



AGENDA

June 25, 2020

CITY OF CITRUS HEIGHTS CITY COUNCIL

6:15 PM SPECIAL MEETING

7:00 PM REGULAR MEETING

City Hall Council Chambers

6360 Fountain Square Drive, Citrus Heights, CA

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

If you wish to make a public comment, please submit your comment via email to cityclerk@citrusheights.net or by completion of an online Speaker Card at <https://www.citrusheights.net/FormCenter/City-Council-Meetings-Speaker-Card-30>. 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>.

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

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

June 25, 2020 Agenda Packet (PDF)

Documents:

[6-25-20 AGENDA PACKET.PDF](#)

CALL SPECIAL MEETING TO ORDER

1. Roll Call: Council Members: Bruins, Daniels, Middleton, Miller, Slowey

PUBLIC COMMENT

STUDY SESSION

2. Review And Discuss Housing Funding Opportunities

ADJOURNMENT

CALL REGULAR MEETING TO ORDER

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

APPROVAL OF AGENDA

PRESENTATIONS

4. City Employees Service Recognition Presentation

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 is requested by a Council Member.

5. SUBJECT: Approval Of Minutes
RECOMMENDATION: Approve the Minutes of the Regular Meeting of June 11, 2020
6. SUBJECT: Senate Bill 1 (SB 1) Road Maintenance And Rehabilitation Account Funding And Project List For FY 2020-2021
STAFF REPORT: R. Cave RECOMMENDATION: Adopt Resolution No. 2020-____, a Resolution of the City Council of the City of Citrus Heights, California, Approving the Fiscal Year 2020-2021 Project List to be Funded by Senate Bill 1 (Road Repair and Accountability Act of 2017) Road Maintenance and Rehabilitation Account (RMRA) Funding
7. SUBJECT: 2019 Residential Resurfacing Project – City PN 22-19-001 Final Acceptance
STAFF REPORT: S. Hodgkins RECOMMENDATION: Adopt Resolution No. 2020-____, a Resolution of the City Council of the City of Citrus Heights, California, Accepting the 2019 Residential Street Resurfacing Project as Complete and Authorizing the City Engineer to Record a Notice of Completion and Release the Contract Retention
8. SUBJECT: Traffic Data Collection Services Award Of Contract – City Project Number 10-20-001
STAFF REPORT: S. Hodgkins / L. Blomquist RECOMMENDATION: Adopt Resolution No. 2020-____, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with National Data and Surveying Services for Traffic Data Collection Services PN# 10-20-001
9. SUBJECT: Accept Irrevocable Offer Of Dedication BK 123 PG 10 As A Public Parcel For Public Purposes
STAFF REPORT: S. Hodgkins / L. Blomquist RECOMMENDATION: Adopt Resolution No. 2020-____, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Engineer to Accept the Irrevocable Offer of Dedication on APN 224-0440-047 and Finding the Dedication Exempt from the

California Environmental Quality Act

PUBLIC HEARINGS

10. SUBJECT: COVID Relief Actions

STAFF REPORT: C. McDuffee / C. Kempenaar / A. Bermudez RECOMMENDATION:

The Following is Recommended:

- a) Introduce, and Read by Title Only, and Waive the First Full Reading of Ordinance No. 2020-____, an Ordinance of the City Council of the City of Citrus Heights, California, Extending the Expiration Date for Certain Unexpired Development Projects by Five Years
- b) Adopt Resolution No. 2020-____, A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the Creation of a Temporary Outdoor Program to Allow the Use of Outdoor Space by Temporarily Relaxing the Regulations for Outdoor Dining, Signage and Parking Through December 31, 2020

DEPARTMENT REPORTS

11. SUBJECT: Fireworks Operation Plan

STAFF REPORT: Citrus Heights Police Department

CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS / FUTURE AGENDA ITEMS

ADJOURNMENT



Jeff Slowey, Mayor
Steve Miller, Vice Mayor
Jeannie Bruins, Council Member
Bret Daniels, Council Member
Porsche Middleton, Council Member

**CITY OF CITRUS HEIGHTS
CITY COUNCIL
Special/Regular Meeting of Thursday, June 25, 2020
Special Meeting 6:15 p.m.
Regular Meeting 7:00 p.m.**

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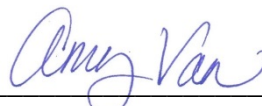
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June 19, 2020


Amy Van, City Clerk

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

SPECIAL MEETING 6:15 PM

CALL SPECIAL MEETING TO ORDER

1. Roll Call: Council Members: Bruins, Daniels, Middleton, Miller, Slowey

PUBLIC COMMENT

STUDY SESSION

2. Review and Discuss Housing Funding Opportunities

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-
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CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS

ADJOURNMENT

**CITY OF CITRUS HEIGHTS
CITY COUNCIL
MINUTES**

Item 5

**Special/Regular Meeting of Thursday, June 11, 2020
Virtually from the City Hall Council Chambers
6360 Fountain Square Drive, Citrus Heights, CA**

CALL REGULAR MEETING TO ORDER

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

1. The Flag Salute was led by Mayor Slowey.
2. Roll Call: Council Members present: Bruins, Daniels, Middleton, Miller, Slowey
Council Members absent: None
Staff present: Boyd, Jones, Lawrence, Myers, Rivera, Van and department directors.
3. The video statement was read by City Clerk Van.

APPROVAL OF AGENDA

Mayor Slowey requested to have the Chief of Police's Department Report before Comments from Council Members.

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

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

DEPARTMENT REPORTS

Chief of Police Lawrence stated the tragic incident that happened on May 25, the murder of Mr. Floyd, was sickening to all of us. The Citrus Heights Police Department stands with the community in just as much shock and sadness as all of you. This has sparked a lot of civil unrest throughout our nation, there has been a lot of peaceful and lawful protests and demonstrations, which have been fantastic. The Police Department stands ready to guard their right to do just that in a safe manner. In the Sacramento region most of the unrest and demonstrations have been in the downtown Sacramento area, unfortunately some of those have led to some unlawful protests and some demonstrations that led to property damage and even injuries. In Citrus Heights we have had a few small protests, they have largely been at the corner of Sunrise and Greenback. I am proud to say they have been very lawful and peaceful and they are protesting as one should in a very lawful manner. In Citrus Heights there have been some crimes of opportunity that are not related to any of the protests. We had several incidents of looting, people breaking into businesses, and burglarizing. The Police Department made 11 arrests for looting in Citrus Heights. We estimate the loss and damage of those incidents to be upward of around \$20,000. On social media there is a tremendous amount of misinformation designed to cause fear, panic, and a lot of confusion. He encouraged the public to find a reliable source to gather information. Last year in California, Senate Bills 392 and 230 were signed by the Governor designed to reform police use of force in California. Those laws take place January 1, but most agencies are already implementing the changes that are coming.

Those two bills made California policing the most comprehensive and the most restrictive police use of force policies in the nation. Citrus Heights officers receive training on use of force throughout the year. We are constantly reviewing our policies and are routinely training our officers on use of force.

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

Council Member Bruins attended the Citrus Heights Chamber of Commerce virtual luncheon.

Council Member Daniels did not have any reports.

Council Member Middleton did not have any reports.

Vice Mayor Miller provided a report from the Regional Transit Board meeting. He also provided a report from the Sacramento Transportation Authority Board meeting.

Mayor Slowey reported he spoke at the Citrus Heights Chamber of Commerce during their virtual luncheon.

PUBLIC COMMENT

None

CONSENT CALENDAR

4. **SUBJECT:** Approval of Minutes
RECOMMENDATION: Approve the Minutes of the Special/Regular Meeting of May 28, 2020
5. **SUBJECT:** November 3, 2020 General Municipal Election
STAFF REPORT: A. Van
RECOMMENDATION: Adopt Resolution No. 2020-048, A Resolution of the City Council of the City of Citrus Heights, California, Calling a General Municipal Election and Requesting the Board of Supervisors of Sacramento County to Consolidate the General Municipal Election with the Statewide General Election to be Held on November 3, 2020, Pursuant to Section 10403 of the Elections Code
6. **SUBJECT:** Second Reading – Zoning Code Update – Accessory Dwelling Units
STAFF REPORT: C. McDuffee / C. Kempenaar / A. Bermudez
RECOMMENDATION: Adopt Ordinance No. 2020-003, An Ordinance of the City Council of the City of Citrus Heights, Amending Section 106.42.015 (Accessory Dwelling Units) and Section 106.80 (Definitions) of the Zoning Code in Regard to Accessory Dwelling Units
7. **SUBJECT:** Second Reading – Zoning Code Updates
STAFF REPORT: C. McDuffee / C. Kempenaar / A. Bermudez
RECOMMENDATION: Adopt Ordinance No. 2020-004, An Ordinance of the City Council of the City of Citrus Heights to Amend Certain Sections of the Zoning Code in Regard to Commercial Recreation-Indoors, Definitions, and Other Minor Changes

8. **SUBJECT:** Designation of City Representatives for FEMA and Cal OES
STAFF REPORT: R. Rivera
RECOMMENDATION: Adopt Resolution No. 2020-049, A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the Designation of the Assistant City Manager, Community Development Director, and Chief of Police, as the City's Representatives for FEMA and Cal OES
9. **SUBJECT:** FY 2020 Coronavirus Emergency Supplemental Funding
STAFF REPORT: R. Lawrence
RECOMMENDATION: Adopt Resolution No. 2020-050, A Resolution of the City Council of the City of Citrus Heights, California, Accepting 2020 Coronavirus Emergency Supplemental Funding (CESF) in Accordance with Federal and State Requirements
10. **SUBJECT:** Resolution Adopting an Amendment to October 1, 2017 – September 30, 2020 Memorandum of Understanding Between Citrus Heights Police Officers Association and City of Citrus Heights
STAFF REPORT: R. Rivera / M. Alejandrez / S. Neilson
RECOMMENDATION: Adopt Resolution No. 2020-051, A Resolution of the City Council of the City of Citrus Heights, California, Adopting an Amendment to October 1, 2017 – September 30, 2020 Memorandum of Understanding Between Citrus Heights Police Officers Association and City of Citrus Heights
11. **SUBJECT:** Resolution of Intention to Record Delinquent Solid Waste Service Charges on Tax Roll
STAFF REPORT: M. Poole
RECOMMENDATION: Adopt Resolution No. 2020-052, A Resolution of Intention of the City Council of the City of Citrus Heights to Record Delinquent Solid Waste Service Charges to the Property Tax Roll

ACTION: On a motion by Council Member Bruins, seconded by Vice Mayor Miller, the City Council adopted Consent Calendar Items 4, 5, 6, 7, 8, 9, 10 and 11.

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

REGULAR CALENDAR

12. **SUBJECT:** Fiscal Years 2019-20 and 2020-21 Mid-Cycle Budget Review
STAFF REPORT: R. Rivera
RECOMMENDATION: The Following is Recommended:
- a) Receive and file the report on the status of the Fiscal Years 2019-20 and 2020-21 budgets
 - b) Adopt Resolution No. 2020-053, A Resolution of the City Council of the City of Citrus Heights, California, Approving Amendments to the Fiscal Year 2020-21 Budget

Assistant City Manager Rivera presented a recap of the adopted budget for fiscal year 2019-20. Before COVID-19, the General Fund was predicted to have revenue of about \$31.6 million, projected expenditures of about \$33 million and an adopted operating shortfall of \$1.4 million. We've known since incorporation that there would be a period when expenditures would be higher than revenues and this is primarily due to the property tax agreement required by the County to allow the City to incorporate and initiate local control in Citrus Heights. In November 2018, the City established a line of credit as a strategic financing tool to sustain us during the expected cross over period. The Fiscal Year 2019-20 budget utilized \$1.3 million from the line of credit and about \$71,000 of General Fund Reserves to address the anticipated shortfall. As a result of the COVID-19 pandemic, anticipated sales tax revenue will be down almost a million dollars below what we had projected for this fiscal year. The City was able to recover about \$300,000 from unanticipated one-time refunds and reimbursements including restitution for damage to public property and prior year risk management premiums. Staff reduced expenses for fiscal year 2019-20 by \$1 million. The previously adopted Fiscal Year 2020-21 budget predicted estimated revenue at \$31.9 million, projected expenditures were at \$33.6 million and an anticipated operating shortfall of \$1.7 million. Again this budget was adopted prior to COVID-19 and Council previously approved the utilization of \$1.2 million from the existing line of credit and about \$525,000 of General Fund Reserves to balance the budget. As we look to adjust the Fiscal Year 2020-21 budget to reflect COVID-19 impacts sales tax is predicted to be down \$1.4 million. Some of this will be mitigated with motor vehicle license fee revenue of about \$200,000. We also have had an increase in expenditures because of risk management premiums increasing throughout our state. Staff had initially anticipated a shortfall of about \$1.7 million for fiscal year 2020-21 but after COVID-19 impacts we are now projecting a deficit of almost \$3.4 million. Despite this newly calculated deficit staff is not proposing an increase to the draw on the City's line of credit. After the previously approved draw from our line of credit of \$1.2 million we now have a projected shortfall of about \$2.2 million for the next fiscal year. To address this shortfall City staff will continue with the immediate actions we have already taken to mitigate COVID-19's impacts on our city. These include continuing to monitor the COVID-19 situation so we adapt our budget forecasting and make plans for our road to recovery, maintain our expenditure reductions by holding personnel vacancies, and continuing to prioritize and defer capital costs. She introduced consultant Bill Zenoni to present a snapshot of the City's long range financial forecast.

Bill Zenoni with Municipal Resource Group stated based on historical trends, current information and key assumptions about the future, we have projected that the City's General Fund will experience an operating shortfall during eight years of the ten year forecast period. The property tax revenue that the City will begin receiving in fiscal year 2022-23 will not be sufficient to fully resolve the situation. Because of the anticipated revenue shortfall we have assumed that the City will draw down reserves significantly below the minimum prudent level each year and that the City's General Fund cash will be depleted and will be negative during three of our ten year forecast period, which will require some type of outside funding or other corrective action.

ACTION: On a motion by Council Member Bruins, seconded by Council Member Middleton, the City Council adopted Resolution No. 2020-053, A Resolution of the City Council of the City of Citrus Heights, California, Approving Amendments to the Fiscal Year 2020-21 Budget.

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

13. **SUBJECT:** Great Plates Delivered Restaurant Contract Amendments

STAFF REPORT: K. Cooley / C. Myers

RECOMMENDATION: The Following is Recommended:

- a) Adopt Resolution No. 2020-054, A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with Beach Hut Deli for the Great Plates Delivered Program
- b) Adopt Resolution No. 2020-055, A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with Boston's Pizza for the Great Plates Delivered Program
- c) Adopt Resolution No. 2020-056, A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with Ciro's Pizza for the Great Plates Delivered Program
- d) Adopt Resolution No. 2020-057, A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with Dos Coyotes Border Café for the Great Plates Delivered Program
- e) Adopt Resolution No. 2020-058, A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with Nor Cal Subs for the Great Plates Delivered Program
- f) Adopt Resolution No. 2020-059, A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with R Vida Cantina for the Great Plates Delivered Program

Facilities and Grounds Manager Myers reported that the Great Places Delivered program is funded 75% by FEMA, 18.75% by Cal OES and a 6.25% City match. The City's match will likely be between \$37,000 and \$112,000. In Citrus Heights, 377 applications have been received, 171 seniors are currently enrolled per week and we are averaging almost 3,600 delivered meals a week. Staff is recommending the City Council adopt resolutions to extend the contracts with local restaurants. The Great Plates Delivered Program was extended through FEMA and Cal OES through July 10.

ACTION: On a motion by Council Member Bruins, seconded by Council Member Middleton, the City Council adopted Resolution No. 2020-054, A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with Beach Hut Deli for the Great Plates Delivered Program.

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

ACTION: On a motion by Council Members Bruins, seconded by Vice Mayor Miller, the City Council adopted Resolution No. 2020-055, A Resolution of the City Council of the City of Citrus

Heights, California, Authorizing the City Manager to Execute an Agreement with Boston's Pizza for the Great Plates Delivered Program.

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

DEPARTMENT REPORTS

None

CITY MANAGER ITEMS

City Manager Boyd reported on June 12 Sacramento County will be moving forward into stage three of California's Resilience Roadmap. The City's website and social media channels will be sharing the most recent health order. He announced a virtual community workshop will be help for the Sunrise Mall Specific Plan on June 30.

ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS

None

ADJOURNMENT

Mayor Slowey adjourned the regular meeting at 7:58 p.m.

Respectfully submitted,

Amy Van, City Clerk



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: June 25, 2020

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

FROM: Regina Cave, Operations Manager

SUBJECT: **Senate Bill 1 (SB 1) Road Maintenance and Rehabilitation Account Funding and Project List for FY 2020-2021**

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. 2020-___ A Resolution of the City Council of the City of Citrus Heights, California, approving the Fiscal Year 2020-2021 project list to be funded by Senate Bill 1 (Road Repair and Accountability Act of 2017) Road Maintenance and Rehabilitation Account (RMRA) funding.

Fiscal Impact

In accordance with the formulaic distribution of the existing gas tax funds, Citrus Heights is expected to receive an estimated \$1,514,058 in RMRA funds for fiscal year 2020-2021. 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. These RMRA funds are programmed in the 2020-2021 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.

As presented to and approved by City Council at the April 9, 2020 Council Meeting, the City has entered 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. However, with the recent COVID-19 pandemic, projections for transportation-related revenues have decreased, therefore impacting available funds for project delivery. The County has advised that due to the estimated shortfall in SB1 related revenues, the Madison Avenue and Kenneth Avenue projects are being pushed out to 2021, subject to the California Transportation Commission's approval of SB1-derived grant funding.

Subsequently, the City has received a \$600,000 capital allocation from the Sacramento Transportation Authority (STA) to help fund an eligible capital project in FY 2020/21. Eligibility is based on the three project corridors listed in the Countywide Transportation Expenditure Plan from the voter-approved Measure A renewal in 2004, and the funds must be spent in Fiscal Year 2020/2021. The three eligible corridors are Greenback Lane; portions of Sunrise Boulevard; and portions of Antelope Road. Given the timeframe and restrictions placed on these funds, as well as current conditions of the above mentioned corridors, these funds will be applied to a complete streets improvements project along Greenback Lane from Sunrise Boulevard to Fair Oaks Boulevard. Estimates for this project exceed the STA allocation, therefore staff recommends committing a large portion of the 2020/2021 SB1 Funds to help fully fund this project. The remaining RMRA funds will be committed to the City's Residential Street Resurfacing program (RSRP), with the proposed streets listed below. Any cost savings from the Greenback Lane Project can be reallocated to support the RSRP.

The list below is subject to change in the event the City's RMRA revenues increase or decrease and pending the final actual costs of the Greenback Lane resurfacing project.

The proposed improvement projects staff have identified for SB 1 funding for FY 2020-2021 are as follows:

<u>Projects</u>	<u>Completion</u>	<u>Estimated Useful Life</u>
	October 2021	30 Year life
<ul style="list-style-type: none">• Greenback Lane Complete Streets Project–Sunrise Boulevard to Fair Oaks Boulevard.• 2021 Residential Resurfacing Project:<ul style="list-style-type: none">• Sloop Court• Arcaro Court• Peony Court• Three Sisters Court• Begonia Court• Wild Oak Drive• Whaler Court• Noreen Way• Hill Drive• Beta Court• Verbena Court		

Attachments

- 1) Resolution No. 2020 - _____ of the City Council of the City of Citrus Heights, California, approving the Fiscal Year 2020-2021 project list to be funded by Senate Bill 1 (Road Repair and Accountability Act of 2017) Road Maintenance and Rehabilitation Account (RMRA) funding.

RESOLUTION NO. 2020- ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, APPROVING THE FISCAL YEAR 2020-2021 PROJECT LIST TO BE
FUNDED BY SENATE BILL 1 (ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017)
ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) FUNDING**

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 improvement;

WHEREAS, the City of Citrus Heights will receive an estimated \$1,514,058 in RMRA funding from SB 1 in Fiscal Year 2020-2021.

WHEREAS, this is the fourth 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 Program update to develop the SB 1 project list for the Residential Resurfacing Project to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment;

WHEREAS, these SB 1 funds will allow the City to leverage Measure A Capital funds to deliver much needed complete streets improvements along Greenback Lane in an effort to enhance multi-modal accessibility and improve infrastructure quality along one of our major economic corridors;

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 2020-2021 by Senate Bill 1: The Road Repair and Accountability Act is hereby approved.

Subject: (Insert)

Date: (Insert)

Page 5 of 2

<u>Projects</u>	<u>Completion</u>	<u>Estimated Useful Life</u>
	October 2021	30 Year life
<ul style="list-style-type: none">• Greenback Lane Complete Streets Project – Sunrise Boulevard to Fair Oaks Boulevard.• 2021 Residential Resurfacing Project:<ul style="list-style-type: none">• Sloop Court• Arcaro Court• Peony Court• Three Sisters Court• Begonia Court• Wild Oak Drive• Whaler Court• Noreen Way• Hill Drive• Beta Court• Verbena Court		

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 25th day of June, 2020 by the following vote, to wit:

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

Jeff Slowey, Mayor

ATTEST:

Amy Van, City Clerk



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: June 25, 2020

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

FROM: Stuart Hodgkins, City Engineer

SUBJECT: **2019 Residential Resurfacing Project - City PN 22-19-001**
Final Acceptance

Summary and Recommendation

On September 12, 2019, the City Council awarded a contract to Central Valley Engineering & Asphalt (CVE) for the 2019 Residential Street Resurfacing Project (Project). The contractor has completed all work and the Project has been field accepted by staff.

Staff recommends the City Council approve Resolution No. 2020-____, a Resolution of the City Council of the City of Citrus Heights, California, accepting the 2019 Residential Street Resurfacing Project as complete and authorizing the City Engineer to record a Notice of Completion and release the contract retention.

Fiscal Impact

There is no fiscal impact to the 2019/2020 Fiscal Year Budget. Sufficient funds were programed from the city's Road Maintenance & Rehabilitation Account (SB-1 revenues) (206), Gas Tax (205) and Measure A – Maintenance (210) funds to cover the construction contract and a 15% contingency.

CVE's bid for the Project was \$1,487,569.40. During the course of work, five (5) change orders were executed totaling \$50,439.97. The final adjusted contract amount is \$1,538,009.37, a 3.4% increase.

Background and Analysis

The Project performed localized pavement repair and overlays on thirteen streets with an approximate total length of 2 miles. A copy of the Street List is attached as Exhibit A. In addition to the pavement repairs and resurfacing, the project constructed 56 fully compliant curb access (ADA) ramps and miscellaneous concrete and drainage repairs.

Subject: 2019 Residential Street Resurfacing Project – Final Acceptance

Date: June 25, 2020

Page 2 of 2

All work on the Project is complete and field accepted by staff, and the project is ready for final acceptance.

Attachments

1. Exhibit A – 2019 Residential Street Resurfacing Project Street List
2. Resolution 2020-____, a Resolution of the City Council of the City of Citrus Heights, California, accepting the 2019 Residential Street Resurfacing Project as complete and authorizing the City Engineer to record a Notice of Completion and release the contract retention.

EXHIBIT A**2019 Residential Street Resurfacing Project
Street List**

No.	Street Name	Area	Begin Location	End Location
1	Alma Mesa Way	9	Dana Butte Way	End (south)
2	Baranga Drive	2	Winlock Ave	Kaplan Way
3	Baymore Way	2	Sandalwood Drive	End (south)
4	Bix Avenue	5	Hilltree Ave (north)	Hilltree Ave (south)
5	Carrick Court	9	Menke Way	End (southwest)
6	Cheval Court	2	End (west)	Amsterdam Ave
7	Coronet Court	2	Minuet Way	End (southwest)
8	Glenhurst Way	1	Millwood Drive	Saybrook Drive
9	Graham Circle	10	Circuit Drive (north)	Circuit Drive (south)
10	Halifax Street	3	Westbrook Drive	6500 Halifax Street
11	Holm Oak Way	7	Garry Oak Drive	Lobata Street
12	Longden Circle	7	Arcaro Court	Argo Drive
13	Sunwood Way	3	7317 Starflower Drive	Misty Creek Drive

RESOLUTION NO. 2020-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, ACCEPTING THE 2019 RESIDENTIAL STREET RESURFACING
PROJECT AS COMPLETE AND AUTHORIZING THE CITY ENGINEER TO
RECORD A NOTICE OF COMPLETION AND RELEASE THE CONTRACT
RETENTION**

WHEREAS, on September 12, 2019, the City Council of the City of Citrus Heights, California, authorized the award of a construction contract to Central Valley Engineering and Asphalt, Inc. to perform 2019 Residential Street Resurfacing Project;

WHEREAS, the Project was funded with Road Maintenance & Rehabilitation Account (SB-1 revenues)(206), Gas Tax (205) and Measure A – Maintenance (210) funds; and

WHEREAS, Central Valley Engineering and Asphalt, Inc. has successfully completed the work for the Project.

NOW THEREFORE BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights, that the 2019 Residential Street Resurfacing Project is hereby accepted as complete.

BE IT FURTHER RESOLVED AND ORDERED that the City Engineer is authorized to record a Notice of Completion for the 2019 Residential Street Resurfacing Project with the Sacramento County Recorder and to release the contract retention after the 35-day lien period.

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 25th day of June, 2020 by the following vote, to wit:

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

Jeff Slowey, Mayor

ATTEST:

Amy Van, City Clerk



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: June 25, 2020

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

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

SUBJECT: **Traffic Data Collection Services**
Award of Contract – City Project Number 10-20-001

Summary and Recommendation

In 2016, the City Council adopted a resolution awarding a contract for On-Call Traffic Data Collection Services. The current contract will expire on June 30, 2020. The city regularly uses traffic data to perform various traffic studies and analyses, establish roadway speed limits, provide traffic volume data to the public and more.

The General Services Department circulated a Request for Proposals (RFP) for On-Call Traffic Data Collection. A qualifications based process was used and National Data & Surveying Services (NDS) was selected as the top ranked consultant.

Staff recommends the City Council adopt Resolution No. 2020-____, a Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to execute an agreement with National Data & Surveying Services for On-Call Traffic Data Collection Services.

Fiscal Impact

This contract will have no fiscal impact on the city. All task orders issued as part of this contract will be funded with budgets and funding already listed in the city's approved budget.

The contract will have an annual not to exceed amount of \$30,000, with a total contract cap of \$150,000.

Background and Analysis

The city utilizes on-call traffic data acquisition services to collect traffic data including, but not limited to, general traffic counts (tube counts with and without speeds, video counts, and video recordings), certified radar speed surveys, intersection turning movement counts, floating vehicle travel time studies, origin and destination studies, gap studies, and vehicle classification studies. The data obtained is used to perform various traffic studies and analyses, establish roadway speed limits, provide traffic volume data to the public, evaluate neighborhood traffic concerns and requests, and provide information for safety improvement studies and efforts throughout the City, including applying for grants.

An RFP for Traffic Data Collection Services PN# 10-20-001 was issued in April and six proposals were received on May 26, 2020. The city used a qualifications based selection process and each proposal was evaluated by staff based on criteria specified in the RFP. After evaluation of the proposals, the top three ranked firms were interviewed on June 9, 2020 and NDS was selected as the most qualified consultant. NDS provided a detailed proposal describing their methods of data collection, introduced a highly qualified team, and demonstrated a clear understanding of the work and timelines involved.

The proposed contract is for two fiscal years with up to three one-year contract extensions.

Attachments

1. Resolution 2020-____, a Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to execute an agreement with National Data & Surveying Services (NDS) for Traffic Data Collection Services PN# 10-20-001.
2. Consulting Services Agreement between the City of Citrus Heights and National Data & Surveying Services for On-Call Traffic Data Collection Services.

RESOLUTION NO. 2020-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH NATIONAL DATA AND SURVEYING SERVICES FOR
TRAFFIC DATA COLLECTION SERVICES PN# 10-20-001**

WHEREAS, the city has a wide range of traffic data collection needs, many requiring specialized equipment and quick response times;

WHEREAS, the city circulated a request for proposals and, in accordance with standard procedures for selection of the most qualified consultant National Data and Surveying Services was found to be the best qualified to provide the required services;

WHEREAS, the cost for these services will utilize existing approved budgets and funding sources.

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 in an amount not to exceed \$30,000 annually for a total amount of \$150,000, with National Data and Surveying Services for Traffic Data Collection Services.

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 25th day of June, 2020, by the following vote, to wit:

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

Jeff Slowey, Mayor

ATTEST:

Amy Van, City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF CITRUS HEIGHTS AND
NATIONAL DATA & SURVEYING SERVICES**
(involving public work)

THIS Agreement (“Agreement”) for consulting services is made by and between the City of CITRUS HEIGHTS (“City”) and National Data & Surveying Services (“Consultant”) (together referred to as the “Parties”) as of July 1, 2020 (the “Effective Date”).

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2022 with up to three (3) one (1) year contract extensions or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City’s request, reassign such persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant’s obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed Thirty Thousand Dollars \$(30,000) per fiscal year, as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant’s estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant.

Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

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

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

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

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

2.5 Payment of Taxes. Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

- 2.6 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

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

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

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

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

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

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

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

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

4.3 Professional Liability Insurance.

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

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

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

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

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

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

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

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

5.2 PERS Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City

for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

7.5 Registration and Monitoring. Consultant shall be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as referenced in Labor Code section 1771.1(a). Additionally, Consultant is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.6 Prevailing Wage Rates. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the services described in Exhibit A are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the services described in Exhibit A. In accordance with California Labor Code Section 1773.2, the City has obtained the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City's General Services Department and shall be made available on request. Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the services described in Exhibit A. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by any worker, governmental agency or other third party with regard thereto.

The Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with Labor Code Section 1775, which establishes a penalty per day for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage.

In accordance with Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Such records shall be in kept, maintained and made available in accordance with the requirements of Labor Code Section 1776.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.
- 8.2 Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.
- 8.3 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.
- 8.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.
- 8.5 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.5.1** Immediately terminate the Agreement;
 - 8.5.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.5.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Sacramento County or in the United States District Court for the Eastern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.8 **Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested,. Notice shall be effective upon personal

delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant: National Data & Surveying Services
4740 Northgate Blvd., Ste. 110
Sacramento, CA 95834
Attn: Avi Tashman

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

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

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

Exhibit A Scope of Services
Exhibit B Compensation Schedule

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

10.12 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

10.13 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

SIGNATURES ON FOLLOWING PAGE

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

CITY OF CITRUS HEIGHTS

CONSULTANT

Christopher W. Boyd, City Manager

Avi Tashman, President

Attest:

Amy Van, City Clerk

Approved as to Form:

Ryan Jones, City Attorney

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
COMPENSATION SCHEDULE

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

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

CONSULTANT

By: _____

Title: _____

2699907.4



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: June 25, 2020

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

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

SUBJECT: **Accept Irrevocable Offer of Dedication BK 123 PG 10 as a Public Parcel for Public Purposes**

Summary and Recommendation

APN 224-0440-047 is a vacant lot located between C-Bar-C Park and Villa Oak Drive. The parcel is thirty feet wide and approximately 575 feet long. Over the entirety of the parcel, the city owns a 25 foot wide "Hiking, Equestrian and Bikeway Easement." In addition to this easement the subdivision map for Sunrise Farms Unit No. 3 granted an Irrevocable Offer of Dedication (IOD) to Sacramento County for "Any Public Purpose." This IOD was recorded in tandem with the subdivision map on August 3, 1978.

The Electric Greenway Trail Project alignment follows the length of this parcel. Although the city already owns the 25 foot wide "Hiking, Equestrian and Bikeway Easement," it is recommended to accept the 30 foot wide IOD, in its entirety (Lot A as shown on Attachment 2 Sunrise Farms Unit No. 3 subdivision map). Attachment 1 depicts the parcel, location of existing easements, and location of the IOD. By accepting the IOD the city will assume ownership, maintenance, and enforcement responsibilities for this parcel.

Staff recommends the City Council adopt Resolution No. 2020-____, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Engineer to Accept the Irrevocable Offer of Dedication on APN 224-0440-047 and Finding the Dedication Exempt from the California Environmental Quality Act.

Fiscal Impact

There is no fiscal impact associated with this action. However, upon acceptance of the IOD the city will be responsible for maintenance and upkeep of this property. Currently, there are no improvements on the property and maintenance costs are anticipated to be minimal.

The Electric Greenway Trail Project is slated for construction in spring 2021. Once construction of the project is complete, this parcel will include a multi-use path with associated lighting, landscaping, and other appurtenances. After completion of the trail project, the city will also be responsible for trail maintenance and will need to budget for routine maintenance in the future.

Background and Analysis

On August 3, 1978, the subdivision map for 'Sunrise Farms Unit No. 3' was recorded by Sacramento County (the County). Recordation of this map granted a 30 foot wide IOD to the County for any public purpose. An IOD is an offer of dedication of land that may be formally accepted at any time in the future when improvements are planned, but cannot be revoked by the grantor or their successors.

Since recordation of the Sunrise Farms Unit No. 3 subdivision map in 1978, this parcel (APN 224-0440-047) has remained undeveloped. This parcel is 30 feet wide, and approximately 575 feet long and encompasses 17,236 SF. It is essentially undevelopable for the following reasons:

- Located completely within a 200' wide SMUD Transmission Line Easement. SMUD's easement specifically states no permanent structures can be built within the easement.
- Parcel is zoned as Open Space on the city's Zoning Map. Open Space zoning is the city's most restrictive zoning with very limited uses allowed.
- Parcel shape is not conducive to development. The city's minimum set back requirements would not allow building of a useable structure.
- The original intent of this parcel was for the purpose of a public trail which is evident due to the presence of both a 25 foot "Hiking, Equestrian and Bikeway Easement" and a 30 foot wide IOD for "Any Public Purpose."

Although the acceptance of the IOD is not necessary for the construction of the Electric Greenway Trail Project as the city also owns a 25 foot wide "Hiking, Equestrian and Bikeway Easement" on this parcel, acceptance is recommended. Without acceptance, a 5 foot wide strip of land along the entire length of the parcel would remain privately owned. Maintenance and upkeep of this five foot wide strip would remain the responsibility of the property owner. Private access, weed abatement, and other maintenance and upkeep would be challenging. By accepting the IOD, the city would assume ownership of the parcel and associated responsibility for all enforcement and maintenance, including the 5 foot wide strip of land outside the existing easement.

Attachment 1 depicts the parcel, location of existing easements, and location of the IOD.

The acceptance of the dedication for public purposes is not considered a project under the California Environmental Quality Act (CEQA) as the proposed action does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14 California Code of Regulations § 15061(b)(3).

Subject: Accept Irrevocable Offer of Dedication as Right-of-Way for Public Purposes

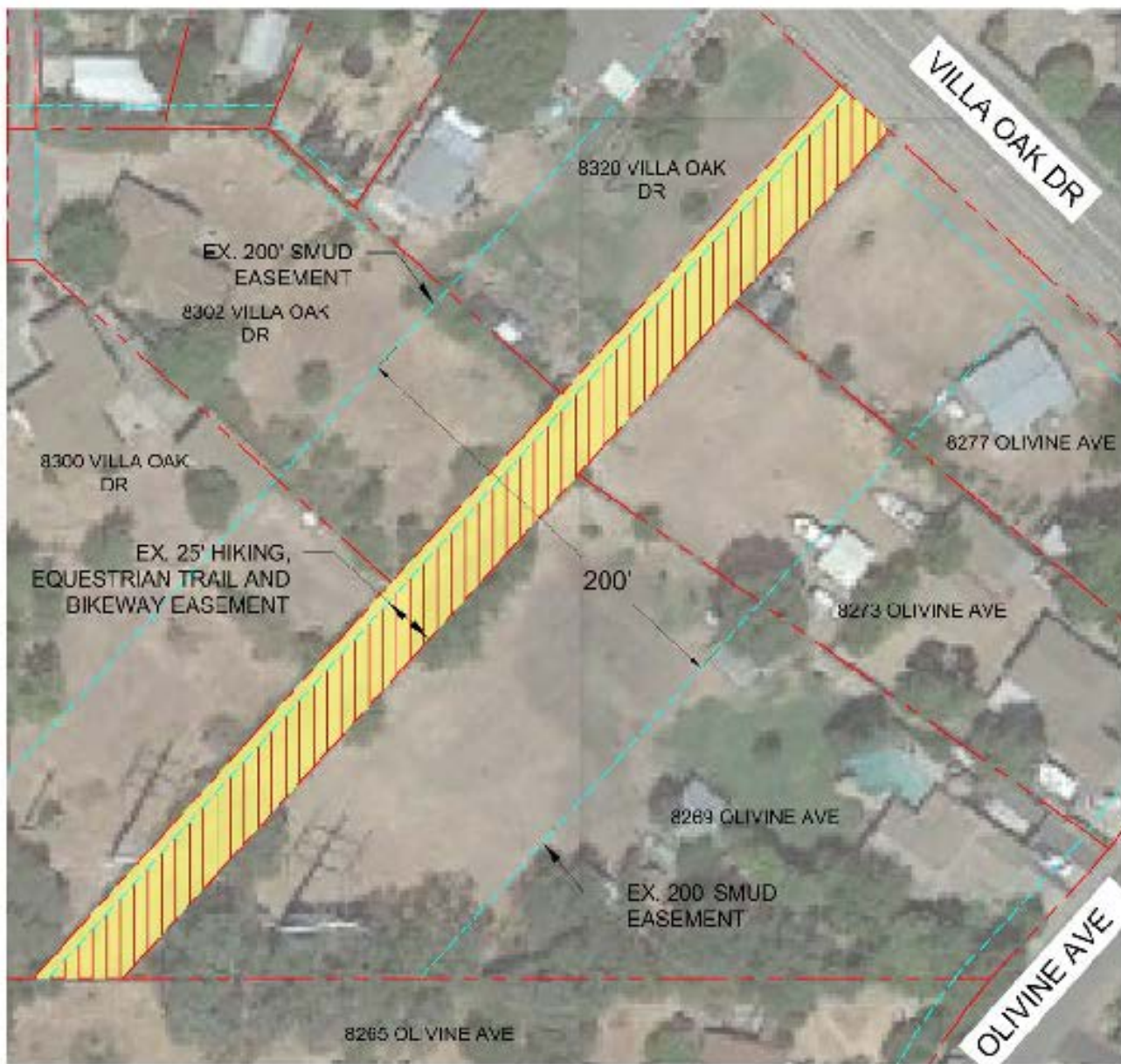
Date: June 25, 2020

Page 3 of 3

No physical improvements are proposed as part of this action. The subject parcel is located along land evaluated for the Electric Greenway Trail Project. The City Council adopted a Mitigated Negative Declaration for the Electric Greenway Trail Project on June 27, 2019.

Attachment

1. Parcel, Easement and IOD Location Exhibit
2. Copy of “Sunrise Farms Unit No. 3” Subdivision Map
3. Resolution No. 2020-____, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Engineer to Accept the Irrevocable Offer of Dedication on APN 224-0440-047 and Finding the Dedication exempt from the California Environmental Quality Act.



LEGEND:

- EXISTING EASEMENT LOCATION (APPROXIMATE)
- EXISTING PROPERTY LINES (APPROXIMATE)
- IOD
- EX. HIKING, EQUESTRIAN TRAIL AND BIKEWAY EASEMENT

APN 224-0440-047
EASEMENT AND IOD LOCATION EXHIBIT
 FOR DISCUSSION PURPOSES ONLY
 APRIL 29, 2020

ATTACHMENT 1



ATTACHMENT 2

DESCRIPTION:

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 19, T.10N., R.7E., M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOT "A" AS SAID LOT IS SHOWN ON THAT CERTAIN "MAP OF SUNRISE FARMS UNIT NO. 2", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY IN BOOK 112 OF MAPS, MAP NO. 1. CONTAINING AN AREA OF 3.598 ACRES, MORE OR LESS.

OWNERS CERTIFICATE:

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDING OF THIS MAP OF SUNRISE FARMS UNIT NO. 3 AND PURSUANT TO THE PROVISIONS OF SECTION 7050 OF THE GOVERNMENT CODE IRREVOCABLY OFFERS FOR DEDICATION TO THE COUNTY OF SACRAMENTO FOR ANY PUBLIC PURPOSE THE RIGHT OF WAY ON, OVER, ACROSS AND UNDER THE STRIP OF LAND SHOWN HEREON AND DESIGNATED AS IRREVOCABLE OFFER OF DEDICATION AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

(A) EASEMENT FOR LIGHT AND AIR OVER THOSE STRIPS OF LAND LYING BETWEEN THE FRONT AND/OR SIDELINES OF LOTS AND THE LINES SHOWN HEREON AND DESIGNATED "SET BACK LINE", SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS.
(B) RIGHTS OF WAY AND EASEMENTS FOR INSTALLATION AND MAINTENANCE OF WATER, GAS, SEWER, AND DRAINAGE PIPES, AND FOR POLES AND OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND LYING BETWEEN THE REAR AND/OR SIDELINES OF LOTS AND LINES SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENTS LINE".
SUNRISE FARMS, A LIMITED PARTNERSHIP

BY: WOODMORE DEVELOPMENT INC., A CALIFORNIA CORPORATION
GENERAL PARTNER

BY: George P. Dunmore
GEORGE P. DUNMORE
PRESIDENT

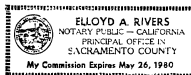
STATE OF CALIFORNIA } ss
COUNTY OF SACRAMENTO

ON THIS 16 DAY OF MARCH, 1977, BEFORE ME

, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED GEORGE P. DUNMORE, KNOWN TO ME TO BE THE PRESIDENT OF WOODMORE DEVELOPMENT INC., A CALIFORNIA CORPORATION, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AND KNOWN TO ME TO BE THE PERSON, WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID CORPORATION, SAID CORPORATION BEING KNOWN TO ME TO BE THE GENERAL PARTNER OF SUNRISE FARMS, A LIMITED PARTNERSHIP, THE PARTNERSHIP THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME AS SUCH PARTNER, AND THAT SUCH PARTNERSHIP EXECUTED THE SAME.

MY COMMISSION EXPIRES:

Elloyd A. Rivers
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE



FIRST AMERICAN TITLE INSURANCE COMPANY A CALIFORNIA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST RECORDED, IN BOOK _____ OF OFFICIAL RECORDS, AT PAGE _____

STATE OF CALIFORNIA } ss
COUNTY OF SACRAMENTO

ON THIS _____ DAY OF _____, BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____ AND _____ KNOWN TO ME TO BE THE _____ AND _____ RESPECTIVELY, OF THE CORPORATION THEREIN NAMED AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC IN AND FOR SAID COUNTY
AND STATE

MAP OF
SUNRISE FARMS UNIT NO. 3
LOT 'A', AS SHOWN ON THE MAP OF "SUNRISE
FARMS UNIT NO. 2 (112-BM-1)
COUNTY OF SACRAMENTO CALIFORNIA
AUGUST, 1977

MURRAY SMITH & ASSOCIATES
SHEET 1 OF 2

ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS MAP OF "SUNRISE FARMS UNIT NO. 3" MADE UNDER MY DIRECTION IN JUNE, 1977, IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET UPON THE COMPLETION OF THE REQUIRED SUBDIVISION IMPROVEMENTS ON OR BEFORE JUNE, 1979, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: 2/14/78

MURRAY SMITH, JR.
No. 16,047
C.E. 16047



COUNTY SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP OF "SUNRISE FARMS UNIT NO. 3" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE BOARD OF SUPERVISORS OF SACRAMENTO COUNTY; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE COUNTY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID PLAT IS TECHNICALLY CORRECT.

DATED: JULY 31, 1978

B. M. Smith
COUNTY SURVEYOR

BOARD OF SUPERVISOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE BOARD OF SUPERVISORS OF SACRAMENTO COUNTY HAS APPROVED THIS PLAT OF SUNRISE FARMS UNIT NO. 3 AND CONSENTS TO THE IRREVOCABLE OFFER OF DEDICATION OF THAT STRIP OF LAND SHOWN HEREON AND DESIGNATED AS IRREVOCABLE OFFER OF DEDICATION AND HAS ACCEPTED IN BEHALF OF THE PUBLIC ALL THE STRIP OF LAND SHOWN HEREON AND DESIGNATED AS PUBLIC UTILITY EASEMENTS AND LIGHT AND AIR EASEMENTS HEREON OFFERED FOR DEDICATION SUBJECT TO THE IMPROVEMENT THEREOF.

Betty P. Poohar
CLERK OF THE BOARD OF SUPERVISORS

DATED: 7-31-78

CLERK OF THE BOARD OF SUPERVISOR'S CERTIFICATE:

I, BETTY POOHAR, CLERK OF THE BOARD OF SUPERVISORS OF SACRAMENTO COUNTY, DO HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE GOVERNMENT CODE HAVE BEEN FILED AND DEPOSITED WITH ME AND ARE APPROVED BY SACRAMENTO COUNTY.

DATED: 7-31-78

Betty P. Poohar
CLERK OF THE BOARD OF SUPERVISORS

120340

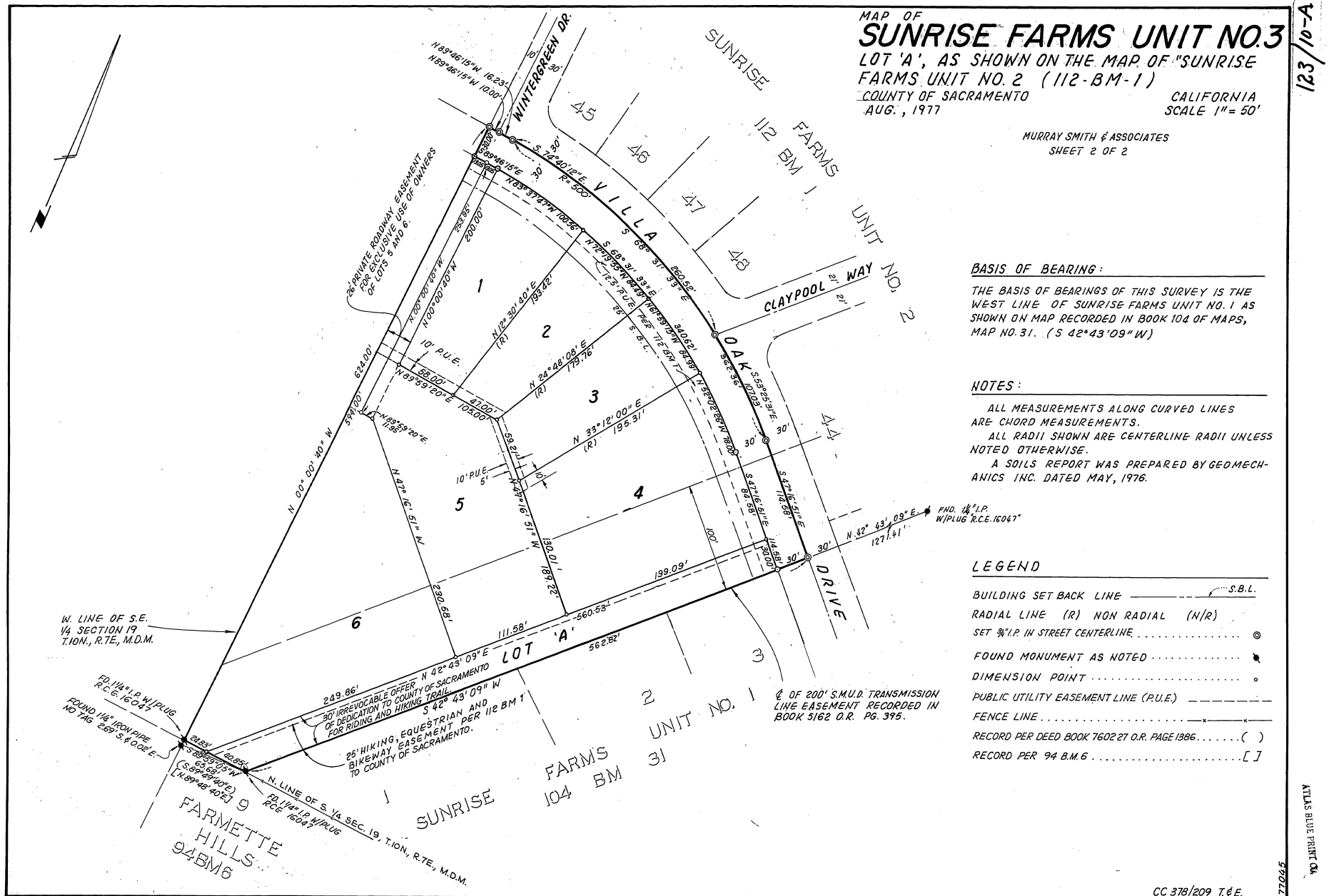
RECORDER'S CERTIFICATE:

ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY IN BOOK 123 OF MAPS, MAP NO. 10, THIS 3rd DAY OF August, 1978, AT 3 HOURS 00 MINUTES 00 A.M., TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. 3777 ON FILE IN THIS OFFICE.

Leonard J. Hooper
RECORDER OF SACRAMENTO COUNTY

BY: Therese D. King
DEPUTY

Page 6 of 3



RESOLUTION NO. 2020- ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, AUTHORIZING THE CITY ENGINEER TO ACCEPT THE
IRREVOCABLE OFFER OF DEDICATION ON APN 224-0440-047 AND FINDING THE
DEDICATION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY
ACT**

WHEREAS, on August 3, 1978, Irrevocable Offer of Dedication BK 123 PG 10 (IOD) was granted to the County of Sacramento (County) for “Any Public Purpose”;

WHEREAS, the city has applied for and was awarded a grant to construct the “Electric Greenway Trail Project”;

WHEREAS, The Electric Greenway Trail Project will construct a multi-use trail on parcel APN 224-0440-047;

WHEREAS, the City of Citrus Heights now wishes to accept the IOD for the parcel on which the multi-use trail will be constructed;

WHEREAS, City Council adopted a Mitigated Negative Declaration for the Electric Greenway Trail Project on June 27, 2019; and

WHEREAS, acceptance of the IOD does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14 California Code of Regulations § 15061(b)(3).

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

1. Authorizes the City Engineer to accept IOD BK 123 PG 10, as described and shown in Exhibit A attached hereto, and record the accepted grant deed with the Sacramento County Recorder.
2. Finds that acceptance of the IOD is exempt from the California Environmental Quality Act.

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 25th day of June, 2020 by the following vote, to wit:

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

Jeff Slowey, Mayor

ATTEST:

Amy Van, City Clerk

Exhibit

- A. Copy of “Sunrise Farms Unit No. 3” Subdivision Map



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: June 25, 2020

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

FROM: Colleen McDuffee, Community Development Director
Casey Kempenaar, Planning Manager
Alison Bermudez, Associate Planner

SUBJECT: COVID Relief Actions

Summary and Recommendation

Due to the disruption COVID-19 has had on the economy, staff recommends the City Council approve an ordinance that provides the entitlements of unexpired development projects an automatic five year extension and adopt a resolution directing the implementation of a program to encourage the use of outdoor space by temporarily relaxing the regulations pertaining to outdoor dining, signage, and parking for certain business activities.

- Motion 1: Introduce, read by title only, and waive the first full reading of Ordinance No. 2020-____, an ordinance of the City Council of the City of Citrus Heights, California, extending the expiration date for those unexpired development projects by five years.
- Motion 2: Adopt Resolution No. 2020____ authorizing the creation of a temporary outdoor program to allow the use of outdoor space by temporarily relaxing the regulations pertaining to outdoor dining, signage and parking through December 31, 2020.

Fiscal Impact

There will be no direct impact to the General Fund. Extending the time for development entitlements and the relaxation of standards will aid in the recovery from the pandemic through employment and economic growth.

Background and Analysis

To diminish the spread of COVID-19, Governor Newsom issued a stay-at-home order for residents, putting a halt on many businesses and activities. As the nation begins to recover from the pandemic and move through a recovery process, it's important to become adaptive to support and stimulate economic recovery.

In support of the recovery process, staff is requesting the City Council adopt an ordinance extending planning entitlements by five years and approve a resolution to establish a temporary outdoor program allowing an increase in the use of outdoor space for certain business activities.

Ordinance-Development Project Extension

The pandemic has caused delays in development and construction. To assist the development community and reduce the risk of developers losing their entitlements, staff is proposing to automatically extend all non-expired planning entitlements for a five-year period.

In the past, the Legislature has taken action to extend the life of tentative maps during times of uncertainty and economic downturn through amendments to the Subdivision Map Act. However, since the COVID-19 outbreak has impacted the legislative process, statutory relief seems unlikely anytime soon. Therefore, staff's proposed ordinance will extend entitlements including maps, both parcel maps and subdivision maps, Design Review Permits and Use Permits. If legislative action is taken, staff will review the project list and update accordingly.

The proposed ordinance will automatically extend the expiration date for 22 projects. The extension will be granted without any action required by the applicant.

Below is a list of projects which would qualify for the automatic five-year extension:

Project Name	Entitlements	Original Approval Date	New Expiration Date
CA Quick Slice	UP/DRP	02/28/2018*	02/28/2023
Bearpaw Village Townhomes	UP/DRP	04/13/2018*	04/13/2023
Mitchell Farms	TTM/DRP	08/23/2018	08/23/2023
USPI Surgery Center	DRP	12/12/2018	12/12/2023
Sunrise Pointe Apartments	DRP	01/10/2019	01/10/2024
Country Lane Townhomes	UP/DRP	01/23/2019	01/23/2024
Dutch Bros	UP/DRP	11/13/2019	11/13/2024
8116 Holly Drive Parcel Map	TPM	02/27/2019	02/27/2024
Public Storage	UP/DRP	03/13/2019	03/13/2024
Dundee Estates II Subdivision Map	TSM	04/24/2019	04/24/2024
Orchard Apartment Expansion of Garages	DRP	06/19/2019	06/19/2024
8258 Holly Drive Parcel Map	TPM	11/13/2019	11/13/2024
Mitchell Farms	DRP	11/18/2019	11/18/2024
Calvary Cemetery Administration Center	UP/DRP	12/11/2019	12/11/2024
Fair Oaks Senior Apartments	TPM/DRP	12/12/2019	12/12/2024

Subject: Automatic Extension of Planning Entitlements**Date: June 25, 2020****Page 3 of 4**

Auburn Blvd/Whyte Ave Parcel Map	TPM	01/22/2020	01/22/2025
Pebble Beach Office Condo Conversion	TTM/UP	02/26/2020	02/26/2025
Carefield Senior Living	UP/DRP	02/26/2020	02/26/2025
Sunrise Village Shopping Center Revitalization	UP/DRP	02/27/2020	02/27/2025
Lords Grace Church Expansion	UP/DRP	04/08/2020	04/08/2025
Mitchell Farms Patio Homes Design Modification	DRP	04/20/2020	04/20/2025

Entitlement Types: Use Permit (UP), Design Review Permit (DRP), Tentative Parcel Map (TPM) Tentative Subdivision Map (TTM) *Project previously requested and received a one-year extension

Resolution - Temporary Outdoor Program

Sacramento County has received the Governor's approval to move into the second phase of "Stage 2" of the reopening guidelines. This stage allows for restaurants to host dine-in customers and certain retail establishments to allow for in-store shopping, with restrictions. To meet the requirements of this stage, many of these businesses will need to modify business practices including increasing or adding outdoor dining areas, establishment of curb-side pick-up areas, and an increase in temporary signage.

To assist businesses through this phase, staff is proposing to create a Temporary Outdoor Program (TOP) that will relax the regulations in regard to use of outdoor spaces. To allow for timely implementation, businesses will not need a permit to participate in TOP. The intent is that the TOP guide (Attachment 3) will provide detailed information allowing businesses to self-certify, meaning as long as they follow the guide, they are able to participate. The program will be run through December 31, 2020, unless extended or prematurely terminated. The highlights of the program are listed below:

- Outdoor dining will be encouraged through the use of outdoor spaces such as parking spaces and sidewalks (not sidewalks within the rights-of-way). Subject to the rules of Alcoholic Beverage Control, allow outdoor consumption of alcohol at restaurants where indoor consumption of alcohol was already allowed.
- Parking may be reduced to allow for increased outdoor dining space, creation of pick-up areas or similar activities needed to comply with the recovery phase.
- Signage may be added on a temporary basis to help communicate the business is open, curbside pick-up areas and other similar messages which will aid in the recovery process. Temporary signage will be required to not impede accessible pedestrian access along the sidewalk or into the business.

Staff is finalizing the TOP guide and a draft copy is provided as Attachment 3. Upon finalization of the guide, it will be provided to the business community through social media channels, e-newsletters and other messaging platforms.

Subject: Automatic Extension of Planning Entitlements

Date: June 25, 2020

Page 4 of 4

Attachments:

- 1 Ordinance No. 2020-____, an ordinance of the City Council of the City of Citrus Heights, California, extending the expiration date for those unexpired development projects as of March 19, 2020, by five years.
- 2 Resolution No. 2020_____ authorizing the creation of a temporary outdoor program to allow the use of outdoor space by temporarily relaxing the regulations pertaining to outdoor dining, signage and parking through December 31, 2020.
- 3 Draft Temporary Outdoor Program Guide

ORDINANCE NO. 2020-_____**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, EXTENDING THE EXPIRATION DATE FOR CERTAIN UNEXPIRED DEVELOPMENT PROJECTS BY FIVE YEARS**

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

WHEREAS, on March 19, 2020, and extended on May 14, 2020, the Citrus Heights City Council issued Proclamation No. 2020-001 declaring the existence of a local emergency in the City of Citrus Heights in response to the novel Coronavirus (COVID-19);

WHEREAS, due to the public health emergency and the unknown impacts to the local, national and international economy, the ability of applicants to implement the projects for which Citrus Heights land use authorizations have been granted, may be difficult;

WHEREAS, the public health emergency is expected to cause delay in the start of construction projects to the point that some applicants may not be able to start construction and vest their Citrus Heights land use authorizations prior to the stated expiration dates of those authorizations;

WHEREAS, pursuant to the Citrus Heights Zoning Code, if the land use authorization expires, applicants who desire to proceed with implementation of their project would be required to submit new applications, re-pay application fees and receive new approvals for the land use authorizations required for their projects;

WHEREAS, the requirement to apply for and receive new land use authorizations would result in costly delays that could lead applicants to shelve or abandon their projects and thereby cause a disruption of the local economy and an adverse impact on the City;

WHEREAS, the City Council finds there is an immediate need to avoid adverse impacts to the public peace, health and safety that could result from a disruption to the local economy;

WHEREAS, the City Council does not want to see approved entitlements expire;

WHEREAS, the Council desires to extend the duration that Planning entitlements may remain valid;

WHEREAS, the Council is granting an automatic five-year extension of unexpired entitlements;

WHEREAS, the extension shall be granted automatically, without request from the entitlement holder;

WHEREAS, the entitlement holder shall then forfeit any extensions provided by Section 106.64.070.B of the Citrus Heights Zoning Code and

THE CITY CITRUS HEIGHTS DOES HEREBY ORDAIN AS FOLLOWS:

Section 1

Unexpired Planning entitlements are hereby granted an automatic five year extension from the project's original approval date. Permittees need not take any steps or contact the City to take advantage of this extended expiration period.

This automatic extension shall apply to Use Permits, Design Review Permits and tentative maps. If the project has more than one approved entitlement, the expiration date shall be extended for all approved entitlements associated with the project.

Permittees shall forfeit any extensions provided by Section 106.64.080.B of the Citrus Heights Zoning Code.

Section 2: Severability

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

Section 3: Effective Date and Publication

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

PASSED AND ADOPTED by the City Council of the City of Citrus Heights this ____ day of ____, 2020, by the following vote:

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

Jeff Slowey, Mayor

ATTEST:

Amy Van, City Clerk

RESOLUTION NO. 2020-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE CREATION OF A TEMPORARY OUTDOOR PROGRAM TO ALLOW THE USE OF OUTDOOR SPACE BY TEMPORARILY RELAXING THE REGULATIONS FOR OUTDOOR DINING, SIGNAGE AND PARKING THROUGH DECEMBER 31, 2020

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

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the coronavirus outbreak a “public health emergency of international concern” and on March 11, 2020, the WHO has elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation’s healthcare community in responding to COVID-19. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California. On March 19, 2020, the County of Sacramento declared a local emergency and a local health emergency. On March 19, 2020, the City of Citrus Heights declared a local emergency and on May 14, 2020, reaffirmed the existence of the emergency;

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

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

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

WHEREAS, as of June 8, 2020, there were 133,489 confirmed cases of COVID-19 in the State of California;

WHEREAS, as of June 8, 2020, there have been 1,591 reported current COVID-19 cases in Sacramento County;

WHEREAS, as of June 8, 2020, 61 persons in Sacramento County have died from COVID-19,

WHEREAS, the Governor has declared that California is now in “Stage 2” of reopening the economy, where retail (curbside and delivery only) and essential businesses can open with modifications,

WHEREAS, Sacramento County has received the Governor’s approval to move into the

second phase of “Stage 2” which allows for city restaurants to permit dine-in customers and for certain retail establishments to allow for in-store shopping, with restrictions;

WHEREAS, many local restaurants have been hard hit by the economic downturn;

WHEREAS, tables which are outside and set at a distance from other tables are safer than tables which are indoors and closely packed;

WHEREAS, during the pandemic there is a reduced need for on-site parking, and such parking spaces can safely be used to help accommodate outdoor seating;

WHEREAS, businesses need additional signage in order to communicate operations for dine-in and in-store customers and procedures for curbside pick-up; and

WHEREAS, it is prudent for the city to establish regulations, so that restaurants and retail establishments can operate in a reasonable and safe manner.

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

- A. A Temporary Outdoor Program shall be established to assist local restaurants and retailers to operate within the second stage of the state’s “Phase 2” operation. The program shall be operative through 11:59 p.m. on December 31, 2020 unless extended or terminated by City Council and shall generally conform to the following:
- Outdoor dining will be encouraged through the use of outdoor spaces such as parking spaces and sidewalks (not sidewalks within the rights-of-way). Subject to the rules of Alcoholic Beverage Control, allow outdoor consumption of alcohol at restaurants where indoor consumption of alcohol was already allowed.
 - Parking may be reduced to allow for increased outdoor dining space, creation of pick up areas or similar activities needed to comply with the recovery phase.
 - Signage may be added on a temporary basis to help communicate the business is open, curbside pick-up areas and other similar messages which will aid in the recovery process. Temporary signage will be required to not impede accessible pedestrian access along the sidewalk or into the business.

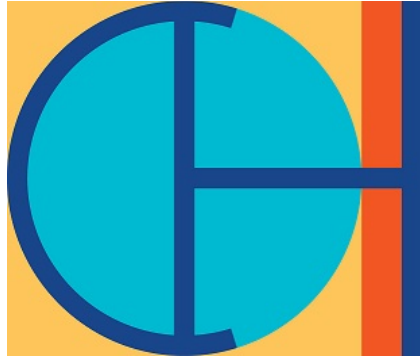
PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 25th day of June, 2020 by the following vote, to wit:

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

Jeff Slowey, Mayor

ATTEST:

Amy Van, City Clerk



CITY OF CITRUS HEIGHTS

TEMPORARY OUTDOOR PROGRAM GUIDELINES AND PROCEDURES

DRAFT VERSION: 6/16/2020

Preface

On March 4, 2020 Governor Newsom issued a State of Emergency as a result of the threat of COVID-19, and on March 12, 2020, through Executive Order N-25-20, he directed all residents to heed any orders and guidance of state and local public health officials. Subsequently, on March 19, 2020, Governor Newsom issued Executive Order N-33-20 directing all residents to heed the State Public Health Officer's Stay-at-Home order which requires all residents to stay at home except for work in critical infrastructure sectors or otherwise to facilitate authorized necessary activities.

On April 14th, the State presented the Pandemic Roadmap, a four-stage plan for modifying the Stay-at-Home order. Stage 2 of the roadmap allows the opening dine-in restaurants and retail establishments with certain restrictions. On May 23, 2020, under the direction of Sacramento County Public Health Office, Citrus Heights restaurants are now able to provide in-dining service for restaurants who can meet the mandated six feet of separation between table setups. The recovery roadmap also encouraged the use of outdoor dining space.

To support these efforts and the safe return of dining out, the city of Citrus Heights has established criteria to allow restaurants and retailers to utilize their outdoor space.

Program Overview

This outdoor dining program has been established to ensure restaurants and retailers have the greatest ability to operate successfully through the recovery process.

Restaurants with access to private sidewalks or private parking may utilize these areas for dining activities in accordance with guidelines published by California Department of Public Health: <https://covid19.ca.gov/pdf/guidance-dine-in-restaurants.pdf> (Dine-in Restaurants)

With property owner consent, up to 50% of private parking spaces counted for required parking may be converted to outdoor dining space, when the lot is immediately adjacent to the parent property. The proposed converted use must comply with public safety standards for emergency rescue, building access, and physical distancing requirements. Additionally, no parking for disabled persons may be repurposed for restaurant use unless the site has an overabundance of disabled parking and receives approval from the city's Building Official.

Landscaping and required buffer areas for the off-site parking spaces, shall not be used as expanded converted use for restaurants operations. There shall be no parking or outside seating in these areas.

To participate in the program, the business must have a valid Citrus Heights General Business License.

For questions regarding this program, please contact the Planning Division at (916) 727-4740 or by email planning@citrusheights.net.

Property Owner Approval

Businesses shall obtain property owner approval prior to implementing this program.

General Requirements

While no permit from the City of Citrus Heights is required to utilize these temporary guidelines, the use of the outdoor space shall meet the requirements listed below.

Outdoor activities shall:

1. Maintain the minimum accessibility requirements of the Americans with Disability Act (ADA).
2. Provide adequate pedestrian flow with a clearly marked, unobstructed, and durable pedestrian right-of-way, also known as a “pedestrian path” that meets required accessibility standards, of no less than six (6) feet.
 - The minimum distance of the pedestrian path shall be measured from the boundary of the dining area to the nearest obstruction i.e., tables, chairs, bus stop shelters, newsstands, existing planters, or similar.
 - No tables, chairs, umbrellas or other fixtures shall be permitted within six (6) feet of a pedestrian crosswalk.
3. Maintain unobstructed access to fire lanes, fire hydrants, fire hose connections for sprinkler systems, and entrances and exits of all building.
 - There shall be a minimum of forty (40) inches in distance separating the edge of a table or chair to a fire department connection.

Operation and appearance

1. Outdoor area shall be aesthetically compatible with surrounding area.
2. Appropriate lighting of the sidewalk dining space is required if operating outside of daytime hours.
3. Use of removable barriers (planters, fencing, etc.) to define the dining space is permissible but should not be permanently affixed in such a manner that the site could not be restored to its original condition. At no time shall any barriers be within the public rights-of-way.
4. No heating, cooking or open flames are permitted in the sidewalk dining area. However, space heaters are permitted provided that they are an outdoor approved type, are located in accordance with the manufacturer's recommendations, and are located at least two (2) feet from the edge of any umbrella canvas, any foliage, or any other flammable object or material.
5. No food preparation, plastic food displays, food storage, or refrigeration apparatus shall be allowed on the public right-of-way.
6. Umbrellas shall be no less than six (6) feet, eight (8) inches (eighty (80) inches) above the ground.

Use of Tents, Shade Structures or Umbrellas

1. The following requirements shall apply to use of tents, umbrellas or shade structures:
 - Size limited to no larger than 400 square feet.
 - A property may have more than one tent but each tent must be separated by a minimum distance of 12 feet.
 - No part of structure shall encroach into the public rights-of-way or designated path of travel.
 - All legs must be weighted to a minimum of 40lbs and meet the following:
 - Weights must be securely attached to canopy roof and canopy leg separately.
 - Ropes and straps should be high quality.
 - Bungee or rubber straps are prohibited.
 - Weights must be on the ground and not dangling.
 - Weights and lines must not pose a hazard and be clearly visible.
 - Items that make acceptable weights:
 - 5-gallon bucket full of water, sand, or concrete
 - 4" PVC pipe at least 36" long filled with concrete
 - Large commercially available tent weights
 - Sandbags or salt bags 40lbs or heavier

Operation Hours

Restaurants utilizing temporary outdoor dining shall comply with the following closing times:

- Friday through Saturday – close by 11:00 PM
- Sunday through Thursday – close by 10:00 PM

Alcoholic Beverages

Restaurants and food establishments licensed by the State of California will be permitted to sell and allow on-premise consumption of alcoholic beverages within expanded dining areas on private property, on immediately adjacent sidewalks, within parklets and dining areas that have been closed to traffic by the City of Citrus Heights. Establishments that serve alcoholic beverages in the outdoor dining area shall provide a physical barrier that meets the requirements of the Alcoholic Beverage Control Board. The applicant is responsible for managing these barriers and removing them when necessary.

Other Agency Approval

Prior to implementing this program at your business location, please contact the following agencies for information regarding any necessary permits:

Sacramento Metropolitan Fire District: (916) 859-4330

Sacramento Area Sewer District: (916) 876-6100 permitservcies@sacsewer.com

Program Period

Unless extended by the City of Citrus Heights, this program will terminate on December 31, 2020. Businesses desiring to continue with outdoor dining beyond December 31, 2020, will be required to obtain the required permits from the city of Citrus Heights and servicing agencies.

At the conclusion of the program, the outdoor space shall be restored to its original condition.