



## AGENDA

September 14, 2023

### CITY OF CITRUS HEIGHTS CITY COUNCIL

#### 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 to 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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September 14, 2023 City Council Meeting Agenda Packet

Documents:

CALL REGULAR MEETING TO ORDER

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

APPROVAL OF AGENDA

PUBLIC COMMENT

PRESENTATIONS

4. Proclamation Of The City Of Citrus Heights Proclaiming September 2023 As "Deaf And Hard Of Hearing Awareness Month"
5. Proclamation Of The City Of Citrus Heights Recognizing September 2023 As "Prostate Cancer Awareness Month"
6. Proclamation Of The City Of Citrus Heights Proclaiming September 17-23, 2023, As "National Forensic Science Week"

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.

7. SUBJECT: Approval Of Minutes  
RECOMMENDATION: Approve the Minutes of the Meeting of August 10, 2023
8. SUBJECT: Second Reading – Citrus Heights Ordinance Amendments Regarding Penalty Provisions To Sections 50-507, 50-605, 78-53 And 98-132  
STAFF REPORT: J. Russo / R. Jones  
  
RECOMMENDATION: Adopt Ordinance No. 2023-004 an Ordinance of the City of Citrus Heights Amending Sections 50- 507, 50- 605, 78- 53 and 98- 132 of the Citrus Heights Municipal Code
9. SUBJECT: Request The Renewal Of The City's Microsoft Enterprise Agreement  
STAFF REPORT: S. Talwar / R. Miller  
  
RECOMMENDATION: Adopt Resolution No. 2023-\_\_\_ a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Contract with Microsoft for the Renewal of the City's Microsoft Enterprise Agreement
10. SUBJECT: Roseville Road / Butternut Drive And Systemic Signalized Intersection Improvements Project – HSIPSL-5475(050) Award Of Professional Engineering Services Agreement

STAFF REPORT: R. Cave / L. Blomquist / D. Kehrer

RECOMMENDATION: Adopt Resolution No. 2023- \_\_\_\_ a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement for Professional Services with Kimley-Horn and Associates, Inc. for the Roseville Road / Butternut Drive and Systemic Signalized Intersection Improvements Project

**11. SUBJECT: Arcade-Cripple Creek Trail Project Finding Of Necessity Pursuant To Public Contract Code Section 4109**

STAFF REPORT: R. Cave / L. Blomquist

RECOMMENDATION: Adopt Resolution No. 2023- \_\_\_\_ a Resolution of the City Council of the City of Citrus Heights, California, Determining the Addition of a Subcontractor to the Arcade-Cripple Creek Trail Project is a "Public Necessity" Under Public Contract Code 4109

**12. SUBJECT: Police Fleet Acquisition**

STAFF REPORT: A. Turcotte / K. Frey / C. Kinnan

RECOMMENDATION: Adopt Resolution No. 2023- \_\_\_\_ a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the Acquisition of Police Fleet Vehicles

**REGULAR CALENDAR**

**13. SUBJECT: Resolution Authorizing The City Manager To Execute A Memorandum Of Understanding Between The Sacramento County Department Of Homeless Services And Housing And The City Of Citrus Heights**

STAFF REPORT: C. Kempenaar / N. Piva / A. Turcotte / J. Russo

RECOMMENDATION: Adopt Resolution No. 2023- \_\_\_\_ a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Memorandum of Understanding Between the Sacramento County Department of Homeless Services and Housing and the City of Citrus Heights

**14. SUBJECT: Allocation Of Fiscal Year 2023/2024 Community Support Funding**

STAFF REPORT: M. Huber / C. Riddle

RECOMMENDATION: Adopt Resolution No. 2023- \_\_\_\_ a Resolution of the City Council of the City of Citrus Heights, California Approving Community Support Funding Award Allocations for Fiscal Year 2023/2024

**15. SUBJECT: Adoption Of Objective Design And Development Standards For The Auburn Boulevard Special Planning Area**

STAFF REPORT: C. Kempenaar / A. Bermudez

RECOMMENDATION: Adopt Resolution No. 2023- \_\_\_\_ a Resolution Adopting Objective Design Standards for the Review of Qualifying Multi-family and Residential Mixed-use Development within the Boulevard Plan Area and finding the Guidelines are exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)

(3)

#### DEPARTMENT REPORTS

16. SUBJECT: Update On The Sunday Funday Event To Be Held On September 24, 2023

DEPARTMENT: General Services

17. SUBJECT: Fleet Status Update

DEPARTMENT: Police Department

#### CITY MANAGER ITEMS

#### ITEMS REQUESTED BY COUNCIL MEMBERS / FUTURE AGENDA ITEMS

#### ADJOURNMENT



**CITY OF CITRUS HEIGHTS  
CITY COUNCIL  
Regular Meeting of Thursday, September 14, 2023  
City Hall Council Chambers, 6360 Fountain Square Dr., Citrus Heights, CA  
Regular Meeting 6:00 p.m.**

**HOW TO PARTICIPATE:**

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September 8, 2023

  
\_\_\_\_\_  
Amy Van, City Clerk

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**REGULAR CITY COUNCIL MEETING**  
**6:00 PM****CALL REGULAR MEETING TO ORDER**

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

**APPROVAL OF AGENDA****PUBLIC COMMENT****PRESENTATIONS**

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**COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES****CONSENT CALENDAR**

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**DEPARTMENT REPORTS**

16.    **SUBJECT:** Update on the Sunday Funday Event to be held on September 24, 2023  
          **DEPARTMENT:** General Services
17.    **SUBJECT:** Fleet Status Update  
          **DEPARTMENT:** Police Department

**CITY MANAGER ITEMS**

**ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS**

**ADJOURNMENT**

**CITY OF CITRUS HEIGHTS  
CITY COUNCIL  
MINUTES  
Regular Meeting of Thursday, August 10, 2023  
City Hall Council Chambers  
6360 Fountain Square Drive, Citrus Heights, CA**

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**ITEM 7**

**CALL REGULAR MEETING TO ORDER**

The regular meeting was called to order at 6:00 p.m. by Mayor Schaefer.

1. The Flag Salute was led by Vice Mayor Daniels.
2. Roll Call: Council Members present: Karpinski-Costa, Lopez-Taff, Middleton, Daniels, Schaefer  
Council Members absent: None  
Staff present: Feeney, Jones, Russo, Turcotte, Van and department directors.
3. The video statement was read by City Clerk Van.

**APPROVAL OF AGENDA**

**ACTION:** On a motion by Council Member Karpinski-Costa, seconded by Council Member Middleton, the City Council approved the agenda.

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

**PUBLIC COMMENT**

City Clerk Van read the following written public comment submitted by Rick Hodgkins, "I want to start off my comments by saying that I have Covid and therefore could not make it to tonight's meeting so I wish that this was being streamed on zoom. My comments are the following. About five days ago, back on Saturday, August 5, I was crossing eastbound on sunrise to go to Leatherby's to use my free Sunday coupon I collected from last months, city scoop, that which I may not be able to attend this month. As I was crossing east on sunrise, a driver in a white BMW had the nerve to block the crosswalk at the other end of it. Me being a blind person, he's lucky I wasn't angry enough to smack his windshield with my cane! Instead, someone else saw the whole thing, and that they were able to come in help me out. But that this should not be happening. There needs to be something at the intersection, even if lights are out, to tell drivers to yield , outside of a crosswalk before they enter it! Furthermore, as a person that is blind, I would take note and report, Orange Grove Avenue as well as an El Camino Ave. in Juan Avenue, that they have a talking signal, that, when pressed on an arrow button, it will say, "wait to cross college Oak Drive at Orange Grove Avenue." the pedestrian control signals on El Camino near watt do the same thing. And then the chirping signal is very loud and loud enough so blind person like myself can hear it. Thank you, that is all."

Anjani Amladi addressed the Council regarding a neighbor that parks their vehicle in a no parking zone, which obstructs the view of the road and oncoming traffic, thus creating a safety issue. She stated she spoke with City staff and thanked them for responding to her concerns.

**PRESENTATIONS**

4. Proclamation Honoring Chris Myers on the Occasion of His Retirement from the City of Citrus Heights

Council Member Middleton read the proclamation. Chris Myers was unable to attend the meeting to accept the proclamation.

**COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES**

Council Member Karpinski-Costa provided a report from the Sacramento Transportation Authority Board meeting. She participated in National Night Out. She attended the Elected Officials Reception hosted by the Citrus Heights Chamber of Commerce. She provided an update from the Sacramento-Yolo Mosquito and Vector Control District.

Council Member Middleton reminded residents to be mindful of the speed limit in school zones. She also noted SMUD is holding a public hearing regarding proposed rate increases.

Council Member Lopez-Taff attended the grand opening for NewSongs. She participated in National Night Out. She provided a report from the Homeless Policy Commission meeting. She attended a five Chamber of Commerce luncheon, a partnership with the Citrus Heights Chamber and other neighboring local chambers. She also attended the Sunrise MarketPlace Board meeting.

Vice Mayor Daniels reminded residents to be careful as children are returning to school. He attended the Citrus Heights Chamber of Commerce luncheon. He attended the Sunrise MarketPlace Board meeting. He participated in National Night Out. He attended the grand opening for NewSongs. He announced the next City Scoop event will be held on August 16, 6:30 p.m. at the Sylvan Community Center.

Mayor Schaefer participated in National Night Out. He attended the grand opening for Miller's Ace Hardware. He provided an update from the Sacramento Area Council of Governments Policy and Innovation Committee meeting. He stated the Sacramento Valley Manufacturing Alliance has a new competency-based apprenticeship program. He reminded the public the next City Scoop event will be held on August 16, 6:30 p.m. at the Sylvan Community Center.

**CONSENT CALENDAR**

5. **SUBJECT:** Approval of Minutes  
**RECOMMENDATION:** Approve the Minutes of the Meeting of July 27, 2023
6. **SUBJECT:** Quarterly Treasurer's Report  
**STAFF REPORT:** S. Talwar / A. Preciado  
**RECOMMENDATION:** Receive and file the Quarterly Treasurer's Report for the quarter ending June 30, 2023
7. **SUBJECT:** Various Signalized Intersection Safety Improvements Project – Final Acceptance and Notice of Completion – City PN 20-17-003  
**STAFF REPORT:** R. Cave / L. Blomquist

**RECOMMENDATION:** Adopt Resolution No. 2023-078, a Resolution of the City Council of the City of Citrus Heights, California, Accepting the Various Signalized Intersection Safety Improvements Project as Complete and Authorizing the City Engineer to Record a Notice of Completion

**ACTION:** On a motion by Council Member Karpinski-Costa, seconded by Vice Mayor Daniels, the City Council adopted Consent Calendar Items 5, 6 and 7.

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

## **REGULAR CALENDAR**

8. **SUBJECT:** Police Officers Assigned to Schools Discussion  
**STAFF REPORT:** A. Turcotte / C. Kinnan  
**RECOMMENDATION:** Receive staff presentation and provide further direction if needed

Police Chief Turcotte reported in March 2023, Council requested staff research the feasibility and cost of returning school resource officers to the two high schools in Citrus Heights. The overall start-up costs to return two officers to the high schools is approximately \$250,000 for equipment and officers. The annual cost would be approximately \$340,000 for salary, equipment and maintenance.

Mike Jones, Director of Safe Schools for the San Juan Unified School District presented an overview of the District's Safe Schools program. The program objectives include supporting development of comprehensive school safety plans, providing critical response in areas of threat assessment and critical incident management, and assisting with student behavior crisis, violations of rules/policies and disruptions affecting the safety of the site. He explained the District has Community Safety Specialists assigned to zones and Citrus Heights has one primary Specialist acting as the lead for all 12 school sites that is supported by two additional safety specialists.

Daniel Thigpen, Executive Director of Labor and Government Affairs for the San Juan Unified School District reported 24 schools in the District have had their fencing updated and 12 additional school sites have been identified for fencing in Fiscal Year 2023-24. Additional safety measures include the purchase and installation of door locking mechanisms and other safety related items. The District has allocated approximately \$833,000 to create 10.1 new full-time positions in Citrus Heights schools.

Council questions and comments followed.

Vice Mayor Daniels recommended that a discussion item be brought back at a future Council meeting for consideration to fund two police officers, one at each high school in Citrus Heights, and that the Council consider funding with General Fund dollars.

Mayor Schaefer seconded Vice Mayor Daniel's recommendation.

9. **SUBJECT:** Designation of Voting Delegate and Alternate(s) for the League of California Cities Annual Conference  
**STAFF REPORT:** A. Van

**RECOMMENDATION:** Make a motion to designate a voting delegate and alternate(s) to participate at the Annual Business Meeting on September 22, 2023 during the Cal Cities Annual Conference

City Clerk Van presented the staff report.

**ACTION:** On a motion by Vice Mayor Daniels, seconded by Mayor Schaefer, the City Council appointed Council Member MariJane Lopez-Taff as the voting delegate and Mayor Tim Schaefer as the alternate voting delegate.

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

10. **SUBJECT:** Citrus Heights Ordinance Amendments Regarding Penalty Provisions to Sections 50-507, 50-605, 78-53 and 98-132

**STAFF REPORT:** J. Russo / R. Jones

**RECOMMENDATION:** Introduce for a First Reading, read by title only, and waive the full reading of Ordinance No. 2023-\_\_\_\_ An Ordinance of the City Council of the City of Citrus Heights Amending Sections 50-507, 50-605, 78-53 and 98-132 of the Citrus Heights Municipal Code

Police Commander Russo reported the item is to amend various sections of the Municipal Code to provide the City with an alternative avenue to hold people accountable for some violations of the City's Code and also make them consistent with other sections of the Code. The modifications provide the option to reduce certain violations to an infraction or a civil action, rather than just a misdemeanor.

**ACTION:** On a motion by Vice Mayor Daniels, seconded by Council Member Lopez-Taff, the City Council introduced for a First Reading, read by title only, and waive the full reading of Ordinance No. 2023-\_\_\_\_ An Ordinance of the City Council of the City of Citrus Heights Amending Sections 50-507, 50-605, 78-53 and 98-132 of the Citrus Heights Municipal Code.

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

## **DEPARTMENT REPORTS**

None

## **CITY MANAGER ITEMS**

City Manager Feeney announced the City has shared information on social media and the website regarding the hiring of new Metro Fire Chief Adam House. He provided highlights from National Night Out. He announced the next City Scoop event will be held on August 16, 6:30 p.m. at the Sylvan Community Center. He also announced the Sunday Funday event to be held on September 24, from 11 a.m. to 3 p.m. at Rusch Park. He commented on the Police Department's Oath of Office Ceremony held on August 8. He acknowledged the loss of Police Dispatcher Katie Vryheid who passed away unexpectedly on August 3, 2023.



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**ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS**

None

**ADJOURNMENT**

Mayor Schaefer adjourned the regular meeting at 7:25 p.m. in honor of Citrus Heights Police Dispatcher Katie Vryheid.

Respectfully submitted,

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Amy Van, City Clerk



# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT MEMORANDUM

**DATE:** September 14, 2023

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

**FROM:** Jason Russo, Police Commander  
Ryan Jones, City Attorney

**SUBJECT:** **Second Reading – Citrus Heights Ordinance Amendments Regarding Penalty Provisions to Sections 50-507, 50-605, 78-53 and 98-132**

### **Summary and Recommendation**

On August 10, 2023, the City Council introduced, read by title only, and waived the first full reading of an Ordinance amending Sections 50-507, 50-605, 78-53 and 98-132 of the Citrus Heights Municipal Code. We are recommending the language under penalties or enforcement in several municipal code sections be amended to the following:

*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.*

By amending this language in certain Sections of the Citrus Heights Municipal Code, it provides available options to reduce certain violations to infractions or administrative action when appropriate.

The background materials associated with this item are contained in the [August 10, 2023 City Council Meeting Staff Report](#), available on the City's website.

Staff recommends the City Council adopt Ordinance No. 2023-004, an Ordinance of the City Council of the City of Citrus Heights Amending Sections 50-507, 50-605, 78-53 and 98-132 of the Citrus Heights Municipal Code.

### **Fiscal Impact**

There is no fiscal impact associated with this item.

**Subject: Ordinance Amendments and Updates**

**Date: September 14, 2023**

**Page 2 of 2**

**Attachments**

(1) Ordinance No. 2023-004 Amendments to Citrus Heights Municipal Code

**ORDINANCE NO. 2023-004****AN ORDINANCE OF THE CITY OF CITRUS HEIGHTS AMENDING SECTIONS 50-507, 50-605, 78-53 AND 98-132 OF THE CITRUS HEIGHTS MUNICIPAL CODE**

**WHEREAS**, safety and security are a community and City Council priority and the City desires to maintain order, and entice economic development; and

**WHEREAS**, the City has developed a “Citrus Heights Cares” campaign and community collaboration with “See Click Fix”, and the Beatification Crew

**WHEREAS**, the proposed amendments to the municipal code provide consistent language for nuisance related violations

**WHEREAS**, the penalties for amended Citrus Heights Municipal Codes will provide additional avenues to hold those violating the Municipal Code accountable

**NOW THEREFORE**, the City Council of the City of Citrus Heights does ordain as follows:

The provisions of Chapter 50 “Nuisances” of the City of Citrus Heights Code are amended, as follows:

**SECTION 1. Amendment.** Section 50-507 of the Citrus Heights Code is hereby amended to read as set forth below:

**50-507 PENALTY.** ~~Any person who violates this article is guilty of a misdemeanor, punishable by a fine of not more than \$500.00 and/or imprisonment not to exceed six months. This article may also be enforced via administrative or civil actions as authorized by the Municipal Code.~~

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 2. Amendment.** Section 50-605 of the Citrus Heights Code is hereby amended to read as set forth below:

**50-605 PENALTY.** ~~Violation of this article is a misdemeanor, punishable by a fine of not more than \$500.00 and/or imprisonment not to exceed six months. This article may also be enforced via administrative or civil actions as authorized by the Municipal Code.~~

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.

The provisions of Chapter 78 “Streets, Sidewalks, and Other Public Places” of the City of Citrus Heights Code are amended, as follows:

**SECTION 3. Amendment.** Section 78-53 of the Citrus Heights Code is hereby amended to read as set forth below:

**78-53 PENALTY.** ~~(a) Violation of this article is a misdemeanor.~~

~~(b) Nothing in this article in any way limits or precludes the enforcement of any other applicable laws, or any other remedy that may be available to the city for violations of this article.~~

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.

The provisions of Chapter 98 “Utilities” of the City of Citrus Heights Code are amended, as follows:

**SECTION 4. Amendment.** Section 98-132 of the Citrus Heights Code is hereby amended to read as set forth below:

**78-53 PENALTY.** ~~Any person violating this article is guilty of a misdemeanor and, upon conviction thereof, shall be punished as provided in section 1-21.~~

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 5. 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 6. 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 after its passage, in a newspaper of general circulation and circulated in the City of Citrus Heights.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights this 14<sup>th</sup> day of September 2023 by the following vote:

<b>AYES:</b>	<b>Council Members:</b>
<b>NOES:</b>	<b>Council Members:</b>
<b>ABSENT:</b>	<b>Council Members:</b>
<b>ABSTAIN:</b>	<b>Council Members:</b>

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**Tim Schaefer, Mayor**

**ATTEST:**

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**Amy Van, City Clerk**



# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT MEMORANDUM

**DATE:** September 14, 2023

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

**FROM:** Susan Talwar, Administrative Services Director  
Robert Miller, Information Technology Manager

**SUBJECT:** Request the Renewal of the City's Microsoft Enterprise Agreement

### **Summary and Recommendation**

The City's current Microsoft Enterprise Agreement (EA) expired on July 31, 2023, and needs renewal. The proposed Microsoft EA migrates the City to an Office 365 subscription-based software, away from the legacy Microsoft Office on-premise licensing model.

Staff recommends that the City Council adopt Resolution No. 2023\_\_\_\_\_ a resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to execute a contract with Microsoft for the renewal of the City's Microsoft Enterprise Agreement.

### **Fiscal Impact**

There is no additional fiscal impact as the annual payment of \$139,989.57 is included in the FY 2023/24 and FY 2024/25 budget in Information Technology (I.T.).

### **Background and Analysis**

A Microsoft Enterprise Agreement (EA) governs the City's use of Microsoft products. These products range from Microsoft Office (Word, Excel, PowerPoint, Outlook, etc.) to various behind-the-scenes software like SQL and Windows Server. Every day, City staff rely upon these products to accomplish their work on behalf of Citrus Heights residents and businesses.

Over the last decade, Microsoft has moved the Microsoft Office product line to a cloud-based subscription, focusing less and less on its on-premise solution. As part of the City's efforts to modernize its computing infrastructure, improve collaboration with local agencies/partners, reduce software redundancy, and improve security, the City will be moving from its on-premise Microsoft Office licensing to a Microsoft 365 E3 with G5 Security subscription. Attachment 1

**Subject: Request the Renewal of the City's Microsoft Enterprise Agreement****Date: September 14, 2023****Page 2 of 3**

provides a broad overview of the products and services included in this subscription. Summarized below are a few benefits this plan will bring to the City's technology landscape.

**Collaboration**

Collaboration has changed; it's no longer just emailing a document and tracking changes. Users expect to share information with partners and vendors as quickly as they would with co-workers. Microsoft Office 365 enables this type of collaboration through the following services and features:

- Microsoft OneDrive  
Allows staff to share files with other staff, external agencies, and citizens.
- Microsoft Teams  
Application that allows real-time collaboration, organization chat, and online meetings.
- SharePoint Online  
Online portals to share and manage organizational and/or team-based information.

In addition to collaboration, the Microsoft Azure Government tenet allows us to access external and internal systems using single sign-on, making access to these systems easier to access, maintain, and secure.

**Security**

Every day, we hear of government agencies becoming victims of ransomware attacks. This year alone, experts expect cyber-attacks to occur every 11 seconds. While the City has already taken necessary steps to protect itself through a layered system of security measures, it is essential that we continuously improve our security posture. The Microsoft 365 subscription includes several features that enhance the security of City systems. Some of the improvements include:

- Microsoft Defender for Office 365  
A cloud-based tool that helps protect our email and internal systems from malware, phishing, and other cybersecurity attacks.
- Azure Identity Protection  
A tool that detects identity-based risks, such as compromised staff accounts, and helps the City mitigate security threats and provides conditional access policies and detailed information around security-related incidents.
- Security Training Tools  
An application that helps the City provide information security awareness and training to City staff. Allows I.T. to simulate phishing attacks and test staff's knowledge.

**Modernization**

Keeping technology current is a struggle every agency faces, and it becomes more challenging every year. By moving to the Microsoft Cloud, the City will realize the following benefits:



**Subject: Request the Renewal of the City's Microsoft Enterprise Agreement**

**Date: September 14, 2023**

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- Budgeting for hardware replacements of the City Exchange (email) and SharePoint servers is a thing of the past.
- Office 365 offers all users 100 GB of email storage, whereas the City's current infrastructure allows 5 GB. This saves on storage costs associated with email.
- I.T. can focus on other essential tasks versus maintaining hardware and software associated with Microsoft Exchange and SharePoint.

In addition to these savings, Microsoft Office software will be updated regularly, and new features will be introduced automatically versus waiting for I.T. to perform upgrades.

Some of the features offered by Microsoft 365 could overlay existing systems with similar functionality, providing a redundant level of protection, but in other instances, may replace an existing system, potentially creating operational savings. Staff plans to evaluate the new Microsoft 365 products carefully once they're in place to determine how best to deploy these resources economically.

#### **Attachments**

1. Microsoft 365 Features Overview
2. Microsoft Enterprise Agreement Contact
3. Microsoft Enterprise Agreement Quote
4. Resolution No. 2023 \_\_\_\_\_ a resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to execute a contract with Microsoft for the renewal of the City's Microsoft Enterprise Agreement

# Microsoft 365 E3

July 2023

m365maps.com

## Office 365 E3

## Enterprise Mobility + Security E3 (EMS E3)

## Windows Enterprise E3

Microsoft 365 E3

Activity Reports	Adoption Score	Alert Policies	Audio Conferencing (free add-on)	Audit (standard)	Basic Mobility & Security	Bookings
Briefing Email	Compliance Manager	Content Search	Data Loss Prevention	Delve	eDiscovery (standard)	Entra ID for Office 365
Exchange Online Plan 2	Exchange Online Protection	InfoPath App	Information Protection for M365	Kaizala Pro (retiring)	Live Events	Message Encryption (basic)
Microsoft 365 Apps for Enterprise	Microsoft 365 Mobile App	Microsoft Dataverse for Teams	Microsoft Forms	Microsoft Lists	Microsoft Search	Microsoft Teams
Microsoft To Do	Microsoft Whiteboard	Office for the Web (incl Visio)	OneDrive for Business Plan 2	Planner	Power Apps for Office 365	Power Automate for Office 365
Power Virtual Agents for Teams	Productivity Server CAL	Project & Roadmap View Access	Retention Labels	Retention Policies	Secure Score	SharePoint Online Plan 2
Stream for Office 365	Sway	Viva Connections	Viva Engage	Viva Insights - Personal (basic)	Viva Learning (basic)	Webinars

## Office 365 E3

Administrative Units	Advanced Security Reports & Alerts	App Proxy, including PingAccess	Cloud App Discovery	Conditional Access	Custom Security Attributes
Customized Sign-In Page	Dynamic Groups	Enterprise State Roaming	Entra ID Connect Health	External ID	Microsoft Identity Manager
Multi-Factor Auth (MFA)	Password Protection	Passwordless Authentication	Self-Service Group Management	Self-Service Password Reset in AD	Self-Service Activity Reports
Service Level Agreement	Shared Account Password Roll-Over	Single-Sign-On to other SaaS	SMS Sign-In	Temporary Access Pass	Terms of Use
Verified ID	Windows Autopilot	3rd Party MFA Integration			

Entra ID Plan 1

Application Management	Config Manager	Active Directory RMS	Advanced Threat Analytics (retiring)	Azure RMS
Device Management	Endpoint Analytics	Config Manager Endpoint Protection	Information Protection	Windows Server CAL Rights

Intune Plan 1

## Enterprise Mobility + Security E3 (EMS E3)

Always On VPN	Application Control	Application Guard	AppLocker	App Assure	Assigned Access
Attack Surface Reduction	BitLocker	BitLocker to Go	BranchCache	Cortana	Credential Guard
Custom Logon	Custom Shell	Defender Antivirus	DirectAccess	Domain Join	Edge for Business
Entra ID Join	Keyboard Filter	LAPS	Long Term Servicing Channel	Manage by MDM	MDOP (retiring)
Persistent Memory	Power Automate Attended Desktop Flows	Resilient File System (ReFS)	SMB Direct	Unbranded Boot	Unified Write Filter
Universal Print	Windows Autopatch	Windows Conditional Access	Windows Firewall	Windows Hello for Business	Windows Information Protection (retiring)
Windows Update for Business	Windows Virtualization Rights	36 months support for Windows 11			

## Windows Enterprise E3

Block at First Sight	Centralized Management
Cross-Platform Support	Defender for Cloud Apps Integration
Enhanced ASR	Manual Response Actions
Mobile Threat Defence	Next Gen Protection
Tamper Protection	Web Content Filtering

Defender for Endpoint Plan 1

Microsoft 365 E3

Enterprise Mobility + Security E5  
(EMS E5)

ITEM 9

Access  
Reviews

Entitlement  
Management

Administrative  
Units

Custom  
Security  
Attributes

External ID

Self-Service  
Group  
Management

Single-Sign-  
On to other  
SaaS

Windows  
Autopilot

ID Protection

Advanced  
Security  
Reports &  
Alerts

Customized  
Sign-In Page

Microsoft  
Identity  
Manager

Self-Service  
Password  
Reset in AD

SMS Sign-In

3rd Party  
MFA  
Integration

MFA  
Registration  
Policy

App Proxy,  
including  
PingAccess

Dynamic  
Groups

Multi-Factor  
Auth (MFA)

Self-Service  
Activity  
Reports

Temporary  
Access Pass

Privileged  
Identity  
Management

Cloud App  
Discovery

Enterprise  
State  
Roaming

Password  
Protection

Service  
Level  
Agreement

Terms of  
Use

Risk-Based  
Conditional  
Access

Conditional  
Access

Entra ID  
Connect  
Health

Passwordless  
Authentication

Shared  
Account  
Password  
Roll-Over

Verified ID

App  
Governance

Defender for  
Identity

Active  
Directory  
RMS

Azure  
RMS

Windows  
Server CAL  
Rights

Defender for  
Cloud Apps

Rules-Based  
Classification  
(Client &  
Scanner)

Advanced  
Threat  
Analytics  
(retiring)

Config  
Manager  
Endpoint  
Protection

Azure  
RMS

Information  
Protection

Application  
Management

Device  
Management

Config  
Manager

Endpoint  
Analytics

Entra ID Plan 2

Intune Plan 1



## Volume Licensing

## Program Signature Form

MBA/MBSA number

Agreement number

8084445

5-0000010438803

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10635
Product Selection Form	1359712.004 PSF
Enterprise Amendment	M97 (NEW)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
<b>Name of Entity (must be legal entity name)*</b> City of Citrus Heights
<b>Signature*</b>
<b>Printed First and Last Name*</b>
<b>Printed Title</b>
<b>Signature Date*</b>
<b>Tax ID</b>

\* indicates required field

Microsoft Affiliate
Microsoft Corporation
<b>Signature</b> <b>Printed First and Last Name</b> <b>Printed Title</b> <b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Agreement Effective Date</b>  (may be different than Microsoft's signature date)

Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)

Customer
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

Outsourcer
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6880 Sierra Center Parkway  
 Reno, Nevada 89511  
 USA



## Volume Licensing

## Enterprise Enrollment

## State and Local

Enterprise Enrollment number  
(Microsoft to complete)

50016685

Framework ID  
(if applicable)

Previous Enrollment number  
(Reseller to complete)

7835501

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

## Terms and Conditions

### 1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

## 2. **Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
  - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
  - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
  - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.



- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
- 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
- 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

**h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

**i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

**j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

### **3. Pricing.**

**a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

**b. Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

### **4. Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

### **5. End of Enrollment term and termination.**

**a. General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

**b. Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

**c. If Enrolled Affiliate elects not to renew.**

- (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
- (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

- 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

- 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

- (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

**d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

**e. Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

## **6. Government Community Cloud.**

**a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

**b. All terms and conditions applicable to non-Government Community Cloud Services also apply**

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
  - (i) Government Community Cloud Services will be offered only within the United States.
  - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
  - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Physically Submitted

## **Enrollment Details**

### **1. Enrolled Affiliate's Enterprise.**

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

### **2. Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

**Name of entity (must be legal entity name)\*** City of Citrus Heights

**Contact name\*** First Robert Last Miller

**Contact email address\*** rmiller@citrusheights.net

**Street address\*** 6360 Fountain Square Drive

**City\*** Citrus Heights

**State\*** CA

**Postal code\*** 95621-5634-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** United States

**Phone\*** (916) 727-4735

**Tax ID**

*\* indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

**Contact name\*** First Robert Last Miller  
**Contact email address\*** rmiller@citrusheights.net  
**Street address\*** 6360 Fountain Square Drive  
**City\*** Citrus Heights  
**State\*** CA  
**Postal code\*** 95621-5634-  
(Please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\*** United States  
**Phone\*** (916) 727-4735

**Language preference.** Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

*\* indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name\*:** First Robert Last Miller  
**Contact email address\*** rmiller@citrusheights.net  
**Phone\*** (916) 727-4735

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

*\* indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** SoftChoice Corporation  
**Street address (PO boxes will not be accepted)\*** 314 W Superior Suite 301  
**City\*** Chicago  
**State\*** IL  
**Postal code\*** 60654  
**Country\*** United States  
**Contact name\*** Licensing Administrator  
**Phone\*** 416-588-9002 ext. 2307  
**Contact email address\*** msselquestconfirmation@softchoice.com

*\* indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

**Signature\*** \_\_\_\_\_

**Printed name\***

**Printed title\***

**Date\***

*\* indicates required fields*

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

### **3. *Financing elections.***

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes ☒ No

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Physically Submitted



## Volume Licensing

## Previous Enrollment(s)/Agreement(s) Form

**Entity Name:** City of Citrus Heights

**Contract that this form is attached to:** State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	7835501	X	X



## Enterprise Enrollment Product Selection Form

## Microsoft | Volume Licensing

Proposal ID

1359712.004

Enrollment Number

Language: English (United States)

## Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	280	280	1.0	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
M365 G3 GCC FromSA Unified	280

## Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	280	280	280	280

## Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USL: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise Indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

## Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

## Enterprise Enrollment Product Selection Form

## Microsoft | Volume Licensing

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<p><b>Note 1:</b> Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.</p>	
<p><b>Note 2:</b> If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.</p>	



## Volume Licensing

## Amendment to Contract Documents

Enrollment Number

5-0000010438803

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

## Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAD-34700	M365 G3 Unified FSA GCC Sub Per User	0	280
9K4-00003	Visio P2 FSA GCC Sub Per User	0	6
P3U-00001	Visio P2 GCC Sub Per User	0	10
8ZZ-00001	M365 G5 Security GCC Sub Per User	0	280
7MS-00001	Project P3 GCC Sub Per User	0	10
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	0	280

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

**This Amendment must be attached to a signature form to be valid.**

**Microsoft Internal Use Only:**

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)( WW)(ENG)(Jan2023)v2(IU).docx		M97	B
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**Softchoice Corporation**  
314 W Superior St #400  
Chicago, IL 60654

**Sales/Order desk**  
Phone: (800) 268-7638  
Fax: (800) 268-7639

<b>Quote</b>	Q-1500823	ITEM 9
<b>Date</b>	30-Aug-2023	

## Quote

Ship To :  
Robert Miller  
City Of Citrus Heights  
6360 FOUNTAIN SQUARE DR  
CITRUS HEIGHTS, CA 95621

Bill To:  
Robert Miller  
City Of Citrus Heights  
6360 FOUNTAIN SQUARE DR  
CITRUS HEIGHTS CA  
95621

<b>Quote Prepared For</b>	Robert Miller City Of Citrus Heights Phone: 916-727-4735 Email: rmiller@citrusheights.net
<b>Quote Sent By</b>	Braeden Carr braeden.carr@softchoice.com Phone: (312) 260-9890 Fax:
<b>Anniversary Date</b>	
<b>Authorization Number</b>	
<b>Agreement End Date</b>	
<b>Comments</b>	

**SLG EA - Renewal - Year 1 of 3 - BUDGETARY**  
**Utilizing Riverside County Master Agreement**  
**Microsoft EA Master#: 8084445**

Item #	Mfg SKU #	Description	Qty	Billing Frequency	Start Date	End Date	Usage Country	License Type	Unit Price	Extended Price
2000410786	AAD-34700	M365 E3 FromSA GCC Unified ShrdSvr ALNG	280	Upfront	01-Aug-2023	31-Jul-2024	United States	Subscription	\$317.49	\$88,897.20
2000662202	8ZZ-00001	M365 G5 SECURITY GCC SUBSVL PER USER	280	Upfront	01-Aug-2023	31-Jul-2024	United States	Subscription	\$128.69	\$36,033.20

# ITEM 9

2000410277	7MS-00001	Project Plan3 GCC Shared All Lng Subs VL	10	Upfront	01-Aug-2023	31-Jul-2024	United States	Subscription	\$271.87	\$2,718.70
2000674814	NYH-00001	AUDIO CONFERENCING SELECT DIAL OUT GCC SUB ADD-ON	280	Upfront	01-Aug-2023	31-Jul-2024	United States	Subscription	\$0.00	\$0.00
2000410572	9K4-00003	VisioPlan2FrmSAGCC ShrdSvr ALNG SubsVL M	6	Upfront	01-Aug-2023	31-Jul-2024	United States	Subscription	\$111.39	\$668.34
2000410645	P3U-00001	VisioPlan2GCC ShrdSvr ALNG SubsVL MVL Pe	10	Upfront	01-Aug-2023	31-Jul-2024	United States	Subscription	\$136.37	\$1,363.70
2000401799	359-00792	SQLCAL ALNG SA MVL DvcCAL	10	Upfront	01-Aug-2023	31-Jul-2024	United States	Maintenance	\$36.08	\$360.80
2000401785	228-04433	SQLSvrStd ALNG SA MVL	1	Upfront	01-Aug-2023	31-Jul-2024	United States	Maintenance	\$155.19	\$155.19
2000401901	7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	6	Upfront	01-Aug-2023	31-Jul-2024	United States	Maintenance	\$621.97	\$3,731.82
2000401914	9EA-00278	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	34	Upfront	01-Aug-2023	31-Jul-2024	United States	Maintenance	\$121.39	\$4,127.26
2000401920	9EM-00270	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	104	Upfront	01-Aug-2023	31-Jul-2024	United States	Maintenance	\$18.59	\$1,933.36
<b>GROUP TOTAL</b>									<b>\$139,989.57</b>	

<b>SUBTOTAL</b>									<b>\$139,989.57</b>	
DELIVERY: Ground - 3 to 5 days									<b>\$0.00</b>	
State Tax									<b>\$0.00</b>	

	Local Tax	\$0.00
All currency in this quote is in (USD).	<b>TOTAL</b>	<b>\$139,989.57</b>

Payment options are only available in listed currency and not billable in other currencies. Pricing, availability, and special offers are subject to change at any time. This document and the transaction(s) to which it pertains are governed by Softchoice's online terms of sale, unless a separate purchase agreement was signed by both your company and Softchoice, in which case, that separate agreement will govern. Softchoice's terms of sale can be found <http://www.softchoice.com/softchoice-terms-and-conditions-for-products>

As noted in the Microsoft Enterprise Agreement, any online subscription services within this quote will automatically renew annually unless Softchoice is notified in writing at least 30 days prior to your anniversary. If you are within the final year of your agreement the previous statement does not apply; new products and quantities will be reviewed in your renewal process.

Signature :

Name :

Title :

Date :

PO# : {{PO\_es\_\_signer1}}

**RESOLUTION NO. 2023- \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,  
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT  
WITH MICROSOFT FOR THE RENEWAL OF THE CITY'S MICROSOFT ENTERPRISE  
AGREEMENT**

**WHEREAS**, the City's existing Microsoft Enterprise Agreement expired on July 31, 2023;

**WHEREAS**, the City's staff utilize Microsoft products on behalf of the City's residents and businesses;

**WHEREAS**, the City desires to move to a Microsoft 365 subscription model from the legacy on-premise licensing solution;

**WHEREAS**, the City desires to improve its computing infrastructure, improve collaboration, reduce software redundancy and improve its cybersecurity posture;

**NOW THEREFORE BE IT RESOLVED AND ORDERED** that the City Council of the City of Citrus Heights authorizes the City Manager to execute a contract with Microsoft for the renewal of the City's Microsoft Enterprise Agreement.

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 14<sup>th</sup> day of September 2023 by the following vote, to wit:

**AYES:**       **Council Members:**

**NOES:**       **Council Members:**

**ABSTAIN:** **Council Members:**

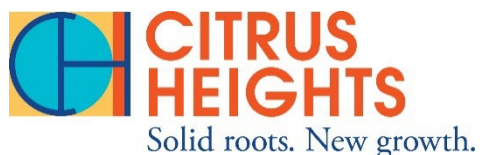
**ABSENT:** **Council Members:**

\_\_\_\_\_  
**Tim Schaefer, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Amy Van, City Clerk**





# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT MEMORANDUM

**DATE:** September 14, 2023

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

**FROM:** Regina Cave, General Services Director  
Leslie Blomquist, City Engineer  
Daniel Kehrer, Senior Civil Engineer

**SUBJECT:** Roseville Road/Butternut Drive and Systemic Signalized Intersection Improvements Project – HSIPSL-5475(050)  
Award of Professional Engineering Services Agreement

### **Summary and Recommendation**

On April 20, 2023, staff issued a Request for Proposals (RFP) for preliminary engineering, environmental documentation, right-of-way, final design, and construction support services for the Roseville Road/Butternut Drive Intersection Improvements and Systemic Signalized Intersection Improvements Project (Project).

In accordance with required Caltrans federal standard practices governing consultant selection, Kimley-Horn and Associates, Inc. (Kimley-Horn) was determined to be the most qualified consultant to provide the desired services for the Project. Staff opened the budget proposal and completed negotiations to agree upon the final scope of work and budget.

Staff recommends the City Council approve Resolution No. 2023-\_\_\_\_, a Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to execute an agreement for professional services with Kimley-Horn for the Roseville Road/Butternut Drive and Systemic Signalized Intersection Improvements Project.

### **City Council Strategic Goal/Objective**

This item aligns with the Citrus Heights City Council Strategic Plan Objective to “Maintain Public Infrastructure and Enhance Alternative Modes of Transportation.”

### **Fiscal Impact**

Approval of this agreement represents no additional fiscal impact to the approved Fiscal Years (FY's) 23/24 and 24/25 budget. Funding for engineering design, environmental documentation, and right-of-way services are included in the adopted Capital Improvement Program (CIP). The contract with Kimley-Horn is for an amount not to exceed \$159,619.81 and will be paid for from the budgeted sources as follows:

Subject: Roseville Road/Butternut Drive and Systemic Signalized Intersection Improvements Project –  
Award of Professional Engineering Services Agreement  
Date: September 14, 2023  
Page 2 of 3

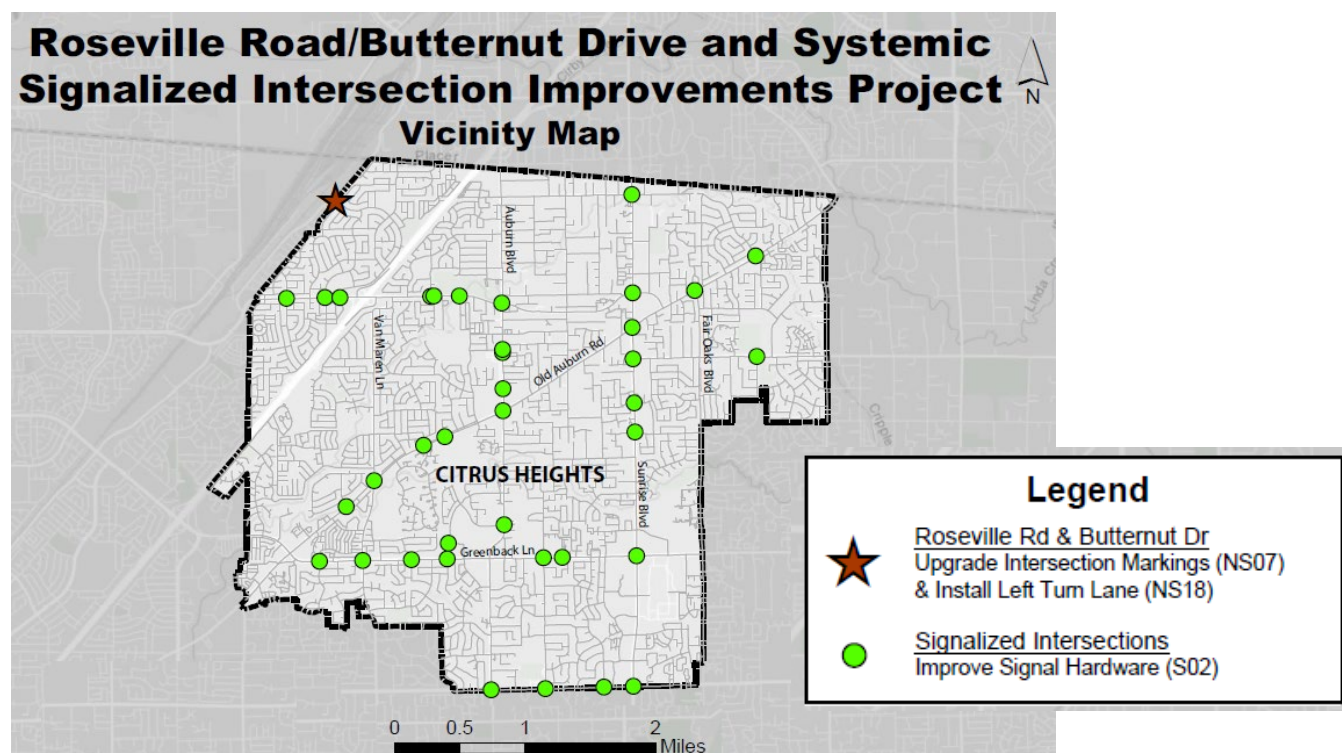
Source Fund	Fund No.	Total Funding Amount
HSIP Grant		\$143,657.83
Measure A – Bike/Ped Safety	311	\$15,961.98
Totals		\$159,619.81

### **Background and Analysis**

On July 22, 2021, the City Council approved the Citrus Heights Local Roadway Safety Plan (LRSP) which provided recommended roadway safety improvements/countermeasures and an implementation plan for identified projects, including grant funding opportunities. A copy of the approved plan is available for viewing on the City's website at <http://www.citrusheights.net/DocumentCenter/View/16617/20210722-APPROVED-LRSP-Final?bidId>.

In September 2022, the City submitted a Highway Safety Improvement Program (HSIP) grant application for two of the identified countermeasures from the LRSP. The safety countermeasures included in the successful HSIP application and incorporated into the scope of this Project include:

- Install yellow retroreflective backplates at 36 signalized intersections throughout the City
- Roseville Road/Butternut Drive intersection safety improvements including:
  - Sidewalk/corner bulb-outs
  - ADA compliant curb ramps
  - High-visibility pedestrian crossings and enhanced pavement markings
  - Pavement widening to provide a southbound left-turn pocket on Roseville Road



The City issued an RFP in April 2023 and received three proposals on May 18, 2023 from Kimley-Horn, TJKM Transportation Consultants, and Dokken Engineering, Inc. The City used a qualifications based selection process consistent with Caltrans grant funded requirements and procedures. Interviews of the three consultant teams were conducted on July 18, 2023. Proposals and interviews were evaluated based on the criteria specified in the RFP. As a result of the process, Kimley-Horn was determined to be the most qualified consultant as they provided an in-depth and detailed proposal, introduced a highly qualified team and demonstrated a clear understanding of the work involved in the design and approval strategies of the grant funded project.

Staff and the top ranked consultant have fine-tuned the scope and cost for work associated with the Project to ensure that the services to be provided meet the City's needs and that the work will be done cost effectively.

While the recommended Kimley-Horn contract is for all consultant services to be performed as part of the Project, Caltrans has only authorized preliminary engineering (PE) funds for expenditure at this time. Staff will not authorize the consultant to begin reimbursable work on future phases until additional Caltrans approvals are obtained.

### **Attachments**

1. Resolution No. 2023-\_\_\_\_\_ a Resolution of the City of Citrus Heights, California, Authorizing the City Manager to execute a professional services agreement with Kimley-Horn and Associates, Inc. to provide professional engineering services for the Roseville Road/Butternut Drive and Systemic Signalized Intersection Improvements Project.
2. Professional Services Agreement between the City of Citrus Heights and Kimley-Horn and Associates, Inc. for the Roseville Road/Butternut Drive Intersection Improvements and Systemic Signalized Intersection Improvements Project.

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,  
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN  
AGREEMENT FOR PROFESSIONAL SERVICES WITH KIMLEY-HORN AND  
ASSOCIATES, INC. FOR THE ROSEVILLE ROAD/BUTTERNUT DRIVE AND  
SYSTEMIC SIGNALIZED INTERSECTION IMPROVEMENTS PROJECT**

**WHEREAS**, on July 22, 2021, the City Council of the City of Citrus Heights adopted the City's Local Roadway Safety Plan;

**WHEREAS**, in September 2022, the City submitted a successful Caltrans Highway Safety Improvement Plan (HSIP) grant application requesting funding to complete the design, right of way, and construction of the Roseville Road/Butternut Drive and Systemic Signalized Intersection Improvements Project (Project);

**WHEREAS**, on May 31, 2023, Caltrans authorized the City to proceed with the preliminary engineering and environmental documentation phase of the project;

**WHEREAS**, the City circulated a request for proposals in accordance with Caltrans standard procedures for selection of the most qualified consultant, and Kimley-Horn and Associates, Inc. was found to be the most qualified firm to provide the required services;

**WHEREAS**, the City now desires to enter into a Professional Services Agreement with Kimley-Horn and Associates, Inc. in an amount not to exceed \$159,619.81; and

**WHEREAS**, the proposed professional services will be paid for with HSIP (State only) grant funds, and Measure A Bike/Ped Safety funds (Fund 311).

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the City Council of the City of Citrus Heights that the City Manager is hereby authorized to execute a contract with Kimley-Horn and Associates, Inc. to provide professional engineering services for the Roseville Road/Butternut Drive and Systemic Signalized Intersection Improvements Project in a form approved by the City Attorney.

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

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights, California, this 14<sup>th</sup> day of September, 2023 by the following vote, to wit:

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

**ATTEST:**

\_\_\_\_\_  
**Tim Schaefer, Mayor**

\_\_\_\_\_  
**Amy Van, City Clerk**

**EXHIBIT 10-R**

Consulting Services Agreement between the  
City of Citrus Heights and Kimley-Horn and Associates, Inc.

**Professional Engineering Services for the  
Roseville Rd/Butternut Dr Intersection Improvements &  
Systemic Signalized Intersection Improvements Project**

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**ARTICLE I INTRODUCTION**

This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

Kimley Horn and Associates, Inc.

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be Robert Paderna

The name of the "LOCAL AGENCY" is as follows:

City of Citrus Heights

The Contract Administrator for LOCAL AGENCY will be Leslie Blomquist

- A. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated 8/30/2023. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment 1) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- B. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- C. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.
- D. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- E. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- F. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- G. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- H. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- I. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

## ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

## ARTICLE III STATEMENT OF WORK

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

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

## ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on September 19, 2023, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on April 30, 2025, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY



which may include a vote by the City Council.

## ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.
- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$12,316.52. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Agency: City of Citrus Heights  
Contract Administrator: Leslie Blomquist  
6360 Fountain Square Drive, Citrus Heights 95621

- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$159,619.81.
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

#### ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

#### ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

#### ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such

workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

## ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
  - 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted

ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
  3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
  4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

## ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

- G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

**Method 2:** No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

## ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
  2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

## ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>).

These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be

verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
    - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
  2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
    - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
    - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
    - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
  3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
  4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
  5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
  6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

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F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:
  - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
  - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
  - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general



prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

#### G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

#### H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

### ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

**ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**ARTICLE XV NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- C. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- D. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- E. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- F. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- G. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- H. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

#### ARTICLE XVI DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
  3. Does not have a proposed debarment pending; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

#### ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. As the Project is funded with State-only funding, there is no DBE goal associated with this contract.

#### ARTICLE XVII INSURANCE

- A. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.
- a. **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole

proprietor and does not have any employees and will not have any employees during the term of this Agreement.

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

- i. **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.
- ii. **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.
- iii. **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
  1. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
  2. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
  3. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.
  4. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
  5. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

c. **Professional Liability Insurance.**

- i. **General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 per occurrence or claim covering the Consultant's errors and omissions.
- ii. **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
  2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
  3. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
  4. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.
- d. **All Policies Requirements.**
- i. **Submittal Requirements.** Consultant shall submit the following to City prior to beginning services:
    1. Certificate of Liability Insurance in the amounts specified in this Agreement; and
    2. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.
  - ii. **Acceptability of Insurers.** All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.
  - iii. **Deductibles and Self-Insured Retentions.** Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than \$100,000.
  - iv. **Wasting Policies.** No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
  - v. **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.
  - vi. **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.
  - vii. **Excess Insurance.** If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

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

## ARTICLE XVIII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

## ARTICLE XIX CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

## ARTICLE XX CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing

business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## ARTICLE XXI DISPUTES

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

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and City Manager, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

## ARTICLE XXII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

## ARTICLE XXIII SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

## ARTICLE XXIV OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the

work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

#### **ARTICLE XXV CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY.

Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

#### **ARTICLE XXVI CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by



CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

## **ARTICLE XXVII NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

## **ARTICLE XXVIII EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

## **ARTICLE XXIX PROMPT PAYMENT**

### **A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT**

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

### **B. PROMPT PAYMENT CERTIFICATION**

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to [DBE.Forms@dot.ca.gov](mailto:DBE.Forms@dot.ca.gov) before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

**ARTICLE XXX NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

**CONSULTANT:**

Kimley-Horn and Associates, Inc.

Robert Padema, Project Manager

555 Capitol Mall, Suite 300

Sacramento, Ca 95814

**LOCAL AGENCY:**

City of Citrus Heights

Leslie Blomquist, Contract Administrator

6360 Fountain Square Dr.

Citrus Heights, Ca 95621

**ARTICLE XXXI CONTRACT**

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

Signature page follows

**ARTICLE XXXII SIGNATURES**

CITY OF CITRUS HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

\_\_\_\_\_  
Ashley J. Feeney,  
City Manager

\_\_\_\_\_  
Matthew D. Weir, Vice  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Approved as to Form:

\_\_\_\_\_  
Amy Van, City Clerk

\_\_\_\_\_  
Ryan R. Jones, City Attorney

Attachment 1 - Cost Proposal

ITEM 10

CITRUS HEIGHTS  
Roseville Rd/Butternut Dr Intersection Improvements & Systemic Signalized Intersection Improvements  
State Project No. HSIPSL-5475 (050)

		Kimley-Horn and Associates, Inc.														TOTAL HOURS		TOTAL COST		
191.24%	Overhead%	Name	Robert Paderna	Matthew Weir	Brandi Childress	Alex Jewell	Daniel Carley	Molly Tremblay	Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional II	Professional I	Analyst II	Analyst I					Project Support
			Project Manager	Principal-in-Charge	Task Lead	Task Lead	Task Lead	Task Lead												
			190.79%	Overhead% w/o FCCM	Direct Rate	84.86	99.42	99.04												
10%	Fee%	Category/Title	Overhead	162.29	190.13	189.40	163.01	142.97	104.11	210.42	190.99	163.20	142.91	109.75	95.54	82.44	61.90			
			Fee*	24.98	29.27	29.16	25.09	22.01	16.03	32.39	29.40	25.12	22.00	16.89	14.71	12.69	9.53			
		Billing Rate		\$271.82	\$318.46	\$317.24	\$273.04	\$239.47	\$174.38	\$352.45	\$319.90	\$273.36	\$239.37	\$183.83	\$160.03	\$138.09	\$103.69			
Task 1	Project Management and Coordination			22	8	4	14	28	12	0	0	0	0	0	0	14	102	\$ 23,868.70		
1.1	Monthly Project Coordination Meetings			12	4	4	4	12	12								48	\$ 11,863.08		
1.2	Project Administration															14	14	\$ 1,451.62		
1.3	QC/QA			10	4		10	16									40	\$ 10,554.00		
Task 2	Preliminary Engineering and Research			6	0	0	0	12	20	0	0	0	0	0	36	20	0	94	\$ 16,515.14	
2.1	Preliminary Assessment			2				2	2								6	\$ 1,371.35		
2.2	Topographic Survey and Right-of-Way Mapping							2	4					6			12	\$ 2,136.66		
2.3	Utility Location and Facility Mapping							2	4					10			16	\$ 2,776.78		
2.4	Preliminary Engineering			4				6	10					20	20		60	\$ 10,230.35		
Task 3	Public Outreach and Engagement			0	0	20	0	0	20	0	0	0	0	0	20	0	0	60	\$ 13,033.14	
3.1	Public Outreach and Engagement					20			20					20			60	\$ 13,033.14		
Task 4	Environmental			0	0	0	8	0	0	0	0	0	0	0	20	0	0	28	\$ 5,384.95	
4.1	CEQA Compliance						2							16			18	\$ 3,106.58		
4.2	Environmental Meetings and Coordination						6							4			10	\$ 2,278.36		
Task 5	Plans, Specifications, and Estimate (PS&E)			24	0	0	0	20	30	0	0	0	0	0	80	110	0	264	\$ 44,536.96	
5.1	95% PS&E			16				14	20					60	80		190	\$ 31,838.43		
5.2	Final PS&E			8				6	10					20	30		74	\$ 12,698.53		
Task 6	Bidding Support			10	0	0	0	10	0	0	0	0	0	0	0	0	0	20	\$ 5,112.93	
6.1	Bidding Assistance			10				10									20	\$ 5,112.93		
Task 7	Right of Way Engineering			4	0	0	0	18	18	0	0	0	0	0	0	8	0	48	\$ 9,641.35	
7.1	Right of Way			1				2	2								5	\$ 1,099.53		
7.2	Plats and Legal Descriptions			1				2	2								5	\$ 1,099.53		
7.3	Utility Coordination and Certification			1				6	10							8	25	\$ 4,557.18		
7.4	Right of Way Documentation and Certification			1				8	4								13	\$ 2,885.11		
7.5																	0	\$ -		
Task 8	Design Services During Construction			20	0	0	0	20	0	0	0	0	0	40	0	0	0	80	\$ 17,579.11	
8.1	Design Services During Construction			20				20					40				80	\$ 17,579.11		
	TOTAL HOURS			66	8	24	22	88	100	0	0	0	0	0	156	138	14	616		
	Subtotal Labor:			\$17,940.30	\$2,547.69	\$7,613.85	\$6,006.88	\$21,073.40	\$17,438.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,964.89	\$19,056.35	\$1,451.62		\$ 135,672.27	
	Other Direct Costs																		\$ 23,947.54	
	Outside Printing																		\$ 400.00	
	Topographic Survey (UNICO) - Task 2																		\$ 8,681.79	
	ROW Mapping & Plats and Legal (UNICO) - Task 7																		\$ 14,865.75	
PRELIMINARY ENGINEERING (PE) PHASE SUBTOTAL (Tasks 1-6)																			\$ 117,533.60	
RIGHT OF WAY (ROW) PHASE SUBTOTAL (Task 7)																			\$ 24,507.10	
CONSTRUCTION (CON) PHASE SUBTOTAL (Task 8)																		\$ 17,579.11		
TOTAL COST:																		\$ 159,619.81		

\*Kimley-Horn's overhead rate contains 0.45% FCCM. Fee is not charged on the FCCM portion of Kimley-Horn's overhead rate

**SAMPLE COST PROPOSAL 1**  
**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☒ Prime Consultant    ☐ Subconsultant    ☐ 2nd Tier Subconsultant

Consultant Kimley-Horn and Associates, Inc.

Project No. \_\_\_\_\_

Contract No. \_\_\_\_\_

Date 8/30/2023

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Paderna, Robert V.	86	\$84.86	\$ 7,297.96
Principal-in-Charge	Weir, Matthew D.	8	\$99.42	\$ 795.36
Task Lead	Childress, Brandi M.	24	\$99.04	\$ 2,376.96
Task Lead	Jewell, Alex H.	22	\$85.24	\$ 1,875.28
Task Lead	Carley, Daniel C.	108	\$74.76	\$ 8,074.08
Task Lead	Tremblay, Molly	100	\$54.44	\$ 5,444.00
Sr. Professional III	TBD	0	\$110.03	\$ -
Sr. Professional II	TBD	0	\$99.87	\$ -
Sr. Professional I	TBD	0	\$85.34	\$ -
Professional II	TBD	0	\$74.73	\$ -
Professional I	TBD	40	\$57.39	\$ 2,295.60
Analyst II	TBD	156	\$49.96	\$ 7,793.76
Analyst I	TBD	138	\$43.11	\$ 5,949.18
Project Support	TBD	14	\$32.37	\$ 453.18

**LABOR COSTS**

a) Subtotal Direct Labor Costs

\$ 42,355.36

b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculation)

\$ -

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 42,355.36**

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 0.00%)

e) Total Fringe Benefits [(c) x (d)] \$ -

f) FCCM (Rate: 0.45%)

g) FCCM [(c) x (f)] \$ 190.60

h) Overhead (Rate: 190.79%)

i) Overhead [(c) x (h)] \$ 80,809.79

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 81,000.39**

**FIXED FEE**

k) **TOTAL FIXED FEE [(c) + (e) + (i)\* fixed fee 10%]**

**\$ 12,316.52**

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE**

Description of Item	Quantity	Unit	Unit Cost	Total
Outside Printing			\$0.00	\$ 400.00
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

**l) TOTAL OTHER DIRECT COSTS** **\$ 400.00**

**m) SUBCONSULTANTS' COSTS**

Subconsultant 1: UNICO

\$ 23,547.54

Subconsultant 2:

\$

Subconsultant 3:

\$

Subconsultant 4:

\$

**(m) TOTAL SUBCONSULTANTS' COSTS** **\$ 23,547.54**

**(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** **\$ 23,947.54**

**TOTAL COST [(c) + (j) + (k) + (n)]** **\$ 159,619.81**

**SAMPLE COST PROPOSAL 1**

**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 42,355.36	/ 696	= \$60.86	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)**

	Avg Hourly Rate	Proposed Escalation			
Year 1	\$60.86	+	5%	=	\$63.90 Year 2 Avg Hourly Rate
Year 2	\$63.90	+	5%	=	\$67.09 Year 3 Avg Hourly Rate
Year 3	\$67.09	+	5%	=	\$70.45 Year 4 Avg Hourly Rate
Year 4	\$70.45	+	5%	=	\$73.97 Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each period by total h**

	Estimated % Completed Each Period	Total Hours per Cost Proposal	Total Hours per Period
Year 1	100.00%	* 696	= 696 Estimated Hours Year 1
Year 2	0.00%	* 696	= 0 Estimated Hours Year 2
Year 3	0.00%	* 696	= 0 Estimated Hours Year 3
Year 4	0.00%	* 696	= 0 Estimated Hours Year 4
Year 5	0.00%	* 696	= 0 Estimated Hours Year 5
Total	100%	Total	= 696

**4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)**

	Avg Hourly Rate (calculated above)	Estimated Hours (calculated above)	Cost Per Period
Year 1	\$60.86	* 696	= \$42,355.36 Estimated Hours Year 1
Year 2	\$63.90	* 0	= \$0.00 Estimated Hours Year 2
Year 3	\$67.09	* 0	= \$0.00 Estimated Hours Year 3
Year 4	\$70.45	* 0	= \$0.00 Estimated Hours Year 4
Year 5	\$73.97	* 0	= \$0.00 Estimated Hours Year 5
Total Direct Labor Cost with Escalation			= \$42,355.36
Direct Labor Subtotal before escalation			= \$42,355.36
Estimated total of Direct Labor Salary			= <b>\$0.00</b> Transfer to Page 1

Period 1 = Contract inception through 6/30/23    Period 2 = 7/1/23 through 6/30/24

Period 3 = 7/1/24 through 6/30/25    Period 4 = 7/1/25 through 6/30/26    Period 5 = 7/1/26 through 6/30/27

**SAMPLE COST PROPOSAL 1**

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost

**Prime Consultant or Subconsultant Certifying:**

Name: <u>Anthony Podegracz</u>	Title*: <u>Vice President</u>
Signature: <u></u>	Date of Certification (mm/dd/yyyy): <u>8/30/2023</u>
Email: <u>anthony.podegracz@kimley-horn.com</u>	Phone Number: <u>916-858-5800</u>
Address: <u>555 Capitol Mall, Suite 300, Sacramento, CA 95814</u>	

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Engineering services

## Attachment 2 - Scope of Work

**City of Citrus Heights**  
**Roseville Road/Butternut Drive Intersection Improvements and**  
**Systemic Signalized Intersection Improvements**  
 Project No. HSIPSL-5475 (050)

### Scope Of Services

#### PRELIMINARY ENGINEERING (PE) PHASE

##### **Task 1: Project Management and Coordination**

Upon receipt of Notice to Proceed, Kimley-Horn will coordinate and attend an in-person project kick-off meeting. The primary purpose of this coordination meeting will be to review scope of services and grant requirements, discuss proposed safety countermeasures, and to establish a mutually acceptable project schedule which considers the City's timeline for submittal to CTC.

This task includes general project administration, including management of project staff, quality control, and project accounting. Kimley-Horn will attend monthly project coordination meetings (assumed to be virtual via Microsoft Teams or Zoom) to discuss the project, present design options, review alternatives, schedule updates, and cost considerations.

##### Deliverables:

- Project schedule and updates
- Meeting agendas and minutes for all design and coordination meetings

##### **Task 2: Preliminary Engineering and Research**

Kimley-Horn will develop the design of the improvements identified in coordination with the City through Task 2.1. We assume the preliminary design task will occur over three (3) months, and we anticipate preparing the following sheets for the construction plans at the final bid set submittal:

Cover	1 sheet
Layout Plans	2 sheets
Construction Details	4 sheets
Drainage and Utility Plans and Details	3 sheets
Signing and Striping Plans	2 sheets
Signal Modification Plans and Quantity Schedules (36 locations)	2 sheets
<b>Total</b>	<b>14 sheets</b>

We assume twenty-one (21) total sheets. We assume that curb return ADA ramp upgrades and/or new ramps (6 total) will be required at the following locations:

- Villaview Drive, south (2 curb ramp)
- Villaview Drive, north (2 curb ramps, including bulb-outs)
- Roseville Road (2 curb ramps, including bulb-outs)

We assume the City will provide sufficient design information on the storm drain infrastructure within the project area, and we will include this information with the project PS&E.



**Task 2.1: Preliminary Assessment**

The Kimley-Horn team will review the available grant application material and re-familiarize ourselves with all aspects of the work conducted to date. In coordination with the City, Kimley-Horn will conduct a preliminary assessment to analyze the project areas for potential issues such as right-of-way constraints, vehicular and pedestrian/cyclist accessibility, and drainage. The preliminary assessment will also be used to inform the environmental review.

Kimley-Horn assumes geotechnical services are not required for this project, and a pavement section will be determined through discussions with the City during the preliminary assessment.

**Task 2.2: Topographic Survey**

Land surveying will include research, horizontal and vertical control, boundary and right-of-way surveying, along with topographic surveying and mapping. UNICO will coordinate with the City and Sacramento County to attain the necessary mapping, documentation and permitting required for this project. UNICO will also provide regular survey status updates and schedule. All survey work will be performed under the direction of a California Licensed Land Surveyor.

UNICO will perform detailed (non-aerial) topographic surveys utilizing local National Geodetic Survey (NGS) NAD83 and NAVD88 datums, derived from the California State Plane Coordinate System and Sacramento County benchmarks. UNICO will perform design surveys along an approximately 800 foot portion of Roseville Road from Adagio Way to a point northeasterly of the intersection of Roseville Road and Butternut Drive. UNICO will also perform topographic surveying and mapping along Butternut Drive from the intersection of Roseville Road to the intersection of Villaview Drive. The survey will extend 15' beyond the existing right-of-way where accessible and 25' beyond all curb returns on intersecting streets. UNICO will measure downs to relevant sewer and drain structures will be performed to include depth, approximate size and flow direction. Special attention to conforms, driveways, ADA access and ADA curb ramps will be given. UNICO will locate any pre-marked USA markings (by others). USA and utility information will be mapped into the topographic base file. UNICO will map all topographic features in AutoCAD format to include 1' contours and 3D surface. UNICO will set durable project control along the corridor for future surveys and construction control.

**Deliverables:**

- Topographic AutoCAD Base File
- Survey Control Table and Diagram
- Point Files

**Task 2.3: Utility Location and Facility Mapping**

Kimley-Horn will prepare and distribute utility A, B, and C letters, as appropriate, to all potentially affected agencies and utilities to receive their facility record maps and for their review and comment on the proposed improvements. We will include the information received on our plans, and we anticipate only minor surface adjustments of facilities will be required. Utility design and potholing services are not included in this scope of work but could be provided for additional scope and fee if requested by the City.

In addition to our coordination with the City, Kimley-Horn will coordinate with Citrus Heights Police, Fire, and the County for their review and comments on the proposed improvements. We assume the City will provide the appropriate contact information for the impacted agencies.

Deliverables:

- Utility Information and coordination letters
- Meeting notes from coordination with Police, Fire, and County

**Task 2.4: Preliminary Engineering**

The 50% plans will include the sheets above with limited details and vertical design information. Kimley-Horn will perform truck turning analysis so that the bulb-out on the south side of Butternut Drive/Roseville Road does not obstruct the access driveway to Cal American (CalAM) Water's facilities; design vehicle will be determined through coordination with CalAM. The construction detail sheets for the proposed curb ramp designs will provide limited vertical design information. Proposed drainage infrastructure horizontal layout (as needed) will be provided at this design level.

Traffic signal modification plans for the 36 signalized intersections will include a citywide map with project traffic signals, detail sheets, and a quantity schedule sheet presenting the locations and number of traffic signal head backplate replacements required.

Deliverables:

- 50% Plans (PDF and three (3) hardcopies, 11"x17", bond)
- 50% Engineer's Opinion of Probable Construction Cost (OPCC) (PDF and three (3) hardcopies, 11"x17", bond)

**Task 3: Public Outreach and Engagement**

Community outreach and engagement may be requested as the project is adjacent to existing residential homes. Kimley-Horn will consider the nature and type of outreach to best meet the needs of the City. The scope of work will include typical public outreach and engagement methods and services in accordance with the following:

- Coordinate and participate in appropriate public engagement and project coordination meetings regarding the design of the project and environmental review process
- Meet with adjacent private property owners to discuss project design and improvements, including coordinating with Cal American Water regarding access to their property on the south side of Butternut Drive at Roseville Road
- Develop specific property owner exhibits with special provisions for each property along the corridor detailing the work adjacent to the properties (only applicable to properties with significant impacts). It is anticipated that these exhibits will be the same utilized for any Permission to Enter and Construct (PTEC) documents discussed in the Right-of-Way Services task should a PTEC be necessary.

Assumptions:

- The City will be responsible for developing the project webpage content and updates and that no special graphics will be needed from the team for the website above and beyond what may be created for other reports or tasks outlined elsewhere in the RFP
- Kimley-Horn will handle fees related to printing and distributing materials, postage, advertisements, and obtaining mailing addresses

Deliverables:

- Coordinate and implement public engagement efforts at the request of the City
- Meeting agendas and minutes for all engagement meetings
- Property owner exhibits and special provisions

**Task 4: Environmental**

Kimley-Horn will conduct an environmental review in compliance with the California Environmental Quality Act (CEQA) and process the required documentation through final approval by the City. As the project is funded with state-only funding, compliance with the National Environmental Protection Act (NEPA) will not be needed.

**Task 4.1 CEQA Compliance**

Kimley-Horn will prepare a Notice of Exemption (NOE) form and memo for improvements proposed for the project area. The City will be the lead agency for the NOE. The form and memo will be provided to City Staff for review. This scope includes one round of revisions on the NOE form and memo. Kimley-Horn will coordinate with City staff to file the NOE with State Clearinghouse.

**Task 4.2: Environmental Meetings and Coordination**

Kimley-Horn will provide project management oversight of team's activity and coordinate with City staff throughout the project's duration. Kimley-Horn project management and task leads will supervise, coordinate, and monitor the planning and design of the Project for conformance with standards and policies established between City staff and Kimley-Horn at the beginning of the project.

Kimley-Horn will attend a kick-off meeting and one (1) additional review meeting with City staff. The goal of the kick-off meeting is to finalize the project schedule and establish a plan for a successful project. No public meeting or hearings are included in this scope.

Deliverables:

- One (1) PDF copy of the Draft and Final NOE for City review and approval

**Task 5: Plans, Specifications, and Estimate (PS&E)****Task 5.1: 95% PS&E**

Based on one set of non-conflicting City 50% review comments, Kimley-Horn will advance the design and plans to the 95% design level. Significant design or plan changes will be considered additional scope and can be performed for additional fee.

We will prepare project technical specifications following Caltrans 2022 format.

We will develop a tentative construction schedule utilizing a high-level working day analysis.

Deliverables:

- 95% Plans (PDF, three (3) hardcopies, 11"x17", bond)
- 95% Specifications (PDF, three (3) hardcopies)
- 95% Engineer's OPCC (PDF, three (3) hardcopies)
- Responses to City's review comments on 50% submittal with return markups
- Tentative Construction Schedule/Assumed Working Days

**Task 5.2: Final PS&E**

Based on one set of non-conflicting City 95% review comments with only minor changes to the plans, Kimley-Horn will advance the design and plans to the final/bid design level. Significant design or plan changes will be considered additional scope and can be performed for additional fee.

Deliverables:

- Bid Plans (PDF, one (1) signed hardcopy, 24"x36", bond)
- Bid Specifications (PDF, one (1) single-sided hardcopy with signed technical specifications)
- Final Project Schedule (PDF, one (1) hardcopy)
- Final OPCC (PDF, one (1) hardcopy)
- Responses to City's review comments on 95% submittal with return markups

**Task 6: Bidding Support**

The Kimley-Horn team will provide support to the City during the bidding phase by attendance by one (1) staff at the pre-bid meeting (assumes teleconference), reviewing and responding to bidders' questions and RFIs, providing addenda to the construction documents, as needed, and reviewing bids for responsiveness and reasonableness subject to the allocated budget for this task. Our scope includes up to 20 hours for bidding support. We assume the bidding support task to occur over two months.

Deliverables:

- Attendance at pre-bid meeting (teleconference)
- Responses to RFIs and preparation of addenda (if needed)
- Review bids for responsiveness and reasonableness

## RIGHT OF WAY (ROW) PHASE

**Task 7: Right of Way Engineering*****Task 7.1 Right-of-Way***

UNICO will research record mapping and deed documents for the determination of the existing right-of-way and parcel boundaries along the project corridor. UNICO will perform field surveying of record right-of-way and property monuments to resolve the right-of-way and parcel boundaries.

UNICO will resolve the boundaries from record and field information and create an overall right-of-way base map. It is expected that the City will provide current title reports for all adjacent parcels to confirm right-of-way and easement constraints. UNICO will prepare a right-of-way and boundary LANDNET base file showing all right-of-way, easements, ownership details, and Parcel Identification APN's.

***Task 7.2 Plats and Legal Descriptions***

UNICO will prepare plats and legal descriptions for right-of-way acquisition, easements and temporary construction easement (TCE) as needed for the project. The exact location and needs will be determined during the design. For this proposal, UNICO will assume that a total of 8 plats and legal descriptions will be necessary. UNICO will prepare preliminary plats, legal descriptions and closure calculations for right-of-way, easement or TCE. Upon approval, UNICO will prepare final signed and stamped PDF plats and legal descriptions.

Deliverables:

- Right-of-Way and Boundary Base File
- Copies of Maps and Deeds if Requested
- Plats and Legal Descriptions (8)

**Task 7.3 – Utility Coordination and Certification**

Kimley-Horn will coordinate with known utility owners within the Project limits and will prepare the Project plans in accordance with the Caltrans Local Assistance Procedures Manual (LAPM). The plans will follow the requirements of the LAPM relating to display of existing utilities.

Kimley-Horn will prepare and sign the Utility Certification and the Utility Matrix as stipulated in the LAPM in support of the Right-of-Way Certification included in Task 7.4.

Kimley-Horn assumes the existing gas valve at the south corner of Roseville Rd and Butternut Dr will be adjusted to grade at the owner's (PG&E) cost upon completion of their liability determination. We assume a Report of Investigation (ROI) and Notice to Owner (NTO) will be required per the LAPM process. We will prepare the draft ROI and NTO and submit to Caltrans for review, and we assume one revision will be required. Final ROI and NTO documents will be packaged with the liability determination letter and relocation plans prepared by PG&E for final submittal to Caltrans for approval. Should additional utilities require adjustment or relocation, utility owner packages can be prepared as an additional service.

We assume up to 25 hours of staff effort is included in this task.

Deliverables:

- Signed Utility Policy Certification (PDF) and Utility Matrix (Excel and PDF)
- Draft and Final ROI and NTO to PG&E (PDF)

**Task 7.4 – Right-of-Way Documentation and Certification**

The Kimley-Horn team assumes up to two (2) properties will be impacted by the proposed project improvements. We will support the City with owner coordination to obtain the required right of way agreements (assume Permit to Enter and Construct or similar) to complete the Right of Way Certification for the project.

We will draft the Right of Way Certification and work with Caltrans on any required revisions to obtain the final approval of the Right of Way Certification.

We assume right of way appraisal, negotiations, and acquisition are not included in this Scope of Services.

We assume up to 13 hours of staff effort is included in this task.

Deliverables:

- Draft Right of Way Certification (PDF)
- Final Right of Way Certification (PDF)

**CONSTRUCTION (CON) PHASE****Task 8: Design Services During Construction (DSDC)**

The Kimley-Horn team will coordinate with and provide support to the City during construction and we assume this task to occur over nine months.

The following list of services may be provided:

1. Attend and prepare information for the pre-construction meeting (assume teleconference)
2. Review and response to appropriate RFIs, which may include revisions and clarifications of design details and specifications
3. Review and response to material submittals
4. Review and response to proposed substitutions, if any, for conformance to the construction documents
5. Attend periodic construction progress meetings as directed by the City
6. Review and response to proposed changes to the contract (Request for Quotations and Contract Change Orders)
7. Prepare Record Drawings based upon red-lines provided by the contractor and field reviews performed by the City construction management team. Kimley-Horn will not inspect the contractor's work.

**Limitation of Responsibilities.** Kimley-Horn will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the work. Kimley-Horn will not have the authority or responsibility to stop the work of any Contractor.

Deliverables:

- Responses to RFIs, submittals, and revised details, plans, or specifications
- Record drawings prepared in PDF



# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT

### MEMORANDUM

**DATE:** September 14, 2023

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

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

**SUBJECT:** **Arcade-Cripple Creek Trail Project**  
**Finding of Necessity Pursuant to Public Contract Code Section 4109**

#### **Summary and Recommendation**

On August 11, 2022, the City Council awarded a contract to Central Valley Engineering & Asphalt, Inc (CVEA) for construction of the Arcade-Cripple Creek Trail Project. At the time of bid submittal, CVEA intended to self-perform the pile driving work associated with this project. However; due to uncertainties in material acquisition timelines and qualified staff availability, CVEA now proposes to perform this work with a subcontractor.

Pursuant to Public Contract Code §4109, "Subletting or subcontracting of any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity".

Staff recommends the City Council approve Resolution No. 2023-\_\_\_, a Resolution of the City Council of the City of Citrus Heights, California, determining the addition of a subcontractor to the Arcade-Cripple Creek Trail Project as a "public necessity" under Public Contract Code §4109.

#### **City Council Strategic Goal/Objective**

This item aligns with the Citrus Heights City Council Strategic Plan Objective to "Maintain Public Infrastructure and Enhance Alternative Modes of Transportation."

#### **Fiscal Impact**

There is no fiscal impact associated with this action. The previously authorized construction amount of \$9,289,361.12 will remain unchanged.

**Subject: Arcade Cripple Creek Trail Project – Finding of Necessity Pursuant to Public Contract Code §4109**

**Date: September 14, 2023**

**Page 2 of 2**

### **Background and Analysis**

On August 11, 2022, the City Council awarded a contract to CVEA for the Arcade-Cripple Creek Trail Project (Project). Subsequently, the Notice to Proceed was issued on September 10, 2022, with a start date of September 26, 2022.

The bid documents for this project did not include any reference to subcontractors being utilized for the pile driving portion of work required with the Project. Rather, CVEA intended to self-perform this item of work. Pile driving is one of the first items of work associated with construction of the two project bridge structures. However, due to uncertainty in the bridge delivery schedule, pile driving has been on hold as this item of work requires closure of an existing, heavily traveled, recreational trail within the Sundance Natural Area. Recently, the bridge delivery schedule was confirmed with the structural subcontractor and pile driving is now required to keep the project construction on schedule and to minimize impacts to the traveling public. Pile driving operations are a specialty trade and due to the amount of time between submittal of bid proposals, acquisition of materials necessary for pile driving, and scheduling of bridge construction, the personnel that were anticipated to be assigned to the Project are no longer available for reasons beyond the control of CVEA.

With the current construction season coming to a close within the next two months, it is not likely that CVEA will be able to obtain the specialty services of personnel skilled in the trade of pile driving within the time necessary to complete bridge construction before start of the official rainy season. If the Project were to be delayed further, it would cause construction of the two bridges to be delayed until at least late spring of 2024, and possibly further due to wet conditions for the anticipated El Nino weather pattern and environmental concerns of raptors and other migratory birds that are known to nest and hatch their offspring in the vicinity of both bridges during the spring and early summer months.

Additional and avoidable delays to the project would continue to cause a hardship to members of the community with ongoing construction and a discontinuous pedestrian trail network, as well as to create a barrier to public safety response due to the absence of bridges that are not present to facilitate safe and efficient passage across the creeks.

Pursuant to Public Contract Code §4109, "Subletting or subcontracting of any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity".

On August 29, 2023, staff received a written request from CVEA to allow addition of a pile driving subcontractor to this Project with the associated equipment and trained staff who specialize in this item of work. This letter has been included as an attachment to this report.

Staff have reviewed this request and recommend the City Council make a Finding of Necessity, pursuant to Public Contract Code §4109, based on the following:



**Subject: Arcade Cripple Creek Trail Project – Finding of Necessity Pursuant to Public Contract Code §4109**

**Date: September 14, 2023**

**Page 3 of 2**

- Subsequent to the acceptance of the bid, CVEA no longer has access to employees skilled at pile driving due to circumstances beyond their control.
- The time necessary for CVEA to acquire employees with the skills and training necessary to perform the pile driving portion of the Project would cause completion of the bridges to be delayed until spring or summer of 2024.
- Avoidable delays to the project prevent the public from utilizing the safe and accessible pedestrian facilities that the trail will provide.
- Avoidable delays continue the barriers that currently exist to public safety response across the creek at both bridge locations.

By making a Finding of Necessity for CVEA as part of the Arcade-Cripple Creek Trail Project, the requirements of Public Contract Code §4109 as it relates to the aforementioned finding of necessity will have been satisfied.

**Attachments**

- 1) Written request from CVEA
- 2) Resolution No. 2023-\_\_\_\_, a Resolution of the City Council of the City of Citrus Heights, California, determining the addition of a subcontractor to the Arcade-Cripple Creek Trail Project as a “public necessity” under Public Contract Code 4109.



**August 29, 2023**

**Re: Arcade-Cripple Creek Trail**

**Subject: Subcontractor Request**

Central Valley Engineering & Asphalt, Inc. is requesting to subcontract the pile driving portion of work on the Arcade-Cripple Creek Trail Project to Lassen Pile to assist with the construction of the bridge foundations. The personnel and equipment that were assigned to this project at time of bid are no longer available due to circumstances beyond our control. The addition of Lassen Pile will expedite the project completion to Fall of this year as opposed to Spring/ Summer of 2024.

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

Rob Hannah, Project Manager

Central Valley Engineering & Asphalt, Inc.

**RESOLUTION NO. 2023-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,  
CALIFORNIA, DETERMINING THE ADDITION OF A SUBCONTRACTOR TO THE  
ARCADE-CRIPPLE CREEK TRAIL PROJECT IS A  
“PUBLIC NECESSITY” UNDER PUBLIC CONTRACT CODE 4109**

**WHEREAS**, on August 11, 2022, the City Council of the City of Citrus Heights, California, authorized the award of a construction contract to Central Valley Engineering & Asphalt, Inc. (CVEA) to perform the Arcade-Cripple Creek Trail Project (Project);

**WHEREAS**, the City issued a written notice to proceed with the Project with a commencement date of September 26, 2022;

**WHEREAS**, at the time of bid submittal, CVEA anticipated performing pile driving operations using CVEA personnel;

**WHEREAS**, the project baseline schedule included pile driving for both bridges in May 2023;

**WHEREAS**, supply chain and fabrication challenges have caused the anticipated delivery of bridge decks to be delayed until October 1, 2023;

**WHEREAS**, CVEA resources originally assigned to the project for pile driving operations are no longer available;

**WHEREAS**, pile driving is a specialty construction trade that is in high demand;

**WHEREAS**, CVEA is not able to recruit and hire adequate staff with the skills and training necessary to perform pile driving operations on the Project without adversely affecting project delivery schedule until summer 2024;

**WHEREAS**, CVEA has proposed to subcontract with Lassen Pile to facilitate completion of the bridges in October 2023;

**WHEREAS**, Public Contract Code §4109 authorizes an owner to permit an unlisted subcontractor to perform work only “in cases of public emergency or necessity,” and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity; and

**WHEREAS**, to prevent further delay to the Project, the Contractor has proposed hiring an unlisted subcontractor, Lassen Pile, to perform the pile driving work. Commencing the work immediately is critical to advancing ahead of anticipated weather conditions later in the season. Moreover, time is of the essence as delays to the project would prevent the public from utilizing the safe and accessible pedestrian facilities that the trail will provide, and delays would prolong existing barriers to public safety response across the creek at both bridge locations.

**NOW THEREFORE BE IT RESOLVED AND ORDERED** by the City Council of the City of Citrus Heights determines that the addition of subcontractor Lassen Pile to assist in performing the Work is a “public necessity” under Public Contract Code §4109.

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 14<sup>th</sup> day of September, 2023 by the following vote, to wit:

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

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**Tim Schaefer, Mayor**

**ATTEST:**

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**Amy Van, City Clerk**



# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT MEMORANDUM

**DATE:** September 14, 2023

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

**FROM:** Alexander A. Turcotte, Chief of Police  
Kristopher Frey, Commander  
Cassandra Kinnan, Senior Management Analyst

**SUBJECT:** Police Fleet Acquisition

### **Summary and Recommendation**

Staff recommends the City Council adopt Resolution No. 2023-\_\_\_\_ a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the Acquisition of Police Fleet Vehicles.

### **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

### **Fiscal Impact**

The fiscal impact will be approximately \$470,000 from the Vehicle Replacement Fund (331-21-190-80060), which is within the Capital Replacement Fund. This expenditure includes the acquisition of the vehicles as well as installation of all police specific equipment. Funding for this purchase was planned for and is included in the FY 2023/24 budget and does not represent an additional impact to the budget.

### **Background and Analysis**

Police emergency response vehicles must be maintained to operate safely and reliably under emergency driving conditions such as vehicle pursuits or response to life threatening calls for service. This requires vehicles to be “pursuit rated” from the manufacturer and maintained to a high standard of safety performance. Non-emergency response vehicles such as code enforcement or community services vehicles do not require special certification and are maintained to standard safety and performance levels. Fleet vehicles are ascribed a replacement schedule based on the specific role of that vehicle. These schedules are based on industry best practices and manufacturer recommendations.

A police patrol vehicle should be replaced within 6 years or 100,000 miles whereas a Community Service pickup truck should be replaced after 10 years or 100,000 miles. Significant mechanical failure or other vehicle damage may require a vehicle be replaced sooner than the prescribed schedule. The police department routinely conducts an analysis of the police fleet and projected replacement needs for a ten year period. An analysis conducted by the police department in 2022 determined that 22 vehicles are in need of replacement by FY 2022-23. The police department brought forward this need at the June 23, 2022 City Council meeting. Council agreed and authorized the department to purchase 22 vehicles with the use of ARPA funding.

Falling too far beyond on the replacement cycle causes increases in safety concerns and is detrimental as vehicles cannot be quickly replaced in the event they are no longer useable. In the past year, vehicle manufactures have only opened up the ordering of police vehicles once a year and once those quotas are met, ordering is closed for another year. This limits our ability to order when vehicles are totaled or repair costs exceed the vehicle's value.

To ensure the department does not fall too far behind in the next year with replacements, staff recommends the City purchase five police vehicles utilizing the City's Purchasing Policy, to use the State of California contract in lieu of the competitive bid process.

The new vehicles will have full factory bumper to bumper warranty coverage. The replacement of these vehicles will also have a positive impact on projected repair costs for at least two to three years.

### **Attachments**

1. Resolution No. 2023-\_\_\_ a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the Acquisition of Police Fleet Vehicles.

**RESOLUTION NO. 2023- \_\_\_\_****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,  
CALIFORNIA, AUTHORIZING THE ACQUISITION OF POLICE FLEET VEHICLES**

**WHEREAS**, due to the high frequency of use and the constant demanding conditions for which police vehicles are used, they typically have a four to five year life cycle;

**WHEREAS**, the Police Department has conducted analysis of the police fleet and has determined that five vehicles are in need of replacement;

**WHEREAS**, the City is able to purchase five vehicles utilizing the available State of California contracts; and

**WHEREAS**, the Police Department will utilize the Vehicle Replacement Fund to purchase the vehicles.

**NOW THEREFORE BE IT RESOLVED AND ORDERED** that the City of Citrus Heights does hereby authorize the City Manager to acquire five police vehicles and purchase and install the necessary police equipment in the amount not to exceed \$470,000.

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 14<sup>th</sup> day of September 2023, by the following vote, to wit:

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

\_\_\_\_\_  
**Tim Schaefer, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Amy Van, City Clerk**



# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT MEMORANDUM

**DATE:** September 14, 2023

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

**FROM:** Casey Kempenaar, Community Development Director  
Nicole Piva, Housing & Human Services Program Coordinator  
Alex Turcotte, Chief of Police  
Jason Russo, Commander

**SUBJECT:** **Resolution Authorizing the City Manager to Execute a Memorandum of Understanding between the Sacramento County Department of Homeless Services and Housing and the City of Citrus Heights**

### Summary and Recommendation

Staff has developed a proposed partnership with the Sacramento County Department of Housing and Homeless Services (DHS) to provide homeless outreach and navigation services to unsheltered individuals living in a state of homelessness within the City of Citrus Heights.

DHS has an existing agreement with the non-profit Sacramento Covered for outreach and navigation services for unsheltered homeless populations living in the American River Parkway and unincorporated Sacramento County. Sacramento Covered employs Community Health Workers (CHWs) who connect unsheltered individuals living in a state of homelessness to supportive services, emergency shelter, interim and permanent housing; and who establish positive relationships with local community organizations, residents, and businesses in order to foster supportive coalitions for homeless individuals within the identified service areas.

After the dissolution of Sacramento Self-Help Housing, City staff evaluated various opportunities to continue the Homeless Navigator Program. Based on review of available alternative providers, it was evident that the DHS program in collaboration with Sacramento Covered would be the best fit for the City. City staff reached out to County staff and DHS have agreed to expand outreach and navigation services in Citrus Heights; to deliver the Community Based Navigation Program.

On August 22, 2023 the Sacramento County Board of Supervisors authorized a Memorandum of Understanding (MOU) with the City of Citrus Heights to provide these services. Authorization for execution of the MOU requires a resolution from the City Council.



**Subject: Resolution Authorizing the City Manager to Execute a Memorandum of Understanding between the Sacramento County Department of Homeless Services and Housing and the City of Citrus Heights**

**Date: September 14, 2023**

**Page 2 of 4**

Staff recommends the following motion:

Motion: Move to adopt Resolution 2023- \_\_\_\_\_ a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute the Memorandum of Understanding between the Sacramento County Department of Homeless Services and Housing and the City of Citrus Heights.

### **City Council Strategic Goal/Objective**

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

Goal: Preserve & Enhance Public Safety

Objective: Resolve Navigator contract issues and present report to City Council

### **Fiscal Impact**

Approval of the proposed MOU results in a positive Fiscal Impact through December 31, 2025. Previously, the Housing Counseling & Navigator Program was previously funded with a combination of Community Development Block Grant (CDBG) and Permanent Local Housing Allocation (PLHA) funds and the program was administered by City staff. This program will be funded through an American Rescue Plan Act (ARPA) district-directed funding allocation for District 4, Supervisor Sue Frost that allows the City to allocate previous funding towards other critical programs.

Through this collaboration, ARPA funding will be directed to DSHS to fund a 1.0 FTE Community Health Worker, client assistance support and associated administrative costs for the benefit of the City of Citrus Heights. DSHS will utilize these funds to expand the existing outreach and navigation services to the City's jurisdiction through December 31, 2025. The City is responsible for the funding and continuation of services effective January 1, 2026.

On August 22, 2023, DSHS received board approval to accept \$344,836 in an ARPA district-directed funding allocation for District 4; to execute an agreement with Sacramento Covered to provide the equivalent of one (1.0) FTE CHW dedicated to serve individuals living unsheltered within the city limits of Citrus Heights. Program services will begin once the MOU is executed and will be provided through December 31, 2025. Staff is exploring other long-term sustainable funding.

	<b>FY 23/24</b>	<b>FY 24/25</b>	<b>FY 25/26</b>	<b>Total</b>
<b>Funding Amounts</b>	\$137,918	\$137,918	\$69,000*	\$344,836
*FY 25/26 total reflects funding through December 31, 2025				

**Subject: Resolution Authorizing the City Manager to Execute a Memorandum of Understanding between the Sacramento County Department of Homeless Services and Housing and the City of Citrus Heights**

**Date: September 14, 2023**

**Page 3 of 4**

### **Background and Analysis**

The City of Citrus Heights previously funded and administered a contract with Sacramento Self-Help Housing (SSHH) to fund 1.5 Full Time Equivalent (FTE) staff in response to the need for outreach services within the city limits. This program, known as a Housing Counseling and Navigator Program, provided services to the clients in Citrus Heights, which included, but was not limited to: information and connections for mainstream benefits and homeless services; referrals and connections to sheltering for housing and services; assistance to obtain documents necessary for housing services; referral for food and clothing; and transportation assistance.

In early 2023, SSHH filed for bankruptcy and, consequently, the agency closed in early June 2023, resulting in the loss of staffing for Housing Counseling & Navigator Program. The City sought to contract with similar nonprofits to ensure continuity of homeless services within the limits but were unable to identify a subsequent provider. The City reached out to County of Sacramento for a possible expansion of services of the county's existing Community Based Outreach Program within their jurisdiction.

In May 2023, DSHS and the City began discussions to explore opportunities for partnership to build on recent county efforts for outreach and navigation services provided by Sacramento Covered. DSHS currently contracts with Sacramento Covered to provide outreach and rehousing services for unsheltered homeless population in the American River Parkway and County-identified service areas and jurisdictions. Sacramento Covered employs Community Health Workers (CHWs) who connect individuals living unsheltered to supportive services, emergency shelter, interim and permanent housing; and establish a positive relationship with local community organizations, residents and businesses in order to foster a supportive coalition for homeless individuals with the identified service areas. Supportive services are, but not limited to: CalFresh, CalWorks, General Assistance, Foster Care, Medi-Cal, Social Security Income and Veteran Services. The CHWs assist homeless individuals to obtain documents required to receive these services and obtain emergency shelter, interim and permanent housing.

Through this collaboration and ARPA district-directed funding allocations from Sacramento County District 4 Supervisor Sue Frost, funding will be directed to DSHS to support a 1.0 FTE Community Health Worker, client assistance supports and associated administrative costs for the City. DSHS will administer the Community Based Outreach Program and utilize these funds to expand the existing outreach and navigation services to Citrus Heights through December 31, 2025. The City would be responsible for the funding continuation of services effective January 1, 2026.

**Subject: Resolution Authorizing the City Manager to Execute a Memorandum of Understanding between the Sacramento County Department of Homeless Services and Housing and the City of Citrus Heights**

**Date: September 14, 2023**

**Page 4 of 4**

**Attachments**

1. Memorandum of Understanding between the Sacramento County Department of Homeless Services and Housing and the City of Citrus Heights
2. Resolution No. 2023\_\_\_\_ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Memorandum of Understanding Between the Sacramento County Department of Homeless Services and Housing and the City of Citrus Heights

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE SACRAMENTO COUNTY  
DEPARTMENT OF HOMELESS SERVICES AND HOUSING AND  
THE CITY OF CITRUS HEIGHTS**

**THIS MEMORANDUM OF UNDERSTANDING** hereinafter referred to as "MOU" is made and entered into as of this       day of       , 2023, by and between the SACRAMENTO COUNTY DEPARTMENT OF HOMELESS SERVICES AND HOUSING, hereinafter referred to as "DHS", and the CITY OF CITRUS HEIGHTS, hereinafter referred to as "CH".

**W I T N E S S E T H**

**WHEREAS**, DHS is a department of the County of Sacramento and is overseen by the Sacramento County Board of Supervisors; and,

**WHEREAS**, CH is seeking to partner with DHS in order to provide homeless outreach and navigation services to unsheltered individuals living in a state of homelessness within the City of Citrus Heights; and

**WHEREAS**, DHS has an existing agreement with Sacramento Covered for outreach and navigation services for unsheltered homeless populations living in the American River Parkway and Unincorporated County; and

**WHEREAS**, Sacramento Covered employs Community Health Workers who connect unsheltered individuals living in a state of homelessness to supportive services, emergency shelter, interim and permanent housing; and who establish positive relationships with local community organizations, residents and businesses in order to foster supportive coalitions for homeless individuals within identified service areas; and

**WHEREAS**, DHS and CH have agreed to partner to deliver the Community Based Navigation Program within the City of Citrus Heights; and

**WHEREAS**, DHS will execute an agreement with the contracted county outreach provider to expand outreach and navigation services in Citrus Heights, through funds made available by a district-directed funding allocation of American Rescue Plan Act (ARPA) funding for District 4; and

**WHEREAS**, CH will collaborate with DHS and the identified provider for the provision of services to ensure alignment with the approved funding source for this activity; to include data and additional funding requirements.

**NOW, THEREFORE, in consideration of the mutual promises set forth**, the parties hereto agree as follows:

**I. TERM**

This MOU shall be for the period commencing July 1, 2023 and ending December 31, 2025. Amendments to this agreement may be made with a mutual written agreement from both parties. CH will be responsible for the continuation of services and funding beyond the term of this MOU.

**II. RESPONSIBILITIES**

A. DHS shall be responsible for the following:

1. Execute a contract with the selected service provider(s) to provide a Community Health Worker (CHW) for the City of Citrus Heights.
2. Monitor service provider(s) to ensure that services are being provided.

## B. CH shall be responsible for the following:

1. Support the CHW assigned to the City of Citrus Heights to locate, identify and access participants.
2. Ensure participant eligibility and adherence to funding requirements.
3. Provide any relevant training to the identified DSHS and contracted staff as necessary.

## C. Mutual Responsibilities

1. DSHS and CH agree that they will establish mutually satisfactory methods for the exchange of information as may be necessary to enable each party to perform its duties.

**III. TERMINATION**

Either party may terminate this MOU without cause upon thirty (30) days written notice served upon the other party.

**IV. NOTICES**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this MOU shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

**DSHS**

Director

Department of Homeless Services and Housing  
700 H Street, Suite 5720  
Sacramento, CA 95814

**CH**

City Manager

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

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

**COUNTY OF SACRAMENTO  
DEPARTMENT OF HOMELESS SERVICES  
AND HOUSING**

a political Subdivision of the State of California

**CITY OF CITRUS HEIGHTS**

a political Subdivision of the State of California

By \_\_\_\_\_  
Emily Halcon, Director  
Department of Homeless Services and Housing  
Designee as per S.C.C. 2.61.012(h)

By \_\_\_\_\_  
Ashley Feeney, City Manager  
City of Citrus Heights  
Designee as per S.C.C. 2.61.012(h)

Date \_\_\_\_\_

Date \_\_\_\_\_

**RESOLUTION NO. 2023- \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,  
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM  
OF UNDERSTANDING BETWEEN THE SACRAMENTO COUNTY DEPARTMENT OF  
HOMELESS SERVICES AND HOUSING AND THE CITY OF CITRUS HEIGHTS**

**WHEREAS**, Department of Homeless Services and Housing (DHS) is a department of the County of Sacramento and is overseen by the Sacramento County Board of Supervisors;

**WHEREAS**, the City is partnering with DHS in order to provide homeless outreach and navigation services to unsheltered individuals living in a state of homelessness within the City of Citrus Heights;

**WHEREAS**, DHS has an existing agreement with Sacramento Covered for outreach and navigation services for unsheltered homeless populations living in the American River Parkway and Unincorporated County;

**WHEREAS**, Sacramento Covered employs Community Health Workers (CHWs) who connect unsheltered individuals living in a state of homelessness to supportive services, emergency shelter, interim and permanent housing; and who establish positive relationships with local community organizations, residents and businesses in order to foster supportive coalitions for homeless individuals within identified service areas;

**WHEREAS**, DHS and the City have agreed to partner to deliver the Community Based Navigation Program within the City of Citrus Heights; and

**WHEREAS**, DHS will execute an agreement with Sacramento Covered to expand outreach and navigation services in Citrus Heights, through funds made available by a district-directed funding allocation of American Rescue Plan Act (ARPA) funding for District 4 through Supervisor Sue Frost; and

**WHEREAS**, the City will collaborate with DHS and Sacramento Covered for the provision of services to ensure alignment with the approved funding source for this activity; to include data and additional funding requirements.

**NOW THEREFORE BE IT RESOLVED AND ORDERED** that the City Council of the City of Citrus Heights does hereby authorize the City Manager to execute the Memorandum of Understanding between the Sacramento County Department of Homeless Services and Housing and the City of Citrus Heights,

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 14th day of September 2023 by the following vote, to wit:

**AYES: Council Members:**

**NOES: Council Members:**

**ABSTAIN: Council Members:**

**ABSENT: Council Members:**

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**Tim Schaefer, Mayor**

**ATTEST:**

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**Amy Van, City Clerk**

**Attachment:**

1. Memorandum of Understanding between the Sacramento County Department of Homeless Services and Housing and the City of Citrus Heights



# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT

### MEMORANDUM

**DATE:** September 14, 2023

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

**FROM:** Meghan Huber, Economic Development & Community Engagement  
Director  
Courtney Riddle, Management Analyst II

**SUBJECT:** Allocation of Fiscal Year 2023/2024 Community Support Funding

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#### **Summary and Recommendation**

The City of Citrus Heights offers limited one-time funding for non-profit organizations that provide services to residents of the Citrus Heights community through the Community Support program.

There is \$180,000 available in Community Support Funding for Fiscal Year 2023/2024. The application period opened on July 24, 2023, and six (6) applications were received by the August 18, 2023 closing deadline.

The Finance Committee reviewed the Community Support Fund applications on August 24, 2023. The Committee had additional questions, and staff sent letters to the applicants on August 28, 2023, requesting clarification on the Finance Committee's comments. Based on that additional information, the Finance Committee recommended funding applications for a total of \$149,863.

Staff recommends the City Council approve Resolution No. 2023-\_\_\_ a Resolution of the City Council of the City of Citrus Heights, California Approving Community Support Funding Award Allocations for Fiscal Year 2023/2024.

#### **Fiscal Impact**

Total annual funding for the program is \$180,000, and the Finance Committee has recommended dispersing \$149,863 to applicants, leaving \$30,137 in funding available for other Economic Development and Community Engagement Grant Programs in Fiscal Year 2023/2024. These programs include the Economic Development Support suite of grants, the Neighborhood Improvement Partnership Program, and the History and Arts Grant Program.



### **Background and Analysis**

The City of Citrus Heights offers limited one-time funding for non-profit organizations that provide services to residents of the Citrus Heights community through the Community Support program. The program is administered on an annual basis through an application process. Program applications detail the proposed project description and schedule, number of residents served by the project, cost, the ability to be self-sustaining, and the leveraging of other funding sources, as well as performance indicators. Staff aggregates and reviews applications for completeness and presents them to the City Council Finance Committee. The Finance Committee reviews the mix of applications and makes grant amount recommendations for City Council consideration.

There is \$180,000 available in Community Support for Fiscal Year 2023/2024. The application period opened July 24, 2023, and six (6) applications were received by the closing deadline of August 18, 2023:

<b>NON PROFIT</b>	<b>PROJECT DESCRIPTION</b>	<b>REQUESTED FUNDING</b>	<b>COMMITTEE RECOMMENDATION</b>
Campus Life Connection (Sayonara Center)	Sayonara Center operations and after-school programs	\$20,000	\$20,000
Citrus Heights Marching Band	Instructional Staff compensation, equipment, and materials, Howl'O Ween Parade traffic control;	\$20,000	\$20,000 with the condition that the City be listed as a sponsor of the Howl O'Ween Parade
Community Link Capital Region	Home delivery of meals using an existing partnership with DoorDash to deliver food pantry items from Sunrise Christian Food Ministry	\$2,498	\$2,498
Meals on Wheels	Meal provision for 185 unduplicated seniors in Citrus Heights	\$82,000	\$82,000 with the condition that the Citrus Heights waiting list of 20 people be eliminated and those clients supported with the approved funding.
Single Mom Strong	Increase existing programs and services to support single-parent families	\$25,365	\$25,365
Sunrise Christian Food Ministry	Daily redistribution of recovered food from local grocery stores to those experiencing food insecurity	\$21,600	\$0; Not recommended. The committee wants a more significant focus on Citrus Heights residents.
<b>TOTAL</b>		<b>\$171,463</b>	<b>\$149,863</b>

**Attachments**

- (1) Original Community Support Fund Applications
- (2) Council Finance Committee Comment Letters
- (3) Resolution 2023-\_\_\_\_ a Resolution of the City Council of the City of Citrus Heights, California Approving Community Support Funding Award Allocations for Fiscal Year 2023/2024.

## Application for Community Support Funding – FY 2023/2024

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### **Background**

The City of Citrus Heights offers limited one-time funding for non-profit organizations that provide services to residents of the Citrus Heights community. This application form is intended only for non-profit organizations requesting Community Support Funding. Requests for Community Development Block Grant Funding (CDBG) or other non-Community Support Funding require a separate application form. Please contact the City's Housing and Grants Division for information about the CDBG application process and funding schedule at (916) 727-4752 or [npiva@citrusheights.net](mailto:npiva@citrusheights.net).

### **Eligibility**

Non-profit organizations that provide services to residents of Citrus Heights can apply for Community Support Funding. Submission of an application is not a guarantee of funding. Applicants must submit a copy of the organization's IRS 501(c)(3) Designation Letter with the Community Support Funding Application for the City to process the application.

### **Application Submission**

Eligible non-profit organizations may submit Community Support Funding Applications during the annual funding cycle by emailing [communityengagement@citrusheights.net](mailto:communityengagement@citrusheights.net). Applicants must answer all questions and provide adequate documentation to support their application. Applications are due on August 18, 2023, at 4:00 pm, and applicants will be notified of receipt via email by Monday, August 21, 2023.

### **Requests \$2,500 and Above**

The City Council will make all funding decisions for requests of \$2,500 or more. The City Council may elect to fund all or a portion of the amount requested by the applicant. If an application submitted for Community Support Funds is better suited for other funding sources (e.g., federal CDBG funds), the Council may defer action and refer the applicant to the alternative funding source.

### **Requests under \$2,500**

The City Manager will review Community Support Funding requests of less than \$2,500. The City Manager can determine whether to fund all or a portion of the requested amount after reviewing the project application or refer the matter for formal Council action.

### **Additional Application Considerations**

An incomplete or late application may disqualify the application from consideration. If funding is approved, a City representative will contact the applicant. City funding may not be used to provide stipends or any other benefit to elected officials. Please refer all questions regarding this application to Courtney Riddle at (916) 727-4807 or [communityengagement@citrusheights.net](mailto:communityengagement@citrusheights.net).

# APPLICATION FOR COMMUNITY SUPPORT FUNDING

## Part One – General Information

<b>Project Name:</b> Citrus Heights Community Marching Band	
<b>Organization Name:</b> CHCMB Incorporated	<b>501(c)(3) Number:</b> 81-0907808
<b>Address:</b> 8436 Jewel Way	<b>Phone:</b> 916-879-6979
Citrus Heights CA	<b>Fax:</b>
95610	<b>Website:</b> <a href="http://www.chcmb.org">www.chcmb.org</a>
<b>Directors:</b> Kody Tickner, Sarah Hendricks	<b>Phone:</b> 916-879-6979
	<b>Email:</b> <a href="mailto:kody@chcmb.org">kody@chcmb.org</a> , <a href="mailto:sarah@chcmb.org">sarah@chcmb.org</a>
<b>Contact Person:</b> Kody Tickner, Sarah Hendricks	<b>Phone:</b> 916-879-6979
	<b>Email:</b> <a href="mailto:kody@chcmb.org">kody@chcmb.org</a> , <a href="mailto:sarah@chcmb.org">sarah@chcmb.org</a>
<b>Amount of Funding Requested:</b>	<b>\$20,000.00</b>

## Part Two – Project Specifics

Please answer the following questions in the space provided below.

- 1) **PROJECT DESCRIPTION.** Provide a brief and clear description of your project. List all Community Support Funding the City of Citrus Heights has awarded your organization in the past five (5) years. For each Community Support Funding allocation you received in the past five (5) years, indicate the date of application, the name of the project, and the dollar amount(s) disbursed.

*The Citrus Heights Community Marching Band is a nonprofit organization originally created for the entertainment of the citizens of the City of Citrus Heights and surrounding neighborhoods, as well as the education and enrichment of amateur musicians of all ages and backgrounds within our community through pageantry and performing arts.*

*The City of Citrus Heights has been a longtime supporter of the CHCMB. The City of Citrus Heights has continuously supported us in past years due to our constant productivity and improvement of the services we provide to our community.*

*Like all other nonprofits, the year 2020 crippled the Citrus Heights Community Marching Band. Four major fundraising events were reduced to just one, and 18 performances were reduced, also to just one. The CHCMB established itself as a leader in our community by being the first recreational program to open during the global pandemic. We did so by displaying a commitment to the safety of our members, and our audience.*

*The death of our founder Kathy Cook in August of 2021 also dealt the CHCMB a tremendous blow. The void of Kathy's leadership and dedication has forced the band to reduce operations and postpone expenditures such as instrument/uniform repairs and upgrades.*

*Despite the challenges of the past few years, we have been able to continue to offer our membership completely free of charge to our members. We also have been able to maintain a scholarship fund for our younger members to have free professional lessons, supported entirely by past public donations.*

- 2) **NUMBER OF CITRUS HEIGHTS RESIDENTS SERVED BY THE PROJECT.** Provide documentation detailing the number of residents your organization would serve with the requested funds. Describe your process for collecting and maintaining accurate records of the number of Citrus Heights residents you would serve if awarded the requested funds.

*Approximately 110 individuals participate in the CHCMB as performers or volunteers, the vast majority of which are residents of the City of Citrus Heights. The remaining individuals from surrounding communities are frequent guests of Citrus Heights to patronize our vast array of dining and shopping venues. Our goal is to enhance and strengthen our organization to support a larger number of performing members and volunteers, in a manner which will create a more rewarding experience.*

- 3) **PROJECT COST.** What is the total project cost? How much of the total project cost is your organization requesting the City to pay? What is the cost per Citrus Heights resident your organization will serve if awarded the requested funds?

*For 2023, CHCMB Incorporated is requesting \$10,000 for use by the Citrus Heights Community Marching Band for the purpose of compensating instructional staff, providing proper equipment and materials for our members to use (at no cost to them) and other costs which we incur with multiple public events per year.*

We are also requesting an additional \$10,000 to facilitate the road closure for our 2023 Howl O' Ween Parade, to be held on Saturday, October 21<sup>st</sup>, 2023.

- 4) **ABILITY TO BECOME SELF-SUSTAINING.** The City's Community Support Funding grants are intended to be a one-time allocation and should not be considered an annual funding source. Although submission of a Community Support Funding Application does not prohibit an organization from submitting Community Support Applications in subsequent years, annual funding is not guaranteed. Describe your plan to fund the proposed project in future years.

*The Citrus Heights Community Marching Band begins its eighteenth year in 2023, and has proven itself as a versatile and beneficial charity to the community of Citrus Heights and surrounding neighborhoods. Although providing entertainment at public events was our creating focus, we have grown to host our own events which have drawn thousands of guests to venues including the Citrus Heights Community Center and Rusch Park.*

*Although the CHCMB is able to perform its basic functions on its own, we feel that our best service to the community would take place in continued partnership with the City of Citrus Heights.*

- 5) **LEVERAGING OF FUNDS.** Does your organization have any other funds or funding commitments to assist in financing the project? Have other agencies been asked to provide support? If so, please list the organizations/agencies names, contact name(s), telephone number(s) and the amount of funding requested and/or committed.

*The CHCMB is funded, in part, by private donations often earmarked for specific purposes such as a piece of musical equipment, or to help with a specific performance or event. We hold no corporate commitments of any kind, and proudly maintain our organization within our performing membership.*

- 6) **FUNDING FAIR SHARE.** If the program serves residents outside of the city of Citrus Heights, describe how the funding will be prorated so the City only pays for the number of Citrus Heights residents the project will serve if funded.

*The CHCMB proudly represents the City and Community of Citrus Heights. The vast majority of our membership are residents here, and the few who reside in surrounding areas consistently visit Citrus Heights outside of their participation in the CHCMB to patronize our local businesses, attend our schools, and enjoy our amenities. As such, the overall focus of the program is to serve and represent the City of Citrus Heights, so we have not considered asking other communities for support.*

- 7) **COST DOCUMENTATION.** Provide a detailed budget of the estimated project cost using the form below.

*We invite you to review our detailed Budget, as prepared by our Band Manager and Treasurer, Sarah Hendricks*

- 8) **PERFORMANCE INDICATORS.** Are there measurable results/benchmarks to evaluate the success of the proposed project? If so, please summarize below.

*The CHCMB was created by Kathy Cook in the spring of 2005 to fill the void of available marching bands for the Citrus Heights Red, White, and Blue Parade. The CHCMB's first performance was the following summer, and has set this annual event as the pinnacle of each year of our existence.*

*In addition to the exciting performances delivered by the CHCMB, our organization has proven proficiency in hosting successful fundraising events which are focused towards welcoming everyone in our community. Our annual Spaghetti Feed hosts over 700 guests per year, and our "Howl - O - Ween" Parade and Harvest Festival hosted over 50 entries in our parade along Auburn Blvd, and an estimated 2500 guests at the Harvest Festival at Rusch Park.*

*We hope to continue this vast growth in partnership with the City of Citrus Heights.*

- 9) **PROJECT HISTORY.** Describe the project history if there is one. Has the project been successful in serving the projected number of Citrus Heights residents? List the estimated and actual number of Citrus Heights residents served by prior Citrus Heights Community Support Funding allocations your organization received in the past five (5) years.

*The CHCMB began in 2005 as a "one shot deal" to perform in the Citrus Heights Red White and Blue Parade. From 2005-2010 the band had a compliment of roughly 30-40 members at a time, coming together to prepare for 3-4 events per year. In 2011, the CHCMB took a major step forward in performing ability by adding a schedule of high school football games and band competitions, which attracted more members, bringing our membership as high as 86 performers in 2012.*

- 10) **PROJECT SCHEDULE.** Provide a project schedule listing the following dates: (1) when your organization needs the funding; (2) project start; (3) project milestones; and (4) project completion.

1. The City Support Grant will support the CHCMB from July 2023-June 2024.
2. Our "project" began in 2005, and has ran continuously and successfully since its inception
3. Our milestones are far too vast to be included on this document. A separate page has been included
4. On December 20th 2015, CHCMB leaders, with the assistance of Citrus Heights Mayor Jeannie Bruins, we able to form a new Non-Profit corporation called CHCMB Inc. which will secure our existence for years and years to come.

- 11) **LOCAL AFFILIATION.** Does your organization have advisory or board members who are residents of Citrus Heights or have other ties to the City (employment/business connections)?

The CHCMB has 8 members of its Board of Directors, 5 of which are longtime residents of Citrus Heights.

*By signing this document, I certify that I will only use the City funds for what has been outlined in this application.*

*Kody A Tickner*

*July 24<sup>th</sup>, 2023*

Signature

Date



City of Citrus Heights  
 6360 Fountain Square Drive  
 Citrus Heights, CA 95621  
 916.727.4807 | [communityengagement@citrusheights.net](mailto:communityengagement@citrusheights.net)

## FY 2023-2024 Application for Community Support Funding

**\$180,000 in Total Funding Available for Public Services**

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### **Background**

The City of Citrus Heights offers limited one-time funding for non-profit organizations that provide services to residents of the Citrus Heights community. ***This application form is intended only for non-profit organizations requesting Community Support Funding.*** Requests for Community Development Block Grant Funding (CDBG) or other non-Community Support Funding require a separate application form. Please contact the City's Housing and Grants Division for information about the CDBG application process and funding schedule at (916) 727-4752 or [npiva@citrusheights.net](mailto:npiva@citrusheights.net).

### **Eligibility**

Non-profit organizations that provide services to residents of Citrus Heights can apply for Community Support Funding. Submission of an application is not a guarantee of funding. ***Applicants must submit a copy of the organization's IRS 501(c)(3) Designation Letter with the Community Support Funding Application*** for the City to process the application.

### **Application Submission**

Eligible non-profit organizations may submit Community Support Funding Applications during the annual funding cycle by emailing [communityengagement@citrusheights.net](mailto:communityengagement@citrusheights.net). Applicants must answer all questions and provide adequate documentation to support their application. ***Applications are due on August 18, 2023, at 4:00 pm, and applicants will be notified of receipt via email by Monday, August 21, 2023.***

### **Requests \$2,500 and Above**

The City Council will make all funding decisions for requests of \$2,500 or more. The City Council may elect to fund all or a portion of the amount requested by the applicant. If an application submitted for Community Support Funds is better suited for other funding sources (e.g., federal CDBG funds), the Council may defer action and refer the applicant to the alternative funding source.

### **Requests under \$2,500**

The City Manager will review Community Support Funding requests of less than \$2,500. The City Manager can determine whether to fund all or a portion of the requested amount after reviewing the project application or refer the matter for formal Council action.

### **Additional Application Considerations**

***An incomplete or late application may disqualify the application from consideration. If funding is approved, a City representative will contact the applicant. City funding may not be used to provide stipends or any other benefit to elected officials.***

Please refer all questions regarding this application to Courtney Riddle at (916) 727-4807 or [communityengagement@citrusheights.net](mailto:communityengagement@citrusheights.net).

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## APPLICATION SUBMITTAL PROCESS

There are multiple options for submittal: (1) Electronic: must be submitted as a PDF file and e-mailed to [communityengagement@citrusheights.net](mailto:communityengagement@citrusheights.net) (2) Deliver to City of Citrus Heights City Hall no later than **August 18, 2023, by 4:00 PM.**

### **PLEASE NOTE**

*This application is **ONLY** for non-profit organizations that provide services to residents of the Citrus Heights community.*

### **APPLICATION REVIEW**

Once the final application date and time have passed, applications may not be amended or substituted unless the city staff has requested or permitted the amendment. City staff reserves the right to contact an applicant if additional information is required. City staff can provide technical assistance before the application due date.

City staff will review applications to determine whether the proposed activities meet eligibility criteria. Suggested activities will be evaluated based on their benefit to the community and feasibility for successful and timely implementation.

### **APPLICATION TIPS AND INSTRUCTIONS:**

- Staff is available until the application deadline to answer questions about the application requirements or process.
- Submit
  - One (1) electronic copy. The electronic copy must be submitted as a PDF. Electronic copies must be submitted via email to [communityengagement@citrusheights.net](mailto:communityengagement@citrusheights.net). ***Or***
  - Deliver a hard copy to the City of Citrus Heights, 6360 Fountain Square Drive, Citrus Heights, CA 95621, Attention: Courtney Riddle, by 4:00 pm on August 18, 2023.
- The application must be completed and submitted in its entirety. Check carefully to ensure that you have answered all applicable questions. Do not delete questions that do not apply to your organization's project.

### **GRANT SCHEDULE**

The city anticipates the following schedule for reviewing submitted applications and determining funding awards.

July 24, 2023	Application period opens
August 18, 2023	Applications are Due by 4:00 PM <b><i>Email Applications</i></b> to <a href="mailto:communityengagement@citrusheights.net">communityengagement@citrusheights.net</a> . <b><i>Mail or Drop off:</i></b> Citrus Heights City Hall, 6360 Fountain Square Drive, Citrus Heights, CA 95621
September 8, 2023	Applicants will be notified via e-mail of the status of their application and the next steps
September 14, 2023	City Council meeting to consider recommendations and award funding





City of Citrus Heights  
 6360 Fountain Square Drive  
 Citrus Heights, CA 95621  
 916.727.4807 | [communityengagement@citrusheights.net](mailto:communityengagement@citrusheights.net)

## APPLICATION FOR FY 2023/2024 COMMUNITY SUPPORT FUNDING

### Part One – General Information

<b>Project Name:</b> Sayonara Center After-School Program	
<b>Organization Name:</b> Campus Life Connection	<b>501(c)(3) Number:</b> (Must include a copy of the letter with the application) 68-0279554
<b>Address:</b> PO Box 156, West Sacramento, CA 95691	<b>Phone:</b> (916) 857-0660
	<b>Website:</b> <a href="http://www.campuslifeconnection.org">www.campuslifeconnection.org</a>
<b>Director:</b> Ed Kaczmarek	<b>Phone:</b> [REDACTED]
	<b>Email:</b> <a href="mailto:ed@campuslifeconnection.org">ed@campuslifeconnection.org</a>
<b>Contact Person:</b> Mike Edwards, Business Manager	<b>Phone:</b> (916) 857-0660
	<b>Email:</b> <a href="mailto:medwards@campuslifeconnection.org">medwards@campuslifeconnection.org</a>
<b>Amount of Funding Requested:</b>	<b>\$20,000.00</b>

### Part Two – Project/Program Specifics

Please answer the following questions in the space provided below.

- PROJECT DESCRIPTION.** Provide a brief and clear description of your project. List all Community Support Funding the City of Citrus Heights has awarded your organization in the past five (5) years. For each Community Support Funding allocation you received in the past five (5) years, indicate the date of application, the name of the project, and the dollar amount(s) disbursed.

Since 2004, the Sayonara Center has made a tremendously positive impact on hundreds of students who live on Sayonara Drive and in the surrounding community. The Sayonara Center is a free, after-school center that provides 105 underserved, vulnerable, low-income, and at-risk youth in 1<sup>st</sup> through 12<sup>th</sup> grade each year, offering sports opportunities and recreational activities; one-on-one mentoring; tutoring, homework assistance, and educational activities and games; a technology center for students to complete school assignments; daily, nutritious snacks and meals; life-skills classes (e.g., biweekly cooking and baking classes); opportunities to participate in day trips and camps; and monthly bi-lingual parenting support dinners and classes to help equip parents/guardians of Sayonara Center students.

The mission of the Sayonara Center is to teach vulnerable youth character, confidence, and responsibility and to raise up leaders from within this challenged community who will affect long-term change.

Students receive help with their homework, which propels many of them on to greater academic achievements, including better attendance records, improved grades, and a greater chance of graduation. Staff and volunteers break into small groups with the attending students to practice reading out loud; to work on addition, subtraction and multiplication; and to finish up their homework for the night, if needed. This extra tutoring has become part of the

students' lives and routines. Students are also given the opportunities to play educational games that build on, refine, and reinforce academic concepts. The students look forward to receiving this extra educational assistance, and their parents appreciate knowing that their children are in a safe environment, are learning, and will return home with their homework and school projects completed.

We have also partnered with Sylvan Oaks Library to help students work on educational projects. The library brought in supplies for the Sayonara Center students to do STEM projects, and the library purchased new books for the students to read, which has greatly enhanced the students' literacy.

Besides the learning aspects, the students have formed special bonds with Sayonara Center staff and our 18 volunteers. Sayonara Center staff and volunteers fulfill many roles—tutor, mentor, advisor, food preparer, taxi driver, coach, and friend. Their commitment to making the Sayonara Center a safe place for children to learn and grow is what has made the Sayonara Center such a catalyst for change—on a personal level and throughout the community it serves. Our volunteers read to students, help them with homework, work on flash cards, check in on students, bake them treats, plan lessons and crafts, and play games to help make the Sayonara Center a place students feel wanted and welcomed. The students recognize that they are cared for and the Sayonara Center staff and volunteers pour into the students' lives through the friendships and mentorships they have formed at the Sayonara Center.

The most powerful part of all of those pieces is the genuine care given by the Sayonara Center staff, volunteers, and community partners. When students are given assistance with homework, play a game, or receive help learning sight words or math concepts, it is done so with care—with the student's well-being and future in mind. The students are cheered on, lifted up, and exhorted when necessary to help them become the best they can be.

Beyond the daily Sayonara Center activities, the community's love for the Sayonara Center youth has provided rich recreational opportunities that many students would not have otherwise—including participation in the mid-week activities; field trips; the Citrus Heights Police Activities League (P.A.L.); an 8-week Crossover Basketball league for middle-school and high-school students, coached by two Sayonara Center high-school students, which will be repeated this fall; and a number of activities during the summer including camps, swimming lessons, and arts and crafts.

Each afternoon, students receive a healthy meal and snacks through our generous donors, such as Sunrise Community Church and Sunrise Christian Food Ministry. For many of our students, the afternoon meal they receive at the Sayonara Center is the last nutritious meal they will have for the day. During the school year, the Sayonara Center feeds an average of 50 students daily after school. During the summer months, the majority of Sayonara Center students do not have daily meals as they are not in school to receive free lunches. Through this grant project, we will continue to increase our offering of meals by providing our 105 students with meals during the summer whenever an activity is offered. We will also continue to allow students to take extra food from the Sayonara Center's daily meals home to their families to help supplement nutritional gaps.

The Sayonara Center offers biweekly cooking and baking classes, held by a retired culinary teacher, to teach the students about nutrition and to give them skills to prepare healthy meals for themselves and their families.

Behind each word used to describe the Sayonara Center and what we do is a caring staff, an army of volunteers, and a tremendous amount of love and concern for the well-being of each and every student that motivates us to continue on and to do better each year—and is often a catalyst to help children grow to become strong, participating members of their community and has the potential to raise up leaders from within this community and create long-term change.

The City of Citrus Heights has funded this project several times in the past, including financial gifts and providing the facility in which we meet.

Date of Application	Project	Amount Received
2022	Sayonara After-School Center	\$15,000
2021*	Sayonara After-School Center	\$15,000
2020	Sayonara After-School Center	\$11,000
2019	Sayonara After-School Center	\$11,000
2018	Sayonara After-School Center	\$11,000
2017	Sayonara After-School Center	\$11,000

\*In 2021, we received \$15,000 from the City of Citrus Heights' CDBG-CV-3 Phase I (FY 21/22 Formerly CSF).

- 2) **NUMBER OF CITRUS HEIGHTS RESIDENTS SERVED BY THE PROJECT.** Provide documentation detailing the number of residents your organization would serve with the requested funds. Describe your process for collecting and maintaining accurate records of the number of Citrus Heights residents served if awarded the requested funds.

The Sayonara Center will serve approximately more than 300 Citrus Heights residents. Registration is held at the Sayonara Center at the start of each school year. The parent(s)/guardian(s) of each child who participates must fill out a registration form noting name, address, number of people in household and ages, schools attended by their children, income, race, ethnicity, and household characteristics. Each time a new child begins to participate at the Sayonara Center during the school year, their parents are required to fill out the same form. This process allows us to accurately track the number of residents being assisted and provides the Sayonara Center with pertinent identification information including ethnicity, race, and household income data. This ensures that the participants at the Sayonara Center meet the objective of helping low- or moderate-income persons.

The Sayonara Center is well-known in the community as resource for academic help, as well as a fun place to participate in safe, after-school play; field trips; end-of-school-year BBQs; and summer camps. The reputation of the Sayonara Center allows other individuals to feel safe approaching us from time to time to ask for assistance. We help as many people as we can, as our resources allow. For example, since 2012, we've been offering Thanksgiving meal baskets to Sayonara Center families and neighboring residents as they otherwise would not be able to enjoy a traditional holiday meal. Each Christmas, we give a present to every Sayonara Center student, as well as to everyone in their household under age 18, and we go door-to-door in the Sayonara community to give out extra presents.

The number of people we assist outside of direct Sayonara Center participants and their families fluctuates. If we are able, we offer food or clothing, or we may refer individuals and families to another agency in the community that can provide the help they need.

We have been able to refer four Sayonara Center families to shop at the Underground Clothing Connection at the Sunrise Mall (which provides new and gently-used clothing to families, referred by the school district, at no cost, but with the experience of shopping at a mall), and will continue to refer more families. We have also nominated families for the Citrus Heights Police Department's holiday referral program.

Additionally, we placed two Sayonara Center students into weekly counseling to provide them with needed emotional support as a result of the pandemic and past trauma. We've also connected families with the Citrus Heights' Navigator, a nonprofit organization that helps families in transition find housing.

In addition to those we help who are not regular Sayonara Center participants, the number we serve includes registered Sayonara Center participants, as well as the families of those children. Approximately 63% of the students with whom we work have non-English-speaking parents, who face great challenges to help their children academically due to the language barrier. To further support the parents of the Sayonara Center participants, we offer a monthly dinner and parenting class, in partnership with Kingswood K-8 School, to support and equip parents in our community, which have been extremely well received.

The Sayonara Center offers a “store,” where students can purchase items such as small toys, snacks, beverages, etc. from tickets they earn from participation, homework completion, and good behavior. Our older students can earn tickets for helping younger students with their homework.

Recently, the Rob Maxey Legacy Foundation created a brand-new scholarship program, in partnership with the Sayonara Center and other Campus Life Connection programs, to benefit Sayonara Center students and other area students in need. The Foundation recently awarded a Sayonara Center graduate with a \$1,500 scholarship to attend college.

We currently have 105 students registered at the Sayonara Center, so, based on Sayonara Center participants and their families alone, we serve approximately 300 people. Figuring in an unknown number of requests for help throughout the year, we estimate that we serve more than 300 people over the course of the year.

Partnering with nearby schools (Kingswood K-8 School and San Juan High School), the Sayonara Center’s services are made known to students and their families and students are easily recruited.

- 3) **PROJECT COST.** What is the total project cost? How much of the total project cost is your organization requesting the City to pay? What is the cost per Citrus Heights resident your organization will serve if awarded the requested funds? *Please include a copy of a detailed budget with the application (Item # 7 below must be completed).*

The cost to run the Sayonara Center is \$212,360.26. We are requesting \$20,000 from the City of Citrus Heights. This would be in addition to the \$20,000 requested from the 2023/2024 City of Citrus Heights’ CDBG funds and the building provided by the City of Citrus Heights (in-kind giving for rent—an additional \$32,400 of the total estimated cost). Based on 300 people per year, the per-resident cost to the City is approximately \$67 per year, or about \$5.58 per month. (Numbers for the City cost include General Fund money plus CDBG.)

- 4) **ABILITY TO BECOME SELF-SUSTAINING.** The City’s Community Support Funding grants are intended to be a one-time allocation and should not be considered an annual funding source. Although a Community Support Funding Application submission does not prohibit an organization from submitting Community Support Applications in subsequent years, annual funding is not guaranteed. *Describe your plan to fund the proposed project in future years. Please detail known (current/existing) and anticipated funding sources.*

Campus Life Connection continually seeks strategies and resources to work on self-sustainability. The Sayonara Center participates in organization-wide fundraisers, including luncheons, dinners, auctions, fireworks booths, and golf tournaments each year. All proceeds of donated items procured by Sayonara Center staff go toward funding the Sayonara Center.

Sayonara Center staff communicate monthly with hundreds of supporters, sharing stories of success and the Sayonara Center’s needs, through which more financial supporters are gained. Campus Life Connection staff are continually pursuing grant opportunities to help fund the Sayonara Center and our development staff continually pursue new avenues for raising funds through community agencies, businesses, and individuals.

The Sayonara Center was recently awarded a \$10,000 grant from the Sacramento Association of Realtors Charitable Foundation to provide a new biweekly budgeting and financial management class, held by a financial planner, to provide the Sayonara Center’s middle- and high-school students with additional life skills and the opportunity to hear from a variety of business professionals.

Through community outreach, grant proposals, and individual networking, we continually pursue funding for self-sustainability.

- 5) **LEVERAGING OF FUNDS.** Does your organization have any other funds or funding commitments to assist in financing the project? Have other agencies been asked to provide support? *If so, provide a list of the organizations/agencies, including*

*names, contact name(s), telephone number(s), and the amount of funding requested and committed.*

Campus Life Connection has a strong base of supporters made up of individuals, businesses, and nonprofits in the area. The majority of these donors contribute on a monthly basis and several provide generous yearly gifts to help meet the financial needs of the Sayonara Center. Supporters of the Sayonara Center are engaged for special fundraisers throughout the year and asked to participate and garner the involvement of others to help raise funding through these special events/opportunities.

**Status of Funds Recently Requested to Help Support the Sayonara Center:**

City of Citrus Heights' Community Development Block Grant – contact name: Nicole Piva, (916) 727-4752  
Requested: \$20,000; (Award status pending)

Sacramento Association of Realtors Charitable Association – contact name: Karen Berkovitz, (916) 607-7600  
Requested: \$10,000; Awarded: \$10,000

We are continually researching and applying for grants suitable for the Sayonara Center.

- 6) **FUNDING FAIR SHARE.** If the program serves residents outside of Citrus Heights, describe how the funding will be prorated so the City only pays for the number of Citrus Heights residents the project will help if funded.

The Sayonara Center serves only residents of the City of Citrus Heights. Campus Life Connection keeps all programs segregated—funds are not comingled, so Citrus Heights money is not used in other programs.

- 7) **COST DOCUMENTATION.** Provide a detailed budget of the estimated project cost using the form below.

ITEM	ESTIMATED COST
Sayonara Center Staffing Cost (1 full-time staff and 2 part-time staff): \$113,703/year  (Includes: Salaries: \$101,790 Taxes: \$7,787 Benefits: \$3,750 Workers' Compensation: \$376)	\$20,000.00
<b>TOTAL</b>	<b>\$20,000.00</b>

- 8) **PERFORMANCE INDICATORS.** What measurable results/benchmarks will be used to evaluate the proposed project's success? Please describe in detail.

The success of our program can be measured in empirical and observational data. Empirical data is derived from tracking students' attendance at the Sayonara Center, as well as from the measurement and tracking of students' academic success through their online report cards. Students are rewarded for checking their grades online, and, at the end of each grading period, Sayonara Center staff are able to note in which academic areas students may be struggling and in which academic areas they are succeeding.

Empirical data also includes the graduation rate and college-attendance rate of the Sayonara Center's senior high-school students. In the past four years, 22 senior high-school students of the Sayonara Center have graduated from college and half are attending community college. Some of the graduating students had attended the Sayonara Center their entire school lives, which speaks to the Sayonara Center's impact on the lives of its participants.

The observational data continually affirms that programming at the Sayonara Center is successful for the students, their families, and the community. As our staff and volunteers work with students each day, they are able to notice

the progress each student makes in reading, writing, math, and social studies skills. Students eagerly running up to our staff, proclaiming the good news of their improved grades or awards received is a recurring event at the Sayonara Center. Parents/guardians relay to our staff on a regular basis the improvements they see in their children and how grateful they are for the work being done at the Sayonara Center. And school staff providing feedback about students' improvements, with their grades and their behavior, encourages us to continue the good work we do with the youth at the Sayonara Center.

The Sayonara Center continues to be more than an after-school program. People in the community come to us with questions and sometimes ask us for help as they have no one else to whom to turn. We provide the Sayonara community with advice; help with using a computer and printing documents; access to a bathroom, phone, snacks, diapers, water on a hot day; and more.

The ten (10) former youth of the Sayonara Center who have graduated and recently returned for the "Sayonara Center Reunion," as well as the former Sayonara Center youth who volunteer at the Sayonara Center, are a further testament to the lasting impact the Sayonara Center has on the youth who participate.

**Transcribed Text from a Parent's Video of Support of the Sayonara Center:**

"I'm doing a video for the after-school homework club that my daughter attends. The leader of the after-school club is Julie and we absolutely adore and love the after-school club. It has been such a beneficial group for my daughter. Some of the reasons why are because it is a supervised environment and keeps the kids safe.

"We live in a low-income neighborhood and there's not a lot of adult involvement and so this reassures me that, having a daughter in this world, I have a lot more peace and it makes me feel that I have a community, which is important and positive for our mental health.

"Also, there's positive role models of problem solving if there's conflicts between the kids and because there's a smaller ratio of adults to children, I feel the adults are able to be more involved and actually role-model problem solving, which is a much-needed skill today.

"I'm grateful that the kids have snacks and food after school and they can fellowship with their peers; that's definitely good for my daughter's mental health and my mental health.

"Also, the Parenting Class and the parenting-moms fellowship...just feels like I have a community and connection, which is good for my mental health, also my children's mental health, seeing me have relationships with other adults especially because most of my family doesn't live in the city [that] I live in, so my children don't get to see me fellowship with other adults very often, so that's a good added benefit, too, and good for mental health.

"One of the biggest things that I appreciate is my child and other children watching positive interaction between myself and other adults at the after-school club, especially because we have a high-conflict relationship with the public school system and my daughter sees me having a lot of highly-charged conversations with teachers and public-school staff just trying to get access to educational needs.

"My daughter doesn't get to really count my relationship with the public school system as a positive relationship.

"Knowing that after school, I get to have a conversation with Julie and we get to talk about how my daughter's day was and what the upcoming plans are, and ways that I can volunteer, or things that she's noticing that my daughter is growing in or relationships that my daughter's having...we just talk back and forth and just knowing that my daughter gets to see me role model what a positive, healthy relationship with other adults looks like is definitely good for my mental health, good for my daughter's mental health, good for role-modeling good, healthy relationships.

"Thanks for letting me share my story and why I'm grateful for the after-school club."

*-Parent of Sayonara Center participant*

- 9) **PROJECT HISTORY.** Describe the project history if there is one. Has the project successfully served the projected number of Citrus Heights residents? List the estimated and actual number of Citrus Heights residents served by prior Citrus Heights Community Support Funding allocations your organization received in the past five (5) years. *If this is the first time your organization has applied for Community Support Funding, please describe your background and experience delivering the proposed project or service.*

Campus Life Connection (CLC)'s flagship Lerwick Community Center opened its doors in 2001 and served 30-45 youth weekly in a neighborhood overwhelmed with high crime, drugs, and gang activity. Positive quantitative outcomes such as increased academic performance by participating youth and a decrease in the high crime, drugs, and gang activity were evidenced regularly.

Due to the Lerwick Community Center's success, a City of Citrus Heights councilmember approached CLC, asking if CLC could replicate the program in Citrus Heights. The City of Citrus Heights designated funding to start CLC's after-school community center in a two-bedroom apartment on Sayonara Drive. The Sayonara After-School Program (Sayonara Community Center) opened its doors in Citrus Heights in 2004, serving 25 youth.

The Sayonara Community Center quickly outgrew the two-bedroom apartment provided by the City of Citrus Heights, so CLC rented two units and combined them by removing a wall, which worked temporarily. Because of the increased number of youth attending and the tremendous success of the Sayonara Community Center in reducing the rate of crime, drugs, and gang activity on Sayonara Drive, upon reviewing the program, the City Manager realized the City of Citrus Heights needed to build a facility in which to house the Sayonara Community Center.

In 2011, the City of Citrus Heights constructed the Citrus Heights Children and Youth Center and generously provided the facility for the Sayonara Community Center (Sayonara Center).

The Sayonara Center has been highly successful in serving Citrus Heights residents. When we opened in 2004, we served approximately 25-30 students and their families. In 2017, we served approximately 100 students and their families; in 2018, we served over 100 students and their families; in 2019, we served over 100 students and their families; in 2020, we served 108 students and their families; in 2021, despite all of the challenges caused by COVID and the subsequent restrictions, we served over 85 students. We saw an increase of enrollment in 2022 with over 95 students enrolled, and, in 2023, we have 105 students enrolled.

This increase from 2004 can be attributed to many factors—the great need in the area due to family dynamics and language barriers, integral partnerships with the City of Citrus Heights and many other community partners, and the consistency and value of the services offered. The increase speaks volumes about the true value of the services offered and the care with which they are given.

It should be noted also that the Sayonara Center originally was founded to serve Sayonara Drive residents, but, over the years, as the reputation of the Sayonara Center has grown favorably, we expanded to serve the surrounding neighborhood. Through continual collaboration with the City of Citrus Heights, the Sayonara Center's presence has positively impacted the community by helping to decrease the crime rate, increase services for low-income families, instill confidence in children and youth, and improve students' academic performance.

- 10) **PROJECT SCHEDULE.** Provide a project schedule listing the following dates: (1) project start; (2) project milestones: please describe performance indicators used to measure the success of your program and anticipated dates that progress will be achieved; and (3) project completion.

1. The funds will be needed beginning September 15, 2023 on a monthly or quarterly basis through June 30, 2024.
2. Project milestones include open registration in August and special programming throughout the year (e.g.,

## ITEM 14

sports leagues, spring break camp, week-long summer camps, Thanksgiving and Christmas events, etc.). Performance indicators used to measure the success of the Sayonara Center include attendance records and feedback from participants and their parents.

3. The project is ongoing, running throughout the school year, with special programming during the holidays and summer.

11) **LOCAL AFFILIATION.** Does your organization have advisory or board members who are residents of Citrus Heights or have other ties to the City (employment/business connections)?

Campus Life Connection's Board Chairman operates a business in Citrus Heights:

- Tim LeFever (Board Chairman), LeFever/Mattson Property Management, 6359 Auburn Boulevard, Citrus Heights, CA 95621

*By signing this document, I(We) certify that the funding will be utilized only for the purposes outlined in this application.*

Signature 

8/10/23  
Date



**Internal Revenue Service****Date:** June 3, 2005

CAMPUS LIFE CONNECTION  
PO BOX 277728  
SACRAMENTO CA 95827-7728

**Department of the Treasury**  
**P. O. Box 2508**  
**Cincinnati, OH 45201**

**Person to Contact:**

Jamie Bowling 31-08346  
Customer Service Representative

**Toll Free Telephone Number:**

8:30 a.m. to 5:30 p.m. ET  
877-829-5500

**Fax Number:**

513-263-3756

**Federal Identification Number:**

68-0279554

Dear Sir or Madam:

This is in response to your letter dated May 2, 2005, informing us of a new mailing address for your organization. We have updated our records as reflected above.

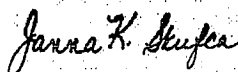
In August 1995 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under section 509(a)(2) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE  
Customer Account Services

**Sayonara Center**

	<b><u>2023</u></b>					
	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
<i>Income</i>						
Grant Income, Foundation	0.00	0.00	0.00	0.00	0.00	70,000.00
Grant Income, Gov.	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67
Inkind Donation from City	2,700.00	2,700.00	2,700.00	2,700.00	2,700.00	2,700.00
Sponsor	4,325.00	4,325.00	4,325.00	4,325.00	4,325.00	14,325.00
<b>Total Income</b>	<b>9,941.67</b>	<b>9,941.67</b>	<b>9,941.67</b>	<b>9,941.67</b>	<b>9,941.67</b>	<b>89,941.67</b>
<i>Expenses</i>						
Activity Expense	2,250.00	380.00	380.00	380.00	380.00	380.00
After School Lunch	50.00	200.00	1,700.00	1,700.00	1,700.00	1,700.00
Alarm	57.00	57.00	57.00	57.00	57.00	57.00
Background Check	0.00	0.00	0.00	49.95	39.00	0.00
Building Time	180.00	180.00	180.00	180.00	180.00	180.00
Community Collaboration	435.00	435.00	435.00	435.00	435.00	435.00
Credit Card Fee	36.00	36.00	36.00	36.00	36.00	136.00
Donor Appreciation	0.00	0.00	0.00	0.00	500.00	500.00
Facility Lease	2,700.00	2,700.00	2,700.00	2,700.00	2,700.00	2,700.00
Food Pantry	0.00	0.00	0.00	0.00	1,882.45	0.00
Gas	900.00	200.00	200.00	200.00	200.00	200.00
Maintenance	79.00	0.00	79.00	0.00	79.00	0.00
Office Supplies	50.00	50.00	50.00	50.00	50.00	50.00
Parent Meeting	0.00	0.00	0.00	0.00	0.00	0.00
Phone	52.00	52.00	52.00	52.00	52.00	52.00
Program Supplies	800.00	800.00	800.00	800.00	800.00	800.00
Property Insurance	243.00	243.00	243.00	243.00	243.00	243.00
Site Supplies	260.00	260.00	260.00	260.00	260.00	260.00
Small Group	10.00	10.00	10.00	10.00	10.00	10.00
Staffing Habeeb	6,491.59	6,491.59	6,491.59	6,491.59	6,491.59	6,491.59
Staffing Maynard	1,794.17	1,794.17	1,794.17	1,794.17	1,794.17	1,794.17
Staffing McCarty	1,189.53	1,189.53	1,189.53	1,189.53	1,189.53	1,189.53
Utilities	360.00	360.00	360.00	360.00	360.00	360.00
Vehicle Exp.	175.00	175.00	175.00	175.00	175.00	175.00
Volunteer Appreciation	140.00	140.00	140.00	140.00	140.00	140.00
<b>Total Expenses</b>	<b>18,252.29</b>	<b>15,753.29</b>	<b>17,332.29</b>	<b>17,303.24</b>	<b>19,753.74</b>	<b>17,853.29</b>
<b>Net Income</b>	<b>-8,310.62</b>	<b>-5,811.62</b>	<b>-7,390.62</b>	<b>-7,361.57</b>	<b>-9,812.07</b>	<b>72,088.38</b>

<b>2024</b>						
<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Total</b>
0.00	0.00	0.00	0.00	0.00	0.00	70,000.00
2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	35,000.00
2,700.00	2,700.00	2,700.00	2,700.00	2,700.00	2,700.00	32,400.00
4,325.00	4,325.00	4,325.00	4,325.00	4,325.00	4,325.00	61,900.00
<b>9,941.67</b>	<b>9,941.67</b>	<b>9,941.67</b>	<b>9,941.67</b>	<b>9,941.67</b>	<b>9,941.67</b>	<b>199,300.00</b>
380.00	380.00	380.00	380.00	380.00	1,500.00	7,550.00
1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	17,250.00
57.00	57.00	57.00	57.00	57.00	57.00	684.00
0.00	0.00	0.00	50.00	25.00	0.00	163.95
180.00	180.00	180.00	180.00	180.00	180.00	2,160.00
435.00	435.00	435.00	435.00	435.00	435.00	5,220.00
36.00	36.00	36.00	36.00	36.00	36.00	532.00
0.00	0.00	0.00	0.00	0.00	0.00	1,000.00
2,700.00	2,700.00	2,700.00	2,700.00	2,700.00	2,700.00	32,400.00
960.42	0.00	0.00	0.00	0.00	0.00	2,842.87
200.00	200.00	200.00	200.00	200.00	200.00	3,100.00
79.00	0.00	79.00	0.00	79.00	0.00	474.00
50.00	50.00	50.00	50.00	50.00	50.00	600.00
200.00	0.00	0.00	0.00	0.00	0.00	200.00
52.00	52.00	52.00	52.00	52.00	52.00	624.00
800.00	800.00	800.00	800.00	800.00	800.00	9,600.00
243.00	243.00	243.00	243.00	243.00	243.00	2,916.00
260.00	260.00	260.00	260.00	260.00	260.00	3,120.00
10.00	10.00	10.00	10.00	10.00	10.00	120.00
6,491.59	6,491.59	6,491.59	6,491.59	6,491.59	6,491.59	77,899.05
1,794.17	1,794.17	1,794.17	1,794.17	1,794.17	1,794.17	21,530.00
1,189.53	1,189.53	1,189.53	1,189.53	1,189.53	1,189.53	14,274.39
360.00	360.00	360.00	360.00	360.00	360.00	4,320.00
175.00	175.00	175.00	175.00	175.00	175.00	2,100.00
140.00	140.00	140.00	140.00	140.00	140.00	1,680.00
<b>18,492.71</b>	<b>17,253.29</b>	<b>17,332.29</b>	<b>17,303.29</b>	<b>17,357.29</b>	<b>18,373.29</b>	<b>212,360.26</b>
<b>-8,551.04</b>	<b>-7,311.62</b>	<b>-7,390.62</b>	<b>-7,361.62</b>	<b>-7,415.62</b>	<b>-8,431.62</b>	<b>-13,060.26</b>

## Sayonara Center Photos



Sayonara Center reunion



Sayonara Center students



Sayonara Center community service projects



Sayonara Center students





Fishing at summer camp. A new hobby for the students!



Staff took students out to watch the sunrise and fish and everyone caught a fish. For many, it was their first time fishing!



Exploring the beautiful trails during free time at camp.



Summer Blast!



Picnic at a park after Summer Blast!



In-N-Out after swim lessons!



Celebrating Sayonara students' graduations



Sayonara students



Summer Camp



Sayonara Center students





Celebrating students' birthdays!



Cold Stone trip after the Center one night!



Roller skating trip!



Sayonara Center students



Working on puzzles has been a favorite activity lately!



Golf Clinic at Foothill Golf Course. Some students decided to wear their new boots, donated by Bearpaw, during lessons.



Surviving the Dixon Corn Maze!



Back-to-School Registration! The students come in excited for the school year and that they get to pick out a new backpack.



Trunk or Treat at Citrus Heights Police Station



The students were able to sit on a police motorcycle, go in a firetruck, and they got lots of candy. They had a great time!





Our second year hosting a Pumpkin Carving night for the students and their families!



Police parade down Sayonara Drive

"Shop with a Cop" event



Making gingerbread houses



Our new artificial turf—our favorite spot to hang out outside of the Center during the heat! Students enjoy 9 Square, catch, volleyball, badminton & picnics.



**Just some of our many amazing volunteers helping Sayonara Center students....**



Two of our amazing volunteers plan a weekly craft for the students!



A volunteer teaching the students how to plant. They each got a succulent to take home.







OGDEN UT 84201-0029

In reply refer to: 4077550286  
June 17, 2015 LTR 4168C 0  
94-1201196 000000 00  
00035726  
BODC: TE

COMMUNITY LINK CAPITAL REGION  
2020 HURLEY WAY STE 420  
SACRAMENTO CA 95825-3214



026755

Employer Identification Number: 94-1201196  
Person to Contact: MS SINGLETON  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your May 27, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in DECEMBER 1964.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.



City of Citrus Heights  
 6360 Fountain Square Drive  
 Citrus Heights, CA 95621  
 916.727.4807 | [communityengagement@citrusheights.net](mailto:communityengagement@citrusheights.net)

## FY 2023-2024 Application for Community Support Funding *\$180,000 in Total Funding Available for Public Services*

### **Background**

The City of Citrus Heights offers limited one-time funding for non-profit organizations that provide services to residents of the Citrus Heights community. ***This application form is intended only for non-profit organizations requesting Community Support Funding.*** Requests for Community Development Block Grant Funding (CDBG) or other non-Community Support Funding require a separate application form. Please contact the City's Housing and Grants Division for information about the CDBG application process and funding schedule at (916) 727-4752 or [npiva@citrusheights.net](mailto:npiva@citrusheights.net).

### **Eligibility**

Non-profit organizations that provide services to residents of Citrus Heights can apply for Community Support Funding. Submission of an application is not a guarantee of funding. ***Applicants must submit a copy of the organization's IRS 501(c)(3) Designation Letter with the Community Support Funding Application*** for the City to process the application.

### **Application Submission**

Eligible non-profit organizations may submit Community Support Funding Applications during the annual funding cycle by emailing [communityengagement@citrusheights.net](mailto:communityengagement@citrusheights.net). Applicants must answer all questions and provide adequate documentation to support their application. ***Applications are due on August 18, 2023, at 4:00 pm, and applicants will be notified of receipt via email by Monday, August 21, 2023.***

### **Requests \$2,500 and Above**

The City Council will make all funding decisions for requests of \$2,500 or more. The City Council may elect to fund all or a portion of the amount requested by the applicant. If an application submitted for Community Support Funds is better suited for other funding sources (e.g., federal CDBG funds), the Council may defer action and refer the applicant to the alternative funding source.

### **Requests under \$2,500**

The City Manager will review Community Support Funding requests of less than \$2,500. The City Manager can determine whether to fund all or a portion of the requested amount after reviewing the project application or refer the matter for formal Council action.

### **Additional Application Considerations**

***An incomplete or late application may disqualify the application from consideration. If funding is approved, a City representative will contact the applicant. City funding may not be used to provide stipends or any other benefit to elected officials.***

Please refer all questions regarding this application to Courtney Riddle at (916) 727-4807 or [communityengagement@citrusheights.net](mailto:communityengagement@citrusheights.net).

## APPLICATION SUBMITTAL PROCESS

There are multiple options for submittal: (1) Electronic: must be submitted as a PDF file and e-mailed to [communityengagement@citrusheights.net](mailto:communityengagement@citrusheights.net) (2) Deliver to City of Citrus Heights City Hall no later than **August 18, 2023, by 4:00 PM**.

### **PLEASE NOTE**

*This application is **ONLY** for non-profit organizations that provide services to residents of the Citrus Heights community.*

### **APPLICATION REVIEW**

Once the final application date and time have passed, applications may not be amended or substituted unless the city staff has requested or permitted the amendment. City staff reserves the right to contact an applicant if additional information is required. City staff can provide technical assistance before the application due date.

City staff will review applications to determine whether the proposed activities meet eligibility criteria. Suggested activities will be evaluated based on their benefit to the community and feasibility for successful and timely implementation.

### **APPLICATION TIPS AND INSTRUCTIONS:**

- Staff is available until the application deadline to answer questions about the application requirements or process.
- Submit
  - One (1) electronic copy. The electronic copy must be submitted as a PDF. Electronic copies must be submitted via email to [communityengagement@citrusheights.net](mailto:communityengagement@citrusheights.net). ***Or***
  - Deliver a hard copy to the City of Citrus Heights, 6360 Fountain Square Drive, Citrus Heights, CA 95621, Attention: Courtney Riddle, by 4:00 pm on August 18, 2023.
- The application must be completed and submitted in its entirety. Check carefully to ensure that you have answered all applicable questions. Do not delete questions that do not apply to your organization's project.

### **GRANT SCHEDULE**

The city anticipates the following schedule for reviewing submitted applications and determining funding awards.

July 24, 2023	Application period opens
August 18, 2023	Applications are Due by 4:00 PM <b><i>Email Applications</i></b> to <a href="mailto:communityengagement@citrusheights.net">communityengagement@citrusheights.net</a> . <b><i>Mail or Drop off:</i></b> Citrus Heights City Hall, 6360 Fountain Square Drive, Citrus Heights, CA 95621
September 8, 2023	Applicants will be notified via e-mail of the status of their application and the next steps
September 14, 2023	City Council meeting to consider recommendations and award funding

## APPLICATION FOR FY 2023/2024 COMMUNITY SUPPORT FUNDING

### Part One – General Information

Project Name: 211 Sacramento - Food Pantry Delivery Service	
Organization Name: Community Link Capital Region	501(c)(3) Number: (Must include a copy of the letter with the application) 94-1201196
Address: 8001 Folsom Boulevard Sacramento, Ca 95826	Phone: 916-447-7063 Website: <a href="http://www.communitylinkcr.org">www.communitylinkcr.org</a>
Director: Gabriel Kendall	Phone: 916-340-7306 Email: <a href="mailto:gkendall@communitylinkcr.org">gkendall@communitylinkcr.org</a>
Contact Person: Meaghan Ethridge	Phone: 916-340-7304 Email: <a href="mailto:methridge@211sacramento.org">methridge@211sacramento.org</a>
Amount of Funding Requested:	\$2,497.50

### Part Two – Project/Program Specifics

Please answer the following questions in the space provided below.

- 1) **PROJECT DESCRIPTION.** Provide a brief and clear description of your project. List all Community Support Funding the City of Citrus Heights has awarded your organization in the past five (5) years. For each Community Support Funding allocation you received in the past five (5) years, indicate the date of application, the name of the project, and the dollar amount(s) disbursed.

This program aims to provide assistance for individuals and families experiencing food insecurity and barriers to access with home delivered food through an existing partnership with Door Dash for delivery of food pantry distributions including, but not limited to Sunrise Christian Food Ministry for delivery within a 10-mile radius of the distribution site. The organizations 211 call center staff screen clients with access barriers based on the existing eligibility for food pantry access and forward food pantry requests to the service provider partner. Concurrently, 211 staff will book Door Dash pickup from the food pantry for home delivery for the screened clients. All services are provided at no cost to the client.

Community Link Capital Region has not been a recipient of Community Support funding within the last 5 years.

- 2) **NUMBER OF CITRUS HEIGHTS RESIDENTS SERVED BY THE PROJECT.** Provide documentation detailing the number of residents your organization would serve with the requested funds. Describe your process for collecting and maintaining accurate records of the number of Citrus Heights residents served if awarded the requested funds.

A total of 555 total households would be served based on a \$4.50 cost per delivery model. All service inquiries are logged by 211 Information & Referral Specialists in real time at the point of assessment for services and entered in the 211 CRM system (iCarol – Harris Computer Systems platform) where clients residence zip code and household demographics are logged with corresponding services requests, and program referrals. Additionally, all home deliveries are logged via a dedicated portal for home delivery dispatch on a daily basis for the day prior to delivery.

- 3) **PROJECT COST.** What is the total project cost? How much of the total project cost is your organization requesting the City to pay? What is the cost per Citrus Heights resident your organization will serve if awarded the requested funds? *Please include a copy of a detailed budget with the application (Item # 7 below must be completed).*

Total project costs are estimated at \$7,996.50 annually, limited by existing internal funding. If awarded funding, this would increase the overall project to \$10,494 with \$2,497.50 restricted to Citrus Heights residents. If awarded, the services would cover a per delivery transportation fee for Citrus Heights residents totaling \$4.50 per delivery.

- 4) **ABILITY TO BECOME SELF-SUSTAINING.** The City's Community Support Funding grants are intended to be a one-time allocation and should not be considered an annual funding source. Although a Community Support Funding Application submission does not prohibit an organization from submitting Community Support Applications in subsequent years, annual funding is not guaranteed. *Describe your plan to fund the proposed project in future years. Please detail known (current/existing) and anticipated funding sources.*

The project was initially funded by grant dollars provided via Door Dash community giving. With that funding ending, continuing services have been funded directly by Community Link Capital Region through fee-for-service call center services. The organization has identified upcoming funding opportunities that would require a leverage of public funding investment. The organization is working to identify partnerships

- 5) **LEVERAGING OF FUNDS.** Does your organization have any other funds or funding commitments to assist in financing the project? Have other agencies been asked to provide support? *If so, provide a list of the organizations/agencies, including names, contact name(s), telephone number(s), and the amount of funding requested and committed.*

Current funding being leveraged is directly by Community Link Capital Region through fee-for-service call center services which have been earmarked to ensure service continuity through 2024. We are currently exploring grant opportunities and service partnerships to expand the service footprint and funding availability. Funding requests to date were made to United Way Worldwide, but were not granted following a significant across the board funding reduction for related programs. Funding request contact is Karen Sternad, Lead Associate 211 Program, United Way Worldwide - (703) 836-7112. No funds were awarded for the request.

- 6) **FUNDING FAIR SHARE.** If the program serves residents outside of Citrus Heights, describe how the funding will be prorated so the City only pays for the number of Citrus Heights residents the project will help if funded.

While the programming serves clients outside of Citrus Heights, billing is on a per delivery basis which is identified based on home delivery location. This will be utilized to segment program billing to ensure program funds are only utilized for costs of delivery for Citrus Heights residents.

- 7) **COST DOCUMENTATION.** Provide a detailed budget of the estimated project cost using the form below.

ITEM	ESTIMATED COST
555 deliveries	\$2,497.50
<b>TOTAL</b>	<b>\$</b>

- 8) **PERFORMANCE INDICATORS.** What measurable results/benchmarks will be used to evaluate the proposed project's success? Please describe in detail.

The purpose of the programming is primarily focused on providing a bridge support to households with barriers to accessibility who are experiencing food insecurity. As such, this serves as a program enhancement to existing services focused on providing access to community resources for food insecurity and to screen for CalFresh (SNAP) public benefits. Within this context, the organization defines program success based on the full utilization of funds and an overall reduction in unmet needs for food pantry access that are reduced via access to home delivery of services for those with barriers to accessibility with an emphasis on mobility and/or transportation barriers. Monthly reporting measures CalFresh screenings, CalFresh application submissions, food pantry/emergency food referrals, and unmet needs for food pantry/emergency food.

- 9) **PROJECT HISTORY.** Describe the project history if there is one. Has the project successfully served the projected number of Citrus Heights residents? List the estimated and actual number of Citrus Heights residents served by prior Citrus Heights Community Support Funding allocations your organization received in the past five (5) years. *If this is the first time your organization has applied for Community Support Funding, please describe your background and experience delivering the proposed project or service.*

This is the first time our program is applying for Community Support Funding. The project has a limited history with implementation barriers that were faced during the COVID-19 pandemic straining food pantry resources across the community limiting opportunities to implement the program as it required food pantries with capacity to participate. With the closure of the COVID-19 pandemic, the organization has identified this based on call needs data from 211 Sacramento calls as an area for continued support to bridge the gap to critical food insecurity services. In spite of the contextual implementation barriers, the organization was able to establish relationships with food pantries including a food distribution local to the Citrus Heights community through which we are regularly scheduling weekly food deliveries since program inception in 2022.

## ITEM 14

- 10) **PROJECT SCHEDULE.** Provide a project schedule listing the following dates: (1) project start; (2) project milestones: please describe performance indicators used to measure the success of your program and anticipated dates that progress will be achieved; and (3) project completion.

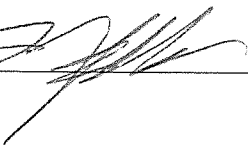
The project is an ongoing service that would be afforded expanded capacity for Citrus Heights residents. Project start date tentatively set for an anticipated expansion start date of October 1<sup>st</sup>, 2023 pending funding award. With a project timeline of 1 year from award date. The primary performance indicator is defined by successful home delivery of food supports for Citrus Heights residents with a benchmark target of 555 total deliveries. Project will be evaluated based on weekly and monthly benchmark evaluation to determine projection and progress towards overall deliverables within the grant period.

- 11) **LOCAL AFFILIATION.** Does your organization have advisory or board members who are residents of Citrus Heights or have other ties to the City (employment/business connections)?

Community Link Capital Region is a subsidiary 501c3 to Goodwill Sacramento Valley and Norther Nevada, which does business in the City of Citrus Heights.

*By signing this document, I(We) certify that the funding will be utilized only for the purposes outlined in this application.*

Signature



8/18/23  
Date



City of Citrus Heights  
 6360 Fountain Square Drive  
 Citrus Heights, CA 95621  
 916.727.4807 | [communityengagement@citrusheights.net](mailto:communityengagement@citrusheights.net)

## FY 2023-2024 Application for Community Support Funding

### *\$180,000 in Total Funding Available for Public Services*

#### **Background**

The City of Citrus Heights offers limited one-time funding for non-profit organizations that provide services to residents of the Citrus Heights community. ***This application form is intended only for non-profit organizations requesting Community Support Funding.*** Requests for Community Development Block Grant Funding (CDBG) or other non-Community Support Funding require a separate application form. Please contact the City's Housing and Grants Division for information about the CDBG application process and funding schedule at (916) 727-4752 or [npiva@citrusheights.net](mailto:npiva@citrusheights.net).

#### **Eligibility**

Non-profit organizations that provide services to residents of Citrus Heights can apply for Community Support Funding. Submission of an application is not a guarantee of funding. ***Applicants must submit a copy of the organization's IRS 501(c)(3) Designation Letter with the Community Support Funding Application*** for the City to process the application.

#### **Application Submission**

Eligible non-profit organizations may submit Community Support Funding Applications during the annual funding cycle by emailing [communityengagement@citrusheights.net](mailto:communityengagement@citrusheights.net). Applicants must answer all questions and provide adequate documentation to support their application. ***Applications are due on August 18, 2023, at 4:00 pm, and applicants will be notified of receipt via email by Monday, August 21, 2023.***

#### **Requests \$2,500 and Above**

The City Council will make all funding decisions for requests of \$2,500 or more. The City Council may elect to fund all or a portion of the amount requested by the applicant. If an application submitted for Community Support Funds is better suited for other funding sources (e.g., federal CDBG funds), the Council may defer action and refer the applicant to the alternative funding source.

#### **Requests under \$2,500**

The City Manager will review Community Support Funding requests of less than \$2,500. The City Manager can determine whether to fund all or a portion of the requested amount after reviewing the project application or refer the matter for formal Council action.

#### **Additional Application Considerations**

***An incomplete or late application may disqualify the application from consideration. If funding is approved, a City representative will contact the applicant. City funding may not be used to provide stipends or any other benefit to elected officials.***

Please refer all questions regarding this application to Courtney Riddle at (916) 727-4807 or [communityengagement@citrusheights.net](mailto:communityengagement@citrusheights.net).



## APPLICATION SUBMITTAL PROCESS

There are multiple options for submittal: (1) Electronic: must be submitted as a PDF file and e-mailed to [communityengagement@citrusheights.net](mailto:communityengagement@citrusheights.net) (2) Deliver to City of Citrus Heights City Hall no later than **August 18, 2023, by 4:00 PM.**

### **PLEASE NOTE**

*This application is **ONLY** for non-profit organizations that provide services to residents of the Citrus Heights community.*

### **APPLICATION REVIEW**

Once the final application date and time have passed, applications may not be amended or substituted unless the city staff has requested or permitted the amendment. City staff reserves the right to contact an applicant if additional information is required. City staff can provide technical assistance before the application due date.

City staff will review applications to determine whether the proposed activities meet eligibility criteria. Suggested activities will be evaluated based on their benefit to the community and feasibility for successful and timely implementation.

### **APPLICATION TIPS AND INSTRUCTIONS:**

- Staff is available until the application deadline to answer questions about the application requirements or process.
- Submit
  - One (1) electronic copy. The electronic copy must be submitted as a PDF. Electronic copies must be submitted via email to [communityengagement@citrusheights.net](mailto:communityengagement@citrusheights.net). ***Or***
  - Deliver a hard copy to the City of Citrus Heights, 6360 Fountain Square Drive, Citrus Heights, CA 95621, Attention: Courtney Riddle, by 4:00 pm on August 18, 2023.
- The application must be completed and submitted in its entirety. Check carefully to ensure that you have answered all applicable questions. Do not delete questions that do not apply to your organization's project.

### **GRANT SCHEDULE**

The city anticipates the following schedule for reviewing submitted applications and determining funding awards.

July 24, 2023	Application period opens
August 18, 2023	Applications are Due by 4:00 PM <b><i>Email Applications</i></b> to <a href="mailto:communityengagement@citrusheights.net">communityengagement@citrusheights.net</a> . <b><i>Mail or Drop off:</i></b> Citrus Heights City Hall, 6360 Fountain Square Drive, Citrus Heights, CA 95621
September 8, 2023	Applicants will be notified via e-mail of the status of their application and the next steps
September 14, 2023	City Council meeting to consider recommendations and award funding



City of Citrus Heights  
 6360 Fountain Square Drive  
 Citrus Heights, CA 95621  
 916.727.4807 | [communityengagement@citrusheights.net](mailto:communityengagement@citrusheights.net)

## APPLICATION FOR FY 2023/2024 COMMUNITY SUPPORT FUNDING

### Part One – General Information

<b>Project Name: Senior Nutrition Services</b>	
<b>Organization Name: Meals on Wheels by ACC</b>	<b>501(c)(3) Number: (Must include a copy of the letter with the application): 30-0610870</b>
<b>Address: 7375 Park City Drive, Sacramento, CA 95831</b>	<b>Phone: 916-444-9533</b>
	<b>Website: mowsac.org</b>
<b>Director: Linda Revilla</b>	<b>Phone: 916-444-9533</b>
	<b>Email: lrevilla@mowsac.org</b>
<b>Contact Person: Jennifer Massello</b>	<b>Phone: 916-444-9533</b>
	<b>Email: jmassello@mowsac.org</b>
<b>Amount of Funding Requested:</b>	<b>\$82,000</b>

### Part Two – Project/Program Specifics

Please answer the following questions in the space provided below.

- PROJECT DESCRIPTION.** Provide a brief and clear description of your project. List all Community Support Funding the City of Citrus Heights has awarded your organization in the past five (5) years. For each Community Support Funding allocation you received in the past five (5) years, indicate the date of application, the name of the project, and the dollar amount(s) disbursed.

Meals on Wheels by ACC (MoW) has operated the Senior Nutrition Program in Sacramento County for the purpose of providing eligible seniors with wholesome, nutritionally sound meals to enable them to maintain their independence and live in their own homes and community since July 1, 2010. This project will serve an average of 82 Citrus Heights senior residents one meal per day through the home delivered meal program or the café program. This project will also provide nutrition education and community resource information through monthly menu newsletters, quarterly assessments and/or presentations. A goal of 185 unduplicated seniors is expected to be served through this project during FY 2023-2024.

Meals are planned by a licensed Registered Dietician and provide one-third of the daily nutritional requirements for seniors. Contact with our staff, through their delivery driver or through the coordinators and volunteers at a cafe, reduce the isolation experienced by seniors who live alone. California has the second highest average life expectancy in the nation at 81.9 years and by 2030, adults 60 and older will make up 30% of California's population (Meals on Wheels California). *Hunger in Older Adults*, a report published by Meals on Wheels America, states that food insecure seniors are 50% more likely to have diabetes, 60% more likely to have CHF or a heart attack, and 33% of older adults admitted to the hospital may be malnourished, which contributes to more issues, more frequent hospital admissions and longer hospital stays. MoW helps address those issues by delivering food to our community's highest risk seniors and helping those seniors who are not homebound access food through one of our cafés in a more social setting.

MoW continues to transition as we emerge from the pandemic and we are finding that demand for our services remains high, partly fueled by the increased cost of living. We continue to transition hot routes back to daily hot meal deliveries as volunteers are available. Currently, MoW has 13 cafes open and two more are scheduled to open in September. We are working with a local caterer, Brick House Restaurant and Lounge, to provide meals again this fiscal year for both home delivered and café meals. We are asking for the same



amount we have traditionally received from the Community Support Funds, \$82,000 and we are asking for an increase in the meal reimbursement rate to help support our rising costs. At \$4.00/meal, the requested \$82,000 will serve 20,500 meals to an anticipated 185 seniors.

MoW has been awarded Citrus Heights Community Support Funds in previous years:

2022-2023: \$94,500  
 2021-2022: \$82,000 – moved to CDBG CVIII funding  
 2020-2021: \$82,000  
 2019-2020: \$82,000  
 2018-2019: \$82,000

Our request for \$82,000 for Community Support Funds from the City of Citrus Heights is to help sustain current meal service numbers through the combination of CSF and CDBG Funding. Total CDBG and CSF funds requested for this project during this fiscal year is \$98,000.

- 2) **NUMBER OF CITRUS HEIGHTS RESIDENTS SERVED BY THE PROJECT.** Provide documentation detailing the number of residents your organization would serve with the requested funds. Describe your process for collecting and maintaining accurate records of the number of Citrus Heights residents served if awarded the requested funds.

MoW will provide 20,500 meals that meet one-third of the Dietary Reference Intake (DRI) to an estimated goal of 185 senior residents in the City of Citrus Heights.

Home delivered participants receiving frozen meals will receive a five pack of frozen meals weekly. HDM hot participants will receive one hot meal delivered daily Monday through Friday

Café participants will receive a hot meal daily. While there is not currently a café in the Citrus Heights area as Rusch Park is no longer interested in hosting a café, Citrus Heights seniors are invited to attend one of the other open cafes, the nearest are Mission Oaks Community Center and Rio Linda Elverta Park and Recreation District.

All participant and program data (including demographics) is entered into our participant database. Daily or weekly route sheets track meals delivered to HDM participants and daily café participant meals are tracked by monthly service rosters. Those meals units are entered into our database at the end of each month, which provides reports to the total number of meals served in each jurisdiction. Each participant is counted only once each year and considered new with the first meal they are served that fiscal year.

- 3) **PROJECT COST.** What is the total project cost? How much of the total project cost is your organization requesting the City to pay? What is the cost per Citrus Heights resident your organization will serve if awarded the requested funds? ***Please include a copy of a detailed budget with the application (Item # 7 below must be completed).***

The total food cost of providing 20,500 meals is \$256,660. The total program cost has continued to spiral with inflation, and the total program cost for this program is \$512,500. To provide this service, MoW is seeking an increase in the City's share of cost from \$3.25/meal to \$4.00/meal. This figure represents 32% of the food cost, a slight increase over the share of cost from last year's request. MoW has applied for 2023-2024 CDBG funding in the amount of \$16,000 for a total of \$98,000 for this project to bridge the funding gap and continue to provide the highest quality meals to as many Citrus Heights seniors as we can.

- 4) **ABILITY TO BECOME SELF-SUSTAINING.** The City's Community Support Funding grants are intended to be a one-time allocation and should not be considered an annual funding source. Although a Community Support Funding Application submission does not prohibit an organization from submitting Community Support Applications in subsequent years, annual funding is not guaranteed. ***Describe your plan to fund the proposed project in future years. Please detail known (current/existing) and anticipated funding sources.***

MoW shares in the desire to become self-sustaining. MoW's current biggest challenge is finding gap funding that will help us continue to serve the number of participants we desire with the highest quality meals possible. MoW continues to look at creative ways to continue to serve our community's seniors. We are fighting this erosion of capacity while actively seeking to control our costs as much as we can while we look into ways to build a local kitchen and have some control over our meals costs again. MoW has taken strides to raise community awareness and public donations through solicitations and grant writing, and have explored other fundraising avenues, such as social media solicitations and increased social media presence to keep our name and mission in front of our donors, primarily on Facebook. We continue to receive bequests, stock donations, car donations, website donations and continue to participate in local events like Big Day of Giving and even national events like the Combined Federal Campaign, which allows federal employees to give directly from their paychecks.



MoW continues to seek additional sources of funding to reduce the burden on our current governmental funding sources while improving and expanding the services we provide to our senior participants. To that end, MoW is contracting with Brick House Restaurant and Lounge to provide meals for the HDM and Café programs for the next year.

This funding request of \$82,000 will help MoW maintain these essential services to our most vulnerable population in Citrus Heights during FY 2023-2024.

**5) LEVERAGING OF FUNDS.** Does your organization have any other funds or funding commitments to assist in financing the project? Have other agencies been asked to provide support? *If so, provide a list of the organizations/agencies, including names, contact name(s), telephone number(s), and the amount of funding requested and committed.*

- Area Agency on Aging/Area4: Clayton Wyatt, Program Manager (916) 710-8371, OAA Funds under Title III C1, C2 and NSIP: \$4,374,000
- Sacramento Housing and Redevelopment Agency (SHRA): Stephanie Green (916) 440-1302, CDBG City, County and CDBG-CV and Administrative Fee: \$1,122,000
- City of Elk Grove: Sarah Bontrager, Housing Program Manager (916) 627-3209, \$63,700
- City of Rancho Cordova: Stephan Heisler (916) 851-8757 CDBG Funds: \$25,000
- City of Folsom: Sandy Hilton, Community and Cultural Services Manager (916) 355-7279, \$22,300
- City of Galt: Monica Lopez, Recreation Supervisor (209) 366-7177, \$5,000
- JA Community Foundation, \$32,000 for culturally sensitive meals to two café locations
- MoWAA/Banfield Pet Grant Mentorship: \$8,000
- Ann Land & Bertha Henschel Grant: \$9,000
- Ami Bera State appropriations: \$750,000
- Bank of America \$15,000
- Sacramento County DHA \$1,000,000
- Participant contributions: \$70,000
- Public and Individual donations \$1,250,000

**6) FUNDING FAIR SHARE.** If the program serves residents outside of Citrus Heights, describe how the funding will be prorated so the City only pays for the number of Citrus Heights residents the project will help if funded.

This funding request to the City of Citrus Heights is based on meals served to those participants living within the City limits of Citrus Heights. Upon initial data entry into our participant database, the physical delivery address is researched in the County Assessor parcel website for true City and Jurisdiction information. That information is then used to sort meals for each time period into each reporting entity, ensuring that all meals reported and billed are charged to the correct grant.

The majority of program funds come from the Older Americans Act administered by AAA4. An equitable and fair portion of these funds covers the service delivery costs for residents of the City of Citrus Heights. As each City grant is released for MoW to reapply, MoW will seek to increase all meal reimbursement rates to the \$4.00 per meal as the equitable share of cost for their residents who receive MoW's services. This long-standing financial support has been a key factor in maintaining MoW's services throughout all of Sacramento County. MoW can no longer absorb all of the increased program costs due to inflation. Meal contributions from program participants and private donations are also used to cover additional service delivery costs and operational needs, and MoW has also increased the suggested participant contribution from \$3 per meal to \$6 per meal beginning on July 1, 2023.

MoW's request of \$82,000 in City Funds is based on serving 20,500 meals to 185 unduplicated Citrus Heights residents at \$4.00 per meal served.

**7) COST DOCUMENTATION.** Provide a detailed budget of the estimated project cost using the form below.

ITEM	ESTIMATED COST
20,500 meals	\$4.00/meal
<b>TOTAL</b>	\$82,000

Total program functions and their related costs are documented and maintained in line item expenses to insure proper stewardship and use of operating funds. MoW adheres to the Federal OMB Circular A133 Audit Regulations and requirements and annually conducts an



independent audit. This provides the program with a cost per meal served and a reliable calculation to base requests for reimbursement from funding sources. This General Funds Request is based on a per meal served cost of \$4.00 per meal to serve participating senior residents of Citrus Heights.

- 8) **PERFORMANCE INDICATORS.** What measurable results/benchmarks will be used to evaluate the proposed project's success? Please describe in detail.

MoW is more than just a meal, it has a far more significant impact. According to mowaa.org, a Meals on Wheels program can serve one senior meals for an entire year for the same cost as one day in a hospital or ten days in a nursing home. While it is widely known that a lifestyle of nutrition and exercise helps prevent the onset of chronic health conditions, low income seniors have little to no access to options needed to facilitate a healthy lifestyle and there are a number of troubling factors behind it. The first is income, and food shortage as a whole keeps healthier options off the table. Accessibility is another issue as is culture, as many individuals lack the “know how” when it comes to obtaining, identifying or preparing healthy foods. Being food insecure doesn’t cause other issues but complicates them- food insecure seniors are 50% more likely to have diabetes and 60% more likely to have congestive heart failure or a heart attack.

While we are emerging from the shadow of the pandemic, COVID-19 compounded all of those issues for seniors. Those over 65 are in the high-risk category simply due to age and many of MoW’s seniors also have other health issues that would compound the effects of the virus. The Shelter in Place order created fear and anxiety over going to the grocery store and other essential outings, and MoW’s service has continued to be in high demand. MoW has opened cafes slowly and cautiously over the past year and usually, once folks hear their café is open, they joyfully return.

MoW is working hard to actively support all of our seniors and addressing their needs by:

- a. Improving seniors’ access to healthy, delicious food they want to eat and increase their intake of key nutrients that improve health.
- b. Provide reliable nutrition education through monthly newsletters, assessments and community resources.
- c. Reduce isolation experienced by many seniors with contact from a home delivery meal driver, or socialization at a café with friends and the café coordinators.
- d. Assess HDM program eligibility quarterly and update emergency contact information twice per year.
- e. Provide seniors with safety net services, drivers perform a quick status check during delivery and report any identified unusual or changed situations for review and follow-up actions. Café coordinators can also provide resources as necessary.

These services are measured through Participant Satisfaction Surveys conducted twice a year. Evaluation forms and Comment Cards are also available for participants’ completion. Feedback from the Surveys, Evaluation forms and comment cards are used by the Food Quality Committee in determining participant satisfaction and future meal planning.

Participant Satisfaction Survey Spring and Summer 2023 results include:

How has the program helped?

Improve my nutrition: 82%

Be able to live in my own home and community: 77%

Feel more connected to my community: 55%

Enjoy my daily activities: 67%

- 9) **PROJECT HISTORY.** Describe the project history if there is one. Has the project successfully served the projected number of Citrus Heights residents? List the estimated and actual number of Citrus Heights residents served by prior Citrus Heights Community Support Funding allocations your organization received in the past five (5) years. *If this is the first time your organization has applied for Community Support Funding, please describe your background and experience delivering the proposed project or service.*

Both Congregate/Curbside Pickup and Home Delivered Meal participants are seeing more seniors needing our service and staying on our program for longer periods of time to better support their nutritional needs and independent living. HDM program has a waitlist, and the average wait time to get on our program is 3-4 months. The café program does not have a wait list and seniors can attend any café they choose. Last year’s numbers are lower than the two prior years as COVID revenue streams were ending and we were dialing participation back to return to a sustainable level post-COVID.

	Congregate Meals	Congregate Participants	Home Delivered Meals	Home Delivered Participants	Total Meals Served	Total Unduplicated Participants
2022	5,017	56	27,637	169	32,654	225
2021	12,614	163	42,058	251	54,672	414
2020	8,499	133	28,414	216	36,913	349
2019	6,715	120	24,015	182	30,730	302
2018	6,331	122	25,547	203	31,878	325

**PROJECT SCHEDULE.** Provide a project schedule listing the following dates: (1) project start; (2) project milestones: please describe performance indicators used to measure the success of your program and anticipated dates that progress will be achieved; and (3) project completion.

Fiscal Year 2023-2024 will enter the thirteenth year for Meals on Wheels by ACC to provide senior nutrition services. Our goal is to continue the senior nutrition program without any interruption in service for seniors in Citrus Heights. City funds are essential to provide on-going staff support, meals and safety net services to Citrus Heights senior residents from July 1, 2023 to June 30, 2024. Meals on Wheels served our highest meal numbers yet in FY 2020-2021, with 634,710 meals served and expects to serve our seven millionth meal sometime in Feb. 2024. We look forward to providing Citrus Heights seniors with nourishing food and community connections for the next decades to come.

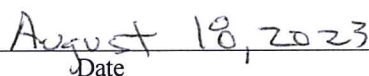
10) **LOCAL AFFILIATION.** Does your organization have advisory or board members who are residents of Citrus Heights or have other ties to the City (employment/business connections)?

When MoW contacted Rusch Park about reopening their café, they no longer had room or desire to host our program. City staff have provided us with several potential café partners and we are reaching out and investigating those locations and actively hunting for a Café that can serve the Citrus Heights area. Citrus Heights residents are welcome to attend any café they choose; however, we do expect our Café numbers to be low until we are able to open a Café in Citrus Heights again. The two closest cafes are Mission Oaks and Rio Linda. Once we are able to open Sierra Sunrise Apartments, they will also be fairly close to Citrus Heights and provide another location for Citrus Heights seniors to enjoy a café meal. Our four hot routes that used to be based out of Rusch Park currently operate out of our Harlin location. Two of the four have resumed daily hot meal deliveries and two are still frozen. We are actively recruiting volunteers from the Citrus Heights and surrounding areas to build our volunteer base back up, but it is challenging with the distance to our Harlin location from the routes. We need a minimum of five drivers to commit to one day a week to resume hot routes. Those participants on those two routes currently receive a frozen box each week.

MoW engages with many senior apartment and community organizations by participating in senior fairs, presentations and community activities. MoW also collaborates with churches, medical, dental, vision and hearing providers, business and service agencies throughout Sacramento County to extend services to Citrus Heights seniors. MoW continues to collaborate with SOAR and the Citrus Heights Lions Club during the holidays and partners with SMUD to make special Thanksgiving deliveries to isolated seniors on Thanksgiving morning. We look forward to continuing these relationships and partnerships with these organizations to collectively serve the seniors of our community!

*By signing this document, I(We) certify that the funding will be utilized only for the purposes outlined in this application.*

  
Signature

  
Date





INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 16 2010

MEALS ON WHEELS BY ACC  
7311 GREENHAVEN DR STE 187  
SACRAMENTO, CA 95831-3866

Employer Identification Number:  
30-0610870  
DLN:  
17053132306000  
Contact Person:  
JOHN J KOESTER ID# 31364  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
June 30  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
April 5, 2010  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)



-2-

MEALS ON WHEELS BY ACC

Sincerely,

A handwritten signature in dark ink, appearing to read "Robert Choi". The signature is fluid and cursive, with the first name "Robert" and last name "Choi" clearly distinguishable.

Robert Choi  
Director, Exempt Organizations  
Rulings and Agreements

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)



City of Citrus Heights  
6360 Fountain Square Drive  
Citrus Heights, CA 95621  
916.727.4807 | [communityengagement@citrusheights.net](mailto:communityengagement@citrusheights.net)

## APPLICATION FOR FY 2023/2024 COMMUNITY SUPPORT FUNDING

### Part One – General Information

Project Name: <u>Community Food Rescue and Redistribution Center</u>	
Organization Name: <u>Sunrise Christian Food Ministry</u>	501(c)(3) Number: (Must include a copy of the letter with the application) <u>91-1877049</u>
Address: <u>5901 San Juan Ave.</u>	Phone: <u>916-965-5431</u>
<u>Citrus Heights, 95610</u>	Website: <u>sunrisechristianfoodministry.org</u>
Director: <u>April Jacek</u>	Phone: <u>916-287-1358</u>
	Email: <u>scfmoffice123@gmail.com</u>
Contact Person: <u>April Jacek</u>	Phone: <u>916-287-1358</u>
	Email: <u>scfmoffice123@gmail.com</u>
Amount of Funding Requested:	\$ <u>21,600.00</u>

### Part Two – Project/Program Specifics

Please answer the following questions in the space provided below.

- 1) **PROJECT DESCRIPTION.** Provide a brief and clear description of your project. List all Community Support Funding the City of Citrus Heights has awarded your organization in the past five (5) years. For each Community Support Funding allocation you received in the past five (5) years, indicate the date of application, the name of the project, and the dollar amount(s) disbursed.

Daily redistribution of recovered food, from local grocery stores, to persons in our community facing food insecurity.

22/2023 - Community Event w/ Sayanora Center - \$5,000  
21/2022 - Computer purchase - \$2,450  
20/2021 - Truck purchase - \$5,700  
19/2020 - Food purchase - \$5,715  
10/2019 - Food purchase - \$5,000

- 2) **NUMBER OF CITRUS HEIGHTS RESIDENTS SERVED BY THE PROJECT.** Provide documentation detailing the number of residents your organization would serve with the requested funds. Describe your process for collecting and maintaining accurate records of the number of Citrus Heights residents served if awarded the requested funds. (see attached report)

In the past 12 months (7/22-6/23) SCFM has served 21,165 Citrus Heights residents. We expect this number to increase over the next 12 months now that we have implemented programs to bring food to residents where they live.

31 Page to bring food to residents where they live.  
(Vintage Oaks, 211/Door Dash and Sayanora Center)  
SCFM uses Oasis insight to gather data. (by zipcode) cont. on back ->

2. Although the official number of Citrus Heights clients on paper is roughly 30%, this doesn't take into account the many residents that receive support indirectly by our program.

Every Monday SCFM provides food/supplies to feed and support up to 50 homeless people currently "living" in Citrus Heights.

We also support the CH HART Winter Sanctuary, Snack Man, various local missionaries and the weekly Holy Family community meal that feeds 50+ people each week.

Our program also offers support for other smaller food closets in Citrus Heights (Ascension Lutheran, Holy Family, Sayonra Ctr, Sylvan Middle School, San Juan and Mesa Verde High School, Lichen, Kingswood, <sup>class</sup> <sup>slipper</sup>).

We give this support without the ability to track the number of additional students/families we serve. Although in many cases the number of people served are over 100 at a time.

We need your assistance and support to be able to continue offering this much needed community support. Especially now as the cost of food continues to rise and programs are finding it hard to absorb the growing cost.

- 3) **PROJECT COST.** What is the total project cost? How much of the total project cost is your organization requesting the City to pay? What is the cost per Citrus Heights resident your organization will serve if awarded the requested funds? *Please include a copy of a detailed budget with the application (Item # 7 below must be completed).*

\$21,600.00 SCFM is requesting 100% of the total cost of the project. The per resident cost for the project is roughly \$1.00 ea.

- 4) **ABILITY TO BECOME SELF-SUSTAINING.** The City's Community Support Funding grants are intended to be a one-time allocation and should not be considered an annual funding source. Although a Community Support Funding Application submission does not prohibit an organization from submitting Community Support Applications in subsequent years, annual funding is not guaranteed. *Describe your plan to fund the proposed project in future years. Please detail known (current/existing) and anticipated funding sources.*

SCFM actively seeks private funding sources from local, state and federal agencies and grants to be able to serve the growing need for food resources in our community. SCFM additionally partners with local companies to provide food and resources that other non-profits would need to pay out of pocket for.

- 5) **LEVERAGING OF FUNDS.** Does your organization have any other funds or funding commitments to assist in financing the project? Have other agencies been asked to provide support? *If so, provide a list of the organizations/agencies, including names, contact name(s), telephone number(s), and the amount of funding requested and committed.*

- Dutch Bros. historically holds a one day fundraiser in Feb. that provides \$10,000.00  
 - Grocery Outlet historically holds a month long fundraiser in July that provides \$10,000-14,000.00 that can be used to purchase food. This helps us to use our resources for other annual costs.

Dutch Bros. Nikol Grubbs, Owner 541-760-2779  
 Grocery Outlet Sara Wheeler, owner 916-729-3600

- 6) **FUNDING FAIR SHARE.** If the program serves residents outside of Citrus Heights, describe how the funding will be prorated so the City only pays for the number of Citrus Heights residents the project will help if funded.

Although SCFM serves residents outside of Citrus Heights we would not be able to serve any Citrus Heights residents without our facility. We would request that the City take this into consideration before reducing the amount of community support we are provided. We have attempted to receive funding from other cities we

- 7) **COST DOCUMENTATION.** Provide a detailed budget of the estimated project cost using the form below.

cont. →  
on  
back

ITEM	ESTIMATED COST
Food closet annual rent	\$ 12,000.00 (\$1,000 per month)
Registration trailer Annual rent	\$ 4,800.00 (\$400 per month)
ADA compliant Portable Restroom	\$ 3,000.00 purchase price
Portable Restroom Annual Service Fee	\$ 1,800.00 (\$150.00 per month)
TOTAL	\$ 21,600.00

- 8) **PERFORMANCE INDICATORS.** What measurable results/benchmarks will be used to evaluate the proposed project's success? Please describe in detail.

success? Please describe in detail

Odyssey Insight will be used to track our progress to bring food and resources to the residents of Citrus Heights. Numbers can only show a small glimpse into the success of our program. We will also provide client testimonies.

- 9) **PROJECT HISTORY.** Describe the project history if there is one. Has the project successfully served the projected number of Citrus Heights residents? List the estimated and actual number of Citrus Heights residents served by prior Citrus Heights Community Support Funding allocations your organization received in the past five (5) years. *If this is the first time your organization has applied for Community Support Funding, please describe your background and experience delivering the proposed project or service.*

SCFM consistently increases the number of individuals and families we serve in Citrus Heights. The board has made it a priority to increase our local support of Citrus Heights residents going forward. Our project does not history as this is the first time we have focused our efforts in this way.

6) serve only to be told that we weren't <sup>eligible</sup> <sup>14</sup> eligible because we are located in Citrus Heights. SCFM is actively creating programs and opportunities to bring food resources into the community. Without the support of Citrus Heights we won't have the resources to expand our capacity and access. That being said YTD we have served 49,635 clients in 2023 of which 10,658 live in Citrus Heights.

Historically  $\frac{1}{3}$  of the clients we serve reside in Citrus Heights.

In 2023 we partnered with 211 and Door Dash to provide food delivery to residents unable to pick up food at the food closet.

In April 2023 we started an on-site <sup>monthly</sup> produce distribution for the residents of Vintage Oaks Senior Apartments. Each month we provide up to 80 produce/protein boxes.

In August 2023 we will begin a monthly food distribution on-site at the Sayonara Community Center. This is expected to serve 60 families in an underserved neighborhood in Citrus Heights.

For the new school year we will continue to offer snack support for Sylvan Middle School, Mesa Verde and San Juan High School to help students facing food insecurity in their homes. We also provide holiday support for families at these schools (up to 30 families each school)

- 10) **PROJECT SCHEDULE.** Provide a project schedule listing the following dates: (1) project start; (2) project milestones: please describe performance indicators used to measure the success of your program and anticipated dates that progress will be achieved; and (3) project completion.

Our project is ongoing but aims to increase the number of Citrus Heights families we serve over the next 12 months. We will purchase the on-site portable bathroom as soon as funding is granted to allow clients and homeles to use it immediately.

- 11) **LOCAL AFFILIATION.** Does your organization have advisory or board members who are residents of Citrus Heights or have other ties to the City (employment/business connections)?

SCFM is supported by up to 20 local faith and civic organizations many of whom are located in Citrus Heights. Additionally, many of our regular volunteers reside in Citrus Heights. The President of the board is a Citrus Heights resident and home owner.

By signing this document, I(We) certify that the funding will be utilized only for the purposes outlined in this application.

April Jacob

Signature

8/17/23

Date

Through December 2022

# Monthly Report

## Sunrise Christian Food Ministry Report for 2022

Months for 2022	January	February	March	April	May	June	July	August	September	October	November	December	Year Total
<b>People Served</b>													
Adults	2,808	2,941	3,346	3,253	3,364	3,708	3,642	4,003	3,753	3,773	5,309	3,871	43,771
Seniors	1,450	1,494	1,809	1,782	1,779	1,852	1,896	1,892	1,673	1,643	2,479	1,666	21,415
Infants	222	232	249	237	272	305	299	332	323	342	405	321	3,539
Children 4-17	1,209	1,296	1,475	1,419	1,500	1,696	1,688	1,902	1,806	1,882	2,516	1,760	20,149
<b>2022 Total Served</b>	<b>5,689</b>	<b>5,963</b>	<b>6,879</b>	<b>6,691</b>	<b>6,915</b>	<b>7,561</b>	<b>7,525</b>	<b>8,129</b>	<b>7,555</b>	<b>7,640</b>	<b>10,709</b>	<b>7,618</b>	<b>88,874</b>
<b>2021 Total Served</b>	<b>6,008</b>	<b>5,801</b>	<b>6,094</b>	<b>5,462</b>	<b>5,213</b>	<b>5,765</b>	<b>5,368</b>	<b>5,608</b>	<b>6,041</b>	<b>5,706</b>	<b>10,303</b>	<b>6,753</b>	<b>74,122</b>
<b>Difference between 21 &amp; 22</b>	<b>-319</b>	<b>162</b>	<b>785</b>	<b>1,229</b>	<b>1,702</b>	<b>1,796</b>	<b>2,157</b>	<b>2,521</b>	<b>1,514</b>	<b>1,934</b>	<b>406</b>	<b>865</b>	<b>14,752</b>
<b>2022 Total Household</b>	<b>1,672</b>	<b>1,792</b>	<b>2,068</b>	<b>2,036</b>	<b>2,021</b>	<b>2,248</b>	<b>2,206</b>	<b>2,440</b>	<b>2,231</b>	<b>2,207</b>	<b>3,234</b>	<b>2,281</b>	<b>26,436</b>
<b>2021 Total Household</b>	<b>1,873</b>	<b>1,812</b>	<b>1,875</b>	<b>1,597</b>	<b>1,559</b>	<b>1,657</b>	<b>1,562</b>	<b>1,639</b>	<b>1,742</b>	<b>1,677</b>	<b>3,194</b>	<b>2,011</b>	<b>22,198</b>
<b>Difference between 21 &amp; 22</b>	<b>-201</b>	<b>-20</b>	<b>193</b>	<b>439</b>	<b>462</b>	<b>591</b>	<b>644</b>	<b>801</b>	<b>489</b>	<b>530</b>	<b>40</b>	<b>270</b>	<b>4,238</b>
<b>Total Meals Given Out</b>	<b>85,335</b>	<b>89,445</b>	<b>103,185</b>	<b>100,365</b>	<b>103,725</b>	<b>113,415</b>	<b>112,875</b>	<b>121,935</b>	<b>113,325</b>	<b>114,615</b>	<b>160,635</b>	<b>114,270</b>	<b>1,333,125</b>
<b>2022 New families for the month</b>	<b>191</b>	<b>188</b>	<b>253</b>	<b>240</b>	<b>286</b>	<b>318</b>	<b>292</b>	<b>347</b>	<b>315</b>	<b>292</b>	<b>551</b>	<b>286</b>	<b>3,559</b>
<b>2021 New Families</b>	<b>190</b>	<b>142</b>	<b>158</b>	<b>108</b>	<b>128</b>	<b>113</b>	<b>112</b>	<b>141</b>	<b>158</b>	<b>171</b>	<b>537</b>	<b>189</b>	<b>2,147</b>
<b>Difference between 21 &amp; 22</b>	<b>1</b>	<b>46</b>	<b>95</b>	<b>132</b>	<b>158</b>	<b>205</b>	<b>180</b>	<b>206</b>	<b>157</b>	<b>121</b>	<b>14</b>	<b>97</b>	<b>1,412</b>
<b>2022 New people for the month</b>	<b>578</b>	<b>568</b>	<b>725</b>	<b>753</b>	<b>919</b>	<b>990</b>	<b>916</b>	<b>1,087</b>	<b>1,021</b>	<b>941</b>	<b>1,378</b>	<b>843</b>	<b>10,719</b>
<b>2021 New people for the month</b>	<b>543</b>	<b>361</b>	<b>888</b>	<b>2,217</b>	<b>1,105</b>	<b>726</b>	<b>859</b>	<b>556</b>	<b>645</b>	<b>579</b>	<b>1,968</b>	<b>669</b>	<b>11,116</b>
<b>Difference between 21 &amp; 22</b>	<b>35</b>	<b>207</b>	<b>-163</b>	<b>-1,464</b>	<b>-186</b>	<b>264</b>	<b>57</b>	<b>531</b>	<b>376</b>	<b>362</b>	<b>-590</b>	<b>174</b>	<b>-397</b>
<b>All Individuals Served</b>							<b>7525</b>	<b>8129</b>	<b>7555</b>	<b>7640</b>	<b>10709</b>	<b>7618</b>	<b>49176</b>
<b>Citrus Heights Residents Served</b>							<b>1815</b>	<b>1416</b>	<b>1770</b>	<b>1787</b>	<b>1919</b>	<b>1800</b>	<b>10507</b>

17%

16%

40%

-4%



Updated Through July 2023

## Monthly Report Sunrise Christian Food Ministry Report for 2023

Months for 2023	January	February	March	April	May	June	July	August	September	October	November	December	Year Total
<b>People Served</b>													
Adults	3,880	3,706	4,890	4,493	5,129	4,622	4,095	0	0	0	0	0	30,815
Seniors	1,596	1,604	1,511	1,366	1,536	1,507	1,274	0	0	0	0	0	10,394
Infants	339	343	372	359	452	385	319	0	0	0	0	0	2,569
Children 4-17	1,766	1,674	2,040	1,940	2,164	1,961	1,611	0	0	0	0	0	13,156
2023 Total Served	7,581	7,327	8,813	8,158	9,281	8,475	7,299	0	0	0	0	0	56,934
2022 Total Served	5,689	5,963	6,879	6,691	6,915	7,561	7,525	8,129	7,555	7,640	10,709	7,618	88,874
Difference between 22 & 23	1,892	1,364	1,934	1,467	2,366	914	-226	0	0	0	0	0	9,711
<b>Meals</b>													
2023 Total Household	2,270	2,205	2,667	2,458	2,801	2,688	2,341	0	0	0	0	0	17,430
2022 Total Household	1,672	1,792	2,068	2,036	2,021	2,248	2,206	2,440	2,231	2,207	3,234	2,281	26,436
Difference between 22 & 23	598	413	599	422	780	440	135	0	0	0	0	0	3,387
Total Meals Given Out	113,715	109,905	132,225	122,400	139,230	127,125	109,515	0	0	0	0	0	854,115
<b>Families</b>													
2023 New families for the month	345	307	352	311	383	356	294	0	0	0	0	0	2,348
2022 New Families	191	188	253	240	286	318	292	347	315	292	551	286	3,559
Difference between 22 & 23	154	119	99	71	97	38	2	0	0	0	0	0	580
<b>Individuals</b>													
2023 New people for the month	997	914	1,074	930	1,163	953	801	0	0	0	0	0	6,832
2022 New people for the month	578	568	725	753	919	990	916	1,087	1,021	941	1,378	843	10,719
Difference between 22 & 23	419	346	349	177	244	-37	-115	0	0	0	0	0	1,383
All Individuals Served	7581	7327	8813	8158	9281	8475	7299	0	0	0	0	0	49635
Citrus Heights Residents Served	1554	1478	1771	1821	2127	1907	1907	0	0	0	0	0	10658



City of Citrus Heights  
 6360 Fountain Square Drive  
 Citrus Heights, CA 95621  
 916.727.4807 | [communityengagement@citrusheights.net](mailto:communityengagement@citrusheights.net)

## FY 2023-2024 Application for Community Support Funding

***\$180,000 in Total Funding Available for Public Services***

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### **Background**

The City of Citrus Heights offers limited one-time funding for non-profit organizations that provide services to residents of the Citrus Heights community. ***This application form is intended only for non-profit organizations requesting Community Support Funding.*** Requests for Community Development Block Grant Funding (CDBG) or other non-Community Support Funding require a separate application form. Please contact the City's Housing and Grants Division for information about the CDBG application process and funding schedule at (916) 727-4752 or [npiva@citrusheights.net](mailto:npiva@citrusheights.net).

### **Eligibility**

Non-profit organizations that provide services to residents of Citrus Heights can apply for Community Support Funding. Submission of an application is not a guarantee of funding. ***Applicants must submit a copy of the organization's IRS 501(c)(3) Designation Letter with the Community Support Funding Application*** for the City to process the application.

### **Application Submission**

Eligible non-profit organizations may submit Community Support Funding Applications during the annual funding cycle by emailing [communityengagement@citrusheights.net](mailto:communityengagement@citrusheights.net). Applicants must answer all questions and provide adequate documentation to support their application. ***Applications are due on August 18, 2023, at 4:00 pm, and applicants will be notified of receipt via email by Monday, August 21, 2023.***

### **Requests \$2,500 and Above**

The City Council will make all funding decisions for requests of \$2,500 or more. The City Council may elect to fund all or a portion of the amount requested by the applicant. If an application submitted for Community Support Funds is better suited for other funding sources (e.g., federal CDBG funds), the Council may defer action and refer the applicant to the alternative funding source.

### **Requests under \$2,500**

The City Manager will review Community Support Funding requests of less than \$2,500. The City Manager can determine whether to fund all or a portion of the requested amount after reviewing the project application or refer the matter for formal Council action.

### **Additional Application Considerations**

***An incomplete or late application may disqualify the application from consideration. If funding is approved, a City representative will contact the applicant. City funding may not be used to provide stipends or any other benefit to elected officials.***

Please refer all questions regarding this application to Courtney Riddle at (916) 727-4807 or [communityengagement@citrusheights.net](mailto:communityengagement@citrusheights.net).

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## APPLICATION SUBMITTAL PROCESS

There are multiple options for submittal: (1) Electronic: must be submitted as a PDF file and e-mailed to [communityengagement@citrusheights.net](mailto:communityengagement@citrusheights.net) (2) Deliver to City of Citrus Heights City Hall no later than **August 18, 2023, by 4:00 PM.**

### **PLEASE NOTE**

*This application is **ONLY** for non-profit organizations that provide services to residents of the Citrus Heights community.*

### **APPLICATION REVIEW**

Once the final application date and time have passed, applications may not be amended or substituted unless the city staff has requested or permitted the amendment. City staff reserves the right to contact an applicant if additional information is required. City staff can provide technical assistance before the application due date.

City staff will review applications to determine whether the proposed activities meet eligibility criteria. Suggested activities will be evaluated based on their benefit to the community and feasibility for successful and timely implementation.

### **APPLICATION TIPS AND INSTRUCTIONS:**

- Staff is available until the application deadline to answer questions about the application requirements or process.
- Submit
  - One (1) electronic copy. The electronic copy must be submitted as a PDF. Electronic copies must be submitted via email to [communityengagement@citrusheights.net](mailto:communityengagement@citrusheights.net). ***Or***
  - Deliver a hard copy to the City of Citrus Heights, 6360 Fountain Square Drive, Citrus Heights, CA 95621, Attention: Courtney Riddle, by 4:00 pm on August 18, 2023.
- The application must be completed and submitted in its entirety. Check carefully to ensure that you have answered all applicable questions. Do not delete questions that do not apply to your organization's project.

### **GRANT SCHEDULE**

The city anticipates the following schedule for reviewing submitted applications and determining funding awards.

July 24, 2023	Application period opens
August 18, 2023	Applications are Due by 4:00 PM <b><i>Email Applications</i></b> to <a href="mailto:communityengagement@citrusheights.net">communityengagement@citrusheights.net</a> . <b><i>Mail or Drop off:</i></b> Citrus Heights City Hall, 6360 Fountain Square Drive, Citrus Heights, CA 95621
September 8, 2023	Applicants will be notified via e-mail of the status of their application and the next steps
September 14, 2023	City Council meeting to consider recommendations and award funding



City of Citrus Heights  
6360 Fountain Square Drive  
Citrus Heights, CA 95621  
916.727.4807 | [communityengagement@citrusheights.net](mailto:communityengagement@citrusheights.net)

## APPLICATION FOR FY 2023/2024 COMMUNITY SUPPORT FUNDING

### Part One – General Information

<b>Project Name:</b> Increase utilization of Single Mom Strong's Programs and Services	
<b>Organization Name:</b> Single Mom Strong	<b>501(c)(3) Number: (Must include a copy of the letter with the application)</b> 81-0917372
<b>Address:</b> 7525 Auburn Blvd #5 Citrus Heights 95610	<b>Phone:</b> 916-735-5350
<b>Director:</b> Tara Taylor	<b>Website:</b> <a href="http://singlemomstrong.org">singlemomstrong.org</a>
	<b>Phone:</b> [REDACTED]
	<b>Email:</b> <a href="mailto:ttaylor@singlemomstrong.org">ttaylor@singlemomstrong.org</a>
<b>Contact Person:</b> Tara Taylor	<b>Phone:</b> [REDACTED]
	<b>Email:</b> <a href="mailto:ttaylor@singlemomstrong.org">ttaylor@singlemomstrong.org</a>
<b>Amount of Funding Requested:</b>	\$25,356

### Part Two – Project/Program Specifics

Please answer the following questions in the space provided below.

- 1) **PROJECT DESCRIPTION.** Provide a brief and clear description of your project. List all Community Support Funding the City of Citrus Heights has awarded your organization in the past five (5) years. For each Community Support Funding allocation you received in the past five (5) years, indicate the date of application, the name of the project, and the dollar amount(s) disbursed.

Single-parent families are an underserved and at-risk population who, without support, will experience disastrous health and socioeconomic outcomes that can affect generations and balloon already burdened social services systems. Through early intervention, access to support systems, workforce development resources and innovative childcare solutions, Single Mom Strong dismantles the greatest barriers to single mothers' success and ensures the health of these families. Our innovative blueprint deploys comprehensive resources that empower single-parent families, successfully improving outcomes.

Single Mom Strong (SMS) is a local nonprofit organization with a mission to empower single mothers and their children through enrichment, encouragement and educational programs. We improve outcomes for single parent families by:

- Fostering connection: Having little to no support, the community aspect of SMS is one of the most important to single moms. Our members find comfort in bonds built on their common experience.
- Increasing self-sufficiency and economic stability: SMS's workforce development tools, from workshops to Pre-Employment Coaching and our free Career Clothing Closet, directly influence career success.
- Overcoming the barrier of inaccessible childcare: Our EmpowerME Preschool & Childcare programs make quality preschool accessible by making it affordable, even on a single-income budget. Full-day childcare is also offered to school-age children during school breaks and closures.

After spending several years creating and solidifying Single Mom Strong's programs and services, we expanded our physical space in late 2022. With these projects complete and the pandemic behind us, our goal now is to increase utilization of all of our programs and services, so we may support as many local single parent families as possible. As a relatively young nonprofit, we are proud to be serving over 800 local single mothers, but there are so many more to reach. Increased awareness of what our organization is and does will allow us to make the greatest impact. Therefore, this project will include the marketing, initial staffing and supplies needed to

dramatically increase our reach among Citrus Heights families.

Prior funding: \$15,000- 2022-23 “Support Single Mom Strong’s Expansion” / \$9100- 2021-22 “Increase The Capacity of Single Mom Strong’s EmpowerME Preschool & Childcare programs”

- 2) **NUMBER OF CITRUS HEIGHTS RESIDENTS SERVED BY THE PROJECT.** Provide documentation detailing the number of residents your organization would serve with the requested funds. Describe your process for collecting and maintaining accurate records of the number of Citrus Heights residents served if awarded the requested funds.

Single Mom Strong has been operating in Citrus Heights for four years. While our programs serve single parent families throughout the Sacramento region, our greatest saturation is in the City of Citrus Heights. Our high quality, low cost preschool and childcare program: EmpowerME (which we are proud to say has been named “Best of Citrus Heights” three years in a row!), can serve up to 67 children at capacity in Citrus Heights each day, providing them a solid foundation to their education, while allowing single mothers to return to work with confidence that their child is being well cared for. Not only do the children benefit from the safety and educational support provided in our center, but their mothers have the ability to provide for their families, with the assurance that their children are being well-prepared for school. Plus, the financial burden is less than they would experience elsewhere, since our pricing is approximately 30% lower than average preschool tuition in our region. This savings significantly impacts the family budget.

Single Mom Strong’s current workforce development programming includes Pre-Employment Coaching: one-on-one sessions with local business executives that provide a single mother assistance in improving a resume, practice interviewing or a knowledgeable resource to explore a career change with. That program currently serves 1 single mother every other week, with a goal of serving 2 weekly. The second component of this programming is the Career Clothing Closet. Stocked full of new and gently used professional clothing by donations from the local community, the Career Clothing Closet gives single mothers free access to professional clothing for interviews or job readiness. This program also currently serves 1 single mother per week, with a goal of serving 10 single mothers per week.

Finally, we are soon adding the third and final component of our Workforce Development programming, Single Mom Strong’s Career Exploration events. Designed in 2019, but sidelined by the pandemic, this resource is even more crucial now. Because single mothers are often trapped in low wage roles, the intent of these events is to provide information and access to industries with minimal education requirements and high-income potential, which will increase single mothers' income and long-term financial security, while contributing to regional economic development. The attendance goal is 50 per event.

Registration forms, which include basic demographic information, will be completed by all attendees allowing the capture of impact data for Workforce Development programming. And, as a licensed childcare provider, enrollment paperwork must be accurately completed for each EmpowerME participant. Addresses are included in enrollment paperwork, which is updated annually. These two tools will allow us to measure engagement of Citrus Heights residents.

Parents typically choose childcare providers that are close to home. As such, 76% of EmpowerME Preschool & Childcare participants reside in Citrus Heights. The remainder of Single Mom Strong programming serves single mothers throughout the Sacramento region. With 76% Citrus Heights resident participation in EmpowerME, and an assumption of 50% Citrus Heights residents served by SMS Workforce Development programming, upon completion of this project, estimated numbers of Citrus Heights residents served per year for the programs included in this project are:

-EmpowerME (with limited turn-over): 70 attendees \* 76%= 53 children + 53 mothers= 106

-The Career Clothing Closet is expected to serve 80 moms in the first year and over 120 per year, thereafter. Assuming half of the beneficiaries are Citrus Heights residents, 40 will be served in the first year, 60 thereafter. (50 avg.)

-Pre-Employment Coaching: 4 per week after project completion= 16/ month \* 50%= 8/ month or 96 per year

-Career Exploration Events: 50 attendees \* 50%= 25 per event \* 2 events per year= 50 residents served.

Total Citrus Heights residents to be served by this project in the first year: 302

- 3) **PROJECT COST.** What is the total project cost? How much of the total project cost is your organization requesting the City to pay? What is the cost per Citrus Heights resident your organization will serve if awarded the requested funds? ***Please include a copy of a detailed budget with the application (Item # 7 below must be completed).***

The total project cost is \$43,259. Project costs include a temporary staff person to administer marketing and build collaborative relationships with other family-focused community organizations in order to spread awareness of our mission, programs and services, plus, the upfront cost of a teacher’s aid and full-time teacher for a 3-month period to increase the utilization of our EmpowerME programs. Finally, equipment, supplies, a public relations campaign and a small advertising budget for social media advertising are included. This request is for the City to pay \$25,356 of the total project cost. This equates to a cost of \$83.96 per Citrus Heights resident served. Additional details regarding the amount requested from the City are in item #7 below.

- 4) **ABILITY TO BECOME SELF-SUSTAINING.** The City's Community Support Funding grants are intended to be a one-time allocation and should not be considered an annual funding source. Although a Community Support Funding Application submission does not prohibit an organization from submitting Community Support Applications in subsequent years, annual funding is not guaranteed. *Describe your plan to fund the proposed project in future years. Please detail known (current/existing) and anticipated funding sources.*

The marketing and public relations component of this project is a one-time, upfront cost. Plus, teaching staff salaries required to increase the capacity of EmpowerME only need to be subsidized during an initial 90-day ramp-up period. Despite the dramatically reduced rate of our preschool and childcare tuition, fixed monthly costs and personnel costs are supported by tuition income upon enrollment of 50% of a teacher's capacity. The programs quickly become self-sustaining and remain as such with minimal enrollment.

- 5) **LEVERAGING OF FUNDS.** Does your organization have any other funds or funding commitments to assist in financing the project? Have other agencies been asked to provide support? *If so, provide a list of the organizations/agencies, including names, contact name(s), telephone number and the amount of funding requested and committed.*

This project is partially supported by the Sacramento County TOT Grant. Single Mom Strong has been awarded \$20,000 in 2023-24, of which, \$17,903 specifically applies to components of this project. This funding commitment is public record and can be verified by Sue Frost's office: (916) 874-5491.

- 6) **FUNDING FAIR SHARE.** If the program serves residents outside of Citrus Heights, describe how the funding will be prorated so the City only pays for the number of Citrus Heights residents the project will help if funded.

Assuming a 76% utilization of EmpowerME Preschool & Childcare by Citrus Heights residents and 50% utilization of SMS Workforce Development programming, an average of 63% can be used to prorate project costs of \$43,259, which equals \$27,253. Because of the funding commitment already made by the County, we are only requesting the remainder of project costs: \$25,356.

- 7) **COST DOCUMENTATION.** Provide a detailed budget of the estimated project cost using the form below.

ITEM	ESTIMATED COST
Temporary Staff Person- administer marketing/ build collaborative relationships	\$ 12,075.00
Title: Full time infant/toddler teacher- 3 month ramp up period	\$ 9,861.00
Title: Full time teacher's aid- 3 month ramp-up period	\$ 8,823.00
Equipment / Supplies	\$ 7,500.00
Public Relations	\$ 4,000.00
Advertising, promotion	\$ 1,000.00
<b>TOTAL</b>	<b>\$43,259</b>

- 8) **PERFORMANCE INDICATORS.** What measurable results/benchmarks will be used to evaluate the proposed project's success? Please describe in detail.

Success will be measured by both increased awareness of Single Mom Strong regionally, and maximum utilization of programs and services long term. First, the successful implementation of the public awareness campaign can initially be measured with increased website traffic and social media following. This will ultimately result in full utilization of both EmpowerME Preschool & Childcare and our Workforce Development programs. Success will be measured by utilization of each service, with the goal of reaching 75% utilization of the additional teacher and aid's capacity within 6 months, totaling 12 new children enrolled. Successful utilization of the Career Clothing Closet will be ascertained when 10 mothers per month receive free professional clothing, while maintaining the donations to provide a great selection and volunteers to support staffing requirements. The Pre-Employment Coaching program success will be achieved when 2 mothers per week, or 8 per month, are benefitting from this service. The final benchmark of this project is to host the first Career Exploration event. We will satisfy this commitment by collaborating with other organizations to ensure attendance of at least 50 women at the first event.

- 9) **PROJECT HISTORY.** Describe the project history if there is one. Has the project successfully served the projected number of Citrus Heights residents? List the estimated and actual number of Citrus Heights residents served by prior Citrus Heights Community Support Funding allocations your organization received in the past five (5) years. *If this is the first time your organization has applied for Community Support Funding, please describe your background and experience delivering the proposed project or service.*

While this will be a new project, there is history for our EmpowerME Preschool and School-Age Enrichment programs and for Pre-Employment Coaching. We are proud to make school-age, full-day childcare available at dramatically reduced rates during school breaks and closures, serving 138 school-age students to date. Additionally, EmpowerME Preschool is open continuously and currently serving 23 children residing in Citrus Heights. Finally, our Career Clothing Closet just opened this year and has served 18 Citrus Heights residents to date.

- 10) **PROJECT SCHEDULE.** Provide a project schedule listing the following dates: (1) project start; (2) project milestones: please describe performance indicators used to measure the success of your program and anticipated dates that progress will be achieved; and (3) project completion.

Project Start/ New Teacher Hire- September, 2023

Funding is needed in October 2023

Staff Member & Teacher's Aide Hire/ Public Awareness Campaign- October 2023

First Career Exploration Event- November 2023

Increased Weekly Coaching Sessions- 1/ week- December 2023

Volunteer Staffed Open Career Clothing Closet 1 afternoon/ week & 50% enrollment of teacher's capacity - January 2024

Increased Weekly Coaching Sessions- 2/ week- February 2024

Volunteer Staffed Open Career Clothing Closet 2 afternoons/ week & 75% enrollment of teacher's capacity – March 2024

Second Career Exploration Event/ Project Completion- April 2024

- 11) **LOCAL AFFILIATION.** Does your organization have advisory or board members who are residents of Citrus Heights or have other ties to the City (employment/business connections)?

Meghan Humber, Board President, Economic Development & Communications Manager, City of Citrus Heights  
Kimberly Kinz, Staff Member, Citrus Heights resident

*By signing this document, I(We) certify that the funding will be utilized only for the purposes outlined in this application.*

**Jara Taylor**

**8/18/23**

Signature

Date



City of Citrus Heights  
6360 Fountain Square Drive  
Citrus Heights  
California 95621  
(916) 725-2448  
Fax (916) 725-5799  
TDD 7-1-1

[www.citrusheights.net](http://www.citrusheights.net)

August 28, 2023

Sarah Weimer  
Campus Life Connection (Sayonara Center)  
PO Box 156  
West Sacramento, CA 95691

*The City of CITRUS HEIGHTS  
is committed to providing  
high quality, economical,  
responsive city services  
to our community.*

RE: FY2023/2024 Community Support Funding: Council Finance Committee  
Request for additional information

Dear Sarah,

The City of Citrus Heights (City) is in receipt of Campus Life Connection's FY 2023/2024 Community Support Fund Application. The City Council Finance Committee met on Thursday, August 24, 2023, to review and discuss the applications and request additional information:

1. What is Campus Life's client screening process to ensure those receiving services are from the Sayonara area and not outside Citrus Heights?
2. Provide a breakdown of the 300 kids/families the application states will receive services if awarded the Community Support funding:
  - a. Are these kids/families from the Sayonara Area?
3. Per the program application, Community Support funds are intended to be a one-time allocation and should not be considered an annual funding source. Although a Community Support Funding Application submission does not prohibit an organization from submitting in future years, annual funding is not guaranteed. Does Campus Life Connections plan to become self-sufficient and reduce or eliminate the need for City support moving forward?

Please prepare a response to these questions and e-mail them back by Wednesday, August 30th, to [criddle@citrusheights.net](mailto:criddle@citrusheights.net). Also, I can be reached at (916) 727-4807 if you have questions or want to walk through the next steps in the process.

This item is scheduled for consideration at the September 14, 2023, City Council meeting. You and your organization are encouraged to attend to respond to any questions or comments the City Council may have about your application.

Regards,

*Courtney Riddle*

Courtney Riddle

Economic Development & Community Engagement Analyst



[www.citrusheights.net](http://www.citrusheights.net)

*The City of CITRUS HEIGHTS  
is committed to providing  
high quality, economical,  
responsive city services  
to our community.*

Courtney Riddle  
Economic Development & Community Engagement Analyst

[www.citrusheights.net](http://www.citrusheights.net)

*The City of CITRUS HEIGHTS  
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Courtney Riddle  
Economic Development & Community Engagement Analyst

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Courtney Riddle  
Economic Development & Community Engagement Analyst

[www.citrusheights.net](http://www.citrusheights.net)

*The City of CITRUS HEIGHTS  
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high quality, economical,  
responsive city services  
to our community.*

Dear April,

1. Does Sunrise Christian Food Ministry have a program verification process to qualify participants? If so, please describe what data is collected and how.
2. Describe how Sunrise Christian Food Ministry ensures only Citrus Heights residents take part in the programs/services that the Community Support Grant funds.

Please prepare a response to these questions and e-mail them back by Wednesday, August 30th, to [criddle@citrusheights.net](mailto:criddle@citrusheights.net). Also, I can be reached at (916) 727-4807 if you have questions or want to walk through the next steps in the process.

This item is scheduled for consideration at the September 14, 2023, City Council meeting. You and your organization are encouraged to attend to respond to any questions or comments the City Council may have about your application.

Regards,

Courtney Riddle

Courtney Riddle  
Economic Development & Community Engagement Analyst

**RESOLUTION NO. 2023- \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,  
CALIFORNIA, CALIFORNIA APPROVING COMMUNITY SUPPORT FUNDING AWARD  
ALLOCATIONS FOR FISCAL YEAR 2023/2024**

**WHEREAS**, the City of Citrus Heights offers limited one-time funding for non-profit organizations that provide services to residents of the Citrus Heights community through the Community Support program;

**WHEREAS**, there is \$180,000 available in Community Support funding for Fiscal Year 2023/2024;

**WHEREAS**, The FY 2023/2024 application period opened July 24, 2023 and 6 applications were received;

**WHEREAS**, the City Council Finance Committee reviewed the Community Support requests on August 24, 2023, and recommended funding in the total amount of \$149,863 as outlined in Exhibit A;

**NOW THEREFORE BE IT RESOLVED AND ORDERED** by the City of Citrus Heights that the applications be awarded in the total amount of \$149,863 as outlined in Exhibit A;

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 14<sup>th</sup> day of September 2023 by the following vote, to wit:

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

\_\_\_\_\_  
**Tim Schaefer, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Amy Van, City Clerk**

**Exhibit**

- A. FY 2023/2024 Community Support Funding Application Summary  
 Finance Committee Recommendations

## FY 2023/2024 Community Support Funding Application

## Summary and Finance Committee Recommendations

Available Funding: \$180,000

NON PROFIT	PROJECT DESCRIPTION	REQUESTED FUNDING	COMMITTEE RECOMMENDATION
Campus Life Connection (Sayonara Center)	Sayonara Center operations and after-school programs	\$20,000	\$20,000
Citrus Heights Marching Band	Instructional Staff compensation, equipment, and materials, Howl'O Ween Parade	\$20,000	\$20,000 with the condition that the City be listed as a sponsor of the Howl O'Ween Parade
Community Link Capital Region	Home delivery of meals using an existing partnership with DoorDash to deliver food pantry items from Sunrise Christian Food Ministry	\$2,498	\$2,498
Meals on Wheels	Meal provision for 185 unduplicated seniors in Citrus Heights	\$82,000	\$82,000 with the condition that the Citrus Heights Waiting list of 20 people be eliminated and those clients supported with the approved funding.
Single Mom Strong	Increase existing programs and services to support single-parent families	\$25,365	\$25,365
Sunrise Christian Food Ministry	Daily redistribution of recovered food from local grocery stores to those experiencing food insecurity	\$21,600	\$0; Not recommended. The committee wants a more significant focus on Citrus Heights residents.
<b>TOTAL</b>		<b>\$171,463</b>	<b>\$149,863</b>



# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT MEMORANDUM

**DATE:** September 14, 2023

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

**FROM:** Casey Kempenaar, Community Development Director  
Alison Bermudez, Senior Planner

**SUBJECT:** **Adoption of Objective Design and Development Standards for the Auburn Boulevard Special Planning Area**

### **Summary and Recommendation**

At the June 22, 2023 City Council meeting, staff presented an overview of Objective Design and Development Standards (ODDS) necessary in order to comply with State housing legislation intended to streamline the construction of qualified housing projects. This meeting was a discussion item only with no formal action taken. Staff communicated the item would come back to City Council at a future meeting for formal action.

The following motion is recommended:

**Motion:** Adopt a Resolution adopting the Auburn Boulevard Objective Design Standards that support design and development standards for mixed-use and multi-family residential development within the Auburn Boulevard Specific Plan area and finding the Guidelines are exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3).

Staff is requesting the City Council adopt the policy to implement ODDS for the Auburn Boulevard Specific Plan area (ABSP). By adopting ODDS, the City is equipped to apply design standards when an application for a qualifying multi-family or mixed-use housing project in the ABSP area is received. The ODDS give the City the ability to review a proposed project objectively, as required by state law, and ensure future residential developments support the City's vision for the corridor to the best extent possible.

The ODDS do not change the overall vision or intent of the existing adopted Boulevard Plan, which calls for development of higher density and mixed-use development along the Auburn Boulevard corridor. Rather, the ODDS transform the existing development standards into objective standards to comply with state law.

**Subject: Overview and Discussion of ABSP ODDS**

**Date: September 14, 2023**

**Page 2 of 7**

### **City Council Strategic Goal/Objective**

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

Goal: Diversify for a resilient economy

Strategic Objective: Evaluate market challenges for Auburn Blvd development viability, assess Specific Plan relevancy in current and foreseeable market, and present options for consideration

The framework to achieve this Strategic Objective would be presented to the City Council in 2024. In the interim, the ODDS adhere to the existing ABSP providing the City with standards that are consistent with state law to ensure any applications that come in follow the design objectives of the existing ABSP. The relevancy and form of the ODDS and any necessary updates will be considered as part of the 2024 work plan developed to achieve this Council Strategic Goal.

### **Fiscal Impact**

There is no fiscal impact associated with the proposed ODDS. However, it should be noted the ODDS were created in partnership with Opticos Design, a consulting firm and the Opticos contract was funded through the City's Regional Early Action Program (REAP) grant award. The funding of this award expires this fall and will require the submission of the adopted ODDS for reimbursement.

### **Background and Analysis**

Shortly after incorporation, Auburn Boulevard was identified as a significant priority for the City due to land use challenges, roadway design issues, vacancy, and aesthetic concerns. In order to create a long-term vision for the future of the Boulevard, the City Council directed the development of a Specific Plan, called the Boulevard Plan. The Boulevard Plan creates a vision of a dynamic and livable Citrus Heights community. The Plan repositions the Boulevard as a set of connected districts that are becoming increasingly central to the Sacramento region. The Plan is a result of nearly two years of community input and discussion and is intended to further the goals and policies of Citrus Height's General Plan, which are to create a walkable, lively, and prosperous city.

As mentioned, the concepts in the plan were derived from the objectives established by the community and stakeholders in workshops and meetings over a two-year period, ultimately adopted by the Council in 2005. The plan calls for a more urban environment than today with an overall design goal of "Create distinctive, high-quality living, working, and shopping environments that have attractive streetscapes, are pedestrian-scaled, and provide a sense of place and identity".

The adopted Boulevard Plan includes Design Standards to support the vision that was established as part of the plan. This includes some objective standards (parking, setbacks (minimum and



**Subject: Overview and Discussion of ABSP ODDS****Date: September 14, 2023****Page 3 of 7**

maximum), building height, building density, etc. as well as numerous subjective standards that influence the architectural massing, articulation, and similar.

Since the adoption of the Boulevard Plan, the state has passed a series of housing laws that essentially eliminate the use of subjective standards. Absent these subjective standards, the ability for the City to ensure architectural design meets the City's vision for the plan is extremely limited.

In order to ensure the City can continue to apply architectural standards that support the vision of the Boulevard Plan, staff obtained a grant from the Sacramento Area Council of Government (SACOG) to transition existing subjective standards into objective standards. The City, along with a consultant, have developed objective design and development standards for the review of multi-family and mixed-use development applications proposed within the Boulevard Plan Area (Figure 1). While the existing (2005) Boulevard Plan contains subjective design standards for new development, only objective standards may be applied pursuant to state law.

Objective design and development standards are defined under State law as “standards that involve no personal or subjective judgement by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal” (California Government Code, Section 65913.4).

Objective design standards (ODDS) are intended to be a tool in the response to State housing laws that reduce local control of development, intended to streamline housing production. ODDS are required to remove subjectivity; however, can still provide objective standards to ensure that the appearance of new development is compatible with the City's vision.

The proposed ODDS standards are not intended to materially change the overall design intent established within the existing Boulevard Plan; rather the intent is to transition the subjective standards found within the Boulevard Plan into ODDS to be consistent with state law.

### *Legislative Actions*

The California Legislature has continued its years' long journey of wresting local control from cities and imposing statewide requirements. In 2023, over 40 bills aimed at housing were passed by the legislature. These most recent bills were building blocks on top of other legislative actions taken over the past few year, specifically SB 35 (2017) which was the first significant bill aimed at streamlining housing approvals.

Of the 40 bills passed, two were specific to housing development within a commercial zone. These bills are the impetus for the proposed policy related objective design and development standards. Highlights of the two bills are below:

AB 2011	<p>Key points:</p> <ul style="list-style-type: none"> <li>• Applies regardless of general plan, zoning, etc., with limited exemptions for specific plans</li> <li>• Applies to two types of projects- 100% affordable in a</li> </ul>
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**Subject: Overview and Discussion of ABSP ODDS****Date: September 14, 2023****Page 4 of 7**

	<p>commercial zone and mixed income along a commercial corridor (Rental 55 years/Ownership 45 years)</p> <ul style="list-style-type: none"> <li>• Short time frame for applicant to be notified of inconsistencies with objective standards &lt;150 units within 60 days and &gt;150 units 90 days</li> <li>• <b>Design Review only allowed for compliance with objective standards adopted prior to application submittal</b></li> <li>• Incorporates Streamlined Approval Process implemented under SB 35</li> <li>• Requires project to pay prevailing wage &amp; skilled workforce</li> </ul>
SB 6	<ul style="list-style-type: none"> <li>• Also allows housing development projects in commercial zones <b>utilizing design review on adopted objective standards.</b> SB 6 also differs from AB 2011 in several important respects. SB 6 does not require any affordable housing. Projects under SB 6 are not automatically exempt from CEQA. And SB 6 projects require not only the payment of prevailing wages, but also the use of a skilled and trained workforce – which generally means union workers, with limited exemptions. Monthly reports must be provided to the City to show compliance. This also takes effect on July 1, 2023 and sunsets on January 1, 2033.</li> </ul>

*June 22, 2023 City Council Meeting*

As previously mentioned, staff and the consultant presented an overview of the proposed ODDS in June. At the meeting, several council members expressed concerns with introducing residential units along the Auburn Boulevard corridor. Staff reminded the council that while the plan area has allowed housing for many years (none have been built), recent state legislation now *requires* a jurisdiction to allow qualifying multi-family or mixed-use housing in its commercial zones, regardless if zoning allows it or not.

The concerns expressed by the Council included lack of recreation/yard space, parking, setbacks and other elements found in traditional residential development. Staff believes these concerns are addressed to best extent possible, through the application of objective standards. The policy includes measureable standards for design elements supportive of residential living. A few of the objective elements included in the policy are as follows:

- Screening standards to allow protection of property, enhancement of privacy, attenuation of noise and improvement of the visual element;
- Landscaping standards for visual and privacy enhancement;
- Parking and loading standards for consistency with the physical character and support a walkable environment; and
- The allowable mass, depth and width of a building vary depending on the location along the Boulevard.

**Subject: Overview and Discussion of ABSP ODDS**

**Date: September 14, 2023**

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While residential living in commercial areas may not present traditional living, the need for adaptive reuse of existing vacant commercial buildings or the redevelopment of underutilized commercial land, has been a growing land use trend with many successful residential projects contributing to the success of commercial properties. . Advantages to introducing residents into commercial areas include these corridors are more accessible to public transportation, needed infrastructure is in place, and residents are “built-in” customers to existing neighborhood resources and services. As a city that faces an over-supply of retail, housing and mixed-use projects are the most likely successors to replace aging retail along corridors. Further, under AB AB2011 and SB6 residential development is permissible in commercial zones, regardless of existing zoning designation.

As noted in the City Council Strategic Goal/Objective section of this report, an adopted Strategic Objective is to, “Evaluate market challenges for Auburn Blvd development viability, assess Specific Plan relevancy in current and foreseeable market, and present options for consideration”. Should City Council wish to revisit adopted design standards, staff would recommend that it be done as part of accomplishing the adopted strategic objective process. Approving the proposed ODDS would help implement the intent of existing adopted policy.

#### *Auburn Boulevard Specific Plan*

As mentioned, the policy presented will be applicable to the Auburn Boulevard corridor. It should be noted that later this fall, staff will present a similar policy applicable to commercial areas in the remaining areas of the city.

The current ABSP provides detailed design guidelines and development standards. However, most of the standards are “subjective” and do not meet the states definition of “objective.” This policy will provide the necessary objective standards to support quality residential development in the plan area. The images below represent the same project but one image depicts how a project may look if an application was received today (without ODDS) and the other image is the same project is submitted following the adoption of the ODDS policy. It should be noted that these are simply massing and articulation examples and are not representative of what would likely be built but are just examples of being able to present building façade breaks through ODDS versus what could be allowed under the existing law.

Subject: Overview and Discussion of ABSP ODDS

Date: September 14, 2023

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<p>Possible outcome of massing and articulation under existing <b>Boulevard Plan</b> objective standards</p>	<p>Possible outcome of massing and articulation under <b>proposed</b> objective standards</p> <ul style="list-style-type: none"> <li>• Maximum building type width and depth</li> <li>• Massing and façade articulation standards</li> </ul>

Staff recommends the City Council adopt the resolution to implement objective design and development standards for the Auburn Boulevard Specific Plan. The resolution and its attached policy is in compliance with state law and will provide the necessary tools for qualifying residential projects to be reviewed objectively.

Attached:

Figure 1: Map of Auburn Boulevard Planning Area

1. Resolution adopting Objective Design and Development Standards for the review of qualifying multi-family and residential mixed-use development within the Boulevard Plan Area and finding the Guidelines are exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3)

Exhibit A: Objective Design and Development Standards for the Auburn Boulevard Specific Plan

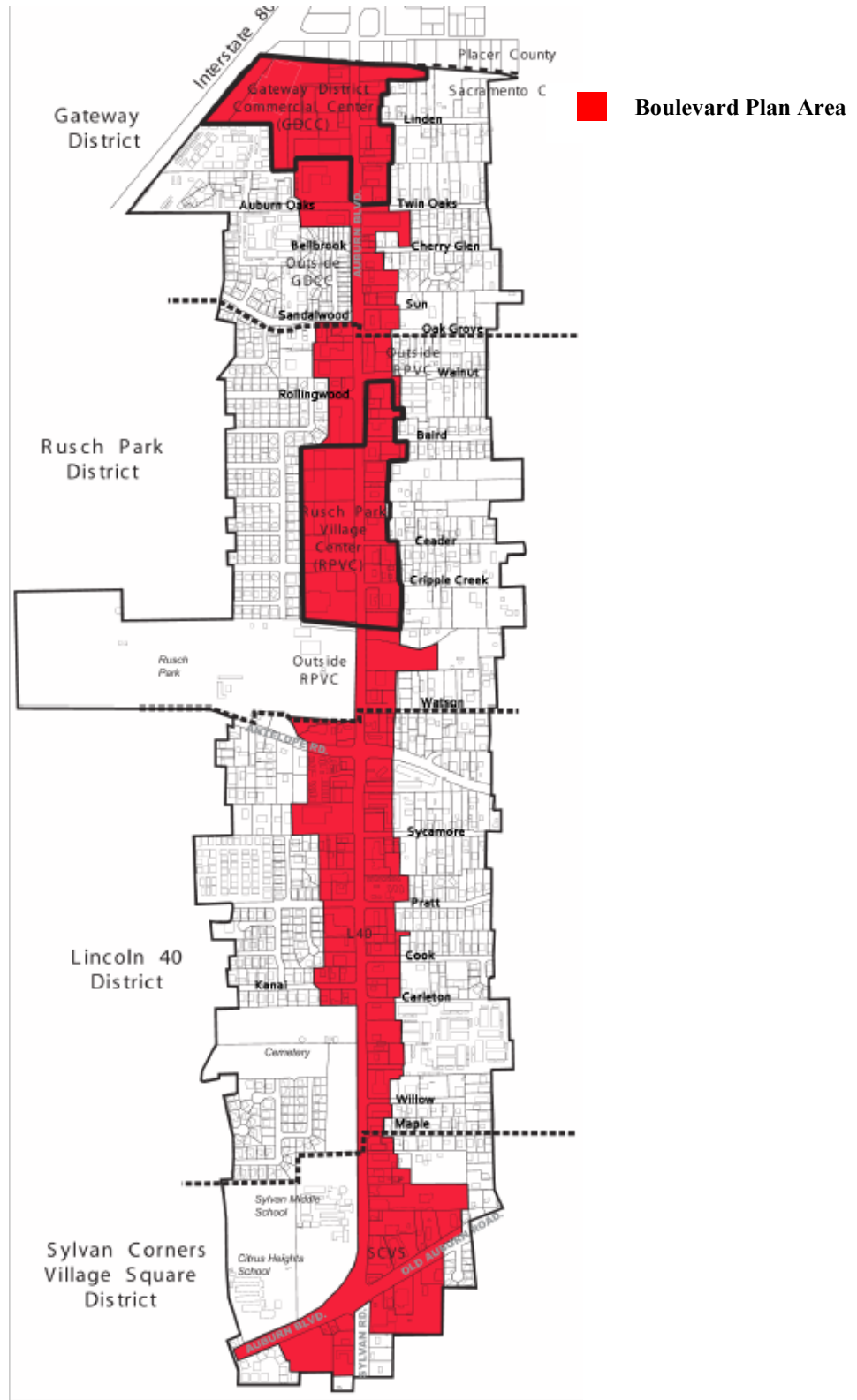
2. FAQs

Subject: Overview and Discussion of ABSP ODDS

Date: September 14, 2023

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FIGURE 1



**RESOLUTION NO. 2023-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,  
CALIFORNIA, ADOPTING OBJECTIVE DESIGN STANDARDS FOR THE REVIEW OF  
QUALIFYING MULTI-FAMILY AND RESIDENTIAL MIXED-USE DEVELOPMENT  
WITHIN THE BOULEVARD PLAN AREA AND FINDING THE GUIDELINES ARE  
EXEMPT FROM CEQA**

**WHEREAS**, Over the past several years, the State of California adopted revisions to a number of Government Code Sections requiring ministerial approval of qualify mixed-use and multi-family residential projects; and

**WHEREAS**, the adopted revisions to these Government Codes by the State results in the need for objective design and development standards to implement the ministerial approval of qualifying mixed-use and multi-family residential projects within the Boulevard Plan; and

**WHEREAS**, on March 22, 2023, the City of Citrus Heights Planning Commission held a public hearing to consider the Draft Objective Design and Development Standards. The Planning Commission reviewed the document, provided input to staff on recommended modifications, and recommended the City Council adopt the Draft Objective Design and Development Standards with specific recommended modifications; and

**WHEREAS**, this matter was presented for discussion before the City Council on June 22, 2023 and on September 14, 2023.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Objective Design and Development Standards, provided as Exhibit A, are consistent with the Citrus Heights General Plan.
2. The Objective Design and Development Standards are consistent with the adopted Boulevard Plan.
3. The Objective Design and Development Standards are consistent with the Citrus Heights Municipal Code (Zoning Code Section).
4. The Objective Design and Development Standards are exempt from CEQA in that it can be seen with certainty that they will not impact the physical environment. (CEQA Guidelines Section 15061)(b)(3))

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights this 14<sup>th</sup> day of September, 2023 by the following vote:

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

\_\_\_\_\_  
**Tim Schaefer, Mayor**

**ATTEST:**

---

**Amy Van, City Clerk**

Exhibit A: Objective Design and Development Standards for Auburn Boulevard



# Auburn Boulevard Booklet

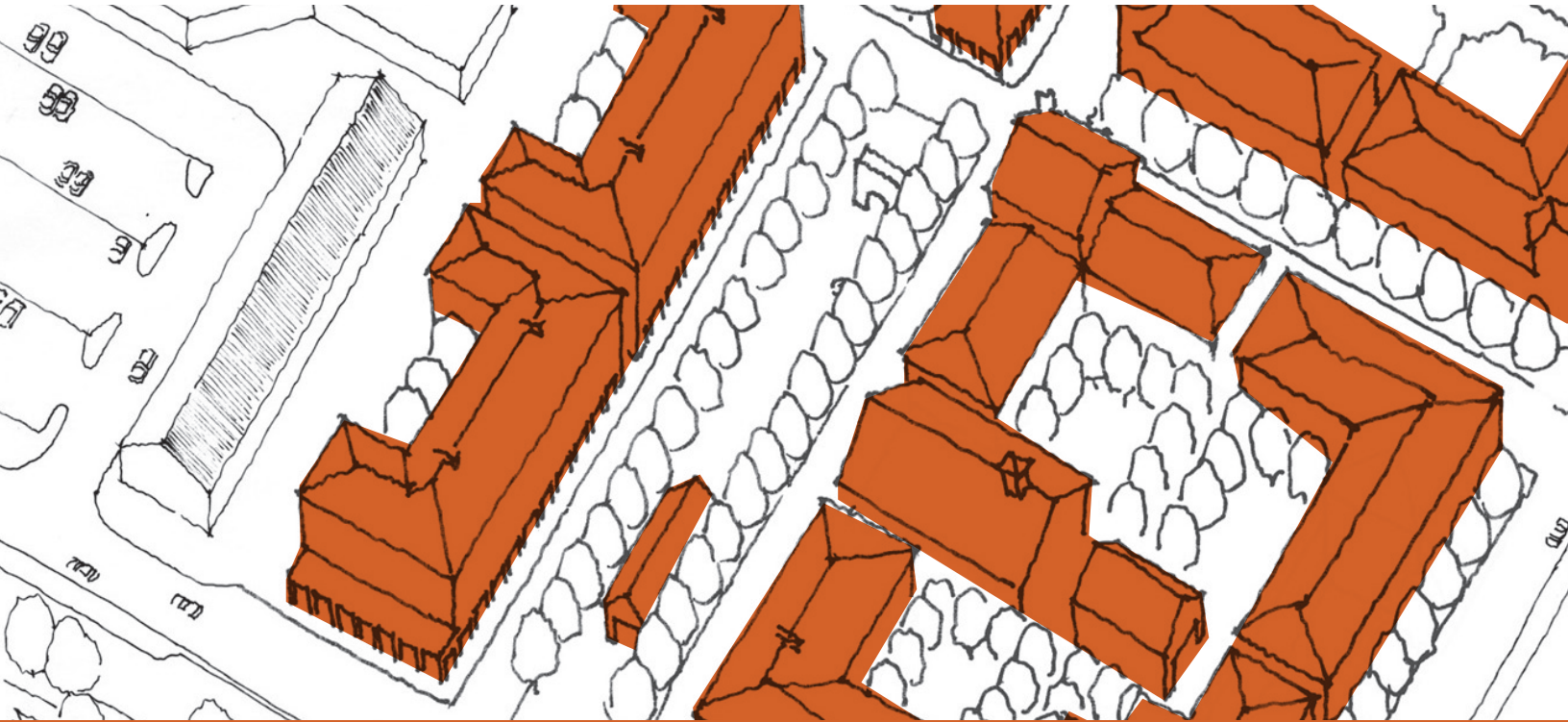
Design Principles for Corridor Redevelopment  
+ Objective Design and Development Standards

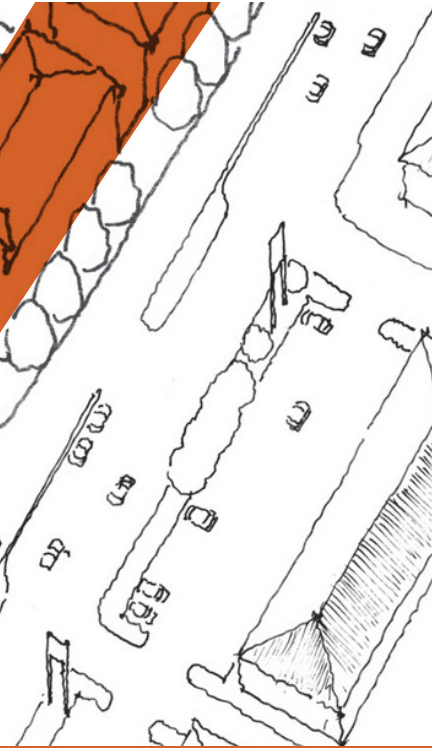
Citrus Heights, CA

Public Hearing Draft  
**April 7, 2023**









# Preface

## Design Principles for Auburn Boulevard Redevelopment

# Challenges and Opportunities along Auburn Boulevard

## Unique Challenges in Corridor Environments

Corridor environments present challenges and opportunities for redevelopment efforts that aim to produce walkable environments. On the one hand, high-traffic streets with fast-moving vehicles and wide rights-of-way can produce an environment that is uncomfortable and sometimes dangerous for people who walk, bike, and roll.

## Opportunities along Auburn Boulevard

On the other hand, many corridors like Auburn Boulevard are home to retail and services, transit stops, and open spaces that offer a promising context of walkable destinations for any potential housing along the corridor. Many corridors also contain very large parcels, most recently used as shopping centers or big-box stores, that are sizable enough to become new neighborhood blocks and create new addresses off of the corridor.

Auburn Boulevard is a corridor that contains many underutilized parcels and more retail than the market can sustain while also being surrounded by a growing region with high housing pressure.

## Design Principles

If aligned with particular design principles, new development along Auburn Boulevard can produce a walkable, livable environment despite the challenges of adjacency to a major corridor. This preface presents an overview of these design principles.

## Relationship to ODDS

The remainder of this booklet contains Objective Design and Development Standards for Auburn Boulevard, which implements these principles through objective standards that will govern certain kinds of new development per state law.



## How can corridor sites redevelop over time?

The below example illustrates the phased redevelopment of a site along a busy corridor, similar to Auburn Boulevard.



**Existing conditions.** A retail building is set behind a large parking lot.

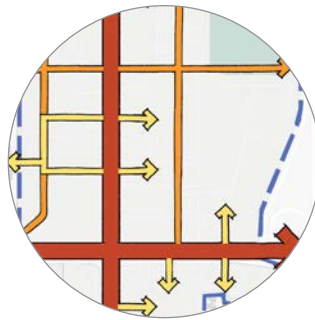


**Buildings line the corridor.** As a first step, new buildings line the corridor, while the existing parking lot and retail buildings remain in place.

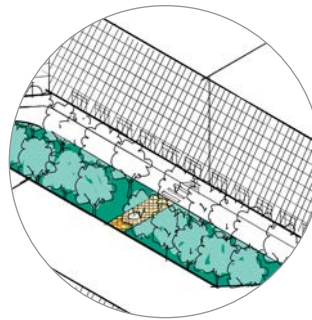


**New addresses off the corridor.** As a second step, a new street and block network replaces the surface parking lot and aging retail buildings. A new pair of one-way streets perpendicular to the corridor provide addresses that face a green space rather than facing directly onto the corridor.

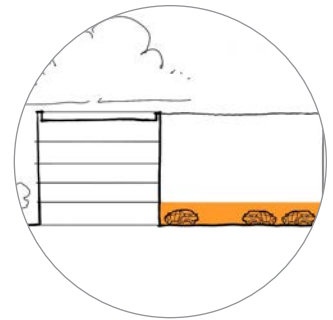
# Design Principles for Redevelopment along the Auburn Boulevard Corridor



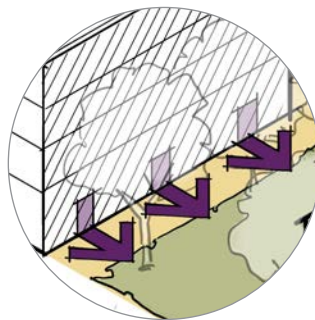
**Plan for connectivity**



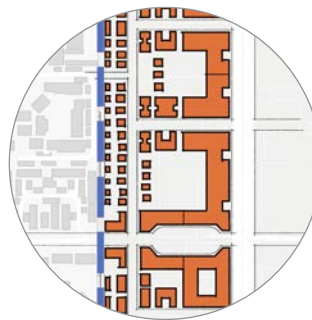
**Provide common  
open space**



**Shield parking from  
the street**



**Orient buildings  
toward the pedestrian  
realm**



**Transition to context  
in form and scale**



**Shape a legible public  
realm with frontages**



**Expand the corridor  
sidewalk**



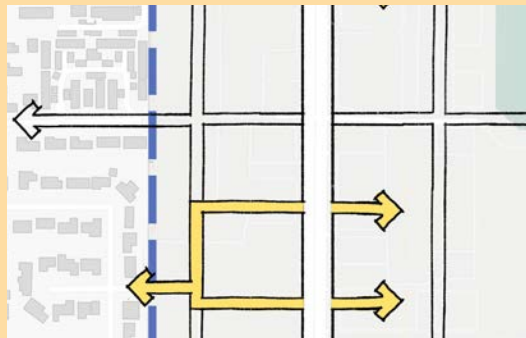
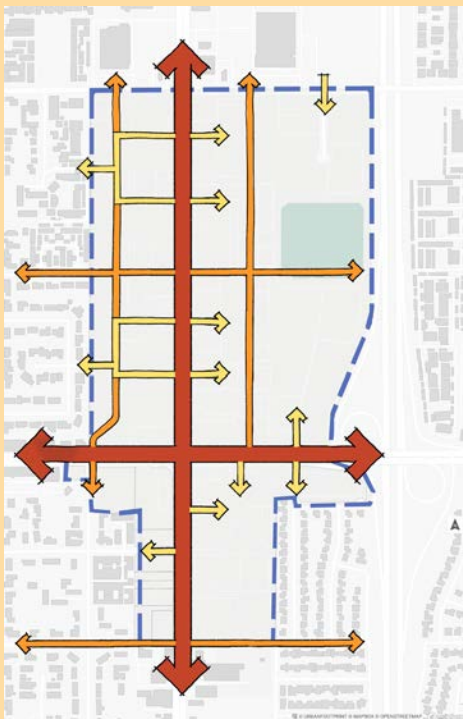
## Principle



# Plan for connectivity

**Compose an idealized grid of new streets and blocks before working on individual parcels.**

- Distinguish between through connections (connecting to a through route at the back of the parcel) and local connections (connecting to a local or low-connectivity route at the back of the parcel)
- For through connections, plan for a direct path of travel connecting to the corridor. Place active ground floor uses along the through connection perpendicular to the corridor to create a pedestrian-oriented Main Street environment.
- For local connections, plan for an indirect path of travel connecting to the corridor. Deflect the path of travel to enclose the route from the back of the parcel to discourage excessive traffic shortcutting through the local streets.
- Provide bicycle and pedestrian connections to surrounding neighborhoods in the short term, and vehicular connections in the long term.



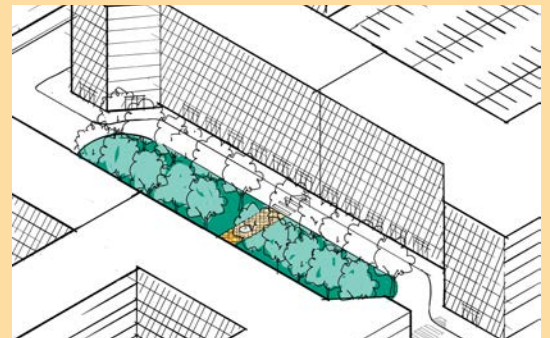
Principle

# 2

## Provide common open space

**Compose an idealized open space network before working on individual parcels.**

- Provide a variety of open space types and sizes.
- Along a corridor like Auburn Boulevard, provide semi-public open space in the form of a forecourts or plazas. Building entrances may be accessed from these open spaces, still addressing the sidewalk but with a more comfortable entry sequence than directly adjacent to the corridor.
- Provide public open space to be shared by residents, neighbors, and visitors – welcoming the entire community.
- Create a comfortable and enclosed space; don't just use leftover space.



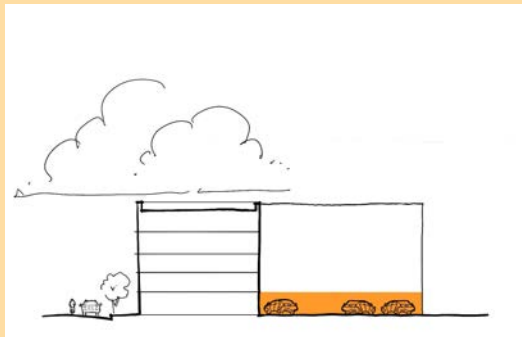
Principle

3

# Shield parking from the street

**Parking should be located at the center of blocks and screened from sidewalks.**

- Place surface lots in the block interiors, lined by buildings.
- If parking is located within a parking structure, include a liner with an active use on the ground floor.
- Design alley-loaded blocks rather than front-loaded driveways in order to minimize the number of curb cuts and enhance comfort and safety for pedestrians and cyclists.
- Parking lots that cannot be located behind buildings should be designed in such a way as to facilitate future pedestrian-oriented development and/or future subdivision into walkable blocks.



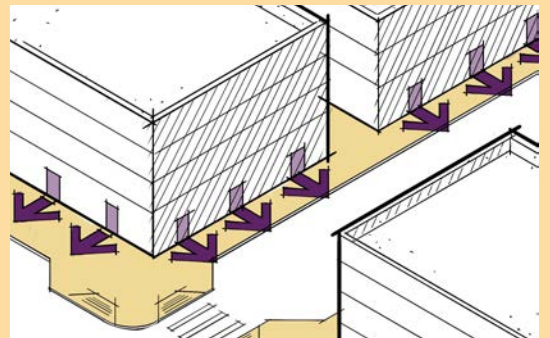
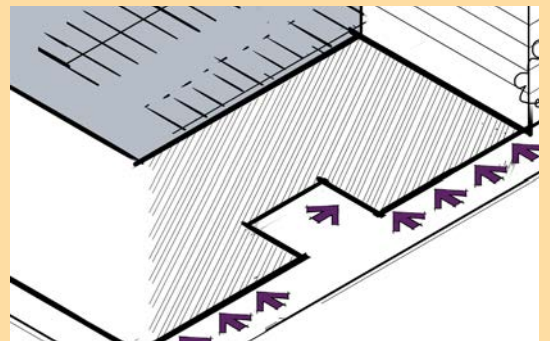


Principle

# 4

## Orient buildings toward pedestrian realm

- Orient buildings away from parking.
- Place buildings so that entrances face the sidewalk.
- Where buildings are adjacent to common open space, such as a park or plaza, orient buildings towards this open space.

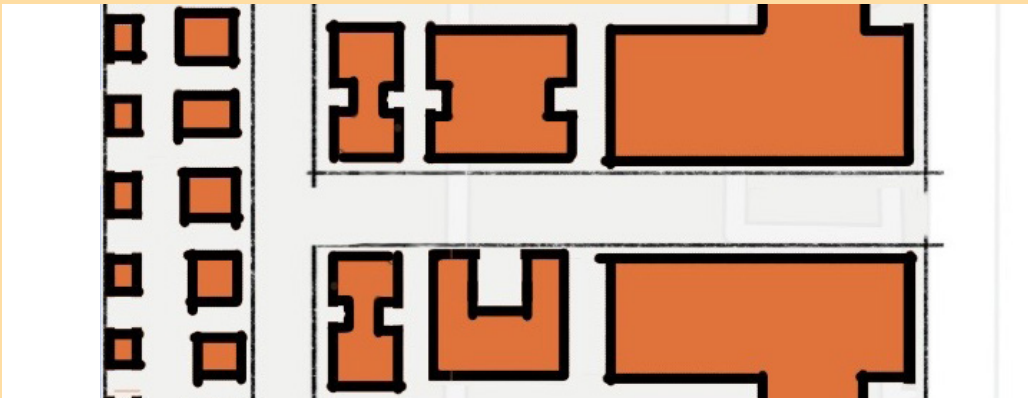
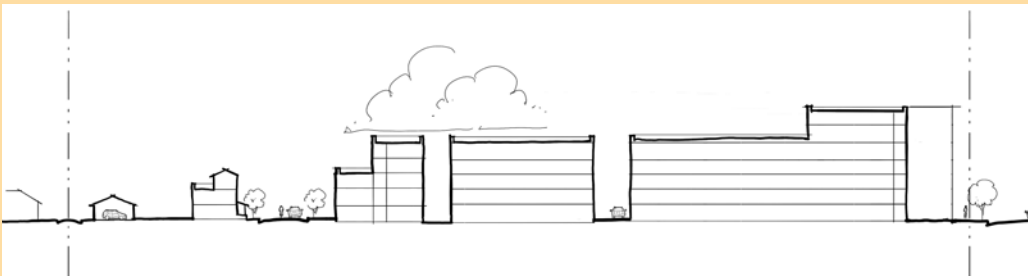


Principle

5

# Transition to context in form and scale

- Place block form buildings along the corridor.
- Step down to form and scale of neighboring properties.
- Transition in form and scale across alleys or rear property lines, not across streets.



Principle

# 6

## Shape an inviting public realm with frontages

**Frontages are the interface between the public realm (street and sidewalk) and the private realm (building).**

- Different frontage types shape different types of walkable environments—from low-intensity neighborhoods and main streets to higher-intensity corridors.
- Think about clustering retail and shopfronts at nodes (e.g. at important intersections or surrounding public open space) if continuous retail frontage is not viable.



Principle

7

# Expand the corridor sidewalk

**Rather than setting the building face at the property line, set it back a few feet and pave that space to make a wider sidewalk.**

- Along Auburn Boulevard, vehicles lanes are adjacent to the sidewalk, often with little or no buffer. Expand the sidewalk so that pedestrians' walking path is further from fast-moving vehicles.
- Widen the sidewalk paving within the building setback to create a pedestrian path set a comfortable distance back from the curb.
- In the long term, consider a road diet for Auburn Boulevard to reduce traffic speeds and introduce additional buffer elements like street trees, street furniture, and parallel parking.





# Step-by-Step: How to Transform a Large Shopping Center

## Principles for Redevelopment

- New Block-scale buildings
- Service/ Parking access via alleys
- Pedestrian/ Bike access
- Bus stops
- Open space
- Corner elements

*Illustration (left) demonstrating how an existing large parcel could be developed to provide improved connections for people walking, riding bikes and taking transit, a mix of uses, building types and housing types, and community open space.*



## Creating A New Walkable Center

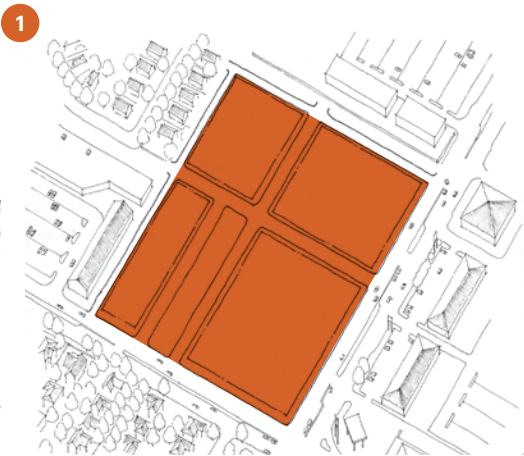
Redevelopment of large-footprint buildings, centers and campuses provides opportunity to introduce a smaller scale of development that can better support walkability and a high-quality public realm. Orienting new and existing buildings towards streets and introducing a network of internal streets with smaller block faces makes sites that are currently oriented to the automobile friendlier to a broader array of transportation options. Incorporating a mix of uses and including publicly-accessible open spaces will help to activate the site before and after

business hours and drive patronage of new and existing businesses. Using a variety of building scales – from house-scale multi-unit residential buildings to block-scale mixed-use buildings – makes it possible to respond to the scale of existing adjacent development to facilitate a transition of scale to neighboring parcels.

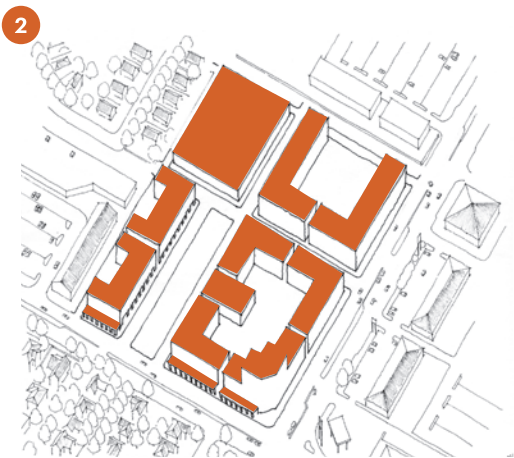
The redevelopment of one property can spur the redevelopment of adjacent underutilized sites, creating the long-term potential for the creation of a vibrant, mixed-use, pedestrian-friendly quarter.



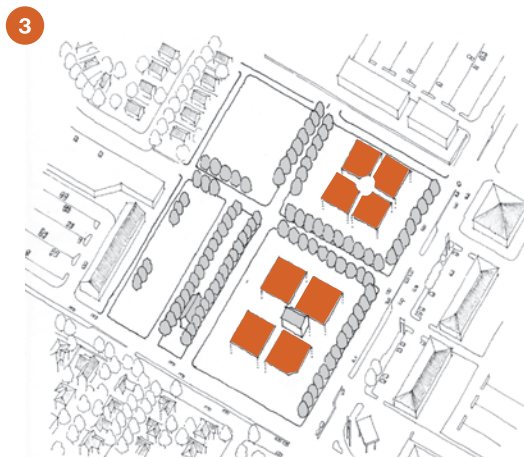
Existing conditions within corridor context.



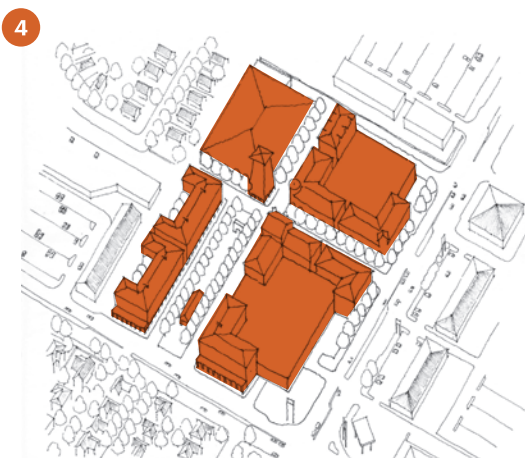
**Step 1.** Subdivide the property into an interconnected network of intimately-scaled streets and blocks.



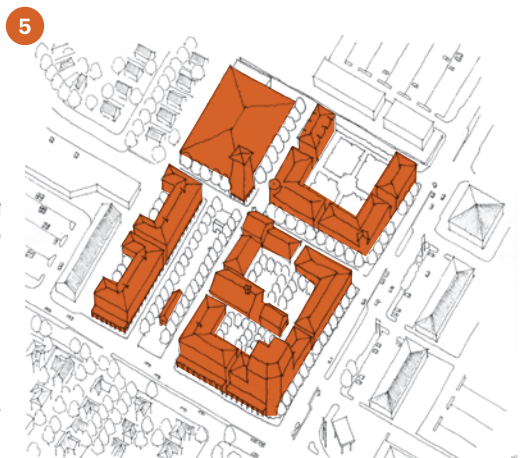
**Step 2.** New buildings should be oriented towards streets, while parking should be located in lots and garages oriented behind buildings.



**Step 3.** A comprehensive network of parks and open space should provide the community with a series of public places.



**Step 4.** Phased development preserves sight lines from existing streets and surface parking in the interior of each block.



**Step 5.** The remainder of the property is redeveloped with the addition of street-facing buildings, as the arterial streets gradually evolve into avenues and boulevards that are pedestrian-friendly.

Illustrations (left) demonstrating how an existing shopping center could be developed to provide improved connections for people walking, riding bikes and taking transit, a mix of uses, building types and housing types, and community open space. This diagram illustrates some possible approaches, but additional pitches that fulfill the intent of the guidelines in this section are possible.

# Implementing Design Principles: Stakeholder Input and Opportunity Site Testing

## Stakeholder Workshop

In March 2022, the City invited a group of Auburn Boulevard property owners to participate in a virtual Stakeholder Workshop to discuss hypothetical future development along Auburn Boulevard and provide input on conceptual design alternatives for "opportunity sites." These opportunity sites were underutilized parcels selected by the City as potential development opportunities to be used to test concepts that would be incorporated into the Objective Design and Development Standards (ODDS) for Auburn Boulevard.

to provide general feedback on building form and scale that they felt was appropriate for Auburn Boulevard based on their long experience as residents of Citrus Heights.

## Iterative Testing for Financial Feasibility

After the stakeholder workshop, the design team proceeded to test a "preferred alternative" for each opportunity site for economic feasibility. Partnering with Lisa Wise Consulting, Opticos Design proceeded to test multiple iterations of each conceptual design until the team understood the building parameters required in order for development to be financially feasible in the near future. The financially feasible outcome on each opportunity site was an important input into the ODDS, helping to craft standards that would produce buildable results.

*Below: Excerpts from the Form and Scale Survey presented to property owners at the Stakeholder Workshop. Feedback was collected by Opticos Design team members who were facilitating the event. Feedback informed refinements to conceptual designs on each opportunity site.*

## Opportunity Site Alternatives


The Opticos Design team presented multiple sketches of different conceptual design ideas for each opportunity site for feedback from the property owners. The property owners also had the opportunity

Examples

Relation to the Street













Left: Screen capture from the virtual presentation of alternative concept sketches on each of three opportunity sites. Note that these sketches are conceptual in nature and meant to test desired form and site capacity; they are not actual design proposals.



Left: Illustrative rendering of the site testing outcome at the Grand Oaks Plaza opportunity site depicting an infill approach that proved to be within a reasonable realm of financial feasibility. This concept includes two three-story courtyard apartment buildings framing a new street, placed on what is currently a parking lot.







# Objective Design + Development Standards

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# Chapter 1: Introduction

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## Sections:

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1.02	Applicability and Scope
1.03	Terminology
1.04	The Natural-to-Urban Transect
1.05	Relationship to Citrus Heights City Ordinances and Policies
1.06	Permits and Procedures

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## 1.01 Purpose

The Objective Design and Development Standards (ODDS) are established to implement the vision of the General Plan and the Auburn Boulevard Specific Plan ("The Boulevard Plan"). As the name suggests, the development standards described in this Chapter are intended to be "objective" and clearly communicate the design intent of the Boulevard Plan's vision. This in turn is expected to streamline the development proposal review and entitlement process. California State law defines objective standards as those that "involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant and public official prior to submittal."

The standards in this Chapter support the development of Auburn Boulevard as an attractive, mixed-use and walkable corridor. The standards will govern the physical form, character and uses of private development as well as public realm elements such as civic spaces.

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## 1.02 Applicability and Scope

1. The standards in this ODDS prevail unless stated otherwise.
2. The standards in this ODDS apply to all proposed development and improvements within the Boulevard Plan boundary with a residential or mixed-use land use as detailed below. In addition, proposed development within the Boulevard Plan area with other land uses may elect to meet the standards in this ODDS rather than the standards in the Boulevard Plan.

### A. General

- (1) From the allowed types in the zone, and in compliance with the listed standards, the following shall be selected for each design site:
  - (a) Only one building type; multiple building types allowed for large sites, see Chapter 7 (Large Site Standards);
  - (a) At least one private frontage type; and
  - (b) At least one use type.

- (2) Building types and private frontage types not listed in the zone's standards are not allowed in that zone.
- (3) Allowed use types are listed in Table 2.06.
- B. **Site Standards.** The standards of Chapter 3 (General Site Standards) apply to the following:
  - (1) **Screening.** The standards of Section 3.02 (Screening) apply to the following:
    - (c) All new development; and
    - (d) Improvements to existing development.
  - (2) **Landscaping and Tree Standards.** The standards of Section 3.03 (Landscaping) apply to the following:
    - (e) All new development; and
    - (f) Improvements to existing development.
  - (3) **Parking and Loading.** The standards of Section 3.04 (Parking and Loading) apply to the following:
    - (g) New development;
    - (h) Changes in land use;
    - (a) Changes in intensity of buildings or structures made after the effective date of this ODDS that cause an increase or decrease of 25 percent or greater in:
      - i. Gross floor area;
      - ii. Seating capacity;
      - iii. Units; and/or
      - iv. Parking spaces.
- C. **Building Type Standards.** The standards of Chapter 4 (Building Type Standards) apply to the following:
  - (1) New buildings (except public safety buildings);
  - (2) Additions over 15 percent (except public safety buildings); and
  - (3) Facade renovations along front or side street facades (except public safety buildings).
- D. **Massing and Facade Articulation Standards.** The standards of Chapter 5 (Massing and Facade Articulation Standards) apply to the following:
  - (1) New buildings (except public safety buildings);
  - (2) Additions over 15 percent (except public safety buildings); and
  - (3) Facade renovations along front or side street facades (except public safety buildings).
- E. **Frontage Type Standards.** The standards of Chapter 6 (Frontage Type Standards) apply to the following:
  - (1) New buildings;
  - (2) Building facade renovation facing a street or civic space (except public safety buildings);



- (3) Private property improvements along front or side street; and
- (4) Modification of pedestrian entrance(s) along front or side street.

F. **Walkable Community Design**

- (1) **New Development.** New development on a design site of at least two acres or at least 700 feet of street frontage is required to be designed in compliance with Chapter 7 (Large Site Standards).
- (2) **Blocks and Streets**
  - (a) Development sites larger than two acres or at least 700 feet of street frontage shall be divided into new blocks in compliance with Subsection 7.02.5 (Block Size).
  - (b) New streets are required to form blocks in compliance with Table 7.02.A (Block Size Standards).
  - (c) When designing a new street or retrofitting an existing street, the standards in Subsection 7.06 (Thoroughfare Standards) apply.
- (3) **Design Sites**
  - (a) New buildings are required to be designed in compliance with the design site width and depth standards of the zone.
  - (b) This ODDS does not require the recordation of design site lines. The design site width and depth standards are for the purpose of consistently achieving pedestrian-oriented and scaled buildings.
  - (c) **Civic Space Type Standards.** Development sites larger than two acres are required to create new civic space(s) in compliance with the standards of Chapter 7 (Large Site Standards) and Section 7.04 (General to Civic Spaces).

G. **Street Type Standards.** The standards of Section 7.06 (Thoroughfare Standards) apply to the following:

- (1) The construction of a new street and/or when an application for a Walkable Neighborhood Plan (WNP) is proposed.
- (2) Existing street(s):
  - (i) Improvement or modification to curb return, pedestrian crossing, landscaping, or sidewalk;
  - (j) Improvement or modification to on-street parking, or lane striping; and/or
  - (k) Improvement or modification to right-of-way.

H. **Nonconforming Situations.** The standards of Citrus Heights Municipal Code Chapter 106.70 (Nonconforming Uses, Structures, and Parcels) apply to all nonconforming situations.

I. **Procedures.** Applications for development are to be processed in compliance with the procedures identified in Section 1.05 (Permits and Procedures). Requests for administrative relief are to be processed in compliance with the procedures in Section 1.05 (Permits and Procedures).

J. **Discrepancies.** In case of discrepancies between the text and diagram, the text will apply.

K. **References.** "City" when included as a reference includes related departments, boards, commissions and other public offices. "Director" refers to a City official who performs the function referred to, and has the authority to do so.

## 1.03 Terminology

1. **Rules of Construction.** The following general rules of construction apply to the text of this ODDS:
  - A. **Shall, may and should.** "Shall" is always mandatory and not permissive. "May" is permissive. "Should" is advisory and identifies guidance provided by Citrus Heights in implementation of these standards.
  - B. **Tenses and Numbers.** Words used in the present tense include the future, words used in the singular include the plural, and the plural includes the singular, unless the context clearly indicates the contrary.
  - C. **Applicable.** The applicable standards of this ODDS apply so as to not require stating the phrase "and all applicable standards" throughout this ODDS.
  - D. **Conjunctions.** Unless the context clearly indicates otherwise, the following conjunctions shall be interpreted as follows:
    - (1) "And" indicates that all connected items or provisions apply;
    - (2) "Or" indicates that the connected items or provisions may apply; and
    - (3) "Either/or" indicates that the connected items or provisions apply singly but not in combination

## 1.04 The Natural-to-Urban Transect

The Natural-to-Urban Transect is the organizing principle used in most Form-Based Codes (FBC), and is used in Chapter 2 (Zones). It establishes a hierarchy of physical environments or 'transects' from the most natural to the most urban. The designation of each transect along this hierarchy is determined first by the physical character, form, intensity of development, and type of place, and secondly by the mix of uses within the area. This hierarchy of physical environments becomes the framework for the entire FBC, replacing use as the organizing principle as in conventional, use-based zoning. Each transect is used to reinforce existing or create new walkable environments.

*The Natural-to-Urban Transect is a means for considering and organizing the human habitat in a continuum of intensity that ranges from the most natural condition to the most urban. It provides a standardized method for differentiating between the intentions for urban form in various areas using gradual transitions rather than harsh distinctions. Each transect is primarily classified by the physical intensity of the built form, the relationship between nature and the built environment, and the complexity of uses within the transect.*

– Form-Based Codes Institute

The model transect for American communities is divided into six individual transects: Natural (T1), Rural (T2), Walkable Neighborhood/Sub-Urban (T3), General Urban (T4), Urban Center (T5), and Urban Core (T6), together with a District (D), designation for areas with specialized purposes (e.g., heavy industrial, transportation, or university districts, among other possibilities). Each transect is given a number. Higher numbers designate progressively more urban environments, and lower numbers designate less urban and natural environments. Auburn Boulevard's zones are customized based on the T4 Transect found along the corridor.

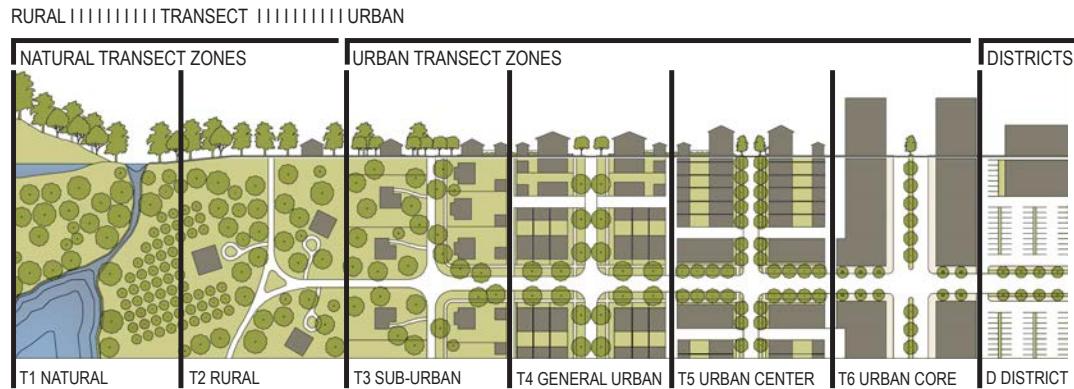


Figure 1.04.1 The Natural-to-Urban Transect. This diagram illustrates a continuum of environments from the most natural to the most urban. Image courtesy of DPZ.

## 1.05 Relationship to Citrus Heights City Ordinances and Policies

1. **Relationship to General Plan.** This ODDS implements Citrus Heights' General Plan vision through a palette of form-based zones described in Chapter 2 (Zones). This ODDS is applied to the Boulevard Plan area.
2. **Relationship to Zoning Code.** If a provision of this Chapter is inconsistent with another provision of Chapter 106 (Zoning) of the Citrus Heights Municipal Code, or with a provision found in other adopted codes or ordinances of the City, the more restrictive provision shall govern, unless the terms of the more restrictive provision specify otherwise.
3. **Relationship to Boulevard Plan.** This ODDS is aligned with the transformative vision of the Boulevard Plan.

## 1.06 Permits and Procedures

1. **Procedures for Applications Filed Under Senate Bill 35**
  - A. **Applicability**
    - (1) This Section applies to housing development projects applying for approval under Government Code §65913.4 and replaces the City of Citrus Heights' procedures for reviewing discretionary applications.
    - (2) This Section shall remain in effect for the same period as Senate Bill 35 provisions contained in Government Code §65913.4. Unless Senate Bill 35 provisions are extended by the State Legislature, this Section shall remain in effect only until January 1, 2026, and as of that date is repealed.
    - (3) The California Environmental Quality Act (CEQA) does not apply to projects eligible under Senate Bill 35.
    - (4) The Department of Housing and Community Development is charged with developing guidelines for implementing Senate Bill 35. These procedures may change if required by changes in those guidelines or in Government Code §65913.4.

- B. **Definitions.** Terms defined in Government Code §65913.4 shall apply to this Section and shall control in the event of a conflict between definitions in this ODDS and definitions in Government Code §65913.4.
- C. **Application Filing**
- (1) **Preliminary Application Filing.** An applicant shall file a notice of intent to submit a Senate Bill 35 application in the form of a preliminary application consistent with Government Code §65941.1.
    - (a) **Form.** A preliminary application shall be filed on a form provided by the City of Citrus Heights with the required fee. If the City has not prepared a form, a preliminary application shall be filed on the standardized form adopted by the California Department of Housing and Community Development.
    - (b) **Timeline.** Within 180 calendar days after submitting a preliminary application, an applicant shall submit a full Senate Bill 35 application, provided scoping consultation has concluded consistent with Subsection (c), below.
    - (c) **Scoping Consultation**
      - i. Upon receipt of the preliminary application, the City shall contact the Native American Heritage Commission for assistance in identifying any California Native American tribe that should be noticed. The City shall provide a formal notice of the applicant's intent to submit a full application to each required California Native American tribe within 30 days of preliminary application submittal. The formal notice shall be consistent with Government Code §65913.4(b).
      - ii. If, within 30 days of receipt of the formal notice, any California Native American tribe that was formally noticed accepts the invitation to engage in scoping consultation, the City shall commence scoping consultation within 30 days of receiving that response.
      - iii. Scoping consultation shall be conducted consistent with Government Code §65913.4(b). If, after scoping consultation is concluded, a development is not eligible for Senate Bill 35 streamlining, the City shall provide written documentation as required by Government Code §65913.4(b) to the applicant and any California Native American tribe that is a party to that scoping consultation.
  - (2) **Full Application.** If the development remains eligible to apply under Senate Bill 35 after scoping consultation consistent with Government Code §65913.4(b) has concluded, an applicant may file a full Senate Bill 35 application on a form provided by the City with the required fee.
- D. **Completeness Review.** The City of Citrus Heights shall review an application for compliance consistent with Subsection 1.E; there shall be no separate or additional timeframe for completeness review. Only the items necessary to determine compliance with the provisions contained in Government Code §65913.4(a) shall be required.
- E. **Compliance Review**
- (1) **Scope of Review.** The Review Authority's scope of review is limited to all of the provisions contained in Government Code §65913.4(a) and the objective standards in effect at the time of preliminary application submittal.
  - (2) **Review Timeframes and Review Authority**

(a) **Consistency Review.** The Director shall determine if the application complies with all of the provisions contained in Government Code §65913.4(a) and applicable objective standards within the following timeframes:

- i. Within 60 calendar days of application submittal for applications that include 150 or fewer housing units.
- ii. Within 90 calendar days of application submittal for applications that include 151 or more housing units.

(b) **Design Review or Public Oversight.** Any design review or public oversight (i.e., Public Body review) to determine if the application complies with all of the provisions contained in Government Code §65913.4(a) and applicable objective standards shall occur within the following timeframes:

- i. Within 90 calendar days of application submittal for applications that include 150 or fewer housing units.
- ii. Within 180 calendar days of application submittal for applications that include 151 or more housing units.

(3) **Compliance Determination**

(a) **Compliant Application.** If the application complies with all of the provisions contained in Government Code §65913.4(a) and all applicable objective standards, the City of Citrus Heights shall complete any design review or public oversight and any subdivision approval within the timeframes listed in Subsection 1.E. Only objective design and subdivision standards may be applied. See Subsection 1.F.

(b) **Non-Compliant Application.** If the application does not comply with all of the provisions contained in Government Code §65913.4(a) and all applicable objective standards, the Review Authority shall make the following determination:

- i. If the application does not comply with all of the provisions contained in Government Code §65913.4(a) and all applicable objective standards, the Review Authority shall provide the applicant with written documentation of which standards the development conflicts with and an explanation of the reasons the development conflicts with each standard.
- ii. Resubmitted Application. If the project was found to be non-compliant, the applicant may resubmit the application for Senate Bill 35 streamlining, and the City shall review it for compliance with all of the provisions contained in Government Code §65913.4(a) and all applicable objective standards subject to the same timelines in Subsection (2) above.
- iii. Project Ineligible. If the project is ineligible for Senate Bill 35 streamlined processing, the applicant may elect to submit an application for the applicable discretionary approval.

F. **Decision on Project**

(1) **Project Approval and Findings.** The Review Authority shall approve the application if the Review Authority finds that the proposed development is compliant with all of the provisions contained in Government Code §65913.4(a) and all applicable objective standards, including objective subdivision standards.

- (2) **Conditions of Approval.** The Review Authority may impose conditions of approval provided those conditions of approval are objective and broadly applicable to development within the City of Citrus Heights.

G. **Post-decision Procedures**

- (1) **Subsequent Permits.** Any necessary subsequent permits shall be issued on a ministerial basis subject to applicable objective standards. If a public improvement is necessary to implement a development subject to this Section, and that public improvement is located on land owned by the City of Citrus Heights, the Review Authority shall process any approvals needed as required by Government Code §65913.4(h)(3).
- (2) **Post-Approval Modifications**
- (a) **Post-Approval Modification Request.** An applicant or the City may request a modification to an approved development if that request is made prior to the issuance of the final building permit.
- (b) **Applicability of Objective Standards to Modifications.** The Review Authority shall only apply objective standards in effect when the original application was submitted, except that objective standards adopted after the date of original submittal may be applied in any of the following instances:
- i. The total number of residential units or total square footage of construction changes by 15 percent or more; or
  - ii. The total number of residential units or total square footage of construction changes by five percent or more, and it is necessary to subject the development to an objective standard beyond those in effect when the application was submitted in order to mitigate or avoid a specific adverse impact upon public health or safety, for which there is no feasible alternative method to satisfactorily mitigate or avoid.
  - iii. Objective building standards contained in Title 24 may be applied to all modifications.
- (c) **Post-Approval Modification Review Timeframe and Decision.** The Review Authority shall determine if the modification is consistent with objective planning standards and issue a decision on the applicant's modification request within 60 days after submittal unless design review is required, in which case a decision shall be made within 90 days.
- (3) **Expiration.** An application approved consistent with this Section shall remain valid for three years; however, an application approval shall not expire if the development includes public investment in housing affordability, beyond tax credits, where 50 percent of the units are affordable to households making at or below 80 percent of the area median income consistent with Government Code §65913.4(f).
- (4) **Extension.** At the discretion of the Review Authority, a one-year extension may be granted consistent with Government Code §65913.4(f)(3).

2. **Procedures for applications filed consistent with the Housing Accountability Act**

A. **Applicability**

- (1) This Section applies to housing development projects as defined by Government Code §65589.5(h)(2).
- (2) This Section shall remain in effect for the same period as provisions contained in the Government Code §65589.5 (Housing Accountability Act). Any provisions that are not extended

by the State Legislature shall be repealed as of the date those provisions in the Housing Accountability Act are deemed null and void.

- B. **Definitions.** Terms defined in Government Code §65589.5 shall apply to this Section and shall control in the event of a conflict between definitions in this ODDS and definitions in Government Code §65589.5.
- C. **Application Filing**
  - (1) **Preliminary Application Filing (Optional).** An applicant may file a preliminary application consistent with Government Code §65941.1.
    - (a) A preliminary application shall be filed on a form provided by the City of Citrus Heights with the required fee. If the City has not prepared a form, a preliminary application shall be filed on the standardized form adopted by the California Department of Housing and Community Development.
    - (b) Within 180 calendar days after submitting a preliminary application, an applicant shall submit a full application for the housing development.
  - (2) **Full Application.** An applicant may file a full application for a housing development without filing a preliminary application. The full application shall be filed on a form provided by the City with the required fee.
- D. **Conflicting Procedures.** This Section provides additional procedures that shall be followed for applicable projects. If conflicts occur between the City's' procedures and the procedures of this Section, this Section shall control.
- E. **Completeness Review**
  - (1) **Preliminary Application.** If a preliminary application is filed, the preliminary application shall be deemed complete when the preliminary application containing all of the information listed in the preliminary application form is submitted. If all listed information is not provided, the City of Citrus Heights shall request the missing information from the applicant.
  - (2) **Full Application**
    - (a) Once a full application is submitted, the City shall inform the applicant in writing within 30 calendar days of submittal or resubmittal that the application is complete or incomplete and the additional information required consistent with Government Code §65943. Only information requested in the City's application forms can be requested. If the City does not provide written notification within this timeframe, the application shall be deemed complete. The City shall review each resubmittal within the 30-day period and cannot request information that was not listed in the first incompleteness letter.
    - (b) If an applicant receives written notification that the application is incomplete, and a preliminary application was submitted for the housing development, the applicant shall submit the information needed to complete the application within 90 calendar days of receiving the written notification of incompleteness. If the applicant does not submit this information within this timeframe, the preliminary application shall expire and have no further force or effect.
    - (c) If a second determination of incompleteness is provided, the applicant shall be able to appeal the decision to the Governing Body. The City shall make a decision on the appeal no later than 60 calendar days after receipt of the applicant's written appeal. The initial appeal may be to the Planning Commission, but in that case the Governing Body shall still make a



decision within 60 days. If the decision on the appeal is not made within this timeframe, the application shall be deemed complete.

**F. Compliance Review**

**(1) Scope of Review**

- (a) **Housing Development with a Preliminary Application Submittal.** A housing development for which a preliminary application was submitted shall only be subject to the ordinances, policies, and standards adopted and in effect when the preliminary application is submitted, except in the following circumstances:
  - i. A fee, charge, or other monetary exaction increase resulting from an automatic annual adjustment based on an independently published cost index that is referenced in the ordinance or resolution establishing the fee or monetary exaction.
  - ii. A preponderance of the evidence in the record establishes that subjecting the housing development to an ordinance, policy, or standard beyond those in effect when the preliminary application was submitted is necessary to mitigate or avoid a specific, adverse impact upon the public health or safety, and there is no feasible alternative method to satisfactorily mitigate or avoid the adverse impact.
  - iii. Subjecting the housing development to an ordinance, policy, standard, or any other measure, beyond those in effect when the preliminary application was submitted is necessary to avoid or substantially lessen an impact consistent with CEQA.
  - iv. The housing development has not commenced construction within 2.5 years following the date of the housing development's final approval (as defined in Government Code §65589.5(o)(1)(D)).
  - v. The number of residential units or square footage of construction proposed changes by 20 percent or more, exclusive of any increase resulting from a density bonus, incentive, concession, waiver, or similar provision.
- (b) **Housing Development without a Preliminary Application Submittal.** A housing development shall be subject to objective standards in effect when the application was deemed complete.

**(2) Review Timeframes**

- (a) Applications for housing development containing 150 or fewer units shall be reviewed for compliance with applicable objective standards within 30 calendar days of being deemed complete.
- (b) Applications for housing development containing more than 150 units shall be reviewed for compliance with applicable objective standards within 60 calendar days of being deemed complete.

- (3) **Review Authority.** The Review Authority shall be the Review Authority consistent with the City of Citrus Heights' procedures for the full application; however, if the Director is not the Review Authority, the Director may serve as the Review Authority, if necessary, to comply with Review Timelines described in Subsection 2.F.

**(4) Compliance Determination**

- (a) The Review Authority shall identify the specific standard(s) that the project does not comply with and provide an explanation of the reason(s) why the housing development is

considered to be inconsistent or non-compliant with identified provisions and shall provide the written determination to the applicant.

- (b) A housing development is considered in compliance with this ODDS, and shall not require a Zoning Map Amendment, if the housing development complies with objective General Plan standards but the zoning for the housing development site is inconsistent with the General Plan.

- (5) **Limited Hearings/Meetings.** If a housing development complies with applicable objective standards, the City shall not conduct more than five public hearings (including continuances), workshops, or similar meetings after the full application is complete in connection with the approval of the housing development consistent with Government Code §65905.5. Meetings required by CEQA are exempt from the limit.

#### G. Findings and Decision

##### (1) Findings

- (a) If the proposed housing development complies with applicable objective General Plan, zoning, and subdivision standards and criteria, including design review standards, the Review Authority may only deny the housing development or conditionally approve the housing development at a lower density if the Review Authority makes written findings supported by a preponderance of the evidence in the record that:
  - i. The housing development would have a specific, adverse impact upon the public health or safety unless the housing development is denied or conditionally approved at a lower density. A "specific, adverse impact" means a "significant, quantifiable, direct, and unavoidable impact, based on identified written public health or safety standards, policies, or conditions as they existed on the date that the project was deemed complete"; and
  - ii. There is no feasible method to satisfactorily mitigate or avoid the adverse impact other than the denial of the housing development or conditional approval of the housing development at a lower density.
- (b) If the housing development includes 20 percent of units affordable to very low or low-income households, 100 percent of units affordable or moderate or middle income households, or an emergency shelter, the Review Authority shall approve the housing development unless the Review Authority makes written findings supported by a preponderance of the evidence in the record, as to at least one of the findings in Government Code §65589.5(d).

- (2) **Decision Timeframes.** The Review Authority shall approve or deny the housing development within the following applicable period:

- (a) 90 days from Environmental Impact Report certification;
- (b) 60 days from Environmental Impact Report certification for an affordable housing development consistent with Government Code §65950(a)(3);
- (c) 60 days from adoption of a Negative Declaration; or
- (d) 60 days from determination of CEQA exemption.

- H. **Post-Decision Procedures.** Post-decision procedures for the required permit (full application) shall be followed provided those procedures do not conflict with applicable Government Code sections for housing developments (i.e., Housing Accountability Act, Government Code §65589.5).

Figure 1.06.1: Process for Developments Eligible for Senate Bill 35 Streamlining with 150 units or Fewer (Government Code §65913.4)

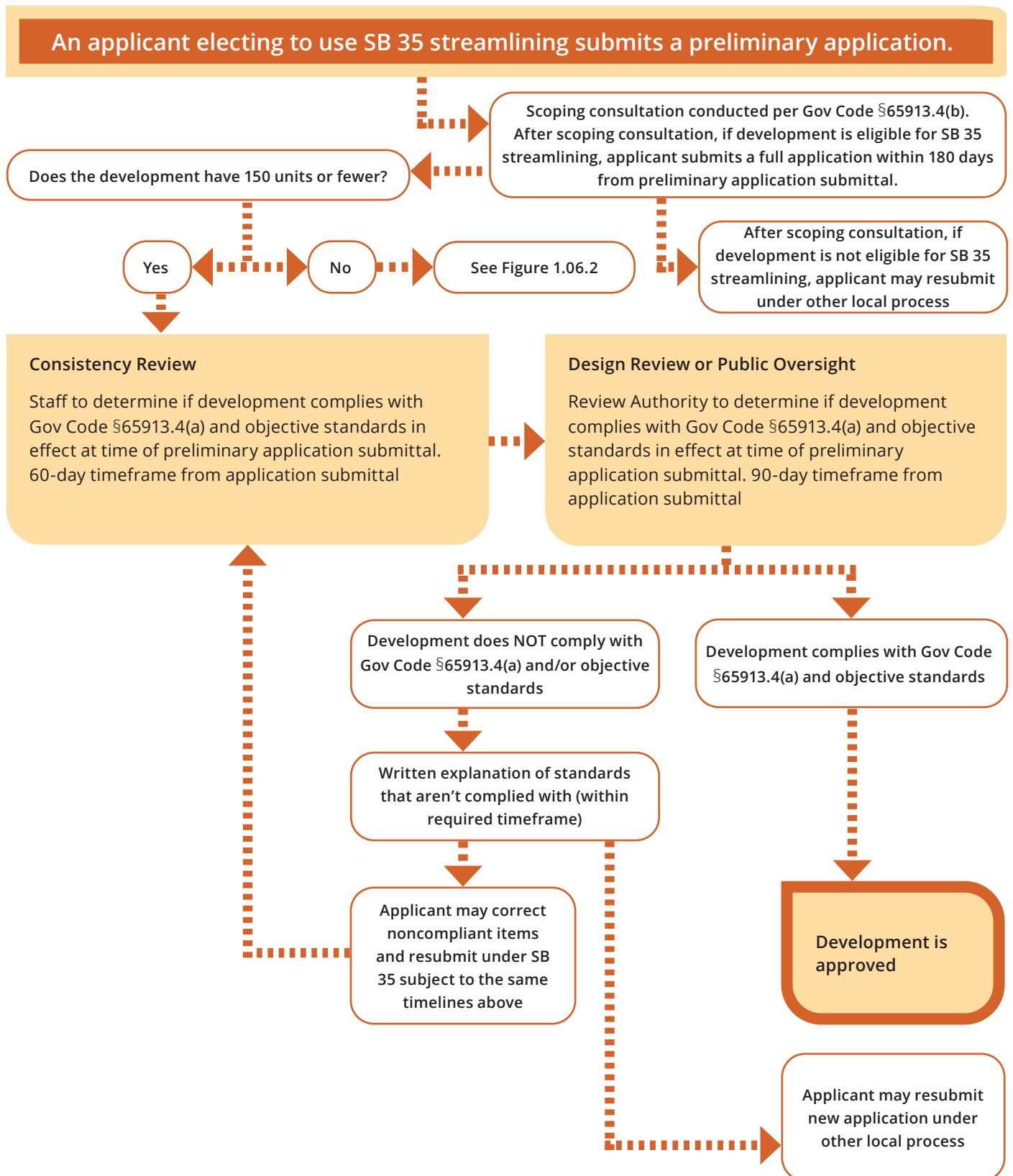


Figure 1.06.2: Process for Developments Eligible for Senate Bill 35 Streamlining with 151 units or More (Government Code §65913.4)

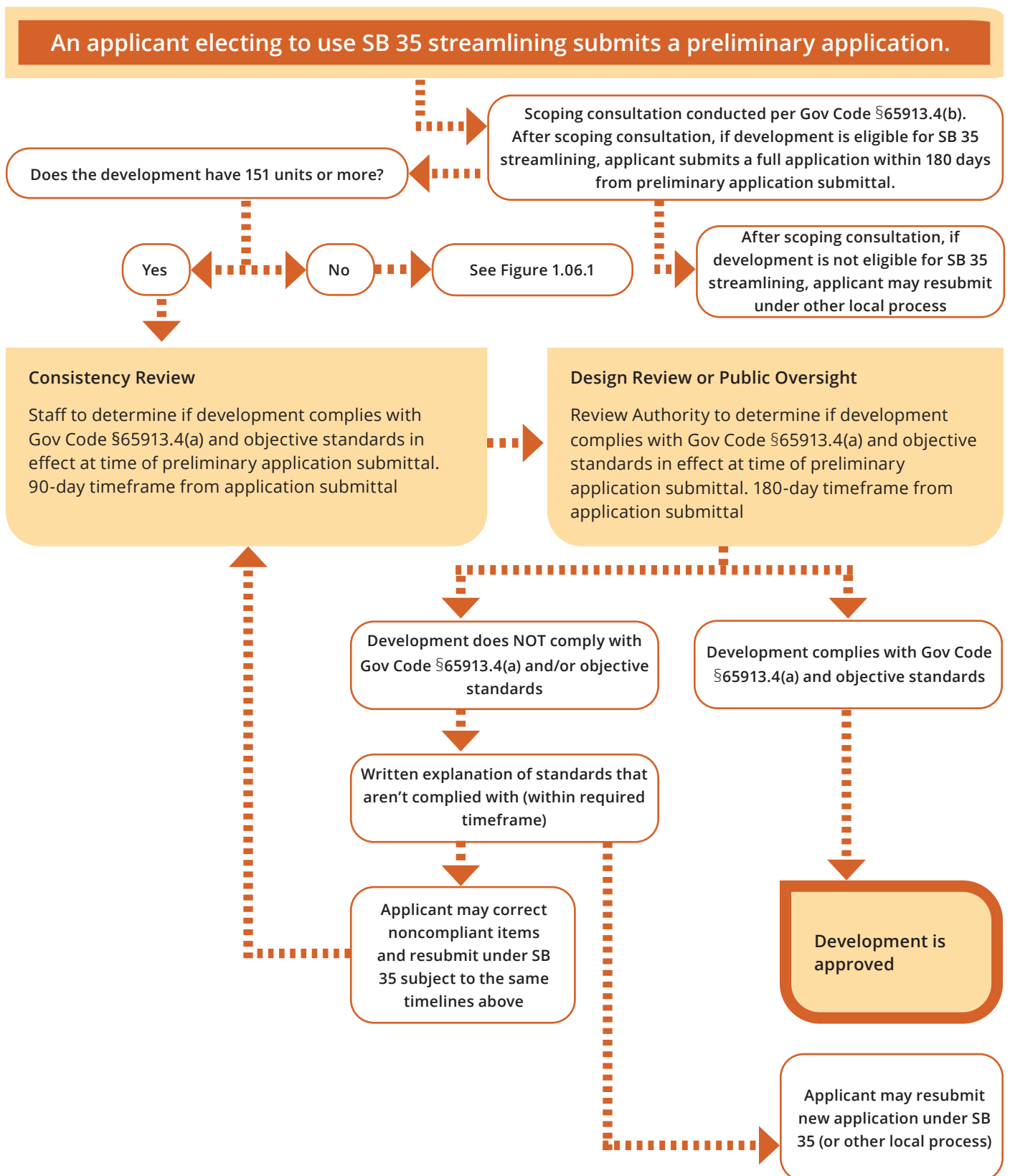
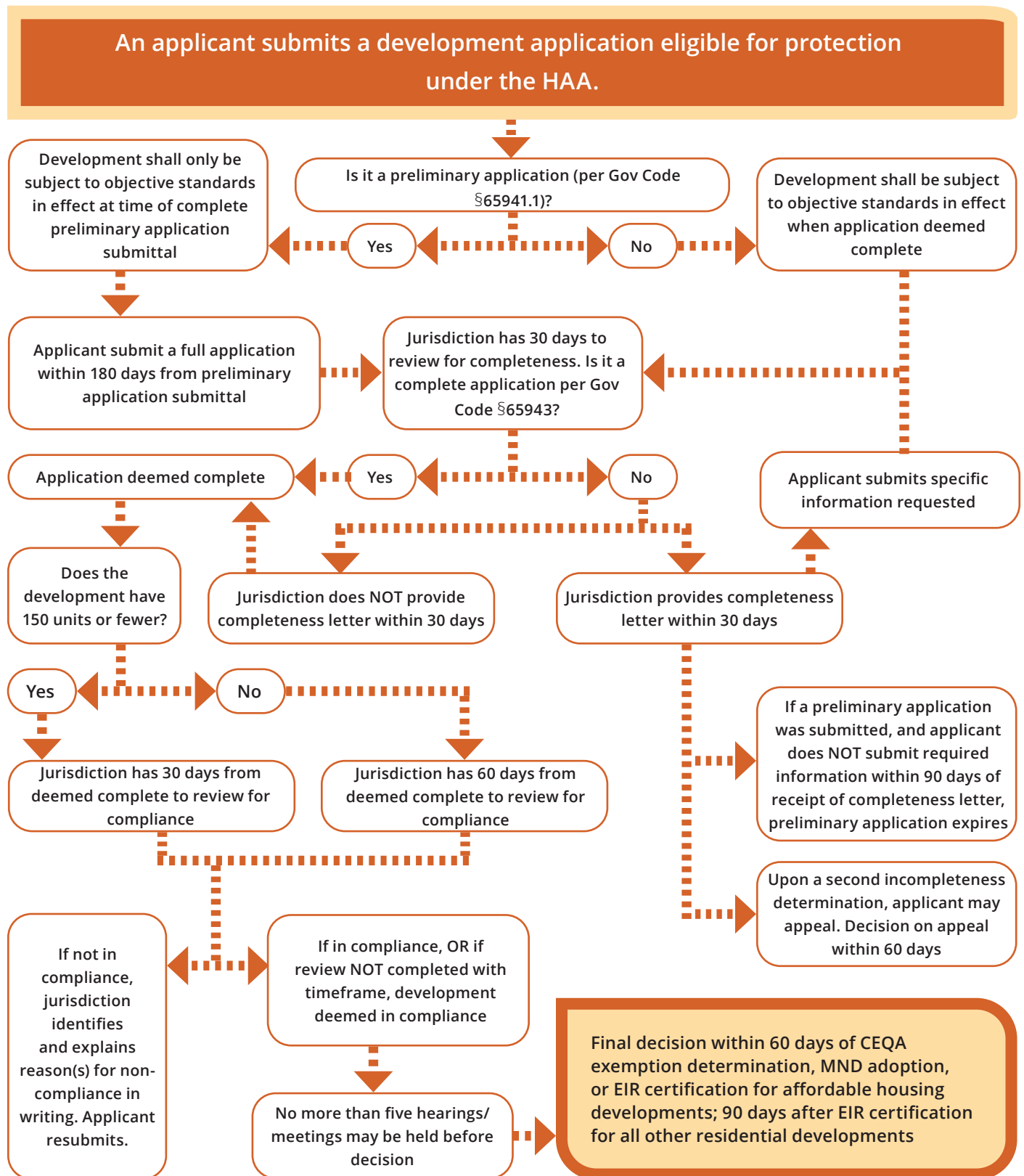


Figure 1.06.3: Process for Developments Eligible for Housing Accountability Act (HAA) Protection (Government Code §65589.5)



# Chapter 2: Zones

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## Sections:

2.01	Purpose and Applicability
2.02	A Regulating Plan for Auburn Boulevard
2.03	Overview of Zones
2.04	T4 Neighborhood (T4N)
2.05	T4 Main Street (T4MS)
2.06	Use Table

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### 2.01 Purpose and Applicability

This Chapter provides zones and standards to implement the Citrus Heights General Plan and the Boulevard Plan, and generate and support the variety of physical character of the intended development.

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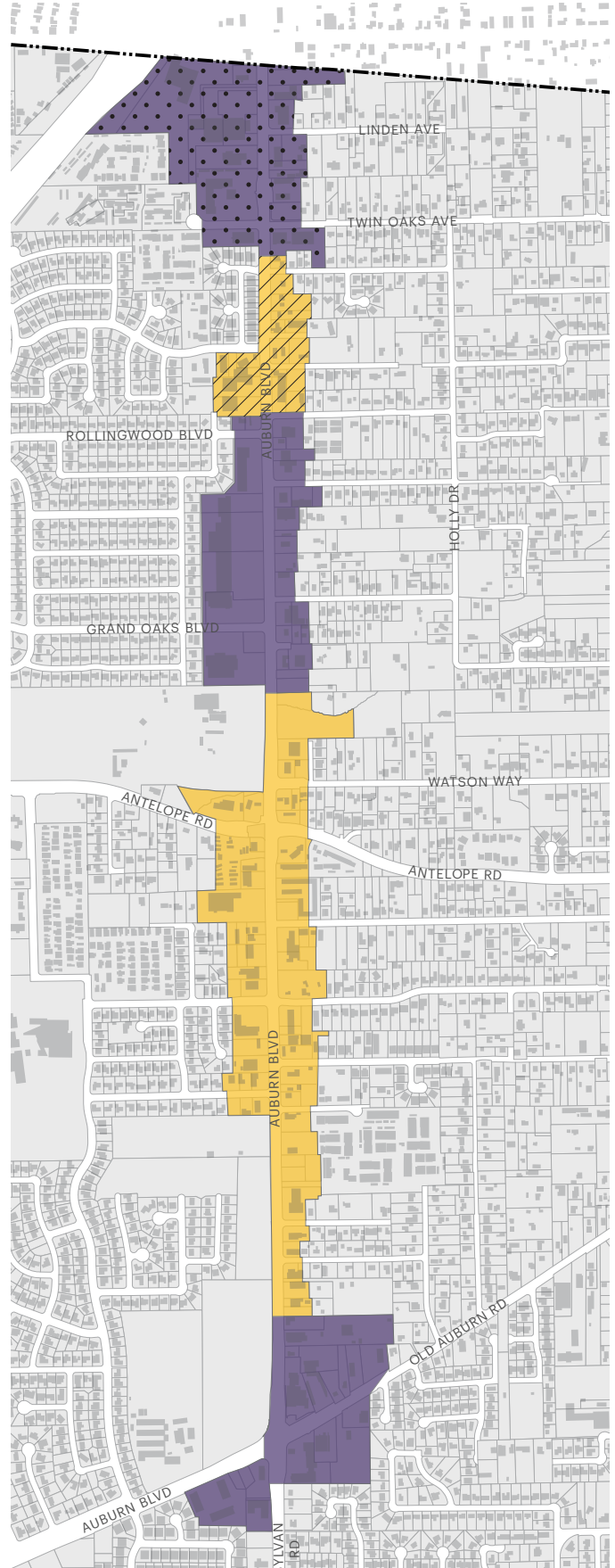
### 2.02 A Regulating Plan for Auburn Boulevard

The Zones established in this Section are mapped on Figure A (Auburn Boulevard Regulating Plan). Figure A identifies the applicable zoning for each design site in the project area as well as specific urban design requirements based on location and intended physical character.

Figure 2.02.A: Auburn Boulevard Regulating Plan

Key

- T4 Neighborhood
- T4 Main Street
- Four story height overlay
- Open sub-zone





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**2.03 Overview of Zones**

Table A (Zones Overview) provides an overview of each zone and its intent. This information is to show how the broader transects have been applied and, as qualitative background information on the intended physical character, allowed range of uses, and direction for the detailed standards in each zone, should future amendments to standards be desired.

Table 2.03.A: Zones Overview

**T4 Neighborhood 2.04****Zone Abbreviation**

T4N

**Sub-Zone(s)**

T4N-Open.

The Open sub-zone allows a greater variety of uses while maintaining building form and character similar to the base zone.

**Intent**

A walkable neighborhood environment with small-to-medium footprint, moderate-intensity housing choices including Duplex Stacked, Triplex/Fourplex, Multiplex, Courtyard Building, Townhouse, and Stacked Flats, supporting and within short walking distance of neighborhood-serving retail and services.

**Desired Form**

Detached and Attached Buildings

Small-to-Medium Design Site Width

Small-to-Medium Building Footprint

Medium Front Setbacks

Small-to-Medium Side Setbacks

Up to 3 Stories

Porch Projecting, Porch Engaged, Dooryard, Stoop, and Terrace frontage types

Open Sub-Zone allows the Shopfront frontage type.

**T4 Main Street 2.05****Zone Abbreviation**

T4MS

**Sub-Zone(s)**

NA

**Intent**

A walkable, vibrant district of medium-to-large footprint, moderate intensity, mixed-use buildings and housing choices including Multiplex, Courtyard Building, Townhouse, Live/Work, Stacked Flats, and Main Street Building, supporting neighborhood-serving and city-serving ground floor retail, food and services.

**Desired Form**

Detached and Attached Buildings

Medium-to-Large Design Site Width

Medium-to-Large Building Footprint

Small-to-Medium Front Setbacks

Small-to-No Side Setbacks

Up to 3 Stories (up to 4 stories where indicated on Regulating Plan)

Stoop, Forecourt, Shopfront, Terrace, and Gallery frontage types

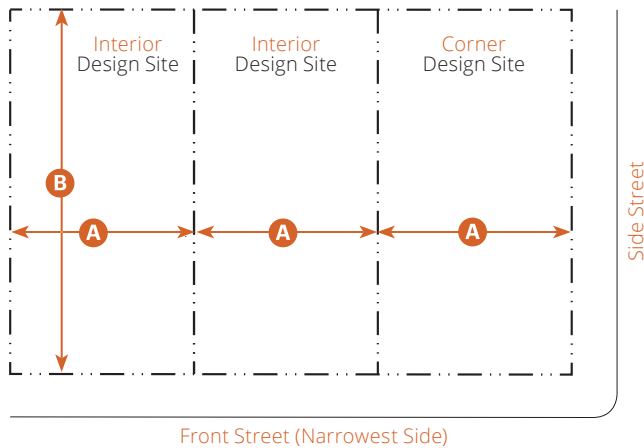
2.04 T4 Neighborhood (T4N)



General note: the illustrations above are intended to provide a brief overview of the zone and are descriptive in nature.

A. Intent	
A walkable neighborhood environment with small-to-medium footprint, moderate-intensity housing choices including Duplex Stacked, Triplex/ Fourplex, Multiplex, Courtyard Building, Townhouse, and Stacked Flats, supporting and within short walking distance of neighborhood-serving retail and services.	Detached and Attached Buildings
	Small-to-Medium Design Site Width
The following are generally appropriate form elements in the zone:	Small-to-Medium Building Footprint
	Medium Front Setbacks
	Small-to-Medium Side Setbacks
	Up to 3 Stories
	Porch Projecting, Porch Engaged, Dooryard, Stoop, and Terrace frontage types. Open Sub-Zone allows the Shopfront frontage type.

B. Sub-Zone(s)
T4N-Open
The Open sub-zone allows a greater variety of uses while maintaining building form and character similar to the base zone.

**Key**

--- ROW/ Design Site Line

**C. Building Types and Design Site Size****Allowed Building Types**

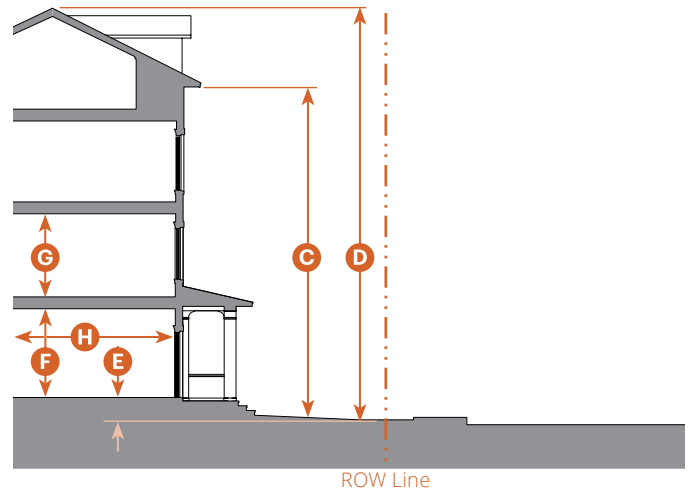
	Design Site <sup>1</sup> Width <b>A</b>	Design Site <sup>1</sup> Depth <b>B</b>	Design Site Standards
Accessory Dwelling Unit	NA	NA	106.42.015 106.42.20 <sup>2</sup>
Duplex Stacked	40' min.	100' min.	4.04
Triplex/Fourplex	50' min.	110' min.	4.05
Multiplex	75' min. 150' max.	110' min.	4.06
Townhouse	18' min.	100' min.	4.07
Live/Work <sup>3</sup>	18' min.	100' min.	4.08
Courtyard Building	70' min.	110' min.	4.09
Stacked Flat	200' min.	75' min.	4.10

Each design site shall have only one primary building type.

<sup>1</sup> Design Sites of at least 2 acres are required to include civic space and new street(s) per Chapter 7 (Large Site Standards).

<sup>2</sup> Standard located in Citrus Heights Municipal Code.

<sup>3</sup> Only allowed in Open Sub-Zone.

**Key**

--- ROW Line

**D. Building Form****Height**

Primary Building <sup>4</sup>		
Stories	3 max.	
To Highest Top Plate/Eave	35' max.	<b>C</b>
Overall	40' max.	<b>D</b>
Ground Floor Finish Level		<b>E</b>
Residential	6" min. <sup>5</sup>	
Non-Residential	6" max.	
Ground Floor Ceiling	9' min.	<b>F</b>
Upper Floor(s) Ceiling	9' min.	<b>G</b>

**Footprint**

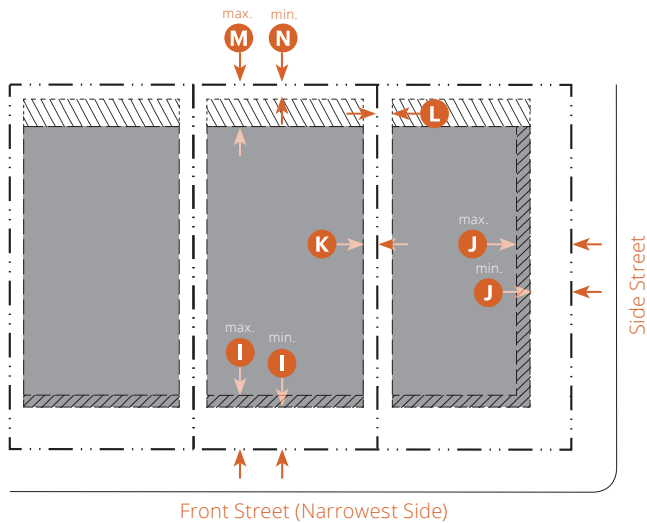
Design Site Coverage is max. allowed for building type in Chapter 4 (Building Type Standards)

Depth, Ground-Floor Space	30' min. <sup>6</sup>	<b>H</b>
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<sup>4</sup> See Chapter 5 (Massing and Facade Articulation Standards) for refinements to massing and height standards.

<sup>5</sup> Common entries may be set at grade in compliance with local and federal accessibility standards.

<sup>6</sup> For habitable/occupiable space only, not including enclosed parking.



<b>Key</b>	
--- ROW/ Design Site Line	Buildable Area
--- Building Setback Line	Acc. Structures Only
	Facade Zone

### E. Building Placement

#### Setback Line (Distance from ROW/Design Site Line)

Front (Facade Zone)	15' min.; 25' max.	<b>I</b>
Side Street (Facade Zone)		<b>J</b>
On Auburn Boulevard	15' min.; 25' max.	<b>K</b>
On Other Streets	5' min.; 15' max.	<b>L</b>
Side	5' min.	<b>K</b>
Rear		<b>M</b>
Primary Building	15' min.	
Adjacent to Existing Residential Parcel	20' min.	

#### Building Facade

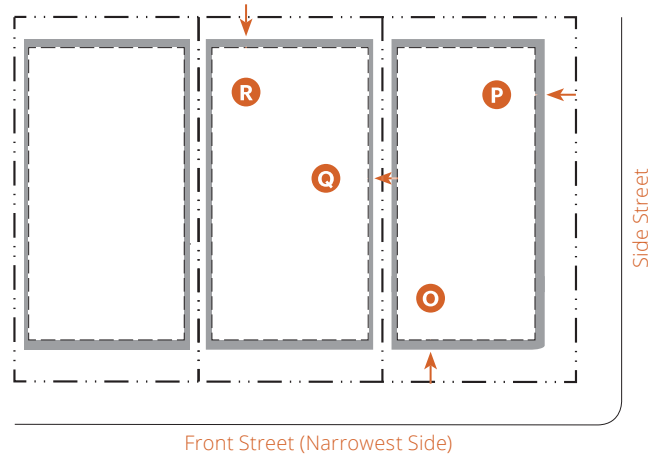
#### Facade Zone Defined By Building Front St.<sup>7,8</sup> Side St.<sup>9</sup>

The total required horizontal length of building facade shall be placed within the facade zone.

<sup>7</sup> Not including side setbacks

<sup>8</sup> The Courtyard Building type is exempt from this standard.

<sup>9</sup> Not including front and rear setbacks



<b>Key</b>	
--- ROW/ Design Site Line	Encroachment Area
--- Setback Line	

### F. Encroachments

#### Encroachments into Minimum Setbacks

Encroachment Type	Front <b>O</b>	Side St. <b>P</b>	Side <b>Q</b>	Rear <b>R</b>
Private Frontage	5' max.	5' max.	0' max.	5' max.
Stairs <sup>10</sup>	3' max.	3' max.	5' max.	5' max.
Other Architectural Features	3' max.	3' max.	5' max.	5' max.

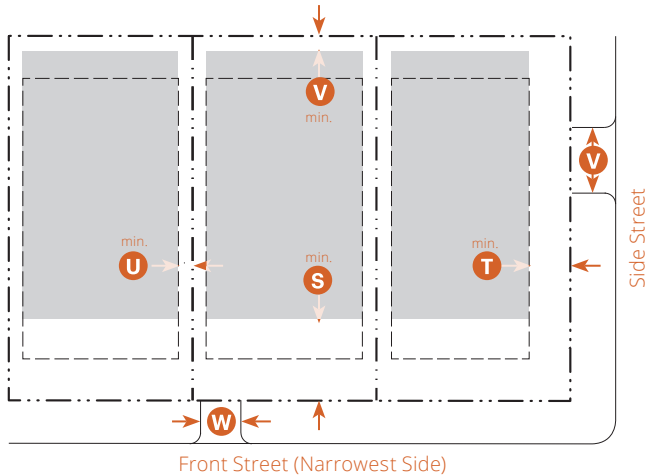
Ramps providing ADA or FHA visitability are allowed within setbacks, but shall not encroach within public rights-of-way. Fences, Hedges and Other Screen Devices are allowed within setbacks as prescribed in Section 3.02 (Screening).

#### Encroachments into Public Right of Ways (ROW)

Encroachments at grade not allowed within a street ROW, alley ROW or across a design site line.

Upper story encroachments on Front and Side Street require 8' min. of vertical clearance.

<sup>10</sup> Stairs that are part of a private frontage may encroach into the setback an additional 3' beyond the allowed encroachment of the private frontage.



### Key

- ROW/ Design Site Line
- Building Setback Line
- Parking Area

### G. Parking

Use Type	Vehicular Spaces <sup>1</sup>	Bicycle Spaces <sup>2</sup>
Residential Uses		
Studio or 1 Bedroom	0.5 min. per unit	1 min. per 2 unit
2 or More Bedrooms	1 min. per unit	1 min. per 2 unit
Senior Housing	0.5 min. per unit	-
Non-Residential Uses		
	1 min. per 400 sf above first 2,000 sf	1 min. per 10,000 sf, with 2 min.

### Vehicular Spaces Setback (from ROW/Design Site Line)

Front	45' min.	<b>S</b>
Side Street	25' min.	<b>T</b>
Side	5' min.	<b>U</b>
Rear	5' min.	<b>V</b>

### Driveway

Curb Cut Width	12' max. with 2' planter on each side	<b>W</b>
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Curb cut width along alley may exceed 12'.

Driveways may be shared between adjacent design sites, but shall not exceed maximum allowed width.

Front access not allowed on corner design sites.

<sup>1</sup> See Subsection 3.04.5 for additional standards

<sup>2</sup> See Subsection 3.04.3 for additional standards

### H. Frontages

Allowed Private Frontage Type	Standards
Porch Projecting	6.04
Porch Engaged	6.05
Dooryard	6.06
Shopfront <sup>3</sup>	6.09
Terrace	6.10

See Subsection C (Building Size and Massing) of selected building type for additional standards or refinements.

<sup>3</sup> Only allowed in Open Sub-Zone.



2.05 T4 Main Street (T4MS)

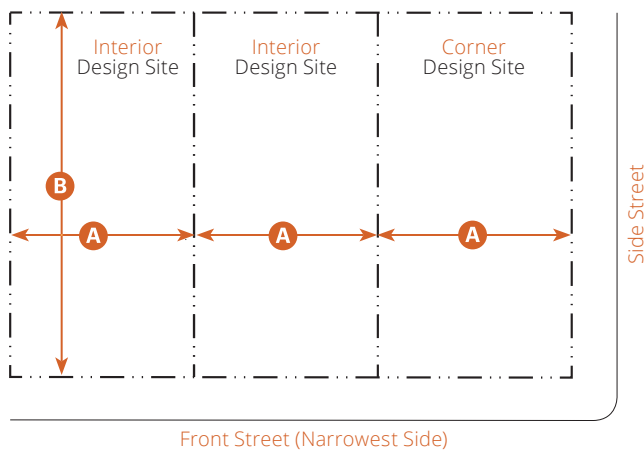


General note: the illustrations above are intended to provide a brief overview of the zone and are descriptive in nature.

A. Intent	
A walkable, vibrant district of medium-to-large footprint, moderate intensity, mixed-use buildings and housing choices including Multiplex, Courtyard Building, Townhouse, Live/ Work, Stacked Flats, and Main Street Building, supporting neighborhood-serving and city-serving ground floor retail, food and services.	
The following are generally appropriate form elements in the zone:	
Detached and Attached Buildings	
Medium-to-Large Design Site Width	
Medium-to-Large Building Footprint	
Small-to-Medium Front Setbacks	
Small-to-None Side Setbacks	
Up to 3 Stories (up to 4 stories where indicated on Regulating Plan)	
Stoop, Forecourt, Shopfront, Terrace, and Gallery frontage types	

B. Sub-Zone(s)
None



**Key**

--- ROW/ Design Site Line

**C. Building Types and Design Site Size****Allowed Building Types**

	Design Site <sup>1</sup> Width <b>A</b>	Design Site <sup>1</sup> Depth <b>B</b>	Design Site Standards
Accessory Dwelling Unit	NA	NA	106.42.015 106.42.20 <sup>2</sup>
Multiplex	60' min.	110' min.	4.06
Townhouse	18' min. <sup>3</sup>	100' min.	4.07
Live/Work Building	25' min. <sup>3</sup> 150' max.	100' min.	4.08
Courtyard Building	100' min.	110' min.	4.09
Stacked Flat	200' min.	75' min.	4.10
Main Street Building	25' min.	100' min.	4.11

Each design site shall have only one primary building type.

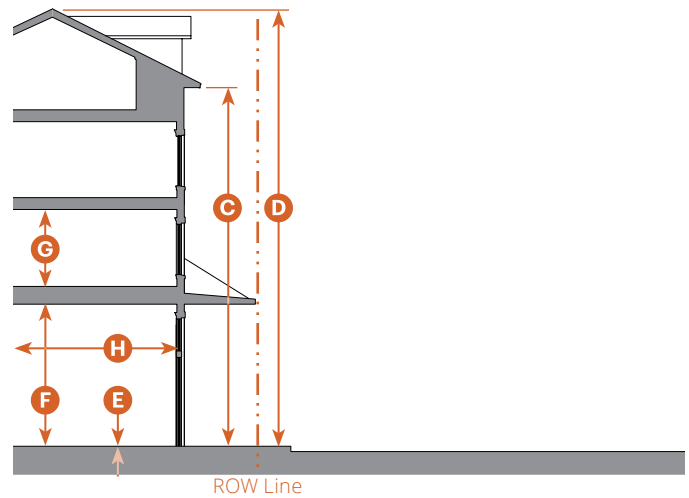
<sup>1</sup> Design Sites of at least 2 acres are required to include civic space and new street(s) per Chapter 7 (Large Site Standards).

<sup>2</sup> Standard located in Citrus Heights Municipal Code.

<sup>3</sup> Represents one townhouse or Live/Work unit.

**D. Building Form****Height****Primary Building<sup>4</sup>**

Stories	3 max. <sup>5</sup>	
To Highest Top Plate/Eave	40' max. <sup>5</sup>	<b>C</b>
Overall	45' max. <sup>5</sup>	<b>D</b>

**Key**

--- ROW Line

**D. Building Form (Continued)**

Ground Floor Finish Level		<b>E</b>
Residential	6" min. <sup>6,7</sup>	
Non-Residential	6" max.	
Ground Floor Ceiling	14' min.	<b>F</b>
Upper Floor(s) Ceiling	9' min.	<b>G</b>

**Footprint**

Design Site Coverage is max. allowed for building type in Chapter 4 (Building Type Standards)

Depth, Ground-Floor Space	30' min. <sup>8</sup>	<b>H</b>
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50' max. distance between entries to ground floor uses.

Loading docks not allowed on front street facades.

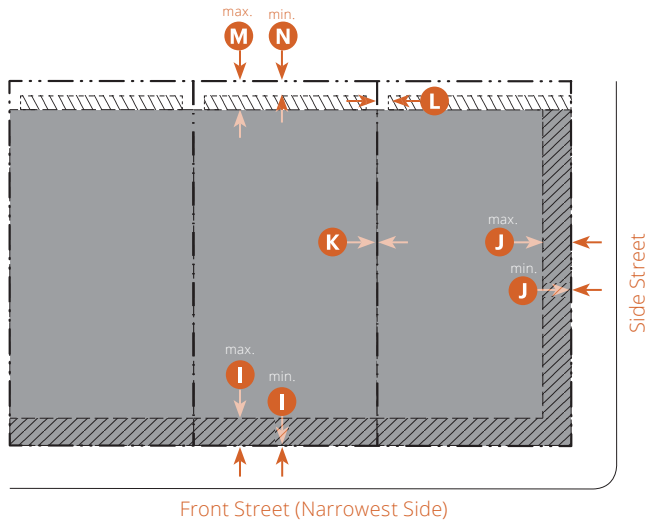
<sup>4</sup> See Chapter 5 (Massing and Facade Articulation Standards) for refinements to massing and height standards.

<sup>5</sup> Where indicated on Regulating Plan, allowed to be 4 stories maximum, 50' maximum to highest top plate/eave, and 55' maximum overall.

<sup>6</sup> Common entries may be set at grade in compliance with local and federal accessibility standards.

<sup>7</sup> Allowed on side street of design site if at least 60' from front of design site.

<sup>8</sup> For habitable/occupiable space only, not including enclosed parking.



<b>Key</b>	
--- ROW/ Design Site Line	Buildable Area
--- Building Setback Line	Acc. Structures Only
	Facade Zone

### E. Building Placement

#### Setback Line (Distance from ROW/Design Site Line)

Front (Facade Zone)		<b>I</b>
On Auburn Boulevard	10' min.; 20' max.	
On Other Streets	5' min.; 10' max.	
Side Street (Facade Zone)		<b>J</b>
On Auburn Boulevard	10' min.; 20' max.	
On Other Streets	5' min.; 10' max.	
Side	0' min.	<b>K</b>
Rear		<b>M</b>
Primary Building	15' min.	
Adjacent to Existing Residential Parcel	20' min.	

#### Building Facade

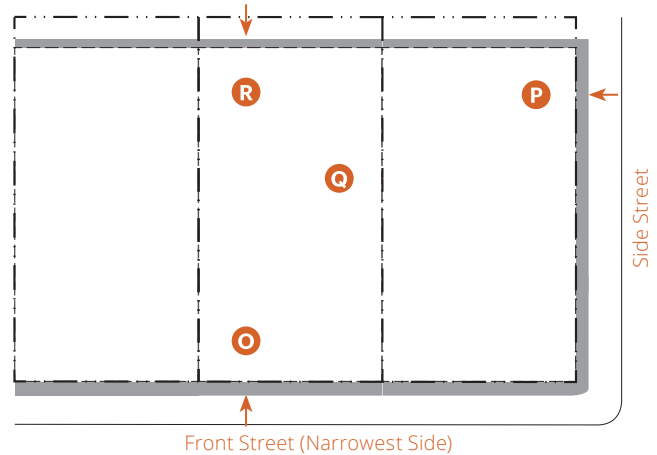
#### Facade Zone Defined By Building Front St.<sup>9,10</sup> Side St.<sup>11</sup>

The total required horizontal length of building facade shall be placed within the facade zone.

<sup>9</sup> Not including side setbacks

<sup>10</sup> The Courtyard Building type is exempt from this standard.

<sup>11</sup> Not including front and rear setbacks



<b>Key</b>	
--- ROW/ Design Site Line	Encroachment Area
--- Setback Line	

### F. Encroachments

#### Encroachments into Minimum Setbacks

Encroachment Type	Front <b>O</b>	Side St. <b>P</b>	Side <b>Q</b>	Rear <b>R</b>
Private Frontage	5' max.	5' max.	0' max.	5' max.
Stairs <sup>12</sup>	3' max.	3' max.	5' max.	5' max.
Other Architectural Features	3' max.	3' max.	5' max.	5' max.

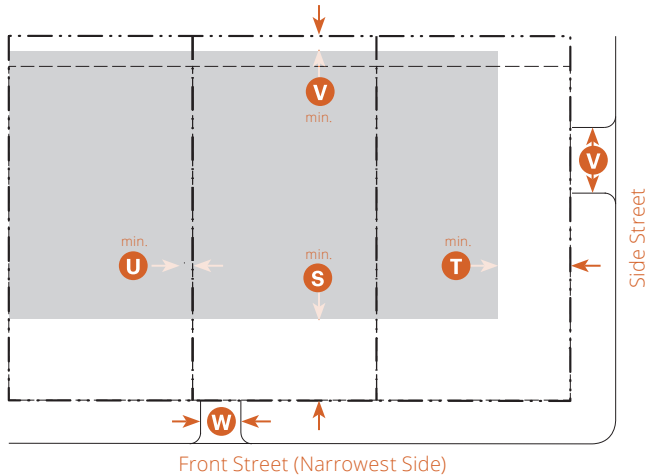
Ramps providing ADA or FHA visitability are allowed within setbacks, but shall not encroach within public rights-of-way. Fences, Hedges and Other Screen Devices are allowed within setbacks as prescribed in Section 3.02 (Screening).

#### Encroachments into Public Right of Ways (ROW)

Encroachments at grade not allowed within a street ROW, alley ROW or across a design site line.

Upper story encroachments on Front and Side Street require 8' min. of vertical clearance.

<sup>12</sup> Stairs that are part of a private frontage may encroach into the setback an additional 3' beyond the allowed encroachment of the private frontage.



### Key

- ROW/ Design Site Line
- Building Setback Line
- Parking Area

### G. Parking

Use Type	Vehicular Spaces <sup>1</sup>	Bicycle Spaces <sup>2</sup>
Residential Uses		
Studio or 1 Bedroom	0.5 min. per unit	1 min. per 2 unit
2 or More Bedrooms	1 min. per unit	1 min. per 2 unit
Senior Housing	0.5 min. per unit	-
Non-Residential Uses	2 max. per 1,000 sf above first 5,000 sf	1 min. per 10,000 sf, with 2 min.

### Vehicular Spaces Setback (from ROW/Design Site Line)

Front	40' min.	<b>S</b>
Side Street	40' min.	<b>T</b>
Side	0' min.	<b>U</b>
Rear	5' min.	<b>V</b>

### Driveway

Curb Cut Width	12' max. with 2' planter on each side	<b>W</b>
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Curb cut width along alley may exceed 12'.

Driveways may be shared between adjacent design sites, but shall not exceed maximum allowed width.

Front access not allowed on corner design sites.

<sup>1</sup> See Subsection 3.04.5 for additional standards

<sup>2</sup> See Subsection 3.04.3 for additional standards

### H. Frontages

Allowed Private Frontage Type	Standards
Stoop	6.07
Forecourt	6.08
Shopfront	6.09
Terrace	6.10
Gallery	6.11

See Subsection C (Building Size and Massing) of selected building type for additional standards or refinements.

2.06 Use Table

Uses not listed are not allowed unless the Director determines that the proposed use is similar to a listed use.

Table 2.06.A: Uses			
	Zones		
	T4N	T4N-O	T4MS
<b>Residential Uses</b>			
Live/Work Unit	-	P	P
Work/Live Unit	-	P	P
Multi-Family Housing in a Mixed-Use Structure	P	P	P
Multi-Unit Dwelling	P	P	P
Duplex	P	P	-
Small Lot Housing Product	P	P	-
Senior Housing	P	P	P
<b>Non-residential uses</b>			
Non-residential uses follow standards in the Boulevard Plan.			

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# Chapter 3: General Site Standards

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## Sections:

3.01	Purpose
3.02	Screening
3.03	Landscaping
3.04	Parking and Loading

---

### 3.01 Purpose

This Chapter provides standards to ensure that new development accomplishes the following:

1. Makes a positive contribution to the development pattern of the area;
2. New or altered structures are compatible with the design and use of existing structures on neighboring properties;
3. Respects the existing conditions of neighboring properties; and
4. Does not adversely affect neighboring properties, with "adversely affect" meaning to impact in a substantial, negative manner the habitability or enjoyability of these properties.

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### 3.02 Screening

1. **Intent.** This Section prescribes standards for screening, fences, and walls for the protection of property, the enhancement of privacy, the attenuation of noise, and the improvement of the visual environment.
2. **Design Standards for Screening.** Screening shall comply with the following:
  - A. **Screening Height Maximums.** Screening shall not exceed the maximums identified in Table A (Maximum Screening Height).
  - B. **Screening Height Measurement.** Screening height shall be measured as the vertical distance between the finished grade at the base of the screen and the top edge of the screen material.

Table 3.02.A: Maximum Screening Height					
Zone	Item	Maximum Height Allowed			
		Front	Side St.	Side	Rear
T4N	Fences	3' max.	3' max.	8' max.	8' max.
	Free Standing Walls	3' max.	3' max.	8' max.	8' max.
	Landscaping <sup>1</sup>	4' max.	4' max.	No max.	No max.
T4MS	Fences	3' max.	3' max.	10' max.	10' max.
	Free Standing Walls	3' max.	3' max.	10' max.	10' max.
	Landscaping <sup>1</sup>	3' max.	3' max.	No max.	No max.

<sup>1</sup> Excludes trees

### 3. Courtyard Screening

- A. Fences, walls and other screening installed to create a courtyard without a roof shall not exceed five feet in height and shall be set back a minimum of 10 feet from the front property line or back of sidewalk, whichever is the least.
- B. Landscaping in compliance with Section 3.03 (Landscaping).

### 4. Screening on Retaining Walls.

The total height of screens and the retaining walls that they are mounted on or attached to shall not exceed six feet.

### 5. Mechanical Equipment Screening

- A. The following mechanical equipment is exempt from screening:
  - (1) Free-standing or roof-mounted solar equipment; and
  - (2) Vents less than two feet in height.
- B. For new installation or relocation of existing mechanical equipment, the equipment shall be screened.
  - (1) **Roof-Mounted Equipment.** Building parapets or other architectural elements in the building's architectural style shall screen roof-mounted equipment.
    - (a) New buildings shall be designed to provide a parapet or other architectural element that is as tall or taller than the highest point on any new mechanical equipment to be located on the roof of the building; and
    - (a) For existing buildings with no parapet less than two feet in height, mechanical equipment shall be surrounded on all sides by an opaque screen wall as tall as the highest point of the equipment. The wall shall be architecturally consistent with the building and match the existing building with paint, finish, and trim cap detail.
  - (2) **Wall- and Ground-Mounted Equipment:**
    - (b) Equipment not allowed between front or side street facades and the street; and
    - (a) All screen devices shall be as high as the highest point of the equipment being screened. Equipment and screening shall be in compliance with the setbacks of the zone; screening



shall be architecturally compatible and include matching paint, finish and trim cap of the building.

6. **Temporary Fencing.** Temporary fencing may be used to provide security for approved special events, construction sites, or vacant structures and land, which cannot otherwise be secured. All temporary fencing shall meet standards in Citrus Heights Municipal Code Section 106.30.050 (Fences and Walls).
7. **Barbed Wire and Razor Wire.** Barbed wire and razor wire screening are not allowed.
8. **Safety.** Fences, walls, and other screening and landscaping, whether provided in compliance with the provisions of this Subsection or provided in addition to those provisions, are subject to review by the Traffic Engineer in the following areas to ensure that visibility is maintained:
  - A. Within 10 feet of the point of intersection of:
    - (1) A vehicular access way or driveway and a street; and/or
    - (2) A vehicular access way or driveway and a sidewalk.
  - B. Within 20 feet of the point of intersection of two or more vehicular access ways, including driveways, alleys, or streets.
  - C. As used in this Subsection, "point of intersection" is measured from the face of curb or if none, from the edge of pavement.

### 3.03

#### Landscaping

1. **Intent.** This Section prescribes landscaping standards for protection and enhancement of the environmental and visual quality of the community, enhancement of privacy, and the control of dust.
2. **Required Landscaping.** The landscaping required by this Section shall be installed as part of the development or improvement requiring the landscaping. Standards for landscaping in parking and loading areas shall be in combination with Section 3.04 (Parking and Loading).
3. **Design Standards**
  - A. Allowed landscaping materials are as follows:
    - (1) Shrubs, of at least one-gallon size;
    - (2) Ground cover; and
    - (3) Decorative nonliving landscaping materials including, but not limited to sand, stone, gravel, wood or water may be used to satisfy a maximum of 25 percent of required landscaping area.
    - (4) Street trees, of at least 15-gallon size and double-staked, planted between the curb and the back of the sidewalk;
  - B. **Species Selection.** Native and drought tolerant species are required to increase native plants and pollinator species.
  - C. **Existing Vegetation.** Mature on-site trees shall be incorporated into the landscaping.
  - D. **Maintenance.** Required landscaping shall be maintained in a clean and healthy condition. This includes pruning, weeding, removal of litter, fertilizing, replacement of plants when necessary, and the appropriate watering of all landscaping.

### 3.04 Parking and Loading

1. **Intent.** This Section prescribes standards for motor vehicle and bicycle parking areas, loading and access drives, and standards for reducing motor vehicle trips per capita to and from development. These standards are intended to ensure that new development accomplishes the following:
  - A. Consistency with the intended physical character of walkable environments;
  - B. Provision of bicycle parking to increase bicycle trips and reduce motor vehicle trips per capita, and;
  - C. Appropriately limits, screens and landscapes motor vehicle parking areas, to protect and enhance the environmental and visual quality of the community, enhance privacy, attenuate noise, and control dust.
2. **On-site parking.** On-site parking is allowed in all zones subject to the standards in this Section.
3. **Bicycle Parking Standards**
  - A. **Number of Bicycle Parking Spaces and Standards.** Bicycle parking shall be provided in compliance with the standards of the zone.
4. **General Vehicular Parking Standards**
  - A. **Sharing of On-Site Parking.** Sharing of parking between different uses and developments is allowed.
  - B. **Sharing of Non-Residential Parking Required.** If on-site parking spaces for non-residential uses are provided, such spaces shall be made available for use by the general public during at least one of the following time periods:
    - (1) Monday through Friday, 8 AM to 5 PM; or
    - (2) Monday through Friday, 5 PM to 11 PM and all day on Saturdays and Sunday.
  - C. **Larger Vehicle Parking**
    - (1) Trucks, tractors or tractor-trailers having a capacity of more than a one-and-one-half-ton load, front- and rear-end loaders, or any kind of commercial, industrial, agricultural or transportation vehicles/equipment used primarily for business purposes, shall not be parked or stored in any zone for purposes other than unloading, loading or delivery services.
    - (2) Automobiles, small trucks, vans, vehicle trailers allowed in conjunction with an approved home occupation (one per home occupation), and recreational vehicles, utilized for personal or business use, are excluded from the provisions of this Subsection.
  - D. **Storage of Unregistered or Inoperable Motor Vehicles.** Automotive vehicles, trailers, or vehicles of any kind or type, requiring licenses, but without current license plates or inoperable, shall only be parked within completely enclosed buildings.
  - E. **Cargo or Freight Container.** Portable cargo or freight storage containers in any zone for purposes of loading or unloading, may be parked or stored on-premise for a period not to exceed 10 days in any one calendar year.
5. **Number of Motor Vehicle Parking Spaces Required**
  - A. **Required Spaces.** The minimum number of parking spaces required is listed in Subsection G (Parking) of the zone. For any use not listed in that Subsection, parking shall not exceed a ratio

equivalent to the average peak parking occupancy rate for the most comparable use in the Institute of Transportation Engineers Parking Generation Manual.

- B. **Required Number of Parking Spaces.** When calculating the required number of parking spaces, numbers shall be rounded down to the closest whole number.
  - C. **Exception in the Event of Changes of Use or Alterations to Existing Buildings or Structures.** If an existing building or structure is altered or existing land uses are changed, the existing number of parking spaces on a property may be retained, even if the resulting building, structure or land use would ordinarily be subject to a lower maximum parking allowance.
6. **Electric Vehicle Charging.** Electric vehicle charging facilities shall be provided in compliance with the Citrus Heights Municipal Code Chapter 18, Article XVIII (Electrical Vehicle Charging Station Permits).
7. **Traffic-Reducing Parking Standards**

A. **Carshare Parking Spaces**

- (1) Carshare parking spaces shall be provided in the amounts specified in Table A (Required Carshare Parking Spaces).

**Table 3.04.A: Required Carshare Parking Spaces**

<b>Residential Uses</b>	<b>Carshare Parking Spaces Required</b>
0-49 units	None
50-100 units	1
101 or more units	2 + 1 per additional 200 units
<b>Office/Research &amp; Development Uses</b>	<b>Carshare Parking Spaces Required</b>
≤ 10,000 sf	None
> 10,000 sf	1/10,000 sf

- (2) The required carshare space(s) shall be made available, at no cost, to a carshare service for purposes of providing carshare services to its members. At the election of the property owner, the carshare spaces may be provided:
    - (a) On the design site; or
    - (b) On another off-street site within 1,000 feet of the design site.
  - (3) Required carshare space or spaces shall be designed in a manner that will make the spaces accessible to non-resident subscribers from outside the building as well as building residents.
  - (4) Prior to approval of the Building or Site Permit for a building subject to the carshare standard, a Notice of Special Restriction on the property shall be recorded indicating the nature of standards of this Subsection and identifying the minimum number and location of the required carshare parking spaces. The form of the notice and the location or locations of the carshare parking spaces shall be approved by Citrus Heights.
  - (5) If it is demonstrated to the satisfaction of Citrus Heights that no carshare service can make use of the dedicated carshare parking spaces, the spaces may be occupied by non-carshare vehicles; provided, however, that upon 90 days of advance written notice to the property owner from a carshare service, the property owner shall terminate any non-carsharing leases for such spaces and shall make the spaces available to the carshare service for its use of such spaces.
- B. **Carpool Spaces.** If parking is provided at a development, parking spaces reserved for use by carpool/vanpool vehicles shall be designated in preferred locations (include, but are not limited to

closest to building entries). The locations of these spaces shall be approved by Citrus Heights. The minimum number of carpool spaces required is listed in Table B (Required Carpool Parking Spaces).

**Table 3.04.B: Required Carpool Parking Spaces**

Use	Carpool Parking Spaces Required
Office/Research & Development	
≤ 40 parking spaces	None
> 40 parking spaces	10% of the total number of spaces
All other uses	None

**C. Parking Costs Unbundled from the Cost of Other Goods and Services**

- (1) **Residential Uses.** All off-street parking spaces accessory to residential uses in structures of four dwellings or more shall be leased or sold separately from the rental or purchase fees for dwellings for the life of the dwellings, such that potential renters or buyers have the option of renting or buying a residential unit at a price lower than would be the case if there were a single price for both the residential unit and the parking space. Renters or buyers of on-site inclusionary affordable units shall have an equal opportunity to rent or buy a parking space on the same terms and conditions as offered to renters or buyers of other dwellings.
- (2) **Non-Residential Uses.** All off-street parking spaces accessory to non-residential uses shall be leased or sold separately from the rental or purchase fees for non-residential building space for the life of the building, such that potential renters or buyers have the option of renting or buying building space at a price lower than would be the case if there were a single price for both the building space and the parking space.
- (3) **Exception.** Off-street parking spaces accessory to retail uses are not required to be leased or sold separately from retail space and may be offered to shoppers and other visitors free of charge for stays of up to two hours.

**8. Parking Spaces, Design and Layout**

**A. Access.** On-site parking areas shall be accessed per the following:

- (1) On-site parking shall be designed with an appropriate means of vehicular access to a street or to an alley to cause the least interference with traffic flow.
- (2) Ingress to and egress from parking spaces shall be from an on-site aisle or driveway, directly from a driveway from the front, side street, public alley, or rear lane.
- (3) On-site loading space(s) is not required.

**B. Driveways**

- (1) Access to Driveways
  - (a) Driveway access to and from developments of two or fewer dwelling units onto public streets shall be where practical by forward motion of the vehicle; and
  - (b) Driveway access to and from developments of three or more dwelling units onto public streets shall be by forward motion of the vehicle.
- (2) Driveways shall extend to and include the area between the design site line and the edge of the street pavement.

- (3) The design and construction of all on-site parking access drives shall meet Citrus Heights Municipal Code Chapter 106.36 (Parking and Loading).
- C. **Identification as to Purpose and Location.** On-site parking areas of four or more spaces shall include painted lines, wheel stops, or other methods of identifying individual parking spaces and loading areas, while distinguishing such spaces from aisle and other circulation features.
- D. **Materials**
  - (1) All on-site parking areas and driveways shall be surfaced with materials in compliance with Citrus Heights Municipal Code Chapter 106.36 (Parking and Loading).
  - (2) The use of pervious or semi-pervious parking area surfacing materials, include, but are not limited to gravel, crushed granite, "grasscrete," or recycled materials including, but not limited to glass, rubber, used asphalt, brick, block and concrete, is subject to approval by the Director and City Engineer.
- E. **Landscaping.** The landscaping standards identified in Table C (Required Parking Lot Landscaping) shall be applied with the standards of Section 3.02 (Screening) and Section 3.03 (Landscaping).
  - (1) Parking and loading areas shall be screened from adjacent residential zones by a six foot wall, fence, or evergreen.
  - (2) Screening is not required when parking area(s) is adjacent to an alley.
  - (3) Landscaping areas shall accommodate stormwater management features per Citrus Heights Municipal Code Chapter 106.34 (Landscaping Standards).
  - (4) For portions of parking areas covered by photo-voltaic solar collectors that also function as shade structures, the minimum standard for trees does not apply.
- F. **Location**
  - (1) Location of on-site parking is regulated by the required setbacks in Subsection G (Parking) of the zone and the following:
    - (a) Parking lots with 11-20 spaces shall be separated at least by 5 feet from buildings to make room for a sidewalk, landscaping, and/or other planting between the building and the parking area;
    - (b) Parking lots with more than 20 spaces shall be separated by at least 12 feet from buildings to make room for a sidewalk, landscaping, and other planting between the building and the parking area; and
    - (c) The required separation may be eliminated to the rear of buildings in areas designed for unloading and loading of materials.

**Table 3.04.C: Required Parking Lot Landscaping**

Number of Parking Spaces	Percent of Gross Parking Area Required to be Landscaped
10 or fewer	None
11 to 20	5' min. wide planter along property line
21 to 50	5%; 5' min. wide planter between every 5 spaces, property line, and building(s)
51 and over	10%; 5' min. wide planter between every 5 spaces, property line, and building(s)
<b>General Landscaping</b>	
Required Border	6" high curb or equivalent
Border and Stormwater	Curb or equivalent shall include breaks every 4" to provide drainage to retention and filtration areas.
Car Overhangs	Shall be prevented by stops
Required Quantity	1 tree per every 10 parking spaces, beginning at 11 total spaces.
Tree Well Size <sup>1</sup>	5' min. in any direction
Tree Can Size	15 gallon min.
Tree Box Size	20% of required trees shall be 24" min.
Tree Caliper	1" min.
Tree Height at Installation	7' min. vertical clearance
Tree Characteristics	High branching, broad headed, shading form
Location	Evenly spaced throughout parking lot to provide uniform shade
<sup>1</sup> Any vehicle overhang requires the minimum planter area width to be expanded by an equivalent dimension.	

- G. **Size of Parking Lot.** Parking lots larger than one-quarter of an acre in size shall be broken down into smaller parking areas with planted landscape areas with a minimum width of 15 feet between them to minimize the perceived scale of the total field of stalls.
- H. **Tandem Parking.** Tandem parking is allowed in all zones for all uses.

# Chapter 4: Building Type Standards

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## Sections:

4.01	Purpose
4.02	Building Types
4.03	Overview of Building Types
4.04	Duplex Stacked
4.05	Triplex/Fourplex
4.06	Multiplex
4.07	Townhouse
4.08	Live/Work
4.09	Courtyard Building
4.10	Stacked Flats
4.11	Main Street Building

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## 4.01 Purpose

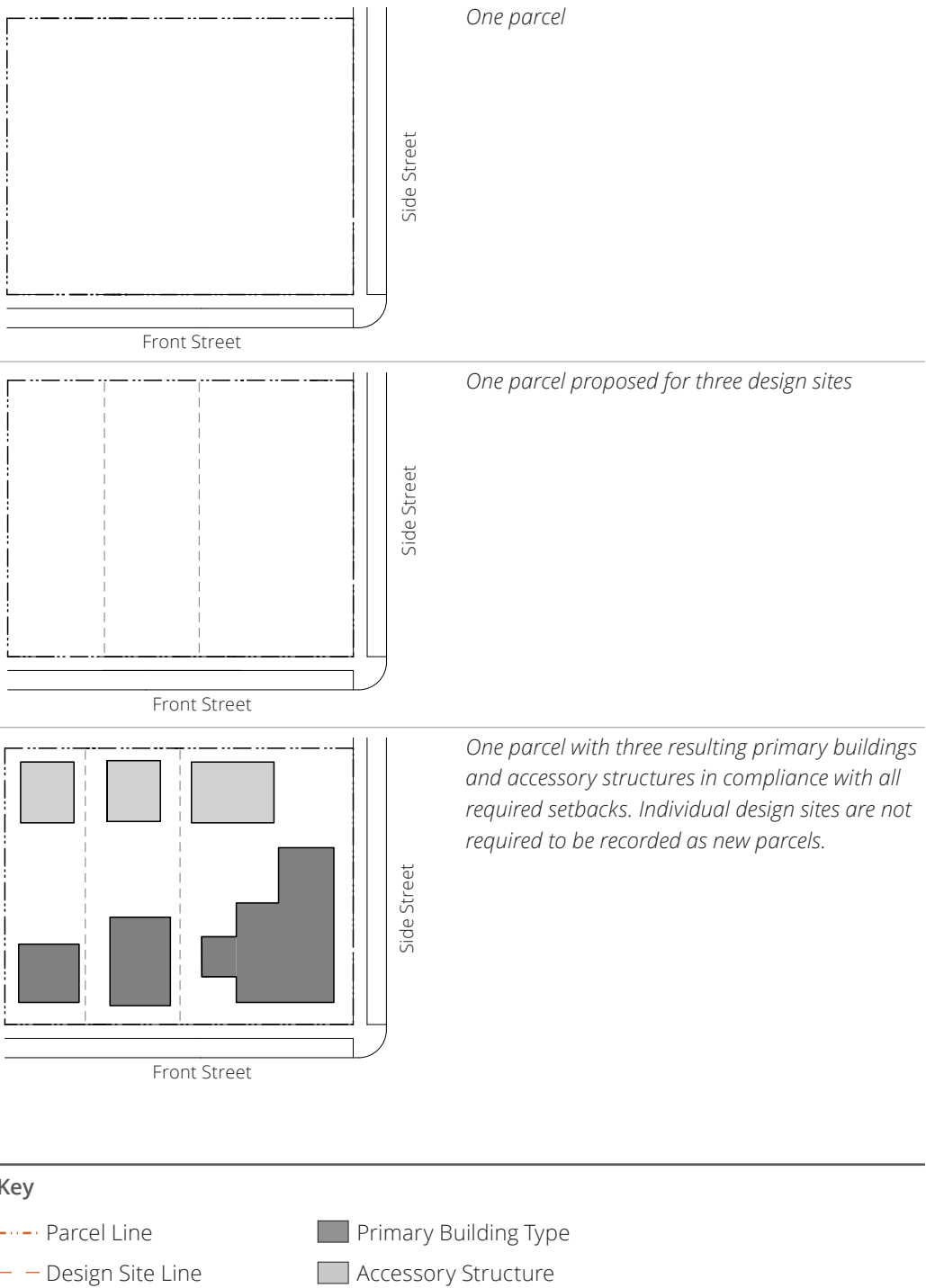
This Chapter provides the standards for the development of individual building types to achieve the intended physical character of each zone, offer housing choices and affordable housing opportunities, and incubate small businesses as amenities within walkable neighborhoods.

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## 4.02 Building Types

1. Building types are used to articulate size, scale, and intensity according to the zone(s) in which each type is allowed.
2. The design site size standards for each building type are set in each zone to generate pedestrian-oriented buildings within the overall intended physical character of each zone. The design site size standard identifies the range of design site sizes on which the given building type is allowed to be built
  - A. More than one building type is allowed on a parcel that identifies proposed multiple design site lines that meet the standards of this Section. See Figure 4.02.1 (Example of Multiple Design Sites on One Parcel).
3. On-site open space. The standards identify only the required type (private or common) and amount. For example, if the type only has standards for private open space, common open space is not required for that building type.
4. Individual designs may vary from the diagrams for each building type in compliance with the standards of this Chapter and Chapter 5 (Massing and Facade Articulation Standards).
5. Accessory structures and accessory dwelling units are allowed in compliance with Citrus Heights Municipal Code Sections 106.42.105 and 106.42.20.

Figure 4.02.1: Example of Multiple Design Sites on One Parcel









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## 4.03 Overview of Building Types

Table 4.03.A (Building Types Overview) provides an overview of the allowed building types in each zone. The names of the building types are not intended to limit uses within a building type. For example, a Duplex may have non-residential uses within it as allowed by the zone.

**Table 4.03.A: Building Types Overview**





Building Type		Zones		
		T4N	T4N-O	T4MS
	<b>Duplex Stacked (4.04)</b> A small-to-medium-sized detached building with small-to-medium setbacks and a rear yard. The building consists of two stacked units, both facing the street and within a single building massing. The type has the appearance of a medium-to-large single-unit house and is scaled to fit within lower-intensity neighborhoods.	A	A	-
	<b>Triplex/Fourplex (4.05)</b> A small-to-medium-sized detached building that consists of 3 to 4 side-by-side and/or stacked units, typically with one shared entry or individual entries along the front. The type has the appearance of a medium-sized single-unit house and is scaled to fit within low- to moderate-intensity neighborhoods.	A	A	-
	<b>Multiplex (4.06).</b> A medium-to-large-sized detached building that consists of 5 to 18 side-by-side and/or stacked units, typically with one shared entry. The type is scaled to fit within moderate-intensity neighborhoods.	A	A	A
	<b>Townhouse (4.07).</b> A small-to-large-sized, typically attached building with a rear yard. Each Townhouse consists of 1 unit. The type is typically located within moderate-to-high intensity neighborhoods or, on or near a neighborhood main street.	A	A	A

### Key

A = Allowed

- = Not Allowed

Table 4.03.A: Building Types Overview (Continued)

Building Type		Zones		
		T4N	T4N-O	T4MS
	<b>Live/Work Building (4.08).</b> A small-to-medium-sized attached or detached structure that consists of one dwelling unit above and/or behind a flexible ground floor space that can be used for service, retail, or artisan uses, as allowed by the zone. Both the ground-floor flex space and the unit above are owned by one entity. This type is typically located within medium-intensity neighborhoods or near or on a neighborhood main street. This type is especially appropriate for incubating neighborhood-serving retail and service uses.	-	A	A
	<b>Courtyard Building (4.09).</b> A detached or attached building that consists of attached and/or stacked units, accessed from one or more shared courtyards. The shared court is common open space. The type is typically integrated into moderate-to-high intensity neighborhoods and on main streets.	A	A	A
	<b>Stacked Flats (4.10).</b> A medium- to large-sized structure that consists of multiple dwelling units. Each unit may have its own individual entry, or may share a common entry. This Type is appropriately scaled to fit adjacent to neighborhood serving main streets and walkable urban neighborhoods. This Building Type may include a courtyard.	-	-	A
	<b>Main Street Building (4.11).</b> A small-to-large-sized building, typically attached, but may be detached. The type is intended to provide a vertical mix of uses with ground-floor retail, office or service uses and upper-floor service or residential uses. The type makes up the primary component of neighborhood and downtown main streets, therefore being a key component to providing walkability.	-	-	A

**Key**

A = Allowed

- = Not Allowed

4.04 Duplex Stacked



Example of Duplex Stacked.



Example of Duplex Stacked.



Example of Duplex Stacked.

A. Description

A small-to-medium-sized detached building with small-to-medium setbacks and a rear yard. The building consists of two stacked units, both facing the street and within a single building massing. The type has the appearance of a medium-to-large single-unit house and is scaled to fit within lower-intensity neighborhoods.

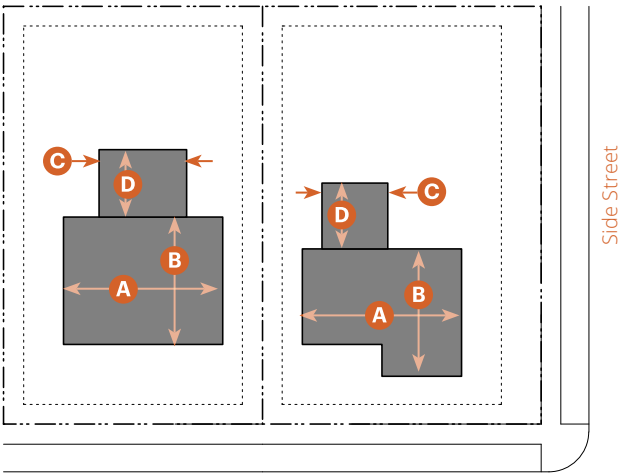
B. Number of Units

Units per Building	2 max.
Buildings per Design Site	1 max.

General Note: Photos on this page are illustrative, not regulatory.



Alley access required if alley exists



Front Street

Key

- ROW / Design Site Line
- Building Setback Line
- Building
- Accessory Unit

C. Building Size and Massing

Height

Max. Number of Stories 2.5

Main Body<sup>1</sup>

Width 36' max. (A)

Depth 40' max. (B)

Wing(s)<sup>1,2</sup>

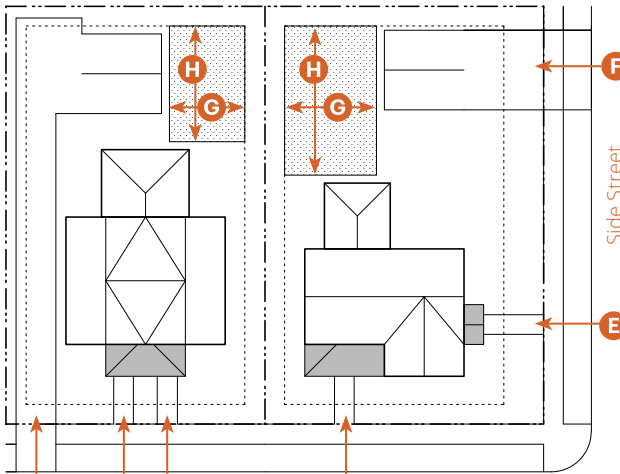
Width 15' max. (C)

Depth 24' max. (D)

<sup>1</sup> In compliance with the setbacks of the zone

<sup>2</sup> Shall be offset from main body by 5' min. and height is limited to 1.5 stories and 18' to Highest Top Plate/Eave

Alley access required if alley exists



Front Street

Key

- ROW / Design Site Line
- Building Setback Line
- Frontage
- Common Open Space

D. Pedestrian Access

Main Entrance Location Front Street<sup>3</sup> (E)

Each unit shall have an entry facing the street on, or within 15' of the front facade.

<sup>3</sup> On corner design sites, each unit shall front a different street.

E. Vehicle Access and Parking

Driveway and parking location shall comply with (F)

standards in Subsection G (Parking) of the zone.

F. Open Space

Common Open Space<sup>4</sup>

Width 15' min. (G)

Depth 15' min. (H)

Required setbacks and driveways do not count toward open space.

Required common open space shall be located behind the main body of the building.

<sup>4</sup> None required if building within 800 ft. of public open space.

4.05 Triplex/Fourplex



Example of Fourplex.



Example of Triplex.



Example of Fourplex.

A. Description

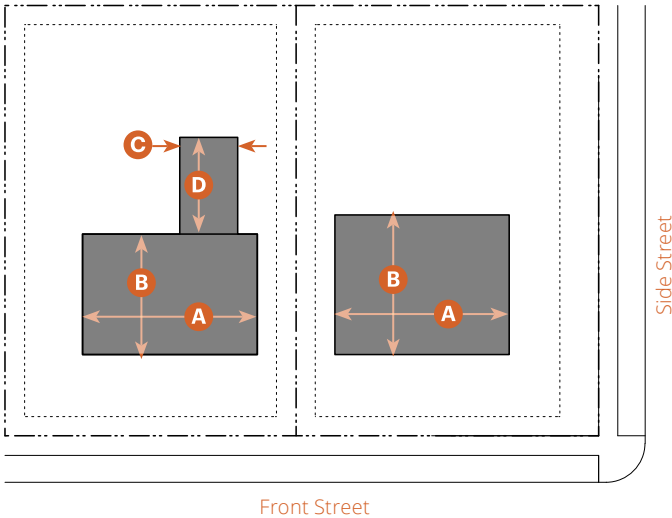
A small-to-medium-sized detached building that consists of 3 to 4 side-by-side and/or stacked units, typically with one shared entry or individual entries along the front. The type has the appearance of a medium-sized single-unit house and is scaled to fit within low- to moderate-intensity neighborhoods.

B. Number of Units

Units per Building	3 min.; 4 max.
Buildings per Design Site	1 max.

General Note: Photos on this page are illustrative, not regulatory.

Alley access required if alley exists



Key

- ROW / Design Site Line
- Building Setback Line
- Building

C. Building Size and Massing

Height

Max. Number of Stories 2.5

Main Body<sup>1</sup>

Width 48' max. **A**

Depth 48' max. **B**

Wing(s)<sup>1,2</sup>

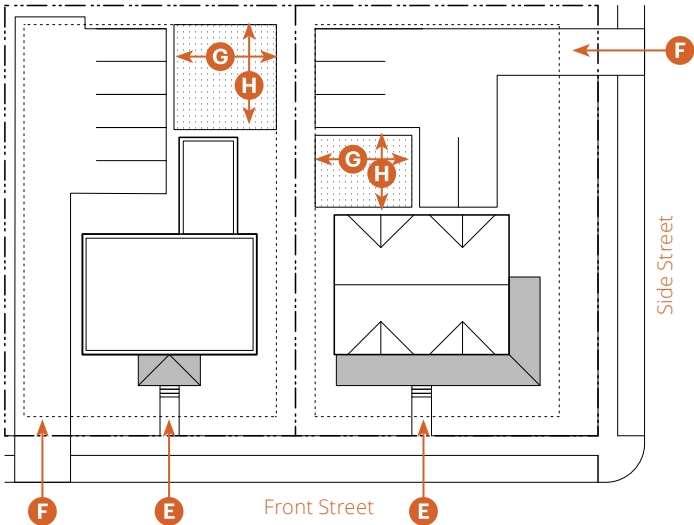
Width 15' max. **C**

Depth 20' max. **D**

<sup>1</sup> In compliance with the setbacks of the zone

<sup>2</sup> Shall be offset from main body by 5' min. and height is limited to 1.5 stories and 18' to Highest Top Plate/Eave

Alley access required if alley exists



Key

- ROW / Design Site Line
- Building Setback Line
- Frontage
- Common Open Space

D. Pedestrian Access

Main Entrance Location Front street **E**

Each unit may have an individual entry.

E. Vehicle Access and Parking

Driveway and parking location shall comply with standards in Subsection G (Parking) of the zone. **F**

F. Open Space

Common Open Space<sup>3</sup>

Width 15' min. **G**

Depth 15' min. **H**

Required setbacks and driveways do not count toward open space.

Required common open space shall be located behind the main body of the building.

<sup>3</sup> None required if building within 800 ft. of public open space.



4.06      Multiplex



Example of Multiplex



Example of Multiplex



Example of Multiplex

**A. Description**

A medium-to-large-sized detached building that consists of 5 to 18 side-by-side and/or stacked units, typically with one shared entry. The type is scaled to fit within moderate-intensity neighborhoods.

**B. Number of Units**

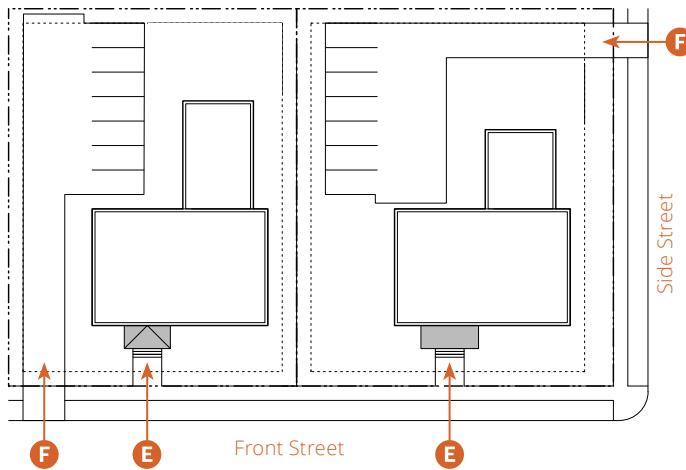
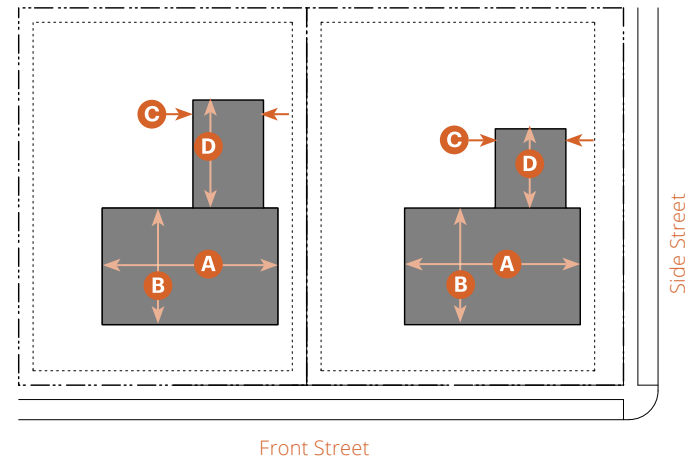
Units per Building	5 min.; 18 max.
Buildings per Design Site	1 max.

General Note: Photos on this page are illustrative, not regulatory.



Alley access required if alley exists

Alley access required if alley exists



Key

- ROW / Design Site Line
- Building Setback Line
- Building

C. Building Size and Massing

Height

Max. Number of Stories 3

Main Body<sup>1</sup>

Width 60' max. (A)

Depth 60' max. (B)

Wing(s)<sup>1,2</sup>

Width 24' max. (C)

Depth 40' max. (D)

Separation between Wings 15' min.

Offset from Main Body 5' min.

<sup>1</sup> In compliance with the setbacks of the zone

<sup>2</sup> Height is limited to 2 stories and 10' less than height of the main body's Highest Top Plate/Eave.

Key

- ROW / Design Site Line
- Building Setback Line
- Frontage

D. Pedestrian Access

Main Entrance Location Front Street (E)

Units located in the main body shall be accessed by a common entry along the front street.

On corner design sites, units in a wing may enter from the side street.

E. Vehicle Access and Parking

Driveway and parking location shall comply with standards in Subsection G (Parking) of the zone. (F)

Parking may be covered or uncovered.

F. Open Space

Common or private open space is not required.

4.07      Townhouse



Example of Townhouse



Example of Townhouse



Example of Townhouse

A. Description

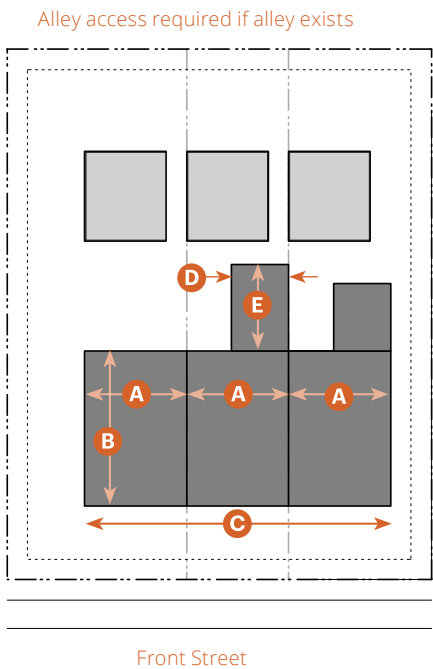
A small-to-large-sized, typically attached building with a rear yard. Each Townhouse consists of 1 unit. The type is typically located within moderate-to-high intensity neighborhoods or on or near a neighborhood main street.

B. Number of Units

	T4N	T4MS
Units per Building	1 max. <sup>4</sup>	3 max.
Buildings per Design Site	1 max.	1 max.
Buildings per Run of Attached Townhouses	2 min.; 5 max.	4 min.; 8 max.

<sup>4</sup> In Open Sub-Zone and in T4MS, each Townhouse may be divided vertically into up to three units.

General Note: Photos on this page are illustrative, not regulatory.



Key

- ROW / Design Site Line
- Building Setback Line
- Building
- Accessory Unit

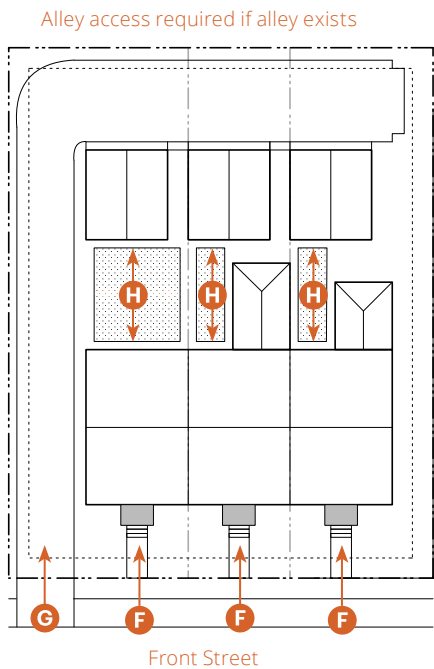
C. Building Size and Massing

Height	T4N	T4MS
Max. Number of Stories	2	3
<b>Main Body<sup>1</sup></b>		
Width per Building	18' min.; 25' max.	18' min.; 25' max.
Depth per Building	48' max.	48' max.
Width per Run of Attached Townhouses	100' max	150' max
<b>Wing(s)<sup>2</sup></b>		
Width	14' max.	14' max.
Depth	20' max.	20' max.

Facades shall be designed in compliance with Chapter 5 (Massing and Facade Articulation Standards).

<sup>1</sup> In compliance with the setbacks of the zone

<sup>2</sup> Height is limited to 2 stories and 10' less than height of the main body's Highest Top Plate/Eave.



Key

- ROW / Design Site Line
- Building Setback Line
- Frontage
- Private Open Space

D. Pedestrian Access

Main Entrance Location	Front Street
Each unit shall have an individual entry facing a street.	

E. Vehicle Access and Parking

Driveway and parking location shall comply with standards in Subsection G (Parking) of the zone.
Parking may be covered or uncovered.

F. Open Space

<b>Private Open Space</b>	
Width	8' min.
Depth	8' min.

Required setbacks and driveways do not count toward open space.

Required private open space shall be located behind the main body of the building.



4.08 Live/Work



Example of Live/Work



Example of Live/Work



Example of Live/Work

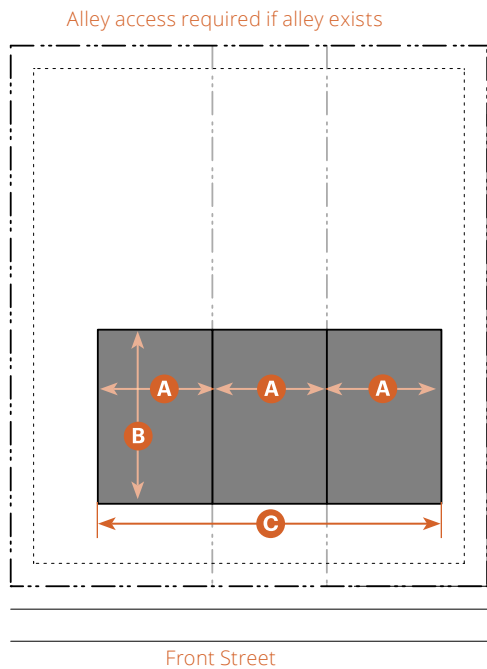
A. Description

A small-to-medium-sized attached or detached structure that consists of one dwelling unit above and/or behind a flexible ground floor space that can be used for service, retail, or artisan uses, as allowed by the zone. Both the ground-floor flex space and the unit above are owned by one entity. This type is typically located within medium-intensity neighborhoods or near or on a neighborhood main street. This type is especially appropriate for incubating neighborhood-serving retail and service uses.

B. Number of Units

	T4N	T4MS
Units per Building	1 max.	1 max.
Buildings per Design Site	1 max.	1 max.
Buildings per Run of Attached Live/Work	2 min.;	4 min.;
	5 max.	8 max.

General Note: Photos on this page are illustrative, not regulatory.



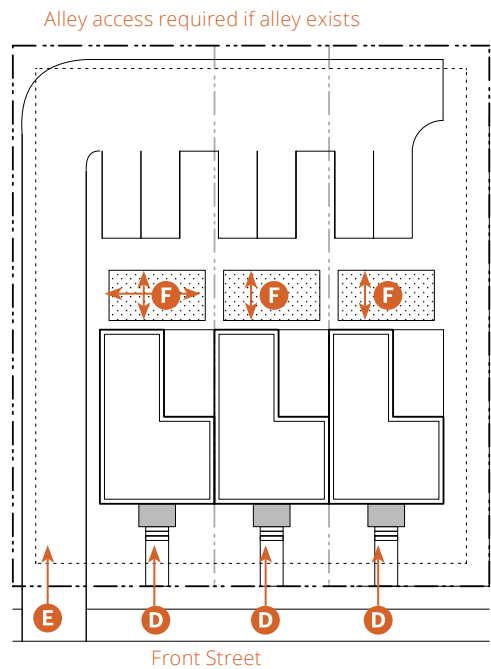
Key

- ROW / Design Site Line
- Building Setback Line
- Building

C. Building Size and Massing

Height	T4N	T4MS
Max. Number of Stories	3	3
Main Body <sup>1</sup>	T4N	T4MS
Width per Building	18' min.; 30' max.	18' min.; 30' max.
Depth per Building	48' max.	48' max.
Width per Run of Attached Live/Work	100' max	150' max
Wing(s)		
Not Allowed		
Facades shall be designed in compliance with Chapter 5 (Massing and Facade Articulation Standards).		

<sup>1</sup> In compliance with the setbacks of the zone



Key

- ROW / Design Site Line
- Building Setback Line
- Frontage
- Private Open Space

D. Pedestrian Access

Main Entrance Location	Front Street	D
Ground-floor space and upper unit shall have separate entries.		

E. Vehicle Access and Parking

Driveway and parking location shall comply with standards in Subsection G (Parking) of the zone.		
Parking may be covered or uncovered.		

7. Open Space

Private Open Space

Width	15' min.	F
Depth	15' min.	F

Required setbacks and driveways do not count toward open space.

Required private open space shall be located behind the main body of the building.



4.09 Courtyard Building



Example of Courtyard Building.



Example of Courtyard Building.



Example of Courtyard Building.

A. Description

A detached or attached building that consists of attached and/or stacked units, accessed from one or more shared courtyards. The shared court is common open space. The type is typically integrated into moderate-to-high intensity neighborhoods and on main streets.

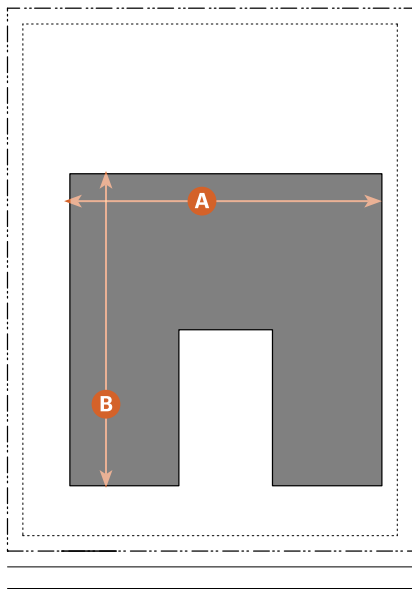
B. Number of Units

	T4N	T4MS
Units per Building	Unrestricted <sup>1</sup>	Unrestricted <sup>1</sup>
Buildings per Design Site	2 max.	2 max.

<sup>1</sup> Number of units restricted by UBC and UFC standards.

General Note: Photos on this page are illustrative, not regulatory.

Alley access required if alley exists



Front Street

Key

- ROW/ Design Site Line
- Building Setback Line
- Building

C. Building Size and Massing

Height	T4N	T4MS
Max. Number of Stories	3	3 (4 in height overlay)

Main Body<sup>1</sup>

Width	100' max.	120' min.; 160' max	A
Depth	100' max.	120' min.; 140' max	B

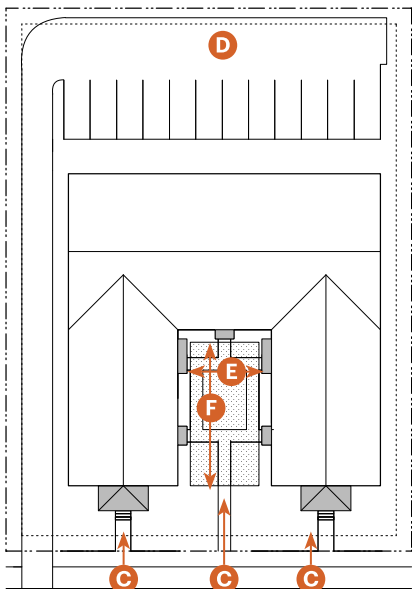
Wing(s)

Not Allowed

Facades shall be designed in compliance with Chapter 5 (Massing and Facade Articulation Standards).

<sup>1</sup> In compliance with the setbacks of the zone

Alley access required if alley exists



Front Street

Key

- ROW/ Design Site Line
- Building Setback Line
- Frontage
- Common Open Space

D. Pedestrian Access

Main Entrance Location<sup>2</sup> Courtyard or Street C

<sup>2</sup> The main entry of ground floor units shall be directly off of a courtyard or street, whichever is closer.

E. Vehicle Access and Parking

Driveway and parking location shall comply with standards in Subsection G (Parking) of the zone.

Parking may be covered or uncovered.

F. Open Space

Common Open Space		
Width	25' min.	E
Depth	60' min.	F

Courtyard(s) shall be accessible from the front street.

Building shall define at least three walls of the courtyard.

Up to 1/3 of the shared court(s) may be used for stormwater management if designed as a rain garden or bioswale.

Front of courtyard not defined by building shall be defined by 2'-6" to 5' tall wall with entry gate/door.



## 4.10 Stacked Flats



Example of Stacked Flats



Example of Stacked Flats



Example of Stacked Flats

### A. Description

The Stacked Flats Building Type is a medium- to large-sized structure that consists of multiple dwelling units. Each unit may have its own individual entry, or may share a common entry. This Type is appropriately scaled to fit adjacent to neighborhood serving main streets and walkable urban neighborhoods. This Building Type may include a courtyard.

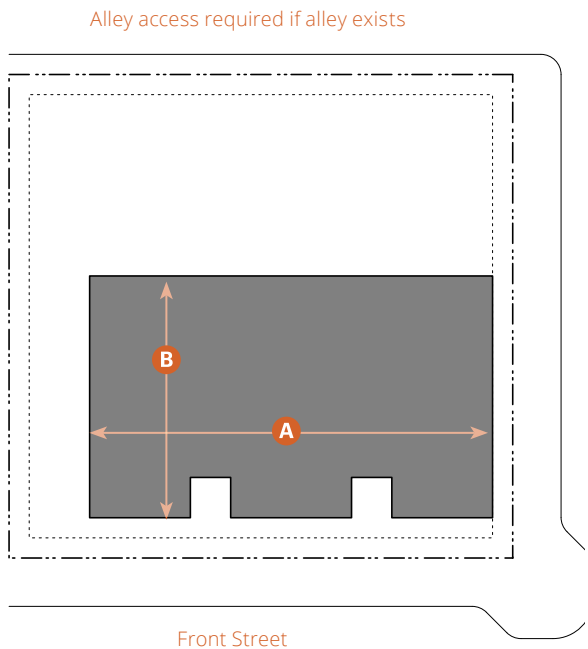
### B. Number of Units

Units per Building	Unrestricted <sup>1</sup>
Buildings per Design Site	1 max.

<sup>1</sup> Number of units restricted by UBC and UFC standards.

General Note: Photos on this page are illustrative, not regulatory.





Key

- ROW / Design Site Line
- Building Setback Line
- Building

C. Building Size and Massing

Height

Max. Number of Stories	3 (4 in height overlay)
Min. Number of Stories	2

Main Body<sup>2</sup>

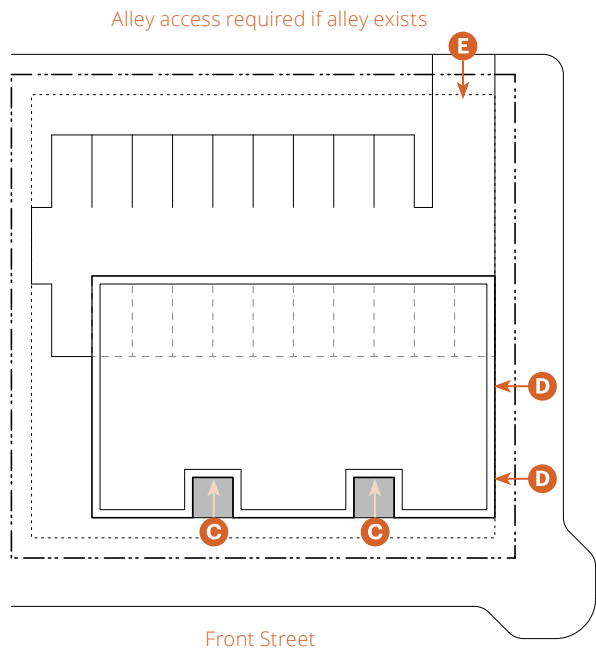
Width	200' max.	A
Depth	75' max.	B

Wing(s)

Not Allowed

Facades shall be designed in compliance with Chapter 5 (Massing and Facade Articulation Standards).

<sup>2</sup> In compliance with the setbacks of the zone



Key

- ROW / Design Site Line
- Building Setback Line
- Frontage
- Parking on ground level

D. Pedestrian Access

Upper floor units shall be accessed by a common entry along the front street. C

Ground floor units may have individual entries along the front street, side street, or courtyard. D

E. Vehicle Access and Parking

Driveway and parking location shall comply with standards in Subsection G (Parking) of the zone. E

F. Open Space

Common or private open space is not required.

4.11 Main Street Building



Example of Main Street Building.



Example of Main Street Building.



Example of Main Street Building.

A. Description

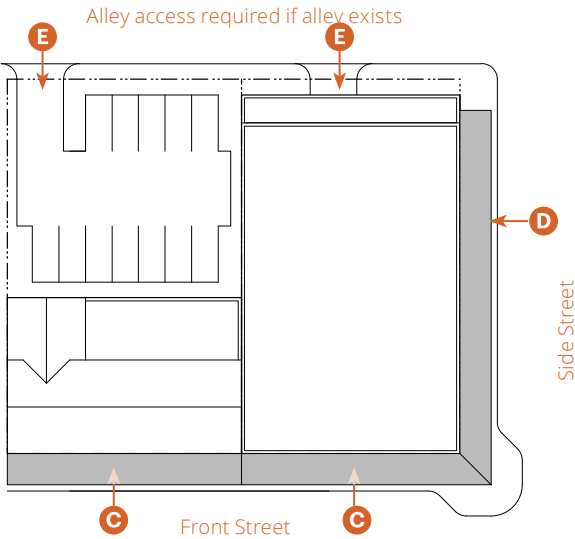
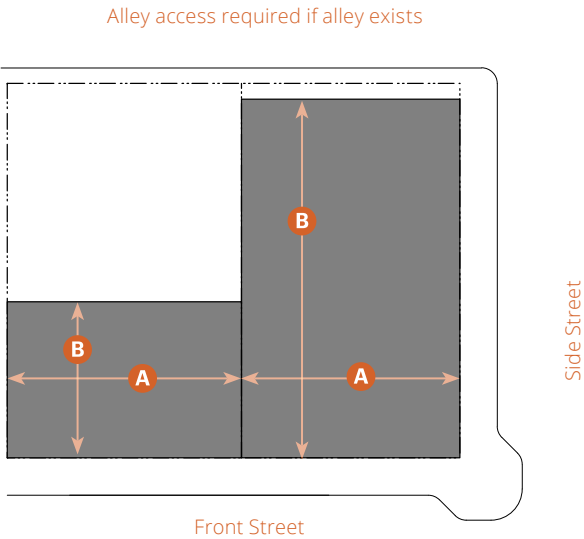
A small-to-large-sized building, typically attached, but may be detached. The type is intended to provide a vertical mix of uses with ground-floor retail, office or service uses and upper-floor service or residential uses. The type makes up the primary component of neighborhood and downtown main streets, therefore being a key component to providing walkability.

B. Number of Units

Units per Building	Unrestricted <sup>1</sup>
Buildings per Design Site	1 max.

<sup>1</sup> Number of units restricted by UBC and UFC standards.

General Note: Photos on this page are illustrative, not regulatory.



Key

- ROW / Design Site Line
- Building Setback Line
- Building

C. Building Size and Massing

Height

Max. Number of Stories 3 (4 in height overlay)

Main Body<sup>2</sup>

Width 100' min.; 200' max **A**

Depth 90' min.; 240' max **B**

Wing(s)

Not Allowed

Facades shall be designed in compliance with Chapter 5 (Massing and Facade Articulation Standards).

<sup>2</sup> In compliance with the setbacks of the zone

Key

- ROW / Design Site Line
- Building Setback Line
- Frontage

D. Pedestrian Access

Upper floor units shall be accessed by a common entry along the front street. **C**

Ground floor units may have individual entries along the front street, or side street. **D**

E. Vehicle Access and Parking

Driveway and parking location shall comply with standards in Subsection G (Parking) of the zone. **E**

Parking may be covered or uncovered.

F. Open Space

Common or private open space is not required.

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# Chapter 5: Massing and Facade Articulation Standards

## Sections:

5.01	Purpose
5.02	Overview of Façade and Design Standards
5.03	Massing and Composition
5.03	Massing and Composition
5.04	Tripartite Facade Articulation
5.05	Architectural Recession(s)
5.06	Windows and Openings
5.07	Corner Element

## 5.01 Purpose

This Chapter provides standards intended to promote a pedestrian-scaled built environment by reducing the perceived mass of large buildings while allowing for creativity and innovation.

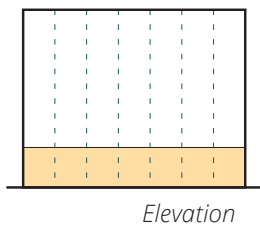
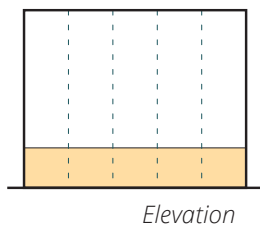
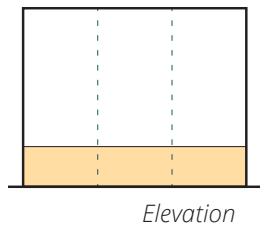
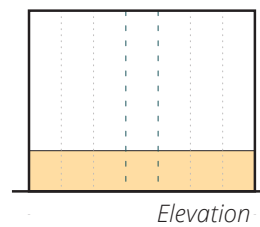
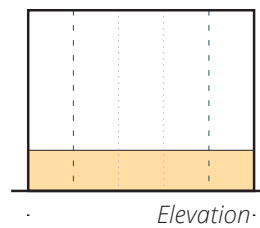
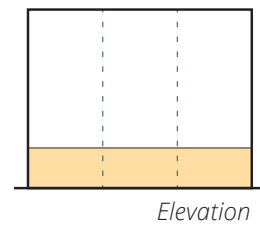
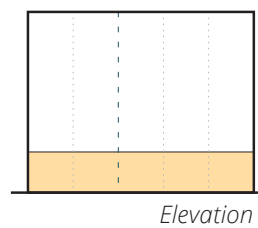
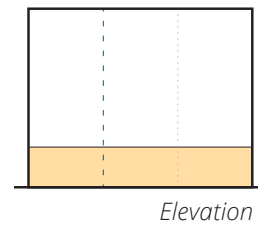
## 5.02 Overview of Façade and Design Standards

Table 05.02.A (Massing and Facade Articulation Standards Overview) provides an overview of the standards.

Table 5.02.A: Massing and Facade Articulation Standards Overview				
Standard	Building Length <sup>1</sup>			
	< 75'	75' to <100'	100'to <150'	≥150'
5.03 (Massing and Composition)	N	R	R	R
5.04 (Tripartite Facade Articulation)	N	R	R	R
5.05 (Architectural Recession(s))	N	N	R	R
5.06 (Windows and Openings)	N	N	R	R
5.07 (Corner Elements)	-	-	-	A

<sup>1</sup> Building length includes main body and wings, as measured along street or civic space.

<b>Key</b>	R = Required	N = Not Required	A = Allowed	- = Not Allowed
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**5.03 Massing and Composition***3, 5, 7-bay facade composition**Symmetric facade composition**Asymmetric facade composition**Figure 5.03.A: Diagram of Massing and Composition***A. Description**

Standards for the articulation of building facades to maintain the visual quality of Auburn Boulevard, and to ensure that new development is harmonious in scale with existing development.

**B. Applicability**

Buildings  $\geq 75'$  long

**C. Standards / General Character**

New facades and facade modifications along a street or civic space shall be designed to appear as multiple buildings no greater than 75' in length and not repeating the same massing and composition. **(A)**

Building facades shall be arranged in an orderly composition of window bays/ openings based on prevalent patterns of 3, 5 or 7 bays. **(B)**

Facades shall be designed in an orderly symmetrical or asymmetrical composition. **(C)**

The pattern shall be visually expressed through the spacing of openings, physical recesses, projections or other techniques.

The pattern may include the ground floor and its mezzanine.



## 5.04 Tripartite Facade Articulation

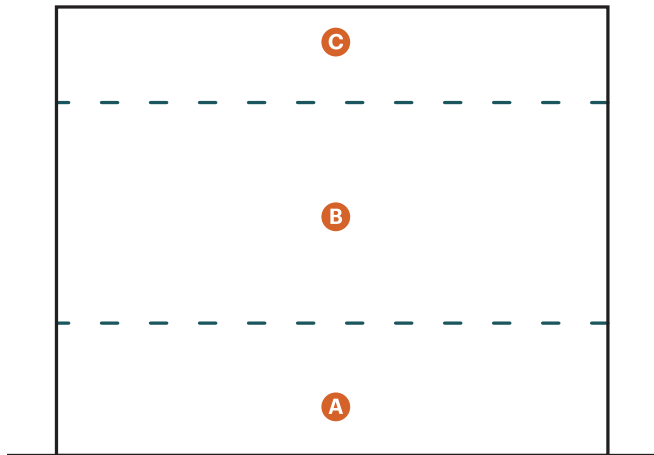


Figure 5.04.A: Diagram of Tripartite Facade Articulation



### A. Description

This Section prescribes standards for the articulation of building facades to maintain the visual quality of Auburn Boulevard. For new building facades, tripartite articulation is required, which is a method of visually organizing a building facade into three sections: a base, a middle and a top.

### B. Applicability

Buildings  $\geq 75'$  long

### C. Standards / General Character

Combinations of colors, materials, and massing may be used to visually express a base, middle, and top.

New facades and facade modifications along a street or civic space shall be designed to visually express a base, middle, and top:

**Building Base.** The base shall be a minimum of one story in height. For buildings taller than 3 stories the base may be up to 2-stories tall. A

**Building Middle.** The middle shall be a minimum of one-story in height. B

**Building Top.** The top may include multiple stories including building setbacks but should not exceed the height of the building's middle. Parapets, cornices and entablatures may be used to articulate the top. C

*General Note: Photos on this page are illustrative, not regulatory.*



## 5.05 Architectural Recession(s)

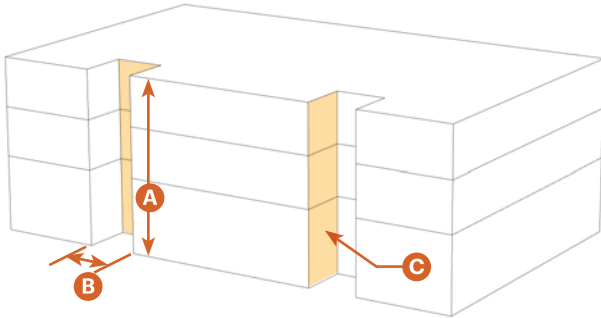


Figure 5.05.A: Diagram of Architectural Recessions



### A. Description

New facades and renovations along a street or civic space shall be designed to modulate the apparent size and scale of a building by recessing a portion(s) of the facade. Recessions shall be articulated using one or more frontage types to create a semi-public space, such as a forecourt or dooryard.

### B. Applicability

Buildings  $\geq 100'$  long

### C. Standards / General Character

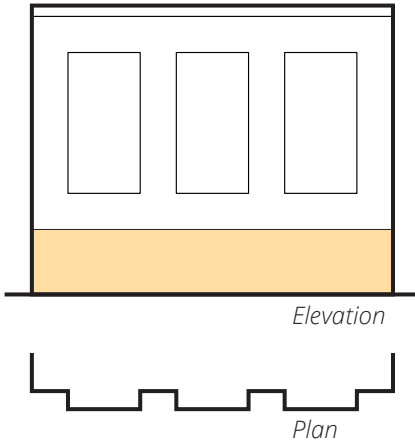
Frequency	Minimum one recession every 75' in facade length	A
Width	10' min.	B
Depth	10' min.	C

If ground floor is recessed, recession shall extend from ground to sky

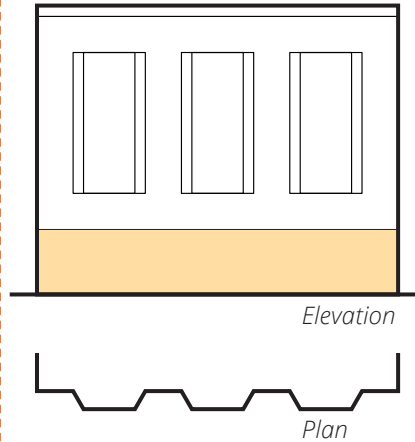
General Note: Photos on this page are illustrative, not regulatory.

## 5.06 Windows and Openings

### Square profile bay window



### Chamfer profile bay window



### A. Description

This Section describes standards for the composition of window bays and openings to maintain the visual quality of Auburn Boulevard.

### B. Applicability

Buildings  $\geq 100'$  long

### C. Standards / General Character

New facades and facade modifications shall be designed to include an orderly composition of window bays and openings. **A**

All building facades shall be designed to include square- or vertically-oriented windows and openings, including groupings of windows and openings, coordinated with the building facade composition as per Section 5.03 (Massing and Composition). **B**

Location of balconies when used should be coordinated with windows and doors on the facade, and with the composition of bays on the building facade. **C**

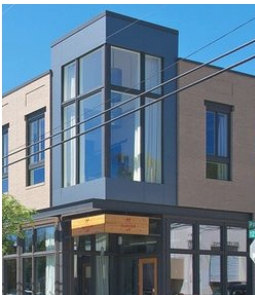
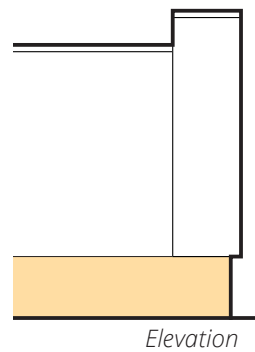
Buildings at least 100' in length along the street are required to include projected or recessed window bays.

Bay windows shall have either a square or a chamfer profile.

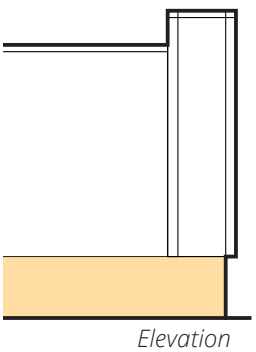
*General Note: Photos on this page are illustrative, not regulatory.*

5.07 Corner Element

Square-profile  
corner element



Octagon-profile  
corner element



Chamfered-profile  
corner element

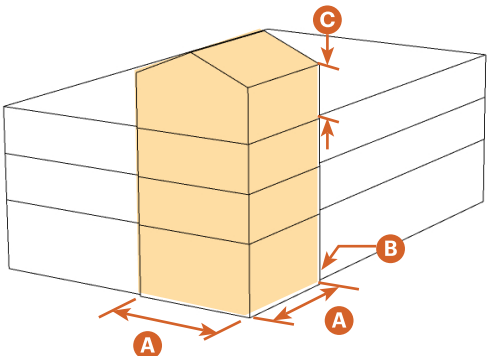
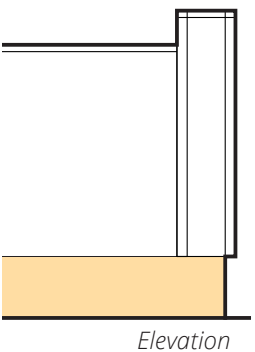


Figure 5.07.A: Diagram of a Corner Element

A. Description

New facades and renovations on corner lots shall include a corner element to give visual importance to corner and further shape the public realm.

B. Applicability

Allowed on corner buildings ≥150' long

C. Standards / General Character

Footprint	10' x 10' min.	A
Projection from facade	3' min.	B
Top story height	14' max. <sup>1</sup>	C

<sup>1</sup> Corner element may exceed maximum height allowed by the zone by up to 10' when the highest story on the building is at the maximum height allowed by the zone.

General Note: Photos on this page are illustrative, not regulatory.

# Chapter 6: Frontage Type Standards

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## Sections:

6.01	Purpose
6.02	Frontage Types
6.03	Overview of Frontage Types
6.04	Porch - Projecting
6.05	Porch - Engaged
6.06	Dooryard
6.07	Stoop
6.08	Forecourt
6.09	Shopfront
6.10	Terrace
6.11	Gallery

---

## 6.01 Purpose

This Chapter provides the standards for frontages. Frontages are the components of a building that provide the transition and interface between the public realm (street and sidewalk) and the private realm (yard or building).

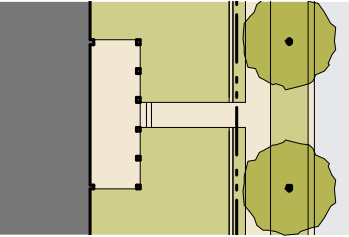
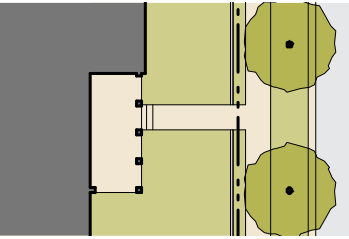
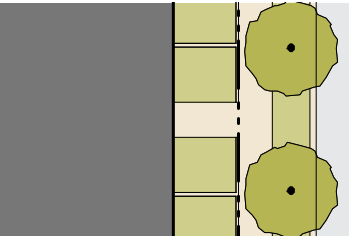
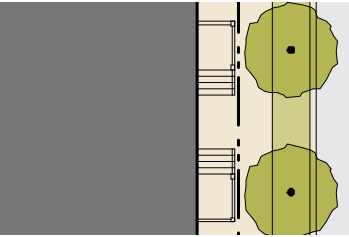
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## 6.02 Frontage Types

1. The names of the frontage types indicate their particular configuration or function and are not intended to limit uses within the associated building. For example, a Porch may be used by non-residential uses including, but not limited to a restaurant or office, as allowed by the zone.
2. Each building is required to include at least one frontage type along the front street or adjacent civic space. Buildings with entries along a side street are required to include at least one frontage type on those facades.
3. Frontage types not listed in Subsection H (Frontages) of the zone are not allowed in that zone.
4. Each building may have multiple frontage types in compliance with the allowed types in Subsection H (Frontages) of the zone.
5. Each frontage type shall be located in compliance with the facade zone per Subsection E (Building Placement) of the zone.
6. Standards are stated for the front and side street facades of a design site.

## 6.03 Overview of Frontage Types

Table 6.03.A (Frontage Types Overview) provides a summary of the allowed frontage types in each zone. See referenced section(s) for standards.

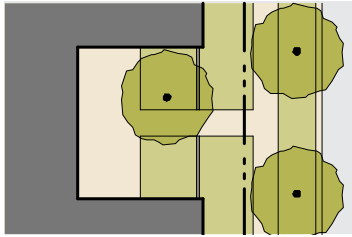
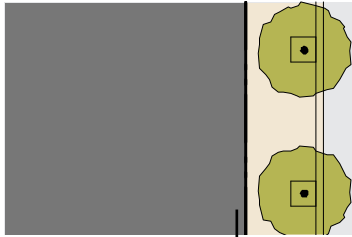
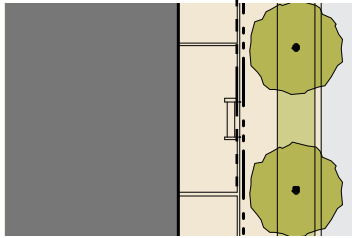

Table 6.03.A: Frontage Types Overview					
Frontage Type	Section	Zones			
		T4N	T4N-O	T4MS	
	6.04	<b>Porch - Projecting.</b> The main facade of the building is set back from the front design site line with a covered structure encroaching into the front setback. The resulting setback area may be defined by a fence or hedge to spatially maintain the edge of the street. The Porch may be one or two stories, is open on three sides, with all habitable space located behind the building setback line.	A	A	-
	6.05	<b>Porch - Engaged.</b> A portion of the main facade of the building is set back from the front design site line to create an area for a covered structure that projects from the facade that is set back. The Porch may project into the front setback. The resulting setback may be defined by a fence or hedge to spatially maintain the edge of the street. The Porch may be one or two stories and has two adjacent sides that are engaged to the building, while the other two sides are open.	A	A	-
	6.06	<b>Dooryard.</b> The main facade of the building is set back from the front design site line, which is defined by a low wall or hedge, creating a small private area between the sidewalk and the facade. Each Dooryard is separated from adjacent Dooryards. The Dooryard may be raised or at grade.	A	A	A
	6.07	<b>Stoop.</b> The main facade of the building is near the front design site line with steps to an elevated entry. The Stoop is elevated above the sidewalk to provide privacy along the sidewalk-facing rooms. Stairs or ramps from the Stoop may lead directly to the sidewalk or may be parallel to the sidewalk.	-	-	A

### Key

A = Allowed

- = Not Allowed

Table x.07.030.A: Frontage Types Overview (Continued)

Frontage Type	Section		Zones		
			T4N	T4N-O	T4MS
	6.08	<b>Forecourt.</b> The main facade of the building is at or near the front design site line and a portion is set back, extending the public realm into the design site to create an entry court or shared garden space for housing, or as an additional shopping or restaurant seating area within retail and service areas.	A	A	A
	6.09	<b>Shopfront.</b> The main facade of the building is at or near the front design site line with at-grade entrance from the sidewalk. The type is intended for service, retail, or restaurant use and includes substantial glazing between the Shopfront base and the ground floor ceiling and may include an awning that overlaps the sidewalk.	-	A	A
	6.10	<b>Terrace.</b> The main facade is at or near the front design site line with steps leading to an elevated area providing pedestrian circulation along the facade. The type is used for retail, service, office uses, or housing to provide outdoor areas along the sidewalk and/or to accommodate an existing or intended grade change.	A	A	A
	6.11	<b>Gallery.</b> The main facade of the building is setback from the front design site line and an at-grade covered structure, typically articulated with colonnade or arches, overlaps the sidewalk. The type may be one or two stories. When used in nonresidential settings, the Shopfront Type is included; when used in residential settings, Stoops, Dooryards, and Forecourts may be included as allowed by the zone.	-	-	A

**Key**

A = Allowed

- = Not Allowed



## 6.04 Porch - Projecting



*Example of a Projecting Porch.*



*Example of a Projecting Porch.*



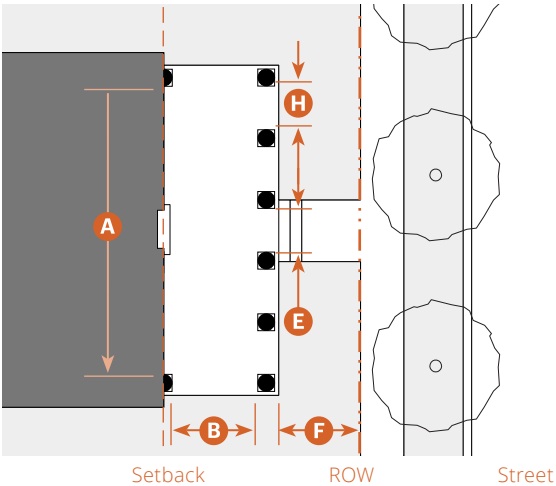
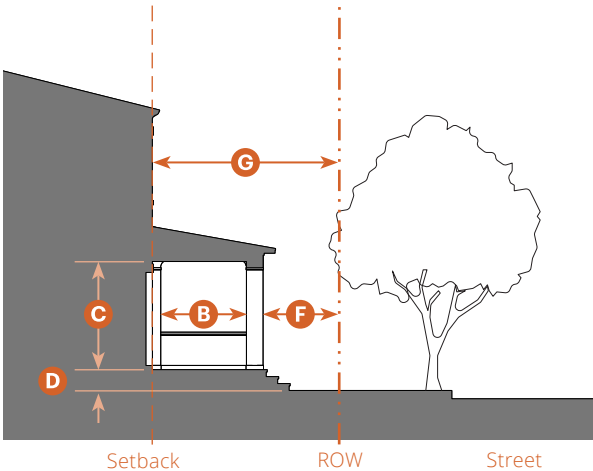
*Example of a glassed-in Projecting Porch.*

### A. Description

The main facade of the building is set back from the front design site line with a covered structure encroaching into the front setback. The resulting setback area may be defined by a fence or hedge to spatially maintain the edge of the street. The Porch may be one or two stories, is open on three sides, with all habitable space located behind the building setback line.

*General Note: Photos on this page are illustrative, not regulatory.*





**Key**  
- - - - - ROW / Design Site Line      - - - - - Setback Line

B. Size		
Width, Clear	15' min.	A
Depth, Clear	8' min.	B
Height, Clear	8' min.	C
Stories	2 stories max.	
Finish Level above Sidewalk	12" min.	D
Pedestrian Access	3' wide min.	E
Distance between Porch and Sidewalk	6' min.	F
Depth	15' min.	G
Distance between Porch Columns <sup>1</sup>		H

**C. Miscellaneous**

Porch shall be open on three sides and have a roof. Clear glass may be installed between the porch columns.

Porches are allowed to encroach into front and side street setbacks for the full depth of the Porch.

Ramps are required to be integrated along the side of the building to connect with the Porch.

**6.05      Porch - Engaged**

*Example of an Engaged Porch.*



*Example of an Engaged Porch.*

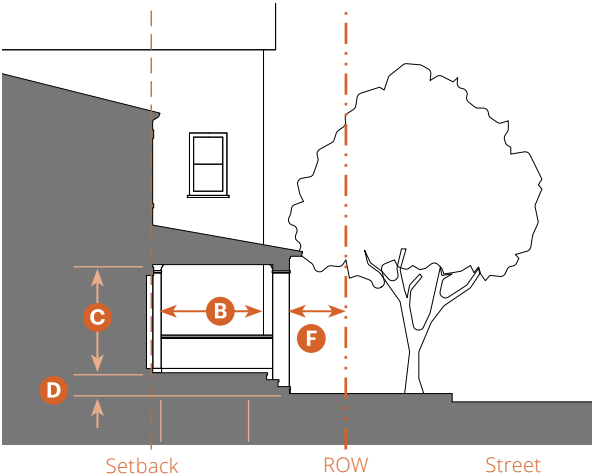


*Example of an Engaged Porch.*

**A. Description**

A portion of the main facade of the building is set back from the front design site line to create an area for a covered structure that projects from the facade that is set back. The Porch may project into the front setback. The resulting setback may be defined by a fence or hedge to spatially maintain the edge of the street. The Porch may be one or two stories and has two adjacent sides that are engaged to the building, while the other two sides are

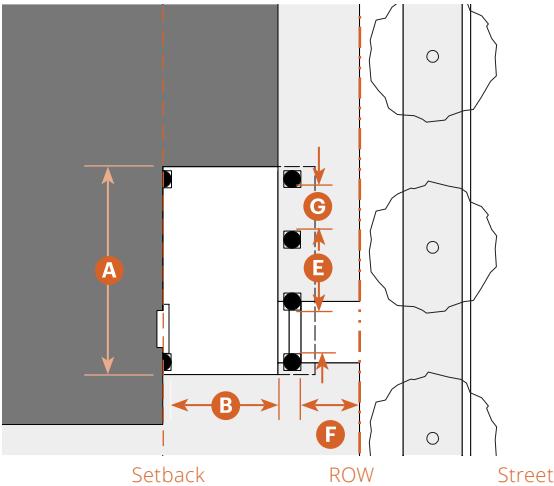
*General Note: Photos on this page are illustrative, not regulatory.*



Key

--- ROW / Design Site Line      - - - - - Setback Line

B. Size		
Width, Clear	8' min.	A
Depth, Clear	8' min.	B
Height, Clear	8' min.	C
Stories	2 stories max.	
Finish Level above Sidewalk	12" min.	D
Pedestrian Access	3' wide min.	E
Distance between Porch and Sidewalk	6' min.	F
Distance between Porch Columns <sup>1</sup>		G



C. Miscellaneous	
Up to 20% of the building facade and porch(es) may project into the front setback line for the zone.	
Porch shall be open on two sides and have a roof. Clear glass maybe installed between the porch columns.	
Porches are allowed to encroach into front and side street setbacks for the full depth of the Porch.	
Ramps are required to be integrated along the side of the building to connect with the Porch.	



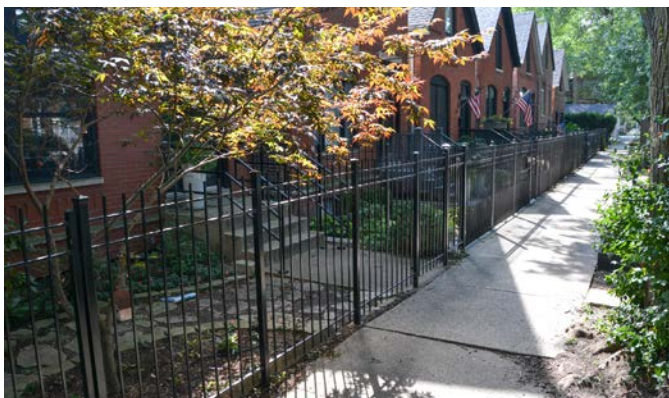
## 6.06 Dooryard



*Example of a residential Dooryard.*



*Example of a commercial Dooryard.*

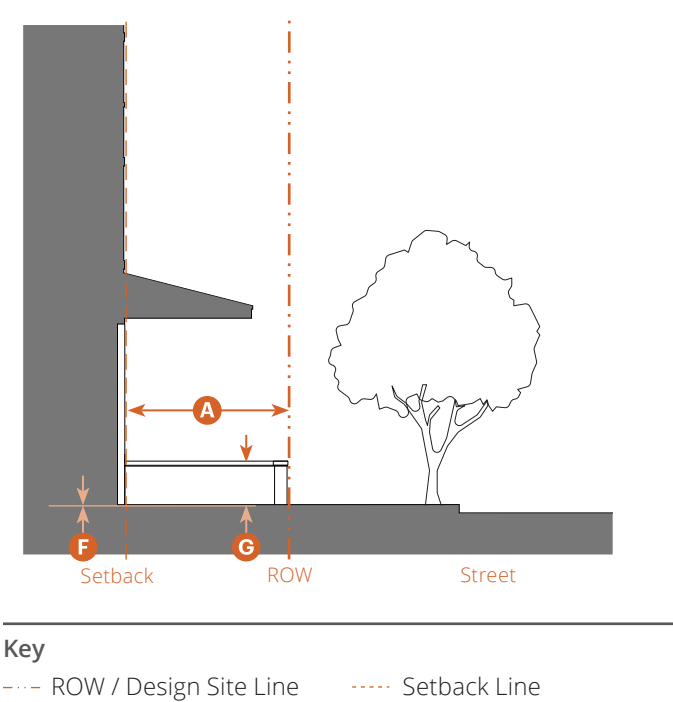


*Example of a residential Dooryard.*

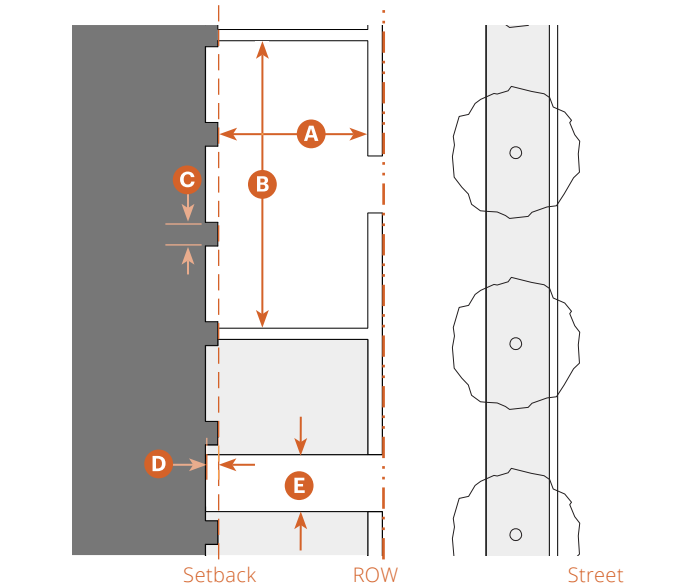
### A. Description

The main facade of the building is set back from the front design site line, which is defined by a low wall or hedge, creating a small private area between the sidewalk and the facade. Each Dooryard is separated from adjacent Dooryards. The Dooryard may be raised or at grade.

*General Note: Photos on this page are illustrative, not regulatory.*



B. Size		
Depth, Clear	6' min.	A
Length	15' min.	B
Distance between Glazing	4' max.	C
Depth of Recessed Entries	3' max.	D
Pedestrian Access	3' wide min.	E
Finish Level above Sidewalk	12" max.	F
Height of Dooryard Fence/Wall above Finish Level	36" max.	G



**C. Miscellaneous**

For live/work, retail, service, and restaurant uses, the Shopfront Frontage Type may be applied.

Each Dooryard shall provide access to only one ground floor entry.

Ramps are required to be integrated along the side of the building to connect with the Dooryard.



**6.07 Stoop**

*Example of a Stoop with paired entries.*



*Example of a Stoop.*

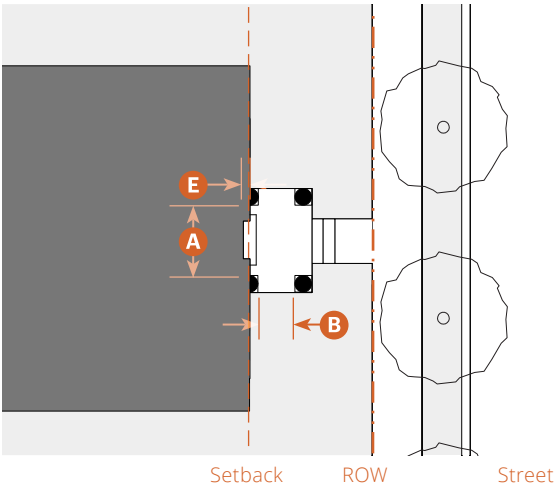
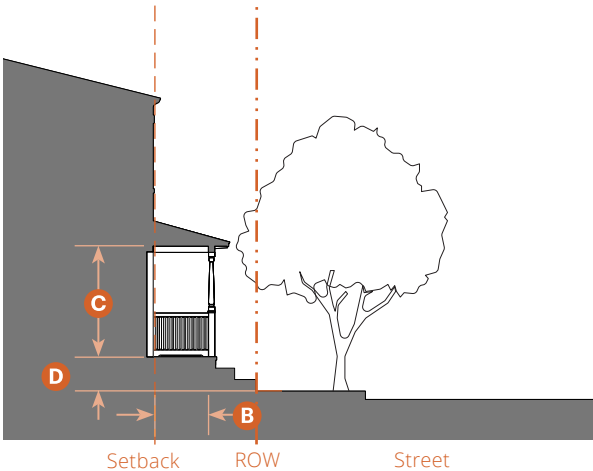


*Example of a Stoop.*

**A. Description**

The main facade of the building is near the front design site line with steps to an elevated entry. The Stoop is elevated above the sidewalk to provide privacy along the sidewalk-facing rooms. Stairs or ramps from the Stoop may lead directly to the sidewalk or may be parallel to the sidewalk.

*General Note: Photos on this page are illustrative, not regulatory.*



Key

--- ROW / Design Site Line      ..... Setback Line

B. Size		
Width, Clear	4' min.	A
Depth, Clear	3' min.	B
Height, Clear	8' min.	C
Stories	1 story max.	
Finish Level above Sidewalk	12" min.	D
Depth of Recessed Entries	12' max.	E

- C. Miscellaneous**
- Stairs may be perpendicular or parallel to the building facade.
  - Entry doors shall be covered or recessed to provide shelter from the elements.
  - Gates are not allowed.
  - All doors shall face the street.
  - Ramps are required to be integrated along the side of the building to connect with the Stoop.



## 6.08 Forecourt



*Example of a Forecourt.*



*Example of a Forecourt.*

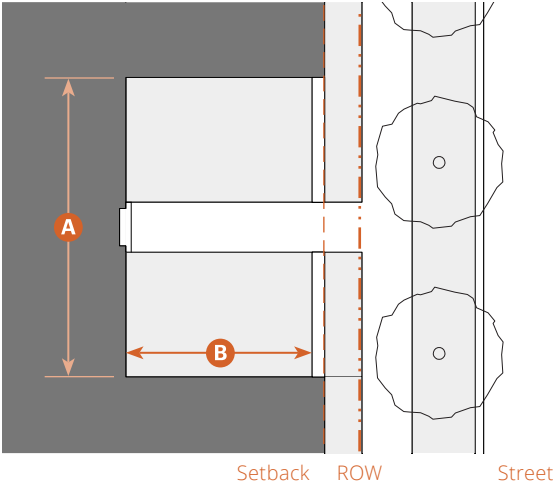
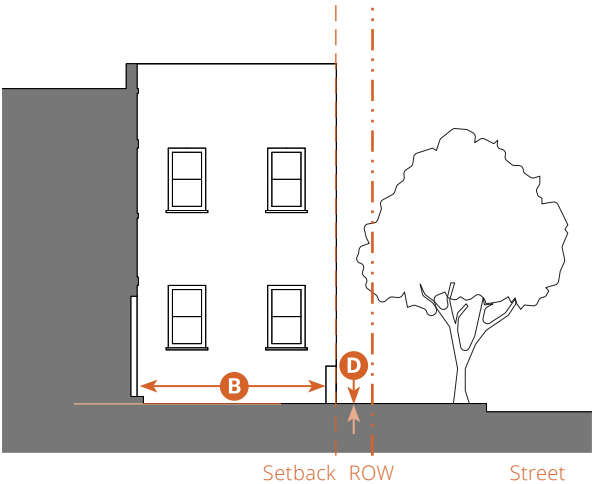


*Example of a Forecourt.*

### A. Description

The main facade of the building is at or near the front design site line and a portion is set back, extending the public realm into the design site to create an entry court or shared garden space for housing, or as an additional shopping or restaurant seating area within retail and service areas.

*General Note: Photos on this page are illustrative, not regulatory.*



Key

--- ROW / Design Site Line      - - - - - Setback Line

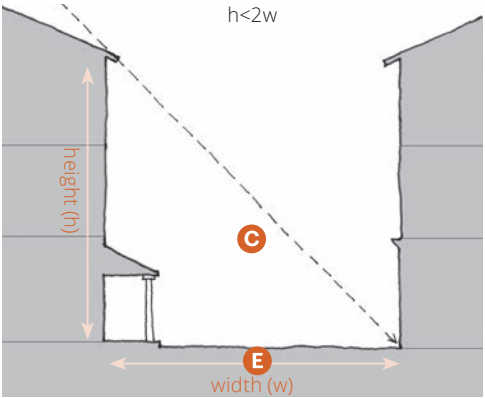
B. Size		
Width, Clear	15' min.	A
Depth, Clear	15' min.	B
Ratio, Height to Width	2:1 max.	C
Height from Sidewalk	12" max. above sidewalk	D
Gallery frontages, awnings, balconies and porches may encroach into forecourt on all sides.	Max. 1/2 width of forecourt	E

**C. Miscellaneous**

May be utilized to group several entries at a common elevation in compliance with the zones' ground floor finish level standards.

The proportions and orientation of a Forecourt shall be in compliance with the diagram below for solar orientation and user comfort.

Ramps are required to be integrated along the side of the building to connect with the Forecourt.





## 6.09 Shopfront



Example of Shopfronts.



Example of a Shopfront.

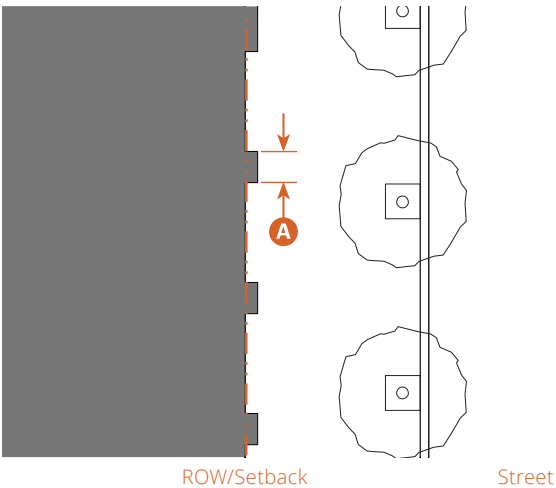
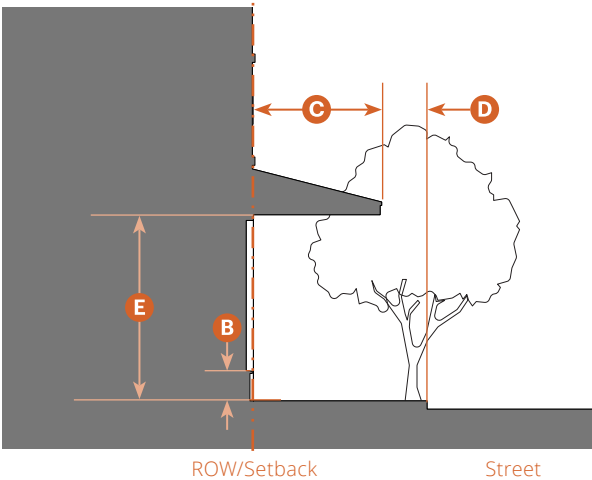


Example of a Shopfront.

### A. Description

The main facade of the building is at or near the front design site line with at-grade entrance from the sidewalk. The type is intended for service, retail, or restaurant use and includes substantial glazing between the Shopfront base and the ground floor ceiling and may include an awning that overlaps the sidewalk.

General Note: Photos on this page are illustrative, not regulatory.



**Key**  
- - - - - ROW / Design Site Line      - - - - - Setback Line

B. Size		
Distance between Glazing	2' max.	A
Ground Floor Glazing between Sidewalk and Finished Ceiling Height	75% min.	
Depth of Recessed Entries	5' max.	
Shopfront Base	6" min.; 24" max.	B
C. Awning		
Depth	5' min.	C
Setback from Curb	2' min.	D
Height, Clear	8' min.	E

**D. Miscellaneous**

Residential types of windows are not allowed.

Rounded and hooped awning are not allowed.

Decorative accordion-style doors/windows or other operable windows that allow the space to open to the street.

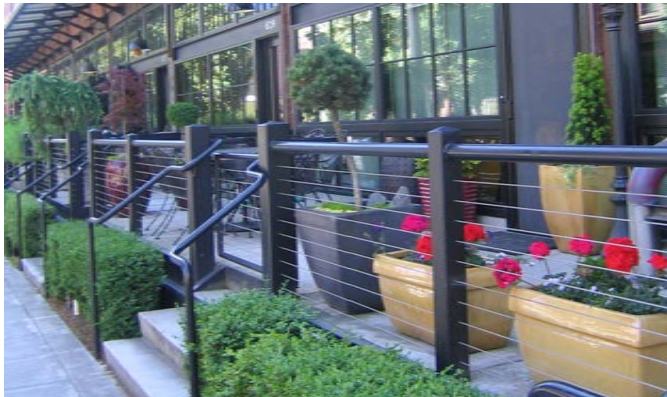
Ramps are required to be integrated along the side of the building to connect with the Shopfront.



## 6.10 Terrace



*Example of a Terrace with low-wall seating.*



*Example of a Terrace.*

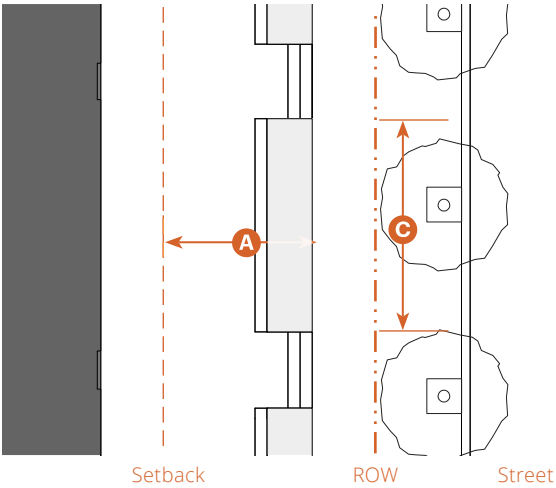
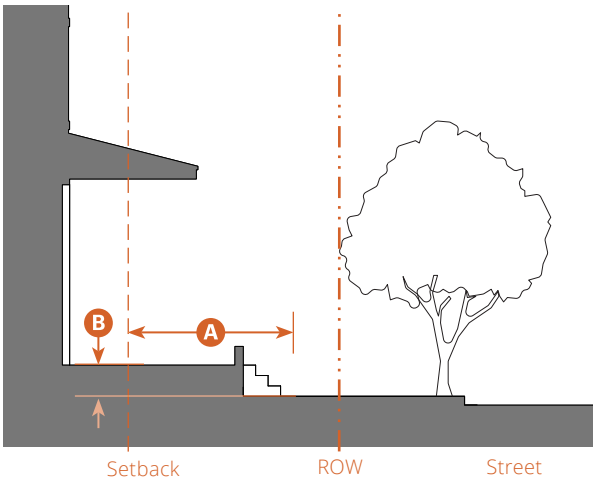


*Example of a residential Terrace along a courtyard.*

### A. Description

The main facade is at or near the front design site line with steps leading to an elevated area providing pedestrian circulation along the facade. The type is used for retail, service or office uses or having to provide outdoor areas along the sidewalk and housing or to accommodate an existing or intended grade change.

*General Note: Photos on this page are illustrative, not regulatory.*



**Key**  
- - - - - ROW / Design Site Line      - - - - - Setback Line

B. Size		
Depth of Terrace	8' min. residential 12' min. non-residential	A
Finish Level above Sidewalk	24" max.	B
Distance between Stairs	25' max.	C

**C. Miscellaneous**

These standards may be used in combination with another frontage type, such as the Shopfront Frontage Type.

May be utilized to group several entries at a common elevation in compliance with the zones' ground floor finish level standards.

Ramps are required to be integrated along the side of the building to connect with the Terrace.



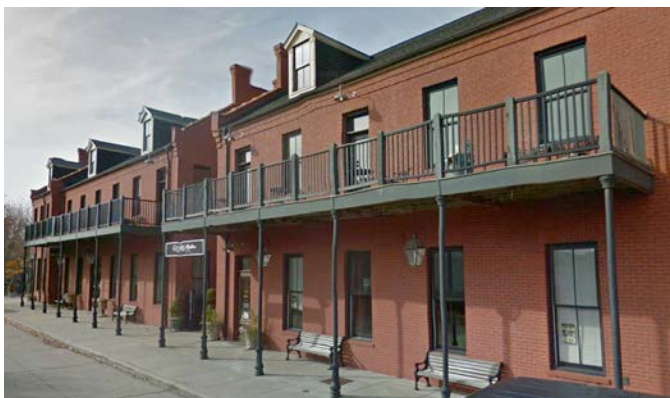
## 6.11 Gallery



*A deep one-story Gallery providing covered outdoor dining.*



*Example of a Gallery with shopfronts.*



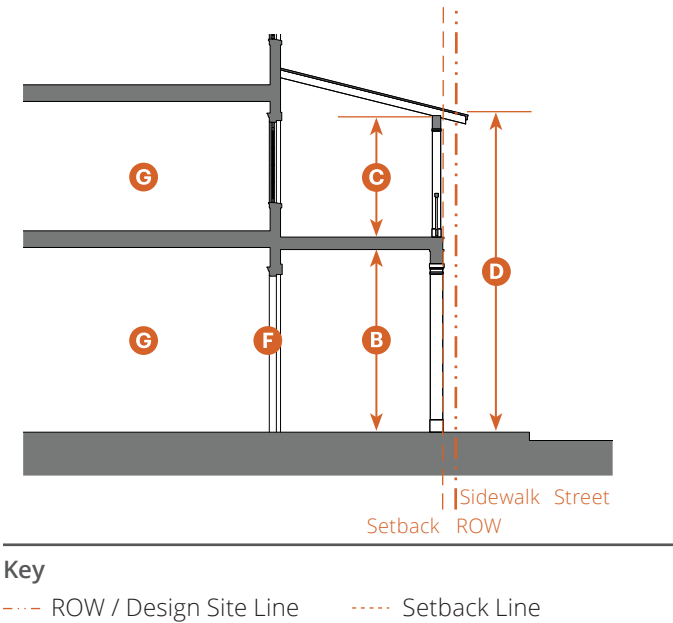
*A two-story Gallery with an uncovered second story.*

### A. Description

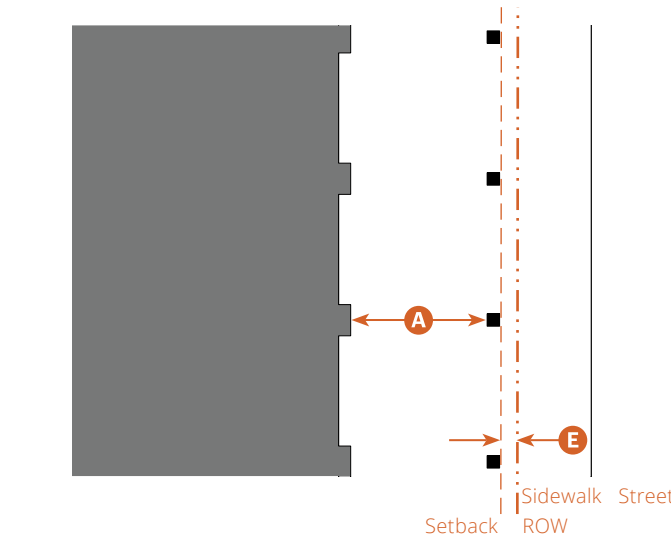
The main facade of the building is setback from the front design site line and an at-grade covered structure, typically articulated with colonnade or arches, overlaps the sidewalk. The type may be one or two stories. When used in nonresidential settings, the Shopfront Type is included; when used in residential settings, Stoops, Dooryards, and Forecourts may be included as allowed by the zone.

*General Note: Photos on this page are illustrative, not regulatory.*





B. Size		
Depth, Clear	8' min.	A
Ground Floor Height, Clear	12' min.	B
Upper Floor Height, Clear	9' min.	C
Height	2 stories max.	D
Gallery Setback from Public ROW	18" min. (clear)	E



C. Miscellaneous	
Galleries shall also follow the standards for the Shopfront Frontage Type.	F
Habitable space	G
Galleries shall have a consistent depth.	
Galleries are allowed to project over the sidewalk in the public right-of-way.	
The second story of the Gallery may be covered.	
Ramps are required to be integrated along the side of the building to connect with the Gallery.	

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# Chapter 7: Large Site Standards

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## Sections:

7.01	Purpose
7.02	General to Walkable Community Design
7.03	Walkable Neighborhood Plan
7.04	General to Civic Space
7.05	General to Streets
7.06	Thoroughfare Standards

---

## 7.01 Purpose

This Chapter establishes standards to create walkable neighborhoods.

1. Development subject to this Chapter is required to create and reinforce walkable neighborhoods with a mix of housing, civic, retail and service uses within a compact, walkable, and transit-friendly environment.
2. Developments in compliance with this Section shall achieve the following goals:
  - A. Improve the built environment and human habitat;
  - B. Promote development patterns that support safe, effective, and multi-modal transportation options, including auto, pedestrian, bicycle, and transit;
  - C. Reduce vehicle traffic and support transit by providing for a mixture of land uses, highly interconnected block and street network, and compact community form;
  - D. Generate or reinforce neighborhoods with a variety of housing types to serve the needs of a diverse population;
  - E. Promote the health benefits of walkable environments;
  - F. Generate pedestrian-oriented and scaled neighborhoods where the automobile is accommodated but does not dominate the streetscapes;
  - G. Reinforce the unique identity of Citrus Heights and build upon the local context, climate, and history; and
  - H. Realize development based on the patterns of existing walkable neighborhoods.

## 7.02 General to Walkable Community Design

1. Design sites of at least two acres or at least 700 feet of street frontage on one side shall be designed per the following standards. The overall process of organizing a design site per the standards of this Section is provided in Figure 1 (Walkable Neighborhood Plan Process Overview).
  - A. **Walkable Neighborhood Plan (WNP).** Proposed development is required to include a Walkable Neighborhood Plan (WNP) in compliance with this Subsection that identifies the proposed and existing blocks, civic and open spaces, and streets within 1,500 linear feet of the proposed development.
  - B. WNP shall include the information required in Section 7.03 (Walkable Neighborhood Plan).
2. **Streets.** Streets are to be applied to create walkable neighborhoods with redundant routes for vehicular, bicycle and pedestrian circulation.
  - A. Streets are required to meet the standards in Section 7.05 (General to Streets) or Citrus Heights Municipal Code Chapter 22.110 (Design and Improvement Standards).
  - B. The WNP shall identify the proposed street and block network.
  - C. Streets that pass from one zone to another may transition in their streetscape along the street's edges. For example, while a street within a more intense zone (e.g., T4 Main Street) with retail shops may have wide sidewalks with trees in grates, it may transition to a narrower sidewalk with a planting strip within a less intense zone (e.g., T4 Neighborhood) with lower intensity residential building types.
3. **Alleys.**
  - A. Existing alleys may be removed if street access is provided to the design sites on those blocks in compliance with the access standards of the zone.
  - B. Alleys may be added in compliance with Section 7.05 (General to Streets) or Citrus Heights Municipal Code Chapter 22.110 (Design and Improvement Standards) and in compliance with Table A (Block Size Standards).
  - C. Design sites adjoining an alley may be reduced in depth by up to 10 feet of the required depth.
4. **External Connectivity.**
  - A. The arrangement of streets shall provide for the alignment and continuation of existing or proposed streets into adjoining lands where the adjoining lands are undeveloped and intended for future development, or where the adjoining lands are undeveloped and include opportunities for such connections.
  - B. Street rights-of-way shall be extended to or along adjoining property boundaries to provide a roadway connection or street stub for development, in compliance with Table A (Block Size Standards), for each direction (north, south, east, and west) in which development abuts vacant land.
  - C. Right-of-way stubs shall be identified and include a notation that all stubs are to connect with future streets on adjoining property and be designed to transition in compliance with Section 7.05 (General to Streets) or Citrus Heights Municipal Code Chapter 22.110 (Design and Improvement Standards).
  - D. New dead-end streets and cul-de-sacs are not allowed.

Figure 7.02.1: Walkable Neighborhood Plan Process Overview



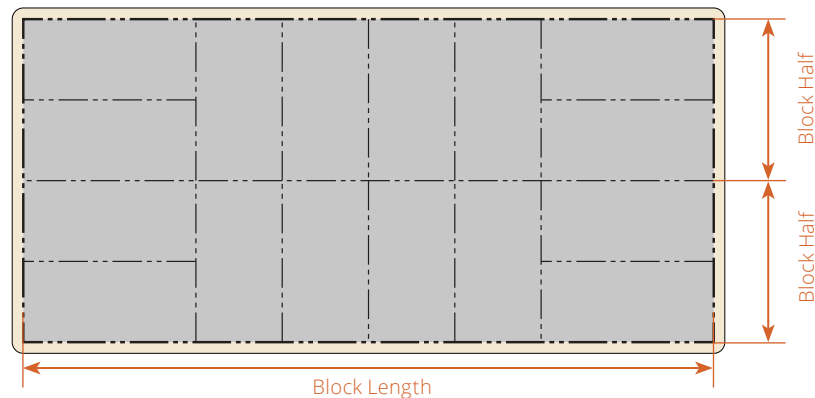
### 5. Block Size.

- A. Individual block lengths and the total block perimeter shall be in compliance with the standards in Table A (Block Size Standards).
- B. If a block contains multiple zones, the most intense zone is to be used to establish the standards for block size.
- C. Blocks shall be a minimum width to result in two halves of developable design sites in compliance with the design site depth standards for the allowed building types in the zone. A single half is allowed when adjoining an existing half-block.
- D. Blocks may be shaped uniquely in compliance with the standards in Table A (Block Size Standards).
- E. Blocks may exceed the maximum allowed length if a passage is included, in compliance with Subsection 7.04.10 (Passage).

Table 7.02.A: Block Size Standards				
Zone	Length (max.)	Length (max.) With Passage <sup>1</sup>	Perimeter Length	Perimeter Length With Passage <sup>1</sup>
T4N	360' max.	600' max.	1,440' max.	1,950' max.
T4MS	360' max.	500' max.	1,440' max.	1,750' max.

<sup>1</sup> In compliance with the standards for a Passage in Subsection 7.04.10 (Passage)

**Figure 7.02.2 Block Size**



#### Key

--- Block Perimeter

--- Design Site

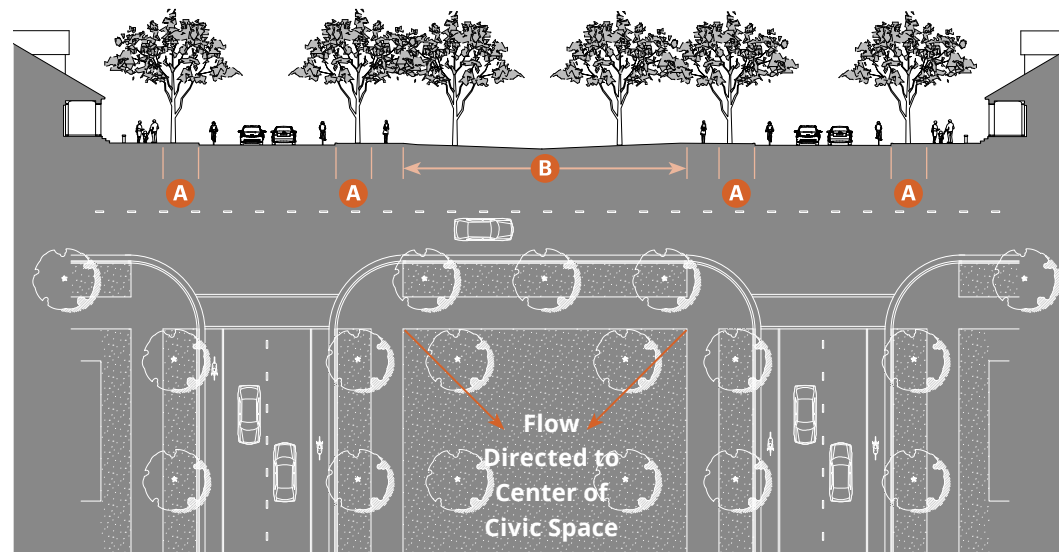


## 6. Stormwater Management.




### A. Integrated Design.

- (1) Stormwater management is required through a system that is integral to the streetscapes and/or the civic and open space(s) in the development.
- (2) The WNP shall identify the area(s) being proposed for managing stormwater. These areas are required to be a combination of the following:
  - (a) Swale within a planted median;
  - (b) Swale within a continuous tree planter adjacent to the travel lane;
  - (c) Pond or other water body; and/or
  - (d) Areas within an allowed civic space type.
- (3) The area(s) used for stormwater management is to be designed as a visual feature for the neighborhood(s) and be accessible to the public.
- (4) The stormwater management area(s) may connect with those of adjacent development(s).

**Figure 7.02.3 Stormwater Management Diagram**



#### Key

-  Potential Area for Stormwater Management
-  Planted Swale
-  Civic Space Graded to also Accommodate Stormwater

- B. **Allocation of Zones.** The WNP shall identify and map the proposed zones on the proposed blocks and any existing blocks in the development in compliance with the regulating plan.
- C. **Organization of Zones.** Zones shall be organized and mapped in a manner that responds appropriately to the various design site conditions. When applying or amending zone boundaries, more intense zones shall be organized around a neighborhood main street, civic space/open space, transit stop, or civic building locations suitable for greater intensities.
- D. **Transition between Zones.** When making adjustments to a block(s), transitions between zones shall occur within the block or across alleys.

---

**7.03 Walkable Neighborhood Plan****1. Walkable Neighborhood Plan (WNP) Standards.****A. Organization.** Each WNP is required to:

- (1) Identify the zone(s), civic space(s), street and block network; and
- (2) Be in compliance with the design standards of Section 7.02 (General to Walkable Community Design).

**B. Design.** Each WNP shall be designed to suit specific topographical, environmental, design site layout, and design constraints unique to the design site.**2. Required Content.****A. General**

- (1) Only the zones in Chapter 2 (Zones) are to be used for the WNP.
- (2) Each WNP shall include the following information:
  - (a) Design site boundaries of the proposed development;
  - (b) Existing and proposed blocks within 1,500 linear feet of the design site boundaries;
  - (e) Open space not to be developed (if any); and
  - (c) Civic space, in compliance with 7.04 (General to Civic Space).

**B. Illustrative Plan**

- (1) Identify the proposed physical character of the WNP on an Illustrative Plan showing the proposed building and frontage types on each block in plan view and the proposed trees and landscaping along streets and in civic space types.
- (2) As individual needs of a development may change over time, the building types specified in the WNP may be substituted with other building types allowed by the zone in compliance with the zone's standards.

**3. Required Mix of Building Types and Frontage Types.**

- A. Except in the T4MS zone, each WNP shall maintain a mix of at least two different building types and two different frontage types within each block, using only the types allowed in the zone(s).
- B. The WNP shall show dimensioned block depths for both halves of each block to demonstrate compliance with the minimum design site depth required for the building types in each zone.
- C. When the zone has a range of minimum design site depths for different building types, the applicant may choose to show the shortest minimum design site depth with an acknowledgement that the selected depth may not accommodate the full range of building types allowed by the zone.

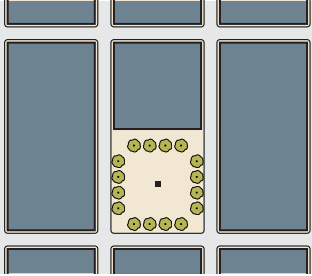
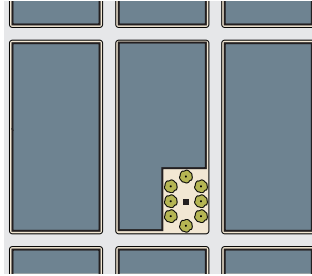
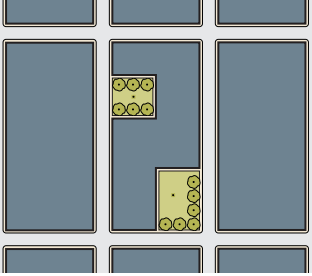
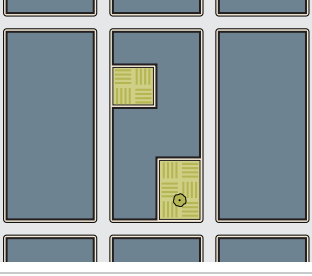
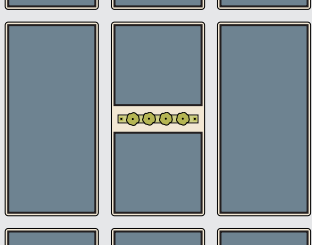
**4. Final WNP.** After approval of the WNP, the WNP shall be updated to reflect all approved adjustments.

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## 7.04 General to Civic Space

1. The WNP shall identify open spaces and civic space types in compliance with the following requirements and the standards of Table A (Civic Space Types Overview).
2. Public access and visibility is required along public parks, natural open spaces, and civic uses, including creeks and drainages and stormwater management areas and shall be fronted by:
  - A. Single-loaded frontage streets (those with development on one side and open space on the other);
  - B. Bike and pedestrian paths; or
  - C. Other methods of frontage that provide similar access and visibility to the open space allowed in the zone. Such access may be provided through public easements or other similar methods.
3. **Amount of Civic Space Required.** As required by Citrus Heights Municipal Code Chapter 22.40 (Park and Recreation Dedication and Fees), development design sites are required to set aside a minimum area of the design site as civic space. One or more civic spaces may be used to meet the required area.
4. **Building Frontage Along or Adjacent to a Civic Space.** The facades on building design sites attached to or across a street from a civic space shall be designed as a "front" on to the civic space, in compliance with Subsection E and Subsection H of the zone.
5. **Civic Space Types Overview.** This Subsection identifies the allowed civic space types and standards for improvements to existing civic spaces and for construction of new civic spaces. For each civic space type, Subsection A and Subsection C are regulatory, and Subsection B and Subsection D are non-regulatory. Allowed civic space types are identified in Table A (Civic Space Types Overview).

Table 7.04.A: Civic Space Types Overview

Civic Space Type		T4N	T4MS
	<p><b>Plaza (7.04.08).</b> A community-wide focal point primarily for civic purposes and commercial activities.</p> <p>Service Area: Multiple neighborhoods</p>	-	A
	<p><b>Pocket Park/Plaza (7.04.09).</b> A small-scale space, serving the immediate neighborhood, available for informal activities in close proximity to neighborhood residences, and civic purposes, intended as intimate spaces for seating or dining.</p> <p>Service Area: Within a neighborhood</p>	A	A
	<p><b>Playground (7.04.9).</b> A small-scale space designed and equipped for the recreation of children. These spaces serve as quiet, places protected from the street and typically in locations where children do not have to cross any major streets. An open shelter, play structures, or interactive art and fountains may be included. Playgrounds may be included within all other civic space types.</p> <p>Service Area: Within a neighborhood</p>	A	-
	<p><b>Community Garden (7.04.10).</b> A small-scale space designed as a grouping of garden plots available for small-scale cultivation. Community gardens may be fenced and may include a small accessory structure for storage. Community Gardens may be included within all other civic space types except Playgrounds.</p> <p>Service Area: Within a neighborhood</p>	A	-
	<p><b>Passage (7.04.11).</b> A pedestrian pathway that extends from the public sidewalk into a civic space and/or across the block to another public sidewalk. The pathway is lined by non-residential shopfronts and/or residential ground floors and pedestrian entries as required by the zone.</p> <p>Service Area: Within a neighborhood</p>	A	A

## Key

A = Allowed

- = Not Allowed

Figure 7.04.6: Plaza

**A. Description**

A community-wide focal point primarily for civic purposes and commercial activities.

**B. General Character**

Formal, urban

Hardscaped and planted areas in formal patterns

Spatially defined by buildings and tree-lined streets

**C. Size and Location**

Size 100' x 100' min.

Street required one of the Plaza's sides

Facades on design sites attached to or across a street shall "front" on to the Plaza

**D. Typical Uses**

Civic uses

Commercial uses in support of civic uses

Passive recreation

Accessory Uses < 1,500 gsf



Figure 7.04.7: Pocket Park/Plaza



A. Description

A small-scale space, serving the immediate neighborhood, available for informal activities in close proximity to neighborhood residences, and civic purposes, intended as intimate spaces for seating or dining.

B. General Character

- Informal or formal, with integral stormwater management capacity
- Combination of planted areas and hardscape
- Spatially defined by building frontages and adjacent street trees
- Walkways along edges or across space

C. Size and Location

- Size 50' x 100' min.
- Facades on design sites attached to or across a street shall "front" on to the Plaza

D. Typical Uses

- Civic activity
- Passive recreation, outdoor seating

**Figure 7.04.8: Playground****A. Description**

A small-scale space designed and equipped for the recreation of children. These spaces serve as quiet, places protected from the street and typically in locations where children do not have to cross any major streets. An open shelter, play structures, or interactive art may be included. Playgrounds may be included within all other civic space types.

**B. General Character**

Play structure and/or interactive art

Shade and seating provided

May be fenced

Spatially defined by trees

**C. Size and Location**

Size 40' x 60' min.

**D. Typical Uses**

Active and passive recreation

Casual seating



Figure 7.04.9: Community Garden



A. Description

A small-scale space designed as a grouping of garden plots available for small-scale cultivation. Community gardens may be fenced and may include a small accessory structure for storage. Community Gardens may be included within all other civic space types except Playgrounds.

B. General Character

- Informal or Formal, urban
- Combination of planted areas and hardscape
- Spatially defined by building frontages and adjacent street trees
- Walkways along edges or across space

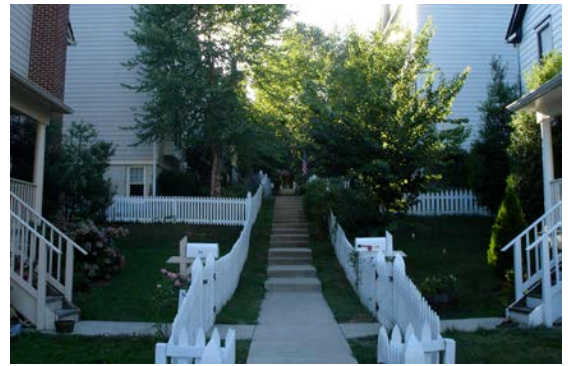
C. Size and Location

Size No minimum; within any design site as allowed by the zone

D. Typical Uses

- Food production
- Passive recreation

Figure 7.04.10: Passage

**A. Description**

A pedestrian pathway that extends from the public sidewalk into a civic space and/or across the block to another public sidewalk. The pathway is lined by non-residential shopfronts and/or residential ground floors and pedestrian entries as required by the zone.

**B. General Character**

Formal, urban

No accessory structure(s)

Primarily hardscape with landscape accents

Spatially defined by building frontages

Trees and shrubs in containers and/or planters

**C. Size and Location**

Size 15' min. clear width between or through buildings

Dooryards, porches, patios, and sidewalk dining shall not encroach into the minimum required width.

**D. Typical Uses**

Civic and Commercial activity as allowed by the zone

Ground floor residential as allowed by the zone


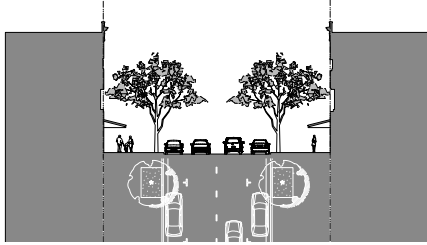
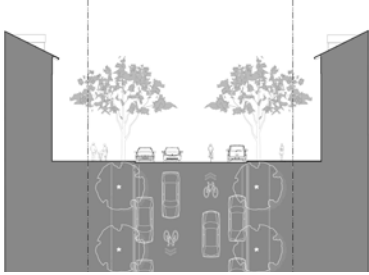
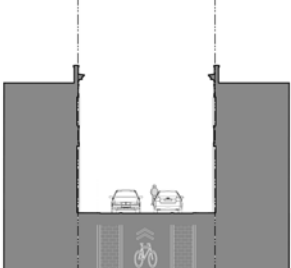
## 7.05 General to Streets

1. This Section provides the standards for applying new streets. This Section supplements Citrus Heights Municipal Code Chapter 22.110 (Design and Improvement Standards). Where these standards conflict with Citrus Heights' Standard Plans and Specifications, the standards of this Section prevail.
2. Each pre-approved street type in Table 7.06.A (Thoroughfare Type Overview) provides the standards for application in the zones established by this ODDS.
3. The individual standards of each type in this Section may be adjusted administratively by the General Services Director in coordination with the Community Development Director ("Directors") through the procedures identified in Section 1.05 (Permits and Procedures).

## 7.06 Thoroughfare Standards

1. **Purpose.** The provisions of this Section are intended to accomplish the following:
  - A. Provide a range of thoroughfare types to support the intended physical character of each zone.
  - B. Provide only thoroughfares that are multi-modal and interconnected in a network that disperses vehicular traffic with multiple routes to destinations.
2. **Complete Streets.** Each improvement to existing streets and the design of new streets is required to be reviewed by the City to ensure compliance with the following:
  - A. Multi-Modal. Each street serves all users by balancing the needs of automobiles, transit, and service vehicles with those of pedestrians and cyclists. This is done in different ways depending upon the situation and ultimately intended to provide many options for moving throughout the City.
  - B. Context Sensitive. Each street is designed to accommodate the different users while working with the existing or intended physical context of the area to enhance the appeal of adjacent real estate.
3. **Thoroughfare Types.** This Section identifies the allowed thoroughfare types consistent with the intended physical character of each zone.
  - A. The individual standards of each thoroughfare type in this Section may be adjusted administratively by the Director. In considering adjustments, the General Services Director and the Community Development Director services shall make the following findings. The proposed adjustment:
    - (1) Supports the intended physical character of the zone(s).
    - (2) Maintains multiple modes of transportation (transit, pedestrian, bicycles, automobiles).
    - (3) Maintains sidewalks at least six feet wide.
    - (4) Maintains on-street parking for a majority of each block face.
    - (5) Maintains regularly spaced street trees.

Table 7.06.A: Thoroughfare Types Overview

Thoroughfare Type		T4N	T4MS
	<b>Main Street Diagonal Parking (7.06.1).</b> Two 10' travel lanes, sharrows, angled or back-in angled parking on both sides, and minimum 12' sidewalks combined with tree wells.	-	A
	<b>Main Street Parallel Parking (7.06.2).</b> Two 10' travel lanes, 8' parking lanes, and minimum 20' sidewalks combined with tree wells and street furniture.	-	A
	<b>Neighborhood Street (7.06.3).</b> Two 10' travel lanes, sharrows, 8' on-street parking lanes, and minimum 6' sidewalks with 6' planting strips.	A	-
	<b>Alley (7.06.4).</b> One shared 20' travel lane with mountable shoulders and landscaping.	A	A

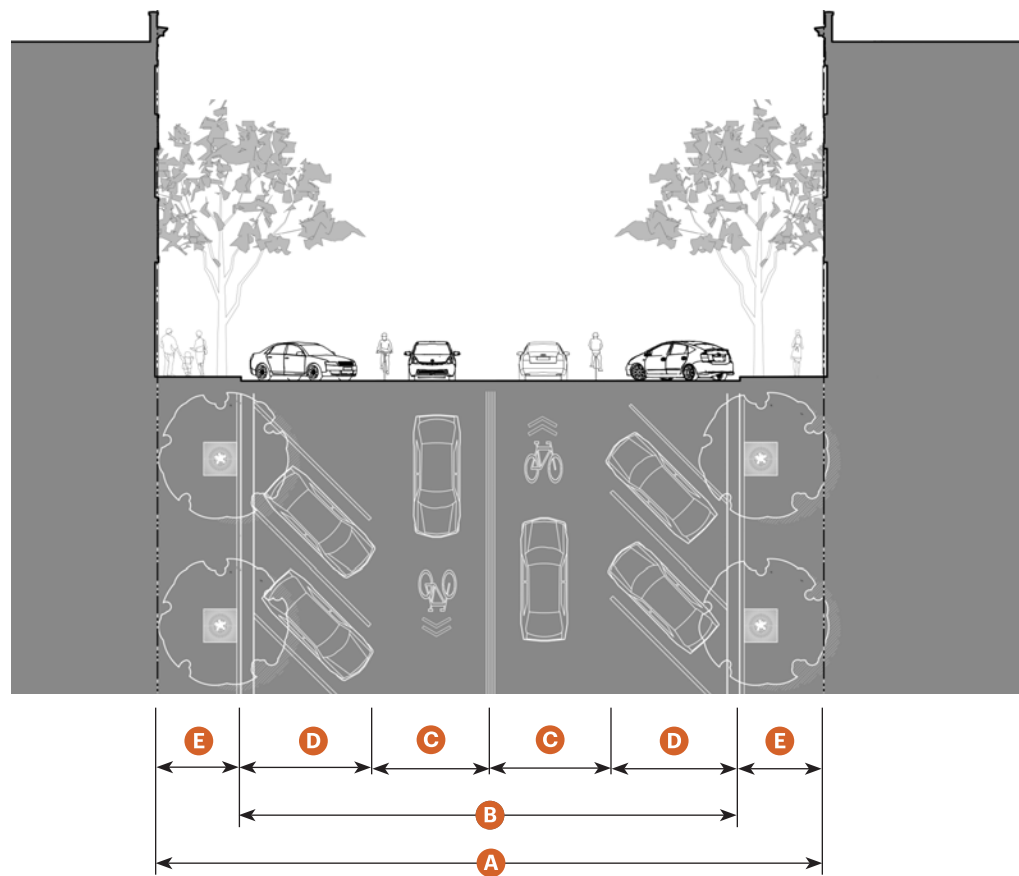
## Key

A = Allowed

- = Not Allowed



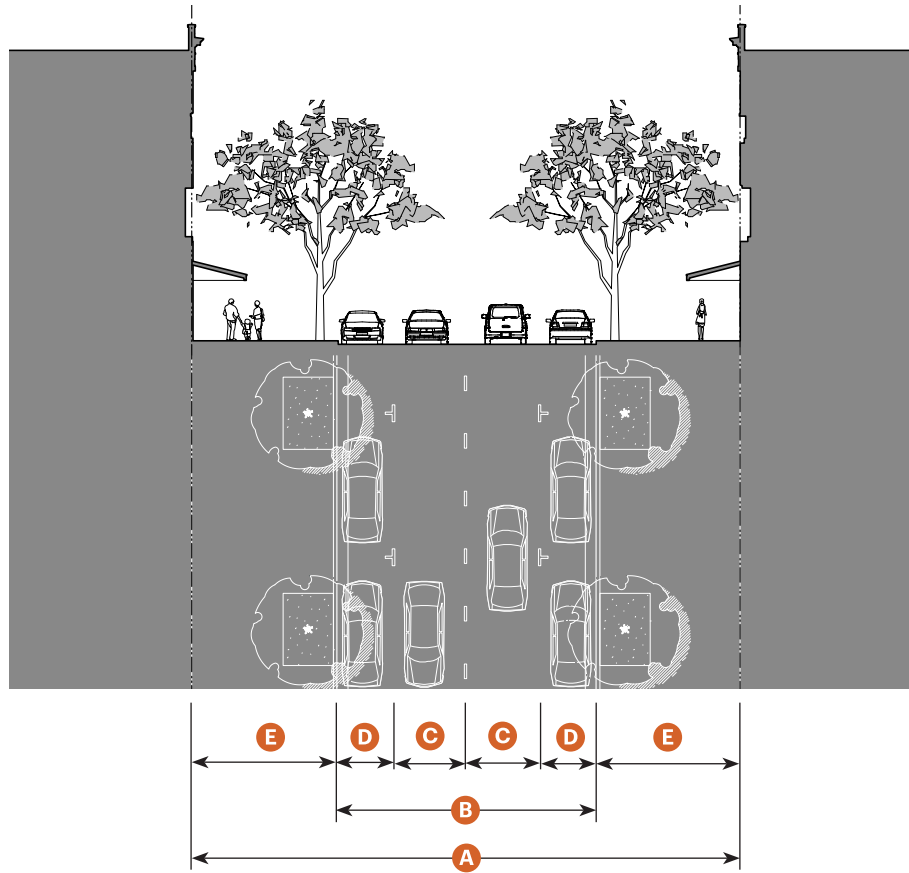
Figure 7.06.1: Main Street Diagonal Parking



A. Application	
Movement Type	Slow
Design Speed	15 mph
B. Overall Widths	
ROW Width	86' <b>A</b>
Pavement Width	62' <b>B</b>

C. Lane Assembly		
Traffic Lanes	2 @ 10'	<b>C</b>
Bicycle Lanes	Sharrow	
Parking Lanes	2 @ 22' angled or back-in angled parking	<b>D</b>
Median/Turn Pocket	None	
D. Public Frontage Assembly		
Drainage Collection Type	Curb and gutter	
Planter Type	4' x 4' tree wells w/ grates	
Landscape Type	Trees at 30' o.c. avg.	
Walkway Type	12' min. sidewalk	<b>E</b>
Curb Type	Flush	

Figure 7.06.2: Main Street Parallel Parking

**1. Application**

Movement Type	Slow
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**2. Overall Widths**

ROW Width	80'	<b>A</b>
Pavement Width	36'	<b>B</b>

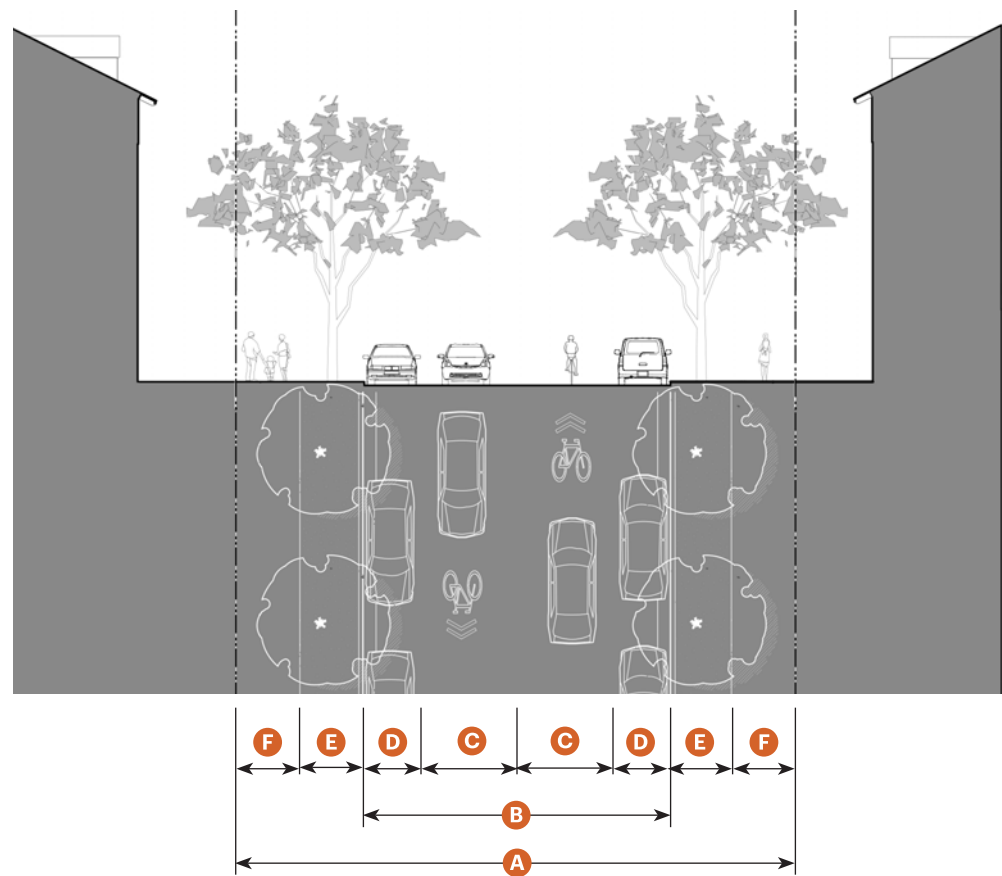
**3. Lane Assembly**

Traffic Lanes	2 @ 10'	<b>C</b>
Bicycle Lanes	None	
Parking Lanes	2 @ 8', marked	<b>D</b>
Median/Turn Pocket	None	

**4. Public Frontage Assembly**

Drainage Collection Type	Curb and gutter	
Planter Type	7' x 10' tree well	
Landscape Type	Trees at 30' o.c. avg.	
Walkway Type	20' min. sidewalk	<b>E</b>
Curb Type	Raised	

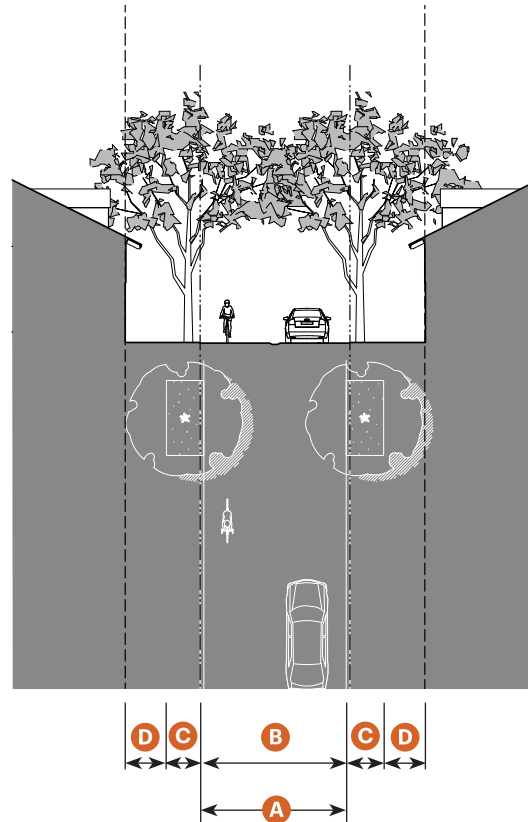
Figure 7.06.3: Neighborhood Street



A. Application		
Movement Type	Slow	
Design Speed	25 mph	
B. Overall Widths		
ROW Width	60'	A
Pavement Width	36'	B

C. Lane Assembly		
Traffic Lanes	2 @ 10'	C
Bicycle Lanes	Sharrow	
Parking Lanes	2 @ 8', marked	D
Median/Turn Pocket	None	
D. Public Frontage Assembly		
Drainage Collection Type	Curb and gutter	
Planter Type	6' min. continuous planter	E
Landscape Type	Trees at 30' o.c.	
Walkway Type	6' min. sidewalk	F
Curb Type	Raised	

Figure 7.06.4: Alley

**1. Application**

Movement Type Yield

**2. Overall Widths**

Alley Width 20' **A**

Pavement Width 20' **B**

A chamfered corner of 5' is required where two alleys connect.

Garage doors shall be setback min. 3' from ROW; max. 5'

Pedestrians share 20' section with vehicles and bicycles.

**3. Lane Assembly**

Traffic Lanes 1 @ 20' **B**

Bicycle Lanes None

Parking Lanes None

Median/Turn Pocket None

**4. Public Frontage Assembly**

Drainage Collection Type Valley gutter

Planter Type Planter min. 5' x 10' **C**  
between driveways

Landscape Type Trees at 50' o.c. avg.

Walkway Type None

Curb Type Rolled or flush

# Chapter 8: Definitions and Procedures

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## Sections:

8.01	Purpose
8.02	Definitions
8.03	Adjustments
8.04	Measurement Methods

---

## 8.01 Purpose

This Chapter provides definitions for specialized terms and phrases used in this ODDS. All other applicable definitions in Citrus Heights Municipal Code Chapter 106.80 (Definitions) apply.

This Chapter also provides procedural standards for administrative adjustments to the standards of this ODDS.

This Chapter also includes information regarding the methods and measurements for Facade Zone and Highest Top Plate. For other measurement methods, refer to Citrus Heights Municipal Code Chapter 106 (Zoning).

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## 8.02 Definitions

### A. Definitions

**Alley.** A public or private way to be used primarily for vehicular access to the back or side of a design site of real property that otherwise abuts a street.

### B. Definitions

**Block.** An area of land separated from other areas by adjacent streets, railroads, rights of-way, public areas or the subdivision boundary.

**Block Length.** The horizontal distance from the right-of-way on one end of the block to right-of-way on the other end along the same street.

**Block Perimeter.** The aggregate of all sides of a block bounded by the abutting rights-of-way.

**Building Entrance.** A point of pedestrian ingress and egress to the front of a building along the sidewalk of the street immediately adjacent to the building.

**Building Form.** The overall shape and dimensions of a building.

**Building Type.** A structure defined by its combination of configuration, disposition and function.

**Build-to Line (BTL).** A line parallel to a design site line or right-of-way where a building facade shall be placed.

#### C. Definitions

**Civic Space.** An outdoor area dedicated for public gathering and civic activities. See Table 7.04.A (Civic Space Types Overview).

**Common Open Space.** An entry court, forecourt, courtyard or other on-site open space shared by multiple residential units or non-residential units.

**Corner Element.** A physical distinction in a building at the corner of two streets or a street and public space. The physical distinction is from the ground floor through the top of the facade.

**Courtyard.** An unroofed area that is completely or partially enclosed by walls or buildings on at least two sides and often shared by multiple residential units or non-residential suites.

**Courtyard Building.** See Section 4.07 (Courtyard Building).

#### D. Definitions

**Depth, Ground-Floor Space.** The distance from the street-facing facade to the rear interior wall of the ground-floor space available to an allowed use.

**Design Site.** A portion of land separate from others and delineated or described as a single integral unit on a subdivision map or by other map approved under the Act.

**Design Site, Width and Depth.** Design site width is the shorter average horizontal dimension, generally perpendicular to the longer average horizontal dimension, which is the depth.

**Dooryard.** See Section 6.06 (Dooryard).

**Duplex Stacked.** See Section 4.04 (Duplex Stacked).

#### E. Definitions

**Entry.** An opening, including but not limited to a door, passage, or gate, that allows access to a building.

#### F. Definitions

**Facade.** The exterior wall of a building adjacent to a street, the front or side along a private street, or civic space. See "Building Facade".

**Facade Zone.** The area between the minimum and maximum setback lines along the front of a design site and along the side street of a corner design site where the building facade is required to be placed. The zone standards identify the minimum amount of facade to be placed in the facade zone. See Subsection 8.03.1 (Building within Facade Zone)

**Footprint.** The outline of the area of ground covered by the foundations of a building or structure.

**Forecourt.** See Section 6.08 (Forecourt).

**Fourplex.** See Section 4.05 (Triplex/Fourplex).

**Frontage.** A strip or extent of land abutting a thoroughfare, civic space or other public right-of-way.

1. **Frontage, Private.** The area between the building facade and the shared design site line between the public right-of-way and the design site.

2. **Frontage, Public.** The area between the curb of the vehicular lanes and the edge of the right-of-way.



**Frontage Type.** Physical element(s) configured to connect the building facade to the back of the sidewalk abutting a street or public open space.

**G. Definitions**

**Gallery.** See Section 6.11 (Gallery).

**General Plan.** Citrus Heights General Plan, including all its elements and all amendments, as adopted by the City Council and referred to in ODDS as the "General Plan."

**Ground Floor Ceiling Height.** Height from finished floor to finished ceiling of primary rooms on the ground floor, not including secondary rooms including but not limited to bathrooms, closets, utility rooms and storage spaces.

**H. Definitions**

**Height.** See Subsection 8.03.2 (Measuring Highest Eave/Top of Parapet)

**I. Definitions**

*No specialized terms beginning with the letter Y are defined at this time.*

**J. Definitions**

*No specialized terms beginning with the letter Y are defined at this time.*

**K. Definitions**

*No specialized terms beginning with the letter Y are defined at this time.*

**L. Definitions**

**Live/Work.** A unit that combines and accommodate both residential and the place of business for the resident(s) of the unit. Typically characterized with having the "work" function at the ground level and the "live" function on upper levels.

**M. Definitions**

**Main Body.** The primary massing of a primary building.

**Main Facade.** The front façade of a building.

**Massing.** The overall shape or arrangement of the bulk or volume of a building and structures.

**Mixed-Use.** Multiple functions within the same building or the same general area through superimposition or within the same area through adjacency.

**Multiplex.** See Section 4.06 (Multiplex).

**N. Definitions**

*No specialized terms beginning with the letter Y are defined at this time.*

**O. Definitions**

**Open Space.** See "Civic Space."

**Open Sub-Zone.** A sub-zone within a zone that allows for a greater range of land uses without relaxing the zone's building form standards.

**P. Definitions**

**Passive Recreation.** See "Recreation, Passive."

**Porch.** A covered shelter projecting in front of the entrance of a building.

1. **Porch, Engaged.** See Section 6.04 (Porch Engaged).
2. **Porch, Projecting.** See Section 6.05 (Porch Projecting).

**Private Open Space.** The area required for each unit provided as outdoor yard areas, patios, decks, and balconies, but excluding stairs, entrance decks, and/or landings. Does not include required setbacks.

**Q. Definitions**

*No specialized terms beginning with the letter Y are defined at this time.*

**R. Definitions**

**Recessed Entry.** An entrance to a building that is set back from the facade of the building.

**Recreation, Active.** Recreational pursuits usually performed with others and often requiring equipment which required physical alteration to the area in which they are performed. Such areas are intensively used, and include but are not limited to playgrounds, sport courts, baseball/softball and other field sports, and swimming pools.

**Recreation, Passive.** Recreational pursuits involving existing natural resources which can be carried out with little alteration or disruption to the area in which they are performed. This includes, but is not limited to, such activities as walking, hiking, bicycling, bird and animal watching, and picnicking.

**Regulating Plan.** A map that identifies the zoning and standards to be applied to specific locations.

**S. Definitions**

**Shopfront.** See Section 6.09 (Shopfront).

**Stacked Flats.** See Section 4.10 (Stacked Flats).

**Stoop.** See Section 6.07 (Stoop).

**Street, Front.** Street located along the front design site line of a parcel.

**Street, Side.** Street located along a design site line of a parcel that is not along the front design site line.

**Street Frontage.** The lineal length of that portion of a design site abutting a street.

**T. Definitions**

**Terrace.** See Section 6.10 (Terrace).

**Thoroughfares.** A way for use by vehicular, pedestrian, and bicycle traffic that provides access to design sites and open spaces, and that incorporates vehicular lanes and public frontages.

**Townhouse.** See Section 4.08 (Townhouse).

**Transect.** A cross-section of the environment showing a range of different habitats. The Natural-to-Urban Transect of the human environment is divided into multiple transect zones that describe the physical form and character of a place according to the intensity of its land use and urbanism.

**Transect Zone.** One of several areas on the regulating plan.

**Triplex.** See Section 4.05 (Triplex/Fourplex).

**U. Definitions**

**Usable Open Space.** Common or private open space, excluding the following:

1. Required front setbacks;
2. Areas devoted to parking, driveways, and maneuvering areas;
3. Open space at grade less than 10 feet in its minimum dimension; and
4. Patios, balconies, or decks less than 7 feet in their minimum dimension.

**V. Definitions**

**Walkable Neighborhood Plan (WNP).** A development plan for creating and reinforcing Walkable Urban environments with a mix of housing, civic, retail and service choices within a compact, walkable, and transit-ready environment. See Section 7.02 (General to Walkable Community Design).

**Walkable/ Walkability.** The condition when an area is highly interconnected to other areas and appeals to pedestrians for recreational walking or for walking to work, transit, errands, shopping, or restaurants.

**W. Definitions**

*No specialized terms beginning with the letter Y are defined at this time.*

**X. Definitions**

*No specialized terms beginning with the letter Y are defined at this time.*

**Y. Definitions**

*No specialized terms beginning with the letter Y are defined at this time.*

**Z. Definitions**

*No specialized terms beginning with the letter Y are defined at this time.*

## 8.03 Adjustments

In some situations, new information may be provided as part of a proposal that is consistent with the policy direction in the Boulevard Plan but which requires a minor adjustment to the Auburn Boulevard Objective Design and Development Standards (ODDS). Adjustments are administrative, dimensional waivers that provide a degree of flexibility in implementing the ODDS without requiring outright amendments, and provide measured relief in situations where development standards deny the applicant privileges enjoyed by other properties located nearby and in an identical Transect Zone. Conditions are applied to ensure that the Adjustment shall not constitute an approval of special privilege(s) inconsistent with the limitations upon other property in the vicinity and Transect Zone in which the subject property is located.

1. **Applicability.** Adjustments are considered for only those items specified in Table 8.03.A (Adjustment Application Standards), and only after making the findings listed below.
2. **Review Authority, Conditions of Approval, and Appeal.**
  - A. The Director shall approve or deny requests for Adjustments and may impose conditions of approval deemed reasonable and necessary to preserve the public convenience, health, interest, safety, or welfare, and necessary to make the findings listed below. The Director may approve Adjustments, or may defer action and refer the application to the Planning Commission for review and final decision, in compliance with this Chapter and State law.
  - B. The Director's decision is appealable to the Commission. The Commission's decision is appealable to the Council.
3. **Findings.** The Review Authority may approve an Adjustment application only after making all of the following findings:
  - A. An existing historic feature, tree, and/or utility infrastructure prevents compliance with the standard.
  - B. A site can be developed consistent with the intent of the zone as described in Subsection A of the zone.
4. **Precedents.** Each application shall be reviewed on an individual case-by-case basis and the approval of a prior Adjustment is not admissible evidence for the approval of a new Adjustment.

**Table 8.03.A Adjustment Application Standards**

Type of Adjustment	Definition of Adjustment	Allowed Maximum Adjustment
Building Height	A deviation in the height calculation for main buildings, ground floor finish level, and ceiling height (feet and inches).	10 percent
Building Footprint	A deviation in the minimum required depth of ground floor space for residential and retail/service, building width, or other footprint-related standard where applicable (feet and inches).	20 percent
Building Placement	A deviation from the required build-to-lines and setbacks (e.g., front, side, street-side, and rear) for structures (feet and inches).	20 percent

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## 8.04 Measurement Methods

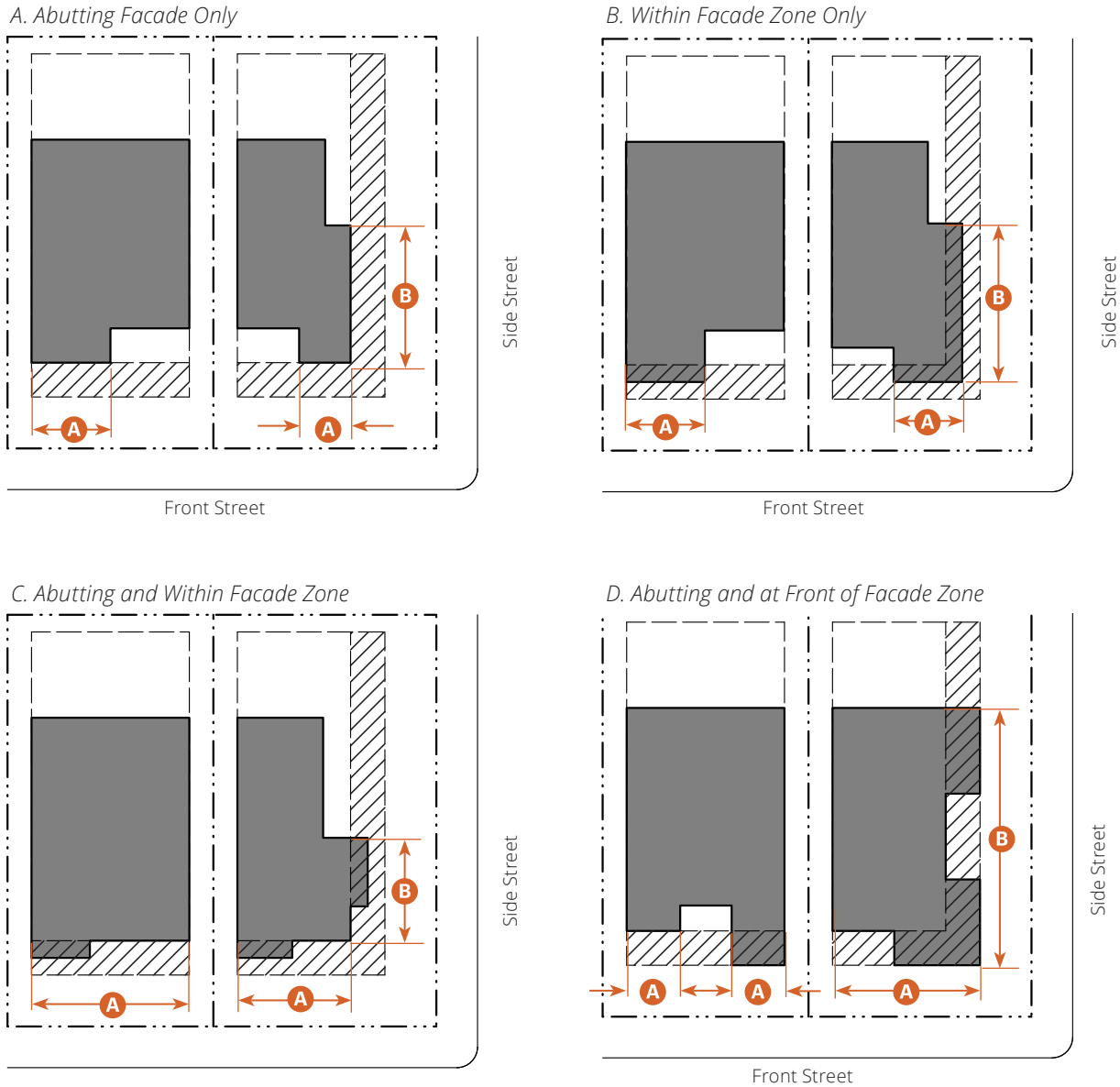
### 1. Building within Facade Zone



- A. **Applicability.** The facade zone standards apply to new buildings and additions along the front and side street of a design site.
- B. **Methodology.** The required amount is expressed in the zone standards as a percentage. This percentage is calculated as follows for the front of the design site:
  - (1) Identify width of design site and apply required front and side building setbacks.
  - (2) Subtract the horizontal length of the side setbacks from the total width of the design site.
  - (3) Apply the required minimum percentage in the zone standards to identify the specific amount required and convert to feet.
  - (4) The result is the minimum length, in feet, of building facade that must be placed in the facade zone.
  - (5) See Figure 1 (Applying the Required Amount to the Facade Zone) for examples.

### 2. Measuring Highest Eave/Top of Parapet

- A. **Height, Overall.** The vertical distance between adjacent finished grade and the highest part of the structure directly above. See Figures 2 (Top of Parapet and Flat Roof) and 4 (Highest Eave for Pitched Roof).
- B. **Height, Top of Parapet.** The vertical distance between adjacent finished grade and the top of the parapet of the primary building. See Figure 2 (Top of Parapet and Flat Roof).
- C. **Height, Highest Eave.** The vertical distance between adjacent finished grade and the highest eave of the primary building. See Figure 4 (Highest Eave for Pitched Roof).
- D. **Highest Eave Measurement.** The measurement is to bottom of the eave assembly.
- E. **Eave.** The edge of the roof that overhangs the face of the adjoining wall. The bottom of the eave can range from exposed rafters to a finished horizontal surface.

Figure 8.04.1: Applying the Required Amount to the Facade Zone



		Front Street	Side Street
	Facade Zone	50% min. <sup>1</sup>	50% min. <sup>1</sup>
	Buildable Area	<b>A</b>	<b>B</b>

<sup>1</sup> This is an example. See Subsection E (Building Placement) of the zone for the standard.



Figure 8.04.2: Top of Parapet and Flat Roof

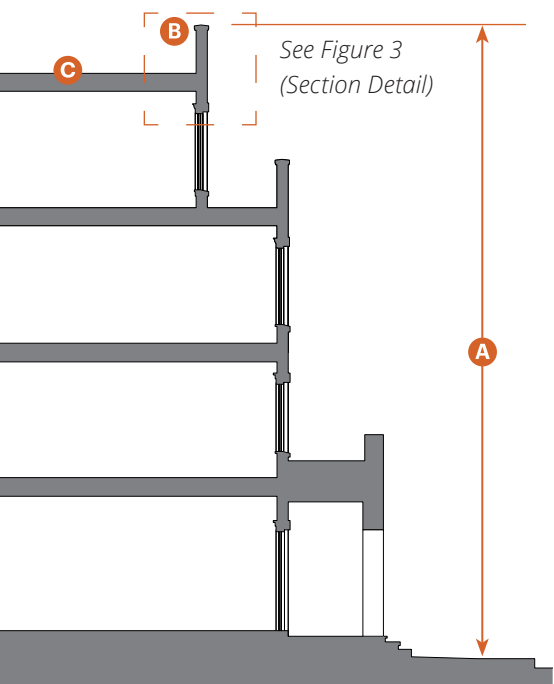


Figure 8.04.3: Section Detail of Top of Parapet and Flat Roof

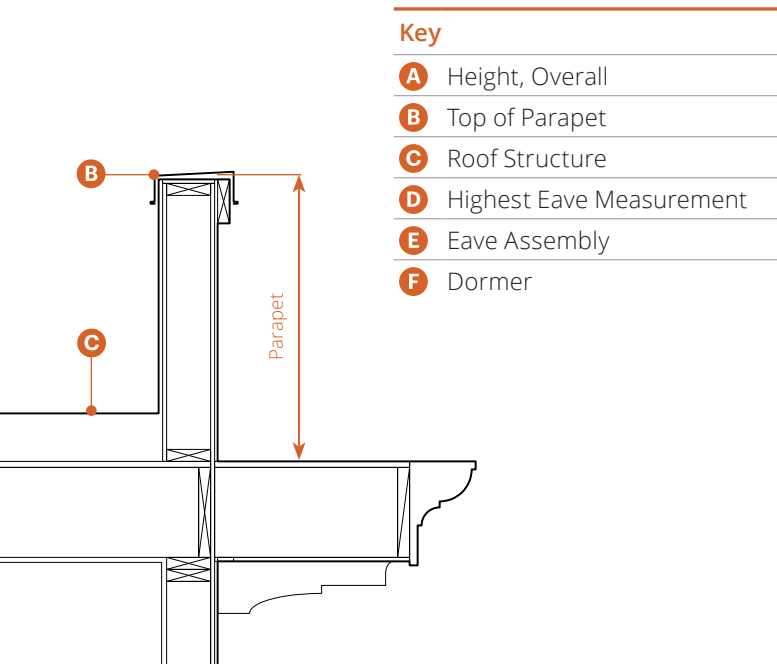


Figure 8.04.4: Highest Eave for Pitched Roof

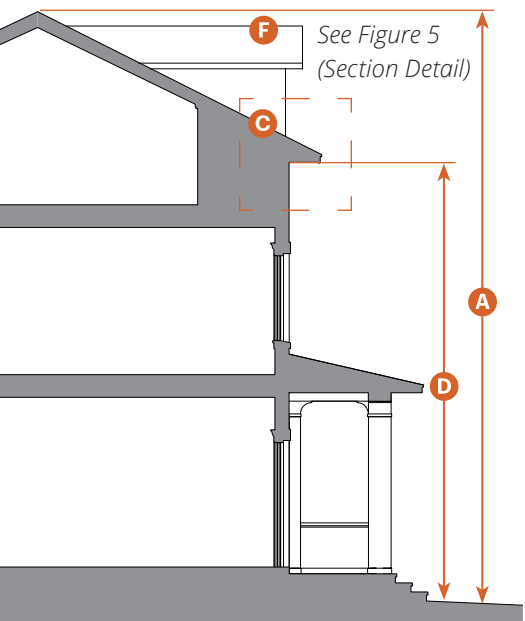
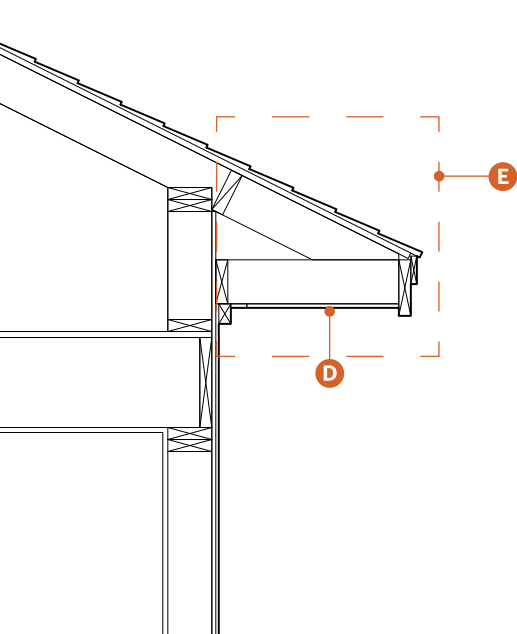


Figure 8.04.5: Section Detail of Highest Eave for Pitched Roof



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# Auburn Boulevard Objective Design + Development Standards Project Overview + FAQ

ITEM 15  
February 15, 2023

## Key Facts

This project provides Citrus Heights with **objective design and development standards** to promote mixed-use and multi-family residential development. These streamlined development standards will further the City's goals of implementing the Auburn Boulevard Specific Plan and **increasing housing choice and affordability**.

## What are Objective Design and Development Standards (ODDS)?

Objective design standards are “**standards that involve no personal or subjective judgment by a public official**” (SB 35). For example, building heights expressed with dimensional standards (such as "30 feet") are objective, while building heights expressed language that is left up to a reviewer's interpretation (such as "compatible with surrounding development") are not objective.

## Are ODDS required by State legislation?

Objective design standards were originally required by California's Housing Accountability Act (first enacted in 1982) as a streamlined process for qualifying projects with a minimum residential affordability component. Since then, new legislation has been passed which also requires objective design standards for different types of projects (e.g. SB 35, SB 6, and AB 2011). **In many cases, Objective Design Standards may be one of the most important ways for local jurisdictions to influence the design of multi-family and mixed-use buildings.**

## How can ODDS benefit Auburn Boulevard?

Until now, Auburn Boulevard has remained a primarily commercial corridor despite the Boulevard Plan's vision for a mixed-use environment. Now, new state laws will make it easier for developers to **add new residential and mixed-use development to this corridor**. ODDS can help Citrus Heights achieve predictable built outcomes for new development along Auburn Boulevard, ensure **high quality design** for new multi-family and mixed-use buildings, **streamline development proposals**, and spur economic investment.

## Where and when will ODDS apply on Auburn Boulevard?

ODDS will apply to all new development along Auburn Boulevard that includes a residential component, which is subject to state streamlining requirements.

## What are the next steps?

The Auburn Boulevard ODDS is scheduled for a public hearing at the **Planning Commission** and then will go to **City Council** for approval.

**More Questions? Contact:**  
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