APRIL 8, 2021 AGENDA
CITY OF CITRUS HEIGHTS CITY COUNCIL
5:00 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

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 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.

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SPECIAL MEETING ZOOM: https://us02web.zoom.us/j/86758315873

REGULAR MEETING ZOOM: https://us02web.zoom.us/j/82999030517

April 8, 2021 Special/Regular City Council Meeting Agenda Packet

Documents:

APRIL 8 2021 AGENDA PACKET.PDF
CALL SPECIAL MEETING TO ORDER
1. Roll Call: Council Members: Bruins, Daniels, Schaefer, Middleton, Miller

PUBLIC COMMENT

STUDY SESSION
2. Review And Discuss Fiscal Year 2021/2022 And 2022/2023 Draft Annual Budget

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. Presentation By Congressman Ami Bera On The American Rescue Plan

5. Presentation By Gary Goodman With The Sacramento – Yolo Mosquito And Vector Control District

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 Special and Regular Meeting of March 25, 2021

7. SUBJECT: Resolution Authorizing Memorandum Of Understanding Between Sunrise Recreation And Park District And City Of Citrus Heights
   STAFF REPORT: C. McDuffee/ C. Kempenaar / L. Blomquist
   RECOMMENDATION: Adopt Resolution No. 2021-___, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to enter into a Memorandum of Understanding with Sunrise Recreation and Park District for the Arcade Cripple Creek Trail in Tempo Park

DEPARTMENT REPORTS

CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS / FUTURE AGENDA ITEMS

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ADJOURNMENT

Documents:
HOW TO PARTICIPATE:

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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/82999030517

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

<table>
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<th>ONLINE</th>
<th>ON TELEVISION</th>
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<td>Watch the livestream and replay past meetings on the City website. <a href="http://www.citrusheights.net">www.citrusheights.net</a></td>
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April 2, 2021

Amy Van, City Clerk
CALL SPECIAL MEETING TO ORDER

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

PUBLIC COMMENT

STUDY SESSION

2. Review and Discuss Fiscal Year 2021/2022 and 2022/2023 Draft Annual Budget

ADJOURNMENT

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COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

PUBLIC COMMENT

CONSENT CALENDAR
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**STAFF REPORT:** C. McDuffee / C. Kempenaar / L. Blomquist

**RECOMMENDATION:** Adopt Resolution No. 2021-___, a Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to enter into a Memorandum of Understanding with Sunrise Recreation and Park District for the Arcade Cripple Creek Trail in Tempo Park

**DEPARTMENT REPORTS**

**CITY MANAGER ITEMS**

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

**ADJOURNMENT**
CALL SPECIAL MEETING TO ORDER

The special council meeting was called to order at 6:00 p.m. by Mayor Miller.

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

PUBLIC COMMENT

None

CLOSED SESSION

2. THREAT TO PUBLIC SERVICES OR FACILITIES  
Pursuant to Government Code Section 54957:  
Consultation with Citrus Heights Police Department  
There was no reportable action from closed session.

ADJOURNMENT

Mayor Miller adjourned the special meeting at 6:30 p.m.

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: Bermudez, Boyd, Cimino, Cotter, Huber, Jones, Kempenaar, Reid, Singer, Van, and department directors.

3. The video statement was read by City Clerk Van.

APPROVAL OF AGENDA

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

AYES: Bruins, Daniels, Schaefer, Middleton, Miller
PRESENTATION

4. Sunrise MarketPlace Annual Report

Kathlynn Carpenter with the Sunrise MarketPlace provided City Council with an annual update on 2020 projects. The Sunrise MarketPlace spent a majority of 2020 providing COVID-19 relief for businesses within the district. Sunrise MarketPlace has also began the process or renewing the Property Based Improvement District (PBID).

5. Single Mom Strong Program Update

Tara Taylor with Single Mom Strong provided City Council with an overview of the program and services provided by the non-profit. The non-profit is located in Citrus Heights and provides a variety of resources for children and single parents.

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

Council Member Bruins provided an update from the Sacramento Regional County Sanitation District Board meeting. Council Member Bruins also provided an update from the CHASE neighborhood 7, 8 and 9 meeting.

Council Member Daniels provided an update from the Sacramento Metropolitan Air Quality Board meeting. Council Member Daniels also addressed Citrus Heights moving into the red tier in the COVID-19 re-opening plan, which allows children to return to schools part-time.

Council Member Schaefer received his orientation with Sacramento Regional Transit, where he serves as an alternate on the board. Council Member Schaefer also provided an update from the Sacramento Public Library board.

Vice Mayor Middleton provided certificates for 14 haircuts to Single Mom Strong and donated to the Underground Clothing Store at Sunrise Mall for youth.

Mayor Miller provided an update on the March 16 Strategic Planning workshop. Mayor Miller also provided an update from the Finance Committee meeting.

PUBLIC COMMENT

Arthur Ketterling addressed the Council regarding mail delivery times and costs.

CONSENT CALENDAR

6. **SUBJECT:** Approval of Minutes  
   **RECOMMENDATION:** Approve the Minutes of the Regular Meeting of March 11, 2021 and the Special Meeting 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. 2021-015, 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

ACTION: On a motion by Council Member Schaefer, seconded by Council Member Daniels, the City Council adopted Consent Calendar Items 6 and 7.

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

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. 2021-016 a Resolution of the City Council of the City of Citrus Heights, California, Approving the Consolidated Annual Performance Evaluation Report for Program Year 2020

Housing & Human Services Coordinator Cotter presented a report outlining the 2020 Community Development Block Grant (CDBG) Fund expenditures. The Consolidated Annual Performance and Evaluation Report (CAPER) provided a review of the City’s CDBG-funded projects and activities for the 2020 program year, which includes January 1, 2020 - December 31, 2020. During this program year, the City received approximately $639,115. In addition to this funding, the City also received a one-time allocation of $376,028 in COVID-19 funding. The largest CDBG expenditure was the Accessibility and Drainage Improvement Project.

Sergeant Cimino provided an update on the 2020 Navigator Program, which received funding from the CDBG program.

Mayor Miller opened the public hearing at 8:02, hearing no speakers, he closed the public hearing.

ACTION: On a motion by Council Member Bruins, seconded by Vice Mayor Middleton, the City Council, Adopted Resolution No. 2021-016 a Resolution of the City Council of the City of Citrus Heights, California, Approving the Consolidated Annual Performance Evaluation Report for Program Year 2020.

AYES: Bruins, Daniels, Schaefer, Middleton, Miller
NOES: None
ABSENT: None
9. **SUBJECT:** General Plan Annual Progress Report  
**STAFF REPORT:** C. McDuffee / C. Kempenaar / E. Singer  
**RECOMMENDATION:** Adopt Resolution No. 2021-017 Accepting the 2020 General Plan Annual Progress Report

Assistant Planner Singer presented the General Plan Annual Progress Report to Council. The Plan outlines comprehensive long-term goals for the City. The Annual Progress Report highlights significant progress made by the City regarding the housing development and building permit goals.

**ACTION:** On a motion by Council Member Bruins, seconded by Council Member Schaefer, the City Council adopted Resolution No. 2021-017 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.

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

**DEPARTMENT REPORTS**

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

Associate Planner Bermudez provided a presentation to Council on the upcoming Permit Ready Accessory Dwelling Unit (PRADU) Program. The PRADU provides Citrus Heights property owners access to pre-approved ADU plans at no cost. This program has been fully funded utilizing the City’s LEAP Grant Award.

**CITY MANAGER ITEMS**

None

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

None

**ADJOURNMENT**

Mayor Miller adjourned the regular meeting at 8:20 p.m.

Respectfully submitted,

______________________________
Amy Van, City Clerk
DATE: April 8, 2021

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

FROM: Colleen McDuffee, Community Development Director
Casey Kempenaar, Planning Manager
Leslie Blomquist, City Engineer

SUBJECT: Resolution Authorizing Memorandum of Understanding between
Sunrise Recreation and Park District and City of Citrus Heights

Summary and Recommendation

The Parks and Water Bond Act of 2018 (Proposition 68) made over $10 million available to cities and local districts with populations less than 200,000 in counties with populations greater than 500,000. The City of Citrus Heights is eligible to receive these funds, which are allocated on a per person (population) basis.

In September 2020, the City Council adopted a resolution authorizing submittal of an application for the Per Capita Park Program grant. The intent is to utilize the funding to support the development of the Arcade Cripple Creek Trail Project (formerly known as the Electric Greenway).

The project is a partnership between the city and numerous agencies, including Sunrise Recreation and Park District (SRPD). The Per Capita funding will be utilized within Tempo Park, which is owned and operated by SRPD. As a condition of the Per Capita Grant, the city is obligated to ensure the infrastructure installed by the grant is maintained for a minimum of 30 years. The attached Memorandum of Understanding (MOU) will serve as the agreement consistent with the state requirements.

Staff recommends City Council adopt Resolution No. 2021-___ a resolution authorizing the City Manager to enter into a MOU with Sunrise Recreation and Park District for the Arcade Cripple Creek Trail in Tempo Park.
**Fiscal Impact**

The city applied for and was awarded $230,891 from the California State Parks to fund improvements related to parks and park facilities, which will construct a portion of the Arcade Cripple Creek Trail (the Project).

The Project will serve a Severely Disadvantaged Community as defined by State Parks and, therefore, no local match is required. The MOU serves as a mechanism to ensure long-term maintenance of the trail as required by the California State Parks. Once construction of the trail is complete, the trail will be turned over to SRPD who will conduct any necessary trail maintenance for the term associated with the MOU. There is no cost to execute the MOU. As a result, there is no fiscal impact for accepting this funding.

**Background and Analysis**

The Parks and Water Bond Act of 2018 (Proposition 68) made over $10 million available to cities and local districts with populations less than 200,000 in counties with populations greater than 500,000. The City of Citrus Heights is eligible to receive these funds in an amount of $230,891, which are allocated on a per person (population) basis. The Per Capita grant provides funding for park related improvements within the city. The non-competitive grant funds must be expended by December 2023.

The Per Capita funding will construct a portion of the trail work within Tempo Park, which is owned and operated by SRPD. In order to comply with the land tenure requirements of the grant, the city must have an agreement in place with SRPD consistent with the grant requirements.

Staff recommends the City Council adopt the attached resolution authorizing the City Manager to execute the MOU pursuant to the requirements of the grant. The additional funding will support the completion of the Project, which is necessitated, in part, due to escalating construction costs.

**Attachments**

1. Resolution No. 2021-____ A resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to enter into a Memorandum of Understanding with Sunrise Recreation and Park District for the Arcade Cripple Creek Trail in Tempo Park
   
   A. Draft Memorandum of Understanding
RESOLUTION NO. 2021 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH SUNRISE RECREATION AND PARK DISTRICT FOR THE ARCADE CRIPPLE CREEK TRAIL IN TEMPO PARK

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s);

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee’s Governing Body to comply with land tenure requirements for the Per Capita Grant Program;

WHEREAS, Sunrise Recreation and Park District (SRPD) is a partner agency on the Arcade Cripple Creek Trail Project;

WHEREAS, the Per Capita Grant Program funding will be used to construct the Arcade Cripple Creek Trail Project within Tempo Park which is owned and operated by the SRPD; and

WHEREAS, the attached Memorandum of Understanding (MOU), Attachment A, will provide the city and SRPD the requisite land tenure for purposes of the Per Capita Grant Program.

NOW, THEREFORE, the Citrus Heights City Council hereby:

1. Authorizes the City Manager, or designee to sign the attached Memorandum of Understanding including any minor amendments necessary to comply with grant requirements.

APPROVED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 8th day of April 2021, by the following roll call vote:

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

_____________________________
Steve Miller, Mayor
ATTEST:

_________________________________
Amy Van, City Clerk
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Memorandum”) dated as of the ____ day of March, 2021 is between the City of Citrus Heights, a municipal corporation (“City”) and the Sunrise Recreation and Park District, a park district existing under the authority of Public Resources Code Section 5780 et seq., (“SRPD”). The City and SRPD are referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

A. As a part of the City project known as the Arcade Cripple Creek Trail, City desires to construct a portion of the trail on property owned by SRPD, commonly known as Tempo Park, consisting generally of approximately 1,900 Linear Feet of multi-use trail ranging in width between 12 and 14 feet, including 10’ asphalt and 4’ of decomposed granite shoulders.

B. As one source of funds for the Arcade Cripple Creek Trail, the City will use their allocation of grant funds from the California Per Capita Grant Program.

C. The purpose of this Memorandum is to provide the basic understanding between the Parties with respect to the construction of a pedestrian and bicycle trail by the City through the Tempo Park property owned by SRPD and the granting of land tenure to the City for a period of not less than 30 years.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties hereto agree as follows:

I. Term; Termination:

A. Term: This Memorandum shall be effective as of the date the last of the Parties has executed the same. (“Effective Date”). This Memorandum shall remain in full force and effect for 30 years subsequent to the Effective Date, at which point City shall have the option to renew this Memorandum for an additional ten (10) year term, which shall expire on the date that is forty (40) years from the Effective Date. The option to extend the Term will be effective upon notice from the City to SRPD no later than 180 days prior to the expiration of the Term and with the written consent of SRPD.

B. Termination: In addition to any other remedies or rights it may have by law, the Parties have the right to immediately terminate this Memorandum without penalty for cause unless otherwise specified. Cause shall be defined as any material breach of any provision of this Memorandum by either Party, or any misrepresentation or fraud on the part of either Party.

II. PROPERTY RIGHTS GRANTED TO CITY
During the term of this Memorandum SRPD grants to City permission to enter the park and construct a trail, and to the Public for trail access and use upon completion of the trail improvements, through that certain SRPD owned real property in the City of Citrus Heights, County of Sacramento, State of California, as more particularly described and depicted in Exhibit “A”, comprised of Sheets L5, L6 and L7, attached hereto and incorporated herein by this reference (the "Trail Area")

III. CITY’S RESPONSIBILITIES:

A. The City will construct the trail project in the Trail Area as shown in the approved project plans at no cost to SRPD.

B. City will coordinate with SRPD to ensure minimum disruption to the park and any scheduled park activities.

IV. SRPD’S RESPONSIBILITIES:

A. SRPD will coordinate with City to ensure the City construction of the trail project is accomplished in an efficient and safe manner.

B. After construction of the trail project, SRPD will take responsibility for maintenance of the Trail Area through SRPD property for the Term of this Memorandum, which responsibilities will be more specifically set forth in a Maintenance Agreement between City and SRPD.

V. DISPUTES, DEFAULTS, AND REMEDIES

A. General Disputes. Should the Parties be unable to reach a mutual agreement as to any matter necessary to effectively administer and operate the subject matter of this Memorandum, as an alternative to terminating this Memorandum or pursuing an alternative remedy, the Parties may mutually agree to refer the dispute to a neutral arbitrator for resolution, in which case the arbitrator’s determination shall be binding unless and until this Memorandum is otherwise amended by the Parties.

B. Defaults.

1. Notice and Time to Cure. The failure by any Party to perform any of its obligations set forth in this Memorandum shall constitute a default. Except as required to protect against further damages, the non-defaulting Parties may not institute legal proceedings against the Party in default until the non-defaulting Parties have provided the defaulting Party notice of the default and the cure period has expired: The cure period for any
default shall be thirty (30) days after the defaulting Party’s receipt of written notice from the non-defaulting Parties that such obligation was not performed. In the case of a default which cannot be cured within the cure periods set forth in this section, the defaulting Party shall commence efforts to cure within such time periods, and shall diligently thereafter pursue to cure the default to completion within a reasonable period of time.

2. Cooperative Resolution. During the cure period set forth in paragraph 1, and prior to pursing any remedies described in this Section, the Parties will attempt, in good faith, to find a mutually agreeable resolution through communicating with each other and attempting to resolve any substantive problems arising under this Memorandum, including challenges arising from funding difficulties, and/or any difficulty with effectively implementing the responsibilities detailed in this Memorandum. Communication and attempts to resolve such problems and difficulties prior to pursuing remedies under this Memorandum include, but are not limited to, meeting together, amending this Memorandum, and/or seeking the assistance of a jointly agreed upon mediator.

3. Remedies. Upon the occurrence of any default, and following written notice and expiration of the time to cure, the non-defaulting Parties may, at their option: declare this Memorandum null and void with respect to the defaulting Party, in which case the defaulting party shall not be entitled to the benefits and privileges of this Memorandum; or pursue damages or specific performance or other legal and equitable remedies the injured Party may have against the non-defaulting Party in accordance with applicable law. Nothing herein shall be construed as the non-defaulting Party’s exclusive remedy for the remediation of default by a Party, and the non-defaulting Party reserves the right to pursue any and all available rights and remedies at law or in equity.

VI. MISCELLANEOUS

A. SRPD shall have no right to assign this Memorandum without the express written approval of the City. This Memorandum shall be binding upon and inure to the benefit of the Parties and their permitted successors, assigns and legal representatives.

B. This Memorandum (including for the purpose of clarity, the recitals, to this Memorandum) contain the entire agreement between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein.

C. No alteration or variation of the terms of this Memorandum shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on any of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on City unless authorized by City in writing.

D. Notices or other communications, which may be required or provided under the terms of this Memorandum, shall be given as follows:
City of Citrus Heights  
Attention: City Manager  
6360 Fountain Square Drive  
Citrus Heights, CA 95621  
Fax: (916) 725-5779  
Phone: (916) 725-2448  
Email: cboyd@citrusheights.net

Sunrise Recreation and Park District  
7801 Auburn Blvd.  
Citrus Heights, CA 95610  
Attention: District Administrator  
Telephone: (916) 725-1585

All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class, postage prepaid and addressed as above. Notwithstanding the above, the Parties may also provide notices by facsimile or electronic transmittal, and any such notice so given shall be deemed to have been given upon receipt during normal business hours or, in the event of receipt after business, on the following business day.

E. In any action or proceeding to enforce or interpret any provision of this Memorandum, or where any provision hereof is validly asserted as a defense, the Parties shall bear their own attorney’s fees, costs and expenses.

F. Parties as Independent Contractors. Each Party is, and at all times shall be deemed to be, an independent contractor of the other Parties. Nothing herein is intended or shall be construed as creating the relationship of employer and employee, or principal and agent, between any Party, or any Party’s agents or employees. Each Party shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of the Program pursuant to this Memorandum. Each Party, and its agents and employees, shall not be considered to be employees of any other Party.

G. Each Party warrants, represents, and covenants that the execution, delivery and performance of this Memorandum have been duly authorized by all necessary action of such Party’s governing board, and the person executing this Memorandum on behalf of such Party has been duly authorized and empowered to do so on behalf of such Party.

H. The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Memorandum.

I. Any Party shall be excused from performing its obligations under this Memorandum during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to any incidence of fire or flood; acts of God; pandemic; commandeering of material, products, plants or facilities by the
J. Each Party agrees that the insurance held by the other, whether commercial or self-insurance, is sufficient for the purpose of this Memorandum. The Cities acknowledge and agree that in its performance under this Memorandum, and construction of the trail project, it shall require all of its contractors and subcontractors to carry adequate insurance as specified in any and all applicable local, state and federal laws, and regulations depending the source of the Funds.

K. Interpretation. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that it has not been influenced to any extent whatsoever in executing this Agreement by the other Parties, or by any person representing the other Parties, or both. Accordingly, any rule or law (including Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Agreement.

L. Severability. If any section, subsection, paragraph, term, or provision of this Memorandum, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, such section, subsection, paragraph, term, or provision, to the extent the same is valid and enforceable, and all other remaining provisions hereof, shall remain in full force and effect, to the fullest extent possible, and shall in no way be affected, impaired or invalidated thereby to the extent such are not rendered impractical to perform taking into consideration the purposes of this Memorandum.

M. This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement.

N. Authority and Signatures: The individuals signing this Memorandum, and its exhibits, which are incorporated herein by reference, have the authority to commit the Party they represent to the terms of this Memorandum, and do so commit by signing.

CITY OF CITRUS HEIGHTS, CALIFORNIA

By: ______________________________
    Christopher W. Boyd, City Manager
Approved as to Form:

By: ____________________________
    Ryan R. Jones, City Attorney

Sunrise Recreation and Park District

By: ____________________________
    David Mitchell, District Administrator
EXHIBIT A TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CITRUS HEIGHTS AND
THE SUNRISE RECREATION AND PARK DISTRICT

DESCRIPTION AND DEPICTION OF TRAIL AREA