our Animal Control Officers to be out of the City for a lengthier period of time, reducing time in the field. Therefore, we reached out to other facilities within the geographical area, but none of these facilities could meet the current needs of the City, as outlined below.

1. Elk Grove Animal Services
 - a. Per their City Council, they are not issuing contracts until July 2022
 - b. No ability to provide on-call services
2. Placer County SPCA
 - a. Cost prohibitive – we were provided an approximate rate of \$501.84 per animal. This would equate to a single year contract rate of approximately \$300,000 (FY 21-22)
 - b. No ability to provide on-call services
3. Sacramento County Animal Shelter
 - a. Cost prohibitive – while we were unable to obtain a quote prior to this report, in our last conversations with them in 2019, they quoted almost double the Placer County Animal Services rate at \$432,000 for one year of service (FY 2019-20).

- b. Currently, the shelter is at near maximum capacity and would not be able to serve our need
 - c. No ability to provide on-call services
- 4. Sacramento SPCA
 - a. This was our previous shelter that terminated services in 2018
 - b. Not able to enter into a contract at this time

Staff will ensure residents continue to have access to shelter-related services such as spay, neuter and vaccination services. In addition, Citrus Heights Animal Services will continue to divert as many animals as possible from going to the shelter by quickly reuniting animals with owners, utilizing local satellite shelters, and utilizing local foster programs.

Attachments

1. Resolution 2021 – Placer County Animal Services Sheltering Contract Resolution
2. Placer County Department of Health and Human Services Contract

RESOLUTION NO. 2021- ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT
WITH PLACER COUNTY ANIMAL SERVICES FOR ANIMAL SHELTER SERVICES**

WHEREAS, the city currently contracts with the Placer County Animal Services for animal sheltering services;

WHEREAS, the city wishes to continue services by entering into a three-year contract agreement with Placer County Animal Services that would be effective on July 1, 2021, and end on June 30, 2024;

WHEREAS, Placer County Animal Services wishes to enter into an agreement for animal shelter services that meets all of the needs of our Animal Services Unit and the community;

WHEREAS, the contract amount shall not exceed \$670,379;

WHEREAS, the contract with Placer County Animal Services will provide all animal sheltering needs at a fixed cost with no additional fees; and

WHEREAS, the city will have access to 24-hour on-call animal services for exigent circumstances through Placer County Animal Services.

NOW THEREFORE BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights that the City Manager, or his designee, is hereby authorized to execute a contract with Placer County Animal Services for the provision of animal sheltering and 24-hour on-call animal services for exigent circumstances, and that a copy of the Agreement is available and on file in the City Clerk's office and is incorporated herein by reference and made a part of this Resolution.

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

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 24th day of June 2021 by the following vote, to wit:

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

Steve Miller, Mayor

ATTEST:

Amy Van, City Clerk

**CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION:	Animal Control and Care Services
CONTRACT NO.	<u>HHS000326</u>
BEGINS:	July 1, 2021
ENDS:	June 30, 2024
ADMINISTERING AGENCY:	Health and Human Services, Animal Services Division

This is an Agreement made and operative as of the 1st day of July, 2021, between the COUNTY OF PLACER, through its Health and Human Services Department, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **the City of Citrus Heights**, a municipal corporation, hereinafter referred to as "CITY".

WHEREAS, both COUNTY and CITY have the authority to regulate and control animals, and to provide care to stray and unwanted animals, and in conjunction therewith, to impound, take in and care for animals in accordance with the law, and

WHEREAS, both COUNTY and CITY have the authority to remove dead stray domestic and wild animals from public property and streets, and

WHEREAS, CITY may not have adequate resources to provide field and enforcement services related to domestic animals within the CITY, or facilities for the care and custody of stray impounded and unwanted animals, and for the adoption of homeless animals, and

WHEREAS, CITY desires that COUNTY house, care for, and offer animals for adoption at the Placer County Animal Services Center, operated by COUNTY and located at 11232 B Avenue, Auburn, CA 95603, and

WHEREAS, Government Code Section 51301 allows cities and towns to enter into contracts with counties for the performance of city and town functions, and

WHEREAS, the parties wish to enter into this Agreement to provide a full and complete statement of their respective responsibilities in connection with the recitals set forth above,

NOW THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, the parties hereby agree as follows:

1. **SERVICES**: COUNTY agrees to provide CITY with animal care and adoption services, as set forth in Exhibit A titled Scope of Services, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS**: This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to CITY or provide additional payment to COUNTY except as expressly set forth in this or the amended Agreement.
3. **PAYMENT**: CITY shall pay to COUNTY as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit B, titled Payment Provisions, attached hereto. The payment specified in Exhibit B shall be the only payment made to COUNTY for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed **SIX HUNDRED SEVENTY THOUSAND THREE HUNDRED SEVENTY-NINE DOLLARS (\$670,379)**. The rates shall be inclusive of all COUNTY costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. COUNTY shall charge for travel according to the Federal General Services Administration (GSA) guidelines.

4. **INVOICES:**

- 4.1. COUNTY will provide invoices to CITY on a monthly basis. CITY will review, approve, and pay all valid invoices within 30 days of receipt.
- 4.2. COUNTY shall notify CITY no later than May 15th of each year of the quarterly charges to be assessed effective July 1st in accordance with Section 3 and Exhibit B and CITY shall remit payment to COUNTY on a quarterly basis based on this notification.
- 4.3. Invoices for payment will be submitted to the following address, will be on COUNTY letterhead and will include the contract number, the remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense attached to the invoice:

City of Citrus Heights
Attn: Management Analyst Cassandra Burnett
6315 Fountain Square Drive
Citrus Heights, CA 95621
Email: cburnett@citrusheights.net

5. **EXHIBITS:** Exhibits expressly listed on the signature page of this Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements.
6. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2021 through June 30, 2024. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.
7. **TERMINATION:** Either party shall have the right to terminate this Agreement without cause; any such termination will be effective thirty (30) calendar days after written notice. CITY shall pay for services on a prorated basis to the date of cancellation, and COUNTY shall refund any payments received in excess of this prorated amount.
8. **RECORDS:** COUNTY shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to CITY, and CITY shall have the right to inspect and copy such records at any reasonable time.
9. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, COUNTY, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between CITY and COUNTY. COUNTY agrees neither it nor its agents and employees have any rights, entitlement or claim against CITY for any type of employment benefits or workers' compensation or other programs afforded to CITY employees. COUNTY will be responsible for all applicable State and Federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.
10. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See Exhibit C, attached hereto, for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.
11. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows.

If to COUNTY: Robert L. Oldham, Director
Placer County Dept. of Health and Human Services
3091 County Center Drive, Suite 290
Auburn, CA 95603

If to CITY: City of Citrus Heights
Attn: Christopher W. Boyd, City Manager
6360 Fountain Square Drive
Citrus Heights, CA 95621

Changes in contact person or address information shall be made by notice, in writing, to the other party.

12. **ASSIGNMENT:** Neither CITY nor COUNTY may assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of the other party. The terms of this Agreement shall also apply to any subcontractor(s) of CITY.
13. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with COUNTY. This Agreement shall not restrict CITY from acquiring similar, equal or like goods and/or services from other entities or sources. COUNTY shall only provide those services as requested by CITY and CITY may cancel any service request.
14. **TIME OF PERFORMANCE:** COUNTY agrees to complete all work and services in a timely fashion.
15. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of CITY and COUNTY with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
16. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California.
17. **CONTRACTOR NOT AGENT:** Except as COUNTY may specify in writing CITY will have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CITY will have no authority, express or implied pursuant to this Agreement to Bind COUNTY to any obligation whatsoever.

//Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

COUNTY OF PLACER ("COUNTY")

Robert L. Oldham, Director,
Department of Health & Human Services

Date: _____

CITY OF CITRUS HEIGHTS ("CITY")

Signature

Print Name, Title

Date: _____

Approved as to Form
Office of Placer County Counsel

Date: _____

Approved as to Form
Office of City Attorney

Date: _____

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements

SCOPE OF SERVICES**1. DESCRIPTION OF SERVICES:**

- 1.1. Animals seized or picked-up by CITY or COUNTY within CITY'S jurisdiction shall be taken to the COUNTY Animal Services Center operated and maintained by COUNTY at 11232 B Avenue, Auburn, CA 95603. COUNTY Animal Services Center shall also accept animals presented by owners or others residing within the jurisdiction of the CITY.
- 1.2. COUNTY will provide overnight, weekend, and holiday coverage for call outs identified as exigent circumstances as outlined between COUNTY Director of Environmental Health and Animal Services, COUNTY Animal Services Manager, and CITY except for in the following situations:
 - CITY will be included in a scheduled rotation with COUNTY and will cover all CITY calls as outlined between COUNTY Director of Environmental Health and Animal Services, COUNTY Animal Services Manager, and CITY.
 - COUNTY is not able to provide coverage on the following days due to business/staffing needs:
 - Memorial Day weekend (Saturday, Sunday, Monday)
 - 4th of July Holiday (7/3,7/4,7/5,7/6)
 - Christmas Eve
 - Friday after Thanksgiving
- 1.3. COUNTY will keep, maintain, and care for stray and owner surrendered animals at the COUNTY Animal Services Center until redeemed by owner or person entitled to custody, adopted, or euthanized as governed by California Food and Agriculture Code Sections 17005, 17006, 31108, 31752, 31752.5, 31753, and 31754. Animals impounded with a license tag, identification tag or a microchip shall become available for adoption or euthanasia after a period of ten (10) working days. Animals impounded without a license tag, identification tag or a microchip shall become available for adoption or euthanasia after the required impound period as mandated by California Food and Agriculture Code Sections 31108, 31752, 31752.5, 31753, and 31754.

Adoption and euthanasia procedures shall be performed in accordance with California Food and Agriculture Code Sections 17005, 17006, 30503, 31107, 31108, 31108.5, 31751.3, 31752, 31752.5, 31753, 31754 and 32003; California Penal Code Sections 597, 597.1 and 599d; California Code of Regulations Title 16, Section 2039 and Title 17, Section 2606; California Civil Code Section 1834.4 and California Business and Professions Code Section 4827.
- 1.4. COUNTY agrees to provide quarantine facilities to CITY and to provide quarantine kennels or kennels for extraordinary circumstances to CITY as a part of this Agreement.
- 1.5. COUNTY agrees to provide CITY with accurate quarterly impound reports regarding the disposition of CITY and COUNTY animals.
- 1.6. COUNTY shall dispose of all dead animals delivered to the Animal Services Center from CITY subject to Chapter 6.08.080 of the Placer County Code, and any other applicable laws or regulations.
- 1.7. Animals/specimens delivered to COUNTY for rabies testing will be prepared, properly stored, and transported to the Sacramento County Public Health Laboratory for analysis. COUNTY will receive results and notify the CITY of the outcome and any Public Health recommendations as appropriate upon receipt of the results.
- 1.8. COUNTY shall perform field services within the incorporated jurisdiction of CITY. The cost of such services shall be included in the quarterly rate calculated as described in Exhibit B. Field

services shall include, but are not limited to, responding to citizen complaints relating to domestic animals and livestock; law enforcement relating to dog licensing requirements and humane investigations; impounding strays; animal rescues; dead animal pickup and disposal; rabies control; and assisting other law enforcement and other governmental agencies as required. Field services are provided on a 24-hour per day basis. However, only emergency services dispatched by the Placer County Sheriff's Office are available after 5:00 p.m., weekends, and holidays.

- 1.9. COUNTY shall perform all functions in accordance with applicable California Penal Code, Health and Safety Code, Food and Agriculture Code, Code of Regulations, Business and Professions Code and Placer County Code requirements, as periodically updated and amended, and in accordance with published California State policy statements regarding standards for animal control and care services. When COUNTY is providing field services to CITY, CITY codes that are in conformance with COUNTY Codes will be enforced by COUNTY in accordance with Chapter 6 of the Placer County Code. CITY codes not in conformity with COUNTY codes shall be enforced by CITY unless authority is delegated to COUNTY through CITY ordinance.
- 1.10. CITY animals with treatable injuries or illness will receive proper veterinary medical treatment as mandated by California Penal Code Section 597 and California Civil Code 1834.
- 1.11. CITY Manager, or authorized designee may request COUNTY to provide additional animal control emergency or other relief services that CITY may desire. A request for services shall not, however, guarantee provision of said services which, if rendered, shall be at the discretion of the COUNTY Director of Animal Services. COUNTY will contact CITY to confirm whether the requested services will be provided. The costs relating to these services shall be additional to the quarterly rate calculated as described in Exhibit B, Payment Provisions under the heading "Field Services".
- 1.12. COUNTY shall furnish and supply all necessary labor, supervision, equipment, dispatching services, facilities, and supplies necessary to maintain the level of services to be rendered hereunder.

COUNTY shall collect fees from the public, and shall retain all such fees, in addition to payments made by CITY pursuant to this Agreement.

PAYMENT PROVISIONS

Per Government Code Section 51350, a county that provides services to a city or town pursuant to contract shall charge the city or town all those costs that are incurred in providing the services so contracted or authorized.

The total amount of this contract shall not exceed Six Hundred Seventy Thousand Three Hundred Seventy-Nine Dollars (\$670,379). This amount is meant to be a maximum and COUNTY will bill based on actual services. This amount allows for flexibility to include the annual California Department of Industrial Relations Consumer Price Index (CPI) increases up to 3%. Changes to this maximum contract amount due to an increase in pro rata share shall be memorialized in a subsequent amendment.

For services provided in accordance with Exhibit A, Scope of Services, CITY shall pay COUNTY the rates indicated below:

1. **Charges for Animal Services**

The charges for all services set forth in Exhibit A, Scope of Services shall be based on the CITY'S pro-rata share of Animal Services Fiscal Year 2021-2022 budgeted operating cost. For Fiscal Year 2021-2022, charges are set at **Fifty-Four Thousand Two Hundred Twenty-Two Dollars (\$54,222) per calendar quarter**. Charges for Fiscal Years 2022-2023 and 2023-2024 shall be subject to an annual adjustment based on the California Department of Industrial Relations Consumer Price Index – California, for all Urban Consumers. The adjustment shall be calculated using the most recent twelve-month period data available as of April 30 for each year.

2. **Charges for Field Services**

Charges for services provided in accordance with Section 1.9 of Exhibit shall be billed separately as detailed below.

- 2.1. For any field services performed by COUNTY the current hourly field service rate shall be charged, as set forth in COUNTY Code Section 2.116.110.
- 2.2. Field services shall include one animal control officer, one animal control vehicle and, if needed, one stock or horse trailer. If additional officers or equipment are required, appropriate fees shall be applied as set forth in COUNTY Code Section 2.116.110.
- 2.3. Rates set forth in this section are subject to annual adjustment by the COUNTY Board of Supervisors. COUNTY shall notify CITY in writing of any such adjustment prior to applying the adjusted rates to services performed for CITY.

PLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS

CITY shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-VII evidencing all coverages, limits, and endorsements listed below:

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

COUNTY agrees to indemnify and hold harmless CITY and CITY'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of COUNTY, its employees or agents.

CITY agrees to indemnify and hold harmless COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of CITY, its employees or agents.

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of COUNTY'S services, as well as during the progress of rendering such services. Acceptance of insurance required by this Agreement does not relieve COUNTY from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by COUNTY'S operations regardless if any insurance is applicable or not.

2. **INSURANCE:**

It is agreed that CITY and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than one million dollars (\$1,000,000) to cover all of its operations, specifically, but not limited to, not less than one million dollars (\$1,000,000) general liability, one million dollars (\$1,000,000) automobile liability, and one million dollars (\$1,000,000) workers' compensation.

Each party hereby grants to the other a waiver of any right to subrogation which any insurer of said party may acquire against the other by virtue of the payment of any loss under such insurance. Each party agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the parties have received a waiver of subrogation endorsement from their respective insurers.



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT

MEMORANDUM

DATE: June 24, 2021

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

FROM: Mary Poole, Operations Manager

SUBJECT: City of Citrus Heights Title VI Program Update

Summary and Recommendation

Staff recommends that the City Council approve Resolution No. 2021-___ adopting the City's Title VI Program Update, and authorizing staff to submit necessary documentation to the Federal Transit Administration (FTA) and/or the Federal Highway Administration or the administering agencies as required.

Fiscal Impact

No direct fiscal impact. As both a direct recipient and a sub-recipient of federal funding through the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA), the City is required to adopt and implement a Title VI Program.

Background and Analysis

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. As a recipient of FTA and FHWA funding, the City is required to adopt and implement a Title VI Program that demonstrates that no federally funded transportation program or service provided by the City creates discrimination toward any demographic of the population served by that program or service. The Title VI Program is required to be updated every three years and submitted to the appropriate federal agency (for direct recipients of federal funding) for review and approval. Sub-recipients of federal funding are required to demonstrate compliance with Title VI Program requirements to the appropriate administering agency of the federal funds. For transportation related projects, programs and services, the administrative agency (direct recipient) is typically Sacramento Regional Transit District (SACRT) for transit specific projects and Caltrans for infrastructure and non-infrastructure transportation projects, which also may include transit supportive components.

Staff has updated the City's Title VI Program in accordance with guidelines under the FTA and FHWA. The Title VI Program provides the City's commitment to ensuring that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any of its programs, activities, or services on the basis of race, color, or national origin. Specifically, the Title VI Program includes, but is not limited to the following contents:

- Policy Statement setting forth the City's commitment to ensuring that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any of its programs, activities, or services on the basis of race, color or national origin;
- Summary of general program requirements and guidelines;
- Title VI complaint filing procedures, forms, and records of any Title VI related investigations, complaints, or inquiries;
- Commitment to maintenance of complaint records;
- A Public Participation Plan identifying policies for public hearings, workshops and comment periods that encourage public input regarding transit fare increases or major service changes, and engage minority and limited English proficient populations in the public planning process; and
- Limited English Proficient (LEP) Individuals and public participation requirements.

The Plan also includes Appendices with the Title VI Notice to the Public, the Title VI Complaint Form, the LEP Public Participation Plan and documentation of Subrecipient Compliance with Title VI Requirements under FHWA Form 1273, which is required for construction-related projects.

Once approved by the City Council, this Title VI Program update will be submitted to SACRT and Caltrans upon request for review for compliance as subrecipients receiving federal funding under various federal grant programs. The Title VI Program will continue to be implemented by the City, with each department responsible to ensure compliance within the programs and services under their purview.

Attachments: (1) Resolution
(2) Title VI Program Update Document

RESOLUTION NO. 2021-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, ADOPTING THE CITY'S TITLE VI PROGRAM UPDATE AND
AUTHORIZING CITY STAFF TO SUBMIT NECESSARY DOCUMENTATION TO THE
REQUISITE FEDERAL, STATE AND REGIONAL AGENCIES**

WHEREAS, Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance; and

WHEREAS, as a recipient of Federal Transit Administration (FTA), Federal Highway Administration (FHWA) and Caltrans administered funding, the City is required to implement a Title VI Program that demonstrates that no transit and/or transportation program or service provided by the City creates discrimination toward any demographic of the population served by that program or service; and

WHEREAS, staff has prepared the Title VI Program update in accordance with FTA Circular 4702.18, dated October 1, 2012; and

WHEREAS, the City is committed to ensuring that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any of its programs, activities, or services on the basis of race, color, or national origin.

NOW THEREFORE BE IT RESOLVED AND ORDERED that the City Council of the City of Citrus Heights hereby adopts the City's Title VI Program Update, and authorizes staff to submit the necessary documentation to the FTA and other state, federal and regional agencies as required for review and approval.

BE IT FURTHER RESOLVED that the City Council of the City of Citrus Heights authorizes staff to make any necessary changes, amendments, or revisions to the Title VI Program in order to ensure compliance with the FTA Circular 4702.18, dated October 1, 2012 and any other Title VI related requirements promulgated by FTA or FHWA.

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

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 24th day of June, 2021 by the following vote, to wit:

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

Steve Miller, Mayor

ATTEST:

Amy Van, City Clerk

DRAFT UPDATE Title VI Program

Prepared by: City of Citrus Heights
Department of General Services
6360 Fountain Square Drive
Citrus Heights, CA
95621
(916) 725-2448
www.citrusheights.net

Adopted by the City Council of the City of Citrus Heights on _____

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Title VI Policy Statement

The City of Citrus Heights is committed to ensuring that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any of its programs, activities, or services on the basis of race, color, or national origin. All persons, regardless of their citizenship, are covered under this regulation. In addition, the City of Citrus Heights prohibits discrimination on the basis of race, color or national origin in its employment and business opportunities.

The City of Citrus Heights will not condone retaliation against an individual for his/her involvement in asserting his/her rights pursuant to Title VI or because he/she filed a Complaint or participated in an investigation under Title VI, and/or this regulation.

As a recipient of Federal Transit Administration (FTA) funds, Federal Highway Administration (FHWA) funds and other federal program funding, the City of Citrus Heights will ensure that its programs, policies and activities comply with the Department of Transportation (DOT) Title VI Regulations of the Civil Rights Act of 1964.

The City of Citrus Heights will ensure that the level and quality of its transportation service is provided without regard to race, color or national origin.

The City of Citrus Heights will promote full and fair participation of all affected populations in the transportation decision-making process.

The City of Citrus Heights will make good faith efforts to achieve environmental justice as part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, activities, and services on minority populations and low-income populations within the City's transit service area and transportation system as provided herein.

The City of Citrus Heights will ensure that Limited English Proficient (LEP) individuals have access to the City's Transit and Transportation programs, activities, and services.

In compliance with Title 49 CFR Section 21.9(d), the City of Citrus Heights will provide information to the public regarding its obligations under DOT's Title VI regulations and apprise members of the public of the protections against discrimination afforded to them by Title VI.

Applicability

This policy is applicable to all City of Citrus Heights employees, members of the public and all contractors hired by the City of Citrus Heights.

Failure of a City of Citrus Heights employee to follow this policy and procedure may subject such employee to disciplinary action up to and including employment termination.

General Requirements and Guidelines

The City of Citrus Heights will carry out its programs, activities, and services in compliance with Title VI of the Civil Rights Act of 1964, which states:

“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

The City of Citrus Heights or any of its employees will not, on the grounds of race, color or national origin:

- a. Provide any service, financial aid, or benefit that is different from that provided to others;
- b. Subject an individual to segregation or separate treatment;
- c. Restrict an individual in the enjoyment of any advantage or privilege enjoyed by others;
- d. Deny any individual service, financial aid, or benefits under any of the City’s programs, services, or activities;
- e. Treat individuals differently in terms of whether they satisfy admission or eligibility requirements; or
- f. Deny an individual the opportunity to participate as a member of a planning or advisory body.

The City of Citrus Heights was annexed into the Sacramento Regional Transit District as of January 1, 2019. Section 5 of the Annexation Agreement addresses the requirement that SACRT is responsible for complying with Title VI as it relates to fare changes. Exhibits A and B of the Annexation Agreement includes the Service Change Policy and the Equity Analysis Template. SACRT is responsible to ensure evaluation of all significant system-wide service and fare changes at the planning and programming stages to determine whether these changes have a discriminatory impact on low-income and Limited English Proficiency individuals. This applies to major service changes, which are defined by SacRT as changes to bus and/or light rail service that affects more than 15 percent of system-wide daily revenue miles, creating a new bus route exceeding 150 daily revenue miles, or creation of any new light rail route or extension..

The City of Citrus Heights schedules regular, public meetings of its City Council to ensure that individuals are afforded an opportunity to participate in transportation planning processes and decisions. Sacramento Regional Transit District (SACRT), the City’s current public transit service provider schedules regular, public meetings of the SACRT Board. Both entities also provide for

and encourage public input via online and virtual public meeting options, utilizing social and print media outreach distribution channels.

The City of Citrus Heights's Title VI Program has been prepared in accordance with FTA Circular 4702.1B, dated October 1, 2012. The City will keep the public informed of the protections against discrimination afforded to them by Title VI and the City's obligations under Title VI by posting a Title VI Notice (Appendix A) on the agency's website, SACRT will post in transit vehicles, and the City will post in public areas of the agency's administrative office. The Title VI Policy Statement Complaint Form (Appendix B) is also posted on the City's website at www.citrusheights.net and is available at the City's City Hall offices. The City of Citrus Heights will provide information, upon request from FTA and/or FHWA, in order to investigate complaints of discrimination, or to resolve concerns about possible noncompliance with Title VI.

The City of Citrus Heights will submit its Title VI Program to SACRT's Title VI compliance office to ensure compliance with Title VI Requirements.

The City of Citrus Heights' annexation agreement includes the requirement that SACRT will comply with Title VI of the Civil Rights Act of 1964. SACRT will ensure that minority and low-income individuals have meaningful access to the City's Transit programs, activities and services.

Complaint Procedures and Appeals

How to File a Title VI Complaint with the City of Citrus Heights

Any person who believes they have been denied the benefits of, excluded from participation in, or subject to discrimination on the grounds of race, color, or national origin can file a complaint by contacting the Title VI Coordinator (City Clerk) by phone, e-mail, or in writing.

Title VI Coordinator
Amy Van, City Clerk
6360 Fountain Square Drive
Citrus Heights, CA 95621
(916) 725-2448
avan@citrusheights.net

The Complaint Form (contained in Appendix B) can be used to file a Title VI Complaint with the City of Citrus Heights. The complaint must be filed within 180 calendar days of the alleged discriminatory incident. The Complaint Form will be made in an accessible format upon request, and can be obtained via the following methods:

- a. Electronic download from the City of Citrus Heights's website at www.citrusheights.net
- b. By calling the City of Citrus Heights at (916) 725-2448
- c. By picking up a Complaint Form during normal business hours, Monday through Friday, at the following location:

City of Citrus Heights
6360 Fountain Square Drive
Citrus Heights, CA 95621

Procedures for Investigating Complaints

The City Clerk will investigate the complaint and make a determination. Formal investigation of the complaint will be confidential and will include, but is not limited to, details of the specific incident, frequency and dates of occurrences, and names of any witnesses. The complainant will be notified of the resolution.

Appeals Process

If the complainant is not satisfied with the resolution, an appeal process is available. An appeal request for review of a determination of unlawful denial of access or accommodation to public services and transportation must be filed, in writing, within sixty (60) calendar days of the incident. The written appeal must include the customer's name, address, and telephone number. A statement of reason(s) why the complainant believes the denial of the complaint was inappropriate is recommended.

The City Manager will set a mutually agreed-upon time and place for the review process with the complainant and/or his/her representatives within thirty (30) days of the request. The complainant may submit documents or other information to be included with the record and considered in the review process. A record of the review will be kept, as determined by the City Manager. Anyone needing special accommodations may contact the City at (916) 725-2448 for assistance.

Filing a Title VI Complaint with the FTA Office of Civil Rights

Individuals or organizations can also file a complaint directly with the Federal Transit Administration's (FTA) Office of Civil Rights. A complaint must be filed no later than 180 days after the date of the alleged discrimination, unless the time for filing is extended by FTA. Completed and signed Title VI Complaint forms should be sent to:

Federal Transit Administration Office of Civil Rights
Attention: Title VI Complaint Team
East Building, 5th Floor – TCR
1200 New Jersey Ave., SE

Washington, DC 20590
Phone: 1-888-446-4511
TTY: 1-800-877-8339
VCO: 1-877-877-6280
Email: FTACivilRightsCommunications@dot.gov

The FTA Title VI Complaint Form can be found at the following link:
[FTA Civil Rights Complaint Form | FTA \(dot.gov\)](#)

Once a complaint has been accepted by FTA for investigation, FTA will go through an investigative process and make determinations based on findings. Investigative process and determination by FTA should be completed within 180 days of the date the FTA accepts the complaint for investigation. The City will cooperate with FTA, when required, during the investigative process and will take appropriate actions when a violation is determined. Upon completion of the investigation, FTA's Office of Civil Rights will transmit to the complainant and the grantee a letter of finding and resolution. If either party wishes to appeal the decision, the letter of finding and resolution will provide the opportunity and instructions to do so.

A person may also file a complaint directly with:

Federal Highway Administration
U.S. Department of Transportation
Office of Civil Rights
1200 New Jersey Avenue, SE
8th Floor E81-105
Washington, DC 20590
Phone: 202-366-0693
Email: CivilRights.FHWA@dot.gov

Investigations, Complaints or Inquiries

The City's legal counsel and City Clerk's Office will maintain a list (a minimum of four years in active status) of any Title VI investigations, complaints, or lawsuits filed which allege the City of Citrus Heights discriminated against a person or group on the basis of race, color, or national origin. This list will include, at a minimum:

- a. The date the investigation, complaint, or lawsuit was filed
- b. A summary of the allegation(s)
- c. The status of the investigation, complaint, or lawsuit
- d. Any actions or corrective actions taken by the City in response to the investigation, Complaint or lawsuit.

As of the posting of the update, the City of Citrus Heights has had no complaints, investigations,

or lawsuits which allege discrimination on the grounds of race, color, national origin or any other form of discrimination since incorporation.

Public Participation Plan

As a recipient of Federal transportation funding from the FTA, FHWA and other federal funding sources, the City of Citrus Heights is required to develop a Public Participation Plan (PPP) in accordance with U.S.C Section 5307. The City of Citrus Heights, in collaboration with the Sacramento Area Council of Governments (SACOG), Sacramento Regional Transit District (SACRT) and other regional transit operators, informs the public of service changes and other important activities which pertain to the City's service through a specific dissemination process. The following outlines the strategies and procedures that the City uses to encourage and include public participation for consideration in its decision-making process.

Public Hearing and Comment Period for Fare Increase or Major Service Change

The City of Citrus Heights shall support an open and participative process including the consideration of public comment before any fare increase or major service change. A major service change is defined as a change in bus and/or light rail service that affects more than 15 percent of daily revenue miles, creating a new bus route exceeding 150 daily revenue miles, or creation of any new light rail route or extension.. At a minimum, one public hearing shall be held by SACRT, the City's transit service provider, prior to any major service change or fare increase. A public comment period shall be held at least thirty (30) calendar days prior to any scheduled public hearing. Additional public workshops may be held during the 30- day public comment period in order to elicit public comment regarding the major service change or fare increase. During any public hearing, workshop, or comment period, the City or its transit service provider will accept written comments via mail, fax, or e-mail, and verbal comments by phone or in-person.

Public Noticing Requirements

Public notices shall inform the public of proposed actions which initiated the public comment process, how comments will be received, and, if applicable, the locations, dates, and times of scheduled public hearings or workshops. Prior to any public hearing or comment period, a public notice will be prepared and sent to the local media. At a minimum, this legal notice will be published in the local newspaper of general circulation. The City may also post a copy of the public notice, along with dates and times of any public hearing or workshop, on the City's public website. In addition, notices related to public transportation services or related activities or programs may be posted on any bus or transit facility to further inform the public of an opportunity to participate and have their comments considered in any fare increase or major service change decision- making process. Transit riders of routes proposed for adjustment will be further notified of the public comment process by an appropriate combination of on-vehicle flyers, posters, pamphlets, electronic rider alerts, e-mails, and other available means as determined by SACRT or City staff for each scenario.

Scheduling Public Hearing or Workshop Locations and Times

As funding allows, transit service adjustments that have system-wide implications may require multiple public meeting times and locations in order to maximize convenience to riders that are affected. To the greatest extent possible, public meetings will be scheduled at locations in proximity to the area(s) affected by the proposed adjustments, and in proximity to regular bus routes. All facilities utilized for public workshop will be accessible to persons with disabilities. All major service changes and fare adjustments shall be adopted at a public hearing of the governing board of Sacramento Regional Transit District or by the City of Citrus Heights if the services are provided directly by the City of Citrus Heights.

When proposed service adjustments will affect only a limited area, efforts will be made to schedule the meeting at a location near the affected area. Meetings will be scheduled to begin at a convenient time, usually midday and/or early evenings.

Procedure for Conducting Public Workshops

Comment forms will be offered to attendees at any public hearing or workshop to register their presence and desire to speak, or as an alternate method of providing their written comments. Public workshops will begin with a welcome and introduction of staff present. The purpose, proceedings, and proposed actions which necessitated the public hearings will be explained for clarification. When the explanation of proposed actions is completed, the public will be invited to offer their comments. All persons wishing to comment will have the opportunity to do so. This offering will precede the close of the public workshop.

Documentation of Public Hearings

Official records of the City's or any of its transit service providers' public workshops on fare increases, major service changes, or any unmet transit needs will be generated and presented to the City Council of the City of Citrus Heights or appropriate governing board at a regularly scheduled meeting. Records of all public comments will be maintained on file with the host agency as per the California Public Records Act.

Addressing Public Comments Received

All comments, received either in writing or verbally during a public hearing, workshop, or comment period, or as otherwise conveyed to the City or appropriate governing board prior to an established date for the City Council's or appropriate governing board's decision regarding any proposed major service change or fare increase, will be entered into the public record of the comment process. City or Board staff will evaluate, analyze, and consider all relevant comments received to see whether they are reasonable to meet.

Outreach to Engage Minority and Limited English Proficient Populations

The City of Citrus Heights will continue assessing the language needs of citizens in its service area through its Language Assistance Plan (LAP), which is described in greater detail in a subsequent section of this Title VI Program. To the greatest extent possible, to elicit public participation from minority and Limited English Proficient (LEP) populations, the City or any of its contracted service providers will engage in the following outreach activities:

- Public outreach may include attending already existing community meetings and gatherings, such as school meetings, faith-based events, and other community activities in order to invite participation from LEP populations who may not attend hosted public events.
- The City will ensure that non-English language interpretation will be available at any public meeting or workshop, as is appropriate and necessary, whether facilitated by the City or any of its contracted service providers.
- Notices will be made bilingual, or Spanish language notices will be developed and posted with English notices, as deemed necessary.
- Event information posted on or linked to the City's website will be posted in English and Spanish, as deemed necessary.
- The City of Citrus Heights or any of its contracted service providers will distribute event information to community groups and agencies that work with LEP populations, if such contacts exist.
- The City will contract to provide language assistance, or interpretation services, for customers and callers that are non-English speaking, as deemed necessary.

Summary of Outreach Efforts Made Since Last Title VI Program Submission

The City annexed into SACRT on January 1, 2019. Title VI Program outreach for transit related operations and services is provided by SACRT. Information about SACRT's outreach efforts, inclusive of Citrus Heights, is available at the SACRT website: www.sacrt.com.

The City has conducted multiple meetings, workshops, and open houses since the 2017 Title VI program adoption. Planning projects including the Electric Greenway, the Carriage Lauppe Safe Schools Corridor Plan and the Old Auburn Road Complete Streets Plan utilized traditional and pop up meetings as well as online survey tools to ensure broad public participation. Multiple meeting flyers were produced in Spanish and Russian languages with additional translation tools available through Google translate links on the City's website.

See example outreach materials in Appendix E.

Limited English Proficient (LEP) Individuals and Public Participation Requirements

The City of Citrus Heights will seek out and consider the viewpoints of minority, low-income and Limited English Proficient (LEP) populations in the course of conducting public outreach and involvement activities. As defined in Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English. The City's public participation strategy will offer early and ongoing opportunities for the public to be involved in the identification of social, economic and environmental impacts of proposed transportation decisions.

The City of Citrus Heights will ensure that individuals have meaningful access to its programs, activities and services by developing and carrying out the language plan herein. Notices detailing the City's Title VI obligations and complaint procedures shall be translated into languages other than English, as needed, consistent with the DOT LEP Guidance and the City's Language Assistance Plan. The City of Citrus Heights employs Language Line Services to provide interpretation at its City Hall office and within its various City departments to assist LEP individuals with questions and trip planning. The City also employs some staff members with bilingual skills.

The City will regularly assess language assistance needs of the population to be served using the following four (4) factors to determine what measures must be undertaken to provide reasonable and meaningful access to LEP individuals:

- a. Languages likely to be encountered and the number or proportion of LEP persons in the eligible service population likely to be affected by the program, activity, or service,
- b. Frequency with which LEP individuals come into contact with the City's programs, activities, and services,
- c. Importance of the program, activity, or service provided by the City of Citrus Heights to LEP individual's lives,
- d. Resources needed to provide effective language assistance and costs

The City of Citrus Heights's LEP Plan has been developed in accordance with Executive Order 13166 and is contained in Appendix C of this Title VI Program.

Environmental Justice Requirements

The City of Citrus Heights shall integrate a Title VI equity analysis and an environmental justice analysis into its Title VI Program Updates and National Environmental Protection Act (NEPA) documentation of construction projects that have received Federal financial assistance. The City is required to conduct a Title VI equity analysis for all federally funded projects. A sample of a Title VI equity analysis conducted as part of the City's housing allocation process is provided in Appendix

F. Title VI equity analysis are to include the following:

- a. A description of the low-income and minority population within the study area affected by the project, and a discussion of the method used to identify this population (e.g., analysis of Census data, direct observation, or a public involvement process);
- b. A discussion of all adverse effects of the project both during and after construction that would affect the identified minority and low-income populations;
- c. A discussion of all positive effects of the project that would affect the identified minority and low-income populations, such as improvements in transit service, mobility, or accessibility;
- d. A description of all mitigation and environmental enhancement actions incorporated into the project to address the adverse effects, including, but not limited to, any special features of the relocation program that go beyond the requirements of the Uniform Relocation Act and address adverse community effects such as separation or cohesion issues; and the replacement of the community resources destroyed by the project;
- e. A discussion of the remaining effects, if any, and why further mitigation is not proposed; and;
- f. For projects that traverse predominantly minority and low-income and predominantly non-minority and non-low-income areas, a comparison of mitigation and environmental enhancement actions that affect predominantly low-income and minority areas with mitigation implemented in predominantly non-minority or non-low-income areas.

Service Equity

The City of Citrus Heights is committed to ensuring that all transit services are socially equitable for every population group within the City's boundaries. The following list summarizes the City and Sacramento Regional Transit District (SACRT) efforts to ensure that all transit services are equitably distributed throughout the City:

- Any major service change or fare increase proposed by SACRT involves significant public outreach and participation that is noticed Citywide and made to accommodate any minority or LEP population as determined;
- SACRT conducts intermittent passenger surveys which are distributed either system-wide or targeted to riders based on service mode (commuter, local, or dial-a-ride), depending on the nature of the survey;
- Bus stop locations and stop amenities (i.e. shelters, benches, lights, etc.) are determined by factors including ridership demand and whether or not the stop location serves a major transfer location or park-n-ride facility.

Information regarding route-specific ridership, service performance, and bus facilities/amenities information is included in SACRT's Service Standards policy and monitored on a regular basis by City staff, transit service provider (SACRT) staff and/or a third party consultant contracted with the City and/or SACRT to evaluate system-wide performance measures.

Decision Making Committees and Councils

The City of Citrus Heights is committed to providing an open and visible decision-making process to which the public has equal access. The City Council or its contracted service provider (if a transit agency or district with a governing board made up of elected officials appointed by their jurisdictions) makes the final decisions regarding policy, service changes, fares, capital programming and facility locations for the City's Transit service. The City Council and/or governing board members are elected officials, and therefore, are not subject to Title VI requirement. Boards and Commissions currently appointed by the City Council include the Planning Commission and the Construction Board of Appeals. None of these boards provide advisory input related to public transit services and therefore a depiction of membership is not applicable.

Efforts to Ensure City as a Direct or Subrecipient, Maintains Compliance with Title VI

For projects, programs and services administered by the City as a direct recipient of FTA funds, the City of Citrus Heights undertakes the following activities to ensure that the City or any contractor receiving Federal funds for completing work for the City, complies with Title VI of the Civil Rights Act of 1964:

- All Contract/Service Agreement documents for work utilizing Federal funds contain clauses that require the contractor to confirm, through signature/execution, that they will comply with the regulations established under Title VI of the Civil Rights Act of 1964. Required contract provisions in Federal-Aid Construction Projects (FHWA form 1273) are included in all City contracts funded all or in part with federal funding. Please See Appendix D, Attachment 1.
- The City will provide all contractors with access to the City's Title VI Program, Complaint Forms, and Appeal process, which is located on the City's website at www.citrusheights.net.
- At any time, the City may request that any contractor receiving Federal funds for completing work for the City, provide documentation to verify that they are in compliance with all Title VI requirements. This verification process includes the following steps:
 - The City will request a description of the contractor's methodology regarding how they will be compliant with the Title VI requirements. The City will accept that a contractor uses the City's Title VI Program, Complaint Forms, and Appeals processes for compliance provided that the contractor document states how the Title VI information and materials are distributed to the employees that are working on the contract;

- At any time during the Contract's term, the City may request a record of all Title VI Complaint Forms that the subrecipient, or contractor, has received since the execution of the contract. The Contractor must submit any Title VI Complaints to the City regardless of whether or not the complaint has been addressed or is in review;
- If a Title VI complaint has been submitted to a contractor, the City will require the contractor to identify how the Title VI complaint was addressed, and whether or not the individual who submitted the complaint was provided with an opportunity to appeal the decision made by the contractor.

The City currently is a member of the SACRT District. Public transportation services provided include: fixed- route, ADA paratransit/dial-a-ride, and SmarT Ride on demand services in select locations, including the entire City limits. The annexation agreement with SACRT recognizes that the District may utilize Federal funding and includes clauses that require the City and any City contractor to comply with all Federal regulations, including Title VI requirements, during the course of being a SACRTD member agency.

Appendix A

Title VI Notice to Public

(Identified on the City's website and available in the City's main office; Sacramento Regional Transit District provides Notices posted on buses providing service in Citrus Heights)



City of Citrus Heights
Title VI Non-Discrimination Public Notice

Title VI of the Civil Rights Act of 1964 requires that “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

The City of Citrus Heights, under Title VI of the Civil Rights Act of 1964 and related statutes, is committed to ensuring no person in the City of Citrus Heights is excluded from, or denied the benefits of, or be otherwise subjected to discrimination under any activity or program the City administers, on the basis of race, color, national origin, age, sex, or disability.

The City of Citrus Heights is committed to complying with the requirements of Title VI in all of its federally funded programs and activities.

Any person who believes he or she has been discriminated against, may file a signed written complaint within 180 days of the date of alleged discrimination. The complaint should include the following information:

- Your name, your address and how best to contact you (i.e. telephone number, email address, etc.)
- How, when, where and why you believe you were discriminated against. Please include the location, names and contact information of any witnesses.

A written complaint can be filed:

By Mail:

City of Citrus Heights
6360 Fountain Square Drive
Citrus Heights, CA 95621

In Person:

City of Citrus Heights
6360 Fountain Square Drive
Citrus Heights, CA 95621

For questions, please contact the City’s Title VI Coordinator, Amy Van, at (916) 725-2448. TDD users with questions or comments, please call the California Relay Service TDD Access Number (800) 735-2922.

If you need translation services for languages other than English, please call 866-874-3972 for assistance.

- Spanish: Si necesita servicios de traducción para otro lenguaje, aparte de Ingles, Por favor llamar al 866-874-3972 para asistencia.
- Vietnamese: Nếu bạn cần dịch vụ thông dịch cho các ngôn ngữ khác ngoài tiếng Anh, xin vui lòng gọi 866-874-3972 để được trợ giúp.
- Tagalog: Kung nangangailangan po ng tulong o interpretasyon sa ibang wika liban sa inglés, tumawag lang po sa 866-874-3972 .

- Chinese: 若你需要中文翻譯服務, 請來電 866-874-3972 接受協助

Title VI Notification Posted on City's Website: www.citrusheights.net

Title VI Non-Discrimination Policy

SacRegion511

SmaRT Ride

Citrus Heights Transit Plan 2018

Unmet Transit Needs

[Home](#) > [Government](#) > [General Services Department](#) > [Community Services](#) > [Transit Services](#) > Title VI Non-Discrimination Policy

Title VI Non-Discrimination Policy

Title VI of the Civil Rights Act of 1964 requires that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

The City of Citrus Heights, under Title VI of the Civil Rights Act of 1964 and related statutes, is committed to ensuring no person in the City of Citrus Heights is excluded from, or denied the benefits of, or be otherwise subjected to discrimination under any activity or program the City administers, on the basis of race, color, national origin, age, sex, or disability.

The City of Citrus Heights is committed to complying with the requirements of in all of its federally funded programs and activities. The city adopted its [Title VI Program \(PDF\)](#) on April 27, 2017.

Any person who believes he or she has been discriminated against, may file a signed written complaint within 180 days of the date of alleged discrimination. The complaint should include the following information:

- Your name, your address and how best to contact you (i.e. telephone number, email address, etc.)
- How, when, where and why you believe you were discriminated against. Please include the location, names and contact information of any witnesses.
- Title IV Complaint [Form \(PDF\)](#)

A written complaint can be filed by mail or in person at:

Title VI Coordinator
 City of Citrus Heights
 6360 Fountain Square Drive
 Citrus Heights, CA 95621

For questions, please contact the city's Title VI Coordinator, Amy Van, at (916) 725-2448. TDD/TTY users with questions or comments, please call the California Relay Service 7-1-1.

Title VI

- [CH APPROVED Title VI Plan 04.20.17 \(PDF\)](#)

Select Language ▼

Powered by [Google Translate](#)

Appendix B

Title VI Complaint Form



(Available on the City's website in English and Spanish with further translation upon request)

Citrus Heights Complaint Form

Title VI of the 1964 Civil Rights Act requires that "No person in the united States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

If you believe you have received discriminatory treatment by the City of Citrus Heights under Title VI of the Civil Rights Act, you have the right to file a complaint with the City. The complaint must be filed within 180 calendar days of the alleged discriminatory incident.

The following information is necessary to assist us in processing your complaint.
Please complete and return this form by mail or in person to: Title VI Coordinator, City of Citrus Heights 6360 Fountain Square Drive, Citrus Heights, CA 95621

If you need assistance in completing the form, please let us know.

1. Complainant's Name: _____

2. Mailing Address: _____

3. City/State/Zip Code: _____

4. Telephone: _____

5. Person discriminated against (if other than complainant):

Name: _____

Address: _____

City/State/Zip Code: _____

6. Which of the following best describes the reason you believe the discrimination took place?

- a. Race: _____
- b. Color: _____
- c. National Origin: _____
- d. Age: _____
- e. Sex _____
- f. Disability _____
- g. Other _____

7. What date did the alleged discrimination take place? _____

8. In your own words, describe the alleged discrimination. Explain what happened and whom you believe to be responsible. Please use additional sheets of paper if necessary.

9. List any others who may have knowledge of this event:

Name Address City/State/Zip Code

10. Have you filed this complaint with any other Federal, State, or local agency; or with any Federal or State court?

Yes: _____ No: _____

If yes, check each box that applies:

Federal Agency _____ Federal Court _____ State Agency _____

State Court _____ Local Agency _____

11. Please provide a contact name at the agency/court where the complaint was filed:

Name: _____

Agency: _____

Please sign below:

Complainant's Signature: _____ Date: _____

You may attach any written material or other information relevant to the complaint

Formulario de denuncias del Título VI
Ciudad de Citrus Heights

La Ciudad de Citrus Heights se compromete a garantizar que no se excluya a ninguna persona para que participe en ni se le nieguen beneficios de sus servicios en función de raza, color o nacionalidad, según lo dispone el Título VI de la Ley de Derechos Civiles de 1964, según sus modificaciones. Las denuncias en virtud del Título VI deben presentarse dentro de un plazo de 180 días del supuesto hecho de discriminación.

La siguiente información es necesaria para que nos ayude a procesar su denuncia. Si usted necesita algún tipo de asistencia para completar este formulario, contacte a la Coordinadora del Título VI.

El formulario completo debe entregarse a:

Title VI Coordinator (Coordinadora del Título VI)

Any Van, City Clerk

6360 Fountain Square Drive

Citrus Heights, CA

95621

(916) 725-2448

avan@citrusheights.net

Nombre:	Teléfono:
Domicilio:	Teléfono alternativo:
	Ciudad, Estado y Código postal:
Persona(s) víctima(s) de discriminación (si no es la que presenta la denuncia): Nombre(s):	
Domicilio, Ciudad, Estado y Código postal:	

¿Cuáles de las siguientes opciones describe mejor el motivo por el cual se produjo la supuesta discriminación? (Encierre una opción en un círculo)

- Raza
- Color
- Nacionalidad (dominio del idioma inglés limitado)

- Otro _____

Fecha del incidente: _____

Por favor describir el supuesto incidente de discriminación. Informe nombres y cargos de todos los empleados participantes de la Ciudad de Citrus Heights (o sus contratistas de MV Transportation, Inc.), si tiene esos datos. Explique lo que sucedió y quién considera que fue el responsable. Formulario de denuncias del Título VI Ciudad de Citrus Heights

Servicios de transporte de pasajeros

Adjunte más hojas si es necesario.

¿Ha presentado una denuncia ante otra/s agencia/s federales, estatales o locales con respecto a este incidente? (Encierre una opción en un círculo)

Sí / No

En caso de que así sea, detalle a continuación la agencia/s y la información de contacto:

_____	_____
Agencia	Nombre del contacto
_____	_____
Domicilio, Ciudad, Estado y Código postal	Teléfono
_____	_____
Organismo	Nombre del contacto
_____	_____
Domicilio, Ciudad, Estado y Código postal	Teléfono

La Ciudad hará todo lo posible para revisar su denuncia dentro de un plazo razonable. La Coordinadora del Título VI lo contactará en un plazo de diez (10) días. Si sus inquietudes corresponden a una agencia que no sea la Ciudad de Citrus Heights, enviaremos este formulario al la agencia responsable.

La Ciudad de Citrus Heights conservará todas las denuncias y respuestas escritas durante un periodo de hasta tres años.

Si la respuesta de la Coordinadora del Título VI o la persona que esté designada no resuelve satisfactoriamente la denuncia, el denunciante podrá apelar el fallo dentro de un plazo de sesenta (60) días calendario después de recibir la respuesta ante el Administrador de la Ciudad o la persona que esté designada. Afirmo que he leído los cargos anteriores y que los mismos son ciertos a mi leal saber y entender.

Firma del denunciante

Fecha

Nombre del denunciante en imprenta o a máquina

Appendix C

Limited English Proficiency Public Participation Plan

Limited English Proficiency (LEP) Plan

Improving Access to Services for Persons with Limited
English Proficiency

City of Citrus Heights
6360 Fountain Square Drive
Citrus Heights, CA 95621

Phone (916) 725-2448
Fax (916) 727-1454
www.citrusheights.net

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Introduction

This *Limited English Proficiency Plan* has been prepared to address the City of Citrus Heights responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et se, and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color or national origin.

Executive Order 13166, titled Improving Access to Services for Persons with Limited English Proficiency, indicates that differing treatment based upon a person's inability to speak, read, write or understand English is a type of national origin discrimination. It directs each federal agency to publish guidance for its' respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies which receive federal funds, including the City of Citrus Heights, which receives federal assistance through the U.S. Department of Transportation (U.S. DOT).

Plan Summary

The City of Citrus Heights has developed this Limited English Proficiency Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency (LEP) who wish to access services provided by the City of Citrus Heights. As defined in Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English.

This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available.

In order to prepare this plan, the City undertook the U.S. DOT four-factor LEP analysis which considers the following factors:

1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter a City of Citrus Heights Transit Services program, activity or service.
2. The frequency with which LEP persons come in contact with City of Citrus Heights Transit Services programs, activities or services.
3. The nature and importance of programs, activities or services provided by the City of Citrus Heights Transit Services to the LEP population.
4. The resources available to the City of Citrus Heights Transit Services and overall cost to provide LEP assistance.

A summary of the results of the City of Citrus Heights four-factor analysis is in the following section.

Four-Factor Analysis

1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter a City of Citrus Heights Transit Services program, activity or service.

The Census Bureau identifies a classification of languages spoken at home by the ability to speak English either “very well” or “less than very well”. For planning purposes, the City of Citrus Heights is considering people that speak English “less than very well” as Limited English Proficient (LEP) persons.

Table 1 shows the languages spoken at home for all persons five years old and older, within the City of Citrus Heights jurisdiction.

Table 1: LANGUAGE SPOKEN AT HOME FOR THE POPULATION 5 YEARS AND OVER
(Source: American Community Survey 2019)

Limited English Proficiency (LEP) in Citrus Heights 95610 & 95621												
COMBINED ZIP CODE TOTALS	Total		Percent		Speak English only or speak English "very well"		Percent speak English only or speak English "very well"		Speak English less than "very well"		Percent speak English less than "very well"	
Spanish 95610	4,389	+804	10.1%	+1.8	2,444	+505	55.7%	+7.5	1,945	+520	44.3%	+7.5
Spanish 95621	3,022	+630	7.7%	+1.6	1,819	+390	60.2%	+7.1	1,203	+360	39.8%	+7.1
	7411	0	8.9%	0	4263	0	58.0%	0	3148	880	42.1%	0
Other Indo-European languages 95610	3,655	+591	8.4%	+1.4	2,069	+377	56.6%	+6.1	1,586	+359	43.4%	+6.1
Other Indo-European languages 95621	2,503	+512	6.3%	+1.3	1,325	+320	52.9%	+9.1	1,178	+362	47.1%	+9.1
	6158	0	7.4%	0	3394	0	54.8%	0	2764	0	45.3%	0
Asian and Pacific Island languages 95610	1,093	+378	2.5%	+0.9	554	+229	50.7%	+16.8	539	+288	49.3%	+16.8
Asian and Pacific Island languages 95621	983	+286	2.5%	+0.7	420	+137	42.7%	+12.4	563	+232	57.3%	+12.4
	2076	0	2.5%	0	974	0	46.7%	0	1102	0	53.3%	0
Population 5 years and over 95610	43,494	+889	(X)	(X)	39,325	+946	90.4%	+1.4	4,169	+612	9.6%	+1.4
Population 5 years and over 95621	39,431	+904	(X)	(X)	36,395	+973	92.3%	+1.4	3,036	+540	7.7%	+1.4
	82925	0	0	0	75720	0	91.4%	0	7205	0	8.7%	0
All citizens 18 years old and over 95610	33,991	+924	(X)	(X)	32,194	+881	94.7%	+1.0	1,797	+352	5.3%	+1.0
All citizens 18 years old and over 95621	31,436	+737	(X)	(X)	29,711	+835	94.5%	+1.0	1,725	+321	5.5%	+1.0
	65427	0	0	0	61905	0	94.6%	0	3522	0	5.4%	0

Speak a language other than English 95610	4,971	+665	14.6%	+1.8	3,174	+493	63.9%	+5.2	1,797	+352	36.1%	+5.2
Spanish	1,818	+433	5.3%	+1.2	1,298	+333	71.4%	+7.3	520	+185	28.6%	+7.3
Other languages	3,153	+528	9.3%	+1.5	1,876	+389	59.5%	+6.3	1,277	+275	40.5%	+6.3
Speak a language other than English 95621	4,242	+489	13.5%	+1.6	2,517	+385	59.3%	+5.9	1,725	+321	40.7%	+5.9
Spanish	1,728	+327	5.5%	+1.1	1,204	+267	69.7%	+7.8	524	+166	30.3%	+7.8
Other languages	2,514	+411	8.0%	+1.3	1,313	+266	52.2%	+7.9	1,201	+304	47.8%	+7.9

Speak a language other than English TOTALS	9213		21.4%		5691		93.6%		3522		56.5%	
Spanish TOTALS	3546		8.1%		2502		106.3%		1044		43.8%	
Other languages TOTALS	5667		13.3%		3189		85.6%		2478		64.4%	



LANGUAGE SPOKEN AT HOME

TABLE S1601

American Community Survey 2019 ACSST5Y2019
ACS 5-Year Estimates Subject Tables

<https://data.census.gov/cedsci/table?q=ZCTA5%2095610%20Language&tid=ACST5Y2019.S1601&hidePreview=true>
<https://data.census.gov/cedsci/table?q=ZCTA5%2095621%20Language&tid=ACST5Y2019.S1601&hidePreview=true>

Data downloaded 3/30/2021

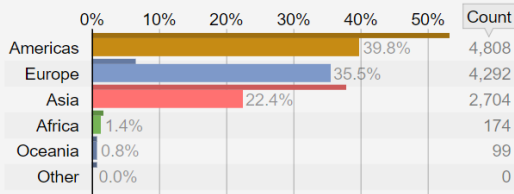
Continent of Birth

#2

Percentage of the foreign-born population.¹

Scope: population of California and Citrus Heights

■ Citrus Heights ■ California



Count number of people born in given place

¹ excluding those born at sea

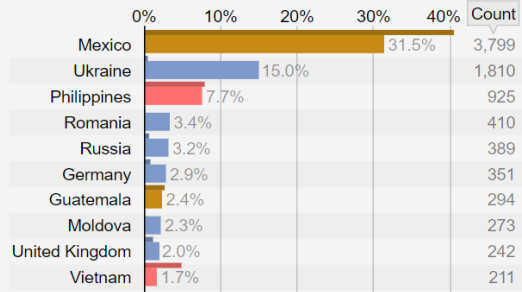
Country of Birth

#3

Percentage of the foreign-born population.¹

Scope: population of California and Citrus Heights

■ Citrus Heights ■ California
■ Europe ■ Asia ■ Americas



Count number of people born in given place

¹ excluding those born at sea

[The Demographic Statistical Atlas of the United States - Statistical Atlas](https://statisticalatlas.com/place/California/Citrus-Heights/National-Origin#figure/country-of-birth)

<https://statisticalatlas.com/place/California/Citrus-Heights/National-Origin#figure/country-of-birth>

(retrieved 06/15/21)

Pursuant to the Safe Harbor Provision, an agency is obligated to provide translation of vital documents for eligible LEP language groups that constitute either five percent (5%) or 1,000 persons of the population being served. Within Citrus Heights, two language groups exceed the threshold of 1,000 persons: Spanish and Russian (ACS survey data retrieved 03-30-2021).

2. The frequency with which LEP persons come in contact with City of Citrus Heights Transit Services programs, activities or services.

The City of Citrus Heights assessed the frequency with which staff have, or could have, contact with LEP persons. The following “touch points” and frequencies have been identified as set forth in the following table:

Primary Touch Points	Frequency
SACRT Bus and Paratransit Drivers	Frequently
SACRT Customer Service Agents	Frequently
SACRT Schedule/Printed Materials	Occasionally
SACRT Interior Bus Signage/Posters	Occasionally
Transit Webpages	Occasionally
Social Media	Occasionally
Public Meetings	Occasionally
Reception Service	Occasionally

Secondary Touch Points	Frequency
Ticket Vendors	Occasionally
Administrative Staff	Infrequent
Broadcast Media	Infrequent
Ridership Surveys (RT)	Infrequent
Operator Surveys (RT)	Infrequent

3. The nature and importance of programs, activities or services provided by the City of Citrus Heights’s Transit Services to the LEP population.

Transit is a vital service within the City of Citrus Heights, especially for people without access to personal vehicles. Due to the importance of this service, the City recognizes the need to provide all populations, including LEP populations, with the

opportunity to access transit. For LEP populations, the inability to interpret schedules printed in English, or converse with bus drivers in English, are barriers to being able to utilize a transit service. To address this barrier, the City has established procedures to provide opportunities for LEP individuals needing translation services in order to fully utilize the City's transit services.

As identified in Factor 2, SACRT bus drivers and SACRT Customer Service Agents (CSAs) are the most likely staff members to encounter LEP individuals from the language populations identified in Factor 1 (Spanish and Russian languages). LEP individuals that may not feel comfortable interacting with a bus driver or CSA instead may also look for transit service information either posted on a bus schedule/flyer, or on the City's or service provider's website. Recognizing these points of contact, the City's LEP Plan establishes procedures that are most effective at these particular points of contact where an LEP individual may access the City's transit services.

4. The resources available to the City of Citrus Heights Transit Services and overall cost to provide LEP assistance.

The City has assessed its available resources that could be used for providing LEP assistance, including determining how much a professional interpreter and translation service would cost on an as-needed basis, which of its documents would be the most valuable to be translated if the need should arise, and taking an inventory of available organizations that the City of Citrus Heights could partner with for outreach and translation efforts. Due to financial limitations, and the limited amount of translation requests that staff has historically had from LEP populations, the City provides an oral and written translation service on an as needed basis. This service is provided through Language Line Solutions, and it functions to allow a bus driver, CSA, or administrative staff member to contact a direct line in order to request an over-the-phone translator for the language that an LEP individual may request. The City may also utilize this service to translate any documents that may be requested from an LEP individual on an as-needed basis. The City will also provide a link to web-based translation services for its website on the home page.

Based on the four-factor analysis, the following LEP Plan has been established to identify how the City and SACRT address the LEP populations identified in factor 1, and the specific resources that are available to address their needs.

Limited English Proficiency (LEP) Plan Outline

There are five areas that comprise the City of Citrus Heights's LEP Plan

1. Identifying LEP individuals who need language assistance
2. Language assistance measures
3. Training Staff
4. Providing Notice to LEP persons
5. Monitoring and updating the LEP Plan

1. Identifying LEP individuals who need language assistance

How the City's transit services may identify an LEP person who needs language assistance

- All SACRT buses include a Title VI Notification Poster that identifies the opportunity for LEP individuals to receive translation services. For the two LEP language groups identified in Factor 1 (Spanish and Russian), a phrase in each specific language (as well as other languages) is identified to direct that LEP individual to a phone translation service that the City provides free of charge (see Appendix A).
- City and/or contract staff examine CSA and Transit Administration records for language assistance requests that have been received in the past, either at meetings or over the phone, to determine whether language assistance might be needed at future events. Based on the City's current records, Spanish is the only language that LEP individuals have requested translation services for, both oral and in writing.
- Language Identification Flashcards (see Attachments 1 and 2), which include phrases in Spanish and Russian, are provided in each bus so that an LEP individual boarding the bus can identify to the driver the specific language they need assistance with. The driver can then either immediately contact the language translation service directly, or refer the LEP individual to the language translation service for further assistance.
- When Sacramento Regional Transit District (SacRT) sponsors or co-sponsors an event in Citrus Heights related to transit, a staff person is always available to greet participants as they arrive. By informally engaging participants in conversation it is possible to informally gauge each attendee's ability to speak and understand English. Since some of the current SacRT staff members speak Spanish, staff has the ability to proactively engage with LEP individuals that may need Spanish translation.
- SACRT's website and the City's website each identify a phone number that LEP individuals can call to contact administrative staff members for translation assistance. This phone number and phrase are translated into Spanish and Russian on the SACRT website. Administrative staff at the City or at SACRT (transit service provider) office can then directly contact the language assistance translation service for assistance with the LEP individual.

2. Language Assistance Measures

There are numerous language assistance measures available to LEP persons, including both oral and written language services. There are also various ways in which the City of Citrus Heights staff responds to LEP persons, whether in person, by telephone or in writing.

How the City of Citrus Heights will assist an LEP person who needs language assistance:

- When an interpreter is needed, in person or on the telephone, staff will utilize the translation services currently provided by Language Line Solutions.
- The City of Citrus Heights transportation staff and SACRT (transit service provider) will continue to network with local human service organizations that provide services to LEP individuals and seek opportunities to provide information on City transit programs and services. The City currently partners with the Asian Resource Center and the Citrus Heights Collaborative to distribute transit service materials and solicit public engagement from LEP populations.
- The City will strive to make bilingual assistance available at community events and public meetings, workshops or events addressing major service changes. All public notices for any service change or fare increase workshop and/or public comment period include a statement that translation services are made available upon request, provided that the hosting agency is contacted with this request at least 72 hours in advance of any workshop.
- Language Identification Flashcards are provided on each bus vehicle as part of the Title VI compliance program by SACRT (City's transit service provider).
- The City of Citrus Heights Title VI Policy, Title VI Complaint Form (Appendix A), and LEP Plan will be posted on the City's website, www.citrusheights.net.
- The City will ensure the transit service provider (SACRT) updates its website to include a general summary of route schedules, pricing, and ticket purchase information for local and commuter transit services and the City will have link on its website (Spanish, Russian, etc.).
- The City will provide web-based translation service link/s on its website.

3. Staff training

How the City of Citrus Heights will train staff on its role and responsibilities in providing meaningful access to services for LEP persons:

- Administrative staff will develop or utilize existing materials to ensure City and contractor staff are educated on the Title VI LEP requirements for providing meaningful access to services for LEP persons.
- City transportation staff will verify that SACRT, as the City's transit service provider, has education programs in place for their staff.
- All administrative and contract staff will be provided with information regarding the language assistance services offered by the City of Citrus Heights through Language Line Solutions.
- Staff will be provided with specific procedures to be followed when encountering an LEP person, including how to handle a potential Title VI LEP complaint.
- Bus drivers, CSA, and administrative staff of any SACRT transit service providers (SACRT)

and City offices staff will be instructed on how to use the U.S. Census Bureau Language Identification Flashcards and other Language Identification Cards provided through the City's contracted translation services (Appendix C, Attachments 1 and 2).

4. Providing notice to LEP persons

How the City of Citrus Heights will provide Notice to LEP Persons, both oral and written communications:

- General information, such as operation hours of the transit system, etc., is provided through SACRT's (City's transit services provider) customer service line at 916.321.2877 at SACRT and at City offices, limited English-speaking callers are assisted via Language Line Solutions service.
- Vital documents (defined as those documents without which a person would be unable to access services) will be professionally translated on an as-needed basis, provided that an LEP individual contact SACRT or the City customer service line and request translation assistance.
- The following written communications related to transit are currently provided by SACRT in the following languages:
 - English and with notification in English, Russian Spanish, Vietnamese, Tagalog and Chinese that translation other languages is available upon request (see Appendix A):
 - The SACRT Bus and Light Rail timetable book provides basic information in Spanish, Russian, Chinese, Vietnamese and Hmong, including information about fares, telephone information, SACRT's Customer Service and Sales Center information, and basic information how to ride SACRT buses and light rail trains.
 - Printed Individual Route Pocket Timetables are provided by SACRT on buses and light rail trains, at the SACRT Customer Service and Sales Center, and distributed to libraries, schools, colleges and other high traffic destinations by RT and by City staff.
 - Basic information is provided on how to obtain telephone information is posted by SACRT in English, Spanish, Russian, Chinese, Vietnamese and Hmong on kiosk signs at light rail stations: For Route, schedule and fare information, call 916-321-BUSS (2877) or visit www.sacrt.com. This signage will also be posted in English, Spanish and Russian at City Hall.
 - Icons and symbols: SACRT utilizes international symbols in its signage in order to communicate with non-English speaking customers, as well as customers who are unable to read written English language. Pictograms were incorporated by SACRT and included on updated signage in 2013. The City also utilizes international symbols as the preferred minimum signage wherever allowed by the Manual of Uniform Traffic Control Devices (MUTCD) throughout the City's transportation network.
 - Information is provided about the City of Citrus Heights' non-discrimination policies and information on the local/federal complaint process and place on the

City website as well as on SACRT's website.

5. Monitoring and updating the LEP Plan

This plan is designed to be flexible, and should be viewed as a work in progress. As such, it is important to consider whether new documents and services need to be made accessible for LEP persons, and also to monitor changes in demographics and types of services. The City of Citrus Heights will update the LEP as required by U.S. DOT. At a minimum, the plan will be reviewed and updated when new data becomes available, or when it is clear that higher concentrations of LEP individuals are present in the City of Citrus Heights transportation service area.

How the City of Citrus Heights will examine and update the LEP Plan:

- Record and report on the number of LEP persons encountered annually directly through the City as well as receive reports from the contracted transit service provider (SACRT);
- Determine how the needs of LEP persons have been addressed;
- Determine the current LEP population in the service area and whether the need for translation services has changed;
- Determine whether local language assistance programs have been effective and sufficient to meet the need;
- Determine whether the City of Citrus Heights Transit Services' financial resources are sufficient to fund language assistance resources needed;
- Determine whether the City of Citrus Heights and its contractor/s have fully complied with the goals of this LEP Plan;
- Determine whether complaints have been received concerning the agency's failure to meet the needs of LEP individuals; and
- Obtain input from transit customers via an annual Passenger Satisfaction Survey.

Dissemination of the City of Citrus Heights Transit Services LEP Plan

How the City of Citrus Heights Transit Services' LEP Plan will be disseminated to customers and the community:


A link to the LEP Plan and the Title VI Plan will be included on the City's website www.citrusheights.net.

The City of Citrus Heights's LEP Plan will also be shared with human service organizations in its service area. Any person or agency with internet access will be able to access and download the plan from the City's website. Alternatively, any person or agency may request a copy of the plan via telephone, fax, mail, or in person, and shall be provided copy of the plan at no cost. LEP individuals may request copies of the plan in translation which the City of Citrus Heights will provide, if feasible.

Questions or comments regarding the LEP Plan may be submitted to the City of Citrus Heights as follows:

Mary Poole, Operations Manager
City of Citrus Heights
6360 Fountain Square Drive
Citrus Heights, CA 95621
Phone: (916) 727-4770
Fax: (916) 727-1454
mpoole@citrusheights.net

Appendix C - Attachment 1 – U.S. Census Bureau Language Identification Flashcard

	<div>U.S. DEPARTMENT OF COMMERCE Economics and Statistics Administration U.S. CENSUS BUREAU</div> <div>LANGUAGE IDENTIFICATION FLASHCARD</div>
<p>Hello, I'm from the U.S. Census Bureau. Is someone here now who speaks English and can help us? If not, please write your phone number and someone will contact you in English.</p>	01. English
<p>Buenos días (Buenas tardes), soy de la Oficina del Censo de los Estados Unidos. ¿Se encuentra alguien que hable inglés y pueda ayudarnos? Si no, por favor, anote su número de teléfono y alguien se comunicará con usted en español.</p>	02. Español/ Spanish
<p>Përshëndetje, unë vij nga Zyra e Regjistrimit të Popullsisë së Sh.B.A-së. A ndodhet dikush tani këtu që flet anglisht dhe mund të na ndihmojë? Nëse jo, ju lutemi shkruani numrin e telefonit tuaj dhe dikush do t'ju kontaktojë në gjuhën shqipe.</p>	03. Shqip/ Albanian
<p>እንደምንት ፤ ከአሜሪካ የሕዝብ ቆጠራ ቢሮ ነኝ ። አሁን እንግሊዝኛ ቋንቋ የሚናገር እና ሊረዳን የሚችል ሰው አለ? ከሌለ እባክዎን የስልክ ቁጥርን ይጻፉልንና በአማርኛ የሚያናግርዎት ይጻፉልን።</p>	04. ቁሽርቁሽል/ Amharic
<p>مرحبًا، أنا من مكتب الإحصاء الأمريكي. هل يوجد هنا الآن شخص يتحدث الإنجليزية ويمكنه مساعدتنا؟ إذا كان لا يوجد، فلارجاء كتابة رقم هاتفكم وسيتصل بكم أحد الأشخاص بلغة العربية.</p>	05. العربية/ Arabic
<p>Բարև Ձեզ, Ես ԱՄՆ-ի Մարդահամարի Բյուրոյից եմ: Ներկա՞ է արդյոք մեկը, որը խոսում է Ամսերեան և կարող է մեզ օմնել: Եթե ոչ, մերեք Ձեր հեռախոսի համարը և Ձեզ հետ կկապվեն Յայերեանը:</p>	06. Յայերեան/ Armenian
<p>হ্যালো, আমি ইউ.এস. সেন্সাস বিউরো থেকে এসেছি। এখানে এখন এমন কেউ আছেন কি যিনি ইংরেজি বলতে পারেন এবং আমাদের সাহায্য করতে পারেন যদি তেমন কেউ না থাকে, আপনার ফোন নম্বর লিখে দিন এবং আপনার সঙ্গে একজন বাংলায় যোগাযোগ করবেন।</p>	07. বাংলা/ Bengali
<p>Разрешете да ви се представя, аз съм служител на Бюрото по преброяване на населението на САЩ. Има ли тук някой, който говори английски и би могъл да ни помогне? Ако няма, моля, напишете своя телефонен номер, за да може някой от нашите служители да ви се обади на български.</p>	08. български/ Bulgarian

U S C E N S U S B U R E A U

D-3309 (09-24-2008)

<p>* နူသယူၤၤမသာ အုန့် မှ် ဃနညျကျ ကြမနကော့ၤၤ ပသာနသညန့် နမန ညသတ တသ ပစနရူ နညျါၤၤ ခညိ ခညေ. နူစ ကျိ ညသအယ စူနချန တမအန ပသကမ စသညန ညကာဘနမ ခညိ ပသာနသညန့် တူ ခသညအခေအ ပသက ငည နညျါၤၤ.</p>	09. မြန်မာ/ Burmese
<p>សូម្បី ខ្ញុំមកពីការិយាល័យជំរឿនរបស់សហរដ្ឋអាមេរិក ទូ ឬ ។ ជនសុស ពូរពូច ។ តើមាននរណាទៅ ទីនេះដែលចេះនិយាយភាសាអង់គ្លេសហើយអាចជួយយើងបានទេ ? ប្រសិនបើមិនមានទេ សូមសរសេរ លេខទូរស័ព្ទរបស់អ្នកមក ហើយនរណាម្នាក់នឹងទាក់ទងអ្នកជាភាសាខ្មែរ ។</p>	10. ភាសាខ្មែរ/ Cambodian
<p>您好。我是为美国人口普查局工作的。您这里有没有会说英语的人可以帮助我们？如果没有，请写下您的电话号码，然后将有人用中文与您联系。</p>	11. 中文/ Chinese (Simplified)
<p>您好。我是为美國人口普查局工作的。請問您這里有沒有會說英語的人可以幫助我們？如果沒有，請寫下您的電話號碼，之後將有人使用中文與您聯絡。</p>	12. 中文/ Chinese (Traditional)
<p>Dobar dan, ja sam iz Američkog biroa za cenzus. Ima li ovdje nekoga tko govori engleski i može nam pomoći? Ako nema, molim Vas da napišete svoj broj telefona, pa ćemo stupiti s Vama u kontakt na hrvatskom jeziku.</p>	13. hrvatski/ Croatian
<p>Dobrý den, jsem z Amerického úřadu pro sčítání lidu (U.S. Census Bureau). Je zde někdo, kdo hovoří anglicky a může nám pomoci? Pokud ne, napište prosím své telefonní číslo a někdo Vás bude kontaktovat v češtině.</p>	14. čeština/ Czech
<p>سلام، من در دفتر نفوس شماری، در ایالات متحدهء امریکا ایفای وظیفه مینمایم. آیا همراه شما، همین لحظه کسی است که با لسان انگلیسی آشنایی داشته باشد و ما را کمک کرده بتواند؟ اگر نیست، پس لطفاً نمبر تلیفون تانرا بدیقتاً به لسان هندی با شما در تماس شویم.</p>	15. دری/ Dari
<p>Kudual, ʁen ʁe raan de maktam de kuɛn de koc de Amerika. Nonʁ raan ʁe jam ɛ thonʁ de Linglith lɛu bɛ wok kony ɛ kɛ looiku? Na liu, ke yĩ gɔɔr telepundu ku anonʁ raan bɛ yĩn col ɛ thuonʁjɛn.</p>	16. Thuonʁjɛn/ Dinka
<p>Hallo, ik ben van het Amerikaanse Census Bureau. Is er iemand hier die Engels spreekt en ons kan helpen? Als dat niet zo is, wilt u dan uw telefoonnummer opschrijven? Dan zal iemand telefonisch contact met u opnemen in het Nederlands.</p>	17. Nederlands/ Dutch

<p>سلام. من یک کارمند اداره سرشماری ایالات متحده هستم. آیا کسی حالا اینجا هست که به زبان انگلیسی صحبت میکند و میتواند به ما کمک کند؟ اگر کسی نیست، لطفاً شماره تلفنتان را بنویسید، و یک نفر به زبان فارسی با شما تماس خواهد گرفت.</p>	18. فارسی/ Farsi
<p>Bonjour, je travaille pour le Bureau de Recensement des États-Unis. Y a-t-il quelqu'un ici qui parle anglais et puisse nous aider ? Sinon, notez votre numéro de téléphone pour que quelqu'un puisse vous contacter en Français.</p>	19. Français/ French
<p>Guten Tag, ich komme im Auftrag des Bundesbüro zu Durchführung von Volkszählungen. Kann ich mit jemandem sprechen, der Englisch spricht und der uns helfen kann? Wenn nicht, schreiben Sie bitte Ihre Telefonnummer auf und es wird sich jemand in deutscher Sprache mit Ihnen in Verbindung setzen.</p>	20. Deutsch/ German
<p>Γειά σας, Είμαστε από την Υπηρεσία Απογραφής των ΗΠΑ. Είναι κανείς εδώ αυτή τη στιγμή που μιλάει Αγγλικά να μας εξυπηρετήσει; Αν όχι, παρακαλώ σημειώστε το τηλέφωνό σας και θα επικοινωνήσει κάποιος μαζί σας στα ΕΛΛΗΝΙΚΑ.</p>	21. Ελληνικά/ Greek
<p>Bonjou, mwen se anpwlaye biwo resansman ameriken. Èske m ka pale ak yon moun nan kay la ki konn pale anglè ? Si pa gen moun nan kay la ki pale anglè, tanpri ekri nimewo telefòn ou pou yon moun kki pale kreyòl ayisyen rele w.</p>	22. kreyòl ayisyen/ Haitian Creole
<p>שלום, אני ממושרד מפקד האוכלוסין של ארצות הברית. האם יש כאן מישהו ברגע זה שמדבר אנגלית ויכול לעזור לנו? במידה ולא, אנא כחבר את מספר הטלפון שלכם ומישהו ייצור קשר איתכם בשפה העברית.</p>	23. עברית/ Hebrew
<p>हेलो, मैं यूएस. जनगणना ब्यूरो से हूँ। क्या अभी यहाँ ऐसा कोई व्यक्ति है जो अंग्रेजी बोलता हो और हमारी मदद कर सकता हो? यदि नहीं, तो कृपया अपना फोन नंबर लिखें और कोई व्यक्ति आपसे हिन्दी में संपर्क करेगा।</p>	24. हिन्दी/ Hindi
<p>Nyob zoo. Kuv tuaj hauv Teb Chaws Asmeskas Chaw Suav Pej Xeem tuaj. Puas muaj leej twg nyob hauv tsev uas txawj lus Askiv thiab pab tau peb? Yog tsis muaj, thov sau koj tus xov tooj tseg, mam li muaj ib tug neeg hais lus I Imoob hu tuaj rau koj.</p>	25. Hmoob/ Hmong
<p>Jó napot kívánok, az Egyesült Államok Népszámlálási Hivatalától vagyok. Van a közelben valaki, aki beszél angolul, és segíteni tud nekünk? Ha nem, kérem, írja le a telefonszámát, és kapcsolatba fogunk lépni Önnel magyarul.</p>	26. Magyar/ Hungarian

<p>Hello, taga Census Bureau ako ng U.S. Adda kadi kadakayo nga makapagsarita ti English ken mabalin nga tumulong kaniami? Nu awan paki surat yo iti numero iti telepono yo ta adda iti tumawag kaniayo nga ag Ilocano.</p>	<p>27. Ilocano/ Ilocano</p>
<p>Salve, chiamo da parte del Census Bureau degli Stati Uniti. C'è qualcuno che parla inglese ed è in grado di aiutarci? In caso negativo, scriva il numero di telefono e sarà contattato da qualcuno che parla Italiano.</p>	<p>28. Italiano/ Italian</p>
<p>こんにちは。私は米国勢調査局の係員です。こちらには英語を理解できこの調査にご協力いただける方がいらっしゃいますか？もしない場合は、あなたのお電話番号をお書きいただければ、日本語を話す係員が連絡をいたします。</p>	<p>29. 日本語/ Japanese</p>
<p>안녕하세요. 저는 미국 인구조사국에서 일하고 있습니다. 영어를 사용하시는 분 중에 저희를 도와 주실 수 있는 분이 여기 계십니까? 없으신 경우, 전화번호를 적어주시면 한국어를 할 수 있는 직원이 연락을 드릴 것입니다.</p>	<p>30. 한국어/ Korean</p>
<p>ສະບາຍດີ, ຂ້າພະເຈົ້າ ມາຈາກສຳນັກງານສຳຫຼວດພົນລະເມືອງ ແຫ່ງສະຫະລັດອາເມລິກາ. ມີໃຜຢູ່ທີ່ນີ້ ສາມາດເວົ້າພາສາອັງກິດ ແລະ ຊ່ວຍເຫຼືອພວກເຮົາໄດ້ບໍ່? ຖ້າບໍ່ມີ, ກະລຸນາຂຽນເລກ ໂທລະສັບຂອງທ່ານ ແລະ ພວກເຮົາ ຈະຕິດຕໍ່ຫາທ່ານ ເປັນພາສາລາວ.</p>	<p>31. ພາສາລາວ/ Laotian</p>
<p>Sveiki, aš esu iš JAV Gyventojų surašymo biuro. Ar čia dabar yra kas nors, kas kalba angliškai ir galėtų mums padėti? Jei ne, prašome užrašyti savo telefono numerį ir su jumis susisieks lietuvių kalba.</p>	<p>32. Lietuvių/ Lithuanian</p>
<p>ഹലോ, ഞാൻ യു എസ് സെൻസസ് ബ്യൂറോയിൽ നിന്നാണ്. ഇംഗ്ലീഷ് സംസാരിക്കുന്ന ആരെങ്കിലും ഇപ്പോൾ ഇവിടെയുണ്ടോ ഞങ്ങളെ സഹായിക്കാൻ? ഇല്ലെങ്കിൽ, നിങ്ങളുടെ ടെലിഫോൺ നമ്പർ എഴുതി നൽകുക. മലയാളത്തിൽ സംസാരിക്കുന്ന ആരെങ്കിലും താങ്കളെ ബന്ധപ്പെടും.</p>	<p>33. മലയാളം/ Malayalam</p>
<p>Yá'át'ééh, Neeznáá nináhááágo Bila'ashdla'ii náóltah bił haz'á bá naashnish. Háidaaish kóó Bilagáanaa biq zaad yee yálti'ígíí hóóló? 'Ádingo 'éí nibéesh bee hane'é nihá 'ádífilít dóó t'áá háida t'áá Diné Bizaad yee yálti'ígíí nich'í' náhodoolnih.</p>	<p>34. Diné Bizaad/ Navajo</p>
<p>नमस्ते, म अमेरिकाको जनगनना अफिसबाट आएको । यहाँ अंग्रेजी बोल्न जान्ने अन्त हामीलाई मदत गर्नसक्ने कोहि मान्छे छन ? नभा, तपाईंको फोन नम्बर लेखिदिनु अनि कसैले तपाईंसित नेपाली भाषामा कुरा गर्नेछन् ।</p>	<p>35. नेपाली/ Nepali</p>

ਹੈਲੋ, ਮੈਂ ਜੂ.ਐੱਸ. ਜਨਗਣਨਾ ਬਿਊਰੋ ਵਲੋਂ ਆਇਆ/ਆਈ ਹਾਂ। ਕੀ ਇਥੇ ਕੋਈ ਅੰਗਰੇਜ਼ੀ ਬੋਲ ਸਕਦਾ ਹੈ ਅਤੇ ਸਾਡੀ ਮਦਦ ਕਰ ਸਕਦਾ ਹੈ? ਜੇ ਨਹੀਂ, ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਆਪਣਾ ਟੈਲੀਫੋਨ ਨੰਬਰ ਲਿਖ ਦਿਉ ਅਤੇ ਕੋਈ ਭੁਹਾਨੂੰ ਪੰਜਾਬੀ ਵਿੱਚ ਸੰਪਰਕ ਕਰੇਗਾ।	36. ਪੰਜਾਬੀ/ Panjabi
Dzień dobry. Jestem z Amerykańskiego Biura Spisu Ludności. Czy ktoś tutaj mówi po angielsku i mógłby nam pomóc? Jeżeli nie, proszę napisać swój numer telefonu, a ktoś skontaktuje się z Państwem po polsku.	37. Polski/ Polish
Olá, sou do Serviço de censo dos Estados Unidos. Alguém aqui fala inglês e pode nos ajudar? Caso contrário, escreva seu telefone e alguém vai entrar em contato com você em português.	38. Português/ Portuguese
Bună ziua, sunt de la Biroul de Recensământ al S.U.A. Este cineva aici, în acest moment, care vorbeşte engleză şi ne poate ajuta? Dacă nu, vă rog scrieţi-vă numărul de telefon şi cineva vă va contacta telefonic în română.	39. Română/ Romanian
Здравствуйте! Я представляю Бюро переписи населения Соединенных Штатов. Присутствует здесь кто-нибудь, кто говорит по-английски и мог бы помочь нам? Если нет, то, пожалуйста, напишите свой телефонный номер, чтобы наши сотрудники могли побеседовать с вами по-русски.	40. русский/ Russian
Добар дан, ја сам из Америчког бироа за попис становништва. Да ли овде има некога ко говори енглески и може да нам помогне? Ако нема, молим Вас да напишете свој број телефона, па ћемо контактирати с Вама на српском језику.	41. српски/ Serbian
Hallo, Waxaan anigu ka tirsanahay Xafiska Tirakoobka Mareykanka. Halkan ciddi ma Joogta hadda oo ku hadasha Ingiriisiga oo na caawin karta? Haddi kalese, fadlan qor lambarka talafoonkaaga markaasna qof ayaa kugulasoo xidhiidhi doona adiga Soomaalliga.	42. Soomaali/ Somali
Halo, nimetoka Shirika la Sensa la Merika Je, kuna mtu hapa sasa anayezungumza Kiingereza na anaweza kutusaidia? Ikiwa hakuna, tafadhali andika nambari yako ya simu na mtu atawasiliana na wewe kwa Kiswahili.	43. Kiswahili/ Swahili
Hello, Ako'y galing sa U.S. Census Bureau. Mayroon ba ditong marunong magsalita ng Ingles at makakatulong sa amin ngayon? Kung wala, pakisulat ang telepono ninyo at may tatawag sa inyo sa Tagalog.	44. Tagalog/ Tagalog

<p>สวัสดีครับ/ค่ะ ผม/ดิฉันเป็นเจ้าหน้าที่จากสำนักงานสัมมนาในประเทศไทย มีใครพอจะพูดภาษาอังกฤษเพื่อช่วยแปลไดบ้างหรือเปล่า ครับ/ค่ะ ถ้าไม่มีช่วยแจ้งเบอร์โทรศัพท์เพื่อที่เราจะสามารถติดต่อกลับมาใหม่ได้เป็นภาษาไทย</p>	<p>45. ไทย/ Thai</p>
<p>የሰው፡ ነብ ቤት ጽሕፈት ምክር ቤት አገልግሎት አለ። አንድ አንጻራዊ ምረቃዊ አገልግሎት ለአገልግሎት ሰጪ አብዛኛው አሰሪዎች አንድ-ዘመናዊ ልምድ ሲሆን ሌሎች ሌላውን ልምድ ይጠቀሙ።</p>	<p>46. ትግርኛ/ Tigrinya</p>
<p>Merhaba, A.B.D. İstatistik Bürosu'ndanım. Orada İngilizce konuşan ve bize yardım edebilecek birisi var mı? Yoksa, lütfen telefon numaranızı yazın, sizinle Türkçe dilinde temasa geçilecek.</p>	<p>47. TÜRKÇE/ Turkish</p>
<p>Привіт, Ми з США. Сенсес Бюро. Тут є хтось, хто володіє англійською мовою і може допомогти нам? Якщо ні, будь ласка, запишіть ваш телефонний номер і з вами зв'яжуться на українській мові.</p>	<p>48. українська мова/ Ukrainian</p>
<p>ہیلو، میں امریکی مردم شماری بیورو سے ہوں۔ کیا یہاں کوئی ایسا شخص ہے جو انگریزی بولتا ہو اور ہماری مدد کر سکتا ہو؟ اگر نہیں، تو براہ کرم اپنا فون نمبر لکھوائیں اور کوئی شخص آپ سے اردو زبان میں رابطہ کرے گا۔</p>	<p>49. اردو / Urdu</p>
<p>Xin chào, tôi là nhân viên của Cục Thống Kê Dân Số Hoa Kỳ. Ở đây hiện có ai biết nói tiếng Anh và có thể giúp chúng tôi không? Nếu không, xin vui lòng ghi lại số điện thoại của quý vị. Chúng tôi sẽ liên lạc lại với quý vị bằng tiếng Việt.</p>	<p>50. Tiếng Việt/ Vietnamese</p>
<p>האלאו, איך בין פון די יוניטעד סטעיטס צענווס ביורא. איז פאראן דא איינער וואס רעדט ענגליש און קען אונז העלפן? אויב נישט, ביטע שרייבט אראפ אייער טעלעפאן נומער און איינער וועט זיך פארשטענדן מיט אייך אויף אידיש.</p>	<p>51. אידיש / Yiddish</p>

Appendix C- Attachment 2 –Language Identification Flashcards Utilized on SACRT Buses

Europe	
Albanian	Shqip 
Tëgëni me gjuhë gjuhën tuaj. Do të thërrasim një përkthyes. Përkthyesi dërrhojë fjalat për ju.	
Armenian	Հայերեն 
Հայեր, իմ լեզվով իմ խոսքով: Քաղաքակրթական հիմնականը: Քաղաքակրթական հիմնականը: արտադրությունը իմ սովորական	
Basque	Euskara 
Zera hizkuntza aukeratu. Jatorrian interpretare bati deturko diogo. Zerbitzu hau doakoa da.	
Bosnian	Bosanski 
Pokazite svoj jezik. Pozvat ćemo tumača. Uđite tumača su besplatne za vas.	
Bulgarian	Български 
Посочете ваш език. Ще бъде извикан преводач. Преводчикът е осигурен безплатно за вас.	
Croatian	Hrvatski 
Pokažite svoj jezik. Prevoditelj će biti pozvan. Prevoditelja ćete dobiti besplatno.	
Czech	Čeština 
Ukažte na váš jazyk. Bude zavolán tlumočník. Tlumočník je pro vás bezplatný.	
Danish	Dansk 
Peg på dit sprog. En tolk vil blive kaldet. Tolken tillægges omkostninger for dig.	
Dutch	Nederlands 
Uit uw taal aan. Er zal contact worden opgenomen met een tolk. De service van de tolk is geheel gratis.	
Estonian	Eesti keel 
Oustage oma keelt. Vastava tõlkijate võetakse ühendust. Tõlketeenuse on teie jaoks tasuta.	
Finnish	Suomi 
Osoita omaa kieltä. Kutsutamme tulkin paikalle. Tulkin kytäntö on sinulle ilmaista.	
French	Français 
Indiquez votre langue et nous appellerons un interprète. Le service est gratuit.	
German	Deutsch 
Zeigen Sie auf Ihre Sprache. Ein Dolmetscher wird angefordert. Der Dolmetscher ist für Sie kostenlos.	
Greek	Ελληνικά 
Αδείξτε τη γλώσσα σας και θα καλέσουμε ένα διαρμηνέα. Ο διαρμηνέας σας παρέχεται δωρεάν.	
Hungarian	Magyar 
Válassza ki a nyelvet. Tölmösködő fogunk hívni. A tolmákos az Ön számára díjmentes.	

Europe - continued	
Icelandic Ícelandi Isenlaði þitt tungumál. Það verður hringsí tilk. Tilfúðun er þér að kostnaðarlausu.	Islands Isenlaði Islands
Italian Indicare la propria lingua. Un interprete sarà chiamato. Il servizio è gratuito.	Italiano Italiano Italiano
Lithuanian Naudokite savo kalbą. Bus pakviestas vertėjas. Vertėjas jums bus suteiktas nemokamai.	Lietuvių Lietuvių Lietuvių
Macedonian Покажете на јазикот на кој зборувате. Ќе поканеме преводач. Услугите на преводачот се бесплатни.	Македонски Македонски Македонски
Norwegian Pek på språket dir. En tolk vil bli tilkalt. Tolk tilkalt kostnadsfritt for deg.	Norsk Norsk Norsk
Polish Proszę wskazać swój język i wzewiemy tłumacza. Tłumacz a powołania jest bezpłatnie.	Polski Polski Polski
Portuguese Indique o seu idioma. Um intérprete será chamado. A interpretação é fornecida sem qualquer custo para você.	Português Português Português
Romanian Indicați limba pe care o vorbiți. Vi se va face legătura cu un interpret care va este asigurat gratuit.	Română Română Română
Russian Укажите язык, на котором вы говорите. Вам вызовут переводчика. Услуги переводчика предоставляются бесплатно.	Русский Русский Русский
Serbian Pokažite svoj jezik. Predviđeno će biti pozvan. Predviđeno je za vas obebeđen besplatno.	Srpski Srpski Srpski
Slovak Ukážite na svoj jazyk. Zavoláme tlmočníka. Tlmočenie je pre vás bezplatné.	Slovenčina Slovenčina Slovenčina
Spanish Señale su idioma y llamaremos a un intérprete. El servicio es gratuito.	Español Español Español
Swedish Peka på ditt språk. En tolk kommer att tillkallas. Tolken erbjuds utan kostnad för dig.	Svenska Svenska Svenska
Ukrainian Вкажіть мову, якою ви розмовляєте. Буде викликаний перекладач. Послуги перекладача надаються безкоштовно.	Українська Українська Українська
Yiddish צווייטן די שפראך וואסו דיין שפראך איז. איר וועט אונזערע דערשטע זאגן איר שפראך און איר וועט אונזערע זאגן איר שפראך.	יידיש יידיש יידיש

[illegible]

LanguageLine SolutionsSM

Language Identification Card

As a LanguageLine Solutions client you have access to over-the-phone interpretation 24 hours a day, 7 days a week. Use this Language Identification Card in a face-to-face situation to determine which language a person speaks. The Language ID Card lists the languages most frequently encountered in North America, grouped by the geographical region where they are commonly spoken.

- To use the Language ID Card efficiently, locate the geographical region where you believe the speaker may be from. (Pacific Islands, Europe, etc.)
- Show the person the languages listed for that region. The message underneath each language says: "Point to your language. An interpreter will be called. The interpreter is provided at no cost to you."

English	English
Point to your language. An interpreter will be called. The interpreter is provided at no cost to you.	

- Refer to your Quick Reference Guide (QRG) to access an interpreter through LanguageLine Solutions. In most cases, an interpreter is available within seconds.
- If you are unable to identify the language, our representative will help you.

Please note: LanguageLine Solutions interpreters from English into more than 200 languages. Only the most requested languages are listed here. This list is subject to change based upon client demand.

From North America call **800 752-6096** for more information about our service.

Interpreting

Translation

Testing and Training

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[illegible]

Africa - continued	
Dinka	Thok monyjang
Wert ten thoundig. Raan weetgerij a cak. Agweryijka a cin aroop biyik yen.	
French	Français
Indiquer votre langue et nous appellerons un interprète. Le service est gratuit.	
Hausa	Hausa
Nuna zuka ga yaranka. Za a kira futsi. An sanar mako da tafaitan ne ba tare da a ya kafa kudi ba.	
Italian	Italiano
Indicare la propria lingua. Un interprete sarà chiamato. Il servizio è gratuito.	
Nuer	Mägica luqaddi
Ku ulmään luqaddiida. Turjubañ aña looyeri-dooni. Turjubañ luqadda yereñyo waa bilaañ.	
Oromo	Oromo
Gara afaan keetti eerri. Turjumaanni ni waayama. Turjumaanni besse takka malee siif caphaama.	
Portuguese	Português
Indique o seu idioma. Um intérprete será chamado. A interpretação é fornecida sem qualquer custo para você.	
Portuguese Creole	Crioulo Português
Nò pònti pa liangh mi q'nti e papli. Nò ta araxuñ un intérprete pa zho. Nò ta maañ um intérprete e nò ta a pagi taad na pa ci.	
Somali	AF-Soomaalí
Farta ku filsiqdaadka... Waxa lagayoyn yeeri doona turjubañ. Turjubaanku waxa lagu kaaga bilaa waayama.	
Swahili	Kiswahili
Oneysha luha kuu. Mkilimani tawari. Uwapea mkilimani bila gharama yoyote.	
Tigrinya	ትግርኛ
ጽሑፍኩ ለማለት፣ እርሃሮሽ ከጽሑፍ ፎካል ለ፡ እርሃሮሽ እጽሑፍ ገዢ ከፍለገ ነገሩ።	
Wolof	Wolof
Taanmal sa lakki ngir boleta ak loog dugg sa lakki moos dimbeili loo. Niimbeili bi do ci fi derya.	
Yoruba	Yorùbá
Ojú mí a dè ré. A ǵe gbéyàn ká. Ojú mí a ǵe gbéyàn yí fún ẹ.	

[illegible]

Asia - continued	
Burmese အဘယျာဓိကတရားစီမံခန့်ခွဲမှု ဝန်ကြီးရုံး အမျိုးသမီး အထောက်အပံ့ စောလှိုင် အောင် မောင်မြင်	မြန်မာ
Hmong Taw rau koj hom lus. Yuav hu rau ib tug hej tshaj lus. You must give him his yam you say you saw them dead.	Hmoob
Indonesian Tinjukkan bahasa Anda. Penjemah akan dibuang. Penjemah disediakan gratis tanpa dikenakan biaya.	Bahasa Indonesia
Japanese あなたの話す言語を教えてください。 無料通訳サービスを提供します。	日本語
Karen နိုဝ်းဒုက္ခဒူဂ်ဆွေဟ်ကူဆွေဟ်တဝ်. နိုဝ်းဒုက္ခဒူဂ်ဆွေဟ်ကူဆွေဟ်တဝ်နိုဝ်းဒုက္ခဒူဂ်ဆွေဟ်ကူဆွေဟ်တဝ်.	ကရင်
Khmer (Cambodian) ព្រះបរមរាជវាំង អង្គការសហប្រជាជាតិ ក្រុមការងារសិទ្ធិមនុស្សអាស៊ាន	ខ្មែរ (កម្ពុជា)
Korean 귀하께서 사용하는 언어를 지정하시면 해당 언어 통역 서비스를 무료로 제공해 드립니다.	한국어
Laotian ສິດທິພາກສະໜັບສະໜູນ ພົມວິຫານ ສະພາແຫ່ງ ລາວເປັນຕົ້ນໄປຈົນເຖິງວ່າ ມາກເຮົາຈະຕິດຕໍ່ກັບພາກສະໜັບ ສະໜູນເປັນຕົ້ນໄປຈົນເຖິງວ່າ ມາກເຮົາຈະຕິດຕໍ່ກັບພາກສະໜັບ	ລາວ
Malay Tinjaukan bahasa anda. Jurubahas akan dibuang. Mien akan disediakan tanpa dikenakan bayaran.	Bahasa Melayu
Mien Nohx naxh nyeh nyeh weng. Nohx nihso perw weng mahnz nyeh nyeh weng. Nohx dahnz leh soh. Nohx nihso perw weng mahnz nyeh nyeh weng. You have come from your own land. You are here because you want to stay.	Mien
Mongolian Тайвал хэрвээ тав. Оруулагч дугаардана. Оруулагчийн тусламж тагтай үйлжлэг бичихо.	Монгол
Thai ขอบริการที่พูดต่อ เดี๋ยวเราจะดำเนินการให้บริการ การแปลในสองภาษาให้ท่าน	ไทย
Vietnamese Hãy chỉ vào ngôn ngữ của quý vị. Một thông dịch viên sẽ được gọi đến, quý vị sẽ không phải trả tiền cho thông dịch viên.	Tiếng Việt

Appendix D

Sub-recipient Compliance with Title VI Requirements

The following provisions are incorporated into all Construction Agreements and Contracts over \$10,000 that utilize Federal funding in order to notify any subrecipients, or contractors, of their obligations to comply with Title VI requirements. By signing the contract, the subrecipient, or contractor, acknowledges that they will comply with the Title requirements. In addition, documentation is required to be submitted by contractors in order to ensure compliance.

See Appendix D Attachment 1: Required Contract Provisions Federal-Aid Construction Projects (FHWA 1273 Revised May 1, 2012)

Appendix D Attachment 1
Required Contract Provisions Federal-Aid Construction Projects
(FHWA 1273 Revised May 1, 2012)

Section 14. TITLE VI ASSURANCES (boilerplate contract language)



During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

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

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

APPENDIX E: Examples of Outreach

Electric Greenway Planning Project



День Открытых Дверей

Проект **Citrus Heights Electric Greenway Trail** это предполагаемый многофункциональный мощный пешеходный путь длиной в 2.9 мили, который следует существующему коридору электропередачи Sacramento Municipal Utility District (SMUD). Частью этого проекта также является проектирование семи общественных парков:

- Tempo Community Park
- Sundance Natural Area
- Streng Avenue Open Space
- Northwoods Park
- C-Bar-C Park
- Woodside Oaks Park
- Olivine Drive Open Space Site

Этот путь будет проходить с западной части Arcade Creek Park Preserve и до восточной части Wachtel Way. Данный проект представляет соединение между разными общественными парками, школами, торговыми центрами и жилыми районами вдоль коридора электропередачи.

**ВТОРНИК
8 Января, 2019
17:00 – 19:00**

Sunrise Tech Center
(Multi-Purpose Room)
7322 Sunrise Blvd, Citrus Heights

Заходите в любое время ознакомиться с проектом, узнать о планах и предложить свои идеи и комментарии.

RSVP: electricgreenway.eventbrite.com



Consulta Comunal

El proyecto **Citrus Heights Electric Greenway Trail** es una propuesta para un sendero pavimentado de uso múltiple, de unas 2.9 millas de longitud. El sendero sigue el trayecto de un corredor eléctrico, perteneciente a Sacramento Municipal Utility District (SMUD).

También incluido en el proyecto está la planificación de siete parques públicos:

- Tempo Community Park
- Sundance Natural Area
- Streng Avenue Open Space
- Northwoods Park
- C-Bar-C Park
- Woodside Oaks Park
- Olivine Drive Open Space Site

El sendero abarca desde Arcade Creek Park Preserve, hacia el oeste, y Wachtel Way, hacia el este. Este proyecto proveerá conexiones a varios parques comunales, escuelas, centros comerciales y vecindarios localizados a lo largo de la ruta.

**MARTES
enero 8, 2019
5:00 – 7:00 PM**

Sunrise Tech Center
(Multi-Purpose Room)
7322 Sunrise Blvd, Citrus Heights

Visítanos en cualquier momento para obtener información y charlar sobre el proyecto, conocer las ideas y darnos su opinión.

Confirme su asistencia:
electricgreenway.eventbrite.com



OLD AUBURN ROAD PLAN DE CALLES COMPLETAS

¡Estás invitado al primer taller comunitario!

La ciudad de Citrus Heights ha identificado Old Auburn Road como un corredor importante para todos los tipos de transporte y le gustaría mejorar la seguridad de las personas que conducen, andan en bicicleta, caminan y toman transporte público.

Acompañe a la ciudad en un taller comunitario para brindar su opinión sobre su experiencia de viajar por la carretera.

El plan de calles completas evaluará las condiciones de transporte en Old Auburn Road entre Auburn Boulevard y Garry Oak Drive.

For more information in English, please visit the project website.

Чтобы просмотреть эту информацию на русском языке, посетите веб-сайт прое

www.citrusheights.net/942

RSVP

www.OldAuburnRoad.eventbrite.com

Se le recomienda que confirme su asistencia, pero no se requiere.

martes, 6 de marzo

4:30 - 6:30 p.m.

Holy Family Catholic Church

St. Joseph Hall

7817 Old Auburn Road

Citrus Heights, CA 95610

Plan Area:



¿Preguntas?

Contacta OldAuburnCS@citrusheights.net

Citrus Heights Carriage Drive/План коридора безопасности для школ Lauppe Lane

ИНФОРМАЦИЯ О ПРОЕКТЕ

КОНТЕКСТ



количества студентов для зачисления
в начальную школу Carriage Drive Elementary,
в среднюю школу Sylvan Middle и высшую
школу Mesa Verde High с 2016 года



**ПРИЕЗЖАЛИ НА
АВТОМОБИЛЕ**
В 2011-2012 гг.

Увеличение числа учащихся способствовало увеличению числа людей, которые ездили, гуляли, катались на велосипедах и парковались вдоль коридора во время отъезда из школы и посадки в транспортные средства. К другим проблемам относятся следующие: люди едут быстрее, люди переходят дорогу без пешеходного перехода, а также проблемы при входе и выходе с территории школы.

ЦЕЛИ

- ☒ **БЕЗОПАСНОСТЬ** для учеников и родителей, которые ездят в школу
- ☒ **КОМФОРТ** для всех людей, независимо от того, ходят ли пешком, едут на велосипеде, на скутере или на машине
- ☒ **ДОСТУП** для школьников и местных жителей

БУДЬТЕ В КУРСЕ

Посетите <https://www.citr usheights.net/944>, чтобы
узнать новости о проекте

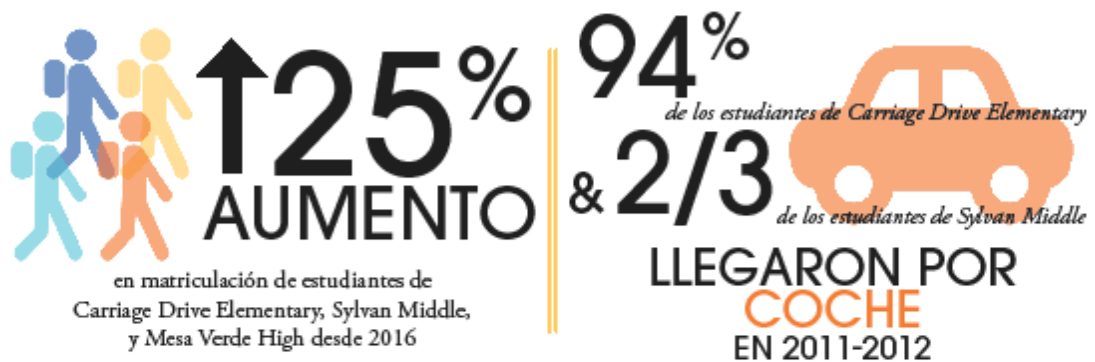
Вопросы? CLSSCP@citrusheights.net



Citrus Heights Carriage Drive/Lauppe Lane
Plan del Corredor por Escuelas Seguras

INFORMACIÓN SOBRE EL PROYECTO

CONTEXTO



El aumento de matriculación ha contribuido a más gente conduciendo, caminando, andando en bicicleta, y estacionando por las calles de Carriage Drive y Lauppe Lane durante las mañanas y las tardes. Otras preocupaciones incluyen: gente conduciendo rápido, gente cruzando las calles donde no hay cruces peatonales, y dificultades entrando y saliendo de las escuelas.

METAS

- ☒ **SEGURIDAD** para estudiantes y sus padres viajando a las escuelas.
- ☒ **COMODIDAD** para todas personas, tanto si viajan pr pie, bicicleta, motopatín, o coche.
- ☒ **ACCESO** para asistentes a las escuelas y los residentes de los barrios cercanos.

MANTENGASE EN CONTACTO

Visita <https://www.citrusheights.net/944>

para actualizaciones del proyecto

Para cualquier duda o pregunta: CLSSCP@citrusheights.net



APPENDIX F: Equity Analysis Example – AB 686 Fair Housing Assessment

CITRUS HEIGHTS AB 686 FAIR HOUSING ASSESSMENT

Introduction and Overview of AB 686

Assembly Bill 686, signed in 2018, establishes new requirements to Government Code Section 65583 requiring cities and counties to take deliberate actions to foster inclusive communities through fair and equal housing choice by establishing policies to address disparities in housing needs, access to opportunity, and patterns of racial and ethnic segregation, a process referred to as affirmatively furthering fair housing (AFFH). Housing elements are now required to include or address the following five components:

- **Inclusive and Equitable Outreach:** Housing elements must make a diligent effort to equitably include all community stakeholders in the housing element participation process.
- **Fair Housing Assessment:** All housing elements must include an assessment of fair housing. This assessment should include an analysis of the following four fair housing issues: integration and segregation patterns and trends, racially or ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs, including displacement risk.
- **Analysis of Sites Inventory:** Local jurisdictions must evaluate and address how particular sites available for housing development will meet the needs of households at all income levels. The housing element must analyze and conclude whether the identified sites improve or exacerbate conditions for fair housing.
- **Identification of Contributing Factors:** Based on findings from the previous steps, housing elements must identify, evaluate, and prioritize the contributing factors related to fair housing issues.
- **Priorities, Goals, and Actions to AFFH:** Local jurisdictions must adopt fair housing goals and actions that are significant, meaningful, and sufficient to overcome identified patterns of segregation and affirmatively further fair housing. The housing element should include metrics and milestones for evaluating progress and fair housing results.

Assessment of Fair Housing Issues

This section serves as an assessment of fair housing practices, pursuant to Government Code Section 65583 (c)(10) in the City of Citrus Heights. It examines existing conditions and demographic patterns — concentrated areas of poverty within the City, concentrated areas of low- and median- income housing, and areas of low and high opportunity — to identify any presence of segregated living patterns in order to develop actions to replace them with integrated and balanced living patterns. It also provides and compares the analysis from a local and regional perspective, describing settlement patterns across the region.

Community amenities and access to opportunities are inherently spatial in nature and are not always readily accessible or attainable due to the different types of social, cultural, and economic barriers in our society. Ensuring that sites for housing, particularly lower income units, are in high resource areas rather than concentrated in areas of high segregation and poverty requires jurisdictions to plan for housing with regards to the accessibility of various opportunities including jobs, transportation, good education, and health services.

Fair Housing Enforcement and Outreach

Fair housing complaints can be used as an indicator to identify characteristics of households experiencing discrimination in housing. Pursuant to the California Fair Employment and Housing Act [Government Code Section 12921 (a)], the opportunity to seek, obtain, and hold housing cannot be

Appendix -

determined by an individual's "race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, or any other basis prohibited by Section 51 of the Civil Code."

Fair housing issues that may arise in any jurisdiction include but are not limited to:

- housing design that makes a dwelling unit inaccessible to an individual with a disability;
- discrimination against an individual based on race, national origin, familial status, disability, religion, or sex when renting or selling a housing unit; and
- disproportionate housing needs across the City/County including cost burden, overcrowding, and risk of displacement.

The City works with Sacramento Self-Help Housing and the jurisdictions within Sacramento County to provide a telephone and internet-based "Renter's Helpline". This hotline provides telephone counseling and mediation services for residents of Sacramento County to help resolve a housing crisis or dispute. The program counselors deal directly with concerns regarding landlord-tenant disputes and help refer fair housing issues to the appropriate agency. During the fiscal year of July 2019 to June 2020, the Renter's Helpline received a total of 411 intake calls from Citrus Heights residents. Of those 411 calls, 34 cases were referred to Project Sentinel, 23 were screened for fair housing, and 7 cases were investigated.

Moreover, the City publicizes the U.S. Department of Housing and Urban Development (HUD), the California Department of Fair Employment and Housing (DFEH) and regional non-profits to any resident with a question or concern related to fair housing. A major source of complaints for the City are related to code enforcement. Therefore, in 2019, the City established a Rental Housing Inspection Team to regularly inspect the rental housing stock.

The City also enforces a Reasonable Accommodation Ordinance to accommodate people with disabilities in accommodations in the housing of their choice. The City also has a program to eliminate barriers for people with disabilities for projects that include public facility accommodations, public facility alterations, and the removal of transportation barriers. For the past several years, the City has regularly allocated Community Development Block Grant (CDBG) funding to city-wide accessibility projects, which provide improvements such as curb ramps, sidewalks, crosswalks, and pedestrian push buttons.

Integration and Segregation

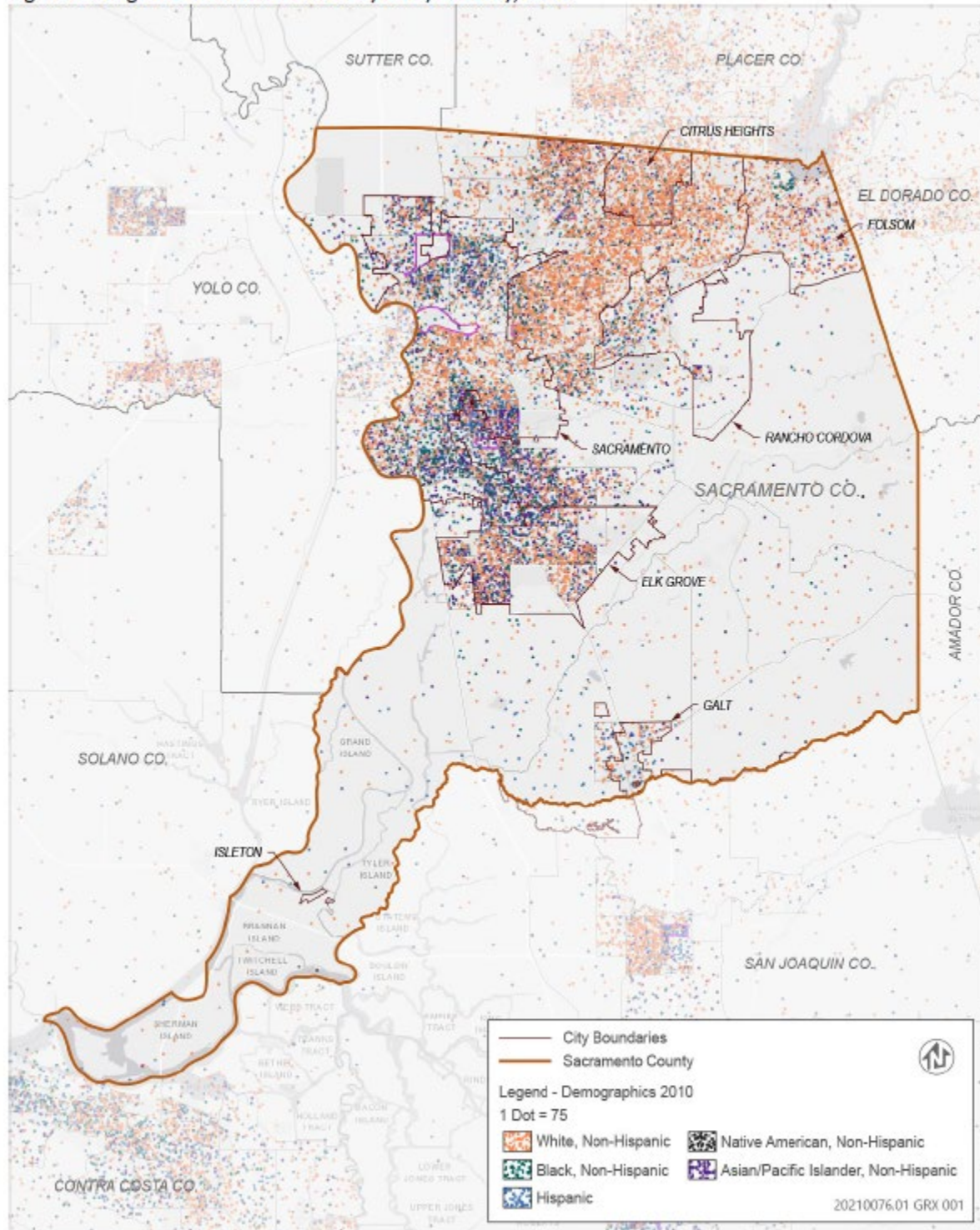
Race and Ethnicity

The Sacramento Valley region has grown in diversity in recent decades and has higher shares of Hispanic/Latino and Asian residents than the national average. In 2017, non-Hispanic White residents made up 55.7 percent of the population within the region, compared to 73 percent in 1990. Figure 1X shows the racial and ethnic distribution in the Sacramento Region as of 2010. Generally, patterns of settlement indicate that the majority of non-White residents and residents that identify as either Hispanic or Latino reside in and around the Cities of Sacramento and Elk Grove.

Figure 1X: Regional Settlement Trends by Race/Ethnicity, 2010

Source: HUD AFFH Mapping Tool; Adapted by Ascent, 2021.

Figure 1X: Regional Settlement Trends by Race/Ethnicity, 2010



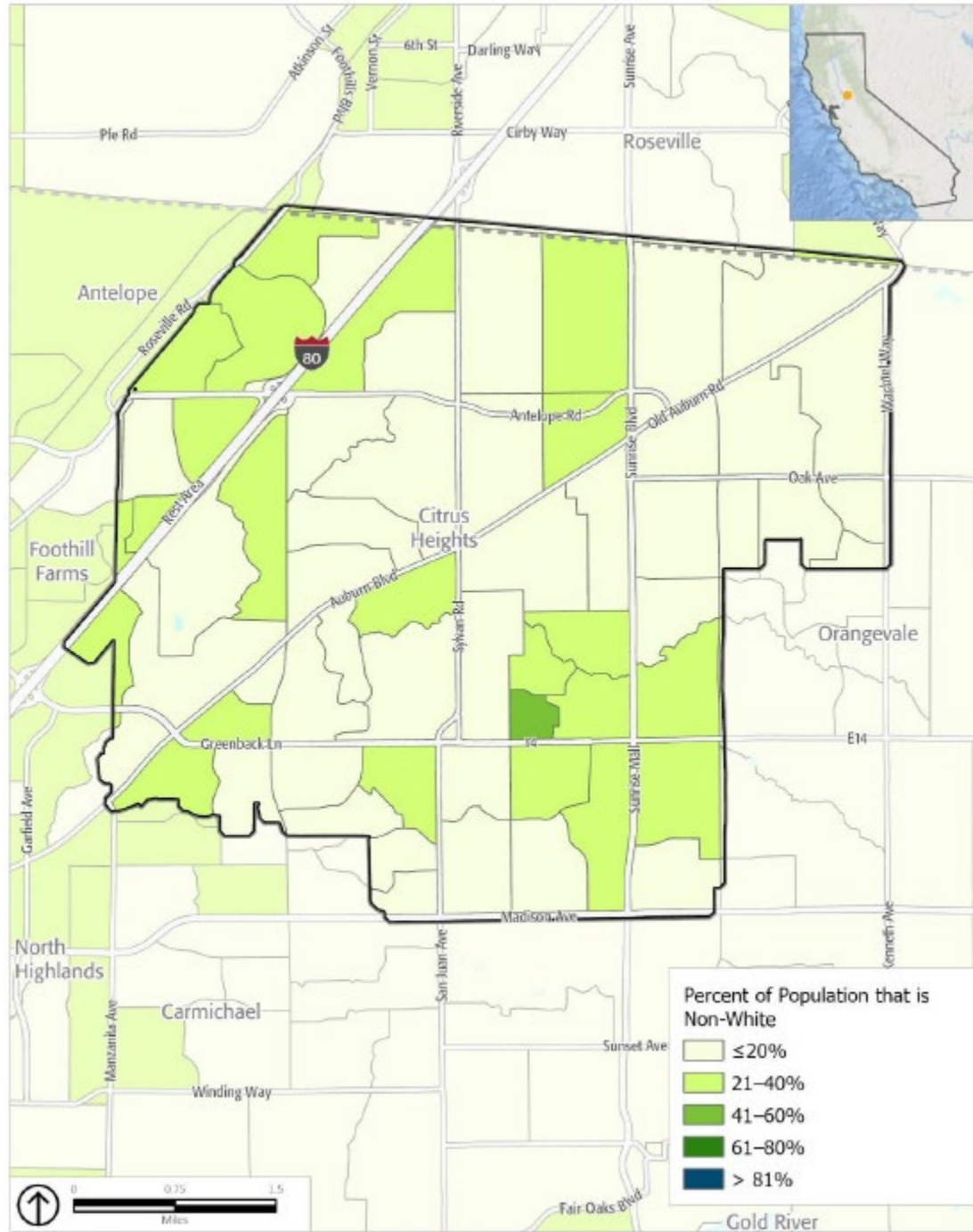
Source: HUD AFFH Mapping Tool; Adapted by Ascent, 2021.

Similar to the overall regional trends, Citrus Heights has also become more diverse over the past decade. Between 2010 and 2018, the percent of the total non-white population for most of the census block groups in the city increased from less than 20 percent in 2010 to 21-40 percent in 2018, with some areas as high as 41-60 percent (see Figures 2X and 3X). However, as was described in Section 2.12, 69.6 percent of the population in the city identifies as White and most census tracts in the city are still predominately made up of White households (see Figure 4X). The eastern areas of the city have the lowest diversity levels while the central city near Greenback Lane and Sunrise Boulevard have the highest diversity levels, as is shown in Figure 5X.

Figure 2X: Racial Demographics, City of Citrus Heights, 2010

Source: HCD AFFH Data Resources and Mapping Tool, U.S. Census American Community Survey 2010.

Figure 2X: Racial Demographics, City of Citrus Heights, 2010

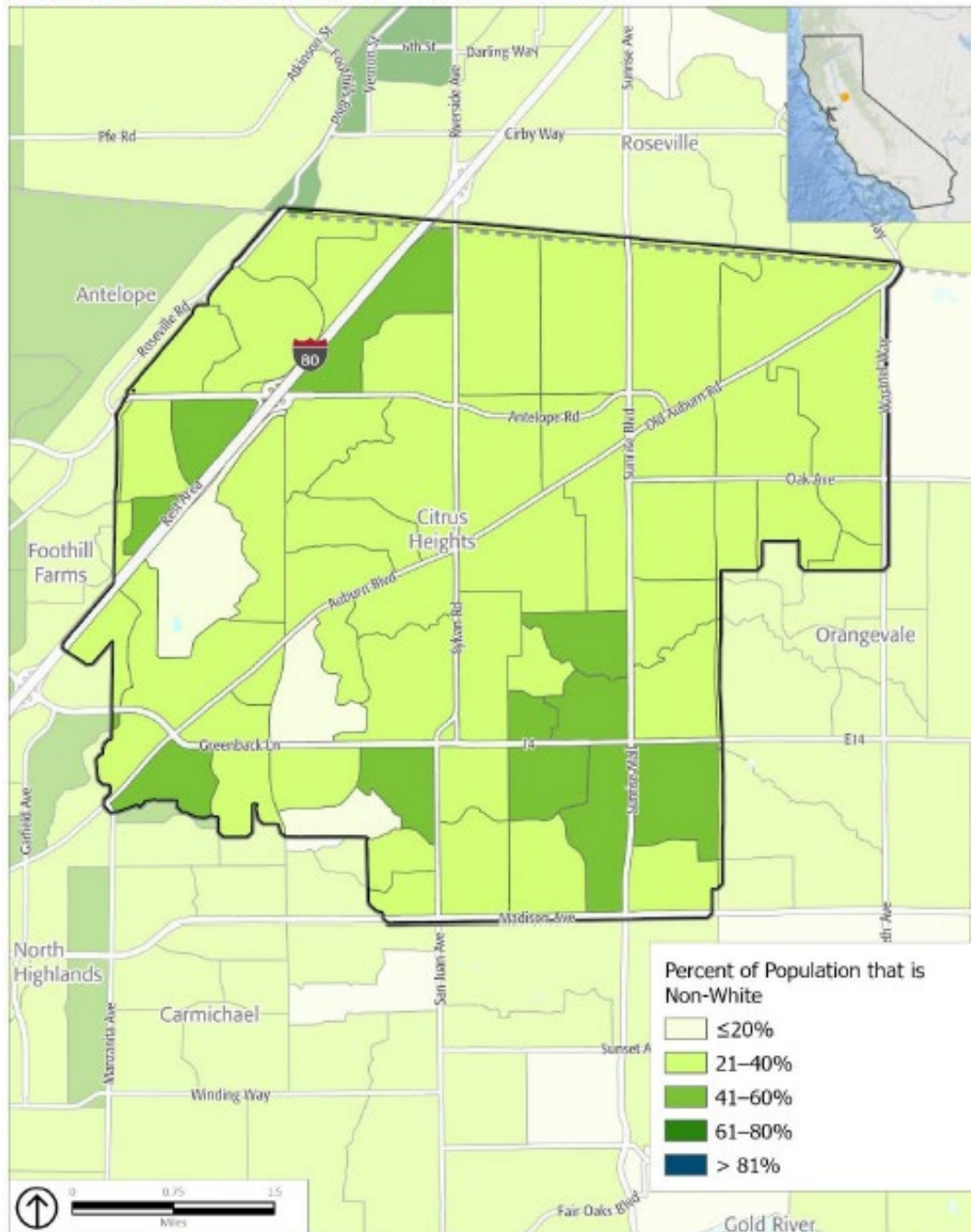


Source: HCD AFFH Data Resources and Mapping Tool, U.S. Census American Community Survey 2010.

Figure 3X: Racial Demographics, City of Citrus Heights, 2018

Source: HCD AFFH Data Resources and Mapping Tool, U.S. Census American Community Survey 2018.

Figure 3X: Racial Demographics, City of Citrus Heights, 2018

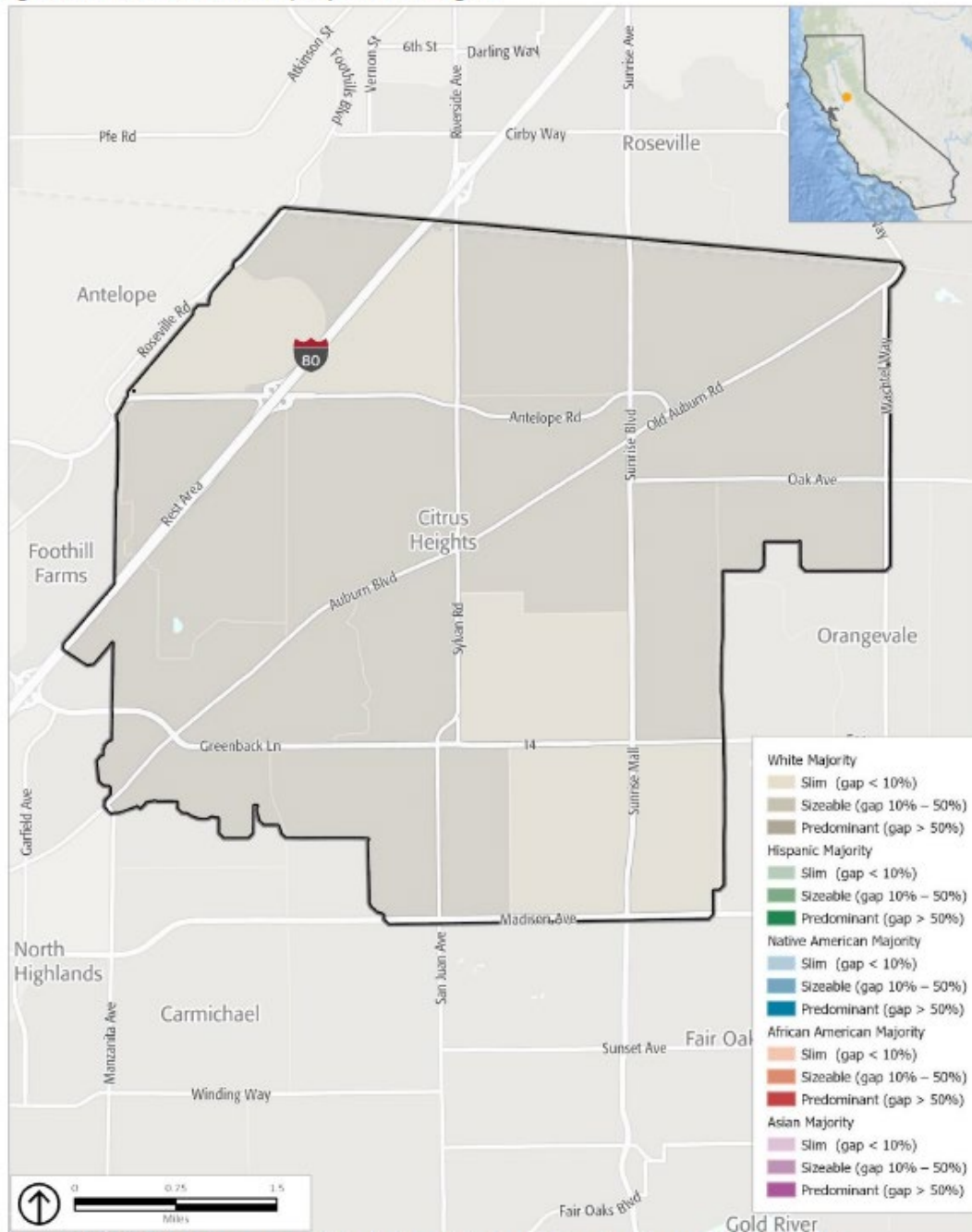


Source: HCD AFFH Data Resources and Mapping Tool, U.S. Census American Community Survey 2018.

Figure 4X: Racial Predominance, City of Citrus Heights

Source: HCD AFFH Data Resources and Mapping Tool, U.S. Census American Community Survey 2018.

Figure 4X: Racial Predominance, City of Citrus Heights

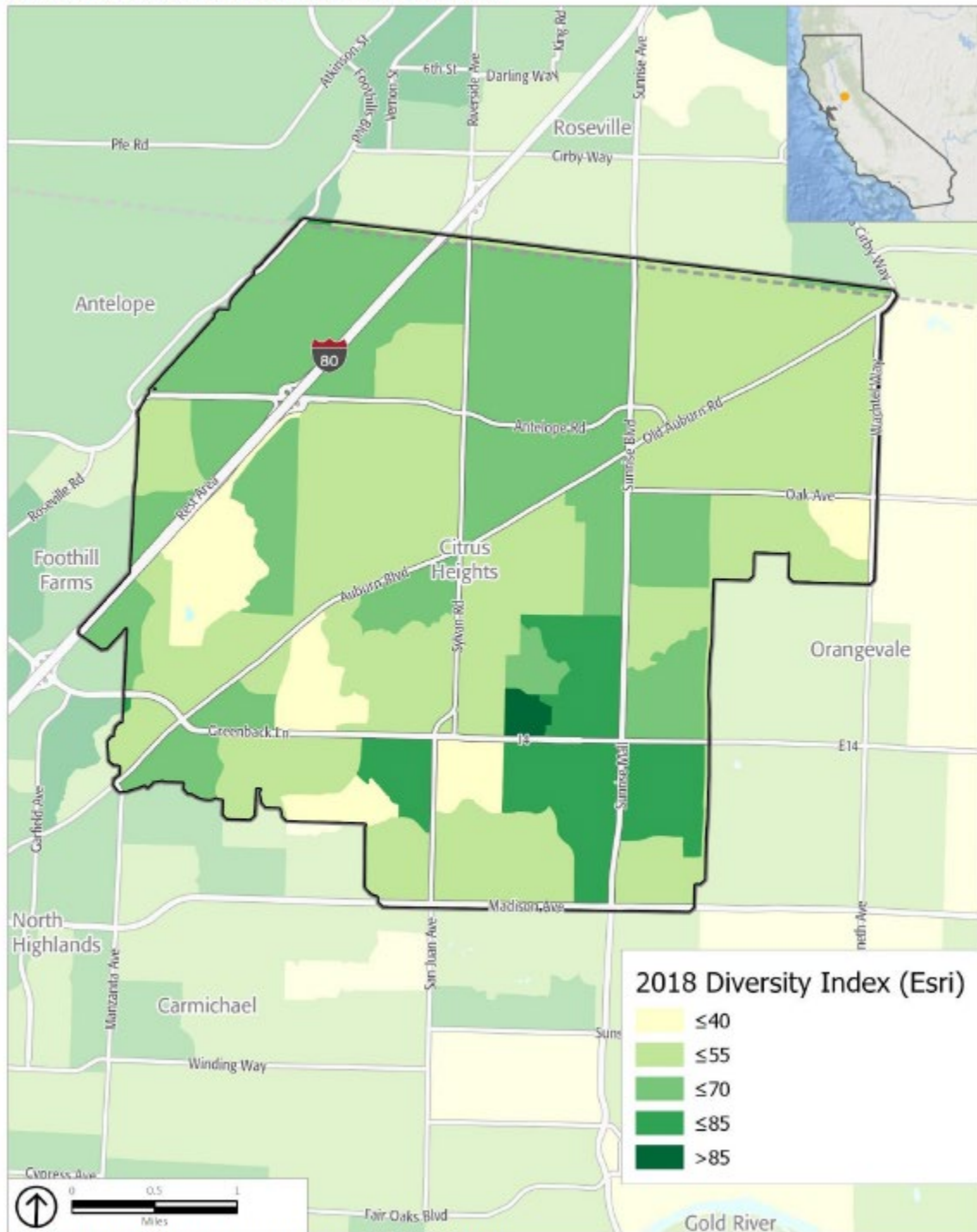


Source: HCD AFFH Data Resources and Mapping Tool, U.S. Census American Community Survey 2018.

Figure 5X: Diversity Index, City of Citrus Heights, 2018

Source: HCD AFFH Data Resources and Mapping Tool, 2018.

Figure 5X: Diversity Index, City of Citrus Heights, 2018



Source: HCD AFFH Data Resources and Mapping Tool, 2018.

Dissimilarity Index

A common measure of the magnitude of segregation within a city or county is the dissimilarity index (DI). The DI measures the degree to which two specific groups are distributed across a geographic area. The DI varies between 0 and 100 and measures the percentage of one group that would have to move across neighborhoods to be distributed the same way as the second group. A dissimilarity index of 0 indicates conditions of total integration under which both groups are distributed in the same proportions across all neighborhoods. A dissimilarity index of 100 indicates conditions of total segregation such that the members of one group are in completely different neighborhoods than the second group.

It is important to note that the DI provided by HUD uses non-Hispanic White residents as the primary comparison group. That is, all DI values compare racial and ethnic groups against the distribution of non-Hispanic White residents and do not directly measure segregation between two minority groups (e.g., Black and Hispanic segregation).

Most of the Sacramento region has a low to moderate index rating. The low dissimilarity index ratings for race and ethnicity in Citrus Heights indicate that most communities of color are dispersed evenly into neighborhoods throughout the city relative to their proportion in the city. At most, 25 percent of Black residents in Citrus Heights would need to move across neighborhoods to be evenly distributed in comparison to non-Hispanic White residents (see Table 1X).

Table 1X: Dissimilarity Index, 2013

Source: Root Policy Research, 2020.

Jurisdiction	Minority/NHW Dissimilarity Index		Hispanic/NHW Dissimilarity Index		Black/NHW Dissimilarity Index		Asian/NHW Dissimilarity Index	
	Index	Rating	Index	Rating	Index	Rating	Index	Rating
Citrus Heights	18.54	Low	20.64	Low	25.50	Low	18.52	Low
Elk Grove	27.10	Low	19.63	Low	28.80	Low	34.68	Low
Davis	17.96	Low	16.62	Low	21.90	Low	23.63	Low
Rancho Cordova	17.87	Low	18.52	Low	25.16	Low	36.80	Low
Roseville	15.92	Low	20.19	Low	19.41	Low	29.67	Low
Rocklin	12.74	Low	13.44	Low	21.48	Low	24.21	Low
Balance of Sacramento	36.41	Low	36.76	Low	48.52	Moderate	45.19	Moderate
City of Sacramento	37.80	Low	39.56	Low	44.92	Moderate	43.73	Moderate
W. Sacramento	19.26	Low	27.57	Low	29.52	Low	24.27	Low
Woodland	21.58	Low	22.69	Low	30.89	Low	39.69	Low

Note: NHW is Non-Hispanic White.

Source: Decennial Census 2010 pulled from the HUD Exchange and Root Policy Research.

Source: Root Policy Research, 2020

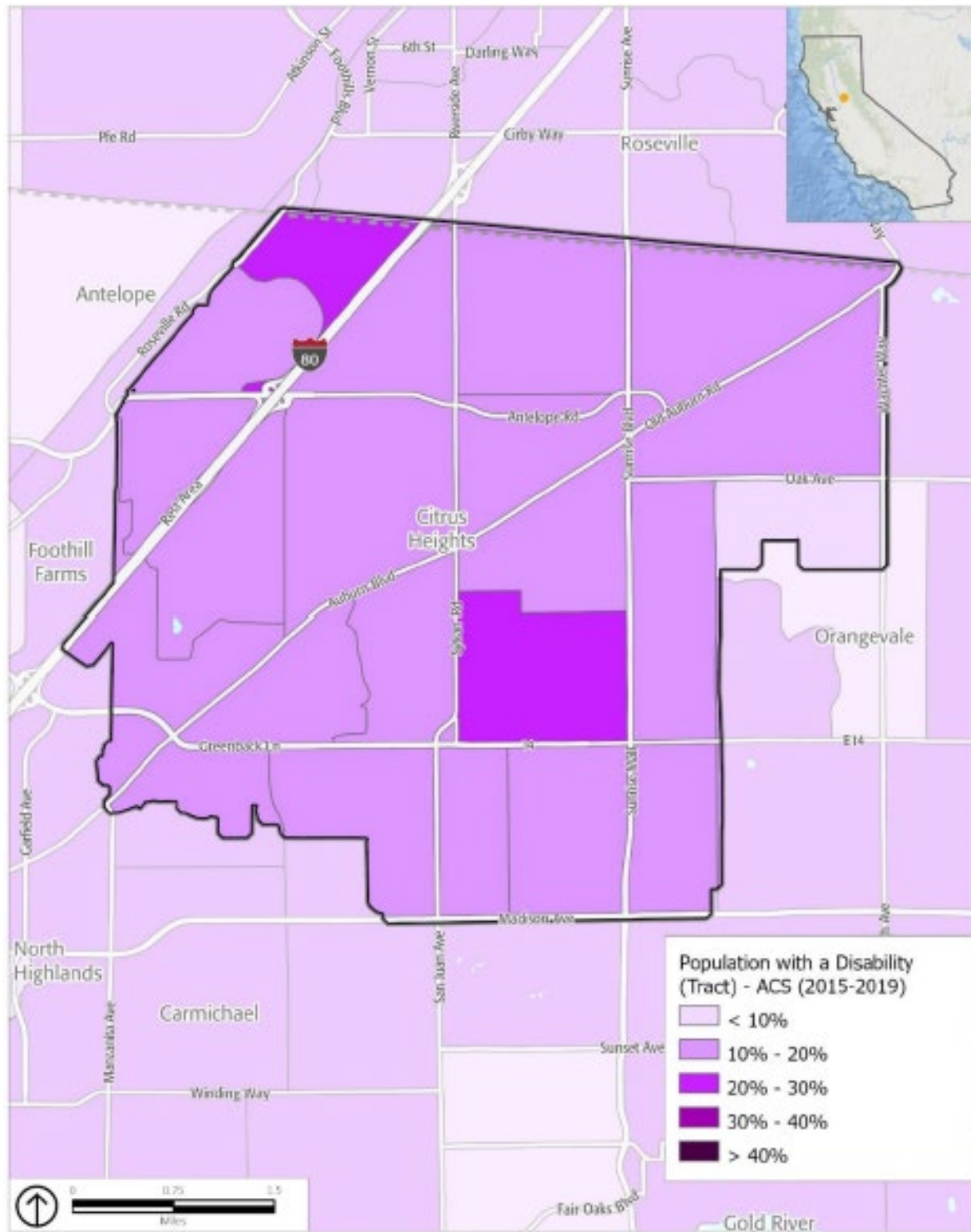
Disability

The U.S. Census Bureau defines disability as one of the following: hearing difficulty, vision difficulty, cognitive difficulty, ambulatory difficulty, self-care difficulty, and independent living difficulty. In Citrus Heights, 13,776 residents had a disability in 2019 according to 2015-2019 American Community Survey data. This equates to 15.8 percent of the total non-institutionalized population, which is a higher proportion than Sacramento County (11.8 percent) and California (10.6 percent).

Figure 6X shows the population of persons with a disability by census tract in the city using American Community Survey data from 2015-2019. At a regional level, Citrus Heights is similar to the rest of the county in that almost all of the census tracts have less than 20 percent of their population living with a disability. However, the map reveals a slightly higher concentration of residents with disabilities in the northwestern area of the city and in the area between Greenback Lane and Highland Avenue.

Figure 6X: Population with a Disability by Census Tract, Citrus Heights (2015-2019)

Source: HCD AFFH Data Resources and Mapping Tool, U.S. Census American Community Survey 2015-2019.



Source: HCD AFFH Data Resources and Mapping Tool, U.S. Census American Community Survey 2015-2019.

Familial Status

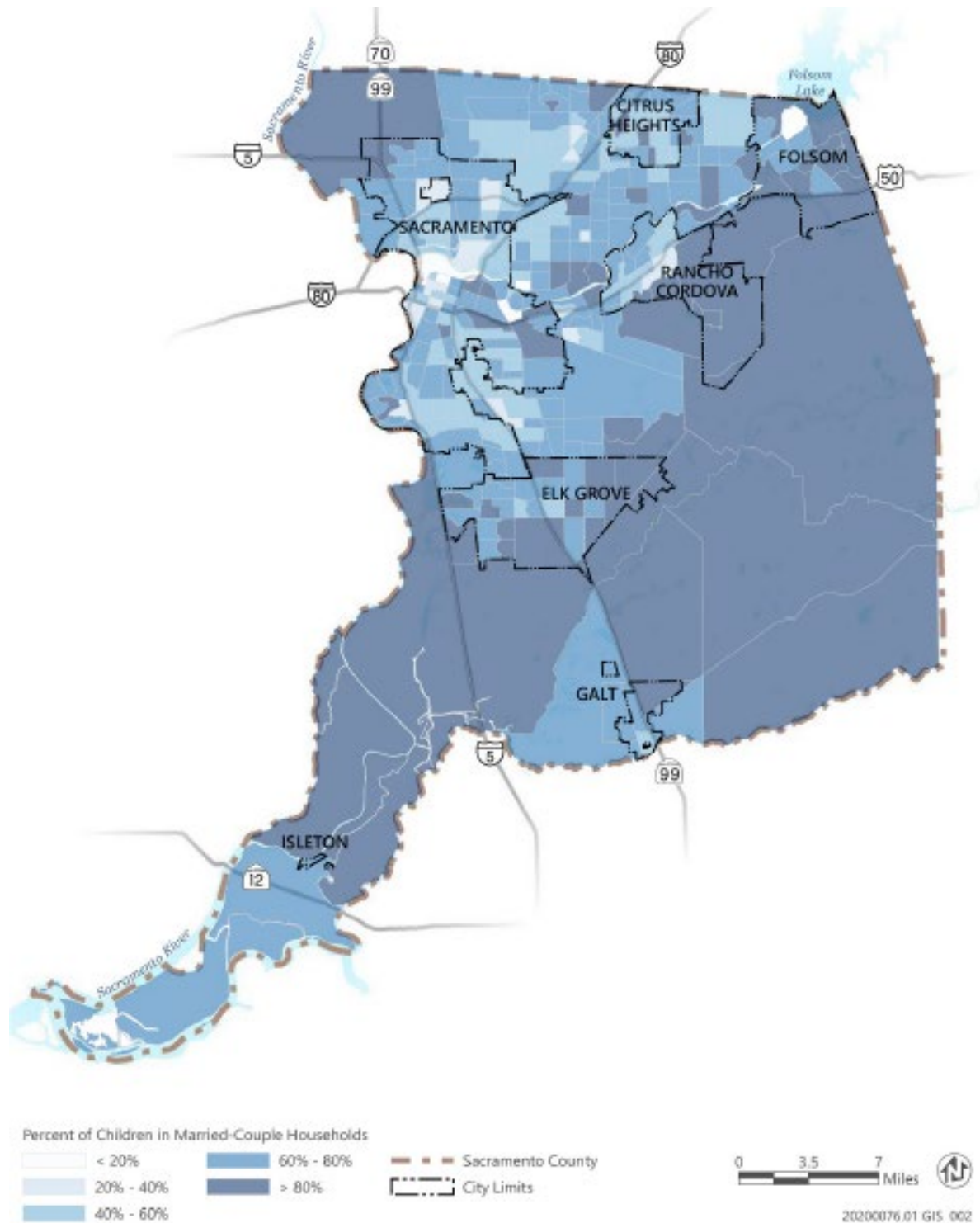
About 42 percent of all households in Citrus Heights were married-couple families in 2018 (see Table 2-30). Of the approximately 34,000 households in Citrus Heights, 17 percent are married-couple households with children under 18 years of age. Figure 7X shows the percent of children in married-couple households in the region using ACS data from 2015-2019. The composition and distribution of family households in Citrus Heights are generally like that of the region, in which approximately 40-60 percent of children in a given census tract live in a household with a married couple.

On the other hand, Citrus Heights has a sizeable population of nonfamily households (38 percent), which includes the portion of the population 18 years and older living alone. Of the nonfamily households in Citrus Heights in 2017, 76 percent were householders living alone and 33 percent of householders living alone were 65 years of age or older. Figure 8X shows the distribution of householders 18 years and over that are living alone in the city. Generally, the city is reflective of the region in that less than 20 percent of most census tracts are householders living alone. There are higher concentrations of single-person households in a few census tracts along Auburn Boulevard and Greenback Lane.

AB 686 Fair Housing Assessment

Figure7X: Percent of Married Couple Households with Children

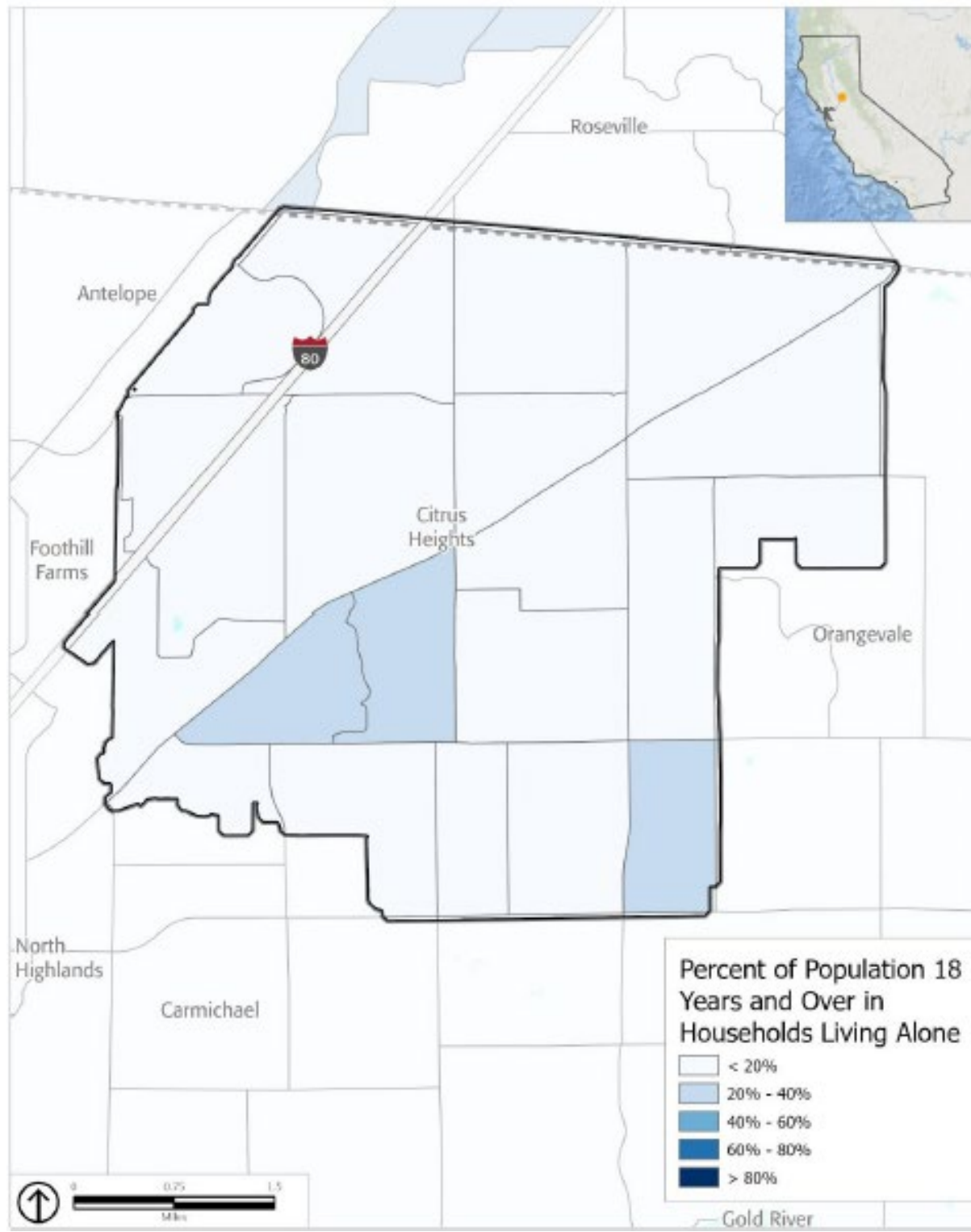
Source: HCD AFFH Data Resources and Mapping Tool, U.S. Census American Community Survey 5 Year Estimates 2015-2019.



Source: HCD AFFH Data Resources and Mapping Tool, U.S. Census American Community Survey 5 Year Estimates 2015-2019.

Figure 8X: Percent of Population 18 years and Over in Households Living Alone

Source: HCD AFFH Data Resources and Mapping Tool, U.S. Census American Community Survey 2015-2019.



Source: HCD AFFH Data Resources and Mapping Tool, U.S. Census American Community Survey 2015-2019

Income

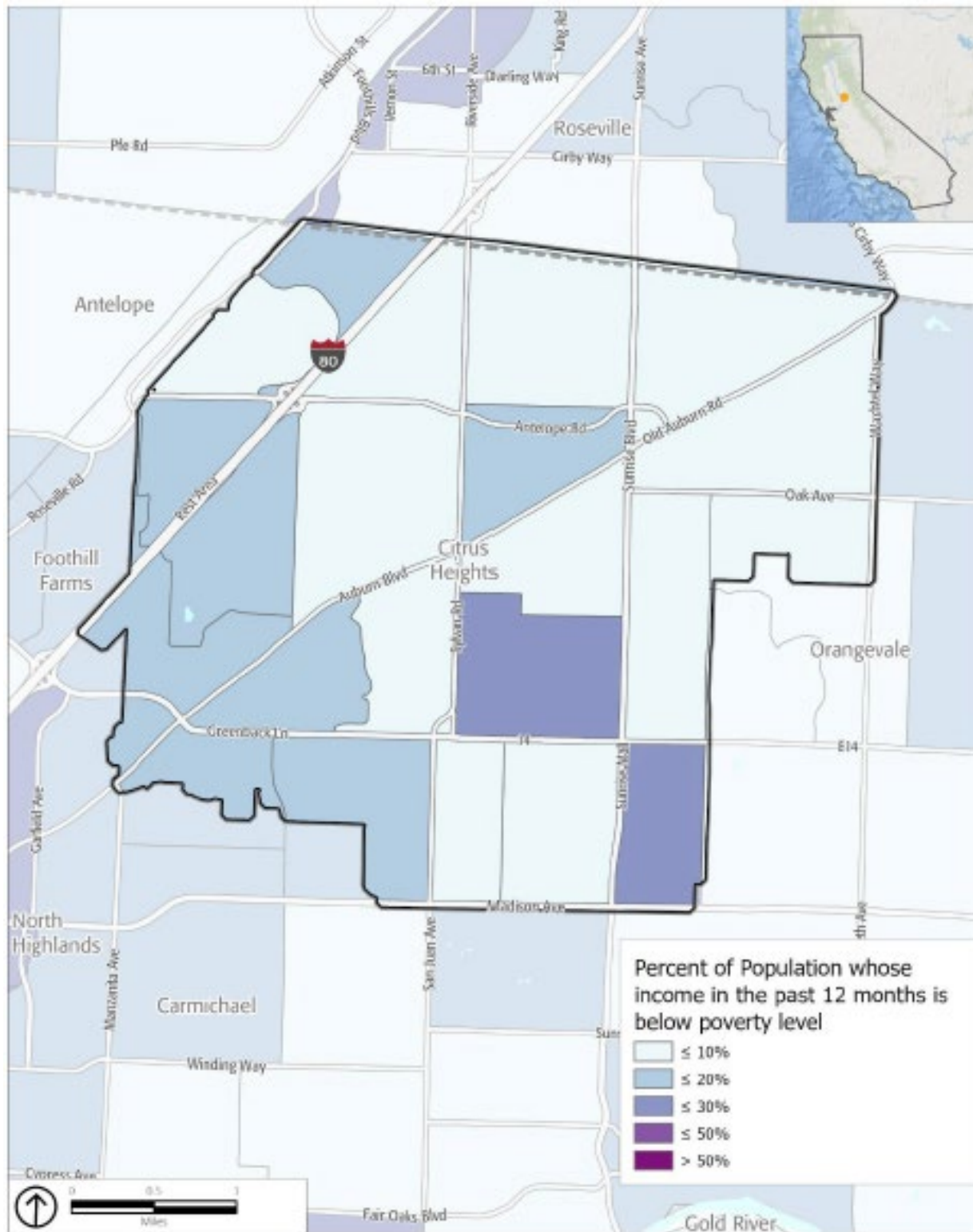
The 2015-2019 American Community Survey (ACS) revealed that the area east of Sunrise Boulevard and south of Greenback Lane has the highest percentage of the population below the poverty level in the city (see Figure 9X). As of 2019, this area had a poverty rate of 29.6 percent, which is nearly double its poverty rate of 15.1 percent in 2014 (see Figure 10X). Moreover, the second highest area of concentrated poverty in Citrus Heights is the area between Greenback Lane and Highland Avenue, which had a poverty rate of 23.4 percent in 2019. In 2014, the ACS reported that this area had a poverty rate of 30.8 percent, which represents a 7.4 percent reduction in this area's poverty rate.

The disparity between poverty rates in these two neighborhoods and surrounding areas has decreased slightly since 2014. By 2019, households living below the poverty line had dispersed across the city, resulting in fewer significantly concentrated areas of poverty and a more consistent median income between neighborhoods, except for the two areas with a poverty status higher than 20 percent shown in Figure 9X. The rate of poverty outside of this central area of the City mirrors much of the region, with Roseville and Rancho Cordova showing similar patterns of income segregation and integration. In contrast, the City of Citrus Heights has significantly lower rates of poverty than the City of Sacramento.

AB 686 Fair Housing Assessment

Figure 9X: Poverty Status by Census Tract, Citrus Heights, 2015-2019

Source: HCD AFFH Data Resources and Mapping Tool, U.S. Census American Community Survey 2015-2019.

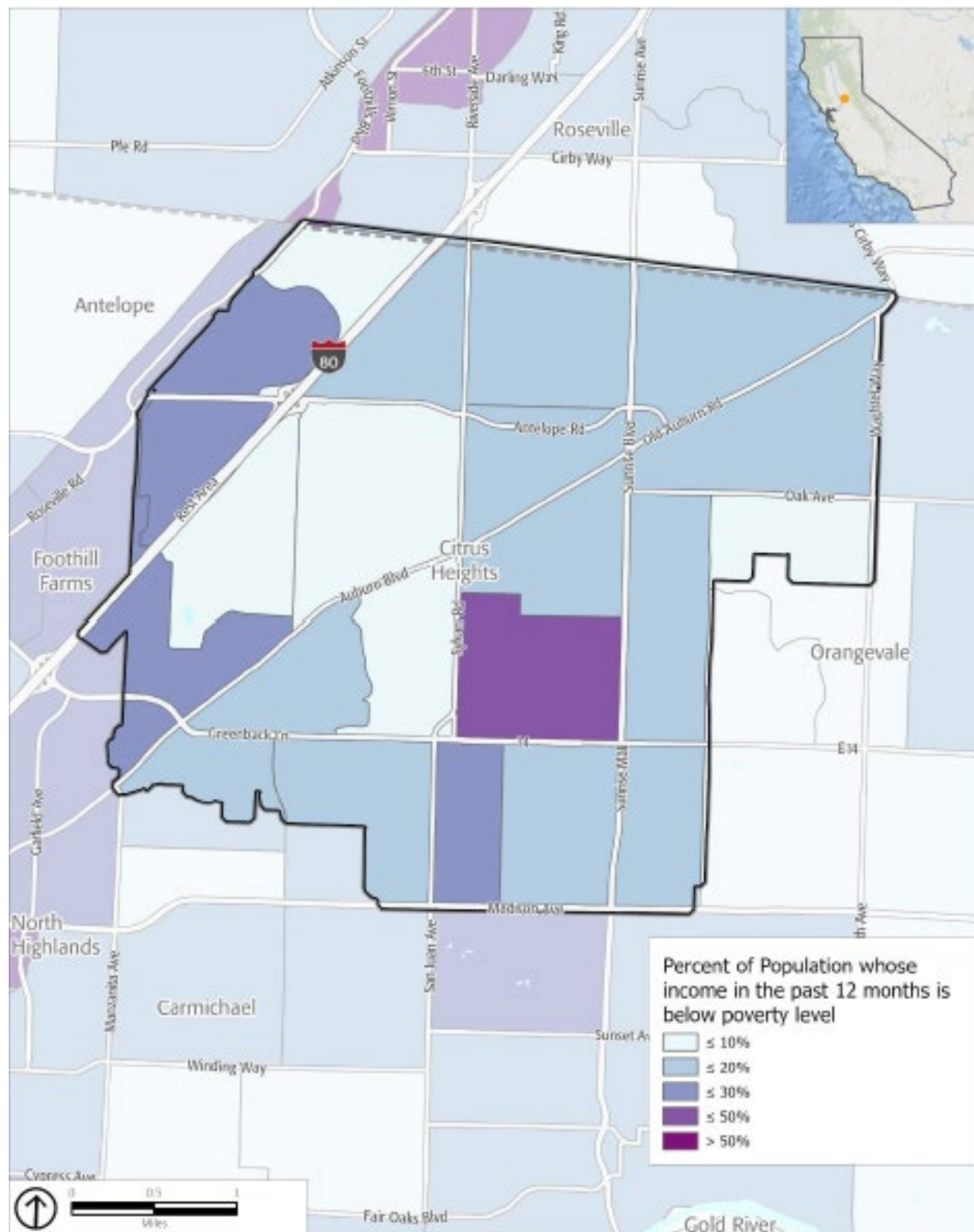


Source: HCD AFFH Data Resources and Mapping Tool, U.S. Census American Community Survey 2015-2019.

Appendix C - AB 686 Fair Housing Assessment

Figure 10X: Poverty Status by Census Tract, Citrus Heights, 2010-2014

Source: HCD AFFH Data Resources and Mapping Tool, U.S. Census American Community Survey 2010-2014.



Source: HCD AFFH Data Resources and Mapping Tool, U.S. Census American Community Survey 2010-2014.

Furthermore, race and ethnicity are critical factors in understanding patterns of segregation and integration by income. Although the citywide poverty rate was 11.7 percent in 2019, not all racial and ethnic groups in Citrus Heights had the same likelihood of experiencing poverty. As shown in

Table 2X, residents who identified as non-Hispanic White, Asian, or Native Hawaiian and Other Pacific Islander were much less likely to experience poverty. In contrast, residents who identified as Black, Hispanic or Latino, or American Indian and Alaskan Native were disproportionately represented in the share of the total population in poverty in comparison to their actual proportion of the city's population. **TABLE 2X: POVERTY BY RACE AND ETHNICITY, CITY OF CITRUS HEIGHTS, 2014-2019**

Number	Below Poverty Line	Share of Total Population in Poverty	Total Population		Percent
	Poverty Rate		Number		
WHITE (NON-HISPANIC)	5,503	9.1%	51.3%	60,238	65.8%
BLACK	972	28.6%	9.1%	3,394	3.7%
ASIAN	294	9.7%	2.7%	3,033	3.3%
NATIVE HAWAIIAN AND OTHER PACIFIC ISLANDER	7	5.7%	0.1%	123	0.1%
AMERICAN INDIAN AND ALASKAN NATIVE	210	41.1%	2.0%	511	0.6%
SOME OTHER RACE	560	18.9%	5.2%	2,962	3.2%
TWO OR MORE RACES	640	13.6%	6.0%	4,691	5.1%
HISPANIC OR LATINO	2,533	15.2%	23.6%	16,661	18.2%
TOTAL	10,719	11.7%	100.0%	91,613	100.0%

Source: U.S. Census, American Community Survey 5 Year Estimates 2015-2019, Table S1701

Racially and Ethnically Concentrated Areas of Poverty

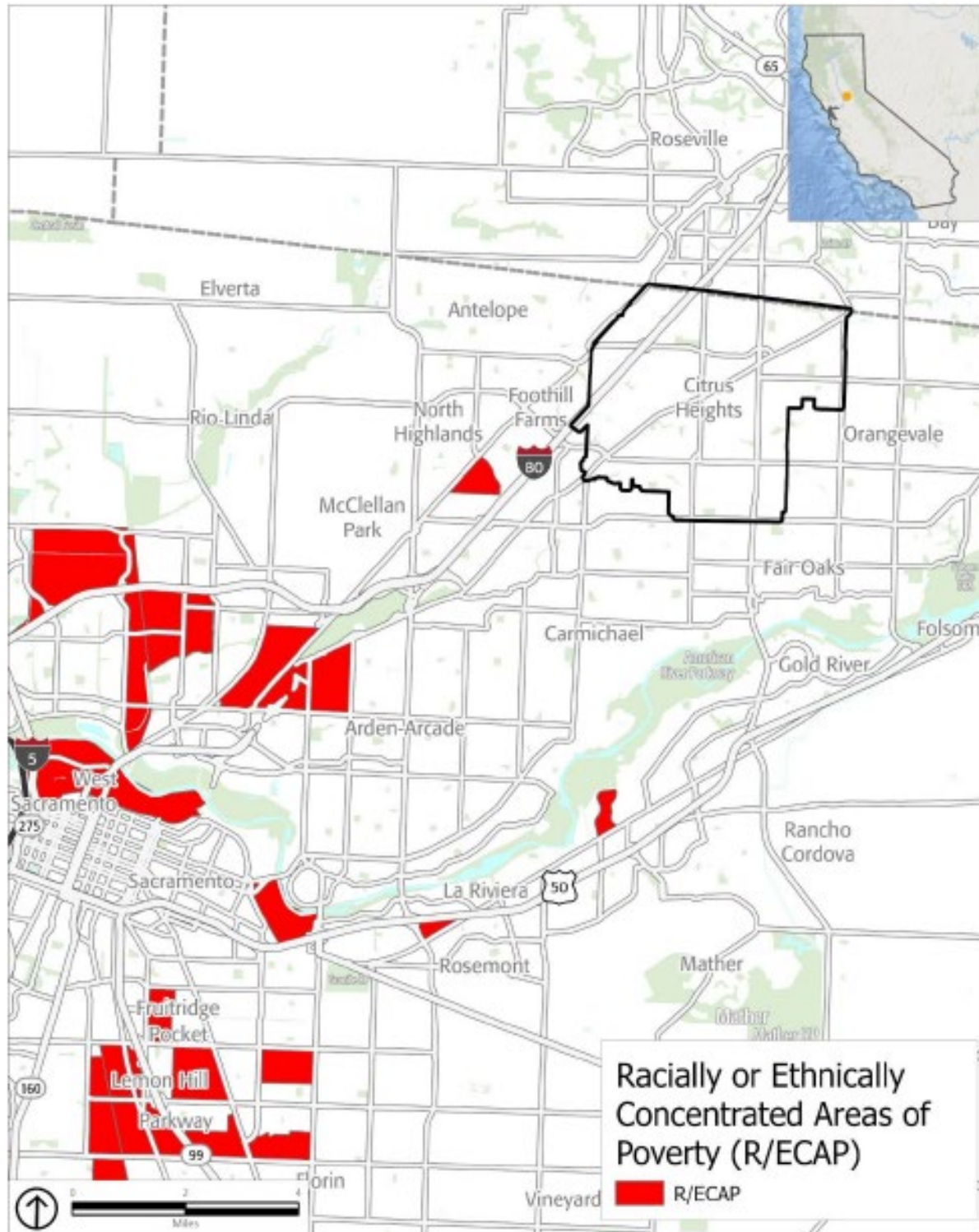
Racially/Ethnically Concentrated Areas of Poverty

Racially or Ethnically Concentrated Areas of Poverty (R/ECAP) are neighborhoods in which there are both racial concentrations and high poverty rates. HUD defines R/ECAPs as census tracts with:

- a non-White population of 50 percent or more (majority-minority) or, for non-urban areas, 20 percent, AND a poverty rate of 40 percent or more; OR
- a non-White population of 50 percent or more (majority-minority) AND the poverty rate is three times the average poverty rate for the county, whichever is lower.

AB 686 Fair Housing Assessment

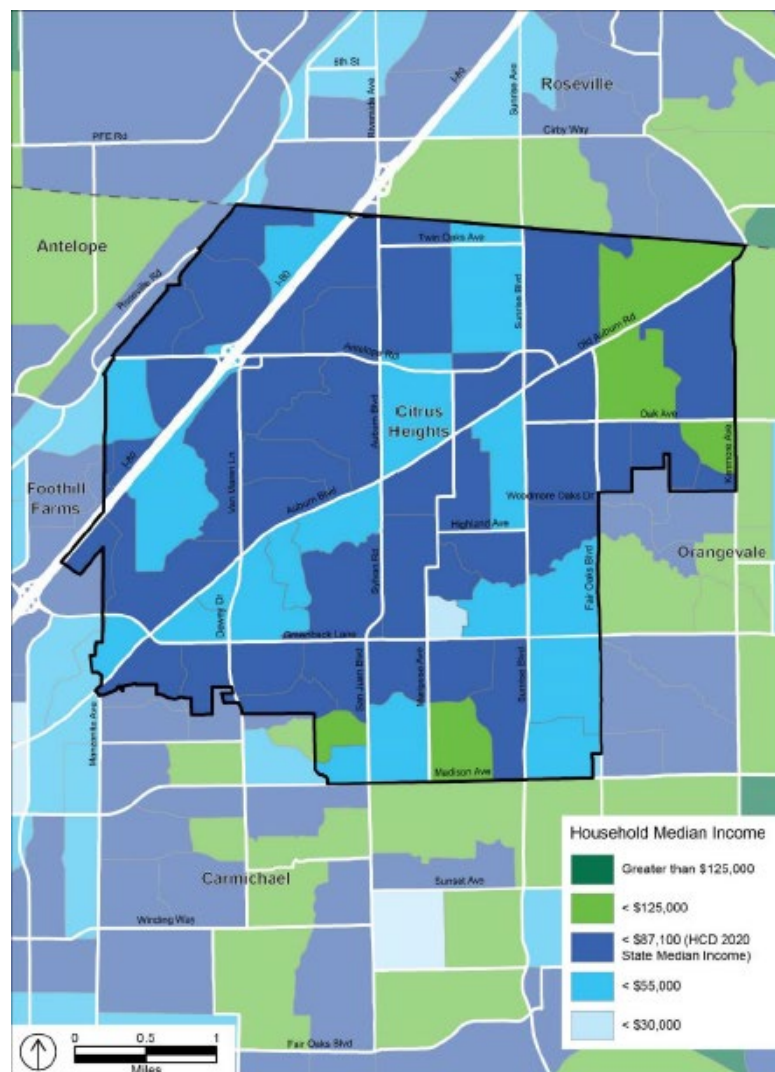
While there are no R/ECAPs in the City of Citrus Heights, there are concentrated areas of poverty that correspond within areas of high diversity and there are R/ECAPs located near Citrus Heights in North Highlands and in the Cities of Rancho Cordova and Sacramento (see Figure 11X).



Source: HCD AFFH Data Resources and Mapping Tool; HUD AFFH Tool 2013

Racially/Ethnically Concentrated Areas of Affluence

Although there are not standard definitions for Racially or Ethnically Concentrated Areas of Affluence (RCAAs), they are generally understood to be neighborhoods in which there are both high concentrations of non-Hispanic White households and high household income rates. Comparing Citrus Heights relative to the surrounding Sacramento region, the city has a lower presence of high-income households and a lower diversity than other nearby incorporated cities. As was discussed previously and shown in Figure 4X, non-Hispanic Whites are the predominant racial/ethnic group throughout Citrus Heights. Additionally, the median household income in most census block groups is equal to or less than the 2020 state median income (see Figure 12X). However, there are a few areas in the northeastern and southern parts of the city above the state median household income. In fact, there is one block group south of Oak Ave and west of Kenneth Ave with a median household income of about \$115,000. This predominantly white neighborhood with higher income households fits the criteria of a local RCAA.



Source: HCD AFFH Data Resources and Mapping Tool, 2021. U.S. Census American Community Survey 2015-2019.

Access to Opportunity

HCD/TCAC Opportunity Areas

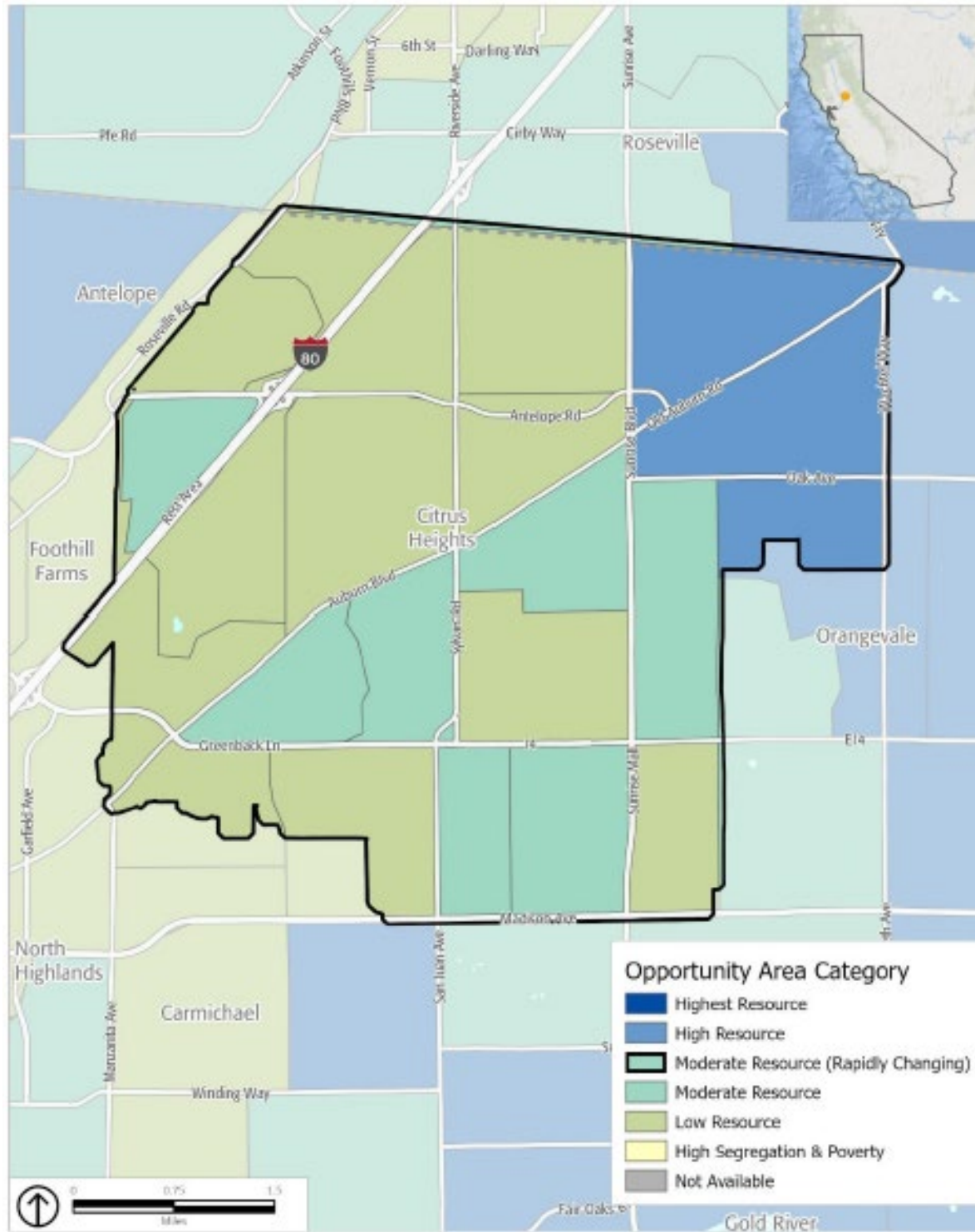
Across the nation, affordable housing has been disproportionately developed in minority neighborhoods with high poverty rates, thereby reinforcing the concentration of poverty and racial segregation in low opportunity and low resource areas. Several agencies have developed “opportunity indices” to assess and measure geographic access to opportunities, including HUD; the University of California at Davis, Center for Regional Change; and HCD in coordination with the California Tax Credit Allocation Committee (TCAC). For this assessment, the opportunity index prepared by HCD and TCAC is used to analyze access to opportunity in Citrus Heights. HCD and TCAC prepare opportunity maps to determine areas with the highest and lowest resources. The TCAC/HCD Opportunity Maps are intended to display the areas, according to research, that offer low-income children and adults the best chance at economic advancement, high educational attainment, and good physical and mental health. The primary function of TCAC is to oversee the Low-Income Housing Tax Credit (LIHTC) Program, which provides funding to developers of affordable rental housing. The opportunity maps play a critical role in shaping the future distribution of affordable housing in areas with the highest opportunity.

According to the HCD/TCAC 2020 Opportunity Areas Map, only a small portion of Citrus Heights is considered a “High Resource” area, which includes the area southeast of Old Auburn Road and south of Oak Avenue (Figure 13X). High Resource areas are areas with high index scores for a variety of educational, environmental, and economic indicators. Some of these indicators include high levels of employment and close proximity to jobs, access to effective educational opportunities for both children and adults, low concentration of poverty, and low levels of environmental pollutants, among others. The northwest and southeast area of Old Auburn Road and Auburn Boulevard are considered

“Moderate Resource” areas. These areas have access to many of the same resources as the High Resource areas but may have longer commutes to place of employment, lower median home values, fewer educational opportunities, or other factors that lower their indexes for economic, environmental, and educational indicators.

Most of the city however, is considered “Low Resource”, including all areas west of Sunrise Boulevard and north of Auburn Boulevard, as well as areas east of Sylvan Road and South of Greenback Lane (see Figure 13X). TCAC and HCD define these as areas where there are fewer opportunities to access jobs, education, and lower home values in this tract in addition to other economic, environmental, and educational indicators. The expansive designation of Low Resource in the city is likely a result of weak educational opportunities and environmental indicators in most of Citrus Heights, meaning there is a need for the City to prioritize its resources towards improving opportunities for current and future residents.

Figure 13X: TCAC Opportunity Areas - Composite

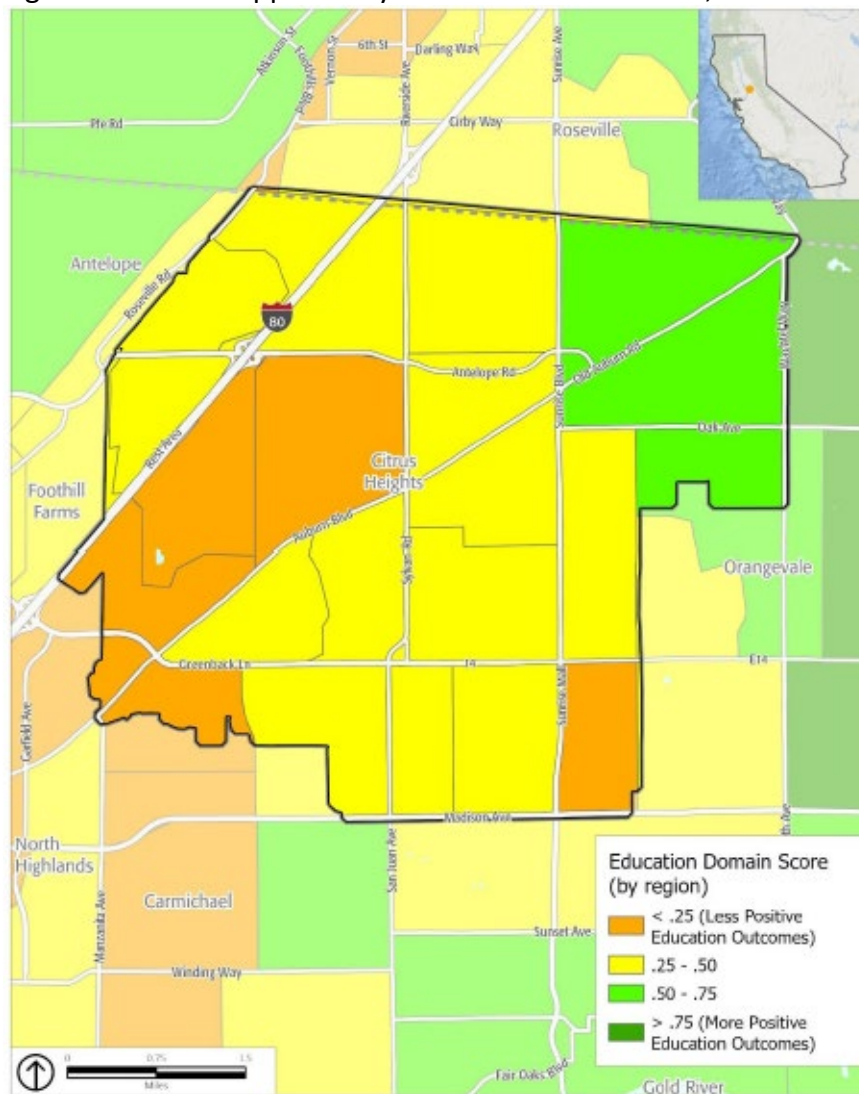


Source: HCD AFFH Data Resources and Mapping Tool, TCAC and HCD Opportunity Areas 2021.

Educational Opportunity

Most of Citrus Heights has very low education scores. Figure 14X shows that only a small area of the city has an education score above 0.5. This area was also classified as high resource (see Figure 13X). The area Northwest of Auburn Boulevard and east of Sunrise Boulevard has the lowest education score (0-0.25), which means that children receive a less positive educational outcome. The area east of Sunrise Boulevard also has the City's highest poverty level, with 29.6 percent of its population being below the poverty level (see Figure 9X). This data indicates that access to proficient school opportunities throughout Citrus Heights are not available especially for those areas with concentrated poverty.

Figure 14X: TCAC Opportunity Areas - Education Score, Tract

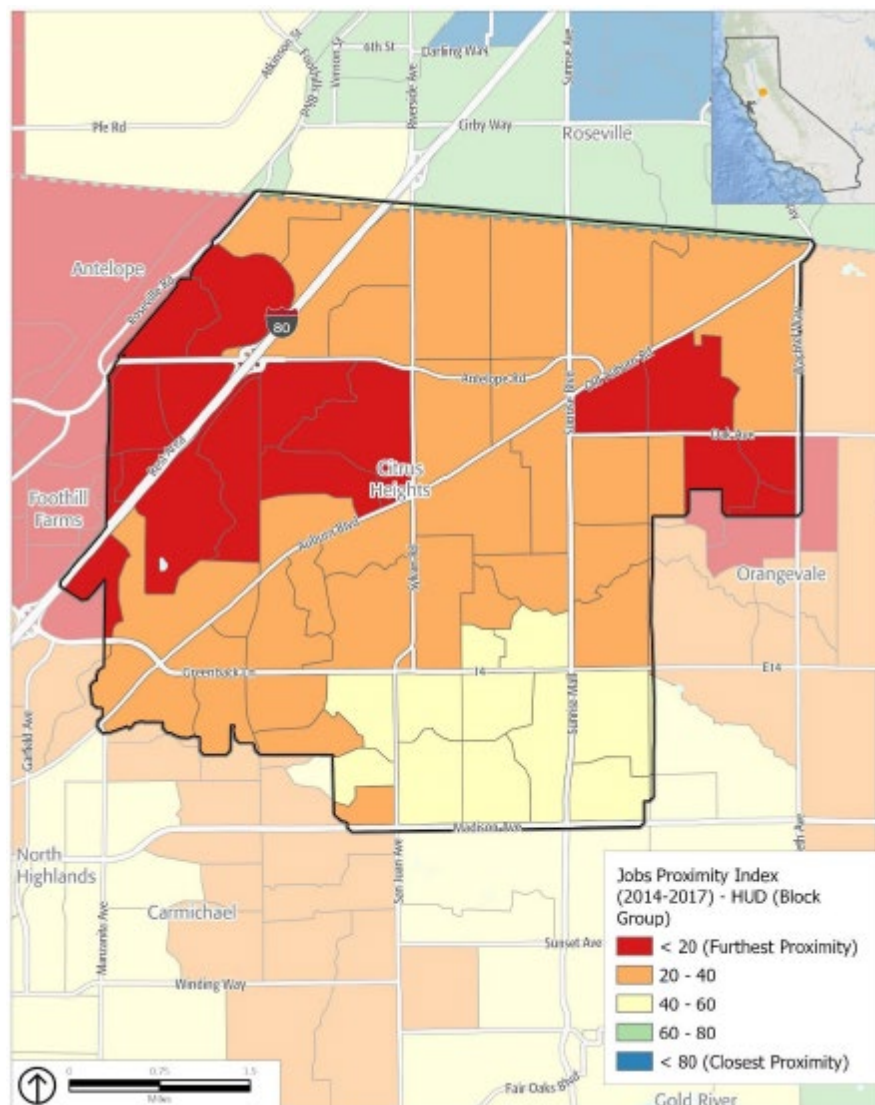


Source: HCD AFFH Data Resources and Mapping Tool, 2021.

Proximity to Jobs

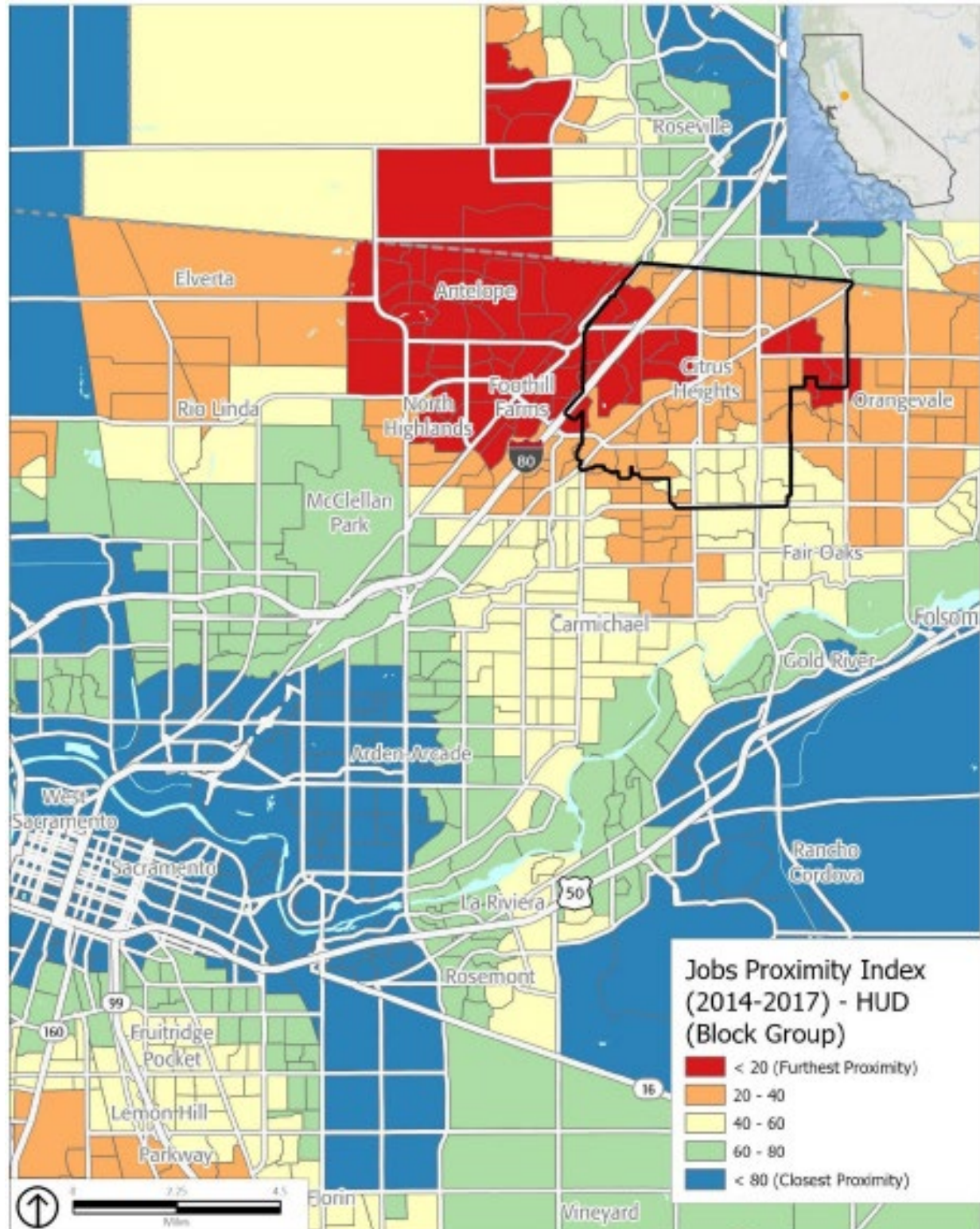
The 2014-2017 U.S Department of Housing and Urban Development's (HUD) job proximity index quantifies the accessibility of a given neighborhood to all jobs within a core-based statistical area (CBSA). Most of the western and eastern portions of Citrus Heights have a job index ≤ 20 , meaning that those residents have the furthest proximity to jobs (see Figure 15X). The southern portion of the City has the highest job index and closest proximity to jobs. Most of Citrus Heights falls within the 20-40 job index indicating a moderate but longer commute to job opportunities. In comparison to the region, the City of Citrus Heights has significantly lower job opportunity index scores than Roseville, Rancho Cordova, and Folsom (see Figure 16X).

Figure 15X: Job Opportunity Index, City of Citrus Heights, 2014-2017



Source: HCD AFFH Data Resources and Mapping Tool, 2021.

Figure 16X: Job Opportunity Index, Sacramento Region, 2014-2017

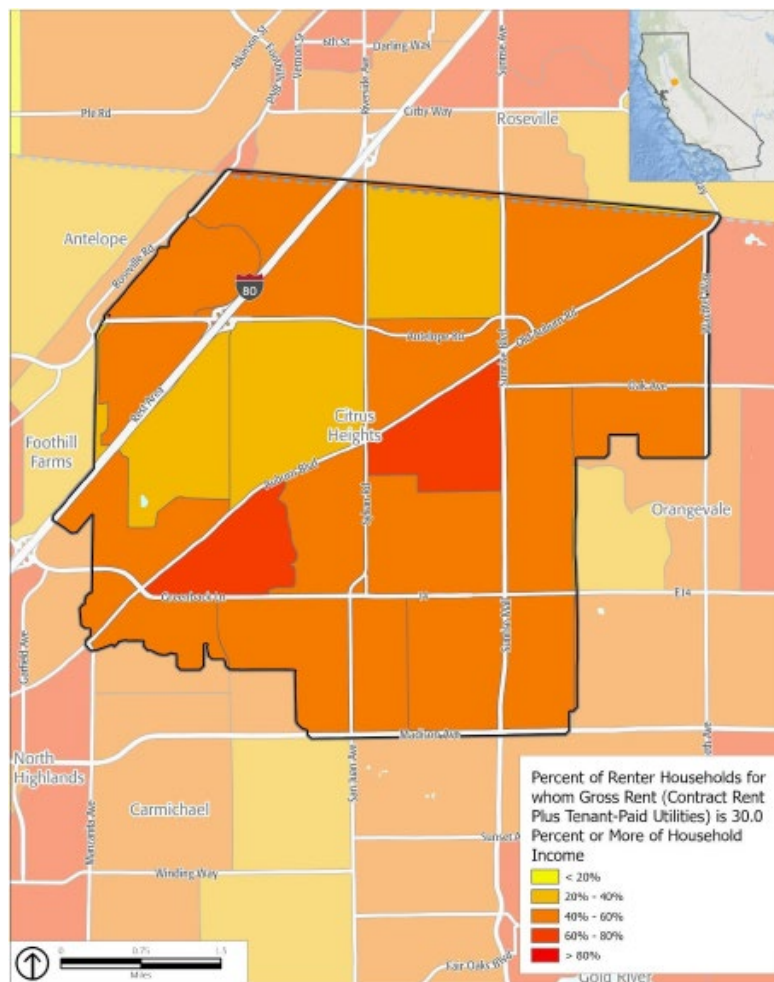


Source: HCD AFFH Data Resources and Mapping Tool, 2021.

Disproportionate Housing Needs -- Cost Burden

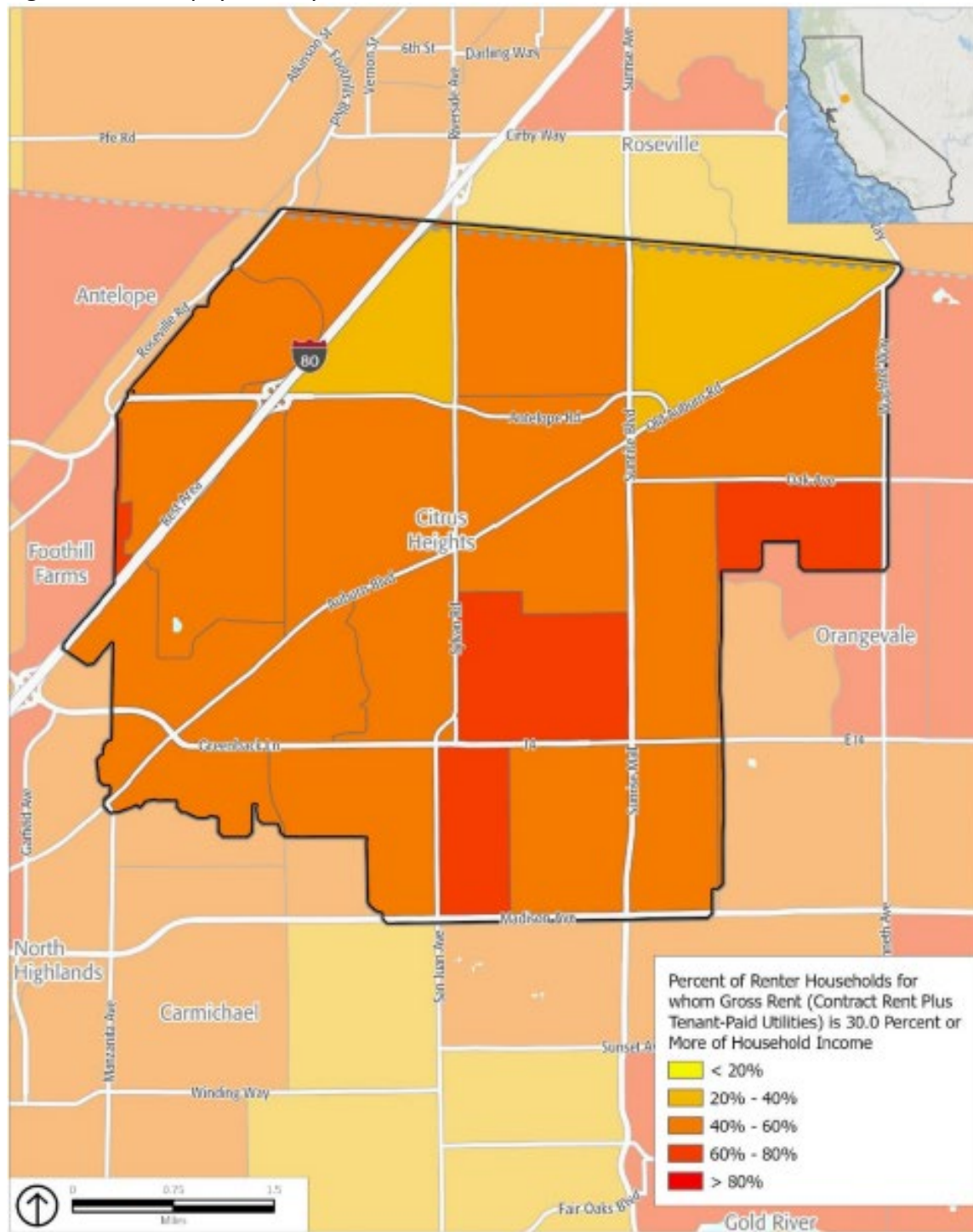
Overpayment for renters is a chronic issue and has increased across the city since 2014, mainly in neighborhoods that are low-resource (Figures 17X and 18X). As shown in Figure 18X, many renters who are overpaying for housing are in the southern part of the city, and especially in the area neighboring Orangevale which has an average of 58 percent of renters overpaying for housing. Although overpayment among homeowners is less prominent and has declined since 2014, there are still about 34 percent of homeowners overpaying for housing in Citrus Heights (See Figures 19X and 20X). Overpayment among homeowners is more concentrated in the areas along Interstate-80 and near the Sunrise Mall. The pattern of overpayment is reflective of the Capital region as there is a disproportionate number of renters overpaying compared to homeowners. This trend generally reflects the lack of affordable rental housing in the region.

Figure 17X: Overpayment by Renters 2010-2014, City of Citrus Heights



Source: HCD AFFH Data Resources and Mapping Tool, 2021. U.S. Census American Community Survey 5 Year Estimates 2010-2014 and 2015-2019.

Figure 18X: Overpayment by Renter

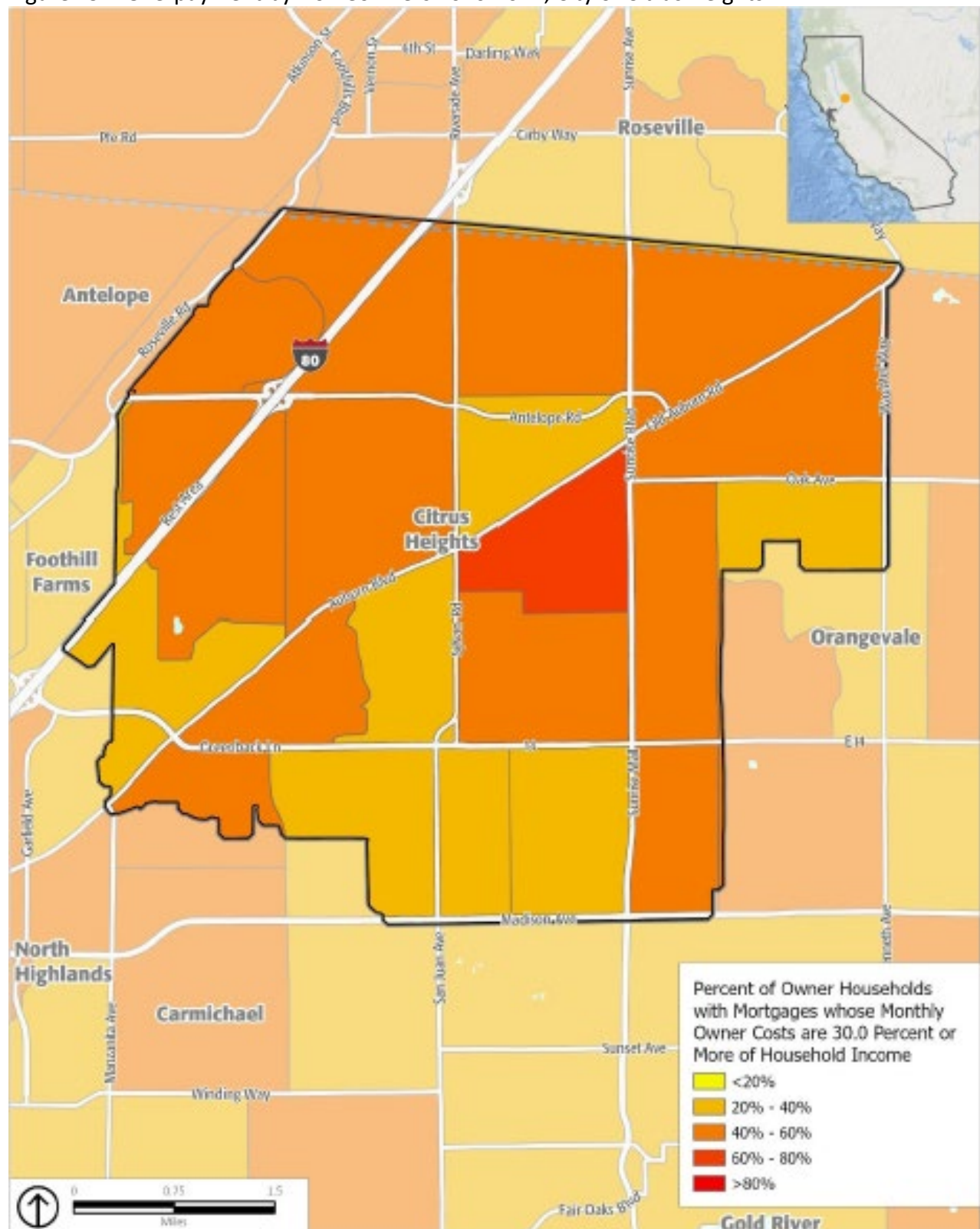


s 2015-

2019, City of Citrus Heights

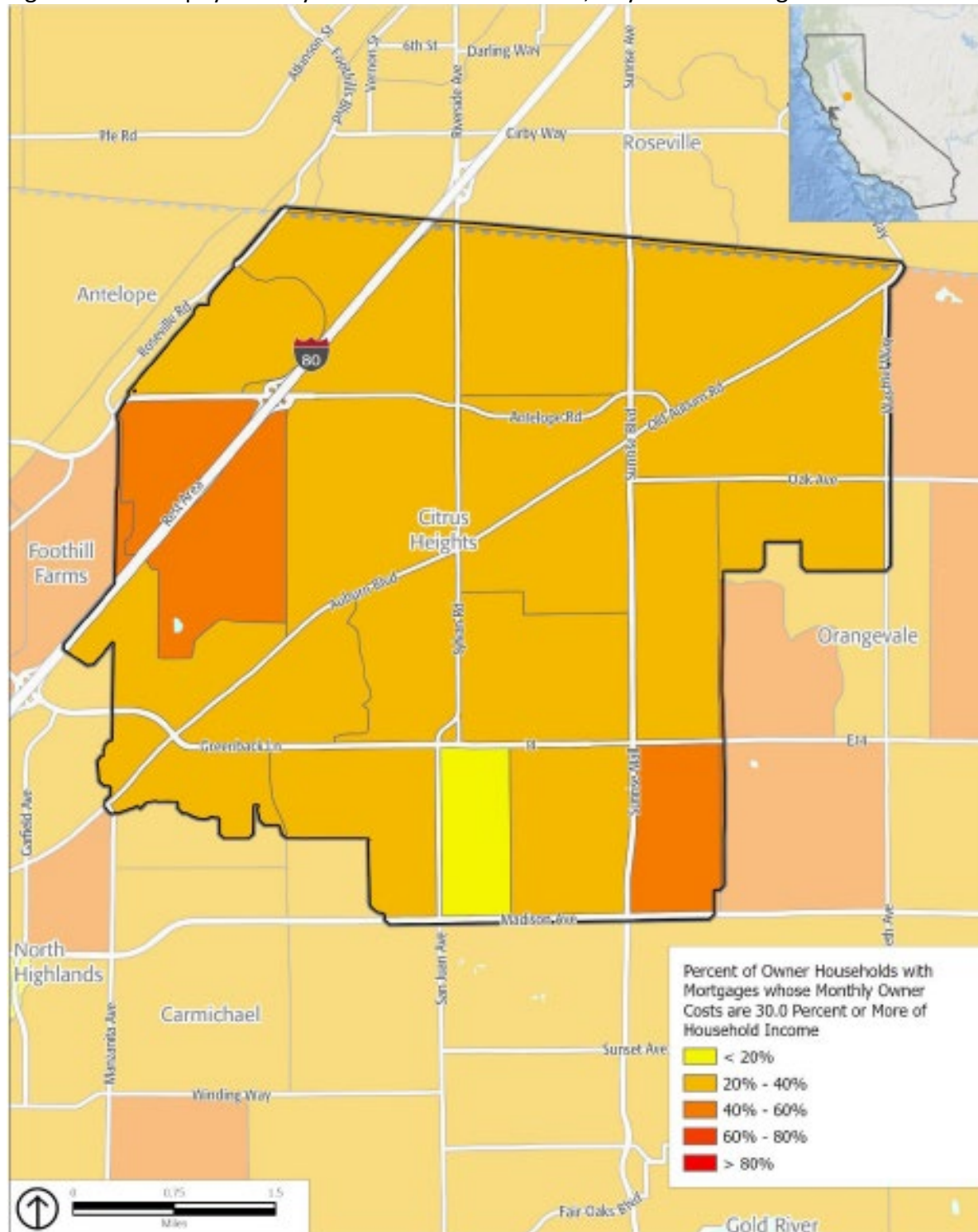
Source: HCD AFFH Data Resources and Mapping Tool, 2021. U.S. Census American Community Survey 5 Year Estimates 2010-2014 and 2015-2019.

Figure 19X: Overpayment by Homeowners 2010-2014, City of Citrus Heights



Source: HCD AFFH Data Resources and Mapping Tool, 2021. U.S. Census American Community Survey 5 Year Estimates 2010-2014 and 2015-2019.

Figure 20X: Overpayment by Homeowners 2015-2019, City of Citrus Heights



Source: HCD AFFH Data Resources and Mapping Tool, 2021. U.S. Census American Community Survey 5 Year Estimates 2010-2014 and 2015-2019.

Overcrowding

Overcrowding of residential units, in which there is more than one and half persons per room, can be a potential indicator that households are experiencing economic hardship and are struggling to afford housing. According to CHAS data from 2013-2017, at least 4.1 percent of households are overcrowded in Citrus Heights (see Table 2-24). Overcrowding in Citrus Heights is similar to overcrowding rates in the county (4.9 percent) but lower than the state average (8.2 percent). Most census tracts in the city are less than or equal to the statewide average of 8.2 percent; only two tracts in the city were over 8 percent overcrowded.

Substandard Housing

According to 2015-2019 American Community Survey data, less than 0.1 percent of housing units in Citrus Heights lacked either complete kitchen or plumbing facilities, 352 units and 135 units respectively. However, as discussed in Section 2.24, Condition of the Housing Stock, approximately 343 units may be dilapidated since they were built prior to 1939 and nearly 86 percent of the homes in the city were constructed prior to 1989 indicating potential need for repair or rehabilitation. Therefore, the Housing Element includes a program to assist homeowners to make needed home repairs.

Displacement Risk

The rising cost of housing is becoming an increasingly important housing security issue in the Greater Sacramento region, especially for renters. Gentrification, or the influx of capital and higher-income residents into working-class neighborhoods, is often associated with displacement, which occurs when housing costs or neighborhood conditions force people out and drive rents so high that lower-income people are excluded from moving in. Areas identified as sensitive contain populations that could be particularly susceptible to displacement in the face of exacerbated market-based pressures at the neighborhood-level. According to the UC Berkeley Urban Displacement Project, a census tract was flagged as a sensitive community if it met the following criteria as both vulnerable and experiencing market-based displacement pressure:

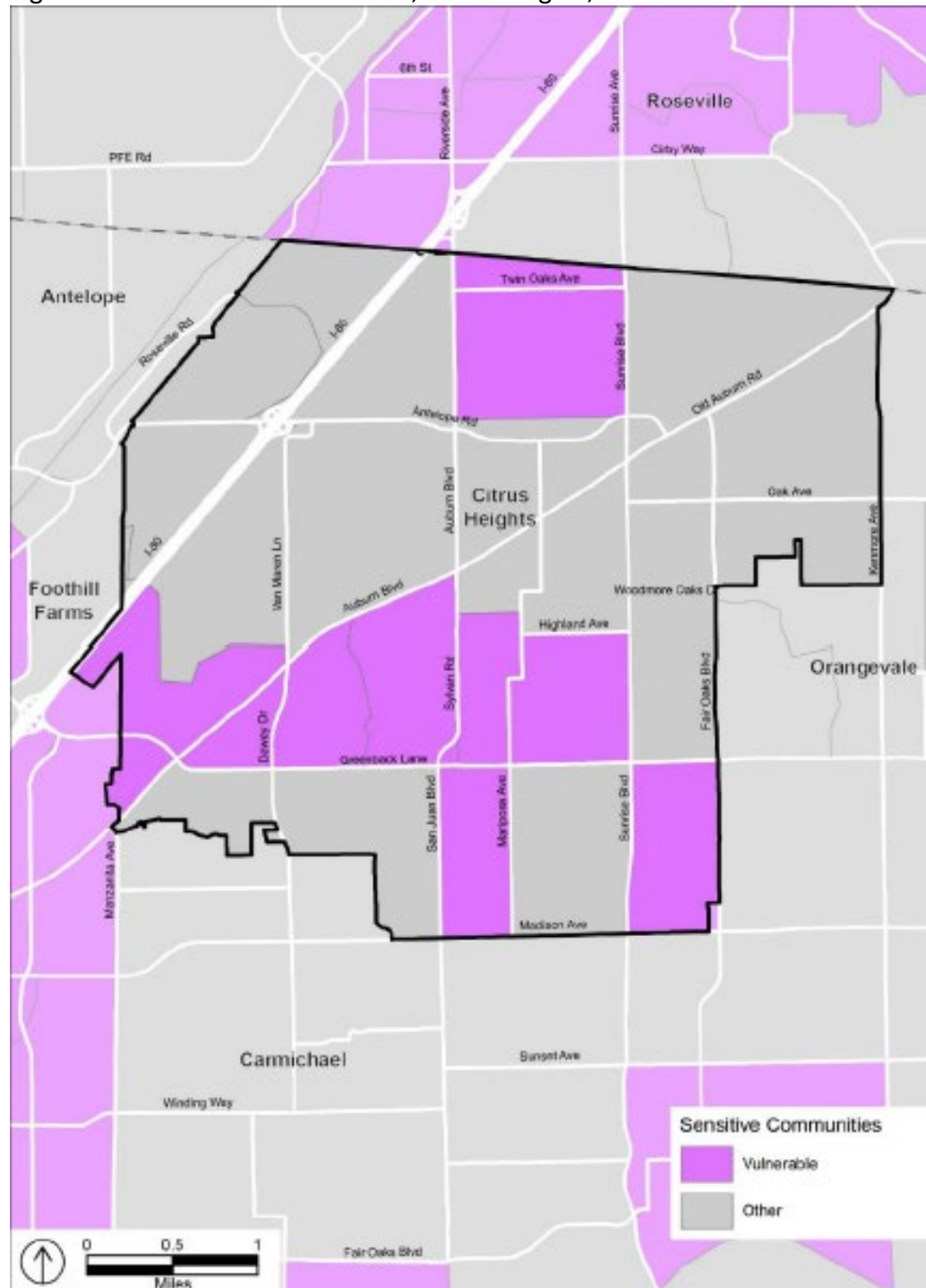
1. Proportion of very low-income residents was above 20 percent in 2017; and
2. The census tract meets two of the following criteria:
 - a. Share of renters is above 40 percent in 2017;
 - b. Share of people of color is above 50 percent in 2017;
 - c. Share of very low-income households (50 percent AMI or below) that are also severely rent burdened households is above the county median in 2017; or
 - d. Nearby areas have been experiencing displacement pressures.

According to these metrics, seven census tracts in Citrus Heights are susceptible to displacement because of the high proportion of households that are renters and low to moderate income (see

Figure 21X). The census tracts at-risk of displacement in the future are the neighborhoods in the southern part of the city along Greenback Lane and one tract north of Antelope Road.

AB 686 Fair Housing Assessment

Figure 21X: Sensitive Communities, Citrus Heights, 2013-2017



Source: HCD AFFH Data Resources and Mapping Tool, 2021. UC Berkeley Urban Displacement Project, U.S. Census American Community Survey 5 Year Estimates, 2013-2017.

Other Relevant Factors

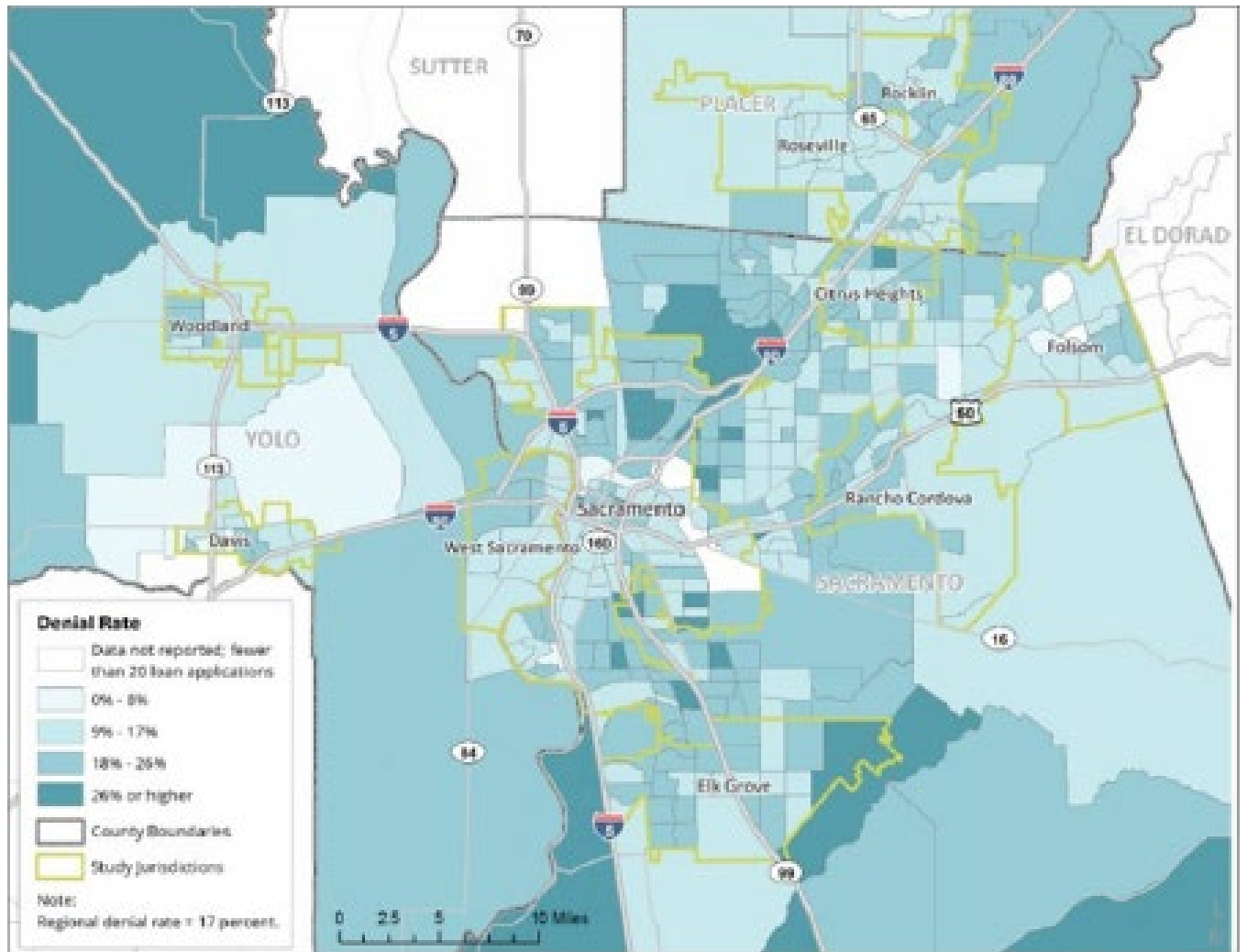
Regional Loan Denial Rates

Throughout the Sacramento Valley region, homeownership rates vary widely by race and ethnicity. However, all minority groups experience higher rates of loan denial than non-Hispanic White applicants. In addition, Hispanic/Latino households are more likely than any other group to receive a subprime loan. Subprime mortgages are a type of housing loan most often given to individuals that have weak credit history. Subprime mortgages carry higher interest rates, and thereby are more expensive, because there is a pre-determined higher risk of default. A concentration of subprime mortgages in areas with concentrations of minorities is a potential consequence of historically punitive practices, such as redlining. Despite efforts to reform long-standing practices of discrimination in the housing credit system, patterns of inequality still exist. The Great Recession and housing crisis brought to light the unusually high concentration of non-White residents with subprime mortgages and property foreclosures across the country.

In 2017, there were 89,838 loan applications filed in the Sacramento region for owner-occupied homes, 4.7 percent of loans were subprime, which is slightly higher than the national rate of 4 percent. There was a regional denial rate of 17 percent. These denial rates varied substantially by individual census tract. Figure 22X shows loan denial rates by census tract for the region.

According to the Sacramento Regional AI, low-income households and those receiving Section 8 housing choice vouchers were most likely to experience being denied housing to rent or buy. African American (53 percent), Native American (49 percent), and Hispanic respondents (42 percent) were more likely than non-Hispanic White (27 percent) or Asian survey respondents (21 percent) to have experienced denial of housing to rent or buy. Large families, households that include a member with a disability, and households with children under age 18 all experienced housing denial at rates higher than the region overall. Common reasons for being denied housing among survey respondents included income (including type of income), credit, and eviction history.

Figure 22X: Loan Denial Rates by Census Tract, Sacramento Region, 2017



Source: FFIEC HMDA Raw Data, 2017; Root Policy Research, 2020.

Rates of Homeownership

Homeownership is a powerful vehicle for counteracting rising housing prices and the effects of gentrification and displacement, especially for lower-income households. Although the citywide homeownership rate was 57 percent in 2019, not all racial and ethnic groups in Citrus Heights had the same likelihood of owning a home. As shown in Table 3X, residents who identified as non-Hispanic White or Asian had much higher rates of homeownership than the citywide average. In contrast, residents who identified as Black, Hispanic or Latino, or multiracial had much lower rates of homeownership and, thus, they are at higher risk of displacement from rising rental prices.

TABLE 3X: HOUSING TENURE BY RACE/ETHNICITY - CITY OF CITRUS HEIGHTS

	Owner Occupied		Renter Occupied		Total Occupied Units
	Number	Percent of Total	Number	Percent of Total	Number
WHITE NON-HISPANIC	15,680	61%	10,125	39%	25,805
BLACK	310	26%	881	74%	1,191
ASIAN	638	58%	464	42%	1,102
NATIVE HAWAIIAN AND OTHER PACIFIC ISLANDER	11	100%	0	0%	11
AMERICAN INDIAN AND ALASKAN NATIVE	101	51%	99	50%	200
SOME OTHER RACE	282	29%	679	71%	961
MULTIRACIAL (TWO OR MORE RACES)	715	50%	720	50%	1,435
HISPANIC OR LATINO	2,046	43%	2,696	57%	4,742
TOTAL	19,356	57%	14,723	43%	34,079

Source: U.S. Census, American Community Survey 5 Year Estimates 2015-2019, Table S2502.

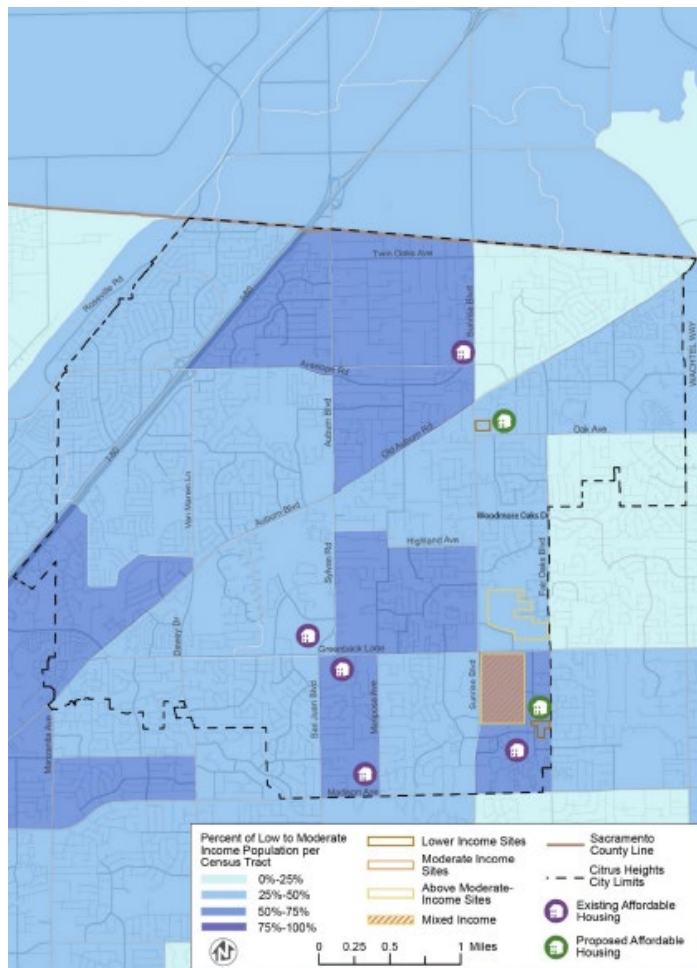
Sites Inventory

A primary goal of the assessment is to ensure available sites for lower-income housing are located equitably across a region and within communities with fair access to opportunities and resources. Ensuring that sites for housing, particularly lower income units, are in high resource areas rather than concentrated in areas of high segregation and poverty requires jurisdictions to plan for housing with regards to the accessibility of various opportunities including jobs, transportation, good education, and health services.

Figure 23X shows the location of vacant and underutilized sites in the sites inventory compared to the distribution of low and moderate income populations by census tract and Figure 24X shows these same sites in comparison to the TCAC/HCD Opportunity Areas. Both figures highlight the location of existing affordable housing and proposed affordable projects. An examination of the opportunity areas identified by HCD and TCAC shows that approximately half of all census tracts

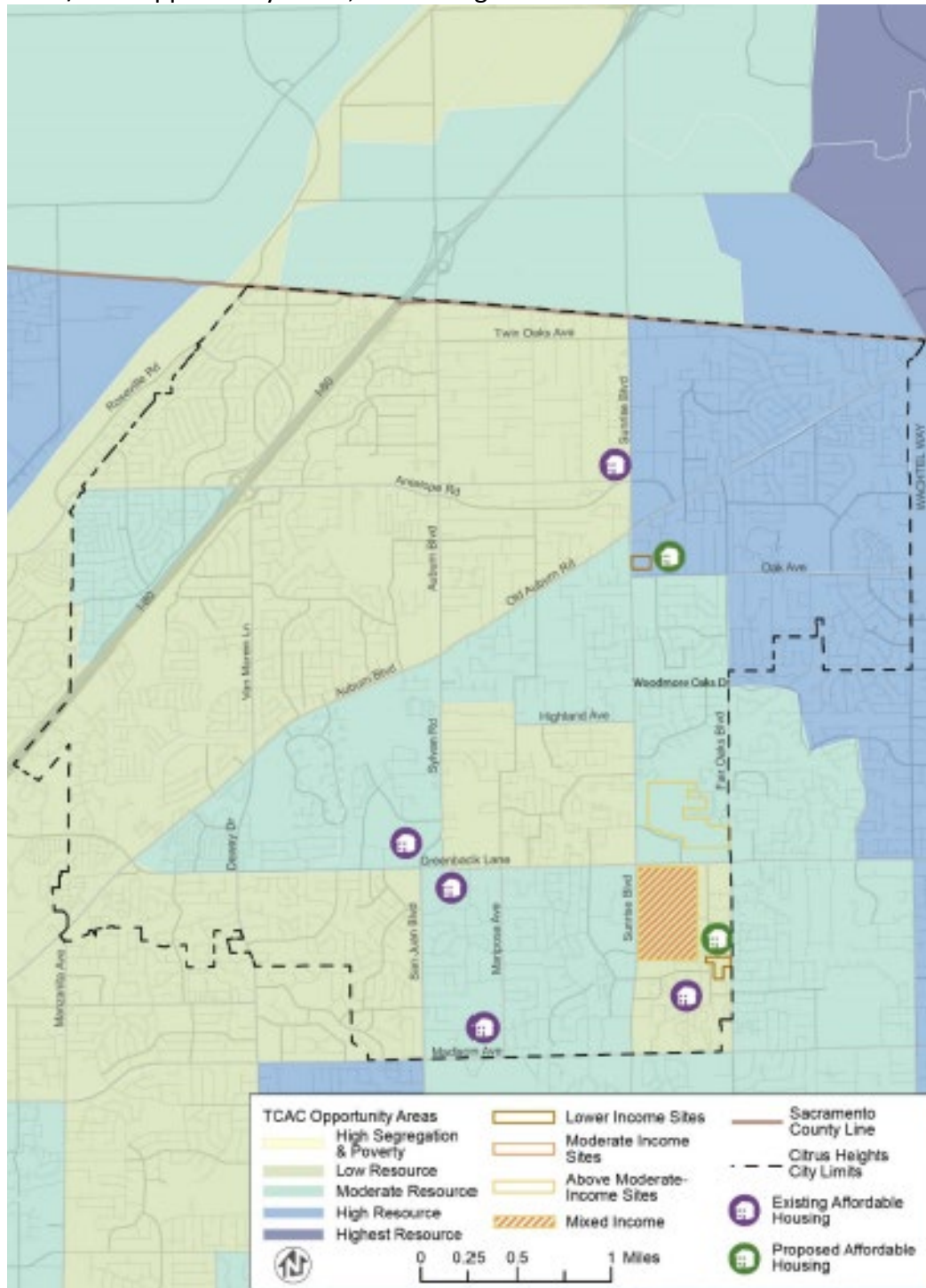
in Citrus Heights are low-resource (see Figure 13X). Using the statewide opportunity area map as an overlay to the City's sites inventory, the City was able to identify if any of the sites to accommodate lower-income households are located in high and/or moderate opportunity areas. The analysis revealed that Citrus Heights is largely a built-out community with limited sites available for new housing. The analysis does not indicate an overconcentration of sites in low resource areas. Of the two affordable housing developments proposed, one is located in a low resource and low-income area and the other is located in a high resource and high-income area. While a significant share of the RHNA is being met on the sites at the Sunrise Mall, which is in a census tract considered low resource, this area is targeted for investment in the future, which will increase access to transportation, infrastructure, amenities, and other resources. Additionally, any development on the mall site will be required to integrate all levels of affordability to ensure equitable housing opportunity.

Figure 23X: Sites Inventory and Existing and Proposed Affordable Developments in Relation to Low to Moderate Income Census Tracts, Citrus Heights



Source: U.S. Census Bureau, 2015-2019 American Community Survey 5-year estimates. California Department of Housing and Community Development AFFH Data and Mapping Tool. California Housing Partnership, Affordable Rental Housing Benefits Map, 2020. City of Citrus Heights, 2021. Ascent, 2021.

Figure 24X: Sites Inventory and Existing and Proposed Affordable Developments in Relation to TCAC/HCD Opportunity Areas, Citrus Heights



Source: U.S. Census Bureau, 2015-2019 American Community Survey 5-year estimates. California Department of Housing and Community Development AFFH Data and Mapping Tool. California Housing Partnership, Affordable Rental Housing Benefits Map, 2020. City of Citrus Heights, 2021. Ascent, 2021.

Fair Housing Issues, Contributing Factors, and Priorities, Goals, and Actions

Fair housing issues in Citrus Heights are primarily related to small, concentrated areas of poverty within areas of high diversity. Contributing factors to the City's fair housing issues include: (1) limited public and private investments in specific neighborhoods; and (2) an abundance of single-family housing. The City is taking several actions to address contributing factors to fair housing issues and affirmatively further fair housing throughout the city including:

Investment in Low Resource

- Sayonara Drive – The Housing Element includes Program 27.1.F to continue to take efforts to revitalize the Sayonara Drive Neighborhood, which has historically been low resourced. The City has already invested over \$6.2 million into the neighborhood and has leveraged the Community Reinvestment Act, and other resources, to acquire and demolish 15 substandard multi-family structures on Sayonara Drive. Moreover, the City's replacement housing plan calls for the future construction of a variety of housing types affordable to various economic segments of the community. The City's Permanent Local Housing Application includes funding to begin the pre-development work on this redevelopment project.
- Auburn Boulevard – The City and the region (via SACOG) have invested nearly \$40 million into transforming Auburn Boulevard into a complete street. The City prepared the Old Auburn Complete Streets Plan to develop a Complete Streets Plan for Old Auburn Road between Sylvan Corners and Fair Oaks Boulevard. This area is lacking adequate infrastructure such as sidewalk, drainage facilities, and lighting. The Complete Streets plan will result in public improvements and investments along this corridor and promote safe, convenient, and affordable transportation options. Furthermore, the Auburn Boulevard Specific Plan calls for leveraging public investment to encourage private investment along this corridor. The Specific Plan allows for over 600 units of flats, apartments, and mixed-use housing. The City approved a 46-unit townhome project at Sylvan Corners called Bear Paw Village. These efforts to facilitate mixed use development along Auburn Boulevard are enshrined in Program 25.3.A of the Housing Element.
- New Sylvan Property – After the San Juan Unified School District closed and Sylvan Middle School relocated, the City purchased the 12-acre property to ensure a cohesive plan was developed to meet City objectives. The City is currently under contract with a home builder to construct over 90 homes at various densities in this location, including 15 percent that will be affordable for lower-income families and individuals.
- Antelope Crossing Special Planning Area – The City adopted a Special Planning Area (SPA) at the Antelope Crossing, west of Interstate-80, to incentivize redevelopment of the property. The SPA allows for a mixture of housing types.
- Green Zones – The City has identified three Green Zones for the SACOG Green Means Go Pilot Project. These Green Zones include Auburn Boulevard (Sylvan Corners to Roseville), Sunrise Marketplace, and Antelope Crossing. Green Zones are areas where the City will promote infill, reduce regulatory and economic barriers to infill, and support new transportation options. By identifying Green Zones, the City is eligible for future SACOG funding to incentivize and promote housing along these corridors.

Overconcentration of Single Family

As a suburban community built substantially in the 1970s and 1980s, Citrus Heights is dominated by single family housing. As a city that is over 98% built out, limited opportunities exist to introduce new housing types. However, to support the development of multi-family housing the City has created a suite of tools to aid in the transition from commercial/retail development into housing opportunity:

- **Small Lot Housing Ordinance** – The City adopted a Small Lot Housing Ordinance in 2017 that allows the development of for-sale housing product on lots that are generally more challenging to provide multi-family housing due to the location, shape, and size of parcels suitable for housing available. These parcels are typically along commercial corridors such as Auburn Boulevard, Sunrise Boulevard, and Greenback lane. The Small Lot Housing Ordinance created a process to allow for smaller than typical lots for smaller housing products in the City.
- **Residential in Commercial Zones** – Since 2006, the City has allowed multi-family housing in all of its Commercial Zones. In 2020, the City expanded this policy and adopted a General Plan amendment to allow up to 40 units per acre in the GC, SC, and LC commercial zones.
- **ADUs** - The City's Permit-Ready Accessory Dwelling Units (PRADU) program — funded by a grant from the California Department of Housing and Community Development and set to launch in the summer of 2021 — will provide more than 10 different pre-approved plans for accessory dwelling units (see Program 25.1.C). The available plans will be offered in three different sizes, including a 496 sq. ft. studio unit, a 599 sq. ft. one bedroom/one bath unit, and a 749 sq. ft. two bedroom/one bath unit. By providing the PRADU plans for free to residents, each applicant saves an estimated \$6,500 in design fees, with additional savings from waived plan review fees.
- **Sunrise Tomorrow** – The Housing Element includes Program 25.3.B for the City to develop a Specific Plan for the Sunrise Tomorrow, 100-acre Sunrise Mall site. The Draft Specific Plan would allow up to 2,200 units of housing at varying densities, income levels, and product types ranging from flats, to townhomes, to apartments, and senior housing.

As part of the Housing Element's programs, the City is also taking additional actions to ensure fair housing. For example, the City will fund and educate, and be a conduit of information for, residents and landlords regarding the fair housing and landlord-tenant dispute services available to them in the community (HE Program 28.3.C). The City will also use any available funding, such as CDBG, HOME, and the General Fund, to support lower and moderate-income housing developments (HE Program 28.8). These actions and others will help to affirmatively further fair housing in Citrus Heights.



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: June 24, 2021

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

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

SUBJECT: Amendments to Master Fee Schedule

Summary and Recommendation

In December 2019, staff completed a comprehensive review of the City's User Fees which indicated that the General Fund was recovering approximately 54 percent of the actual cost of providing services associated with user fees. Based upon that analysis, the City Council adopted Resolution No. 2019-109 which made adjustments to the Master Fee Schedule to more accurately reflect the actual cost of services provided. Staff is proposing several adjustments to the current Master Fee Schedule including the addition of a General Plan Update Fee and Technology Fee in the Community Development and General Services Departments, the re-instatement of the False Alarm Fee in the Police Department (which was inadvertently omitted from the 2019 User Fee update) and several adjustments to Animal Services fees.

Staff recommends that the City Council adopt Resolution No. 2021-____, a Resolution of the City Council of the City of Citrus Heights, Amending and Restating the City User Fees and Establishing New Fees for Certain Services Provided.

Fiscal Impact

It is estimated that the proposed adjustments to the Master Fee Schedule will provide approximately \$150,000 in annual revenue.

Background and Analysis

Building/Planning/Engineering

General Plan Update Fee

An update to the City's General Plan must be completed approximately every 10 years at an estimated cost of \$650,000. A General Plan Update Fee is a fairly typical fee assessed by many municipalities as part of the building permit process. It is recommended that a General Plan

Update Fee of 6.0% of the building permit fee be implemented which would generate approximately \$65,000 per year. These funds would be set aside and accumulated to fund the cost of updating the City's General Plan, thereby reducing the burden on the General Fund. The General Plan Update Fee will be applied to construction projects only, not to standalone permits such as plumbing, mechanical, or electrical.

Technology Fee

Similar to the General Plan Update Fee, the City does not currently assess a Technology Fee as part of its permit process. The Technology Fee is intended to account for specific technology costs associated with plan review and permitting of development services, such as permitting software and portals. This is a typical fee assessed by many jurisdictions, and will be applied to building, planning, and engineering fees, as these functions are the primary users of the permitting software. It is estimated that a Technology Fee of 4.0% of the building permit fee will generate approximately \$70,000 per year which will provide a direct offset to current General Fund expenses for permitting systems used by Building, Planning and Engineering.

Police Department

Police Report

The Master Fee Schedule includes a Research and Data Compilation Fee of \$30 per hour. It is recommended that this fee be removed as the Government Code provides that only the cost of document duplication may be charged.

False Alarm Fee

Section 30-71 of the Citrus Heights Municipal Code states that "false alarms shall incur a service fee, calculated per a 12-month period, payable to the city. The amount of the fee shall be set forth in the schedule of fees adopted by resolution of the city council, as may be amended from time to time." The City has historically charged for second and subsequent false alarms with no charge for the first false alarm in any twelve month period. The False Alarm Fee was inadvertently omitted from the 2019 User Fee update. No increase to the False Alarm Fee is recommended at this time. The False Alarm Fee, as previously established is:

First False Alarm	\$0
Second False Alarm	\$75
Third False Alarm	\$150
Fourth False Alarm	\$200
Fifth and Subsequent False Alarms	\$250

Animal Services Fees

Several adjustments to Animal Services fees are recommended. It is proposed that the late fee for animal licensing be increased from \$15 to \$25, consistent with the current \$25 late fee charged for delinquent alarm permit renewals. It is also proposed that the Rabies Specimen Testing fee of \$236 be increased to \$283 to recover the actual cost paid by the City to Placer County and Sacramento County for rabies specimen collection and testing services. The City currently

charges a \$50 deposit for trap rental. The actual trap cost, depending on size, ranges from \$74 to \$90. It is recommended that the deposit for use of a trap be increased \$100. This deposit is fully refundable when the trap is returned. The final recommended adjustment to the Animal Services fees includes combining the Owner Surrender Fee (\$70), Owner Surrender-Litter Fee (\$75) and Owned Animal Disposal Fee (\$178) into a single Owner Surrender/Stray Cat Pickup Fee set at \$178. It is recommended that these fees be set at the same rate as they all require an Animal Services Officer to pick up the animal and in the case of a live animal, drive to Placer County. This is a courtesy service provided, as the owner of a live animal has the option of surrendering their animal to the animal shelter at a lower cost. While the City has not in the past charged for the cost of picking up stray cats, the cost is the same to dispatch an Animal Control Officer for this service. The fee would only be charged for the pick-up of a healthy cat as Section 8-44 of City Municipal Code allows stray cats in the City. There would be no charge for picking up a sick or injured cat.

The proposed amendments to the Master Fee Schedule discussed above were reviewed by the Finance and Administration Committee on May 24, 2021.

Attachments

(1) Resolution No. 2021-____ of the City Council of the City of Citrus Heights, California, Amending and Restating the City User Fees and Establishing New Fees for Certain Services Provided.

(2) Updated Master Fee Schedule.

RESOLUTION NO. 2021 - ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, AMENDING AND RESTATING THE CITY USER FEES AND
ESTABLISHING NEW FEES FOR CERTAIN SERVICES PROVIDED**

WHEREAS, the City of Citrus Heights (“City”) is empowered by California Government Code Section 66000 et seq. to impose reasonable fees, rates, and charges for municipal services, provided such fees do not exceed the cost to the City for providing the services;

WHEREAS, the City Council of the City of Citrus Heights has determined that in order to continue providing effective services for the public welfare, the City must establish fees for certain municipal services which accurately reflect the City’s true cost of providing such services;

WHEREAS, the City Council adopted Resolution No. 2019-109 on December 12, 2019, amending and restating the City’s user fees in the Master Fee Schedule;

WHEREAS, the City Council desires to enact several new fees and increase, remove or leave unchanged fees in the Master Fee Schedule, as attached to this Resolution as Exhibit A and incorporated into it by this reference;

WHEREAS, pursuant to Government Code Sections 66014, 66017 and 66018, the specific fees to be charged for certain services must be adopted by resolution, following notice and public hearing;

WHEREAS, pursuant to California Government Code Sections 66016 and 66018, the City Council has conducted at least one duly noticed public hearing with respect to the proposed fees prior to adoption of this Resolution;

WHEREAS, based upon all written and oral reports received, the City Council finds and determines that the proposed modifications and additions to the City’s user fees as set forth herein are necessary to reimburse the City for the costs of performing the various municipal and regulatory functions, and that these fees do not exceed the proportional cost of the service or benefit attributable to the fee payer.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Citrus Heights does hereby declare, find, determine and order as follows:

- A) The user fees in the Master Fee Schedule as set forth in “Exhibit A” are hereby adopted and approved as presented to become effective on August 1, 2021.
- B) All other provisions included in Resolution No 2019-19 including subsections B and C remain in effect.

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

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 24th day of June 2021, by the following vote, to wit:

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

Steve Miller, Mayor

ATTEST:

Amy Van, City Clerk

Exhibits

A. Master Fee Schedule



CITY OF CITRUS HEIGHTS

MASTER FEE SCHEDULE

**Effective January 1, 2021
With Proposed Updates Effective August 1, 2021**

	2021 Fee	Footnotes
<u>FINANCE FEES</u>		
Returned Check - First Check	\$25	
Returned Check - Each Subsequent Check	\$32	
Copies	\$0.20 B&W, \$0.25 color	Per Page
Notary	\$15	
Documentation	\$3	Per Media Type
<u>POLICE DEPARTMENT FEES</u>		
Police Reports		
Per Report	\$10 per report (1-40 pages) plus \$0.25 for additional pages over 40	
Research and Data Compilation	\$30	Per Hour
Processing Photographs		
Per Sheet	\$0.50	
Per CD	\$10	
Per Thumb Drive	\$15	
Subpoenas		
Administrative (<i>Subpoena Deuces Tecum</i>) Evidence Code 1563(b)	\$15	Deposit & Actual Cost
Civil Case Witness Fee - Gov't Code 68097.2 (b)	\$275	Deposit & Actual Cost
Towing Services		
Application & Administrative Fees (plus fingerprinting fees)		
Initial Application Fee	\$200	Including ID Card
Vehicle Tow Hearing	\$83	
Traffic Escort Services		
Administrative Fee	\$180	
Per Officer, Per Hour	Actual Cost	
Gun Safekeeping		
Administrative Fee	\$139	Per Case
Storage	\$1	Per Day, Per Gun
Unruly Gatherings		
Officer Called to Scene - First Response	\$0	
Officer Called to Scene - Second and Subsequent Responses (same address/same event)	Actual Cost	
Damage to City Property	Actual Cost	
Vehicle Identification Numbers		
VIN Verification Charge (individuals only)	\$50	
Stored or Impounded Vehicles		
Vehicle Release	\$180	
Vehicle Abatement	Actual Cost	
Vehicle Repossession		
Vehicle Repossession Fee	\$15	

	2021 Fee	Footnotes
Alarm Systems		
Alarm System Use Permit Fee (PALAR)	\$50	
Annual Alarm Permit Renewal Fee (PALRE)	\$15	
3 Year Alarm Permit Renewal Fee	\$35	
Failure to Register Alarm	\$250	
Late Fee	\$25	
False Alarm		
First False Alarm	\$0	
Second False Alarm	\$75	
Third False Alarm	\$150	
Fourth False Alarm	\$200	
Fifth and Subsequent False Alarms	\$250	
Audio & Video		
Audio Recording - Per 15 minutes of Audio	\$38	
Video Recording - Per 15 minutes of Video	\$53	
Clearance Letters - Residents Only		
Police Clearance	\$38	
Fingerprint Services/Livescan (Non-Criminal)		
Rolling Fee	\$25	Livescan or 1 Ink Card
FBI Processing Fee - <i>State Regulated</i>	Set By State	
DOJ Processing Fee - <i>State Regulated</i>	Set By State	
CACI (Child Abuse Index Fee)	Set By State	
Firearms Fee	Set By State	
Ticket Sign Off	\$16	
Background Checks for Office of Personnel Management	\$25	
Gaming Permit		
Casino Employee - New	\$136	
Casino Employee - Renewal	\$38	
Other - New	\$154	
Other - Renewal	\$47	
Animal Services		
Licensing		
Altered Animals		
1 year	\$15	
2 year	\$30	
3 year	\$40	
1 year Senior Citizen Discount Rate	\$10	62 years or older
2 year Senior Citizen Discount Rate	\$20	62 years or older
3 year Senior Citizen Discount Rate	\$25	62 years or older
Lifetime Registration for Altered, Micro-Chipped Cats	\$60	
Lifetime Registration for Altered, Micro-Chipped Cats - Senior Citizen Discount Rate	\$50	62 years or older
Unaltered Animals		
1 year	\$30	
2 year	\$60	
3 year	\$90	
Replacement Tags	\$14	
License Transfer	\$10	
Late Fee	45 \$25	

	2021 Fee	Footnotes
Impounds		
Altered Animals		
First Impound (licensed)	\$0	
First Impound (unlicensed)	\$30	
Second Impound*	\$125	
Third and Subsequent Impound*	\$267	
* On second, third and subsequent impounds; if animal is boarded, additional boarding fees (actual cost) will apply.		
For all unlicensed impounds, in addition to the current fee, owner must pay the fee to license their animal. (CA Department of Food and Agriculture Code 30804.5)		
Unaltered Animals		
First Impound	\$50	
Second Impound**	\$125	
Third and Subsequent Impound**	\$267	
** On second, third and subsequent impounds; if animal is boarded, additional boarding fees (actual cost) will apply.		
For all unaltered animals, in addition to the current fee, owner must pay the required fines set by the CA Department of Food and Agriculture Code 30804.7		
Livestock/Wildlife		
First Impound	Actual Cost	
Second Impound	Actual Cost	
Third and Subsequent Impounds	Actual Cost	
Hauling	Actual Cost	
Boarding		
Domestic Animals	Actual Cost	
Livestock/Wildlife	Actual Cost	
Quarantine	Actual Cost	
Owner Surrender	\$70	
Owner Surrender – Litter	\$75	
Other Fees		
Owned Animal Disposal	\$178	
Owner Surrender (deceased or alive) or Stray Cat Pickup	\$178	No charge for sick or injured stray cat pickup
Owner - Euthanasia	Actual Cost	
Home Quarantine	\$178	
Non-Home Quarantine	Actual Cost	
Rabies Specimen Testing	233 \$283	
Registration Fee -Vicious/Dangerous Animals	\$300	Not to Exceed
Animal Control Hearing	\$75	
Traps	\$50 \$100 Deposit	Refundable if trap returned
<i>All Animal Services Fees are levied in addition to any penalties imposed by Chapter 8 of the City of Citrus Heights Municipal Code and Section 30804.7 of the Food and Agricultural Code.</i>		

	2021 Fee	Footnotes
<u>BUILDING FEES</u>		
Flat Fees		
Permit Issuance Fee	\$72	
Electrical Permits		
<u>Service Panel</u>		
60 - 200 amps	\$60	
201 - 1,000 amps	\$119	
Over 1,000 amps	\$238	
Replacement of equipment panel	\$60	
Sign Circuits	\$60	
Temporary Power	\$60	
Receptacles, Switches, Fixtures	\$9	
Miscellaneous electrical supplemental to a separate trade	\$20	
Plumbing Permits		
Water Heaters	\$29	
Sewer Replacements	\$39	
Water Piping Systems	\$9	
Gas Piping Systems		
1 - 4 Outlets	\$39	
Each additional outlet over 4 outlets	\$9	
Backflow Devices		
1 - 5 Devices	\$20	
Each additional device over 5 devices	\$9	
Interceptors	\$60	
Fixtures	\$9	
Miscellaneous plumbing supplemental to a separate trade	\$20	
Mechanical Permits		
<u>Furnace, forced air</u>		
Up to 100,000 BTU	\$60	
Over 100,000 BTU	\$80	
Furnaces, other than forced air	\$119	
<u>Air Handlers</u>		
Up to 10 CFM	\$20	
Above 10 CFM	\$29	
Evaporative Coolers	\$29	
<u>Boilers</u>		
1 to 100 HP	\$20	
101 to 1,750 BTU	\$60	
Above 1,750 BTU	\$119	
Exhaust Hoods	\$60	
Vent Fans	\$20	
Duct Piping	\$29	
Fuel Piping	\$39	
Other Fees		

	2021 Fee	Footnotes
Inspections outside of normal business hours	\$152	Minimum 2 Hours
Reinspection fees assessed under the provisions of the CBC	\$152	
Inspections for which no fee is specifically indicated	\$152	
Additional plan review required by changes, additions, or revisions to plans	\$152	
Use of outside consultant for plan checking - beyond second submittal cycle	Actual Cost	
Investigation Fee	Double Permit Fee	
Plan Check Fee	65% of Building Permit Fee	
General Plan Update Fee	6% of Building Permit Fee	
Technology Fee	4% of Building Flat and Valuation-Based Fees	
Valuation-Based Fees		
Building Permit Fees		
Project Valuation \$1 to \$500	\$176	
Project Valuation \$501 to \$2,000		
First \$500	\$176	
Each Additional \$100 or fraction thereof	\$11.63	
Project Valuation \$2,001 to \$25,000		
First \$2,000	\$353	
Each Additional \$1,000 or fraction thereof	\$14.70	
Project Valuation \$25,001 to \$50,000		
First \$25,000	\$695	
Each Additional \$1,000 or fraction thereof	\$30.10	
Project Valuation \$50,001 to \$100,000		
First \$50,000	\$1,456	
Each Additional \$1,000 or fraction thereof	\$9.60	
Project Valuation \$100,001 to \$500,000		
First \$100,000	\$1,940	
Each Additional \$1,000 or fraction thereof	\$5.13	
Project Valuation \$500,001 to \$1,000,000		
First \$500,000	\$4,014	
Each Additional \$1,000 or fraction thereof	\$7.33	
Project Valuation \$1,000,001 to 5,000,000		
First \$1,000,000	\$7,718	
Each Additional \$1,000 or fraction thereof	\$4.01	
Project Valuation \$5,000,001 to \$10,000,000		
First \$5,000,000	\$23,926	
Each Additional \$1,000 or fraction thereof	\$2.14	
Project Valuation \$10,000,001+		
First \$10,000,000	\$34,732	
Each Additional \$1,000 or fraction thereof	\$1.07	

	2021 Fee	Footnotes
PLANNING FEES		
General Plan Amendment	\$16,884	
Specific Plan Amendment	\$13,399	
Rezone		
Less than 2 acres	\$12,507	
Greater than 2 acres	\$15,631	
Minor Variance	\$3,433	
Variance	\$6,502	
Zoning Ordinance Amendment	\$8,606	
Zoning Confirmation Letter	\$366	
Zoning Interpretation	\$1,833	
Minor Conditional Use Permit	\$5,150	
Minor Conditional Use Permit Modification	\$3,863	
Conditional Use Permit	\$8,082	
Modification of Conditional Use Permit	\$6,060	
Temporary Use Permit	\$225	
Temporary Sign Permit	\$150	
Condo Conversion Conditional Use Permit	\$10,059	
Condo Conversion Conditional Use Permit Modification	\$5,383	
Design Review Permit - Staff Level	\$4,751	
Design Review Permit Modification - Staff level	\$2,180	
Design Review Permit - Planning Commission	\$10,591	
Design Review Permit Modification - Planning Commission	\$5,866	
Tentative Parcel Map	\$7,260	
Parcel Map Extension - Planning Commission	\$4,156	
Tentative Subdivision Map	\$14,847	
Subdivision Map Extension - Planning Commission	\$4,331	
Vesting Tentative Subdivision Map	\$15,341	
Vesting Map Extension - Planning Commission	\$5,198	
Development Agreement (Planning Staff)	\$10,000	Deposit & Actual Cost
Amendment To Development Agreement	\$5,000	Deposit & Actual Cost
Development Agreement Annual Review	\$0	
Categorical Exemption + Notice of Determination	\$532	
Negative Declaration (In-House)	\$30,000	Deposit & Actual Cost
Mitigated Negative Declaration (In-House)	\$6,000	Deposit & Actual Cost
EIR Review and Admin	\$5,000	Deposit & Actual Cost
Mitigation Monitoring	\$5,000	Deposit & Actual Cost
Tree Removal Permit	\$30	
Comprehensive Sign Plan	\$300	
Bingo - Eligibility Certificate - <i>State Regulated</i>	\$50	State Regulated
Letter of Public Convenience & Necessity	\$2,426	
Sign Exception Process	\$3,674	
Appeals	\$250	
Technology Fee	4% of Planning and Business License Fees	
SB1186/AB1379 Disability Access & Educate Fee- <i>State Regulated</i>	\$4	
General Business License	\$91	
General Business License Late Fee- <i>Municipal Code Sec. 22-84</i>	\$25	
General Business License Renewal	\$70	
Special Business License	\$235	
Special Business License Renewal	\$163	
Massage Business License	\$203	

	2021 Fee	Footnotes
Massage Business License Renewal	\$203	
Massage Establishment License	\$411	
Massage Establishment Renewal	\$239	

	2021 Fee	Footnotes
ENGINEERING FEES		
Agreements - Deferral, Stormwater Vault/Access, Right of Way/Easement Abandonment, Reimbursement	\$1,117	Deposit & Actual Cost
Encroachment Permit - Residential Frontage (Driveway/ C, G & SW)	\$506	Flat Fee
Encroachment Permit - Multi-Family/ Commercial Frontage (Driveway, C, G, SW Replacement, and ADA Ramp Replacement)	\$1,213 < 45 linear ft or 200 sq ft; \$1,719 ≥ 45 linear ft or 200 sq ft	
Encroachment Permit - Minor	\$273	Flat Fee
Encroachment Permit - Utility Standard	\$1,517	Deposit & Actual Cost
Encroachment Permit - Monitoring Wells, Initial and Release		
Initial	\$1,112	Flat Fee
Monitoring	\$1,769	Flat Fee
Destruction	\$506	Flat Fee
Encroachment Permit - Blanket Permit		
Tier 1	\$5,055	Deposit & Actual Cost
Tier 2	\$15,165	Deposit & Actual Cost
Tier 3	\$40,440	Deposit & Actual Cost
Crack Seal Fee	\$1.80	Per Linear Foot
Mapping - Certificate of Compliance	\$1,011	Deposit & Actual Cost
Mapping - Lot Line Adjustment (LLA)	\$1,517	Deposit & Actual Cost
Mapping - Parcel Map Check, <4 Lots	\$5,055	Deposit & Actual Cost
Mapping - Subdivision Map Check, 5-25 Lots	\$5,055	Deposit & Actual Cost
Mapping - Subdivision Map Check, 26+ Lots	\$10,110	Deposit & Actual Cost
Miscellaneous - Maintenance Assessment District Set Up	\$6,066	Deposit & Actual Cost
Technology Fee	4% of Encroachment and Plan-Check Fees	
Transportation Permit - Single Trip - <i>State Regulated</i>	\$16	<i>State Regulated</i>
Transportation Permit - Annual - <i>State Regulated</i>	\$90	<i>State Regulated</i>
Off/On-Site Improvement Fees		
Plan Check		
<u>\$0-\$100,000 Valuation</u>		
Base Fee	\$2,528	Deposit & Actual Cost
Each \$1,000 or fraction thereof	\$40.00	
<u>\$100,001-\$1,000,000 Valuation</u>		
First \$100,000	\$6,572	Deposit & Actual Cost
Each additional \$1,000 or fraction thereof	\$38.00	
<u>Over \$1,000,000 Valuation</u>		
First \$1,000,000	\$41,148	Deposit & Actual Cost
Each additional \$1,000 or fraction thereof	\$31.50	
Inspection		
<u>\$0-\$100,000 Valuation</u>		
Base Fee	\$3,033	Deposit & Actual Cost
Each \$1,000 or fraction thereof	\$50.00	
<u>\$100,001-\$1,000,000 Valuation</u>		
First \$100,000	\$8,088	Deposit & Actual Cost
Each additional \$1,000 or fraction thereof	\$48.50	
<u>Over \$1,000,000 Valuation</u>		
First \$1,000,000	\$52,218	Deposit & Actual Cost
Each additional \$1,000 or fraction thereof	\$47.00	

	2021 Fee	Footnotes
FACILITIES FEES		
COMMUNITY CENTER		
Event Packages		
Small Event (8 Hours Min) - South Flex Rooms or 1/3 Hall w/ Kitchen A or B	\$177/\$202	\$700 Deposit
Medium Event (8 Hours Min) - 2/3 Hall w/ Kitchen A or B	\$227/\$278	\$1,200 Deposit
Large Event (8 Hours Min) - Full Community Hall w/ Full Kitchen	\$253/\$303	\$1,400 Deposit
Fundraising Large Package (10 Hours Min) - Full Hall, South Flex Rooms, East Flex Rooms, w/ Full Kitchen Use	\$329/\$430 Hour	\$2,600 Deposit
Fundraising Small Package (10 Hours Min) - 2/3 Hall, South Flex Rooms, w/ Kitchen A or B	\$197/\$253 Hour	\$1,400 Deposit
Room Rentals		
<u>South Flex Rooms (4 Hour Min)</u>		
Rooms A, B, and C	\$101/\$126 Hour	\$400 Deposit
Rooms A or B and C	\$81/\$101 Hour	\$300 Deposit
Room B or C	\$61/\$81 Hour	\$200 Deposit
<u>North Flex Rooms (2 Hour Min)</u>		
Rooms A and B	\$81/\$101 Hour	\$300 Deposit
Room A or B	\$40/\$61 Hour	\$175 Deposit
<u>East Flex Rooms (2 Hour Min)</u>		
Rooms A, B, C, and D	\$121/\$152 Hour	\$400 Deposit
Room A, B, C, or D	\$35/\$45 Hour	\$100 Deposit
Community Senior Center (2 Hour Min) - Center/Lounge/Patio - Available Mon-Fri after 5pm and Weekends	\$116/\$126 Hour	\$200 Deposit
<u>Community Hall (8 Hour Min)</u>		
Full Hall	\$222/\$278 Hour	\$1,000 Deposit
2/3 Hall	\$152/\$202 Hour	\$700 Deposit
1/3 Hall	\$126/\$152 Hour	\$400 Deposit
<u>Catering Kitchen (2 Hour Min)</u>		
Full Kitchen	\$86/\$116 Hour	\$1,000 Deposit
Kitchen A or B	\$71/\$101 Hour	\$500 Deposit
<u>Pre-Function and Reception Hall (6 Hour Minimum)</u>	\$126/\$142 Hour	\$200 Deposit
<u>Catering Fees - Non-Approved Caterer</u>	\$404 Use Fee	\$350 Deposit
<u>Audio Visual</u>		
Use Fee	\$101	
Consultation Fee	\$51 per Consultation	
Projector	\$51 Each	
Microphone/Lavaliere	\$25 Each	
Stage	\$51 per Section	
Portable Bar	\$76 Each	
Dance Floor	\$25 per Section	
SYLVAN CENTER		
Service Club, Organization, Non-Profit Recurring Meetings	\$76 Annual Rental Fee	\$250 Deposit
One-Time Use (8 Hour Max)	\$86	\$250 Deposit



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: June 24, 2021

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

FROM: Bill Zenoni, Interim Administrative Services Director

SUBJECT: Amendment to Police Department Budget for Fiscal Years 2021-22
and 2022-23

Summary and Recommendation

Staff recommends the City Council adopt Resolution No. 2021-____, approving amendments to the Fiscal Year 2021-22 and 2022-23 Police Department budget.

Fiscal Impact

The proposed budget amendment will appropriate \$2,541,434 in Fiscal Year 2021-22 and \$2,811,775 in Fiscal Year 2022-23 for a total of \$5,353,210 from the City's allocation of 2021 American Rescue Plan Act funds.

Background and Analysis

The American Rescue Plan Act (ARPA) was signed into law by President Biden on March 11, 2021. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 602 establishing the Coronavirus State Fiscal Recovery Fund and section 603 establishing the Coronavirus Local Fiscal Recovery Fund. The Fiscal Recovery Funds are intended to provide support to state and local governments in responding to the COVID-19 public health emergency and its economic impacts. Of the total \$1.9 trillion ARPA funding, \$130 billion has been allocated to cities and counties. The City of Citrus Heights has been notified that its allocated share of these funds is \$15,676,972 with one-half of the funds (\$7,838,486) received in May and the remaining funds to be distributed in May 2022.

The City Council received information on the ARPA funding on June 10, 2021. While the final guidelines for expenditure of these funds are still being developed by the U.S. Department of Treasury, the recently issued Interim Final Guidelines identify the rebuilding of public sector capacity – including rehiring public sector staff to pre-pandemic levels - as an eligible expenditure.

Of the 147.5 authorized full-time equivalent positions in the Police Department, 26 positions were unfunded in the recently adopted budget for Fiscal Years 2021-22 and 2022-23. There were also 2 authorized part-time extra help positions for which funding was not available when the two-year budget was prepared. Of these 28 authorized but unfunded positions, 22 were filled in January 2020 prior to the pandemic and were not re-filled as subsequent vacancies occurred due to lack of funding. These 22 vacant positions are eligible for funding with ARPA funds. It is staff's recommendation that \$5,353,210 of the City's ARPA funding be allocated to re-filling the following 22 public safety positions in the Police Department:

<u>Full-Time</u>	
Police Sergeant	2
Police Officer	12
Crime Scene/Property Evidence Specialist	1
Police Dispatcher	2
Police Dispatch Assistant	1
Records Assistant	1
Program Assistant	1
<u>Extra Help-Part-time</u>	
Community Services Officer – Extra Help	<u>2</u>
Total	22

The remaining unfunded positions in the Police Department include 1 Police Officer, 1.5 Community Services Officers, 2 Records Assistants, 1 Program Assistant and 0.5 Dispatch Assistant. As these positions were unfilled prior to the onset of the COVID-19 pandemic, it is unclear at this time under the current guidelines whether they would be eligible for funding with ARPA funds.

If approved, staff will immediately begin the recruitment process for filling these vacant positions. While several of these positions may be filled immediately, the extensive recruitment process and subsequent training will occur over the remainder of the 2021 calendar year.

Attachments

1. Resolution Approving Amendments to the Fiscal Year 2021-22 and 2022-23 Police Department Budget

RESOLUTION NO. 2021 - ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS
HEIGHTS, CALIFORNIA, APPROVING AMENDMENTS TO THE
FISCAL YEAR 2021-22 AND 2022-23 POLICE DEPARTMENT BUDGET**

WHEREAS, on April 22, 2021, the City Council adopted the Budget for the City of Citrus Heights for Fiscal Years 2021-22 and 2022-23;

WHEREAS, subsequent to adoption of the budget, the City of Citrus Heights received funding from the American Rescue Plan Act (ARPA);

WHEREAS, rehiring public sector staff, up to the pre-pandemic staffing level has been determined to be an eligible use of ARPA funds by the United States Treasury;

WHEREAS, public safety staffing in the Police Department has been significantly reduced during the past year; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of the City of Citrus Heights to restore public safety staffing in the Police Department to the pre-pandemic level.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Citrus Heights approves amendments to the Fiscal Year 2021-22 and Fiscal Year 2022-23 Budget as provided below:

	<u>Fiscal Year 2021-22</u>	<u>Fiscal Year 2022-23</u>
Budget Amendment	\$ 2,541,434	\$ 2,811,775
<u>Department</u>		
Police		
<u>Fund</u>		
General Fund/American Rescue Act Funds		

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 24th day of June, 2021, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Steve Miller, Mayor

ATTEST:

Amy Van, City Clerk



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: June 24, 2021

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

FROM: Meghan Huber, Economic Development and Communications Manager

SUBJECT: **Resolution of Intention to Renew the Sunrise MarketPlace Property and Business Improvement District**

Summary and Recommendation

The Sunrise MarketPlace Property and Business Improvement District (SMPPBID) is coming to the end of its current term (2015 – 2021) and is working toward renewal of the organization. Staff recommends the adoption of a Resolution of Intention to Renew the Sunrise MarketPlace Property and Business Improvement District. Adoption of this Resolution will result in a public hearing on August 12, 2021 on the renewal of the SMPPBID and the levy of assessments on property owners.

Fiscal Impact

There is no fiscal impact with this action.

Background and Analysis

The SMPPBID is a benefit assessment district created in 2000 whose main goal is to provide improvements and activities, which constitute and convey a special benefit to assessed parcels. This approach has been used successfully in other cities throughout the country to provide special benefits to property owners, namely increased sales, attraction of new tenants, increased occupancies, and specifically increased property values. Since its' initial term, the SMPPBID has been renewed every five (5) years, with the most recent renewal being in 2014 for a seven (7) year term.

SMPPBID property owners decided to pursue renewal of the SMPPBID in order to continue a revenue source devoted to providing special benefits to assessed property owners. If renewed, the SMPPBID would generate approximately \$847,420 in assessment revenue on an annual basis for district enhancement programs, economic development, and related policy development and

administration services that are above and beyond those provided by the City of Citrus Heights (City) and other government agencies.

MANAGEMENT DISTRICT PLAN

The Management District Plan (Plan) (**Attachment 1**) includes the proposed boundary of the SMPPBID, a service plan, assessment methodology, budget, proposed means of governance, and Engineer's Report. The SMPPBID is located in a regionally important commercial district of the City of Citrus Heights that is anchored by the Sunrise Mall. The boundaries of the SMPPBID are shown on the map in the Plan.

The renewed SMPPBID will have a three (3) year life beginning January 1, 2022 and ending December 31, 2024. Near the end of the term, the petition, ballot, and City Council hearing process must be repeated for the SMPPBID to be renewed.

The assessment rate (cost to the parcel owner) is based on parcel type and parcel size. The initial annual rate to each parcel is shown in the table below. The rate will not be increased during the term of the district.

Parcel Type	Assessment Rate (per sq. ft.)
Retail	\$0.0669
Other Commercial	\$0.0369

Assessments will be collected annually on the County-administered property tax bill so, for example, the assessment for Calendar Year 2022 will be collected by the County on the 2021-2022 property tax bill, which has two equal installments payable in December, 2021 and April, 2022. Sunrise MarketPlace, Inc. will continue to serve as the Owners' Association for the SMPPBID.

SMPPBID RENEWAL PROCESS

June 24, 2021

RESOLUTION OF INTENTION HEARING

Upon the submission of a written petition, signed by the property owners in the renewed SMPPBID who will pay more than fifty percent (50%) of the assessments proposed to be levied, the Citrus Heights City Council (Council) may initiate proceedings to renew the SMPPBID by the adoption of a resolution expressing its intention to renew the SMPPBID.

Petition Status: Petitions in favor of SMPPBID renewal were submitted by 36 property owners, which represent 60.16% of the total SMPPBID assessment. This majority petition allows the Council to initiate proceedings for SMPPBID renewal at the June 24, 2021 meeting.

June 25, 2021

NOTICE & PROPOSITION 218 BALLOT

The Property and Business Improvement District Law of 1994 and Proposition 218 require that the City mail written notice and assessment ballots to the owners of all property proposed to be assessed within the renewed SMPPBID. Mailing the notice and assessment ballot begins a mandatory forty-five (45) day period in which owners may cast ballots.

August 12, 2021

FINAL PUBLIC HEARING

Council will open a public hearing and receive public testimony. At the end of testimony, Council will close the public hearing and direct tabulation of assessment ballots submitted and not withdrawn to determine whether there is a majority protest against the assessment. A majority protest exists if the ballots in opposition to the proposed assessment exceed the ballots in support of the proposed assessment, weighted by the amount each owner will pay. If there is no majority protest, Council may adopt a resolution declaring the results of the majority protest proceedings and renewing the SMPPBID.

Attachments

1. Resolution of Intention to Renew the Sunrise MarketPlace Property and Business Improvement District
2. Management District Plan

RESOLUTION NO. 2021-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS
HEIGHTS DECLARING ITS INTENTION TO RENEW THE SUNRISE
MARKETPLACE PROPERTY AND BUSINESS IMPROVEMENT
DISTRICT**

WHEREAS, the Property and Business Improvement District Law of 1994, Streets and Highways Code §36600 et seq., authorizes cities to establish property and business improvement districts to provide improvements and activities which specially benefit assessed properties; and

WHEREAS, the Sunrise MarketPlace Property and Business Improvement District (“SMPPBID”) was established in 2000, and has been renewed every five (5) years since, most recently in 2014 for a seven (7) year term; and

WHEREAS, incorporated herein by this reference is the SMPPBID Management District Plan (“Plan”), which provides for improvements and activities which will specially benefit assessed properties; and

WHEREAS, owners of properties within the renewed SMPPBID have submitted petitions asking that the City Council renew the SMPPBID. Included with each petition was a Plan summary including a map showing the boundaries of the SMPPBID. The petitions, the boundary map, and the Plan are on file with the City Clerk; and

WHEREAS, the Plan provides for the following improvements and services within the SMPPBID, all of which are intended to provide and constitute special benefits to assessed properties: district enhancement programs, economic development, and related policy development and administration. The Plan proposes to fund these improvements and services through the levy of a benefit assessment on real property within the SMPPBID.

**BASED ON THE FOREGOING RECITALS, THE CITY COUNCIL OF THE
CITY OF CITRUS HEIGHTS RESOLVES AS FOLLOWS:**

Section 1. The recitals set forth herein are true and correct.

Section 2. The City Council finds that property owners who will pay more than fifty percent (50%) of the assessment proposed in the Plan have signed petitions. The City Council accepts the petitions and intends to renew the SMPPBID and to levy an assessment on real property within the SMPPBID boundaries in accordance with the Property and Business Improvement District Law of 1994. In the first year of the three (3) years year term, the total proposed assessment budget is approximately \$847,420.

Section 3. The assessment will be imposed on real property at the following rates:

Parcel Type	Assessment Rate (per sq. ft.)
Retail	\$0.0669
Other Commercial	\$0.0369

Section 4. The City Council finds that the Plan satisfies all requirements of Streets and Highway Code section 36622.

Section 5. The exterior boundaries of the SMPPBID are shown on the map attached hereto as Exhibit A.

Section 6. Bonds shall not be issued for the SMPPBID.

Section 7. The time and place for the public hearing on the establishment of the SMPPBID and the levy of the proposed assessment are set for 7:00 on August 12, 2021, at City Hall, 6360 Fountain Square Drive, Citrus Heights, CA 95621. The City Council may continue the public hearing from time to time.

Section 8. The City Clerk is directed to give notice of the time and place of the public hearing in accordance with Streets and Highways Code section 36623. The City Clerk is to do this by mailing (or causing to be mailed) written notices and assessment ballots in the time, form, and manner provided by Government Code section 53753 to all persons who own real property within the renewed SMPPBID and will be subject to the proposed assessment, no later than June 28, 2021. The City Clerk is further directed to file an affidavit with the City Council when all notices and ballots have been mailed, setting forth the time and manner of his or her compliance with the requirements of law for mailing the notices and ballots.

Section 9. At the public hearing, the City Council will consider all objections or protests to the proposed assessment, and any interested person will be permitted to present written or oral testimony. At the conclusion of the public hearing, all ballots submitted and not withdrawn will be tabulated in accordance with Government Code section 53753.

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

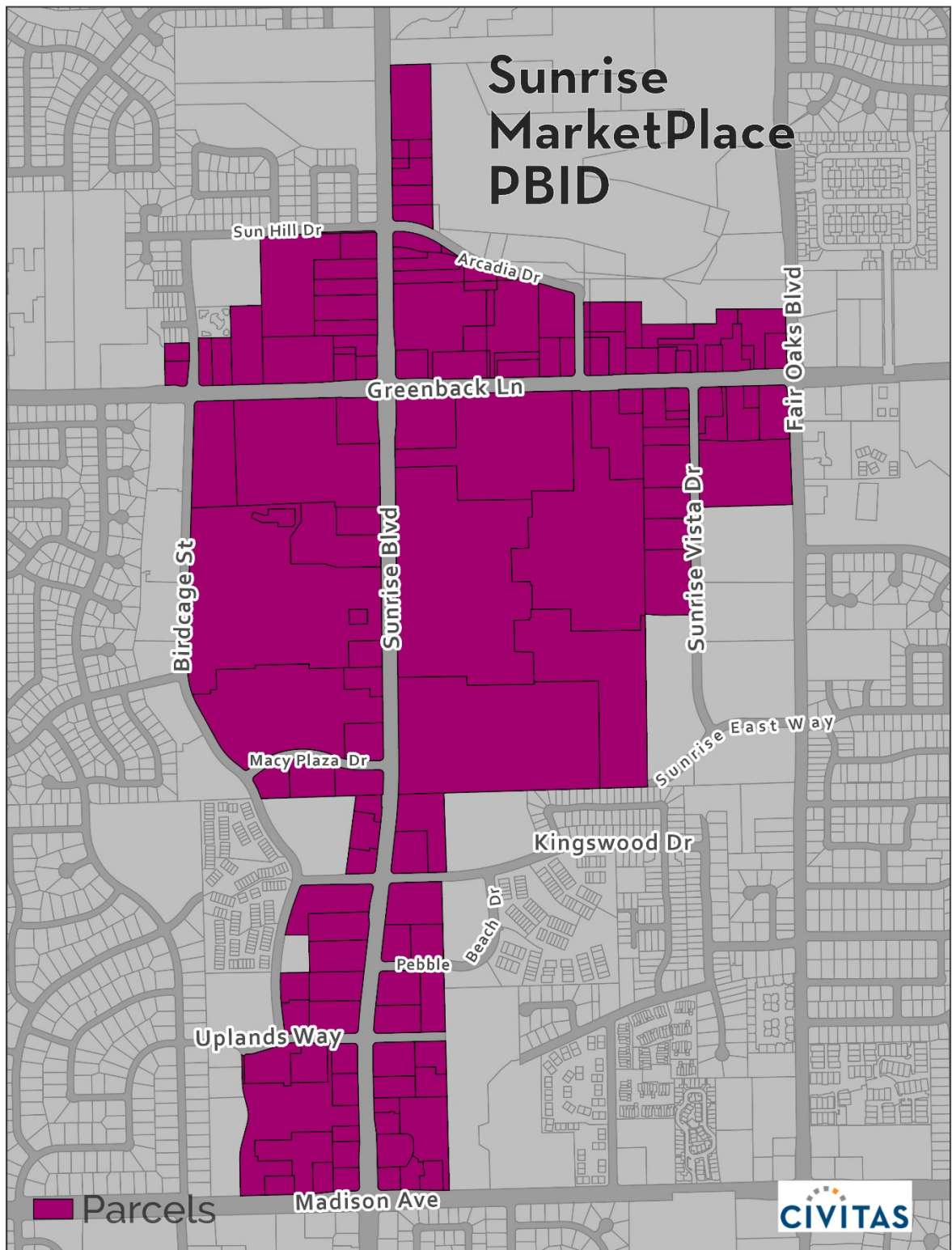
PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 24 day of June 2021 by the following vote, to wit:

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

Steve Miller, Mayor

ATTEST:

Amy Van, City Clerk





SUNRISE MARKETPLACE PROPERTY AND BUSINESS IMPROVEMENT DISTRICT MANAGEMENT DISTRICT PLAN

Prepared pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq.

January 18, 2021

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I. OVERVIEW

The Property and Business Improvement District Law of 1994 (Str. & Hwy Code Sec. 36600 *et seq.*) (the “Law”) permits cities to establish Property and Business Improvement Districts (“PBID”s), and to levy assessments against real property in the PBID to fund improvements, maintenance and activities that provide special benefits to property in the PBID. A PBID is a program of a city, but is often administered under contract by a local nonprofit organization.

This Management District Plan (“MDP”) proposes a three-year renewal pursuant to the Law for the existing Sunrise MarketPlace Property and Business Improvement District (“SMPPBID”). If the renewal is approved, the SMPPBID, which is currently scheduled to terminate on December 31, 2021, would be extended through December 31, 2024. This MDP would govern SMPPBID during the period from January 1, 2022 through December 31, 2024. If the renewal is approved, the City of Citrus Heights would contract with Sunrise MarketPlace, Inc. to administer the SMPPBID program and provide the SMPPBID’s activities and services.

Location: The SMPPBID is located in a regionally important commercial district of the City of Citrus Heights that is anchored by the Sunrise Mall. The boundaries of the SMPPBID are shown on the map on page 5. The district is not divided into multiple benefit zones.

Purpose: The purpose of the SMPPBID is to provide activities and improvements that convey special benefit to assessed parcels. The SMPPBID will provide district enhancement programs, economic development, and related policy development and administration directly and only to assessed parcels within its boundaries.

Budget: The SMPPBID annual assessment budget for the initial year of its three-year renewal period is anticipated to be \$847,420. The assessment funds will be supplemented by non-assessment funds (such as grants and event income), so that the total budget for the initial year is estimated at \$892,757.05.

Cost: The assessment rate (cost to the parcel owner) is based on parcel type and parcel size. The initial annual rate to each parcel is shown in the table below. The rate will not be increased during the term of the district.

Parcel Type	Assessment Rate (per sq. ft.)
Retail	\$0.0669
Other Commercial	\$0.0369

Assessments will be collected annually on the County-administered property tax bill so, for example, the assessment for Calendar Year 2022 will be collected by the County on the 2021-2022 property tax bill, which has two equal installments payable in December, 2021 and April, 2022.

No bonds will be issued in connection with the SMPPBID.

Renewal: State law gives the City Council of the City of Citrus Heights discretion to extend the life of the SMPPBID beyond its current December 31, 2021 sunset. The Council cannot

exercise its discretion to initiate proceedings to renew the SMPPBID unless it receives a petition for renewal from property owners who will pay more than 50 percent of the assessments proposed to be levied.

If the Council receives a petition and chooses to initiate renewal proceedings, the City will conduct a mail ballot protest proceeding as part of which, at least 45 days prior to the public hearing on renewal, a notice and ballot will be mailed to the owner of each parcel of real property subject to the assessment. If, as of the close of the public hearing, the number of ballots returned in opposition to renewal (weighted by the amount of the assessment upon the property for which the ballot is submitted) exceeds the number of ballots returned in support of renewal (also so weighted), then the Council may not renew the SMPPBID. This event is known as a majority protest. If there is no majority protest, then the City Council may decide to renew the SMPPBID.

Duration: This SMPPBID renewal will have a three-year term, beginning January 1, 2022 and ending December 31, 2024. If the renewal is not approved, the current term of the SMPPBID will end December 31, 2021. If this renewal is approved, any further extension of the SMPPBID's life beyond 2024 will require another renewal proceeding.

Management: Sunrise MarketPlace, Inc. will continue to serve as the Owners' Association for the SMPPBID.

II. BACKGROUND

Formation

The City of Citrus Heights was incorporated in 1997. One of its first acts was to recommend creating a Property Based Business Improvement District (PBID) to address growing competition in the region and maintain the viability of the City's primary economic engine. City staff and property owners worked together to form the Sunrise MarketPlace PBID (SMPPBID). Property owners paying nearly 65% of the total annual assessment signed positive petitions to establish the District. Of those property owners who sent in signed ballots, 85% voted to establish the District.

First Term 2000 – 2004

The first PBID term was for five years (the maximum allowed by law at the time) and ran from 2000 through 2004. Assessment rates: properties zoned for retail: \$.04 per square foot of land per year and business professional uses at: \$.02. The annual budget of \$495,000 was not increased throughout the first term. Boundaries included approximately 10 blocks in the City of Citrus Heights that includes an area around Sunrise Boulevard and Greenback Lane. Services included:

- ***Identity and branding-*** programs and marketing created a cohesive destination of hundreds of businesses. Installation of wayfinding signage and banners to note the physical boundaries of the District were installed.
- ***Marketing: activities*** included advertising, direct mail, website, and other means were utilized to promote businesses and drive traffic.
- ***Special Events-*** activities were implemented to create awareness and drive traffic to the District and create an emotional connection with consumers. The District hosted Billie Jean King's World Team Tennis (WTT) tournament from 2002 through 2005, which brought star players such as Andre Agassi, John McEnroe, and many others.
- ***Market Research/Strategic Planning:*** on site intercept and telephone surveys were completed to obtain demographic and psychographic data.
- ***Economic Development-*** programs were launched in conjunction with the City and local brokers to retain and attract businesses.
- ***Advocacy-*** efforts were launched to promote business interests and allow the business community to speak with one voice.

Second Term 2005-2009

In 2005, the SMPPBID was renewed for a second term. Property owners paying nearly 70% of the total annual assessment signed positive petitions to establish the District. Of those property owners who sent in signed ballots, 64% voted to renew the District.

The second term was for five years (the maximum allowed by law at the time) and ran from 2000 through 2004. Assessment rates: properties zoned for retail: \$.05 per square foot of land per year and business professional uses at: \$.025. The annual budget of \$625,000 was not increased throughout the second term. Boundaries and Services did not change with a primary focus on marketing and special events. The District hosted the World Team Tennis in 2006 featuring Anna Kournikova. In 2007/08, the SMPPBID worked with the City to develop a comprehensive, long-term vision for the District. In 2008,

“LocateinSMP” was launched to provide brokers with information and promote vacant spaces in the District.

Third Term 2010-2014

In 2010, the SMPPBID was renewed for a third term. Property owners paying 58% of the proposed assessment, signed positive petitions to renew the District. Of those property owners who sent in signed ballots, 92% voted to renew the District.

The third PBID term was for also for five years and ran from 2010 through 2014. Assessment rates were not increased: properties zoned for retail: \$.05 per square foot of land per year and business professional uses at: \$.025. The annual budget of \$625,000 was not increased throughout the second term. Boundaries and Services did not change with a primary focus on large signature special events with the goal of reaching a broader audience and driving traffic to the District. The District hosted the WTT League from 2011 thru 2013 featuring star players such as Venus Williams and the Bryan Brothers. In 2012 and 2013, the SMPPBID hosted a multi-million-dollar concert series featuring talent such as Blondie, DEVO, America, Blue Oyster Cult and many others drawing nearly 25,000 to the District.

Fourth Term 2014-2021

In 2014, the SMPPBID was renewed for a fourth term. Property owners paying 53.6% of the proposed assessment, signed positive petitions to renew the District. Of those property owners who sent in signed ballots, 71% voted to renew the District.

In the fourth (current) term, SMPPBID increased the term to seven years, running from 2014 through 2021. Assessment rates were also increased: properties zoned for retail: \$.06 per square foot of land per year and business professional uses at: \$.03. The annual budget of \$753,000 was not increased throughout the second term. Boundaries and Services remained the same with an emphasis on special events and increased social media presence. In 2015, the District hosted World Team Tennis a final time featuring Serena Williams.

In 2016, the SMPPBID partnered with emergency service providers such as FEMA, OES, City of Citrus Heights, the police department, Sacramento Metro Fire, and many others to produce Dare to Prepare a comprehensive emergency preparedness event for the community. In 2019, the SMPPBID celebrated 20 years with a variety of events and promotions. In 2020, the SMPPBID contracted with the Citrus Heights Police Department for an officer dedicated to patrolling the District 40 hours per week. The SMPPBID also provided support for business and property owners in response to COVID related business impacts. Support included: PPE, signage, social distancing materials and additional marketing.

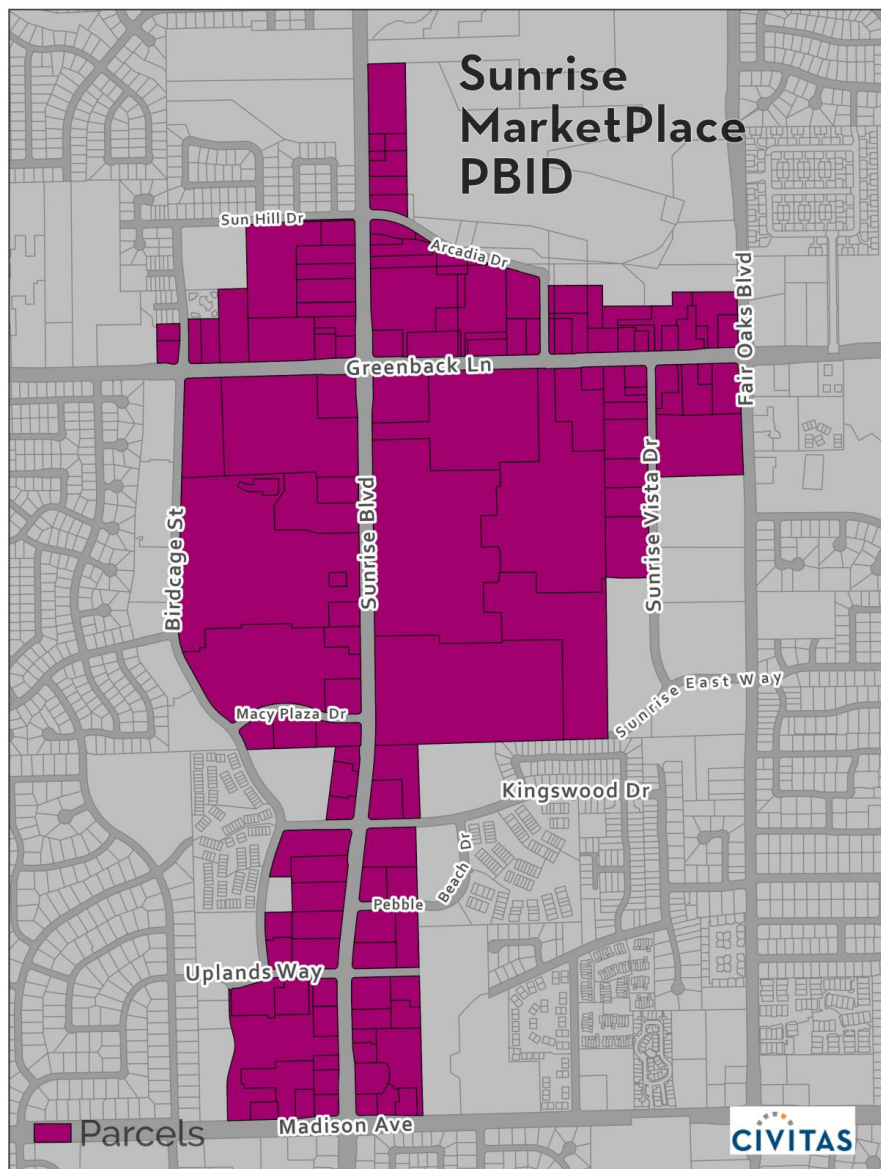
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III. BOUNDARIES

The boundaries of the SMPPBID are not proposed to change for this renewal.

The exact boundaries of the SMPPBID are shown on the map on the next page, and a more detailed map is included as Appendix 5 to this MDP. The boundary generally includes parcels along both sides of Sunrise Boulevard between Madison Avenue in the south and Arcadia Drive in the north; parcels along the east side of Sunrise Boulevard north of Arcadia Drive as depicted on the map parcels along both sides of Greenback Lane between Birdcage Street in the west and Fair Oaks Boulevard in the east. However, the map governs which parcels are included in the SMPPBID.

The service area currently includes one-hundred and thirty-nine (139) properties with seventy-one (71) property owners.



IV. SERVICE PLAN & BUDGET

A. Improvements, Maintenance and Activities

The SMPPBID will provide supplemental improvements, maintenance and activities that are customarily above and beyond those provided by the City and other government agencies. The improvements and activities will be provided directly and only to assessed parcels; they will not be provided to parcels that are not assessed. The types of improvements maintenance and activities described below will be provided in each of the three years of the renewal term.

1. District Enhancement Program

The District Enhancement Program will promote and provide improvements, maintenance and activities to assessed properties through the implementation of three sub-programs: marketing & special events, public safety, and public area improvements. A description of each sub-program is provided below:

Marketing & Special Events

The SMPPBID will market the District to its primary trade zone, which includes those areas immediately adjacent to the SMPPBID (Orangevale, Fair Oaks, Carmichael, Antelope and North Highlands). The SMPPBID will also focus efforts to expand its market share by penetrating important secondary trade zones including Roseville, Folsom, Gold River and Rancho Cordova needed for long term growth and viability. The marketing program will create awareness for the District and its businesses, positioning SMP as an attractive, convenient, value-filled shopping and business destination. The SMPPBID will utilize a variety of digital platforms such as Facebook and Instagram, fostering loyalty and engagement with consumers for District businesses. The SMPPBID will create awareness for all businesses on the website directory. The website will also host information on special events, promotions and contests. The SMPPBID will work with digital media companies to specifically target geographic and demographically desirable consumers.

Signage, collateral material (fliers and brochures) will be utilized to promote the area. Additionally, all businesses and their events are included on the website and are highlighted on their own page. The SMPPBID will monitor the effectiveness of digital programs via monthly analytics including website traffic, time spent on site, pages visited, etc. Analytics for social media will be collected and analyzed including Facebook and Instagram followers, likes, shares, and comments. This information will be used to fine-tune or make changes to improve programs. The SMPPBID may also execute Market Research projects to understand the demographic (age, gender, education, income) and psychographic (spending habits, interests, event/entertainment preferences) information of its consumers. This information will primarily be utilized internally to craft programs and services that will be attractive to SMPPBID consumers. Market Research will also be made available to District property and business owners to support their own marketing efforts.

Special events will be an important pillar of SMPPBID programs. Events create positive awareness, drive traffic to the area and cultivate a positive emotional connection with customers. Industry research has shown that people look for experiences when patronizing businesses and shopping centers. These will include both small and larger signature events;

along with sponsorship of third-party events and events hosted by businesses within the SMPPBID.

Public Safety

The SMPPBID will fund security services that will focus on making the District a safer place to do business. Security services may include dedicated patrols by officers of the Citrus Heights Police Department or supplemental private security patrols. A regular patrol schedule will be established to serve properties throughout the District. The schedule will take into consideration those times of day in which incidents are most likely to occur. The patrol will seek to serve as both a deterrent by creating a visible presence, and a respondent to incidences that occur. These services may include, but are not limited to, a security navigator, lot cops, drones and bait material.

Public Area Improvements

Sunrise MarketPlace Inc. has leveraged the SMPPBID to generate more than \$5 million of public area signage and improvements over the life of the SMPPBID. SMP will continue to work with the City to ensure the public areas remain well-groomed and attractive. The SMPPBID may also partner with local and regional organizations to facilitate public and private area improvement projects. Festive street banners promoting District attributes, entryway and wayfinding signage will be maintained.

Holiday décor will continue to accompany holiday events to create a desirable shopping destination for the important holiday season. The SMPPBID will continue to partner with SMUD rolling out additional phases of “MasterPieces in the MarketPlace”- District utility boxes wrapped in both local and famous works of art.

2. Economic Development

Economic development activities will be aimed at attracting and retaining tenants. Efforts will also be undertaken to work with the City on programs and vision plans that promote the needs of assessed parcels. SMP may also include Strategic Planning and Visioning for the overall benefit of the SMPPBID. Sunrise MarketPlace Inc. will continue to work closely with the broker community to promote vacancies and developments in the SMPPBID. Staff will continue to work closely with business and property owners, assisting in the planning and entitlement phase of projects as well as supporting potential tenant negotiations.

The SMPPBID will conduct Economic development activities which will include primarily business retention and attraction activities. These will include assisting new businesses and developers through the planning and entitlement process and other needs to provide for a smooth opening. The SMPPBID will act as a liaison between businesses and the City, Fire and Police Departments to help resolve issues code enforcement disputes, signage and use restrictions.

The SMPPBID will provide information and resources including market research to brokers and developers interested in the District. The SMPPBID will work with the City on zoning and signage to ensure a business and developer-friendly environment to encourage new businesses to open and existing owners to invest in their properties.

3. Administration and Policy Development

The administration portion of the budget will be utilized for administrative costs associated with providing the services. Those costs may include rent, telephone charges, legal fees, accounting fees, postage, administrative staff, insurance, and other general office expenses. The SMPPBID will provide alerts regarding, city, region and state news affecting business and property owners. Staff will continue to assist business and property owners with issues ranging from public safety to signage. SMP will continue to host seminars with the Secret Service, CHPD, FBI, marketing experts and others. Notwithstanding any other provision in this MDP, the maximum percentage allocated to Administration and Policy Development shall not exceed twenty two percent (22%) of the total budget.

4. Contingency/Reserve

The budget includes a contingency line item to account for uncollected assessments, if any. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program, administration or renewal costs at the discretion of the Owners' Association. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Board of Directors of the Owners' Association. The reserve fund may be used for the costs of renewing the SMPPBID.

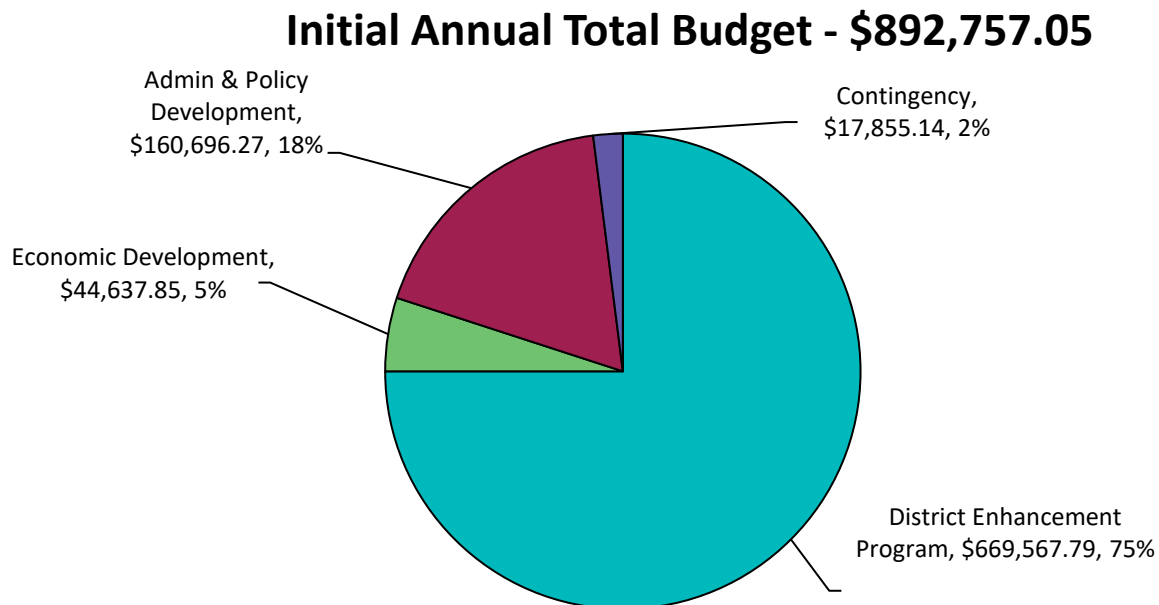
B. Annual Assessment Budget

A projected three (3) year budget for the SMPPBID is provided below. The overall budget will remain consistent with this MDP. In the event of a legal challenge, assessment funds may be used to defend the SMPPBID. The annual budget is based on the following assumptions and guidelines:

1. The cost of providing improvements and activities may vary depending upon the market cost for those improvements and activities. Expenditures may require adjustment up or down to continue the intended level of improvements and activities. The Board of Directors of Sunrise MarketPlace Inc. shall annually have the ability to re-allocate up to fifteen percent (15%) of the budget allocation by line item within the budgeted categories, except that Administration and Policy Development shall not exceed twenty two percent (22%) of the total budget. Any change will be approved by the Board of Directors of Sunrise MarketPlace Inc. and submitted with the Annual Report.
2. Funds not spent in any given year may be rolled over to the next year.
3. There shall be no increases in the assessments for the term of the district.
4. Each budget category includes all costs related to providing that improvement or activity, in accordance with Generally Accepted Accounting Principles (GAAP). For example, the economic development budget includes the cost of staff time dedicated to overseeing and implementing the economic development programs. Staff time dedicated purely to administrative tasks is allocated to the administration and policy development portion of the budget. The costs of an individual staff member may be allocated to multiple budget categories, as appropriate in accordance with GAAP. The staffing levels necessary to provide the SMPPBID improvements and activities will be determined by the Board of Directors of Sunrise MarketPlace Inc. on an as-needed basis.

C. Assessment Budget

The total improvement and activity budget for 2022 is \$892,757.05, of which the amount funded by property assessments is \$847,420. In addition to the assessment revenue, the programs will be supplemented by non-assessed funds. The total of non-assessment funds, and the determination of special and general benefit, is included in the Engineer's Report. The total of assessment and non-assessment funds is provided in Appendix 4. Below is an illustration of the estimated total budget allocations for each budget category for the three (3) year life of the SMPPBID. The allocation of the assessment funds is governed by Section E. Non-assessment funds may be shifted between budget categories as needed by the Board of Directors of Sunrise MarketPlace Inc.



D. Annual Budget

If there are no changes to the categorical budget allocations, below is a three (3) year annual projection of the budget. The following table lists the improvements, maintenance and activities proposed for each year of operation of the district and the maximum costs thereof.

Year	District Enhancement Programs	Economic Development	Admin & Policy Development	Contingency	Total
2022	\$669,567.79	\$44,637.85	\$160,696.27	\$17,855.14	\$892,757.05
2023	\$669,567.79	\$44,637.85	\$160,696.27	\$17,855.14	\$892,757.05
2024	\$669,567.79	\$44,637.85	\$160,696.27	\$17,855.14	\$892,757.05
Total	\$2,008,703.37	\$133,913.55	\$482,088.81	\$53,565.42	\$2,678,271.15

V. GOVERNANCE

A. Owners' Association

The District shall continue to be governed by Sunrise MarketPlace Inc., with oversight from the Citrus Heights City Council. Sunrise MarketPlace Inc. will serve as the Owners' Association described in the Streets and Highways Code §36651. The Board of Directors of Sunrise MarketPlace Inc. and its staff are charged with the day-to-day operations of the SMPPBID.

A majority of the Board of Directors of Sunrise MarketPlace Inc. must be parcel owners paying the assessment.

B. Brown Act & Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may members of its Board of Directors or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association must act as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the Sunrise MarketPlace Inc. Board of Directors and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act.

C. Annual Report

Sunrise MarketPlace Inc. shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650 (see Appendix 2). The annual report is a prospective report for the upcoming year and must include:

1. Any proposed changes in the boundaries of the SMPPBID or in any benefit zones or classification of property within the district;
2. The improvements, maintenance, and activities to be provided for that fiscal year;
3. The estimated cost of providing the improvements, maintenance, and activities to be provided for that fiscal year;
4. The method and basis of levying the assessment in sufficient detail to allow each real property owner to estimate the amount of the assessment to be levied against his or her property for that fiscal year;
5. The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year; and
6. The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this MDP.

VI. ENGINEER'S REPORT

The SMPPBID's parcel assessments will be imposed in accordance with the provisions of Article XIII D of the California Constitution. Article XIII D provides that "only special benefits are assessable,"¹ and requires the City to "separate the general benefits from the special benefits conferred on a parcel."² Special benefits are a "particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public-at-large."³ Conversely, a general benefit is "conferred on real property located in the district or to the public-at-large."⁴ Assessment law also mandates that "no assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."⁵

The Engineer determined the total cost of the improvements, maintenance and activities, quantified the general benefit accruing to the public-at-large and non-assessed parcels adjacent to and within the District, and separated that amount from the special benefit accruing to the assessed parcels. Then, the Engineer determined the proportional special benefit derived by each parcel and allocated the special benefit value of the improvements and activities accordingly. The Engineer's determinations and detailed calculations are summarized in this report.

A. Separation of General and Special Benefits

Each of the improvements, maintenance and activities, and the associated costs and assessments within the SMPPBID, were reviewed, identified, and allocated based on special and general benefits pursuant to Article XIII D of the California Constitution. The assessment has been apportioned based on the proportional special benefits conferred to the assessed parcels located within the SMPPBID boundaries as determined below.

1. General Benefits

The California Constitution mandates that "only special benefits are assessable, and an agency shall separate the general benefits from the special benefits."⁶ "Generally, this separation and quantification of general and special benefits must be accomplished by apportioning the cost of a service or improvement between the two and assessing property owners only for the portion of the cost representing special benefits."⁷ The first step that must be undertaken to separate general and special benefits provided by the PBID's improvements, maintenance and activities is to identify and quantify the general benefits.

a. General Benefit to the Public-at-Large

Although the improvements, maintenance, and activities are narrowly designed and carefully implemented to specially benefit the assessed parcels, and are only provided directly to assessed parcels, they will generate a general benefit to the public-at-large within the SMPPBID. State law indicates that "Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed."⁸

¹ Cal. Const., art. XIII D, §4(a)

² Cal. Const., art. XIII D, §4(a)

³ Id., §2(i)

⁴ Cal. Const., art. XIII D §2(i)

⁵ Cal. Const., art. XIII D, §4(a)

⁶ Cal. Const., art. XIII D §4(a)

⁷ Golden Hill Neighborhood Association v. City of San Diego (2011) 199 Cal.App.4th 416

⁸ Streets and Highways Code section 36601(h)(2)

However, “the mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.”⁹ Further, “the value of any incidental or collateral effects that arise from the improvements, maintenance or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.”¹⁰

To quantify the amount of general benefit to the public-at-large, an intercept survey was conducted to determine the reasons why members of the public were present within SMPPBID boundaries¹¹. Survey results are attached as Appendix 4. Those members of the public who were within the SMPPBID to conduct some sort of business, or were likely to conduct some sort of business, on assessed parcels (shopping, dining, personal business) are considered special benefit. Those members of the public who were merely passing through, and not conducting or likely to conduct any sort of business on assessed parcels, are considered general benefit. Of 299 respondents, 4 indicated that they were not likely or only slightly likely to conduct any business within the SMPPBID. Therefore, it is estimated that 1.3% (4/299) of the benefit created by the SMPPBID improvements and activities is provided to the public-at-large. To ensure that the assessment dollars do not fund general benefits to the public-at-large, that portion of the cost of services will be paid for with funds not obtained through assessments. Out of an abundance of caution, the 1.3% figure was rounded to 2% for the purposes of this Engineers Report. Using the 2% figure, based on the 2020 budget, the value of general benefit to the public-at-large is \$17,855.14 ($\$892,757.05 * 2.0\%$).

b. General Benefit to Non-Assessed Parcels

Although they are only provided directly to the assessed parcels, the SMPPBID’s activities and improvements may also confer general benefits upon non-assessed parcels within and surrounding the SMPPBID. The California Court of Appeal has found that “services specifically intended for assessed parcels concomitantly confer collateral general benefits to surrounding properties.”¹² It is reasonable to conclude that activities and improvements within the SMPPBID will have an incidental impact on non-assessed parcels surrounding or within the SMPPBID boundaries. Although the legislature has indicated that “the value of any incidental or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall *not* be deducted from the entirety of the cost of any special benefit,”¹³ the California Court of Appeals has noted that “the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement...or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement.”¹⁴ Those derivative and indirect impacts are considered general benefits and will be quantified and separated.

In this Engineer’s opinion, because activities and improvements are provided only within the SMPPBID and on its perimeter, parcels separated from the SMPPBID by either at least one intervening parcel or an impassable physical barrier such as a wall, freeway, or ditch will not receive spill over benefits. Parcels separated from the SMPPBID will not benefit because they are physically removed from the actual

⁹ Ibid

¹⁰ Streets and Highways Code Section 36622(k)(2)

¹¹ SMP Intercept Survey (Dec 2019)

¹² Beutz v. Riverside (2010) 184 Cal.App.4th 1516

¹³ Streets and Highways Code section 36622(k)(2)

¹⁴ Tiburon v. Bonander (2009) 180 Cal.App.4th 1057, 1077

location of activities and improvements provided, and do not face serviced parcels. Therefore, this analysis considers non-assessed parcels within the SMPPBID's boundaries and surrounding parcels that are immediately adjacent to and accessible from the SMPPBID's boundaries.

The total SMPPBID activity and improvement budget for year 2022 is \$892,757.05. After reducing the activity and improvement budget by the general benefit to the public-at-large (\$17,855.14), the remaining benefit to parcels is \$874,901.91. This benefit has been distributed to both assessed and non-assessed parcels using the following methodology. The general benefit to the public-at-large has been proportionally allocated to the District's activity and improvement categories as shown in the following table.

Category	Benefit to Parcels	Benefit to Public-at-Large	Total
District Enhancement Programs	\$656,437.34	\$13,396.68	\$669,834.02
Economic Development	\$43,484.19	\$887.43	\$44,371.62
Advocacy & Administration	\$157,482.34	\$3,213.93	\$160,696.27
Contingency	\$17,498.04	\$357.10	\$17,855.14
Total	\$874,901.91	\$17,855.14	\$892,757.05

To determine the general benefit to parcels, the Engineer assigned each parcel group a benefit factor, determined the appropriate parcel characteristic to use in the calculation, multiplied the benefit factor by the benefit characteristic to determine the benefit units attributable to each parcel group, and apportioned the remaining service cost (service cost minus general benefit to the public) in accordance with the benefit units derived by each parcel group.

i. Benefit Factors

All parcels within and adjacent to the SMPPBID have been assigned a benefit factor to mathematically represent the proportional special and general benefit and quantify the value of each. The determination of benefit factors for each type of activity and improvement follows.

Improvements

The improvements to be provided by the SMPPBID provide two types of special benefits:

- *Improvement* – The primary special benefit provided by the SMPPBID's improvements is the improvements themselves, which are available to tenants and customers of assessed parcels.
- *Proximity* – The SMPPBID's improvements also provide the special benefit of being in proximity to a parcel that is benefitting from an improvement, as parcels will enjoy the spillover benefits of neighboring parcels utilizing the improvements.

The majority of the benefit is the improvements themselves; proximity is a lesser benefit. It is this Engineer's estimation that eighty-five percent (85%) of the special benefit from the SMPPBID's improvements is the improvement, while the proximity special benefit accounts for fifteen percent (15%) of the special benefit. Assessed parcels will receive both benefits; non-assessed parcels within and adjacent to the SMPPBID will not be directly improved, and therefore only receive the general benefit of proximity.

Tangible Activities

The tangible activities (those that are physically provided via a person or people working throughout the district) to be provided by the SMPPBID generate three types of special benefits:

- *Service* – The primary special benefit provided by the SMPPBID’s physical activities is the actual service. That is, the actual cleanliness and safety created by security and maintenance clean and safe personnel.
- *Presence* – The SMPPBID’s physical activities also provide the special benefit of an individual’s presence on the assessed parcel as the activities are provided, which can have a deterrent effect and creates a positive impression that the area is well-maintained and safe. The “Disneyland effect” is the benefit the parcels receive from the observation that parcels are being maintained. There are studies which link the perception of cleanliness to a perception of increased security.
- *Proximity* – The SMPPBID’s physical activities also provide the special benefit of being in proximity to a cleaner, safer parcel. Neighboring parcels enjoy the spillover benefits of being adjacent to increased safety and cleanliness.

The majority of the benefit received by the parcels is the results of the SMPPBID’s services; onsite presence and proximity are lesser benefits. It is this Engineer’s estimation that seventy-five percent (75%) of the special benefit from the SMPPBID’s physical activities is the service, while the presence and proximity benefits each account for twelve and one-half percent (12.5% presence, 12.5% proximity) of the special benefit. Assessed parcels will receive all three benefits; non-assessed parcels within and adjacent to the District will not be directly serviced and therefore only receive the general benefit of proximity.

Intangible Activities

Some of the SMPPBID’s activities, such as marketing, are distinct in that they are not provided to a targeted area within the SMPPBID, rather they are provided via internet, radio, and other forms of media and targeted at an audience outside the SMPPBID in an effort to bring the audience into the SMPPBID. These activities provide the special benefits of promotion:

- *Direct Promotion* – The primary special benefit provided by the SMPPBID’s intangible activities is promotion. The intangible activities increase awareness of the SMPPBID as a commercial and business destination and lead to increased patronage.

Factors Determined

Based on the foregoing analysis, all assessed parcels within the SMPPBID specially benefit from the SMPPBID’s activities and improvements, and have been assigned a benefit factor of 1.0. Parcels that are not assessed have been assigned benefit factors based on the portion of the benefit they will receive, as described above. . Instead, the non-assessed parcels will benefit from twelve and one-half percent (12.5%) of the tangible activities and ten percent (10%) of the intangible activities; therefore they have been assigned benefit factors of 0.125 and 0.10 respectively.

ii. Non-Assessed Benefit Characteristics

There are two types of parcels that are not assessed; those within the SMPPBID and those immediately adjacent to and accessible from the SMPPBID. Because they generally benefit in a differing manner, distinct parcel characteristics are used to quantify the general benefit to each type.

- *Inside* – Non-assessed parcels inside of the SMPPBID are surrounded by parcels that are assessed and receiving the full special benefits; they will, therefore, receive the general benefit of proximity. These parcels are impacted on more than one side by the SMPPBID’s activities and improvements and activities and improvements are provided all around them. Because these parcels are surrounded by specially benefitted parcels, it is appropriate that parcel square footage be used to measure the general benefit they receive.
- *Adjacent* – Adjacent parcels are those that are immediately adjacent to or directly across the street from specially benefitted parcels, and accessible from specially benefitted parcels. These parcels generally benefit differently than those inside the SMPPBID, because these parcels are adjacent to, rather than surrounded by, specially benefitted parcels. Square footage is not an appropriate measure of benefit to these parcels. Because the parcels are not surrounded by serviced parcels, a long, shallow parcel with the same square footage as a deep, narrow parcel will receive a different level of general benefit. Likewise, two parcels with the same depth but a different width adjacent to serviced parcels will benefit differently. To account for this difference, it is appropriate that parcel linear frontage be used to measure the general benefit the adjacent parcels receive. The linear footage is the length of parcels fronting public streets. The amount listed for “assessed linear feet” is the value for all assessed parcels within the SMPPBID and the amount listed for “non-assessed linear feet” is the value for all non-assessed parcels adjacent to the district boundary.

iii. Calculations

To quantify and separate the general benefit to non-assessed parcels, the following calculations were undertaken for each budget category.

1. The total service budget for each category was determined and the amount of general benefit to the public-at-large was subtracted from the category budget.
2. The benefit factor applicable to each activity or improvement was multiplied by the parcel square footage or linear frontage of assessed and non-assessed parcels, to determine the number of benefit units received by each parcel group.
3. The benefit units for all parcel groups were summed, and the percentage of benefit units attributable to each parcel group was calculated.
4. The total remaining activity and improvement budget, less the amount already determined to be general benefit to the public-at-large, was allocated to general and special benefit categories for each parcel group using the calculated benefit percent and applicable benefit characteristic methodology.
5. The special and general benefit resulting from the administration and contingency / reserve portions of the budget were determined based on the proportional allocation of benefits derived from activities and improvements.

District Enhancement Programs

The district enhancement programs budget, minus the amount of general benefit to the public-at-large, is \$656,437.34. The calculations below determine the amount of general benefit to non-assessed parcels within the SMPPBID.

Parcel Type	Square Footage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Assessed	12,967,147.0	X 1.000	=12,967,147.00	100.00%	X \$656,437.34	= \$656,437.34

The district enhancement programs budget, minus the amount of general benefit to the public and non-assessed parcels within the SMPPBID, is \$656,437.34. The calculations below determine the amount of general benefit to parcels adjacent to the SMPPBID.

Parcel Type	Linear Frontage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Inside	39,607.2	X 1.000	=39,607.22	96.820%	X \$656,437.34	= \$635,565.00
Adjacent	10,405.8	X 0.125	=1,300.73	3.180%	X \$656,437.34	= \$20,872.34

Therefore, the allocation of the district enhancement programs budget is as follows:

General Benefit – Public At Large	\$13,396.68
General Benefit – Inside Parcels	\$0.00
General Benefit – Adjacent Parcels	\$20,872.34
Special Benefit	\$635,565.00
Total	\$669,834.02

Economic Development

The economic development budget, minus the amount of general benefit to the public-at-large, is \$43,484.19. The calculations below determine the amount of general benefit to non-assessed parcels within the SMPPBID.

Parcel Type	Square Footage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Assessed	12,967,147	X 1.000	=12,967,147.00	100.00%	X \$43,484.19	= \$43,484.19

The economic development budget, minus the amount of general benefit to the public and non-assessed parcels within the SMPPBID, is \$43,484.19. The calculations below determine the amount of general benefit to parcels adjacent to the SMPPBID.

Parcel Type	Linear Frontage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Inside	39,607.2	X 1.000	=39,607.22	97.440%	X \$43,484.19	= \$42,371.00
Adjacent	10,405.8	X 0.100	=1,040.58	2.560%	X \$43,484.19	= \$1,113.19

Therefore, the allocation of the economic development budget is as follows:

General Benefit – Public At Large	\$887.43
General Benefit – Inside Parcels	\$0.00

General Benefit – Adjacent Parcels	\$1,113.19
Special Benefit	\$42,371.00
Total	\$44,371.62

Administration and Contingency / Reserve

The advocacy & administration and contingency budget line items relate to the activities and improvements provided. These costs have been allocated proportionally based on the special and general benefit provided by each category.

	Special Benefit to Parcels	General Benefit to Parcels
District Enhancement Programs	\$635,565.00	\$20,872.34
Economic Development	\$42,371.00	\$1,113.19
Activity Totals	\$677,936.00	\$21,985.53
Percent	96.859%	3.141%
Advocacy & Administration, Contingency	\$169,484.00	\$5,496.38
Total Parcel Benefits	\$847,420.00	\$27,481.91

iv. Total Benefits

Based on the foregoing calculations, the total benefits to assessed parcels, non-assessed parcels, and the general public are:

	Special Benefit to Parcels	General Benefit to Parcels	General Benefit to Public	Total
District Enhancement Programs	\$635,565.00	\$20,872.34	\$13,396.68	\$669,834.02
Economic Development	\$42,371.00	\$1,113.19	\$887.43	\$44,371.62
Advocacy & Administration, Contingency	\$169,484.00	\$5,496.38	\$3,571.03	\$178,551.41
Total	\$847,420.00	\$27,481.91	\$17,855.14	\$892,757.05

c. Non-Assessment Funding

The programs funded by the SMPPBID receive additional non-assessment funding in the form of grants, corporate sponsorships, event income, and other miscellaneous funds. These funding sources are anticipated to equal or exceed the amount of general benefit conferred annually by the SMPPBID's activities and improvements, \$45,337.05. These non-assessment funds will be used to pay for the general benefit provided by the SMPPBID's activities and improvements, ensuring that parcel assessments will only be used to provide special benefits and "any additional costs of providing general benefits [are] not included in the amounts assessed."¹⁵

¹⁵ Streets and Highways Code section 36632(a)

2. Special Benefit

The activities and improvements to be provided by the SMPPBID constitute and convey special benefits directly to the assessed parcels. Assessment law requires that “the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided.”¹⁶ Further, “no assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”¹⁷ Special benefit “includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed.”¹⁸

To determine the total special benefit value to be conveyed to the assessed parcels, we deduct the general benefit value (\$45,337.05) from the total value of the activities and improvements (\$892,757.05). The remaining \$847,420 is considered the special benefit to assessed parcels (the “Total Assessment”). The Total Assessment represents the total value of the special benefit to be provided by the activities and improvements. The Total Assessment has been proportionally divided among the assessed parcels so that no assessment exceeds the reasonable cost of the proportional special benefit conferred on a parcel. The assessment rate has been designed to ensure that “properties that receive the same proportionate special benefit pay the same assessment.”¹⁹

Service Provided	Total Benefit Value	General Benefit Value to Public	Benefit Value to Parcels (Special & General)	Special Benefit to Assessed Parcels
District Enhancement Programs	\$669,834.02	\$13,396.68	\$656,437.34	\$635,565.00
Economic Development	\$44,371.62	\$887.43	\$43,484.19	\$42,371.00
Advocacy & Administration	\$160,696.27	\$3,213.93	\$157,482.34	\$152,535.60
Contingency	\$17,855.14	\$357.10	\$17,498.04	\$16,948.40
TOTAL	\$892,757.05	\$17,855.14	\$874,901.91	\$847,420.00

B. Assessment Methodology

1. Base Formula

Each parcel will be assessed based on proportional special benefits received. The variables used for the annual assessment formula are parcel type and parcel square footage. These variables are appropriate measures of the proportional special benefit because the need for services, level of services, and quantity of services are all relative to these variables; thus the special benefit provided to each parcel by the services can be proportionally measured using these variables.

Determination of Assessment Rates

“Because not all parcels in the district are identical in size...some will receive more special benefit than others.”²⁰ Each of the variables used relates directly to the service level and special benefit provided to

¹⁶ Cal. Const., art XIII D §4(a)

¹⁷ Ibid

¹⁸ Streets and Highways Code section 36615.5

¹⁹ *Tiburón v. Bonander* (2009) 180 Cal.App.4th 1057

²⁰ *Dahms v. Downtown Pomona* (2009) 174 Cal.App.4th 708

each parcel. Parcel square footage is the size of the parcel, measured in square feet. The larger a parcel, the more services and benefit the parcel will receive.

Because not all parcels in the SMPPBID are identical in use, some will receive more special benefit than others. For example, an office use parcel will benefit to a lesser degree than a retail use parcel, because it will not enjoy an equivalent amount of benefit from the increased commerce resulting from the services. Further detail on the benefit to each parcel type is in the following pages. To determine the assessment rates, the assessed parcels were classified by the estimated benefit each type of parcel receives, the estimated special benefit value of the activities and improvements provided to each type was determined based on approximate cost of service provision, and an assessment rate that is proportional to the estimated proportional benefit received by each parcel type was determined.

To determine the assessment rates, the estimated special benefit value for each parcel type was divided by the total assessable parcel square footage and parcel type as shown in the tables below.

Parcel Type

Parcel types were categorized based on their typical amount of foot and vehicle traffic on the various parcels. Retail use parcels will receive the highest level of services because their owners aim to benefit from increased customers or increased use by visitors and receive the highest volume of foot and vehicle traffic. However, office use parcels will receive a reduced level of services because their owners primarily aim to benefit from increased cleanliness and security and receive a lower level of foot and vehicle traffic. The approximate cost of special benefit services by parcel type was determined. Then, the special benefit cost of services by type was divided by the square footage of those parcels to determine the assessment rates.

Parcel Size

The SMPPBID's services will benefit each assessed parcel as a whole. The service budget which, in this Engineer's estimation, represents special benefits to the parcels, has been allocated based on parcel size.

Parcel Type	Initial Parcel Size Budget	Parcel Square Footage	Initial Parcel Assessment Rate (\$/sqft/yr)
Retail	\$822,719.21	÷ 12,297,746	= .0669
Office	\$24,700.90	÷ 669,401	= .0369

Summary of Assessment Rates

Therefore, for year 2021, the maximum annual assessment rates to parcels are as shown below and in Appendix 6. If you would like more information about parcel assessments, please call Civitas at (916) 437-4300 or (800) 999-7781.

Parcel Type	Lot Rate per Square Foot
Retail	\$0.0669
Office	\$0.0369

2. Retail Use Parcels

Retail use parcels will receive and most benefit from all SMPPBID services, which are aimed to attract and increase customers and visitors to assessed parcels. These parcels have a commercial component because their owners aim to benefit from increased customers or increased use by visitors. Additionally, these parcels require the greatest level of services, due to the volume of foot and vehicle traffic.

3. Office Use Parcels

Office use parcels will benefit from SMPPBID services aimed to attract customers and retain tenants to assessed parcels. Due to the nature of office use parcels, they do not receive as much foot traffic, which primarily consist of tenants or employees within the parcel or those patrons seeking a specific service. These parcels will benefit by being safer and maintained, thus attracting customers, new tenants, and retaining existing tenants, but will not benefit to the same degree as retail parcels.

4. Publicly Owned Parcels

The California Constitution, in Article XIII D, provides that “parcels within a district that are owned or used by any agency, [or by] the State of California...shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit.” No such demonstration is made with respect to any parcel within the SMPPBID. Therefore, publicly owned parcels will be assessed at the full office use rate.

5. Non-Assessed Parcels

There are no parcels within the SMPPBID that will not be assessed.

6. Changes in Data

Every effort has been made to ensure each parcel included in the SMPPBID is clearly identified and that all parcels included in the SMPPBID are consistent in the boundary map and the assessment calculation table. However, errors in data can and may arise or data may change after formation of the SMPPBID. Inconsistencies may include updated parcel sizes or parcel splits. If inconsistencies arise, the order of precedence shall be: 1) the assessment calculation table and 2) the boundary map. Based on the assessment calculation table, a parcel owner could calculate if the appropriate assessment amount was charged. Additionally, using the boundary map, a parcel owner could determine if its APN was correctly identified.

If the parcel size or type of a parcel changes during the term of the SMPPBID, the assessment calculation may be modified accordingly.

C. Assessment Notice

During the hearing process, an Assessment Ballot will be sent to owners of each parcel in the SMPPBID. The Assessment Ballot provides an estimated assessment. The final individual assessment for any particular parcel may change, up or down, if the parcel square footage or type differ from those used to calculate the amount shown on the notice, which can be found in Appendix 5.


D. Time and Manner for Collecting Assessments

As provided by State Law, the SMPPBID assessment will appear as a separate line item on annual property tax bills prepared by the County of Sacramento. Property tax bills are generally distributed in the fall, and payment is expected by lump sum or installment. The City of Citrus Heights shall distribute funds collected to SMP. Existing laws for enforcement and appeal of property taxes, including penalties and interest, apply to the SMPPBID assessments.

E. Engineer's Certification

I hereby certify, to the best of my knowledge and experience, that each of the identified assessed parcels located within the Sunrise MarketPlace Property and Business Improvement District will receive a special benefit over and above the general benefits conferred and that the amount of the assessment is no greater than the proportional special benefits conferred on each parcel, as described in this Engineer's Report.

Review of this Sunrise MarketPlace Property and Business Improvement District Management District Plan and preparation of the Engineer's Report was completed by:



Ross Peabody
State of California



January 21, 2021

Date

This Engineer's Report is intended to be distributed as part of the Management District Plan in its entirety, including the Assessment Calculation Table (Appendix 5) and the Boundary Map. Reproduction and distribution of only Section VII of this Management District Plan violates the intent of this stamp and signature.

APPENDIX 1 – MAXIMUM ANNUAL ASSESSMENT RATES

The table below illustrates the maximum annual assessment rates. The maximum rates listed are a required disclosure.

Year	Retail	Other Commercial
2022	\$0.0669	\$0.0369
2023	\$0.0669	\$0.0369
2024	\$0.0669	\$0.0369

APPENDIX 2 – PBID LAW

*** THIS DOCUMENT IS CURRENT THROUGH THE 2018 SUPPLEMENT ***
(ALL 2017 LEGISLATION)

STREETS AND HIGHWAYS CODE DIVISION 18. PARKING PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

36600. Citation of part

This part shall be known and may be cited as the “Property and Business Improvement District Law of 1994.”

36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:

- (a) Businesses located and operating within business districts in some of this state’s communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.
- (b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.
- (c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.
- (d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.
- (e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:
 - (1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.
 - (2) Job creation.
 - (3) Business attraction.
 - (4) Business retention.
 - (5) Economic growth.
 - (6) New investments.
- (f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.
- (g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.
- (h) The act amending this section is intended to provide the Legislature’s guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.
 - (1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.

(2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.

(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5. Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

ARTICLE 2. Definitions

36606. “Activities”

“Activities” means, but is not limited to, all of the following that benefit businesses or real property in the district:

- (a) Promotion of public events.
- (b) Furnishing of music in any public place.
- (c) Promotion of tourism within the district.
- (d) Marketing and economic development, including retail retention and recruitment.
- (e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
- (f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

36606.5. “Assessment”

“Assessment” means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. “Business”

“Business” means all types of businesses and includes financial institutions and professions.

36608. “City”

“City” means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. “City council”

“City council” means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. “Clerk”

“Clerk” means the clerk of the legislative body.

36609.5. “General benefit”

“General benefit” means, for purposes of a property-based district, any benefit that is not a “special benefit” as defined in Section 36615.5.

36610. “Improvement”

“Improvement” means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

- (a) Parking facilities.
- (b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
- (c) Trash receptacles and public restrooms.
- (d) Lighting and heating facilities.
- (e) Decorations.
- (f) Parks.
- (g) Fountains.
- (h) Planting areas.
- (i) Closing, opening, widening, or narrowing of existing streets.
- (j) Facilities or equipment, or both, to enhance security of persons and property within the district.
- (k) Ramps, sidewalks, plazas, and pedestrian malls.
- (l) Rehabilitation or removal of existing structures.

36611. “Management district plan”; “Plan”

“Management district plan” or “plan” means a proposal as defined in Section 36622.

36612. “Owners’ association”

“Owners’ association” means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners’ association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners’ association is a private entity and may not be

considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners' association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), for all records relating to activities of the district.

36614. “Property”

“Property” means real property situated within a district.

36614.5. “Property and business improvement district”; “District”

“Property and business improvement district,” or “district,” means a property and business improvement district established pursuant to this part.

36614.6. “Property-based assessment”

“Property-based assessment” means any assessment made pursuant to this part upon real property.

36614.7. “Property-based district”

“Property-based district” means any district in which a city levies a property-based assessment.

36615. “Property owner”; “Business owner”; “Owner”

“Property owner” means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. “Business owner” means any person recognized by the city as the owner of the business. “Owner” means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. “Special benefit”

“Special benefit” means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

36616. “Tenant”

“Tenant” means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

ARTICLE 3. Prior Law

36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

CHAPTER 2. Establishment

36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

- (a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.
- (b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:
 - (1) A map showing the boundaries of the district.
 - (2) Information specifying where the complete management district plan can be obtained.
 - (3) Information specifying that the complete management district plan shall be furnished upon request.
- (c) The resolution of intention described in subdivision (a) shall contain all of the following:
 - (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.
 - (2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:

- (a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.
- (b) The name of the proposed district.
- (c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another

business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.

(d) The improvements, maintenance, and activities proposed for each year of operation of the district and the maximum cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.

(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against his or her property or business. The plan also shall state whether bonds will be issued to finance improvements.

(g) The time and manner of collecting the assessments.

(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.

(i) The proposed time for implementation and completion of the management district plan.

(j) Any proposed rules and regulations to be applicable to the district.

(k) (1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.

(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.

(l) In a property-based district, the total amount of all special benefits to be conferred upon the properties located within the property-based district.

(m) In a property-based district, the total amount of general benefits, if any.

(n) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.

(o) Any other item or matter required to be incorporated therein by the city council.

36623. Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.

(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested

person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

- (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.
- (2) The number, date of adoption, and title of the resolution of intention.
- (3) The time and place where the public hearing was held concerning the establishment of the district.
- (4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.
- (5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.
- (6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36626. Resolution establishing district

If the city council, following the public hearing, desires to establish the proposed property and business improvement district, and the city council has not made changes pursuant to Section 36624, or has made changes that do not substantially change the proposed assessment, the city council shall adopt a resolution establishing the district. The resolution shall contain all of the information specified in Section 36625.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625 or Section 36626, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

CHAPTER 3. Assessments

36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.

(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.

(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in any action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36626. Any appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:

(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.

(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.

(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

CHAPTER 3.5. Financing

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

CHAPTER 4. Governance

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.

(2) The improvements, maintenance, and activities to be provided for that fiscal year.

(3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.

(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.

(5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.

(6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements, maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

CHAPTER 5. Renewal

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

- (a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.
- (b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.
- (c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

CHAPTER 6. Disestablishment

36670. Circumstances permitting disestablishment of district; Procedure

- (a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:
 - (1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.
 - (2) During the operation of the district, there shall be a 30-day period each year in which assesses may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.
- (b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

- (a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with

the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.

(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 3 – PARCEL ASSESSMENT CALCULATIONS

APN	OWNER NAME	LOT SIZE	TYPE	ASSESSMENT
23300440010000	PROPS SKN	63,598	RETAIL	\$4,254.71
23300440020000	ALPAGOT FAMILY LIVING TRUST	67,082	OFFICE	\$2,475.33
23300440050000	ALTA SUNRISE DEVCO LLC	60,548	RETAIL	\$4,050.66
23300440060000	WGW 8769 LLC	38,333	OFFICE	\$1,414.49
23300440070000	CPR PROPS LLC	37,026	OFFICE	\$1,366.26
23300440080000	ALTA SUNRISE DEVCO LLC	37,026	OFFICE	\$1,366.26
23300440100000	DILLON REAL ESTATE COMPANY INCORPORATED	22,366	RETAIL	\$1,496.29
23300440130000	PATTERSON FAMILY TRUST	54,450	RETAIL	\$3,642.71
23300440140000	LOS COCHES STREET LLC	119,354	RETAIL	\$7,984.78
23300440170000	SINGLEWOOD LLC(MCDONALDS USA LLC)	45,738	RETAIL	\$3,059.87
23300440180000	TESTAMENTARY TRUST	26,082	RETAIL	\$1,744.89
23300440190000	GONG FAMILY TRUST 2008	23,766	RETAIL	\$1,589.95
23300440200000	CHILDS GST EXEMPT TRUST/GILL FMLY NON TUST	22,564	RETAIL	\$1,509.53
23300440210000	JAYJUN LLC	16,243	RETAIL	\$1,086.66
23304400010000	PATELCO CREDIT UNION	36,450	RETAIL	\$2,438.51
23304400020000	MGP XII SUNRISE VILLAGE LLC	41,967	RETAIL	\$2,807.59
23304400030000	MGP XII SUNRISE VILLAGE LLC	16,811	RETAIL	\$1,124.66
23304400040000	MGP XII SUNRISE VILLAGE LLC	27,996	RETAIL	\$1,872.93
23304400050000	ARNOLD S & HARRIET R KORNFIELD FAMILY TRUST	23,795	RETAIL	\$1,591.89
23304400060000	MGP XII SUNRISE VILLAGE LLC	26,922	RETAIL	\$1,801.08
23304400070000	MADISON CITRUS HEIGHTS CA SR L P	111,514	RETAIL	\$7,460.29

23304400080000	MGP XII SUNRISE VILLAGE LLC	23,258	RETAIL	\$1,555.96
23304400240000	MGP XII SUNRISE VILLAGE LLC	2,880	RETAIL	\$192.67
23304400270000	MGP XII SUNRISE VILLAGE LLC	288,367	RETAIL	\$19,291.75
23304400280000	MGP XII SUNRISE VILLAGE LLC	73,616	RETAIL	\$4,924.91
23304400290000	MGP XII SUNRISE VILLAGE LLC	49,223	RETAIL	\$3,293.02
23306800040000	SUNRISE KINGWOOD LLC	89,298	OFFICE	\$3,295.10
23306800050000	UNION BANK CA	60,548	RETAIL	\$4,050.66
23306800080000	DANIEL C JACUZZI	49,223	OFFICE	\$1,816.33
23306800090000	JACK H LIN	43,560	RETAIL	\$2,914.16
23306800100000	TRAVIS REVOCABLE LIVING TRUST	96,703	RETAIL	\$6,469.43
23306800110000	BANK OF AMERICA NT	109,336	RETAIL	\$7,314.58
23306800120000	GUTTRON ALCAZAR IV LLC	73,616	RETAIL	\$4,924.91
23306800130000	JARRETT FREMONT LLC	73,181	RETAIL	\$4,895.81
23306800140000	ASHER GARDEN LLC	67,518	RETAIL	\$4,516.95
23306800150000	5511 SUNRISE LLC	63,598	RETAIL	\$4,254.71
23306800190000	FELDSTEIN ENTRPRS LIMITED PARTNERSHIP	28,750	RETAIL	\$1,923.38
23306800200000	FELDSTEIN ENTRPRS LIMITED PARTNERSHIP	40,075	RETAIL	\$2,681.02
23306800210000	FELDSTEIN ENTRPRS LIMITED PARTNERSHIP	22,771	RETAIL	\$1,523.38
23306800220000	HILLANDALE ENTRPRS LLC	37,897	OFFICE	\$1,398.40
23306800230000	MASSOLO JOE	38,500	OFFICE	\$1,420.65
24300600120000	MANSOUR MONEM	17,860	RETAIL	\$1,194.83
24300600130000	MANSOUR MONEM	23,830	RETAIL	\$1,594.23
24300600160000	J J & J Z CORDANO FAMILY CHILDREN TRUST	102,802	RETAIL	\$6,877.45
24300600180000	PRICE FAMILY PROPERTIES LLC	41,260	RETAIL	\$2,760.29
24300600210000	JFL LLC	138,956	RETAIL	\$9,296.16
24300600230000	AU ENERGY LLC	22,660	RETAIL	\$1,515.95

24300600270000	CHRISTINE M HUTTINGER	30,290	RETAIL	\$2,026.40
24300600330000	ALLAN D HULME TRUST	32,359	RETAIL	\$2,164.82
24300600340000	ALLAN D HULME TRUST	34,664	RETAIL	\$2,319.02
24300600390000	PATTERSON FAMILY TRUST	266,587	RETAIL	\$17,834.67
24300600400000	6309 SUNRISE BLVD LLC	42,558	RETAIL	\$2,847.13
24300600410000	R2V2 HOLDINGS LLC	48,787	RETAIL	\$3,263.85
24300600420000	6245 SUNRISE BOULEVARD LLC	65,776	RETAIL	\$4,400.41
24300600430000	FAR HORIZONS TRAILER VILLAGE LLC(RED LOBSTER HOSPI	40,075	RETAIL	\$2,681.02
24300600490000	MAESTRI JON L MAESTRI LINDA G	6,214	RETAIL	\$415.72
24300600500000	RETAIL BFS	25,656	RETAIL	\$1,716.39
24300810010000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	9,505	RETAIL	\$635.88
24300810070000	BERNICE MITCHELL	40,641	RETAIL	\$2,718.88
24300810120000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	27,007	RETAIL	\$1,806.77
24300810130000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	60,548	RETAIL	\$4,050.66
24300810140000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	1,360	RETAIL	\$90.98
24300810160000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	1,753	RETAIL	\$117.28
24300810180000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	138,521	RETAIL	\$9,267.05
24300810190000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	10,940	RETAIL	\$731.89
24300810200000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	30,056	RETAIL	\$2,010.75

24300810210000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	16,117	RETAIL	\$1,078.23
24300810220000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	75,794	RETAIL	\$5,070.62
24300810250000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	33,932	RETAIL	\$2,270.05
24300810260000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	24,935	RETAIL	\$1,668.15
24300810270000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	43,341	RETAIL	\$2,899.51
24300810320000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	40,187	RETAIL	\$2,688.51
24300810330000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	240,016	RETAIL	\$16,057.07
24300810340000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	15,787	RETAIL	\$1,056.15
24300810350000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	25,077	RETAIL	\$1,677.65
24300820030000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	30,056	RETAIL	\$2,010.75
24300820040000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	6,985	RETAIL	\$467.30
24300820050000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	1,176	RETAIL	\$78.67
24300820060000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	26,303	RETAIL	\$1,759.67
24300820070000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	37,773	RETAIL	\$2,527.01
24300820080000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	6,534	RETAIL	\$437.12
24300820090000	GEORGETTE DARCY	36,234	RETAIL	\$2,424.05

24300820100000	PETER P BOLLINGER INVESTMENT CO	50,965	RETAIL	\$3,409.56
24300820110000	PETER P BOLLINGER INVESTMENT CO	19,468	RETAIL	\$1,302.41
24300820120000	PETER P BOLLINGER INVESTMENT CO	14,810	RETAIL	\$990.79
24300820140000	PETER P BOLLINGER INVESTMENT CO	22,696	RETAIL	\$1,518.36
24300820150000	PETER P BOLLINGER INVESTMENT CO	38,852	RETAIL	\$2,599.20
24300820240000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	46,609	RETAIL	\$3,118.14
24300820340000	BER & THEO MITCHELL	38,332	RETAIL	\$2,564.41
24300820350000	PETER P BOLLINGER INV COMPANY	63,162	RETAIL	\$4,225.54
24300820380000	PETER P BOLLINGER INVESTMENT CO	60,984	RETAIL	\$4,079.83
24301910150000	GOLDEN 1 CREDIT UNION	39,708	RETAIL	\$2,656.47
24301910230000	J J & J Z CORDANO FAMLY CHILDRENS TRUST	217,800	RETAIL	\$14,570.82
24301910260000	JPMORGAN CHASE BANK	55,757	RETAIL	\$3,730.14
24301910290000	BIRDCAGE GRF2 LLC (WELLS FARGO)	11,761	RETAIL	\$786.81
24301910360000	PATTERSON FAMILY TRUST	72,310	RETAIL	\$4,837.54
24301910370000	PATTERSON FAMILY TRUST	45,302	RETAIL	\$3,030.70
24301910410000	BIRDCAGE GRF2 LLC	41,248	RETAIL	\$2,759.49
24301910430000	CFT DEVELOPMENTS LLC(ANDREW CHERNG IRREV	66,647	RETAIL	\$4,458.68
24301910440000	LOWES HIW INC	560,617	RETAIL	\$37,505.28
24301910450000	FADCO CITRUS HEIGHTS LLC(WALGREENS)	87,120	RETAIL	\$5,828.33
24301910460000	MARSHALL FIELD STORES INC (DAYTON HUDSON CORP)	558,004	RETAIL	\$37,330.47
24301910470000	BIRDCAGE GRF2 LLC (COST PLUS)	25,260	RETAIL	\$1,689.89

24301910490000	BIRDCAGE GRF2 LLC	44,867	RETAIL	\$3,001.60
24301910500000	BIRDCAGE GRF2 LLC (WALMART)	167,270	RETAIL	\$11,190.36
24301910510000	BIRDCAGE GRF2 LLC	1,025,402	RETAIL	\$68,599.39
24301920120000	SUNSAC PROPERTIES CORP	553,648	RETAIL	\$37,039.05
24301920130000	SERITAGE SRC FINANCE LLC	926,521	RETAIL	\$61,984.25
24301920140000	MUFFREY	788,436	RETAIL	\$52,746.37
24301920150000	SUNRISE MALL REALTY LLC(FED DEPT STORES INC)	538,402	RETAIL	\$36,019.09
24301920160000	SUNRISE CH LLC	121,968	RETAIL	\$8,159.66
24301920170000	SUNRISE CH LLC	1,104,682	RETAIL	\$73,903.23
24301920180000	ANDY KUEN SHIAN LIU	139,828	RETAIL	\$9,354.49
24301920190000	HEIGHTS PROPERTIES LLP	22,659	RETAIL	\$1,515.89
24303500020000	HOWARD L & BARBARA J ADLER FAMILY	22,366	RETAIL	\$1,496.29
24303500070000	PUBLIC STORAGE INC	60,113	RETAIL	\$4,021.56
24303500080000	JAMES LIN	60,113	RETAIL	\$4,021.56
24303500250000	LLOYD KENNETH NEUTZ	122,839	RETAIL	\$8,217.93
24303500280000	RMET LLC	264,845	OFFICE	\$9,772.78
24303500290000	HOWARD L & BARBARA J ADLER FAMILY	8,251	RETAIL	\$551.99
24303500300000	SIXTH KENDALL PROPERTIES INC(BK WRLDWIDE HDGS INC)	44,431	RETAIL	\$2,972.43
24303500340000	SILK ENTERPRISES LP	57,064	RETAIL	\$3,817.58
24303500350000	PATRICK KENNELLY	14,309	RETAIL	\$957.27
24303500360000	LE-JO INC	64,904	RETAIL	\$4,342.08
24303500370000	CA RETAIL LLC	31,363	RETAIL	\$2,098.18
24303500380000	MENGFA RUAN	36,590	RETAIL	\$2,447.87
24303500410000	CHEEMA PROPS LLC	81,893	RETAIL	\$5,478.64
24303500420000	CHEEMA PROPS LLC	35,734	RETAIL	\$2,390.60
24304700740000	PRICE FAMILY PROPERTIES LLC	4,356	RETAIL	\$291.42

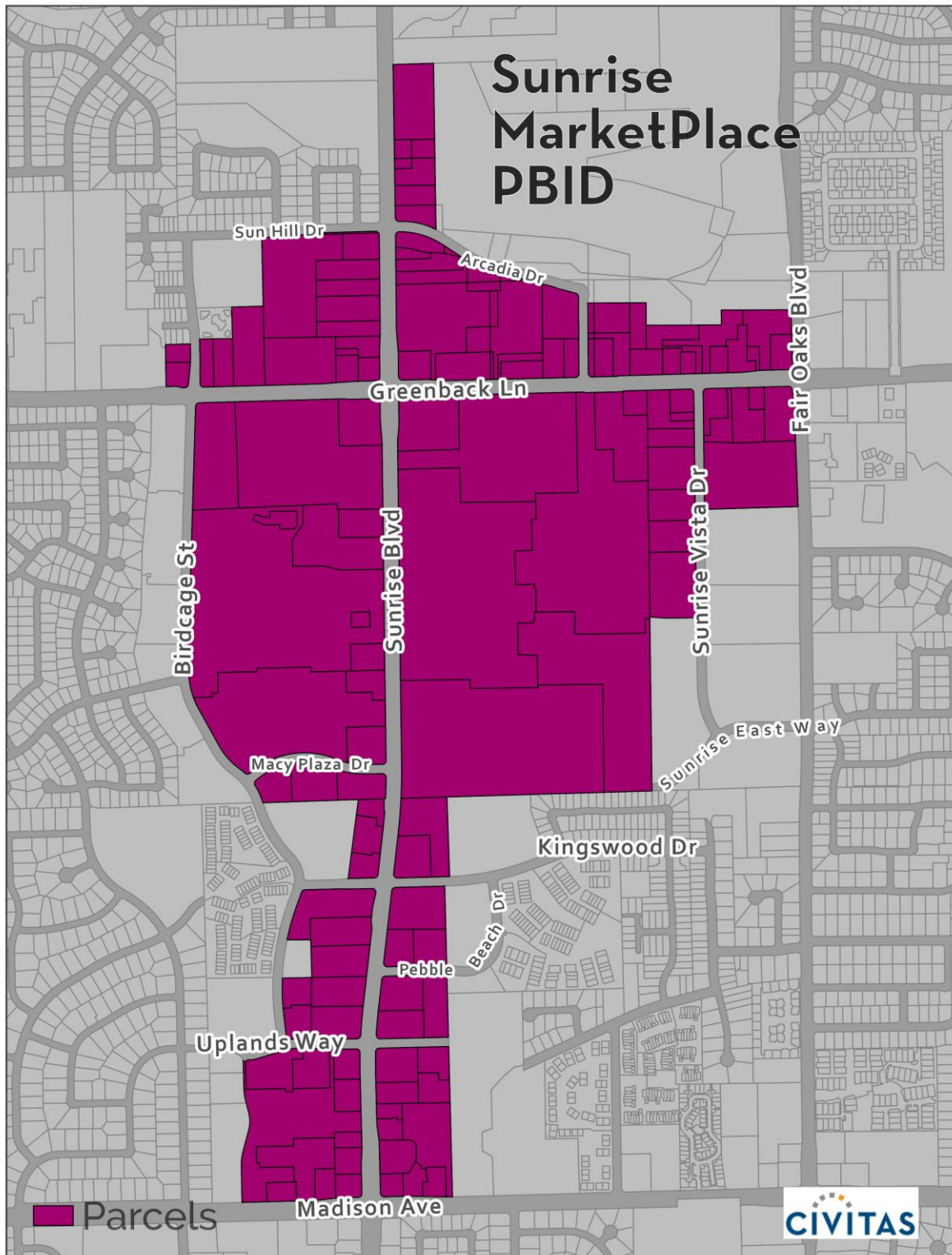
24304800220000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	4,562	RETAIL	\$305.20
24304800230000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	27,124	RETAIL	\$1,814.60
24304800240000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	32,452	RETAIL	\$2,171.04
24304800260000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	32,896	RETAIL	\$2,200.74
24304800270000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	38,192	RETAIL	\$2,555.04
24304800280000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	7,067	RETAIL	\$472.78
24304800300000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	18,000	RETAIL	\$1,204.20
24304800310000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	12,840	RETAIL	\$859.00
24304800320000	MITCHELL & SIPPOLA LIMITED PARTNERSHIP	131,116	RETAIL	\$8,771.66
2430082016000	SMUD	10,171	OFFICE	\$375.31

APPENDIX 4 – TOTAL ESTIMATED MAXIMUM COST OF IMPROVEMENTS AND ACTIVITIES

The estimated maximum cost of the line items below was developed based on the estimated costs of providing services in the proposed SMPPBID. The costs below are estimated, and the actual line item costs will fluctuate. The table below shows expenditures from assessment and non-assessed funds. Assessment funds are governed by Section IV. There is no limit on reallocation of non-assessment funds by Sunrise MarketPlace Inc. The total maximum budget may exceed the maximum listed in this table if parcel ownership changes results in parcels being assessed at a higher rate due to a higher estimated benefit.

Year	District Enhancement Programs	Economic Development	Admin & Policy Development	Contingency	Total
2022	\$669,567.79	\$44,637.85	\$160,696.27	\$17,855.14	\$892,757.05
2023	\$669,567.79	\$44,637.85	\$160,696.27	\$17,855.14	\$892,757.05
2024	\$669,567.79	\$44,637.85	\$160,696.27	\$17,855.14	\$892,757.05
Total	\$2,008,703.37	\$133,913.55	\$482,088.81	\$53,565.42	\$2,678,271.15

APPENDIX 5 – MAP



APPENDIX 6 – INTERCEPT SURVEY RESULTS

How likely it is that you will do the following activity either today or at any point in the future, while in Sunrise MarketPlace?

Do you live or work in the Sunrise MarketPlace?	Do you own property within the Sunrise MarketPlace?	Stroll or walk around for leisure	Eat or drink at a restaurant, cafe or bar	Go shopping	Conduct professional business	Attend a special event	Attend a seminar sponsored by SMP	Benefit
Live	No	SW likely	Slightly likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Very likely	SW likely	SW likely	Slightly likely	Very likely	Not at all likely	S
Live	No	SW likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Slightly likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	Yes	Not at all likely	SW likely	SW likely	Not at all likely	Not at all likely	Not at all likely	S
Work	No	NA	Slightly likely	NA	NA	NA	NA	S
Neither	No	SW likely	SW likely	SW likely	SW likely	SW likely	SW likely	S
Neither	No	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Work	No	SW likely	Very likely	Very likely	SW likely	Very likely	SW likely	S
Neither	No	SW likely	Very likely	Very likely	Not at all likely	Slightly likely	Not at all likely	S
Neither	No	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	NA	S
Work	No	NA	NA	Very likely	NA	NA	NA	S
Live	No	Very likely	Very likely	Very likely	Very likely	Very likely	Very likely	S
Work	No	Slightly likely	Slightly likely	SW likely	Not at all likely	Slightly likely	Not at all likely	S
Live	No	Very likely	Very likely	Very likely	Very likely	Very likely	Very likely	S

Both	Yes	Very likely	Very likely	Very likely	Not at all likely	Very likely	Very likely	S
Work	No	SW likely	Very likely	Very likely	Slightly likely	Very likely	Slightly likely	S
Neither	No	Slightly likely	Very likely	Very likely	SW likely	SW likely	Not at all likely	S
Neither	No	Not at all likely	Slightly likely	Slightly likely	Not at all likely	Not at all likely	Not at all likely	S
Both	No	Very likely	Very likely	SW likely	Not at all likely	SW likely	SW likely	S
Live	No	Very likely	Very likely	Very likely	NA	SW likely	SW likely	S
Live	No	Very likely	SW likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Both	No	SW likely	Very likely	Very likely	Not at all likely	SW likely	Not at all likely	S
Live	No	Slightly likely	SW likely	Slightly likely	Not at all likely	Not at all likely	Not at all likely	S
Live	Yes	Very likely	Very likely	Very likely	Slightly likely	Slightly likely	Not at all likely	S
Live	No	Very likely	SW likely	Very likely	Not at all likely	SW likely	Slightly likely	S
Both	No	SW likely	Very likely	Very likely	Very likely	Very likely	Slightly likely	S
Neither	No	Very likely	SW likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	SW likely	SW likely	Very likely	Not at all likely	Slightly likely	Not at all likely	S
Neither	No	SW likely	Slightly likely	Very likely	Slightly likely	SW likely	Not at all likely	S
Neither	No	Very likely	NA	Very likely	NA	NA	NA	S
Neither	No	Very likely	SW likely	SW likely	Slightly likely	Slightly likely	Not at all likely	S
Work	No	Very likely	SW likely	Very likely	Slightly likely	SW likely	Not at all likely	S
Live	No	Very likely	Very likely	Very likely	Not at all likely	Very likely	SW likely	S
Live	No	SW likely	SW likely	Very likely	SW likely	SW likely	SW likely	S
Work	No	Not at all likely	Not at all likely	Slightly likely	Not at all likely	Not at all likely	Not at all likely	S

Neither	No	Slightly likely	SW likely	SW likely	Not at all likely	Not at all likely	NA	S
Neither	No	SW likely	Very likely	SW likely	Not at all likely	Slightly likely	Not at all likely	S
Live	No	Not at all likely	SW likely	Very likely	Not at all likely	SW likely	Not at all likely	S
Live	No	SW likely	SW likely	Very likely	NA	NA	NA	S
Live	No	SW likely	Very likely	Very likely	Slightly likely	SW likely	Slightly likely	S
Live	Yes	Not at all likely	SW likely	Very likely	Not at all likely	SW likely	Slightly likely	S
Neither	No	SW likely	SW likely	SW likely	Slightly likely	Slightly likely	Not at all likely	S
Neither	No	Cer	SW likely	Very likely	Not at all likely	Slightly likely	Not at all likely	S
Neither	No	NA	SW likely	Very likely	NA	NA	NA	S
Neither	No	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	NA	NA	Slightly likely	NA	NA	NA	S
Neither	No	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	NA	Very likely	Very likely	VNA	VNA	VNA	S
Live	No	SW likely	Slightly likely	SW likely	Very likely	Very likely	Slightly likely	S
Live	No	Very likely	Slightly likely	SW likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Not at all likely	Slightly likely	Slightly likely	Slightly likely	Slightly likely	Not at all likely	S
Both	Yes	Very likely	Very likely	Very likely	Not at all likely	Very likely	Slightly likely	S
Both	Yes	Very likely	Very likely	Very likely	SW likely	SW likely	Slightly likely	S
Neither	No	Very likely	Very likely	Very likely	Slightly likely	Not at all likely	Slightly likely	S
Live	No	SW likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Not at all likely	SW likely	SW likely	Not at all likely	Not at all likely	Not at all likely	S

Neither	No	Not at all likely	SW likely	Slightly likely	Not at all likely	Not at all likely	Not at all likely	S
Live	No	Very likely	Very likely	SW likely	Not at all likely	SW likely	SW likely	S
Neither	No	Not at all likely	Slightly likely	Slightly likely	Not at all likely	Not at all likely	Not at all likely	S
Live	No	SW likely	Very likely	Slightly likely	Slightly likely	Not at all likely	Not at all likely	S
Neither	No	SW likely	Very likely	Very likely	Not at all likely	SW likely	Not at all likely	S
Neither	No	SW likely	Very likely	NSW	Slightly likely	Slightly likely	Slightly likely	S
Neither	No	SW likely	Very likely	SW likely	Slightly likely	Slightly likely	Slightly likely	S
Both	No	Slightly likely	SW likely	SW likely	SW likely	SW likely	SW likely	S
Work	No	Very likely	Very likely	SW likely	Very likely	Slightly likely	Not at all likely	S
Neither	No	Very likely	Very likely	Very likely	Not at all likely	Very likely	Very likely	S
Neither	No	Very likely	Very likely	SW likely	Not at all likely	SW likely	SW likely	S
Neither	No	SW likely	SW likely	SW likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Not at all likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Live	No	Not at all likely	Very likely	Very likely	SW likely	Slightly likely	SW likely	S
Neither	No	Slightly likely	Very likely	Not at all likely	Not at all likely	Not at all likely	Not at all likely	S
Live	No	Not at all likely	Very likely	Slightly likely	Slightly likely	Slightly likely	Not at all likely	S
Both	No	Slightly likely	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	S
Neither	No	Very likely	Very likely	SW likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Live	Yes	Not at all likely	Slightly likely	Very likely	Very likely	Not at all likely	Not at all likely	S

Live	Yes	SW likely	Very likely	Very likely	Not at all likely	Slightly likely	Not at all likely	S
Live	No	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Live	Yes	SW likely	Very likely	Very likely	SW likely	SW likely	Slightly likely	S
Live	Yes	Very likely	Very likely	Very likely	SW likely	SW likely	Not at all likely	S
Neither	No	SW likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	SW likely	SW likely	Very likely	Not at all likely	NA	NA	S
Both	No	Not at all likely	Very likely	Very likely	Not at all likely	SW likely	Not at all likely	S
Live	No	Very likely	Very likely	Very likely	Not at all likely	Slightly likely	Not at all likely	S
Neither	No	Not at all likely	Slightly likely	Very likely	SW likely	Not at all likely	Not at all likely	S
Live	Yes	Very likely	Very likely	Very likely	Not at all likely	SW likely	Not at all likely	S
Neither	No	Very likely	SW likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Live	Yes	Very likely	Very likely	Very likely	Not at all likely	Very likely	Not at all likely	S
Neither	No	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Work	No	Very likely	Very likely	Very likely	Not at all likely	Slightly likely	Slightly likely	S
Work	No	Very likely	Very likely	Very likely	Slightly likely	Not at all likely	Not at all likely	S
Live	No	Very likely	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	S
Work	No	Very likely	Very likely	Very likely	Not at all likely	Slightly likely	Slightly likely	S
Live	No	Very likely	Not at all likely	Very likely	Not at all likely	Slightly likely	Not at all likely	S
Live	Yes	Very likely	Very likely	Very likely	Slightly likely	SW likely	Slightly likely	S
Both	No	Very likely	Very likely	Very likely	Not at all likely	Very likely	Not at all likely	S
Live	Yes	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S

Live	No	Very likely	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	S
Work	No	Very likely	Very likely	Very likely	Very likely	Very likely	Very likely	S
Live	No	Very likely	Very likely	SW likely	Not at all likely	Not at all likely	Not at all likely	S
Both	No	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Not at all likely	SW likely	Very likely	Not at all likely	Slightly likely	Slightly likely	S
Neither	No	SW likely	SW likely	Very likely	No Answer	No Answer	No Answer	S
Live	No	Very likely	SW likely	Very likely	Not at all likely	SW likely	Slightly likely	S
Neither	No	Very likely	Very likely	SW likely	Very likely	SW likely	Slightly likely	S
Neither	No	Very likely	Very likely	Very likely	Very likely	Very likely	Very likely	S
Neither	No	Not at all likely	Not at all likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Not at all likely	Not at all likely	Not at all likely	Not at all likely	Not at all likely	Not at all likely	S
Live	Yes	SW likely	SW likely	Very likely	Not at all likely	Very likely	SW likely	S
Neither	No	SW likely	SW likely	SW likely	Not at all likely	Not at all likely	Not at all likely	S
Both	No	SW likely	SW likely	Very likely	Not at all likely	Slightly likely	Not at all likely	S
Both	No	Slightly likely	Very likely	Very likely	NA	Slightly likely	Slightly likely	S
Neither	No	SW likely	SW likely	SW likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	SW likely	SW likely	Not at all likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Not at all likely	Very likely	Slightly likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Very likely	Very likely	Very likely	Slightly likely	Slightly likely	Slightly likely	S

Neither	No	SW likely	Very likely	Very likely	SW likely	Very likely	Slightly likely	S
Live	No	Slightly likely	Slightly likely	Very likely	Slightly likely	Very likely	Slightly likely	S
Neither	No	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Work	No	SW likely	Very likely	Slightly likely	Not at all likely	NA	NA	S
Work	No	Slightly likely	Very likely	Very likely	Not at all likely	NA	Not at all likely	S
Both	No	Very likely	Very likely	Very likely	Very likely	Very likely	SW likely	S
Work	No	Very likely	Very likely	Very likely	SW likely	Very likely	SW likely	S
Neither	No	Very likely	Slightly likely	SW likely	Not at all likely	SW likely	NA	S
Neither	No	Not at all likely	Not at all likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Both	No	Very likely	Very likely	Not at all likely	Not at all likely	SW likely	Not at all likely	S
Neither	No	Not at all likely	Slightly likely	Slightly likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Not at all likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Work	No	SW likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Very likely	Very likely	Very likely	Not at all likely	SW likely	SW likely	S
Neither	No	Very likely	SW likely	Slightly likely	Not at all likely	Not at all likely	Not at all likely	S
Live	Yes	Very likely	Very likely	Very likely	Not at all likely	SW likely	Not at all likely	S
Neither	No	Not at all likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Very likely	Very likely	Very likely	Not at all likely	SW likely	SW likely	S
Neither	No	Slightly likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S

Neither	No	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Very likely	SW likely	Very likely	Not at all likely	Slightly likely	Not at all likely	S
Neither	No	Not at all likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Live	Yes	Slightly likely	SW likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Very likely	SW likely	SW likely	Not at all likely	SW likely	Not at all likely	S
Live	No	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Live	No	Slightly likely	SW likely	SW likely	Not at all likely	Slightly likely	Not at all likely	S
Neither	No	SW likely	Very likely	Very likely	Slightly likely	SW likely	Not at all likely	S
Live	No	Very likely	Very likely	Slightly likely	No Answer	SW likely	Not at all likely	S
Live	No	Very likely	Very likely	Very likely	No Answer	Very likely	No Answer	S
Live	No	Very likely	Very likely	Very likely	No Answer	Very likely	No Answer	S
Work	Yes	Very likely	Very likely	Very likely	Very likely	Very likely	Very likely	S
Neither	No	Very likely	Very likely	Very likely	SW likely	No Answer	No Answer	S
Neither	No	Very likely	Very likely	Very likely	SW likely	Very likely	Very likely	S
Neither	No	Very likely	Very likely	Very likely	Slightly likely	Very likely	Slightly likely	S
Live	No	Very likely	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	S
Live	No	SW likely	Very likely	SW likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Very likely	Very likely	SW likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Very likely	SW likely	SW likely	Slightly likely	Slightly likely	Slightly likely	S
Neither	No	Not at all likely	Slightly likely	Slightly likely	Not at all likely	Not at all likely	Not at all likely	S

Neither	No	Very likely	SW likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Very likely	Very likely	Very likely	Very likely	Very likely	Very likely	S
Neither	No	Very likely	Very likely	Very likely	Very likely	No Answer	No Answer	S
Live	No	Very likely	Very likely	Very likely	No Answer	Very likely	No Answer	S
Both	Yes	Very likely	Very likely	Very likely	Very likely	Very likely	Very likely	S
Live	Yes	Very likely	Very likely	Very likely	No Answer	No Answer	No Answer	S
Live	Yes	SW likely	SW likely	SW likely	Very likely	Slightly likely	Very likely	S
Neither	No	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	SW likely	Very likely	Slightly likely	No Answer	Slightly likely	No Answer	S
Neither	No	Very likely	Very likely	SW likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Very likely	Slightly likely	SW likely	Slightly likely	Slightly likely	Slightly likely	S
Work	No	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Slightly likely	SW likely	SW likely	Not at all likely	SW likely	SW likely	S
Neither	No	SW likely	Very likely	SW likely	Not at all likely	SW likely	Not at all likely	S
Neither	No	Very likely	Very likely	Very likely	Not at all likely	Very likely	Very likely	S
Live	No	Very likely	Very likely	Very likely	Not at all likely	SW likely	SW likely	S
Live	No	Very likely	Slightly likely	SW likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	SW likely	Very likely	Very likely	Not at all likely	Slightly likely	Not at all likely	S
Neither	No	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	SW likely	SW likely	SW likely	Not at all likely	Slightly likely	Slightly likely	S

Neither	No	SW likely	SW likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Neither	No	Very likely	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	S
Neither	No	SW likely	Very likely	Very likely	Slightly likely	Very likely	SW likely	S
Live	No	Very likely	SW likely	SW likely	Not at all likely	SW likely	Not at all likely	S
Live	No	Very likely	Very likely	Very likely	Very likely	Very likely	Very likely	S
Live	No	Very likely	Very likely	Very likely	Very likely	Very likely	Very likely	S
Work	No	SW likely	Very likely	Very likely	Very likely	SW likely	Slightly likely	S
Live	No	Very likely	Very likely	Very likely	Not at all likely	Slightly likely	Not at all likely	S
Live	No	Very likely	Very likely	Very likely	Not at all likely	Very likely	Not at all likely	S
Live	Yes	Very likely	SW likely	Very likely	Not at all likely	Slightly likely	Not at all likely	S
Both	Yes	Very likely	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	S
Neither	No	Very likely	Very likely	Very likely	Very likely	Not at all likely	Not at all likely	S
Both	No	Very likely	Very likely	Very likely	Very likely	Slightly likely	Not at all likely	S
Live	No	Very likely	Very likely	Very likely	Not at all likely	Slightly likely	Not at all likely	S
Live	No	Very likely	Very likely	Very likely	Slightly likely	Not at all likely	Not at all likely	S
Live	No	Very likely	Very likely	Very likely	Not at all likely	SW likely	Not at all likely	S
Live	No	Very likely	Very likely	Very likely	SW likely	Slightly likely	NA	S
Live	No	Slightly likely	Very likely	Very likely	Not at all likely	SW likely	NA	S
Live	No	Slightly likely	Very likely	Very likely	Not at all likely	SW likely	Not at all likely	S
Neither	No	SW likely	Very likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Live	No	Very likely	Very likely	Very likely	Not at all likely	Very likely	Not at all likely	S

Live	No	SW likely	Very likely	Very likely	NA	Not at all likely	Not at all likely	S
Live	Yes	SW likely	Slightly likely	SW likely	Not at all likely	SW likely	Not at all likely	S
Neither	No	Slightly likely	Slightly likely	Very likely	Not at all likely	Not at all likely	Not at all likely	S
Live	No	Very likely	SW likely	Very likely	Not at all likely	Very likely	Not at all likely	S
Work	No	Slightly likely	Very likely	Very likely	SW likely	Slightly likely	Not at all likely	S
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CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: June 24, 2021

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

FROM: Regina Cave, Operations Manager
Leslie Blomquist, City Engineer

SUBJECT: **Senate Bill 1 (SB 1) Road Maintenance and Rehabilitation Account Funding and Project List for FY 2021-2022**

Summary and Recommendation

Pursuant to Senate Bill 1 (SB 1), all California counties and cities receiving enhanced transportation funding through the recently enacted gas tax increase are required to submit on an annual basis an expenditure plan for the respective agency's allocation of funds for the subsequent fiscal year.

Staff recommends the City Council adopt Resolution No. 2021-___ A Resolution of the City Council of the City of Citrus Heights, California, approving the Fiscal Year 2021-2022 Project List to be Funded by Senate Bill 1: The Road Repair and Accountability Act of 2017.

Fiscal Impact

In accordance with the formulaic distribution of the existing gas tax funds, Citrus Heights is expected to receive an estimated \$1,505,178 in RMRA funds for fiscal year 2021-2022. These funds will come to the city in the same manner as the existing gas tax funds, which is a monthly distribution based on actual revenues collected. The RMRA funds (initially higher as provided by the State Department of Finance preliminary estimates) are programmed in the 2021-2022 budget as well as the 5-year Capital Improvement Program consistent with staff's recommendations herein.

Background and Analysis

On April 28, 2017, SB 1 was enacted into law, which established the RMRA to address deferred maintenance on state highway, and local streets and road systems. The bill stipulates the RMRA funds shall be used for projects that include, but are not limited to, the following:

- Road maintenance and rehabilitation;

- Safety Projects;
- Railroad grade separations;
- Complete streets components, including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm water capture projects in conjunction with any other allowable project;
- Traffic control devices; and
- Matching funds for State and/or Federal grants for eligible projects.

In order to receive SB 1 funds, the California Transportation Commission (CTC) requires all local agencies submit an annual expenditure plan identifying the proposed projects to be funded with the RMRA funds, along with an adopted resolution containing the proposed projects.

On April 9, 2020, Council authorized the City to enter into a cost share agreement with the County of Sacramento (County) to resurface shared portions of Madison Avenue as well as Kenneth Avenue. Initially, this project was scheduled to begin construction in May 2020, with the City reimbursing the County up to approximately \$750,000 per year for Fiscal Years 2020/2021 and 2021/2022, budgeted out of the City's RMRA funds. That project was delayed and is scheduled to be complete this summer. The bids for this project did come in favorable, and with a funding swap negotiated with the County in 2020 for \$380,000 in SB1 Local Program Partnership funds (LPP), it is likely the balance for the city's share upon completion will be less than initially planned for.

Additionally, in 2020 the City initiated design on a segment of Greenback Lane (Sunrise Blvd to Fair Oaks Blvd) as a complete streets project. This project was spurred by an unplanned capital allocation from the Sacramento Transportation Authority for FY 2020/2021. This project was listed in the 2020/2021 SB1 expenditure plan, however, based on updated estimates for construction, which is anticipated to begin in early spring 2022, additional funding from SB1 will be necessary to support the overall project. It is estimated an addition \$500,000 will be required, bringing the total SB1 contribution to \$900,000.

With the city's updated Pavement Management System, the consultant made recommendations tailored to the city's pavement resurfacing budget as well as our overall network Pavement Condition Index (PCI). Staff are currently in the process of developing project limits and costs estimates for the list of streets Council approved in 2020 with the expectation that those streets will be addressed in spring of 2022. Staff are looking at maximizing return by adding additional streets to that project that are in within close proximity, utilizing the City's 2021/2022 SB1 funds; however, until the final costs for the County Shared Project are received, and the Greenback Lane Complete Streets Project is advertised (late 2021), it is unknown what the available balance of the 2021/2022 SB1 funds will be. Therefore, at this time, staff are recommending to program only for the County Shared Project and Greenback Lane Complete Streets, and will return to council at a later date with an expanded list of streets for the 2022 resurfacing project.

The proposed improvement projects staff have identified for SB1 funding for FY 2021-2022 are as follows:

<u>Projects</u>	<u>Completion</u>	<u>Estimated Useful Life</u>
	October 2022	20 Year life
<ul style="list-style-type: none">• Citrus Heights/Sacramento County Shared Paving Project<ul style="list-style-type: none">• Madison Avenue from San Juan Avenue to Dewey Drive• Kenneth Avenue from Central Avenue to Oak Avenue• Greenback Lane Complete Streets – Sunrise Boulevard to Fair Oaks Boulevard		

The list and any amendments to the expenditure plan is also subject to change in the event the City's RMRA revenues increase or decrease.

Attachments

- 1) Resolution No. 2021 - _____ of the City Council of the City of Citrus Heights, California, approving the Fiscal Year 2021-2022 Project List to be Funded by Senate Bill 1: The Road Repair and Accountability Act of 2017

RESOLUTION NO. 2021- ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CITRUS HEIGHTS, CALIFORNIA, APPROVING THE
FISCAL YEAR 2021-2022 PROJECT LIST TO BE FUNDED BY
SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by California Legislature and signed into law in April 2017 to help address the significant multi-modal transportation funding shortfalls statewide;

WHEREAS, SB 1 includes provisions for transparency and accountability to help ensure taxpayers are informed of the projects being proposed with RMRA funding, and that recipients are expending the funds on eligible projects that meet the objectives of SB 1;

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvements;

WHEREAS, the City of Citrus Heights will receive an estimated \$1,505,178 in RMRA funding from SB 1 in Fiscal Year 2021-2022.

WHEREAS, this is the fifth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public may not have otherwise been possible without SB 1;

WHEREAS, the City used data from its most recent Pavement Management System update from 2019 to develop the SB 1 project list for Pavement Resurfacing Project to ensure revenues are being used on the most high-priority streets with low Pavement Condition Index (PCI) ratings, as well as streets still in fair condition with higher PCI's to achieve overall cost-effective projects that also meet the communities priorities for transportation investment;

WHEREAS, these SB 1 funds will also allow the City to partner with the County of Sacramento Department of Transportation to address deferred maintenance along portions of Madison Avenue as well as Kenneth Avenue, both of which are shared roadways for our respective jurisdictions;

WHEREAS, the funding from SB 1 will help Citrus Heights maintain and rehabilitate three major corridors throughout Citrus Heights this year, and will continue to support our annual street resurfacing projects well into the future;

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the overall network of streets throughout the greater Sacramento County region are in the "at-risk" category (50-70 PCI), with Citrus Heights PCI at 53;

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure,

and using cutting-edge technology, materials and practices where applicable will have significant positive impacts throughout our community and the region; and

WHEREAS, this list presented is subject to change based on actual RMRA revenues received under the Local Streets and Roads Program.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights that the proposed list of projects to be funded in FY 2021-2022 by Senate Bill 1: The Road Repair and Accountability Act is hereby approved.

<u>Projects</u>	<u>Completion</u>	<u>Estimated Useful Life</u>
	October 2022	21 Year life
<ul style="list-style-type: none">• Citrus Heights/Sacramento County Shared Paving Project<ul style="list-style-type: none">• Madison Avenue from San Juan Avenue to Dewey Drive• Kenneth Avenue from Central Avenue to Oak Avenue• Greenback Lane Complete Streets – Sunrise Boulevard to Fair Oaks Boulevard		

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

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 24th day of June, 2021 by the following vote, to wit:

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

Steve Miller, Mayor

ATTEST:

Amy Van, City Clerk



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: June 24, 2021

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

FROM: Regina Cave, Operations Manager

SUBJECT: **Measure A: Approval of Decennial Review Expenditure Plan Amendments**

Summary and Recommendation

In April 2021, the Governing Board (Board) for the Sacramento Transportation Authority (STA) approved amendments to the countywide Measure A (Measure) half-cent transportation sales tax implementing ordinance. As required by the Measure, actions of the County Board of Supervisors and the City Councils to approve or oppose the amendment(s) must be communicated to the STA by June 30, 2021.

Staff recommends the City Council adopt Resolution No. 2021-___ A Resolution of the City Council of the City of Citrus Heights, California, approving the Sacramento Transportation Authority Decennial Review Amendments.

Fiscal Impact

Staff's recommended action will result in no fiscal impact.

Background and Analysis

The STA administers a one-half cent countywide transportation sales tax. Sacramento County voters approved the current Measure in 2004, which went into effect in 2009 as a 30-year extension of the original countywide transportation sales tax from 1989. The extension included a detailed Countywide Transportation Expenditure Plan (CTEP), comprised of ongoing programs and capital projects. Ordinance No. STA 04-01 requires that a review of the CTEP be conducted every ten years, beginning in 2019, to ensure the sales tax program reflects changing transportation needs. With the STA's 2019-2020 efforts exploring a potential November 2020 transportation sales tax proposal, the STA Board (Board) approved a resolution (STA-20-0001) in January 2020, which continued the initial ten-year review until a decision was made whether to place a new measure on

the ballot. Following the Boards action in July 2020 to not move forward with a November 2020 (new) sales tax measure, the Board approved a plan to re-initiate the ten-year review process.

Per Section XII of the Measure A Implementing Ordinance, the decennial review “shall consider recommendations from local governments, transportation agencies and interest groups, and the general public.” This decennial review incorporated extensive review and input from local public works agencies, recognizing our respective community’s priorities and desire to ensure flexibility as needs and resources change.

Approximately 77% of the total Measure A revenues are allocations to ongoing programs and operations. Those programs and operations include:

- Transit Operations & Maintenance – 34%
- Street and Road Maintenance – 29%
- Pedestrian and Bicycle Facilities – 5%
- Traffic Control and Safety – 3%
- Senior & Disabled Transportation – 4%
- Neighborhood Shuttles – 1%
- Air Quality – 1%

In addition to the one-half cent sales collected, a condition of Measure A requires local agencies collect an impact fee on new development. Those fees collected are then submitted to the STA and utilized to support projects in the CTEP. Citrus Heights (City) receives a majority of its Measure A funds through ongoing programs; Street and Road Maintenance, Pedestrian and Bicycle Facilities, and Traffic Control and Safety. Funds are distributed by relative population (75%) and relative paved and maintained road miles (25%). Based on this formula, the City receives approximately 5.35% of the total funding allocated to the ongoing programs. The balance of the Measure A sales tax funds and all of the impact fee revenues are dedicated to capital projects. The City has benefited and will continue to benefit from funding allocations under the capital program. Through the initial decennial, Citrus Heights has received approximately \$7.8m in Measure A capital funds, leveraging other federal and state grants, has a current \$600,000 capital allocation for Greenback Lane which will be expended in FY 2021/2022, and is programmed for another \$600,000 in FY’s 2023/2024 for the Sunrise Boulevard corridor and Antelope Road corridor. The balance of Citrus Heights’ Capital allocation (approximately \$8.3m) will be programmed in the second decennial and third decennial as projects progress and revenues provide.

Over a three month period, the STA held three public hearings at regularly scheduled Board meetings to allow for discussion and input of the decennial review. On April 8, 2021, the Board approved amendments to the ordinance. The City received notification from the STA on April 29, 2021, advising of the Expenditure Plan Amendment, requesting action by our Council within 60 days of said notice. While such action is not required, any formal approval or opposition must be communicated to the STA within the 60 day timeframe. While formal action is not required, and no action or response constitutes approval, staff’s recommended action is for the purpose of providing transparency, while highlighting the importance of Measure A for our community and

support the Expenditure Plan Amendments for long term benefits to Citrus Heights and to the overall regional transportation network.

Attachments

- 1) Resolution No. 2021 - _____ of the City Council of the City of Citrus Heights, California, approving the Sacramento Transportation Authority Decennial Review Amendments.
- 2) Documents from the Sacramento Transportation Authority (STA):
 - April 29, 2021 Letter from Sabrina Drago, Executive Director
 - April 8, 2021 STA Agenda Item #7 with attachments.

RESOLUTION NO. 2021- ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CITRUS HEIGHTS, CALIFORNIA, APPROVING THE
SACRAMENTO TRANSPORTATION AUTHORITY
DECENNIAL REVIEW AMENDMENTS**

WHEREAS, in 2004, voters of Sacramento County approved Measure A, a 30-year extension of the half-cent countywide transportation sales tax, which is administered by the Sacramento Transportation Authority (STA);

WHEREAS, the passage of Measure A included a Countywide Transportation Expenditure Plan, identifying eligible ongoing programs, operations and capital projects;

WHEREAS, the Measure A governing articles, Ordinance No. STA 04-01, requires that an Expenditure Plan review be conducted every ten years, beginning in 2019, to ensure the existing transportation sales tax program reflects changing transportation needs;

WHEREAS, the STA extended their initial ten-year review until a decision was made as to whether to place a new measure on the November 2020 ballot;

WHEREAS, in September 2020, the STA approved a plan to re-initiate the ten-year review process;

WHEREAS, on April 8, 2021, following three public hearings held at regularly scheduled STA meetings over a three-month period, the STA Board approved amendments to the ordinance;

WHEREAS, actions of the Board of Supervisors and City Councils to approve or oppose the amendment(s) must be communicated to the STA within 60 days after the date the notification is provided;

WHEREAS, Measure A funds support Citrus Heights maintenance, operations and capital improvements of our public infrastructure; and

WHEREAS, Citrus Heights supports regional goals to maintain and improve the flexibility in which Measure A funds can be utilized to help further enhance and promote a countywide multi-modal transportation network that serves all users.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights approves the Sacramento Transportation Decennial Review Expenditure Plan Amendments.

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

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 24th day of June, 2021 by the following vote, to wit:

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

Steve Miller, Mayor

ATTEST:

Amy Van, City Clerk

April 29, 2021

City of Citrus Heights Mayor & Council
6360 Fountain Square Drive
Citrus Heights, CA 95621

Re: Notification of Transportation Expenditure Plan Amendment -
Request for Action of Legislative Body

Dear Mayor Miller and Members of the Council:

In November 2004, the voters of Sacramento County passed Measure A, a “continuation of a one-half of one percent retail transactions and use tax by the Sacramento Transportation Authority for local transportation purposes” (Ordinance No. STA 04-01).

Section XII of Ordinance No. STA 04-01 requires that an Expenditure Plan review be conducted every ten years, beginning in 2019, to ensure that the existing transportation sales tax program reflects current needs as demographics, economics and technology changes. Due to the 2019-2020 efforts exploring the potential for a November 2020 transportation sales tax proposal, the Authority approved Resolution STA-20-0001 in January 2020, continuing the initial ten-year review until a decision was made as to whether to place a new measure on the ballot and, if necessary, the voters decided the issue. The Governing Board repealed Ordinance No. STA 20-001 in July 2020 due to insufficient voter support as determined by polling in late June. In September 2020 the Authority approved a plan to re-initiate the ten-year review process.

The Authority conducted a series of public hearings held in conjunction STA Governing Board Meetings over three months beginning in November 2020. Per Section XII of the Ordinance, the first hearing received input from local governments, the second hearing in December received input from transportation agencies and interest groups, and the final hearing in January 2021 was open to the general public.

At the end of the hearing process, staff compiled the input and developed recommendations for any proposed amendments to the Expenditure Plan for the Governing Board’s consideration. The STA Governing Board approved the amendments to the Expenditure Plan on April 8, 2021.

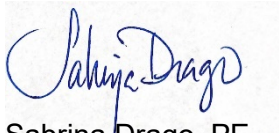
Per Section XII of Measure A, this letter serves as notification to the Board of Supervisors and the City Councils of the approved amendments to the Expenditure Plan, which is attached.

Actions of the Board of Supervisors and City Councils to approve or to oppose the amendment(s) must be communicated to the Authority within 60 days after the date this Notification is provided. Failure to notify the Authority of formal action within 60 days after the date of this Notice will constitute approval.

To be successful, all amendments must be approved by the Board of Supervisors and by a majority of the City Councils constituting a majority of the incorporated population. The process will be completed by June 30, 2021, as required by Resolution STA-20-001.

Please reach out to me directly if you need any clarifications or if you would like me to present this information at an upcoming Council Meeting.

Respectfully,



Sabrina Drago, PE
Executive Director
Sacramento Transportation Authority
916.323.0895 | sabrina@sacta.org

Attachment



Sacramento Transportation Authority
GOVERNING BOARD

APRIL 8, 2021

AGENDA ITEM # 7

APPROVE DECENNIAL REVIEW UPDATES

Action Requested: Adopt and Approve

Key Staff: Sabrina Drago, Executive Director

APPROVED
BOARD OF DIRECTORS
By ordinance # STA0-0012
APR 08 2021
BY *Therence Evans*
Clerk of the Board

Recommendation

Approve staff recommendations, based on public comments and the Professional Advisory Group, for Decennial Review Updates.

Background

Section XII of the Measure A implementing Ordinance states that "Beginning in 2019, and every ten years thereafter, the Authority shall review and, where necessary, propose amendments to the Expenditure Plan to meet changing transportation needs. Such review shall consider recommendations from local governments, transportation agencies and interest groups, and the general public."

Given the effort of exploring the potential for a November 2020 transportation sales tax Measure, the Governing Board approved Resolution STA-20-0001 in January 2020, continuing the initial ten-year review until a decision was made as to whether to place a new measure on the ballot and, if necessary, the voters decided the issue. The Authority approved a plan at its September 2020 meeting to re-initiate the ten-year review process.

Discussion

Since Measure A passed in 2004 by 75% approval rate, it was the preference of the Governing Board to limit changes to the Expenditure Plan. With that stipulation in mind, the Authority conducted a series of public hearings over three months beginning in November 2020. Per Section XII of the Ordinance, the November hearing was focused on input from local governments, the December meeting on input from transportation agencies and interest groups, and the January 2021 meeting was open to the general public.

The Authority received comments from six (6) entities, including Caltrans, City of Elk Grove, City of Sacramento, Sacramento County, the STA Independent Taxpayer Oversight Committee and a member of the public. A synopsis of their comments is below:

Anatolia Homeowner, Sherry Kimbrow:

- Better commuting and park trails including better upkeep on existing paths, safe access to paths and shorter options for children, elderly and disabled.

Caltrans:

- Maintain percentage allocations in major categories and limit funding transfers between subcategories.

Elk Grove:

- No changes to the voter-approved allocation percentages
- Add the following eligible expenditures:
 - Curb Ramps replacement would be allowed with Road Maintenance
 - Bikeways including Class IV Bikeways (Separated Bikeways) or Cycle Tracks
 - Smart City Infrastructure related to Transportation Mobility and Safety
 - Bike Racks, Bike/pedestrian counters
 - Signals for pedestrians and bicyclists
 - Bus Stops and Shelters
 - Non-Infrastructure Education Programs for Safe Routes to School

Independent Taxpayer Oversight Committee (ITOC):

- Add two (2) voting members to bring the total up to five (5) versus the current three (3).

Sacramento, City:

- Does not recommend major changes to the program with some amendments:
 - From the City's approved targeted CIP Allocation, provide \$2M toward exploration of a new management structure to oversee the Intermodal Station
 - In the event that that the Richards Blvd./I-5 Interchange is determined to not be a feasible project, reallocate capital funding from Richards Blvd/I-5 Interchange to a new multi-modal bridge across the American River.
 - Add regional bike trails to the category of allowable expenditures in the Transportation Project Environmental Mitigation Program

Sacramento, County:

- Add language in Section IX, "Safety, Streetscaping, Pedestrian and Bicycle Facilities" to include activities that promote bicycle and pedestrian use and education around safety. The request states to not include options for infrastructure or funding, but merely education and outreach.

However, upon review from General Council, Staff were advised that the comment from the Independent Taxpayer Oversight Committee was part of Exhibit B, whereas the Decennial Review Update was only for Exhibit A, the Expenditure Plan. Their request was not incorporated into the updated Plan.

Staff recommendations for the proposed amendments are attached for the Board's consideration. If approved, the Authority will notify the Board of Supervisors and the City Councils of its initiation of any amendment, reciting findings of necessity.

Actions of the Board of Supervisors and City Councils to approve or to oppose the amendment(s) must be communicated to the Authority within 60 days after the date the notification is provided. Failure to notify the Authority of formal action within 60 days after the date of the notice will constitute approval. To be successful, an amendment(s) must be approved by the Board of Supervisors and by a majority of the City Councils constituting a

majority of the incorporated population. The process will be completed by June 30, 2021, as required by Resolution STA-20-001.

ORDINANCE NO. STAO-0012

AN ORDINANCE PROVIDING FOR THE CONTINUATION OF A ONE-HALF OF ONE PERCENT RETAIL TRANSACTIONS AND USE TAX BY THE SACRAMENTO TRANSPORTATION AUTHORITY FOR LOCAL TRANSPORTATION PURPOSES

**BE IT ENACTED BY THE GOVERNING BOARD OF THE
SACRAMENTO TRANSPORTATION AUTHORITY:**

GUIDING PRINCIPLES AND PREAMBLE

To maintain and improve the quality of life in Sacramento County, the Sacramento Transportation Authority has crafted the Sacramento County Transportation Expenditure Plan:

- ▶ To reduce traffic congestion
- ▶ To improve air quality
- ▶ To maintain and strengthen the county's road and transportation systems
- ▶ To enhance Sacramento County's ability to secure state and federal funding for transportation by providing local matching funds
- ▶ To preserve unique, natural amenities
- ▶ To preserve agricultural land
- ▶ To serve all residents of Sacramento County.

This one-half of one percent retail transactions and use tax is statutorily dedicated for transportation planning, design, construction, operation and maintenance only in Sacramento County and cannot be used for other governmental purposes or programs. There are specific safeguards in this Ordinance to ensure that funding from the one-half of one percent transactions and use tax is used in accordance with the specified voter-approved transportation project improvements and programs. These safeguards include:

- The specific projects and programs included in the Expenditure Plan will be funded by revenue raised by this transactions and use tax. The Expenditure Plan can only be changed upon approval by the Sacramento County Board of Supervisors and a majority of all cities in the County representing a majority of the incorporated population.
- An Independent Taxpayer Oversight Committee is created to supervise fiscal and performance audits regarding the use of all sales tax funds and provide for independent review to ensure that all Measure funds are spent in accordance with provisions of the Expenditure Plan and Ordinance as approved by the voters.
- Continuation of Sacramento County's one-half of one percent transactions and use tax is for transportation programs only and is not intended to replace traditional revenues generated through locally-adopted development fees and assessment districts. Collection of the one-half of one percent transactions and use tax will start upon the expiration of the Existing Tax.
- The Sacramento Transportation Authority will continue to seek maximum funding for transportation improvements through State and federal programs. The Authority will not provide transactions and use tax revenue to any city or to the County unless all transportation revenues currently used by that jurisdiction continue to be used for transportation purposes.
- No more than three quarters of one percent of the available funds will be expended on administration of the sales tax program.
- A mandatory Expenditure Plan review is required every ten years to ensure that the program reflects current community needs as demographics, economics and technology change.

SECTION I. SUMMARY. This Ordinance provides for the continued imposition of a retail transactions and use tax of one-half of one percent for local transportation purposes for a period of thirty (30) years.

SECTION II. MANDATED TAXPAYER SAFEGUARDS.

A. Independent Taxpayer Oversight Committee. By April 1, 2010, an Independent Taxpayer Oversight Committee will be established as specified in Exhibit B of this Ordinance to provide citizen review and to ensure that all Measure funds are spent in accordance with provisions of the Expenditure Plan and this Ordinance. Exhibit B contains the specific terms and conditions for an Independent Taxpayer Oversight Committee and its role in supervising of periodic independent financial and performance audits.

B. Administrative Costs. The Authority shall expend only that amount of funds generated from the tax that is necessary and reasonable to carry out its responsibilities for audit, administrative expenses, staff support, and contract services. In no case shall the funds expended for administration exceed three quarters of one percent (0.75%) of the annual net amount of revenue raised by the tax.

C. Maintenance of Effort. The Authority, by the enactment of this Ordinance, intends the additional funds provided government agencies by this measure to supplement existing local revenues being used for street and highway purposes. Transactions and use tax revenue shall not be used to replace existing road funding programs or to replace requirements for new development to provide for its own road needs. Under this Measure, funding priorities should be given to addressing current transportation needs, easing congestion, and improving safety.

The government agencies shall maintain their existing commitment of transportation funds for street and highway, and the Authority shall enforce this provision by appropriate actions, including fiscal audits of the local agencies.

SECTION III. DEFINITIONS. The following definitions shall apply in this ordinance:

- A. "Expenditure Plan" means the Sacramento County Transportation Expenditure Plan 2009-2039 (attached as Exhibit A and adopted as part of this Ordinance) including any future amendments thereto.
- B. "County" means the County of Sacramento.
- C. "Authority" means the Sacramento Transportation Authority, a public district formed for the local performance of governmental functions under the Local Transportation Authority and Improvement Act, commencing at Section 180000 of the Public Utilities Code.
- D. "Existing Tax" means the one-half of one percent retail transactions and use tax adopted pursuant to Ordinance No. STA-0002.

SECTION IV. AUTHORITY. This Ordinance is enacted pursuant to the provisions of Division 19 (commencing with Section 180000) of the Public Utilities Code, and Section 7252.16 of the Revenue and Taxation Code.

SECTION V. CONTINUED IMPOSITION OF RETAIL TRANSACTIONS AND USE TAX.

Upon voter approval, the Authority shall continue to impose, in the incorporated and unincorporated territory of the County of Sacramento, a transactions and use tax for transportation purposes (referred to as "the tax") at the rate of one-half of one percent (0.5%) for a period of thirty (30) years beginning April 1, 2009. There shall be no concurrent assessment of the Existing Tax (which will expire on March 31, 2009) and the tax to be imposed pursuant to this Ordinance. The tax shall be imposed by the Authority in accordance with Section 180201 of the Public Utilities Code and Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code. The provisions of Revenue and Taxation Code Sections 7261 and 7262 and the provisions of Ordinance No. STA 0002, unless specifically modified by this Ordinance, are incorporated herein by reference as though fully set forth herein. The tax shall be in addition to any other taxes authorized by law, including any existing or future state or local sales tax or transactions and use tax.

SECTION VI. USE OF PROCEEDS. Revenues from the tax shall be used for transportation purposes only and may include, but are not limited to, administration, construction, maintenance, improvements, and operation of local streets, roads, and highways, state highways and freeways, public transit systems including rail, bicycle and pedestrian facilities and related purposes. These purposes include expenditures for planning, environmental reviews and mitigation, engineering and design costs, and related right-of-way acquisition and for the Cosumnes River Permanent Open Space Preserve and the American River Parkway/Bikeway Network. Expenditures also include, but are not limited to, debt service on bonds and expenses in connection with issuance of bonds. Routine accommodation of bicycles and pedestrians shall be included in all transportation projects.

SECTION VII. SACRAMENTO COUNTYWIDE TRANSPORTATION MITIGATION FEE PROGRAM (SCTMFP). No revenue generated from the tax shall be used to replace transportation mitigation fees required from new development now in effect in Sacramento County. In addition, each local jurisdiction must adopt a development financing mechanism as stated below in order to qualify for its local road maintenance formula funds.

Goal: To develop and implement a uniform transportation mitigation fee on all new development in Sacramento County that will assist in funding road and transit system improvements needed to accommodate projected growth and development.

Specific Program Guidelines:

- A. The Authority shall develop, in coordination with all local jurisdictions, a professional engineering and planning based process for charging new development with the cost of traffic impacts caused by each development during the period covered by this sales tax measure. Such a process will be consistent with state law, require each local jurisdiction to project growth of travel demand, identify specific road and transit capital improvements to meet such demands, describe the appropriate "nexus" between such demand and improvements, and adopt such fee programs as necessary to implement the revenues required.

B. The Authority process guidelines shall be adopted by the Authority Board no later than November 1, 2005. Each local government jurisdiction shall have completed the adopted process and implemented the fee program in its jurisdiction no later than March 31, 2009 for implementation on April 1, 2009. The fees to be implemented for this program shall be remitted to the Authority for reallocation to the local jurisdiction(s) in accordance with the SCTMFP. The fees to be implemented shall be in the following amounts:

- For each new single family unit - \$1,000.00
- For new multi-family units, retail building space, office space, and industrial or warehousing space, the fee shall be proportionate to the trip generation rate of the affected land use relative to the trip generation rate of a single family unit.

The fees shall be adjusted annually by action of the STA Governing Board to reflect changes in construction costs based on the McGraw-Hill Engineering News Record (ENR) 20-city Construction Cost Index.

The fee structure shall be implemented if validated by the nexus study described in A. above.

- C. All new low and very low income housing as defined by the California Department of Housing & Community Development shall be exempt from this fee program.
- D. The overall program allocation for the fees collected by this program shall be:
- 35% Local streets and roads for capital improvements and rehabilitation
 - 20% Public transit for capital improvements and rehabilitation
 - 20% Local interchange upgrades, safety projects and congestion relief improvements on the local freeway system, including bus and carpool lane projects.

- 15% Smart Growth Incentive Program
- 10% Transportation Project Environmental Mitigation, including, but not limited to habitat conservation, open space preservation, habitat replacement, and recreation, and overall environmental enhancement of transportation facilities to the benefit of local transit users and neighborhoods. Necessary open space preservation and natural habitat preservation programs shall be eligible uses of these funds.

- E. Authority Board may approve changes in the overall formula allocation described in D. above by a 2/3 vote.
 - F. All projects and program priorities for use of the SCTMFP shall be included in a five-year program, annually updated and approved by the Authority Board.
 - G. All fees raised under this program must be expended in the impacted area where the fees were generated.
-
- H. A local jurisdiction that fails to implement the SCTMFP on April 1, 2009 shall forfeit its allocation of local street and road maintenance funds authorized by extension of the transportation sales tax. For each month such local jurisdiction does not have this fee program in full operation, such local jurisdiction shall lose local formula road maintenance funds and all such funds shall be made immediately available on a pro-rata basis to all other local jurisdictions that do have this fee program in place and operational.

SECTION VIII. BONDING AUTHORITY. Upon voter approval of the Measure, the Authority shall have the power to sell or issue, from time to time, on or before the collection of taxes, bonds or other evidence of indebtedness, in the aggregate principal amount at any one time outstanding of not to exceed the estimated proceeds of the tax, and to secure such indebtedness solely by way of future collection of taxes, for capital outlay expenditures for the purposes set forth in Section VI hereof, including the carrying out of transportation projects described in the Expenditure Plan.

SECTION IX. ANNUAL APPROPRIATIONS LIMIT. The annual appropriations limit established pursuant to Section 4 of Article XIII B of the California Constitution and Section 180202 of the Public Utilities Code shall be \$195,000,000.00 for fiscal year 2009/10. The appropriations limit shall be subject to adjustment as provided by law.

SECTION X. OPERATIVE DATE. Subject to voter approval, this Ordinance shall become operative on the first day of the first calendar quarter commencing more than 110 days after adoption of this Ordinance but in no event earlier than April 1, 2009. Prior to the operative date of this Ordinance, the Authority shall contract with the State Board of Equalization to perform all functions incidental to the administration and operation of this Ordinance. The intent is that the extension of the sales tax shall become operative immediately upon expiration of the Existing Tax.

SECTION XI. ELECTION. The Authority requests the Board of Supervisors to call an election for voter approval of this Ordinance which election shall be held on November 2, 2004, and consolidated with other elections to be held on that same date, that the measure retain its designation as Measure "A," and that it appear first in order on the County ballot before all other local measures. The election shall be called and conducted in the same manner as provided by law for the conduct of elections by a county. The sample ballot to be mailed to the voters shall include this full Ordinance and the entire Expenditure Plan. Approval of the Ordinance and the imposition of the tax shall require the affirmative vote of 2/3rds of the electors voting on the proposition at the election described in this section. The proposition to be placed on the ballot shall read substantially as follows:

To relieve traffic congestion, improve safety, and match state/federal funds by:

- Improving I-5, I-80, US 50, SR 99;
- Constructing a new road connecting I-5/SR 99/US 50;
- Maintaining/improving local roads;
- Increasing transit for seniors and persons with disabilities;
- Expanding/planning for light rail and commuter rail;

Shall Sacramento County voters continue the existing half-cent transportation sales tax for thirty years, including creating an Independent Taxpayer Oversight Committee to conduct audits ensuring all voter mandates are met?

YES _____ NO _____

SECTION XII. EXPENDITURE PLAN AMENDMENTS. The Expenditure Plan may only be amended by the following process:

1. Beginning in 2019, and every ten years thereafter, the Authority shall review and, where necessary, propose amendments to the Expenditure Plan to meet changing transportation needs. Such review shall consider recommendations from local governments, transportation agencies and interest groups, and the general public.
2. The Authority shall notify the Board of Supervisors and the city councils in writing of its initiation of an amendment, reciting findings of necessity.
3. Actions of the Board of Supervisors and city councils to approve or to oppose the amendment shall be communicated to the Authority within 60 days after the date the notice is mailed. Failure of the Board of Supervisors or any city council to notify the Authority of formal action within 60 days after the date the notice is mailed shall constitute approval.
4. The amendment must be approved by the Board of Supervisors.
5. The amendment must be approved by a majority of the city councils constituting a majority of the incorporated population.

SECTION XIII. SEVERABILITY. If any provision of this Ordinance is for any reason held invalid or unenforceable by a court of competent jurisdiction, that holding shall not affect the validity or enforceability of the remaining provisions, or the Existing Tax, and the Authority declares that it would have passed each part of this Ordinance irrespective of the validity of any other part.

SECTION XIV. THE EXISTING TAX. Nothing in the Ordinance is intended to modify, repeal, alter or increase the Existing Tax. The provisions of this Ordinance shall apply solely to the retail transactions and use tax adopted herein and not to the collection or administration of the Existing Tax.

SECTION XV. This Ordinance was introduced and the title thereof read at the regular meeting of the Governing Board on July 22, 2004 and on July 22, 2004 further reading was waived by a vote of the Directors present.

On a motion by Member Jeff Harris, seconded by Member Rich Desmond, the foregoing Ordinance ~~was~~ passed and enacted by the Governing Body of the Sacramento Transportation Authority, State of California at a regular meeting thereof, this 8th day of April, 2021 by the following vote, to wit:

AYES: Members Desmond, Frost, Guerra, Harris, Kozlowski, Kennedy, Miller, Avdis, Singh-Allen, Spease, Terry, Valenzuela, Vang

NOES: (None)

ABSENT: Members Nottoli, Sandhu, Schenirer

ABSTAIN: (None)

RECUSAL: (None)
(PER POLITICAL REFORM ACT (§ 18702.5.))

FILED
BOARD OF DIRECTORS

APR 08 2021

BY

Almence Finns
CLERK OF THE BOARD



Kati Valyuh

Chairperson, Governing Board of
the Sacramento Transportation
Authority

ATTEST:

[Signature]
Clerk of the Governing
Board of the Sacramento
Transportation Authority

(2/3 Vote Required)

In accordance with Section 25103 of the Government Code
of the State of California a copy of the document has been
delivered to the Chairman on **4-8-21**

By

[Signature]
Deputy Clerk, Board of Directors

**Sacramento County Transportation Expenditure Plan 2009-2039
June 10, 2004**

Revenue Estimates and Distribution. Allocation of revenue authorized by Ordinance No. STA 04-01 is established within this Expenditure Plan. Funds shall be allocated by percentage of the actual revenue received. An estimate of revenues and allocation among categories is reflected in the Expenditure Plan. The estimated revenue is based upon 2004 value of money and is not binding or controlling.

Formula Allocations. After deduction of required Board of Equalization fees and authorized costs, revenues to be distributed by formula allocation to local governments and transit agencies as described below. All other funds shall be deposited with the Authority and expended at the discretion of the Authority Board as described below.

Contribution from New Development. No revenue generated from the tax shall be used to replace transportation mitigation fees currently required from new development in each local jurisdiction. In addition, each local jurisdiction must adopt a development financing mechanism as specified in Ordinance No. STA 04-01 in order to continue receiving local road maintenance funds.

Requirement for Annual Financial and Performance Audits of Measure Funds. The Sacramento Transportation Authority and each agency receiving an allocation of Measure revenue authorized in this Expenditure Plan shall undergo an annual financial audit supervised by the Independent Taxpayer Oversight Committee (ITOC) and performed in accordance with generally accepted auditing standards and government auditing standards issued by the Comptroller General of the United States. Compliance audits shall also be conducted to ensure that each agency is expending funds in accordance with the provisions and guidelines established for Measure revenues. In addition, the ITOC shall, based on performance standards for expending sales tax funds adopted by the Authority Board, conduct a performance audit to report on progress in meeting such standards and make recommendations for improving overall program performance. The Authority Board shall adopt the performance standards for each part of the program no later than December 31, 2009.

Sacramento Expenditure Plan. All available sales tax revenues shall be expended as follows:

I. **Revenue Estimates.** Tax revenues generated by Ordinance No. STA 04-01 over a thirty-year period are estimated to be **\$4,740 million**. Approximately **\$488 million** in contributions from new development are projected over this period, for an estimated total revenue of **\$5,228 million** for transportation improvements. Revenue estimates are not binding or controlling. To the extent these estimates provide more or less revenue, the Authority Board shall make appropriate allocation adjustments periodically to reflect actual revenues received.

II. **Allocations to the Cities of Galt and Isleton.** The City of Galt shall receive 1% of the sales tax revenues collected annually for eligible transportation purposes. The City of Isleton shall receive 0.04% of the sales tax revenues collected annually for eligible transportation purposes.

III. Cosumnes River Permanent Open Space Preserve. Funding shall be available for planning, development and acquisition of the Cosumnes River Permanent Open Space Preserve for the I5/SR99/US50 corridor and/or any other environmental mitigation needed to offset project impacts from such project consistent with the adjacent local jurisdictions' land use planning documents and processes. The Preserve shall be eligible for funding in the amount of at least \$5 million in each of the following categories: Local Arterial Program, as part of the funding dedicated for the I-5/US 50/SR 99 corridor; the Smart Growth Incentive Program; and the Transportation Environmental Mitigation Program. Facilities located in the Preserve can also qualify for funds available in the Safety, Streetscaping, Pedestrian and Bicycle Facilities Program at the discretion of each local jurisdiction receiving such funding. The Preserve shall be administered by an appropriate private, not for profit land preservation organization or other organization created specifically for the purpose of administering Measure open space funds as selected by the Authority Board.

IV. Local Road Maintenance, Safety and Congestion Relief Program. 38% of sales tax revenue collected and 35% of the revenues collected from new development shall fund the programs and projects included in this program. Cost estimates for such projects are not binding or controlling. Included in this program are subcategories described below.

A. City Street and County Road Maintenance Program. 30% of the sales tax revenue collected shall be distributed among the local jurisdictions for city street and county road maintenance. A Maintenance of Effort is required regarding existing road maintenance programs to ensure that the net impact of the program will provide continuing funds for this purpose in each of the cities and in the unincorporated areas of the County. Each of the local jurisdictions receiving these funds shall file a pavement and bridge maintenance system report on a biennial basis with the Authority regarding progress in maintaining local streets and roads. The report shall be in a format that can be audited on a biennial basis by the Independent Taxpayer Oversight Committee.

Distribution among the cities and unincorporated County area shall be based 75% on relative population and 25% on total street/road mileage. The formula will be updated annually based on the California Department of Finance population estimates for cities and counties.

B. Local Arterial Safety and Traffic Operations Improvements Program. 8% of the sales tax revenue collected and 35% of the revenues collected from new development shall fund local arterial safety and traffic operations improvements. The 8% portion would be separated into two categories of which 5% would be dedicated to the Local Arterial Program and 3% will be dedicated to the Traffic Control and Safety Program.

1. Local Arterial Program. This program will fund arterial safety, operational, streetscaping, bicycle, and pedestrian improvements, improved accessibility for the disabled, and upgrades of arterials to urban standards. A technical advisory committee made up of the public works directors or their designees from the County and each city in the county shall develop a recommended five-year program, updated annually, for expenditure of these program funds. Funds from this program shall be expended for implementation of, but shall not be limited to, the specific arterials or proposed corridors detailed in this Expenditure Plan. This list of arterials may be modified based on changing traffic, safety, and other changed conditions and priorities of each local jurisdiction over time. The costs shall also include necessary environmental mitigation directly related to project implementation. Receipt of funding for the I-5/SR99/US50 Connector is contingent on establishment of a habitat conservation approach, approval of the habitat conservation approach by the appropriate agencies, and adoption of the habitat conservation approach by the local recipient of funds.

2. Traffic Control and Safety Program. This program will fund traffic control system improvements, high priority pedestrian and vehicle safety projects, and emergency vehicle preemption systems for quicker police, fire and ambulance response throughout Sacramento County. Distribution among the cities and unincorporated County area shall be based 75% on relative population and 25% on total street/road mileage. The formula will be updated annually based on the California Department of Finance population estimates for cities and counties. Each local jurisdiction shall file a five-year program for use of the funds with the Authority, updated every other year to ensure program integrity and performance.

V. Transit Congestion Relief Program. 38.25% of the sales tax revenue collected and 20% of the revenues collected from new development shall fund transit capital improvements and provide funding for operating and maintaining such improvements, as well as existing transit services. The funding for capital improvements assumes 1/3 sales tax and a match of 2/3 federal, state and/or local funding other than sales tax. The funding for operations shall augment existing funds available for transit operations. These funds will be directly subvented to Sacramento Regional Transit based on a five year, annually updated transit capital and operating business plan recommended by Sacramento Regional Transit District, and approved by the Authority Board.

VI. Neighborhood Shuttle System. At least \$30 million in sales tax revenues will fund the development of additional Neighborhood Shuttles throughout Sacramento County. The Authority shall develop a program that will allow local jurisdictions to compete for these funds.

VII. Senior and Disabled Transportation Services. This program will be funded by an average of 4.5% of the sales tax revenues collected over the life of the tax. The sales taxes dedicated in support of the Consolidated Transportation Services Agency (CTSA) shall be 3.5% for years 1-10. In years 11-20 the funding would increase to 4.5% and then increase in years 21-30 to 5.5%. The City and County of Sacramento General Fund contribution to CTSA will expire with the Existing Tax. The funds will be directly subvented to the CTSA based on a five year, annually updated business plan recommended by the CTSA and approved by the Authority Board.

VIII. Freeway Safety and Congestion Relief Program. 12% of the sales tax revenue collected and 20% of the revenues collected from new development shall fund congestion relief projects on the freeway system in Sacramento County. This program is separated into two categories of which 9% of the sales tax revenues collected shall be dedicated to Regional Bus/Carpool Lane Connectors and Extensions and 3% of the sales tax revenues collected shall be dedicated to Local Freeway Interchange Congestion Relief Upgrades.

A. Regional Bus/Carpool Lane Connectors/Extensions. These projects will provide congestion relief on the freeway system throughout the County. The funding for these capital improvements assumes 1/2 sales tax and a match of 1/2 federal, state and/or local funding other than sales tax. All local jurisdictions, except the City of Isleton, shall establish transportation management associations to promote the use of carpools and public transit.

B. Local Freeway Interchange Congestion Relief Upgrades. Funding for these projects assumes 2/3 federal, state, and/or developer oriented funding and 1/3 sales tax funding. The Authority Board has the flexibility to change the matching formula based on project delivery and other issues the Board deems appropriate for consideration. Funding is dedicated for, but is not limited to, interchanges described in this Expenditure Plan. The Authority Board in collaboration with the Technical Advisory Committee of Authority may add additional local freeway congestion relief projects to reflect the changing transportation needs of the County over time.

IX. Safety, Streetscaping, Pedestrian and Bicycle Facilities. 5% of the sales tax revenues collected shall fund non-motorized, pedestrian and bicycle safety improvements. With the exception of \$30 million dedicated for improvement and maintenance of the American River Parkway/Bikeway Network, funds shall be distributed among the cities and unincorporated County area based 75% on relative population and 25% on total street/road mileage. The formula will be updated annually based on the California Department of Finance population estimates for cities and counties.

X. Transportation-Related Air Quality Program. 1.50% of the sales tax revenues collected shall exclusively fund projects and programs that facilitate the Authority's ability to meet state and federal air quality mandates for mobile sources and to environmentally mitigate for transportation capital improvements in this Expenditure Plan. The Sacramento Metropolitan Air Quality Management District (SMAQMD) shall administer the program. The program will be based on a five-year program, updated annually, recommended by the SMAQMD and approved by the Authority Board.

XI. Smart Growth Incentive Program. 15% of the revenues collected from new development shall be available to local jurisdictions on a competitive basis for projects that meet certain smart growth objectives. This program shall be administered by the Authority and shall take into account the SACOG Community Design competitive funding program. The program shall include planning, development and acquisition of the Cosumnes River Permanent Open Space Preserve for the I5/SR99/US50 corridor and/or any other environmental mitigation needed to offset impacts from that project consistent with the adjacent local jurisdictions' land use planning documents and processes.

XII. Transportation Project Environmental Mitigation Program. 10% of the revenues collected from new development shall fund environmental mitigation for transportation projects contained in the Expenditure Plan. The program shall be administered by the Authority and will be available for a variety of eligible categories of mitigation. The program shall include planning, development and acquisition of the Cosumnes River Permanent Open Space Preserve for the I5/SR99/US50 corridor and/or any other environmental mitigation needed to offset impacts from that project consistent with the adjacent local jurisdictions' land use planning documents and processes.

XIII. General Program Administration and Independent Taxpayer Oversight Committee. 0.75% of the sales tax revenues collected shall fund staff costs of the Authority and other costs of administering the programs and projects contained in this Expenditure Plan and the activities of the Independent Taxpayer Oversight Committee described in Exhibit B.

Sacramento County Transportation Expenditure Plan 2009-2039

Percentage of DEVELOPER FEES	Percentage of SALES TAX		Proposed Sales Tax Allocation in \$	Proposed Developer Fee Allocation in \$	TOTAL PROPOSED ALLOCATION IN \$\$
35%	38%	Local Road Maintenance, Safety and Congestion Relief Program	<u>\$1,786</u>	<u>\$171</u>	<u>\$1,957</u>
	30%	City Street and County Road Maintenance Program	<u>\$1,410</u>		<u>\$1,410</u>
35%	8%	Local Arterial Safety & Traffic Operations Improvements Program	<u>\$376</u>	<u>\$171</u>	<u>\$547</u>
	5%	Local Arterial Program	<u>\$235</u>	<u>\$171</u>	<u>\$406</u>
		• Antelope Road: Watt—Auburn			
		• Arden Way: ITS improvements Del Paso—Fair Oaks Blvd			
		• Bradshaw Road: Grant Line—Folsom Blvd			
		• Bruceville Road: Sheldon—Cosumnes River Blvd			
		• Cosumnes River Blvd: I-5—Franklin Blvd			
		• Elk Grove Blvd: Big Horn—Waterman			
		• Folsom Blvd: 65th—Sunrise			
		• Folsom Bridge Crossing			
		• I5/SR99/SR50 Connector, including at least \$5 million for the Cosumnes River Permanent Open Space Preserve			
		• Greenback Lane: I/80—Folsom/Auburn Road			
		• Hazel Ave Improvements: Placer Co Line—Folsom Blvd			
		• Madison Ave: Watt—Greenback			
		• S Watt/Elk Grove-Florin Road: Folsom—Elk Grove Blvd			
		• Sheldon Road: Bruceville—Bradshaw			
		• Sunrise Blvd: Placer Co line—Grant Line			
		• Watt Ave: Antelope—Capital City Freeway			
	3%	Traffic Control and Safety Program	<u>\$141</u>		<u>\$141</u>
		Eligible funding categories:			
		• Synchronizing Traffic Signals			
		• Emergency Vehicle Signal Preemption			
		• Installing Fog/Rain/Night Roadway Reflectors			
		• Construct Shoulders for Safety on Rural Roads			
		• Audible Pedestrian Signals			
		• Changeable Message Signs			
		• Installation or improvements to streetscape for bicyclists			
		• Modifications to streetscape to improve accessibility for disabled persons			

Percentage of DEVELOPER FEES	Percentage of SALES TAX		Proposed Sales Tax Allocation in \$	Proposed Developer Fee Allocation in \$	TOTAL PROPOSED ALLOCATION IN \$\$
20%	38.25%	Transit Congestion Relief Program	<u>\$1,798</u>	<u>\$98</u>	<u>\$1,896</u>
	34.50%	Transit Operations, Maintenance & Safety	<u>\$1,622</u>		<u>\$1,622</u>
		Eligible funding categories:			
		• Operating & Maintaining Existing Bus, Light Rail, & Neighborhood Shuttle System			
		• Guaranteed Discount Transit Fares for Students, Seniors & Disabled			
		• Operating & Maintaining New Transit Capital Improvements			
20%	3.75%	Transit Capital Improvement Program	<u>\$176</u>	<u>\$98</u>	<u>\$274</u>
	1.25%	Construct Downtown Sacramento Intermodal Station	<u>\$58</u>		<u>\$58</u>
	2.50%	Rail Transit Improvements	<u>\$118</u>		<u>\$118</u>
		• Construct LRT extension from Meadowview Road to Cosumnes River College			
		• Implement Regional Rail commuter service (Sacto County portion)			
		• Fund planning, environmental, and design studies and processing for Downtown to Airport LRT Extension			
		• LRT Improvements in the I-80 Corridor			
		Neighborhood Shuttle System	<u>\$30</u>		<u>\$30</u>
	4.5%	Senior & Disabled Transportation Services <i>3.5% 1-10 years 4.5% 11-20 years 5.5% 21-30 years</i>	<u>\$212</u>		<u>\$212</u>
20%	12%	Freeway Safety and Congestion Relief Program	<u>\$564</u>	<u>\$98</u>	<u>\$662</u>
	9%	Regional Bus/Carpool Lane Connectors/Extensions	<u>\$423</u>		<u>\$423</u>
		• Bus/Carpool ramp connection from SR 50 E to SR 99 S			
		• I/80 Bus/Carpool Lanes: I-5—Capital City Freeway			
		• I-5 Bus/Carpool Lanes: Elk Grove to I-80			
		• Ramp widenings for connectors between SR 50 and I-5			
		• SR 50 Bus/Carpool Lanes: Sunrise thru Downtown Sacto.			
	3%	Local Freeway Interchange Congestion Relief Upgrades	<u>\$141</u>		<u>\$141</u>
		• Central Galt/SR 99 Interchange Upgrade			
		• Cosumnes Blvd/I-5 Interchange Upgrade			
		• Grant Line Road/SR 99 Interchange Upgrade			
		• I-5/I-80 Interchange Upgrade & Carpool Lane Connector			
		• Richards Blvd/I-5 Interchange Upgrade *			
		• Sheldon Road/SR 99 Interchange Upgrade			
		• Watt Ave/SR 50 Interchange Upgrade			

*In the event this project is determined to not be feasible, reallocate capital funding to a new multi-modal bridge across the American River at Truxel Road.

Percentage of DEVELOPER FEES	Percentage of SALES TAX		Proposed Sales Tax Allocation in \$	Proposed Developer Fee Allocation in \$	TOTAL PROPOSED ALLOCATION IN \$\$
	5%	Safety, Streetscaping, Pedestrian and Bicycle Facilities	<u>\$235</u>		<u>\$235</u>
		Eligible funding categories:			
		• American River Parkway/Bikeway Network Improvement Program (\$30 million or \$1 million per year)			
		• Local Corridor Streetscape Enhancements			
		• Pedestrian, Bike, and Road Safety Improvements			
		• <i>Installing & Maintaining Safe Pedestrian Sidewalks (inc. ADA)</i>			
		• <i>Installing Safe Bike & Pedestrian Ways Near Schools</i>			
		• <i>Bikeways, signage, wayfinding and bicycle facilities</i>			
		• <i>Education and outreach to facilitate bicycle and pedestrian travel and school access</i>			
		• Programs to promote walking and bicycling as travel alternatives			
		• Smart Growth Transportation Objectives			
	1.50%	Transportation-Related Air Quality Program	<u>\$71</u>		<u>\$71</u>
		Eligible funding categories:			
		• Air Quality Monitoring & Public Information			
		• Accelerated Replacement of Dirty Diesel Engines			
		• Replacement of Gasoline Engine Catalysts			
		• Installation of Diesel Engine Catalysts			
		• Other proven emission-reducing strategies			
	15%	Smart Growth Incentive Program		<u>\$73</u>	<u>\$73</u>
		Eligible funding categories:			
		• Promotion of transit oriented joint development			
		• At least \$5 million for planning, development and acquisition of the Cosumnes River Permanent Open Space Preserve for the I5/SR99/US50 corridor and/or any other environmental mitigation needed to offset project impacts from such project consistent with the adjacent local agencies land use planning documents and process.			
	10%	Transportation Project Environmental Mitigation Program		<u>\$48</u>	<u>\$48</u>
		Eligible funding categories:			
		• Environmental mitigation for transportation projects contained in Measure A			
		• Open space acquisition			
		• Natural habitat preservation			
		• At least \$5 million for planning, development and acquisition of the Cosumnes River Permanent Open Space Preserve for the I5/SR99/US50 corridor and/or any other environmental mitigation needed to offset project impacts from such project consistent with the adjacent local agencies land use planning documents and process.			
	0.75%	Program Administration	<u>\$35</u>		<u>\$35</u>
		• General Program Administration			
		• Independent Taxpayers' Oversight Committee & Independent Audit			
	100%	Total Revenue over 30 years	\$4.74B	\$488	\$5.188B

INDEPENDENT TAXPAYER OVERSIGHT COMMITTEE (ITOC)

ITOC Goal and Function. Voter adoption of this transportation sales tax ordinance shall result in creation of the Independent Taxpayer Oversight Committee (ITOC) as follows:

The ITOC shall review the fiscal and program performance of the sales tax transportation program through an annual audit to ensure that all transportation sales tax funds are spent by the Sacramento Transportation Authority (hereby referred to as the Authority) in accordance with all provisions of the voter-approved expenditure plan and ordinance. The ITOC's other mission is to provide positive, constructive advice to the Authority on how to improve implementation over the thirty-year course of the program for the benefit of Sacramento County residents and businesses, and to study and report on other issues related to the current or future use of transportation sales tax funds that may be expressly authorized by the Authority Board.

Audit Requirement. The ITOC shall supervise annual fiscal and periodic performance audits, which shall be performed in accordance with generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States and based on performance standards adopted by the Authority Board for each program or project funded in whole or in part with sales tax funds. The first set of performance standards shall be adopted not later than July 1, 2009 and shall be updated every five years.

Role of Financial and Performance Audits. The ITOC shall, under the competitive procurement rules of the Authority and with the active involvement of the Authority Executive Director, select a professional auditor to conduct the fiscal and performance audits of expenditure of all sales tax funds, report findings based on the audits to the Authority and to the public; and recommend any additional audits that the ITOC believes may improve the financial operation and integrity of program implementation, while meeting all voter mandates. No professional audit firm shall conduct more than three consecutive fiscal audits during the course of the 30-year sales tax extension.

The Authority, with the direct participation of the ITOC, shall hold publicly noticed meetings, which may or may not be part of a regularly scheduled Board meeting, to consider the findings and recommendations of the audits. A report of the findings and recommendations of each audit by the ITOC shall be made readily available to the public in print and on the Authority's electronic website.

Membership and Selection Process. The Authority shall develop an open selection process that actively advertises for potential members and selects three committee members who are all residents of Sacramento County and possess the following professional and/or community credentials:

- One member who is a professional--active or retired--in the field of municipal audit, finance and/or budgeting with at least five years in a relevant and senior decision-making position in the public or private sector.
- One member who is a licensed civil engineer or trained transportation planner--active or retired--with at least five years of demonstrated experience in the field of transportation in government and/or the private sector.
- One member who is a current or retired manager of major public and/or privately financed development or construction projects, who by training and experience would understand the complexity, costs and implementation issues involved in building large scale infrastructure improvements.

- The Chair of the Authority Governing Board, the Executive Director of the Authority, and the County Auditor shall serve as ex-officio non-voting members of the ITOC.

Terms and Conditions for Committees

- Members shall serve staggered four-year terms. In no case shall any voting committee member serve more than eight years on the ITOC.
- Members shall serve without compensation, except they shall be reimbursed for authorized travel and other expenses directly related to the work of the ITOC.
- Members cannot be current local elected officials in the county or a full time or part time staff member of any city, the county government, local transit operator, or state transportation agency.
- If and when vacancies on the ITOC occur on the part of voting committee members, the Authority shall appoint an appropriate replacement within 90 days of the vacancy to fill the remainder of the term.

Sales Tax ITOC Operation Protocols. Given the thirty-year duration of the sales tax extension, the ITOC shall be appointed 120 days after the effective date of the sales tax extension and continue as long as sales tax funds from the current voter authorization are made available. The Authority Board and staff shall fully cooperate with and provide necessary financial and staff support to ensure the ITOC effectively carries out its duties and obligations. The annual cost of the activities of the ITOC shall not exceed \$150,000, adjusted for inflation.

Conflict of Interest. ITOC voting members are prohibited from acting in any commercial activity directly or indirectly involving the Authority, such as being a consultant or vendor to the Authority during their tenure on the ITOC. ITOC voting members shall not have direct commercial interest or employment with any public or private entity that receives transportation sales tax funds authorized by the voters in this ordinance.



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: June 24, 2021

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

FROM: Jason Russo, Commander, Citrus Heights Police Department
Ryan Jones, City Attorney

SUBJECT: Urgency Ordinance – Fireworks Regulation and Enforcement

Summary and Recommendation

At the City Council meeting on June 10, 2021, the City Council gave direction for staff to draft an urgency ordinance related to the regulation and enforcement of fireworks in the City. At that meeting, staff made a presentation as to the current language in the City's fireworks ordinance (Citrus Heights Municipal Code Chapter 38, Article III). The City's current fireworks ordinance contains certain mandates such as the requirement that all fireworks must be "safe and sane fireworks" as defined in Health and Safety Code § 12500 et seq., and that only licensed vendors may sell fireworks. The Council was particularly interested in the enforcement of the ordinance, and as it is currently written, the City may only cite the individual who ignited the firework. Staff stated that obtaining evidence to show who ignited the firework is difficult. To deal with this enforcement issue, surrounding cities such as Sacramento and Folsom have enacted what is known as a "social host" ordinance. Under this language, the person hosting an event where an illegal firework is being used can be cited even if they are not the individual who lit the firework. This statutory framework provides the City with a greater ability to enforce the fireworks ordinance to assist in making the community safe.

In addition to the social host language, the Council discussed adding a quiet hour provision to the ordinance to cap a time when fireworks can no longer be used. The draft ordinance prohibits the use of fireworks between the hours of 11PM and 9AM.

In light of the extremely dry conditions and resulting fire danger, an urgency exists to enact this ordinance should the Council choose to adopt it. Cities in the Sacramento region have also seen an increase in the amount of illegal fireworks activity, which places an increased risk of fire related property loss, personal injury, and death. Moreover, with the 4th of July holiday coming in less than one month, the timing for adoption of the ordinance is imperative.

An urgency ordinance is initially in force and effect for 45 days from its adoption per Government Code 65858. A 4/5th vote of the City Council is required to enact an urgency ordinance. City Council may extend an urgency ordinance for an additional 10 months and 15 days, and subsequently may extend the ordinance for one year by another four-fifths vote extending the urgency ordinance.

Staff recommends that the City Council adopt Ordinance No. 2021-____, An Urgency Ordinance of the City of Citrus Heights, Amending Chapter 38 of the Citrus Heights Code Relating to Fireworks.

Fiscal Impact

None

Attachment

- (1) Ordinance No. 2021-____ An Urgency Ordinance of the City of Citrus Heights, California, Amending Chapter 38 Citrus Heights Code Relating to Fireworks

ORDINANCE NO. 2021-__

**AN URGENCY ORDINANCE OF THE CITY OF CITRUS HEIGHTS AMENDING
CHAPTER 38 OF THE CITRUS HEIGHTS CODE RELATING TO FIREWORKS**

WHEREAS, the regulation of fireworks is within the purview of the City Council, it is regulated in the Citrus Heights Municipal Code at Chapter 38, Article III.

WHEREAS, the City Council has authority to modify that ordinance and is hereby choosing to do so to help the City in regulating and enforcing illegal usage of fireworks. This urgency ordinance provides an enforcement tool whereby the social host of an event which ignites illegal fireworks can be cited, whereas the previous ordinance only allowed the city to cite the person who personally used the firework illegally. The urgency ordinance also modifies the hours of usage, the fines associated with illegal usage, and updates the hearing procedures.

WHEREAS, the City Council finds that an urgency ordinance related to fireworks is needed for the City for its protection and welfare given the unique fire dangers presented by the drought conditions. Moreover, the usage of illegal fireworks in the region is on the rise and these amendments are critical for the City's ability to regulate and enforce illegal firework activity.

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

The provisions of Chapter 38 of the City of Citrus Heights Code are amended, as follows:

SECTION 1. Amendment. Section 38.67 of the Citrus Heights Code is hereby amended to read as set forth below:

Sec. 38-67 - Definitions

(a) The term "host" in this Section shall mean any of the following:

An owner of any private residential or non-residential real property in the City; or

Any person who has the right to use, possess, or occupy public or private property under a lease, permit, license, rental agreement, or contract; or

Any person who hosts, organizes, supervises, officiates, conducts, or accepts responsibility for a gathering on public or private property.

(b) The term "strictly liable" in this Section shall mean liability for a wrongful act regardless of a person's intent, knowledge, negligence, or lack thereof in committing the wrongful act.

(c) The term "Response costs" means those reasonable and necessary costs directly incurred by public safety personnel for a response to an unpermitted

discharge or illegal storage of fireworks, and include the cost of providing law enforcement, firefighting, and/or other emergency services at the scene of the unpermitted discharge or illegal storage of fireworks including, but not limited to:

Salaries and benefits of public safety personnel for the amount of time spent responding to, remaining at, or otherwise dealing with the unpermitted discharge or illegal storage of fireworks, and the administrative costs attributable to the response(s); and

The cost of any medical treatment to or for any public safety personnel injured responding to, remaining at or leaving the scene of the unpermitted discharge or illegal storage of fireworks; and

The cost of repairing any public safety equipment or property damage, and the cost of the use of any such equipment, in responding to, remaining at, or leaving the scene of an unpermitted discharge or illegal storage of fireworks.

SECTION 2. Amendment. Section 38.68 of the Citrus Heights Code is hereby amended to read as set forth below:

Sec. 38-68. - Exception for certain public displays.

Public displays of fireworks may be given with a written permit issued by the fire chief, or the fire chief's designee, of the fire district within which the display is to be given so long as such display takes place under the supervision and direction of a state-licensed operator.

SECTION 3. Amendment. Section 38.69 of the Citrus Heights Code is hereby amended to read as set forth below:

Sec. 38-69. - Exception for safe and sane fireworks.

It shall not be unlawful to possess, sell within the city those fireworks as are defined and classified as "safe and sane fireworks" in Health and Safety Code § 12500 et seq., during that time period beginning at 12:00 noon on June 28 and ending at 11:00 p.m. on July 5 of the same year.

It shall not be unlawful to use or discharge safe and sane fireworks during either of the following time periods:

Between the hours of noon and 11 p.m. on June 28th, or

Between the hours of 9 a.m. and 11 p.m. from June 29 through July 5 of the same year.

SECTION 4. Amendment. Section 38.70 -77 of the Citrus Heights Code is hereby amended to read as set forth below:

Sec. 38-70. - License to sell required.

It shall be unlawful for any person to sell safe and sane fireworks within the city without a valid business license authorizing such sales.

Sec. 38-71. - Wholesale storage.

The wholesale storage of fireworks shall be unlawful in the city without valid permits for such storage from the fire district in which jurisdiction the storage site is located and the building inspection division. Any such storage is limited to the period from June 1 through July 15 of each year.

Sec. 38-72. - License restricted.

(a) No business license authorizing the sale of safe and sane fireworks shall be issued to any person or group, other than organizations which are exempted from the payment of the bank and corporation tax by Revenue and Taxation Code § 23701a, 23701b, 23701d, 23701e, 23701f, 23701g, 23701h or 23701w, provided that the organization satisfies the following criteria:

- (1) It has its principal and permanent meeting place in the city;
- (2) It has been organized and established in the city for a continuous period of at least one year immediately preceding the application for a permit; and
- (3) It has a bona fide membership of at least 20 members.

(b) No organization shall submit more than two applications for licenses to sell fireworks within the city. Submittal of more than two such applications shall be grounds for denial of all applications.

(c) Business licenses authorizing the sale of safe and sane fireworks shall not be transferable to another organization.

(d) Transfer of temporary stands from the location for which the license was initially issued may be made, provided that the application is made to the finance director on or before June 1, and provided, further, that any such location change has been approved in writing by the fire district having jurisdiction and the chief building official and otherwise complies with all sections of this article regulating the location of temporary fireworks stands.

Sec. 38-73. - License application.

(a) Each application for a business license to sell fireworks shall be in writing to the finance director on forms supplied by the city. Applications shall be received and filed with the finance director on or before the second Tuesday in April of each year.

Applications shall:

- (1) Specify the proposed location of the fireworks stand;
 - (2) Specify the name, address and telephone number of one or more responsible adults who will be in charge of and responsible for the fireworks stand during the period fireworks are sold, displayed or stored;
 - (3) Contain such other information as may be required by the finance director; and
 - (4) Be accompanied by an application fee in the amount of \$25.00.
- (b) The application shall be made in triplicate. The original of the application shall be retained by the finance director, one copy shall be transmitted to the fire district in which jurisdiction the proposed fireworks stand will be located, and one copy shall be sent to the building inspection division.
- (c) The applicant for a license shall be notified by the finance director of the tentative approval or denial of the application for a business license by the first Monday in May of each year. Within two weeks of the notification of the tentative approval of the business

license, the applicant shall furnish to the finance director evidence of insurance providing comprehensive general liability coverage written on an occurrence basis, including but not limited to premises/operations, personal injury, contractual liability, independent contractors, and products/completed operations, with a combined single limit for bodily injury and property damage of \$1,000,000.00. The insurance policy shall designate the city, its officers, agents, employees and volunteers as additional insureds as to products, premises/operations of the named insured. The insurance policy shall further be endorsed to provide that any insurance and/or self-insurance maintained by the city shall apply in excess of, and not contribute with, insurance provided by the applicant. The risk manager shall be the certificate holder. For nonrenewal or cancellation of the insurance policy, 30 days' advance notice shall be provided to the finance director. The insurance policy shall be limited to the specific location for which the business license is issued. The finance director shall issue the license to the applicant upon the presentation of required proof of insurance.

(d) A copy of the business license shall be transmitted to the fire district in which jurisdiction the proposed fireworks stand will be located.

(e) The continued validity of any business license issued pursuant to this article shall be subject to the requirement that at least one of the responsible adults listed in the licensee's application shall attend a fireworks stand operator seminar conducted by the fireworks industry and approved by a fire department or fire district within the county. The failure of a licensee to have such a responsible individual attend such safety seminar shall subject the business license to revocation.

Sec. 38-74. - Denial of license.

(a) The finance director shall issue the business license to sell fireworks unless:

(1) The finance director finds in writing that the applicant has failed to provide sufficient or adequate plans, information or other data necessary to permit a determination respecting compliance with the requirements of this article;

(2) The finance director finds in writing that the applicant is not in compliance with any of the requirements of this article;

(3) The finance director finds in writing that the applicant falls within section 38-78(c); or

(4) Either the fire district in which jurisdiction the proposed stand will be located or the building inspection division fails to approve the application.

(b) Any denial of a license pursuant to this section may be appealed pursuant to the procedures set forth in section 38-79(b).

Sec. 38-75. - Operation of stand.

(a) No person shall sell fireworks to any person under the age of 18 years.

(b) Sale of fireworks shall begin no earlier than 12:00 noon on June 28 and shall not continue after 10:00 p.m. on July 5 of the same year. Sale of fireworks shall be permitted only from 9:00 a.m. to 10:00 p.m. daily.

(c) No person other than the licensee organization shall operate the stand for which the license is issued or share or otherwise participate in the profits of the operation of such stand.

- (d) No person other than the individuals who are members of the licensee organization or the wives, husbands, parents or adult children of such members shall sell or otherwise participate in the sale of fireworks at such stand.
- (e) No person under the age of 18 years shall sell or participate in the sale of fireworks.
- (f) No person shall be paid any consideration by the licensee or any wholesale distributor of safe and sane fireworks for selling or otherwise participating in the sale of fireworks at such stand; provided, however, that compensation may be paid for security personnel during non-sale hours and to the party authorizing location of the stand on its property.
- (g) Fireworks stands shall be removed from the temporary locations by 12:00 noon on July 18, and all accompanying litter shall be cleared from such locations by that date and time.

Sec. 38-76. - Temporary fireworks stand.

All retail sales of safe and sane fireworks shall be permitted only from within a temporary fireworks stand, and the sale from any other building or structure is hereby prohibited. Temporary stands shall be subject to the following:

- (1) No fireworks stand shall be located within 25 feet of any other building or within 100 feet of any gasoline pump or distribution point.
- (2) Fireworks stands need not comply with the provisions of the building code; provided, however, that all stands shall be erected under the supervision of the chief building official, who shall require that stands be constructed in a manner which will reasonably ensure the safety of attendants and patrons and provided, further, that any electrical installations shall comply with all applicable codes.
- (3) No stand shall have a floor area in excess of 750 square feet.
- (4) Each stand shall have at least two exits. Each stand in excess of 40 feet in length shall have at least three exits spaced approximately equidistant apart; provided, however, that in no case shall the distance between exits exceed 20 feet. Exit doors shall be not less than 24 inches wide and six feet two inches in height and shall swing in the direction of exit travel.
- (5) Each stand shall be provided with two 2½-gallon water-type (minimum rating 2A) fire extinguishers in good working order and easily accessible for use in case of fire.
- (6) Fireworks stands shall be located on property zoned SC, LC, GC, AC, TC, M-1 or M-2, or in any other zoning classification if the chief building official certifies in writing to the finance director that the operation of a fireworks location in such other zoning classification will not endanger the health and safety of the community or create a fire hazard to surrounding properties.

Sec. 38-77. - General requirements for licensees.

- (a) Fireworks stands shall not be located closer than 600 feet apart, unless separated by a principal arterial roadway.
- (b) All weeds and combustible material shall be cleared from the location of the stand to a distance of at least 25 feet surrounding the stand.
- (c) No smoking signs shall be prominently displayed on and in the fireworks stand.

- (d) Each stand must have an adult watchman in attendance and in charge thereof when the stand is being used for sale, dispensing or storage of fireworks.
- (e) All unsold stock of fireworks in the hands of the retailer after 10:00 p.m. on July 5 shall be returned to the distributor or wholesaler and removed from the city within ten days. On closing of stands, all litter shall be removed from the premises.
- (f) No fuel-powered generator or similar equipment shall be allowed within 50 feet of a fireworks stand.

SECTION 5. Amendment. Section 38.78 of the Citrus Heights Code is hereby amended to read as set forth below:

Sec 38-78 - Host's liability.

No host shall knowingly allow any person to violate a provision of this chapter on the host's private property.

(a) The provisions this section shall not apply to:

- 1. The possession, manufacture, storage, display, sale, use, or discharge of fireworks as permitted under federal or state law;
- 2. A host who initiates contact with law enforcement or fire officials to assist in removing any person from the property or terminating the activity in order to comply with this chapter, if the request for assistance is made before any other person contacts law enforcement or fire officials to complain about the violation of this chapter.

No host shall aid or abet another person's violation of a provision of this chapter in a public right of way adjacent to the host's private property. A host aids and abets another person's violation of a provision of this chapter if he or she knows of the other person's unlawful purpose and the host specifically intends to, and does in fact, aid, facilitate, promote, encourage, or instigate the other person's commission of that violation.

SECTION 6. Amendment. Section 38.79 of the Citrus Heights Code is hereby amended to read as set forth below:

Sec. 38-79. - Enforcement.

The division of authority for enforcement of this article shall be as follows:

- (1) The chief of any fire protection district or his/her designated representatives shall have authority to enforce this article and issue citations for violations in their respective districts.
- (2) The city fire warden shall have authority to enforce this article in any area lying without any fire protection district.
- (3) The city fire warden shall have authority to enforce this article in any fire protection district upon request of the chief of the fire protection district or the governing body thereof.
- (4) The Chief of Police and his or her designated officers, staff and or code enforcement officers of the city of Citrus Heights.

Sec. 38-80. - Revocation of license; appeal.

(a) The finance director may revoke, immediately and without notice or hearing, the license of any licensee who violates section 38-73(e); 38-75(a), (b) or (e); or 38-77(d). If the revocation occurs between June 22 and July 5, the finance director shall inform the licensee that the licensee may seek review of the finance director's decision by the city manager on the next business day. At the earliest opportunity on the next business day after the revocation, the finance director shall provide the city manager with written notice that a fireworks business license has been revoked, including the name of the licensee and a brief statement of the grounds for revocation. If requested by the licensee, the city manager shall meet with the licensee and the finance director on that day to review the finance director's decision. The decision of the city manager shall be final. If the revocation occurs before or after the specified period, the appeal procedures of subsection (b) of this section shall apply.

(b) The finance director may revoke the license of any licensee who violates any section of this article not specified in subsection (a) of this section. Such revocation shall not take effect for five days, during which time the licensee may seek review of the finance director's decision by submitting a written request for review to the city manager. The finance director shall provide the city manager with written notice that a fireworks license has been revoked, including the name of the licensee and a brief statement of the grounds for revocation. The city manager shall meet with the licensee and the finance director to review the finance director's decision. The decision of the city manager shall be final.

(c) Any licensee whose license has been revoked pursuant to subsection (a) or (b) of this section shall be barred from receiving a license under this article for five years from the date of revocation.

SECTION 7. Amendment. Section 38.81 of the Citrus Heights Code is hereby amended to read as set forth below:

Sec. 38-81. - Penalty for violation.

(a) Any person who allows, permits, aids, or abets any discharge of fireworks (including a public display) without having first obtained a permit therefor from the Fire Marshal, or designee, shall be in violation of this section, unless otherwise permitted by ordinance.

(b) Any person who stores fireworks, including those classified as "safe and sane" by the California State Fire Marshal, except as expressly allowed by this Code, shall be in violation of this section.

(c) Administrative Citation. Upon identification of an unpermitted discharge or illegal storage of fireworks, law enforcement may issue an administrative citation or a notice of violation to all responsible person(s) present at the unpermitted discharge of fireworks. Law enforcement shall notify those responsible persons present at the unpermitted discharge or illegal storage that further violation of the ordinance may result in the issuance of increased fines and assessment of response costs.

The administrative fines shall be:

1. Seven hundred and fifty dollars for the first administrative citation issued to the responsible person.
 2. One thousand dollars for the second and/or each subsequent administrative citation issued to the responsible person.
- (d) Upon identification of an unpermitted discharge of fireworks, law enforcement may also issue a written notice to all other identifiable responsible persons not present at the unpermitted discharge of fireworks that a violation of the fireworks ordinance has occurred and that further violations may result in the assessment of response costs.
- (e) Nothing in this chapter shall be intended to limit any of the penalties provided for under the California Health and Safety Code or Penal Code with regard to the sale, use, possession, delivery, storage, and/or transportation of dangerous fireworks.
- (f) The penalties set forth herein are intended to be nonexclusive and are intended to be in addition to any other remedies provided in this chapter or any other law, statute, ordinance or regulation.
- (g) Any person who violates this section shall be guilty of a misdemeanor.
- (h) Response Costs. A responsible person(s) who has been issued a second administrative citation and/or written notice of violation of this ordinance may be liable for response costs incurred in responding to the unpermitted discharge or illegal storage of fireworks. All responsible persons shall be jointly and severally liable for the response costs incurred in the response and all subsequent responses. The amount of response costs constitutes a debt owed to the city.
- If a responsible person is a juvenile, then the parents or guardians of that juvenile and the juvenile will be jointly and severally liable for the response costs incurred pursuant to this chapter. To incur liability for response costs imposed by this chapter, the responsible person for the unpermitted discharge or ii legal storage of fireworks need not be present at the event that causes the response giving rise to the imposition of response costs. This chapter therefore imposes vicarious as well as direct liability upon a responsible person.
- (i) Notice of the response costs shall be served by first-class mail on the hosts liable for such costs. The notice shall contain the following information:
1. The name of the host who is liable for the response costs;
 2. The address of the private property where the incident occurred;
 3. The date and time of the response;
 4. The law enforcement, fire, or other emergency response personnel who responded
 5. An itemized list of the response costs.
- (j) Payment for response costs shall be remitted to the city of Citrus Heights within 30 calendar days of the date of the notice. The payment of any such costs shall be stayed upon the filing of a timely appeal.
- (k) A host charged with response costs may, within 10 calendar days of the date of the notice of response costs, appeal the response costs. The appeal hearing shall be scheduled and conducted in the manner prescribed in this chapter.
- (l) Failure to timely file an appeal constitutes a failure to exhaust available administrative remedies, and bars any further review or administrative appeal of the response costs.
- (m) Violations of this chapter are hereby declared to be a public nuisance.

- (n) Any person who violates a provision of this chapter is liable for civil penalties of not less than \$750 or more than \$25,000 for each day the violation continues.
- (o) All remedies prescribed under this chapter are cumulative and the election of one or more remedies does not bar the city from the pursuit of any other remedy to enforce this chapter.
- (p) Any recipient of an administrative citation may appeal the citation by completing a request for hearing form and returning it to city within thirty days from the date of the administrative citation, together with an advance deposit of the fine.
- (q) Any recipient of an administrative citation may appeal the citation by completing a request for hearing form and returning it to city within thirty days from the date of the administrative citation, together with an advance deposit of the fine.

SECTION 8. Amendment. Section 38.82 of the Citrus Heights Code is hereby amended to read as set forth below:

Sec. 38-82. – Administrative Citation Review.

- (a) Any administrative citation fine, or portion thereof, paid pursuant to this chapter shall be refunded if it is determined, after a hearing, that the person charged in the administrative citation was not responsible for the violation or that there was no violation as charged in the administrative citation.
 - 1. No appeal hearing to contest an administrative citation shall be held unless the fine has been deposited in advance.
 - 2. An appeal hearing shall be set for a date that is not less than fifteen days and not more than sixty days from the date that the request for hearing is filed.
 - 3. The appellant shall be notified of the time and place set for the hearing at least ten calendar days prior to the date of the hearing.
 - 4. At the hearing, the appellant shall have the opportunity to testify and to present evidence concerning the administrative citation.
 - 5. The failure of the appellant to appear at the appeal hearing shall constitute a forfeiture of the fine and a failure to exhaust their administrative remedies.
 - 6. The administrative citation and any additional report submitted by the enforcement officer shall constitute prima facie evidence of the respective facts contained in those documents.
 - 7. The hearing officer may continue the hearing and/or request additional information from the enforcement officer or the recipient of the administrative citation prior to issuing a written decision.
 - 8. Any person aggrieved by an administrative decision of a hearing officer on an administrative citation appeal may obtain review of the administrative decision by filing a petition for review with the City Clerk for an appeal to the City Council

SECTION 9. Amendment. Section 38.83-84 of the Citrus Heights Code is hereby amended to read as set forth below:

Sec. 38-83. - Seizure of fireworks.

The chief or the chief's designee of the fire district in which jurisdiction a fireworks stand is located may seize, take, remove or cause to be removed, at the expense of the licensee, all stocks of fireworks offered or exposed for sale, stored or held in violation of this article when such violation creates an imminent threat to public health or safety.

Sec. 38-84. - Concurrent authorities.

This article is not the exclusive regulation for fireworks within the city. This article shall supplement and be in addition to the other regulatory codes, statutes, and ordinances enacted by the county, the state, or any other legal entity or agency having jurisdiction.

Secs. 38-85—38-110. - Reserved.

SECTION 10. Immediate Effect. Consistent with Government Code Section 65858, this ordinance shall take effect immediately and will last for a period of 45 days. The ordinance may be extended further for a period totaling two years pursuant to action of the City Council consistent with the requirements of California Government Code Section 65858.

SECTION 11. Severability. Should any provision of this Ordinance is found to be unenforceable, each such provision shall be severed, and all remaining portions of this Ordinance shall be enforced to the maximum extent legally permissible.

SECTION 12. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance as required by law.

PASSED AND ADOPTED by the City Council of the City of Citrus Heights this 24th day of June 2021 by the following vote:

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

Steve Miller, Mayor

ATTEST:

Amy Van, City Clerk

RESOLUTION NO. 2021- ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, SUPPORTING THE TRANSITION TO BY-TRUSTEE AREAS AND THE
ADDITION OF TWO SCHOOL BOARD MEMBERS TO THE SAN JUAN UNIFIED
SCHOOL DISTRICT**

WHEREAS, the City of Citrus Heights is primarily served by the San Juan Unified School District (SJUSD). SJUSD extends over 75 square miles, has revenues that exceed \$300 million, and serves over 50,000 students including students enrolled at nine elementary schools, one middle school and two high schools within the City of Citrus Heights;

WHEREAS, SJUSD currently elects trustees using a system that is both at-large and winner-take-all. Election at-large impairs the ability of Citrus Heights and other communities to identify, support and elect natural leaders from their own neighborhoods;

WHEREAS, even though citizens of the City of Citrus Heights represent 24 percent of those registered to vote in San Juan USD elections¹, the winner-take-all system has deprived the City of representation since the late Estelle Werve left office 19 years ago;

WHEREAS, The City of Citrus Heights recognizes the need for a representative on the school board who is accountable to the City's parents and voters and who understands the specific educational needs, resources, and challenges faced by our students;

WHEREAS, of the nine unified school districts in California that have larger populations than SJUSD, only San Francisco USD elects trustees at-large (but its board does have seven trustees)²; and

WHEREAS, only Long Beach USD has a larger population and fewer than seven trustees (but its trustees are elected by area)³; and

WHEREAS, election of individual trustees by the voters of each trustee area will empower neighborhoods and diverse communities to elect local representatives of their choice, will enable candidates to be competitive without fundraising the prohibitively large sums needed to campaign across the entire district, and will ensure representation of the values of Citrus Heights voters and the needs of its students will always have an accountable representative on the district board.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Citrus Heights supports and requests that SJUSD transition at-large method of election to election by single-trustee areas;

¹ According to the Sacramento County 202 Statement of the Vote, 46009 of 194854 SJUSD's registered voters live in Citrus Heights.

² Elk Grove USD and San Diego City USD elect from trustee areas (*i.e.*, residency requirement), but the voters at-large choose every trustee.

³ California Department of Education, Largest and Smallest Public School Districts – *CalEdFacts* 2018-19 School Year and individual district websites. (San Diego and Long Beach). In the rest of the nation, Henrico County (Richmond VA) is the only comparably sized school district with fewer than seven trustees.

BE IT, FURTHER RESOLVED, that the City Council of the City of Citrus Heights requests that SJUSD transition from five to seven trustees by holding a special election in two new trustee areas (including an area in Citrus Heights) this year; and

BE IT, FURTHER RESOLVED, that the City Council of the City of Citrus Heights requests that the County Committee on School District Organization (“County Committee”) withhold review of any five-trustee map proposed by SJUSD’s incumbent trustees until it can be considered in tandem with a seven-trustee option, whether proposed on the Committee’s own initiative or by virtue of the voter petition currently being circulated pursuant to Section 5019 of the Education Code⁴.

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

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 24th day of June 2021 by the following vote, to wit:

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

Steve Miller, Mayor

ATTEST:

Amy Van, City Clerk

⁴ Education Code, §5019(c) allows proposals for changes in the size and election method of a district board to be considered on the County Committee’s own initiative and requires the County Committee to consider proposals made by the district board or by voter petition. Such a petition is currently circulating.