



AGENDA

CITY OF CITRUS HEIGHTS CITY COUNCIL

Thursday, June 11, 2015

Special Meeting 5:00 P.M.

Regular Meeting 7:00 P.M.

Citrus Heights Community Center
6300 Fountain Square Drive, Citrus Heights, CA

6-11-15 City Council Agenda Packet

Documents: [6-11-15 COUNCIL AGENDA PACKET3.PDF](#)

CALL SPECIAL MEETING TO ORDER

1. Roll Call: Council Members: Miller, Slowey, Turner, Bruins, Frost

PUBLIC COMMENT

Under Government Code Section 54954.3, members of the audience may address the Council on any item of interest to the public and within the Council's purview, or on any Agenda Item before or during the Council's consideration of the Item. 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.

STUDY SESSION

2. AB 1234 Ethics Training

ADJOURNMENT

CALL REGULAR MEETING TO ORDER

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

APPROVAL OF AGENDA

PRESENTATIONS

4. Citrus Heights Community Marching Band
5. Presentation By Citrus Heights Water District
6. Presentation By California American Water
7. Presentation By Sacramento Suburban Water District

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

PUBLIC COMMENT

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Council on any item of interest to the public and within the Council's purview, or on any Agenda Item before or during the Council's consideration of the Item. 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.

CONSENT CALENDAR

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

8. SUBJECT: Approval Of Minutes
RECOMMENDATION: Approve the Minutes of the Special and Regular Meetings of May 14, 2015
9. SUBJECT: Agreement With Sacramento Regional Conservation Corps, Inc. (SRCC) For Drainage Maintenance Services For Fiscal Year 2015 - 2016
RECOMMENDATION: Resolution No. 2015- ____ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with the Sacramento Regional Conservation Corps, Inc., for Drainage Maintenance Services for the Time Period of July 1, 2015 through June 30, 2016.
10. SUBJECT: Approval Of Economic Development Support Fund Sponsorship For California Dream World Team Tennis
RECOMMENDATION: Resolution No. 2015- ____ A Resolution of the City Council of the City of Citrus Heights, California, Approving a Sponsorship in an Amount not to Exceed \$20,000.00 to the California Dream World Team Tennis from the Economic Development Support Fund – Part I
11. SUBJECT: Intention To Record Delinquent Solid Waste Services
RECOMMENDATION: Resolution No. 2015- ____ A Resolution of the City Council of the City of Citrus Heights, California to Record Delinquent Solid Waste Service Charges to the Property Tax Roll.

PUBLIC HEARINGS

REGULAR CALENDAR

12. SUBJECT: Resolutions Eliminating Employer Paid Member Contribution For Employees In The Miscellaneous Group And Safety Group
RECOMMENDATION: Staff Recommends that the City Council adopt the following resolutions:
 - a. Resolution No. 2015- ____ A Resolution of the City Council of the City of Citrus Heights Eliminating Employer Paid Member Contributions for Employees in the Miscellaneous Group
 - b. Resolution No. 2015- ____ A Resolution of the City Council of the City of Citrus Heights Eliminating Paid Member Contributions for Employees in the Safety Group
13. SUBJECT: Sylvan Road Accessibility And Safety Improvement Project – Award Of Contract Project No. 20-11-003
RECOMMENDATION: Resolution No. 2015- ____ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with McGuire and Hester for the Sylvan Road Accessibility and Safety Improvements Project

DEPARTMENT REPORTS

CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS / FUTURE AGENDA ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS / MOTION / AGENDA ITEM

ADJOURNMENT



Sue Frost, Mayor
Jeannie Bruins, Vice Mayor
Steve Miller, Council Member
Jeff Slowey, Council Member
Mel Turner, Council Member

**CITY OF CITRUS HEIGHTS
CITY COUNCIL
Special / Regular Meetings of Thursday, June 11, 2015
Citrus Heights Community Center
6300 Fountain Square Dr., Citrus Heights, CA
Special Meeting 5:00 p.m.
Regular Meeting 7:00 p.m.**

PLEASE NOTE: The Council may take up any agenda item at any time, regardless of the order listed. Action may be taken on any item on the agenda. The City Council has established a procedure for addressing the Council. Speaker Identification Sheets are provided on the table inside the Council Chambers. If you wish to address the Council during the meeting, please complete a Speaker Identification Sheet and give it to the City Clerk. So that everyone who wishes may have an opportunity to speak, there is a five-minute maximum time limit when addressing the Council. Audio/Visual presentation material must be provided to the City Clerk's Office at least 48 hours prior to the meeting.

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 at City Hall located at 6237 Fountain Square Drive, Citrus Heights during normal business hours. Email subscriptions of the agenda are available online by signing up with the City's Notify Me service.

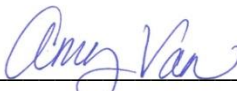
City Council meetings are televised live on Metro Cable 14, the government affairs channel on the Comcast and SureWest Cable Systems and replayed on the following Monday at 9:00 a.m. Meetings are also webcast live at www.citrusheights.net.

The Agenda for this meeting of the City Council for the City of Citrus Heights was posted in the following listed sites before the close of business at 5:00 p.m. on the Friday preceding the meeting.

1. City of Citrus Heights, 6237 Fountain Square Drive, Citrus Heights, CA
2. Rusch Park Community Center, 7801 Auburn Boulevard, Citrus Heights, CA
3. Sacramento County Library, Sylvan Oaks Branch, 6700 Auburn Blvd., Citrus Heights, CA

If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office 916-725-2448, 6237 Fountain Square Drive, at least 48 hours prior to the meeting. TDD (hearing impaired only) 916-725-6185.

June 5, 2015



Amy Van, City Clerk

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

SPECIAL MEETING
5:00 PM

CALL SPECIAL MEETING TO ORDER

1. Roll Call: Council Members: Miller, Slowey, Turner, Bruins, Frost

PUBLIC COMMENT

STUDY SESSION

2. AB 1234 Ethics Training

ADJOURNMENT

REGULAR MEETING
7:00 PM

CALL REGULAR MEETING TO ORDER

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

APPROVAL OF AGENDA

PRESENTATIONS

4. Citrus Heights Community Marching Band
5. Presentation by Citrus Heights Water District
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COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

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item of interest to the public and within the Council's purview, or on any Agenda Item before or during the Council's consideration of the Item. 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.

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.

8. **SUBJECT:** Approval of Minutes
 RECOMMENDATION: Approve the Minutes of the Special and Regular Meetings of May 14, 2015

9. **SUBJECT:** Agreement with Sacramento Regional Conservation Corps, Inc. (SRCC) for Drainage Maintenance Services for Fiscal Year 2015 - 2016
 STAFF REPORT: D. Wheaton / C. Fallbeck
 RECOMMENDATION: Resolution No. 2015- ____ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with the Sacramento Regional Conservation Corps, Inc., for Drainage Maintenance Services for the Time Period of July 1, 2015 through June 30, 2016.

10. **SUBJECT:** Approval of Economic Development Support Fund Sponsorship for California Dream World Team Tennis
 STAFF REPORT: R. Sherman / D. Rodriguez
 RECOMMENDATION: Resolution No. 2015- ____ A Resolution of the City Council of the City of Citrus Heights, California, Approving a Sponsorship in an Amount not to Exceed \$20,000.00 to the California Dream World Team Tennis from the Economic Development Support Fund – Part I

11. **SUBJECT:** Intention to Record Delinquent Solid Waste Services
 STAFF REPORT: S. Daniell
 RECOMMENDATION: Resolution No. 2015- ____ A Resolution of the City Council of the City of Citrus Heights, California to Record Delinquent Solid Waste Service Charges to the Property Tax Roll.

PUBLIC HEARING

None

REGULAR CALENDAR

12. **SUBJECT:** Resolutions Eliminating Employer Paid Member Contribution for Employees in the Miscellaneous Group and Safety Group
STAFF REPORT: R. Rivera / S. Neilson
RECOMMENDATION: Staff Recommends that the City Council adopt the following resolutions:
- a. Resolution No. 2015-____ A Resolution of the City Council of the City of Citrus Heights Eliminating Employer Paid Member Contributions for Employees in the Miscellaneous Group
 - b. Resolution No. 2015-____ A Resolution of the City Council of the City of Citrus Heights Eliminating Paid Member Contributions for Employees in the Safety Group
13. **SUBJECT:** Sylvan Road Accessibility and Safety Improvement Project – Award of Contract Project No. 20-11-003
STAFF REPORT: D. Wheaton / I. Chaudry / S. Hodgkins
RECOMMENDATION: Resolution No. 2015- ____ A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with McGuire and Hester for the Sylvan Road Accessibility and Safety Improvements Project

DEPARTMENT REPORTS

CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS

ADJOURNMENT

**CITY OF CITRUS HEIGHTS
CITY COUNCIL
MINUTES**

Item 8

**Special / Regular Meetings of Thursday, May 14, 2015
Citrus Heights Community Center
6300 Fountain Square Drive, Citrus Heights, CA**

CALL SPECIAL MEETING TO ORDER

The special council meeting was called to order at 5:00 p.m. by Mayor Frost.

1. Roll Call: Council Members present: Miller, Slowey, Turner, Bruins and Frost
Council Members absent: None
Staff present: Alejandrez, Sherman, Tingle, Van, Ziegler and department directors.

PUBLIC COMMENT

CLOSED SESSION

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(1)(d)
Preserve Our Civic Center vs. City of Citrus Heights
Sacramento Superior Court Case No. 34-2015-80002080

STUDY SESSION

3. Fiscal Year 2015/2016 Annual Budget Workshop
 - a. Community Support Funding
 - b. History and Arts Commission Funding Request

Assistant to the City Manager Alejandrez presented the City Council Finance Committee recommendations for Community Support Funding:

Organization	Recommendation
Meals on Wheels	\$70,000
Campus Life Connection	\$8,000
A Community for Peace	\$7,700
The Glass Slipper	\$0
Sunrise Christian Food Ministry	\$5,700
River City Cat Rescue	\$4,000
Sacramento Self-Help Housing	\$10,000
Terra Nova Counseling	\$4,300
Veterans Golf Park	\$4,000
Misc. Community Support	\$8,000
Total	\$126,200

Public Comment

Kathy Cook and Kody Tickner with the Citrus Heights Community Marching Band thanked the City Council for their support.

David Morikawa with Meals on Wheels provided an update on the services they provide to residents and thanked the City Council for their support.

Kathilynn Carpenter spoke regarding HART Homeless Navigator.

Ken Bennett spoke regarding HART Homeless Navigator.

Jim Rounsavell spoke regarding the Veterans Community Center.

Adriana Joyner with Terra Nova Counseling provided an update on their services and thanked the City Council for their support.

Elaine Whitefeather with A Community for Peace provided an update on their services and thanked the City Council for their support.

Pamela Chatham with Sunrise Christian Food Ministry provided an update on their services and thanked the City Council for their support.

Community and Economic Development Director Sherman led the study session concerning the History and Arts Commission Funding Request.

ADJOURNMENT

Mayor Frost adjourned the special meeting at 6:55 p.m.

CALL REGULAR MEETING TO ORDER

The regular council meeting was called to order at 7:12 p.m. by Mayor Frost.

1. The flag salute was led by Council Member Miller.
2. Roll Call: Council Members present: Miller, Slowey, Turner, Bruins and Frost
Council Members absent: None
Staff present: Bermudez, Boyd, Rodriguez, Tingle, Van, Ziegler and department directors.
3. The video statement was read by City Clerk Van.

APPROVAL OF AGENDA

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

AYES: Miller, Slowey, Turner, Bruins and Frost

NOES: None

ABSENT: None

PRESENTATIONS

4. Recognition for Heroic Actions – Citrus Heights Police Sergeant David Gutierrez

Police Chief Boyd recognized Sergeant David Gutierrez for three heroic life saving events all while on outings with his family. Each of the occasions involved individuals that were in a vehicle accident and were trapped in their vehicles. He is commended for his selfless service in each of the events.

Mayor Frost presented Sergeant Gutierrez with a Certificate of Recognition for his heroic actions.

5. Proclamation of the City of Citrus Heights Proclaiming May 17–23, 2015 as “National Public Works Week”

Council Member Turner read and presented the proclamation.

Tony Martin, President of the Sacramento Chapter of the American Public Works Association, thanked the City Council for the proclamation. He announced that for 2015 the Manager of the Year in the category of Administrative Management Public Works was awarded to Management Analyst Regina Cave.

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

Council Member Turner provided a report from the City Council Quality of Life 2x2 meeting. He attended the 16th Annual Public Safety Award Breakfast sponsored by the Sacramento County District Attorney. He announced the Annual Citrus Heights Police Activities League Banquet will be held on May 16th.

Council Member Slowey provided a report from a League of California Cities meeting.

Council Member Miller provided a report from the Regional Transit Board meeting. He provided a report from the Sunrise MarketPlace Board meeting.

Vice Mayor Bruins announced that the Annual Citrus Heights Police Activities League Banquet will be held on May 16th. She provided a report from the Sacramento Regional County Sanitation District and Sacramento Area Sewer District Board meeting. She also attended a meeting of the Auburn Boulevard Business Association.

Mayor Frost announced the new Art in City Hall exhibit features art from Cambridge Elementray, Sylvan Middle School and Mesa Verde High School. She attended the Annual Senior Health Fair event on May 14th. She received a card thanking City staff members Nicole Piva and Katherine Cooley for their hard work in assisting a home buyer with the Down Payment Assistance Program. She also commended Police Officers Bryan Gore and Aaron Johnson for their crisis resolution skills during a multiple vehicle accident event. She also commended Chela Cottrell and Nikki Reid who initiated the Project Lifesaver Program.

PUBLIC COMMENT

Adriana Joyner with Terra Nova Counseling announced their 3rd Annual Family Fun Fair will be held on May 16th at their offices.

Terry Stewart expressed concerns regarding loose cats around his home.

Tim Schaefer provided an update on the activities of Neighborhood Association Area 5 over the last year.

CONSENT CALENDAR

6. **SUBJECT:** Approval of Minutes
 RECOMMENDATION: Approve the Minutes of the Special and Regular Meetings of April 1, 2015; April 9, 2015; April 23, 2015;
7. **SUBJECT:** Mariposa Avenue Safe Route to School Phase 3 – Award of Contract for Professional Services to Drake-Haglan & Associates
 STAFF REPORT: D. Wheaton / S. Hodgkins
 RECOMMENDATION: Resolution No. 2015-037 A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Enter into a Contract with Drake-Haglan and Associates, Inc. to Provide Professional Services for the Mariposa Avenue Safe Route to School Phase 3 Project
8. **SUBJECT:** Area 5 Traffic Safety and Walkability Project - Phase 1B – Final Acceptance - City PN 20-13-002
 STAFF REPORT: D. Wheaton / S. Hodgkins / M. Poole
 RECOMMENDATION: Resolution No. 2015-038 A Resolution of the City Council of the City of Citrus Heights, California, Accepting the Area 5 Traffic Safety and Walkability Project – Phase 1B as Complete and Authorizing the City Engineer to Record a Notice of Completion and Release the Contract Retention
9. **SUBJECT:** On-Call Materials Testing and Inspection Services – UNICO Engineering Approval of Contract Amendment No. 1
 STAFF REPORT: D. Wheaton / S. Hodgkins
 RECOMMENDATION: Resolution No. 2015-039 A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute Amendment No. 1 with the UNICO Engineering, Inc. to Provide for Additional Materials Testing and Inspection Services During Fiscal Year 2014/2015
10. **SUBJECT:** 2015 Street and Bus Stop Improvements – Award of Construction Contract - City PN 22-15-001
 STAFF REPORT: D. Wheaton / S. Hodgkins
 RECOMMENDATION: Resolution No. 2015-040 A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute an Agreement with Central Valley Engineering & Asphalt, Inc. for the 2015 Street and Bus Stop Improvements Project

11. **SUBJECT:** 2014 Residential Street Resurfacing Project – Final Project Acceptance - City PN 22-14-001
STAFF REPORT: D. Wheaton / S. Hodgkins
RECOMMENDATION: Resolution No. 2015-041 A Resolution of the City Council of the City of Citrus Heights, California, Accepting the 2014 Residential Street Resurfacing Project as Complete and Authorizing the City Engineer to Record a Notice of Completion and Release the Contract Retention
12. **SUBJECT:** Sunrise Boulevard Bus Stop Improvements Project – Phase 2 – Final Project Acceptance Project No. 20-14-001
STAFF REPORT: D. Wheaton / S. Hodgkins / M. Poole / A. Flores
RECOMMENDATION: Resolution No. 2015-042 A Resolution of the City Council of the City of Citrus Heights, California, Accepting the Sunrise Boulevard Bus Stop Improvements Project – Phase 2 as Complete and Authorizing the City Engineer to Record a Notice of Completion and Release the Contract Retention

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

AYES: Miller, Slowey, Turner, Bruins and Frost
NOES: None
ABSENT: None

PUBLIC HEARING

13. **SUBJECT:** Antelope Crossing SPA Amendment – File # OTA-15-01
STAFF REPORT: C. McDuffee/ A. Bermudez
RECOMMENDATION: The Planning Commission recommended approval of the following motions:
- a. Determine that the proposed project is exempt from CEQA under sections 15061.(b)(3) and 15311 (a); and
 - b. Move to Introduce for First Reading, and waive reading of the entire ordinance, Ordinance No. 2015-004 An Ordinance of the City of Citrus Heights Amending Zoning Code Article 3, Section 106.38.040.B (Prohibited Signs) and Article 5, Section 106.50.030.E.11 (Antelope Crossing SPA) as shown in Exhibit A.

Associate Planner Bermudez reported that the item is an amendment to the Zoning Code to allow the existing freeway sign for Stone's Casino to operate messages. The proposed changes are for the Antelope Crossing Area only and would not permit electronic signage. The sign is unique and did warrant the special attention because it is the City's only freeway sign. She provided an overview of the operations standards for the sign.

Mayor Frost opened the public hearing at 8:15 p.m.; hearing no speakers she closed the public hearing.

ACTION: On a motion by Council Member Slowey, seconded by Vice Mayor Bruins, the City Council:

- a. Determined that the proposed project is exempt from CEQA under sections 15061.(b)(3) and 15311 (a); and
- b. Introduced for First Reading, and waived reading of the entire ordinance, Ordinance No. 2015- 004 An Ordinance of the City of Citrus Heights Amending Zoning Code Article 3, Section 106.38.040.B (Prohibited Signs) and Article 5, Section 106.50.030.E.11 (Antelope Crossing SPA) as shown in Exhibit A.

AYES: Miller, Slowey, Turner, Bruins and Frost
NOES: None
ABSENT: None

14. **SUBJECT:** Letter of Public Convenience and Necessity Smart & Final Grocery – 7945 Madison Avenue
STAFF REPORT: R. Sherman/A. Bermudez
RECOMMENDATION: Move to approve the Letter of Public Convenience and Necessity that Will Allow for the Issuance of a Type 21 License Issuance for Off-Sales of Beer, Wine and Distilled Spirits at Smart & Final Extra Grocery Store Proposed at 7945 Madison Avenue.

Associate Planner Bermudez reported that this item is for the proposed Smart & Final store at Madison and Sunrise in the new Capital Plaza shopping center that is under development. Due to the Census Tract being deemed over concentrated by the Department of Alcoholic Beverage Control Smart & Final is required to come before the City Council to request approval of a Letter of Public Convenience and Necessity. She stated they are requesting a Type 21 License that would allow the sale of beer, wine and distilled spirits.

Mayor Frost opened the public hearing at 8:19 p.m.; hearing no speakers she closed the public hearing.

Peter Impala, representing Smart & Final, responded to questions from Council Members.

ACTION: On a motion by Council Member Slowey, seconded by Vice Mayor Bruins, the City Council approved the Letter of Public Convenience and Necessity that Will Allow for the Issuance of a Type 21 License Issuance for Off-Sales of Beer, Wine and Distilled Spirits at Smart & Final Extra Grocery Store Proposed at 7945 Madison Avenue.

AYES: Miller, Slowey, Turner, Bruins and Frost
NOES: None
ABSENT: None

REGULAR CALENDAR

None

DEPARTMENT REPORTS

15. **SUBJECT:** Update on Economic Development Programs
DEPARTMENT: Community / Economic Development Department

Development Specialist Rodriguez provided an update on the Economic Development incentive programs. She reported on the activity of the Economic Development Support Fund, the Sign and Design Assistance Program, and the Development Fund. She also provided an update on the progress of the Economic Development Strategy.

CITY MANAGER ITEMS

None

ITEMS REQUESTED BY COUNCIL MEMBERS/FUTURE AGENDA ITEMS

Council Member Turner requested a presentation at a future City Council meeting by the local water districts concerning drought mitigation measures.

General Services Director Wheaton provided an update on the Sunrise and Sungarden project.

ADJOURNMENT

Mayor Frost adjourned the regular meeting at 8:49 p.m.

Respectfully submitted,

Amy Van, City Clerk



CITY OF CITRUS HEIGHTS

Memorandum

Approved and Forwarded to
City Council

_____ Fin.

_____ Atty.

Henry Tingle, City Manager

June 11, 2015

TO: Henry Tingle, City Manager

FROM: David Wheaton, General Services Director
Chris Fallbeck, Principal Civil Engineer

SUBJECT: Agreement with Sacramento Regional Conservation Corps, Inc. (SRCC) for
Drainage Maintenance Services for Fiscal Year 2015-2016

Summary and Recommendation

Staff recommends the City Council approve the attached resolution, authorizing the City Manager to execute a contract with Sacramento Regional Conservation Corps, Inc., (SRCC) to perform drainage maintenance services for the period of July 1, 2015 through June 30, 2016.

Fiscal Impact

The fiscal impact resulting from this agreement is not to exceed \$363,173 for the period of July 1, 2015 through June 30, 2016. Funding sources include Stormwater Utility in the amount of \$347,862, and \$15,311 will be funded by Landscape Maintenance Assessment Districts, in accordance with specific projects.

Background and Analysis

The SRCC began work in the City of Citrus Heights on May 1, 2000. The Citrus Heights crew has accomplished a number of drainage maintenance tasks. These projects include manual creek and channel clearing operations, storm response activities, sand bag site maintenance, and various stormwater utility support services such as litter removal in and around creeks. Tasks will continue to be performed under the proposed agreement, essentially a renewal of the current contract, and will allow drainage maintenance services to continue to be performed. Daily performance rating by staff ensures a consistent, timely and responsive service by the SRCC.

The SRCC maintains a strong satellite program in Citrus Heights. The SRCC will continue to actively seek local recruits during the term of the proposed agreement.

This program has allowed the City flexibility to have task selection and prioritization for the crew. This continues to result in timely maintenance services with visible positive effects for the community. Additionally, the SRCC program lends support to the City for special events, such as Creek Week clean up, the annual Red, White and Blue Parade and Sunday FunDay. Furthermore, the program has the added benefit of contributing to education and training of young persons in the Sacramento and Citrus Heights areas.

The proposed contract specifies SRCC provision of a basic crew van, pickup truck, portable restroom, and basic hand and power tools. In addition, specific expectations have been delineated for the crews. The SRCC will provide a minimum crew of six to eight corpsmembers and a minimum of one crew supervisor. Should there be less than 6 persons in a crew, the SRCC charges to the City will be prorated accordingly.

Conclusion

This agreement will enable the City of Citrus Heights to continue to benefit from partnership with the SRCC. This partnership builds upon a long-term relationship which continues to recruit local residents between the ages of 18 and 26 to staff the City-based satellite of the SRCC. The crew is available for miscellaneous drainage maintenance services determined and prioritized by the City. This agreement will provide the City with the ability to decide priority projects and obtain immediate results in a cost-effective manner.

The SRCC does not supplant any existing or projected work crews or staff. Rather, the program provides Citrus Heights residents with extra services not likely to occur without the partnership.

Staff recommends the City Council approve the attached Agreement for drainage maintenance services with the SRCC in an amount not to exceed \$363,173 for the period beginning July 1, 2015 and ending on June 30, 2016. Staff further recommends the City Council authorize the City Manager to execute the Agreement.

Attachments: (1) Resolution
(2) Agreement

RESOLUTION NO. 2015-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT
WITH THE SACRAMENTO REGIONAL CONSERVATION CORPS, INC., FOR DRAINAGE
MAINTENANCE SERVICES FOR THE TIME PERIOD OF
JULY 1, 2015 THROUGH JUNE 30, 2016**

WHEREAS, the City Council of the City of Citrus Heights, California, wishes to enter into a agreement with Sacramento Regional Conservation Corps, Inc., for general drainage maintenance services; and

WHEREAS, the agreement will allow the City to determine and assign priority projects to the Sacramento Regional Conservation Corps crew; and

WHEREAS, the agreement will allow for Citrus Heights residents between the ages of 18 and 26 to be recruited for the program; and

WHEREAS, the recruits will benefit from the program's training and education; and

WHEREAS, the City of Citrus Heights wishes to support such a program; and

WHEREAS, the Sacramento Regional Conservation Corps, Inc., possesses the expertise, equipment and personnel to provide said services to the City and to the recruits; and

WHEREAS, sufficient Stormwater Utility and Landscape Maintenance Assessment District funds have been budgeted in the 2015-2016 fiscal year budget.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights that the Agreement with the Sacramento Regional Conservation Corps, Inc. for the provision of general drainage maintenance services identified by the City is hereby approved subject to minor changes which may be made by the City Attorney or City Manager, and the City Manager is authorized to execute the 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 11th day of June, 2015, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Susan Frost, Mayor

ATTEST:

Amy Van, City Clerk

CONSULTANT & PROFESSIONAL SERVICES AGREEMENT

This contract (hereafter "Agreement") shall begin on July 1, 2015 and will expire on June 30, 2016. It is made by and between the **CITY OF CITRUS HEIGHTS**, a municipal corporation (hereafter, "City") and

SACRAMENTO REGIONAL CONSERVATION CORPS, INC.

Federal I.D. #68-0043298

State I.D. #31875222

(hereafter, "Consultant"), who agrees as follows:

1. **Services.** Under the terms and conditions set forth in this agreement, the Consultant shall provide to City the services specified in attached Exhibit A.
2. **Payment.** Consultant shall be paid for services rendered pursuant to this Agreement at the times and according to the invoice process specified in Exhibit B. Such payments shall be the only compensation made to Consultant for services rendered pursuant to this Agreement except under conditions specified in Exhibit A below.
3. **Facilities and Equipment.** Consultant shall furnish, at its sole expense, all vehicles, hand tools or equipment specified in Exhibit C that are required to furnish services pursuant to this agreement. City will furnish supplies/services needed to complete tasks identified in Exhibit A according to terms and procedures specified in Exhibit C.
4. **General Provisions.** This Agreement shall be administered by the City's and Consultant's representatives or their designees, as identified in Exhibit A. All exhibits referred to herein are attached hereto and are by this reference incorporated in this Agreement. Other provisions are stipulated in Exhibit D.

for City

for Consultant

(please print name)

(please print name)

Title

Title

Date

Date

ATTACHMENTS:

Exhibit A - Scope of Services / Representation

Exhibit B - Compensation / Invoice & Payment Procedures

Exhibit C – Vehicles & Facilities / Tools & Equipment / Services & Supplies

Exhibit D – General Provisions

EXHIBIT A

Scope of Services / Representation

1. **Scope of Services:** The Sacramento Regional Conservation Corps (SRCC), (hereafter, "Consultant"), will perform various general stormwater maintenance services as designated by the City, including but not limited to litter and weed abatement, debris clearing and removal, vegetation removal, and similar cleanup activities.

To accomplish these tasks, the Consultant will furnish a supervisor and one work crew of a minimum of six (6) corps members (monthly daily average), depending upon the demands of the scheduled maintenance services. These crew services will be provided 193 days during the fiscal year. The primary workdays will be on Monday through Thursday and/or as mutually determined by the City and the SRCC.

As specified in Exhibit C, the Consultant will also provide the basic tools and equipment required for these services. If the City determines that specialized equipment/tools are required for a specific maintenance task, the procurement of such items would be at an additional cost upon prior written approval from the City.

In general, City staff will maintain ongoing communication with the SRCC supervisor regarding routine and ongoing tasks. For special tasks, the City will specify the exact nature and location of these tasks at least one day in advance to allow for necessary scheduling, planning, equipment and material acquisition, task training, etc.

2. **Representation:** The City representative for this Agreement is: David Wheaton, General Services Director. He may be reached at ph. (916) 727-4770 (email: dwheaton@citrusheights.net). Consultant questions pertaining to this agreement should be referred to this representative and/or his designee Chris Fallbeck, Principal Civil Engineer. He may be reached at ph. (916) 727-4770.

All correspondence to the City will be addressed to: City of Citrus Heights, 6237 Fountain Square Drive, Citrus Heights, CA 95621-5577.

The Consultant's representative for this Agreement is David P. De Mers, Executive Director for the Sacramento Regional Conservation Corps. He may be reached at ph. (916)386-8394 (email: ddemers@saccorps.org). City questions pertaining to this agreement will be referred to this representative.

All correspondence to the Consultant shall be addressed to: 6101 27th Street Sacramento, CA 95822.

3. **Expectations:** The Consultant is an extension of city staff and therefore subject to certain expectations for dress, work, reporting, etc. Below staff has enumerated the more important expectations:

- a. Typical Work Day hours:

<i>Departure to job site</i>	<i>7:20 AM</i>
<i>Return from job site</i>	<i>3:30 PM*</i>

** Additional time allow for vehicle maintenance*

- b.** SRCC supervisor shall enforce crew members to:
 - i.** Wear an appropriate uniform and appear professional at all times (ie shirt tucked in, pants pulled up and belted around waste, etc);
 - ii.** Wear safety gear at all times (gloves, hard hats when appropriate, sun protection); and
 - iii.** Wear or carry gear for wet weather and/or any special circumstances
 - iv.** Wear appropriate footwear for entering the creeks and working with heavy debris.
- c.** Zero tolerance for vulgar and/or disrespectful language at any time.
- d.** SRCC supervisor submits a daily report to City staff for scoring and approval at the end of each working day. SRCC supervisor shall coordinate with City staff for daily report signature prior to billing.
- e.** All trash and debris removed from the right-of-way as directed by City staff. Removed trash and debris will be hauled by SRCC to the City's yard.
- f.** The amount (CY) of trash, debris and vegetation shall be included in the daily report.
- g.** SRCC supervisor shall make sure that all the mechanical equipment is working properly and free of defects such as oil or gas leaks and missing safety mechanisms or shields.
- h.** SRCC shall make sure that all the applicable regulations and procedures are being followed when fueling and oiling the equipment.
- i.** SRCC supervisor will coordinate the schedule routine creek maintenance work in advance with City staff.
- j.** During the scheduled routine creek maintenance work, SRCC shall:
 - i.** Cut and remove all small plants, shrubs and tree saplings growing in the bed and creek bank. The cut vegetation will be hauled by SRCC to the City's yard.
 - ii.** Cut and remove tree branches and vines in the bed and bank of the creek that could collect debris and trash, and affect water flow. A minimum of 6ft clear shall be maintained above water level. The cut vegetation will be hauled by SRCC to the City's yard.
 - iii.** Remove all trash and debris from the bed and bank of the creek. Removed trash and debris will be hauled by SRCC to the City's yard.
 - iv.** Remove shopping carts and other larger size trash from the creek bed and bank. SRCC supervisor to coordinate shopping cart pick up with a City's Office Assistant in GSD.

- k.** SRCC supervisor shall inform the City of issues that require attention and/or action. The issues shall be reported in the daily report. Map coordinates should be used whenever needed to clarify location of the issue that requires action.
- l.** If any City staff request that SRCC move to a different location, the SRCC supervisor shall inform staff of the ongoing work. The City staff will evaluate the importance of the ongoing work in comparison with the new request, and will determine a course of action. SRCC shall perform the work directed by staff.
- m.** SRCC supervisor shall be trained and familiar with the safety requirements for working in the right-of-way and traffic control set-ups.
- n.** SRCC supervisor shall be trained and familiar with environmental stewardship, storm water quality and best management practices to control erosion
- o.** Crews needed during emergencies and after hours will be coordinated by City staff and the SRCC supervisor in advance. SRCC supervisor shall make all the necessary arrangements.
- p.** The City's storage yard shall be kept organized and well maintained. SRCC Supervisor shall schedule a weekly cleanup of the City's storage yard.
- q.** City shall inform the SRCC supervisor of outstanding issues requiring immediate attention and/or action.

EXHIBIT B
Compensation / Invoice & Payment Procedures

The total fee for the services rendered under this Agreement shall not exceed the total sum of:

Three Hundred Sixty-Three Thousand One Hundred Seventy-Three Dollars (\$363,173)

1. Compensation.

- A. Services:** The Consultant agrees to perform those services set forth in Exhibit A at a rate of One Thousand Eight Hundred One Dollars and Forty-Two Cents (\$1,801.42) per crew/day for July 1 - December 31, 2015, and a rate of One Thousand Nine Hundred Fifty Three Dollars and Ninety Seven Cents (\$1953.97) per crew/day for January 1 - June 30, 2016, for a crew of not less than six persons. Should there be less than six persons, the Consultant charges to the City will be prorated accordingly.
- B. Reimbursable Expenses:** The Consultant agrees that all its costs shall be included within the daily compensation rate specified above except those services and supplies specified in Exhibit C herein.
- C. Additional Services:** Additional services above the contract amount shall be provided only when ordered in writing according to procedures described in the Agreement and approved by the City Manager or in his absence, the General Services Director. The City reserves the right to perform any additional services with its own staff or to retain other Consultants to perform said additional services.

2. Invoice & Payment Procedures. Consultant will submit to the City a semi-monthly invoice for workdays provided between the first through fifteenth and sixteenth through the last day of the month.

Consultant shall establish a tracking number and short work-order form for each job, and shall otherwise be responsible for supplying documentation necessary to verify billings to the City's satisfaction. Invoices shall include:

Job Name and Number
Job Location and Service Date
Brief Task Description
City Contact/Liaison
Total Contract Amount Minus Previous Billings
Current Invoice Amount for Services Rendered
Percentage of Contract Completed
Total Contract Dollars Remaining After Invoice

3. Project Records. The Consultant shall maintain all documentation pertaining to the completion and payments on these projects for one (1) year. Ownership of said original documents resides with the City, with the Consultant permitted to retain copies for information and reference purposes.

EXHIBIT C

Vehicles & Facilities / Tools & Equipment / Services & Supplies

1. **Vehicles.** All costs pertaining to transportation of work crews; trash, debris and vegetation hauling; or office space/logistics for support staff are included in the Consultant's compensation arrangement as outlined in Exhibit A.
2. **Facilities.** The City agrees to provide a meeting room for the crew to hold education classes Monday from 7:00 a.m. – 12:00 p.m. and after work on Tuesday through Friday from 3:30 p.m. to 5:30 p.m., including the use of a fax machine, telephone, and computer internet line.
3. **Tools & Equipment.** All costs relating to worker uniforms and safety equipment, as well as their basic hand tools and light-duty power equipment (e.g. power saw, weeding machinery, etc.) are included in the Consultant's compensation arrangement as outlined in Exhibit A.

If specialized equipment/tools are required for a specific task, the procurement of such items would be at an additional cost upon prior written approval from the City.

4. **Services & Supplies.** The City shall cover the cost of services and supplies (e.g. landscaping materials) not included in items 1 and 2 enumerated above which are mutually agreed upon, in writing, as necessary for the completion of the maintenance services.

CONSULTANT & PROFESSIONAL SERVICES AGREEMENT
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EXHIBIT D

General Provisions

1. **Independent Contractor.** It is understood and agreed that the Consultant is not an employee of the City, and shall have no authority to act on the City's behalf in creating binding obligations.
2. **Licenses & Permits.** Consultant warrants to City that it has and shall maintain all required certifications legally required to operate its business in the state of California.
3. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of its obligations under this Agreement. Neither party shall be considered in default on this Agreement to the extent performance is prevented or delayed by any cause which is beyond the reasonable control of either party.
4. **Assignment Prohibited.** No party to this Agreement may assign any right or obligation pursuant to this Agreement without the written consent of the other party.
5. **Personnel / Performance Standards.** It is understood that these work projects provide job training experience for young people from age 18-26 years old. Within this context, Consultant assures that its work crews will maintain proper discipline and appropriate decorum and will immediately address any complaint that arises. Consultant agrees to comply with all applicable federal, state and local laws; including prevailing wages to the extent such requirements are deemed applicable in light of AB 2690.
6. **Termination.** Either party can terminate this Agreement for any reason upon two (2) weeks notice, and immediately for any serious breach of this agreement. In either case, Consultant would be paid in full for services rendered through the termination date.
7. **Liability of Consultant – Negligence.** Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.
8. **Indemnity and Litigation Costs.** Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with Consultant's negligent performance of work hereunder or its negligent failure to comply with any of its obligations contained in the Contract Documents, except such loss or damage which was caused by the sole negligence, or willful misconduct of the City.
9. **Consultant to Provide Insurance.**
 - A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance

specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

- B. Prior to execution of this agreement and prior to commencement of any work, the Consultant shall furnish the City with original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable by the City. As an alternative to the City's forms, the Consultant's insurer may, subject to the approval of the City, provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section. The Consultant agrees to furnish one copy of each required policy to the City, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.
- C. In the case of the professional liability insurance required by this Section, the Consultant's insurer must provide a complete, certified copy of the policy.
- D. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.
- E. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- F. Any deductibles must be declared to, and approved by, the City.
- G. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.
- H. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

1. Worker's Compensation and Employer's Liability Insurance.

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Claims Against City - If an injury occurs to any employee of the Consultant for which the employee or his/her dependents, in the event of his/her death, may be entitled to compensation from the City under the provisions of said Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Consultant under this Contract, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Consultant.

2. Comprehensive General and Automobile Liability Insurance.

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence.

The comprehensive general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:

a. Provision or endorsement naming the City and each of its officers, employees, and agents, as additional insured in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

b. Provision or endorsement stating that for any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers to the extent the City is an additional insured. Any insurance or self insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

c. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

d. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Consultant under the Contract, including, without limitation, that set forth in Section XV, Indemnity and Litigation Costs.

10. **Equal Employment Opportunity.** Consultant shall comply with Executive Order 11246, as amended by Executive Order 11375 and supplemented by Dept. of Labor regulations

(41 CFR Part 60), and shall not discriminate on the basis of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

11. Insurance Requirements. For the duration of this agreement, Consultant shall maintain the following liability coverage:

- A. Comprehensive General Liability: \$1,000,000 combined single limits per occurrence for bodily or personal injury and property damage;
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage;
- C. Worker's Compensation and Employer's Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.

Consultants shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. Each insurance policy required by this agreement shall be endorsed to state that such coverage's shall not be cancelled, reduced, or otherwise modified except after thirty (30) days prior written notice has been given to the City. Payments to the consultant will be withheld if certificates expire.

- 12. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement.
- 13. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.



CITY OF CITRUS HEIGHTS

Memorandum

June 11, 2015

TO: City Council Members
Henry Tingle, City Manager

FROM: Rhonda Sherman, Community & Economic Development Director
Devon Rodriguez, Development Specialist

SUBJECT: **Approval of Economic Development Support Fund Sponsorship for California Dream World Team Tennis**

Approved and Forwarded to City
Council of the City of Citrus
Heights

Fin.

Atty.

Henry Tingle, City Manager

Summary and Recommendation

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

The California Dream World Team Tennis (WTT) has submitted a sponsorship application for \$20,000. The sponsorship meets the goals of the Economic Development Support Fund including increasing temporary employment, expanding the City's trade zone and enhancing a sense of place.

Economic Development staff reviewed the application per the program's funding criteria and the application was reviewed by the Finance Committee on May 26, 2015. The Finance Committee recommended that the application for \$20,000 be forwarded to the City Council for approval.

Staff recommends that the City Council:

1. Approve Resolution 2015____, A Resolution of the City Council of the City of Citrus Heights, approving a sponsorship in an amount not to exceed \$20,000 to the California Dream World Team Tennis from the Economic Development Support Fund – Part I.

Fiscal Impact

The Economic Development Support Fund was allocated \$150,000 for FY 2015-2016. The California Dream sponsorship application will be the first application for Fiscal Year 2015-2016; if approved \$130,000 will be remaining for the year.

Background and Analysis

On March 14, 2013, the City Council approved the Economic Development Support Fund Part I and II as a result of its new Strategic Goal to “Improve Economic Development.” Part I of the program is available to business associations, individual businesses, and economic development-related organizations or efforts that meet the program goals for event sponsorships, grants for marketing and promotions, studies to further economic development and other economic development-related activities that promote program goals.

Applicants are required to submit an application along with any supporting documentation as appropriate. Upon receipt, staff reviews the application per the following funding criteria:

1. **Program Goals:** Meet one or more of the program goals.
2. **Targeted Areas:** Applications are not limited to specific geographical areas in the City, but applications benefiting Antelope Crossing, Auburn Boulevard Specific Plan Area, former Redevelopment Area or the Sunrise MarketPlace are emphasized.
3. **Projected Outcome:** Each application must describe what the expected outcome of the project, program or event is (e.g. expect 1,000 attendees; increased awareness of area/City; expand trade zone).
4. **Leveraging Investment:** Funding from the City cannot be the sole funding source. Favorable applications will demonstrate how funds are affectively leveraging public or private investment (i.e. match for grant).
5. **Sustainability:** Ability of the association, business or group to carry out the described program, project or event over time without continuous financial support from the City.
6. **Public Benefit:** Description of how the proposed program, project or event is a benefit to the City/community.

The California Dream WTT applied for a \$20,000 Economic Development Support Grant Part I on May 4, 2015. The application is included as Attachment 1 and was reviewed by staff against the funding criteria. The California Dream is a new WTT franchise with ownership that has managed WTT franchises in Kansas City, MO and Irving, Texas for 20 years. In the past, WTT has attracted spectators from all over the greater Sacramento region, from Rancho Murrieta to Granite Bay. This attraction brings consumers from Sunrise MarketPlace’s important secondary trade zone. In addition, this event will bring an underused section of the Sunrise Mall parking lot to life; creating a sense of place for the month of July with activity, people, food and entertainment. Being its first year, the Finance Committee recommended funding the application for its full requested amount.

The California Dream is requesting the City sponsor the event for \$20,000. In exchange for this sponsorship, the City will receive several assets including, but not limited to: court logo behind one of the baselines; two court-side signs; 1 PA announcement per home match (content to be provided by City); 20 general admission tickets; and a 10 by 10 tent in the corporate village to promote the City services and hand out literature for the community charities. A full list of benefits is included in the application.

Conclusion

The California Dream WTT has submitted a sponsorship application to the Economic Development Support Fund – Part I in the amount of \$20,000. After review of the application by staff and the Finance Committee, the Finance Committee recommended the application be funded for \$20,000. Staff recommends the City Council approve the attached Resolution, approving a Economic Development Support Fund sponsorship in the amount of \$20,000 to California Dream WTT.

Attachments: (1) Application
(2) Resolution

RESOLUTION NO. 2015- ____

APPROVE RESOLUTION 2015____, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, APPROVING A SPONSORSHIP IN AN AMOUNT NOT TO EXCEED \$20,000 TO THE CALIFORNIA DREAM WORLD TEAM TENNIS FROM THE ECONOMIC DEVELOPMENT SUPPORT FUND – PART I.

WHEREAS, the City Council approved the Economic Development Support Fund – Part I on March 14, 2013 to improve economic development; and

WHEREAS, the purpose of the Economic Development Support Fund – Part I is to provide sponsorship and grants that promote the City of Citrus Heights' commerce and increase business activity through increased jobs, expanding the trade zone and increased tax base to name a few; and

WHEREAS, on May 28, 2015, the City Council approved \$150,000 for the Economic Development Support Fund for Fiscal Year 2015-2016; and

WHEREAS, the California Dream World Team Tennis has submitted a sponsorship application for \$20,000 to the Economic Development Support Fund; and

WHEREAS, the Finance Committee met on May 26, 2015, to review the application and recommend to the City Council that the application be approved in the amount of \$20,000.

NOW THEREFORE BE IT RESOLVED AND ORDERED that the City of Citrus Heights does hereby approve a sponsorship in an amount not to exceed \$20,000 and as determined by the City Council for the California Dream World Team Tennis from the Economic Development Support Fund – Part I.

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 11th day of June 2015 by the following vote, to wit:

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

Susan Frost, Mayor

ATTEST:

Amy Van, City Clerk

City of Citrus Heights
ECONOMIC DEVELOPMENT SUPPORT FUND – PART I
Application
FY 2014/2015

Submit Application to: Community & Economic Development Department
Attn: Devon Rodriguez, Development Specialist
6237 Fountain Square Drive
Citrus Heights, CA 95621

Phone: (916) 725-2448
Fax: (916) 725-5799

PROCESS

The City of Citrus Heights provides limited funding for business associations, organizations and other efforts that will improve economic development as described in the program goals and application criteria.

This application form is to be used for General Fund support for a specific economic development related project, program or event. Requests for Community Development Block Grant Funding, Community Support funding or non-General Funds use a separate application form. For information on the timeline and process for these programs, contact:

Community Support Program – City Manager’s Office, (916) 725-2448
Community Development Block Grant – Housing & Grants, (916) 725-2448

Applications for funds will be considered at any time. All applications at or over \$5,000 are subject to review by the Finance Committee and approval by the City Council. Applications under \$5,000 can be approved at the City Manager’s discretion if the application meets the program criteria. The City Council and Finance Committee or City Manager will assess the application based on the responses to the questions listed in Part Two of this application. The City Council requires that these funding decisions be made in a regular or special Council meeting. In the event an application is made for Economic Development Support Funds that is suited for other funding sources (e.g. federal CDBG funds, Community Support) the Council may defer action and refer the applicant to the alternative funding source.

Note: Submission of application is not guarantee of funding. Upon the submittal of application, applicant must provide supporting documentation as described in the application. The City reserves the right to ask for addition information as part of the review process. If funding is approved, the applicant will be contacted by the City. Incomplete applications may be disqualified from consideration. City funding may not be used for the purpose of providing stipends to elected officials.

Please refer all questions regarding this application to Devon Rodriguez, Development Specialist at (916) 725-2448 or drodriguez@citrusheights.net.

APPLICATION FOR ECONOMIC DEVELOPMENT SUPPORT FUND – PART I FUNDING

Part One – General Information

Organization Name: California Dream		Project Name: Dream Stadium	
Address:	5911 Sunrise Mall	Phone: 916-567-6000	
	Citrus Heights, CA 95610	Fax:	
	Location of Dream Stadium is @ Greenback & Sunrise Blvd. @ Sunrise Mall in Citrus Heights, CA	Website: Californiadreamtennis.com	
Contact Person (Name/Title):	Jeff Launius Owner/General Manager	Phone: 916-967-6000 Email: jeff@californiadreamtennis.com	
Amount of Funding Requested:			\$ 20,000

Part Two – Project Specifics

- 1) **PROJECT DESCRIPTION.** Provide a brief and clear description of your project, including but not limited to: dates, time period, etc. (no more than 2 pages, typed).

- **Identify if your request is for a grant or sponsorship. If your request is for a sponsorship, clearly outline the specific, concrete benefits to the City.**

The inaugural World TeamTennis team, California Dream is seeking a partnership with the City of Citrus Heights and an agreed upon sponsorship (proposed sponsorship is attached).

- If the city has provided funding for your project in prior years, please indicate the date of previous applications/requests, the name of the project, description of what the funds were used for, and the dollar amount that was funded.

Previously the City of Citrus Heights has supported the value of World TeamTennis to the city of Citrus Heights through sponsorship agreements with the Sacramento Capitals. It is our understanding that the amount of funding awarded in 2013 was \$10,000; which was utilized to offset the expense of the venue.

World TeamTennis is very popular in the greater Sacramento area and is returning with the inaugural debut of the California Dream. Historically there has been great success in having the tennis matches played at Sunrise Mall. Vendors, companies and spectators from all over Sacramento and the surrounding areas come to Citrus Heights to watch World TeamTennis. The Dream stadium seating capacity is approximately 2,300 with additional people at the event as vendors, league officials, volunteers and participants.

The California Dream is a franchise of Mylan World TeamTennis. As in the past seasons of World TeamTennis, we will build a stadium in the Sunrise Mall parking lot near Macy's. The stadium build will start June 1st and is tentatively scheduled to be complete by June 30th. It will be used for our home matches, practices and promotional events until the end of July. It may also be used at the end of July for the Western Conference Finals. We are working on a kid's clinic, possibly tied in with CHPD PALS. We are also working with the high school coaches and their tennis teams. We will have family night specials, two USTA nights, a Chamber night for all chambers in the greater Sacramento area, a Military night and Throw back Thursday when the Bryan brothers are here.

We have a dynamic and competitive roster this year. The #1 in the world men's doubles players, Mike and Bob Bryan, will be our marquee players. They won the Olympic gold medal in 2012 for doubles. The Bryan Brothers have won an all-time record 16 Grand Slam titles. Aisam Qureshi has won 10 doubles titles on the ATP World Tour. Anabel Medina Garrigues was named Mylan WTT Female Rookie of the year in 2014 with the Texas Wild. She has won two WTA doubles titles in 2014. Jarka Gajdosova will play her fourth season of Mylan WTT. She has also been a Mylan WTT Female Rookie of the year in 2007. Tennys Sandgren will play his first season of Mylan WTT with the California Dream.

The team will be coached by David Macpherson who is also the coach of the most successful doubles team ever and ranked no. 1 in the world – the Bryan Brothers. Coach Macpherson won Mylan WTT Coach of the Year in 2014. As a player, he won 16 ATP World Tour doubles titles.

The home schedule is attached. The Bryan Brothers will play the home match on July 23rd. The Mylan Western Conference Finals would be July 30th if we host it. The matches are in the evenings. Gates open at 6:00 p.m. and the matches should finish around 10:30. Practices and promotional events will occur at other times.

- 2) **PROGRAM PURPOSE.** Describe which of the following program objectives your project meets. More than one project objective may be identified.
- Increase job base
 - Increase tax base
 - Attract new shoppers/expand trade zone
 - Promote/market a specific commercial areas/City
 - Create or enhance a sense of place
 - Improve aesthetics of a commercial area
 - Improve the perception and/or practice of City as business friendly

The Dream Stadium provides temporary employment for both set up and operation during the Dream's season. California Dream will use companies, vendors, consultants and volunteers. This will increase the job base.

The California Dream spectators will come from all over the greater Sacramento area - Roseville, Granite Bay, Sacramento, East Sacramento, Land Park, Citrus Heights, Loomis, Woodland, Fair Oaks, Galt, Davis, West Sacramento, Antelope, Orangevale, El Dorado Hills, Diamond Springs, Gold River, Elk Grove, Folsom, Auburn, Rancho Cordova, Rescue, Chico, Lodi, Rancho Murieta, and more. In addition, they will come from the Bay area and other surrounding areas for Mylan WTT's Northern California

team. The event will bring consumers from Sunrise MarketPlace's important secondary trade zone. Research has shown that attendees spend an average of \$70 per match in surrounding restaurants and businesses.

The California Dream will use, if approval is given, the city of Citrus Heights logo on our website and any printed materials which will reach tens of thousands of households in the greater Sacramento area. The City of Citrus Heights can have banners, announcements and multiple other components with a partnership (please see attached Sponsorship agreement for full details to promote the City of Citrus Heights).

In addition, the July 23rd match with the Bryan brothers can provide a great opportunity for the City of Citrus Heights as it will be a match played on national TV. We can be sure to have the City of Citrus Heights logos in prominent places.

Sacramento has a proven track record with sports events such as the Sacramento Kings, River Cats and Republic Soccer. With much of the attention of sports and entertainment enthusiasts focused downtown; hosting the WTT will shine a bright spotlight on Citrus Heights. Just as SMP has created defined destination with environmental branding, marketing and events; the California Dream will bring an underused section of the Sunrise Mall parking lot to life. For the month of July, this patch of asphalt will become animated with activity, people, food and entertainment. It will become a "place".

- 3) **PROJECTED OUTCOME/BENEFIT.** What is expected to result from this project? Describe how an accurate record of this was obtained and will be maintained. Also, using the objectives listed in #2 above; describe how the proposed program, project or event is providing a benefit to the City/community? (no more than 1 page, typed).

As detailed above, the successful outcome of the California Dream season will:

- Bring new customers from the region to the City of Citrus Heights*
- Increase sales revenue and consequently sales tax revenue to the City (money spent by fans in Citrus Heights has been documented to range between \$134,000.00 and \$167,500.00 in the month of July, per Sunrise MarketPlace data.*
- Generate marketing and advertising for the city and surrounding businesses*
- Bring professional teams/players into the city*
- Provide fun and entertainment for the whole family with a wide range of ages*
- Generate awareness and positive economic impact*

We will monitor our ticket sales, database and sponsorships from businesses in the area. We plan to collect demographic data on the people that come to the matches, how they heard about the matches and other statistical data to help us provide information to sponsors in future seasons.

- 4) **LEVERAGING OF FUNDS.** What is the total project cost? How much of this is the City being asked to fund? Does your organization have any other funds or funding commitments to assist in financing the project?

*The Approximate Costs of the project: \$900,000. This includes construction of the venue (stadium, fencing, portable toilets, tents, seats, etc.) as well as operational costs (security, staff) and the players and attendant player costs (transportation, salaries, accommodations, uniforms, etc.)
The city is being asked to fund approximately 2.2% of the costs to build the stadium. Other funding sources include national and local sponsors and revenue from ticket sales.*

- 5) **SUSTAINABILITY.** In almost all cases the City's support of an outside organization should be considered a temporary or one-time commitment. Does your organization or event have a plan to become financially self-sustaining?

The California Dream's main revenue stream is projected to be National and Local Sponsorships and Ticket Sales. This is the inaugural season for this team to the Dream Stadium at Sunrise Marketplace in Citrus Heights.

We hope in reviewing the California Dream's Application for the City of Citrus Heights Economic Development Fund that it is taken into account the dollars that will be brought into the city from spectators that attend the matches, the marketing/advertising that occurs for the city and positive community and economic impact the Stadium provides. The Stadium has to be reconstructed each season.

This is a unique situation in that the venue must be reconstructed each season. This results in additional costs that would not normally be borne by a WTT team. However, we feel that this location and this City offer a unique opportunity to interact with the community and bring tennis out of the country clubs and into the neighborhoods. We will be outreaching into the community and working with community groups such as the Citrus Heights Rotary and the Chamber. Working together with the City and Sunrise MarketPlace, we can provide a great amenity for residents and consumers looking for a fun and different way to spend a summer evening under the stars.

- 6) **SCHEDULE.** Provide a schedule indicating when funds will be needed, when the project is to be implemented, and when it will be completed.

The project will begin June 1st and be completed by June 30th. The season will run from July 12th – July 30th. The funds will be needed July 1, 2015. We thank you in advance for your consideration.

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

Signature

Date

****If approved, the applicant must provide a summary of the award, no later than 30-days after the end of the program, project or event.**



City of Citrus Heights Sponsorship

Facts

- The California Dream, relocated to the Greater Sacramento area from Texas under a new ownership group
- Sacramento has hosted World TeamTennis for 28 years and everyone here is familiar with World TeamTennis and has missed it since the team left after the 2013 season.
- Season tickets are already reserved due to the positive excitement of World TeamTennis back in Sacramento for the California Dream's inaugural season.
- The Dream will play in a 2300 seat venue at the Sunrise Mall, located in Citrus Heights, CA and the team is centrally located in the Greater Sacramento area. The new team colors are orange, purple and lime.
- The regular season is 7 home matches with the possibility of hosting the Western Conference championship on Thursday, July 30th 2015 if the Dream should finish with the best record in the Western Conference. The Dream's Home Schedule is as follows:
 - July 13th vs. Springfield
 - July 14th vs. Philadelphia
 - July 17th vs. Austin
 - July 18th vs. Boston
 - July 21st vs. Springfield
 - July 23rd vs. San Diego (Bryan Brothers)
 - July 29th vs. San Diego
 - July 30th – Western #2 vs Western #1 – WTT Western Conference Championship
- World TeamTennis is celebrating its 40th anniversary and only 4 other Leagues have achieved such a milestone. They are: NBA, NHL, MLB and NFL and WTT.
- The Dream teamed up with CBS13 and CW31 television as TV partners.

Brand Recognition

- **City of Citrus Heights** will have an on court logo located behind one of the baselines. This will be visible to all patrons and live stream viewers.
- **City of Citrus Heights** will receive national exposure with the above mentioned court logo and any other visible logos on national TV on July 23, 2015 when the Bryan brothers play here in the **City of Citrus Heights**.
- **City of Citrus Heights** logo will be included on all promotional materials produced by the California Dream. This includes ticket brochures, promotional posters, fliers and Season Ticket brochures.
- **City of Citrus Heights** logo will be displayed on the California Dream website sponsor page with a direct link to your website
- **City of Citrus Heights** logo will be on a rotation on the home page of the California Dream website as a sponsor of the Dream

- **City of Citrus Heights** will be tagged in all of the California Dream advertising where applicable...TV, print, billboards and radio when possible
- **City of Citrus Heights** will receive 2 court-side signs – one on the East side and one on the West side (provided by the Dream) approximate size is 3-1/2 by 8 feet).
- **City of Citrus Heights** will receive 1 PA announcements per home match (content for the PA's will be provided by the sponsor)
- **City of Citrus Heights** logo will be on the video scoreboard rotation throughout all home matches.
- **City of Citrus Heights** will receive 1 Grandstand sign (size will be 3 by 6 feet and will be provided by sponsor. The PMS colors will be provided to **City of Citrus Heights** very soon for production)
- **City of Citrus Heights** will receive an ad in the Dreams Game night program. Dimensions of the ad will be provided to **City of Citrus Heights** upon signing of the agreement.

Entertainment

- **City of Citrus Heights** will receive 6 tickets to elite Owners Club located at the South end of the venue. It will include one table with 6 seats and the opportunity to mingle with other Owners Club members. This will be a secured area so only those with Owners Club tickets will be admitted. This includes a high end buffet provided by Randy Peters catering and includes beer and wine.
- **City of Citrus Heights** will receive 4 Box VIP seats located on the first 4 rows of the west and north sides. This area will have food and beverage service (food and beverage cost not included). These seats are located right on top of the court for the best viewing.
- **City of Citrus Heights** will receive 20 General Admission tickets.
- **City of Citrus Heights** will receive 6 invites to the Meet the Team party (details to be determined shortly)
- **City of Citrus Heights** will receive a 10 by 10 tent in the corporate village to promote the **City of Citrus Heights** services and hand out literature to the Dream patrons for the Community charities.

The California Dream will be hosting a City of Citrus Heights night on Friday, July 17, 2015 against the Austin Aces. The General Admission ticket price for residents and businesses of the City of Citrus Heights will be only \$10 dollars. This is 50% off the General Admission price and the lowest price that we are selling any of our tickets for this season. California Dream would also like to involve the City of Citrus Heights council members to participate in the half time activity for this special night.

The City of Citrus Heights, the Citrus Heights Chamber of Commerce and the California Dream will all work together to promote the City of Citrus Heights night.

California Dream would like to have a council member at each home match to hit the first Serve of the match.

The California Dream would ask **City of Citrus Heights** to help promote the Dream to their employees and other opportunities that may arise. The Dream will provide **City of Citrus Heights** with any promotional material needed to promote to their employees and others. Also, the Dream can provide logos, etc. so the **City of Citrus Heights** can tag or help advertise the Dream in any of their advertising.

Total Sponsorship Investment: \$20,000 (Net)

Payable by July 1, 2015

Agreed: _____ Date: _____

Name (Print) _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

Agreed: _____ Date: _____

Email: jeff@californiadreamtennis.com



California Dream Home schedule

<i>Date</i>	<i>Opponent</i>
Monday, July 13	Springfield
Tuesday, July 14	Philadelphia
Friday, July 17	Austin
Saturday, July 18	Boston
Tuesday, July 21	Springfield
Thursday, July 23	San Diego (Bryan Brothers)
Wednesday, July 29	San Diego
*Thursday, July 30	Western #2 @ Western #1 – WTT Western Conference Championship



CITY OF CITRUS HEIGHTS

Memorandum

June 11, 2015

TO: Mayor and City Council Members
Henry Tingle, City Manager

FROM: Stefani Daniell, Finance Director

SUBJECT: **Intention to Record Delinquent Solid Waste Service Charges on Tax Roll**

Approved and Forwarded to City Council

Fin.

Atty.

Henry Tingle, City Manager

Summary and Recommendation

It is recommended that the attached resolution be adopted. This resolution states the City Council's intention to record delinquent solid waste charges, penalties, and interest on the tax roll to be collected with the general tax levy collected by Sacramento County. Delinquent charges are recorded on the tax roll once each year.

Fiscal Impact

The County charges an annual fee of \$70.00 plus \$0.48 cents per levy to record delinquent accounts on the tax roll. The actual number of delinquent accounts will be determined on July 1, 2015.

Background and Analysis

Per the City's Municipal Code Chapter 74 Section 172, the City can record delinquent solid waste charges, penalties, and interest on the annual tax roll. The Code also provides for a public hearing before the City Council for hearing objections to the proposed action or amount of charges, or both. The public hearing is set for July 9, 2015.

As of May 29, 2015 there were 1,031 delinquent accounts, with a past due balance of \$352,440.78 and penalties of \$35,244.08. The list of delinquent accounts will be updated and recorded on the tax roll in August 2015. The County will collect one half of the amount due on December 10, 2015 and one half on April 10, 2016. The County will forward the payments to the City in January and May 2016.

Attachment: (1) Resolution of Intention to Record Delinquent Solid Waste Service Charges on Tax Roll

RESOLUTION NO. 2015 - ____

**RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE
CITY OF CITRUS HEIGHTS TO RECORD DELINQUENT
SOLID WASTE SERVICE CHARGES TO THE PROPERTY TAX ROLL**

WHEREAS, the City Council of the City of Citrus Heights has determined that charges for solid waste collection services will be paid by the owner of record of the parcel receiving such services; and

WHEREAS, Sacramento County will collect from the owner of record via the annual general tax levy any delinquent charges, penalties, and interest submitted to the County by the City of Citrus Heights; and

WHEREAS, City Council sets July 9, 2015 at 7:00 p.m., or as soon thereafter as the matter may be heard, at the Community Center, 6300 Fountain Square Drive, Citrus Heights as the time and place where any and all persons having objections to the proposed collection of delinquent solid waste charges, penalties, and interest can show cause as to why the proposed actions should not be carried out in accordance with the Resolution of Intention.

NOW THEREFORE BE IT RESOLVED that the City Council hereby gives notice that any owner of property liable to be assessed for a delinquent solid waste charge may, at any time not later than the hour set for hearing objections to the proposed collection of such delinquent charges on the tax roll, make and file with the City Clerk a written protest against the proposed action herein described or against the amount of charges, or both.

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this ____ day of _____, 2015, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sue Frost, Mayor

ATTEST:

Amy Van, City Clerk



CITY OF CITRUS HEIGHTS

Memorandum

June 11, 2015

TO: Mayor and City Council Members
Henry Tingle, City Manager

FROM: Ronda Rivera, Human Resources/City Information Director
Sharon Neilson, Senior Management Analyst

SUBJECT: **Resolutions Eliminating Employer Paid Member Contribution for Employees in the Miscellaneous Group and Safety Group**

Approved and Forwarded to City Council

Fin.

Atty.

Henry Tingle, City Manager

Summary and Recommendation

In December 2009, the Citrus Heights City Council implemented several cost saving measures. One of the cost saving measures implemented, included a graduating schedule where employees would begin contributing towards the cost of retirement benefits. The employer paid member contribution has changed each year beginning in July 2011 per the schedule below:

<u>Miscellaneous Group</u>		<u>Safety Group</u>	
July 2011	7%	July 2011	8%
October 2011	4%	October 2011	4%
July 2012	3%	July 2012	3%
July 2013	2%	July 2013	2%
July 2014	1%	July 2014	1%
July 2015	0%	July 2015	0%

The California Public Employees' Retirement System (CalPERS) requires the governing body to adopt a new resolution each time changes are made to the employer paid member contribution (EPMC). The City of Citrus Heights will be eliminating Employer Paid Member Contributions for Miscellaneous and Safety members effective with the first full pay period in July 2015.

Staff recommends that the City Council adopt Resolutions eliminating the employer paid portion of the member contribution as detailed above.

Fiscal Impact

The amount the City will realize in savings is determined by the actual CalPERS reportable compensation for each year. The estimated savings to all funds for FY 15/16 is approximately \$119,000.

Background and Analysis

In January 2004, the City Council adopted Resolution 2004-05 which set the amount of normal member contributions for the Miscellaneous Group to be paid by the City at eight percent (8%).

In December 2005, the City Council adopted Resolution 2005-117 which set the amount of normal member contributions for the Safety Group to be paid by the City at nine percent (9%).

In keeping with the City Council's vision of fiscal responsibility, several cost savings measures were adopted by the City Council in December 2009. One of the cost saving measures required unrepresented employees to contribute one percent of the member's contribution towards CalPERS retirement benefits effective July 1, 2011.

In January 2010, the City Council approved an MOU with the CHPOA where all represented employees were to contribute one percent (1%) of the member's contribution towards CalPERS retirement benefits effective July 1, 2011.

In October 2010, the City Council formalized the above actions by adopting Resolutions 2010-113 and 2010-114 requiring employees in both the Miscellaneous Group and the Safety Group to contribute one percent (1%) of the member contribution towards CalPERS retirement benefits. In addition, the City Council adopted Resolution 2010-115 implementing Internal Revenue Code 414(h)2 which allows employee contributions to be done on a pre-tax basis.

In April 2011, the City Council adopted Resolutions 2011-57 and 2011-58 requiring all new employees in the Miscellaneous and unrepresented Safety Groups to pay the full member contribution.

In May 2011, represented employees agreed to an extension of the current Memorandum of Understanding to include represented employees paying 5% of the member contribution effective October 2011. The CHPOA also agreed to requiring newly hired members to pay the full member contribution rate.

In June 2011, the City Council adopted Resolutions 2011-074 requiring Miscellaneous Group employees to contribute four percent (4%) of the member contribution towards CalPERS retirement benefits, and Resolution 2011-73 requiring Safety and Unrepresented Safety Group employees to contribute five percent (5%) of the member contribution towards CalPERS retirement benefits.

In June 2012, the City Council adopted Resolutions 2012-64 requiring employees in the Miscellaneous Group to contribute five (5%) of the member contribution towards CalPERS retirement benefits, and Resolution 2012-65 requiring represented employees in the Safety

Subject: Resolutions Adopting Changes to the Employer Paid Member Contributions

Date: June 11, 2015

Page 3 of 3

Group and Unrepresented employees in the Safety Group to contribute six (6) percent of the member contribution towards CalPERS retirement benefits.

In June 2013, the City Council adopted Resolutions 2013-047 requiring employees in the Miscellaneous Group to contribute six percent (6%) of the member contribution towards CalPERS retirement benefits, and Resolution 2013-048 requiring represented employees in the Safety Group, and Unrepresented employees in the Safety Group, to contribute seven percent (7%) of the member contribution towards CalPERS retirement benefits.

In May 2014, the City Council adopted Resolutions 2014-041 requiring employees in the Miscellaneous Group to contribute seven percent (7%) of the member contribution towards CalPERS retirement benefits, and Resolution 2014-042 requiring represented and Unrepresented employees in the Safety Group, to contribute eight percent (8%) of the member contribution towards CalPERS retirement benefits.

In December 2012, the state adopted the Public Employees' Pension Reform Act (PEPRA). Under PEPRA, new members to the CalPERS system hired after January 1, 2013 are required to pay the full normal contribution and are not eligible for Employer Paid Member Contribution.

Upon approval of this Resolution, the employer paid member contribution will decrease to zero and all employees will be paying the full member contribution effective with the first full pay period in July 2015.

Conclusion

Staff recommends that the City Council adopt the following Resolutions eliminating the employer paid member contribution as detailed above.

Attachment: Resolution Eliminating Employer Paid Member Contributions for Employees in the Miscellaneous Group

Resolution Eliminating Employer Paid Member Contributions for Employees in the Safety Group

RESOLUTION NO. 2015- ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, ELIMINATING EMPLOYER PAID MEMBER CONTRIBUTIONS
FOR EMPLOYEES IN THE SAFETY GROUP**

WHEREAS the governing body of the **CITY OF CITRUS HEIGHTS** has the authority to implement Government Code section 20691; and

WHEREAS the governing body of the **CITY OF CITRUS HEIGHTS** has a written labor policy or agreement which specifically provides for a portion of the normal member contributions to be paid by the employer; and

WHEREAS one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the **CITY OF CITRUS HEIGHTS** of a Resolution to commence said Employer Paid Member Contributions (EPMC); and

WHEREAS the governing body of the **CITY OF CITRUS HEIGHTS** has identified the following conditions for the purpose of its election to pay EPMC:

- Regular, probationary, limited-term, provisional or temporary employees of the **UNREPRESENTED SAFETY GROUP** who are hired on or before **April 14, 2011** and whose enrollment into the California Public Employees' Retirement System (CalPERS) is effective on or before **April 14, 2011** shall receive this benefit. Regular, probationary, limited-term, provisional or temporary employees of the **REPRESENTED SAFETY GROUP** who are hired on or before **June 10, 2011** and whose enrollment into the California Public Employees' Retirement System (CalPERS) is effective on or before June 10, 2011 shall receive this benefit.
- This benefit shall consist of paying **zero (0) percent** of the normal member contributions as EPMC **effective with the first full pay period in July 2015.**
- Limited-term, provisional or temporary employees of the **UNREPRESENTED SAFETY GROUP** who are hired into regular or probationary positions on or after **April 15, 2011** or whose enrollment in CalPERS is effective on or after **April 15, 2011** shall not receive this benefit.
- Regular, probationary, limited-term, provisional or temporary employees of the **UNREPRESENTED GROUP** who are hired on or after **April 15, 2011**, shall not receive this benefit.
- Limited-term, provisional or temporary employees of the **REPRESENTED SAFETY GROUP** who are hired into regular or probationary positions on or after **June 10, 2011** or whose enrollment in CalPERS is effective on or after **June 10, 2011** shall not receive this benefit.

- Regular, probationary, limited-term, provisional or temporary employees of the **REPRESENTED SAFETY GROUP** who are hired on or after **June 10, 2011**, shall not receive this benefit.
- The effective date of this Resolution shall be **June 11, 2015**.

NOW THEREFORE BE IT RESOLVED AND ORDERED that the governing body of the **CITY OF CITRUS HEIGHTS** elects to pay EPMC, as set forth above.

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 11th day of June 2015 by the following vote, to wit:

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

Susan Frost, Mayor

ATTEST:

Amy Van, City Clerk

RESOLUTION NO. 2015 ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS CALIFORNIA,
ELIMINATING EMPLOYER PAID MEMBER CONTRIBUTIONS
FOR EMPLOYEES IN THE MISCELLANEOUS GROUP**

WHEREAS the governing body of the **CITY OF CITRUS HEIGHTS** has the authority to implement Government Code section 20691; and

WHEREAS the governing body of the **CITY OF CITRUS HEIGHTS** has a written labor policy or agreement which specifically provides for a portion of the normal member contributions to be paid by the employer; and

WHEREAS one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the **CITY OF CITRUS HEIGHTS** of a Resolution to commence said Employer Paid Member Contributions (EPMC); and

WHEREAS the governing body of the **CITY OF CITRUS HEIGHTS** has identified the following conditions for the purpose of its election to pay EPMC:

- Regular, probationary, limited-term, provisional or temporary employees of the **MISCELLANEOUS GROUP** who are hired on or before **April 14, 2011**, shall receive this benefit.
- This benefit shall consist of paying **zero (0) percent** of the normal member contributions as EPMC effective **with the first full pay period in July 2015**.
- Limited-term, provisional or temporary employees of the **MISCELLANEOUS GROUP** who are hired into regular or probationary positions on or after **April 15, 2011** shall not receive Employer Paid Member Contributions.
- Regular, probationary, limited-term, provisional or temporary employees of the **MISCELLANEOUS GROUP** who are hired on or after **April 15, 2011**, shall not receive this benefit.
- The effective date of this Resolution shall be **June 11, 2015**.

NOW THEREFORE BE IT RESOLVED AND ORDERED that the governing body of the **CITY OF CITRUS HEIGHTS** elects to pay EPMC, as set forth above.

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 11th day of June 2015 by the following vote, to wit:

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

Susan Frost, Mayor

ATTEST:

Amy Van, City Clerk



CITY OF CITRUS HEIGHTS

Memorandum

June 11, 2015

TO: Mayor and City Council Members
Henry Tingle, City Manager

FROM: David Wheaton, General Services Director
Ikram Chaudry, City Engineer
Stuart Hodgkins, Principal Civil Engineer

SUBJECT: Sylvan Road Accessibility and Safety Improvements Project
Project No. 20-11-003
Award of Contract

Approved and Forwarded to City Council

_____ Fin.

_____ Atty.

Henry Tingle, City Manager

Summary and Recommendation

On April 22, 2015, the City advertised for bids for the Sylvan Road Accessibility and Safety Improvements Project. The City received four (4) bids for the project. Bids were opened, publicly read aloud and evaluated to ensure proposing contractors' responsiveness to our bidding requirements and as well as their financial responsibilities.

<u>Bidder</u>	<u>Base Bid</u>	<u>Additive Alternate</u>
Central Valley Engineering and Asphalt	\$1,098,064.05	\$75,977.53
McGuire and Hester	\$1,180,630.00	\$84,833.00
B&M Builders Inc.	\$1,208,009.75	\$93,352.00
Martin Brothers Construction	\$1,253,259.20	\$101,094.80

The apparent low bid received from Central Valley Engineering and Asphalt was deemed to be non-responsive due to their failure to include required Federal forms with the bid. After a thorough analysis, staff has determined that McGuire and Hester submitted the lowest responsive and responsible Base Bid.

At this time staff recommends the City Council approve the attached Resolution, authorizing the City Manager to execute an agreement with McGuire and Hester in the amount of \$1,180,630.00 for the Base Bid submitted for the Sylvan Road Accessibility and Safety Improvements Project.

Fiscal Impact

The Contractor's bid for the project Base Bid is \$1,180,630.00. However, this bid is based upon estimated quantities, which may vary due to actual field conditions. Ultimately, the Contractor is paid for actual work completed based upon the unit price bid, which may require the approval of a change order. Change orders for amounts less than 15% of the total contract price shall require prior written

approval of the City Manager. Change orders for amounts equal to or greater than 15% of the total contract price shall require prior written approval of the City Council. Construction, construction management, inspection and materials testing will be funded by Economic Development Initiative-Special Project Grant Funds (EDI-SP, administered by HUD), Gas Tax, Measure A Capital, Oak Tree Preservation, and Stormwater Utility Funds, as identified in the 2015/2016-2019/2020 Capital Improvement Program. Adequate funds have been budgeted to support the Base Bid as well as the Additive Alternate.

Background and Analysis

In response to several Americans with Disabilities Act (ADA) accessibility accommodation requests and in keeping with the City's "Complete Streets" philosophy, the Sylvan Road Accessibility and Safety Improvements Project was developed. The project utilizes an appropriations grant (EDI-SP), specifically allocated for constructing ADA infrastructure improvements. This project will install accessibility and operations upgrades to the Sylvan Road/Stock Ranch Road traffic signal, including ADA curb access ramps, pedestrian pushbuttons and audible countdown devices; will construct drainage improvements; and approximately 1,350 lineal feet of in-fill sidewalk along the east side of Sylvan Road from San Juan Avenue to the San Juan Creek bridge. The project will also install passive-park improvements at the north east corner of the Sylvan Road/San Juan Avenue intersection. Additionally, new street lights will be erected as well as new median barriers to help better preserve the existing heritage Oak Trees within the project area.

The bid package included Additive Alternate (AA), which is for a designated southbound right turn lane from Sylvan Road into Stock Ranch Road. Staff is coordinating with the property owners to obtain right of way to construct these additional improvements. The complete bid result can be found on Bid Opening Summary Sheet attached as Exhibit A

The City of Citrus Heights advertised for the bids on April 22, 2015, and four (4) bids were received. After a thorough analysis, staff has determined that McGuire And Hester was the lowest responsive and responsible Base Bid (award must be based upon lowest Base Bid). Council may now award a contract to the lowest responsive, responsible bidder.

Conclusion

Staff recommends the City Council approve the attached Resolution authorizing the City Manager to execute an agreement with McGuire And Hester for the Sylvan Road Accessibility and Safety Improvements Project Base Bid.

Attachments: 1) Exhibit A - Bid Opening Summary
2) Resolution



Bid Opening Summary Sheet
Sylvan Road Accessibility and Safety Improvements Project
Friday, May 22, 2015 - 2:00 PM

EXHIBIT A

Bidder Checklist for:	Central Valley Engineering & Asphalt	McGuire & Hester	B&M Builders, Inc.	Martin Brothers Construction		
Addendum No. 1	X	X	X	X		
Addendum No. 2	X	X	X	X		
Bid Proposal Form	X	X	X	X		
Bid Schedule	X	X	X	X		
Bidder's Bond	X	X	X	X		
Contractor's License Form	X	X	X	X		
Non-Collusion Affidavit	X	X	X	X		
Designation of Subs	X	X	X	X		
Experience/Qual Statement	X	X	X	X		
Final Signature and Proposal Acknowledgement Page	X	X	X	X		
SP-43 & SP-33 Fed Forms	Missing	X	X	X		
Bidder attended Mandatory Pre-Bid Conference	X	X	X	X		
Total Bid Price:	\$1,098,064.05	\$1,180,630.00	\$1,206,239.75	\$1,253,259.20		

Subcontractor List (Apparent Low Bidder)			Subcontractor List (Next Lowest Bidder)			Subcontractor List (Next Lowest Bidder)		
Subcontractor	Category	Amount	Subcontractor	Category	Amount	Subcontractor	Category	Amount
Saint Francis Electric	Electrical	\$140,250.00	Center Point Engineering, Inc.	Survey	\$6,650.00	Saint Francis Electric	Electrical	\$139,750.00
Centerline Striping Company	Striping	\$10,496.00	Apson Landscaping, Inc.	Landscaping	\$19,719.00	Midstate Barrier Inc.	Guardrail	\$133,616.00
MBI	Guardrail	\$127,500.00	B&B Asphalt	Asphalt	\$128,867.50	Clearwater Landscaping Services	Landscaping/Irrigation	\$46,662.00
CPM	Slurry Seal	\$22,666.00	California Pavement Maint.	Slurry Seal	\$22,666.00	RE Maher	Concrete	\$178,274.00
RE Maher	Concrete Flat Work	\$178,274.00	Harrison Concrete Cutting, Inc.	Concrete	\$4,646.50	CPM	Slurry Seal	\$22,666.00
Hennessey & Dees	Landscaping & Irrigation	\$41,000.00	Teller Geosynthetics	Paving	\$7,360.00	Sierra Traffic Markings	Striping/Signage	\$110,100.00
			Centerline Striping	Striping	\$10,496.00			
			GM Construction & Developments	Water Tap	\$4,205.00			
			Pacific Excavation, Inc.	Electrical	\$144,606.00			
			R&R Maher Construction	Concrete	\$193,890.20			
			Midstate Barrier, Inc.	Guardrail	\$133,616.00			

Apparent Low Bidder:	McGuire & Hester	Original Project Estimate:	\$1,083,000.00
Bids Opened/Read By:	Amy Van, City Clerk	Comments:	The bid submitted by Central Valley Engineering is considered non-responsive due to required federal forms not being submitted with the bid.
Bids Checked By:	Frieda Morales for Gloria Blair, Project Assistant		
Witnessed By:	Ifram Chaudry, Project Manager		

RESOLUTION NO. 2015 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH MCGUIRE AND HESTER FOR THE
SYLVAN ROAD ACCESSIBILITY AND SAFETY IMPROVEMENTS PROJECT**

WHEREAS, the City Council of the City of Citrus Heights, California, wishes to proceed with the Sylvan Road Accessibility and Safety Improvements Project; and

WHEREAS, subject project focuses on pedestrian and Americans with Disabilities Act (ADA) enhancements to improve walkability and accessibility along Sylvan Road; and

WHEREAS, bids for the Project were opened on May 22, 2015 and McGuire And Hester was determined to be the lowest responsive, responsible bidder for the subject project; and

WHEREAS, adequate Economic Development Initiative-Special Project Grant Funds, Gas Tax, Measure A Capital, Oak Tree Preservation, and Stormwater Utility Funds, as identified in the 2015/2016-2019/2020 Capital Improvement Program have been budgeted for this project.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights hereby authorizes the City Manager to execute an agreement, in the amount of \$1,180,630.00, with McGuire And Hester for the Base Bid for the Sylvan Road accessibility and Safety Improvements Project and that a copy of the Agreement is available and on file in the City Clerk's office and is incorporated herein by reference and made a part of this Resolution.

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

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this June 11, 2015, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Susan Frost, Mayor

ATTEST:

Amy Van, City Clerk