



November 14, 2019

AGENDA

CITY OF CITRUS HEIGHTS CITY COUNCIL

**** AMENDED SPECIAL MEETING ** 5:45 PM SPECIAL MEETING**

7:00 PM REGULAR MEETING

City Hall Council Chambers

6360 Fountain Square Drive, Citrus Heights, CA

11-14-19 **Amended Agenda Packet**

Documents:

[11-14-19 AMENDED AGENDA PACKET.PDF](#)

Amended Special Meeting Agenda

CALL SPECIAL MEETING TO ORDER

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

PUBLIC COMMENT

Under Government Code Section 54954.3, members of the audience may address the Council on any item of interest to the public and within the Council's purview, or on any Agenda Item before or during the Council's consideration of the Item. If you wish to address the Council during the meeting, please fill out a Speaker Identification Sheet and give it to the City Clerk. When you are called upon to speak, step forward to the podium and state your name for the record. Normally, speakers are limited to five minutes each with 30 minutes being allowed for all comments. Any public comments beyond the initial 30 minutes may be heard at the conclusion of the agenda. The Mayor has the discretion to lengthen or shorten the allotted times.

CLOSED SESSION

2. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency Designated Representative: Christopher W. Boyd, City Manager

Employee Organizations: Citrus Heights Police Officers Association; Citrus Heights Police Employees Association; and Unrepresented Employees (All)

STUDY SESSION (6:00 P.m.)

3. Update To User Fee Study

ADJOURNMENT

CALL REGULAR MEETING TO ORDER

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

APPROVAL OF AGENDA

PRESENTATIONS

4. Recognition Of The Citrus Heights Women's Club For Contributing Toward The Citrus Heights Police Employee Wellness Training

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

PUBLIC COMMENT

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CONSENT CALENDAR

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

5. SUBJECT: Approval Of Minutes
RECOMMENDATION: Approve the Minutes of Special Meeting of Tuesday, October 22, 2019 Strategic Planning Retreat and the Regular Meeting of October 24, 2019
6. SUBJECT: Quarterly Treasurer's Report
STAFF REPORT: R. Rivera / T. Nossardi
RECOMMENDATION: Staff Recommends that the City Council Receive and File the Quarterly Treasurer's Report for the Quarter Ending September 30, 2019
7. SUBJECT: Adopting A Budget Policy, General Fund Reserve Policy And Debt Management Policy
STAFF REPORT: R. Rivera
RECOMMENDATION: Adopt Resolution No. 2019-____; A Resolution of the City Council of the City of Citrus Heights, California, Adopting a Budget Policy, General Fund Reserve Policy and Debt Management Policy
8. SUBJECT: Update Of Authorized Officers For The Local Agency Investment Fund
RECOMMENDATION: Adopt Resolution No. 2019-____; A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the Investment of Monies in the Local Agency Investment Fund

PUBLIC HEARINGS

9. SUBJECT: Annexation Of The Wyatt Ranch Subdivision Into Landscaping And Lighting Maintenance Assessment District 98-02, Zone 4
STAFF REPORT: S. Hodgkins / A. Flores
RECOMMENDATION: Adopt Resolution No. 2019-____; A Resolution of the City Council of the City of Citrus Heights, California, Annexing Wyatt Ranch Subdivision into Landscaping & Lighting Maintenance Assessment District 98-02, Zone 4
10. SUBJECT: 6400 Sunrise Boulevard – Pizza Hut Request For Letter Of Public Convenience And Necessity (PCN19-03)
STAFF REPORT: C. McDuffee / C. Kempenaar / A. Bermudez
RECOMMENDATION: Staff Recommend the City Council Move to Approve the Letter of Public Convenience and Necessity to Allow the Issuance of a Type 20 Alcohol License to Pizza Hut Located at 6400 Sunrise Boulevard, Suite B.

REGULAR CALENDAR

11. SUBJECT: Approval Of The Final Subdivision Map And Subdivision Improvement Agreement For Wyatt Ranch Subdivision
STAFF REPORT: S. Hodgkins / A. Flores
RECOMMENDATION: Adopt Resolution No. 2019-____; A Resolution of the City Council of the City of Citrus Heights, California, Approving the Final Subdivision Map and Subdivision Agreement for Wyatt Ranch Subdivision
12. SUBJECT: Resolution Adopting Amendments To Police Specific Benefits
STAFF REPORT: R. Rivera / M. Alejandrez / S. Neilson
RECOMMENDATION: Adopt Resolution No. 2019- ____; A Resolution of the City Council of the City of Citrus Heights, California, Adopting Amendments to Police Specific Benefits
13. SUBJECT: Recommendation To Amend Workers' Compensation Coverage To Accept Liability For Off-Duty Peace Officers Injured Out-Of-State In Limited Circumstances
STAFF REPORT: R. Rivera / M. Alejandrez / S. Neilson
RECOMMENDATION: Adopt Resolution No. 2019-____; A Resolution of the City Council of the City of Citrus Heights California Amending Workers' Compensation Coverage to Accept Liability for Off-Duty Peace Officers Injured Out-of-State in Limited Circumstances
14. SUBJECT: Resolutions Adopting Amended Salary Table
STAFF REPORT: R. Rivera / M. Alejandrez / S. Neilson
RECOMMENDATION: Staff Recommends the City Council Adopt the Following:
 - a. Adopt Resolution No. 2019-____; A Resolution of the City Council of the City of Citrus Height Adopting the Amended Salary Table, Exhibit A
 - b. Adopt Resolution No. 2019-____; A Resolution of the City Council of the City of Citrus Heights Adopting the Amended Salary Table, Exhibit B
15. SUBJECT: Amending Chapter 38 Of The City Of Citrus Heights Municipal Code Concerning Fire Prevention And Protection
STAFF REPORT: C. McDuffee / G. Anderson
RECOMMENDATION: Introduce for a First Reading, Read by Title Only and Waive the Full Reading of Ordinance No. 2019-____; An Ordinance of the City of Citrus Heights Amending Chapter 38 Article II of the Citrus Heights Municipal Code Relating to Fire Prevention And Protection

DEPARTMENT REPORTS

CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS / FUTURE AGENDA ITEMS

ADJOURNMENT

**CITY OF CITRUS HEIGHTS
CITY COUNCIL
Special/Regular Meeting of Thursday, November 14, 2019
City Hall Council Chambers
6360 Fountain Square Dr., Citrus Heights, CA
**Amended Agenda ** Special Meeting 5:45 p.m.
Regular Meeting 7:00 p.m.**

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

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall located at 6360 Fountain Square Drive, Citrus Heights during normal business hours. Email subscriptions of the agenda are available online by signing up with the City's Notify Me service.


City Council meetings are televised live on Metro Cable 14, the government affairs channel on the Comcast, Consolidated Communications, and AT&T U-Verse cable systems and replayed on the following Monday at 9:00 a.m. Meetings are also webcast live at www.citrusheights.net.

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

1. City of Citrus Heights, 6360 Fountain Square Drive, Citrus Heights, CA
2. Rusch Park Community Center, 7801 Auburn Boulevard, Citrus Heights, CA

If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office 916-725-2448, 6360 Fountain Square Drive at least 48 hours prior to the meeting. TDD: California Relay Service 7-1-1.

November 8, 2019



Amy Van, City Clerk

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

**** AMENDED AGENDA****
SPECIAL MEETING
5:45 PM

CALL SPECIAL MEETING TO ORDER

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

PUBLIC COMMENT

CLOSED SESSION

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ADJOURNMENT

**CITY OF CITRUS HEIGHTS
CITY COUNCIL MINUTES
Special Meeting of Tuesday, October 22, 2019
Citrus Heights Community Center
6360 Fountain Square Drive, Citrus Heights, CA
MINUTES**

SPECIAL CITY COUNCIL MEETING CALLED TO ORDER

- The special City Council meeting was called to order at 8:30 a.m.
- Roll Call: Council Members present: Daniels, Middleton, Miller, Slowey
Council Members absent: Bruins
- Staff Present: City Manager Boyd and department directors.

PUBLIC COMMENT

None

Mayor Bruins arrived at 8:50 a.m.

STRATEGIC PLANNING AND TEAM BUILDING RETREAT

The City Council held a Strategic Planning Retreat. 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 12:55 p.m.

Respectfully submitted,

Amy Van, City Clerk

**CITY OF CITRUS HEIGHTS
STRATEGIC PLANNING RETREAT
October 22, 2019 * Citrus Heights City Hall**

Marilyn Snider, Facilitator – Snider and Associates (510) 531-2904
Michelle Snider Luna, Recorder – Snider Education & Communication (510) 610-8242

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

2017-2020 * not in priority order

Maintain fiscal stability

Improve streets and infrastructure

Diversify for a changing economy

Enhance and expand public safety

Improve community vibrancy and engagement

S.W.O.T. ANALYSIS

Strengths – Weaknesses - Opportunities - Threats

WHAT ARE THE STRENGTHS AND ACCOMPLISHMENTS OF THE CITY OF CITRUS HEIGHTS SINCE THE APRIL 2019 STRATEGIC PLANNING RETREAT?

Brainstormed List of Perceptions

- Made a change in the City Attorney's Office and brought in Ryan Jones
- Police Department Traffic Team was recognized by the Office of Traffic Safety for best practices in traffic safety
- Created a Communications Officer position
- Passed a Two-Year Budget
- We had internal promotions
- Launched a Rental Housing Inspection Unit
- Awarded a \$2 million State of Good Repair SACOG grant for San Juan
- Amended our General Plan for Sunrise Mall and created a Specific Plan for the mall
- Mitchell Farms began construction
- Adopted a new building code
- Completed planning and implementation of the Old Auburn Road Diet Demonstration
- Selected new auditors
- Held a successful Community Volunteer Day at the Police Department parking lot with approximately 150 participants
- Completed comprehensive update of the City's records retention schedules
- Selected a new electronic document management system
- Working on a comprehensive fee study and have a draft report
- Awarded a contract for citywide landscape maintenance and replacement services
- Received a GOFA award for our comprehensive financial statement
- Processed over 450 applications for employment
- Implemented several disaster recovery updates in our IT Department
- Created a Shopping Cart Retrieval Team using volunteers to reduce blight
- Completed Highlands Avenue drainage and street improvements
- Implemented District voting, effective in the 2020 election
- Get up Sunrise Boulevard Palm Tree Lighting Project for execution
- Completed two business retention visits with the Mayor and City Leadership
- Adopted governance principles to maintain good governance after districting
- Partnering with regional transit to provide free fares for all students in our city
- Conducted four DUI checkpoints and over 45 DUI saturation operations
- Held two coordinated meetings to reduce homelessness and have reduced homelessness by 76% in the last two years
- Kicked off the Multi Modal Transportation Safety Program and neighborhood champion engagement
- Kicked off Carriage Drive/Loupe Lane Safe Routes to School civic engagement process
- Grand opening of the Medical Office Building
- Police response to SB 1421 (relative to Police Department documents) was excellent
- Purchased Silvan property
- Successful Community Safety Fair for Old Auburn Road
- Hired a firm and kicked off the Sunrise Mall Specific Plan process
- Reduced homeless from 8% to 1%

- Electric Greenway Project is moving forward
- Began hosting monthly Facebook Live sessions to interact with the community
- Implemented two new internal employee newsletters
- Approved mass grading permit for the Mitchell Farms subdivision
- Completed our Consolidated Plan for the next five years
- Completed successful Strengths Finder training for all staff
- Graduated eight students from our Public Safety Pathways Intern Program
- Housed 135 homeless people year-to-date
- Expanded the Police Explorer Program to over 30 students
- Awarded two design grants to businesses for the Activate Auburn Grant Program
- Increased number of ADU units
- Held Sunday Fun Day
- Completed the 4th Annual Homeless Survey
- Updated the City's purchasing policy
- Received a \$50,000 household hazardous waste grant
- Nine students participated in the Public Safety Pathways Program
- Completed an initial outreach process to gauge community priorities for maintaining central services and fiscal stability
- Police Department successfully reached out to the public on NextDoor regarding arrests for theft of bait items
- Awarded a contract for our pavement management system update
- Approved the environmental document for the Electric Greenway Project
- Issued a RFP for final design services for Auburn Boulevard Complete Streets Revitalization Project, Phase 2

WHAT ARE THE CITY'S CURRENT INTERNAL WEAKNESSES/CHALLENGES?

Brainstormed List of Perceptions

- Limited funding for aging infrastructure
- Failure to maintain pavement striping
- Lack of revenue to meet essential services' demands
- Insufficient replacement funding
- Public Works Director vacancy
- Weak public information outreach
- Loss of knowledge due to retirements
- High employee injury rate
- Limited funding to keep up with changes in technology
- Challenges of addressing homelessness issues
- Expenses outpacing revenue
- Inadequate job highlighting new businesses
- Lack of ability to engage the community fully
- We do not use technology to the fullest extent
- No signature recurring event
- Lean staffing levels

WHAT ARE THE EXTERNAL FACTORS/TRENDS THAT WILL/MIGHT HAVE A POSITIVE IMPACT ON THE CITY IN THE COMING YEAR?

Brainstormed List of Perceptions

- Lower interest rate environment
- Low unemployment
- Strong national economy
- Technology allows us to engage residents
- Additional State funding for housing
- Upcoming elections
- New businesses coming to Citrus Heights
- Improving technology automated vehicles
- A more conservative federal judiciary
- SB 2 (planning grant)
- Additional grant opportunities from SB 1
- Gas prices up for increased sales tax revenue
- Sacramento was awarded a soccer franchise
- Potential split-role property tax initiative
- Potential for new statewide Economic Development Program
- Longer life span leading to more volunteerism
- Studio Movie Grill opening spurring redevelopment on Auburn Blvd in a distressed commercial setting
- New infill housing
- Opening of Medical Office Building with 227 hired

WHAT ARE THE EXTERNAL FACTORS/TRENDS THAT WILL/MIGHT HAVE A NEGATIVE IMPACT ON THE CITY IN THE COMING YEAR?

Brainstormed List of Perceptions

- Potential split-roll property tax
- Anti-sales tax legislation
- Tariffs
- Legislation limiting police force abilities (e.g., use of face recognition)
- Lack of mental health services
- High construction costs impacting development
- Online shopping
- Lack of diversified commercial real estate
- Upcoming elections
- Increased utility rates
- PG&E cutting off electricity
- Unstable public utilities
- Gas tax being held at the State level
- High fuel and transportation costs
- One party politics in California
- Lack of drug addiction intervention laws
- Drugs
- Legislation impeding local ability to deal with homelessness
- Social media
- State legislation that limits local control
- Natural disasters
- Ongoing international conflicts
- Affordable housing requirements

NEXT STEPS/FOLLOW-UP PROCESS

WHEN	WHO	WHAT
October 22, 2019	Katherine	Distribute the strategic plan to invitees.
By October 24, 2019	All recipients	Read the strategic planning retreat record.
At the October 24, 2019 City Council meeting	Mayor	Present the updated Strategic Plan to the public.
October 25, 2019	City Clerk	Place the “Strengths” on the city’s website.
October 31, 2019	City Manager & Management Team	Review the “Weaknesses” list for possible action items.
By November 15, 2019	City Manager & Department Heads	Present the updated Strategic Plan to staff.
Monthly	City Council & Executive Team	Monitor progress on the Strategic Plan and revise Objectives (add, amend and/or delete), as needed.
Monthly	Katherine	Distribute the written, updated Objectives Monitoring Matrix to the City Council and Department Heads for sharing with staff.
At the January 23, 2020 City Council meeting	City Manager	Provide to the City Council an update on the status of the Sayonara Replacement Housing Obligation.
March 31, 2020 8:00/8:30 am to 1:00 pm	City Council City Manager Executive Team	Strategic Planning Retreat to: <ul style="list-style-type: none"> - assess progress on the Strategic Plan Goals and Objectives - identify new Three-Year Goals - develop new Six-Month Strategic Objectives for each Goal.

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

CITY OF CITRUS HEIGHTS ⚙ STRATEGIC OBJECTIVES

October 22, 2019 – March 15, 2020

THREE-YEAR GOAL: <i>MAINTAIN FISCAL STABILITY</i>						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the November 14, 2019 City Council meeting	City Manager	Present to the City Council for action updated fiscal policies.				
2. At the November 14, 2019 City Council meeting	City Manager and Assistant City Manager	Present to the City Council for review and direction the results of the City's Comprehensive Fee Study.				
3. By February 1, 2020	City Manager and Assistant City Manager	Present to the City Council audited FY 2018-2019 Financial Statements.				
4. At the February 27, 2020	City Manager and Assistant City Manager	Present to the City Council a mid-year FY 2019-2020 Budget Status Report.				
5. At the February 27, 2020 City Council meeting	City Manager and Assistant City Manager	Present to the City Council for review an updated 10-Year Budget Model.				

THREE-YEAR GOAL: ***IMPROVE STREETS AND INFRASTRUCTURE***

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the February 13, 2020 City Council meeting	City Engineer	Recommend to the City Council for action the award of a contract for final design services for Auburn Blvd Complete Streets Project, Phase II.				
2. At the February 27, 2020 City Council Study Session	City Engineer and General Services Operations Manager	Present to the City Council the findings of the Complete Pavement Management System update.				
3. At the March 12, 2020 City Council Study Session	City Engineer and Principal Engineer	Complete public outreach and engineering for the Old Auburn Road Complete Streets Plan and present the Plan to the City Council for direction.				
4. By March 15, 2020	City Engineer	Complete plans, specifications and estimates for the Bonita Way drainage improvements and advertise for construction bids.				
5. By March 15, 2020	City Engineer and Principal Engineer	Complete right-of-way acquisition and plans, specifications and estimates for the Mariposa Avenue Safe Routes to School Phase 4.				

THREE-YEAR GOAL: ***DIVERSIFY FOR A CHANGING ECONOMY***

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the February 13, 2020 City Council meeting	Community Development Director	Present the results of the Sylvan Property Market Feasibility Study and recommend to the City Council for consideration the planning principles for the property.				
2. At the February 27, 2020 City Council meeting	Community Development Director	Report to the City Council the Sunrise Mall Market Analysis.				
3. By March 15, 2020	Community Development Director	Conduct the first Sunrise Mall Community Workshop.				
4. By March 15, 2020	Economic Development and Communication Manager	Plan and host an Appreciation Event for each of our three business districts (i.e., Sunrise Marketplace, Auburn Boulevard Business Association and Antelope Crossing).				
5. By March 15, 2020	Economic Development and Communication Manager (lead), Mayor, City Manager and Police Chief	Visit at least two businesses as part of the Business Visitation Program.				

THREE-YEAR GOAL: ***ENHANCE AND EXPAND PUBLIC SAFETY***

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By November 1, 2019 and weekly thereafter	Police Chief	Ensure deployment of Small Unmanned Aircraft Systems (SUAS) to improve community safety.				
2. At the January 9, 2020 City Council meeting	Police Chief	Present an intake and exit process of the "Winter Sanctuary" to prevent potential safety and blight impacts to neighborhoods.				
3. At the March 12, 2020 City Council meeting	Police Chief, working with the City Attorney and General Services Operations Manager	Present to the City Council for consideration a City ordinance to strengthen enforcements of shopping carts and private business responsibilities on cart retrieval.				
4. By March 15, 2020	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 March 15, 2020	Police Chief, working with the San Juan Unified School District	Ensure Crime Prevention Through Environmental Design Evaluations are conducted on middle and high school campuses to proactively address potential school site security threats.				

THREE-YEAR GOAL: ***IMPROVE COMMUNITY VIBRANCY AND ENGAGEMENT***

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By November 1, 2019	General Services Operations Manager	Hold the first citywide community meeting to obtain feedback for the Multi Modal Transportation Safety Program.				
2. By March 15, 2020	Economic Development and Communications Manager	Create and begin implementation of a Communications Workplan.				
3. By March 15, 2020	City Manager	Expand and further localize a community outreach process to continue gauging community priorities and gathering community feedback for maintaining essential services, local control and fiscal stability, and present the results to the City Council.				
4. By March 15, 2020	City Manager	Develop a plan to educate residents on the new District Election Process.				

**CITY OF CITRUS HEIGHTS
CITY COUNCIL
MINUTES
Regular Meeting of Thursday, October 24, 2019
City Hall Council Chambers
6360 Fountain Square Dr., Citrus Heights, CA**

CALL REGULAR MEETING TO ORDER

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

1. The Flag Salute was led by Mayor Bruins.

Mayor Bruins announced that she will close the meeting in honor of El Dorado County Sheriff Brian Ishmael. She also took a moment to remember those who lost their lives at the Tree of Life synagogue in Pittsburgh.

2. Roll Call: Council Members present: Daniels, Middleton, Miller, Slowey, Bruins
Council Members absent: None
Staff present: Cotter, Jones, Rivera, Turcotte, Van, and department directors.

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

APPROVAL OF AGENDA

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

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

PRESENTATIONS

4. Proclamation of the City of Citrus Heights Recognizing Dominic Papa for Receiving the National Disability Employment Awareness Month Award

Mayor Bruins read and presented a proclamation recognizing Citrus Heights Police Department volunteer Dominic Papa for receiving the 2019 National Disability Employment Awareness Month Award. The award celebrates and recognizes the accomplishments in the workplace of men and women with disabilities and reaffirms the commitment to ensuring equal employment opportunities to all citizens.

5. Proclamation of the City of Citrus Heights Proclaiming October 20 – 26, 2019 as National Friends of the Library Week

Vice Mayor Slowey read and presented a proclamation to the friends of the Sylvan Oaks Library.

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

Council Member Middleton attended the Howl 'O' Ween Parade, the Sunrise MarketPlace Safety Fair and the League of California Cities Annual Conference & Expo.

Council Member Daniels attended the Sacramento Metropolitan Air Quality Management District Board meeting and provided an update from the League of California Cities Annual Conference & Expo.

Council Member Miller attended Spooktacular and the Pet Owners Organization of Citrus Heights fundraiser event.

Vice Mayor Slowey attended the Finance Committee meeting. He thanked the volunteers who participated in the Community Clean-Up Day at the Citrus Heights Police Department.

Mayor Bruins and City Council attended the city's Strategic Planning Retreat. She provided a summary of the city's three-year goals, which include; maintain fiscal stability, improve streets and infrastructure, diversify for a changing economy, enhance and expand public safety and improve community vibrancy and engagement. She also thanked the city's General Services Department for their efforts in helping set up the Community Clean-Up Day

PUBLIC COMMENT

David Warren announced the National Prescription Drug Take Back Day to be held on October 26 at the Citrus Heights Police Department.

CONSENT CALENDAR

6. **SUBJECT:** Approval of Minutes
RECOMMENDATION: Approve the Minutes of the Regular Meeting of Thursday, October 10, 2019
7. **SUBJECT:** Acceptance for Mariposa Creek Subdivision Public Improvements
STAFF REPORT: S. Hodgkins / A. Flores
RECOMMENDATION: Adopt Resolution No. 2019-088; A Resolution of the City Council of the City of Citrus Heights, California, Accepting the Public Improvements as Complete for the Mariposa Creek Subdivision
8. **SUBJECT:** Approval of Modifications to Statewide Community Infrastructure Program (SCIP) Acquisition Agreement
STAFF REPORT: C. McDuffee / S. Hodgkins
RECOMMENDATION: Adopt Resolution No. 2019- 089; A Resolution of the City Council of the City of Citrus Heights, California, Approving the Form of Acquisition for Use with the Mitchell Farms Subdivision when Applicable; and Authorizing Related Actions
9. **SUBJECT:** Mariposa Safe Routes to School, Phase 3 PN 20-14-003

Approval of Amendment No. 1 to Construction Management & Inspection Services Agreement

STAFF REPORT: S. Hodgkins

RECOMMENDATION: Adopt Resolution No. 2019-090; A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute Amendment No. 1 to the Agreement for Professional Services with Ghirardelli Associates for the Mariposa Avenue Safe Routes to School, Phase 3 Project

10. **SUBJECT:** Authorization to Accept Grant Funds from the Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP) Grant

STAFF REPORT: R. Lawrence / A. Turcotte / C. Frey

RECOMMENDATION: Adopt Resolution No. 2019 -091; A Resolution of the City Council of the City of Citrus Heights, California, Approving an Agreement, and Accepting Project Funding for Grant PT20026 – with the California Office of Traffic Safety (OTS) and Authorizing the Chief of Police to Execute the Agreement

11. **SUBJECT:** On Call Tree Maintenance and Removal Services – Approval of Contract Extension

STAFF REPORT: R. Cave / A. Velasquez

RECOMMENDATION: Adopt Resolution No. 2019-092; A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager or his Designee to Execute Contract Amendment No. 1 with West Coast Arborists, Inc. for On Call Tree Maintenance and Removal Services for July 1, 2019-June 30, 2020, and Further Authorizing the City Manager or his Designee to Execute a Subsequent Amendment Under this Contract to Extend Services for a Second Term for July 1, 2020-June 30, 2021

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

AYES: Daniels, Middleton, Miller, Slowey, Bruins

NOES: None

ABSENT: None

PUBLIC HEARING

12. **SUBJECT:** Allocation of Federal 2020 Community Development Block Grant (CDBG) Funds and Consideration of the Final 2020 – 2024 Consolidated Plan

STAFF REPORT: C. McDuffee / S. Cotter / N. Piva

RECOMMENDATION: Adopt Resolution No. 2019-093; A Resolution of the City Council of the City of Citrus Heights, California Adopting the 2020 Annual Action Plan and 2020-2024 Consolidated Plan for the Community Development Block Grant Program and Authorizing the City Manager or Designee to Execute Contracts, Correct Errors, and Make Minor Adjustments to Implement the Adopted 2020 Annual Action Plan

Housing and Human Services Program Coordinator Cotter stated that in 2020, the city anticipates receiving approximately \$600,000 in CDBG funds. Based on the estimated 2020 CDBG award, the city will distribute available funding as follows:

Estimated 2020 CDBG Entitlement Award	600,000
Available for public services (15%)	90,000
Available for administration (20%)	120,000
Available for capital/housing activities	390,000

The Quality of Life Committee recommended the following 2020 CDBG allocations for public service applicants:

Organization	Quality of Life Committee Recommended Amount
<i>Public Services</i>	
About Kidz	--
Campus Life Connection	14,430
Crossroads Diversified Services	--
Meals on Wheels	14,000
Sacramento Self-Help Housing Housing Counseling & Navigator	16,000
Sacramento Self-Help Housing Renter's Helpline	21,140
Sunrise Christian Food Ministry	14,430
W.E.A.V.E.	10,000
Total Public Services	\$90,000

The Quality of Life Committee recommended the distribution of the remaining 2020 CDBG funding between Planning/Administration and Capital/Housing activities as follows:

<i>Planning/Administration Activities</i>	
Program administration and planning activities	120,000
<i>Capital/Housing Activities</i>	
Park and Public Facility Improvements	200,000
Housing Preservation Program	190,000

Mayor Bruins opened the public hearing at 7:32 p.m., seeing no speakers, she closed the public hearing.

ACTION: On a motion by Vice Mayor Slowey, seconded by Council Member Daniels, the City Council adopted Resolution No. 2019-093; A Resolution of the City Council of the City of Citrus Heights, California Adopting the 2020 Annual Action Plan and 2020-2024 Consolidated Plan for the Community Development Block Grant Program and Authorizing the

City Manager or Designee to Execute Contracts, Correct Errors, and Make Minor Adjustments to Implement the Adopted 2020 Annual Action Plan.

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

REGULAR CALENDAR

None

DEPARTMENT REPORTS

13. **SUBJECT:** Holiday Referral Program Update
DEPARTMENT: Police Department

Commander Turcotte introduced the 11th Annual Holiday Referral Program. The program helps Citrus Heights families in need during the holidays. Families must be referred into the program by schools, friends, community organizations or neighbors. The Police Department and the Sunrise MarketPlace will be accepting donations for the families to include food, clothes, toys, gift cards, beds, bicycles and monetary donations.

CITY MANAGER ITEMS

None

ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS

Council Member Daniels requested to add the following item to a future agenda for discussion:
1) Explore requirements and feasibility of participating in the kindergarten college program in Citrus Heights.

Council Members Middleton and Miller seconded the request.

Council Member Miller announced that between October 1, 2019 and September 20, 2019, Sacramento Regional Transit District (SacRT) is providing free rides for youth across its service area, which includes Sacramento, Folsom, Citrus Heights, Rancho Cordova, and other parts of Sacramento County. Any student between transitional kindergarten and 12th grade is eligible to participate in the program.

Mayor Bruins requested a moment of silence to honor El Dorado County Sheriff Deputy Brian Ishmael.

ADJOURNMENT

Mayor Bruins adjourned the regular meeting at 7:39 p.m.

Respectfully submitted,

Amy Van, City Clerk



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: November 14, 2019

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

FROM: Ronda Rivera, Assistant City Manager
Tammy Nossardi, Finance Manager

SUBJECT: Quarterly Treasurer's Report

Summary and Recommendation

Staff recommends the City Council receive and file the Quarterly Treasurer's Report for the quarter ending September 30, 2019.

Fiscal Impact

There is no fiscal impact associated with this action.

Background and Analysis

California Government Code Section 53646(b) states the "treasurer or chief fiscal officer may render a quarterly report to the chief executive officer, internal auditor, and the legislative body" within 30 days of the quarter's end.

On September 30, 2019, the market value of the city's cash and investments was \$12,896,392, down from \$17,563,427 at the quarter ended June 30, 2019. This report satisfies California Government Code Section 53646(b).

Attachments

1. Treasurer's Report as of September 30, 2019



RCM Robinson Capital Management LLC

27 Reed Boulevard

Mill Valley, CA 94941

Phone: 415-771-9421

Fax: 415-762-1980

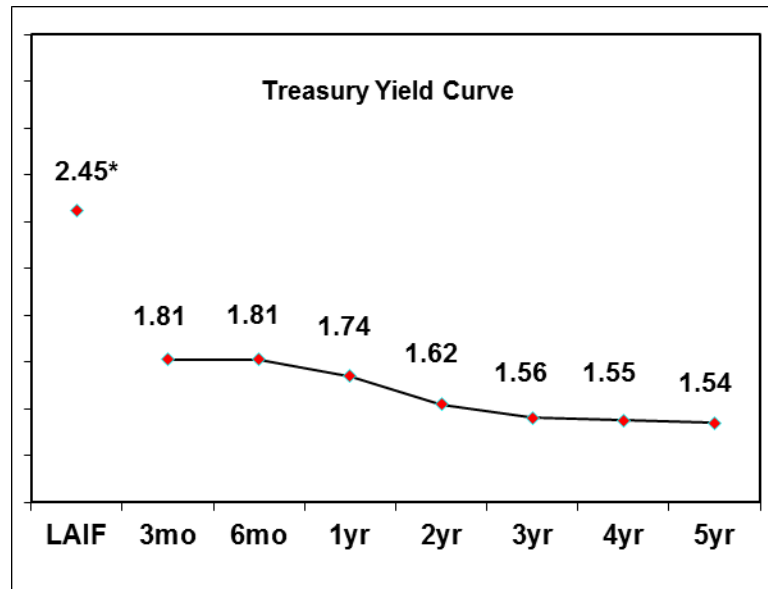
City of Citrus Heights

Report period September 1, 2019 – September 30, 2019

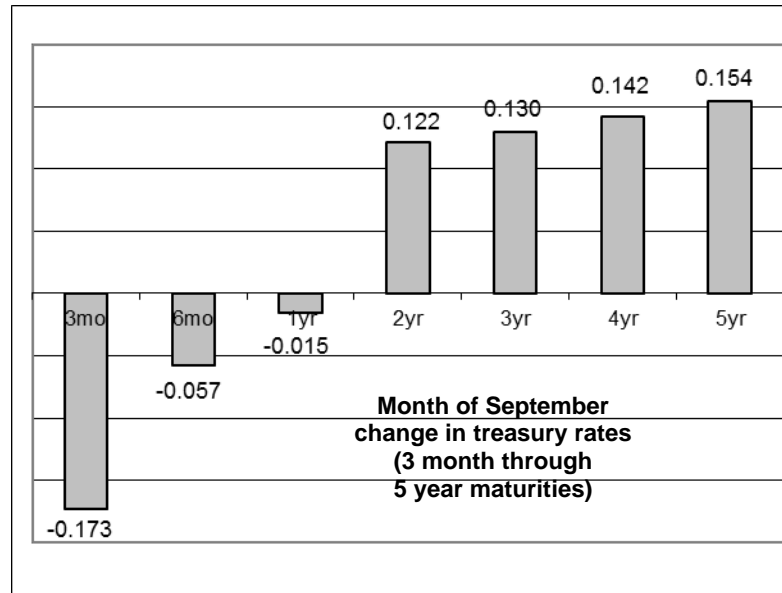
The Treasurer's investment portfolio is in compliance with the California Government Code Section 53601.

Institutional Fixed Income Market Review

September 30, 2019



*LAIF apportionment rate.



Jobs and wages

The U.S. unemployment continued at a 3.7 percent historic rate in August, averaging 170k new jobs this year. In the first week of September, initial jobless claims data showed only 206k individuals filed for unemployment benefits; the third lowest number in 50 years. Wages rose 0.6 percent in August, and 5.34 percent over the year. In addition to asset and interest income, personal income rose 4 percent during the year.

Money supply and inflation

M2 money supply (checking deposits, savings and money market accounts) expanded at a robust 8 percent annual rate the last six-months; a rate of increase that, in the past, preceded a rise in inflation.

Core CPI (less food and energy) rose 0.3 percent in August, and 2.4 percent year over year with the largest component, housing, up 3.4 percent. Medical care costs also expanded up 4.3 percent over the year.

Housing

New homes sales surged in August, up 7.1 percent at a 713k annual pace, a post-recession high. West coast sales were up 16.5 percent. The South rose 24.9 percent; the Northeast fell 5.9 percent for the month.

Fed watch

Federal Reserve members at the September 18th FOMC voted (7-3) to lower Fed Funds 25bps to target 1.75-2.00.

Bloomberg Fed Funds futures implied rates function, there is a 45 percent probability of an additional 25bps cut in the Fed Funds target rate range to 1.50 - 1.75 by the October FOMC meeting and 75 percent probability by the December meeting.

**CITY OF CITRUS HEIGHTS
SUMMARY OF INVESTMENTS
INVESTMENT PORTFOLIO SEPTEMBER 30, 2019**

	<i>COST</i>	<i>FACE</i>	<i>MARKET</i>	<i>PERCENT</i>	<i>DAYS TO MATURITY</i>	<i>YIELD TO MATURITY</i>	<i>WEIGHTED YIELD</i>
STATE-LOCAL AGENCY INVESTMENT FUNDS	9,191,044.53	9,191,044.53	9,191,044.53	71.3%	1	2.450%	1.746%
GENERAL ACCOUNT/US BANK	838,771.28	838,771.28	838,771.28	6.5%	1	0.000%	0.000%
FEDERAL AGENCIES/TREASURIES/CD'S/SCHWAB	2,862,811.90	2,868,504.01	2,866,576.26	22.2%	609	1.908%	0.424%
GRAND TOTAL INVESTMENT PORTFOLIO	12,892,627.71	12,898,319.82	12,896,392.07	100%	145	2.293%	2.170%

LOCAL AGENCY INVESTMENT FUND (LAIF) RATE OF RETURN	2.450%
CITY WEIGHTED AVERAGE RATE OF RETURN (including non-interest bearing checking)	2.170%
CITY EFFECTIVE RATE OF RETURN SEPTEMBER 2019	2.340%
CITY EFFECTIVE RATE OF RETURN FISCAL YEAR TO DATE	2.340%
CITY INTEREST EARNINGS FISCAL YEAR TO DATE	79,874.76

In accordance with California Government Code Section 53646 as amended, the following certification accompanies this report:

The Finance Director of the City of Citrus Heights hereby certifies that sufficient investment liquidity exists and anticipated revenues are available to meet the City's budgeted expenditure requirements for the next six months. In addition, it is hereby certified that investments in the City's portfolio comply with the requirements of the City of Citrus Height's adopted investment policy.

Respectfully submitted,

Ronda Rivera
Finance Director

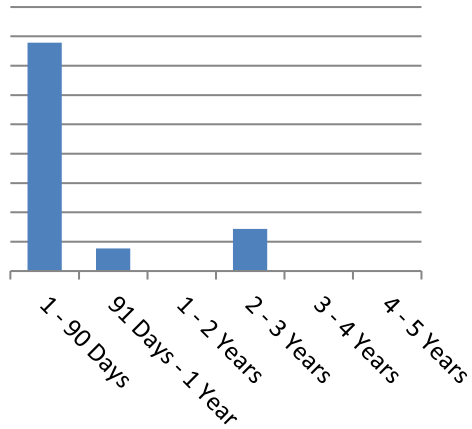
**CITY OF CITRUS HEIGHTS DETAIL OF PORTFOLIO INVESTMENTS
SEPTEMBER 2019**

	<i>SymPro</i>	<i>Cusip</i>	<i>Moody's</i>	<i>S & P</i>	<i>Book Value</i>	<i>Face Value</i>	<i>Market Value</i>	<i>Rate</i>	<i>YTM</i>	<i>Purchase</i>	<i>Maturity</i>	<i>Maturity/Call</i>
		<i>Number</i>	<i>Rating</i>	<i>Rating</i>						<i>Date</i>	<i>Date</i>	<i>Days</i>
LOCAL AGENCY INVESTMENT FUND												
Local Agency Investment Fund					9,191,044.53	9,191,044.53	9,191,044.53	2.450%	2.450%			1
TOTAL					9,191,044.53	9,191,044.53	9,191,044.53					1
GENERAL ACCOUNT/US BANK												
US Bank Corporate Checking					838,771.28	838,771.28	838,771.28	0.000%	0.000%			1
TOTAL					838,771.28	838,771.28	838,771.28					1
CUSTODY ACCOUNT/SCHWAB												
Schwab Bank Sweep (FDIC)					18,504.01	18,504.01	18,504.01	0.150%	0.150%			1
TOTAL					18,504.01	18,504.01	18,504.01					1
MEDIUM TERM NOTES/FEDERAL AGENCY/CERTIFICATES OF DEPOSIT/ TREASURY COUPON SECURITIES												
Fannie Mae (c)	1109	3136G4GU1	Aaa	AA+	999,728.59	1,000,000.00	999,210.00	1.400%	1.585%	03/30/2017	11/25/2019	55
Freddie Mac (c)	1108	3134GBAE2	Aaa	AA+	1,844,579.30	1,850,000.00	1,848,862.25	2.000%	2.124%	03/30/2017	03/29/2022	910
TOTAL					2,844,307.89	2,850,000.00	2,848,072.25					
(c) callable												
TOTAL INVESTMENT PORTFOLIO					12,892,627.71	12,898,319.82	12,896,392.07					

City of Citrus Heights Portfolio Management Portfolio Statistics and Performance September 30, 2019

Portfolio Liquidity

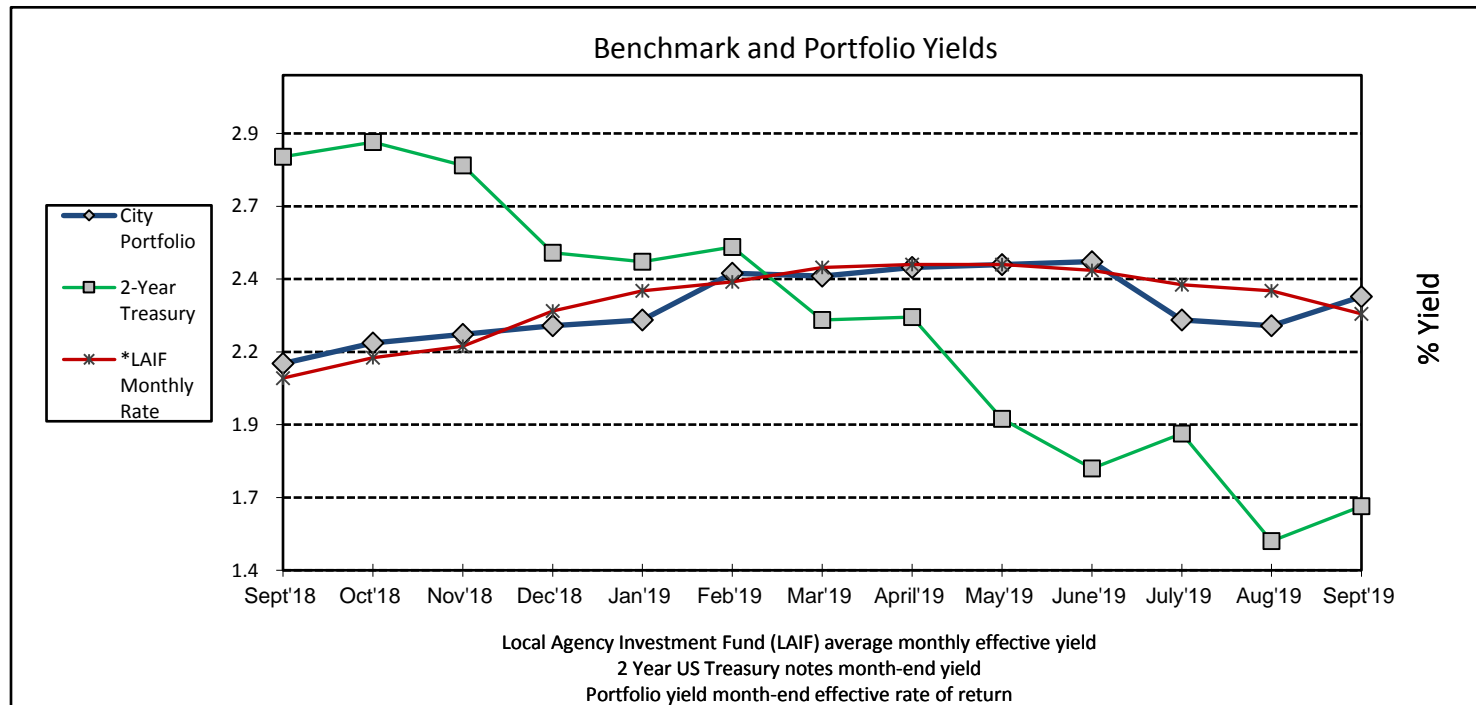
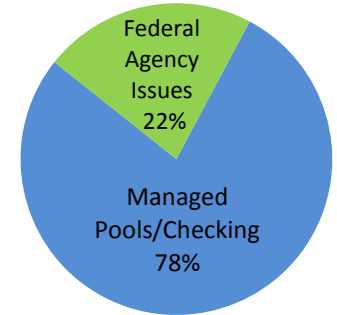
Aging Interval	Par Value
1 - 90 Days	10,048,320
91 Days - 1 Year	1,000,000
1 - 2 Years	0
2 - 3 Years	1,850,000
3 - 4 Years	0
4 - 5 Years	0
TOTAL	12,898,320



*To maturity (does not include call date)

Portfolio Composition

Investment Type	Market Value
Managed Pools/Checking	10,048,320
Federal Agency Issues	2,848,072
U.S. Treasuries	0
Corporate Notes	0
Certificates of Deposit	0



Disclosures:

Advisory services offered through RCM Robinson Capital Management LLC, SEC Registered Investment Advisor. Securities offered through Securities America, Inc., Member FINRA/SIPC. Douglas C. Robinson, Registered Representative. RCM Robinson Capital Management LLC and Securities America, Inc. are separate entities.

Information contained herein is based on sources and data believed to be reliable but is not guaranteed. This is not an offer to buy or sell securities. This data is for informational purposes and is not intended to replace statements, confirms, or 1099 Forms distributed by the custodian(s) of your assets. Past performance does not guarantee future results. This report is a combination of multiple account registrations and/or positions from various product sponsors and entities and may include assets not held by Securities America. Values for “held away assets” have not been verified. These assets may not be covered by SIPC coverage. Securities America’s SIPC coverage extends only to assets held at our firm. For assets held away from Securities America, contact your financial representative at those entities with questions regarding their SIPC membership and coverage, and/or the accuracy of positions, share prices and share amounts.



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: November 14, 2019

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

FROM: Ronda Rivera, Assistant City Manager

SUBJECT: **Adopting a Budget Policy, General Fund Reserve Policy and Debt Management Policy**

Summary and Recommendation

Written fiscal policies provide guidelines for sound financial decision-making and strengthen long-term financial management. Staff has developed the following three fiscal policies for City Council consideration: Budget Policy, General Fund Reserve Policy and Debt Management Policy.

Staff recommends the City Council adopt Resolution No. 2019-___ A Resolution of the City Council of the City of Citrus Heights, California, Adopting a Budget Policy, General Fund Reserve Policy and a Debt Management Policy.

Fiscal Impact

There is no fiscal impact associated with this action.

Background and Analysis

The City's fiscal policies related to budgeting and General Fund reserves were developed in 1999 shortly after the City's incorporation. A policy for issuing and managing debt was adopted more recently in 2017. Based upon best practices and sound fiscal management, staff developed updated policies for budget management, target General Fund reserves and debt management. These draft policies were reviewed with the Finance and Administration Committee at their meeting on October 22, 2019.

Budget Policy

The Budget Policy identifies the process for managing the City's two-year budget cycle. This document provides guidance on authority and procedures for budget amendments (City Council approval is required for all appropriations of reserves, transfers between funds and inter-fund

loans); carryover of unexpended operating and capital funds during the two-year budget cycle; and budget status reporting.

General Fund Reserve Policy

The General Fund Reserve Policy states that the City will strive to maintain an adequate level of reserves to ensure the continued delivery of services and to mitigate future risks from temporary revenue shortfalls, emergencies and unanticipated expenditures and to provide stability during economic cycles. The policy states that the City will maintain a minimum General Fund unrestricted fund balance of two months operating expenditures (17%) with a target unrestricted fund balance of 25% of General Fund operating expenditures. The policy also states that the City Council must authorize the utilization of reserve funds.

Debt Management Policy

The Debt Management Policy states the purposes for which the City may issue short-term and long-term debt, the types of debt which may be considered, the requirement for debt to be related to the approved Capital Improvement Plan and the internal controls which must be in place for any debt issued.

City Council Strategic Goal

The fiscal policies further advances the City's strategic goal of maintaining fiscal stability.

Attachments

1. A Resolution of the City Council of the City of Citrus Heights, California adopting a Budget Policy, General Fund Reserve Policy and a Debt Management Policy.
 - a. Budget Policy
 - b. General Fund Reserve Policy
 - c. Debt Management Policy

RESOLUTION NO. 2019 - ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, ADOPTING A BUDGET POLICY, GENERAL FUND RESERVE
POLICY AND DEBT MANAGEMENT POLICY**

WHEREAS, written fiscal policies provide guidelines for sound financial decision-making and strengthen long-term financial management;

WHEREAS, fiscal policies for budget management, General Fund reserves and debt management have been developed by City staff;

WHEREAS, the proposed fiscal policies were reviewed by the City Council Finance and Administration Committee on October 22, 2019.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City of Citrus Heights does hereby adopts a Budget Policy, a General Fund Reserve Policy and a Debt Management Policy attached hereto and incorporated herein by this reference.

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

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 14th day of November 2019, by the following vote, to wit:

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

Jeannie Bruins, Mayor

ATTEST:

Amy Van, City Clerk

Exhibit A: Budget Policy
Exhibit B: General Fund Reserve Policy
Exhibit C: Debt Management Policy

City of Citrus Heights

Budget Policy

November 2019

Presented to Council on November 14, 2019

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Section 2	Overview of the City’s Budget Process	Page 3
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Section 4	Budget Carryover: Operating Programs	Page 6
Section 5	Budget Carryover: CIP Projects	Page 8
Appendix	Budget Adjustment Request Form	

SECTION 1 – INTRODUCTION

The purpose of this policy is to describe the City’s budget policies and procedures. Areas covered include:

- Overview of the City’s budget process (Section 2)
- Budget amendments/transfer requests (Section 3)
- Budget Carryover: Operating Programs (Section 4)
- Budget Carryover: Capital Improvement Projects (CIP) (Section 5)

SECTION 2 – BUDGET PROCESS OVERVIEW

The Budget includes operating budgets for two years and a capital improvement plan (CIP) covering five years. The fundamental purpose of the City's Budget is to link what the City wants to accomplish for the community with the resources necessary to do so.

While appropriations continue to be made annually under this process, the budget is the foundation for preparing the budget in the second year. Additionally, budgeted operating appropriations from the first year may be carried over for specific purposes into the second year with the approval of the City Manager.

Preparation and Review Process. The City Manager is responsible for preparing the budget and submitting it to the City Council for approval. Although specific steps will vary from year to year, the following is an overview of the general approach used under the City's two-year budgetary process:

First Year. The budget process begins with the operating departments submitting initial budget proposals. The City Manager reviews these proposals with each department. The Administrative Services Department then prepares a detailed budget projection. This projection is presented to the City’s Finance and Administration Committee for its review. The proposed budget is then presented to the City Council for further direction. City staff then incorporates City Council direction into the budget document prior to its presentation to the City Council for final approval and adoption.

Second Year. Before the beginning of the second year of the two-year cycle, the City Council reviews progress during the first year and approves necessary appropriations for the second fiscal year.

Mid-Year Reviews. The City Council formally reviews the City’s financial condition and amends appropriations, if needed, approximately six months after the beginning of each fiscal year.

Interim Financial Information. On-line access to “real time” financial information is provided to staff throughout the organization.

Administration. The City Council may amend or supplement the budget at any time after its adoption

by majority vote of the City Council members. The City Manager has the authority to make administrative adjustments to the budget as long as those changes will not have a significant policy impact or affect budgeted year-end fund balances.

SECTION 3 – BUDGET AMENDMENTS

OVERVIEW

Formal amendments to the budget (including increases or reductions in both revenues and expenditures) may be required for a variety of reasons, including:

- Supplemental appropriations approved by the City Council.
- Changes in Memorandums of Understanding/Agreement.
- Acceptance of grant programs.
- Revisions to currently funded programs, projects and activities.
- Intra-departmental revisions between and within program areas.

A standard Budget Adjustment Request form (see Appendix) is used to document all budget changes. Amendments to the budget that do not have significant policy impacts and will not affect budgeted fund balances or working capital may be administratively approved by the City Manager; all other changes require City Council approval.

POLICIES

Budget Control

Through adoption of the two-year budget, the City Council sets major City goals and program objectives, approves timeframes and departmental responsibility, establishes service levels, and appropriates the resources necessary to achieve objectives and deliver services.

Under the program budgeting approach, departments are provided with significant flexibility in managing the allocated resources to achieve program goals: although detail line item budgets are prepared for each operating program, formal budget control is maintained at the fund level.

Budget Amendment Authority

- **City Council.** The City Council has the sole responsibility for adopting the City's budget, and may amend or supplement the budget at any time after its adoption by majority vote of the City Council. After budget adoption, all supplemental appropriations from fund balance or working capital require City Council approval. Appropriations requiring City Council action are:

- Appropriation of reserves
- Transfers between funds
- Inter-fund loans

- **City Manager.** The City Manager has the authority to make or approve administrative adjustments to the budget as long as those changes will not have significant policy impacts nor affect budgeted year-end fund balances or working capital. Appropriations requiring City

Manager, or his designee, action are:

- Transfers within a fund

Budget Amendment Request

To ensure that all changes to the budget are correctly recorded and appropriately authorized, a standard *Budget Adjustment Request* form is used to document all budget changes, including those approved by the City Council. As such, any City Council action that amends the budget should be accompanied by a completed *Budget Adjustment Request* form when submitted to the Administrative Services Department as part of the review process. However, as noted below, a *Budget Adjustment Request* form will not be included with the City Council agenda packet.

PREPARING THE BUDGET AMENDMENT REQUEST

Completing the *Budget Adjustment Request* form is largely self-explanatory. Consider the following in preparing the form:

- **More than One Fund.** Only one fund should be affected per form to ensure that any budget transfers between funds will not result in changes in ending fund balance.
- **City Manager Approval.** Whenever City Manager approval is necessary as discussed above, the sponsoring department shall forward the fully executed *Budget Adjustment Request* form to the Finance Division for processing as soon as possible.
- **City Council Approval. The City Council must approve all budget amendments** if total amendments for expenditures *do not net to zero*, or if total amendments for revenues and expenditures are not equal.
- **Reason for the Amendment.** In most cases, the space provided on the form under “purpose” should be sufficient to describe the need for the requested change (supporting documentation may be attached if appropriate but it is not required). If the amendment implements City Council action or prior City Manager approval of a budget change, the date of this action should also be referenced in this section.

PROCEDURES

- **Initiating the Amendment.** The operating department requesting an amendment is responsible for completing the *Budget Adjustment Request* form and obtaining all signatures. If the request requires a new program or account number, the Finance Division should be contacted before completing the form for the assignment of appropriate account numbers. Budget amendments must have the approval of the Department Director prior to obtaining City Manager signature if applicable.
- **City Council Agenda Reports.** *Budget Adjustment Requests* that are related to a City Council agenda report will be pulled by the Administrative Services Department and held pending City Council action. If the City Council approves the item, the request will be processed by the

Finance Division without further action required by the department. Items disapproved or changed by the City Council will be returned to the originating department for further action as appropriate.

- **Implementation.** After the *Budget Adjustment Request* has been submitted and approved, the operating department should confirm that the entry has been made correctly.

SECTION 4 – BUDGET CARRYOVER: OPERATING PROGRAMS

OVERVIEW

Under the City's Budget policies, budgeted operating program appropriations not spent during the first year may be carried over for specific purposes into the second year with the approval of the City Manager. The purpose of the following procedures is to set forth the administrative framework for implementing this aspect of the two-year Budget.

GOALS

Allowing for the carryover of budgeted operating appropriations from the first year of the Budget into the second year assists in achieving three key financial management goals:

- Mitigating against the “use it or lose it” mentality that can exist under one-year budget practices when all unspent appropriations lapse at year-end.
- Providing departments with incentives for effectively using their operating budget.
- Ensuring resource continuity in accomplishing multi-year objectives. Linking resources with what the City wants to accomplish, and establishing reasonable timeframes for doing so, are underlying principles of the two-year budgeting approach.

PROCEDURES

First Year versus Second Year Unexpended Balances

- **First Year.** Under the conditions set forth below, unexpended budgeted balances from the first year of the two-year budget are available for carryover into the second year with the approval of the City Manager.
- **Second Year.** All operating budget appropriations lapse at the end of the second year.
- **Carryovers for Encumbrances.** In either year, unexpended budgeted funds will be carried-over and re-appropriated to meet encumbrance obligations (unexpended balances remaining on contracts or purchase orders).

Annual Reports on Departmental Spending for Operating Programs

At the end of each fiscal year, the Administrative Services Department is responsible for preparing concise reports that analyze departmental spending. Although the specific contents and deadlines for submitting these reports will vary from year to year, they will generally:

- Compare budget appropriations with actual expenditures by program and by type.
- Identify reasons for any significant budget variances; and analyze the impact on future operating budgets:
 - Are the variances one-time in nature or will they continue into the foreseeable future?
 - If the variances reflect continuing trends, are they reflected in current budgets?

Reports at the end of the first year will also:

- Identify budgeted balances that should be re-appropriated in order to maintain overall funding levels for multi-year program objectives or projects.
- Recommend remaining unbudgeted balances that should be contributed to the Capital Replacement Fund, contributions to OPEB trust, and operational deficits.

Determining Balances Available for Carryover into the Second Year

- The total of all budgeted non-staffing variances are available for carryover with the approval of the City Manager, and will be generally aggregated by department at the fund level. Under this approach, program overages within the department may be offset by program savings. However, in no case may departmental overages in one fund be offset by departmental savings in another fund.
- Favorable variances from staffing related expenditures may be re-appropriated by the City Manager on a case-by-case basis depending on the circumstances that generated the savings and their proposed use. Successful requests will usually form some nexus between the reason for the savings and their proposed use.
- The total amount of carryover may be reduced by any amount that revenues or other financing sources (uses) were less than projected, including any departmental budget overages.
- After adjusting for contractual encumbrances excess revenues over expenditures will first apply to transfers to the Capital Replacement Fund, contributions to OPEB trust, and operational deficits.

Re-appropriation Approvals

The City Manager is authorized to program carryover balances for re-appropriation except under the following conditions, when City Council approval is required:

- Funding a new CIP project.
- Authorizing increases in regular staffing.
- Implementing new programs that have significant ongoing budget implications.

Any purchases using carryover balances are subject to the City's standard purchasing policies and procedures. This may result in the need for subsequent City Council approval from a purchasing—not budgetary—perspective.

Uses of Carryover Balances

- **Accounting for Carryover Balances.** Encumbrance balances will be re-budgeted into the appropriate line item accounts.

SECTION 5 – BUDGET CARRYOVER: CIP PROJECTS

Under the City's Budget policies, annual appropriations for designated capital improvement plan (CIP) projects lapse after two years unless funds are subsequently appropriated for specific project phases (such as study, design, acquisition or construction). This usually occurs at the time of contract award.

The following sets forth basic procedures for implementing this aspect of the City's budget policies.

BUDGET BALANCE CARRYOVER

Budget balances at the end of each fiscal year will be carried-over in their entirety on a project-by-project basis.

LAPSED PROJECTS

In the event that funding will lapse because sufficient progress has not been made in studying, designing, acquiring or constructing projects within the two-year timeframe following budget adoption, the managing department will either:

- Resubmit the project for consideration in a subsequent capital improvement plan.
- Present a report to the City Council recommending that the project be eliminated or indefinitely deferred. This report may be prepared on a "case-by-case" basis or incorporated into the overall budget review and approval process.

BUDGET ADJUSTMENT REQUEST FORM

Date _____

Department _____

ACCOUNT NUMBER

ACCOUNT CODE				ACCOUNT DESCRIPTION	INCREASE*	DECREASE*
TRANSFER TOTAL						

**Use whole numbers only*

Reason for Request:

Route from Requesting Department to Finance for verification of funding availability then to City Manager for approval

Requested By	Department Head Approval	Finance Review	City Manager Approval
_____ Signature	_____ Signature	_____ Signature	_____ Signature
_____ Date	_____ Date	_____ Date	_____ Date

City of Citrus Heights

General Fund Reserve Policy

November 2019

Presented to Council on November 14, 2019

CITY OF CITRUS HEIGHTS

GENERAL FUND RESERVE POLICY

November 2019

It is the intent of the City to maintain an adequate level of General Fund reserves to ensure the continued delivery of City services and to mitigate future risks from temporary revenue shortfalls, emergencies and unanticipated expenditures and to provide stability during economic cycles. The City will strive to maintain a diversified and stable General Fund revenue base to shelter it from the effects of short-term fluctuations in any one revenue source.

The City will strive to maintain a minimum General Fund unrestricted fund balance of no less than two months (17%) of operating expenditures. Unrestricted fund balance is made up of committed, assigned and unassigned fund balances, where the only constraint on spending, if any, is imposed by the City Council. Committed fund balance includes a liability insurance reserve as required by the City's participation in a risk sharing pool (currently set at \$300,000) and a Revenue Stabilization Reserve. The target balance for the Revenue Stabilization Reserve is 10% of General Fund appropriations.

While it is understood that the General Fund reserves may fall below the minimum recommended level until the City begins to receive its allocation of property tax revenue under the terms of the 1997 Revenue Neutrality Agreement with Sacramento County, replenishing reserve funds consistent with this policy will be a priority as soon as a property tax or other revenues become available.

Authorization for utilization of reserve funds and a plan for replenishment of the reserve will be presented to the City Council for consideration during the bi-annual budget process or as may become necessary during any fiscal year.

City of Citrus Heights

Debt Policy

November 2019

Presented to Council on November 14, 2019

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I. INTRODUCTION

A. Purpose of the Policy

The purpose of creating a Debt Management Policy is to establish and codify the goals and rules for debt management of the City and to assist all concerned parties in understanding the City's approach to debt management. The City has the right to waive or modify this policy if, in the City's judgment, doing so advances the City's objectives and is deemed fiscally prudent.

This Policy is a tool to ensure that financial resources are adequate to meet long-term service objectives and that financings undertaken by the City satisfy certain clear objective standards which allow the City to protect its financial resources in order to meet its long-term capital needs.

The City of Citrus Heights Debt Management Policy will provide operating guidelines for all major debt transactions of the City. Guidelines specifically applicable to land-secured (Community Facilities Districts and Assessment Districts) and conduit financings will be included in a separate policy. The above stated purpose of the policy is achieved through the following objectives:

- To guide the City Council and management in debt issuance decisions having significant fiscal impact;
- To maintain appropriate capital assets for present and future needs;
- To promote sound financial management by providing accurate and timely information on financial condition;
- To protect and enhance the City's credit rating;
- To ensure the legal use of city bonding authority through an effective system of financial security and internal controls;
- To promote cooperation and coordination with other governments and the private sector in the financing and delivery of services.

B. Management Approach

The City will manage its debt to ensure high credit quality, access to credit markets, financial flexibility, and the lowest overall long-term cost of debt for Citrus Heights residents and businesses.

1. Credit Quality

All City debt management activities will be conducted to receive the highest credit rating possible and then to, at a minimum, maintain at least the current credit ratings assigned to the City's debt by the major credit rating agencies. The City will use the following standards and limits to guide its maintenance of credit quality:

- The City shall not exceed 50 percent of statutory debt limits.
- Overlapping debt (including debt from all other jurisdictions which tax Citrus Heights taxpayers) will be taken into consideration in planning debt issuance.

2. Standards for Use of Debt Financing

City policy will promote the use of debt only in those cases where public policy, equity, and economic efficiency favor debt over cash (pay-as-you-go) financing. Whenever possible, the debt shall be self supporting.

- *Long-term Capital Projects:* Debt will be used primarily to finance long-term capital projects – paying for the facilities or equipment over their useful life and concurrent with the stream of benefits from these facilities.
- *Special Circumstances for Debt Issuance:* Debt may be used in special circumstances for other than long-term capital projects, only after careful policy evaluation by the City Council and management.

3. Recordkeeping

The Finance Division will develop and maintain a central system for all debt-related records. At a minimum, this repository will include all official statements, bid documents, ordinances, indentures, leases, etc. for all City debt. The extent that official transcripts incorporate these documents, possession of a transcript will suffice. The Finance Division will collect all available documentation for outstanding debt, and will develop a standard procedure for archiving transcripts for any new debt.

4. Rebate Policy and System

It will be the policy of the City to accurately account for the interest earning on all funds while minimizing rebates to the Federal Government.

5. Disclosure and Market Relationships

The City will establish a system of disclosure which will ensure that investors, rating agencies and other interested parties are provided full and accurate disclosure of all matters relevant and material to each debt issue. All City official statements will be designed to meet or exceed the disclosure guidelines developed by the Government Finance Officers Association or other industry standards.

- *Investment in Community Relationships:* Private decision makers and opinion-leaders in the investment community can have a significant effect on the City's borrowing cost. In order to ensure the lowest possible cost of capital, the City shall seek to maintain positive relationships with all members of the investment community. The City will also solicit information and opinions from credit market participants regarding ways to enhance the City's image in the markets. The foundation of these positive relationships will be frequent, open, and effective communication of the City's financial status to these parties. The City will seek to inform the investment community through a yearly publication detailing the financial health and fiscal forecasts of the City. The City Comprehensive Annual Financial Report (CAFR) may be used for this purpose. The CAFR will be available on the City's website.
- *Rating Agencies:* Once the City receives credit ratings from national rating agencies, the City will prepare and submit an annual report to the rating agencies on the financial condition of the City. The City's Comprehensive Annual Financial Report may be used for this purpose.

II. PROCESS

A. Evaluation of Financing Proposals

1. Submission and Review of Financing Proposals

Early communication with the City is encouraged to assist applicants in evaluating the feasibility of available financing programs and to discuss program procedures. The submission of a proposal does not guarantee the feasibility of project or the City's willingness to proceed with any project.

2. Assessment of Alternatives

The review of financing proposals will include a review of all alternatives, including cash financing, which could lower the net present value of acquiring the capital asset.

3. Establishment of Financing Priorities

In evaluating individual financing proposals, the Finance Division will consider all pending financing requirements of the City. This approach will allow the City to take a long-term strategic approach to each financing in order to ensure that each financing is completed efficiently, at the lowest cost, and will not negatively impact future City transactions.

B. Use of Consultants

The City shall select, retain, employ, and be responsible for, in its sole discretion, any consultants necessary for the formation of a special district, review of the financing, and the issuance and administration of bonds, including but not limited to the underwriter and underwriters' counsel; bond counsel; financial advisor; special tax consultant; engineers; appraiser; district administrator; market absorption study consultant; or any other consultant deemed necessary by the City in its judgment to complete the district proceedings and/or for issuance of bonds.

An applicant/developer may retain its own consultants for its own benefit, but will work through those consultants hired by the City. If the developer/applicant retains its own consultants, all costs associated therewith shall be borne by the developer/applicant.

C. Land Use Approvals

All proposed projects within the proposed district or project area, together with the infrastructure and public facilities, must be consistent with the City's adopted General Plan, zoning classifications, and the California Environmental Quality Act (CEQA). All property within the proposed district must possess land use determinations or zoning classifications of sufficient certainty, and facility requirements of sufficient specialty that each parcel can be adequately assessed.

III. FINANCING CRITERIA

A. Types of Debt

1. Long-Term Debt

Whenever possible, long-term debt will be self supporting and as such will be revenue debt, or revenue-backed with a general fund pledge. Other long-term debt may be issued as best meets the City's needs.

2. Short-Term Debt

- *Bond Anticipation Notes (BANS)* may be issued instead of capitalizing interest to reduce the debt service during the construction period of a project or facility. The BANS shall not mature more than 3 years from the date of issuance. BANS shall mature within 6 months after substantial completion of the financed facility.
- *Tax and Revenue Anticipation Notes (TRANS)* shall be issued only to meet actual cash flow needs and shall never exceed 10 percent of projected budget resources.
- *Lines of Credit* shall be considered as an alternative to other short-term borrowing options.

3. Lease Purchase Debt

Lease purchase debt, including certificates of participation, shall be considered as an alternative to long-term vendor leases. Such debt shall be subject to annual appropriation.

4. Bond Pools and Other Governmental Cooperatives

Bond Pools and other governmental cooperatives will be considered as an alternative when deemed to be prudent and economically beneficial.

5. Variable Rate Debt

The City will consider variable rate debt only in the following circumstances:

- *High Interest rates:* Interest rates are above historic average trends.
- *Variable Revenue Stream:* The revenue stream for repayment is variable, and is anticipated to move in the same directions as market-generated variable interest rates, or the dedication of revenues allows capacity for variability.
- *Adequate Safeguards against Risk:* Financing structure and budgetary safeguards are in place to prevent adverse impacts from interest rate shifts; such structures could include, but are not limited to, interest rate caps.

6. Swaps, Foreign Markets

The City will not issue any foreign denominated debt nor engage in any interest rate swaps.

B. Terms and Conditions of Bonds

All terms and conditions of the bonds shall be established by the City. The City will control, manage and invest all bond proceeds. Unless otherwise authorized by the City, the following shall serve as bond requirements:

1. Term

If a single series of bonds is contemplated, the bonds will mature within a period that is no greater than twenty-five (25) years unless extended to more closely relate the final maturity to the useful life of the facility being financed. If multiple series of bonds are contemplated, the term of

each series will be appropriately determined to meet the City's objectives.

2. Capitalized Interest

Unless otherwise agreed to by the City, interest shall not be funded (capitalized) beyond two years or a shorter period if further restricted by statute. The City may require that capitalized interest on the initial series of bonds to be funded from the proceeds of the bonds.

3. Debt Service Structure

Debt issuance shall be planned to achieve relatively rapid repayment of debt while still matching debt service to the useful life of the asset. Beginning with the commencement of the repayment of principal, annual debt service of the City's General Obligation indebtedness shall be retired on a level debt service basis unless project circumstances require otherwise. To the extent that bonds are issued in series, individual series of bonds may have uneven debt service if the intent is to create level debt service at such time as all series of bonds are issued and to minimize the potential of a fluctuating annual special tax assessment.

4. Counsel Opinion

Prior to the issuance of bonds, the City shall authorize its bond counsel to commence and process to final judgment an action establishing the validity of the proceedings, special tax and issuance of bonds, unless advised to the contrary by such bond counsel.

5. Underwriter's Discount

The underwriter's discount shall be negotiated and determined solely by the City and shall be competitive with and comparable to such discounts on similar financing being issued by the City or other public entities. The City shall consider any other compensation the underwriter may be receiving in connection with the bond financing in determining the appropriate amount of the discount.

6. Original Issue Discount

An original issue discount will be permitted only if the City determines that such discount results in a lower true interest cost on the bonds.

7. Multiple Series

In instances where multiple series of bonds are to be issued, the City shall make a final determination as to which facilities are of the highest priority and those facilities which will be financed first, pursuant to funding availability and the proposed timing of facilities development, and will be subject to the earliest or most senior lien.

C. Credit Enhancements

The City will consider the use of credit enhancements on a case-by-case basis, evaluating the economic benefit versus cost for each case. Only when a clearly demonstrable savings can be shown shall an enhancement be considered. The City will consider each of the following enhancements as alternatives by evaluating the cost and benefit of such enhancements.

1. Bond Insurance

The City shall have the authority to purchase bond insurance when such purchase is deemed prudent and advantageous. The predominant determination shall be based on such insurance being less costly than the present value of the difference in the interest on the bonds insured versus uninsured.

2. Debt Service Reserve

A reserve fund equal to the lesser of ten percent (10%) of the original principal amount of the bonds, maximum annual debt service, or one-hundred-twenty-five percent (125%) of average annual debt service (the "Reserve Requirement") shall be funded from the proceeds of each series of bonds, subject to federal tax regulations. The City shall have the authority to purchase reserve equivalents when such purchase is deemed prudent and advantageous. Such equivalents shall be evaluated in comparison to cash funding of reserves on a net present value basis (i.e., the use of a reserve fund surety).

3. Letters of Credit

The City shall have the authority to enter into a letter-of-credit agreement when such an agreement is deemed prudent and advantageous.

D. Refunding

All proposed refunding or refinancing issues will be submitted to the Finance Director for review with complete disclosure of the benefits and costs of the proposed refinancing. The City will analyze outstanding bond issues for refunding opportunities. In addition, the City will accept refunding proposals from underwriting firms and financial advisors which the City will then analyze and verify. The City will consider the following issue/criteria in analyzing refunding possibilities:

1. Debt Service Savings

The City will require net present value savings of at least three (3) percent of the refunded bond principal amount or at least \$750,000 (including foregone interest earnings). The present value savings will be net of all costs related to the refinancing.

2. Advance Refunding

The advance refunding of outstanding indebtedness may be appropriate to meet City service and financial objectives. However, each advance refunding approximately doubles the total volume of Citrus Heights bonds outstanding to fund a service or facility while the refunded bonds remain outstanding. In giving its authorization for the advance refunding, the City will state the reasons and goals to be achieved by the refinancing, as well as acknowledging that each bond issue is allowed to be advance refunded only once.

3. Restructuring

The City will refund debt to achieve a restructuring of its debt when it is in the best financial interest of the City to do so. Such refundings will be limited to restructuring to meet unanticipated revenue expectations or to remove unduly restrictive bond covenants. No such restructurings will be undertaken if they result in a net present value loss to the City

unless necessary to avoid default or to ensure the long term financial viability of the entity involved.

4. Term of Refunding Issues

No refunding shall result in the extension of debt service payments beyond the term of the originally issued debt. The term may be shortened to realize greater savings, but such shortening should be guided by the remaining useful life of the financed facility and the concept of inter-generational equity.

E. Methods of Issuance

The City will issue its debt through competitive sale, negotiated sale, or private placement. The Finance Division shall provide a recommendation to the City Council as to which method of issuance shall be used. The recommended method will provide significant cost advantages to the City or eliminate or reduce certain risks such as those related to the timing of sales.

1. Methods of Issuance

- Competitive Sale: the underwriter is selected through a competitive bid process after origination activities are completed by the City.
- Negotiated Sale: the underwriter, who is selected through a request for proposal process, performs the tasks associated with origination.
- Private Placement: securities are placed directly with the investor and are not offered for sale to the general public.

2. Issuance Method Analysis

The City shall evaluate each method of issuance on a net present value basis.

3. Feasibility Analysis

Issuance of self-supporting revenue bonds will be accompanied by a feasibility report demonstrating the projected revenue stream's ability to meet future debt service payments.

F. Terms and Conditions of Sale

The City shall establish the terms and conditions of the sale prior to the actual sale date. In competitive sales the terms shall be approved by the Finance Director prior to the publication of the notice of sale. In negotiated sales, the terms shall be set in an underwriting agreement at least five days prior to the pricing of the securities.

1. General

- *Call Provisions:* The City will have its financial advisor or underwriter analyze the cost of all provisions for each financing. Based upon this analysis, the City's securities will provide for redemption at the option of the City as early as current market conditions allow, given the appropriate cost-benefit to the City. In general, the City's securities will include a call at par no later than 10 years from the date of delivery of the bonds (and approximately 50% of the life of the last maturity for issues which are shorter than twenty years).

- *Bond Denominations:* In general, the City's securities will have denominations of \$5,000. The City will consider denominations of less than \$5,000 if targeting special markets. When undertaking a project the City believes is necessary for its general health and welfare, but has higher-than-normal risks associated with it, the City may require denominations of greater than \$5,000 to insure that only sophisticated buyers can purchase these bonds.

2. Competitive Sale

When conducting a competitive sale, the City will undertake to publish a Preliminary Official Statement (POS). Such POS shall be prepared by the Finance Division, with the assistance of the City's financial advisor. The POS and final Official Statement shall be published according to timelines established by the Municipal Securities Rulemaking Board (MSRB) and other rulemaking bodies.

- *Market:* The City shall inform the potential market for its securities on a timely basis prior to the sale date and make available sufficient POSs to assure the maximum number of bids for all of the City's sales. The market for municipal securities is increasingly a national market. In marketing the City's bond issues, trends, structures, and factors in the California regional markets as well as national credit markets should be considered. The City's marketing should be designed to take maximum advantage of the factors in both the national and regional markets which will provide the lowest borrowing cost for City residents and businesses.
- *Official Bid Form:* The City shall make available an official bid form for all sales, which will be used by all bidders and provide a common structure for all bids.
- *Bid Constraints:* The City will list any constraints of the bid so desired. In general, the City shall not allow a discount to exceed two (2) percent of the par amount of the securities. Discounts and other bid constraints should be guided by prevailing state and federal law.
- *Award of Bid:* All bids shall be evaluated by the True Interest Cost Method (TIC). Bids shall be awarded to the lowest TIC bidder.

3. Negotiated Sale

When conducting a negotiated sale:

- *Selection of Underwriter:* The City shall select the negotiated underwriter through a request for proposal for underwriting services. The City may select more than one underwriter for a single issue. Underwriter selection will be based on the Firm's demonstrated experience and ability to market the type and size issue being contemplated, assigned personnel's experience with similar credits and structure, estimated costs and fees, and the proposed marketing plan.
- *Negotiating Techniques:* The City shall separate the negotiation of the terms of the bonds, the management fees, the expenses

chargeable and the underwriting fees from the takedown and rate discussion. The City shall receive a pre-pricing book, before the sale date, which will include comparable sales and proposed rates and prices for the bonds. On the day of the pricing, only interest rates and takedown will be discussed unless takedown has been previously agreed upon. In cases where the bonds will be offered at an Original Issue Discount, this too may be discussed at the time of the sale

4. Private Placement

From time to time the City may seek to privately place its securities. The City will send inquiries to several investors seeking interest in such a placement. The City will seek bids from such private placements for its securities.



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: November 14, 2019

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

FROM: Ronda Rivera, Assistant City Manager

SUBJECT: Update of Authorized Officers for the Local Agency Investment Fund

Summary and Recommendation

Staff recommends the City Council adopt Resolution No. 2019-___ authorizing the investment of monies in the Local Agency Investment Fund. Adoption of the resolution updates the officers (staff members) authorized to deposit and withdraw funds invested with the Local Agency Investment Fund (LAIF).

Fiscal Impact

There is no fiscal impact associated with this action.

Background and Analysis

LAIF is established with the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer. City officers (staff members) must be authorized by a resolution of the governing body to effect transactions. The City of Citrus Heights last updated the authorized staff members by Resolution 2003-03 on January 8, 2003. The following positions need access to the LAIF account in order to effectively manage city finances. The attached resolution updates the list of officers to:

City Manager, Finance Director, Finance Manager and Senior Accountant-Auditor

Attachments

1. A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the Investment of Monies in the Local Agency Investment Fund

RESOLUTION NO. 2019- ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, AUTHORIZING THE INVESTMENT OF MONIES IN THE LOCAL
AGENCY INVESTMENT FUND**

WHEREAS, the Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interest of the City of Citrus Heights.

NOW THEREFORE BE IT RESOLVED that the City Council does hereby authorize the deposit and withdrawal of City of Citrus Heights monies into the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as stated therein.

BE IT FURTHER RESOLVED, as follows:

Section 1: The following City of Citrus Heights officers holding the titles specified herein below or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Christopher Boyd
City Manager

Ronda Rivera
Finance Director

Tammy Nossardi
Finance Manager

Rajneil Prasad
Senior Accountant-Auditor

Section 2: This resolution shall remain in full force and effect until rescinded by the City Council by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

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 ____ day of _____ 2019 by the following vote, to wit:

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

Jeannie Bruins, Mayor

Local Agency Investment Fund

ATTEST:

Amy Van, City Clerk



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: November 14, 2019

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

FROM: Stuart Hodgkins, City Engineer
Ardelyn Flores, Associate Civil Engineer

SUBJECT: **Annexation of the Wyatt Ranch Subdivision into Landscaping and Lighting Maintenance Assessment District 98-02, Zone 4**

Summary and Recommendation

On May 27, 2015, the Planning Commission approved the Tentative Map for the Wyatt Ranch Subdivision submitted by Mark H. Swinger and Dawn E. Swinger, (Developer). The map creates 23 single-family residential lots on Lawrence Avenue. The Developer agreed to annex the proposed landscaping and masonry wall along Sunrise Boulevard into one of the city's landscaping and lighting assessment districts. The landscaping and wall will be located within a landscaping easement along Sunrise Boulevard.

On October 31, 2019, the Developer and the city entered into an agreement waiving proceedings and consenting to annexation of the landscaped area and masonry wall into the city's existing Landscaping and Lighting Maintenance Assessment District No. 98-02 (LMAD 98-02) as described in the California Streets and Highways Code Section 22608 (Code). These parcels will create Zone 4 of LMAD 98-02.

In accordance with the Code, on October 25, 2019, the City Clerk mailed ballots to the property owners which established November 14, 2019 at 7:00pm as the date and time of a public hearing for the City Council to consider the proposed annexation. The City Clerk also published the public notice in the newspaper on October 31, 2019.

The City Council is now asked to convene a public hearing to receive public comments on the proposed annexation. Upon closing the public hearing, the City Clerk shall open and tabulate the ballots received from the owners and report the results to the City Council.

If there is not a majority protest of the annexation, staff recommends the City Council approve Resolution No. 2019-___ a Resolution of the City Council of the City of Citrus Heights, California, Annexing the Wyatt Ranch subdivision into Landscaping and Lighting Maintenance Assessment District 98-02, Zone 4.

Fiscal Impact

There is no fiscal impact associated with this item. LMAD 98-02 is currently fully funded by their assessments and the assessments for Zone 4 of LMAD 98-02 will fully cover the cost of maintenance of the proposed improvements and build reserves for maintenance and replacement.

Zone 4 of LMAD 98-02 will cover costs to maintain the landscaping, irrigation, masonry wall and pedestrian pathways along Sunrise Boulevard associated with the subdivision development as described in the Engineer's Report (Attachment 2). The estimated total annual cost for maintenance and replacement reserve is \$7,557.00 (\$401.06 per lot per year for 23 residential lots). The initial assessment will be levied for Fiscal Year 2020-2021. The Developer is responsible for maintaining the landscaped areas and other features until subdivision acceptance of all public improvements.

Background and Analysis

On May 27, 2015, the Planning Commission approved, with conditions, the tentative subdivision map titled "Tentative Subdivision Map – Wyatt Ranch Subdivision" located within the City of Citrus Heights, Sacramento County, California. The map will create 23 single-family residential lots. The Developer agreed to annex the proposed landscaping area and masonry wall along Sunrise Boulevard into an existing assessment district for future maintenance of these areas.

The Developer signed a waiver agreement for the annexation into LMAD 98-02 for Zone 4 (Attachment 1). Subsequently, the city sent the required notice of its intention to levy the assessments, instructions, and ballots to each property owner for the parcels included in Zone 4 boundary as set forth in Government Code Section 53753(c). The public hearing to tabulate ballots and, if approved, adopt a resolution confirming the diagram and assessment was set for November 14, 2019 at 7:00 p.m.

The property owners within the Zone 4 boundary were asked to cast ballots affirmatively or negatively for the annexation of Zone 4 into the District (LMAD 98-02). Ballots will be opened and tabulated during the November 14, 2019 public hearing.

If there is not a majority protest of the annexation, City Council can adopt the Wyatt Ranch Subdivision into LMAD 98-02 as Zone 4.

Attachments

1. Resolution No. 2019-___ a Resolution of the City Council of the City of Citrus Heights, California, Annexing the Wyatt Ranch subdivision into Landscaping and Lighting Maintenance Assessment District 98-02, Zone 4.
2. Attachment 2 – Annexation Waiver Agreement
3. Attachment 3 – Engineer's Report for LMAD 98-02, Zone 4

RESOLUTION NO. 2019 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, ANNEXING WYATT RANCH SUBDIVISION INTO LANDSCAPING &
LIGHTING MAINTENANCE ASSESSMENT DISTRICT 98-02, ZONE 4**

WHEREAS, on May 27, 2015, the Planning Commission of Citrus Heights, California approved, with conditions, the tentative subdivision map titled “Tentative Subdivision Map Wyatt Ranch Subdivision”;

WHEREAS, the Developer agreed to annex the landscaping and masonry wall along Sunrise Boulevard into one of the city’s existing landscape maintenance assessment districts;

WHEREAS, on November 14, 2019, the City Council approved the final map for the project (now known as “Wyatt Ranch Subdivision”) and authorized the City Manager to execute an agreement waiving proceedings for annexation of the landscape assessment district as described in California Streets and Highways Code Section 22608;

WHEREAS, City Engineering staff has prepared and filed with the City Clerk a report for Fiscal Year 2020/2021 (the “Engineer’s Report”) describing Zone 4 of Landscape Maintenance Assessment District No. 98-02 and the required maintenance and improvements;

WHEREAS, on October 25, 2019, the city sent the required notice of its intention to levy the assessments beginning FY 2020-2021, instructions, and ballots to each property owner for the parcels included in Zone 4 boundary as set forth in Government Code Section 53753(c). Setting a public hearing date of November 14, 2019 at 7:00 p.m., at the Citrus Heights City Council Chambers located at 6360 Fountain Square Drive, Citrus Heights, California 95621. The city also posted the public notice in the newspaper on October 31, 2019;

WHEREAS, at the public hearing, the Council duly heard all interested persons desiring to be heard;

WHEREAS, in accordance with California Government Code Section 53753, the City Clerk has determined that the number of assessment ballots submitted and not withdrawn in opposition to levy assessments does not exceed the number of ballots submitted in favor to levy assessments; and

WHEREAS, therefore, a majority protest does not exist regarding the levy of the annual assessment.

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

Section 1. Recitals. The foregoing recitals are true and correct and the City Council so finds and determines.

Section 2. Approval of Engineer’s Report. This Council hereby approves the Engineer’s Report as now on file with the City Clerk.

Section 3. Improvements Ordered. This Council hereby orders the proposed improvements described in the Engineer’s Report to be made.

Section 4. Special Benefit Finding. This Council hereby finds and determines that the assessment included in the Engineer's Report assesses all of the subdivisions of land in the assessment district (Zone 4 of Landscaping & Lighting Maintenance Assessment District 98-02) for the special benefits provided by the improvements in proportion to the special benefits to be received by such subdivision, respectively, from the improvements.

Section 5. Confirmation of Assessment Diagram. This Council hereby confirms the diagram and the assessment now on file with it.

Section 6. Directive to file Diagram and Assessment. This Council hereby directs the City Clerk to file a certified copy of the diagram and the assessment as confirmed with the Sacramento County Auditor.

Section 7. Entry on the Roll. The Sacramento County Auditor is hereby requested to enter on the FY 2020/2021 County Assessment Roll opposite each lot or parcel of land the amount assessed thereupon, as shown on the assessment filed by the City Clerk.

Section 8. Effective Date. This resolution shall take effect from and after the date of its passage.

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

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 14th day of November 2019 by the following vote, to wit:

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

Jeannie Bruins, Mayor

ATTEST:

Amy Van, City Clerk

NO FEE DOCUMENT – For the benefit of the
City of Citrus Heights Per Government Code 6103

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

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

(SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE)

**AGREEMENT BETWEEN THE CITY OF CITRUS HEIGHTS AND MARK H. SWINGER
AND DAWN E. SWINGER, OWNERS, CONCERNING WAIVER OF RESOLUTIONS,
REPORTS, NOTICES OF HEARING AND RIGHT OF MAJORITY PROTEST AND
CONSENT TO ANNEXATION OF WYATT RANCH SUBDIVISION, INTO THE
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT 98-02
(COUNTY OF SACRAMENTO DIRECT LEVY NUMBER 0275)**

This agreement is by and between Mark H. Swinger and Dawn E. Swinger
("Developer") and the City of Citrus Heights, a California municipal corporation ("City").
The effective date is _____, 2019.

RECITALS

WHEREAS, the Landscaping and Lighting Act of 1972 ("1972 Act"), codified in California Streets and Highways Code Section 22500 *et seq.*, establishes procedures whereby local agencies may fund the construction and maintenance of landscaping and lighting improvements by formation of assessment districts; and

WHEREAS, in accordance with the 1972 Act, City in 1998 ordered the formation of the Landscape and Lighting Maintenance Assessment District 98-02 ("LMAD 98-02") to levy and collect assessments beginning with the 1998-1999 fiscal year; and

WHEREAS, LMAD 98-02 was created for the purpose of improving and maintaining the landscaping and lighting facilities within the right of way and streets adjacent to the Sorenson Ranch Subdivision; and

WHEREAS, on September 25, 2014 City annexed the Autumnwood Subdivision into LMAD 98-02 as Zone 2; and

WHEREAS, on May 24, 2018 City annexed the Mariposa Creek Subdivision into LMAD 98-02 as Zone 3; and

WHEREAS, Developer owns property in City known as the Wyatt Ranch Subdivision, current APN Numbers: 211-0200-010-0000, 211-0200-011-0000, 211-0200-046-0000, 211-0200-047-0000, 211-0200-059-0000, 211-0200-060-0000, 211-0200-061-0000 AND 211-0200-062-0000, as more particularly described in EXHIBIT A attached hereto and incorporated herein ("Wyatt Ranch"); and

WHEREAS, Section 22608 of the 1972 Act provides that the resolutions, report, notices of hearing, and right of majority protest may be waived with the written consent of all of the owners of property within the territory to be annexed; and

WHEREAS, Developer is the sole owner of Wyatt Ranch and has agreed to waive any rights it may have under the 1972 Act; and

WHEREAS, City and Developer desire to annex Wyatt Ranch into Zone 4 of Landscape and Lighting Maintenance Assessment District 98-02 ("District") for the benefit of Wyatt Ranch, its future residents, and the citizens of City.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants set forth, City and Developer agree as follows:

1. Recitals

The foregoing Recitals are true and correct and made a part hereof.

2. Findings

Developer and City agree to annex Wyatt Ranch into the District. The annual levy of the District shall contribute capital to the construction, maintenance, operation and/or servicing of proposed and existing landscaping improvements. The residents of Wyatt Ranch shall benefit from the construction, improvement and maintenance of the landscaping of facilities, streets, and pedestrian pathways.

3. Waiver by Developer

In accordance with the 1972 Act, Developer hereby expressly and knowingly waives any rights Developer may have under the 1972 Act and any other applicable law concerning proceedings to annex Wyatt Ranch to the District. Developer expressly and knowingly waives its rights under the 1972 Act, including, but not limited to, rights concerning resolutions, reports, notices of hearing, balloting, and right of majority protest.

4. Consent to Annexation

Acknowledging and understanding the rights Developer is waiving pursuant to Section 3 above, Developer consents to the annexation of Wyatt Ranch to the District.

5. Consent to Levy of Assessment

Acknowledging and understanding the rights Developer is waiving pursuant to Section 3 above, Developer consents to the levy of an annual District assessment for Wyatt Ranch ("Assessment") beginning fiscal year 2020-2021, and all assessments in future fiscal years equal to the amount described in the most recent engineer's report for the District.

6. Indemnity

Developer shall indemnify, defend and hold harmless City and its officers, officials, employees, agents, consultants, and volunteers from and against any and all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in connection with the annexation of Wyatt Ranch to the District, except such loss or damage caused by the sole negligence or willful misconduct of City.

7. Successors in Interest

This Agreement is binding on Developer, City, and their successors and assigns. Except as otherwise provided herein, neither Developer nor City may assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other, and any purported assignment, sublet, or transfer without such consent is void.

8. Governing Law

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and the interpretation of this Agreement.

9. Severability

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10. Construction and Interpretation

It is agreed and acknowledged that the provisions of this Agreement have been arrived at through negotiation, and that City and Developer have had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities be resolved against the drafting party shall not apply when construing or interpreting this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this date first written above.

CITY OF CITRUS HEIGHTS, a municipal corporation

MARK H. SWINGER, owner

Christopher W. Boyd, City Manager



Mark H. Swinger, Owner

DAWN E. SWINGER, owner



Dawn E. Swinger, Owner

ATTEST:

Amy Van, City Clerk

APPROVED AS TO FORM:

Ryan R. Jones, City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On _____ before me, _____, Notary Public,
personally appeared _____, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Stat of California that the
foregoing paragraph is tru and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

On October 29, 2019 before me, C. Perez

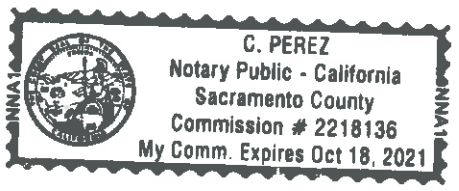
SS.

Notary Public personally appeared Mark H Swinger and Dawn E Swinger

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE [Signature]
Notary Signature



-----OPTIONAL-----

Description of Attached Document

Title or Type of Document: Agreement between the City of Citrus Heights and Mark H. Swinger
Document Date: Dawn E. Swinger Number of Pages: 1

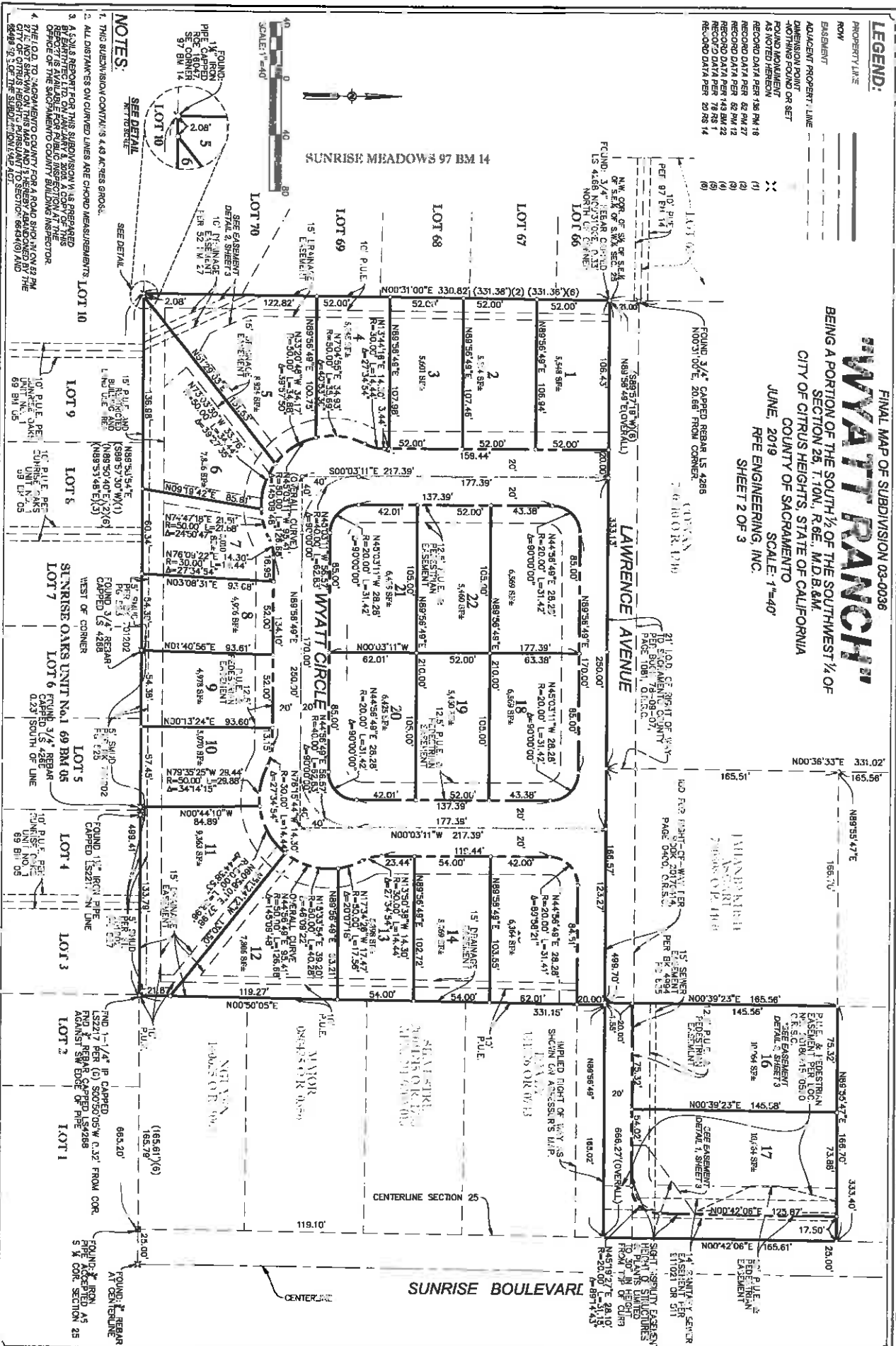
Signer(s) Other Than Named Above:

LEGEND:

- PROPERTY LINE
- ROW
- ADJACENT PROPERTY LINE
- PAVING FOUND OR SET
- ROUND MONUMENT
- AS NOTED HEREON
- RECORD DATA PER 18 PM 18
- RECORD DATA PER 22 PM 12
- RECORD DATA PER 22 PM 12
- RECORD DATA PER 22 PM 12
- RECORD DATA PER 22 PM 12
- RECORD DATA PER 22 PM 12

FINAL MAP OF SUBDIVISION 03-0036
"WYATT RANCH"
 BEING A PORTION OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF
 SECTION 25, T. 10N., R. 6E., M.D.B.M.
 CITY OF CITRUS HEIGHTS, STATE OF CALIFORNIA
 COUNTY OF SACRAMENTO
 JUNE, 2019
 RFE ENGINEERING, INC.
 SCALE: 1"=40'
 SHEET 2 OF 3

EXHIBIT A



CITY OF CITRUS HEIGHTS

SACRAMENTO COUNTY

CALIFORNIA



Landscape Maintenance Assessment District

Annexation into LMAD 98-02

Zone 4 – Wyatt Ranch Subdivision

DRAFT

Prepared by

**Ardelyn S. Flores, P.E.
Associate Civil Engineer**

November 14, 2019

CERTIFICATIONS

**LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT
Engineer's Report for Annexation into LMAD 98-02
ZONE 4 – WYATT RANCH SUBDIVISION
(Pursuant to the Landscaping and Lighting Act of 1972)**

The undersigned respectfully submits the enclosed report.

DATED: November 14, 2019

CITY OF CITRUS HEIGHTS

By _____
Ardelyn S. Flores, P.E.
Associate Civil Engineer

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached was filed with me on the 14th day of November, 2019.

Amy Van, City Clerk
City of Citrus Heights,
Sacramento County, California

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of Citrus Heights, California, on the _____ day of _____, 2019.

Amy Van, City Clerk
City of Citrus Heights,
Sacramento County, California

By _____

ENGINEER'S REPORT

LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

ANNEXATION INTO LMAD 98-02

ZONE 4 – WYATT RANCH SUBDIVISION

INTRODUCTION

In accordance with the requirements of Article 4 of Chapter 1 of Part 2 of Division 15 of Streets and Highways Code of the State of California, “The Landscaping and Lighting Act of 1972,” and Article XIID, section 4, of the California Constitution, the following Engineer’s Report is submitted to the City Council of the City of Citrus Heights for the annexation of the Wyatt Ranch Subdivision (hereafter, Zone 4) into the existing Landscaping & Lighting Maintenance Assessment District 98-02 (LMAD 98-02).

This annexation creates a new zone to one of the city’s existing landscaping & lighting maintenance assessment districts.

The location for Zone 4 is shown on the vicinity Map shown on Exhibit A.

BACKGROUND

The Final Map for the Wyatt Ranch Subdivision was approved by City Council of the City of Citrus Heights on November 14, 2019. This subdivision created 23 residential lots. In order to fund the long-term maintenance and replacement costs for the landscaping, masonry wall and walkway along Sunrise Boulevard, the development agreed to annex these areas into the city’s landscaping assessment district.

City staff determined that LMAD 98-02 contained similar features to what is included in the Wyatt Ranch Subdivision development. They both have similar landscaping adjacent to the roadways, masonry walls, walkways, irrigation system, etc.

Landscape Maintenance Assessment District (LMAD) 98-02, first created in 1998, is located west of Van Maren Lane and north of Oak Lakes Lane. This LMAD provides for the maintenance of certain areas within and adjacent to Unit Nos. 1, 2, 3, and 4 of the Sorensen Ranch development (see Exhibit B). There are 222 parcels in this district and all improvements are on public property. City performs/manages the maintenance for the LMAD using its own forces or those of contract providers.

On September 25, 2014, City Council approved the annexation of Zone 2 for LMAD 98-02 as certain areas within and adjacent to the Autumnwood Subdivision (See Exhibit C). There are 46 residential parcels in this district and all improvements are on public property. City performs/manages the maintenance for the LMAD using its own forces or those of contract providers.

On May 24, 2018, City Council approved the annexation of Zone 3 for LMAD 98-02 as certain areas within and adjacent to the Mariposa Creek Subdivision (See Exhibit D). There are 15 residential parcels in this district and all improvements are on public property. City performs/manages the maintenance for the LMAD using its own forces or those of contract providers.

LMAD 98-02 has historically been fully-funded and this annexation would create a separate zone (Zone 4) for the Wyatt Ranch Subdivision.

DISTRICT FINANCING / ASSESSMENT

The funding for Zone 4 will be from annual assessments levied on property within the zone, pursuant to the Landscaping and Lighting Act of 1972. The Summary Analysis for Zone 4 more completely describes the funding and is part of the engineer's report (See Exhibit E).

After the initial year of the formation of the assessment district, the City of Citrus Heights may be required to increase the assessment on each addressed parcel within the District to pay for increased costs of maintenance and replacement. The amount of the assessments authorized to be collected may be increased by a maximum of four percent (4%) annually.

AREA OF BENEFIT

The following sections provide detailed explanations and describe the area of benefit and the facilities to be maintained.

Zone 4 consists of twenty-three (23) residential lots, together known as the Wyatt Ranch Subdivision located on the west side of Sunrise Blvd, as shown on Exhibit A.

The development requires landscaping, masonry wall and walkways along Sunrise Boulevard. The developer and city agreed upon establishing a funding source to provide for ongoing maintenance of landscaping, sound walls, walkways and related appurtenances. These improvements are located along the east side of Lot 17 of the subdivision. A landscaping and wall maintenance easement will be granted to the city to allow city staff & crews access to maintain the facilities.

The facilities in Zone 4 include landscaping along the west side of Sunrise Boulevard. On-going maintenance of the landscaped areas require routine care of trees, shrubs and groundcover, including weed control, fertilization, mulch replacement, and litter removal. The pedestrian walkways require routine maintenance, including surface and structural maintenance and graffiti abatement. This includes replacement of the walkways in the next 40 years.

The facilities in Zone 4 also include a masonry wall along the west side of Sunrise Boulevard. The walls require routine maintenance, including surface and structural maintenance and graffiti abatement. This item includes replacement of the masonry wall, in the next 40 years.

Exhibit E contains a detailed listing of items to be maintained and estimated costs for annual maintenance and replacement of each of the items.

BOUNDARY DESCRIPTION

All that territory situated in City of Citrus Heights, County of Sacramento, State of California, shown on Exhibit A, Assessment District Diagram.

METHOD OF SPREAD

The method used to spread the assessments for each lot are the following:

Zone 4 consists of twenty-three (23) residential lots.

The costs of the improvements within Zone 4 are to be allocated as follows:

The assessment for each Assessor's Parcel is calculated by dividing the total, by the total number of residential lots within the subdivision. As follows: Annual cost/number of lots = Annual cost of \$9,224.30 divided by 23 lots = \$401.06 per lot per year. The above assessment is subject to an annual adjustment not to exceed 4% beginning with FY 2021-2022.

The development is scheduled for construction in 2020 so the initial assessment will be levied for Fiscal Year 2020/2021. The developer is required to maintain the landscaped areas and other features until the project is completed and the subdivision is accepted by the city.

As of the date of this report, the County of Sacramento Assessor's Office has not assigned assessor parcel numbers (APNs) for each lot and the city has not assigned addresses. As a result, the Assessment Roll (Exhibit F) references only lot numbers per the approved final map (Exhibit A).

SPECIAL BENEFIT

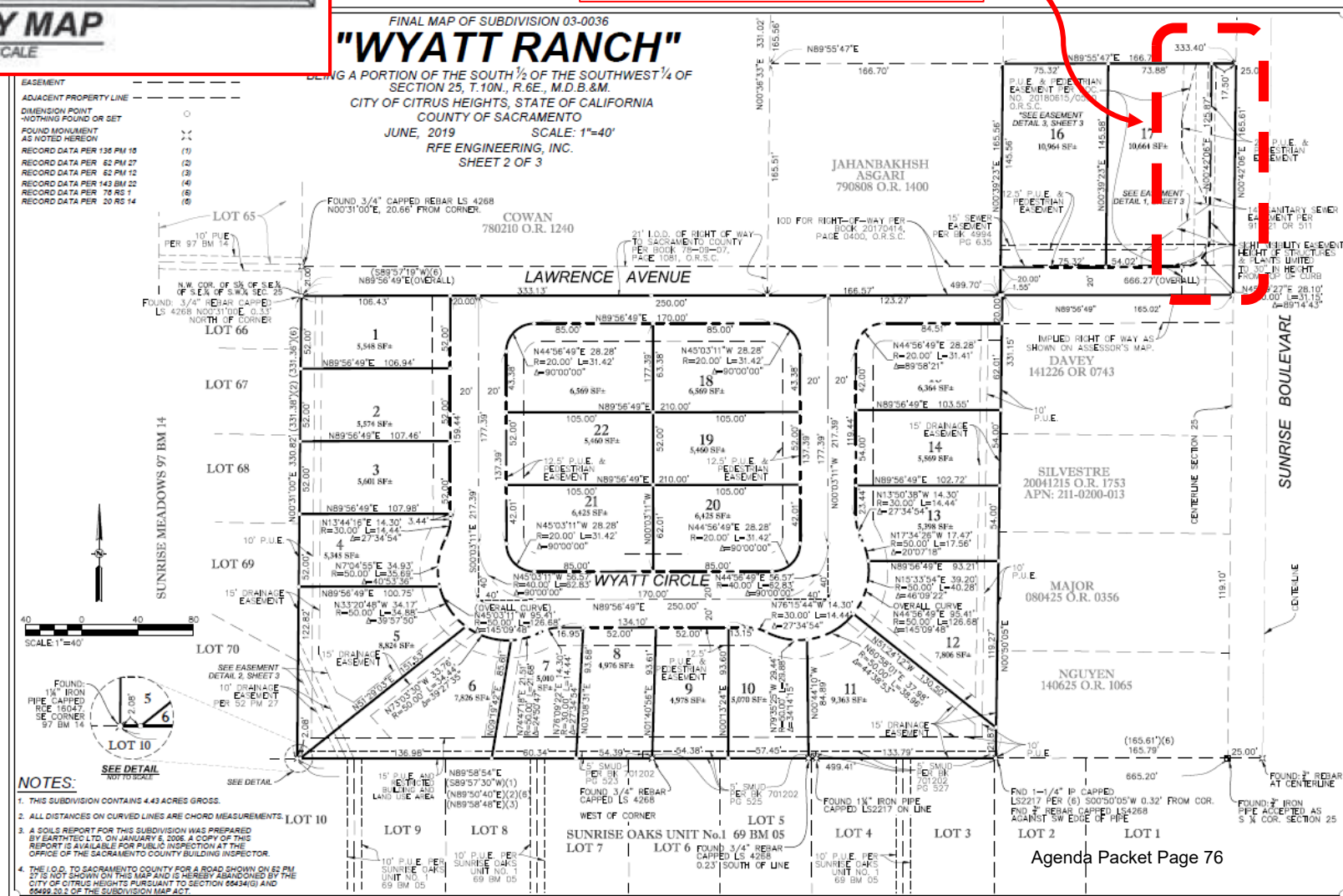
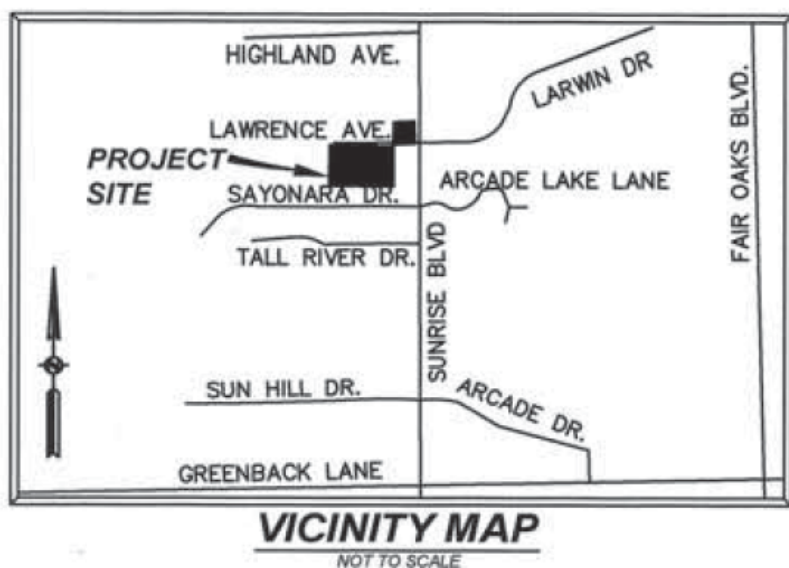
The proposed annexation of Zone 4 (Wyatt Ranch Subdivision) into LMAD 98-02 is being undertaken to maintain facilities within the Wyatt Ranch Subdivision. The facilities included within the Wyatt Ranch development and within the Zone 4 are facilities and improvements required for development of the property. The requirements mitigate specific impacts resulting from the development of the property. As such, the facilities within the assessment district provide special benefit to the properties within the Zones in which they are located. The facilities do not provide general benefit to the general public. Parcels in the district receive the primary, special benefits of the facilities being maintained in the district that are listed on Exhibit D. Accordingly, it is reasonable to assess all of the costs of the maintenance for these facilities to the district parcels, which specifically benefit from the facilities included in the district.

EXHIBITS

- EXHIBIT A:** **Vicinity Map & LMAD 98-02, Zone 4 Boundary
(Wyatt Ranch Subdivision – Final Map)**
- EXHIBIT B:** **Original LMAD 98-02 Boundary
(Sorenson Ranch)**
- EXHIBIT C:** **LMAD 98-02, Zone 2 Boundary (Autumnwood)**
- EXHIBIT D:** **LMAD 98-02, Zone 3 Boundary
(Mariposa Creek Subdivision – Final Map)**
- EXHIBIT E:** **Summary Analysis**
- EXHIBIT F:** **Assessment Roll**

LMAD 98-02, Zone 4 Wyatt Ranch Subdivision

Site: 6637 Sunrise Blvd
APN: 211-0200-011-0000



BOUNDARY MAP (Original LMAD 98-02) LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT 98-02

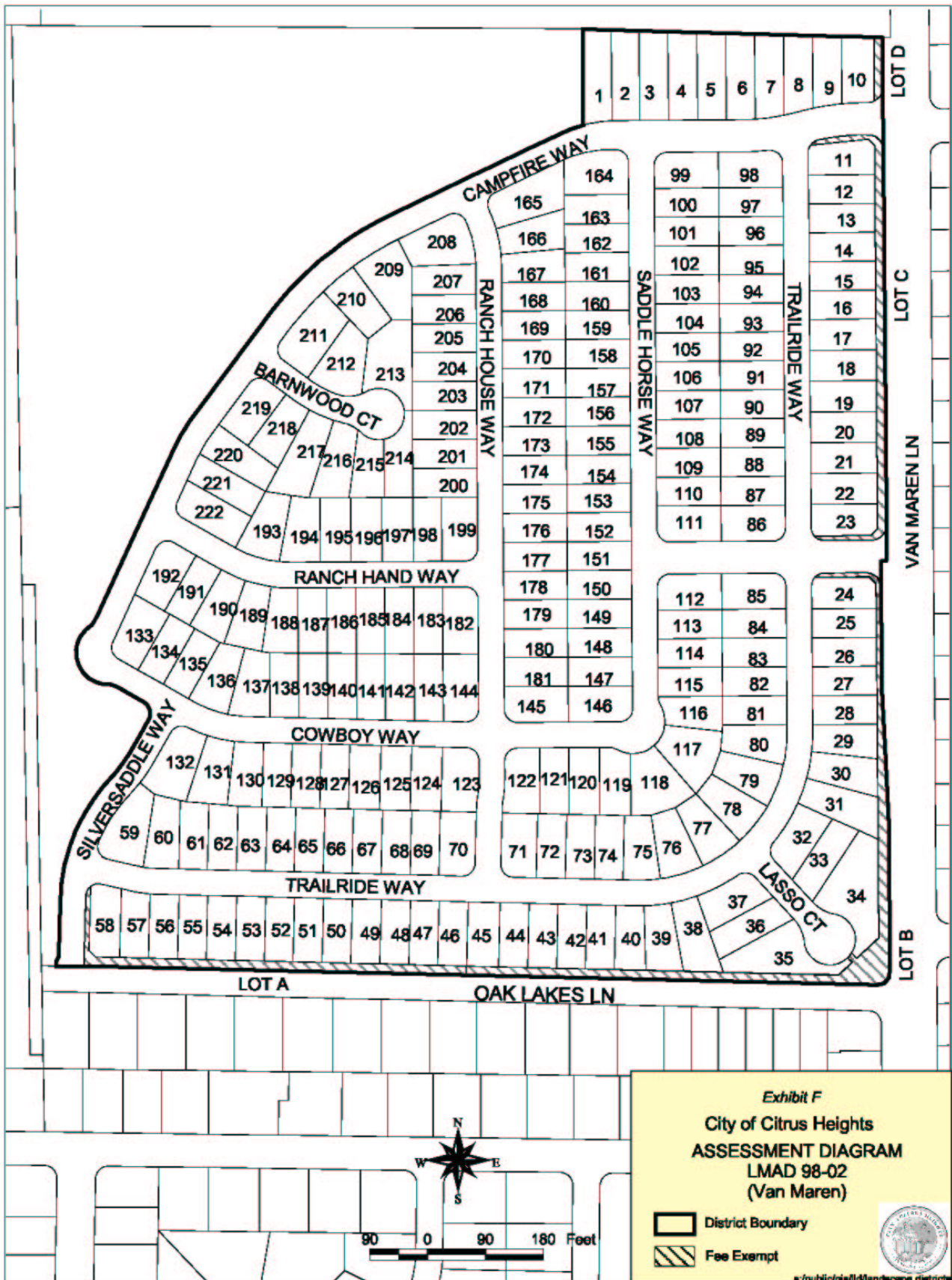


EXHIBIT C



LMAD 98-02, Zone 2 Autumnwood Subdivision

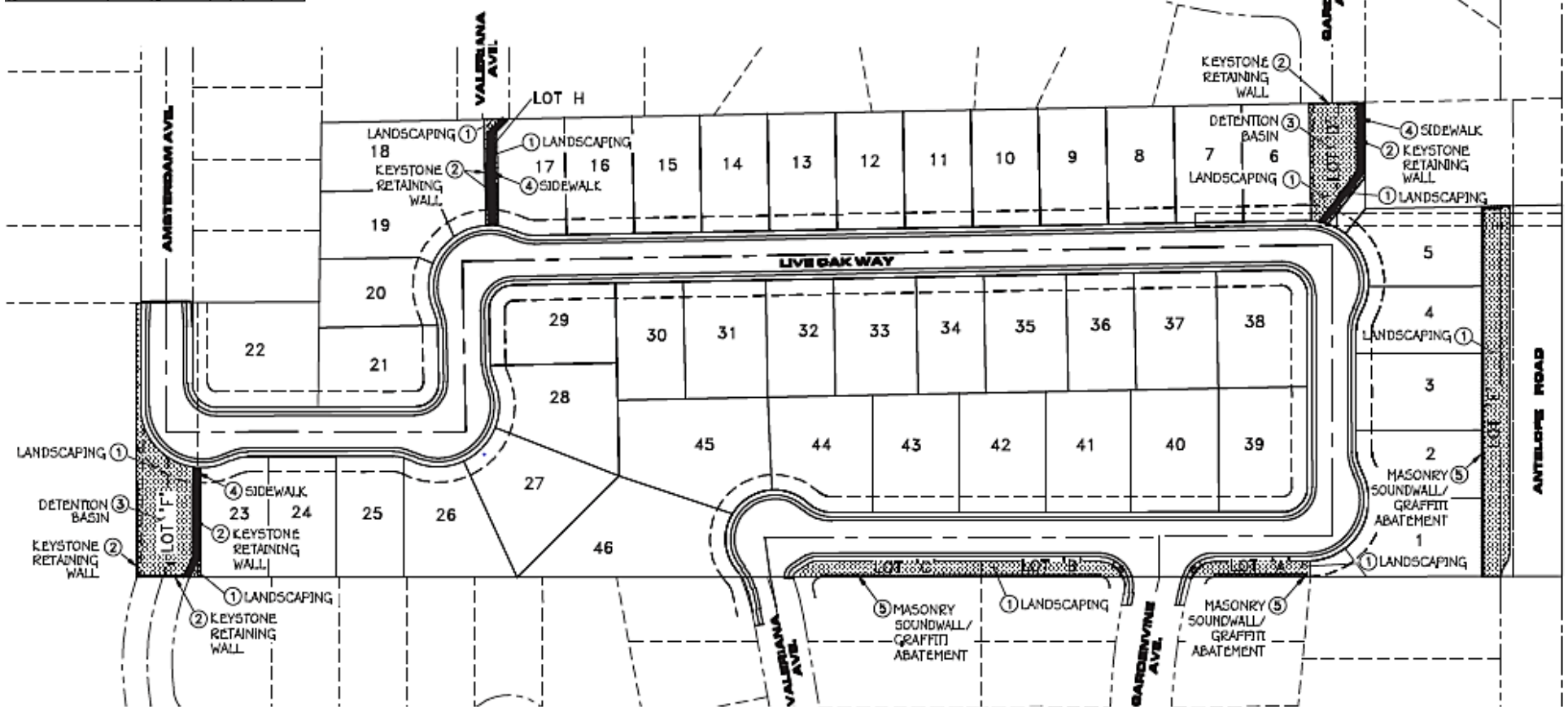


EXHIBIT D

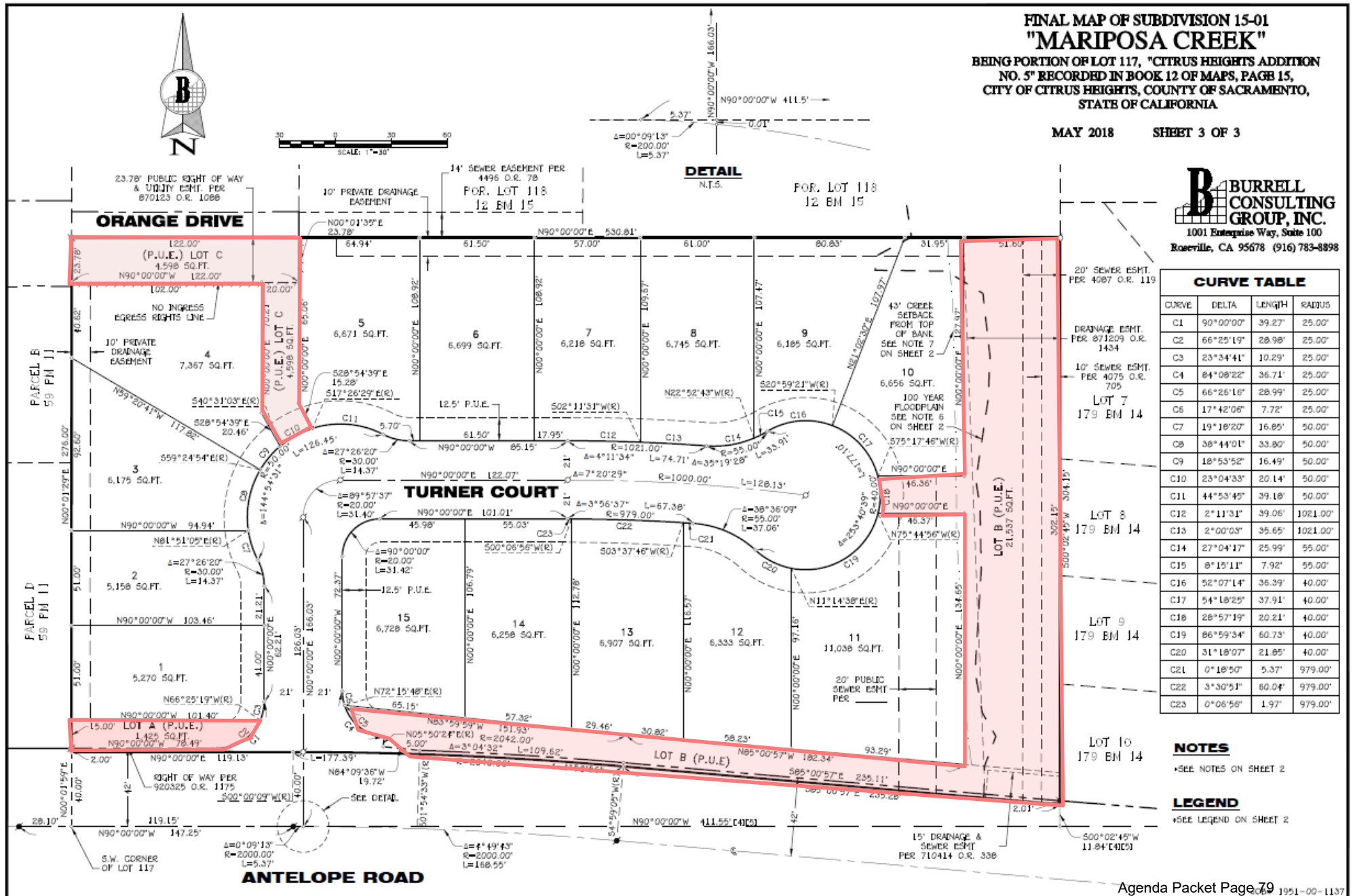


EXHIBIT E

Summary Analysis for LMAD 98-02, Zone 4 Wyatt Ranch Subdivision

Item Description	Qty	Units	Total Maintenance	Replacement Cost (40yr-life)	Replacement Cost Set-Aside per Year
7-ft Tall Masonry Wall	80	lf	\$80.00	\$21,481.00 *	\$537.03
Masonry Wall Graffiti Abatement	560	sf	\$56.00		
6-ft Wide Sidewalk	930	sf	\$279.00	\$14,983.00 *	\$374.58
Landscaping	2,820	sf	\$1,692.00	Total = \$911.60 *Notes: 40-Yr life, ave inflation rate 2.5%	
Utilities (water & electric)	1	ea	\$500.00		
Cost Allocation (Overhead)	1	lump sum	\$4,200.00		
Professional Services (County Admin)	1	lump sum	\$250.00		
Advertising	1	lump sum	\$500.00		
Total			\$7,557.00		

Total Annual Maintenance Cost = \$7,557.00
 Maintenance/Repair Reserve Set-Aside (10%) = \$755.70
 Replacement Cost Set-Aside = \$911.60
Total Annual Assessment = \$9,224.30
 Number of Parcels = 23
 Annual Assessment per Parcel = \$401.06

Notes:

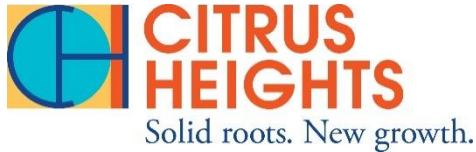
- 1) Cost Estimates are based on annual costs
- 2) Costs are based upon prevailing wage

ASSESSMENT DISTRICT 98-02, Zone 4**ASSESSMENT ROLL***Wyatt Ranch Subdivision, City of Citrus Heights**Final Subdivision Map titled:*

“FINAL MAP OF SUBDIVISION NO. 03-0036 ‘WYATT RANCH’ BEING A PORTION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 25, T.10N., R.6E., M.D.B.&M., CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA”

Dated November 2019 as prepared by RFE Engineering, Inc.

Lot Number	Street Number	Street Name	APN # (TBD)	ASSESSMENT (\$)
1	TBA	Wyatt Circle	TBD	\$ 401.06
2	TBA	Wyatt Circle	TBD	\$ 401.06
3	TBA	Wyatt Circle	TBD	\$ 401.06
4	TBA	Wyatt Circle	TBD	\$ 401.06
5	TBA	Wyatt Circle	TBD	\$ 401.06
6	TBA	Wyatt Circle	TBD	\$ 401.06
7	TBA	Wyatt Circle	TBD	\$ 401.06
8	TBA	Wyatt Circle	TBD	\$ 401.06
9	TBA	Wyatt Circle	TBD	\$ 401.06
10	TBA	Wyatt Circle	TBD	\$ 401.06
11	TBA	Wyatt Circle	TBD	\$ 401.06
12	TBA	Wyatt Circle	TBD	\$ 401.06
13	TBA	Wyatt Circle	TBD	\$ 401.06
14	TBA	Wyatt Circle	TBD	\$ 401.06
15	TBA	Wyatt Circle	TBD	\$ 401.06
16	TBA	Wyatt Circle	TBD	\$ 401.06
17	TBA	Wyatt Circle	TBD	\$ 401.06
18	TBA	Wyatt Circle	TBD	\$ 401.06
19	TBA	Wyatt Circle	TBD	\$ 401.06
20	TBA	Wyatt Circle	TBD	\$ 401.06
21	TBA	Wyatt Circle	TBD	\$ 401.06
22	TBA	Wyatt Circle	TBD	\$ 401.06
23	TBA	Wyatt Circle	TBD	\$ 401.06



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: November 14, 2019

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

FROM: Colleen McDuffee, Community Development Director
Casey Kempenaar, Planning Manager
Alison Bermudez, Associate Planner

SUBJECT: **6400 Sunrise Boulevard – Pizza Hut**
Request for Letter of Public Convenience and Necessity (PCN19-03)

Summary and Recommendation

A Letter of Public Convenience and Necessity (PCN) offers the City Council the ability to approve or deny alcohol license applications when the existing number of licenses within an area exceeds the standards established by the Department of Alcoholic Beverage Control (ABC). The current request is to grant a Type 20 alcohol license (off-sale beer/wine) to Pizza Hut located at 6400 Sunrise Boulevard, Suite B.

Motion 1: Move to approve the Letter of Public Convenience and Necessity to allow the issuance of a Type 20 alcohol license to Pizza Hut located at 6400 Sunrise Boulevard, Suite B.

Fiscal Impact

There is no fiscal impact associated with this action.

Background and Analysis

Letter of Public Convenience and Necessity

ABC requires an applicant to obtain a letter of “public convenience and necessity” from the affected jurisdiction (the City of Citrus Heights) because the area is deemed “over concentrated” by ABC standards. Over concentration is based on the number of existing licenses within each census tract with a maximum number assigned per tract. The applicant is required to obtain a “letter of public convenience” from the City Council because the number of alcohol licenses in the area exceeds ABC’s standards. As part of their request, the applicant is required to demonstrate the alcohol license request would serve the public’s convenience and necessity.

Chapter 6 of the Citrus Heights Municipal Code regulates the issuance of “letters of public convenience”. The Chapter outlines a process by which a variety of departments and agencies review applications for “letters of public convenience”. Department review is related to current and past problems at the location, including criminal activity, building code violations, business license renewal, zoning approval, health violations, zoning enforcement, and complaints to the ABC. Each department reviews the application and can recommend denial of the application based on problems with the site.

The City Council is not obligated to approve the license request even if the business has not violated any department’s provisions. While Chapter 6 contains standards for reviewing departments to recommend denial of an application of this type, it does not contain any standards for approving such applications and determining that the “public convenience and necessity” standard is met. There are no criteria for spacing of these uses or other limitations found within the Code. The Council has the full discretion to approve or deny the “letter of public convenience” request.

The Application

Pizza Hut is an existing take-out/delivery restaurant located within a retail center on the east side of Sunrise Boulevard, just north of Arcadia Drive. The center is zoned Shopping Center (SC) and has a General Plan designation of General Commercial (GC). These land use designations are appropriate for retail sales.

Pizza Hut Restaurant is requesting the issuance of a Type 20 alcohol license (off-sale beer/wine) to allow beer to be sold in conjunction with a food delivery or pick-up order (Attachment 1). While Pizza Hut is thought of as a restaurant and alcohol licenses for restaurants typically do not require city approval, this application is unique in that ABC will license the location the same as a retail store. This determination is based upon the fact that Pizza Hut will only be selling packaged beer for consumption off-site, the restaurant does not have dine-in services (refer to floor plan Attachment 2). While Pizza Hut will be licensed as a retail store, which technically would allow someone to purchase only alcohol, it is unlikely that Pizza Hut will be a destination stop due to their pricing. Pizza Hut’s product will be priced for convenience and not a price point which would be economically attractive for purchasing only beer.

ABC allows retailers to sell alcohol through delivery platforms. Alcohol delivery is currently available from other retailers in the area such as 7-Eleven, Bev Mo and Round Table Pizza. ABC requires ID verification at the front door, the same as if the customer was in the retail store. Alcohol may only be handed to a person meeting the minimum age requirement of 21 and with a valid ID. Upon checking ID the driver completes a delivery form (Attachment 3) and requires both the person showing the ID and the driver signatures. If a driver cannot deliver the beer (i.e. person accepting order is under age) the driver must fill out a refusal report (Attachment 4). Pizza Hut maintains all documentation for the two year period as required by ABC.

Letter of Public Convenience and Necessity Analysis

Based upon the population of Census Tract 81.20, ABC has determined that three licenses would be allowed without a PCN. As shown on Attachment 5, the census tract currently has five active retail licenses. Easter's which was recently approved, will be number six. Two licenses are within Citrus Towne Center and two are located in nearby Copperwood Square. There are no retail licenses within the same center as Pizza Hut.

As required by Chapter 6 of the Municipal Code, the Police Department was notified of the request. The Police Department reviewed the project including the site design and lighting. Calls for service were analyzed and as outlined in Attachment 6, the Police Department found these areas of review to be adequately addressed. The Police Department does not object to the issuance of the Letter of Public Convenience for this location.

As part of the city's outreach program staff informed the Sunrise Oaks Neighborhood Association (#9) of the request for a Letter of Public Convenience and Necessity. As of the writing of this report no response has been received from the neighborhood association or any other party.

Staff believes that the issuance of the Type 20 to Pizza Hut will serve as a convenience to consumers either picking-up food orders or receiving food delivery and that Pizza Hut will not be a destination stop for alcohol only purchases. Staff recommends approval of the Letter of Public Convenience and Necessity for the Type 20 alcohol license at 6400 Sunrise Boulevard, Suite B.

Attachments:

1. Application information
2. Floor Plan
3. Delivery Form/ID Verification
4. Driver Refusal Form
5. Surrounding Licenses Map
6. Police Department Report

Citrus Heights City Council
6237 Fountain Square Dr.
Citrus Heights, CA 95621

September 4, 2019

RE: Response to ABC 245 Public Convenience or Necessity. Statement of Justification

We have applied for a Type 20 ABC License in order to deliver beer from our Pizza Hut located at 6400 Sunrise Blvd., Ste. B Citrus Heights, CA 95610

- There will not be any consumption of beer on the premises. No live entertainment, recorded music, amusement devices, patron dancing etc.
- Hours of operations Sun-Thur 9:30am to 11pm Fri & Sat 9:30am to 12mid.
- Sell pizza, wings, pasta, deserts and soda. Menu included.
- Our POS equipment has a program which will not dispatch a Driver to make a delivery that is under the age of 21.
- We have extensive training of our Team Members on proper procedures delivering beer which includes documentation requirements from Customer showing ID, documentation requirements when Drivers refuse to deliver beer, keeping all beer sales records for two years, handling intoxicated persons, proper delivery storage bags for beer etc.. Training materials included.
- Not a destination for beer purchases. We sell pizza, wings and pasta. The availability of beer is a convenience. Beer sales are estimated to account for about 2% or less of total sales. Population group from which the clientele will draw are local residences/community. As previously stated we have extensive training surrounding beer sales to ensure our clientele, community and team members are safe. These incremental sales will add local tax dollars to the city.

I appreciate your interest in the matter. Please contact me if you have questions/inquiries.

Bruce McKinnon
Director of Business Operations
Gelt Holdings Inc.
220 Porter Drive Ste. 100 San Ramon, CA 94583
925-314-4233 office
916-847-5467 cell
bmckinnon@pacpizza.com

Common Questions

Question 1: An adult enters the restaurant and places a delivery order which includes beer. When the order is delivered to the home or business and someone else receives the order, should the beer be delivered?

Question 2: A parent places an order (which includes beer) for delivery. Upon delivery the children have the money and the parent's ID. Do we deliver the beer?

*Answer to Question 1 & 2: You follow the same principles for checking ID for beer purchases for delivery orders as you would for dine-in orders. Refer to the Delivery Drivers section of the 'Beer Pilot CA' file and it explains 'before the Driver hands over the beer' the Driver must check the person's ID to ensure they are 21 or older. So whether a parent pays for the order in the store to be delivered later or a child answers the door when the delivery arrives it is the ID of the person the Driver hands over the beer that the Driver must verify. **You check the ID of the person you are handing over the beer.** In addition the Driver fills out the form by documenting their name and signature in addition the Driver documents the customer's name, ID type and customer's signature. And by 'customer' I'm referring to the person you hand over the beer whether there is another name on the guest check, another person called in the order or another person handing over the money.*

Question 3: When making a delivery (which includes beer) the person paying (for whatever reason) does not have ID, can the person provide a picture ID like a college picture ID?

Answer to Question 3: A simple picture ID does not qualify as the proper ID to verify if someone is 21 or older. The proper ID includes the following:

- *Must be issued by a government agency (federal, state, city or county).*
- *ID must include Name; Date of Birth; Description (sex, hair, eye, weight, and height); Photograph; and Currently Valid.*

Question 4: If Driver returns from a delivery without filling out the beer delivery form and/or does not obtain signature. Can the Driver return to the delivery location and obtain the missing information?

*Answer to Question 4: There are no exceptions to not filling out the beer delivery form at the time of the delivery. If the Driver forgets the form or does not fill out the form the beer is not delivered. **Completing the form at the time of the delivering the beer is non-negotiable.***

Question 5: Can Team Members that are not working order beer to be delivered?

Answer to Question 5: Yes, but there is no employee discount on beer. It is against the law to discount/coupon off alcohol. Follow the same procedures for checking identification and filling out the beer delivery form for Team Members.

Question 6: If a customer is given a future credit and their next order includes beer can they use the future credit against the cost of the beer?

*Answer to Question 6: **No alcohol can be discounted in any form whether a manual discount, employee discount, coupon or future credit.** It is programmed in the SUS not to apply any discounts on alcohol. Even if you have a \$20 future credit in the system for a customer the SUS will not allow you to apply the credit toward the purchase of beer. I want to make it crystal clear that it is against Alcoholic Beverage Control (ABC) regulation to discount alcohol.*



Dear Pizza Hut Customer,

In order for us to provide at home alcohol delivery service, we are required by California State Law (Pursuant to Rule 17(e) CCR) to complete the Record of Delivery form in its entirety. This requires our delivery drivers to check, validate, and record information from your ID. This information is required to be retained by Pizza Hut for at least 2 years. Thereafter, this information will be destroyed. Thank you!

-Pizza Hut

Beer Delivery Service Training

I _____ certify I was trained on Beer Delivery
service on _____ by _____ and
that I will follow all Beer Delivery Service policies and
procedures.

Trainee Print

Signature

Date

Trainer Print

Signature

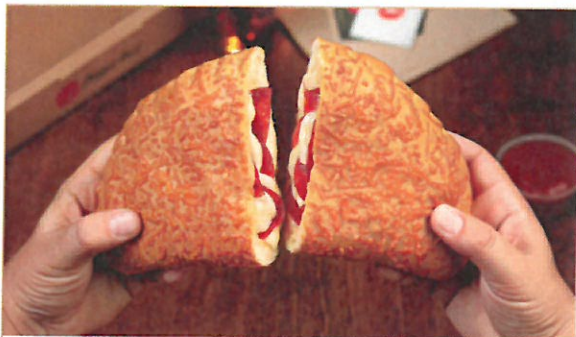
Date



SIGNATURE PIZZAS

Enjoy them on any of our crust types (ADDITIONAL CHARGE FOR ORIGINAL PAN® AND ORIGINAL STUFFED CRUST®). (Cal/Slice) 8 slices per Medium & Large pizzas. Calorie range is based on crust types.

CHEESE M 190-250 L 260-360 Cal/Slice	\$13.99 \$15.99
PEPPERONI M 210-250 L 280-370 Cal/Slice	\$15.74 \$18.24
MEAT LOVER'S® M 260-320 L 370-470 Cal/Slice Pepperoni, Italian sausage, ham, bacon, seasoned pork, and beef.	\$18.99 \$21.99
PEPPERONI LOVER'S® M 260-300 L 350-440 Cal/Slice 50% more pepperoni.	\$18.99 \$21.99
SUPREME M 220-270 L 300-400 Cal/Slice Pepperoni, seasoned pork, beef, mushrooms, green bell peppers, and red onions.	\$18.99 \$21.99
SUPER SUPREME M 270-320 L 300-460 Cal/Slice Pepperoni, ham, beef, seasoned pork, Italian sausage, red onions, mushrooms, green bell peppers, and black olives.	\$19.99 \$22.99
BUFFALO CHICKEN M 190-240 L 250-350 Cal/Slice Grilled chicken, banana peppers, and red onions. With Buffalo sauce.	\$18.99 \$21.99
BACKYARD BBQ CHICKEN M 210-270 L 280-380 Cal/Slice Grilled chicken, bacon, and red onions. With barbeque sauce.	\$18.99 \$21.99
VEGGIE LOVER'S® M 180-230 L 240-330 Cal/Slice Mushrooms, red onions, green bell peppers, diced Roma tomatoes, and black olives.	\$18.99 \$21.99
HAWAIIAN CHICKEN M 180-240 L 250-350 Cal/Slice Grilled chicken, ham, pineapple, and green bell peppers.	\$18.99 \$21.99



P'ZONE

Savory pizza toppings and melted cheese sealed inside a folded, pizza crust. Finished with toasted Parmesan and baked calzone style. Served with marinara dipping sauce.

PEPPERONI 970 Cal Pepperoni and melted cheese.	\$5.99
MEATY 1150 Cal Pepperoni, ham, beef, pork, Italian sausage, and melted cheese.	\$6.99
SUPREMO 980 Cal Italian sausage, green pepper, red onion, and melted cheese.	\$6.99

CREATE YOUR OWN

SELECT SIZE	
LARGE (L)	\$15.99 14" Cheese 8 Slices
MEDIUM (M)	\$13.99 12" Cheese 8 Slices
PERSONAL PAN PIZZA® (P)	\$6.49 6" 3 Toppings (Recipes \$2 More) 4 Slices

CHOOSE A CRUST	
ORIGINAL PAN®	M 160 \$1.00 MORE L 230 Cal \$2.00 MORE
HAND TOSSED	M 120 L 173 Cal
THIN 'N CRISPY®	M 100 L 130 Cal
ORIGINAL STUFFED CRUST®	L 233 Cal \$3.00 MORE
PERSONAL PAN PIZZA®	P 100 Cal

CHOOSE A SAUCE	
CLASSIC MARINARA	Add 5-10 Cal
CREAMY GARLIC PARMESAN	Add 20-30 Cal
BARBEQUE	Add 5-20 Cal
BUFFALO	Add 0-10 Cal

ADD CHEESE	
CHEESE WITH TOPPINGS	Add 30-80 Cal
CHEESE ONLY	Add 50-130 Cal
EXTRA CHEESE	Add 15-50 Cal \$2.25 MORE

ADD TOPPINGS	
PEPPERONI	Add 25-60 Cal
BACON	Add 15-40 Cal
BEEF	Add 50-80 Cal
GRILLED CHICKEN	Add 15-30 Cal
HAM	Add 5-15 Cal
ITALIAN SAUSAGE	Add 50-90 Cal
MEATBALL	Add 35-60 Cal
SEASONED PORK	Add 45-80 Cal
BANANA PEPPERS	Add 0 Cal
BLACK OLIVES	Add 5-20 Cal
DICED ROMA TOMATOES	Add 0 Cal
GREEN BELL PEPPERS	Add 0 Cal
MUSHROOMS	Add 0 Cal
PINEAPPLE	Add 0-15 Cal
RED ONIONS	Add 0-10 Cal
ROASTED SPINACH	Add 10 Cal
SLICED JALAPEÑOS	Add 0 Cal

CRUST FINISHERS	
HUT FAVORITE	Add 10-15 Cal
TOASTED PARMESAN	Add 10 Cal
GARLIC BUTTERY BLEND	Add 5-10 Cal

CALORIES BASED ON PIZZA SIZE (CAL/SLICE). EACH TOPPING IS **\$1.75 MORE** FOR A MEDIUM AND **\$2.25 MORE** FOR A LARGE. CALORIES ARE BASED ON 1-TOPPING AMOUNT AND PIZZA SIZE (CAL/SLICE).

2,000 calories a day is used for general nutritional advice, but calorie needs vary. Additional nutritional information available upon request.

*WHILE PIZZA HUT® IS PROUD TO OFFER PIZZAS MADE WITH UNUS® GLUTEN-FREE CRUST, PIZZA HUT KITCHENS ARE NOT GLUTEN-FREE ENVIRONMENTS. DUE TO THE NATURE OF OUR MENU ITEMS, VARIATIONS IN VENDOR-SUPPLIED INGREDIENTS, AND THE USE OF SHARED COOKING AND PREPARATION AREAS, WE CANNOT ASSURE YOU THAT OUR RESTAURANT ENVIRONMENT OR ANY MENU ITEM WILL BE COMPLETELY FREE OF GLUTEN. Select ingredients may contain gluten, refer to the online allergen tool at PizzaHut.com/Nutrition for more information. UNUS is a registered trademark of GFA Brands, Inc. used under license. Product availability, combination of discounts and specials, prices, participation, delivery areas and charges, and minimum purchase requirements for delivery may vary. The Pizza Hut name, logos, and related marks are trademarks of Pizza Hut, LLC. © 2019 Pizza Hut, LLC. FF1220427-4/19



PASTA

FULL PAN

Serves 2 and includes 5 breadsticks.

\$10.49

FAMILY-SIZE

2 pans, serves 4 and includes 5 breadsticks.

\$15.49

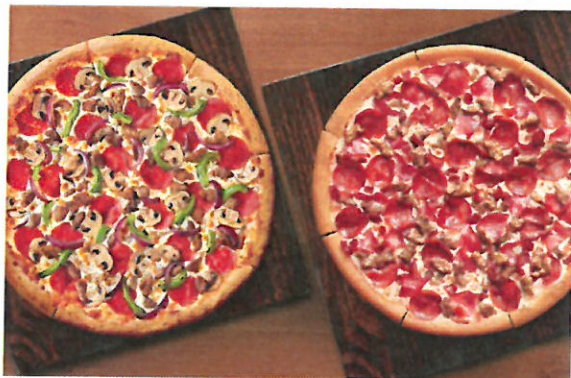
CHOOSE FROM

CREAMY CHICKEN ALFREDO

950 Cal/Pan
Grilled chicken and rotini oven-baked in our Alfredo sauce.

MEATY MARINARA

850 Cal/Pan
Italian-seasoned meat sauce and rotini topped with cheese and then oven-baked.



APPETIZERS

BREADSTICKS

140 Cal/Stick
Served with marinara dipping sauce.

5 for \$7.49

CHEESE STICKS

150 Cal/Stick
Served with marinara dipping sauce.

5 for \$8.49

STUFFED GARLIC KNOTS

80 Cal/Knot
Filled with melted cheese and served with marinara dipping sauce.

10 for \$7.99

DIPS

Ranch 210 Cal
Blue Cheese 220 Cal
Marinara 45 Cal

.75¢ each

DRINKS

20 oz. 0-290 Cal

\$1.99

2-Liter 0-950 Cal

\$3.49

BEER DELIVERY AVAILABLE AT SELECT LOCATIONS

WE PROUDLY SERVE PEPSI® PRODUCTS



DESSERTS

CINNABON® MINI ROLLS

80 Cal/Roll (10 Rolls)

\$5.99

ULTIMATE HERSHEY'S CHOCOLATE CHIP COOKIE

200 Cal/Slice (8 Slices)

\$6.99

HERSHEY'S TRIPLE CHOCOLATE BROWNIE

260 Cal/Square (9 Squares)

\$7.49

CINNAMON STICKS

80 Cal/Stick (10 Sticks)
180 Cal/Icing Dipping Sauce

10 for \$6.99



BONE-OUT | 80 Cal/Wing

Breaded Tender All-White Meat Chicken

8 16 24 48

\$8.99 \$15.99 \$23.99 \$46.99

TRADITIONAL | 80 Cal/Wing

Our Largest Traditional Bone-In Wings Ever

6 12 18 36

\$9.49 \$17.99 \$24.99 \$47.99

KITCHEN FRIED, NOT OVEN DRIED.

Calories vary depending on wing type (Bone-Out | Traditional).

AWESOME SAUCES

GARLIC PARMESAN
HONEY BBQ
HAWAIIAN TERIYAKI

♦♦ BUFFALO MILD
♦♦ SPICY GARLIC
♦♦♦ BUFFALO MEDIUM
♦♦♦♦ BUFFALO BURNIN' HOT

Add 45 | 60 Cal/Wing
Add 20 | 25 Cal/Wing
Add 15 Cal/Wing
Add 15 | 20 Cal/Wing
Add 30 | 40 Cal/Wing
Add 15 | 20 Cal/Wing
Add 15 | 20 Cal/Wing

DRY RUBS

♦ LEMON PEPPER
♦ CAJUN-STYLE

Add 0 Cal/Wing
Add 0 Cal/Wing



2,000 calories a day is used for general nutritional advice, but calorie needs vary. Additional nutritional information available upon request.

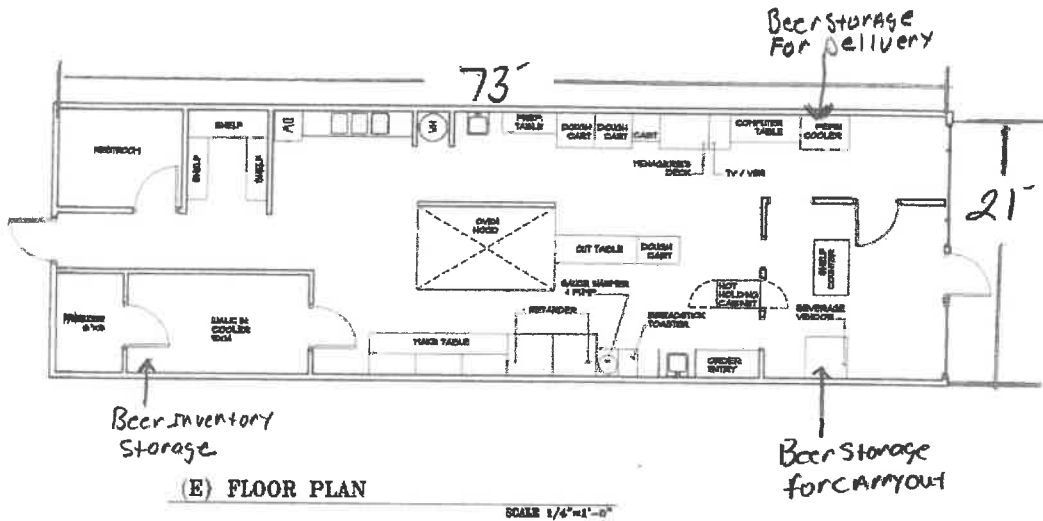
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Department of Alcoholic Beverage Control

State of California
Gavin Newsom, Governor**LICENSED PREMISES DIAGRAM (RETAIL)**

1. APPLICANT NAME (If individual: Last, first, middle) Gelt Holdings, Inc	2. LICENSE TYPE 20
3. PREMISES ADDRESS (Street number and name, city, zip code) 2 6400-B Sunrise Blvd, Citrus Heights, CA 95610	4. NEAREST CROSS STREET Arcadia Drive

The diagram below is a true and correct description of the entrances, exits, interior walls and exterior boundaries of the premises to be licensed, including dimensions and identification of each room (i.e., "storeroom", "office", etc.).

DIAGRAM

It is hereby declared that the above-described boundaries, entrances and planned operation as indicated on the reverse side, will not be changed without first notifying and securing prior written approval of the Department of Alcoholic Beverage Control. I declare under penalty of perjury that the foregoing is true and correct.

APPLICANT SIGNATURE (Only one signature required)

DATE SIGNED

CERTIFIED CORRECT (Signature)

PRINTED NAME

INSPECTION DATE

FOR ABC USE ONLY

ABC-257 (01/19)

Staple Receipt Here

**CA Department of Alcohol Beverage Headquarters:
3927 Lennane Drive, Suite 100
Sacramento, CA 95834**

Pursuant to Rule 17(e) CCR, a retail licensee permitted to deliver spirituous liquor shall make a record of delivery as required

1. **Business Name:** Pizza Hut

2. See attached receipt for the following:

- **Business Address**
- **Date & Time of Delivery**
- **Address of Delivery**
- **Type & Quantity of Beer Delivered**
- **Price**

3. **Proof of beer delivered (circle the correct type)**

Coors
4.2% ABV (8.4 Proof)

Miller Highlife
4.6% ABV (9.2 Proof)

Blue Moon
5.4% ABV (10.8 Proof)

Corona
4.6% ABV (9.2 Proof)

Bud Light
4.2% ABV (8.4 Proof)

Stella Artois
5% (10 Proof)

4. **Name & Signature of the person making the delivery:**

Name

Signature

5. **Name, Signature, & ID of the person accepting the delivery:**

Name

Signature

ID Type

This record of delivery shall be retained according to Rule 17(e) CRR

**Sede del CA Department of Alcohol Beverage:
3927 Lennane Drive, Suite 100
Sacramento, CA 95834**

De _____ conformidad con _____ la Regla 17 _____ (e) _____ CCR, un Al _____ por
menor concesionario permitido a entregar espírituoso espíritu deberá hacer un grabar de entrega como necesario

1. **Nombre del Negocio:** Pizza Hut
2. **Vea el recibo adjunto para lo siguiente:**

- Dirección de Negocios
- Dirección de entrega
- Fecha y hora de entrega
- Tipo y cantidad de cerveza entregada
- Precio

3. **Prueba de cerveza entregada (circule el tipo correcto)**

Coors
4.2% ABV (8.4 Prueba)

Miller Highlife
4.6% ABV (9.2 Prueba)

Luna azul
5.4% ABV (10.8 Prueba)

Corona
4.6% ABV (9.2 Prueba)

Bud Light
4.2% ABV (8.4 Prueba)

Stella Artois
5% (10 de prueba)

4. **Nombre y firma de la persona que realiza la entrega:**

Nombre

5. **Nombre, firma e ID de la persona que acepta la entrega:**

Nombre

tipo de identificación

Este registro de entrega se conservará de acuerdo con la Regla 17 (e) CRR

DELIVERY REFUSAL REPORT
CA Department of Alcohol Beverage Headquarters:
3927 Lennane Drive, Suite 100
Sacramento, CA 95834

Date of the report:

Date/Time of incident:

Name, address and phone number of Restaurant:

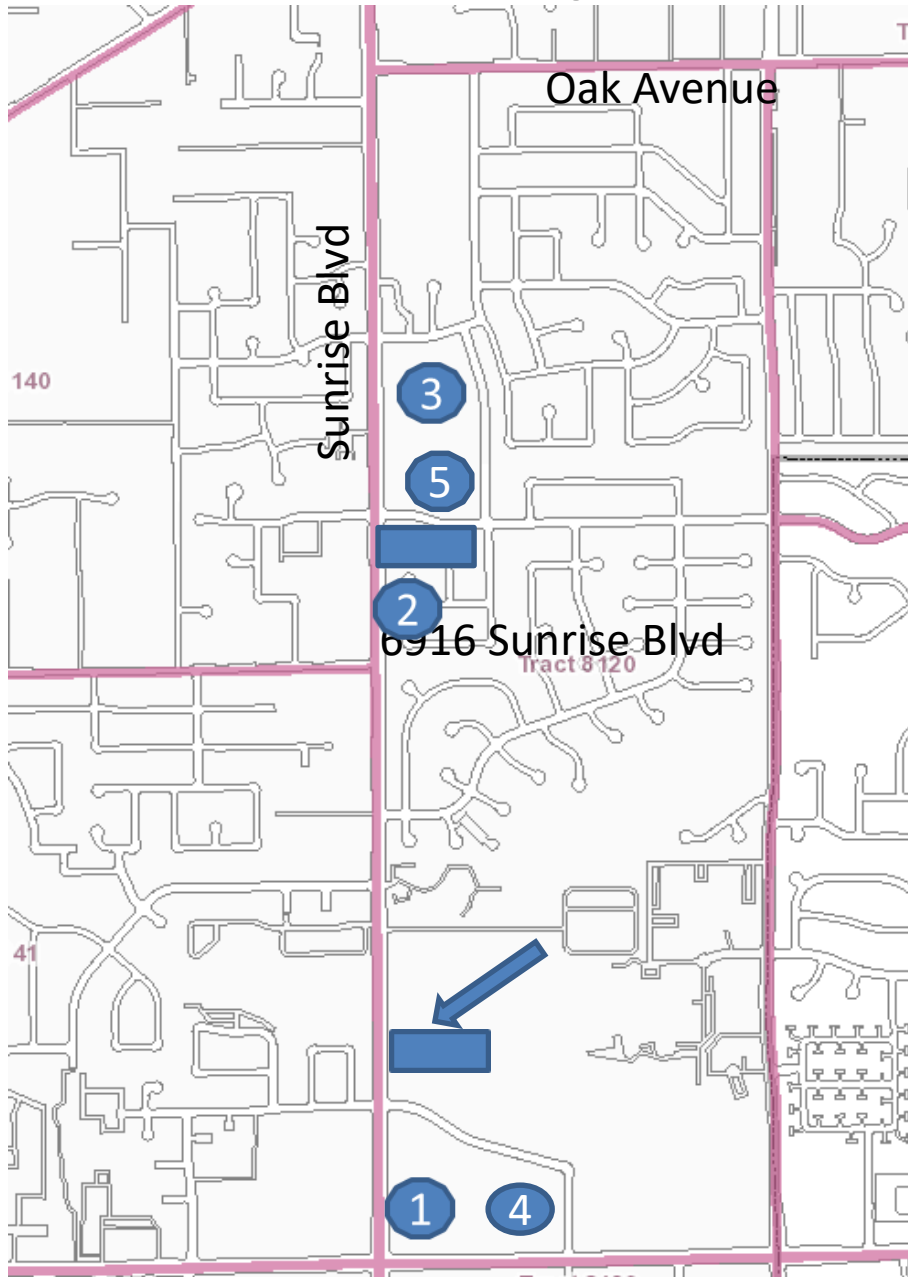
Name of customer:

Delivery address:

Name of Delivery Driver who refused to deliver:

Brief description as to why the alcohol was not delivered:

Census Tract Map – 81.20 Attachment 5



Active Off-Sale Locations within 81.20 Census Tract

1	Beverages & More	7929 Greenback Lane	Beer/Wine/Spirits
2	7-11	6882 Sunrise Blvd	Beer/Wine
3	Food Maxx	6982 Sunrise Blvd	Beer/Wine
4	Sprouts	7905 Greenback Lane	Beer/Wine
5	Tony's Liquor	6968 Sunrise Blvd	Beer/Wine/Spirits



Citrus Heights Police Department

6315 Fountain Square Drive | Citrus Heights, CA 95621 | (916) 727-5500

Ronald A. Lawrence, Chief of Police

DATE: 10/04/2019

TO: Alison Bermudez
City of Citrus Heights Planning Division

FROM: James Evans
Sergeant – Special Operations Unit

SUBJECT: Pizza Hut – 6400 Sunrise Blvd, Ste B: Type 20 Liquor License Application

The Citrus Heights Police Department has conducted a review of the proposed beer and wine license for Pizza Hut located at 6400 Sunrise Blvd Ste. B. The review process consisted of an analysis of businesses with similar licenses and operational procedures of Pizza Hut. Calls for service in and around this area were also analyzed.

The inspection process included a review of businesses in close proximity and found numerous to include:

- 7 Eleven
- Circle K
- Pastor Auto Care
- Food Max

All locations have active Type 20 licenses, according to the ABC website. There are no indications of issues related to handling procedures of alcohol or the license itself at these locations.

An analysis was conducted of calls for service to 6400 Sunrise Blvd. There did not appear to be any notable trends, and actually has a below-average number of calls to the location when compared to other similar businesses in Citrus Heights.

The Department does not believe that an alcohol license at this location, which will be utilized primarily by food delivery/pick-up customers, will be an impact to the police department or to the surrounding neighborhood. At this time, the Citrus Heights Police Department does not object to the approval of a beer and wine license for Pizza Hut located at 6400 Sunrise Blvd.



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT

MEMORANDUM

DATE: November 14, 2019

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

FROM: Stuart Hodgkins, City Engineer
Ardelyn Flores, Associate Civil Engineer

SUBJECT: **Approval of the Final Subdivision Map and Subdivision Improvement Agreement for Wyatt Ranch Subdivision**

Summary and Recommendation

On May 27, 2015, the Planning Commission approved the Tentative Map for the Wyatt Ranch Subdivision submitted by Mark H. Swinger and Dawn E. Swinger, (Developer). The development consists of seven existing parcels (total 4.08 acres) and is located on the west side of Sunrise Boulevard at Lawrence Avenue. The subdivision map creates 23 single-family residential lots.

The City Engineer reviewed the tentative map approval documents, the final subdivision map (Attachment A), subdivision improvement agreement with bonds (Attachment B) and found the final subdivision map to be technically correct and in substantial compliance with the conditionally approved tentative map.

Staff recommends the City Council approve Resolution No. 2019-____ a Resolution of the City Council of the City of Citrus Heights, California, Approving the Final Subdivision Map and Subdivision Improvement Agreement for Wyatt Ranch Subdivision.

Fiscal Impact

There is no fiscal impact associated with this item. The Wyatt Ranch subdivision will annex into a city Landscape Maintenance Assessment District (LMAD) to maintain the landscaping, irrigation, masonry wall and pedestrian pathways proposed in a landscaping easement along Sunrise Boulevard. The estimated total annual costs for maintenance and replacement reserve is \$7,557.00 (\$401.06 per lot per year for 23 residential lots). The annexation process has been initiated. The initial assessment will be levied for Fiscal Year 20/21. The owner of record at the time the tax bill is issued will be responsible for payment of the assessment.

Background and Analysis

Mapping Requirements

Per the Subdivision Map Act, a subdivision map is required for real property subdivisions creating five or more parcels, while a parcel map is required for subdivisions creating four or fewer parcels. Tentative maps are required for either process, but may be waived in certain instances.

In Citrus Heights, the Planning Commission is the hearing body that reviews and approves tentative maps. The Planning Commission has the option of approving the tentative map, approving the tentative map with conditions, or they can make findings and deny approval. After the tentative map is approved, the Developer must construct subdivision improvements and prepare a final map in accordance with the conditions of approval. Once the improvements have been completed and field accepted, and the final map is determined to be technically correct and in substantial compliance to the approved tentative map, the legislative body of the local agency must accept the subdivision improvements and approve/accept the final map prior to recordation of the final map.

The Developer is recording the map prior to completing the construction of the improvements. To accomplish this, the Developer is executing a subdivision improvement agreement. Under the subdivision improvement agreement, the Developer will bond for the public improvements and complete construction prior to December 31, 2020.

Project Description

The approved tentative subdivision map subdivides the existing seven parcels into twenty-three single family lots.

The Developer has signed an agreement waiving proceedings for annexation of the landscape assessment district as described in California Streets and Highways Code Section 22608 and consents to the annexation of the Wyatt Ranch Subdivision into Landscape Maintenance Assessment District 98-02, Zone 4.

The Developer submitted the subdivision improvement agreement, prepared engineering plans, and bonded for said improvements. Additionally, the final map and supporting documents necessary to comply with the approved tentative map and associated conditions of approval submitted by the Developer are approved by the city.

Attachments

1. Resolution No. 2019-___ a Resolution of the City Council of the City of Citrus Heights, California, Approving the Final Subdivision Map and Subdivision Improvement Agreement for Wyatt Ranch Subdivision
2. Attachment A – Final Subdivision Map – Wyatt Ranch Subdivision
3. Attachment B – Subdivision Improvements Agreement & Bonds.

RESOLUTION NO. 2019 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, APPROVING THE FINAL SUBDIVISION MAP AND SUBDIVISION AGREEMENT FOR WYATT RANCH SUBDIVISION

WHEREAS, an application was submitted by Mark H. Swinger and Dawn E. Swinger (Developer), to subdivide the subject property described as the Wyatt Ranch Subdivision located within the City of Citrus Heights, Sacramento County, California. The subdivision map application subdivides the existing seven parcels (4.08 acres) located on the west side of Sunrise Boulevard, at Lawrence Avenue. The final map creates 23 single-family residential parcels;

WHEREAS, on May 27, 2015, the Planning Commission of Citrus Heights, California approved with conditions the tentative subdivision map titled “Tentative Subdivision Map - Wyatt Ranch Subdivision”;

WHEREAS, the City Engineer reviewed the tentative map approval documents and the final subdivision map, and found the final subdivision map to be technically correct and in substantial compliance with the conditionally approved tentative map;

WHEREAS, the Developer submitted a Subdivision Improvement Agreement and bonded for the public improvements; and

WHEREAS, the Developer executed an agreement waiving proceedings for annexation of the landscape assessment district as described in California Streets and Highways Code Section 22608 and consents to the annexation of the Wyatt Ranch Subdivision into Landscape Maintenance Assessment District 98-02, Zone 4.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City of Citrus Heights does hereby declare that the subdivision agreement and final map titled “FINAL MAP OF SUBDIVISION NO. 03-0036 ‘WYATT RANCH’ BEING A PORTION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 25, T.10N., R.6E., M.D.B.&M., CITY OF CITRUS HEIGHTS, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA”, dated November 2019, as prepared by RFE Engineering, Inc., is approved and accepted and also authorizes the City Manager to execute both a subdivision improvement agreement for public improvements and a waiver agreement for the annexation into Landscape Maintenance Assessment District 98-02, Zone 4.

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

PASSED AND ADOPTED by the City Council of Citrus Heights, California, this 14th day of November 2019 by the following vote, to wit:

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

Jeannie Bruins, Mayor

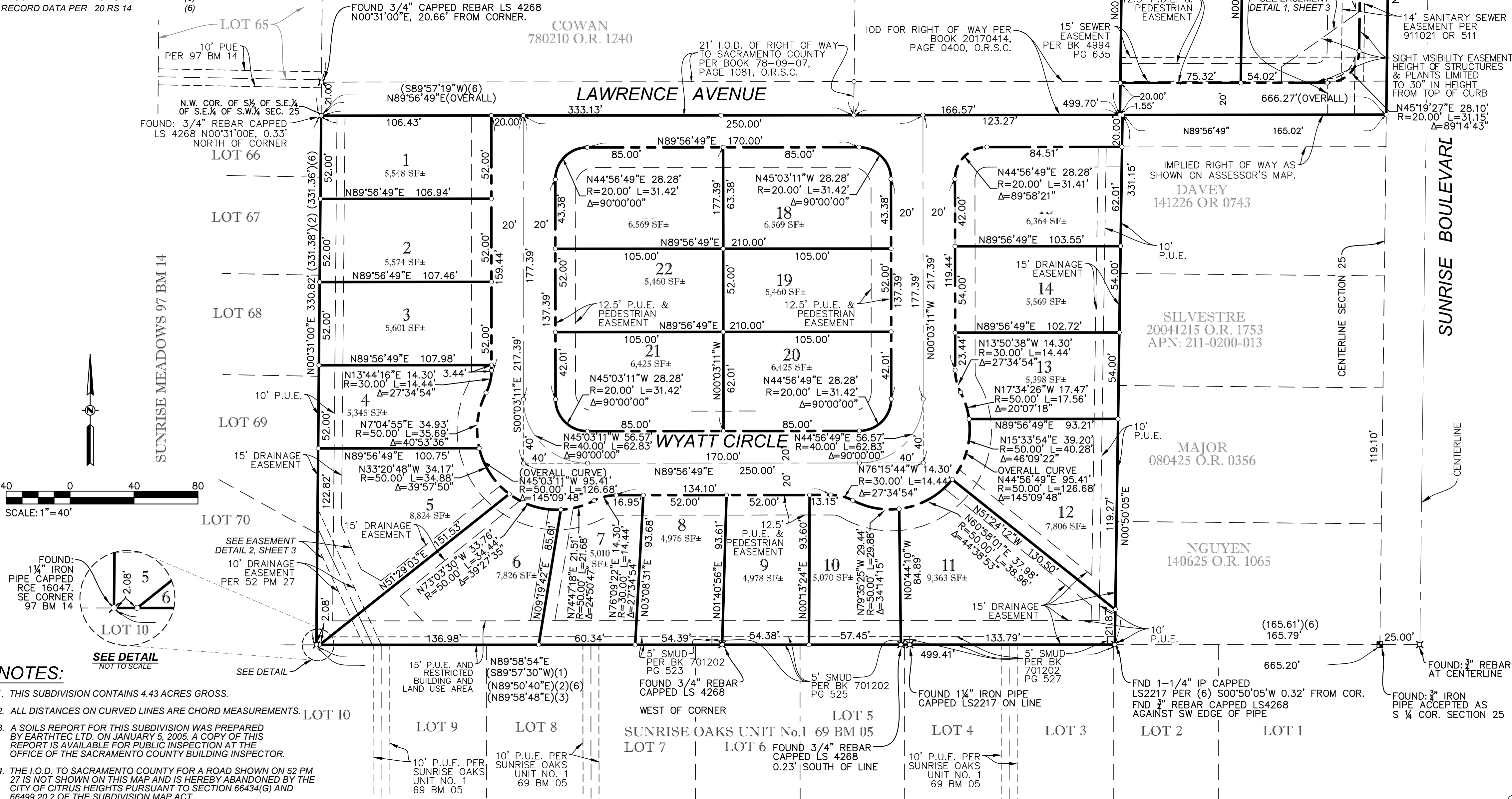
ATTEST:

Amy Van, City Clerk

LEGEND:

- PROPERTY LINE
ROW
EASEMENT
ADJACENT PROPERTY LINE
DIMENSION POINT
-NOTHING FOUND OR SET
FOUND MONUMENT
AS NOTED HEREON
RECORD DATA PER 136 PM 18
RECORD DATA PER 52 PM 27
RECORD DATA PER 52 PM 12
RECORD DATA PER 143 BM 22
RECORD DATA PER 78 RS 1
RECORD DATA PER 20 RS 14

FINAL MAP OF SUBDIVISION 03-0036
"WYATT RANCH"
BEING A PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF
SECTION 25, T.10N., R.6E., M.D.B.&M.
CITY OF CITRUS HEIGHTS, STATE OF CALIFORNIA
COUNTY OF SACRAMENTO
JUNE, 2019 SCALE: 1"=40'
RFE ENGINEERING, INC.
SHEET 2 OF 3



- NOTES:
- THIS SUBDIVISION CONTAINS 4.43 ACRES GROSS.
 - ALL DISTANCES ON CURVED LINES ARE CHORD MEASUREMENTS.
 - A SOILS REPORT FOR THIS SUBDIVISION WAS PREPARED BY EARTHTEC LTD. ON JANUARY 5, 2005. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE SACRAMENTO COUNTY BUILDING INSPECTOR.
 - THE I.O.D. TO SACRAMENTO COUNTY FOR A ROAD SHOWN ON 52 PM 27 IS NOT SHOWN ON THIS MAP AND IS HEREBY ABANDONED BY THE CITY OF CITRUS HEIGHTS PURSUANT TO SECTION 66434(G) AND 66499.20.2 OF THE SUBDIVISION MAP ACT.

NO FEE DOCUMENT

Government Code § 6103

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF CITRUS HEIGHTS
6360 Fountain Square Drive
Citrus Heights, CA 95621
Attention: City Clerk

**SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN THE CITY OF CITRUS
HEIGHTS, A MUNICIPAL CORPORATION AND
MARK H. and DAWN E. SWINGER**

This Subdivision Improvement Agreement ("Agreement") is made and entered into this ____ day of November, 2019, by and between the City of Citrus Heights, a municipal corporation, hereinafter referred to as "City," and Mark H. and Dawn E. Swinger, property owners, hereinafter referred to as "Subdivider."

RECITALS

A. Subdivider has presented to City a final map of a proposed subdivision of land located within the corporate limits of City that has been prepared in accordance with the Subdivision Map Act of the State of California, the subdivision ordinances of City, and the Subdivision's tentative map approved by the City Council.

B. City approved the proposed subdivision of land as the "Wyatt Ranch Subdivision," on May 27, 2015, and is hereinafter referred to as the "Subdivision" or the "Project."

C. Subdivider has requested approval of the final map prior to the construction and completion of the public improvements, including, but not limited to streets, highways, public ways, sidewalks, curbs, gutters, storm drainage facilities, sound walls, public landscaping, public utility facilities, design standards which are part of the provisions for lot grading and drainage in or appurtenant to the Subdivision, and other public improvements that are required by the Subdivision Map Act, the subdivision ordinances of City, the tentative map (and approvals given in connection therewith), and final grading plan, if any, approved by City. The foregoing improvements are hereinafter referred to as "Required Improvements."

NOW, THEREFORE, the parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct, and incorporated herein by reference.

2. Performance of Work. Subdivider agrees to furnish, construct and install at Subdivider's own expense the Required Improvements as shown on the plans and specifications

of the Subdivision, a copy of which is on file in the office of the City Manager, and is incorporated herein by reference, along with any changes or modifications as may be required by City Manager or the City Manager's designee (hereinafter "City Manager") due to errors, omissions, or changes in conditions. The plans and specifications of the Required Improvements may be modified by the Subdivider as the development progresses, subject to the prior written approval of City Manager. The total estimated cost of the Required Improvements as determined by the City Manager is Eight Hundred Eighty-One Thousand Eight Hundred Forty-Five Dollars (\$881,845.00).

3. Work; Satisfaction of City Manager. All of the work on the Required Improvements is to be done in accordance with the approved plans and specifications and City's Improvement Standards and Specifications, to the satisfaction of the City Manager.

4. Injury to Public Improvements, Public Property or Public Utilities Facilities. Subdivider shall replace or repair, or have replaced or repaired, all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged in the performance of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private utility property damaged or destroyed in the performance of any work done under this Agreement. Any repair or replacement shall be to the satisfaction of the City Manager.

5. Inspection. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Required Improvements by City and to the locations wherein any work for the Required Improvements is in preparation. Subdivider shall request a final inspection by the City Manager or the City Manager's representative upon completion of the Required Improvements. If the City Manager or designated representative determine that the work has been completed in accordance with this Agreement, the City Manager shall certify the completion of the Required Improvements to the City Council. No improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and City standards. Subdivider shall bear all costs of plan check, inspection(s) and certification.

6. Safety Devices. Subdivider shall provide and maintain such guards, fences, barriers, regulatory signs, warning lights, and other safety devices adjacent to and on the Property as may be necessary to prevent accidents to the public and damage to the Property and adjacent property. Subdivider shall furnish, place, and maintain such lights as may be necessary for illuminating the said fences, barriers, signs, and other safety devices. At the end of all work to be performed under this Agreement, all fences, barriers, regulatory signs, warning lights, and other safety devices (except such safety items as may be shown on the plans and included in the items of work) shall be removed from the site of the work by Subdivider, and the entire site left clean and orderly.

7. Superintendence by Subdivider. Subdivider shall require each contractor and subcontractor to have a competent project manager on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Required Improvements. In addition, Subdivider shall maintain an office with a telephone and Subdivider or a person authorized to make decisions and to act for Subdivider in Subdivider's absence shall

be available on the job site within three (3) hours of being called at such office by City during the hours of 9:00 A.M. through 5:00 P.M., Monday through Friday, or any other day or time when work is being performed on the Required Improvements.

8. Work; Time for Commencement and Performance. Work on the Required Improvements will commence by the Subdivider on November 25, 2019 and Work on the Required Improvements shall be completed on or before December 31, 2020. City will accept the Required Improvements only after the Subdivider provides written notice to City that the Required Improvements are complete and City determines in writing that the Required Improvements are complete and consistent with all applicable terms and conditions.

9. Time of Essence; Extension.

a. Time is of the essence of this Agreement. The dates for commencement and completion of the Required Improvements ("Dates") may not be extended, except as provided in this paragraph. The City Manager may extend the Dates for a maximum of one hundred and eighty (180) days, for delays in work caused by inclement weather, riots, strikes, lockouts, fires, earthquakes, floods and conditions resulting therefrom, or for any other reason that is beyond the control of the Subdivider. The City Council shall authorize the extension of the Dates for any other cause, or an extension beyond one hundred and eighty (180) days. Extensions shall be granted only upon a showing of good cause by the Subdivider. The City Council or City Manager, as designated above, shall be the sole and final judge as to whether Subdivider shall be granted an extension.

b. Requests for extension of Dates shall be in writing and delivered to City in the manner hereinafter specified for service of notices. If City grants an extension of time, such extension shall be in writing to Subdivider in the manner hereinafter specified for service of notices. City shall not be bound by an oral extension of Dates.

c. If City extends the Dates, such extension may be granted without written notice by City to the Subdivider's surety, and shall in no way release any guarantee or security given by the Subdivider pursuant to this Agreement, or relieve or release those providing an improvement security pursuant to this Agreement. The surety or sureties, if any, in executing the securities shall be deemed to have expressly agreed to any such extension of time.

d. In granting any extension of Dates, City may require a new or amended improvement security in amounts to reflect increases in the costs of constructing the Required Improvements, and/or impose other conditions to protect City's interests and ensure the timely completion of the Required Improvements.

10. Utility Undergrounding and Relocation Costs. Subdivider shall assume all costs for utility and cable television undergrounding and/or relocation which are not the responsibility of the cable television, gas, electric, telephone, or other utility company under the terms of the franchises with City or otherwise imposed upon the utility companies by law.

11. Improvement Security. Concurrently with the execution of this Agreement, Subdivider shall furnish to City security to ensure the faithful performance of all duties and obligations of Subdivider herein contained. Such improvement security shall be in a form

acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with the City or deposited with a recognized escrow agent for the benefit of the City. City shall be the sole indemnitee named on any instrument required by this section.

a. Faithful Performance Security. Subdivider shall maintain faithful performance security as set forth in the Citrus Heights Municipal Code Chapter 8, Article XII, Chapter 22.80 to secure faithful performance of this Agreement ("Faithful Security"). This security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the City Manager.

b. Payment Security. Subdivider shall maintain payment security as set forth in the Citrus Heights Municipal Code Article XII Chapter 22.80 to secure payment to its contractor, subcontractors and to persons renting equipment or furnishing labor or materials to them for the work ("Payment Security"). This security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the City Manager.

c. Guarantee and Warranty Security. Subdivider shall maintain a guarantee and warranty security in the amount of ten percent (10%) of the total estimated cost of the Required Improvements, as determined by the City Manager, to guarantee and warrant the Required Improvements for a period of one year following their completion and acceptance, against any defective work or labor done, or defective materials furnished ("Guarantee Security").

d. Monument Security. Subdivider shall maintain a monument security in the amount of one hundred percent (100%) of the total estimated cost of the installation of survey monuments in the Subdivision, as determined by the City Manager, which total cost is in the amount of One Thousand Five Hundred Dollars (\$1,500.00), to guarantee and secure the placement of such monuments ("Monument Security").

e. Bond security requirements. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. These bonds shall be furnished on the forms enclosed following this Agreement or as approved by the City Attorney in writing. The bonds must also receive City approval. The bonds shall be obtained from a responsible corporate surety (or sureties) acceptable to City; the surety must be licensed by the State of California to act as surety upon bonds and undertakings and maintains in this State at least one office of business. The premiums for the bonds shall be paid by Subdivider.

f. All securities requirements.

i. No change, alteration, or addition to the terms of this Agreement or the plans and specifications incorporated herein shall in any manner affect the obligation of the sureties, except as otherwise provided by the Subdivision Map Act.

ii. The securities shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period) and shall provide that they may be released, in whole or part, only upon the written approval of the City Manager and as provided in section 11. All securities provided pursuant to this Agreement shall expressly obligate the surety for any extension of time authorized by City for Subdivider's completion of the Required Improvements, whether or not the surety is given written notice of such an extension by City.

iii. The Attorney-in-Fact (resident agent) who executes the securities on behalf of the surety company must attach a copy of his/her Power of Attorney as evidence of his/her authority. A notary shall acknowledge the Power of Attorney as of the date of the execution of the surety bond that it covers.

11. Release of Security.

a. Guarantee Security. Guarantee Security shall be released one year after the City Council's acceptance of the Required Improvements. The amount released shall first be reduced by the amount deemed necessary by City to correct any defects in the Required Improvements that are known or believed to exist at the end of the Guarantee Security period.

b. Payment Security. Payment Security shall be released thirty-five (35) days after the date when claims of lien are required to be recorded pursuant to Civil Code sections 9000 *et seq.*, but in no event shall the Payment Security be released prior to one hundred twenty (120) days after City Council's acceptance of the Required Improvements. The amount released shall first be reduced by the total of all claims filed and written notice thereof given to City. City may require the surety not to release the amount of Payment Security to assure payment of City's reasonable expenses and fees, including attorneys' fees.

c. Faithful Performance Security. Faithful Security shall be released after City Council's acceptance of the Required Improvements.

d. Monument Security. Monument Security shall be released upon City Manager's acceptance of the required monument installation.

12. Inspection and Other Fees. Subdivider shall pay City all fees imposed in connection with the construction and inspection of the Required Improvements. These fees must be paid in full prior to City's acceptance of the Required Improvements. The fees referred to above are not the only City fees, charges or other costs that have been, or will be, imposed on the Subdivision and its development, and this Agreement shall in no way exonerate or relieve the Subdivider from paying such other applicable fees, charges, and/or costs.

13. Defense, Indemnification and Hold Harmless. Subdivider shall defend, indemnify, and hold harmless City, its officers, officials, employees, agents, and volunteers from any and all claims, losses, damages, including property damage, personal injury, including death, costs, including attorneys' fees, and liability of any kind or nature directly or indirectly arising out of or in any way connected with performance under this Agreement and/or the construction of the Required Improvements by the Subdivider, contractor or any subcontractor, or of any person directly or indirectly employed by, or acting as agent for the Subdivider, contractor or any subcontractor, except those matters arising from the sole or willful negligence of City.

This defense, indemnification and hold harmless provision shall extend to claims, losses, damage, injury, costs, including attorneys' fees, and liability for injuries occurring after completion of the construction of the Required Improvements as well as during construction, and shall apply regardless of whether or not City has prepared, supplied or approved the plans and/or specifications for the Required Improvements or has inspected or accepted the Required Improvements. Acceptance of insurance required under this Agreement shall not relieve Subdivider from liability under this defense, indemnification and hold harmless provision.

The parties intend that this provision shall be broadly construed to effectuate its purpose.

14. Environmental Warranty.

a. Warranties. Prior to City's acceptance of dedications or improvements, Subdivider shall certify and warrant that:

i. The Subdevelopment and Subdivider are not in violation of any environmental law, and neither are subject to any existing, pending, or threatened investigation by any federal, state or local governmental authority under or in connection with any environmental law;

ii. Subdivider nor any third party, will not use, generate, manufacture, produce, or release, on, or under the Subdevelopment, any hazardous substance, except in compliance with all applicable environmental laws; and

iii. Subdivider has not caused or permitted the release of and has no knowledge of the release or presence of, hazardous substance(s) on the Subdevelopment or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the Subdevelopment.

b. Notice. Subdivider shall give prompt written notice to City at the address set forth herein of:

i. Any proceeding or investigation by federal, state or local governmental authority with respect to the presence of any hazardous substance on the Subdevelopment or the migration thereof from or to any other property adjacent to, or in the vicinity of, the Subdevelopment;

ii. Any claims made or threatened by any third party against City or the Subdevelopment, relating to loss or injury resulting from any hazardous substance; and

iii. Subdivider's discovery of an occurrence or condition on property adjoining or in the vicinity of the Subdevelopment that could cause the Subdevelopment to be subject to restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability, or lawsuit under any environmental law.

c. As used in this Agreement, the term "hazardous substance" includes any hazardous or toxic substance or material or waste, including but not limited to all types of gasoline, oil, and other petroleum hydrocarbons, asbestos, radon, polychlorinated biphenols

(PCBs), or any other chemical, material, controlled substance, object, condition, waste, living organism or any combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful properties of effects..

15. Subdivider's Pollution Liability Insurance

a. Subdivider, at its sole cost and expense shall maintain for the duration of this Agreement, pollution liability insurance of at least \$3,000,000 per pollution incident and \$3,000,000 Aggregate;

b. Coverage must apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.

c. Prior written consent is required if the insurance has a deductible or self-insured retention in excess of \$50,000.

d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the date of commencement of construction of the Required Improvements.

e. The insurance must be maintained for five (5) years after the Required Improvements are accepted by the City Council. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by renewal of the existing policy; an extended reporting period endorsement; or replacement insurance with a retroactive date no later than the commencement of the work.

f. No cancellation or material change may be made to the insurance without written approval of City, and City must be given thirty (30) days' prior written notice of any proposed material change or cancellation.

g. If Subdivider fails to obtain or maintain pollution liability insurance as required by this section, City at its sole option, may obtain pollution liability insurance. Subdivider shall be responsible for City's costs of obtaining such insurance.

16. Subdivider's Insurance.

a. Insurance. Subdivider shall maintain in force at all times during the duration and performance of this Agreement, the policies of insurance specified in this section. Such insurance must have the written approval of City as to limit, form, and amount, and shall be placed with insurers with an A.M. Best rating of no less than A: VII.

b. Evidence of Insurance. Prior to the commencement of any work, the Subdivider shall furnish to City, and City must approve, original certificates of insurance and endorsements effecting coverage for all policies required by the Agreement. Subdivider shall not allow any contractor or subcontractor to commence work until similar insurance is obtained by such contractor(s) or subcontractor(s) and approved by City. Certificates shall be signed by a person authorized by the insurer, or insurers, to bind coverage on their behalf. Certificate of

insurance and endorsements shall be on standard Acord, Department of Insurance, or Insurance Services Office approved forms, or on forms approved by City. As an alternative to providing City with approved forms of certificates of insurance and endorsements, the Subdivider may provide complete, certified copies of all required insurance policies, including endorsements, effecting the coverage required by this section.

c. No Suspension of Insurance. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or terminated without providing City with thirty (30) days prior written notice.

d. Deductibles. Any deductibles, or self-insured retentions, exceeding five thousand dollars (\$5,000) must be declared to, and approved by, City. Upon request by City, Subdivider shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

e. Coverages Shall Not Limit Obligations. The requirement as to types, limits, and City's written approval of insurance coverage to be maintained by Subdivider are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Subdivider under the Agreement.

f. Material Element. The maintenance of insurance as required by this section is a material element of the Agreement. The failure of Subdivider, its contractor(s) or subcontractor(s) to maintain or renew insurance coverage, or to provide evidence of renewal shall be a material breach of this Agreement.

(1) Workers' Compensation Insurance. Subdivider shall maintain, during the term of this Agreement, Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Subdivider in the amount required by applicable law. Employer's Liability limits shall not be less than one million dollars (\$1,000,000) per occurrence. The Subdivider shall execute a certificate in compliance with Labor Code section 1861, on the form provided in the Contract Documents. The insurer shall agree to waive all rights of subrogation against City, its officers, officials, employees, agents, and volunteers for losses arising from work falling within the terms of this Agreement. Subdivider shall indemnify and hold harmless City, its officers, officials, employees, agents, and volunteer from any damages resulting from failure of Subdivider, or its contractor(s) or subcontractor(s), to obtain and maintain such insurance.

(2) Commercial General and Automobile Liability Insurance. Subdivider shall maintain during the term of this Agreement commercial general and automobile liability insurance. The City, its officers, officials, employees, agents, and volunteers shall be named as additional insured on all policies. The insurance shall include, but not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of Subdivider, its contractor(s) or subcontractor(s), whether such operations are by Subdivider or any contractor or subcontractor or by anyone directly or indirectly employed by either Subdivider or any contractor or subcontractor. The amount of insurance coverage shall not be less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate, combined single

limit coverage for risks associated with the work contemplated by this Agreement. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis.

(3) Endorsements. Subdivider's commercial general and automobile liability insurance shall include, or be endorsed to include, the following:

(a) Provision or endorsement naming City, its officers, officials, employees, agents, and volunteers as Additional Insureds for liability arising out of the performance of any work under this Agreement. Forms CG 20 10 and 20 37 or equivalent.

(b) Provision or endorsement stating that insurance is Primary insurance with respect to City, its officers, officials, employees, agents, and volunteers, to the extent City is an additional insured. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents, and volunteers shall be excess of the Subdivider's insurance and shall be non-contributing.

(c) Provision or endorsement stating that the Subdivider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross-liability).

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

17. Prevailing Wage. In the event it is determined that the Subdivider is required to pay prevailing wages for the work performed under this Agreement, the Subdivider shall pay all penalties and wages as required by applicable law, including penalties assessed to City.

18. Title to Required Improvements. City shall not accept any real property to be dedicated or the Required Improvements unless they are constructed in conformity with the approved plans and specifications, approved modifications, if any, the approved final map, and City Improvement Standards and Specifications, to the satisfaction of the City Manager. Until such time as the Required Improvements are accepted by City, Subdivider shall retain title and shall be responsible for, and bear the risk of loss to, any of the improvements constructed or installed.

Title to and ownership of any real property to be dedicated and the Required Improvements constructed under this Agreement by Subdivider shall vest absolutely in City upon completion and acceptance in writing of such Required Improvements by City. City shall not accept the Required Improvements unless title to the Required Improvements is entirely free from lien(s). Prior to acceptance, Subdivider shall supply City with appropriate lien releases, at no cost to and in a form acceptable to City.

19. Repair or Reconstruction of Defective Work. If, within a period of one year after final acceptance by the City Council of the Required Improvements, any improvement or part of any improvement furnished and/or installed or constructed, or caused to be installed or

constructed by Subdivider, or any of the work done under this Agreement materially fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Subdivider shall without delay and without any cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the improvements. If the Subdivider fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the Subdivider can be notified, then City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Subdivider shall pay to City the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by City.

20. Subdivider Not Agent of City. Neither Subdivider nor any of Subdivider's agents, contractors, or subcontractors are or shall be considered to be agents of City in connection with the performance of this Agreement.

21. Notice of Breach and Default. The following shall constitute a default under this Agreement: If Subdivider refuses or fails to perform the work on the Required Improvements, or any part thereof, with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete the Required Improvements within such time; if Subdivider should be adjudged bankrupt, or Subdivider should make a general assignment for the benefit of Subdivider's creditors, or if a receiver should be appointed in the event of Subdivider's insolvency; or if Subdivider or any of Subdivider's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement. In the event of Subdivider's default, Subdivider shall be deemed to be in breach of this Agreement and City may serve written notice upon Subdivider and Subdivider's surety, if any, of the breach of this Agreement. Subdivider shall have fifteen (15) days from receipt of written notice by City to cure any default.

a. City reserves all remedies available at law or in equity, for breach of Subdivider's obligations under this Agreement. City shall have the right, subject to this section, to draw upon or utilize the appropriate security to mitigate City damages in event of default by Subdivider. The right of City to draw upon or utilize the security is additional to, and not in lieu of, any other remedy available to City. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the Required Improvements and therefore, City's damages for Subdivider's default shall be measured by the cost of completing the Required Improvements. The sums provided by the Improvement Security may be used by City for the completion of the Required Improvements in accordance with the improvement plans and specifications contained herein. The Improvement Security includes the Payment Security, Faithful Performance Security, guarantee and Warranty Security, Monument Security and any other improvement security required by Section 10 of this Agreement.

b. In the event of Subdivider's default under this Agreement, Subdivider authorizes City to perform Subdivider's obligations under this Agreement, after twenty (20) days from City's written notice of default to Subdivider and Subdivider's Surety. Subdivider agrees to pay the entire cost of such performance by City. City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's Surety shall be liable to City

for any excess cost or damages; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for performance of the work.

c. Failure of Subdivider to comply with the terms of this Agreement shall constitute Subdivider's consent to the filing by City of a "notice of violation" against all the lots in the Subdivision, or to rescind the written approval of the Subdivision or otherwise revert the Subdivision to acreage. The remedy provided by this section is in addition to, and not in lieu of, other remedies available to City. Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be at the discretion of City.

d. If Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorneys' fees.

e. The failure of City to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or subsequent default or breach of Subdivider.

Subdivider recognizes that by approval of the final map for Subdivision, City has conferred substantial rights upon Subdivider, including the right to sell, lease, or finance lots within the Subdivision, and has taken the final act necessary to subdivide the property within the Subdivision. As a result, City will be damaged to the extent of the cost of installation of the improvements by Subdivider's failure to perform its obligations under this Agreement, including, but not limited to, Subdivider's obligation to complete construction of the Required Improvements by the time established in this Agreement. City shall be entitled to all remedies available to it pursuant to this Agreement and by law, in the event of a default by Subdivider. It is specifically recognized that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default by the Subdivider shall be within the sole discretion of City.

22. Building Permit Sign-Off or Issuance of Certificate of Occupancy. Until City accepts the Required Improvements, City will not finalize or sign off as complete any building permit or issue any certificate of occupancy for the Subdivision.

23. Notices. All notices required under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, postage prepaid.

Notices to City shall be addressed as follows:

CITY OF CITRUS HEIGHTS
Attn: Christopher W. Boyd, City Manager
6360 Fountain Square Drive
Citrus Heights, CA 95621

Notices to Subdivider shall be addressed as follows:

Mark and Dawn Swinger
P.O. Box 2122
Orangevale CA 95662

Any party may change such address by notice in writing to the other party, and thereafter written notices shall be addressed and transmitted to the new address.

24. Waiver. The waiver by either party of a breach by the other party, of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

25. Attorney Fees. In the event legal action is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees, in addition to any other relief to which it may be entitled.

26. Personal Nature of Subdivider's Obligations/Assignment. All of Subdivider's obligations under this Agreement are and shall remain the personal obligations of Subdivider notwithstanding a transfer of all or any part of the property within the Subdivision subject to this Agreement, and Subdivider shall not assign any of its obligations under this Agreement without the prior written consent of City.

27. Acquisition and Dedication of Easements or Right-of-Way. If any of the Required Improvements are to be constructed or installed on land not within the Subdivision or an already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to City of appropriate right-of-way, easements or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Required Improvements; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to California eminent domain law. Subdivider shall comply in all respects with any such order of possession.

Nothing in this section shall be construed as authorizing or granting an extension of time to Subdivider for completion of the Required Improvements.

28. Compliance with Laws. Subdivider, its agents, employees, contractors, and subcontractors shall comply with all federal, state and local laws in the performance of the Required Improvement including, but not limited to, obtaining all applicable permits and licenses.

29. No Vesting of Rights. Entering into this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

30. Approvals by City. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

31. Construction and Interpretation. It is agreed and acknowledged by Subdivider that the provisions of this Agreement have been arrived at through negotiation, and that Subdivider has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

32. Successors and Assigns -- Covenant Running With the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. A memorandum of this Agreement in the form attached hereto shall be recorded in the Office of the Recorder of Sacramento County concurrently with the final map or parcel map of the Subdivision. This Agreement shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

33. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

34. Actions. Any action by any party to this Agreement, or any action concerning a security furnished pursuant thereto, shall be brought in the appropriate court of competent jurisdiction within the County of Sacramento, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. The law governing this Agreement is the law of the State of California.

35. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

36. Modification. This Agreement may be amended only by a written instrument signed by the parties. Subdivider shall bear all costs of amendments to this Agreement that are requested by the Subdivider.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

CITY OF CITRUS HEIGHTS, a municipal
corporation

SUBDIVIDER
Mark H. Swinger

By: _____
Christopher Boyd, City Manager

By: Mark H Swinger

ATTEST:

Dawn E. Swinger

Amy Van, City Clerk

By: Dawn E Swinger

APPROVED AS TO FORM:

Ryan R. Jones, City Attorney

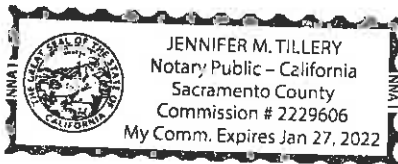
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On 10/29/19 before me, Jennifer M. Tillen, Notary Public,
personally appeared Dawn Swinger and Mark Swinger, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Stat of California that the foregoing paragraph is tru and correct.

WITNESS my hand and official seal.



NOTARY PUBLIC

FAITHFUL PERFORMANCE BOND

WHEREAS, the City Council of the City of Citrus Heights, State of California, and Mark H. and Dawn E. Swinger and Wyatt Ranch (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement identified as Project Wyatt Ranch Subdivision, is hereby referred to and made a part hereof; and

WHEREAS, pursuant to California Government Code Section 66499.3 and Citrus Heights Municipal Code Chapter 8, Article XII Chapter 22.80, Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Developers Surety and Indemnity Company, as Surety, are held and firmly bound unto the City of Citrus Heights hereinafter called ("City"), in the penal sum of Eight Hundred Eighty-One Thousand Eight Hundred Forty-Five Dollars (\$881,845.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, officials, agents, employees, and volunteers, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this faithful performance bond has been duly executed by the Principal and Surety above named, on October 28, 2019.

The Ohio Casualty Insurance Company
Name of Surety

Mark H. Swinger and Dawn E. Swinger
Principal

By: Mark H. Swinger
Title: Property Owner

1340 Treat Blvd., Suite 400, Walnut Creek, CA 94597
Mailing Address of Surety

and

925-433-4493
Telephone No. of Surety

By: Dawn E. Swinger
Title: Property Owner

By: Michelle L. Robinson
Michelle L. Robinson, Attorney in Fact

NOTE: If Principal is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Sacramento County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."

APPROVAL: Bonds must be approved by City.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the Surety company must attach a copy of his/her Power of Attorney as evidence of his/her authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

On 10/28/19
Date

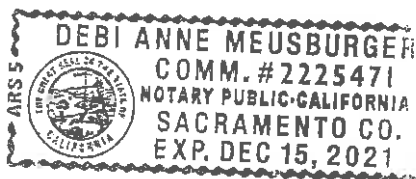
before me,

Debi Anne Meusbarger, Notary of the Public
Here Insert Name and Title of the Officer

personally appeared

Michelle L. Robinson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer -- Title(s): _____

☐ Partner -- ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer -- Title(s): _____

☐ Partner -- ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201988-971876

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carol Dunn; Randall L. Jorgensen; Michelle L. Robinson

all of the city of Sacramento state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of August, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 26th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28 day of October, 2019.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

)
) ss.
)

On October 29, 2019 before me, C. Perez

Notary Public personally appeared Mark H. Swinger
and Dawn E. Swinger, who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE

[Signature]
Notary Signature



-----OPTIONAL-----

Description of Attached Document

Title or Type of Document:

Faithful Performance Bond

Document Date: 10-28-19 Number of Pages:

Signer(s) Other Than Named Above:

PAYMENT BOND

WHEREAS, the City Council of the City of Citrus Heights, State of California, and Mark H. and Dawn E. Swinger, and Wyatt Ranch (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement identified as Project Wyatt Ranch Subdivision, is hereby referred to and made a part hereof; and

WHEREAS, pursuant to California Government Code Section 66499 and Citrus Heights Municipal Code Article XII Chapter 22.80, Principal is required, before entering upon the performance of the Project, to file a payment bond with and have such bond approved by the officer or public entity by whom the Project is awarded; and

WHEREAS, such payment bond must be in a sum not less than one hundred percent (100%) of the total amount payable by the terms of the Project, and must satisfy the other requirements specified in that section; and

WHEREAS, the Principal is required in accordance with the Project to furnish a payment bond in connection with the Project to secure payment of claims of laborers, mechanics and materialmen employed on work under the Project in accordance with applicable law;

38. NOW, THEREFORE, said Principal and the undersigned as corporate Surety, are held firmly bound unto the City of Citrus Heights and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in California Civil Code Section 9100 in the sum of Eight Hundred Eighty-One Thousand Eight Hundred Forty-Five Dollars (\$881,845.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney fees, incurred by City in successfully enforcing the obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this payment bond has been duly executed by the Principal and Surety above named, on October 28, 2019.

The Ohio Casualty Insurance Company
Name of Surety

Mark H. Swinger and Dawn E. Swinger
Principal

By: Mark H. Swinger
Title: Property Owner

1340 Treat Blvd., Suite 400, Walnut Creek, CA 94597
Mailing Address of Surety

and

925-433-4493
Telephone No. of Surety

By: Dawn E. Swinger
Title: Property Owner

By: Michelle L. Robinson
Michelle L. Robinson, Attorney in Fact

NOTE: If Principal is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Sacramento County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."

APPROVAL: Bonds must be approved by City.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his/her Power of Attorney as evidence of his/her authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8201988-971876**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carol Dunn; Randall L. Jorgensen; Michelle L. Robinson

all of the city of Sacramento state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of August, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 26th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28 day of October, 2019



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

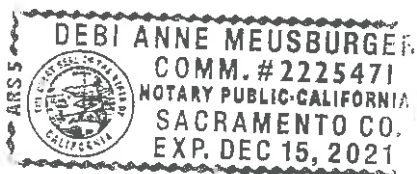
State of California

County of Sacramento

On 10/28/19 before me, Debi Anne Meusburger, Notary of the Public
Date Here Insert Name and Title of the Officer

personally appeared Michelle L. Robinson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer -- Title(s): _____ ☐ Corporate Officer -- Title(s): _____

☐ Partner -- ☐ Limited ☐ General ☐ Partner -- ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator ☐ Trustee ☐ Guardian of Conservator

☐ Other: _____ ☐ Other: _____

Signer is Representing: _____ Signer is Representing: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

SS.

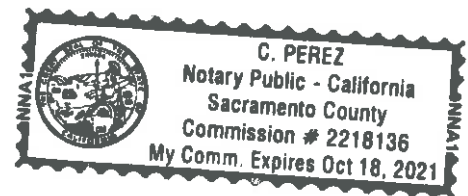
On October 29, 2019 before me, Perez

Notary Public personally appeared Mark H Swinger
and Dawn E. Swinger, who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE

Notary Signature



-----OPTIONAL-----

Description of Attached Document

Title or Type of Document:

Payment Bond

Document Date: 10-28-19 Number of Pages:

Signer(s) Other Than Named Above:

BOND FOR SECURITY OF INSTALLATION OF MONUMENTS

WHEREAS, the City Council of the City of Citrus Heights, State of California, and Mark H. and Dawn E Swinger, and Wyatt Ranch (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement identified as Project Mariposa Creek, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the installation of monuments pursuant to said agreement.

NOW, THEREFORE, we, the Principal and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto the City of Citrus Heights hereinafter called ("City"), in the sum of one thousand five hundred dollars (\$1,500.00), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the installation of monuments pursuant to the said agreement and any alteration thereof made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this monument bond has been duly executed by the Principal and Surety above named, on October 28, 2019.

The Ohio Casualty Insurance Company
Name of Surety

Mark H. Swinger and Dawn E. Swinger
Principal

By: Mark H. Swinger
Title: Property Owner

1340 Treat Blvd., Suite 400, Walnut Creek, CA 94597

Mailing Address of Surety and

925-433-4493

Telephone No. of Surety

By: Dawn E. Swinger
Title: Property Owner

By: Michelle L. Robinson
Michelle L. Robinson, Attorney in Fact

NOTE: If Principal is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Sacramento County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."

APPROVAL: Bonds must be approved by City.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his/her Power of Attorney as evidence of his/her authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

Sacramento

On 10/28/19 before me,

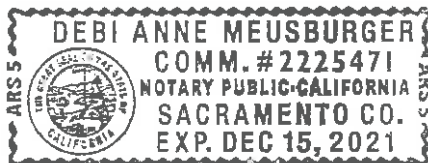
Debi Anne Meusbarger *Notary of the Public*
Here Insert Name and Title of the Officer

personally appeared

Michelle L. Robinson

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201988-971876

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carol Dunn; Randall L. Jorgensen; Michelle L. Robinson

all of the city of Sacramento state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of August, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 26th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28 day of October, 2019



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

)
) ss.
)

On October 29, 2019 before me, C Perez

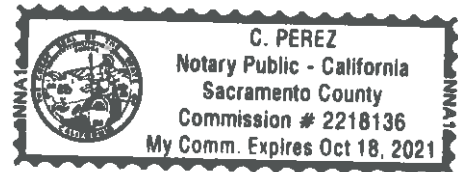
Notary Public personally appeared Mark H Swinger and Dawn G Swinger

, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE


Notary Signature



-----OPTIONAL-----

Description of Attached Document

Title or Type of Document:

Bond for security of Installation of Monuments

Document Date:

10-28-19

Number of Pages:

Signer(s) Other Than Named Above:

**SUBDIVISION MAINTENANCE BOND
GUARANTEE AND WARRANTY SECURITY**

WHEREAS, the City Council of the City of Citrus Heights, State of California, and Mark H. and Dawn E. Swinger and Wyatt Ranch ("Principal") have entered into an agreement by which Principal agrees to install and complete certain designated public improvements ("Improvements") and to guarantee and warrant the Improvements for a period of one year following the Improvements acceptance by the City Council of Citrus Heights, which said agreement identified as Wyatt Ranch Subdivision is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of said agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of said agreement.

NOW, THEREFORE, we, the Principal and The Ohio Casualty Insurance Company, admitted and duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of Citrus Heights as obligee ("City"), in the penal sum of Eighty Eight Thousand One Hundred Eighty Five Dollars (\$88,185.00) dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the said agreement and any alteration thereof made as therein provided, Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City and its officers, officials, agents, employees, and volunteer as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The Surety waives all rights of subrogation against City or any person employed by City.

IN WITNESS WHEREOF, this subdivision maintenance bond guarantee and warranty security has been duly executed by the Principal and Surety above named, on October 28, 2019.

The Ohio Casualty Insurance Company
Name of Surety

Mark H. Swinger and Dawn E. Swinger
Principal

By: Mark H. Swinger
Title: Property Owner

1340 Treat Blvd., Suite 400, Walnut Creek, CA 94597

Mailing Address of Surety and

925-433-4493

Telephone No. of Surety

By: Dawn E. Swinger
Title: Property Owner

By: Michelle L. Robinson
Michelle L. Robinson, Attorney in Fact

NOTE: If Principal is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Sacramento County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."

APPROVAL: Bonds must be approved by City.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.

2946011.1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

Sacramento

On

10/28/19

Date

before me,

Debi Anne Meusbarger, Notary of the Public

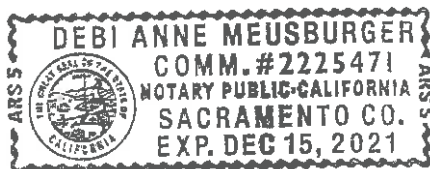
Here Insert Name and Title of the Officer

personally appeared

Michelle L. Robinson

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201988-971876

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carol Dunn; Randall L. Jorgensen; Michelle L. Robinson

all of the city of Sacramento state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of August, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 26th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28 day of October, 2019



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

ss.

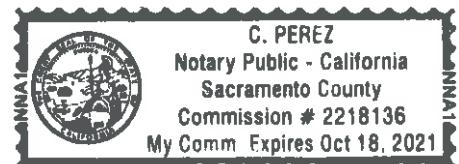
On October 29, 2019 before me, C. Perez

Notary Public personally appeared Mark H Swinger and Dawn C. Swinger, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE

Notary Signature



-----OPTIONAL-----

Description of Attached Document

Title or Type of Document:

Subdivision Maintenance Bond
Guarantee and Warranty Security

Document Date:

10-28-19

Number of Pages:

Signer(s) Other Than Named Above:



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT

MEMORANDUM

DATE: November 14, 2019

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

FROM: Ronda Rivera, Assistant City Manager
Monica Alejandrez, Human Resources Manager
Sharon Neilson, Senior Management Analyst

SUBJECT: Resolution Adopting Amendments to Police Specific Benefits

Summary and Recommendation

Staff recommends the City Council adopt Resolution No. 2019-____ A Resolution of the City Council of the City of Citrus Heights, California, adopting Amendments to Police Specific Benefits for specific non-represented sworn classifications to promote continuing education:

Police Sergeant Classification

- Maximum Education Incentive of 10% based on the following:
 - AA/AS Degree or equivalent 2.5% of base salary
 - Intermediate POST 2.5% of base salary
 - BA/BS Degree 2.5% of base salary
 - Advanced POST 2.5% of base salary
- Separate Education Incentive for MA/MS degree of 5% of base salary

Chief of Police Classification

Consistent with Government Code Section 54953(c)(3) the Council must orally state a summary of Council action on salaries, salary schedules, and fringe benefits for Executive Managers.

For ease of records, that statement is as follows, and must be read orally:

- 1) *“This item is a recommendation to approve adoption of an Education Incentive for the sworn non-represented classification of Chief of Police as follows:*

- *Maximum Education Incentive of 7.5% based on the following:*
 - *AA/AS Degree or equivalent* 2.5% of base salary
 - *Intermediate POST* 2.5% of base salary
 - *BA/BS Degree* 2.5% of base salary
 - *Advanced POST* 2.5% of base salary
- *Separate Education Incentive for MA/MS degree of 2.5% of base salary”*

Fiscal Impact

The potential cost of implementing this benefit amendment if all eligible staff members were to participate at the maximum rate is \$78,000. Sufficient funds are available for the cost to be absorbed in the adopted FY 19-20 budget. No additional appropriations are necessary.

Background and Analysis

The City completed a review and analysis of the police specific education incentives for the sworn classifications. Council approved Resolution 2015-074, which provided sworn, non-represented classifications a maximum education incentive of 7.5%, and an additional separate education incentive of 2.5% for a Master's (MA/MS) degree.

The proposed education incentives will help mitigate compaction issues between classifications, promote continuing education and allow the city to be more competitive in recruiting, retaining and promoting staff. Fourteen staff members will be eligible for this benefit, however not all currently have sufficient education to participate at the maximum benefit level.

The proposed addition of an education incentive benefit for the classification of Chief of Police is the same education incentive benefit afforded to other sworn management staff under Resolution 2015-074.

Staff recommends the City Council amend the education incentive benefit for the sworn non-represented classification of Police Sergeant as follows:

- *Maximum Education Incentive of 10% based on the following:*
 - *AA/AS Degree or equivalent* 2.5% of base salary
 - *Intermediate POST* 2.5% of base salary
 - *BA/BS Degree or equivalent* 2.5% of base salary
 - *Advanced POST* 2.5% of base salary
- *Separate Education Incentive for MA/MS of 5% of base salary*

Staff recommends the adoption of the education incentive benefit for the classification of Chief of Police as follows:

- *Maximum Education Incentive of 7.5% based on the following:*
 - *AA/AS Degree or equivalent* 2.5% of base salary
 - *Intermediate POST* 2.5% of base salary
 - *BA/BS Degree* 2.5% of base salary
 - *Advanced POST* 2.5% of base salary
- *Separate Education Incentive for MA/MS degree of 2.5% of base salary*

Subject: Resolution adopting Amendments to Police Specific Benefits

Date: November 14, 2019

Page 3 of 3

Attachment

1. Resolution Adopting Amendments to Police Specific Benefits

RESOLUTION NO. 2019- ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, ADOPTING AMENDMENTS TO POLICE SPECIFIC BENEFITS**

WHEREAS, the City of Citrus Heights engages in sound economic planning practices;

WHEREAS, the City of Citrus Heights has employees rendering valuable services to the City;

WHEREAS, the City Council of the City of Citrus Heights wishes to approve an amendment to Police Specific Benefits;

WHEREAS, the proposed amendment to benefits will aid the City in recruiting and retention efforts; and

WHEREAS, the proposed updates to Police Specific Benefits will become effective on the pay date of January 24, 2020.

NOW THEREFORE BE IT RESOLVED AND ORDERED that the City Council of the City of Citrus Heights does hereby adopt the following amendments to Police Specific Benefits:

Police Sergeant Classification

- Maximum Education Incentive of 10% based on the following:
 - AA/AS Degree or equivalent 2.5% of base salary
 - Intermediate POST 2.5% of base salary
 - BA/BS Degree 2.5% of base salary
 - Advanced POST 2.5% of base salary
- Separate Education Incentive for MA/MS degree of 5% of base salary

Chief of Police Classification

- Maximum Education Incentive of 7.5% based on the following:
 - AA/AS Degree or equivalent 2.5% of base salary
 - Intermediate POST 2.5% of base salary
 - BA/BS Degree 2.5% of base salary
 - Advanced POST 2.5% of base salary
- Separate Education Incentive for MA/MS degree of 2.5% of base salary

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

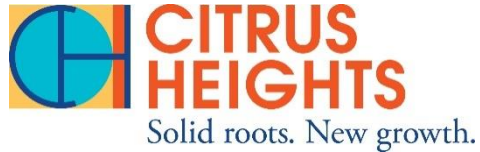
PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 14th day of November 2019, by the following vote, to wit:

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

Jeannie Bruins, Mayor

ATTEST:

Amy Van, City Clerk



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT

MEMORANDUM

DATE: November 14, 2019

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

FROM: Ronda Rivera, Assistant City Manager
Monica Alejandrez, Human Resources Manager
Sharon Neilson, Senior Management Analyst

SUBJECT: **Recommendation to Amend Workers' Compensation Coverage to Accept Liability for Off-Duty Peace Officers Injured Out-of-State in Limited Circumstances**

Summary and Recommendation

Assembly Bill (AB) 1749, effective January 1, 2019, amends the California Labor Code Section 3600.2 to provide public employers the option to accept workers' compensation liability and provide benefits for peace officers injured out-of-state when exercising policing powers, but not acting under the immediate direction of the employer. The updated Labor Code allows agencies to limit the out-of-state circumstances to which it applies (for example – response to an active shooter situation, act of domestic terrorism, or catastrophic event such as an earthquake, flood or mudslide). The City's joint power authority providing liability and workers' compensation coverage, the Public Agency Risk Sharing Authority of California (PARSAC), has amended its Memorandum of Coverage effective July 1, 2019 to allow acceptance of workers' compensation liability and provision of benefits as long as an agency has a adopted resolution of the governing body.

Staff recommends the City Council adopt Resolution No. 2019-__ A Resolution of the City Council of the City of Citrus Heights, California, Amending Workers' Compensation Coverage to Provide Benefits for Off-Duty Peace Officers Injured Out-of-State in Limited Circumstances as set forth below:

Accept workers' compensation liability and provide benefits for an injury or illness sustained by a peace officer by reason of engaging in the apprehension or attempted apprehension of law violators or suspected law violators, or protection or preservation of life or property, or the preservation of the peace, while outside the state of California, but who was not at the time acting under the immediate direction of his or her employer.

Such coverage shall be limited to those circumstances which include response to:

- An active shooter situation or other incident likely to cause multiple casualties,
- An act of domestic terrorism as defined by Section 2331 of Title 18 of the United States Code, or
- A catastrophic event such as an earthquake, flood or mudslide requiring local law enforcement deployment.

To be covered under this resolution, the peace officer(s) must have performed the qualifying actions in compliance with law enforcement standards applicable to City of Citrus Heights Police Department peace officers.

Such claims shall be subject to the same rules regarding workers' compensation coverage as a claim for injury and/or illness which occurred within the state of California.

Fiscal Impact

There is no direct fiscal impact.

The City may incur costs up to the self-insured retention of \$100,000 per incident, should an actual injury and/or illness occur. Projected costs for all workers' compensation claims are included in the City's General Fund Budget.

Background and Analysis

California Labor Code Section 3600.2(a) provides workers' compensation coverage for injuries sustained by a peace officer while off duty within the State. Following the 2017 Las Vegas shooting, several peace officers filed workers' compensation claims for injuries arising from their off-duty conduct, but their claims were denied because the California Labor Code did not extend workers' compensation coverage for out-of-state injuries. In response, AB 1749 was introduced to amend the California Labor Code governing workers' compensation benefits.

In September 2018, Governor Brown signed the bill into law, effective January 1, 2019. The law specifically amends the Labor Code to permit public agencies to accept workers' compensation liability for a peace officer and provide benefits, if the peace officer "is injured, dies, or is disabled from performing his or her duties as a peace officer by reason of engaging in the apprehension or attempted apprehension of law violators or suspected law violators, or protection or preservation of life or property, or the preservation of the peace, outside the state of California, but was not at the time acting under the immediate direction of his or her employer...".

AB 1749 does not create a mandate that a public employer accept workers' compensation liability under the circumstances described above. Rather, the law expressly states that an employer may accept liability and provide benefits at its discretion or in accordance with an adopted resolution, as long as the employer decides that providing benefits serves the public purpose of the employer. The law applies broadly to any out-of-state injury or illness sustained

Subject: Recommendation to Amend Workers' Compensation Coverage

Date: November 14, 2019

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by a peace officer "by reason of engaging in the apprehension or attempted apprehension of law violators or suspected law violators, or protection or preservation of life or property, or the preservation of the peace". The Statute permits agencies to modify the resolution to limit the out-of-state circumstances in which it applies (e.g., limit it to a response to an active shooter situation, act of domestic terrorism, or catastrophic event such as an earthquake, flood or mudslide).

The City's providers of workers' compensation liability coverage, including PARSAC and PARSAC's excess providers, LAWCX and CSAC-EIA, have amended their Memoranda of Coverage to provide workers' compensation coverage in accordance with the new law.

Staff recommends adopting a resolution authorizing the City to accept liability for coverage to mirror the changes made by PARSAC, LAWCX and CSAC-EIA, with limitations on the circumstances covered to that of an active shooter situation or other incident likely to cause multiple casualties, an act of domestic terrorism as defined by Section 2331 of Title 18 of the United States Code, or a catastrophic event such as an earthquake, flood or mudslide requiring local law enforcement deployment. Further staff recommends that to be covered by these provisions the peace officer(s) must have performed the qualifying actions in compliance with law enforcement standards applicable to City of Citrus Heights Police Department peace officers. Such claims shall be subject to the same rules regarding workers' compensation coverage as a claim for injury and/or illness which occurred within the state of California.

Attachments

1. Text of AB 1749
2. Resolution 2019-___ A Resolution of the City Council of the City of Citrus Heights California amending Workers' Compensation Coverage to Accept Liability for Off-Duty Peace Officers Injured Out-of-State in Limited Circumstances

Assembly Bill No. 1749

CHAPTER 707

An act to amend Section 3600.2 of the Labor Code, relating to workers' compensation.

[Approved by Governor September 23, 2018. Filed with
Secretary of State September 23, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1749, Daly. Workers' compensation: off-duty peace officer.

Existing law establishes a workers' compensation system, administered by the Administrative Director of the Division of Workers' Compensation, to compensate an employee for injuries sustained in the course of his or her employment. Existing law requires workers' compensation proceedings to commence within one year of specified dates and circumstances, including, among others, the date of injury.

Existing law provides that whenever any peace officer, as defined, is injured, dies, or is disabled from performing his or her duties as a peace officer by reason of engaging in the apprehension or attempted apprehension of law violators or suspected law violators, or protection or preservation of life or property, or the preservation of the peace anywhere in this state, including the local jurisdiction in which he or she is employed, but is not at the time acting under the immediate direction of his or her employer, the peace officer or his or her dependents, as the case may be, shall be accorded by his or her employer all of the same benefits, including the benefits that the peace officer or his or her dependents would have received had that peace officer been acting under the immediate direction of his or her employer. Existing law provides that any injury, disability, or death incurred under the circumstances described in this section shall be deemed to have arisen out of and been sustained in the course of employment for purposes of workers' compensation and all other benefits.

This bill would state that an employer, at its discretion or in accordance with specified policies, is not precluded from accepting liability for compensation for an injury sustained by a peace officer by reason of engaging in the apprehension or attempted apprehension of law violators or suspected law violators, or protection or preservation of life or property, or the preservation of the peace, outside the state of California, but who was not at the time acting under the immediate direction of his or her employer, including any claims for injuries sustained by peace officers during the October 1, 2017, mass shooting in Las Vegas, Nevada, if the employer determines providing compensation serves its public purposes. The bill, for purposes of worker's compensation claims filed for injuries sustained during the October 1, 2017, mass shooting in Las Vegas, Nevada, would deem the

date of injury as the operative date of these provisions. The bill would provide that acceptance of liability shall not affect the determination of whether or not the peace officer acted within the scope of his or her employment for any other purpose.

The people of the State of California do enact as follows:

SECTION 1. Section 3600.2 of the Labor Code is amended to read:

3600.2. (a) Whenever any peace officer, as defined in Section 50920 of the Government Code, is injured, dies, or is disabled from performing his or her duties as a peace officer by reason of engaging in the apprehension or attempted apprehension of law violators or suspected law violators, or protection or preservation of life or property, or the preservation of the peace, anywhere in this state, including the local jurisdiction in which he or she is employed, but is not at the time acting under the immediate direction of his or her employer, the peace officer or his or her dependents, as the case may be, shall be accorded by the peace officer's employer all of the same benefits, including the benefits of this division, that the peace officer or his or her dependents would have received had that peace officer been acting under the immediate direction of his or her employer. Any injury, disability, or death incurred under the circumstances described in this section shall be deemed to have arisen out of and been sustained in the course of employment for purposes of workers' compensation and all other benefits.

(b) Nothing in this section shall be deemed to:

(1) Require the extension of any benefits to a peace officer who at the time of his or her injury, death, or disability is acting for compensation from one other than the city, county, city and county, judicial district, or town of his or her primary employment.

(2) Require the extension of any benefits to a peace officer employed by a city, county, city and county, judicial district, or town which by charter, ordinance, or departmental regulation, whether now in force or hereafter enacted or promulgated, expressly prohibits the activity giving rise to the injury, disability, or death.

(3) Enlarge or extend the authority of any peace officer to make an arrest; provided, however, that illegality of the arrest shall not affect the extension of benefits by reason of this act if the peace officer reasonably believed that the arrest was not illegal.

(4) Preclude an employer, at its discretion or in accordance with written policies adopted by resolution of the employer's governing body, from accepting liability for compensation under this division for an injury sustained by a peace officer, as defined in Section 50920 of the Government Code, by reason of engaging in the apprehension or attempted apprehension of law violators or suspected law violators, or protection or preservation of life or property, or the preservation of the peace, outside the state of California, but who was not at the time acting under the immediate direction of his or her employer, including any claims for injuries sustained by peace

officers during the October 1, 2017, mass shooting in Las Vegas, Nevada, if the employer determines that providing compensation serves the public purposes of the employer. For claims filed pursuant to this paragraph by peace officers for injuries sustained during the October 1, 2017, mass shooting in Las Vegas, Nevada, the date of injury for purposes of subdivision (a) of Section 5405 shall be deemed the operative date of the act adding this paragraph. Acceptance of liability under this subdivision shall not affect the determination of whether or not the peace officer acted within the scope of his or her employment for any other purpose.

O

RESOLUTION NO. 2019- ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA, AMENDING WORKERS' COMPENSATION COVERAGE TO ACCEPT
LIABILITY FOR OFF-DUTY PEACE OFFICERS INJURED OUT- OF-STATE IN LIMITED
CIRCUMSTANCES**

WHEREAS, Labor Code Section 3600.2 was amended by Assembly Bill 1749 in 2018, to allow a peace officer employer to accept liability for workers' compensation liability and provide benefits for an injury or illness sustained by a peace officer by reason of engaging in the apprehension or attempted apprehension of law violators or suspected law violators, or protection or preservation of life or property, or the preservation of the peace, outside the state of California, but who was not at the time acting under the immediate direction of his or her employer, if the employer determines that providing compensation serves the public purposes of the employer;

WHEREAS, the City's workers' compensation provider, Public Agency Risk Sharing Authority of California (PARASC), has amended its Memorandum of Coverage to provide coverage for peace officers who sustain a bodily injury or occupational illness while out of state under the circumstances described in Section 3600.2, but only if, prior to the occurrence, the governing board of the covered member has adopted a resolution under Section 3600.2, subsection (b)(4), accepting liability for such injury and or illness under the California workers' compensation law; and,

WHEREAS, the City desires to accept workers' compensation liability for peace officers who sustain an injury or illness while out of state in accordance with Labor Code Section 3600.2 and the PARSAC Memorandum of Coverage;

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

1. The City authorizes and agrees to accept liability for workers' compensation benefits under California Labor Code, Division 4 for an injury or illness sustained by a peace officer by reason of engaging in the apprehension or attempted apprehension of law violators or suspected law violators, or protection or preservation of life or property, or the preservation of the peace, outside the state of California, but who was not at the time acting under the immediate direction of the City. This resolution is adopted pursuant to Labor Code Section 3600.2, subsection (b)(4).
2. The City finds and determines that providing workers' compensation benefits in the circumstances described in paragraph 1 serves the public purposes of the City.
3. This coverage applies only to a peace officer as defined at Government Code Section 50920.
 - This coverage shall be limited to those circumstances which include response to:
 - An active shooter situation or other incident likely to cause multiple casualties,
 - An act of domestic terrorism as defined by Section 2331 of Title 18 of the United States Code, or

Resolution Authorizing Workers' Compensation Coverage to Accept Liability for Off-Duty Peace Officers Injured Out of State in Limited Circumstances

- A catastrophic event such as an earthquake, flood or mudslide requiring local law enforcement deployment.
- 4. To be covered under this resolution must have performed the qualifying actions in compliance with law enforcement standards applicable to City of Citrus Heights Department peace officers.
- 5. Such claims shall be subject to the same rules regarding workers' compensation coverage as a claim for injury and/or illness which occurred within the state of California.
- 6. This coverage applies to occurrences that happen on or after adoption of this resolution.

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

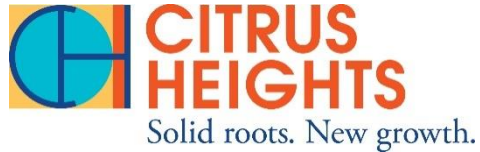
PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 14th day of November 2019, by the following vote, to wit:

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

Jeannie Bruins, Mayor

ATTEST:

Amy Van, City Clerk



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT MEMORANDUM

DATE: November 14, 2019

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

FROM: Ronda Rivera, Assistant City Manager
Monica Alejandrez, Human Resources Manager
Sharon Neilson, Senior Management Analyst

SUBJECT: Resolutions Adopting Amended Salary Table

Summary and Recommendation

Executive Salary Range

Consistent with Government Code Section 54953(c)(3) the Council must orally state a summary of Council action on salaries, salary schedules, and fringe benefits for Executive Managers. *For ease of records, that statement is as follows, and must be read orally:*

- 1) *“This item is a recommendation to approve the salary range for the Executive Management classification of General Services Director:*
 - *Salary range \$147,146.52 to \$194,601.27*

This classification will provide oversight to a department as determined by the City Manager, and will participate in the same fringe benefits as other Executive Managers.”

Amended Salary Table

Staff recommends the City Council adopt:

- a. Resolution No. 2019-____, 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 effective January 1, 2019, and
- b. Resolution No. 2019-____, A Resolution of the City Council of the City of Citrus Heights, California, adopting amended Salary Table, Exhibit B, which will become effective December 22, 2019.

Fiscal Impact

No compensation changes will occur, therefore there is no fiscal impact.

Background and Analysis

Executive Management Salary Range

Staff completed a review and analysis of the salary range for the executive management classification of General Services Director and recommends the following salary range:

Classification	Annual Low of Range	Annual High of Range
General Services Director	\$147,146.52	\$194,601.27

Amended Salary Table

California Code of Regulations, Title 2, Section 570.5 and requirements of the California Public Employees' Retirement System (CalPERS) requires that the payrate shall be listed on a schedule which:

1. Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws;
2. Identifies the position title for every employee position;
3. Shows the payrate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
4. Indicates the time base, including but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
5. Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
6. Indicates an effective date and date of any revisions;
7. Is retained by the employer and available for public inspection for not less than five years; and
8. Does not reference another document in lieu of disclosing the payrate.

The amended Salary Table (Exhibit A) reflects additions, revisions, and deletions that have occurred since adoption of the prior Salary Table effective January 1, 2019:

Added

1. Housing and Human Services Program Coordinator (reclassification of existing position)
2. Police Records Assistant I – Extra Help (temporary assistance)
3. Support Services Supervisor (reclassification of existing position – Police Records Supervisor)
4. Senior Accountant Auditor- Extra Help (temporary assistance)

Subject: Resolutions Adopting the Amended Salary Table

Date: November 14, 2019

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5. Senior Code Enforcement Officer (additional position approved to assist with rental housing inspection unit)
6. Senior Database and Applications Analyst (reclassification of existing position)

Revised Classification Titles

1. Communications Officer (title change from Public Information Officer)
2. Community Development Director (title change from Community and Economic Development Director)
3. Economic Development and Communications Manager (title change from Economic Development Manager)

Revised Salary Ranges

1. General Services Director (revised based on salary survey)
2. Economic Development and Communications Manager (revised due to addition of Communications responsibilities)
3. Junior Engineering Aide (revised based on salary survey)
4. Engineering Aide (revised based on salary survey)
5. Engineering Technician I (revised based on salary survey)
6. Engineering Technician II (revised based on salary survey)

Deleted

1. Police Officer Trainee (inactive)
2. Housing and Human Services Manager (inactive)

The Amended Salary Table (Exhibit B) includes changes required due to the California minimum wage increase. These changes will become effective December 22, 2019.

1. Intern-Extra Help
2. Police Officer-Reserve II-Extra Help
3. Police Officer-Reserve I Trainee –Extra Help (internal relationship adjustment)

Attachments

1. Resolution adopting Amended Salary Table, Exhibit A
2. Resolution adopting Amended Salary Table, Exhibit B

RESOLUTION NO. 2019 - ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA ADOPTING THE AMENDED SALARY TABLE, EXHIBIT A**

WHEREAS, the City of Citrus Heights engages in sound economic planning practices;

WHEREAS, California Code of Regulations, Title 2, Section 570.5 requires governing bodies of local agencies contracting with the California Public Employees' Retirement System to approve and adopt a payrate schedule in accordance with public meeting laws; and

WHEREAS, the payrate schedule must identify each position by title, the individual payrate amount or ranges for that position, the time base upon which the amounts are based, and track all revisions; and

WHEREAS, the City Council wishes to approve an update to the salary range for the classification of General Services Director assigned to the Executive Management Broadband;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Citrus Heights hereby finds and determines the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council as set forth below.

The City Council hereby adopts the amended Salary Table, Exhibit A, incorporating changes since adoption of the last Salary Table effective January 1, 2019, and attached to this resolution as follows:

Classification	Effective Date	Change	Salary/Hourly Low	Salary/Hourly High
Communications Officer	9/1/2019	Title Change (Public Information Officer)	75,548.90	97,004.61
Community Development Director	9/1/2019	Title Change (Community and Economic Development Director)	142,858.65	188,933.27
Economic Development and Communications Manager	9/1/2019	Title Change & Salary range update	97,858.88	125,650.80
Engineering Aide	7/7/2019	Salary range update	21.7714	27.9545
Engineering Technician I	7/7/2019	Salary range update	23.9486	30.7500
Engineering Technician II	7/7/2019	Salary range update	26.3434	33.8250
General Services Director	11/14/2019	Salary range update	147,146.52	194,601.27
Housing and Human Services Manager	6/10/19	Delete		
Housing and Human Services Program Coordinator	6/10/19	Add	86,881.22	111,555.54
Junior Engineering Aide	7/7/2019	Salary range update	15.5510	19.9675
Police Officer Trainee	9/1/2019	Delete		
Police Records Assistant I-Extra Help	10/14/2019	Add	20.0340	25.7236
Police Records Supervisor	7/7/2019	Delete		
Senior Accountant Auditor-Extra Help	2/27/2019	Add	43.8582	56.3140
Senior Code Enforcement Officer	2/17/2019	Add	29.4136	37.7671
Senior Database and Applications Analyst	11/14/2019	Add	44.5614	57.2168
Support Services Supervisor	7/7/2019	Add	77,244.16	99,181.51

Printed on Recycled Paper

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

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 14th day of November 2019 by the following vote, to wit:

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

Jeannie Bruins, Mayor

ATTEST:

Amy Van, City Clerk

EXHIBIT A - Amended Salary Table Adopted November 14, 2019



**CITY OF CITRUS HEIGHTS
SALARY TABLE
Adopted: November 14, 2019**

POSITION TITLES	MINIMUM ANNUAL	MAXIMUM ANNUAL	MINIMUM HOURLY	MAXIMUM HOURLY
ACCOUNTANT			33.0195	42.3972
ACCOUNTING TECHNICIAN			24.3892	31.3157
ADMINISTRATIVE ASSISTANT			24.3892	31.3157
ADMINISTRATIVE TECHNICIAN			26.8279	34.4472
ANIMAL SERVICES OFFICER I			24.3088	31.2126
ANIMAL SERVICES OFFICER II			26.7396	34.3337
ASSISTANT CHIEF OF POLICE	144,900.50	186,052.25		
ASSISTANT CITY CLERK	73,770.38	94,720.98		
ASSISTANT CITY MANAGER	157,146.77	207,826.60		
ASSISTANT ENGINEER			32.6101	41.8716
ASSISTANT PLANNER			29.3446	37.6786
ASSISTANT TO THE CITY MANAGER	95,569.27	122,710.80		
ASSOCIATE CIVIL ENGINEER	82,073.19	105,382.02	39.4583	50.6645
ASSOCIATE ENGINEER			35.8712	46.0585
ASSOCIATE ENGINEER - XTRA HELP			35.8712	46.0585
ASSOCIATE PLANNER	68,349.18	87,760.35		
BUILDING INSPECTOR I			27.5139	35.3279
BUILDING INSPECTOR II			30.2652	38.8606
CHIEF BUILDING OFFICIAL	103,855.71	133,350.93		
CHIEF OF POLICE	174,506.21	230,787.26		
CITY CLERK	91,225.13	117,133.06		
CITY ENGINEER	124,224.81	159,504.67		
CITY ENGINEER - XTRA			59.7235	76.6849
CITY MANAGER	267,903.00			
CITY MANAGER'S EXECUTIVE ASSISTANT	68,680.75	88,186.01		
CODE ENFORCEMENT OFFICER I			24.3088	31.2126
CODE ENFORCEMENT OFFICER II			26.7396	34.3337
CODE ENFORCEMENT TECH			22.0989	28.3750
COMMUNICATIONS OFFICER	75,548.90	97,004.61		
COMMUNITY DEVELOPMENT DIRECTOR	142,858.65	188,933.27		
COMMUNITY SERVICES DIRECTOR	150,003.73	198,379.93		
COMMUNITY SERVICES OFFICER I			20.2395	25.9875
COMMUNITY SERVICES OFFICER II			22.2635	28.5864
COMMUNITY SVCS OFFICER - XTRA			20.2395	25.9875
CONSTRUCTION / MAINT INSP I			25.8648	33.2105
CONSTRUCTION / MAINT INSP II			28.4513	36.5315
CONSTRUCTION/MAINT INSP SUPERV	86,881.22	111,555.34		
CRIME SCENE / PROP EVD SPEC I			24.4393	31.3800
CRIME SCENE / PROP EVD SPEC II			26.8832	34.5179
CUSTODIAN			15.8000	20.5500
DATA ENTRY ASST - XTRA HELP			14.3100	18.3740
DATABASE & APPLICATION ANALYST			40.5103	52.0153
DEVELOPMENT SERVICES TECH I			23.3581	29.9917
DEVELOPMENT SERVICES TECH II			25.6940	32.9910
DEVELOPMENT SPECIALIST I	68,680.75	88,186.01		
DEVELOPMENT SPECIALIST II	75,548.90	97,004.61		
ECONOMIC DEVELOPMENT AND COMMUNICATIONS MANAGER	97,858.88	125,650.80		
ENGINEERING AIDE			21.7714	27.9545
ENGINEERING TECHNICIAN I			23.9486	30.7500
ENGINEERING TECHNICIAN II			26.3434	33.8250
EVENT & COMMUNITY CTR TECH			22.0989	28.3750

POSITION TITLES	MINIMUM ANNUAL	MAXIMUM ANNUAL	MINIMUM HOURLY	MAXIMUM HOURLY
EXECUTIVE ASSISTANT			29.5107	37.8917
FACILITY AND GRNDS MANAGER	103,855.71	133,350.93		
FACILITY AND GRNDS SUPERVISOR	86,881.22	111,555.34		
FACILITY ATTENDANT			15.8000	15.8000
FACILITY ATTENDANT TRAINEE			14.0000	14.0000
FINANCE DIRECTOR	142,858.65	188,933.27		
FINANCE MANAGER	103,855.71	133,350.93		
FINANCIAL ASSISTANT II			19.0463	24.4555
FLEET TECHNICIAN			24.1881	31.0575
GENERAL SERVICES DIRECTOR	147,146.52	194,601.27		
GRANTS & HOUSING PROG TECH I			23.3581	29.9917
GRANTS & HOUSING PROG TECH II			25.6940	32.9910
HOUSING & HUMAN SERVICES PROGAM COORDINATOR	86,881.22	111,555.34		
HOUSING PLANNER	67,140.65	86,208.59		
HR & CITY INFO TECHNICIAN			29.5107	37.8917
HUMAN RESOURCES & CTY INFO DIR	142,858.65	188,933.27		
HUMAN RESOURCES ANALYST I	68,680.75	88,186.01		
HUMAN RESOURCES ANALYST II	75,548.90	97,004.61		
HUMAN RESOURCES ASSOCIATE			24.3892	31.3157
HUMAN RESOURCES MANAGER	109,136.96	140,131.76		
INFORMATION TECH ANALYST I			32.0240	41.1188
INFORMATION TECH ANALYST II			35.2264	45.2307
INFORMATION TECH MANAGER	109,136.96	140,131.76		
INFORMATION TECH TECHNICIAN			27.8658	35.7797
INTERN - EXTRA HELP			12.0000	12.0000
JUNIOR ENGINEERING AIDE			15.5510	19.9675
JUNIOR PLANNER			27.9473	35.8845
MAINTENANCE WORKER I			19.1210	24.5513
MAINTENANCE WORKER II			21.0332	27.0064
MANAGEMENT AIDE			16.6843	21.4227
MANAGEMENT ANALYST I	68,680.75	88,186.01		
MANAGEMENT ANALYST II	75,548.90	97,004.61		
MANAGEMENT INTERN - EXTRA HELP			14.5081	18.6284
OFFICE ASSISTANT			17.6496	22.6620
OFFICE ASSISTANT - XTRA			17.6496	22.6620
OPERATIONS MANAGER	103,855.71	133,350.93		
PAYROLL SPECIALIST			33.0195	42.3972
PAYROLL TECHNICIAN			26.8279	34.4472
PLANNING MANAGER	103,855.71	133,350.93		
PLANNING TECHNICIAN			23.9877	30.8002
POLICE COMMANDER	131,727.82	169,138.40		
POLICE COMMUNICATNS SUPERVISOR	77,244.16	99,181.51		
POLICE CRIME ANALYST			29.5715	37.9698
POLICE DISPATCH ASSISTANT			19.0629	24.4768
POLICE DISPATCHER I*			26.6882	34.2675
POLICE DISPATCHER II*			29.3571	37.6944
POLICE DISPATCHER- PER DIEM A			28.3135	28.3135
POLICE DISPATCHER- PER DIEM B			34.2675	34.2675
POLICE DISPATCHER- PER DIEM C			37.6944	37.6944
POLICE FLEET MANAGER-XTRA			49.9306	64.1110
POLICE LIEUTENANT	112,822.03	144,863.69		
POLICE OFFICER			33.3224	43.2014
POLICE OFFICER - R1 TRAINEE-XTRA			15.6000	16.6920
POLICE OFFICER - RESERVE I-XTRA			33.3224	43.2014
POLICE OFFICER - RESERVE II-XTRA			12.0000	15.4800
POLICE RECORDS ASSIST I- XTRA			20.0340	25.7236
POLICE RECORDS ASSISTANT I*			20.0340	25.7236
POLICE RECORDS ASSISTANT II*			22.0375	28.2960
POLICE RECORDS ASSISTANT II-XTRA			22.0375	28.2960

POSITION TITLES	MINIMUM ANNUAL	MAXIMUM ANNUAL	MINIMUM HOURLY	MAXIMUM HOURLY
POLICE SERGEANT			41.0858	52.7541
PRINCIPAL ACCOUNTANT - AUDITOR	99,215.42	127,392.58		
PRINCIPAL CIVIL ENGINEER	103,822.53	133,308.12		
PRINCIPAL IT ANALYST	99,215.42	127,392.58		
PROGRAM ANALYST			32.0240	41.1188
PROGRAM ANALYST-XTRA			32.0240	41.1188
PROGRAM ASSISTANT			19.4145	24.9281
PROPERTY CLERK-XTRA			19.2022	24.6556
RECEPTIONIST			14.1198	18.1295
SENIOR ACCOUNTANT-AUDITOR-EXTRA HELP			43.8582	56.3140
SENIOR ACCOUNTANT-AUDITOR	91,225.13	117,133.06		
SENIOR BUILDING INSPECTOR			34.8050	44.6897
SENIOR CIVIL/TRAFFIC ENGINEER	94,384.19	121,189.12		
SENIOR COMMUNITY SERVICES OFCR			25.6030	32.8743
SENIOR DATABASE & APPLICATIONS ANALYST			44.5614	57.2168
SENIOR IT TECHNICIAN			32.0457	41.1464
SENIOR MAINTENANCE WORKER			24.1881	31.0575
SENIOR MANAGEMENT ANALYST	86,881.22	111,555.34		
SENIOR OFFICE ASSISTANT			19.4145	24.9281
SENIOR PLANNER	78,601.56	100,924.40		
SENIOR PLANNING TECHNICIAN			26.3864	33.8802
SENIOR POLICE DISPATCHER*			32.2928	41.4638
SENIOR TRAFFIC TECHNICIAN			28.4513	36.5315
SR ANIMAL SERVICES OFFICER			30.7496	39.4871
SR CRIME SCENE / PROP EVID SPC			29.5715	37.9698
SR POLICE RECORDS ASSISTANT*			24.2412	31.1256
SR POLICE RECORDS ASSISTANT-XTRA			24.2412	31.1256
SR. CODE ENFORCEMENT OFFICER			29.4136	37.7671
STREETS & UTILITIES MAINT SUP	86,881.22	111,555.34		
SUPPORT SERVICES MANAGER	115,146.70	147,848.25		
SUPPORT SERVICES SUPERVISOR	77,244.16	99,181.51		
TRAFFIC & SIGNAL OPERATION SUP	86,881.22	111,555.34		
VOLUNTEER COORDINATOR-XTRA			22.2635	28.5864

*Hourly rate based on 1872 annual hours

CITY COUNCIL \$600 Per month (as outlined in Government Code § 36516)

POSITION TITLES**MINIMUM
ANNUAL****MAXIMUM
ANNUAL****MINIMUM
HOURLY****MAXIMUM
HOURLY****Revision Summary**

Resolution 2013-097 passed 09-04-2013; eff. 07-01-2013
Resolution 2013-129 passed 12-13-2013; eff. pay date of 01-17-2014
Resolution 2014-018 passed 02-13-2014; eff. 02-13-14
Resolution 2014-049 passed 06-12-2014; eff. 06-12-2014
Resolution 2014-118 passed 12-11-2014 Retroactive Schedule for FY 2012-2013
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Resolution 2015-007 passed 01-22-2015 eff. 01-25-2015
Resolution 2015-077 passed 07-23-2015 eff. pay date of 07-17-2015
Resolution 2015-106 passed 12-10-2015 eff. 01-01-2016
Resolution 2016-041 passed 06-23-2016 eff. pay date of 07-15-16
Resolution 2016-057 passed 07-28-2016 eff. 06-25-2016 (incl. represented)
Resolution 2016-099 passed 12-08-2016 eff. 01-01-2017
Resolution 2017-026 passed 04-27-2017 eff. retroactive to 11-14-16
Resolution 2017-024 passed 04-27-2017 eff. 04-27-2017
Resolution 2017-065 passed 08-10-2017 eff. 08-13-2017
Resolution 2017-075 passed 08-24-2017 eff. 09-03-2017
Resolution 2017-087 passed 10-12-2017 eff. 10-12-2017
Resolution 2017-090 passed 10-26-2017 eff. 10-29-2017 (incl. represented POA)
Resolution 2017-096 passed 12-14-2017 eff. 01-01-2018
Resolution 2018-046 passed 05-24-2018 eff. retroactive to 02-17-2018
Resolution 2018-117 passed 11-08-2018 eff. 11-08-2018
Resolution 2018-128 passed 12-13-2018 eff. 12-23-2018
Resolution 2019-017 passed 01-24-2019 eff. retroactive to 01-06-2019
Resolution 2019-___passed 11-14-2019

RESOLUTION NO. 2019 - ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,
CALIFORNIA ADOPTING THE AMENDED SALARY TABLE, EXHIBIT B**

WHEREAS, the City of Citrus Heights engages in sound economic planning practices;

WHEREAS, California Code of Regulations, Title 2, Section 570.5 requires governing bodies of local agencies contracting with the California Public Employees' Retirement System to approve and adopt a payrate schedule in accordance with public meeting laws; and

WHEREAS, the payrate schedule must identify each position by title, the individual payrate amount or ranges for that position, the time base upon which the amounts are based, and track all revisions; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Citrus Heights hereby finds and determines the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council as set forth below.

The City Council hereby adopts the amended Salary Table, Exhibit B, effective December 22, 2019, attached to this resolution as follows:

Classification	Effective Date	Changes due to California Minimum Wage Requirements	Hourly Low	Hourly High
Intern-Extra Help	12/22/2019	Salary Range update	13.0000	13.0000
Police Officer-Reserve II-Extra Help	12/22/2019	Salary Range update	13.0000	16.6920
Police Officer-Reserve I Trainee-Extra Help	12/22/2019	Salary range update	16.9000	18.0830

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

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 14th day of November 2019 by the following vote, to wit:

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

Jeannie Bruins, Mayor

ATTEST:

Amy Van, City Clerk

EXHIBIT B – Amended Salary Table effective December 22, 2019



**CITY OF CITRUS HEIGHTS
SALARY TABLE**
Adopted: November 14, 2019
Effective Date : December 22, 2019

POSITION TITLES	MINIMUM ANNUAL	MAXIMUM ANNUAL	MINIMUM HOURLY	MAXIMUM HOURLY
ACCOUNTANT			33.0195	42.3972
ACCOUNTING TECHNICIAN			24.3892	31.3157
ADMINISTRATIVE ASSISTANT			24.3892	31.3157
ADMINISTRATIVE TECHNICIAN			26.8279	34.4472
ANIMAL SERVICES OFFICER I			24.3088	31.2126
ANIMAL SERVICES OFFICER II			26.7396	34.3337
ASSISTANT CHIEF OF POLICE	144,900.50	186,052.25		
ASSISTANT CITY CLERK	73,770.38	94,720.98		
ASSISTANT CITY MANAGER	157,146.77	207,826.60		
ASSISTANT ENGINEER			32.6101	41.8716
ASSISTANT PLANNER			29.3446	37.6786
ASSISTANT TO THE CITY MANAGER	95,569.27	122,710.80		
ASSOCIATE CIVIL ENGINEER	82,073.19	105,382.02	39.4583	50.6645
ASSOCIATE ENGINEER			35.8712	46.0585
ASSOCIATE ENGINEER - XTRA HELP			35.8712	46.0585
ASSOCIATE PLANNER	68,349.18	87,760.35		
BUILDING INSPECTOR I			27.5139	35.3279
BUILDING INSPECTOR II			30.2652	38.8606
CHIEF BUILDING OFFICIAL	103,855.71	133,350.93		
CHIEF OF POLICE	174,506.21	230,787.26		
CITY CLERK	91,225.13	117,133.06		
CITY ENGINEER	124,224.81	159,504.67		
CITY ENGINEER - XTRA			59.7235	76.6849
CITY MANAGER	267,903.00			
CITY MANAGER'S EXECUTIVE ASSISTANT	68,680.75	88,186.01		
CODE ENFORCEMENT OFFICER I			24.3088	31.2126
CODE ENFORCEMENT OFFICER II			26.7396	34.3337
CODE ENFORCEMENT TECH			22.0989	28.3750
COMMUNICATIONS OFFICER	75,548.90	97,004.61		
COMMUNITY DEVELOPMENT DIRECTOR	142,858.65	188,933.27		
COMMUNITY SERVICES DIRECTOR	150,003.73	198,379.93		
COMMUNITY SERVICES OFFICER I			20.2395	25.9875
COMMUNITY SERVICES OFFICER II			22.2635	28.5864
COMMUNITY SVCS OFFICER - XTRA			20.2395	25.9875
CONSTRUCTION / MAINT INSP I			25.8648	33.2105
CONSTRUCTION / MAINT INSP II			28.4513	36.5315
CONSTRUCTION/MAINT INSP SUPERV	86,881.22	111,555.34		
CRIME SCENE / PROP EVD SPEC I			24.4393	31.3800
CRIME SCENE / PROP EVD SPEC II			26.8832	34.5179
CUSTODIAN			15.8000	20.5500
DATA ENTRY ASST - XTRA HELP			14.3100	18.3740
DATABASE & APPLICATION ANALYST			40.5103	52.0153
DEVELOPMENT SERVICES TECH I			23.3581	29.9917
DEVELOPMENT SERVICES TECH II			25.6940	32.9910
DEVELOPMENT SPECIALIST I	68,680.75	88,186.01		
DEVELOPMENT SPECIALIST II	75,548.90	97,004.61		
ECONOMIC DEVELOPMENT AND COMMUNICATIONS MANAGER	97,858.88	125,650.80		
ENGINEERING AIDE			21.7714	27.9545
ENGINEERING TECHNICIAN I			23.9486	30.7500
ENGINEERING TECHNICIAN II			26.3434	33.8250
EVENT & COMMUNITY CTR TECH			22.0989	28.3750

POSITION TITLES	MINIMUM ANNUAL	MAXIMUM ANNUAL	MINIMUM HOURLY	MAXIMUM HOURLY
EXECUTIVE ASSISTANT			29.5107	37.8917
FACILITY AND GRNDS MANAGER	103,855.71	133,350.93		
FACILITY AND GRNDS SUPERVISOR	86,881.22	111,555.34		
FACILITY ATTENDANT			15.8000	15.8000
FACILITY ATTENDANT TRAINEE			14.0000	14.0000
FINANCE DIRECTOR	142,858.65	188,933.27		
FINANCE MANAGER	103,855.71	133,350.93		
FINANCIAL ASSISTANT II			19.0463	24.4555
FLEET TECHNICIAN			24.1881	31.0575
GENERAL SERVICES DIRECTOR	147,146.52	194,601.27		
GRANTS & HOUSING PROG TECH I			23.3581	29.9917
GRANTS & HOUSING PROG TECH II			25.6940	32.9910
HOUSING & HUMAN SERVICES PROGAM COORDINATOR	86,881.22	111,555.34		
HOUSING PLANNER	67,140.65	86,208.59		
HR & CITY INFO TECHNICIAN			29.5107	37.8917
HUMAN RESOURCES & CTY INFO DIR	142,858.65	188,933.27		
HUMAN RESOURCES ANALYST I	68,680.75	88,186.01		
HUMAN RESOURCES ANALYST II	75,548.90	97,004.61		
HUMAN RESOURCES ASSOCIATE			24.3892	31.3157
HUMAN RESOURCES MANAGER	109,136.96	140,131.76		
INFORMATION TECH ANALYST I			32.0240	41.1188
INFORMATION TECH ANALYST II			35.2264	45.2307
INFORMATION TECH MANAGER	109,136.96	140,131.76		
INFORMATION TECH TECHNICIAN			27.8658	35.7797
INTERN - EXTRA HELP			13.0000	13.0000
JUNIOR ENGINEERING AIDE			15.5510	19.9675
JUNIOR PLANNER			27.9473	35.8845
MAINTENANCE WORKER I			19.1210	24.5513
MAINTENANCE WORKER II			21.0332	27.0064
MANAGEMENT AIDE			16.6843	21.4227
MANAGEMENT ANALYST I	68,680.75	88,186.01		
MANAGEMENT ANALYST II	75,548.90	97,004.61		
MANAGEMENT INTERN - EXTRA HELP			14.5081	18.6284
OFFICE ASSISTANT			17.6496	22.6620
OFFICE ASSISTANT - XTRA			17.6496	22.6620
OPERATIONS MANAGER	103,855.71	133,350.93		
PAYROLL SPECIALIST			33.0195	42.3972
PAYROLL TECHNICIAN			26.8279	34.4472
PLANNING MANAGER	103,855.71	133,350.93		
PLANNING TECHNICIAN			23.9877	30.8002
POLICE COMMANDER	131,727.82	169,138.40		
POLICE COMMUNICATNS SUPERVISOR	77,244.16	99,181.51		
POLICE CRIME ANALYST			29.5715	37.9698
POLICE DISPATCH ASSISTANT			19.0629	24.4768
POLICE DISPATCHER I*			26.6882	34.2675
POLICE DISPATCHER II*			29.3571	37.6944
POLICE DISPATCHER- PER DIEM A			28.3135	28.3135
POLICE DISPATCHER- PER DIEM B			34.2675	34.2675
POLICE DISPATCHER- PER DIEM C			37.6944	37.6944
POLICE FLEET MANAGER-XTRA			49.9306	64.1110
POLICE LIEUTENANT	112,822.03	144,863.69		
POLICE OFFICER			33.3224	43.2014
POLICE OFFICER - R1 TRAINEE-XTRA			16.9000	18.0830
POLICE OFFICER - RESERVE I-XTRA			33.3224	43.2014
POLICE OFFICER - RESERVE II-XTRA			13.0000	16.6920
POLICE RECORDS ASSIST I- XTRA			20.0340	25.7236
POLICE RECORDS ASSISTANT I*			20.0340	25.7236
POLICE RECORDS ASSISTANT II*			22.0375	28.2960
POLICE RECORDS ASSISTANT II-XTRA			22.0375	28.2960

POSITION TITLES	MINIMUM ANNUAL	MAXIMUM ANNUAL	MINIMUM HOURLY	MAXIMUM HOURLY
POLICE SERGEANT			41.0858	52.7541
PRINCIPAL ACCOUNTANT - AUDITOR	99,215.42	127,392.58		
PRINCIPAL CIVIL ENGINEER	103,822.53	133,308.12		
PRINCIPAL IT ANALYST	99,215.42	127,392.58		
PROGRAM ANALYST			32.0240	41.1188
PROGRAM ANALYST-XTRA			32.0240	41.1188
PROGRAM ASSISTANT			19.4145	24.9281
PROPERTY CLERK-XTRA			19.2022	24.6556
RECEPTIONIST			14.1198	18.1295
SENIOR ACCOUNTANT-AUDITOR-EXTRA HELP			43.8582	56.3140
SENIOR ACCOUNTANT-AUDITOR	91,225.13	117,133.06		
SENIOR BUILDING INSPECTOR			34.8050	44.6897
SENIOR CIVIL/TRAFFIC ENGINEER	94,384.19	121,189.12		
SENIOR COMMUNITY SERVICES OFCR			25.6030	32.8743
SENIOR DATABASE & APPLICATIONS ANALYST			44.5614	57.2168
SENIOR IT TECHNICIAN			32.0457	41.1464
SENIOR MAINTENANCE WORKER			24.1881	31.0575
SENIOR MANAGEMENT ANALYST	86,881.22	111,555.34		
SENIOR OFFICE ASSISTANT			19.4145	24.9281
SENIOR PLANNER	78,601.56	100,924.40		
SENIOR PLANNING TECHNICIAN			26.3864	33.8802
SENIOR POLICE DISPATCHER*			32.2928	41.4638
SENIOR TRAFFIC TECHNICIAN			28.4513	36.5315
SR ANIMAL SERVICES OFFICER			30.7496	39.4871
SR CRIME SCENE / PROP EVID SPC			29.5715	37.9698
SR POLICE RECORDS ASSISTANT*			24.2412	31.1256
SR POLICE RECORDS ASSISTANT-XTRA			24.2412	31.1256
SR. CODE ENFORCEMENT OFFICER			29.4136	37.7671
STREETS & UTILITIES MAINT SUP	86,881.22	111,555.34		
SUPPORT SERVICES MANAGER	115,146.70	147,848.25		
SUPPORT SERVICES SUPERVISOR	77,244.16	99,181.51		
TRAFFIC & SIGNAL OPERATION SUP	86,881.22	111,555.34		
VOLUNTEER COORDINATOR-XTRA			22.2635	28.5864

*Hourly rate based on 1872 annual hours

CITY COUNCIL \$600 Per month (as outlined in Government Code § 36516)

POSITION TITLES**MINIMUM
ANNUAL****MAXIMUM
ANNUAL****MINIMUM
HOURLY****MAXIMUM
HOURLY****Revision Summary**

Resolution 2013-097 passed 09-04-2013; eff. 07-01-2013
Resolution 2013-129 passed 12-13-2013; eff. pay date of 01-17-2014
Resolution 2014-018 passed 02-13-2014; eff. 02-13-14
Resolution 2014-049 passed 06-12-2014; eff. 06-12-2014
Resolution 2014-118 passed 12-11-2014 Retroactive Schedule for FY 2012-2013
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Resolution 2015-077 passed 07-23-2015 eff. pay date of 07-17-2015
Resolution 2015-106 passed 12-10-2015 eff. 01-01-2016
Resolution 2016-041 passed 06-23-2016 eff. pay date of 07-15-16
Resolution 2016-057 passed 07-28-2016 eff. 06-25-2016 (incl. represented)
Resolution 2016-099 passed 12-08-2016 eff. 01-01-2017
Resolution 2017-026 passed 04-27-2017 eff. retroactive to 11-14-16
Resolution 2017-024 passed 04-27-2017 eff. 04-27-2017
Resolution 2017-065 passed 08-10-2017 eff. 08-13-2017
Resolution 2017-075 passed 08-24-2017 eff. 09-03-2017
Resolution 2017-087 passed 10-12-2017 eff. 10-12-2017
Resolution 2017-090 passed 10-26-2017 eff. 10-29-2017 (incl. represented POA)
Resolution 2017-096 passed 12-14-2017 eff. 01-01-2018
Resolution 2018-046 passed 05-24-2018 eff. retroactive to 02-17-2018
Resolution 2018-117 passed 11-08-2018 eff. 11-08-2018
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Resolution 2019-017 passed 01-24-2019 eff. retroactive to 01-06-2019
Resolution 2019-____passed 11-14-2019
Resolution 2019-____ passed 11-14-3019 eff. 12-22-2019



CITY OF CITRUS HEIGHTS

CITY COUNCIL STAFF REPORT

MEMORANDUM

DATE: November 14, 2019

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

FROM: Colleen McDuffee, Community Development Director
Greg Anderson, Chief Building Official

SUBJECT: **Amending Chapter 38 of the City of Citrus Heights Municipal Code Concerning Fire Prevention and Protection**

Summary and Recommendation

Every three years the California Building Standards Commission publishes the California Code of Regulations, Title 24. These Regulations have the same force as law and take effect 180 days after publication, or January 1, 2020.

Sacramento Metro Fire District (Metro Fire) has requested the city adopt local amendments to this Code based on local climatic, topographical or geological conditions as defined in Section 38-35 of the proposed ordinance. Staff recommends the City Council introduce for first reading, read by title only and waive the full reading of Ordinance No. 2019- an ordinance amending Chapter 38 Article II of the City of Citrus Heights Municipal Code to Adopt local amendments to the 2019 California Fire Code as submitted in Attachment 1.

Fiscal Impact

There is no direct fiscal impact to the city's adopted budget as a result of this action.

Background and Analysis

The need for adopting the 2019 California Fire Code by reference is to allow local amendments to the State Code. Metro Fire has requested local amendments to this Code such as, added cost of recovery fees, added violation penalties, added citation's with bail schedule, reduced fire areas for all occupancy types in regard to fire sprinkler requirements, and changes to minimum fire flows and fire hydrant spacing. The proposed ordinance will bring the City of Citrus Heights Municipal Code into conformity with 2019 State Fire Codes as well as provide amendments to meet local geographic, topographic and climatic conditions. Upon adoption, these amendments will supersede the 2016 State Adopted Fire Codes.

The Building Division supports the local amendments requested by Metro Fire.

City staff participates in the International Code Council (ICC), Sacramento Valley Association of Building Officials (SVABO) and California Association of Building Officials (CALBO), to ensure code development is consistent with all California jurisdictions, and to train Building Inspectors, Development Services Technicians, Plans Examiners, and Building Official on an ongoing basis. Seminars are offered on existing codes and new code requirements. This includes interaction with Metro Fire.

Metro Fire participates in the National Fire Protection Association (NFPA), International Code Council (ICC), Underwriter's Laboratory (UL), Northern California Fire Prevention Officers, and Sacramento Fire Prevention Officers Association (SRFPOA) to ensure code development is consistent with industry, State, and regional standards and practices.

To ensure the public is informed of updated code requirements, City and Metro Fire staff have collaborated on educational efforts including city Web site postings, informational handouts, and daily communication at the City Hall front counter.

Attachments

1. Ordinance No. 2019- _____ Local amendments to Chapter 38 Article II titled Fire Prevention and Protection

ORDINANCE NO. 2019- ____

**AN ORDINANCE OF THE CITY OF CITRUS HEIGHTS AMENDING CHAPTER 38
ARTICLE II OF THE CITRUS HEIGHTS MUNICIPAL CODE RELATING TO FIRE
PREVENTION AND PROTECTION**

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

The provisions of Chapter 38 of the City of Citrus Heights Code are amended as follows:

SECTION 1. Amendment. Article II, Sections 38-27 through 38-31 of the Citrus Heights Code is hereby amended as set forth below

Sec 38-27 Title. These regulations shall be known as the “Fire Code.”

Sec 38-28 Adoption of California Fire Code. There is hereby adopted by the City of Citrus Heights for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the 2019 California Building Standards Code, Title 24, California Code of Regulations, Part 9 (California Fire Code), published by the International Code Council in its entirety including Appendix 4, ~~Appendix B, Appendix BB, Appendix C, Appendix CC, Appendix O~~ and such portions as hereinafter deleted, modified or amended. Not less than one (1) copy of such code has been and now is filed with the Clerk of the City of Citrus Heights. From the effective date of this ordinance from which this article is derived, the provisions thereof shall be controlling within the limits of the City of Citrus Heights except that any inconsistent regulations and ordinances adopted pursuant to applicable law by a fire protection district or a community service district having a fire department within the city shall be controlling within that district's jurisdictional areas.

Sec 38-31 Definitions.

- (b) Wherever the words "~~Chief~~" ~~or “chief of the bureau of fire prevention are is~~ used in this Chapter or the California Fire Code, it shall mean the Chief of the Sacramento Metropolitan Fire District.

SECTION 2. Amendment. Article II, Section 38-32 of the Citrus Heights Code is hereby repealed in its entirety and replaced to read as set forth below:

Sec 38-32 Amendments to the 2019 Edition of the California Fire Code

SECTION 105.6.54 “CARNIVALS AND FAIRS” IS AMENDED AS FOLLOWS:

Section 105.6.54 Carnivals, fairs, festivals, or exhibitions. An operational permit is required to conduct a carnival, fair, festival, or exhibition.

SECTION 106.6 “COST RECOVERY FEES” IS ADDED AS FOLLOWS:

Section 106.6 Cost recovery fees. Cost recovery fees may be charged to any person, firm, corporation, or business that through negligence, violation of the law, or as a result of

carelessness, is responsible for an incident resulting in Fire Department response. (Health & Safety Code 13916)

SECTION 1089.1 “BOARD OF APPEALS ESTABLISHED” IS AMENDED AS FOLLOWS:

Section 1089.1 Board of appeals established. In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The fire code official shall be an ex-officio member of said board but shall not have a vote on any matter before the board. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the fire code official the Board of Directors of the fire protection district or Community Services District having jurisdiction, or the County of Sacramento Board of Supervisors in the Sacramento County Airport System.

SECTION 10910.4 “VIOLATION PENALTIES” IS AMENDED AS FOLLOWS:

Section 10910.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of [SPECIFY OFFENSE] an infraction or a misdemeanor punishable by a fine of not less than [AMOUNT] one hundred dollars (\$100) and not more than one thousand dollars (\$1,000), or by imprisonment [NUMBER OF DAYS] not exceeding 180 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

SECTION 110.4.2 “CITATIONS” IS ADDED AS FOLLOWS:

Section 110.4.2 Citations. The Chief, or his/her duly authorized representative, may issue citations for infractions or misdemeanor violations of this code pursuant to Section 13871 of the Health and Safety Code of the State of California and Chapter 5c (commencing with Section 853.6) of Title 3 of Part 2 of the Penal Code of the State of California.

SECTION 110.4.3 “CALIFORNIA BAIL SCHEDULE” IS ADDED AS FOLLOWS:

Section 110.4.3 - CALIFORNIA FIRE CODE BAIL SCHEDULE

<u>SECTION</u>	<u>NATURE OF OFFENSE</u>	<u>PC</u>	<u>MA</u>	<u>BAIL PA</u>	<u>NCA</u>	<u>TOTAL</u>
<u>110.4.3*</u>	<u>NC W/ORDERS OR NOTICE</u>	<u>X</u>		<u>\$1000</u>	<u>\$1700</u>	<u>\$2700</u>
<u>110.4.3*</u>	<u>NC W/CONDEMNATION TAG</u>	<u>X</u>		<u>\$1000</u>	<u>\$1700</u>	<u>\$2700</u>
<u>110.4.3*</u>	<u>DESTRUCTION OF TAGS</u>	<u>X</u>		<u>\$1000</u>	<u>\$1700</u>	<u>\$2700</u>
<u>110.4.3*</u>	<u>CONTINUANCE OF HAZARD</u>	<u>X</u>		<u>\$1000</u>	<u>\$1700</u>	<u>\$2700</u>

<u>SECTION</u>	<u>NATURE OF OFFENSE</u>	<u>PC</u>	<u>MA</u>	<u>BAIL PA</u>	<u>NCA</u>	<u>TOTAL</u>
<u>ALL OTHER SECTIONS</u>		<u>X</u>		<u>\$100</u>	<u>\$170</u>	<u>\$270</u>

* - MISDEMEANOR

PC - ELIGIBLE FOR PROOF OF CORRECTION

MA - MANDATORY APPEARANCE

PA - PENALTY ASSESSMENT

NCA - NIGHT COURT ASSESSMENT

NC - NONCOMPLIANCE

SECTION 112.4 “FAILURE TO COMPLY” IS AMENDED AS FOLLOWS:

Section 112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of an infraction or a misdemeanor punishable by a fine of not less than [AMOUNT] one hundred (\$100) dollars or more [AMOUNT] than one thousand (\$1000) dollars.

SECTION 202 “ALL-WEATHER DRIVING SURFACE” IS ADDED AS FOLLOWS:

ALL-WEATHER DRIVING SURFACE. A roadway with a minimum surface finish of one layer of asphalt or concrete that is designed to carry the imposed weight loads of fire apparatus.

Exception: R-3 occupancies located on Agricultural or Agricultural-Residential zoned lots.

SECTION 202 “APPROVED SUPERVISING STATION” IS ADDED AS FOLLOWS:

APPROVED SUPERVISING STATION. An alarm service provider’s UL listed, Type A, Full Service Central Station. The approved supervising station shall have the ability to relay the alarm to the (a) Sacramento Regional Fire/EMS Communications Center or (b) to the Sacramento International Airport Communication Center in an approved manner.

SECTION 202 “FALSE ALARM” IS AMENDED AS FOLLOWS:

FALSE ALARM. The willful and knowing or negligent initiation or transmission of a signal, message or other notification of an event of fire when no such danger exists.

SECTION 503.1.2.1 “ONE OR TWO-FAMILY DWELLING RESIDENTAL DEVELOPMENTS” IS ADDED AS FOLLOWS:

Section 503.1.2.1 One- or two-family dwelling residential developments. Developments of one- or two-family dwellings where the number of dwelling units exceed thirty-nine (39) shall be provided with two (2) separate and approved fire apparatus access roads.

SECTION 503.1.2.2 “REMOTENESS” IS ADDED AS FOLLOWS:

Section 503.1.2.2 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.

Section 503.6.1 “ELECTRIFIED SECURITY FENCES” IS ADDED AS FOLLOWS:

Section 503.6.1 Electrified security fences. Electrified security fences, where permitted by the building official of the municipality, must be approved by the fire code official prior to installation.

SECTION 505.1 “ADDRESS IDENTIFICATION” IS AMENDED AS FOLLOWS:

Section 505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than ~~46~~ inches (~~1021~~152.4 mm) high with a minimum stroke width of ½ inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

SECTION 505.1.1 “ILLUMINATION” IS ADDED AS FOLLOWS:

Section 505.1.1 Illumination. Address identification shall be internally or externally illuminated on all new buildings and existing buildings undergoing alterations. An illuminated directory board shall be required at every entrance where deemed necessary by the fire code official.

SECTION 507.1.1 “CONNECTION” IS ADDED AS FOLLOWS:

Section 507.1.1 Connection. When required by the fire code official, buildings without a public water supply shall be connected to the public water supply once the public water supply becomes available.

Exception: Group R-3 and Group U occupancies

SECTION 507.5.1 “WHERE REQUIRED” IS AMENDED AS FOLLOWS:

Section 507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than ~~4300~~ feet (~~122~~ 91.44 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or

building, on-site fire hydrants and mains capable of supplying the required fire flow shall be provided where required by the fire code official.

Exceptions:

1. For Group R-3 and Group U occupancies, the distance requirement shall be 600 feet (183 m).
2. ~~For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3, the distance requirement shall be not more than 600 feet (183 m).~~

SECTION 507.5.1.1 “HYDRANT FOR STANDPIPE SYSTEMS: IS AMENDED AS FOLLOWS:

Section 507.5.1.1 Hydrant for standpipe systems. Buildings equipped with a standpipe installed in accordance with Section 905 shall have a fire hydrant within ~~100~~40 feet (30 480 12,192 mm of the fire department connection.

Exception: The distance shall be permitted to ~~exceed~~ be increased up to 100 feet (30 480 mm) where approved by the fire code official.

SECTION 901.4.6 “PUMP AND RISER ROOM SIZE” IS AMENDED AS FOLLOWS:

Section 901.4.6 Pump and riser room size. ~~Where provided, Approved fire pump rooms and/or automatic sprinkler system riser rooms shall be provided in all new buildings protected by an automatic sprinkler system.~~ Fire pump rooms and automatic sprinkler system riser rooms shall be designed with adequate space for all equipment necessary for the installation, as defined by the manufacturer, with sufficient working space around the stationary equipment. Clearances around equipment to elements of permanent construction, including other installed equipment and appliances, shall be sufficient to allow inspection, service, repair or replacement without removing such elements of permanent construction or disabling the function of a required fire-resistance-rated assembly. Fire pump and automatic sprinkler system riser rooms shall be provided with doors and unobstructed passageways large enough to allow removal of the largest piece of equipment.

Exception: Group R-3 Occupancies.

SECTION 901.4.6.2 “MARKING ON ACCESS DOORS” IS AMENDED AS FOLLOWS:

Section 901.4.6.2 Marking on access doors. Access doors for automatic sprinkler system riser rooms and fire pump rooms shall be labeled with an approved sign. The lettering shall be in contrasting color to the background. Letters shall have a minimum height of ~~24~~ inches (~~51~~101.6 mm) with a minimum stroke of ~~3/8~~1/2 inch (~~102.7~~ mm).

SECTION 901.4.6.4 “LIGHTING” IS AMENDED AS FOLLOWS:

901.4.6.4 Lighting. Permanently installed artificial illumination and emergency illumination shall be provided in the automatic sprinkler system riser rooms and fire pump fire control rooms.

SECTION 901.6.3.2 “ELECTRONIC FILING” IS ADDED AS FOLLOWS:

Section 901.6.3.2 Electronic filing. When required by the fire code official, records of all system inspections, tests and maintenance required by the referenced standards and Title 19 of the California Code of Regulations shall be submitted to the fire code official electronically.

SECTION 901.6.4 “QUALIFICATIONS” IS ADDED AS FOLLOWS:

Section 901.6.4 Qualifications. All individuals or companies installing, repairing, testing, servicing or maintaining mechanical smoke removal systems, smoke and heat vents and other fire protection systems or appliances shall follow the state and local licensure regulations or have the appropriate license required by the California State Fire Marshal's Office.

SECTION 903.2. “WHERE REQUIRED” IS AMENDED AS FOLLOWS:

Section 903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.4220. For the provisions of this section, portions of buildings separated by fire walls shall not be considered separate buildings.

Exception:

1. Non-combustible, detached canopies open on four sides not exceeding the basic allowable area in CBC Table 506.2 used exclusively for the parking or storage of private or recreational vehicles and non-combustible storage (includes fuel islands).

SECTION 903.2.1.1 “GROUP A-1” IS AMENDED AS FOLLOWS:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds ~~12,000~~3,599 square feet (~~1115~~334.36 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multi-theater complex

SECTION 903.2.1.2 “GROUP A-2” IS AMENDED AS FOLLOWS:

903.2.1.2 Group A-2. An automatic sprinkler system shall be provided throughout stories containing Group A-2 occupancies and throughout all stories from the Group A-2 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds ~~5,000~~3,599 square feet (~~464~~334.36 m²);
2. The fire area has an occupant load of 100 or more.

3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The structure exceeds 3,599 square feet (334.36 m²), contains more than one fire area containing a Group A-2 occupancy, and is separated into two or more buildings by fire walls of less than 4-hour fire-resistance rating without openings.

SECTION 903.2.1.3 "GROUP A-3" IS AMENDED AS FOLLOWS:

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds ~~12,000~~ 3,599 square feet (~~1115~~ 334.36 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The structure exceeds 3,599 square feet (334.36 m²), contains more than one fire area containing exhibition and display rooms, and is separated into two or more buildings by fire walls of less than 4-hour fire-resistance rating without openings.

SECTION 903.2.1.4 "GROUP A-4" IS AMENDED AS FOLLOWS:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds ~~12,000~~ 3,599 square feet (~~1115~~ 334.36 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

SECTION 903.2.2.1 "GROUP B" IS ADDED AS FOLLOWS:

Section 903.2.2.1 Group B occupancies. An automatic sprinkler system shall be provided throughout stories containing Group B occupancies and throughout all stories from the Group B occupancy to and including the levels of exit discharge serving that occupancy where the fire area exceeds 3,599 square feet (334.36 m²).

SECTION 903.2.3 "GROUP E" IS AMENDED AS FOLLOWS:

903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than ~~12,000~~ 3,599 -square feet (~~1115~~ 334.36 -m²) in area.

2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.

Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area..

3. The Group E fire area has an occupant load of 300 or more.
4. In rooms or areas with special hazards such as laboratories, vocational shops and other such areas where hazardous materials in quantities not exceeding the maximum allowable quantity are used or stored.
5. Throughout any Group E structure greater than 3,599 square feet (334.36 m²) in area, which contains more than one fire area, and which is separated into two or more buildings by fire walls of less than 4-hour fire resistance rating without openings.
6. For public school state funded construction projects see Section 903.2.19.
7. For public school campuses, Kindergarten through 12th grade, see Section 903.2.20

SECTION 903.2.4 "GROUP F-1" IS AMENDED AS FOLLOWS:

903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds ~~12,000~~3,599 square feet (~~1115~~334.36 m²).
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds ~~24,000~~3,599 square feet (~~2230~~334.36 m²).
4. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).

SECTION 903.2.7 "GROUP M" IS AMENDED AS FOLLOWS:

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds ~~12,000~~3,599 square feet (~~1115~~334.36 m²).
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds ~~24,000~~3,599 square feet (~~2230~~334.36 m²).
4. A Group M occupancy used for the display and sale of upholstered furniture or mattresses ~~5,000~~3,599 square feet (~~464~~334.36 m²).
5. The structure exceeds ~~24,000~~3,599 square feet (~~465~~334.36 m²), contains more than one fire area containing a Group M occupancy, and is separated into two or more buildings by fire walls of less than 4-hour fire resistance rating without openings.

SECTION 903.2.8.1.1 "GROUP R-3 MANUFACTURED HOUSING" IS ADDED AS FOLLOWS:

Section 903.2.8.1.1 Group R-3 manufactured housing. An automatic sprinkler system in accordance with Title 25 of the California Code of Regulations, shall be installed in new or used one and two-family manufactured homes, mobile homes, and multi-unit manufactured housing with two dwelling units where a fire sprinkler system would normally be required in any residential unit that could be built on the same site.

SECTION 903.2.8.3 "GROUP R-4" IS AMENDED AS FOLLOWS:

903.2.8.3 Group R-4. An automatic sprinkler system installed in accordance with Section 903.3.1.2/ shall be ~~permitted~~ *provided* in Group R-4 occupancies.

SECTION 903.2.9 "GROUP S-1" IS AMENDED AS FOLLOWS:

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds ~~12,000-3,599~~ square feet (~~1115-334.36~~ m²).
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds ~~24,000-3,599~~ square feet (~~2230-334.36~~ m²).
4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds ~~5,000-3,599~~ square feet (~~464-334.36~~ m²).
5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m²).

SECTION 903.2.9.1 "REPAIR GARAGES" IS AMENDED AS FOLLOWS:

903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the California Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding ~~10,000-3,599~~ square feet (~~929-334.36~~ m²).
2. Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding ~~12,000-3,599~~ square feet (~~1115-334.36~~ m²).
3. Buildings with repair garages servicing vehicles parked in basements.
4. A Group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds ~~5,000-3,599~~ -square feet (~~464-334.36~~ m²).

SECTION 903.2.10 "GROUP S-2 ENCLOSED PARKING GARAGES" IS AMENDED AS FOLLOWS:

903.2.10 Group S-2 enclosed parking garages. An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.4 as follows:

1. Where the fire area of the enclosed parking garage exceeds ~~12,000~~ 3,599 square feet (~~1115~~ 334.36 m²); or
2. Where the enclosed parking garage is located beneath other groups.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.

SECTION 903.2.10.1 “COMMERCIAL PARKING GARAGES” IS AMENDED AS FOLLOWS:

903.2.10.1 Commercial parking garages. An automatic sprinkler system shall be provided throughout buildings used for storage of commercial motor vehicles where the fire area exceeds ~~5,000~~ 3,599 square feet (~~464~~ 334.36 m²).

SECTION 903.2.18.1 "GROUP U PRIVATE GARAGES AND CARPORTS" IS ADDED AS FOLLOWS:

903.2.18.1 Group U private garages and carports. Carports and garages within 6-feet of a Group R occupancy equipped with automatic fire sprinklers, shall be protected by fire sprinklers in accordance with NFPA 13D or NFPA 13, as applicable.

SECTION 903.3.1.2 “NFPA 13R SPRINKLER SYSTEMS” IS DELETED

SECTION 903.3.8.4 “SUPERVISION” IS AMENDED AS FOLLOWS:

Section 903.3.8.4 Supervision. Control valves shall not be installed between the water supply and sprinklers unless the valves are of an approved indicating type that are supervised ~~or~~ and secured in the open position.

SECTION 903.3.9 “FLOOR CONTROL VALVES” IS AMENDED AS FOLLOWS:

903.3.9 Floor control valves. Floor control valves and water flow detection assemblies shall be installed at each floor in multi-story buildings, at an approved location. ~~where any of the following occur:~~

- ~~1. Buildings where the floor level of the highest story is located more than 30 feet above the lowest level of fire department vehicle access.~~
- ~~2. Buildings that are four or more stories in height.~~
- ~~3. Buildings that are two or more stories below the highest level of fire department vehicle access.~~

Exception: Group R-3 and R-3.1 occupancies floor control valves and water flow detection assemblies shall not be required.

SECTION 903.4.2 “ALARMS” IS AMENDED AS FOLLOWS:

Section 903.4.2 Alarms. One exterior approved audible/visual device, located on the exterior of the building in an approved location, and shall be connected to each automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of

a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

SECTION 903.4.3 "FLOOR CONTROL VALVES" IS AMENDED AS FOLLOWS:

Section 903.4.3 Floor control valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor in ~~high-rise buildings and Group I-2 occupancies having occupied floors located more than 75 feet above the lowest level of fire department vehicle access~~multi-story buildings.

SECTION 903.6 "WHERE REQUIRED IN EXISTING BUILDINGS AND STRUCTURES" IS AMENDED AS FOLLOWS:

Section 903.6 Where required in existing buildings and structures. An automatic sprinkler system shall be provided in existing buildings and structures where required in Chapter 11 and as follows:

1. When there is a change in occupancy classification that results in an increased life safety or fire risk as determined by the fire code official and the structure exceeds 3,599 square feet (334.36 m²), an automatic fire sprinkler system shall be installed throughout the building.
2. In existing buildings and structures exceeding 3,599 square feet (334.36 m²), where the floor area of the building or structure is increased.

Exception: When the building increase is to accommodate state mandated ADA improvements and is less than 500 (46.45 m²) square feet.

3. In existing buildings and structures less than 3,600 (334.45 m²) square feet, where the floor area of the building or structure is increased to exceed 3,599 square feet of (334.36 m²).

Exception: When the building increase is to accommodate state mandated ADA improvements and is less than 500 (46.45 m²) square feet.

SECTION 903.6.1 "MONITORING" IS ADDED AS FOLLOWS:

Section 903.6.1 Monitoring. When required by the fire code official, valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures, and water flow switches on all existing sprinkler systems shall be monitored by an approved supervising station.

SECTION 1028.5.1 "EXIT DISCHARGE SURFACE" IS ADDED AS FOLLOWS:

Section 1028.5.1 Exit discharge surface. Exterior exit pathway surfaces shall be suitable for pedestrian use in inclement weather and shall terminate at a public way as defined in the California Building Code.

SECTION 1206.2 "STATIONARY STORAGE BATTERY SYSTEMS" IS AMENDED AS FOLLOWS:

Section 1206.2 Stationary storage battery systems. Stationary storage battery systems having capacities exceeding the values shown in Table 1206.2 shall comply with [NFPA 855](#) and Section 1206.2.1 through 1206.2.12.6, as applicable.

SECTION 1206.3 “CAPACITOR ENERGY STORAGE SYSTEMS” IS AMENDED AS FOLLOWS:

Section 1206.3 Capacitor energy storage systems. Capacitor energy storage systems having capacities exceeding 3 kWh (10.8 megajoules) shall comply with [NFPA 855](#) and Sections 1206.3 through 1206.3.2.6.1.

SECTION 5003.9.1.2 “EMERGENCY RESPONSE SUPPORT INFORMATION” IS ADDED AS FOLLOWS:

Section 5003.9.1.2 Emergency response support information. Ready access to floor plans, safety data sheets (SDS), Hazardous Materials Management Plans (HMMP), Hazardous Material Inventory Statement (HMIS), shall be provided, as determined by the fire code official. This location may be in cabinets located outside the facilities or buildings. Information may be required in a specific electronic format.

Chapter 80 “REFERENCED STANDARDS” is amended as follows:

[NFPA 13R—16 Installation of Sprinkler Systems in Residential Occupancies up to and including Four Stories in Height as amended*](#).

[NFPA 855-20: Standard for the Installation of Stationary Energy Storage Systems.](#)
1206.2, 1206.3

APPENDIX B TABLE NO. B105.1 (1) “—REQUIRED FIRE-FLOW FOR ONE-AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES” IS AMENDED AS FOLLOWS:

TABLE NO. B105.1 (1)
REQUIRED FIRE-FLOW FOR ONE-AND TWO-FAMILY DWELLINGS, GROUP R-3
AND R-4 BUILDINGS AND TOWNHOUSES

FIRE FLOW CALCULATION AREA (square feet)	AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE- FLOW (gallons per minute)	FLOW DURATION (hours)
0 – 3,600	No automatic sprinkler system	1000	1
3,601 and greater	No automatic sprinkler system	Value in Table B105.1 (2)	Duration in Table B105.1 (2) at the required flow rate

0 – 3,600	Section 903.3.1.3 of the California Fire Code or Section 313.3 of the California Residential Code	500 1000	1/2 1
3,601 and greater	Section 903.3.1.3 of the California Fire Code or Section 313.3 of the California Residential Code	1/2-value in Table B105.1 (2) ^a	1

For SI: 1 square foot = 0.0929 m², 1 gallon per minute = 3.785 L/m.

- a. The reduced fire-flow shall not be less than 1,000 gallons per minute for a duration of 1 hour.

SECTION B105.2 “BUILDINGS OTHER THAN ONE AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES,” IS AMENDED AS FOLLOWS:

Section B105.2 Buildings other than one- and two-Family dwellings, Group R-3 and R4 buildings and townhouses. The minimum fire flow and flow duration for buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Tables B105.2 and B105.1(2).

Exceptions:

1. Group B, S-2 and U occupancies having a floor area not exceeding 1,000 square feet, primarily constructed of noncombustible exterior walls with wood or steel roof framing, having a Class A roof assembly, with uses limited to the following or similar uses:
 1. California State Parks buildings of an accessory nature (restrooms).
 2. Safety roadside rest areas, (SRRA), public restrooms.
 3. Truck inspection facilities, (TIF), CHP office space and vehicle inspection bays.
 4. Sand/salt storage buildings, storage of sand and salt.
2. Group U occupancies accessory to a one or two-family dwelling.
3. A reduction in required fire flow of up to 50 percent is permitted when the building is provided with an automatic sprinkler system approved pursuant installed in accordance with 903.3.1.1. The resulting fire flow shall not be less than 1500 gallons per minute (5677.5 L/min.). Reduction of fire flow does not apply to required fire flow duration.
4. A reduction in required fire flow of up to 75 percent is permitted for warehouse buildings of Type I, Type II, and Type III-B construction and provided with early suppression fast response fire sprinkler systems. The resulting fire flow shall not be less than 1500 gallons per minute (5677.5 L/min.). Reduction of fire flow does not apply to required fire flow duration.

APPENDIX B, TABLE NO. B105.2, REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE-AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES IS AMENDED AS FOLLOWS:

TABLE NO. B105.2
REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE-AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES^a

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1 (2)	Duration in Table B105.1 (2)
Section 903.3.1.1 of the California Fire Code	25 50% of the Value in Table B105.1 (2) [*]	Duration in Table B105.1 (2) at the reduced flow rate
Section 903.3.1.2 of the California Fire Code	25% of the Value in Table B105.1 (2)[*]	Duration in Table B105.1 (2) at the reduced flow rate

a. The reduced fire flow shall not be less than ~~1,000~~1,500 gallons per minute.

~~b. The reduced fire flow shall not be less than 1,500 gallons per minute.~~

TABLE NO. C102.1 “REQUIRED NUMBER AND SPACING OF FIRE HYDRANTS”
IS AMENDED AS FOLLOWS:

TABLE NO. C102.1
REQUIRED NUMBER AND SPACING OF FIRE HYDRANTS^e

FIRE FLOW REQUIREMENT (gpm)	MINIMUM NO. OF HYDRANTS	AVERAGE SPACING BETWEEN HYDRANTS a, b, e, f, g (Ft.)	MAXIMUM DISTANCE FROM HYDRANT TO ANY POINT ON STREET OR ROADWAY FRONTAGE (Ft.) d, f, g
1750 or less	1	500 300	250 150
2000 1751-2250	2	450 300	225 150
2251-2500 2750	3	450 300	225 150
2751-3000 3250	3	400 300	225 150
3500 3251-4000	4	350 300	210 150
4500 4001-5000	5	300	180 150
5001-5500	6	300	180 150
5501-6000	6	250	150
6500 6001-7000	7	250	150
7500 7001-or more	8 or more ^{bc}	200	120

For SI: 1 foot = 304.8 mm, 1 gallon per minute = 3.785 L/m.

~~a. Reduce by 100 feet for dead-end streets or roadways.~~

- ~~b.a.~~ Where streets are provided with median dividers that cannot be crossed by fire fighters pulling hose lines, or where arterial streets are provided with four or more traffic lanes and have a traffic count of more than 30,000 vehicles per day or street width is in excess of 88 feet (26.82m), hydrant spacing shall average 500300 feet on each side of the street and be arranged on an alternating basis.
- ~~e.b.~~ Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants ~~should~~ shall be provided at spacing not to exceed 1,000 feet (305m) to provide for transportation hazards. In addition, there shall be at least one hydrant at each intersection.
- ~~d.c.~~ One Hydrant for each 1,000 gallons per minute or fraction thereof.
- d. Average spacing between fire hydrants may be extended to 500 feet (152.4m) on streets serving one and two-family dwellings.
- e. ~~A 25 percent spacing increase shall be permitted where the building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.2 or 903.3.1.3 of the California Fire Code or Section P2904 of the California Residential Code.~~
- e.f. The fire code official is authorized to modify the location, number and distribution of fire hydrants based on site-specific constraints and hazards.

SECTION C104.2 "SINGLE OUTLET FIRE HYDRANTS" IS ADDED AS FOLLOWS:

Section C104.2 Single outlet fire hydrants. Where required by the fire code official, existing single outlet 2 1/2 inch fire hydrants shall be changed to an approved steamer fire hydrant, when the following conditions occur:

1. The recoding of a tentative subdivision or parcel map.
2. A lot merger or split.
3. The modification of an existing structure resulting in an increased fire flow.
4. A change in occupancy type, use, or character of the building that results in an increased life safety or fire risk, as determined by the fire code official.
5. The construction of a new building.

SECTION C104.3 "RIGHT OF WAY IMPROVEMENTS" IS ADDED AS FOLLOWS:

Section C104.3 Right of way improvements. Existing fire hydrants affected by right of way improvements shall be moved to an approved location.

SECTION C106.1 "HYDRANT TYPE" IS ADDED AS FOLLOWS:

Section C106.1 Hydrant type. The fire code official shall approve the type of fire hydrants to be installed in public right of way or on private property prior to any such installation.

SECTION 3. Amendment. Article II, Sections 38-33 through 38-34 of the Citrus Heights Code is hereby added as set forth below:

Sec 38-33 Repeal of Conflicting Ordinances.

All former fire prevention ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance or of the code hereby adopted are hereby repealed.

Sec 38-34 Prior References.

Prior references to the local Code shall be construed to apply to the corresponding provisions of this Code.

SECTION 4. Validity.

The City of Citrus Heights hereby declares that should any section, paragraph, sentence, or word of this ordinance or of the code hereby adopted be declared for any reason to be invalid, it is the intent of the city council that it would have passed all other portions of this ordinance independent of the elimination therefrom of any such portion as may be declared invalid.

SECTION 5. FINDINGS

In connection with the amendments enacted by Section 2 relating to the California Fire Code and its appendix, 20159 edition, the City of Citrus Heights makes the following findings pursuant to Health and Safety Code Section 17958.5, 17958.7 and 18941.5. The changes are reasonably necessary because of local climatic, topographical or geological conditions.

The City of Citrus Heights hereby adopt pursuant to Section 18941.5 of the California Health and Safety Code, the following findings of fact:

(a) Under this adopting ordinance, specific amendments have been established which are more restrictive of nature than those adopted by the State of California (State Buildings Standards Code, State Housing & Community Development Codes) commonly referred to as Title 24 & Title 25 of the California Code of Regulations. These amendments to the California Fire Code 20159 edition, have been recognized by the City of Citrus Heights to address the fire problems, concerns and future direction by which the City can establish and maintain an environment which will afford a level of fire and life safety to all who live and work within its boundary.

(b) The International Code Council has assumed responsibility for the International Fire Code and International Fire Code Standards. The International Code Council provided a means for participation by all code enforcement officials from throughout the country as well as industry representatives, consultants, and other private parties with an interest in the International Fire Code.

(c) The International Fire Code, being the 20158 edition thereof, published by the International Code Council nationally recognized compilation of proposed rules, regulations and standards of said Association.

(d) Said International Fire Code has been printed and published as a Code in book form within the meaning of Section 50022.1 of the Government Code of the State of California.

(e) Under the provisions of Section 18941.5 of the Health and Safety Code, local amendments are based on climatic, topographical and geological conditions. The findings of fact contained herein address each of these situations and present the local situation, which either singularly or in combination, caused the aforementioned amendments to be adopted.

LOCAL CONDITIONS

- A. This amendment is justified on the basis of a local climatic condition. Sacramento County is subject to precipitation, relative humidity, temperature extremes, and high velocity winds.

1. Precipitation and relative humidity

a. Conditions

Precipitation ranges from 16 to 19 inches per year with an average of approximately 18.5 inches per year. Ninety-six (96) percent falls during the months of November through April and four (4) percent from May through October. This is a dry period of at least six (6) months each year. Additionally, the area is subject to occasional drought. Relative humidity remains in the middle range most of the time. It ranges from twenty-eight (28) to sixty-five (65) percent during spring, summer, fall, and from sixty (60) to ninety (90) percent in the winter. It occasionally falls as low as fifteen (15) percent.

b. Impact

Locally experienced dry periods cause extreme dryness of untreated wood shakes and shingles on buildings and non-irrigated grass, brush, and weeds, which are often near buildings with wood roofs and sidings. Such dryness causes these materials to ignite very readily and burn rapidly and intensely.

Due to dryness, a rapidly burning grass fire or exterior building fire can quickly transfer to other buildings by means of radiation or flying brands, sparks, and embers. A small fire can rapidly grow to a magnitude beyond the control capabilities of the Fire District resulting in an excessive fire loss.

In the past, several consecutive years of drought conditions have occurred thus reducing available water supply. The drought conditions have led to lower water tables. Groundwater as well as surface supplies have all been affected. The degradation of water supplies reduces the efficiency of fixed fire protection systems as well as hampering fire suppression activities. As an example, in 1998, the City of Sacramento lowered its static water pressure from 50 psi to 30 psi.

The doubling of average rainfall called an "El Nino" event has occurred from time to time and does cause the grass to mature and grow in excess of six feet high before it dries out. Ten sq. feet of this type of fuel is equivalent to the explosive force of one gallon of gasoline.

Low-level fog (Tule Fog) is present throughout the winter months, which brings visibility to almost zero feet. The fog delays emergency responders and has caused numerous vehicle accidents including the

December 11, 1997, Interstate 5 incident in Elk Grove which involved 36 vehicles and caused 31 casualties including 5 fatalities. The fog can also cause freezing and slick roadways

2. Temperature

a. Condition

Temperatures have been recorded as high as 115° F. Average summer highs are in the 90° range, with average maximums of 108° F.

b. Impact

The Sacramento region has extreme variations in weather patterns too. Summers are arid and warm, winters are cool to freezing, fall and spring can bring any combination of weather pattern together. It is this cyclical uncertainty that allows weather events such as the rapid melting of the snow pack which causes flooding in the low-lying valley areas of Sacramento County.

High temperatures cause rapid fatigue and heat exhaustion of firefighters, thereby reducing their effectiveness and ability to control large building and wildland fires.

Another impact from high temperatures is that combustible building material and non-irrigated weeds, grass, and brush are preheated, thus causing these materials to ignite more readily and burn more rapidly and intensely. Additionally, the resultant higher temperature of the atmosphere surrounding the materials reduces the effectiveness of the water being applied to the burning materials. This requires that more water be applied, which in turn requires more Fire District resources in order to control a fire on a hot day. High temperatures directly contribute to the rapid growth of fires to an intensity and magnitude beyond the control capabilities of the Fire District.

3. Winds

a. Condition

Prevailing winds in the area are from the south or southeast. However, winds are experienced from virtually every direction at one time or another. Velocities are generally in the six (6) mph to nine and one half (9.5) mph ranges, gusting to twenty-five (25) to thirty-five (35) mph. Forty (40) mph winds are experienced occasionally and winds up to fifty-five (55) mph have been registered locally. During the winter half of the year strong, dry, gusty winds from the north move through the area for several days creating extremely dry conditions.

b. Impact

Winds such as those experienced locally can and do cause fires, both interior and exterior, to burn and spread rapidly. Fires involving non-irrigated weeds, grass, and brush can grow to a magnitude and be fanned to intensity beyond the control capabilities of the Fire District very quickly even by relatively moderate winds. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. When such fires are not controlled, they can extend to nearby buildings, particularly those with untreated wood shakes or shingles. In building fires, winds can literally force fires back into the building and can create a blow torch effect, in addition to preventing “natural” ventilation and cross-ventilation efforts.

Winds of the type experienced locally also reduce the effectiveness of exterior water streams used by the Fire District on fires involving large interior areas of buildings, fires which have vented through windows and roofs due to inadequate built-in fire protection and fires involving wood shake and shingle building exteriors. Local winds will continue to be a factor toward causing major fire losses to buildings not provided with fire resistive roof and siding materials. Buildings with inadequately separated interior areas or lacking automatic fire protection systems are also at risk.

Throughout the District, homes are being built within grass and brush covered rural areas creating an urban interface environment. Combustible weeds on vacant lots, coupled with windy conditions can be a recipe for disaster. Throughout the State of California, large catastrophic fires in these urban interface environments have resulted in loss of life and property at an increasing rate.

- B. This amendment is justified on the basis of a local geologic condition. Sacramento County is subject to seismicity as it is located within in seismic zone 3 (major damage capability). Faults within this area are (1) Rescue Lineament-Bear Mountain Fault; (2) San Joaquin Fault; (3) Vacca-Kirby Fault; (4) Greenville Fault; and (5) Dunnigan Hills Fault.

Sacramento County is bisected by major transportation corridors including Interstate 80 which traverses in an east/west direction and is bisected by both Highway 99 and Interstate 5. The Sacramento Metropolitan Fire District and The Cosumnes Fire Department serve a combined population in excess of 923,000 residents and over 500 square miles. There are 2 major rail lines which run through the Districts. An overpass or underpass crossing collapse would significantly increase response time for fire and emergency vehicles and hinder mutual aid efforts. This is due to the limited crossings of the major highways and rail lines.

Earthquakes of the magnitude experienced locally can cause major damage to electrical transmission facilities, which, in turn, cause power failures while at the same time starting fires throughout the Fire Districts. The occurrence of multiple fires will quickly deplete existing fire districts resources; thereby reducing and/or delaying their response to any given fire. Additionally, without electrical power, elevators, smoke management systems, lighting systems, alarm systems, and other electrical equipment urgently needed for

building evacuation and fire control in large buildings without emergency generator systems would be inoperative, thereby resulting in loss of life and/or major fire losses in such buildings.

The above local topographical conditions impede emergency response activities and increase response times. Public Safety resources would have to be prioritized to mitigate the greatest threat and may likely be unavailable for smaller single dwelling or structure fires

- C. This amendment is justified on the basis of a local topographic condition. Sacramento County is subject to increased vegetation, varied surface features, hazardous building operations, increased landscaping and terrain risk factors.

1. Vegetation

Highly combustible dry grass, weeds, and brush are common in the hilly and open space areas adjacent to built-up locations six (6) to eight (8) months of each year. Many of these areas frequently experience wildland fires, which threaten nearby buildings, particularly those with wood roofs, or sidings. This condition can be found throughout the Fire Districts, especially in those fully developed areas and those areas marked for future development.

Development continues to extend from the urban core into grass-covered areas and brush/tree covered canyons, such as the American River Parkway, where every 20-percent increase in slope doubles the rate of fire spread.

2. Surface features

The Districts are bisected by the Union Pacific mainline running north/south with an average of eighteen to twenty-four trips daily and with the ability to increase the trips significantly without prior notice to the District. Underground pipelines run parallel to the mainline in a north/south direction in the western portion of the district and carry liquid petroleum, and natural gases under high pressure. It is reasonably foreseeable that this bisection of the Districts by the railroad track could result in the reduction of response time for fire and emergency vehicles in the event a train is traveling on the railroad track at the time of a fire or other emergency.

3. Buildings, landscaping, and terrain

The Districts include several topographical features, including major rivers and creeks, aqueducts, lakes, sloughs, natural parkways, open space, bridges/overpasses, freeways, railroad tracks, drainage canals, and sprawling industrial facilities, such as Suburban Propane, Apple Computer, [AmpaqAerojet](#), and McClellan Park. Traffic has to be channeled around several of these topographical features and limitations, which creates traffic congestion and delays in emergency response. In the event of an accident or other emergency at one of the key points of intersection between a road and river or freeway, sections of the Districts could be isolated or response times could be significantly increased so as to increase the risk of injury or damage. These features are located between many of the District's fire stations.

Preservation of wetland areas, natural parkways, riparian corridors along rivers/streams, vernal pools, open space and endangered species habitats have all contributed to access problems as well as exemption from vegetation abatement programs. These situations, though very environmentally important, do increase the demands on the fire service due to the extreme fire hazard created by fuel loading and limited access. Reduced available infrastructure features, such as roads, water supplies, and fire protection, hamper the effectiveness of fire response resources. These rural areas are subject to a higher degree of risk without mitigation measures.

Intricate levee systems hold back a portion of the floodwater. However, significant flooding has occurred in many of the Districts' low lying areas where soil conditions are not conducive to rapid infiltration. Localized street flooding has occurred near creeks which make access for fire-fighting equipment difficult.

The above local topographical conditions impede emergency response activities and increase response times. Public Safety resources would have to be prioritized to mitigate the greatest threat and may likely be unavailable for smaller single dwelling or structure fires.

Additional variables that may negatively impact emergency response:

1. The extent of damage to the water system.
2. The extents of isolation due to bridge and/or freeway overpass collapse.
3. The extent of roadway damage and/or amount of debris blocking the roadways.
4. Climatic conditions (hot, dry weather with high winds).
5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours.
6. The availability of timely mutual aid or military assistance.

Section	Title	Adopted from CFC	Amended from CFC	Added to CFC	Deleted from CFC	Justification
105.6.4	Carnivals and fairs		X			Administrative
106.6	Cost recovery fees			X		Administrative
109.1	Board of Appeals		X			Administrative
110.4	Violation Penalties		X			Administrative
110.4.2	Citations			X		Administrative
110.4.3	California Bail Schedule			X		Administrative

Section	Title	Adopted from CFC	Amended from CFC	Added to CFC	Deleted from CFC	Justification
112.4	Failure to comply		X			Administrative
202	Definitions		X	X		Administrative
503.1.2.1	One or two-family dwelling residential developments			X		B, C2
503.1.2.2	Remoteness			X		B, C2
503.6.1	Electrified fences			X		Administrative
505.1	Address identification		X			A1
505.1.1	Illumination			X		A1
507.1.1	Connection			X		A2, A3, C1
507.5.1	Where required		X			A2, A3, C1
507.5.1.1	Hydrant for standpipe systems		X			A2, A3, C1
901.4.6	Pump and riser room size		X			A1, A2
901.4.6.2	Marking on access doors		X			A1
901.4.6.4	Lighting		X			A3, B
901.6.3.2	Electronic filing			X		Administrative
901.6.4	Qualifications			X		Administrative
903.2	Where required		X			A2, A3, B, C1, C2, C3
903.2.1.1	Group A-1		X			A2, A3, B, C1, C2, C3
903.2.1.2	Group A-2		X			A2, A3, B, C1, C2, C3
903.2.1.3	Group A-3		X			A2, A3, B, C1, C2, C3
903.2.1.4	Group A-4		X			A2, A3, B, C1, C2, C3
903.2.2.1	Group B			X		A2, A3, B, C1, C2, C3

Section	Title	Adopted from CFC	Amended from CFC	Added to CFC	Deleted from CFC	Justification
903.2.3	Group E		X			A2, A3, B, C1, C2, C3
903.2.4	Group F-1		X			A2, A3, B, C1, C2, C3
903.2.7	Group M		X			A2, A3, B, C1, C2, C3
903.2.8.1.1	Group R-3 manufactured housing			X		A2, A3, B, C1, C2, C3
903.2.8.3	Group R-4		X			A2, A3, B, C1, C2, C3
903.2.9	Group S-1		X			A2, A3, B, C1, C2, C3
903.2.9.1	Repair garages		X			A2, A3, B, C1, C2, C3
903.2.10	Group S-2 enclosed parking garages		X			A2, A3, B, C1, C2, C3
903.2.10.1	Commercial parking garages		X			A2, A3, B, C1, C2, C3
903.2.18	Group U private garages and carports accessory to Group R-3 occupancies		X			A2, A3, B, C1, C2, C3
903.3.1.2	NFPA 13R sprinkler systems				X	A2, A3, B, C1, C2, C3
903.3.8.4	Supervision		X			B, C2, C3
903.3.9	Floor control valves		X			B, C2, C3
903.4.2	Alarms		X			A1, B, C2, C3
903.4.3	Floor control valves		X			B, C2, C3
903.6	Where required		X			A1, A3, C1, C2, C3
903.6.1	Monitoring			X		B, C2, C3
1028.5.1	Exit discharge surface			X		A1
1206.2	Stationary storage battery systems		X			Administrative
1206.3	Capacitor energy storage systems		X			Administrative
5003.9.1.2	Emergency response support information			X		Administrative

Section	Title	Adopted from CFC	Amended from CFC	Added to CFC	Deleted from CFC	Justification
Chapter 80	Reference standards		X			Administrative
Appendix B, Table B105.1(1)	Required fire flow for one and two-family dwellings, Group R-3 and R-4 buildings and townhouses		X			A2, A3, B, C1, C2, C3
Appendix B, B105.2	Buildings other than one and two-family dwellings, Group R-3 and R-4 buildings and townhouses		X			A2, A3, B, C1, C2, C3
Appendix B, Table B105.2	Required fire flow for buildings other than one and two-family dwellings, Group R-3 and R-4 buildings and townhouses		X			A2, A3, B, C1, C2, C3
Appendix C, Table C102.1	Required number and spacing of fire hydrants		X			A2, A3, B, C1, C2, C3
Appendix C, C104.2	Single outlet fire hydrants			X		A2, A3, B, C1, C2, C3
Appendix C, C104.3	Right of way improvements			X		A2, A3, B, C1, C2, C3
Appendix C, C106.1	Hydrant type			X		A2, A3, B, C1, C2, C3

(f) Based on these local climatic, topographical and geological conditions, the amendments to the 2015⁵⁹ California Fire Code as specified in this ordinance are considered reasonable and necessary modifications to the requirements established pursuant to Section 18941.5. While it is clearly understood that the adoption of such amendments may not prevent the incidence of fire, the implementation of these various amendments to the code attempt to reduce the severity and potential loss of life, property and protection of the environment.

(g) California Health and Safety Code Section 17958.7 requires that the modifications or change be expressly marked and identified as to which each finding refers. Therefore, the City of Citrus Heights finds that the attached table provides code sections that have been modified which are building standards as defined in Health and Safety Code Section 18909, and the associated conditions for modification due to local climatic, geological and topographical reasons.

SECTION 6. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption, provided it is published in full or in summary within fifteen (15) days of its adoption, in a newspaper of general circulation published and circulated in the City of Citrus Heights.

PASSED AND ADOPTED by the City Council of the City of Citrus Heights this ____ day of ____ 2019 by the following vote:

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

Jeannie Bruins, Mayor

ATTEST:

Amy Van, City Clerk