



March 25, 2021 AGENDA  
CITY OF CITRUS HEIGHTS CITY COUNCIL  
6:00 PM SPECIAL MEETING  
7:00 PM REGULAR MEETING  
City Hall Council Chambers  
6360 Fountain Square Drive, Citrus Heights, CA

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

**PLEASE SEE BELOW FOR ZOOM MEETING INFORMATION**

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

**<https://us02web.zoom.us/j/84271327929>**

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

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

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

March 25, 2021 City Council Agenda Packet

Documents:

[MARCH 25, 2021 AGENDA PACKET.PDF](#)

CALL SPECIAL MEETING TO ORDER

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

PUBLIC COMMENT

CLOSED SESSION

2. THREAT TO PUBLIC SERVICES OR FACILITIES  
Pursuant to Government Code Section 54957:  
Consultation with Citrus Heights Police Department

ADJOURNMENT

CALL REGULAR MEETING TO ORDER

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

APPROVAL OF AGENDA

PRESENTATIONS

4. Sunrise MarketPlace Annual Report
5. Single Mom Strong Program Update

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

PUBLIC COMMENT

CONSENT CALENDAR

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

6. SUBJECT: Approval Of Minutes  
RECOMMENDATION: Approve the Minutes of the Regular Meeting of March 11, 2021 and the Special Meetings of March 16, 2021
7. SUBJECT: Proposed Amendment To The New Sylvan Purchase Agreement  
STAFF REPORT: C. McDuffee/ R. Jones/ M. Huber  
RECOMMENDATION: Adopt Resolution No. 2021-\_\_\_\_, a Resolution of the City Council of the City of Citrus Heights, California, Approving the Amendment to the Purchase Agreement of Sylvan Property with Woodside Homes

PUBLIC HEARINGS

8. SUBJECT: Consolidated Annual Performance Evaluation Report To The U.S. Department Of Housing And Urban Development On Program Year 2020 Community Development Block Grant Funds  
STAFF REPORT: C. McDuffee / S. Cotter / N. Piva  
RECOMMENDATION: The Following is Recommended
  - a. Conduct a public hearing to review the City's Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) 2020 program year; and

b. Adopt Resolution No. 2021-\_\_\_ a Resolution of the City Council of the City of Citrus Heights, California, Approving the Consolidated Annual Performance Evaluation Report for Program Year 2020

#### REGULAR CALENDAR

9. SUBJECT: General Plan Annual Progress Report  
STAFF REPORT: C. McDuffee / C. Kempenaar / E. Singer  
RECOMMENDATION: Adopt Resolution No. 2021-\_\_\_ Accepting the 2020 General Plan Annual Progress Report

#### DEPARTMENT REPORTS

10. SUBJECT: Overview Of The Permit Ready Accessory Dwelling Unit Program  
DEPARTMENT: Community Development Department

#### CITY MANAGER ITEMS

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

#### ADJOURNMENT

**CITY OF CITRUS HEIGHTS  
CITY COUNCIL**

**Special/Regular Meeting of Thursday, March 25, 2021**

**Special Meeting 6:00 p.m.**

**Regular Meeting 7:00 p.m.**

**HOW TO PARTICIPATE:**

The City of Citrus Heights welcomes your interest and involvement in the City's legislative process. If you would like to provide comments to the City Council, please use the Zoom hand raise function (or \*9 if you join the webinar via telephone) and the host will unmute you when it is time to speak. Speakers will be limited to 3 minutes each. Alternatively, you may submit your comment via email to [cityclerk@citrusheights.net](mailto:cityclerk@citrusheights.net) or by completion of an online Speaker Card at <https://www.citrusheights.net/FormCenter/City-Council-Meetings-Speaker-Card-30>. Written public comments shall be limited to 250 words or less. Each comment will be read aloud by the City Clerk.

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

**ONLINE**



Watch the livestream and replay past meetings on the City website.  
[www.citrusheights.net](http://www.citrusheights.net)

**ON TELEVISION**



Watch live and replays of meetings on Sac Metro Cable, Channel 14.

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March 19, 2021

  
Amy Van, City Clerk

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**SPECIAL CITY COUNCIL MEETING  
6:00 PM**

**CALL SPECIAL MEETING TO ORDER**

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

**PUBLIC COMMENT**

**CLOSED SESSION**

2. THREAT TO PUBLIC SERVICES OR FACILITIES  
Pursuant to Government Code Section 54957:  
Consultation with Citrus Heights Police Department

**ADJOURNMENT**

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

**CALL REGULAR MEETING TO ORDER**

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

**APPROVAL OF AGENDA**

**PRESENTATION**

4. Sunrise MarketPlace Annual Report
5. Single Mom Strong Program Update

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

**PUBLIC COMMENT**

**CONSENT CALENDAR**

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

6. **SUBJECT:** Approval of Minutes  
**RECOMMENDATION:** Approve the Minutes of the Regular Meeting of March 11, 2021 and the Special Meetings of March 16, 2021

7.     **SUBJECT:** Proposed Amendment to the New Sylvan Purchase Agreement  
      **STAFF REPORT:** C. McDuffee/ R. Jones/ M. Huber  
      **RECOMMENDATION:** Adopt Resolution No. 2021-\_\_\_\_, a Resolution of the City Council of the City of Citrus Heights, California, Approving the Amendment to the Purchase Agreement of Sylvan Property with Woodside Homes

**PUBLIC HEARING:**

8.     **SUBJECT:** Consolidated Annual Performance Evaluation Report to the U.S. Department of Housing and Urban Development on Program Year 2020 Community Development Block Grant Funds  
      **STAFF REPORT:** C. McDuffee / S. Cotter / N. Piva  
      **RECOMMENDATION:** The Following is Recommended
- a.    Conduct a public hearing to review the City's Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) 2020 program year; and
  - b.    Adopt Resolution No. 2021-\_\_\_\_ a Resolution of the City Council of the City of Citrus Heights, California, Approving the Consolidated Annual Performance Evaluation Report for Program Year 2020

**REGULAR CALENDAR**

9.     **SUBJECT:** General Plan Annual Progress Report  
      **STAFF REPORT:** C. McDuffee / C. Kempenaar / E. Singer  
      **RECOMMENDATION:** Adopt Resolution No. 2021-\_\_\_\_ Accepting the 2020 General Plan Annual Progress Report

**DEPARTMENT REPORTS**

10.    **SUBJECT:** Overview of the Permit Ready Accessory Dwelling Unit Program  
      **DEPARTMENT:** Community Development Department

**CITY MANAGER ITEMS**

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

**ADJOURNMENT**

**CITY OF CITRUS HEIGHTS  
CITY COUNCIL  
MINUTES  
Regular Meeting of Thursday, March 11, 2021  
Virtually from the City Hall Council Chambers  
6360 Fountain Square Drive, Citrus Heights, CA**

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**CALL REGULAR MEETING TO ORDER**

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

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

**APPROVAL OF AGENDA**

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

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

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

Council Member Bruins provided an update from the Sacramento Regional County Sanitation District subcommittee meeting. Council Member Bruins also provided an update from the Police Activities League Board meeting.

Council Member Daniels provided an update from the Sacramento Metropolitan Air Quality Board meeting. Council Member Daniels also acknowledged the Citrus Heights Police Department and their continued effort to effectively communicate and connect with the community and Citrus Heights businesses.

Council Member Schaefer echoed Council Member Daniels praise for the Citrus Heights Police Department. Council Member Schaefer attended a meeting in Sundance Park with City Engineer Blomquist, Senior Planner Kempenaar, and residents. He also provided an update from the Sacramento Metro Cable Board meeting. Council Member Schaefer provided an update from the Dignity Health COVID-19 vaccine clinic. He also announced Alfred Sanchez is holding a sock drive to support the homeless, going on through the end of the month at Grocery Outlet.

Vice Mayor Middleton provided an update from the Sacramento Area Council of Governments Board meeting. Vice Mayor Middleton also provided an update from the League of California Cities meeting.

Mayor Miller provided an update from the Regional Transit Board meeting. Mayor Miller also provided an update from the Orangevale Recreation and Park District meeting regarding the Arcade-Cripple Creek Trail.

### **PUBLIC COMMENT**

City Clerk Van read the following written public comment from David Warren, "Some Councilmembers have demanded the reopening of businesses and churches during this pandemic at the same time residents are prohibited from in-person attendance at Council meetings. Although a year ago advocating a super-spreader event of any type was an oxymoron, the current rapid decline of infection in conjunction with significant vaccination rates demands that Council meetings return to in person access with appropriate safety measures in place with concurrent internet accessibility for the public. Seating at Council meetings should be divided into two sections, one for individuals who can provide evidence of vaccination at least 10 weekdays prior to attending the meeting, along with a separate 25% limited seating section for individuals not vaccinated, along with a mandatory mask policy. The Council chambers and adjacent spillover space is available in City Hall. Public access for in person comment to government hearings is an absolute necessity for good government. Internet viewing is not the same as attending in person to allow spontaneous comments by the public in response not only to what is said during a meeting, but also to what the public sees in the faces of other commentators, staff, as well as councilmembers. If the state legislature can permit public attendance at committee meetings and councilmembers can demand that restaurants and other public venues reopen, there is no possible excuse for refusing to hold Council-meetings open to the public with appropriate safety protocols. The public's comments should not be delivered in dispassionate tones instead by a citizen's concerned voice."

### **CONSENT CALENDAR**

4. **SUBJECT:** Approval of Minutes  
**RECOMMENDATION:** Approve the Minutes of the Special/Regular Meeting of February 11, 2021 and Special Meeting of February 25, 2021
5. **SUBJECT:** Comprehensive Annual Financial Report  
**STAFF REPORT:** W. Zenoni/ R. Prasad  
**RECOMMENDATION:** Staff recommends the City Council accepts and files the City of Citrus Heights Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2020.
6. **SUBJECT:** Audited Financial Statements and Compliance Report for Transportation Development Act Funds  
**STAFF REPORT:** R. Prasad  
**RECOMMENDATION:** Staff recommends the City Council accepts and files the City of Citrus Heights Transportation Development Act (TDA) Funds Audited Financial Statements and Compliance Report for fiscal year ended June 30, 2020.
7. **SUBJECT:** Resolution Adopting Amended Salary Table  
**STAFF REPORT:** M. Alejandre / M. Bushey  
**RECOMMENDATION:** Adopt Resolution No. 2021-013, A Resolution of the City Council of the City of Citrus Heights, California, adopting the amended Salary Table, Exhibit A, which includes changes effective since the last salary table update.



**ACTION:** On a motion by Council Member Bruins, seconded by Vice Mayor Middleton, the City Council adopted Consent Calendar Items 4, 5, 6 and 7.

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

### **REGULAR CALENDAR**

8. **SUBJECT:** Construction Board of Appeals Appointments  
**STAFF REPORT:** A. Van / H. Reid  
**RECOMMENDATION:** Staff recommends the City Council, by majority vote, appoint individuals for the two remaining at-large appointments to the Construction Board of Appeals

Management Analyst I Reid presented the staff report.

**ACTION:** On a motion by Council Member Bruins, seconded by Vice Mayor Middleton, the City Council, by majority vote, appointed James Cowger and Suzanne Fagundes to the Construction Board of Appeals for a term of March 11, 2021 to December 31, 2024.

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

9. **SUBJECT:** Approval of Economic Development Support Fund for the Citrus Heights Chamber of Commerce  
**STAFF REPORT:** M. Huber  
**RECOMMENDATION:** Adopt Resolution No. 2021- 014, A Resolution of the City Council of the City of Citrus Heights, approving a \$10,000 sponsorship to the Citrus Heights Chamber of Commerce from the Economic Development Support Fund – Part I.

Economic Development and Communications Manager Huber presented the staff report. Citrus Heights Chamber of Commerce Director Diane Ebbitt provided Council with updated Chamber programming.

### **PUBLIC COMMENT:**

Clerk Van read the following written public comment from David Warren, "In light of the City Manager's recent doomsday forecast of the City's budget due to the failure to increase municipal sales tax rates, it is hypocritical that any payment, no matter how purportedly meritorious, of municipal funds would be made to the Chamber of Commerce. The \$150,000.00 allocated to the Economic Development Support Fund would easily pay for, by way of example, deferred street repairs, the salary of a municipal employee or all or part of a police officer position, each of which are far more important to residents than the Chamber of Commerce. The City Council must, in light of how the City Manager has described the future budget instability, begin immediately to direct all discretionary revenue to maintain municipal activities and cease funding ancillary activities, no matter how meritorious they may be. By way of example, the Chamber of Commerce does not provide police services, road repairs, or any other of the numerous municipal services. California Chamber of Commerce does not receive an appropriation from the State of California, which begs the question, why should the Citrus Heights Chamber ask for a government subsidy? As advocates of private enterprise, the Chamber members should

follow their own philosophy and be self-supporting. Until the City's budget recovers, all funds in the Economic Development Support Fund, as well as similar discretionary funds, must be redirected to maintaining our current level of municipal services. If the City has to tighten its belt, it should not be on the backs of our employees."

**ACTION:** On a motion by Council Member Bruins, seconded by Vice Mayor Middleton, the City Council adopted Resolution No. 2021- 014, A Resolution of the City Council of the City of Citrus Heights, approving a \$10,000 sponsorship to the Citrus Heights Chamber of Commerce from the Economic Development Support Fund – Part I.

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

### **DEPARTMENT REPORTS**

10. **SUBJECT:** Police Department 2020 Annual Report  
**DEPARTMENT:** Police Department

Police Chief Lawrence provided an annual report concerning crime and traffic collision trends within the City. Chief Lawrence stated that from 2019 to 2020 the Police Department experienced a decrease of crimes against persons by 9% and a decrease in property crimes by 6%. He provided statistics from the patrol services, support services, and investigative services divisions.

### **CITY MANAGER ITEMS**

City Manager Boyd mentioned the upcoming Strategic Planning Meeting on March 16. City Manager Boyd also mentioned an announcement from Sacramento County that Citrus Heights could move to the Red Tier/Tier 2 in the coming weeks.

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

None

### **ADJOURNMENT**

Mayor Miller adjourned the regular meeting at 8:21 p.m.

Respectfully submitted,

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

**CITY OF CITRUS HEIGHTS  
CITY COUNCIL  
MINUTES  
Special Meeting of Tuesday, March 16, 2021  
Virtually from the Citrus Heights City Hall  
6360 Fountain Square Drive, Citrus Heights, CA**

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**SPECIAL CITY COUNCIL MEETING CALLED TO ORDER**

The special council meeting was called to order at 7:45 a.m. by Mayor Miller.

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

**PUBLIC COMMENT**

None

**CLOSED SESSION**

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

There was no reportable action from closed session.

**ADJOURNMENT**

Mayor Miller adjourned the regular meeting at 8:05 a.m.

**SPECIAL CITY COUNCIL MEETING CALLED TO ORDER**

The special City Council meeting was called to order at 8:30 a.m. by Mayor Miller.

- |    |            |                          |  |
|----|------------|--------------------------|--|
| 1. | Roll Call: | Council Members present: | Bruins, Daniels, Schaefer, Middleton, Miller |
|    |            | Council Members absent:  | None   |
|    |            | Staff present:           | City Manager Boyd and department directors.  |

**PUBLIC COMMENT**

None

**STRATEGIC PLANNING WORKSHOP**

The City Council held a Strategic Planning Workshop. Marilyn Snider, with Snider and Associates, facilitated the meeting and provided a record of the discussion, which is attached and incorporated into the minutes.

**ADJOURNMENT**

There being no further business to come before the City Council, the meeting was adjourned at 1:35 p.m.

Respectfully submitted,

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Amy Van, City Clerk

CITY OF CITRUS HEIGHTS  
**STRATEGIC PLANNING WORKSHOP**

March 16, 2021 \* via Zoom

Marilyn Snider, Facilitator – Snider and Associates (510) 531-2904  
Gail Tsuboi, Recorder – Tsuboi Design (925) 376-9151

**MISSION STATEMENT**

The City of Citrus Heights is committed to providing high quality,  
economical, responsive city services to our community.

**VISION STATEMENT**

Citrus Heights will be the city of choice for residents and businesses to prosper and thrive  
and a model of neighborhood engagement.

**CORE VALUES**

not in priority order

The City of Citrus Heights values . . .

*Diversity*

*Integrity*

*Teamwork*

*Innovation*

*Respect*

*Responsive Customer Service*

*Trust*

**THREE-YEAR GOALS**

2021-2024 \* not in priority order

**Maintain and enhance fiscal stability**

**Maintain public infrastructure and enhance alternative modes of transportation**

**Diversify for a resilient economy**

**Sustain and preserve public safety**

**Enhance community vibrancy and engagement**

## **STRATEGIC PLAN ELEMENTS**

Marilyn Snider, Strategic Planning Facilitator \* Snider and Associates (510) 531-2904

### **“SWOT” ANALYSIS**

Assess the organization's:

- Internal **S**trengths      - Internal **W**eaknesses
- External **O**pportunities      - External **T**hreats

### **MISSION/PURPOSE STATEMENT**

States WHY the organization exists and WHOM it serves

### **VISION STATEMENT**

A vivid, descriptive image of the future—what the organization will BECOME

### **CORE VALUES**

What the organization values, recognizes and rewards—strongly held beliefs that are freely chosen, publicly affirmed, and acted upon with consistency and repetition

### **THREE YEAR GOALS**

WHAT the organization needs to accomplish (consistent with the Mission and moving the organization towards its Vision) – usually limited to 4 or 5 key areas

### **KEY PERFORMANCE MEASURES**

What success will look like upon achievement of the goal

### **SIX MONTH STRATEGIC OBJECTIVES**

HOW the Goals will be addressed: By when, who is accountable to do what for each of the Goals

### **FOLLOW-UP PROCESS**

Regular, timely monitoring of progress on the goals and objectives; includes setting new objectives every six months

## **S.W.O.T. ANALYSIS**

Strengths – Weaknesses - Opportunities - Threats

### **STRENGTHS AND ACCOMPLISHMENTS OF THE CITY OF CITRUS HEIGHTS IN THE PAST YEAR**

#### **Brainstormed list of perceptions from all participants**

- Responded to COVID-19 with a multi-pronged, effective emergency response across all departments.
- Awarded new citywide landscape contract in 2020, resulting in greatly improved services and aesthetics throughout the community
- Completed the updated Pavement Management Program, which conducted a full pavement analysis of all city-maintained streets, providing real time data on conditions, treatment options, and costs estimates.
- Partnered with Sac County DOT to deliver a paving project to address large section of Madison Ave as well as Wachtel Way
- City Manager directed City's response to COVID-19 with a multi-pronged, effective emergency response across all departments.
- City Attorney negotiated easement agreements with private landowners adjacent to Arcade Cripple Creek Trail (Electric Greenway) project
- Police Chief Ron Lawrence served as president of the CA Police Chiefs Association
- Experienced, long-serving staff
- Seamlessly transitioned and continued our day to day field operations and maintenance during COVID without delay or impacts to our residents; maintained timely response
- Adopted the Old Auburn Road Complete Streets Plan and submitted grant application for ATP to design and construct the first phase
- Awarded Tree City USA for 3 consecutive years
- Expanded outdoor dining to help local restaurants
- Provided additional funding to the Citrus Heights Navigator program through the CARES Act
- Executed Purchase and Sale Agreement with Woodside Homes for development of New Sylvan
- City Attorney initiated several receivership actions in partnership with code enforcement on problem properties
- Approved Sunrise Pointe, a 46-unit 100% affordable apartment project
- Adopted the Old Auburn Road Complete Streets Plan and submitted grant application for ATP to design and construct the first phase
- City Manager participates in weekly regional City Manager COVID-19 phone calls to share knowledge and best practices regarding pandemic response.
- Updated speed limits on 5 roadway segments and certified 6 others to align with current regulations and Code
- Adopted the Carriage/Lauppe Safe Schools Corridor Plan
- Obtained funding and issued design contract for the Greenback Lane Complete Streets Projects
- Completed final design and right-of-way phase of the Mariposa Safe Routes to School Phase 4 project
- Received grant and awarded consultant contract to develop a Local Road Safety Plan
- Launched new Encroachment Permit Database to streamline process
- Completed construction of Mariposa Safe Routes to School Phase 3 project
- Finalized construction of the 2019 Residential Resurfacing Project
- Awarded design contract for the Auburn Boulevard Complete Streets Revitalization Phase 2 Project.
- Completed 65% design plans for the Electric Greenway Trail Project
- Continued to recruit new businesses, despite pandemic: Green Acres
- COVID business support: online portal, new newsletter, Love Local campaign, Zoom Q&As, synthesizing State/County orders for local businesses, joined the Sac Metro Chamber Rapid Response Team liaising with regional organizations for business support
- Sunrise Tomorrow Specific Plan Community Workshop hosted over 300 guests and generated 4.69 million social media impressions
- Sunrise Tomorrow Specific Plan process engaged owners and stakeholders at the same table in an unprecedented effort at consensus building
- Leveraged Activate Auburn Grant Program to provide design assistance and match dollars to four businesses on Auburn Blvd
- Hired Communications Officer and Created Strategic Communication Plan
- Enhanced communication foundations by increasing quality and consistency and quality of social media presence
- Created Communications Intern program with Sac State, registered City Hall as a learning site (so interns can receive school credit)
- Created Virtual State of the City Broadcast (recording at CitrusHeights.net/SOTC): promotion, content creation, production, surveys, polls
- Created Virtual 3D Open House to highlight City service lines during socially distant time, open for three weeks, with over 850 visits to service line sections.
- Launched City's Flashvote service, reaching over 740 signups and establishing a platform for consistent two-way communications with residents
- Executed first public relations plan "Best Lights in Citrus Heights," engaging staff, officials, and the community. Campaign won a CAPIO EPIC award and PRSA CCC Merit award

- Trail and Regional Park Naming Campaign in collaboration with Sunrise Recreation and Parks, Orangevale Parks and Recreation, SMUD, San Juan Unified School District, the Sayonara Center.
- Supported REACH Potluck promotion, presentation, and created Community Spirit Award for CH resident
- Public education engagement around Great Plates Program: web content, video creation (for Metro Cable), social media, and local news coverage
- Public education and promotion of City's Cooling Center including social media, article, news coverage
- Collaborated with CHPD to put on and promote Miracle on Fountain Square Drive event
- Launched Instagram, rounding out the City's presence on all relevant channels
- Deployed COVID-19 crisis communication and education including an informational mailer for residents, launched COVID-19 portal on the website, and developed City Hall is Still Here for You campaign
- Liaison with regional organizations, including County Health Department
- Implemented new online building permit process – 98% paperless
- Adopted new Processing / User Fees
- Implemented new video inspections program for Building
- Partnered with SRPD to complete Rusch Park improvements
- Construction commenced at Mitchell Farms
- Recognized as Tree City USA for third straight year
- Adopted Temporary Outdoor Program (TOP) to assist businesses during COVID
- Provided automatic extensions due to COVID for over 20 approved projects
- Stood up Great Plates Program to serve home bound seniors resulting in over \$2 million investment in local distressed restaurants keeping them afloat and staff employed
- Adopted the 2020-2024 Consolidated Plan for the CDBG program
- Awarded \$376,000 in special COVID CDBG funds, including a Supplemental Navigator Program
- Assisted developer in obtaining federal tax credits for Sunrise Pointe, a 46 unit 100% affordable project
- Transferred Sayonara Park to SRPD
- Updated Housing Element
- Approved 110-unit Fair Oaks Senior Apartments
- Internal promotions
- Strong workforce – staff quickly adapts to new situations and optimizes the use of technology and data to improve daily operations
- CHPD deployed the small Unmanned Aerial Systems (sUAS, or "drones") on numerous missions, logging 65 flight hours, and 437 flights/missions.
- CHPD secured a STAKE grant in the amount of \$606,000 funding an anti-tobacco and anti-vaping outreach to minors.
- City Manager Promoted Leslie Blomquist, key staff member and Sacramento Business Journal's 40 Under 40 honoree, from the Principal Civil Engineer position to the City Engineer position.
- CHPD awarded \$161,000 grant from California Office of Traffic Safety for DUI checkpoints and saturations, completing 75 different checkpoints and saturations.
- Successfully developed an intake and exit process for the "Winter Sanctuary" (albeit it was suspended due to the pandemic).
- CHCC AV Equipment and Systems replacement
- Transfer of Sayonara Park to Sunrise Park District
- Interior repainting of Community Center
- Prior to the onset of COVID-19, City Manager took measures to decrease expenses, including but not limited to, saving salary costs through maintaining vacancies, negotiating cost benefit sharing with personnel, and prioritizing expenditures. This resulted in a savings of more than \$1 million from the anticipated FY 19/20 budget.
- Presented the City's first two-year, mid-cycle budget update, which is a best practice in municipal financial management.
- City Manager mentoring of staff across organization with an eye toward career development
- Provided an additional mid-cycle budget update and 10-year financial forecast in June 2020 incorporating the projected impacts of COVID-19.
- Immediately declared state of emergency with the California Office of Emergency Services (CalOES) in order to gain access to federal aid to assist with recovery efforts.
- Successfully reported COVID-19 response expenditures for the City's \$1 million CARES Act funding allocation, thereby ensuring none of the funding will be recaptured.
- Undertook a successful audit and received the GFOA Award of Excellence for our Comprehensive Annual Financial Report (CAFR).
- Immediately developed a COVID-19 remote work plan for City Hall to protect the health and safety of staff, while still providing responsive, quality services to residents and businesses.
- Drafted comprehensive COVID-19 employee policies to ensure a healthy, in-person working environment. Employee check-in procedures protect those working in city hall and have prevented infection spread.



- With an eye toward employee and resident safety, installed protective measures across city hall (e.g., protective screens, hand sanitizing stations) to combat virus spread.
- Delivered a 99% compliance rate with the City's new Rental Housing Inspection Program. Out of more than 15,000 rental properties in the City, only 7 properties are not in compliance.
- Continued the downward crime trend

## **THE CITY'S CURRENT INTERNAL WEAKNESSES/CHALLENGES**

### **Brainstormed list from all participants**

- Lost experienced staff due to retirements and other movement
- Lack of funds to fill needed staff positions
- Lack of funds resulting in suspended programs in the police department
- Lack of funds resulting in reduced training for staff development
- Lack of replacement funding
- Staff spread too thin
- Budget and staffing reductions due to tax measure failure
- Lack of sufficient resources
- Limited funding for aging infrastructure
- Employee retirements – loss of institutional knowledge
- Lack of face-to-face communication with residents, other staff, and other members of the public
- COVID – return to work; will we ever be at “full work force” again
- Maintain/sustain motivation for staff
- Vision – reassuring staff their future at the city, the future OF the city, and opportunities for improving the community.
- Limited funding and lean staffing
- Retirement of key staff
- COVID restrictions: on businesses, organizations, meetings, events, community outreach, remote working, connecting
- Limited resources to reach non-digital, at-risk population
- No vacant land for new development (all adaptive reuse)
- Aging commercial real-estate
- No Transient Occupancy Tax
- No industrial real estate
- Limited “in person” community involvement/outreach due to COVID
- No GSD Director
- No easy solution to homeless issues/complaints from residents
- Severe budget deficit
- City staffing reductions as a result of budget shortfall, particularly in the police department, resulting in significant service delivery cuts.
- Recruitment and retention issues, particularly at PD, as a result of employees fearing salary freezes/cuts, or feeling underappreciated by some elected officials.
- City has unfunded liabilities (e.g., unpaved roadways, aging city facilities, depreciating equipment), and no funding mechanism to resolve long-term budget deficits.

## **EXTERNAL FACTORS/TRENDS THAT WILL/MIGHT HAVE A POSITIVE IMPACT ON THE CITY IN THE NEXT THREE YEARS**

### **Brainstormed list from all participants**

- Sunrise Mall Redevelopment
- New charter school started and plans are in process to build their new campus.
- City is an affordable community to purchase property
- Chamber of Commerce is getting stronger and more engaged in the business community
- Vaccine for Covid is loosening up the stronghold on business
- Businesses find CH attractive for expansion – Green Acres, Checkboard/Rolly's, etc
- Changes in state and local funding options

- New businesses opening up in the City of Citrus Heights
- Success of the COVID vaccine and treatments
- Change in administration – potential for transportation stimulus funds to come to region/City
- STA board may entertain a second “Measure A” on the 2022 ballot
- COVID recovery – potential to reinvent economic redevelopment, housing needs, mixed use, etc.
- Virtual meetings make it convenient and easy to meet, less travel time, lower costs
- Probable \$14.6 million in unrestricted federal funding to relieve COVID budget impact
- Virtual meetings make it convenient and easy to meet, less travel time, lower costs
- Remote work results in less vehicles on the roadways
- Low interest rates
- Acceleration of retail apocalypse to catalyze the need for development
- Bay Area exodus to our region (families, business, jobs)
- New families to be attracted by upcoming regional development
- New presidential administration will likely provide more federal assistance and be more friendly to California
- Strong housing demand in Sacramento area
- Increased knowledge and acceptance of remote communications/operations
- Securing additional funding for the City
- Easy access to COVID vaccinations for the community
- Staff continue to optimize the use of technology and data to improve daily operations
- Pandemic ends and local businesses open back up as normal.
- Sunrise Mall redevelopment begins to break ground, leading to a revamped Downtown for Citrus Heights.
- Sylvan Corners develops into a robust and attractive hub for new residents.
- End of the COVID pandemic will happen this year

## **EXTERNAL FACTORS/TRENDS THAT WILL/MIGHT HAVE A NEGATIVE IMPACT ON THE CITY IN THE NEXT THREE YEARS**

### **Brainstormed list from all participants**

- COVID impacts are prolonged – adverse impacts to economy, work, quality of life
- New administration imposes more taxes for programs, will effect expendable income for our community.
- Market crash/recession
- State imposed housing and zoning mandates
- Covid-19 pandemic and impact on businesses/economy
- Increasing occurrence and severity of wildfires and other natural disasters
- Increasingly high construction costs
- Increased utility rates (electricity costs continue to rise, but assessment rates remain the same)
- Evolving digital landscape creates inability to protect dispel misinformation on un-owned channels
- Extent, duration, and damage to retail economy brought on by COVID
- Statewide housing crisis
- Homeless population influencing business and housing decisions
- Sky rocketing cost of construction for future development
- High construction costs – impacts public and private projects
- Another state mandated shut down due to stronger COVID strains
- Unemployment
- Social media – incorrect information spread throughout the community
- An anti-police and defund the police movement nationwide, could result in local pressures, particularly for elected officials.
- Politically divided nation.
- Social media creating narrative silos, and no one is listening to alternative points of view, causing divide.
- Potential recession.
- Forced closure of community center due to COVID pandemic
- High unemployment rates
- Utility cost increases

- Lack of funds to fix streets
- Legislation that continues to hamper law enforcement
- Lack of funds to replace needed city technology and other systems
- Sunrise Mall ownership
- Potential non-renewal of Sunrise MarketPlace
- One party system in California that provides an imbalance in our state government
- Potential backlash against the SJUSD for its delayed opening of schools
- Impact of lack of infrastructure when it comes to electric power; we want to move everything to electricity, but lack the resources to do so
- Continuing world unrest makes for economic uncertainty



## **IDENTIFY THREE-YEAR GOALS FOR 2021-2024**

**Brainstormed list of possible goals from which the Three-Year Goals were developed**

- Maintain fiscal stability
- Maintain public infrastructure and enhance alternative modes of transportation
- Diversify for a resilient economy
- Sustain and preserve public safety
- Enhance community Vibrancy and engagement.
- Maintain/enhance fiscal stability
- First time stability has been at such a high risk
- Maintain/address alternative transportation modes and infrastructure challenges
- Diversify for a changing economy
- Sustain/preserve/address public safety needs in light of budget constraints
- Just public safety, not YFS, pro-active programs, in light of budget
- Enhance community vibrancy and engagement
- Achieve fiscal stability
- Preserve and enhance public safety
- Restore infrastructure
- Achieve viable and sustainable economic development
- Maintain quality education options in CH
- Maintain public infrastructure including streets and off-street non-motorized infrastructure
- Improve neighborhood vibrancy and experience (as part, explore option to install street lights.)
- Maintain public infrastructure
- Promote alternative modes off transportation
- Maintain public safety
- Support local businesses
- Promote local business community resilience

# CITY OF CITRUS HEIGHTS    ⚙    STRATEGIC OBJECTIVES

March 16, 2021 – September 15, 2021

THREE-YEAR GOAL: <b>MAINTAIN AND ENHANCE FISCAL STABILITY</b>						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. April 22, 2021 City Council meeting	City Manager	Present to the City Council a 2-Year City Budget in which expenses are in line with available revenues				
2. By July 1, 2021	Finance Director	Present to the City Council an updated Long Term Financial Plan (i.e. 10 year budget model)				
3. By July 1, 2021	City Manager	Present recommendations to the City Council for action for utilization of the American Rescue Plan Act (federal stimulus) funding.				
4. By July 8, 2021 City Council meeting	Operations Manager	Present to the City Council for direction options for ensuring city compliance with state organics recycling, procurement requirements, and related solid waste legislation.				
5. By Sept. 1, 2021	Finance Director	Present an analysis of the city's development impact fees to the City Council				

THREE-YEAR GOAL: **MAINTAIN PUBLIC INFRASTRUCTURE AND ENHANCE  
ALTERNATIVE MODES OF TRANSPORTATION**

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. May 15, 2021	City Engineer	Begin construction of the Various Signalized Safety Improvements Project				
2. By June 10, 2021 City Council meeting	City Engineer	Recommend for Council Award construction contract the Mariposa Avenue Safe Routes to School Phase 4				
3. By June 24, 2021 City Council meeting	City Engineer	Advertise and recommend to the City Council the award of the Annual Residential Resurfacing Project				
4. By June 24, 2021 City Council meeting	City Engineer	Advertise and recommend to the City Council the award of the Bonita Way drainage improvements project.				
5. By July 1, 2021	City Engineer and GSD Operations Manager	Launch the Multi Modal Transportation Safety Program (MMTSP) prioritization process and implement up to 5 top priority level countermeasures				
6. Sept. 1, 2021	City Engineer	Complete the LED conversion retrofit of 500 street lights.				

THREE-YEAR GOAL: <b>DIVERSIFY FOR A RESILIENT ECONOMY</b>						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. July 15, 2021	Community Development Director, working with the Economic Development and Communications Manager	Hold a community workshop to present the draft Specific Plan for Sunrise Tomorrow and receive comments from the community				
2. August 26, 2021 City Council meeting	Community Development Director	Present the draft Sunrise Tomorrow Specific Plan and EIR for City Council input				
3. By Sept. 1, 2021	Community Development Director	Commence the entitlement process for the New Sylvan project				
4. By Sept. 1, 2021	Economic Development and Communications Manager - lead, Mayor, City Manager and Police Chief	Visit at least two businesses as part of the Business Visitation Program				

THREE-YEAR GOAL: <b>SUSTAIN AND PRESERVE PUBLIC SAFETY</b>						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By July 1, 2021	Police Chief	Evaluate the authorized and budgeted police staffing levels to reorganize the Police Dept. appropriately to ensure Police Dept. can maintain adequate response to emergencies.				
2. By July 1, 2021	Police Chief	Ensure Crime Prevention Through Environmental Design (CPTED) information is provided to the public in electronic format on city platforms, with an accompanying communications plan.				
3. By Sept. 1, 2021	Police Chief	Enhance the Reserve Police Officer program to prepare for potential future full-time hires, by ensuring at least two specific recruitments occur.				
4. By Sept. 1, 2021	Police Chief	Ensure continuation of a DUI checkpoint or DUI Saturation Detail (e.g., 3-5 officers conducting a moving DUI checkpoint) is conducted.				
5. By Sept. 1, 2021	Police Chief	Collaborate with the County Health and Human Services Dept. for alternatives to police responses to non-violent, non-criminal mental health crises calls for service.				

THREE-YEAR GOAL: <b>ENHANCE COMMUNITY VIBRANCY AND ENGAGEMENT</b>						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By April 1, 2021 and monthly thereafter	Communications Officer	Present six re-branded Facebook Live series for public education and engagement				
2. By May 15, 2021	Economic Development & Communications Manager	Bring together community leaders via a coalition meeting, with an emphasis on community connection and engagement and report the results to the City Council.				
3. By July 1, 2021	Community Development Director	Promote the new Permit-Ready ADU (Accessory Dwelling Unit) Program, including holding a community workshop.				



## **NEXT STEPS/FOLLOW-UP PROCESS**

<b>WHEN</b>	<b>WHO</b>	<b>WHAT</b>
March 16, 2021	Asst. to the City Manager	Distribute the updated Strategic Plan to all participants.
Within 48 hours	All recipients	Read the strategic planning retreat record.
March 26, 2021	City Clerk	Place the updated Strategic Plan on the city's website.
At the March 25, 2021 City Council meeting	Mayor	Present the updated Strategic Plan to the public.
By March 30, 2021	City Manager & Management Team	Review the "Current Internal Weaknesses/Challenges" list for possible action items.
By March 30, 2021	City Manager & Department Heads	Present and review the draft updated Strategic Plan with staff, face-to-face.
Monthly	City Council & Executive Team	Monitor progress on the Strategic Plan and revise Objectives (add, amend and/or delete), as needed.
Monthly	Asst. to the City Manager	Distribute the written, updated Objectives Monitoring Matrix to the City Council and Department Heads for sharing with staff.
Sept. 21, 2021 (Tuesday) 8:00/8:30 am to 2:00 pm	City Council City Manager City Attorney Executive Team	Strategic Planning Retreat to: - assess progress on the Strategic Plan Goals and Objectives - develop new Six-Month Strategic Objectives for each of the Three-Year Goals



# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT MEMORANDUM

**DATE:** March 25, 2021

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

**FROM:** Colleen McDuffee, Community Development Director  
Ryan Jones, City Attorney  
Meghan Huber, Economic Development & Communications Manager

**SUBJECT:** **Proposed Amendment to the New Sylvan Purchase Agreement**

### **Summary and Recommendation**

The city acquired a strategically located piece of property, known as the New Sylvan property, in September 2019 with the intent to sell for the purpose of developing a project that continues the revitalization of Auburn Blvd. The land was prepared and marketed for sale to a developer through an Offering Memorandum. The Offering Memorandum received one response from Woodside Homes to construct a single family detached home community. City Council approved the Purchase and Sale Agreement with Woodside Homes on January 14, 2021. In a meeting with staff on March 12, 2021, Woodside Homes requested a 60 day extension to the due diligence period currently expiring April 15, 2021, in order to have adequate time to complete related tasks.

Staff recommends approval of Resolution No. 2021-\_\_\_\_, which gives the City Manager direction to execute the enclosed Amendment to the Purchase Agreement with Woodside Homes extending the due diligence period from 90 to 150 days (April 15, 2021 to June 15, 2021). The remainder of the Purchase Agreement will remain the same.

### **Fiscal Impact**

The due diligence period extension from April 15, 2021 to June 15, 2021 would also delay the associated initial deposit of \$200,000 until the same date.

### **Background and Analysis**

In September 2019, the city finalized the purchase of the property located at 7137 Auburn Boulevard (former Sylvan Middle School site). The property, now referred to as “New Sylvan”, is strategically located along Auburn Boulevard and its future development will serve as a catalyst for the continued revitalization of the Auburn Boulevard corridor. The city purchased the land not

to retain ownership or develop the property, but to sell it to a developer who can help carry out the city's vision.

On December 12, 2019, a study session was held with the City Council which provided an overview and draft planning goals for the Sylvan project. The property was also declared surplus as required by the Surplus Lands Act. The planning and design goals were adopted by City Council in April 2020.

The city issued an Offering Memorandum on July 7, 2020 and received one response submission from Woodside Homes. As one of the largest Western US regional homebuilders, Woodside Homes has 63 actively selling communities and a top 10 market rank in the Sacramento region.

One January 14, 2021 City Council approved the Purchase Agreement to Woodside Homes. The Purchase Agreement deals with the terms of purchase only and is not related to project approval. The project will need to be submitted, reviewed and approved prior to any development or construction. The project will need to go through the City's normal development review process, including compliance with the California Environmental Quality (CEQA).

In a meeting with staff on March 12, 2021, Woodside Homes requested a 60-day extension to the due diligence period in order to adequately complete all related tasks. The due diligence period currently ends April 15, 2021. Staff recommends amending the Purchase Agreement with Woodside Homes to reflect a 60-day extension of the due diligence period from 90 to 150 days (June 15, 2021). No other changes to the timeline or terms of the Agreement would be made.

### **Attachments**

1. Resolution 2021-\_\_\_\_ a resolution of the City Council of the City of Citrus Heights, to amend the Purchase Agreement of Sylvan property with Woodside Homes
2. Amendment to the Purchase Agreement

**RESOLUTION NO. 2021-\_\_\_\_\_****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, APPROVING THE AMENDMENT TO THE PURCHASE AGREEMENT OF SYLVAN PROPERTY WITH WOODSIDE HOMES**

**WHEREAS**, the city acquired a strategically located piece of property, known as the New Sylvan property located at 7137 Auburn Boulevard, Citrus Heights (APN 211-0020-025-0000) (“Property”), in September 2019 with the intent to sell for the purpose of developing a project that continues the revitalization of Auburn Boulevard;

**WHEREAS**, the Council adopted Planning and Design goals that reflect the city’s vision for the Property;

**WHEREAS**, the City received one response submission to the Offering Memorandum from Woodside Homes (“Woodside”) that aligns with Planning and Design goals;

**WHEREAS**, the City of Citrus Heights and Woodside Homes (“Parties”) entered into the Purchase Agreement (“Agreement”) on January 15, 2021 for the Property described above (Exhibit A, attached hereto and by this reference incorporated herein); and

**WHEREAS**, the Agreement provided in Section 8 that Woodside Homes shall have a Due Diligence Period of ninety (90) days to conduct their investigation of the Property. Woodside requested an extension of sixty (60) days to the Due Diligence Period. The reason for the requested extension is that more time is needed to perform environmental testing of the site. Moreover, Woodside’s land acquisition manager, who had taken a lead role on this project, recently took a position with another entity.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the City Council of the City of Citrus Heights approves and directs the City Manager to finalize negotiations and execute an Amendment to the Purchase Agreement with Woodside Homes related to the Property in substantially the form of Exhibit B, attached hereto and by this reference incorporated herein, and to execute all other necessary and related documents between the City of Citrus Heights and Woodside Homes required for this transaction.

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 25<sup>th</sup> day of March 2021, by the following vote, to wit:

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

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**Steve Miller, Mayor**

**ATTEST:**

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**Amy Van, City Clerk**

Exhibit A: Purchase Agreement, dated January 15, 2021

Exhibit B: Amendment to the Purchase and Sale Agreement

## PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This PURCHASE AGREEMENT and JOINT ESCROW INSTRUCTIONS ("Agreement") is dated as of the 15th day of January, 2021 for identification purposes, by and between the City of Citrus Heights, a municipal corporation ("Seller") and Woodside 05N, LP, a California limited partnership ("Buyer"). Seller and Buyer shall be individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

### RECITALS

A. Seller owns certain real property consisting of approximately 11.32 gross acres located in the city of Citrus Heights (the "City"), Sacramento county (the "County"), State of California, commonly known as APN 211-0020-025-0000, which real property is depicted on **Exhibit 1** and more particularly described in **Exhibit 2** (the "Property"). The term "Property" shall also include all of Seller's rights, title, and interest in and to all entitlements, tentative or final maps, easements, excepting therefrom public easements which are a matter of public record, mineral rights, oil and gas rights, water, water rights, air rights, development rights, and privileges appurtenant to said Property, and all improvements located thereon.

B. Seller desires to sell to Buyer and Buyer desires to purchase from Seller, the Property.

### AGREEMENT

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

**1. INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full.

**2. PURCHASE AND SALE.**

**2.1 Purchase Price.** The purchase price for the Property is Fifty Thousand and No/100ths Dollars (\$50,000.00) per single-family detached residential lot having minimum dimensions of 40' x 75' (each a "40' Lot" and collectively, the "40' Lots") and Thirty Thousand and No/100ths Dollars (\$30,000.00) per single-family detached residential lot having minimum dimensions of 35' x 75' (each a "35' Lot" and collectively, the "35' Lots") in the Approved Final Map, defined below (the "Purchase Price"). The 40' Lots and 35' Lots shall be individually referred to herein as a "Lot" and collectively herein as the "Lots." Assuming 69 - 40' Lots and 24 - 35' Lots in the Approved Final Map, the Purchase Price shall be Four Million One Hundred Seventy Thousand and No/100ths Dollars (\$4,170,000.00). The Purchase Price shall be payable in cash or other immediately available funds at the Close of Escrow.

**3. ESCROW HOLDER.** All amounts of money paid by Buyer shall be paid into an interest bearing escrow account (the "Escrow Account") to be established and maintained with First American Title Company, attn: Diane Burton, 4750 Willow Road, Suite 275, Pleasanton, CA 94588 (the "Escrow Holder").

**4. PURCHASE DEPOSIT, PAYMENT, AND INDEPENDENT CONSIDERATION.**

**4.1 Deposit.** Within three (3) business days after the Effective Date, as defined in Section 17.16, Buyer shall deposit with Escrow Holder in the Escrow Account, cash or cash equivalent in the sum of Two Hundred Thousand and No/100ths Dollars (\$200,000.00) (the "Initial Deposit"). On or before the end of the Due Diligence Period, defined below, Buyer shall provide Seller and Escrow Holder written

notice of its intent to continue with the transaction (the "Continuation Notice"). If Buyer provides the Continuation Notice, then, within three (3) business days thereafter Buyer shall deposit with Escrow Holder in the Escrow Account cash or cash equivalent in the sum of Two Hundred Thousand and No/100ths Dollars (\$200,000.00) (the "Additional Deposit" and together with the Initial Deposit collectively, the "Deposit"). Upon Buyer's payment of the Additional Deposit, if any, the Deposit shall then become non-refundable except as provided herein and shall be retained in the Escrow Account until the Closing. If the Closing occurs, the Deposit and all accrued interest thereon shall be applicable to the Purchase Price. In the event Buyer does not timely provide the Continuation Notice, Buyer shall be deemed to have disapproved of the due diligence review and this Agreement shall terminate pursuant to Section 15.1 hereof.

**4.2 Payment of Balance of Purchase Price.** Prior to the Close of Escrow, Buyer shall pay into the Escrow Account in cash or cash equivalent an amount equal to the Purchase Price, less the Deposit and all accrued interest thereon, plus the amount of the Independent Consideration, defined below (the "Purchase Price Balance"), which shall be released to Seller at Close of Escrow.

**4.3 Independent Consideration.** The Deposit includes the amount of One Hundred and No/100ths Dollars (\$100.00) (the "Independent Consideration") as independent consideration for Seller's performance under this Agreement and shall be retained by Seller in all instances. The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights and options extended to Buyer under this Agreement including, without limitation, the right and option to terminate the Agreement as provided in this Agreement. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of such funds into Escrow. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated the Agreement and the Deposit is returned to Buyer as provided in this Agreement, Seller shall retain the Independent Consideration when the Deposit is returned to Buyer. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 4.3. Buyer and Seller expressly acknowledge and agree that (i) the Independent Consideration plus Buyer's agreement to pay the costs provided in this Agreement has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection, and termination rights during the Due Diligence Period and (ii) such consideration is adequate for all purposes under any applicable law or judicial decision.

## **5. ESCROW AND CLOSING.**

**5.1 Opening Escrow.** Within three (3) business days after the Effective Date the Parties shall open an escrow (the "Escrow") with Escrow Holder by the Parties depositing into Escrow: (i) the fully executed Agreement, or executed counterparts thereof and (ii) the Initial Deposit. Escrow Holder shall perform all Escrow and title services in connection with this Agreement. The date such fully executed Agreement and the Initial Deposit are received by Escrow Holder shall be deemed the "Opening of Escrow" and Escrow Holder shall advise Buyer and Seller (and other parties identified in Section 17.8) of such date in writing. This Agreement shall serve as escrow instructions. Any supplemental escrow instructions submitted by Escrow Holder shall incorporate this Agreement as a part thereof and shall contain such other standard and usual provisions as may be required by Escrow Holder; provided, however, that no supplemental escrow instructions shall modify or amend any provision of this Agreement, unless expressly set forth in a writing signed by both Buyer and Seller. In the event there is a conflict between any provisions contained in such supplemental escrow instructions and the provisions of this Agreement, the provisions of this Agreement shall control.

**5.2 Closing Date.** Close of Escrow shall occur ten (10) days after the later of: (i) January 31, 2022 or (ii) satisfaction of the Buyer's Conditions to Close, defined below; provided, however, in no event later than March 31, 2023 (the "Outside Closing Date"). The terms "Close of Escrow," "Close Escrow," and "Closing" shall refer to and mean the date on which the Grant Deed transferring title to the Property to Buyer is recorded in the Official Records of the County (the "Official Records").

## 6. CONDITIONS PRECEDENT TO CLOSING.

**6.1 Escrow Fees/Prorations.** Seller and Buyer shall allocate and pay the Escrow, title, and closing costs as follows: (a) Seller shall pay the cost for title insurance equal to the premium for an ALTA Standard Owner's Policy in the amount of the Purchase Price; (b) Buyer shall pay the cost for ALTA extended coverage, if requested by Buyer, and any binder or endorsements requested by Buyer; (c) Seller shall pay any documentary transfer tax required by law; (d) recording costs shall be paid for by Buyer; (e) Escrow Holder's escrow fees and all other customary escrow fees and costs shall be divided equally between Seller and Buyer; and (f) Buyer and Seller shall each pay their own legal and professional fees and fees of other consultants incurred by Buyer and Seller, respectively. Real property taxes and any assessments shall be prorated as of the Close of Escrow on the basis of thirty-day months. Seller's portion of such taxes and assessments may be paid using the proceeds from the Close of Escrow or by a reduction in the cash amount paid at the Close of Escrow.

**6.2 Closing Documents.** The Parties shall deposit the following with Escrow Holder prior to Close of Escrow:

**6.2.1 Seller's Documents.** Seller shall deposit:

6.2.1.1 The grant deed conveying fee title to the Property to Buyer subject only to the Permitted Exceptions (the "Grant Deed");

6.2.1.2 An affidavit or qualifying statement, which satisfies the requirements of Paragraph 1445 of the *Internal Revenue Code* of 1986, as amended, and the regulations thereunder (the "Non-Foreign Affidavit"); and

6.2.1.3 An executed assignment of the rights, title, and interests of Seller in and to the entitlements and related matters in the Property as set forth in **Exhibit 3** (the "Assignment to Buyer of Entitlements").

**6.2.2 Buyer's Documents.** Buyer shall deposit:

6.2.2.1 The Purchase Price Balance, plus Buyer's share of the closing costs, and escrow fees and charges.

**6.2.3 Additional Documents.** The Parties shall also deposit such additional documents and/or instructions as necessary to comply with the terms hereof.

**6.3 Closing.** Upon the Close of Escrow, Escrow Holder shall: (i) record the Grant Deed in the Official Records; (ii) pay any transfer taxes; (iii) instruct the County recorder to deliver the Grant Deed to Buyer following Close of Escrow; (iv) distribute to Seller, or as Seller may instruct, the cash proceeds of the transaction, less Seller's escrow and cash charges; (v) deliver to Buyer the Title Policy, defined below, subject only to the Permitted Exceptions; (vi) deliver to Buyer the executed Non-Foreign Affidavit; (vii) deliver to Buyer the executed Assignment to Buyer of Entitlements; and (viii) perform all other actions necessary to carry out the terms of this Agreement.

**6.4 Buyer's Conditions to Close.** Buyer's obligations hereunder to Close Escrow and purchase the Property are expressly conditioned upon the satisfaction of the following conditions ("Buyer's Conditions to Close"). Any approval to be given by Buyer shall be given, or not given, in the sole and absolute discretion of Buyer. Buyer's Conditions to Close are inserted for the sole benefit of Buyer and may be waived by Buyer giving notice thereof in writing to Seller.

**6.4.1 Title.** The Escrow Holder is ready, able, and willing to issue the Title Policy insuring title to the Property vested in Buyer subject only to the Permitted Exceptions.



**6.4.2**     **Seller's Performance.** Seller shall not be in breach of the terms of this Agreement.

**6.4.3**     **Tenancies.** Title to the Property is free and clear of all tenancies, licenses, use agreements, orchard keepers contracts, service contracts, and other rights or claims of possession.

**6.4.4**     **Representations and Warranties.** All representations and warranties made by Seller continue to be correct and are correct as of the Close of Escrow.

**6.4.5**     **No Agreements Binding on the Property.** During the pendency of Escrow, Seller shall have maintained the Property in substantially its current condition and shall not have further encumbered the Property or entered into, modified, or terminated any agreement binding upon or inuring to the benefit of the Property or the owner thereof which shall extend beyond the Close of Escrow without obtaining the prior written consent of Buyer.

**6.4.6**     **Entitlements.** Prior to the Close of Escrow, Buyer shall have obtained the Entitlements consistent with Section 7.4 below.

**6.4.7**     **Environmental Permits.** Prior to the Close of Escrow, Buyer shall have obtained the Environmental Permits consistent with Section 7.5 below.

**6.4.8**     **Mutually Acceptable Affordable Housing Program.** Prior to the Close of Escrow, Buyer and Seller shall have agreed upon a Mutually Acceptable Affordable Housing Program consistent with Section 7.6 below.

**6.5**     **Seller's Conditions to Close.** Seller's obligations hereunder to Close Escrow are expressly conditioned upon the satisfaction of the following conditions ("Seller's Conditions to Close"). Any approval to be given by Seller shall be given, or not given, in the sole and absolute discretion of Seller. Seller's Conditions to Close are inserted for the sole benefit of Seller and may be waived by Seller giving notice thereof in writing to Buyer.

**6.5.1**     **Buyer's Obligations.** Buyer shall not be in breach of the terms of this Agreement.

**6.5.2**     **Representations and Warranties.** All representations and warranties made by Buyer continue to be correct and are correct as of the Close of Escrow.

## **7. ACTIONS PENDING CLOSING.**

**7.1**     **Condition of Title/Preliminary Title Report.** Within five (5) business days after the Effective Date, Escrow Holder shall prepare and deliver to Buyer a preliminary title report (the "Preliminary Report") for the Property. Upon receipt of the Preliminary Report together with complete and legible copies of all underlying documents identified or described as exceptions to title shown therein, Buyer shall have ten (10) business days within which to notify Seller in writing of Buyer's disapproval of any exception to title disclosed in the Preliminary Report ("Disapproved Exception"), except that all monetary encumbrances, excluding the lien of any real estate taxes and assessments which are not yet due and payable, shall be deemed Disapproved Exceptions. In the event the Preliminary Report is supplemented (a "Supplement"), Buyer shall have ten (10) business days after receipt of such Supplement together with complete and legible copies of all additional underlying documents described therein within which to notify Seller of any Disapproved Exception arising from any new matter shown in the Supplement. Any matter disclosed in the Preliminary Report or any Supplement that is not disapproved in writing within the above stated time frame will be deemed an "Approved Exception." The term "Permitted Exceptions" shall mean all exceptions appearing on the Preliminary Report, which are: (i) standard printed exceptions in the Title Policy; (ii) non-delinquent general and special real property taxes

and assessments (including any improvement bonds constituting a lien not yet due and payable); (iii) any Approved Exceptions; or (iv) any other liens, easements, encumbrances, covenants, conditions, and restrictions of record approved, or waived if a Disapproved Exception, by Buyer pursuant to this Section. Seller shall use its best commercially reasonable efforts to remove or cause the Escrow Holder to endorse over the Disapproved Exceptions, or shall notify Buyer and Escrow Holder of its election to not do so. The failure of Seller to notify Buyer and Escrow Holder of its election shall be deemed Seller's election not to remove or cause the Escrow Holder to endorse over the Disapproved Exceptions. If, despite Seller's commercially reasonable efforts to remove or to cause the Escrow Holder to endorse over a Disapproved Exception, Seller is unable to do so, or Seller elects to not do so, Seller will give Buyer notice of same within ten (10) business days after receipt of Buyer's Disapproved Exception(s), and Buyer shall then have the option, within five (5) business days to: (i) terminate this Agreement by written notice to Seller and Escrow Holder, in which case this Agreement shall terminate pursuant to Section 15.1, and the Parties shall have no further obligation to one another except those of Section 8 of this Agreement or (ii) waive its objection to the Disapproved Exception in question by so notifying Seller and Escrow Holder and proceed to Close of Escrow. Notwithstanding anything to the contrary set forth herein, if Seller fails to cure any Monetary Title Defect which is not caused by the activities of Buyer which can be cured by the payment of money, Buyer shall have the right at its sole option to cause such amount to be paid and deduct such amount from the Purchase Price. As used in this paragraph, the term "Monetary Title Defect" shall only include deeds of trust, mortgages, and any other security instruments recorded or filed against the Property or any part thereof, and judgments, mechanics, and materialmen's liens recorded or filed against the Property or any part thereof that are not caused by the activities of Buyer.

**7.2 Title Policy.** Buyer's obligation to proceed to Close of Escrow shall be conditioned upon the commitment by Escrow Holder to issue an ALTA Standard Owner's Policy of Title Insurance, or, at Buyer's written request and at Buyer's additional cost, an ALTA Extended Owner's Policy of Title Insurance showing title to the Property vested in Buyer with liability equal to the Purchase Price, subject only to the Permitted Exceptions (the "Title Policy"). Buyer acknowledges that its election to purchase an ALTA Extended Owner's Policy of Title Insurance will require a survey and Buyer agrees that Buyer is responsible for all costs in completing such survey and there will be no delay in Closing related to or arising from the completion of such survey.

**7.3 Phase I Environmental Questionnaire.** Buyer shall provide Seller a Phase I Environmental Questionnaire as part of Buyer's investigation of the Property. Seller agrees to complete the Phase I Environmental Questionnaire and return the same to Buyer within five (5) days after Seller's receipt thereof.

**7.4 Entitlements.** Prior to the Close of Escrow, Buyer shall, at Buyer's sole cost and expense, use good faith, commercially reasonable efforts to obtain the following: (i) City approval of a tentative map for the Property consistent with Buyer's intended development thereof (anticipated to have 69 – 40' Lots and 24 – 35' Lots), with conditions of approval reasonably acceptable to Buyer together with the expiration of all applicable and legally valid periods for the filing of an administrative appeal, judicial challenge, referendum petition, or request for reconsideration (each an "Entitlement Challenge") having expired without the filing of an Entitlement Challenge, or if an Entitlement Challenge is filed or otherwise arises, that such Entitlement Challenge is resolved on terms satisfactory to Buyer in its reasonable discretion (the "Approved Tentative Map"); (ii) City approval of a general plan amendment for the Property consistent with the Approved Tentative Map; (iii) City approval of a zoning change for the Property consistent with the Approved Tentative Map; (iv) City approval of Buyer's conceptual architectural plans for the homes to be constructed on the Property; (v) City approval of Buyer's grading plans, subdivision improvement plans, and right-of-way landscape plans (collectively, the "Improvements Plans") for the Property (such that permits for the Improvement Plans are ready to be issued to Buyer subject only to Buyer's payment of the standard fees associated therewith and Buyer's submittal of a valid WDID number for the project to be constructed on the Property); and (vi) City approval of a final map consistent with the Approved Tentative Map and its conditions together with the expiration of all applicable and legally valid periods for the filing of an Entitlement Challenge having expired without the filing of an Entitlement Challenge, or if an Entitlement Challenge is filed or otherwise arises, that such Entitlement Challenge is

resolved on terms satisfactory to Buyer in its reasonable discretion (the "Approved Final Map") (collectively, items (i) through (vi) inclusive are referred to herein as the "Entitlements").

**7.5 Environmental Permits.** Prior to the Close of Escrow, Buyer at Buyer's sole cost and expense, shall use good faith, commercially reasonable efforts to process all environmental permit applications related to Buyer's intended development of the Property (including, but not limited to, a Section 404 Discharge Permit for the Property with the Army Corps of Engineers and Section 1600 Streambed Alteration Permit for the Property with the California Department of Fish and Wildlife), each consistent with the Entitlements, such that they are ready to be issued to Buyer subject only to Buyer's payment of the standard fees associated therewith (collectively, the "Environmental Permits"). Buyer may elect, in its sole discretion, to pay the applicable fees and obtain the Environmental Permits prior to Close of Escrow.

**7.6 Mutually Acceptable Affordable Housing Program.** Prior to the Close of Escrow, Buyer and Seller shall use good faith, commercially reasonable efforts to negotiate a mutually acceptable affordable housing program applicable to the Property and Buyer's intended development of the Property (the "Mutually Acceptable Affordable Housing Program").

**8. INVESTIGATION OF THE PROPERTY DURING THE DUE DILIGENCE PERIOD.** Within five (5) business days after the Effective Date, Seller shall, without representation or warranty of any kind as to the accuracy, applicability, or usefulness thereof, provide Buyer with complete copies of all studies, reports, agreements, documents, plans, permits, and entitlements in Seller's possession concerning the Property and its improvement and development including, but not limited to, all engineering drawings, soils reports, earthquake studies, site history investigations, toxic or hazardous materials investigations or reports, planning studies, and title reports in Seller's possession, copies of the current year's tax bills related to the Property, and copies of all City resolutions and approval conditions pertaining to the Property (collectively, the "Due Diligence Materials"). Buyer shall have until 5:00 p.m. California time on the date that is ninety (90) days after the Effective Date (the "Due Diligence Period") to review the Due Diligence Materials, the Feasibility Studies (as defined below), and to determine, in Buyer's sole and absolute discretion, the suitability of the Property for Buyer's use and development (collectively, the "Feasibility Matters"). Without in any way limiting the generality of the foregoing, Buyer shall make such investigations and inquiries as Buyer deems reasonable and necessary to satisfy itself as to the Feasibility Matters, which may include verification of the completion or accuracy of the Due Diligence Materials, any governmental land regulations, zoning ordinances, architectural and design approvals, development costs, financial and market feasibility, the status of the entitlements for the Property, the amount and terms of any bonds, assessments, infrastructure fees, school fees, park fees, and any special taxes, fees, districts, and improvement obligations affecting the Property, the environmental conditions of the Property, and all aspects of the physical condition of the Property.

**8.1 Access and Studies.** At any time during the Due Diligence Period, Buyer, its agents, employees, consultants, contractors, subcontractors, and representatives shall have the right to enter upon all portions of the Property for the purpose of conducting such investigations, inspections, and tests of the Property and preparing such maps and surveys as Buyer deems necessary in order to determine the condition and suitability of the Property including, but not limited to, the Feasibility Matters and for all other purposes related to Buyer's acquisition and development of the Property. Without limiting the foregoing, Buyer shall have the right to perform a complete environmental audit of the Property, soils tests on any portion of the Property, and any other technical studies which may in Buyer's sole discretion be helpful in obtaining development approval for the Property (collectively, the "Feasibility Studies"). The Feasibility Studies may include environmental assessments, environmental impact reports, traffic studies, noise studies, water quality and availability studies, archeological and paleontological studies, seismic and slope stability studies, and other studies which may be necessary or appropriate in Buyer's sole discretion for Buyer to completely evaluate the condition of the Property.

**8.1.1 Indemnity.** Buyer hereby agrees to indemnify and hold Seller harmless from and against any and all loss, expense, claim, damage, and injury to persons or the Property (including attorney's fees and post judgment collection costs) to the extent arising from or related

to the exercise of Buyer's access rights under Section 8.1 by Buyer and its employees, consultants, engineers, authorized agents, and subcontractors onto the Property in connection with the performance of any investigation of the Property as contemplated herein.

**8.1.2** Liens. Buyer will exercise its rights of access under this Section 8 in such a manner as to keep the Property free of materialmen's and mechanics' liens. If such a lien is recorded on the Property, Buyer may dispute such lien, provided that within ten (10) days after Buyer receives notice from Seller that such lien was recorded, Buyer will, at its sole cost, cause the effect of the lien to be removed from the Property. Upon such removal, at its sole cost, Buyer shall take whatever actions it deems necessary to pay, compromise, contest, litigate, or otherwise dispose of such third-party claim in a manner that keeps the Property and all portions thereof free of all claims.

**8.1.3** Effects of Investigation. Notwithstanding anything set forth in this Agreement to the contrary, Buyer shall have no liability for diminution in value of the Property resulting from negative facts learned or disclosed to Buyer concerning the Property as a result of Buyer's due diligence activities.

**9. RISK OF LOSS.** If prior to Close of Escrow any damage or casualty occurs to the Property which results in a loss of value of the Property in excess of \$25,000 or materially interferes with Buyer's intended use of the Property, Buyer may, at its option, within ten (10) business days after Buyer's receipt of Seller's notice of the damage or casualty, elect either to: (i) terminate this Agreement, in which event all funds deposited into Escrow by Buyer which are held by Escrow Holder or have been released from Escrow shall be immediately returned to Buyer, the Parties shall share equally the expenses of canceling Escrow, and neither Party shall have any further rights or obligations hereunder except those obligations which expressly survive the termination of this Agreement or (ii) continue this Agreement in effect, in which event upon the Close of Escrow, Seller shall assign to Buyer and Buyer shall be entitled to any compensation, award, or other payments or relief resulting from such damage or casualty. Any damage or casualty that occurs after the Close of Escrow shall be the sole responsibility of Buyer.

## **10. REPRESENTATIONS, WARRANTIES, AND COVENANTS.**

**10.1 Seller's Representations, Warranties, and Covenants.** In addition to the representations, warranties, and covenants of Seller contained in other sections of this Agreement, Seller hereby represents, warrants, and covenants to Buyer that the statements below in this Section, all of which shall survive the Closing, are each true as of the Effective Date, and, if to Seller's knowledge any such statement becomes untrue related to the Property prior to Closing, Seller shall so notify Buyer in writing and Buyer shall have three (3) business days thereafter to determine if Buyer wishes to proceed with the Closing. If Buyer determines it does not wish to proceed, then the terms of Section 15.3 shall apply.

**10.1.1** Identity. Seller has the requisite right, capacity, power, and authority to enter into and carry out the terms of this Agreement without consent from any other party. Whenever phrases such as "to Seller's actual knowledge" or "Seller has no knowledge" or similar phrases are used in the representations and warranties in this Section 10.1, they will be deemed to refer exclusively to matters within the current actual (as opposed to constructive) knowledge of Christopher Boyd, City Manager and Colleen McDuffee, Community Development Director (collectively, "Seller's Representative"). No duty of inquiry or investigation on the part of Seller or Seller's Representative will be required or implied by the making of any representation or warranty which is so limited to matters within Seller's actual knowledge, and in no event shall Seller's Representative have any personal liability therefor.

**10.1.2** Ownership; Encumbrances. Seller owns the Property in fee simple. Seller has not alienated, encumbered (other than the Approved Exceptions), transferred, leased, assigned, or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any

agreement to do so, nor shall Seller do so prior to the Close of Escrow (except for any deed of trust or other voluntary monetary encumbrance which shall be removed at Close of Escrow).

**10.1.3 Solvency.** Seller is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute, and has not made a general assignment for the benefit of creditors.

**10.1.4 No Development Impediments.** Other than any conditions disclosed in any soils report or other documents provided by Seller to Buyer, to Seller's current actual knowledge, as of the Effective Date, Seller is not aware of any reason why the Property cannot be developed for residential use (e.g., zoning restrictions, flood plain limitations, building, development, construction, utility, or public health moratoria, etc.), and to Seller's knowledge, the Property does not contain any physical impediments to the development of the Property including, but not limited to, surface or subsurface deposits of garbage or other refuse or debris, any excavations or pits that have been completely or partially filled, or any unnatural surface or subsurface soil condition.

**10.1.5 Hazardous Substances.** To Seller's current actual knowledge, without a duty to investigate, there are no Hazardous Substances, or storage tanks containing Hazardous Substances, in, on, under, about, or within the Property. To Seller's current actual knowledge, there are no pending or threatened litigation, proceedings, or investigations before or by any administrative agency in which any person or entity alleges the presence, release, threat of release, placement on or in the Property or within the Property, or the generation, transportation, storage, treatment, or disposal at the Property or within the Property, of any Hazardous Substance. For purposes of this Agreement, the term "Hazardous Substances" means any matter which, as of the date of this Agreement, has been determined by any regulation, order, or rule, or any proposed regulation, order, or rule, promulgated by any governmental agency of appropriate jurisdiction, to constitute hazardous waste or hazardous substance or petroleum product under any federal, state, or local statute, law, rule, regulation, ordinance, or enactment of any governmental authority.

**10.1.6 Pending Disputes.** As of the Effective Date, to Seller's current actual knowledge, without a duty to investigate, there are no disputes, litigation, or proceedings pending or threatened concerning or related to the Property or to the obligations or rights of Seller in and to the Property.

**10.1.7 No Liens or Encumbrances Not of Record.** To Seller's current actual knowledge, without a duty to investigate, as of the Close of Escrow, there are no liens or encumbrances on, or claims to, or covenants, conditions, restrictions, easements, rights of way, or other matters affecting the Property, except as indicated in the Preliminary Report.

**10.1.8 No Agreements Binding on the Property.** During the pendency of Escrow, Seller shall have maintained the Property in substantially its current condition and shall not have further encumbered the Property, or entered into, modified, or terminated any agreement binding upon or inuring to the benefit of the Property or the owner thereof which shall extend beyond the Close of Escrow without obtaining the prior written consent of Buyer. The Property is not subject to any written agreement between Seller and any third-party for the transfer or sale of the Property to a third-party. Seller will not transfer or encumber the Property during the term of this Agreement except as provided in this Agreement.

**10.1.9 Existing Agreements.** To Seller's current actual knowledge, without a duty to investigate, there are no existing material defaults by Seller under any agreements, documents, covenants, conditions, restrictions, or any other documentation relating to the Property.

**10.1.10 Conflicting Documents.** Neither the execution and delivery of this Agreement and the documents and instruments, referenced herein, nor the occurrence of the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents and instruments referenced herein conflict with or result in the material breach of any terms, conditions, or provisions of, or constitute a default under any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreement or instrument to which Seller is a party or affecting the Property.

**10.1.11 Leases.** Seller will not enter into any leases or other agreements affecting or relating to the rights of any party with respect to the possession of the Property which shall extend beyond the Close of Escrow without the written consent of Buyer.

**10.1.12 Feasibility Documents.** The documents delivered to Buyer pursuant to Section 8 are all of the documents owned by or under the control of Seller pertaining to the condition of the Property, and, to Seller's current actual knowledge, without a duty to investigate, there are no material inaccuracies in the information contained in such documents.



**10.2 Buyer's Representations, Warranties, and Covenants.** In addition to the representations, warranties, and covenants of Buyer contained in other sections of this Agreement, Buyer hereby represents, warrants, and covenants to Seller that the statements below in this Section are each true as of the Effective Date, and, if to Buyer's actual knowledge any such statement becomes untrue prior to Closing, Buyer shall so notify Seller in writing and Seller shall have three (3) business days thereafter to determine if Seller wishes to proceed with Closing. If Seller determines it does not wish to proceed, then the terms of Section 15.2 shall apply.

**10.2.1 Identity.** Buyer is a California limited partnership, lawfully in existence and in good standing, and registered with the State of California. Buyer has the full right, capacity, power, and authority to enter into and carry out the terms of this Agreement.

**10.2.2 Solvency.** Buyer is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute, and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute.

**11. CONDEMNATION.** If prior to Close of Escrow, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending taking which has not yet been consummated), Seller shall notify Buyer of such fact together with any information in Seller's possession or control related to such condemnation. In such event, Buyer shall have the right, in Buyer's sole discretion, to terminate this Agreement and the relevant Escrow upon written notice to Seller and Escrow Holder not later than five (5) business days after receipt of Seller's notice thereof. If this Agreement and Escrow are so terminated, then the terms of Section 15.1 shall apply. Alternatively, Buyer may proceed to consummate the relevant transaction provided for herein at Buyer's sole election, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards made or to be made in connection with such condemnation or eminent domain, and the Parties shall proceed to the Close of Escrow pursuant to the terms hereof, without any reduction in the Purchase Price.

**12. LIQUIDATED DAMAGES.** BUYER AND SELLER EACH AGREE THAT IN THE EVENT OF A MATERIAL DEFAULT OR BREACH HEREUNDER BY BUYER WHEREUPON BUYER FAILS OR REFUSES TO COMPLETE THE PURCHASE CONTEMPLATED IN THIS AGREEMENT, THE DAMAGES TO SELLER WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN, AND THAT THEREFORE, IN THE EVENT OF A MATERIAL DEFAULT OR BREACH BY BUYER, THE DEPOSIT (AS THE SAME MAY HAVE BEEN PAID AS OF THE DATE OF SUCH MATERIAL DEFAULT OR BREACH PURSUANT TO THE TERMS HEREOF) SHALL SERVE AS LIQUIDATED DAMAGES FOR SUCH MATERIAL BREACH OR DEFAULT BY BUYER. THE PARTIES AGREE THAT THE AMOUNT OF THE DEPOSIT IS A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER OCCASIONED BY SUCH BREACH, INCLUDING COSTS OF NEGOTIATING AND DRAFTING THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS TO CLOSING, COSTS OF SEEKING ANOTHER BUYER, OPPORTUNITY COSTS IN KEEPING THE PROPERTY OUT OF THE MARKETPLACE, AND OTHER COSTS INCURRED IN CONNECTION HERewith. ACCORDINGLY, DELIVERY TO AND RETENTION OF THE DEPOSIT BY SELLER SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER IN THE EVENT OF SUCH A MATERIAL DEFAULT OR BREACH BY BUYER, AND SELLER WAIVES ANY AND ALL RIGHT TO SPECIFIC PERFORMANCE OR DAMAGES IN EXCESS OF THE LIQUIDATED AMOUNT.

Seller's Initials:   
 Buyer's Initials: 

**13. BROKERS.** Should the Close of Escrow occur, Buyer agrees to pay a real estate commission to Sean Corcoran and TRI Commercial Real Estate by way of separate written agreement. Notwithstanding the foregoing, each Party agrees to indemnify, defend, protect, and hold the other harmless from and against all liabilities, costs, damages, and expenses including, without limitation, attorney's fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission or finder's fee.

**14. ASSIGNMENT.** The Parties hereto may not assign their respective rights or delegate their respective obligations hereunder without the prior written consent of the other Party provided; however, without further consent Buyer may assign its rights to a commonly controlled affiliate of Buyer or to a third-party with which Buyer enters into a land banking option arrangement.

**15. TERMINATION.** In addition to any other provisions in this Agreement that apply in the event of termination:

**15.1 Termination by Buyer Prior to Expiration of Due Diligence Period.** If Buyer elects to terminate this Agreement for any reason provided in this Agreement prior to the expiration of the Due Diligence Period, then: (i) this Agreement shall terminate and all rights Buyer may have had to acquire the Property shall automatically expire; (ii) Escrow Holder shall immediately return the Deposit and all accrued interest thereon to Buyer (without additional instruction from Seller); and (iii) Buyer and Seller will have no further obligation to each other related to the Property or this Agreement except as may have arisen from Buyer's exercise of its right of access under Section 8.1 and each of its subparts.

**15.2 Termination for Other Than Seller's Default After the Expiration of the Due Diligence Period.** If Buyer elects to terminate this Agreement for any reason other than Seller's default or a failure of Buyer's Conditions to Close after expiration of the Due Diligence Period but prior to Closing, then: (i) this Agreement shall terminate and all rights Buyer may have had to acquire the Property shall automatically expire; (ii) the terms of Section 12 shall apply; (iii) Buyer will pay any Escrow cancellation charges and the Escrow will be terminated; and (iv) Buyer and Seller will have no further obligation to each other related to the Property or this Agreement except as may have arisen from Buyer's exercise of its right of access under Section 8.1 and each of its subparts.

**15.3 Termination Due to Seller's Default.** If Seller defaults, then Buyer may elect to: (i) have the Deposit and all accrued interest thereon immediately returned to Buyer and Seller will immediately reimburse Buyer for its actual out-of-pocket costs, fees, expenses, and damages or (ii) seek specific performance. In no event shall Buyer be entitled to recover lost profits or appreciation or other consequential damages.

**15.4 Termination For Failure of Buyer's Condition to Close.** If Buyer elects to terminate this Agreement for failure of a Buyer's Condition to Close, then: (i) this Agreement shall terminate and all rights Buyer may have had to purchase the Property shall automatically expire; (ii) Escrow Holder or Seller, as the case may be, shall immediately return the Deposit and all accrued interest thereon to Buyer (without additional instruction from Seller); and (iii) Buyer and Seller will have no further obligation to each other related to the Property or this Agreement except as may have arisen from Buyer's exercise of its right of access under Section 8.1 and each of its subparts.

**16. BANKRUPTCY; INSOLVENCY.** In addition to any other grounds for default under this Agreement, the existence of any of the following shall constitute a material default under this Agreement. It shall be a material default by a Party if: (a) that Party shall voluntarily be adjudicated as bankrupt or insolvent; (b) that Party shall seek, consent to, or not contest the appointment of a receiver or trustee for itself or for all or any part of its property; (c) that Party shall file a petition seeking relief under the bankruptcy, arrangement, reorganization, or other debtor relief laws of the United States, any state, or any other competent jurisdiction; (d) that Party shall make a general assignment for the benefit of its creditors; (e) a petition is filed against that Party seeking relief under the bankruptcy, arrangement, reorganization, or other debtor relief laws of the United States, any state, or any other competent jurisdiction, and such petition is not dismissed within sixty (60) days immediately following the date of such filing; or (f) a court of competent jurisdiction enters an order, judgment, or decree appointing, without that Party's consent, a receiver or trustee for that Party, or for all or any part of that Party's property; and such petition, order, judgment, or decree is not discharged or stayed within sixty (60) days immediately following its entry.

## **17. MISCELLANEOUS.**

**17.1 Attorney's Fees.** If any Party employs counsel to enforce or interpret this Agreement, including the commencement of any legal proceeding whatsoever (including insolvency, bankruptcy, arbitration, mediation, declaratory relief, or other litigation), the prevailing Party shall be entitled to recover its reasonable attorney's fees and court costs (including the service of process, filing fees, court and court reporter costs, investigative fees, expert witness fees, and the costs of any bonds, whether taxable or not), and shall include the right to recover such fees and costs incurred in any appeal and/or efforts to collect or otherwise enforce any judgment in its favor in addition to any other remedy it may obtain or be awarded. Any judgment or final order issued in any legal proceeding shall include reimbursement for all such attorney's fees and costs.

**17.2 Interpretation.** This Agreement has been negotiated at arm's length and each Party has been represented or has had the opportunity to be represented by independent legal counsel in this transaction. Accordingly, each Party hereby waives any benefit under any rule of law or legal decisions that would require interpretation of any ambiguities in this Agreement against the Party drafting it.

**17.3 Counting of Days.** If a Party is required to complete the performance of an obligation under this Agreement by a date certain and such date is a Saturday, Sunday, or federal bank holiday (collectively, a "Nonbusiness Day"), then the date for the completion of such performance will be the next succeeding day that is not a Nonbusiness Day.

**17.4 Successors.** Except as provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns. The terms of this Section 17.4 shall survive the Close of Escrow and shall not merge with the Grant Deed.



**17.5 Governing Law and Arbitration.** This Agreement shall be construed and interpreted in accordance with the laws of the State of California. If requested by either Party within thirty (30) days of the commencement of any action, any action brought to interpret or enforce this Agreement shall be determined by final binding arbitration in accordance with the rules of the American Arbitration Association and the Federal Arbitration Act provided, however, a Party may file an action in an appropriate court to seek a notice of pendency of action or other immediate relief. During the pendency of the arbitration proceeding, each Party shall pay one-half of the cost thereof. Upon the conclusion of the arbitration proceeding, the losing Party shall pay all of the remaining unpaid costs of the proceeding and reimburse the prevailing Party for any such costs previously paid by the prevailing Party. Such reimbursement shall be included in any judgment or final order issued in the arbitration proceeding. Except as otherwise required by law, each Party shall exercise its best efforts to keep the arbitration proceeding and the testimony and evidence presented therein confidential.

**17.6 Integrated Agreement; Modifications.** This Agreement contains all the agreements of the Parties concerning the subject matter hereof and cannot be amended or modified except by a written instrument executed and delivered by the Parties. This Agreement upon full execution supersedes all prior oral and written agreements between the Parties. There are no representations, agreements, arrangements, or understandings, either oral or written, between or among the Parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. In addition, there are no representations, agreements, arrangements, or understandings, either oral or written, between or among the Parties upon which any Party is relying in entering this Agreement that are not fully expressed herein.

**17.7 Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provision or part thereof shall be stricken from this Agreement, and any such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is in keeping with the intent of the Parties as expressed herein.

**17.8 Notices.** Any delivery of this Agreement, notice, modification of this Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration, or other communication that either Party desires or is required to give to the other Party or any other person shall be in writing. Any such communication may be served personally, transmitted by facsimile, email (provided that any notice submitted by email shall be confirmed by delivery sent within one (1) business day thereafter of a copy of such notice by another method of delivery under this Section 17.8), nationally recognized overnight delivery service (e.g., Federal Express), or sent by prepaid, first class mail, return receipt requested to the Party's address as set forth below:

To Seller: City of Citrus Heights  
Attn: Christopher W. Boyd, City Manager  
6360 Fountain Square Drive  
Citrus Heights, CA 95621  
Fax: (916) 725-5779  
Phone: (916) 725-2448  
Email: cboyd@citrusheights.net

To Buyer: Woodside 05N, LP  
Attn: Jim Bayless  
111 Woodmere Road, Suite 190  
Folsom, CA 95630  
Fax: (916) 588-4906  
Phone: (916) 850-1716  
Email: jimb@woodsidehomes.com

With copy to: Woodside Group, LLC  
Attn: Legal Department  
460 West 50 North, Suite 200  
Salt Lake City, UT 84101  
Fax: (801) 413-1761  
Phone: (801) 869-3950  
Email: legalnotices@woodsidehomes.com

To Escrow Holder: First American Title Company  
Attn: Diane Burton  
4750 Willow Road, Suite 275  
Pleasanton, CA 94588  
Fax: (866) 648-7806  
Phone: (925) 201-6603  
Email: dburton@firstam.com

Any such communication shall be deemed effective upon personal delivery, confirmed receipt of notice transmitted by facsimile during regular business hours, two (2) days after transmitting the notice by a nationally recognized overnight delivery service, or three (3) days after mailing in accordance with this Section. Any notice or document sent by email shall be deemed delivered on the date of transmission provided that (a) such e-mail is delivered by 5:00 p.m. California time and (b) a copy of such notice or document is sent by another method of delivery under this Section 17.8 within one (1) business day after transmission. Any Party may change its address by notice to the other Party. Each Party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this Section, and that any person to be given notice actually receives such notice. If a Party consists of more than one person, notice given in accordance with this Section shall constitute proper notice given to each constituent person of such Party.

**17.9 Time.** Time is of the essence to the performance of each and every obligation under this Agreement.

**17.10 Notice of Default.** No Party shall be in default under this Agreement unless written notice of the alleged default is provided to the defaulting Party by the non-defaulting Party, which shall provide the defaulting Party five (5) days from receipt of such notice to cure the alleged default. If said default cannot be cured within five (5) days, the defaulting Party shall be granted such time as is commercially reasonable to cure said default so long as commercially reasonable efforts to cure the alleged default are commenced within five (5) days after receipt of the notice and thereafter diligently pursued to completion.

**17.11 Reasonable Consent and Approval.** Except as otherwise provided in this Agreement, whenever a Party is required or permitted to give its consent or approval under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned, or delayed.

**17.12 Further Assurances.** The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

**17.13 Waivers.** Any waiver by any Party shall be in writing and shall not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default by any Party. Consent by any Party to any act or omission by another Party shall not be construed as consent to any other subsequent act or omission or to waive the requirement for consent to be obtained in any future or other instance.

**17.14 Signatures/Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Agreement, facsimiles or scans sent by email in accordance with Section 17.8 shall be considered originals. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

**17.15 Joint and Several Liability.** To the extent any Party consists of more than one person, each constituent person of such Party shall be jointly and severally liable for the performance or satisfaction of such Party's obligations under this Agreement.

**17.16 Date and Delivery of Agreement.** Notwithstanding anything to the contrary contained in this Agreement, the Parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date this Agreement between the Parties is fully executed by all the Parties hereto (the "Effective Date").

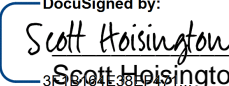
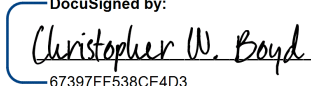
**17.17 Representations on Authority of Parties.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

**17.18 Not an Offer.** Delivery of unsigned copies of this Agreement is solely for the purpose of review by the Party to whom it is delivered, and neither such delivery nor any prior communications between the Parties, whether oral or written, shall in any way be construed as any offer by that Party, nor in any way imply that the Party is under any obligation to enter the transaction which is the subject of this Agreement. The signing of this Agreement by Buyer constitutes an offer which shall not be deemed accepted by Seller unless and until Seller has signed this Agreement and delivered a duplicate original to Buyer.

**17.19 IRC Section 1031 Tax Deferred Exchange.** The Parties agree that if either Party is able to secure a tax benefit through a 1031 Tax Deferred Exchange, the Parties shall reasonably cooperate in order to complete the requirements of such an exchange, provided that neither of the Parties are delayed in the Close of Escrow, additional expense incurred, otherwise adversely affected thereby, and provided Buyer is not required to take title to any other real property. All fees and costs due to any accommodator or facilitator are to be paid by the Party requesting the exchange. The Party requesting such an exchange shall be solely responsible for ensuring that this Agreement remains in full force and effect, and that the Party consenting to the interim transfer is not adversely affected thereby, and for the legal sufficiency of the tax deferred exchange.

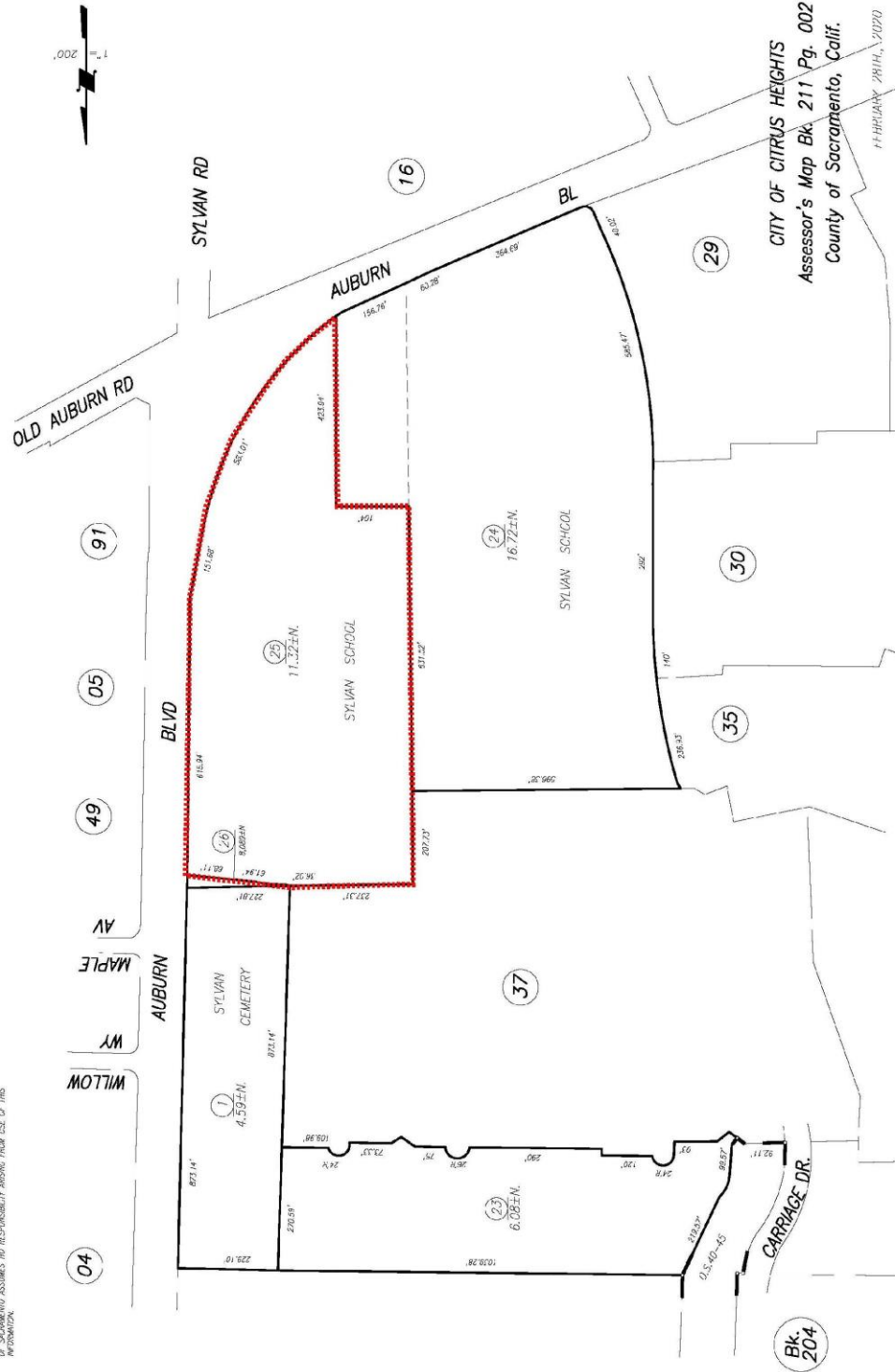
*[Remainder of page intentionally left blank.]*

**IN WITNESS WHEREOF**, this Agreement is executed to be effective as of the Effective Date.

<i>BUYER</i>	<i>SELLER</i>
<b>WOODSIDE 05N, LP,</b> a California limited partnership  By: WDS GP, Inc., a California corporation  Its: General Partner  By:  36594E38E937 Its: Vice President Date: 1/15/2021	<b>CITY OF CITRUS HEIGHTS,</b> a municipal corporation  By:  67397FF538CE4D3... Name: Christopher Boyd  Its: City Manager Date: January 15, 2021

POR. SEC'S. 26 & 27, T.10N., R.6E., M.D.B.& M.

DISCLAIMER: ASSASSORS PARCELS ARE FOR TAX ASSESSMENT PURPOSES ONLY AND DO NOT INDICATE EITHER PARCEL LEGALITY OR A VALID BUILDING SITE. THE COUNTY OF SACRAMENTO ASSUMES NO RESPONSIBILITY ARISING FROM USE OF THIS INFORMATION.



**EXHIBIT 2**  
**LEGAL DESCRIPTION OF THE PROPERTY**

BEING LOCATED IN THE CITY OF CITRUS HEIGHTS AND BEING ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 6 EAST M.D.M., , AND BEING DESCRIBED AS FOLLOWS:

ALL OF THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 91 OF SURVEYS AT PAGE 10 ON FILE IN THE OFFICE OF THE RECORDER, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA;

**EXCEPTION 1**

EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT THE SOUTHWEST CORNER OF AFORESAID RECORD OF SURVEY SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF AUBURN BOULEVARD.

THENCE FROM SAID POINT OF BEGINNING THE FOLLOWING SIX (6) COURSES:

1. NORTH 00°31'32" WEST 397.07 FEET;
2. NORTH 00°28'32" WEST 120.90 FEET;
3. SOUTH 89°59'31" EAST 164.00 FEET;
4. SOUTH 00°01'16" WEST 423.94 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY OF AUBURN BOULEVARD;
5. ALONG THE NORTHWESTERLY RIGHT OF WAY OF AUBURN BOULEVARD ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 760.00 FEET HAVING A CENTRAL ANGLE OF 01°30'47" WITH A ARC LENGTH OF 20.07 FEET SUBTENDED BY A CHORD OF SOUTH 55°28'46" WEST 20.07 FEET;
6. SOUTH 65°39'34" WEST 156.76 FEET TO THE POINT OF BEGINNING.

**EXCEPTION 2**

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID RECORD OF SURVEY THAT PORTION TRANSFERRED TO SYLVAN CEMETERY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF AFORESAID RECORD OF SURVEY IN BOOK 91 PAGE 10, BEING COMMON TO THE SOUTHEAST CORNER OF THE RECORD OF SURVEY IN BOOK 18 AT PAGE 25, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY OF AUBURN BOULEVARD.

THENCE FROM SAID POINT OF BEGINNING THE FOLLOWING NINE (9) COURSES:

1. ALONG THE WESTERLY RIGHT OF WAY OF AUBURN BOULEVARD SOUTH 00°30'50" EAST 27.86 FEET;
2. LEAVING SAID RIGHT OF WAY NORTH 85°06'08" WEST 68.11 FEET;
3. NORTH 84°19'35" WEST 81.94 FEET;
4. NORTH 78°30'46" WEST 19.35 FEET;
5. NORTH 87°16'24" WEST 10.27 FEET;
6. NORTH 84°38'29" WEST 28.86 FEET;
7. SOUTH 89°51'39" WEST 10.14 FEET;
8. NORTH 77°53'57" WEST 10.75 FEET TO A POINT ON THE COMMON LINE BETWEEN RECORD OF SURVEY IN BOOK 91 AT PAGE 10 AND RECORD OF SURVEY IN BOOK 18 AT PAGE 25;
9. ALONG SAID COMMON LINE NORTH 88°49'27" EAST 227.81 FEET TO THE POINT OF BEGINNING.

CONTAINING: 493266.75 SQUARE FEET OR 11.32 ACRES +/-

BASIS OF BEARING FOR THIS DESCRIPTION IS IDENTICAL TO THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 91 OF SURVEYS AT PAGE 10 ON FILE IN THE OFFICE OF THE RECORDER, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

END OF DESCRIPTION

PREPARED BY: WARREN CONSULTING ENGINEERS, INC.  
1117 WINDFIELD WAY, STE. 110  
EL DORADO HILLS, CA 95762



**EXHIBIT 3**  
**ASSIGNMENT TO BUYER OF ENTITLEMENTS**

Reference is hereby made to (a) that certain real property located in Sacramento County, California, and described in more detail as the "Property" in that certain PURCHASE AGREEMENT and JOINT ESCROW INSTRUCTIONS (the "Agreement") between Seller and Buyer (as such parties are defined below) dated as of January \_\_\_\_, 2021, (b) to the improvements located respectively thereon, and (c) to the rights, privileges, and entitlements respectively incident thereto.

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Seller"), does hereby give, grant, bargain, sell, transfer, assign, convey, and deliver to WOODSIDE 05N, LP, a California limited partnership ("Buyer"), all of Seller's right, title, and interest in all assets, rights, materials, and/or claims used, owned, or held solely in connection with the use, management, development, or enjoyment of the Property including, without limitation: (i) the tentative map and final map and all entitlements, subdivision agreements, and other agreements relating solely to the development of the Property; (ii) all plans, specifications, maps, drawings, and other renderings relating solely to the Property; (iii) all warranties, claims, and any similar rights relating solely to and benefiting the Property or the assets transferred hereby; (iv) all development rights solely benefiting the Property; (v) all rights, claims, or awards solely benefiting the Property; (vi) all personal property located on or about the Property; and (vii) all rights to receive a reimbursement, credit, or refund from the applicable agency or entity of any deposits or fees paid in connection with the development of the Property except as provided otherwise in the Agreement (collectively, the "Assigned Rights").

Seller represents that to the best of its actual knowledge, without investigation, it is not aware of any material defaults under the Assigned Rights, and that all rights related to the Property are hereby assigned to Buyer. No rights in or under the Assigned Rights have been assigned or transferred to any other person or entity other than as set forth in this assignment. To the best of Seller's actual knowledge, Seller has not done any act or omitted to do any act, nor will do or omit to do any act, which might prevent Buyer from, or limit Buyer in, realizing any of the benefits of the Assigned Rights. Seller is not prohibited under any agreement with any other person or any judgment or decree from executing and delivering this assignment.

Seller hereby covenants that it will, at any time and from time to time upon written request therefore, execute and deliver to Buyer, its nominees, successor, and/or permitted assigns, any new or confirmatory instructions and do and perform any other acts which Buyer, its nominees, successors, and/or assigns, may reasonably request in order to fully transfer possession and control of, and protect the rights of Buyer, its nominees, successors, and/or assigns in, all the assets of Seller intended to be transferred and assigned hereby.

This \_\_\_\_ day of \_\_\_\_\_, 2021

SELLER:

City of Citrus Heights,  
a municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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



**AMENDMENT NO. ONE  
TO THE  
PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

This AMENDMENT NO. ONE to the PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("Amendment No. One") is entered into as of March \_\_\_, 2021, by and between the City of Citrus Heights, a municipal corporation ("Seller"), and Woodside 05N, LP, a California limited partnership ("Buyer"). Buyer and Seller may be collectively termed the "Parties."

**RECITALS**

A. Seller and Buyer entered into that certain "Purchase Agreement and Joint Escrow Instructions" dated January 15, 2021 (the "Purchase Agreement") in which Buyer agreed to purchase certain real property from Seller more fully described in the Purchase Agreement.

B. This Amendment No. One is intended to supplement and modify the provisions of the Purchase Agreement as to the matters explicitly addressed herein. All terms, conditions, and definitions set forth in the Purchase Agreement apply equally to the terms and conditions set forth in this Amendment No. One; except that, if a conflict arises regarding the modifications provided for herein, then the terms hereof shall prevail.

**AGREEMENT**

Wherefore, for adequate consideration, the receipt of which is hereby acknowledged, Buyer and Seller agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are each incorporated into the body of this Amendment No. One as if set forth in full.
2. **Extension of Due Diligence Period.** The Due Diligence Period is hereby extended to 5:00 pm California time on June 14, 2021.
3. **Confirmation.** Except as expressly modified herein, the Purchase Agreement remains in full force and effect.
4. **Counterparts.** This Amendment No. One may be executed in counterparts and facsimile copies of signatures shall be the same as originals.

*[Remainder of page intentionally left blank.]*

**IN WITNESS WHEREOF**, this Amendment No. One is executed to be effective as of the date of the last of the Parties to sign below (the "Effective Date").

<i>BUYER</i>	<i>SELLER</i>
<b>WOODSIDE 05N, LP,</b> a California limited partnership	<b>CITY OF CITRUS HEIGHTS,</b> a municipal corporation
By: WDS GP, Inc., a California corporation	
Its: General Partner	By: _____ Christopher Boyd
	Its: City Manager
By: _____ Scott Hoisington	Date: _____
Its: Vice President	
Date: _____	



# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT MEMORANDUM

**DATE:** March 25, 2021

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

**FROM:** Colleen McDuffee, Community Development Director  
Stephanie Cotter, Housing & Human Services Program Coordinator  
Nicole Piva, Housing & Grants Program Technician

**SUBJECT:** **Consolidated Annual Performance Evaluation Report to the U.S. Department of Housing and Urban Development on Program Year 2020 Community Development Block Grant Funds**

### **Summary and Recommendation**

Staff recommends the City Council:

- (1) Conduct a public hearing to review the city's Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) 2020 program year; and
- (2) Adopt Resolution No. 2021-\_\_\_ a resolution approving the 2020 CAPER and direct staff to submit, with minor modifications as necessary, the CAPER report to the U.S. Department of Housing and Urban Development (HUD).

### **Fiscal Impact**

There is no fiscal impact associated with this action.

### **Background and Analysis**

HUD requires recipients of CDBG funds to submit an annual performance report within 90 days of the close of a grantee's program year (March 30, 2021). The CAPER assesses the city's progress toward carrying out its annual programs and activities, as well as the goals and objectives identified in its 2020-2024 Consolidated Plan. During the 2020 program year, the city received a total of \$639,115 in 2020 entitlement grant funds, \$376,028 in CDBG-CV funds, and \$49,301.72 in program income (loan repayments). The city also receives funds from a variety of other state and federal housing programs.

CDBG regulations require the city to place a public notice in *The Sacramento Bee* 14-days in advance of a 15-day period to review and provide comments on the draft CAPER prior to approval by the City Council. A public notice announcing the availability of the CAPER was published in *The Sacramento Bee* on March 1, 2021, and copies of the CAPER were made available for public review at designated locations and on the city's website. Staff will include any public comments received during the public review period prior to submission to HUD. The public comment period began on March 15, 2021 and will conclude on March 30, 2021.

The City of Citrus Heights works collectively with a variety of non-profit agencies to fulfill unmet needs within the community. The highlights of the report are as follows:

- In 2020, the city served 7,953 low-to moderate income persons/households with CDBG-funded programs and activities; 98.7% of those served were low- to moderate-income.
- The city offered a variety of public services during the 2020 program year, including an emergency food closet; an after-school program at the Sayonara Center; meals to seniors; housing counseling and permanent housing placement; and a free Renters Helpline to provide information and assist with fair housing disputes.
- The city allocated \$376,028 in CDBG-CV funds to provide additional public services in response to the economic impacts of COVID-19, including \$125,000 to create a Supplemental Navigator Fund that provides additional resources to the Citrus Heights Navigator's existing unhoused clients in order to help them obtain permanent housing. In 2020, the Supplemental Navigator Fund served a total of 29 clients; 6 clients are still in motels or Grace House.
- The city's CDBG-CV funds also provided emergency funding to nonprofits who receive annual CDBG funding to meet the increased demand for services such as meals to seniors, domestic violence services, and emergency food and household supplies for low-income households who live in Citrus Heights.
- Of those served in 2020, 3,767 persons/households had at least one special need. The city's special needs population includes seniors, disabled persons, victims of domestic violence, homeless individuals or those at-risk of homelessness, households with five or more people receiving food from an emergency food closet, and other needs.
- The Sunrise Christian Food Ministry served 6,821 residents in 2020. All contributions were used to purchase food, food packaging, and supplies. There are minimal operating expenses as the food closet is staffed primarily by volunteers.
- The city's General Services Department completed the 2019-20 Accessibility and Drainage Improvement Project in 2020. This project was funded with a combination of CDBG and local Storm Water funds.

- The city awarded the Critical Repair Grant administration contract to Rebuilding Together Sacramento – a local nonprofit organization that has been preserving and revitalizing homes in the Sacramento region since 1991. The program will provide grants up to \$20,000 to low-income homeowners for single-system repairs and replacements, such as HVACs and roofs.

The city's 2021 CDBG operations are underway. In 2021, the city expects to complete the Signalized Intersection Improvement Project, the San Juan Park restroom replacement project in coordination with the Sunrise Recreation and Park District, as well as housing rehabilitation loans and grants. In addition, the City Council allocated public service funds to a variety of nonprofit organizations to deliver a variety of services, including an informational hotline for renters, homeless navigator and housing counseling, meals to seniors and low-income persons, after-school tutoring at the Sayonara Center, tutoring and distance learning support for children of single mothers, and domestic violence services. The city will also allocate and administer its CDBG-CV funds to respond to the economic impacts of COVID-19 on the Citrus Heights community, including assistance for nonprofits to meet the increased demand for a variety of public services.

### **Attachments**

- (1) Resolution No. 2021\_ A Resolution of the City Council of the City of Citrus Heights Approving the Program Year 2020 Consolidated Annual Performance Evaluation Report
- (2) Draft Consolidated Annual Performance Evaluation Report for Program Year 2020

**RESOLUTION NO. 2021- \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,  
CALIFORNIA, APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE  
EVALUATION REPORT FOR PROGRAM YEAR 2020**

**WHEREAS**, the City of Citrus Heights has applied for and received Community Development Block Grant (CDBG) funds as an entitlement jurisdiction from the Government of the United States under Title I of the Housing and Community Development Act of 1974;

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) is the federal agency designated to regulate and oversee the administration of the CDBG program;

**WHEREAS**, HUD requires entitlement jurisdictions to complete an annual evaluation of their grant programs through a report known as the Consolidated Annual Performance and Evaluation Report (CAPER);

**WHEREAS**, a public notice was published on March 1, 2021 in *The Sacramento Bee*, 14 days in advance of a 15-day period to review and provide comments on the draft CAPER prior to approval by the City Council on March 25, 2021;

**WHEREAS**, approval of the CAPER is not subject to the California Environmental Quality Act (CEQA), pursuant to Section 15060(c) (2), as its approval will not result in a direct or reasonably foreseeable indirect physical change in the environment.

**NOW THEREFORE BE IT RESOLVED AND ORDERED** that the City of Citrus Heights does hereby:

- (1) Approve the Consolidated Annual Evaluation Report (CAPER) for PY 2020,
- (2) Authorize the City Manager to submit the CAPER to the U.S. Department of Housing and Urban Development (HUD), and
- (3) Allow staff to make minor technical modifications and/or necessary corrections to the CAPER as required by HUD.

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 25<sup>th</sup> day of March 2021 by the following vote, to wit:

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

\_\_\_\_\_  
**Steve Miller, Mayor**

**ATTEST:**

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



**Consolidated Annual Performance  
Evaluation Report for the 2020 CDBG  
Program Year**  
*City of Citrus Heights*

**Draft Report for Public Review**  
**City Council Public Hearing Date:**  
**March 25, 2021**

## CR-05 - Goals and Outcomes

### **Progress the jurisdiction has made in carrying out its strategic plan and its action plan.**

#### **91.520(a)**

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The city completed several activities in Program Year (PY) 2020, including the following (not limited to):

- -The city offered a variety of public services during 2020 program year, including an emergency food closet; an after-school program at the Sayonara Center; meals to seniors; housing counseling and permanent housing placement; as well as a free Renters Helpline to provide information and assist with fair housing disputes.
- The city allocated \$376,028 in CDBG-CV funds to provide additional public services in response to the economic impacts of COVID-19, including \$125,000 to create a Supplemental Navigator Fund that provides additional resources to the Citrus Heights Navigator's existing unhoused clients in order to help them obtain permanent housing. In 2020, the Supplemental Navigator Fund served a total of 29 clients, 6 clients are still in motels or Grace House.
- The city's CDBG-CV funds also provided emergency funding to nonprofits who receive annual CDBG funding to meet the increased demand for services such as meals to seniors, domestic violence services, and emergency food and household supplies for low-income households who live in Citrus Heights.
- The Sunrise Christian Food Ministry served 6,821 residents in 2020. All contributions were used to purchase food, food packaging, and supplies. There are minimal operating expenses as the food closet is staffed primarily by volunteers.
- The city's General Services Department completed the 2019-20 Accessibility and Drainage Improvement Project in 2020. This project was funded with a combination of CDGB and local Storm Water funds.
- Ongoing collaboration with several governmental entities in the region including Sacramento Housing and Redevelopment Agency, Elk Grove, and Rancho Cordova on a regional Assessment of Fair Housing.
- Offered a Housing Repair Program to low-income homeowners to make health and safety repairs to their homes.
- Offered a First-Time Homebuyer Program to eligible low-income persons interested in purchasing a home in Citrus Heights.

The city's 2021 CDBG operations are underway. In 2021, the city expects to complete the Signalized Intersection Improvement Project, the San Juan Park restroom replacement project in coordination with the Sunrise Recreation and Park District, as well as housing rehabilitation loans and grants. In addition, the City Council allocated public service funds to a variety of nonprofit organizations to deliver a variety of services, including an informational hotline for renters, homeless navigators and housing counseling,



meals to seniors and low-income persons, after-school tutoring at the Sayonara Center, tutoring and distance learning support for children of single mothers, and domestic violence services. The city will also allocate and administer its CDBG-CV funds to respond to the economic impacts of COVID-19 to the Citrus Heights community, including assistance for nonprofits to meet the increased demand of a variety of public services.

**Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Indicator	Unit of Measure	Expected Strategic Plan	Actual Strategic Plan	Percent Complete	Explanatory Notes
Construct or Upgrade Public Facilities	Non-Housing Community Development	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0	0%	
Expand Homeless Housing and Services  <b><i>Self-Help Housing Navigator &amp; Housing Counseling Services</i></b>	Homeless	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	112	278	248%	
Expand Homeless Housing and Services	Homeless	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0	0	
Foster Affordable Housing	Affordable Housing	Rental units constructed	Household Housing Unit	0	0	0	
Foster Affordable Housing  <b><i>Housing Repair Program</i></b>	Affordable Housing	Homeowner Housing Rehabilitated	Household Housing Unit	4	0	0%	

Foster Affordable Housing  <b>First-Time Homebuyer Program</b>	Affordable Housing	Direct Financial Assistance to Homebuyers	Households Assisted	0	0	0%	
Improve Accessibility  <b>2019-20 Accessibility Improvement Project</b>	Non-Housing Community Development	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	10,135	10,135	100%	10
Other Public Service Needs <b>Meals on Wheels, WEAVE (CDBG &amp; CV), Sunrise Christian Food Ministry (CDBG &amp; CV)</b>	Homeless Non-Homeless Special Needs	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	8,834	7,208	81%	8
Other Public Service Needs <b>Renters Helpline, Housing Counseling, Campus Life Connection (CDBG &amp; CV), Great Plates Delivered</b>	Homeless Non-Homeless Special Needs	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	1,202	821	68%	1
Other Public Service Needs  <b>Supplemental Navigator Program</b>	Homeless Non-Homeless Special Needs	Homeless Person Overnight Shelter	Persons Assisted	100	29	29%	

Table 1 - Accomplishments – Program Year &amp; Strategic Plan to Date

**Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority**

**activities identified.**

As part of the Consolidated Plan effort, the city selected two key priorities:

1. Build healthy communities; and
2. Expand economic opportunities.

The goals align closely with three of the City Council three-year goals, which include maintain fiscal stability, diversify for a changing economy, and improve streets and infrastructure.

1. Foster affordable housing;
2. Services for people experiencing homelessness;
3. Services for seniors and youth;
4. Provide public services responsive to current need;
5. Construct/upgrade public facilities;
6. Improve accessibility;
7. Affirmatively further fair housing;
8. Effectively administer CDBG program.

The 2020-2024 Consolidated Plan identifies the following housing goals:

- Enhance the quality of safety of the existing housing stock, and
- Provide programs that assist first-time homebuyers in order to stabilize homeownership rates and to increase the level of resident investment in neighborhoods.

All projects funded during 2020 addressed one or more of the priorities included in the Consolidated Plan. The city has made progress towards addressing homelessness prevention, , supported nonprofits while offering a wide range of social services, and assisted with an accessibility and drainageimprovement project.

**CR-10 - Racial and Ethnic composition of families assisted**

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	<b>CDBG</b>
White	5,440
Black or African American	404
Asian	126
American Indian or American Native	61
Native Hawaiian or Other Pacific Islander	54
Other multiracial	1908
<b>Total</b>	<b>7,993</b>
Hispanic	1,140
Not Hispanic	6,918

**Table 2 – Table of assistance to racial and ethnic populations by source of funds**

**Narrative**

Demographically, the race/ethnicity of persons assisted generally reflects the diversity of Citrus Heights residents. Each Subrecipient is required to gather demographics for each client and/or household.

**CR-15 - Resources and Investments 91.520(a)****Identify the resources made available**

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,765,024.88	678,577.92
HOME	public - federal	2,280,000	0
General Fund	public - local	134,000	133,200
Other	public - state	-	

**Table 3 - Resources Made Available****Narrative**

The city expended a total of \$487,964.75 in CDBG funds and a total of \$186,893.43 in CDBG-CV funds during Program Year (PY) 2020. The largest project this year was the 2019-2020 Accessibility and Drainage Improvement project, which expended \$312,477.30 in CDBG funds. In addition, the city allocated \$134,000 in General Fund monies in support of public service activities to CDBG-eligible nonprofits. Meals on Wheels by ACC, Sunrise Christian Food Ministry, Campus Life Connection, Sacramento Self-Help Housing, , and many other organizations were beneficiaries of these funds.

The city's First-Time Homebuyer Program assists first-time homebuyers who are income eligible to purchase their first home in the City of Citrus Heights. This program is generally funded with CalHome funds the city receives through loan repayments. The city expended \$0 in CalHome funds 2020 to assist first-time homebuyers. Due to the competitive real estate market in Sacramento County and the income restrictions of the program, it is difficult for first-time homebuyers to enter the market, but the city assists where possible through this program. The Sacramento Housing Redevelopment Agency (SHRA) is the lead agency in HOME Consortium and manages the city's HOME funds. In January 2020, the City Council approved a total loan commitment of \$3.58 million from its share of HOME funds to the Sunrise Pointe Project – a 47-unit affordable rental property developed by Jamboree Housing. The Sunrise Pointe Project received federal tax credits in 2020 and will begin construction in April 2021.

**Identify the geographic distribution and location of investments**

**Narrative**

The city's CDBG-funded projects took place at various locations throughout Citrus Heights – primarily in low- and moderate-income census blocks. The 2019-2020 Accessibility and Drainage Improvement Project, took place in a primarily low- and moderate- income census blocks. Most programs the city offered, including the housing repair program, first-time homebuyer program, and all public services, were available to eligible low-income individuals and households citywide.

## **Leveraging**

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

There is no federal requirement for the city to match CDBG funds with other non-federal program resources. In 2020, the city allocated \$134,000 in General Fund revenue to nonprofits providing a community service in Citrus Heights, in addition to the CDBG investments.

With respect to public service, the city requires all Subrecipients to identify other resources that will be leveraged during the program year to operate and implement CDBG supportive activities. It is the city's intent to ensure adequate non-federal and private funds are available, thus minimizing the dependence on federal funds.

**CR-20 - Affordable Housing 91.520(b)**

**Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.**

	<b>One-Year Goal</b>	<b>Actual</b>
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
<b>Total</b>	<b>0</b>	<b>0</b>

**Table 4 – Number of Households**

	<b>One-Year Goal</b>	<b>Actual</b>
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	4	0
Number of households supported through Acquisition of Existing Units	0	0
<b>Total</b>	<b>4</b>	<b>0</b>

**Table 5 – Number of Households Supported**

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

The City of Citrus Heights is 98% built out so there is little land available for new housing developments. Additionally, this means the city does not have substantial development fees with which to fund these efforts. Furthermore, due to the city's revenue neutrality agreement with the county, Citrus Heights does not receive any property tax revenue until 2022. The elimination of Redevelopment funding at the state level makes the development of affordable housing increasingly challenging.

Despite these challenges, the city has taken steps towards meeting its affordable housing goals. In January 2020, the City Council approved a 47 unit multi-family affordable housing development, named Sunrise Pointe. In addition, the City Council approved the allocation of \$3.58 million from the Citrus



Heights HOME Investment Partnerships Fund. The Sacramento Housing and Redevelopment Agency (SHRA) is the lead agency in the HOME Consortium and is responsible for managing the city's annual HOME allocation and related program income. The Sunrise Pointe developer is Jamboree Housing Corporation and the service provider is TLCS, Incorporated. Sunrise Pointe will provide permanent affordable housing for persons and families identified through the coordinated entry system.

The project is a qualified "affordable" project under the State Government Code. To qualify as an affordable housing development, the project must set aside a certain number of units to households whose income is considered low to very low. Sunrise Pointe is a 100 percent affordable development, meaning all 46 units will be for residents whose income ranges all within or below the income limits. The developer has agreed to execute 55-year affordability covenants on the property in exchange for the HOME funds. The Sunrise Pointe development is made up of two residential buildings totaling 46 rental units and one manager apartment. This project is currently identifying gap funding. The construction date of this project has yet to be determined.

Additionally, the city is optimistic that we will move forward with Sayonara Drive development as described below.

**Discuss how these outcomes will impact future annual action plans.**

The Sayonara affordable housing project, which is currently in the pre-planning phase. Previously, the city purchased and demolished 15 complexes and 1 eight-plex on the street with the intent of replacing them with a new affordable housing development. In the same neighborhood, on Sayonara Drive, the Citrus Heights Children and Youth Center was funded and completed with using CDBG funds in the 2010-2014 Consolidated Plan period. As part of the Sunrise Pointe Project approved in January 2019, the city will replace 23 units or 46 bedrooms. This leave a remaining replacement obligation of 12 units or 24 bedrooms. The city is currently working on a plan to satisfy the remaining replacement obligation.

Additionally, the city promotes affordable housing opportunities through its Housing Rehabilitation Program offering low-interest, deferred payment loans and grants to homeowners for essential repairs. This program assists homeowners in maintaining affordable housing and improves the overall condition of the city's housing stock for future generations.

**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine eligibility of the activity.**

Number of Households Served	CDBG Actual
Extremely Low-income	332
Low-income	404

Moderate-income	7,217
<b>Total</b>	<b>7,953</b>

**Table 6 – Number of Households Served**

### **Narrative Information**

All of the persons noted were households assisted by services funded with CDBG funds during (PY) 2020. public services. Services the city offered, including the housing repair program, first-time homebuyer program, and all public services, were available to eligible low-income individuals and households citywide.

**CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

**Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:**

**Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The city provided funding to Sacramento Self-Help Housing (SSHH), which delivers an ongoing service to an increasing number of households each year. SSHH continues to provide housing counseling services and navigator services to low-income and homeless persons as well as those at risk of becoming homeless. The city's navigator engages and interacts with individuals located in Citrus Heights.

The housing counselor provides housing information and other referrals based on the household's intake assessment. Each household is provided with information regarding housing availability and rental criteria. In addition, participants may receive assistance in completing housing-related paperwork such as rental applications, and receive housing interview tips. The housing counselor served as the household's advocate and maintained regular contact through routine follow-up. The housing counselor may provide additional housing referrals and support as needed until the household secures permanent and stable housing.

In addition, to the navigator providing outreach services to individual and/or families who are currently or in immediate danger of becoming homeless the City Council approved a Supplemental Navigator Program using CDBG-CV funding. The program allows the Citrus Heights navigator to provide subsistence payments, such as motel and laundry vouchers to homeless individuals and security deposit assistance to help obtain permanent housing.

The navigator is an employee of Sacramento Self-Help Housing who collaborates with the Citrus Heights Homeless Outreach Officer to locate and identify persons within the homeless population in want of services. The Navigator's goal is to remove the barriers to accessing housing including connecting individuals to available services and transporting clients to appointments. The Navigator will interact with the homeless in a positive way, get to know the person and assist them with overcoming the barriers that keep them from obtaining and maintaining permanent and stable housing.

**Addressing the emergency shelter and transitional housing needs of homeless persons**

City staff participates in the Homeless Assistance Resource Team (HART), a group of agencies, nonprofits, faith based organizations, members of the business community and interested individuals dedicated to addressing Citrus Heights homeless issue. The goal of HART is to provide homeless individuals with resources so they may better access housing options. The Navigator also provides referrals and resources. The Citrus Heights HART operates an annual Winter Sanctuary Program that provides overnight shelter and services from December to February for up to 25 individuals per night.

City staff also participates in outreach efforts to the unsheltered homeless. Police officers who are in contact with the homeless population connect with the Navigator to conduct outreach along the trails, creeks and other known homeless camps. The Navigator will also connect clients to Sacramento Steps Forward, the HUD-designated Continuum of Care (CoC) for the Sacramento Region.

The city maintains strong involvement with Sacramento Steps Forward as it manages the Continuum of Care. The city's Housing and Human Services Coordinator, Stephanie Cotter, currently serves on the Continuum of Care Advisory Board. The Continuum of Care Board is responsible for advising the Sacramento Steps Forward Board of Directors on policy around the issue of homelessness. The goal of the Advisory Board is to ensure Sacramento Steps Forward retains a broad representation of the constituents in the community, allowing the organization to establish a more efficient method of community planning and evaluation.

As mentioned, the city funds Sacramento Self-Help Housing who offers housing counseling to those who are at risk of homelessness or who are homeless along with the Navigator who reaches out to the homeless in partnership with the Citrus Heights Police Department. Additionally, the City of Citrus Heights is an active participant in the regional Homeless Emergency Aid Program (HEAP) efforts. The City Council adopted an emergency shelter crisis declaration in January 2019 and is working with the CoC to implement and monitor the HEAP-funded programs within Sacramento County.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

The city provided funding to Sacramento Self-Help Housing who offers housing counseling to households who are at risk of becoming homeless. Self-Help collaborates with nonprofits to reach a greater number of clients who many need assistance locating stable housing options. In addition, Self-Help provides a searchable database of low-income housing options on their website.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The city coordinates and participates in the Homeless Assistance Resource Team (HART), a group of agencies, nonprofits, faith-based organizations, and interested individuals dedicated to addressing Citrus Heights homeless issues. The goal of HART members is to provide homeless individuals with resources in order to access housing. The city also participates in outreach efforts to unsheltered homeless with the Citrus Heights Navigator and the Citrus Heights Police Department, resources provided upon contact of someone experiencing homelessness or at-risk of homelessness.

### **CR-30 - Public Housing 91.220(h); 91.320(j)**

#### **Actions taken to address the needs of public housing**

The Sacramento Housing and Redevelopment Agency (SHRA) is the public housing agency serving the City of Citrus Heights. SHRA is independent of Citrus Heights, and the city retains no control over their funding or implementation of programs. Refer to the SHRA Public Housing Authority Annual Action Plan for information on the ways that SHRA addresses public housing needs.

#### **Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

SHRA encourages public housing residents to participate in policy, procedure, and program implementation of development through its Resident Advisory Board. In addition, the Housing Authority recognizes Resident Committees throughout the Sacramento Region; the residents are elected bodies representing residents in their respective complexes. SHRA also distributes a quarterly newsletter to all residents, contains relevant news, information on training and employment opportunities, and other community resources available to public housing residents. Public housing residents also participate in the development of SHRA's five-year annual plan. The Resident Services Division distributes a survey to prioritize resident needs, and short- and long- term improvements.

#### **Actions taken to provide assistance to troubled PHAs**

SHRA is not designated as "troubled".

### **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

A continued supply of housing to all households income levels is essential to meet the needs of the residents of the city. Citrus Heights is largely "built-out" and the supply is dependent not only on production, but on the preservation of existing affordable housing. To assure the continuing production of affordable housing, the city has examined possible constraints and barriers. Constraints to affordable housing are both governmental and non-governmental. Governmental constraints include land use controls, entitlement processing, fees, and building codes.

Land uses controls are necessary to ensure orderly and appropriate development and growth in the city. Fees, land dedication and public improvements are usually required as part of land development and entitlement processing to ensure an adequate supply of infrastructure, parks, and schools to serve the development. The city may consider waiving appropriate development fees to facilitate development of affordable housing. Building and housing codes are implemented to ensure the safety of the community (housing residents, specifically).

### **Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

There are several constraints to meeting low-income residents needs. The two primary obstacles to meeting low-income residents needs:

- Available funding is not sufficient to address the community's needs. In 2020, \$111,000 in CDBG funding was available to public service agencies and the city provided \$133,400 in local funding for Fiscal Year (FY) 18/19. The city continues to support nonprofits to identify other public or private funding sources.
- Although the majority of the region's service providers are located in Sacramento, Citrus Heights is home to services such as food banks, youth programs, and domestic violence service providers. Citrus Heights offers public transportation to the Sacramento area, but residents are sometimes reluctant or unable to travel outside of their community to receive services.

### **Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

The city will provide lead-abatement assistance for residential units through the Housing Rehabilitation Program. The city contracts with a third-party firm to administer its housing repair program. This firm contracts with qualified lead abatement contractors to conduct lead-based paint identification, assessment, and clearance services to reduce lead hazard. The program will comply with the Residential

Lead Based Paint Hazard Reduction Act of 1992 (Title X) and subsequent changes in September 1999. The procedure regarding lead-based paint in all repairs programs will include notification and identification.

**Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

The city's anti-poverty strategy focuses on providing a range of employment opportunities and supportive services aimed at enabling those in poverty to move into the workforce, as well as supporting activities that preserve and expand the supply of housing affordable to target-income households.

- Meals on Wheels by ACC offered daily nutritious meals to low-income homebound seniors and offered congregate meals to seniors.
- Sacramento Self-Help Housing provided counseling and social services to homeless individuals or those at risk of becoming homeless, including drop-in counseling/office hours and case management services.
- Sunrise Christian Food Ministry operates an emergency food closet available to low-income persons.
- The city also provides code enforcement services to ensure lower-income households have a safe and decent place to live.

Citrus Heights residents also have access to anti-poverty services provided by the County Department of Human Assistance. The County provides many programs designed to provide temporary assistance to families in need, and coordinates the County's welfare-to-work programs, with an emphasis on creating employment connections and increasing the income of the program's participants. Overall, the goal of all agencies' programs is economic self-sufficiency.

**Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

In an effort to eliminate gaps in institutional structures, the city remains actively involved with neighboring jurisdictions and regional governmental entities. The city coordinates with Sacramento Housing and Redevelopment Agency (SHRA) to address affordable housing needs related to public housing activities. In addition, the city collaborated with SHRA to allocate the city's HOME funds to the Sunrise Pointe Affordable Apartment Project. The city also collaborated with several municipalities and SHRA to prepare a regional grant application for the Emergency Solutions Grants and No Place Like Home programs. As mentioned previously, Citrus Heights is also partnering with Sacramento Steps-Forward, Sacramento County, City of Sacramento, City of Elk Grove, and the City of Rancho Cordova on the California Homeless Emergency Aid Program (HEAP).

In addition, the city continues to collaborate with Elk Grove and Rancho Cordova, the two other small entitlement jurisdictions in Sacramento County, and continues to look for opportunities to increase and enhance services to residents.



**Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

The city continues to work with neighboring jurisdictions, including the City of Rancho Cordova, City of Elk Grove, County and City of Sacramento and the Sacramento Housing and Redevelopment Agency, to address the regional issues that affect the needs of low-income persons as well as special need programs, shared Subrecipient monitoring and research into issues of interest such as the Affirmatively Furthering Fair Housing final rule. The city also continues to work with many of the local nonprofits that provide a range of services to low-income residents.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

HUD provides specific requirements that entitlement grantees certify that they will affirmatively further fair housing in their jurisdiction. Fair Housing objectives are broad, and include requirements to promote fair housing choice for all persons and to foster compliance with nondiscrimination provisions of the Fair Housing Act. These requirements are satisfied, in part, by analyzing impediments to fair housing choice within the jurisdiction and taking appropriate action to overcome the effects of identified impediments.

The city's approach to fair housing in 2020 focused on outreach and education:

- Sacramento Self-Help Housing (SSHH) has provided education on tenant/landlord and fair housing law to clientele in need since 2013. SSHH also works with the California Apartments Association (CAA), Legal Services of California, and Project Sentinel to provide fair housing education, investigation, and resources.
- The city entered into an agreement in December 2016 between the Sacramento Housing and Redevelopment Agency (SHRA) and ten other municipal corporations to cost share the fees to assess fair housing. The regional assessment of fair housing is currently underway and will be completed in 2020. This is the first partnership of its kind nationwide.

## **CR-40 - Monitoring 91.220 and 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

The city uses a monitoring system to ensure that CDBG-funded activities are in compliance of applicable laws, regulations, policies, sound management, and account practices. The primary objective of the city's monitoring efforts include:

- To ensure the Subrecipient has the capacity to carry out their responsibility and to do so in a timely manner.
- To ensure the Subrecipient is carrying out the project as described in their agreement, complying with applicable laws and regulations.
- To ensure the project is operating in a manner that minimizes the opportunity for fraud, waste, and mismanagement.

In November of 2019, city staff hosted a CDBG Subrecipient Workshop. The workshop was formatted to review federal requirements unique to CDBG, the subrecipient agreement, introduced CDBG reporting forms and answered questions. Therefore, all Subrecipients are informed of their obligations to collect the required information on income, household composition, race, and ethnicity. City staff also provides information to each Subrecipient that outlines the agreement terms and CDBG policies such as data collection and financial management. In addition, staff recommends each Subrecipient read the "Playing by the Rules" guide produced by HUD.

Quarterly, staff reviews the progress the Subrecipient has been making toward achieving performance goals. Public service Subrecipients must report their population with each invoice. Each Subrecipient agreement contains provisions for reduction or termination in the event goals are not accomplished or when past performance issues have not been resolved. Onsite monitoring of Subrecipients is conducted based on an annual desk assessment performed by city staff.

The city placed a strong emphasis on its Subrecipients to gather complete and accurate information on the persons or households served, and regularly reporting of progress. In addition, staff provides technical assistance to each Subrecipient throughout the year as needed.

**Citizen Participation Plan 91.105(d); 91.115(d)**

**Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

The City of Citrus Heights Housing and Grants Division, under the Community Development Department, serves as the lead agency for the administration of the city's CDBG funds.

Direct questions relating to this report to:

City of Citrus Heights  
6360 Fountain Square Drive  
Citrus Heights, CA 95621  
Housing Division  
Stephanie Cotter, Housing & Human Services Program Coordinator  
916-747-4768  
[scotter@citrusheights.net](mailto:scotter@citrusheights.net)

This report was made available for public comment review during a 15-day public comment period from March 15, 2020 to March 30, 2020. A public notice announcing its availability was published in the Sacramento Bee on March 2, 2020. A public hearing on this report will be held March 26, 2020 during the Citrus Heights Council meeting. Any public comments received will be summarized and attached to this report prior to final submission to HUD.



**PART I: SUMMARY OF CDBG RESOURCES**

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	463,185.51
02 ENTITLEMENT GRANT	639,115.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	49,301.71
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,151,602.22

**PART II: SUMMARY OF CDBG EXPENDITURES**

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	392,033.65
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	392,033.65
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	99,650.84
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	491,684.49
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	659,917.73

**PART III: LOWMOD BENEFIT THIS REPORTING PERIOD**

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	392,033.65
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	392,033.65
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

**LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS**

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

**PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS**

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	79,556.35
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	79,556.35
32 ENTITLEMENT GRANT	639,115.00
33 PRIOR YEAR PROGRAM INCOME	132,193.36
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	771,308.36
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	10.31%

**PART V: PLANNING AND ADMINISTRATION (PA) CAP**

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	99,650.84
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	99,650.84
42 ENTITLEMENT GRANT	639,115.00
43 CURRENT YEAR PROGRAM INCOME	49,301.71
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	688,416.71
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	14.48%



# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT MEMORANDUM

**DATE:** March 25, 2021

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

**FROM:** Colleen McDuffee, Community Development Director  
Casey Kempenaar, Planning Manager  
Eric Singer, Assistant Planner

**SUBJECT:** **2020 General Plan Annual Progress Report**

### **Summary and Recommendation**

Staff recommends City Council adopt Resolution 2021-\_\_ accepting the 2020 General Plan Annual Progress Report and directing staff to forward the report to the appropriate state agencies in accordance with Government Code Section 65400.

### **Fiscal Impact**

There is no fiscal impact associated with this action.

### **Background and Analysis**

State law requires all cities and counties submit to their legislative bodies an annual progress report on the status of the General Plan and progress in its implementation. The city's General Plan contains 66 goals to guide overall city development. As a basis for local government decision-making, and to maintain the city's commitment to transparency and accountability, these goals and policies are analyzed and serve as the guiding action to achieve the overall vision for the community.

State law requires each jurisdiction submit a report to the Governor's Office of Planning and Research (OPR) to ensure the goals, policies, and action items of the General Plan are being implemented. Furthermore, a report on the progress made to implement the Housing Element of the General Plan must be provided to the Department of Housing and Community Development (HCD). Staff has combined the reporting elements of OPR and HCD into a single Annual Progress Report (Attachment 1a). This report provides an analysis of those General Plan policies and action items that have made notable progress during calendar year 2020, including the annual Housing Element progress report for all action items.

**2020 General Plan Annual Progress Report**

**March 25, 2021**

**Page 2 of 2**

Following the City Council's review and acceptance of the General Plan Annual Progress Report, staff will forward the report to OPR and HCD as required by law.

**Planning Commission Review**

On March 24, 2021, the Planning Commission reviewed the General Plan Annual Progress Report. Staff will present any comments received from the Planning Commission at the Council Meeting on March 25, 2021.

**Attachments**

1. Resolution of the City Council of Citrus Heights, California, Accepting the 2020 General Plan Annual Progress Report
  - a. 2020 General Plan Annual Progress Report

**RESOLUTION NO. 2021-\_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,  
CALIFORNIA, ACCEPTING THE 2020 GENERAL PLAN ANNUAL PROGRESS  
REPORT**

**WHEREAS**, Government Code Section 65400 mandates the city submit an annual report on the status of the General Plan's implementation to the Governor's Office of Planning and Research;

**WHEREAS**, the report contains the Housing Element reporting requirements in accordance with state housing law and Housing and Community Development's housing element guidelines;

**WHEREAS**, the guidelines require the annual report be presented to the City Council for its review and acceptance;

**WHEREAS**, on March 24, 2021, the Planning Commission reviewed and accepted the General Plan Annual Progress Report as presented by staff;

**WHEREAS**, the Planning Commission acted to forward the General Plan Annual Progress Report to the City Council; and

**WHEREAS**, on March 25, 2021, the City Council reviewed and accepted the General Plan Annual Progress Report.

**NOW, THEREFORE, BE IT RESOLVED** the Citrus Heights City Council hereby accepts the General Plan Annual Progress Report and forwards the report to the appropriate State Agencies.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights this 25<sup>th</sup> day of March, 2021 by the following vote:

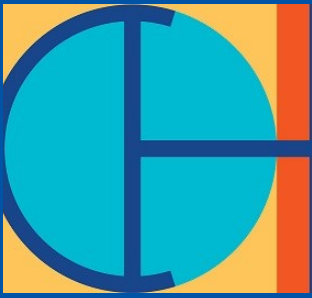
**AYES:**           **Council Members:**  
**NOES:**           **Council Members:**  
**ABSENT:**       **Council Members:**  
**ABSTAIN:**      **Council Members:**

\_\_\_\_\_  
**Steve Miller, Mayor**

**ATTEST:**

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

Attachment A:  
2020 General Plan Annual Progress Report



# City of Citrus Heights General Plan Annual Progress Report 2020

CITY OF CITRUS HEIGHTS  
COMMUNITY DEVELOPMENT DEPARTMENT  
PLANNING DIVISION  
6360 FOUNTAIN SQUARE DRIVE  
CITRUS HEIGHTS, CA 95621  
(916) 727-4740



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## Purpose of this Document

Section 65400(b) of the State of California Government Code requires planning agencies to provide an annual report to their legislative body, the Governor's Office of Planning and Research (OPR), and the State Department of Housing and Community Development (HCD) on the status of the General Plan and progress in its implementation. The four basic purposes of the annual report are as follows:

- To provide information to assess progress on implementation of the General Plan in accordance with the stated goals, policies and implementation measures.
- Provide information to identify necessary course adjustments or modifications to the General Plan as a means to improve implementation.
- To provide a clear correlation between land use decisions made during the reporting period, and the goals, policies and implementation measures in the General Plan.
- To provide information regarding local agency progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to the development of housing.

State law requires that the General Plan Annual Progress Report (APR) be completed and submitted to the state each year for the previous calendar year. This APR looks at the City of Citrus Heights's progress toward implementing its General Plan during the 2020 planning year.

## General Plan Background

Upon incorporation in January 1997, the city adopted the Sacramento County General Plan. Soon thereafter, the city embarked on an intensive process of crafting the first General Plan. The resulting plan was adopted on November 15, 2000. Citizen participation played an important role in preparing the city's General Plan. Because a General Plan needs to reflect community goals and aspirations, citizens were involved with issue identification and goal formulation. The public as well as various civic and professional organizations were consulted during the General Plan preparation stage whenever possible. Numerous public meetings were held to discuss the General Plan. In 2011, a *focused* update to the General Plan was completed that addressed the areas of mobility/complete streets, water quality, climate change/sustainability.

The General Plan addresses State General Plan requirements. California law requires that every city and county adopt a long-term General Plan that addresses seven specific topics or "elements," organized in any format or structure preferred by the community. The General Plan may also address other topics the community feels are relevant. Regardless of the format or issues addressed, the Plan must be internally consistent. The city's Plan is organized into three elements that meet the State requirements, as shown in Table 1: General Plan Content.

**Table 1**  
**General Plan Content**

<b>Citrus Heights Plan Elements</b>	<b>Required Plan Topics</b>	<b>Issues Covered</b>
Community Development	Land Use Circulation Housing	Community character, neighborhoods, corridors, economic development, gateways, public spaces, housing, transportation and mobility, regional coordination
Resource Conservation	Conservation Open Space	Biological resources, open space, energy conservation, cultural resources
Community Health	Noise Safety	Flooding, seismic activity, hazardous materials, noise, air quality, climate change, services, parks and recreation, education, utilities

### **City's Responsibility**

The effectiveness of the General Plan ultimately depends on how it is implemented and maintained over time. State law requires that most actions of local governments affecting the physical environment be consistent with the General Plan. The implementation of the Plan is the responsibility of numerous departments and divisions including:

- City Manager's Office (City Clerk, Economic Development and Communications Divisions)
- City Attorney
- Community Development Department (Planning, Building and Housing Divisions)
- Police Department (Includes Code Enforcement, Animal Control, Fleet, and Rental Housing Inspection Divisions)
- General Services Department (Public Works & Engineering, Community Services and Facilities, Grounds Divisions)
- Administrative Services Department (Finance, Information Technology, and Human Resources Divisions)

Additionally, several other governmental agencies provide services within the city's boundary. While these agencies are neither part of the city's operational structure nor directly responsible for implementation of the General Plan, the city does coordinate its activities with these other agencies and relies upon their assistance for full implementation of the General Plan. These agencies include, but are not limited to the following:

- Water Districts (3)
- Sacramento Metropolitan Fire District
- San Juan Unified School District
- Sunrise Recreation and Park District
- Sacramento Area Sewer District

## Impacts of COVID-19 on Citrus Heights

COVID-19 has had a significant impact on the city's ability to achieve the goals outlined in the General Plan and as a result Citrus Heights staff and officials have continued to closely monitor updates from the Sacramento County Public Health Department and Office of Emergency Services. For the majority of 2020, the City Hall premises were closed to the public but all departments remained open and available to the public via phone and internet communications, with many staff members able to work remotely. A more detailed analysis of how the pandemic affected the city's ability to achieve its goals can be found in the General Plan Implementation section below (pg. 6).

## Amendments to the General Plan

State law allows the city to amend its General Plan no more than four times per year. Amendments may be proposed and acted upon at any time during the year and one action may include multiple amendments. Any changes to the General Plan require public hearing by the City Council and evaluation of the environmental impacts as required by the California Environmental Quality Act.

In 2020 the city amended the General Plan one time, increasing allowable housing density in the General Commercial Land Use Designation from 20 to 40 units per net acre. Under the Land Use Designations section of the General Plan, the General Commercial description is as follows:

*General Commercial: This designation provides for retail uses, services, restaurants, professional and administrative offices, hotels and motels, mixed-use projects, multi-family residences, public and quasi-public uses, and similar and compatible uses. The FAR for nonresidential uses shall not exceed 0.6. Residential densities shall not exceed 40 units per net acre.*

## Major Project Developments

Construction was approved, initiated or completed within Citrus Heights for the following major projects during the 2020 planning year:

**Mitchell Farms** – Having begun infrastructure work the year prior, in 2020 the Mitchell Farms subdivision was issued building permits to begin construction on 12 of the projected 260 total single-family residential dwelling units located on approximately 32 acres. The project consists of five villages along the periphery of the site with a mix of three different housing types: 110 paseo units (alley-loaded single-family units), 72 patio units (groups of 2 to 8 single-family units accessed from a central alley), and 78 traditional housing units. The remaining 23 acres in the central portion of the site, including the creek corridor, are devoted to recreational areas and open space uses including a trail system.

**Northridge Grove Subdivision** – The Northridge Grove subdivision was issued building permits for construction of 7 homes in 2020. The entire project will construct 46 homes on an approximately 7.1-acre site.

**Carefield Senior Living** – The Carefield Senior Living project was entitled in April of 2020. The project will consist of an 80-unit, 88-bed assisted living and memory care facility on a currently vacant 4.55-acre parcel on the north end of Sunrise Boulevard.

**Auburn Heights Small Lot Housing Subdivision** – The first of its kind in Citrus Heights, this 8-unit subdivision was approved in October 2020. This project is the first in the city to utilize the Small Lot Housing Ordinance, an ordinance adopted by the City Council in 2018. The intent of this ordinance is to provide flexibility in housing types and design to encourage the production of for sale products in zones more accustomed to rental housing products.

**Fair Oaks Senior Housing** – City Council approved a 110-unit deed-restricted affordable housing unit development. This project received a 10% density bonus as well as concessions allowed under the law.

### **Other Major Milestones and Projects that Support the Goals of the General Plan**

**Auburn Boulevard Complete Streets Phase 2** – The Auburn Boulevard Complete Streets Phase 2 project will transform Auburn Boulevard (between Rusch Community Park and the Roseville City Limits) into a vibrant, active, “complete street”, with bike lanes, wide sidewalks, landscaping and enhanced transit. A consultant contract for the final design and right-of-way coordination was executed on March 26, 2020 and final design is currently underway.

**Carriage Drive & Lauppe Lane Safe Schools Corridor Plan** – The focus of the Carriage Drive & Lauppe Lane Safe Schools Corridor Plan (CLSSCP) is to evaluate safety concerns for all users (pedestrians, bicyclists and drivers) along this one-mile-long school/residential corridor connecting Antelope Road and Auburn Boulevard. Also included in the plan is the segment of Auburn Boulevard adjacent to Sylvan Middle School. The ultimate goal of the CLSSCP, a joint effort between the City and the San Juan Unified School District (SJUSD), is to develop a community supported comprehensive plan to improve this heavily traveled corridor providing access to three schools: Carriage Drive Elementary, Mesa Verde High, and Sylvan Middle. The preferred concept for the corridor was developed and City Council adopted the Safe Schools Corridor Plan on December 10, 2020.

**Old Auburn Road Complete Streets Plan** – The Old Auburn Road Complete Streets Plan (The Plan) addresses challenging transportation conditions including excessive speeds, skewed intersections, inadequate bicycle, pedestrian and transit infrastructure, and a history of collisions along nearly 2-miles of Old Auburn Road. City Council adopted the Complete Streets Plan, including a preferred concept, on March 26, 2020.

**Multi Modal Transportation Safety Program (MMTSP)** – The Multi Modal Transportation Safety Program (MMTSP) will update and improve the way the City evaluates and prioritizes neighborhood traffic safety concerns raised by residents. The MMTSP will update the City’s 2001 Neighborhood Traffic Management Program to current industry standards identified new traffic safety countermeasures and develop a transparent methodology to prioritize requests. City Council approved the MMTSP on December 10, 2020. Implementation is anticipated to occur in Spring 2021.

## Status of General Plan Implementation Actions

The table below analyzes selected General Plan policies and action items that made notable progress in 2020. The table is not a comprehensive list of all policies and action items in the General Plan; many policies/actions are under ongoing implementation, and may not be listed here. As the majority of the General Plan policies and related action items have been implemented through the adoption of ordinances or resolutions, incorporated into the regular governmental activities of the applicable departments, or included in development proposals as they are reviewed for consistency with the city's policies, the purpose of providing the policy implementations below is simply to streamline the review and highlight the annual progress efficiently. A comprehensive list of all General Plan policies and action items with status and/or implementation can be viewed in prior General Plan APRs.

A review of the Housing Element implementation status for all action items, and progress toward meeting the city's Regional Housing Needs Assessment, is provided in the subsequent section, beginning on page 14.

Government Services		
Goal 56: Strive to provide consistently responsive, efficient and customer-oriented government services and facilities		
Goal/Action #	Policy/Action	Status/Implementation
56.3	<i>Continue pursuit of innovative techniques to deliver public services in a cost-effective and responsive matter.</i>	
56.3.A	Continue to improve the City website to provide community information and respond to service needs.	<p>In response to the unprecedented COVID-19 pandemic and subsequent closure of City Hall premises, the city relied heavily on its online presence, both through social media and the city's website. The city has created a COVID-19 information page on its website while also linking to local, regional, and state websites with more information. The city has also promoted a "shop local" campaign to assist local businesses that have been affected by pandemic-related closures.</p> <p>Additionally, the city continues to hold live social media gatherings to aid in the efforts of community engagement. These efforts include live sessions via Facebook to share dialogue on new and upcoming projects, community services and highlight businesses throughout the community.</p>

<b>Goal 12: Create an inviting and distinctive identity for Sunrise MarketPlace to promote its image as the City's premier destination to shop, work, live, and play</b>		
<b>Goal/Action #</b>	<b>Policy/Action</b>	<b>Status/Implementation</b>
12.3	<i>Transform the Sunrise Mall area into a premier regional destination and a flourishing center of community life where residents and visitors shop, work, live, and play.</i>	
12.3A	<p>Prior to issuing any discretionary approval in the Sunrise Mall area, develop a comprehensive specific plan that includes:</p> <ul style="list-style-type: none"> <li>• An effective concentration and complementary mix of land uses;</li> <li>• Streetscape and community gathering features that are engaging and support an active street life and a stronger sense of place;</li> <li>• Architectural and design details to transition this area from an auto-oriented suburban center to an amenity-rich, pedestrian friendly, and experience-oriented regional destination;</li> <li>• Phasing, infrastructure and financing approaches.</li> </ul> <p>The specific plan shall reflect changing market conditions and provide sustained economic benefit to the City.</p>	<p>In 2019, the city amended the General Plan to require the development of a Specific Plan for the Sunrise Mall property before any new entitlements can be granted.</p> <p>After the amendment to the General Plan, the city hired a consultant team, led by Gensler, to develop the Specific Plan, called Sunrise Tomorrow. Development of the Specific Plan took place over the course of 2020, including community events to garner feedback as well as adoption of a preferred development option by City Council.</p> <p>The community engagement program started in November 2019 with business owner and stakeholder interviews, followed by an in-person workshop at the former Sears department store held in February 2020. This workshop drew over 300 community members, who learned about the project process and came together to create their own vision of what the site could be, seeking new ways of living and working currently unseen in Citrus Heights.</p> <p>Most recently, the project team held an online virtual workshop with the community on June 30th, 2020. The workshop showed how the community's biggest ideas were carefully studied and woven together to create the future vision for the Sunrise Mall site. This virtual</p>

		<p>workshop allowed for the community to provide feedback and comments, with 82% showing excitement for the shared vision.</p> <p>The Sunrise Tomorrow Plan includes detailed buildout scenario analysis resulting in up to 1,200 units throughout the 20 year development horizon.</p>
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Housing		
Goal 25: Provide adequate sites for a variety of housing opportunities to serve all residents		
Goal/Action #	Policy/Action	Status/Implementation
25.2	<i>Strive to meet the City's fair share housing allocation based on the Regional Housing Needs Assessment.</i>	
25.2A	Develop an inventory of land suitable within the City for the development of housing for all segments of the community.	<p>In January 2020, the Citrus Heights City Council approved a purchase and sale agreement to sell the City-owned 11.34-acre property near Sylvan Corners to Woodside Homes, one of the largest homebuilders in the Western U.S. The vote to approve the agreement came after a staff presentation on the New Sylvan project, including the Offering Memorandum outreach and response, a fiscal and benefit analysis, and an introduction to the Woodside Homes developer.</p> <p>Woodside Homes' potential plan for the site includes 93 single-family, detached for-sale homes, including bungalow and cottage lots. The development concept will provide walkability to nearby retail and schools, and attract new families to the established corridor. Attracting new families will help support the existing commercial nodes in the area and provide an economic impact and ensure neighborhood vitality.</p> <p>The project is required to go through the City's normal</p>



		development review process, including public hearings at the Planning Commission and City Council. Woodside Homes will work with the City on project review and approval, including obtaining all necessary entitlements and ongoing communication with the community.
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<b>Goal 26: Develop, conserve, and improve the housing stock to ensure decent accommodations for all segments of the community</b>		
<b>Goal/Action #</b>	<b>Policy/Action</b>	<b>Status/Implementation</b>
26.1	<i>Encourage the conservation and improvement of existing housing.</i>	
26.1.A	Promote the use of administrative remedies to remediate substandard rental units.	<p>The city's Rental Housing Inspection Program (RHIP) officially launched in 2019. Since then, the team has been in the field conducting inspections and working with rental property owners and property managers to resolve code violations that are negatively impacting the quality of the city's housing stock.</p> <p>Even with complications created by the COVID pandemic, through the end of February 2021, the RHIP team has identified 3,621 individual housing units with violations and has identified a total of 5,829 total violations. In most cases, each one of these violations has the potential to cause a hazard that could result in great bodily harm or death. These impressive results highlight and underscore the need and importance of having a program dedicated to improving the city's rental housing.</p>

<b>Goal 28: Ensure housing opportunities for all segments of the community</b>		
<b>Goal/Action #</b>	<b>Policy/Action</b>	<b>Status/Implementation</b>
28.3	<i>Support and cooperate with regional and community-based organizations in the delivery of special needs housing resources.</i>	
28.3.A	Support SHRA efforts to provide housing assistance within the community.	The city continues to fund programs and services assisting homeless individuals or those at risk of

		<p>homelessness, seniors, domestic violence victims, and youth living in Citrus Heights. This is especially important in 2020 as the COVID-19 pandemic has greatly increased the risk of homelessness for many facing uncertain economic futures.</p> <p>The city also partnered with SHRA to help Sunrise Pointe, a 46-unit deed-restricted affordable housing development, obtain funding.</p> <p>The city also dedicates a quarter of its available human services portion of the CDBG annual entitlement funds towards funding the Homeless Navigator Program.</p>
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Resource Conservation		
Goal 36: Preserve, protect and increase plantings of trees within the City		
Goal/Action #	Policy/Action	Status/Implementation
36.1	<i>Incorporate existing trees into development projects. Avoid adverse effects on health and longevity of native oaks or other significant trees through appropriate design measures and construction practices. When tree preservation is not possible, require appropriate tree replacement.</i>	
36.1.B	Prepare a plan to systematically increase tree canopy in the City.	<p>For the third year in a row, the City of Citrus Heights has been named a Tree City USA by the Arbor Day Foundation, in honor of the City's ongoing commitment to effective urban forest management.</p> <p>Citrus Heights achieved Tree City USA recognition by meeting four requirements set by the Arbor Day Foundation, including having a tree board or department, a tree care ordinance, an annual community forestry budget of at least \$2 per capita, and an Arbor Day observance and proclamation. While public tree planting events were not held in 2020 due to COVID-19, the city has overseen the planting of more than 300 oak trees within our public</p>

		parks through community planting events since 2018.
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Open Space		
Goal 38: Establish a system of creekside trails, passive open space and parks for public use		
Goal/Action #	Policy/Action	Status/Implementation
38.1	<i>Provide for recreational trail rights-of-way along local creek channels through development easements and agreements.</i>	
38.1.A	Pursue development of recreational trails that respect privacy of adjoining properties, safety of users, and maintenance of natural areas.	The City adopted a Mitigated Negative Declaration for the Electric Greenway Project in 2019. Since that time the City has been in the process of preparing the Final Engineering design of the proposed trail. Additionally, the City Council adopted the official trail name of Arcade Cripple Creek Trail.

Transportation and Mobility		
Goal 29: Plan, design, construct, and manage a Complete Streets transportation network that accommodates the needs of all mobility types, users and ability levels		
Goal/Action #	Policy/Action	Status/Implementation
29.1	<i>When constructing or modifying transportation facilities, strive to provide for the movement of vehicles, commercial trucks, alternative and low energy vehicles, transit, bicyclists and pedestrians appropriate for the road classification and adjacent land use.</i>	
29.1.A	Update the Capital Improvement Program annually to incorporate necessary circulation system improvements.	The Old Auburn Road Complete Streets Plan addresses challenging transportation conditions including excessive speeds, skewed intersections, inadequate bicycle, pedestrian and transit infrastructure, and a history of collisions along nearly 2-miles of Old Auburn Road. City Council adopted the Complete Streets Plan, including a preferred concept, on March 26, 2020.  The Multi Modal Transportation Safety Program (MMTSP) will update and improve the way the City evaluates and prioritizes neighborhood traffic safety concerns raised by residents. The MMTSP will update the City's 2001 Neighborhood Traffic Management
29.1.B	Evaluate projects to ensure that the safety, comfort, and convenience of pedestrians and bicyclists are given equal level of consideration to drivers.	
29.1.C	Consider ways to increase and improve travel choices when reviewing development or transportation infrastructure projects.	
29.1.D	Require sidewalks on all arterial and collector streets. Where feasible, separate sidewalks from streets on arterials and collectors with landscaping including a tree canopy to create shade.	
29.1.E	Improve the existing street network to minimize travel times and improve mobility for transit, bicycle, and walking trips between new projects and surrounding land uses to reduce vehicle trips.	

		Program to current industry standards identified new traffic safety countermeasures and develop a transparent methodology to prioritize requests. City Council approved the MMTSP on December 10, 2020. Implementation is anticipated to occur in Spring 2021.
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<b>Goal 29: Plan, design, construct, and manage a Complete Streets transportation network that accommodates the needs of all mobility types, users and ability levels</b>		
<b>Goal/Action #</b>	<b>Policy/Action</b>	<b>Status/Implementation</b>
29.4	<i>Support safe, complete and well-connected neighborhood street, bicycle, and pedestrian access and connections that balance circulation needs with the neighborhood context.</i>	
29.4.G	Develop and implement a Safe Routes to School Plan. This effort should complement the ADA Transition Plan, the PMP, and the BMP.	The focus of the Carriage Drive & Lauppe Lane Safe Schools Corridor Plan (CLSSCP) is to evaluate safety concerns for all users (pedestrians, bicyclists and drivers) along this one-mile-long school/residential corridor connecting Antelope Road and Auburn Boulevard. Also included in the plan is the segment of Auburn Boulevard adjacent to Sylvan Middle School. The ultimate goal of the CLSSCP, a joint effort between the City and the San Juan Unified School District (SJUSD), is to develop a community supported comprehensive plan to improve this heavily traveled corridor providing access to three schools: Carriage Drive Elementary, Mesa Verde High, and Sylvan Middle. The preferred concept for the corridor was developed and City Council adopted the Safe Schools Corridor Plan on December 10, 2020.

## **Housing Element Annual Progress Report**

### **Overview**

Preserving and enhancing the range and affordability of housing is an important goal of the General Plan. A goal of the Plan is to continue to address the housing needs for all, including move-up homeowners, low-income renters, seniors, disabled persons, and other with special needs. The Plan includes a variety of goals, policies and actions primarily directed toward the following objective:

- Increase the level of home ownership in the community
- Preserve the existing housing supply and assure its continuing quality.

This annual report includes a review of the Plan's goals as they relate to housing. Table D, included within this report, provides the status/progress of the programs within the housing element section of the General Plan.

### **Regional Housing Needs Plan**

In an effort to address statewide housing needs, the state of California requires regions to address housing issues and needs based on future growth projections for the area. Housing and Community Development (HCD) allocates regional housing needs to councils of government throughout the state. The Regional Housing Needs Plan (RHNP) then allocates to each city and unincorporated county their "fair share" of the region's projected housing needs by household income level. This distribution is commonly referred to as the Regional Housing Needs Allocation (RHNA).

The intent of the RHNP is to ensure that local jurisdictions address not only the needs of their immediate areas but also fill the housing needs for the entire region. Additionally, a major goal of the RHNP is to ensure that every community provides an opportunity for a mix of affordable housing to all economic segments of its population.

For the city, the RHNP is developed by the Sacramento Area Council of Governments (SACOG). State law requires the city to identify its progress in meeting its share of the RHNA as well as local efforts to remove governmental constraints to housing. The city's General Plan Housing Element includes programs and actions to be taken to meet these objectives, and reflects the RHNP and RHNA for the Sacramento region.

SACOG, along with the city and the other jurisdictions in the region, prepared the Regional Housing Needs Plan (RHNP) and the Regional Housing Needs Assessment (RHNA) for the 2013–2021 planning period. The RHNP identified a total of 696 dwelling units as the city's fair share of the regional needs total. Table 2 identifies the breakdown of this number for each of the income categories covered by the RHNP for the city.

**Table 2**  
**Regional Housing Needs Allocation**

Income Category	RHNA	Total Units to Date of Current Planning Period*	Total Remaining RHNA by Income Level
Extremely Low Income/Very Low	146	119	27
Low Income	102	5	97
Moderate Income	130	27	103
Above Moderate	318	115	203
<b>Total</b>	<b>696</b>	<b>266</b>	<b>430</b>

*\*Numbers from Table B of the Annual Housing Element Report*

### Summary of Units

The information below is a summary of housing unit activity of the City of Citrus Heights during 2020. This information is a summary of Tables A through F submitted to the State of California's Housing and Community Development Department.

### Housing Element Program Implementation

The city adopted its 2013–2021 Housing Element on April 25, 2013. It was subsequently certified by HCD.

<b>Jurisdiction</b> Citrus Heights		
<b>Reporting Year</b> 2020 (Jan. 1 - Dec. 31)		
<b>Building Permits Issued by Affordability Summary</b>		
<b>Income Level</b>		<b>Current Year</b>
Very Low	Deed Restricted	108
	Non-Deed Restricted	2
Low	Deed Restricted	0
	Non-Deed Restricted	1
Moderate	Deed Restricted	0
	Non-Deed Restricted	2
Above Moderate		26
<b>Total Units</b>		<b>139</b>

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Housing Applications Summary			
Total Housing Applications Submitted:			0
Number of Proposed Units in All Applications Received:			0
Total Housing Units Approved:			0
Total Housing Units Disapproved:			0
Use of SB 35 Streamlining Provisions			
Number of Applications for Streamlining			0
Number of Streamlining Applications Approved			0
Total Developments Approved with Streamlining			0
Total Units Constructed with Streamlining			0
Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

State law requires the city to complete a specific review of the implementation of the programs in the Housing Element. Table D lists each of the programs in the Housing Element and indicates the timeframe to complete the program and the city's efforts to date. As the table shows, the city is on track with implementation of its Housing Element.

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# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction		Citrus Heights	
Reporting Year		2020	
(Jan. 1 - Dec. 31)			
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
24.1A	Use City Housing funds to leverage private funds to create home ownership opportunities	Ongoing	Ongoing
24.1B	Continue to participate in programs that encourage people to own homes close to their workplaces	Ongoing	The City has continued to promote a variety of housing types in the community in in-fill locations. Due to the built out nature, most of these in-fill locations are located in or adjacent to existing commercially zoned land. This type of development enables residents to live near where they work.  For example, in 2020 the city began preparing a Specific Plan for the existing Sunrise Mall property. This project, known as Sunrise Tomorrow, will introduce over 1,200 housing units on the 100-acre site, located in the heart of the city's commercial and business core known as the Sunrise MarketPlace.  In addition, in 2020 the city began issuing building permits for 260 new small lot single family homes on the site of a former golf course. This project is located adjacent to the Sunrise MarketPlace is in close proximity to hundreds of jobs and businesses.
24.1C	Develop and distribute the housing resource materials to potential homebuyers	Ongoing	The City has developed a Home-ownership Resource Guide as well as Housing resource materials, available on the City's website and at various City functions, or at City Hall. The City also partners with NeighborWorks, a non-profit group that offers homeownership classes and additional resources for prospective home buyers.
24.1D	Use available state and federal funds for the city-wide first time home buyer assistance program	Ongoing	Ongoing
24.1E	Create and participate in partnerships that encourage home ownership	Ongoing	The City has forged partnerships with several housing agencies including Habitat for Humanity, Mercy Housing, Sacramento Valley Apartment Association, the Sacramento Housing Alliance, Neighbor-Works, and the Sacramento Home Loan Counseling Center. The City also participates in education for first-time homebuyers on issues facing new homeowners.

24.1F	Explore and pursue innovative ways of creating opportunities for increased home ownership	Ongoing	Ongoing
24.1G	Assist homeowners facing possible foreclosure with technical assistance and support to prevent foreclosure	Ongoing	The City has provided funding to assist homeowners with foreclosure prevention assistance. The City has assisted numerous owners during the peak of the foreclosure crisis and continues to provide assistance as necessary. The subsidence of the foreclosure crisis has reduced the amount of assistance required almost entirely.
24.2A	Develop a program to allow and encourage conversion of small rental properties to owner occupancy	Ongoing	The City has purchased and demolished several dilapidated rental units on Sayonara and developed a Sayonara Replacement Housing Plan. This plan will allow for replacement with a variety of housing typologies, and is envisioned to be ownership housing.
24.2B	Investigate ways to provide ownership of mobile home parks by their residents	Ongoing	The City Created a Mobile Home Task Force to investigate methods. The City adopted a Mobile Home Conversion Ordinance to protect mobile home owners. The City will continue to monitor future opportunities for Mobile Home Conversion to ownership.
25.1A	Support development of secondary dwelling units, cluster housing, work/live units, co-op housing, and other innovative housing types as allowed by the Zoning Code	Ongoing	<p>The City has adopted a zoning code that removes the constraints to development of innovative housing types.</p> <p>The City saw its highest number of ADUs permitted (8) in 2020. In addition, the city has applied for LEAP funding to create pre-approved plans for ADUs and educational events to encourage ADUs.</p> <p>In 2020, the city also issued building permits for Mitchell Farms, a 260 unit single family development project on a former golf courses.</p> <p>Finally, the city approved its first Small Lot Housing subdivision in 2020, creating 8 new single family duplex units on a previously vacant parcel. This allows for the construction and sale of these small owner-occupied units in multi-family zones.</p>
25.2A	Develop an inventory of land suitable within the City for the development of housing for all segments of the community	Ongoing	<p>In January 2020, the Citrus Heights City Council approved a purchase and sale agreement to sell the City-owned 11.34-acre property near Sylvan Corners to Woodside Homes, one of the largest homebuilders in the Western U.S. The vote to approve the agreement came after a staff presentation on the New Sylvan project, including the Offering Memorandum outreach and response, a fiscal and benefit analysis, and an introduction to the Woodside Homes developer.</p> <p>Woodside Homes' potential plan for the site includes 93 single-family, detached for-sale homes, including bungalow and cottage lots. The development concept will provide walkability to nearby retail and schools, and attract new families to the established corridor. Attracting new families will help support the existing commercial nodes in the area and provide an economic impact and ensure neighborhood vitality.</p> <p>The project is required to go through the City's normal development review process, including public hearings at the Planning Commission and City Council. Woodside Homes will work with the City on project review and approval, including obtaining all necessary entitlements and ongoing communication with the community.</p>

25.2B	Prepare an Annual General Plan Progress Report to analyze the City's progress to meet the fair share allocation based on the RHNP.	Ongoing	Ongoing
25.2C	Establish a housing monitoring program that includes annual review of the following: <ul style="list-style-type: none"> <li>• Inventory of land suitable within the City for the development of housing for all segments of the community</li> <li>• Proposed and approved residential projects and building permits issued</li> <li>• Home and apartment vacancies</li> <li>• Rental and home sales survey and Multiple Listing Service summary</li> <li>• Infrastructure and public services capacity.</li> </ul>	Ongoing	Ongoing
25.3A	Implement mixed-use development along the City's major corridors	Ongoing	The Auburn Boulevard Specific Plan, the revised Zoning Code, and the Sunrise Mall Specific Plan (in development) encourage this type of development.
26.1A	Promote the use of administrative remedies to remediate substandard rental units	Ongoing	<p>The city's Rental Housing Inspection Program officially launched in 2019. Since then, the team has been in the field conducting inspections and working with rental property owners and property managers to resolve code violations that are negatively impacting the quality of the city's housing stock.</p> <p>Even with complications created by the COVID pandemic, through the end of February 2021, the RHIP team has identified 3,621 individual housing units with violations and has identified a total of 5,829 total violations. In most cases, each one of these violations has the potential to cause a hazard that could result in great bodily harm or death. These impressive results highlight and underscore the need and importance of having a program dedicated to improving the city's rental housing.</p> <p>The Rental Housing Inspection Program will assist in improving dilapidated housing.</p>
26.1B	Remove unsafe or dilapidated housing through the Neighborhood Enhancement Program, secure vacant nuisance residential structures and require resolution through the Neighborhood Enhancement Program	Ongoing	
26.1C	Offer incentives and financing assistance for affordable housing and housing rehabilitation	Ongoing	<p>The city offers affordable housing assistance through its First-Time Homebuyer Program and Housing Repair Program.</p> <p>The City has also implemented Zoning Code modifications to incentivize construction of ADUs throughout the City. The City has applied for LEAP funding to help create pre-approved ADU plans and offer other educational opportunities related to ADUs.</p>

26.1D	Work with financial institutions, nonprofit organizations and government agencies to promote housing rehabilitation	Ongoing	The City has teamed with NeighborWorks and other local organizations to provide housing repair assistance, access improvements, and maintenance to several homeowners. The City has allocated CDBG funding to expand the program.
26.1E	Support the efforts of all local service organizations and, schools, and other community groups to provide housing repair assistance, including the Rebuilding Together Program	Ongoing	<p>The City has teamed with Rebuilding Together, NeighborWorks and other local organizations to provide housing repair assistance, access improvements, and maintenance to several homeowners.</p> <p>The City has lead efforts for housing rehabilitation of residential projects and cleanup annually through the Sacramento Valley Association of Building Officials.</p> <p>The City continues to search for opportunities to partner with non-profits, local partners, and community groups to assist with housing repair efforts.</p>
26.1F	Continue and expand the City's Owner Occupied Rehabilitation Program where feasible	Ongoing	The City has teamed with NeighborWorks and other local organizations to provide housing repair assistance, access improvements, and maintenance to several homeowners. The City has allocated CDBG funding to expand the program.
26.1G	Examine the feasibility of creating a Resale Inspection Program	N/A	<p>The City has evaluated the feasibility of a Resale Inspection Program and determined a program of this nature is not feasible. Instead, in 2019, the City created the Rental Housing Inspection Program (RHIP). The RHIP requires regular inspections of the rental housing stock. This program funds several code enforcement officers to ensure rental housing stock is properly maintained.</p> <p>Since a majority of code enforcement complaints are affiliated with rental housing, this has enabled the City's regular code enforcement team to more proactively respond to ownership housing as well.</p>
26.1H	Continue to provide interest free housing repair loans to senior residents through the City's Owner-Occupied Rehabilitation Program.	Ongoing	Ongoing
26.1I	Use available housing funds to assist in rehabilitating housing.	Ongoing	Ongoing

26.1J	Pursue a variety of funding sources such as the Housing Stock Fee and the Abandoned Vehicle Abatement Program to fund and strengthen the code enforcement activities.	Ongoing	Ongoing	Ongoing
26.1K	Use a system of cumulative and substantial fines to gain compliance from the owners of nuisance properties	Ongoing	Ongoing	The Zoning Ordinance provides for a system of cumulative and substantial fines to gain compliance from nuisance property owners. The Code Enforcement Division has successfully implemented the system and over \$25,000 in fines on average are issued annually.
26.1L	Work with community based organizations to create self-help housing in the City	Ongoing	Ongoing	The City has attempted to create partnerships to create self-help housing, however, no projects have come to fruition.
26.1M	Seek new ownership opportunities to redevelop existing problematic housing developments	Ongoing	Ongoing	The City has invested over \$6.2 million to revitalize the Sayonara Neighborhood. The City leveraged the Community Reinvestment Act and other resources to acquire and demolish 15 substandard multi-family structures on Sayonara Drive. The City's replacement housing plan calls for the future construction of a variety of housing. The City's Permanent Local Housing Application includes funding to begin the pre-development work on this important project.
26.1N	Encourage the use of Green Building practices for the revitalization or redevelopment of the existing housing stock	Ongoing	Ongoing	The City has utilized receivership options in cases with problematic properties as well. This has worked well recently and the City plans on using this resource again with problem properties.
26.1O	Seek grants and other funding mechanisms to assist in redevelopment of existing housing stock	Ongoing	Ongoing	Ongoing
26.2A	Promote the development of mixed-use housing including clustered, live-work and above-retail uses in appropriate zones	Ongoing	Ongoing	The Auburn Boulevard Specific Plan, the revised Zoning Code, and the Sunrise Mall Specific Plan (in development) encourage this type of development.
26.2B	Continue streamlining the review process to minimize any constraints on or disincentives to housing development	Ongoing	Ongoing	Ongoing
26.2C	Promote quality design by offering flexible housing development standards	Ongoing	Ongoing	Ongoing
26.2D	Use available funding to assist in developing a variety of housing types.	Ongoing	Ongoing	Ongoing
26.2E	Encourage and offer incentives to developments that include Green practices including LEED Certification and/or Photovoltaic Systems	Ongoing	Ongoing	Ongoing

26.2F	Encourage and offer incentives to developments that promote Universal Housing	Ongoing	Ongoing
26.3A	The City will investigate the feasibility of establishing a rental inspection program. The City will consider incorporating the concept of a resale inspection program as a priority as a part of the Climate Action plan, addressing energy efficiency into older homes. Investigate the feasibility of establishing a rental inspection program	Ongoing	In 2019, the City approved the Rental Housing Inspection Program (RHIP) to require regular inspections of the rental housing stock. This program funds several code enforcement officers to ensure rental housing stock is properly maintained. Since a majority of code enforcement complaints are affiliated with rental housing, this has enabled the City's regular code enforcement team to more proactively respond to ownership housing as well.
26.3B	Work with the local housing authority (Sacramento) to enhance the quality and appearance of public housing in the City	Ongoing	City staff has met with the local housing authority (Sacramento), toured local public housing, and discussed ways the City can help enhance the quality and appearance of public housing in the City. Since that time, all SHRA owned housing in Citrus Heights has been upgraded and improved. The City will continue to look for funding opportunities to partner with SHRA.
26.4A	Implement the Design Guidelines within the Zoning Code	Ongoing	Ongoing
26.5A	Continue to pursue the use of local, state, and federal funds to make physical improvements to existing mobile home parks	Annually	The City has been unsuccessful in obtaining funds for this purpose. The City will conduct annual assessment with Mobile Home Park owners and residents to evaluate the potential for partnerships to achieve this task.
26.5B	Continue to offer Community Development Block Grant (CDBG) funds to rehabilitate mobile and manufactured homes	Ongoing	CDBG funds allow for individual grants of \$10-20k for mobile home repairs. The City will continue to look into ongoing funding opportunities for these programs.
26.5C	Continue to fund the emergency repair program for lower income owners of mobile and manufactured homes	Ongoing	CDBG funds allow for individual grants of \$10-20k for mobile home repairs. The City will continue to look into ongoing funding opportunities for these programs.
26.5D	The City will investigate the feasibility of converting mobile home parks to resident owned or similar ownership. The City will conduct annual assessment with Mobile Home Park owners and residents to evaluate the potential for partnerships to achieve resident ownership in mobilehome parks	Annually	The City will continue to monitor and remain open to working with Mobile Home Park owners and residents to evaluate the potential for partnerships to achieve this task.

26.5E	Redevelop / Rehabilitate existing deteriorated mobile home parks or manufactured homes	Ongoing	CDBG funds allow for individual grants of \$10-20k for mobile home repairs. The City will continue to look into ongoing funding opportunities for these programs.
27.1A	Annually review the status of housing projects whose government restrictions are expiring or near expiration to determine the need for intervention	Ongoing	The City has annually reviewed housing projects to determine the best method to preserve affordable housing.  The City has worked closely with several of the subject property owners to intervene where appropriate.
27.1B	Work with the federal Housing and Urban Development Department (HUD), Sacramento Housing and Redevelopment Agency (SHRA), and other agencies to determine the City's options in preserving at risk units	Ongoing	The City works with available agencies when necessary, however, the need has been limited as the vast majority of at-risk units have been renewed recently, aren't at-risk, or are under stable ownership.
27.1C	Work with nonprofit housing organizations, SHRA, and other agencies to help purchase complexes where the owner wishes to convert to market rate	Ongoing	The City works with available agencies when necessary, however, the need has been limited as the vast majority of at-risk units have been renewed recently, aren't at-risk, or are under stable ownership.
27.1D	If preservation of an "at-risk" development cannot be accomplished, work with the owners to ensure proper federal notification and moving assistance is provided	Ongoing	Ongoing
27.1E	Use CDBG, Redevelopment funds and other available resources to subsidize identified "at-risk" units, rehabilitate substandard units, and/or fund self-help projects, to retain their availability as low-income housing	Ongoing	Ongoing
27.1F	Continue to implement strategies to redevelop Sayonara Drive (Sunrise to Lialana)"	Ongoing	The City has invested over \$6.2 million to revitalize the Sayonara Neighborhood. The City leveraged the Community Reinvestment Act and other resources to acquire and demolish 15 substandard multi-family structures on Sayonara Drive. The City's replacement housing plan calls for the future construction of a variety of housing. The City's Permanent Local Housing Application includes funding to begin the pre-development work on this important project.
28.1A	Enforce Code requirements to ensure that housing is accessible to the disabled	Ongoing	Ongoing
28.1B	The City will consider development of Universal/Adaptable Design Guidelines for disabled and aging populations	Ongoing	The City encourages Universal Design and Adaptable Design during the development review process.

28.2A	Work with other jurisdictions to assess need for transitional housing and develop plans to address this problem.	Ongoing	<p>A City representative currently serves on the advisory board for the regional Continuum of Care, which meets on a monthly basis. The City will continue to explore opportunities to partner on a regional transitional housing plan as they become available.</p> <p>The city has also approved Sunrise Pointe, a 46 unit deed restricted affordable and supportive housing project, which utilized a variety of regional funding sources. Construction is slated for 2021/2022.</p>
28.2B	Continue to work with the Sacramento County Department of Housing Assistance to provide emergency shelters and other support services	Ongoing	<p>A City representative currently serves on the advisory board of the regional Continuum of Care, which meets on a monthly basis. Sacramento Steps Forward has taken on the role of administering Sacramento County's HUD grants and emergency shelter responsibilities, which for the most part have been transferred to the non-profit. The City has locally increased funding to Sacramento Self Help Housing for case management services to the homeless and near homeless.</p>
28.2C	Provide CDBG funds and other resources as available to help finance the City's fair share of homeless services	Ongoing	<p>The City dedicates close to a quarter of the available human services portion of the CDBG annual entitlement funds towards funding the Homeless Navigator Program.</p>
28.3A	Support SHRA efforts to provide housing assistance within the community	Ongoing	<p>The City continues to have a great working relationship with SHRA. The City approved Sunrise Pointe, a 46 unit deed restricted affordable and supportive housing project, which will utilize SHRA funds. Construction is slated for 2021/2022.</p>
28.3B	Enforce Federal and State anti-discrimination laws.	Ongoing	<p>The City currently contracts with Sacramento Self-Help Housing. Their Renter's Help Line serves as a resource for tenants and landlords, and helps mitigate any potential discriminatory housing practices.</p>
28.3C	Continue to educate, and be a conduit of information for residents and landlords regarding the fair housing and landlord-tenant dispute services available to them in the community. Use CDBG and other grants to fund these programs where appropriate.	Ongoing	<p>The City currently contracts with Sacramento Self-Help Housing. Their Renter's Help Line serves as a resource for tenants and landlords, and helps mitigate any potential discriminatory housing practices.</p>
28.4A	Conduct annual review as part of the submittal of the Annual Report to HCD as required by law	Annually	<p>The City continues to report annually to HCD on the effectiveness and appropriateness of housing related goals, policies, and actions.</p>



28.4B	Seek grant funding to implement housing programs.	Annually	The City aggressively monitors the availability of new housing resources and program funds.
28.4C	Ensure existing affordable housing developments are meeting their rent and income restrictions	Annually	The City has an exclusive agreement with SHRA to monitor and ensure that all existing affordable housing developments are meeting their rent and income restrictions.  The City monitors its rehab and first time home buyer loans to verify occupancy and income requirements.
28.4D	Monitor market conditions to determine the effect of density and land costs on development of affordable housing.	Bi-Annually	In 2018, the City commissioned a study by UCLA on the feasibility of increasing affordability in Citrus Heights via increased density, based on current market conditions. The study showed that the market conditions in Citrus Heights do not necessitate an increase in density to provide more affordability. The City will continue to monitor market conditions as they relate to density and affordability.
28.5A	Review the City's available land inventory annually to ensure that sufficient land is designated for an appropriate range of housing types	Annually	In 2012, the City prepared a Vacant, Pending, and Underutilized Land Inventory (VLI). This inventory was subsequently updated in 2020 for the 2021-2029 Housing Element cycle.  The VLI has identified sites that provide the potential for up to 831 housing units. Additionally, the City has identified other sites that may have the potential for housing should one of the other sites not be developed.
28.6A	Continue to educate residents on the fair housing resources available to them in the community, and provide public funding to these organizations where appropriate.	Annually	The City currently contracts with Sacramento Self-Help Housing. Their Renter's Help Line serves as a resource for tenants and landlords, and helps mitigate any potential discriminatory housing practices.
28.7A	Continue to staff the Interdepartmental Development Review Committee to ensure timely processing of development applications	Ongoing	The City Interdepartmental Development Review Committee (IDRC) continues to meet twice a month to ensure projects are reviewed accurately and in a timely manner.
28.7B	Continue to make development decisions at the lowest level possible (e.g. staff approvals) in order to expedite development decision making.	Ongoing	The Zoning Ordinance, as amended in 2006 allows staff level approvals for Minor Use Permits, Minor Variances, Zoning Clearances, Multi-family units (less than 10), and other minor applications.
28.7C	Continue to use density bonuses, federal funds and other available resources to promote housing opportunities, especially for low-income persons and those with special needs, including developmental disabilities.	Ongoing	The Zoning Ordinance allows density bonuses for a variety of project types including targeting low-income and senior populations.  The City provides material to distribute to non-profits and developers informing them about the opportunities the City has available on its website.  Two projects, Sunrise Senior Apartments and Sunrise Pointe, both utilized the density bonus to provide additional housing in their respective developments.

28.7D	Examine all City development fees to ensure they are fair, necessary and not an undue impediment to housing production. Consult with outside agencies such as the Human Rights and Fair Housing Agency, housing advocates, building trade organizations, Chamber of Commerce, and other private interests in making this assessment.	Ongoing	The city went through a comprehensive fee update in 2019 that took effect January 1, 2020. Development and impact fees will be updated in the future.
28.7E	Establish Council policy on fee waivers and deferrals for future development.	Jul-09	The Council currently grants fee waivers and deferrals on a case-by-case basis. Such requests have been considered and granted.
28.7F	Partner with outside agencies including the Sacramento Metropolitan Fire District, San Juan Unified School District, Sunrise Recreation and Park District, and Sacramento Regional Sanitation District to provide input in evaluating how these agencies' fees impact housing production.	Ongoing	<p>The City continually monitors total fee packages in comparison to other jurisdictions to determine impacts to development of housing.</p> <p>The City closely reviews fee increases by other agencies that impact the cost of developing housing in Citrus Heights and provides feedback where appropriate.</p>
28.7G	Research the access to services, facilities, and transportation for special needs populations, including the adequacy of major streets and sidewalks.	Ongoing	The City continually evaluates the service capacity of services, facilities, and transportation needs for special populations. The City continually makes improvements to major streets, rehabilitates sidewalks to meet ADA standards and has installed new sidewalk to ensure adequate pedestrian access throughout the City.
28.8A	Leverage available funding to obtain Federal, State, or other funds for low and moderate housing projects.	Ongoing	<p>The City participates in the Sacramento County Continuum of Care, making an annual contribution of its CDBG funds to the Continuum.</p> <p>The city has also approved Sunrise Pointe, a 46 unit deed restricted affordable and supportive housing project. Construction is slated for 2021/2022.</p> <p>The City will continue to leverage all available funding sources for low and moderate income housing projects.</p>
General Comments:			

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