



AGENDA

AUGUST 28, 2024

CITY OF CITRUS HEIGHTS CITY COUNCIL

5:30 PM Reception for Outgoing Mayor Bret Daniels

6:00 PM REGULAR MEETING

City Hall Council Chambers

6360 Fountain Square Drive, Citrus Heights, CA

HOW TO PARTICIPATE:

The City of Citrus Heights welcomes your interest and involvement in the City's legislative process. The Council may take up any agenda item at any time, regardless of the order listed. If you wish to address the Council during the meeting, please fill out a Speaker Identification Sheet and give it to the City Clerk. When you are called upon to speak, step forward to the podium and state your name for the record. Normally speakers are limited to five minutes each with 30 minutes being allowed for all comments. Any public comments beyond the initial 30 minutes may be heard at the conclusion of the agenda. The Mayor has the discretion to lengthen or shorten the allotted times. Alternatively, you may submit your comment by 4:00 p.m. on the meeting day by completion of an online Speaker Card at <https://www.citrusheights.net/FormCenter/City-Council-Meetings-Speaker-Card-30>. Written public comments shall be limited to 250 words or less. Each comment will be read aloud by the City Clerk.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection during normal business hours at City Hall, located at 6360 Fountain Square Drive. Audio / Visual presentation material must be provided to the City Clerk's Office at least 48 hours prior to the meeting. Email subscriptions of the agenda are available online by signing up with the City's [Notify Me](#) service.

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Documents:

[08-28-24 REGULAR COUNCIL AGENDA PACKET.PDF](#)

CALL REGULAR MEETING TO ORDER

1. Flag Salute
2. Roll Call: Council Members: Lopez- Taff, Middleton, Schaefer, Karpinski- Costa, Daniels
3. Video Statement

APPROVAL OF AGENDA

PRESENTATIONS

4. Proclamation Of The City Of Citrus Heights Recognizing Mayor Bret Daniels For His Service To The City Of Citrus Heights
5. Presentation By Council Member Schaefer – Sacramento Area Council Of Governments Denver Meeting

PUBLIC COMMENT

Members of the public are entitled to address the City Council concerning any item within the City Council's subject matter jurisdiction. Pursuant to the Brown Act, the City Council is prohibited from discussing or acting on any item raised during "Public Comment" not appearing on the posted agenda.

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

CONSENT CALENDAR

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

6. SUBJECT: Approval Of Minutes
RECOMMENDATION: Approve the Minutes of the Meeting of August 14, 2024

7. SUBJECT: Approval Of Amendment No. 03 To The Wyatt Ranch Subdivision Improvement Agreement And Amendment No. 02 To The Mitchell Farms Subdivision Improvement Agreement
STAFF REPORT: R. Cave / L. Blomquist

RECOMMENDATION: Staff recommends the following:

- a. Adopt Resolution No. 2024- ____, A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute Amendment No. 03 for the Subdivision Improvement Agreement for the Wyatt Ranch Subdivision

b. Adopt Resolution No. 2024-____, A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute Amendment No. 02 for the Subdivision Improvement Agreement for the Mitchell Farms Subdivision

8. SUBJECT: Resolution Supporting California Proposition 36 "Increase Drug And Theft Penalties And Reduce Homelessness"

STAFF REPORT: A. Van

RECOMMENDATION: Adopt Resolution No. 2024-____, A Resolution of the City Council of the City of Citrus Heights, California Supporting California Proposition 36 "Increase Drug and Theft Penalties and Reduce Homelessness"

REGULAR CALENDAR

9. SUBJECT: Resolution Approving A Grant Recipient Agreement With Hope Cooperative To Provide Permanent Supportive Housing For Seniors At The Auburn Oaks Project

STAFF REPORT: C. Kempenaar / N. Piva

RECOMMENDATION: Adopt Resolution No. 2024-____, A Resolution of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Grant Recipient Agreement between the City of Citrus Heights and TLCS, Inc dba Hope Cooperative for the Auburn Oaks Project

10. SUBJECT: Economic Development Support Fund Allocation For Annual Agreement With The Greater Sacramento Economic Council

STAFF REPORT: M. Huber

RECOMMENDATION: Adopt Resolution No. 2024-____, A Resolution of the City Council of the City of Citrus Heights Approving an Agreement between the Greater Sacramento Economic Council and the City of Citrus Heights in an Amount Not to Exceed \$34,335 for FY 2024 - 2025

11. SUBJECT: Ordinance Of The City Council Of The City Of Citrus Heights Amending Citrus Heights Code Chapter 50 – Nuisances, Article III. – Camping, Sections 50-500 To 50-508

STAFF REPORT: K. Frey / W. Herman / R. Jones

RECOMMENDATION: Move to introduce the first reading, read by title only and waive the full reading of Ordinance No. 2024-____, An Ordinance of the City Council of the City of Citrus Heights Amending Chapter 50, Article III of the Citrus Heights Municipal Code Relating to Camping

DEPARTMENT REPORTS

12. SUBJECT: Neighborhood Cleanup Program Update

DEPARTMENT: General Services

CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS / FUTURE AGENDA ITEMS

ADJOURNMENT

**CITY OF CITRUS HEIGHTS
CITY COUNCIL
Regular Meeting of Wednesday, August 28, 2024
City Hall Council Chambers, 6360 Fountain Square Dr., Citrus Heights, CA
Regular Meeting 6:00 p.m.**

HOW TO PARTICIPATE:

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August 23, 2024



Amy Van, City Clerk

5:30 PM – 6:00 PM
Reception for Outgoing Mayor Bret Daniels

REGULAR CITY COUNCIL MEETING
6:00 PM

CALL REGULAR MEETING TO ORDER

1. Flag Salute
2. Roll Call: Council Members: Lopez-Taff, Middleton, Schaefer, Karpinski-Costa, Daniels
3. Video Statement

APPROVAL OF AGENDA

PRESENTATIONS

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STAFF REPORT: A. Van
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REGULAR CALENDAR

9. **SUBJECT:** Resolution Approving a Grant Recipient Agreement with Hope Cooperative to Provide Permanent Supportive Housing for Seniors at the Auburn Oaks Project
STAFF REPORT: C. Kempenaar / N. Piva
RECOMMENDATION: Adopt Resolution No. 2024-____, A Resolution of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Grant Recipient Agreement between the City of Citrus Heights and TLCS, Inc dba Hope Cooperative for the Auburn Oaks Project
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STAFF REPORT: M. Huber
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DEPARTMENT REPORTS

12. **SUBJECT:** Neighborhood Cleanup Program Update
DEPARTMENT: General Services

CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS / FUTURE AGENDA ITEMS

ADJOURNMENT

**CITY OF CITRUS HEIGHTS
CITY COUNCIL
MINUTES**

**Regular Meeting of Wednesday, August 14, 2024
City Hall Council Chambers, 6360 Fountain Square Dr., Citrus Heights, CA
Teleconference Location – The Citizen Hotel, 926 J Street, Sacramento, CA 95814**

CALL SPECIAL MEETING TO ORDER

The special meeting was called to order at 6:01 p.m. by Mayor Daniels.

1. The Flag Salute was led by Lieutenant Colonel Charles Stone.
2. Roll Call: Council Members present: Lopez-Taff, Middleton (remote), Schaefer, Karpinski-Costa, Daniels
 Council Members absent: None
 Staff Members present: Campbell, Feeney, Frey, Jones, Kempenaar, Lui, Piva, Talwar, Van and department directors.
3. The video statement was read by City Clerk Van.

APPROVAL OF AGENDA

ACTION: On a motion by Vice Mayor Karpinski-Costa, seconded by Council Member Schaefer, the City Council approved the agenda.

| | |
|---------|--|
| AYES: | Lopez-Taff, Schaefer, Karpinski-Costa, Daniels |
| NOES: | None |
| ABSENT: | Middleton |

PUBLIC COMMENT

Darrell Mott stated he has been financially impacted by code enforcement issues in his neighborhood and urged the City to review the current Municipal Code for additions or improvements to address code enforcement.

David Shelton expressed safety concerns regarding illegal fireworks in his neighborhood and the need for increased enforcement.

Charles Stone, new Commander of American Legion Post #637, announced the Battle of the Bands & BBQs event in partnership with the Citrus Heights Community Marching Band and Citrus Heights Homeless Assistance Resource Team (HART). He invited the City Council to attend the event on September 14 at Rusch Park Historic House.

Angelia Lee, Director of Social Services and Event Coordinator for Coach Care Communitive, introduced their nonprofit services for youth and adults by providing tutoring, trainings and job placement assistance. She stated they have a center at 7971 Auburn Blvd and are requesting the City's support as they work to open their center.

Melissa Hayden spoke on increasing Trap Neuter and Release (TNR) appointments. She asked “how can we get a better TNR program in the city?” She requested the City utilize grant writers and grant programs that are accessible to the City for animal funding.

Andrew Wells spoke on concerns of feral cat colonies and the need for additional TNR resources.

Monet Noe expressed her frustration with the limited options for handling feral cats.

Karen Bearman spoke on Animal Control and TNR. She said the cat feeders are paying for the food themselves and they need help. She said the Animal Control officers were doing their job perfectly during the week of Fourth of July, but felt the City neglected to inform the public about the temporary shelter set up in the police station for pet reunification. She said we need to utilize grant writers for animal services funding.

Sharon Chandler, Executive Director of Yes2Kollege Educational Resources Inc., introduced her colleagues Communications Director Deanna Vestal and Master Gardener Yemanya Napue. She introduced the organization which works with minority, particularly African American, families who want their children to go to college. Their programs include a Saturday Scholars Academy, African American Women’s Health Legacy, Minority Health Professions mentor program, and mini garden program for seniors. Deanna Vestal stated it would be amazing to bring a successful program to Citrus Heights and they are working towards doing that now. Yemanya Napue stated she is a Citrus Heights resident and was a representative for the Network for A Healthy California.

Anna Romeo, volunteer cat fosterer with Placer SPCA, said she was disappointed to learn that there are not free nor accessible spay and neuter options in Citrus Heights, nor in Sacramento County. She said cat overpopulation is a huge problem that is affecting everybody and the only way to deal with it is to give free, accessible spay and neuter services.

Savannah Daniels gave a reminder that school is starting tomorrow, drive safe, watch out for the kids, and have a good year.

City Clerk Van read the following written public comment submitted by Jeanne Lewis, “14 years ago we had a petition to remove the no u turn sign because it is the only way for sunrise vista mobile home park at 6525 sunrise blvd. for us to enter our park. Now I see in the last couple of days they put it back up. If they didn't fix the street right so we can make U turns, then they need to fix it right. Not just put up a no u turn sign”

City Clerk Van read the following written public comment submitted by Laura Carder, “Hello, My name is Laura Carder and a resident of Citrus Heights. I’m concerned about homeless having a safe place to sleep and maintain their personal belongings. Please practice compassion and maintain their dignity and provide for their human needs.”

City Clerk Van read the following written public comment submitted by Ivan Demyanenko, “I hope this message finds you well. I am writing to request that the issue of homelessness be added to the agenda of the next City Council meeting for discussion. Homelessness is a growing concern in our community, and I believe it is important for us to address it promptly. By including this topic in the upcoming meeting, we can explore potential solutions and collaborate on ways to support those affected by homelessness in Citrus Heights.”

Dale Patton spoke of concerns with a home on Hoopes Drive regarding the traffic and tenants coming and going. He said there has been an overdose and a narcotics arrest in the last 60 days. He said it is impacting neighbors' personal safety and financial ability in their homes. He asked "what besides the IMPACT Team can be done to help us with the trafficking that is going on with this house?"

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

Council Member Middleton stated she is currently attending a League of California Cities conference in Downtown Sacramento.

Council Member Lopez-Taff attended a Sacramento Public Library board meeting. She attended a Sunrise Recreation and Park District board meeting. She participated in National Night Out.

Council Member Schaefer participated in National Night Out. He attended the City Scoop event at Lichen Elementary School. He announced the next Sacramento Area Council of Governments (SACOG) meeting is tomorrow.

Vice Mayor Karpinski-Costa provided an update from the Sacramento-Yolo Mosquito & Vector Control District board meeting. She attended an event at Stones Gambling Hall. She attended a vice mayors luncheon. She participated in National Night Out. She went to a Sacramento Transportation Authority meeting. She attended a Sacramento Area Sewer District meeting and announced a potential award for the EchoWater Project in October. She participated in City Hall Selfie Day. She shared information on tree mitigation plans as part of the Auburn Boulevard Complete Streets Project. She announced the 33rd Annual Polish Festival will be held Saturday, September 7 at the Polish American Community Hall in Roseville from 12:00-5:00 p.m.

Mayor Daniels gave a reminder of Mondays with the Mayor. He participated in National Night Out. He attended the Mayors Innovation Project conference.

CONSENT CALENDAR

4. **SUBJECT:** Approval of Minutes
RECOMMENDATION: Approve the Minutes of the Special and Regular Meetings of July 10, 2024
5. **SUBJECT:** Auburn Boulevard Phase 2 Temporary Sign Enforcement Resolution
STAFF REPORT: C. Kempenaar / A. Turcotte / R. Cave
RECOMMENDATION: Adopt Resolution No. 2024-079 a Resolution of the City Council of the City of Citrus Heights, California, Temporarily Ceasing Enforcement of Temporary Sign Regulations During the Construction of the Auburn Boulevard Complete Streets Project- Phase 2
6. **SUBJECT:** Quarterly Treasurer's Report
STAFF REPORT: S. Talwar / A. Preciado
RECOMMENDATION: Staff recommend the following:
 - a. Receive and file the Quarterly Treasurer's Report for the quarter ending June 30, 2024

- b. Adopt Resolution No. 2024-080 a Resolution of the City Council of the City of Citrus Heights, California, Allocating American Rescue Plan Act (ARPA) Funds for General Government Services and Critical Projects

7. Pulled for discussion.

ACTION: On a motion by Vice Mayor Karpinski-Costa, seconded by Council Member Schaefer, the City Council adopted Consent Calendar Items 4, 5, and 6.

AYES: Lopez-Taff, Middleton, Schaefer, Karpinski-Costa, Daniels
NOES: None
ABSENT: None

CONSENT CALENDAR ITEMS PULLED FOR DISCUSSION

7. **SUBJECT:** Authorize City Manager to Execute a Purchase Agreement for the Acquisition of a Portion of 6498 Sylvan Rd., APN 243-0031-023-0000
STAFF REPORT: A. Feeney
RECOMMENDATION: Adopt Resolution No. 2024-081 a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Purchase Agreement and Joint Escrow Instructions with Bayside Covenant Church of Citrus Heights for the Acquisition of a Portion of APN 243-0031-023-0000

Vice Mayor Karpinski-Costa pulled Item 7 for a separate vote.

ACTION: On a motion by Mayor Daniels, seconded by Council Member Lopez-Taff, the City Council adopted Consent Calendar Item 7.

AYES: Lopez-Taff, Middleton, Schaefer, Daniels
NOES: Karpinski-Costa
ABSENT: None

PUBLIC HEARINGS

8. **SUBJECT:** 5425 Sunrise Boulevard – Request for Letter of Public Convenience and Necessity (PLN-24-11)
STAFF REPORT: C. Kempenaar / S. Lui
RECOMMENDATION: Move to approve the Letter of Public Convenience and Necessity to allow the issuance of a Type 21 and Type 86 alcohol license for the sale of beer/wine/spirits and instructional tastings at the proposed grocery store located at 5425 Sunrise Boulevard

Community Development Director Kempenaar introduced the item.

Assistant Planner Lui provided an overview of the California Department of Alcoholic Beverage Control (ABC) requirements for the issuance of a license when a census tract is overconcentrated with establishments that sell alcohol. The Letter of Public Convenience & Necessity (PCN) under review is for the new grocery store within Sunrise Village Shopping Center which is in an overconcentrated area. The PCN request is for a Type 21 and Type 86 Alcohol License. As part of the application review, the Police

Department had no objections to the issuance of the license and the applicant received a Letter of Support from the Sunrise MarketPlace. She presented maps of the proposed location.

Mayor Daniels opened the public hearing, and hearing no speakers he closed the public hearing.

ACTION: On a motion by Council Member Schaefer, seconded by Vice Mayor Karpinski-Costa, the City Council approved the Letter of Public Convenience and Necessity to allow the issuance of a Type 21 and Type 86 alcohol license for the sale of beer/wine/spirits and instructional tastings at the proposed grocery store located at 5425 Sunrise Boulevard.

AYES: Lopez-Taff, Middleton, Schaefer, Karpinski-Costa, Daniels
NOES: None
ABSENT: None

REGULAR CALENDAR

9. **SUBJECT:** Resolution Authorizing the City Manager to Execute a Grant Recipient Agreement between the City of Citrus Heights and TLCS, Inc dba Hope Cooperative for the Auburn Oaks Project
STAFF REPORT: C. Kempenaar / N. Piva
RECOMMENDATION: Adopt Resolution No. 2024-___ a Resolution of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Grant Recipient Agreement between the City of Citrus Heights and TLCS, Inc dba Hope Cooperative for the Auburn Oaks Project

Housing & Human Services Program Coordinator Piva introduced the item as a funding request from Hope Cooperative to help fill a funding gap for the Auburn Oaks senior residential facility. She announced that Hope Cooperative was selected to receive a Community Care Expansion grant from the California Department of Social Services (CDSS) of approximately \$25,000,000 to purchase, rehabilitate and operate Auburn Oaks as Permanent Supportive Housing for seniors 55 and over. There will be 88 rehabilitated units for seniors that have special needs, are homeless or are at-risk of homelessness and must qualify with income eligibility limits. Residents will be referred from partner agencies. The property will be staffed 24 hours a day, 7 days a week. The recommendation is to support the project's property acquisition using \$500,000 in Permanent Local Housing Allocation Program (PLHA) funds. PLHA provides permanent, on-going funding to local governments in California for housing-related projects and programs that assist in addressing the unmet housing needs of local communities. The total project cost is estimated to be \$30,126,946.

City Council questions followed.

Community Development Director Kempenaar, Hope Cooperative Chief Executive Officer April Ludwig, and City Manager Feeney responded to questions.

Mayor Daniels stated he would like to continue the item to the next council meeting to allow for staff to address the questions and concerns raised by Council Members this evening.

The City Council continued the item to their next meeting.

10. **SUBJECT:** County of Sacramento – Animal Shelter Services Agreement
STAFF REPORT: A. Turcotte / K. Frey / T. Campbell
RECOMMENDATION: Adopt Resolution No. 2024-082 a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with the County of Sacramento for Animal Shelter Services

Police Commander Frey provided background on the item. He stated Placer County Animal Services (PCAS) notified the City that they would no longer be able to provide sheltering services to Citrus Heights beyond December 2024 due to significant cost increases and infrastructure and capacity challenges. Staff researched all other regional sheltering services and with the exception of Bradshaw Animal Shelter (BAS), all other shelters were unable to accommodate the City's needs due to capacity limitations.

Police Services Manager Campbell gave an overview of service enhancements resulting from a partnership with BAS. Citrus Heights residents would have access to a local Sacramento County animal shelter, access to 24/7 customer care call center, dispatch services for dedicated Citrus Heights Animal Services Officers, software to facilitate pet reunification, full-service animal licensing for City residents, on-site hospital, low-cost spay and neuter clinic, PAWS Mobile Clinic services for pets owned by unhoused individuals, Community Cat Program, fundraiser events, drive-thru microchip clinics, low-cost and free vaccination clinic, and future 2025 Mobile Animal Sterilization Clinic (MASH).

Police Commander Frey presented the recommendation to the City Council.

City Council questions and comments followed.

Police Services Manager Campbell, Bradshaw Animal Shelter Director Annette Bedsworth, and Police Commander Frey responded to questions.

ACTION: On a motion by Vice Mayor Karpinski-Costa, seconded by Council Member Schaefer, the City Council adopted Resolution No. 2024-082 a Resolution of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with the County of Sacramento for Animal Shelter Services.

AYES: Lopez-Taff, Middleton, Schaefer, Karpinski-Costa, Daniels
NOES: None
ABSENT: None

11. **SUBJECT:** Sunrise Boulevard Resurfacing Project – Award of Construction Contract
STAFF REPORT: R. Cave / L. Blomquist
RECOMMENDATION: Adopt Resolution No. 2024-083 a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with VSS International, Inc. for the Sunrise Boulevard Resurfacing Project and Finding the Project is Exempt from the California Environmental Quality Act (CEQA) Under Section 15301

General Services Director Cave provided an overview of the project location on Sunrise Boulevard between Greenback Lane and Madison Avenue as well as Macy Plaza from Sunrise Boulevard to Birdcage Street. Planned improvements include mill and fill, full width road resurfacing, refresh crosswalks with colored brick pattern, and restripe lane lines, crosswalks and pavement legends. The project schedule includes primarily night work from 8 p.m. – 5 p.m. with multi-lane closures and flexible

closures dependent on weather conditions. The City will maintain communication with the Sunrise MarketPlace Property and Business Improvement District (PBID) and adjacent impacted residents to keep them informed.

City Council questions and comments followed.

General Services Director Cave responded to questions.

ACTION: On a motion by Council Member Schaefer, seconded by Council Member Lopez-Taff, the City Council adopted Resolution No. 2024-083 a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with VSS International, Inc. for the Sunrise Boulevard Resurfacing Project and Finding the Project is Exempt from the California Environmental Quality Act (CEQA) Under Section 15301.

| | |
|---------|---|
| AYES: | Lopez-Taff, Middleton, Schaefer, Karpinski-Costa, Daniels |
| NOES: | None |
| ABSENT: | None |

DEPARTMENT REPORTS

Administrative Services Director Talwar announced the Budget in Brief booklet, a mini version of the Budget Book, is complete and copies are available to the public.

CITY MANAGER ITEMS

City Manager Feeney announced the City will receive a \$960,000 grant from the California Department of Housing and Community Development which will be proposed to support the Sayonara Drive Replacement Housing Project. He announced the American Public Works Association recognized the Arcade-Cripple Creek Trail Project as Project of the Year. He noted that he will be speaking at the Citrus Heights Chamber Luncheon on August 20. He highlighted several upcoming events including the Citrus Heights Chamber Elected Officials Reception on August 22, the Veterans Community Center Annual Hawaiian Luau Fundraiser on August 24, Football Game Community Night on August 30, and American Legion Post 637 2024 Battle of the Bands & BBQs on September 14.

ITEMS REQUESTED BY COUNCIL MEMBERS / FUTURE AGENDA ITEMS

Vice Mayor Karpinski-Costa requested a future agenda item to consider a letter of support for Proposition 36, the Increase Drug and Theft Penalties and Reduce Homelessness Initiative proposed for the November 2024 ballot. Council Member Schaefer supported the request.

ADJOURNMENT

Mayor Daniels adjourned the meeting at 8:40 p.m.

Respectfully submitted,

Amy Van, City Clerk



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: August 28, 2024

TO: Mayor and City Council Members
Ashley J. Feeney, City Manager

FROM: Regina Cave, General Services Director
Leslie Blomquist, City Engineer

SUBJECT: **Approval of Amendment No. 3 to the Wyatt Ranch Subdivision Improvement Agreement and Amendment No. 2 to the Mitchell Farms Subdivision Improvement Agreement**

Summary and Recommendation

Over the past several years, the City has executed two Subdivision Improvement Agreements (SIA) with various developers.

Wyatt Ranch Subdivision

On November 14, 2019, City Council approved the Final Subdivision Map and authorized the City Manager to execute an SIA for the Wyatt Ranch Subdivision. The developer then executed and recorded the SIA and Final Map on December 31, 2019. Subsequent to the recordation of the Final Map, the property was sold to a new developer, Citrus Heights 23, LLC, a Utah limited liability company. On January 28, 2020, the City Council approved Amendment No. 1 to the Wyatt Ranch SIA, acknowledging the change of ownership. On October 12, 2023, the City Council approved Amendment No. 2 to the Wyatt Ranch SIA, extending the project completion date to May 31, 2024.

Mitchell Farms Subdivision

On April 23, 2020, City Council approved the Final Subdivision Map and authorized the City Manager to execute an SIA with KB Home, Inc. for the Mitchell Farms Subdivision. The developer then executed and recorded the Final Map on October 8, 2020. On October 12, 2023, the City Council approved Amendment No. 1 to the Mitchell Farms SIA, extending the project completion date to August 31, 2024.

Covid-19 pandemic related delays impacted completion of the required public improvements for both the Mitchell Farms and Wyatt Ranch subdivisions, resulting in the first SIA extensions approved in 2023. Subsequently, funding constraints on the Wyatt Ranch subdivision and emergency drainage repairs within the Mitchell Farms subdivision have further delayed completion of their respective public improvements. Both Wyatt Ranch and Mitchell Farms are now past or nearing the completion dates indicated in the 2023 amendments to their corresponding SIAs. The developers are now seeking amendments to the respective SIAs extending the final completion dates to provide sufficient time to complete all required improvements and satisfy all

Subject: Approval of Amendment No. 3 to the Wyatt Ranch Subdivision Improvement Agreement and Amendment No. 2 to the Mitchell Farms Subdivision Improvement Agreement

Date: August 28, 2024

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conditions of approval. Amendment No. 3 to the Wyatt Ranch SIA will extend the completion date to August 31, 2025, and Amendment No. 2 to the Mitchell Farms SIA will extend the completion date to August 31, 2025.

Staff recommends the City Council approve:

1. Resolution No. 2024-____ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute Amendment No. 3 for the Subdivision Improvement Agreement for Wyatt Ranch Subdivision – Extension of Completion.
2. Resolution No. 2024-____ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute Amendment No. 2 for the Subdivision Improvement Agreement for Mitchell Farms Subdivision – Extension of Completion.

Fiscal Impact

There is no fiscal impact associated with this item.

Background and Analysis

Wyatt Ranch Subdivision

On November 14, 2019, City Council approved the Final Subdivision Map and authorized the City Manager to execute an SIA for the Wyatt Ranch Subdivision. The developer executed the SIA and both the SIA and Final Map were recorded on December 31, 2019. The subdivision map created 23 single-family residential lots on the west side of Sunrise Boulevard at Lawrence Avenue. Subsequent to the recordation of the Final Map, the property was sold to a new developer, Citrus Heights 23, LLC, a Utah limited liability company, and on January 28, 2021, the City Council approved Amendment No. 1 to the Wyatt Ranch SIA acknowledging the change of ownership. Construction on this project began in spring of 2021. However, COVID-19 related impacts and other challenges throughout construction delayed completion of the public improvements culminating in City Council approval of Amendment 2 (October 2023) extending the SIA completion date to May 31, 2024.

Although progress has been made, this project has continued to face numerous challenges, including funding constraints, throughout the past year further delaying completion and again exceeding the completion date established by Amendment 2. It is in the City's best interest to extend the SIA in order to continue progress toward completing the overall project. To date, approximately 85% of the project's required public improvements are complete and 15 lots have been issued certificates of occupancy.

Mitchell Farms Subdivision

On April 23, 2020, City Council approved the Final Subdivision Map and authorized the City Manager to execute an SIA with KB Home, Inc. for the Mitchell Farms subdivision. The developer executed the SIA and both the Final Map and SIA were recorded on October 8, 2020. This subdivision map created 258 single-family residential lots north of Arcadia Drive and between Sunrise Boulevard and Fair Oaks Boulevard. To date, all of the Project's originally required public improvements have been completed and all 255 lots owned by KB Home, Inc. have been issued certificates of occupancy. Work on the required public improvements

Subject: Approval of Amendment No. 3 to the Wyatt Ranch Subdivision Improvement Agreement and Amendment No. 2 to the Mitchell Farms Subdivision Improvement Agreement

Date: August 28, 2024

Page 3 of 3

commenced in early 2021. However, available labor and supply-chain impacts resulting from the COVID-19 pandemic delayed completion of the public improvements culminating in City Council approval of Amendment No. 1 (October 2023) to extend the SIA completion date to August 31, 2024.

Unfortunately, heavy winter rains the past two years have necessitated several substantial emergency drainage repairs. The design and permitting process for these repairs has further delayed completion of the subdivision to the point where the extended completion date of August 31, 2024, as established by SIA Amendment No. 1 (October 2023), cannot be met. At this point, the Developer has received the required permits and work commenced on the emergency drainage repairs on August 12, 2024. The emergency drainage repairs are anticipated to take 3 to 4 weeks to complete. Additionally, engineering staff continue to work with the developer on final punch list items and steps toward overall final acceptance, and it is in the City's best interest to extend the SIA.

The developers of both the Mitchell Farms and Wyatt Ranch developments are now seeking amendments to the respective SIAs extending the final completion dates to provide sufficient time to ensure all conditions of approval have been satisfied and Final Acceptance of the improvements approved by the City Council. Amendment No. 3 to the Wyatt Ranch SIA will extend the completion date to August 31, 2025 and Amendment No. 2 to the Mitchell Farms SIA will extend the completion date to August 31, 2025.

Attachments

1. Resolution No. 2024-___ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute Amendment No. 3 for the Subdivision Improvement Agreement for Wyatt Ranch Subdivision – Extension of Completion.
2. Resolution No. 2024-___ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute Amendment No. 2 for the Subdivision Improvement Agreement for Mitchell Farms Subdivision – Extension of Completion.
3. Amendment No. 3 to the Wyatt Ranch Subdivision Improvement Agreement
4. Amendment No. 2 to the Mitchell Farms Subdivision Improvement Agreement

RESOLUTION NO. 2024-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE
AMENDMENT NO. 3 FOR THE SUBDIVISION IMPROVEMENT AGREEMENT
FOR THE WYATT RANCH SUBDIVISION**

WHEREAS, on November 14, 2019, City Council approved the Final Subdivision Map and authorized the City Manager to execute the Subdivision Improvement Agreement for the Wyatt Ranch Subdivision, a 23-parcel subdivision located on the west side of Sunrise Boulevard on Lawrence Avenue;

WHEREAS, the Subdivision Map and Subdivision Improvement Agreement were recorded with the County of Sacramento on December 31, 2019;

WHEREAS, on November 20, 2020, Wyatt Ranch Subdivision changed ownership from Mark H. Swinger and Dawn E. Swinger to Citrus Heights 23, LLC, a Utah limited liability company;

WHEREAS, on January 28, 2021, the City Council approved Amendment No. 1 to the Wyatt Ranch Subdivision Improvement Agreement to update ownership;

WHEREAS, on October 12, 2023, the City Council approved Amendment No. 2 to the Wyatt Ranch Subdivision Improvement Agreement extending the completion date to May 31, 2024;

WHEREAS, Construction and funding constraints have continued to delay completion of the required improvements of the subdivision; and

WHEREAS, City staff and the Wyatt Ranch developers desire to amend the Subdivision Improvement Agreement to extend the completion date to August 31, 2025 for the required improvements.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights, the City Manager is hereby authorized to execute Amendment No. 3 to the Subdivision Improvement Agreement for the Wyatt Ranch Subdivision to extend the date for completion of the required improvements.

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 Citrus Heights, California, this 28th day of August 2024 by the following vote, to wit:

| | |
|-----------------|-------------------------|
| AYES: | Council Members: |
| NOES: | Council Members: |
| ABSTAIN: | Council Members: |
| ABSENT: | Council Members: |

Bret Daniels, Mayor

ATTEST:

Amy Van, City Clerk

RESOLUTION NO. 2024-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE
AMENDMENT NO. 2 FOR THE SUBDIVISION IMPROVEMENT AGREEMENT
FOR THE MITCHELL FARMS SUBDIVISION**

WHEREAS, on April 23, 2020, City Council approved the Final Subdivision Map and authorized the City Manager to execute the Subdivision Improvement Agreement for the Mitchell Farms Subdivision, a 258-parcel subdivision located north of Arcadia Drive between Sunrise Boulevard and Fair Oaks Boulevard;

WHEREAS, the Subdivision Map and Subdivision Improvement Agreement were recorded with the County of Sacramento on October 8, 2020;

WHEREAS, on October 12, 2023, the City Council approved Amendment No. 1 to the Mitchell Farms Subdivision Improvement Agreement extending the completion date to August 31, 2024;

WHEREAS, heavy rains in the winters of 2022/2023 and 2023/2024 necessitated completion of several emergency drainage repairs, further delaying completion of the required improvements; and

WHEREAS, City staff and the Mitchell Farms developers desire to amend the Subdivision Improvement Agreement to extend the completion date to August 31, 2025 for the required improvements.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights, the City Manager is hereby authorized to execute Amendment No. 2 to the Subdivision Improvement Agreement for the Mitchell Farms Subdivision to extend the date for completion of the required improvements.

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 Citrus Heights, California, this 28th day of August 2024 by the following vote, to wit:

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

Bret Daniels, Mayor

ATTEST:

Amy Van, City Clerk

**AMENDMENT NO. 3 TO WYATT RANCH
SUBDIVISION IMPROVEMENT AGREEMENT**

This Amendment (the “Amendment”) is entered into by and between the City of Citrus Heights (“City”), a municipal corporation in the State of California, and **Citrus Heights 23, LLC** (“Developer”), as of _____, **2024**.

RECITALS

WHEREAS, the City and Mark H. Swinger Sand Dawn E. Swinger (“Subdivider”) previously entered into a Subdivision Improvement Agreement (the “Agreement”) for the Wyatt Ranch Subdivision (the “Subdivision”) that was approved by City Council on November 18, 2019;

WHEREAS, on November 20, 2020 The Subdivider sold the Subdivision to Citrus Heights 23, LLC (“Developer”);

WHEREAS, on February 3, 2021. The City, Subdivider and Developer executed Amendment No. 01 to the Agreement documenting the transfer of the project to the Developer and revising the completion date in the Agreement.

WHEREAS, on October 12, 2023, the City Council approved Amendment No. 02 to the Wyatt Ranch Subdivision Improvement Agreement extending the completion date to May 31, 2024.

WHEREAS, continued construction and funding constraints delayed completion of work on the various public infrastructure improvements for the Subdivision beyond the extended completion date of May 31, 2024 as specified in the Amendment No. 02;

WHEREAS, the Developer has made progress toward completion of the required improvements for the Subdivision;

WHEREAS, City and Developer now wish to amend the Agreement to revise the completion date for performance of the required improvements for the Subdivision; and

NOW, THEREFORE, The City and Subdivider agree as follows:

1. Change dates in Section 8 of Agreement as follows:\

8. Work; Time for Commencement and Performance. Work on the Required Improvements will commence by the Developer on January 11, 2021 and Work on the Required Improvements shall be completed on or before **August 31, 2025**. City will accept the Required Improvements only after the Developer provides written notice to City that the Required Improvements are complete and City determines in writing that the Required Improvements are complete and consistent with all applicable terms and conditions.

CITY OF CITRUS HEIGHTS
a MUNICIPAL corporation

By: _____ Date: _____
Ashley Feeney, City Manager

Attest

Amy Van, City Clerk

Approved as to Form

Ryan R. Jones, City Attorney

DEVELOPER:

Citrus Heights 23, LLC
A Utah Limited Liability Corporation

By: _____ Date: _____

Print Name: _____

Print Title: _____

**AMENDMENT NO. 2 TO MITCHELL FARMS
SUBDIVISION IMPROVEMENT AGREEMENT**

This Amendment (the “Amendment”) is entered into by and between the City of Citrus Heights (“City”), a municipal corporation in the State of California, and KB Homes Sacramento, Inc. (“Developer”), as of _____, 2024.

RECITALS

WHEREAS, the City and Developer previously entered into a Subdivision Improvement Agreement (the “Agreement”) for the Mitchell Farms Subdivision (the “Subdivision”) that was approved by City Council on April 23, 2020;

WHEREAS, on October 12, 2023, the City Council approved Amendment No. 01 to the Mitchell Farms Subdivision Improvement Agreement extending the completion date to August 31, 2024;

WHEREAS, heavy winter rains have necessitated several emergency drainage repairs further delaying completion of work on the required public infrastructure improvements for the Subdivision beyond the extended completion date of August 31, 2024 as specified in the Amendment No. 1;

WHEREAS, the Developer acquired the necessary permits and started construction on the emergency drainage repairs and continues to make reasonable progress toward completion of all of the required improvements for the Subdivision;

WHEREAS, City and Developer now wish to amend the Agreement to revise the completion date for performance of the required improvements for the Subdivision; and

NOW, THEREFORE, The City and Developer agree as follows:

1. Change dates in Section 8 of Agreement as follows:
 8. Work; Time for Commencement and Performance. Work on the Required Improvements will commence by the Developer on October 16, 2019 and Work on the Required Improvements shall be completed on or before August 31, 2025. City will accept the Required Improvements only after the Subdivider provides written notice to City that the Required Improvements are complete and City determines in writing that the Required Improvements are complete and consistent with all applicable terms and conditions.

CITY OF CITRUS HEIGHTS
a MUNICIPAL corporation

By: _____ Date: _____
Ashley Feeney, City Manager

Attest

Amy Van, City Clerk

Approved as to Form

Ryan R. Jones, City Attorney

DEVELOPER:

KB Home Sacramento, Inc.
Principal

By: _____ Date: _____

Print Name: _____

Print Title: _____



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: August 28, 2024

TO: Mayor and City Council Members
Ashley J. Feeney, City Manager

FROM: Amy Van, City Clerk

SUBJECT: Resolution Supporting California Proposition 36 “Increase Drug and Theft Penalties and Reduce Homelessness”

Summary and Recommendation

Staff requests the City Council’s consideration to adopt Resolution No. ____ - A Resolution of the City Council of the City of Citrus Heights, California Supporting California Proposition 36 “Increase Drug and Theft Penalties and Reduce Homelessness”.

City Council Strategic Goal/Objective

This staff report aligns with the Citrus Heights City Council Strategic Goal of “Preserve & Enhance Public Safety”.

Fiscal Impact

There is no fiscal impact associated with this item.

Background and Analysis

California Proposition 36, the Increase Drug and Theft Penalties and Reduce Homelessness Initiative, is on the November 2024 ballot in California as an initiated state statute. Proposition 36 seeks, in part, to reform elements of the 2014 Proposition 47, which reduced certain property crimes from felonies to misdemeanors – notably, identifying shoplifting as a mere misdemeanor offense when the value of the stolen property does not exceed \$950. Proposition 47 also authorized defendants currently serving sentences for felony offenses that would have qualified as misdemeanors under the proposition to petition courts for resentencing under the new misdemeanor provisions and authorized defendants who have completed their sentences for felony convictions that would have qualified as misdemeanors under the proposition to apply to reclassify those convictions to misdemeanors.

Subject: Resolution Supporting California Proposition 36 “Increase Drug and Theft Penalties and Reduce Homelessness”

Date: August 28, 2024

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Proposition 36 is a bi-partisan measure that provides targeted reforms to Proposition 47. It will hold repeat offenders accountable, rather than putting them back on the streets. In addition, it provides critical mental health, drug treatment services, and job training within the justice system for people who are homeless and suffering from mental illness or struggling with substance abuse.

More specifically, the initiative would increase penalties for certain drug crimes by increasing sentence lengths and level of crime. Importantly, the initiative adds fentanyl to the list of drugs (cocaine, heroin, and methamphetamine) that will warrant a felony charge if an individual possesses one of the listed drugs and a loaded firearm. The punishment for this crime is up to four years in prison. Currently, possessing fentanyl and a loaded firearm is punishable by only up to one year in jail.

The initiative would also increase sentences based on the quantity of certain drugs sold illegally. The initiative would also require individuals who receive increased sentences because of this to serve their entire sentence in state prison regardless of their criminal history.

The initiative would increase penalties for certain theft crimes. For crimes where money or property worth \$950 or less is stolen, the initiative would make the crime punishable as a felony for individuals who have two or more prior theft-related convictions. The initiative would make the punishment up to three years in jail or prison depending on their criminal history. Currently, it is punishable by up to six months in jail. The initiative would also increase sentences based on the amount of property stolen.

The California Legislative Analyst’s Office (LAO) reports that Proposition 36’s enhanced penalties are expected to deter criminal activity, thereby improving public safety and reducing the strain on our judicial and correctional systems. The League of California Cities (Cal Cities) has voiced their support of Yes on Proposition 36.

Attachments

1. Resolution No. ____ - A Resolution of the City Council of the City of Citrus Heights, California Supporting California Proposition 36 “Increase Drug and Theft Penalties and Reduce Homelessness”

RESOLUTION NO. 2024- ____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, SUPPORTING CALIFORNIA PROPOSITION 36 “INCREASE DRUG AND THEFT PENALTIES AND REDUCE HOMELESSNESS”**

WHEREAS, while Prop 47 achieved notable success in making California’s criminal justice system more equitable, Prop 47 has also led to unintended consequences over the past decade;

WHEREAS, unintended consequences of Prop 47 include repeat and often organized retail theft, inner-city store closings, and difficulty convincing people to seek drug and mental health treatment;

WHEREAS, Proposition 36, the Homelessness, Drug Addiction, and Theft Reduction Act is a bi-partisan measure that provides common sense, targeted reforms to Prop 47 that legislative proposals alone are unable to deliver;

WHEREAS, rampant retail theft is harming businesses and residents in California because those who commit these crimes know they’ll get away with it, even if they are caught;

WHEREAS, this measure will hold repeat offenders accountable for the safety of our communities, rather than putting them back on the streets;

WHEREAS, The fentanyl crisis has reached alarming levels, and is now responsible for 20 percent of youth deaths in California;

WHEREAS, Prop 36, the Homelessness, Drug Addiction, and Theft Reduction Act will define fentanyl as a hard drug, hold individuals convicted of trafficking fentanyl accountable, and grant judges greater discretion in sentencing drug traffickers;

WHEREAS, breaking the cycle of repeat offenders means addressing the many root causes of retail theft;

WHEREAS, Prop 36, the Homelessness, Drug Addiction, and Theft Reduction Act provides critical mental health, drug treatment services, and job training within our justice system for people who are homeless and suffering from mental illness or struggling with substance abuse; and

WHEREAS, in Citrus Heights, we have witnessed firsthand the impact of rising crime rates and the growing homelessness crisis. Our residents deserve a safe and secure environment, and those experiencing homelessness deserve the opportunity to rebuild their lives. Proposition 36 offers a comprehensive solution that addresses these interconnected issues in a meaningful and sustainable way.

NOW THEREFORE BE IT RESOLVED AND ORDERED that the City Council of the City of Citrus Heights does hereby express its support for Proposition 36 and the benefit that it provides for our community’s safety.

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 28th day of August 2024 by the following vote, to wit:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

Bret Daniels, Mayor

ATTEST:

Amy Van, City Clerk



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: August 28, 2024

TO: Mayor and City Council Members
Ashley J. Feeney, City Manager

FROM: Casey Kempenaar, Community Development Director
Nicole Piva, Housing and Human Services Program Coordinator

SUBJECT: **Resolution Approving a Grant Recipient Agreement with Hope Cooperative to Provide Permanent Supportive Housing for Seniors at the Auburn Oaks Project**

Summary and Recommendation

Hope Cooperative (Hope) is a nonprofit organization that provides behavioral health and supportive housing services in the Sacramento region. Staff recommends approval of a Grant Recipient Agreement (Agreement) with Hope to provide a funding contribution in the amount of \$500,000 to help bridge a funding gap which would assist in Hope's efforts to acquire, renovate and enhance the property at 7501 Sunrise Boulevard in Citrus Heights, into an eighty-eight (88) unit senior permanent supportive housing project.

In exchange for City funding, the Agreement ensures the operation of the upgraded facility aligns with agreed-upon standards set by both parties for operation of the upgraded facility including tenant mix, operating conditions, on-site case management services and 24/7 property management.

This item is a continuation of the August 14, 2024, City Council meeting. City Council requested additional information about the Auburn Oaks Project. Refer to the Answers to City Council Questions section of this staff report to review additional information.

This project does not require discretionary entitlements or other city approvals and is moving forward with the majority of its funding secured. Hope still needs to acquire \$500,000 in gap funding and has approached the City of Citrus Heights for support. The City has the opportunity to contribute to a project that will completely remodel and rehabilitate a problematic property, transforming it into housing for low-income seniors.

In negotiations with Hope, City staff secured terms that include local control over key aspects such as unit mix and operational provisions—control that the City would not otherwise have.

Subject: Resolution Authorizing the City Manager to Execute a Grant Recipient Agreement between the City of Citrus Heights and TLCS, Inc dba Hope Cooperative for the Auburn Oaks Project

Date: August 28, 2024

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If the City Council decides not to provide this funding, Hope will seek alternative sources requiring the project to accommodate more behavioral health residents. City staff believe this could increase service demands and negatively impact the residents and the community. Staff recommends approving the grant agreement, as it offers a chance for local control that would otherwise be unavailable.

Staff recommends the following motion:

Motion: Move to adopt Resolution No. 2024- ____ A Resolution of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Grant Recipient Agreement between the City of Citrus Heights and TLCS, Inc dba Hope Cooperative for the Auburn Oaks Project.

City Council Strategic Goal/Objective

This staff report aligns with the following Citrus Heights City Council Strategic Goals:

- Preserve and Enhance Public Safety
- Enhance Community Vibrancy and Engagement

In addition to the alignment with the City Council's strategic goals and objectives, the Auburn Oaks project is supported by a General Plan Goal and Policy:

Goal 27: Conserve currently assisted units to ensure availability of housing for lower income households.

Policy 27.1: Pursue all available strategies and procedures to preserve government assisted units that are at risk of conversion to market rate.

Fiscal Impact

Hope has received an approximately \$25M Community Care Expansion (CCE) Capital Expansion grant from the California Department of Social Services (CDSS). Hope has identified a shortfall in funding and requested the City provide a gap funding contribution of \$500,000 to acquire and development the property as outlined in the Agreement (Exhibit A).

The Agreement includes the City's gap funding contribution of \$500,000 to support this project. There are no General Fund dollars allocated to this project. The funding is allocated from a portion of the City's Permanent Local Housing Allocation (PLHA) funding provided by the State Department of Housing and Community Development (HCD).

Permanent Local Housing Allocation Background

PLHA provides funding to local governments in California for housing-related projects and programs that assist in addressing the unmet housing needs of our local communities. PLHA was

Subject: Resolution Authorizing the City Manager to Execute a Grant Recipient Agreement between the City of Citrus Heights and TLCS, Inc dba Hope Cooperative for the Auburn Oaks Project

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established by SB 2 the Building Homes and Jobs Trust Fund (Fund) and authorizes HCD to allocate 70 percent of monies collected from recording fees and deposited into a fund for local governments.

The intent of the bill is to provide a permanent, on-going source of funding to local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities. The funding available in each Notice of Funding Availability (NOFA) is based on the anticipated revenue and formula allocation. The City's 2019-2023 five-year funding allotment is estimated to be \$1,876,554. The annual funding allotment is based on recording fees throughout the state and can vary as a result. Funds received thus far have ranged between \$271,000 and \$530,000 annually. This gap funding contribution of \$500,000 to acquire and rehabilitate the Auburn Oaks property is an eligible activity under the PLHA guidelines.

Previously a portion of these funds were intended to be used for pre-development and development costs associated to the Sayonara Drive Redevelopment Project under a Memorandum of Understanding (MOU) with Habitat for Humanity of Greater Sacramento approved by City Council in March 2023.

The City has since received a Prohousing Incentive Program (PIP) award with an expenditure date of June 30, 2026. Due to the timing of expenditures for both projects the PIP funds will be allocated to the Sayonara Project and a smaller than anticipated portion of future PLHA funds will be used to make up the difference in the City's funding contribution outlined in the MOU between the City and Habitat for Humanity approved by City Council on March 23, 2023.

Background and Analysis

The City of Citrus Heights is dedicated to compassionately supporting unhoused and housing-insecure individuals and families while upholding our steadfast commitment to the health and safety of the entire community. Citrus Heights City staff, police, and program representatives regularly collaborate to connect unhoused and housing-insecure individuals to essential services, including housing.

The City's Community Health Worker outreach program has had success at placing unhoused residents or residents at risk of becoming unhoused in various facilities throughout the region. However, there is a significant shortage of housing in Citrus Heights that prioritizes unhoused and housing-insecure seniors who receive Social Security income. Hope Cooperative and CHW's see increased success rates when unhoused or housing insecure residents are housed in the community they associate with.

On July 8, 2024, Hope announced they had been selected to receive approximately \$25M Community Care Expansion (CCE) Capital Expansion grant from the California Department of Social Services (CDSS). This award is based on the application package Hope submitted for the Auburn Oaks Project located at 7501 Sunrise Boulevard in Citrus Heights.

Subject: Resolution Authorizing the City Manager to Execute a Grant Recipient Agreement between the City of Citrus Heights and TLCS, Inc dba Hope Cooperative for the Auburn Oaks Project

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Project Description

This project is a collaborative effort between Hope Cooperative, the City of Citrus Heights, Sacramento County Behavioral Health and Department of Adult Protective Services. The project will be professionally managed with onsite supervision and wrap-around services.

- Full rehabilitation of existing apartment complex including provision of studio and one-bedroom apartments and exterior remodel.
- The project will continue to provide housing for 55+ seniors.
- Household income must not exceed 50% of the Area Median Income.
- Household must be at-risk of homelessness, formerly homeless or currently homeless and enrolled in supportive services.
- A property management firm will operate the property. Property management and/or resident service staff will be present and on duty at the property 24 hours per day 7 days a week.
- Hope will provide resident services/case management oversight on site at the property.
- 30 units from Sacramento County Department of Family Child and Adult Services.
- 30 units from County of Sacramento Behavioral Health.
- 28 units from the Coordinated Access System managed by Sacramento Steps Forward.

The Auburn Oaks facility will expand the opportunity to serve vulnerable seniors who are experiencing homelessness or are at risk of homelessness. This includes seniors who have a serious mental illness or those who are involved with adult protective services. There is a shortage of housing capacity for seniors and with this opportunity it allows Hope to purchase, rehabilitate a facility that is in great disrepair and provide wrap around services with the availability of 24/7 onsite property management.

Hope Cooperative Funding Gap

Despite best efforts to simultaneously conduct due diligence and prepare a \$25M grant application for the project, Hope has identified a significant funding gap to complete the rehabilitation of the Auburn Oaks property. A new HVAC system and a new roof for the entire facility will be required resulting in a funding gap, a portion of which was filled by Sacramento County and other project partners.

While Hope could alter the tenant mix to increase funding necessary to fill the gap, the City has shared concerns with a tenant mix that increases the percentage of residents with behavioral health challenges. Understanding the City's concerns, Hope has requested the City's participation to close the \$500,000 funding gap and ensure a tenant mix that is more conducive to the site and the City's expectations as a condition of the funding.

Grant Recipient Agreement Requirements and Benefits

By contributing funding for the project, the City is able to include performance standards to ensure the project is operated in a manner consistent the City's desired outcomes and

Subject: Resolution Authorizing the City Manager to Execute a Grant Recipient Agreement between the City of Citrus Heights and TLCS, Inc dba Hope Cooperative for the Auburn Oaks Project

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expectations. Absent City participation in funding the proposed project would move forward without the terms and conditions being sought from the City.

Exhibit A contains the terms of the Agreement between the City and Hope Cooperative. In exchange for City of Citrus Heights contributing \$500,000 the agreement provides for a variety of provisions that support a higher quality project. Key provisions of the Agreement include:

- Subsequent adoption of a Regulatory Agreement for the long term (minimum of 20 years)
 - Operation and maintenance of the facility in accordance with funding requirements
 - Tenant Mix, not to exceed 30 units dedicated to behavioral health residents
 - Income requirements for residents

Regardless of City participation in filling the funding gap, Hope Cooperative will still move the project forward as outlined in their Grant Agreement from the State. Without City funding and Grant Recipient Agreement, the City would no longer be a stakeholder in the project. This would remove the City's ability to influence the tenant mix and operational standards for the project.

Answers to City Council Questions

During the City Council meeting on August 14, 2024, a number of questions were asked. The following responses are offered to the questions discussed during the August 14 meeting.

1. Can Citrus Heights residents receive priority when applying for the Auburn Oaks property?

Due to Federal Fair Housing laws certain residents cannot be prioritized over others.

However, Citrus Heights Community Health Workers (CHW) may work with the Citrus Heights client, enroll the client into Homeless Management Information System (HMIS) and have income verification documentation prepared so they can be eligible for all housing throughout the County including Auburn Oaks.

Currently, there are 20 Citrus Heights residents residing at Auburn Oaks, who will be staying with accommodations being made for them throughout the property rehabilitation process.

In addition, concentrated outreach through CHW's City Staff, HART, and similar groups will ensure that eligible Citrus Heights residents are engaged and enrolled to ensure eligibility at the time units become available. There have been lessons learned on past projects relative to a need to do early, proactive engagement with residents to get them enrolled in eligibility programs.

Subject: Resolution Authorizing the City Manager to Execute a Grant Recipient Agreement between the City of Citrus Heights and TLCS, Inc dba Hope Cooperative for the Auburn Oaks Project

Date: August 28, 2024

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In addition, the Adult Protective Services and the Behavioral Health Services units will use an existing practice known as “client voice/choice” philosophy s they will try to provide housing in the community that the individual has a connection and/or preference for.

2. What assurances do we have that the community will feel safe with this new development?

Auburn Oaks is an existing apartment complex with significant deferred maintenance and has not received a comprehensive rehabilitation since its construction in 1975. As a result, the site and buildings have deteriorated and are in need of substantial rehab to continue to serve as quality senior housing. The current appearance and condition of the site combined with the lack of management or onsite supportive services have resulted in a blighted appearance and active nuisance cases that have been observed and discussed amongst the community and through social media.

The existing complex has had challenges with adequate on-site management resources and is currently underoccupied, resulting in challenges with squatting and similar associated issues. Even though the site is experiencing significant vacancy rates, the calls for service to the site are above average for comparable apartments. While some calls are attributable to medical calls for service, which is typical for a Senior apartment, calls for loitering and similar community image related calls continue to exceed what would be expected for a project of this nature.

As a result of the Grant Agreement, the site will be fully rehabilitated and eliminate the blighted appearance along Citrus Heights’ most prominent corridor. In addition, this site will have professional onsite property manager 24/7 and wrap-around services. In the Police Department’s experience, engaged property management with on-site services and regular communication with the Police Department are key best practices for success in mitigating most challenges that arise during stabilization and beyond. Hope has already engaged with the Police Department and City team and are committed to continued engagement through the life of the project.

As with any new housing project going from empty to fully occupied overnight, issues come up that will need to be addressed. Typically, these issues can take 12-18 months to stabilize and be resolved. Most of these challenges are resolved through the wrap around services and on-site management, but some do require City or Police Department intervention and sometimes evictions of problematic residents. The Grant Agreement and subsequent regulatory agreement assures the achievement of agreed upon outcomes and that problems are addressed as they take place. The Police Department and Community Development Department are in regular communication with Hope to ensure support is provided, particularly during the stabilization period.

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In addition, having the site as a resource to ensure our residents at risk of becoming homeless do not end up on the street is preferred to vulnerable residents ending up on the street needing additional intervention.

3. Can the age of the resident be increased from 55 to 60 years old?

The minimum age for senior population has been identified as 55 years old. Also, a person receiving a Project Based Voucher must be at least 55 years old.

4. Auburn Oaks is a 55+ complex; can minors live at the property?

Hope's goal is to ensure families stay together. Families that stay together have a proven success rate greater than those split apart. However, as a 55+ community this is a rare exception that a minor dependent is a resident. The units are small, studio and one-bedroom, and it is most likely a family of two will not be comfortable in a studio or one-bedroom unit. Currently, none of the 34 Citrus Heights CHW clients 55 or over have a minor dependent.

5. Why are other cities not contributing financially to the Auburn Oaks project, specifically the City of Sacramento?

All cities within Sacramento County have been investing in permanent supportive housing and affordable housing especially to address homelessness. City of Sacramento has created many units, and all units are available to all Sacramento County residents including Citrus Heights residents. During FY 23/24, five housing projects have been completed to support permanent supportive housing for unhoused individuals.

- *Sunrise Pointe Apartments, City of Citrus Heights – 46 units*
- *Vista Nueva Homekey, City of Sacramento – 117 units*
- *MiraSol Village, City of Sacramento – 116 units*
- *Central City Studios, City of Sacramento – 92 units*
- *St. Claire at Capital Park, City of Sacramento – 134 units*

6. How will we ensure this project is not overburdening law enforcement like Sunrise Pointe?

The Auburn Oaks property will have fewer total residents than Sunrise Pointe as they are studios, not large family units. In consultation with Hope, Sunrise Pointe is still in the stabilization phase and staffing has been increased to address issues. Hope also noted they will be adding additional staff (1-18 ratio at Auburn Oaks) to ensure that the residents get enhanced attention to their needs and to provide for the property to stabilize more quickly.

Subject: Resolution Authorizing the City Manager to Execute a Grant Recipient Agreement between the City of Citrus Heights and TLCS, Inc dba Hope Cooperative for the Auburn Oaks Project

Date: August 28, 2024

Page 8 of 8

7. If any of the Behavioral Health or Adult Protective units are available, can a Citrus Heights residents have access?

Yes, a Citrus Heights resident may have access if they are eligible, enrolled in HMIS, and income documentation has been prepared. Behavioral Health Services and Adult Protective Services are paying for capital and service provision so they will be using the units that are committed for them in the project mix.

8. What is the City's role at Auburn Oaks?

The City's proposed primary role in the project is a financial contributor; Hope is the developer and service provider of the project. The Grant Agreement details shared standards for project operations. This allows the City to remain a stakeholder in the successful ongoing operation of the project.

Conclusion

The attached resolution authorizes the City Manager to execute the Draft Grant Recipient Agreement with minor modifications and a future Regulatory Agreement as stipulated in the Draft Grant Recipient Agreement.

Attachments

1. Resolution No. 2024-___ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Grant Recipient Agreement between the City of Citrus Heights and TLCS, Inc dba Hope Cooperative for the Auburn Oaks Project

Exhibit A: Draft Grant Recipient Agreement between the City of Citrus Heights and TLCS, Inc dba Hope Cooperative

RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT
RECIPIENT AGREEMENT BETWEEN THE CITY OF CITRUS HEIGHTS AND TLCS, INC
DBA HOPE COOPERATIVE FOR THE AUBURN OAKS PROJECT**

WHEREAS, The City of Citrus Heights is dedicated to compassionately supporting unhoused and housing-insecure individuals and families while upholding our steadfast commitment to the health and safety of the entire community.

WHEREAS, There is a significant shortage of housing in the vicinity that prioritizes unhoused and housing-insecure seniors who receive Social Security income.

WHEREAS Hope Cooperative (Hope) is a nonprofit organization that provides behavioral health and supportive housing services in the Sacramento Region;

WHEREAS, Hope received a Community Care Expansion grant from the California Department of Social Services. The funding will enable Hope to acquire and develop the property located at 7501 Sunrise Blvd., Citrus Heights into an eighty-eight (88) unit senior permanent supportive housing project;

WHEREAS, the City of Citrus Heights commits to provide Hope funding in the amount of Five Hundred Thousand Dollars (\$500,000). The funding is anticipated to consist of the City's Permanent Local Housing Allocation (PLHA) funds;

WHEREAS, the City Manager is granted authority to amend the funding sources as needed to fulfill the City's contributions.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Citrus Heights does hereby declare, find, determine and order as follows:

- A) The Recitals set forth above are true and correct and incorporated herein by this reference.
- B) The City Council supports the acquisition and rehabilitation of the property into 88 studio and one-bedroom apartments for seniors who are homeless or at-risk of homelessness.
- C) The City Council authorizes the City Manager or designee to make minor modifications to and execute the Draft Grant Recipient Agreement attached hereto as Exhibit A and a future Regulatory Agreement as described within the Grant Recipient Agreement.
- D) The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.
- E) This resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 28th day of August 2024, by the following vote, to wit:

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

Bret Daniels, Mayor

ATTEST:

Amy Van, City Clerk

Exhibits

- A. Draft Grant Recipient Agreement between the City of Citrus Heights and TLCS, Inc, dba Hope Cooperative

**GRANT RECIPIENT AGREEMENT
BETWEEN THE CITY OF CITRUS HEIGHTS
AND
TLCS, INC dba HOPE COOPERATIVE**

THIS GRANT AGREEMENT ("Agreement") entered into as of _____ (the "Effective Date") by and between the CITY OF CITRUS HEIGHTS, a California municipal corporation ("City"), and TLCS, INC dba HOPE COOPERATIVE, a California non-profit public benefit corporation ("Hope") and 7501 Sunrise Blvd. LLC, a California limited liability company ("LLC" and together collectively with Hope, "Recipient").

RECITALS

A. City desires to provide funding to acquire and develop real property located at 7501 Sunrise Blvd, Citrus Heights ("Property") into an eight-eight (88) unit senior permanent supportive housing project ("Project"), a description of which is presented in Exhibit A, attached hereto; and

B. Hope is a non-profit organization that provides behavioral health and supportive housing services in the greater Sacramento region and is willing and able to perform duties and render services that are determined by the City Council to be necessary or appropriate for the welfare of residents of the City; and

C. Hope is sole member and manager of LLC, an entity formed for the single purpose of acquiring, owning and operating the Project. on the parties hereto anticipate that the LLC will acquire the Property on or about October 25, 2024 ("Acquisition Closing"); and

D. Funding for this project is through the State of California's Permanent Local Housing Allocation Program ("PLHA"), which funds local governments in California for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities; and

E. City desires that such duties and services be provided by Recipient, and Recipient agrees to perform such duties and render such services, as more particularly set forth below:

NOW, THEREFORE, the parties hereto agree as follows:

1.0 TERM OF AGREEMENT. This Agreement shall continue in force and effect until the earlier of December 31, 2026, or recordation of the Regulatory Agreement in accordance with Section 2.3 of this Agreement unless earlier terminated in accordance with Section 8.4 of this Agreement,

2.0 RECIPIENT OBLIGATIONS

2.1 Use of Funds. Recipient hereby agrees to use the funds provided to Recipient by the City solely for the project pursuant to all of the terms and conditions of this Agreement. The

project is more particularly set forth in Exhibit A, attached hereto and incorporated herein by reference (the "Scope of Work"). Use of funds will be in compliance with all the State of California PLHA funding requirements.

2.2 Representation and Warranties. Recipient hereby represents and warrants to the City that Recipient will perform the project in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the Project is performed.

2.3 Compliance with Law. Recipient shall perform the project and operate the facility, if applicable, in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Recipient shall comply with all applicable PLHA requirements, including the requirement for the LLC to record a regulatory agreement against the Property. The Regulatory Agreement shall commit the LLC to the scope of work identified in Exhibit A. The term of the Regulatory Agreement shall be a minimum of 20 years and the Agreement shall be subject to City review and approval prior to recordation.

2.4 Licenses, Permits, Fees and Assessments. Recipient shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the project and the operation of the facility.

2.5 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the obligations of the other.

3.0 DISBURSEMENT OF FUNDS

3.1 Maximum Amount of Funds. The amount of funds to be provided to Recipient is Five Hundred Thousand Dollars (\$500,000.00) ("Grant Amount"). City shall pay Recipient for services rendered pursuant to this Agreement at the time and in the manner set forth herein. =

3.2 Termination of Fund Obligation. The services to be provided under this Agreement may be terminated without cause at any point in time in the sole and exclusive discretion of City, if the Recipient does not comply with the standards set forth under the PLHA Program. In this event, City shall compensate the Recipient for all outstanding costs incurred for work satisfactorily completed as of the date of written notice thereof. Recipient shall maintain adequate logs and timesheets in order to verify costs incurred to date.

3.3 Method of Payment. Recipient anticipated acquisition, construction, and permanent funding sources are set forth in Exhibit B, "Project Sources." City will place the entirety of the Grant Amount (\$500,000) in escrow at least two (2) days prior to Acquisition Closing date, upon at least three (3) days' notice from Recipient to City.

4.0 PERFORMANCE SCHEDULE

Recipient shall commence, prosecute and complete the project within the time periods established in the "Scope of Work" attached hereto as Exhibit A and incorporated herein by this reference.

5.0 COORDINATION OF WORK

5.1 Representative of Recipient. The Chief Executive Officer of Hope is hereby designated as being the representative of Recipient authorized to act in its behalf with respect to this Agreement and make all decisions in connection therewith.

5.2 Contract Officer. Contract Officer shall be the Community Development Director, or such person as may be designated by the City Manager. It shall be the Recipient's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Recipient shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 Assignment. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Recipient, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Recipient or any surety of Recipient of any liability hereunder without the express consent of City.

5.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Recipient, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Recipient's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Recipient shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with the role. Recipient shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Recipient in its business or otherwise of a joint venture or a member of any joint enterprise with Recipient.

5.5 Conflict of Interest. Recipient may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Recipient in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California

Government Code Section 81000 *et seq.*

Recipient 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.* Recipient hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Recipient was an employee, agent, appointee, or official of the City in the previous twelve months, Recipient warrants that it did not participate in any manner in the forming of this Agreement. Recipient understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Recipient will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Recipient will be required to reimburse the City for any sums paid to the Recipient. Recipient understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

5.6 Solicitation. Recipient agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

6.0 INSURANCE REQUIREMENTS. All Insurance coverage shall be in compliance with City of Citrus Heights Policies.

7.0 ADMINISTRATIVE REQUIREMENTS

7.1 Records Created as Part of Recipient's Performance. All 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 Recipient prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Recipient hereby agrees to deliver those documents to the City upon termination of the Agreement. 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 Recipient agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

7.2 Recipient's Books and Records. Recipient shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other 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 Recipient to this Agreement.

Any records or documents that this Agreement requires Recipient to maintain 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. Under California Government Code Section 8546.7, if

the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

7.3 Client Data. The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City of Citrus Heights monitors or their designees for review upon request.

7.4 Disclosure. The Recipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City of Citrus Heights's or Recipient's responsibilities with respect to services provided under this Agreement, is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

7.5 Performance Monitoring. The City of Citrus Heights will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the City of Citrus Heights will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the City of Citrus Heights, contract suspension or termination procedures will be initiated. The City may conduct an evaluation of the Recipient's performance, at any time, in its sole discretion.

7.6 Close-Outs. Recipient obligation to the City of Citrus Heights shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City of Citrus Heights and determining the custodianship of records.

8.0 ENFORCEMENT OF CONTRACT

8.1 Applicable Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California and the United States, as applicable. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Alameda, State of California, the United States District Court for the Northern District of California, or any other appropriate court in Alameda County, and Recipient covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the insuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the

cure of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Notwithstanding the foregoing, the City may suspend any further payment of funds until Recipient is in compliance with this Agreement. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the default is not cured.

8.3 Remedies Upon Default by Recipient. In addition to any other rights or remedies available at law or in equity, if Recipient fails to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.2:

- a. Temporarily withhold payment of funds pending correction of the default by Recipient;
- b. Refuse to advance all or any part of the funds for the project and reallocate said funds to another activity;
- c. Wholly or partially suspend or terminate the award and this Agreement; and
- d. Withhold further awards for the project and/or the facility; and
- e. Require Recipient to repay any funds that the City determines were not expended in compliance with the requirements of this Agreement, the Act or the Regulations.

8.4 Termination for Cause. City or Recipient may terminate this Agreement, for cause, subject to the notice and cure periods set forth in Section 8.2 of this Agreement, upon thirty (30) days' written notice to the non-terminating party.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of the Agreement.

8.8 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

9.0 CITY OFFICERS AND EMPLOYEES

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Recipient, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Recipient or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the contract which affects his/her financial interest or the financial interest of any corporation, partnership or association in which s/he is, directly or indirectly, interested, in violation of any State statute or regulation. The Recipient warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 Indemnify and Hold Harmless. Recipient agrees to indemnify, defend, and hold harmless City and its officers, agents and employees, from any liabilities, claims, suits or actions, losses or expenses, including attorney fees, caused by, arising out of, or in connection with, either directly or indirectly, Recipient's performance under this Agreement. Nothing herein shall be construed to require Recipient to indemnify the City, its officers, agents and employees against any responsibility or liability in contravention of Section 2782 of the California Civil Code. With respect to third party claims against the Recipient, the Recipient waives any and all rights of any type to express or implied indemnity against the Indemnitees.

10.0 MISCELLANEOUS PROVISIONS

10.1 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail

To the City: City of Citrus Heights
 6360 Fountain Square Drive
 Citrus Heights, CA 95621
 Attention: Community Development
 Director

To the Recipient: TLCS, Inc dba Hope Cooperative
 650 Howe Avenue, Bldg 400-4
 Sacramento, CA 95825
 Attention: Chief Executive Officer

7501 Sunrise Blvd. LLC
 c/o TLCS, Inc dba Hope
 Cooperative
 650 Howe Avenue, Bldg 400-4
 Sacramento, CA 95825
 Attention: Chief Executive Officer

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

10.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereby warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and, (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

[SIGNATURE PAGE FOLLOWS]

DRAFT

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed the day and year above written.

CITY:
CITY OF CITRUS HEIGHTS

RECIPIENT:
**TLCS, Inc dba HOPE COOPERATIVE, a California
nonprofit public benefit corporation**

Ashley J. Feeney, City Manager

April Ludwig, CEO

7501 Sunrise Blvd. LLC

By: TLCS, Inc. dba Hope Cooperative,
a California nonprofit public benefit corporation,
its sole member and manager

April Ludwig, CEO

Attest:

Amy Van, City Clerk

Approved as to Form:

Ryan R. Jones, City Attorney

EXHIBIT A SCOPE OF WORK

The project includes the acquisition of property improved with an existing 81-room assisted living facility and an attached 48-unit apartment wing, and conversion/rehabilitation of the property into 88 units of permanent supportive housing consisting of studio and one-bedroom apartments. The existing 80 assisted living rooms will be combined/reconfigured into 40 apartments. Other modifications will be made to accommodate offices, meeting rooms and recreation for the support and staff and use by residents. The existing 48 apartments will be updated throughout with modern systems and finishes. Other systems throughout the building will be updated as needed and required by code.

Residents will be referred from partner agencies only, which include the following:

- No more than 30 units from County of Sacramento Behavioral Health Full Service Partnership
- 30 units from Sacramento County Department of Family Child and Adult Services
- 28 units from the Coordinated Access System managed by Sacramento Steps Forward

Residents will meet the following criteria to be eligible:

- Head of household must be 55 years or older
- Household income must not exceed 50% of the Area Medium Income
- Head of household must be Homeless or At-Risk of Homeless

Other operational components to the project:

- A professional property management firm will operate the property
- Hope Cooperative will provide resident services/case management oversight on site at the property
- The property will continue to operate as interim shelter during the rehabilitation/construction period
- While participation in services is voluntary, all residents will have access to on site case management
- Property management and/or resident services staff will be present and on duty at the property 24 hours per day 7 days per week.

Any modification to the operation or configuration of the site other than as set forth above shall not occur without prior written authorization from the City of Citrus Heights, which shall not be unreasonably withheld, conditioned, or delayed.

**EXHIBIT B
PROJECT SOURCES**

Auburn Oaks
CCE PSH conversion
7501 Sunrise Blvd, Citrus Heights 95610
Senior PSH Special needs
City of Citrus Heights, Sacramento County
Hope Cooperative

| <u>CONSTRUCTOIN AND PERMANENT SOURCES</u> | Amount |
|---|----------------------|
| DSS CCE grant - capital | 22,284,264 |
| DSS CCE Grant - COSR - 2 years of 100% expenses | 2,492,682 |
| SHRA/County MHSA | 2,500,000 |
| Sacramento County BHBH capital \$75k x30 | 2,250,000 |
| City of Citrus Heights - PLHA | 500,000 |
| Hope Cooperative - Deferred Developer Fee | 100,000 |
| TOTAL PERMANENT SOURCES | \$ 30,126,946 |

DRAFT



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT

MEMORANDUM

DATE: August 28, 2024

TO: Mayor and City Council Members
Ashley J. Feeney, City Manager

FROM: Meghan Huber, Economic Development & Community Engagement Director

SUBJECT: **Economic Development Support Fund Allocation for Annual Agreement with the Greater Sacramento Economic Council**

Summary and Recommendation

The City's Economic Development Support Fund – Part I provides grants and sponsorships to businesses, business associations, and economic development-related organizations for events, marketing, promotions, studies to further economic development, and other economic development-related activities that promote the program goals. Per the program, applications are received continuously and require City Council approval.

Greater Sacramento Economic Council (GSEC) is a regional economic development organization and public-private partnership of prominent regional businesses and local governments to build and retain a diversified and sustainable economy in the six-county Sacramento Region. Citrus Heights has historically participated via annual membership utilizing the Economic Development Support Fund.

Staff recommends the City Council approve Resolution No. 2024____, A Resolution of the City Council of the City of Citrus Heights Approving an Agreement between the Greater Sacramento Economic Council and the City of Citrus Heights in an Amount Not to Exceed \$34,335 for FY 2024-2025.

Fiscal Impact

The fiscal impact of the agreement with GSEC is \$34,335, which was forecasted in the adopted FY 24/25 budget for the Economic Development grant program. The agreement amount is based on \$0.40 per capita applied to the Public Jurisdiction's population as reported in the 2023 population estimates from the California Department of Finance Demographic Research Unit, which listed the Public Jurisdiction as having a population of 85,837.

Subject: Economic Development Support Fund allocation for Annual Agreement with the Greater Sacramento Economic Council
Date: August 28, 2024
Page 2 of 3

Background and Analysis

GSEC is the Sacramento Region's Economic Development Organization focused on strengthening the region's job-creating capacity and developing and advancing the Greater Sacramento Region's brand and story. The goal is for the Sacramento Region to be known as California's best and easiest place to do business. GSEC is funded by Sacramento region cities and counties (including Citrus Heights) and private sector investors. All participating jurisdictions are entitled to:

- A public sector board seat to participate on GSEC's Board of Directors alongside other jurisdiction leadership and private sector CEOs. City Manager Ashley Feeney serves as the City's representative.
- A representative to participate in the Economic Development Directors Taskforce (EDDT).
- Participation in GSEC events (Site Selector Forums, Competitiveness Council, etc.)
- Access to research staff and databases
- Involvement in all business development activities

Benefits: In addition to the overall regional business attraction and retention efforts, Citrus Heights has also benefited from the following because of our membership:

- A voting seat on the GSEC Board of Directors. This seat has provided an opportunity to work directly with business leaders throughout the region and elected officials on marketing the region for business retention, expansion, and attraction.
- Access to various economic and real estate data that would otherwise be too costly for the City to acquire on its own.
- One-on-one meetings with GSEC staff to discuss concerns and opportunities.
- The opportunity to provide input on GSEC's marketing strategy and efforts (assisting the City with its own marketing campaign).
- Monthly participation in GSEC's Economic Development Director Taskforce (EDDT) meetings, which include Economic Development Directors from all over the region.
- Participation on EDDT's "Business Climate" Subcommittee, which focuses on improving and expediting the permitting process with outside agencies.
- Networking opportunities with a variety of local businesses, including financial institutions.

The City of Citrus Heights and the Greater Sacramento Economic Council have benefited from a productive partnership over the past several years, and Citrus Heights has been a valued member of GSEC since its creation in 2015. In addition to the benefits described above, the regional collaboration that is occurring with GSEC leadership cannot be discounted. GSEC has assembled a team of economic developers, data collectors/analysts, and marketing professionals to market and support the Greater Sacramento Region as a whole regionally.

Subject: Economic Development Support Fund allocation for Annual Agreement with the Greater Sacramento Economic Council

Date: August 28, 2024

Page 3 of 3

Attachments

1. Resolution No. 2024-___ A Resolution of the City Council of the City of Citrus Heights Approving an Agreement between the Greater Sacramento Economic Council and the City of Citrus Heights in an Amount Not to Exceed \$34,335 for FY 2024-2025.
2. Greater Sacramento Economic Council Agreement

RESOLUTION NO. 2024-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
APPROVING AN AGREEMENT BETWEEN THE GREATER SACRAMENTO ECONOMIC
COUNCIL AND THE CITY OF CITRUS HEIGHTS IN AN AMOUNT NOT TO EXCEED
\$34,335 FOR FY 2024-2025**

WHEREAS, Greater Sacramento Economic Council is a regional economic development organization working through a public-private partnership of local businesses and governments to retain, attract, grow, and create sustainable business and industry clusters in the six-county Sacramento Region;

WHEREAS, the City of Citrus Heights has been an active member of the Greater Sacramento Economic Council since 2015;

WHEREAS, the City of Citrus Heights desires to renew its membership with the Greater Sacramento Economic Council;

WHEREAS, as a member, the City of Citrus Heights shall have a seat on the Board of Directors of the Greater Sacramento Economic Council; and will continue participating in the Economic Development Director's Taskforce.

NOW THEREFORE BE IT RESOLVED AND ORDERED the City Manager is authorized to execute an agreement between the Greater Sacramento Economic Council and the City of Citrus Heights in an amount not to exceed \$34,335 for Fiscal Year 2024-25, subject to the terms agreed upon by the City Manager and City Attorney.

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

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 28th day of August 2024 by the following vote, to wit:

| | |
|-----------------|-------------------------|
| AYES: | Council Members: |
| NOES: | Council Members: |
| ABSTAIN: | Council Members: |
| ABSENT: | Council Members: |

Bret Daniels, Mayor

ATTEST:

Amy Van, City Clerk

**ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE GREATER SACRAMENTO ECONOMIC COUNCIL
AND THE CITY OF CITRUS HEIGHTS**

This Economic Development Agreement (“Agreement”) is entered into by and between the City of Citrus Heights, a California municipality (the “Public Jurisdiction”), and the Greater Sacramento Area Economic Council (“Greater Sacramento”), a California non-profit corporation (each a “Party” and collectively referred to as the “Parties”). The Agreement shall be effective (“Effective Date”) upon signature of both Parties.

WHEREAS, the Parties acknowledge and agree that any previous contract relating to the subject matter herein is terminated and replaced with this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Public Jurisdiction and Greater Sacramento agree as follows:

I. RESPONSIBILITIES OF GREATER SACRAMENTO

A. MISSION: Greater Sacramento is an economic development organization working through a public-private partnership of local businesses and governments to retain, attract, grow, and create sustainable businesses in the six-county Sacramento Region, including El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba Counties and the 23 cities therein.

B. GOALS: Greater Sacramento is guided by and strategically focused on the following specific long-range goals:

1. Develop and utilize in-depth data and analytics to guide strategic economic development efforts and improve the region’s competitive position.
2. Strategically market the region to generate qualified company prospects in targeted economic clusters.
3. Leverage public and private partners and resources to locate qualified prospects.

C. RETENTION AND EXPANSION POLICY:

1. Greater Sacramento’s primary role is developing the Sacramento Region’s market intelligence strategy for high-wage, base industry clusters in coordination with representatives of local communities.
2. Both Parties understand that retention and expansion of existing businesses within communities is primarily a local issue, but Greater Sacramento will confidentially assist local leaders on these projects.
3. Greater Sacramento will support communities’ efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects, as requested by the local community.
4. Greater Sacramento will advise communities when an existing company contacts Greater Sacramento regarding a retention or expansion issue, subject to any legal and/or contractual non-disclosure obligations.

- D. ACTION PLANS:** In accordance with the Mission, Goals, and Retention and Expansion Policy set forth above and subject to the availability of adequate funding, Greater Sacramento shall implement strategic action plans adopted by its Board of Directors and Economic Development Directors Taskforce (EDDT). The Public Jurisdiction shall be entitled to provide input on these action plans through its participation in these advisory groups as specified in Sections III.A. and III.B. of this Agreement. The Public Jurisdiction acknowledges and agrees that Greater Sacramento may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel, or defer certain activities as required by a result of changing market conditions, funding availability, or other circumstances beyond Greater Sacramento's reasonable control.
- E. PERFORMANCE TARGETS:** Specific performance targets shall be established by Greater Sacramento's Board of Directors and shall be used to evaluate and report progress on Greater Sacramento's implementation of strategic action plans. Greater Sacramento will provide regular reports to the Public Jurisdiction detailing its progress in implementing such plans. As required by a result of changing market conditions, funding availability, or other circumstances beyond Greater Sacramento's reasonable control, these performance targets may be revised with the approval of the Board of Directors or a majority of the designated members of Greater Sacramento's EDDT.
- F. ECONOMIC DEVELOPMENT DIRECTORS TASKFORCE (EDDT):** Greater Sacramento will organize and lead the Economic Development Directors Taskforce (EDDT), which will develop and follow set protocol for issues such as: business attraction, retention, and expansion; external marketing and communications; and permitting streamlining. The Public Jurisdiction may appoint one representative to the taskforce as outlined in Section III.B. of this Agreement.

II. RESPONSIBILITIES OF THE PUBLIC JURISDICTION

- A. STAFF SUPPORT OF GREATER SACRAMENTO'S EFFORTS:** The Public Jurisdiction shall provide staff support to Greater Sacramento's economic development efforts as follows:
 1. The Public Jurisdiction shall respond to leads or prospects referred by Greater Sacramento in a professional manner within the time frame specified by the lead or prospect if the Public Jurisdiction desires to compete and if the lead is appropriate for the Public Jurisdiction. When possible, the Public Jurisdiction agrees to provide its response in the format developed jointly by Greater Sacramento and the EDDT.
 2. The Public Jurisdiction shall provide appropriate local hospitality, tours, and briefings for prospects visiting sites in the Public Jurisdiction.
 3. The Public Jurisdiction shall provide an official economic development representative to represent the Public Jurisdiction on the EDDT, which advises Greater Sacramento's President & CEO.
 4. The Public Jurisdiction shall cooperate in the implementation of Greater Sacramento/EDDT process improvement recommendations including presentation formats, exchange of information on prospects with Greater Sacramento staff, use

of shared data systems, land and building databases, and private sector real estate industry interfaces.

5. The Public Jurisdiction shall use its best efforts to respond to special requests by Greater Sacramento for specific information about the Public Jurisdiction within the time frame specified in such request.
6. In order to enable Greater Sacramento to be more sensitive and responsive to the Public Jurisdiction's requirements, the Public Jurisdiction shall, at its sole option, deliver to Greater Sacramento copies of any economic development strategies approved by the Public Jurisdiction, work plans, programs, and evaluation criteria. Greater Sacramento shall not disclose the information to outside parties.
7. The Public Jurisdiction shall use its best efforts to cause an economic development professional representing the Public Jurisdiction to attend all marketing events and other functions to which the Public Jurisdiction has committed itself.
8. The Public Jurisdiction agrees to work with Greater Sacramento to improve the Public Jurisdiction's competitiveness and market readiness to support the growth and expansion of targeted industries.

- B. RECOGNITION OF GREATER SACRAMENTO:** The Public Jurisdiction agrees to recognize Greater Sacramento as the Public Jurisdiction's officially designated regional economic development organization.

III. ADDITIONAL AGREEMENTS OF THE PARTIES

- A. BOARD OF DIRECTORS REPRESENTATION:** The Public Jurisdiction shall have a single voting representative on the Greater Sacramento Board of Directors so long as such Director will not cause Greater Sacramento to exceed the maximum number of authorized Directors. The Director under this paragraph shall be the highest-ranking non-elected official with the Public Jurisdiction. This highest-ranking non-elected official shall be permitted to delegate his or her position as Director to the highest-ranking elected official with the Public Jurisdiction to serve as an alternate to the Director, provided, however, that (a) in the case that the Public Jurisdiction is a county, the highest-ranking elected official may be any one of the county supervisors and need not be the chair of the county supervisors, and (b) in the case that the Public Jurisdiction is a city with a mayor elected by and from the city council members (and not a mayor that is elected as mayor by the voters), the highest-ranking elected official may be any one of the city councilmembers and need not be the then-current rotating mayor. Any such Director (the representative or his or her alternate) will be qualified to serve on the Board of Directors only if the Public Jurisdiction remains current on its annual contribution at an amount equal to or greater than its full formula allocation as determined from time to time by the Board of Directors and laid out in this contract in Section III.E.1., and as long as the Public Jurisdiction makes a long-term commitment to assist and carry out the mission and purpose of Greater Sacramento and fulfills the additional requirements set forth in this Agreement.
- B. ECONOMIC DEVELOPMENT DIRECTORS TASKFORCE (EDDT) REPRESENTATION:** The Public Jurisdiction shall also appoint one (1) economic development professional from its staff, local economic development partner organization, or other qualified community member, subject to the approval of Greater Sacramento, to

represent the Public Jurisdiction on Greater Sacramento's Economic Development Directors Taskforce (EDDT), which advises Greater Sacramento's President & CEO.

C. PARTICIPATION IN MARKETING EVENTS: Representative(s) of the Public Jurisdiction shall be entitled to participate in Greater Sacramento's marketing events provided that such participation shall not be at Greater Sacramento's expense.

D. PROVISION OF ASSISTANCE: When requested and appropriate, Greater Sacramento will use its best efforts to provide assistance and support to the Public Jurisdiction's economic development staff for business location prospects identified and qualified by the Public Jurisdiction and assist the Public Jurisdiction with presentations to prospects in the Public Jurisdiction or corporate locations.

E. COMPENSATION:

1. The Public Jurisdiction agrees to pay \$34,335 for services to be provided by Greater Sacramento pursuant to the Agreement during the fiscal year ending on June 30, 2025, as set forth in this Agreement. This amount is based on \$0.40 per capita applied to the Public Jurisdiction's population as reported in the 2023 population estimates from the California Department of Finance Demographic Research Unit, which listed the Public Jurisdiction as having a population of 85,837. Any adjustment to this formula shall be reviewed and approved by the Board of Directors and presented in writing to the Public Jurisdiction for approval.
2. Nothing herein shall preclude the Public Jurisdiction from contracting separately with Greater Sacramento for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the Public Jurisdiction and Greater Sacramento.
3. Greater Sacramento shall submit annual invoices to the Public Jurisdiction on or before July 1 each year. To allow the Public Jurisdiction to budget appropriately, Greater Sacramento shall submit to the Public Jurisdiction a letter indicating the rate structure and full contribution amount no later than May 1 each year. The Public Jurisdiction shall submit full payment within the first quarter of its fiscal year beginning July 1. The Public Jurisdiction is entitled to receive annual audit reports for Greater Sacramento and financial reports at Board of Directors meetings held at least four (4) times per year.

F. COOPERATION:

1. The purpose of this Agreement is to set forth the regional economic development program that Greater Sacramento agrees to undertake, the support that the Public Jurisdiction agrees to provide, the respective roles of Greater Sacramento and the Public Jurisdiction, and the payments of the Public Jurisdiction to Greater Sacramento for the fiscal year ending June 30, 2025.
2. The parties acknowledge that Greater Sacramento is a cooperative organization effort between Greater Sacramento and local communities. Accordingly, the Public Jurisdiction and Greater Sacramento covenant and agree to work together in a productive and harmonious manner, to cooperate in furthering Greater Sacramento's goals for the 2024/2025 fiscal year.

3. The Public Jurisdiction agrees to work with Greater Sacramento, as necessary or appropriate, to revise the performance measures, benchmarks, and/or goals for the FY 2024/2025 contract.

IV. GENERAL PROVISIONS

- A. **INDEMNIFICATION AND HOLD HARMLESS:** During the term of this Agreement, Greater Sacramento shall indemnify, defend, hold, protect, and save harmless the Public Jurisdiction and any and all of its elected officials, officers, and employees from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense, and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by Public Jurisdiction brought, made, filed against, imposed upon, or sustained by the Public Jurisdiction, its officers, or employees arising out of a third party action, suit, proceeding, claim or demand caused by the negligent performance of Greater Sacramento's obligations under this Agreement.

Any party entitled to indemnity shall promptly notify Greater Sacramento's President & CEO in writing of the existence of any claim, demand, or other matter to which Greater Sacramento's indemnification obligations would apply, shall investigate and mitigate the harm, and shall cooperate with and give to Greater Sacramento a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party. To the extent that notice is not timely provided to Greater Sacramento and Greater Sacramento is prejudiced thereby, Greater Sacramento's indemnification obligations shall be reduced accordingly.

Nothing in this Subsection A shall be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions, wrongful acts or willful misconduct of such indemnified party (including its officials, officers, employees and agents).

Greater Sacramento's aggregate liability arising out of or relating to this Agreement, regardless of the form of the cause of action, whether in contract, tort, statute or otherwise, shall be subject to the other terms of this Agreement and shall in no event exceed the amounts paid by the Public Jurisdiction to Greater Sacramento for services to be provided by Greater Sacramento pursuant to the Agreement during the fiscal year ending on June 30, 2024, as set forth in this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, to the full extent permitted by applicable law, Greater Sacramento shall not, under any circumstances, be liable for any claim for any consequential, incidental, indirect, punitive, exemplary or special damages of any nature whatsoever, or for any damages resulting from, arising out of, or in connection with any delays, loss of data, lost revenues, lost profits, interference, interruption of service, or loss of business or anticipatory profits, regardless of the form of action, whether in contract, tort, strict liability or otherwise.

- B. **INSURANCE:** Greater Sacramento shall procure and maintain for the duration of this Agreement, at Greater Sacramento's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by Greater Sacramento, its agents, representatives, employees, or contractors.

- C. EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this Agreement, Greater Sacramento will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex (including pregnancy, childbirth, and related medical conditions), sexual orientation and identity, national origin, ancestry, age, genetic information, citizenship, medical condition or illness, AIDS/HIV, ethnic background, physically or mentally disabled, retaliation, criminal record, military or veteran status, marital status, or political activities or affiliations, status as a victim of domestic violence, sexual harassment, assault, or stalking. Greater Sacramento also makes reasonable accommodations for handicapped and disabled employees. Finally, Greater Sacramento prohibits the harassment of any individual on any basis listed above, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and will not be tolerated.
- D. NONLIABILITY OF OFFICIALS AND EMPLOYEES:** No member, official, or employee of the Public Jurisdiction will be personally liable to Greater Sacramento, or any successor in interest, in the event of any default or breach by the Public Jurisdiction or for any amount which may become due to Greater Sacramento or successor, or on any obligation under the terms of this Agreement. No member, official, or employee of Greater Sacramento will be personally liable to the Public Jurisdiction, or any successor in interest, in the event of any default or breach by Greater Sacramento or for any amount which may become due to the Public Jurisdiction or successor, or on any obligation under the terms of this Agreement.
- E. NOTICE:** Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing or delivered by electronic transmission, as designated by each Party, using the contact information below. Notices or communications in writing shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties. Notices or communications may be delivered by electronic mail or facsimile, as designated by each Party, in a manner that creates a record that is capable of being retained, retrieved, and reviewed, and that may thereafter be rendered into clearly legible tangible form, unless or until either party revokes consent of use of that means of transmission for communications or either Party is unable to deliver communications by that means.

If to Greater Sacramento:
 Greater Sacramento Economic Council
 Attn: Chief Executive Officer
 400 Capitol Mall, Suite 2520
 Sacramento, CA 95814

If to the Public Jurisdiction:
 City of Citrus Heights
 Attn: City Manager
 6360 Fountain Square Drive
 Citrus Heights, CA 95621

- F. CONFIDENTIAL INFORMATION:** Both Parties agree, during the term of this Agreement and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the other Party, or to disclose to any person, firm, or corporation without the prior written authorization of either Party, any Confidential Information of either Party, except (i) as may be legally required to respond to a request pursuant to the California

Public Records Act (provided, however, the Parties acknowledge and agree that Greater Sacramento is not subject to the California Public Records Act), or (ii) in accordance with a judicial or governmental order, provided, however, that, to the extent reasonably possible, Public Jurisdiction shall give Greater Sacramento reasonable notice prior to making any such disclosure under (i) or (ii) above so Greater Sacramento may contest or seek a protective order (including, without limitation, a temporary restraining order) to prevent such disclosure if it so chooses, and provided further that Public Jurisdiction shall disclose only that portion of the Confidential Information that it is legally required to disclose. “Confidential Information” means any of Greater Sacramento/the Public Jurisdiction’s proprietary and/or confidential information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, client lists, markets, trade secrets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, billing, charging, or other business information disclosed to one Party by the other, either directly or indirectly, which is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Either Party may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with authorized personnel or authorized representatives or for any other purpose that either Party may hereafter authorize in writing; provided, however, that such authorized use does not create any license to use or disclose such Confidential Information except as explicitly granted by either Party. The Parties acknowledge that they are neither responsible nor liable for any business decisions made by the other Party in reliance upon any Confidential Information. The Parties make no representations or warranties, express or implied, with respect to the accuracy or completeness of the Confidential Information. The Parties agree that in the event of any breach or threatened breach of this Section, either Party may obtain, in addition to any other legal remedies, which may be available, such equitable relief as may be necessary to protect it against any such breach or threatened breach.

G. OWNERSHIP OF WORK PRODUCT: Public Jurisdiction acknowledges and agrees that all work product or deliverables prepared for, arising from, related to, or incorporated in the services to be provided by Greater Sacramento including, without limitation, all ideas, concepts, inventions, expressions, information, material, works of authorship, plans, programs, programming code, systems, work notes, drafts, specifications, design documents, flow charts, software programs, analyses, data, surveys, print copy, artwork, plates, photo negatives and positives, boards, preliminary outlines, sketches, letters, invoices, proposals, databases, and reports (collectively, “Work Product”) shall be owned solely and exclusively by Greater Sacramento, including without limitation, all corrections, modifications, and derivative works to such Work Product. The Work Product shall be considered Greater Sacramento’s Confidential Information.

H. REPRESENTATIONS AND WARRANTIES: The Parties each represent and warrant as follows:

1. Each Party has full power, authority, and right to perform its obligations under the Agreement.
2. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors’ rights generally and equitable remedies).

3. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party or any law applicable to a Party.

- I. **RELATIONSHIP OF THE PARTIES; BENEFICIARIES:** Nothing in this Agreement will be deemed to create an agency, employment, partnership, fiduciary or joint venture between the Parties. No Party (nor any agent or employee of that Party) shall make any representations or warranties or incur any liability on behalf of the other Party. There are no third-party beneficiaries of this Agreement.
- J. **MODIFICATIONS:** No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.
- K. **ASSIGNMENT:** This Agreement and the services contemplated hereunder are personal to Greater Sacramento and the Public Jurisdiction and neither Party shall have the right or ability to assign, transfer, or subcontract any rights or obligations under this Agreement without the advanced written consent of the other Party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.
- L. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California.
- M. **COUNTERPARTS/ELECTRONIC SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.
- N. **SEVERABILITY:** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- O. **ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS:** This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Public Jurisdiction or Greater Sacramento, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

The Agreement is executed as follows:

I, _____, acknowledge that I am the _____ of _____, _____, and as such officer, being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing as such officer.

_____, _____

By: _____

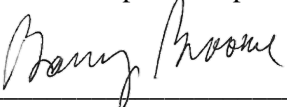
Date: _____

Attest:

Approved as to Form:

I, Barry Broome, acknowledge that I am the President & CEO of the Greater Sacramento Economic Council, a California nonprofit corporation, and as such officer, being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing as such officer.

GREATER SACRAMENTO ECONOMIC COUNCIL,
A California nonprofit corporation

By: 
Barry Broome, President & Chief Executive Officer

Date: _____



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: August 28, 2024

TO: Mayor and City Council Members

FROM: Kris Frey, Commander
Wesley Herman, Lieutenant
Ryan Jones, City Attorney

SUBJECT: **Ordinance of the City Council of the City of Citrus Heights Amending Citrus Heights Code Chapter 50 – Nuisances, Article III. – Camping, Sections 50-500 to 50-508**

Summary and Recommendation

Staff recommends the City Council move to introduce for a first reading, read by title only and waive the full reading, of Ordinance No. 2024-____ amending Citrus Heights Municipal Code Chapter 50 – Nuisances, Article III.- Camping, Sections 50-500 to 50-508.

If Council passes this motion, the proposed ordinance will be scheduled for second reading and adoption at the Council meeting on September 11, 2024, with an effective date 30 days thereafter.

City Council Strategic Goal/Objective

This staff report aligns with the following Citrus Heights City Council Strategic Plan Objectives:

Goal: Preserve and enhance public safety

Objective: Present ordinance options to the City Council that require property owners to provide written permission to individuals that are on private properties for non-commercial activities, individuals without written permission would be subject to a citation.

Fiscal Impact

This action has no direct fiscal impact to the General Fund. However, it is expected to have a positive fiscal impact to the General Fund by the reduction in cleanup and enforcement costs by the City's Beautification Crew and contract forces.

Subject: Ordinance of the City Council of the City of Citrus Heights Amending Citrus Heights Code Chapter 50 – Nuisances, Article III. – Camping, Sections 50-500 to 50-508

Date: August 28, 2024

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Background and Analysis

Over the past two years, significant progress has been made toward the Citrus Heights community's priority of improving community image, particularly through strategic goals and objectives focused on blight abatement and homelessness response and prevention. The City of Citrus Heights is dedicated to compassionately supporting unsheltered individuals and families while upholding our steadfast commitment to the health and safety of the entire community. The city's comprehensive approach combines supportive programming with law enforcement to maintain public safety. The city enforces laws related to illegal camping on public property, unlawful storage, dumping, and chronic nuisance offenses.

Unauthorized camping on private property remains a significant blight issue in the City. Over the past year, there has been a noticeable increase in the number of encampments on private land, which often lack essential services such as sanitation and waste disposal. These encampments have led to various public safety concerns, including an increase in drug use, property crimes, and other illicit activities that negatively impact the surrounding community.

Additionally, there has been a growing trend of individuals living in RVs, motorhomes, and trailers parked on private property without the owner's consent. This situation has resulted in neighborhood disturbances, safety concerns, and challenges for law enforcement in effectively protecting the rights of private property owners.

In response to these challenges, the City recognizes the need to amend its existing camping ordinance. The proposed changes aim to address these issues by implementing more stringent regulations on camping on private property, thereby protecting the community's overall quality of life and ensuring the safety and well-being of all residents.

In an effort to address unlawful camping within the City, and in light of the recent United States Supreme Court decision in *Grants Pass v. Johnson* (“*Grants Pass*”) that overturned *Martin v. Boise* (“*Martin*”), a review and revision of the City’s existing camping ordinance is necessary. Following the decision in *Grants Pass*, Governor Gavin Newsom issued Executive Order N-1-24 (“*Order*”) directing agencies and departments to adopt policies “generally consistent” with California Department of Transportation’s Maintenance Policy Directive 1001-R1 (“1001-R1”) and to “prioritize efforts” to address encampments consistent with said policy. The Order further stated that local governments are encouraged to adopt policies consistent with the Order. The proposed revisions are consistent with the sections of 1001-R1 pertaining to the handling and removal of personal property, while incorporating some of the health and safety considerations to the restrictions on camping on private property. The revised ordinance does not expressly adopt all of 1001-R1.

In order to expeditiously address the health and safety hazards and other issues related to unlawful camping specific to the City, the camping ordinance and the authorities therein require expansion and further clarification. The existing camping ordinance largely has not been updated since 2008, and warrants some revisions based on changed circumstances and updates in the law. Accordingly,

Subject: Ordinance of the City Council of the City of Citrus Heights Amending Citrus Heights Code Chapter 50 – Nuisances, Article III. – Camping, Sections 50-500 to 50-508

Date: August 28, 2024

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the proposed revisions broaden the definition of “camping” to include the use of vehicles as defined by the California Vehicle Code, provide for enforcement of the camping ordinance on private property, and distinguish the handling of abandoned and unabandoned personal property for purposes of the Fourteenth Amendment – as acknowledged as an area of concern in *Grants Pass* and other California cases involving the seizure and discarding of personal property within the unhoused population.

As it pertains to camping in vehicles, the existing ordinance is silent and did not contemplate the use of vehicles used for camping purposes. This proposed ordinance would squarely address camping in vehicles. As the use of vehicles and recreational vehicles within the unhoused community has greatly increased over the years since the *Martin* case, it is imperative that the camping ordinance be revised to address this growing trend. As such, the proposed revision expands the definition of what is considered “camping facilities” to include any vehicle, motor vehicle, or recreational vehicle, along with any other temporary shelter or movable structure used for human occupancy. Vehicular camping on private property without owner permission creates unsafe conditions, leaving behind debris, drug paraphernalia, and unsanitary waste. This situation burdens residents, property owners, and city services. Extended camping also leads to issues like power mismanagement, fire hazards, and excessive trash, posing public health risks. The proposed ordinance aims to enhance public safety and improve community image, aligning with approaches taken by other jurisdictions.

As it pertains to camping on private property, the existing ordinance is not specific as to duration of time and under what circumstances camping on private property is permitted. The proposed revisions address the ambiguities while establishing a standard of proof of authorization that gives law enforcement the investigative guidelines to swiftly address potential trespassers on private property. Furthermore, by requiring proof of express written authorization by the “record owner(s),” the proposed revision makes it more efficient for law enforcement to verify the veracity of any claim that the owner gave consent or that the person(s) camping on the property is the owner by doing a simple title search.

Lastly, the existing ordinance does not distinguish between abandoned property and unabandoned property. The Courts in *Grants Pass* and other California cases related to seizure of personal property from homeless encampments recognize that unhoused persons have a Constitutionally protected right under the Fourth and Fourteenth Amendment to not have their personal property seized and summarily discarded. Review of the relevant case law and 1001-R1 provide guidance on how to distinguish between abandoned property and unabandoned property, and the factor-based analysis required to determine when property can be summarily discarded without running afoul of an individual’s Constitutional rights. The proposed revision to the unlawful storage provision was drafted to be consistent with the case law reviewed and 1001-R1.

The City Council’s adoption of this ordinance is not a “project” pursuant to Public Resources Code Section 210065, the provisions of the California Environmental Quality Act (“CEQA”) (California Public Resources Code Section 21000 et seq.) and State CEQA Guidelines (Section 1500 et seq., Title 14 of the California Code of Regulations), and is exempt from the provisions of CEQA pursuant to Guidelines Sections 1561(b)(3) (because it can be seen with certainty that the adoption

Subject: Ordinance of the City Council of the City of Citrus Heights Amending Citrus Heights Code Chapter 50 – Nuisances, Article III. – Camping, Sections 50-500 to 50-508

Date: August 28, 2024

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of this Ordinance will not have an effect on the environment) and 15321 (enforcement actions by regulatory agencies).

Attachments

- (1) Ordinance of the City Council of the City of Citrus Heights Amending Citrus Heights Code Chapter 50 – Nuisances, Article III. – Camping, Sections 50-500 to 50-508.

ORDINANCE NO. 2024-__

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS
AMENDING CHAPTER 50, ARTICLE III OF THE CITRUS HEIGHTS MUNICIPAL
CODE RELATING TO CAMPING**

The City Council of the City of Citrus Heights does ordain as follows:

The provisions of Chapter 50, Article III of the City of Citrus Heights Code are amended, as follows:

SECTION 1. Amendment. Section 50-500 of the Citrus Heights Code is hereby amended to read as set forth below:

Sec. 50-500 Purpose. The purpose of this article is to maintain public and private property, whether paved or unpaved, within the city in a clean, sanitary and accessible condition and to adequately protect the health, safety and public welfare of the community from the hazards associated with unpermitted or unauthorized camping, while recognizing that, subject to reasonable conditions, camping and camp facilities associated with special events can be beneficial to the cultural and educational climate in the city. The public property, including but not limited to streets, sidewalks or walkways, within the city should be readily accessible, available and free from obstruction to all residents and the public at large. The use of these areas for camping purposes or storage of personal property interferes with the rights of others to use these areas for which they were intended. Such activity can jeopardize the health, safety and welfare of others in such a way that adversely impacts neighborhoods, public and private property and general welfare of the city. Camping on private property without the express written consent of the record owner(s) and proper sanitary measures can adversely affect the rights of property owners as well as jeopardize the health, safety, and welfare of the community.

SECTION 2. Amendment. Section 50-501 of the Citrus Heights Code is hereby amended to read as set forth below:

Sec. 50-501 Definitions. As used in this article, the following terms or phrases shall have the indicated meanings:

“*Camp*” means to pitch or occupy camp facilities; to use camp paraphernalia.

“*Camp facilities*” include, but are not limited to, tents, huts, any vehicle, motorhome, recreational vehicle, vehicle camping trailers or outfits, or any other temporary shelter or movable structure used for human occupancy.

“*Camp paraphernalia*” includes, but is not limited to, bed rolls, tarpaulins, cots, beds, sleeping bags, mattresses, hammocks, cooking facilities, or any other similar equipment that can be used to facilitate camping within the meaning of this article.

“*Personal property*” as used in this article refers to all non-real property, including but not limited to camp facilities, camp paraphernalia, or any temporary, unpermitted temporary shelter or movable structure.

“*Vehicle*” for purposes of this article shall be defined by Section 670 of the California Vehicle Code.

SECTION 3. Amendment. Section 50-502 of the Citrus Heights Code is hereby amended to read as set forth below:

Sec. 50-502 Unlawful Camping. It shall be unlawful for any person to camp, pitch or occupy camp facilities or use camp paraphernalia in the city, whether on public or private property, whether paved or unpaved, except as expressly permitted or authorized by this article.

SECTION 4. Amendment. Section 50-503 of the Citrus Heights Code is hereby amended to read as set forth below:

Sec. 50-503 Camping on public property.

- (a) Except as may be permitted or authorized by the city, it is unlawful to camp, pitch or occupy camp facilities or use camp paraphernalia upon any public property, including, without limitation, streets, easements, parks, dump sites, creek beds, electric utility substations, parking lots, or corporation yards. No person shall set up any camping facility, or any other temporary shelter or movable structure for the purpose of camping, nor shall any person leave in any such place any movable structure or vehicle of any type to be used or that could be used for such a purpose.
- (b) It is unlawful for any person to sleep in any camping facility, vehicle, motorhome, recreational vehicle, or vehicle camping trailers or outfits parked on the public street, alley way, or parking area, or any privately owned parking area used for the parking of customers of any business enterprise without the express written consent of the record owner of such business enterprise.
- (c) Exceptions. This section shall not apply in the following situations:
 - 1. On public property specifically designated by the city and clearly marked for public camping purposes.
 - 2. In conjunction with events authorized and expressly provided for in a special event or temporary use permit issued by the city.

SECTION 6. Amendment. Section 50-504 of the Citrus Heights Code is hereby added to read as set forth below:

Sec. 50-504 Camping on private property.

- (a) Except as otherwise provided in this section, it is unlawful to camp, pitch or occupy camping facilities upon private property within the city. No person shall set up any camping facility, or any other temporary shelter or movable structure for the purpose of camping, nor shall any person leave upon any private property any temporary structures, movable structures or vehicle, of any type, to be used or that could be used for such a purpose.

(b) Exceptions. This section shall not apply to persons camping, with sanitary conditions and proper waste disposal in compliance with applicable state and local laws, in the following situations:

1. Persons camping upon their own land or camping with the record owner(s) of the land, for not more than 72 consecutive hours in duration, and not to occur more than three times per calendar year.
2. Persons camping with the express written consent of the record owner(s) of the land, for not more than 72 consecutive hours in duration, and not to occur more than three times per calendar year, provided that such express written consent is in the persons possession at the time and is shown upon demand of any enforcement officer.
3. Persons lawfully camping within campgrounds or trailer parks approved by the city.

SECTION 7. Amendment. Section 50-505 of the Citrus Heights Code is hereby amended to read as set forth below:

Sec. 50-505 Unlawful storage of personal property in public places. It shall be unlawful for any person to store or leave unattended personal property, including but not limited to camp facilities and camp paraphernalia on public property, unless such storage or unattended personal property is expressly authorized and is used in conjunction with a permitted camping activity or special event under this article. Unattended personal property with no clear owner(s), responsible person(s), or clue to ownership to said personal property can be summarily discarded if the City, having exercised reasonable diligence to determine ownership, objectively believes, based on the totality of the circumstances, the property to be abandoned or a threat to health and safety. Unabandoned property may be seized by the City and stored consistent with City's policies and procedures, if safe to do so.

SECTION 8. Amendment. Section 50-506 of the Citrus Heights Code is hereby amended to read as set forth below:

Sec. 50-506 Public nuisance declared. Any campsite established in violation of this article is declared to be a public nuisance, and the city is authorized to abate the nuisance and summarily remove all camp facilities, camp paraphernalia or any other personal property that pose any health and safety risk or danger, including but not limited to risk of fire, contributes to unsanitary conditions, or may result in contamination or obstruction of public property, as authorized by law.

SECTION 9. Amendment. Section 50-507 of the Citrus Heights Code is hereby amended to read as set forth below:

Sec. 50-507 City manager administrative authority. The city manager or his/her designee shall develop and adopt administrative regulations that are consistent with the terms and prohibitions of this article. This shall include all policies and procedures for the abatement of unlawful camping, including the policies and procedures

for ensuring safe and prompt removal of the nuisance while meeting procedural safeguards required by city, state or federal law.

SECTION 10. Amendment. Section 5-508 of the Citrus Heights Code is hereby amended to read as set forth below:

Sec. 50-508. Penalty. Any person who violates the provisions of this section may be subject to any of the following legal enforcement remedy, including but not limited to: Criminal prosecution of a misdemeanor or infraction, civil action, including injunctive relief, administrative enforcement actions, including administrative citation, and/or revocation of a use permit, if applicable. These remedies shall be in addition to any other remedy authorized by law.

SECTION 11. CEQA.

The action being considered by the City Council is an administrative activity of government that will not result in a direct or indirect physical change in the environment. The City Council finds pursuant to the provisions of the California Environmental Quality Act (“CEQA”) (California Public Resources Code Section 21000 et seq.) and State CEQA Guidelines (Section 1500 et seq., Title 14 of the California Code of Regulations) and determines that this Ordinance is not a “project” pursuant to Public Resources Code Section 210065, and that it is exempt from the provisions of CEQA pursuant to Guidelines Sections 15061(b)(3) (because it can be seen with certainty that the adoption of this Ordinance will not have an effect on the environment) and 15321 (enforcement actions by regulatory agencies);

SECTION 12. 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 13. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption, provided it is published in full or in summary within fifteen (15) days of its adoption, in a newspaper of general circulation published and circulated in the City of Citrus Heights.

PASSED AND ADOPTED by the City Council of the City of Citrus Heights this _____ day of _____ 2024 by the following vote:

| | |
|-----------------|-------------------------|
| AYES: | Council Members: |
| NOES: | Council Members: |
| ABSENT: | Council Members: |
| ABSTAIN: | Council Members: |

Bret Daniels, Mayor

ATTEST:

Amy Van, City Clerk