



Porsche Middleton, Mayor  
Tim Schaefer, Vice Mayor  
Jeannie Bruins, Council Member  
Bret Daniels, Council Member  
Steve Miller, Council Member

**CITY OF CITRUS HEIGHTS  
CITY COUNCIL  
Regular Meeting of Thursday, August 25, 2022  
City Hall Council Chambers  
6360 Fountain Square Drive, Citrus Heights, CA  
Regular Meeting 6:00 p.m.**

**HOW TO PARTICIPATE:**

The City of Citrus Heights welcomes your interest and involvement in the City's legislative process. The City of Citrus Heights is allowing for remote and in person participation. 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 either complete a Speaker Identification Sheet and give it to the City Clerk, if participating via webcast you may use the Zoom hand raise function (or \*9 if you join the webinar via telephone) and the host will unmute you when it is time to speak. Speakers will be limited to 3 minutes each. Alternatively, you may submit your comment via email to [cityclerk@citrusheights.net](mailto:cityclerk@citrusheights.net) or by completion of an online Speaker Card at <https://www.citrusheights.net/FormCenter/City-Council-Meetings-Speaker-Card-30>. Written public comments shall be limited to 250 words or less. Public Comments should be submitted to the City Clerk by 4:00 p.m. prior to the start of the City Council meeting. Each comment will be read aloud by the City Clerk.

**Regular Meeting Zoom Webinar link:** <https://zoom.us/j/94116187800>

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

IN PERSON	ONLINE	ON TELEVISION
		
City Council meetings take place in the City Hall Council Chambers.	Watch the livestream and replay past meetings on the City <a href="#">website</a> .	Watch live and replays of meetings on Sac Metro Cable, Channel 14.

**PLEASE NOTE:** In order to minimize the spread of the COVID-19 virus, this meeting is being held pursuant to Government Code Section 54953(e). Please be advised that some, or all, Council Members may attend City Council meetings telephonically or otherwise electronically.

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

August 19, 2022

  
Amy Van, City Clerk

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

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

**APPROVAL OF AGENDA****PUBLIC COMMENT****PRESENTATION**

4. Presentation by Sacramento Area Council of Governments (SACOG) - 2024 Blueprint, The Big Picture: Long Range Regional Planning

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

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

5. **SUBJECT:** Second Reading – Zoning Code Updates  
**STAFF:** C. Kempenaar / E. Singer  
**RECOMMENDATION:** Adopt Ordinance No. 2022-007, An Ordinance of the City Council of the City of Citrus Heights Amending Section 106.32 (Affordable Housing Incentives) of Chapter 106 of the Citrus Heights Municipal Code (Zoning Code Section)
6. **SUBJECT:** Second Reading – Abandonment of Setback in Larchmont Rosewood Subdivision  
**STAFF:** C. Kempenaar / E. Singer  
**RECOMMENDATION:** Adopt Ordinance No. 2022-008, An Ordinance of the City Council of the City of Citrus Heights Approving Abandonment of an Existing 25-Foot Setback on Thirty Parcels Located within the Larchmont Rosewood Subdivision (APN 209-0690-003, -004, -050, -051, -065, -066, 209-0700-005 Through -016, -029, -030, 209-0710-011, -012, -018, -019, -021 Through -026)

**REGULAR CALENDAR**

7. **SUBJECT:** Designation of Voting Delegate and Alternate(s) for the League of California Cities Annual Conference  
**STAFF:** A. Van / H. Reid  
**RECOMMENDATION:** Staff recommends the City Council designate a voting delegate and alternate(s) to participate at the Annual Business Meeting on September 9, 2022 during the League of California Cities Annual Conference.

8. **SUBJECT:** Community Block Party Trailer Program Approval  
**STAFF:** M. Huber/ C. Myers  
**RECOMMENDATION:** Staff recommends the City Council approve the Citrus Heights Community Block Party Trailer Program.
9. **SUBJECT:** Approval of Memorandum of Understanding with the Life Foundation related to the Auburn Oaks Facility at 7501 Sunrise Boulevard  
**STAFF:** A. Feeney / R. Jones  
**RECOMMENDATION:** Staff recommends the following;
- a. Adopt Resolution No. 2022- , A Resolution Of The City Council Of The City Of Citrus Heights, California, Authorizing The City To Enter Into A Memorandum Of Understanding With The Life Foundation Related To The Auburn Oaks Affordable Senior Housing Project Located At 7501 Sunrise Boulevard; and
  - b. Approve the Memorandum of Understanding with the Life Foundation

### **DEPARTMENT REPORTS**

### **CITY MANAGER ITEMS**

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

### **CLOSED SESSION**

10. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of Litigation Pursuant to Government Code Section § 54956.9(d)(4)  
1 case
11. CONFERENCE WITH LABOR NEGOTIATORS  
Pursuant to Government Code Section 54957.6  
Agency designated representatives: Ashley Feeney, City Manager  
Employee organizations: Unrepresented Employees (All)

### **ADJOURNMENT**



# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT

### MEMORANDUM

**DATE:** August 25, 2022

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

**FROM:** Casey Kempenaar, Community Development Director  
Eric Singer, Associate Planner

**SUBJECT:** Second Reading – Zoning Code Updates

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#### **Summary and Recommendation**

On August 11, 2022, the City Council introduced, read by title only and waived the first full reading of an Ordinance amending section 106.32 of the Citrus Heights Municipal Code (Affordable Housing Incentives).

Here is a clickable link that provides access to the staff report and action items from the August 11, 2022 City Council meeting for background materials associated with this item:

[City Council Agendas](#)

Staff recommends that the Council approve Ordinance No. 2022-007 an Ordinance of the City Council of the City of Citrus Heights Amending Section 106.32 (Affordable Housing Incentives) of Chapter 106 of the Citrus Heights Municipal Code (Zoning Code Section).

#### **Fiscal Impact**

There is no fiscal impact associated with this action.

#### **Attachments**

1. Ordinance 2022- 007, an Ordinance of the City Council of the City of Citrus Heights Amending Section 106.32 (Affordable Housing Incentives) of Chapter 106 of the Citrus Heights Municipal Code (Zoning Code Section)  
Exhibit A: Amended Zoning Code

## ORDINANCE 2022-007

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS AMENDING SECTION 106.32 (AFFORDABLE HOUSING INCENTIVES) OF CHAPTER 106 OF THE CITRUS HEIGHTS MUNICIPAL CODE (ZONING CODE SECTION)

THE CITY OF CITRUS HEIGHTS DOES ORDAIN AS FOLLOWS:

#### Section 1: Purpose and Authority

The purpose of this Ordinance is to amend the Citrus Heights Zoning Code as shown in Exhibit A amending Section 106.32 of the Zoning Code, relating to the State Density Bonus requirements, as set forth in California Government Code Sections 65915-65918.

#### Section 2: Findings

- The proposed amendments are consistent with the goals and policies of all elements of the General Plan, and any applicable specific plan, in that they maintain consistency with the California State Density Bonus Law.
- The proposed amendments will not be detrimental to the public, interest, health, safety, convenience, or welfare of the City in that they would amend the Zoning Code to maintain consistency with California State Density Bonus Law.

#### Section 3: Environmental Determination

The Council finds that the proposed amendments are exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the Guidelines.

#### Section 4: Action

The City Council hereby amends the Zoning Code of the City of Citrus Heights as described within Exhibit A herein, and as discussed within the Staff Report, which is incorporated by reference.

#### Section 4: Severability

If any section of this Ordinance is determined to be unenforceable, invalid, or unlawful, such determination shall not affect the enforceability of the remaining provisions of this Ordinance.

#### Section 5: Effective Date and Publication

This Ordinance shall take effect thirty (30) days after its adoption, and within fifteen (15) days after its passage, shall be posted in three public places.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights this 25 day of August, 2022 by the following vote:

<b>AYES:</b>	<b>Councilmembers:</b>
<b>NOES:</b>	<b>Councilmembers:</b>
<b>ABSENT:</b>	<b>Councilmembers:</b>
<b>ABSTAIN:</b>	<b>Councilmembers:</b>

\_\_\_\_\_  
Porsche Middleton, Mayor

**ATTEST:**

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

CODIFY \_\_\_\_\_

UNCODIFY \_\_\_\_\_

Exhibit:

A. Amended Zoning Code

## CHAPTER 106.32 - AFFORDABLE HOUSING INCENTIVES

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### Sections:

- 106.32.010 - Purpose
- 106.32.020 - Eligibility for Bonus, Incentives, or Concessions
- 106.32.030 - Allowed Density Bonuses
- 106.32.040 - Allowed Incentives or Concessions
- 106.32.050 - Parking Requirements in Density Bonus Projects
- 106.32.060 - Bonus and Incentives for Housing with Child Care Facilities
- 106.32.070 - Continued Availability
- 106.32.080 - Location and Type of Designated Units
- 106.32.090 - Processing of Bonus Requests
- 106.32.100 - Density Bonus Agreement
- 106.32.110 - Control of Resale
- 106.32.120 - Judicial Relief, Waiver of Standards

### 106.32.010 - Purpose

As required by Government Code Section 65915, this Chapter offers density bonuses, and incentives or concessions for the development of housing that is affordable to the types of households and qualifying residents identified in Section 106.32.020 (Eligibility for Bonus, Incentives, or Concessions). This Chapter is intended to implement the requirements of Government Code Section 65915, et seq., and the Housing Element of the General Plan. If conflicts occur between requirements of this Chapter of the Zoning Code and Government Code Section 65915 through 65918, the requirements of Government Code Section 65915 through 65918 shall apply.

### 106.32.020 - Eligibility for Bonus, Incentives, or Concessions

In order to be eligible for a density bonus and other incentives or concessions as provided by this Chapter, a proposed housing development shall comply with the following requirements, and satisfy all other applicable provisions of this Zoning Code, except as provided by Section 106.32.040 (Allowed Incentives or Concessions).

- A. Resident requirements.** A housing development proposed to qualify for a density bonus shall be designed and constructed so that it includes at least any one of the following:
1. 10 percent of the total number of proposed units are for lower income households, as defined in Health and Safety Code Section 50079.5;
  2. Five percent of the total number of proposed units are for very low income households, as defined in Health and Safety Code Section 50105;
  3. The project is a senior citizen housing development as defined in Civil Code Sections 51.3 and 51.12, or is a mobile home park that limits residency based on age requirements for housing older persons in compliance with Civil Code Sections 798.76 or 799.5; or
  4. 10 percent of the total dwelling units are for persons and families of moderate income, as defined in Health and Safety Code Section 50093, provided that all units in the development are offered to the public for purchase.
  5. 10 percent of the total units of a housing development are for transitional foster youth, as defined in Section 66025.9 of the Education Code, disabled veterans, as defined in Section 18541 of the Government Code, or homeless

persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sect. 11301 et seq.) are for very low income households, as defined in Health and Safety Code Section 50105.

6. 20 percent of the total units for low income college students in housing dedicated for full-time students at accredited colleges meeting the requirements of Government Code 65915.
  7. The project donates at least one acre of land to the city for very low income units, and the land has appropriate general plan designation, zoning, permits and approvals, and access to public facilities needed for such housing per Government Code Section 65915.
- B. Applicant selection of basis for bonus.** For purposes of calculating the amount of the density bonus in compliance with Section 106.32.030 (Allowed Density Bonuses), below, the applicant who requests a density bonus shall elect whether the bonus shall be awarded on the basis of Subsections A.1., 2., 3., 4., 5., 6., or 7. above.
- C. Bonus units shall not qualify a project.** A density bonus granted in compliance with Section 106.32.030 (Allowed Density Bonuses), below, including "total units," "total dwelling units," or "total rental beds" shall not be included when determining the number of housing units that is equal to the percentages required by Subsection A.
- D. Minimum project size to qualify for density bonus.** The density bonus provided by this Chapter shall be available only to a housing development of five or more dwelling units.
- E. Condominium conversion projects.** A condominium conversion project for which a density bonus is requested shall comply with the eligibility and other requirements in Government Code Section 65915.5.

### 106.32.030 - Allowed Density Bonuses

The amount of a density bonus allowed in a housing development shall be determined by the Council in compliance with this Section. For the purposes of this Chapter, "density bonus" means a density increase over the otherwise maximum allowable residential density under the applicable zoning district and designation of the Land Use Element of the General Plan as of the date of application by the applicant to the City.

- A. Density bonus.** A housing project that complies with the eligibility requirements in Subparagraphs 106.32.020.A.1 shall be entitled to density bonuses as follows, unless a lesser percentage is proposed by the applicant.
- 1. Bonus for units for low, very low, and moderate income households, land donations, senior citizen developments, transitional foster youth housing, disabled veterans housing, homeless persons housing, or student housings.** A housing development that is eligible for a bonus in compliance with one of the criteria listed in Section 106.32.020.A shall be entitled to a density bonus calculated as follows:



Affordable Unit Percentage**	Very Low Income Density Bonus	Low Income Density Bonus	Moderate Income Density Bonus***	Land Donation Density Bonus	Senior****	Foster Youth/Disabled Vets/Homeless	College Students
5%	20%	--	--	--	20%	--	--
6%	22.5%*	--	--	--	20%	--	--
7%	25%	--	--	--	20%	--	--
8%	27.5%	--	--	--	20%	--	--
9%	30%	--	--	--	20%	--	--
10%	32.5%	20%	5%	15%	20%	20%	--
11%	35%	21.5%	6%	16%	20%	20%	--
12%	38.75%	23%	7%	17%	20%	20%	--
13%	42.5%	24.5%	8%	18%	20%	20%	--
14%	46.25%	26%	9%	19%	20%	20%	--
15%	50%	27.5%	10%	20%	20%	20%	--
16%	50%	29%	11%	21%	20%	20%	--
17%	50%	30.5%	12%	22%	20%	20%	--
18%	50%	32%	13%	23%	20%	20%	--
19%	50%	33.5%	14%	24%	20%	20%	--
20%	50%	35%	15%	25%	20%	20%	35%
21%	50%	38.75%	16%	26%	20%	20%	35%
22%	50%	42.5%	17%	27%	20%	20%	35%
23%	50%	46.25%	18%	28%	20%	20%	35%
24%	50%	50%	19%	29%	20%	20%	35%
25%	50%	50%	20%	30%	20%	20%	35%
26%	50%	50%	21%	31%	20%	20%	35%
27%	50%	50%	22%	32%	20%	20%	35%
28%	50%	50%	23%	33%	20%	20%	35%
29%	50%	50%	24%	34%	20%	20%	35%
30%	50%	50%	25%	35%	20%	20%	35%
31%	50%	50%	26%	35%	20%	20%	35%
32%	50%	50%	27%	35%	20%	20%	35%
33%	50%	50%	28%	35%	20%	20%	35%
34%	50%	50%	29%	35%	20%	20%	35%
35%	50%	50%	30%	35%	20%	20%	35%
36%	50%	50%	31%	35%	20%	20%	35%
37%	50%	50%	32%	35%	20%	20%	35%
38%	50%	50%	33%	35%	20%	20%	35%
39%	50%	50%	34%	35%	20%	20%	35%
40%	50%	50%	35%	35%	20%	20%	35%
41%	50%	50%	38.75%	35%	20%	20%	35%
42%	50%	50%	42.5%	35%	20%	20%	35%
43%	50%	50%	46.25%	35%	20%	20%	35%
44%	50%	50%	50%	35%	20%	20%	35%
100%*****	80%	80%	80%	35%	20%	20%	35%

\*All density bonus calculations resulting in fractions are rounded up to the next whole number

\*\*Affordable unit percentage is calculated excluding units added by a density bonus \*\*\*Moderate income density bonus applies to for sale units, not to rental units

\*\*\*\*No affordable units are required for senior units

\*\*\*\*\*Applies when 100% of the total units (other than manager's units) are restricted to very low, lower, and moderate income (maximum 20% moderate)

- a. **Increased bonus.** The increase in the table above shall be in addition to any increase in density required by Subsections A.1, up to a maximum combined mandated density increase of 35 percent if an applicant seeks both the increase required in compliance with a land donation, as well as the bonuses provided by any other qualifying category as described in Subsection A.1.
- b. **Eligibility for increased bonus.** An applicant shall be eligible for the increased density bonus provided by this Subsection if all of the following conditions are met.
  - (1) The applicant donates and transfers the land no later than the date of approval of the final subdivision map, parcel map, or residential development application.
  - (2) The developable acreage and zoning classification of the land being transferred are sufficient to permit construction of units affordable to very low income households in an amount not less than 10 percent of the number of residential units of the proposed development.
  - (3) The transferred land is at least one acre, or of sufficient size to permit development of at least 40 units, has the appropriate General Plan designation, is appropriately zoned for development as affordable housing, and is or will be served by adequate public facilities and infrastructure. The land shall have appropriate zoning and development standards to make the development of the affordable units feasible.
  - (4) No later than the date of approval of the final subdivision map, parcel map, or of the residential development, the transferred land shall have all of the permits and approvals, other than Building Permits, necessary for the development of the very low income housing units on the transferred land, except that the City may subject the proposed development to subsequent design review to the extent authorized by Government Code Section 65583.2(l) if the design is not reviewed by the City before the time of transfer.
  - (5) The transferred land and the affordable units shall be subject to a deed restriction ensuring continued affordability of the units consistent with Section 106.32.070 (Continued Availability), below, which shall be recorded on the property at the time of dedication.
  - (6) The land is transferred to the City or to a housing developer approved by the City. The City may require the applicant to identify and transfer the land to the approved housing developer.
  - (7) The transferred land shall be within the boundary of the proposed development or, if the City agrees, within one-quarter mile of the boundary of the proposed development.
  - (8) The proposed source of funding for the very low income units shall be identified not later than the date of approval of the final subdivision map, parcel map, or residential development application.
- B. **Greater or lesser bonuses.** The City may choose to grant a density bonus greater than provided by this Section for a development that meets the requirements of this Section, or grant a proportionately lower density bonus than required by this Section for a development that does not comply with the requirements of this Section.
- C. **Density bonus calculations.** The calculation of a density bonus in compliance with this Section that results in fractional units shall be rounded up to the next whole number, as required by State law. For the purpose of calculating a density bonus, the residential units do not have to be based upon individual subdivision maps or parcels.
- D. **Requirements for amendments or discretionary approval.** The granting of a density bonus shall not be interpreted, in and of itself, to require a General Plan amendment, Zoning Map amendment, or other discretionary approval.

- E. Location of bonus units.** The developer may locate density bonus units in the housing project in other than the areas where the units for the lower income households are located.

### 106.32.040 - Allowed Incentives or Concessions

- A. Applicant request and City approval.** An applicant for a density bonus in compliance with this Chapter may submit to the City a proposal for the specific incentives or concessions listed in Subsection C. (Type of incentives), below, that the applicant requests in compliance with this Section, and may request a meeting with the Director. The applicant may file their request either prior to an application for City approval of the proposed project, or concurrently with the application for project approval. The Council shall grant an incentive or concession request that complies with this Section unless the Council makes either of the following findings in writing, based upon substantial evidence:

1. The incentive or concession is not required to provide for affordable housing costs, as defined in Health and Safety Code Section 50052.5, or for rents for the targeted units to be set as specified in Section 106.32.070.B. (Unit cost requirements); or
2. The incentive or concession would have a specific adverse impact, as defined in Government Code Section 65589.5(d)(2), upon public health and safety, or on any real property listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low and moderate income households.
3. The concession or incentive would be contrary to state or federal law.

- B. Number of incentives.** The applicant shall receive the following number of incentives or concessions.

No. of Incentives/Concessions	Very Low Income %	Low Income %	Moderate Income %
1	5%	10%*	10%
2	10%	17%	20%
3	15%	24%	30%
4	100% Low/Very Low/Mod (20% Moderate Allowed)	100% Low/Very Low/Mod (20% Moderate Allowed)	100% Low/Very Low/Mod (20% Moderate Allowed)

\*One incentive or concession is also required for projects that include at least 20 percent of the total units for lower income students in a student housing development.

- C. Type of incentives.** For the purposes of this Chapter, concession or incentive means any of the following:

1. A reduction in the site development standards of this Zoning Code (e.g., site coverage limitations, setbacks, reduced parcel sizes, and/or parking requirements (see also Section 106.32.050 [Parking Requirements in Density Bonus Projects]), or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission in compliance with Health and Safety Code Section 18901 et seq., that would otherwise be required, that results in identifiable, financially sufficient, and actual cost reductions;
2. Approval of mixed-use zoning not otherwise allowed by this Zoning Code in conjunction with the housing development, if nonresidential land uses will reduce the cost of the housing development, and the nonresidential land uses are compatible with the housing project and the existing or planned development in the area where the project will be located;
3. Other regulatory incentives proposed by the applicant or the City that will result in identifiable, financially sufficient, and actual cost reductions; and/or

4. In its sole and absolute discretion, a direct financial contribution granted by the Council, including writing-down land costs, subsidizing the cost of construction, or participating in the cost of infrastructure.

**D. Effect of incentive or concession.** The granting of a concession or incentive shall not be interpreted, in and of itself, to require a General Plan amendment, Zoning Map amendment, or other discretionary approval.

### 106.32.050 - Parking Requirements in Density Bonus Projects

**A. Applicability.** This Section applies to a development that meets the requirements of Section 106.32.020 (Eligibility for Bonus, Incentives, or Concessions), above, but only at the request of the applicant. An applicant may request additional parking incentives or concessions beyond those provided in this Section in compliance with Section 106.32.040 (Allowed Incentives or Concessions), above.

**B. Number of parking spaces required.**

1. At the request of the applicant, the City shall apply the following vehicular parking ratios for a project that complies with the requirements of Section 106.32.020 (Eligibility for Bonus, Incentives, or Concessions), above, inclusive of handicapped and guest parking, pursuant to Government Code Section 65915(p)(1):

Studio	1 space
1 Bedroom	1 space
2 Bedroom	1.5 spaces
3 Bedroom	1.5 spaces
4+ Bedrooms	2.5 spaces

- a. Lower parking ratios apply to specified projects as follows:

Rental/for sale projects with at least 11% very low income or 20% low income units, within ½ mile of accessible major transit stop	0.5 spaces per unit
Rental projects 100% affordable to low income, within ½ mile of accessible major transit stop	0 spaces per unit
Rental senior projects 100% affordable to low income, either with paratransit service or within ½ mile of accessible bus route (operating at least 8 times per day)	0 spaces per unit
Rental special needs project 100% affordable to low income households, either with paratransit service or within ½ mile of accessible bus route (operating at least 8 times per day)	0 spaces per unit
Rental supportive housing developments 100% affordable to low income households	0 spaces per unit
For sale projects with at least 40% moderate income units, within ½ mile of accessible major transit stop	0.5 spaces per bedroom

2. If the total number of parking spaces required for a development is other than a whole number, the number shall be rounded up to the next whole number.

**C. Location of parking.** For purposes of this Section, a development may provide on-site parking through tandem or uncovered parking, but not through on-street parking.

**106.32.060 - Bonus and Incentives for Housing with Child Care Facilities**

A housing development that complies with the resident and project size requirements of Subsections 106.32.020.A., and B., above, and also includes as part of that development a child care facility other than a large or small family day care home, that will be located on the site of, as part of, or adjacent to the development, shall be subject to the following additional bonus, incentives, and requirements.

**A. Additional bonus and incentives.** The City shall grant a housing development that includes a child care facility in compliance with this Section either of the following:

1. An additional density bonus that is an amount of floor area in square feet of residential space that is equal to or greater than the floor area of the child care facility; or
2. An additional incentive that contributes significantly to the economic feasibility of the construction of the child care facility.

**B. Requirements to qualify for additional bonus and incentives.**

1. The City shall require, as a condition of approving the housing development, that:
  - a. The child care facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the density bonus units are required to remain affordable in compliance with Section 106.32.070 (Continued Availability), below; and
  - b. Of the children who attend the child care facility, the children of very low income households, lower income households, or families of moderate income shall equal a percentage that is equal to or greater than the percentage of dwelling units that are required for very low income households, lower income households, or families of moderate income in compliance with Subsection 106.32.020 A (Resident requirements), above.
2. The City shall not be required to provide a density bonus for a child care facility in compliance with this Section if it finds, based upon substantial evidence, that the community has adequate child care facilities.

**106.32.070 - Continued Availability**

The units that qualified the housing development for a density bonus and other incentives and concessions shall be continue to be available as affordable units in compliance with the following requirements, as required by Government Code Section 65915(c)). See also Section 106.32.110 (Control of Resale).

**A. Duration of affordability.** The applicant shall agree to, and the City shall ensure the continued availability of the units that qualified the housing development for a density bonus and other incentives and concessions, as follows.

1. **Low-, and very low-income units.** The continued affordability of all low- and very low income qualifying units shall be maintained for 55 years, or a longer time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program.
2. **Moderate income units in common interest development.** The continued availability of moderate income units in a common interest development shall be maintained for a minimum of 10 years.

**B. Unit cost requirements.** The rents and owner-occupied costs charged for the housing units in the development that qualify the project for a density bonus and other incentives and concessions, shall not exceed the following amounts during the period of continued availability required by this Section:

1. **Lower income units.** Rents for the lower income density bonus units shall be set at an affordable rent as defined in Health and Safety Code Section 50053; and
  2. **Owner-occupied units.** Owner-occupied units shall be available at an affordable housing cost as defined in Health and Safety Code Section 50052.5.
- C. Occupancy and resale of moderate income common interest development units.** An applicant shall agree to, and the City shall ensure that the initial occupant of moderate income units that are directly related to the receipt of the density bonus in a common interest development as defined in Civil Code Section 1351, are persons and families of moderate income, as defined in Health and Safety Code Section 50093, and that the units are offered at an affordable housing cost, as defined in Health and Safety Code Section 50052.5. The City shall enforce an equity sharing agreement unless it is in conflict with the requirements of another public funding source or law. The following requirements apply to the equity sharing agreement.
1. Upon resale, the seller of the unit shall retain the value of any improvements, the down payment, and the seller's proportionate share of appreciation.
  2. The City shall recapture any additional subsidy and its proportionate share of appreciation, which shall then be used within three years for any of the purposes described in Health and Safety Code Section 33334.2(e) that promote home ownership. For the purposes of this Section:
    - a. The City's initial subsidy shall be equal to the fair market value of the home at the time of initial sale, minus the initial sale price to the moderate-income household, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value; and
    - b. The City's proportionate share of appreciation shall be equal to the ratio of the initial subsidy to the fair market value of the home at the time of initial sale.

### 106.32.080 - Location and Type of Designated Units

- A. Location/dispersal of units.** As required by the Council in compliance with Section 106.32.090 (Processing of Bonus Requests), below, designated units shall be reasonably dispersed throughout the project where feasible, shall contain on average the same number of bedrooms as the non-designated units in the project, and shall be compatible with the design or use of remaining units in terms of appearance, materials, and finished quality.
- B. Phasing.** If a project is to be phased, the density bonus units shall be phased in the same proportion as the non-density bonus units, or phased in another sequence acceptable to the City.

### 106.32.090 - Processing of Bonus Requests

- A. Permit requirement.** A request for a density bonus and other incentives and concessions shall be submitted concurrently with the filing of the planning application for the first discretionary permit required for the housing or commercial development. The density bonus request shall be submitted in writing and shall be processed concurrently with the planning application. The applicant shall be informed whether the application is consistent with Government Code Section 65943.
- B. Application Contents.** An application to request a density bonus shall be filed with the Department on a City application form together with all information required by the City's list of required application contents.
- C. Application Review Process.** The review process for a density bonus project shall be the same as that required for associated discretionary permits. Discretionary actions on density bonus project shall be subject to the same appeal process applied to associated discretionary permits. The application and approval of a density bonus and any associated

incentives or concessions shall not require a separate permit or approval process from that otherwise required for the same project without a density bonus request.

- D. Findings for approval.** In addition to the findings required by any discretionary permits, the approval of a density bonus and other incentives and concessions shall require that the review authority first make all of the following additional findings:
1. The residential development will be consistent with the General Plan, except as provided by this Chapter for density bonuses, and other incentives and concessions;
  2. The approved number of dwellings can be accommodated by existing and planned infrastructure capacities;
  3. Adequate evidence exists to indicate that the project will provide affordable housing in a manner consistent with the purpose and intent of this Chapter; and
  4. There are sufficient provisions to guarantee that the units will remain affordable for the required time period.

### 106.32.100 - Density Bonus Agreement

- A. Agreement required.** An applicant requesting a density bonus shall agree to enter into a density bonus agreement (referred to as the "agreement") with the City in the City's standard form of agreement.

**B. Agreement provisions.**

1. **Project information.** The agreement shall include at least the following information about the project:
  - a. The total number of units approved for the housing development, including the number of designated dwelling units;
  - b. A description of the household income group to be accommodated by the housing development, and the standards and methodology for determining the corresponding affordable rent or affordable sales price and housing cost consistent with HUD Guidelines;
  - c. The marketing plan for the affordable units;
  - d. The location, unit sizes (square feet), and number of bedrooms of the designated dwelling units;
  - e. Tenure of the use restrictions for designated dwelling units of the time periods required by Section 106.32.070 (Continued Availability);
  - f. A schedule for completion and occupancy of the designated dwelling units;
  - g. A description of the additional incentives being provided by the City;
  - h. A description of the remedies for breach of the agreement by the owners, developers, and/or successors-in-interest of the project; and
  - i. Other provisions to ensure successful implementation and compliance with this Chapter.
2. **Minimum requirements.** The agreement shall provide, at minimum, that:
  - a. The developer shall give the City the continuing right-of-first-refusal to lease or purchase any or all of the designated dwelling units at the appraised value;

- b. The deeds to the designated dwelling units shall contain a covenant stating that the developer or successors-in-interest shall not assign, lease, rent, sell, sublet, or otherwise transfer any interests for designated units without the written approval of the City;
  - c. When providing the written approval, the City shall confirm that the price (rent or sale) of the designated dwelling unit is consistent with the limits established for low and very low income households, as published by HUD;
  - d. The City shall have the authority to enter into other agreements with the developer, or purchasers of the designated dwelling units, to ensure that the required dwelling units are continuously occupied by eligible households;
  - e. Applicable deed restrictions, in a form satisfactory to the City Attorney, shall contain provisions for the enforcement of owner or developer compliance. Any default or failure to comply may result in foreclosure, specific performance, or withdrawal of the Certificate of Occupancy;
  - f. In any action taken to enforce compliance with the deed restrictions, the City Attorney shall, if compliance is ordered by a court of competent jurisdiction, take all action that may be allowed by law to recover all of the City's costs of action including legal services; and
  - g. Compliance with the agreement will be monitored and enforced in compliance with the measures included in the agreement.
3. **For-sale housing conditions.** In the case of for-sale housing developments, the agreement shall provide for the following conditions governing the initial sale and use of designated dwelling units during the applicable restriction period:
- a. Designated dwelling units shall be owner-occupied by eligible households, or by qualified residents in the case of senior housing; and
  - b. The initial purchaser of each designated dwelling unit shall execute an instrument or agreement approved by the City which:
    - (1) Restricts the sale of the unit in compliance with this Chapter during the applicable use restriction period;
    - (2) Contains provisions as the City may require to ensure continued compliance with this Chapter and State law; and
    - (3) Shall be recorded against the parcel containing the designated dwelling unit.
  - c. The housing units are purchased by a qualified nonprofit housing corporation pursuant to a recorded contract that satisfies all of the requirements specified in paragraph (10) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code and that complies with all requirements as described in Government Code Section 65915.
4. **Rental housing conditions.** In the case of a rental housing development, the agreement shall provide for the following conditions governing the use of designated dwelling units during the use restriction period:
- a. The rules and procedures for qualifying tenants, establishing affordable rent, filling vacancies, and maintaining the designated dwelling units for qualified tenants;



- b. Provisions requiring owners to annually verify tenant incomes and maintain books and records to demonstrate compliance with this Chapter;
- c. Provisions requiring owners to submit an annual report to the City, which includes the name, address, and income of each person occupying the designated dwelling units, and which identifies the bedroom size and monthly rent or cost of each unit; and
- d. The applicable use restriction period shall comply with the time limits for continued availability in Section 106.32.070 (Continued Availability), above.

**C. Execution of agreement.**

- 1. Following Council approval of the agreement, and execution of the agreement by all parties, the City shall record the completed agreement on the parcels designated for the construction of designated dwelling units, at the County Recorder's Office.
- 2. The approval and recordation shall take place at the same time as the final map or, where a map is not being processed, before issuance of Building Permits for the designated dwelling units.
- 3. The agreement shall be binding on all future owners, developers, and/or successors-in-interest.

**106.32.110 - Control of Resale**

In order to maintain the availability of for-sale affordable housing units constructed in compliance with this Chapter, the following resale conditions shall apply.

- A. Limits on resale price.** The price received by the seller of an affordable unit shall be limited to the purchase price plus an increase based on the Sacramento metropolitan area consumer price index, an amount consistent with the increase in the median income since the date of purchase, or the fair market value, whichever is less. Before offering an affordable housing unit for sale, the seller shall provide written notice to the City of their intent to sell. The notice shall be provided by certified mail to the Director.
- B. Units to be offered to the City.** Home ownership affordable units constructed, offered for sale, or sold under the requirements of this Section shall be offered to the City or its assignee for a period of at least 90 days from the date of the notice of intent to sell is delivered to the City by the first purchaser or subsequent purchasers. Home ownership affordable units shall be sold and resold from the date of the original sale only to households as determined to be eligible for affordable units by the City in compliance with this Section. The seller shall not levy or charge any additional fees nor shall any "finders fee" or other monetary consideration be allowed other than customary real estate commissions and closing costs.
- C. Declaration of restrictions.** The owners of any affordable unit shall attach and legally reference in the grant deed conveying title of the affordable ownership unit a declaration of restrictions provided by the City, stating the restrictions imposed in compliance with this Section. The grant deed shall afford the grantor and the City the right to enforce the declaration of restrictions. The declaration of restrictions shall include all applicable resale controls, occupancy restrictions, and prohibitions required by this Section.
- D. City to monitor resale of units.** The City shall monitor the resale of ownership affordable units. The City or its designee shall have a 90-day option to commence purchase of ownership affordable units after the owner gives notification of intent to sell. Any abuse in the resale provisions shall be referred to the City for appropriate action.

**106.32.120 - Judicial Relief, Waiver of Standards**

- A. Judicial relief.** As provided by Government Code Section 65915(d)(3), the applicant may initiate judicial proceedings if the City refuses to grant a requested density bonus, incentive, or concession.
- B. Waiver of standards preventing the use of bonuses, incentives, or concessions.**
1. As required by Government Code Section 65915(e), the City will not apply a development standard that will have the effect of precluding the construction of a development meeting the criteria of Subsection 106.32.020 A (Resident requirements), above, at the densities or with the concessions or incentives allowed by this Chapter.
  2. An applicant may submit to the City a proposal for the waiver or reduction of development and zoning standards that would otherwise inhibit the utilization of a density bonus on a specific site, including minimum parcel size, side setbacks, and placement of public works improvements.
  3. The applicant shall show that the waiver or modification is necessary to make the housing units economically feasible.
- C. City exemption.** Notwithstanding the provisions of Subsections A. and B., above, nothing in this Section shall be interpreted to require the City to:
1. Grant a density bonus, incentive, or concession, or waive or reduce development standards, if the bonus, incentive, concession, waiver, or reduction, would have a specific, adverse impact, as defined in Government Code Section 65589.5(d)(2), upon health or safety, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact; or
  2. Grant a density bonus, incentive or concession, or waive or reduce development standards that would have an adverse impact on any real property that is listed in the California Register of Historical Resources.



# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT

### MEMORANDUM

**DATE:** August 25, 2022

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

**FROM:** Casey Kempenaar, Community Development Director  
Eric Singer, Associate Planner

**SUBJECT:** **Second Reading – Abandonment of Setback in Larchmont Rosewood Subdivision**

#### **Summary and Recommendation**

On August 11, 2022, the City Council introduced, read by title only and waived the first full reading of an Ordinance approving abandonment of an existing 25-foot setback on thirty (30) separate parcels within the Larchmont Rosewood Subdivision, recorded on April 6 of 1983.

Here is a clickable link that provides access to the staff report and action items from the August 11, 2022 City Council meeting for background materials associated with this item:

[City Council Agendas](#)

Staff recommends that the Council approve Ordinance No. 2022-008 an Ordinance of the City Council of the City of Citrus Heights, Approving Abandonment of an Existing 25-Foot Setback on Thirty Parcels Located Within the Larchmont Rosewood Subdivision (APN 209-0690-003, -004, -050, -051, -065, -066, 209-0700-005 through -016, -029, -030, 209-0710-011, -012, -018, -019, --021 through -026).

#### **Fiscal Impact**

There is no fiscal impact associated with this action.

#### **Attachments**

1. Ordinance No. 2022-008 an Ordinance of the City Council of the City of Citrus Heights, Approving Abandonment of an Existing 25-Foot Setback on Thirty Parcels Located Within the Larchmont Rosewood Subdivision (APN 209-0690-003, -004, -050, -051, -065, -066, 209-0700-005 through -016, -029, -030, 209-0710-011, -012, -018, -019, --021 through -026)

**Subject: Abandonment of Setback in Larchmont Rosewood Subdivision**

**Date: August 25, 2022**

**Page 2 of 2**

- a. Larchmont Rosewood Subdivision Map
- b. Form of Certificate of Correction to Subdivision Map

## ORDINANCE 2022-008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS APPROVING ABANDONMENT OF AN EXISTING 25-FOOT SETBACK ON THIRTY PARCELS LOCATED WITHIN THE LARCHMONT ROSEWOOD SUBDIVISION (APN 209-0690-003, -004, -050, -051, -065, -066, 209-0700-005 THROUGH -016, -029, -030, 209-0710-011, -012, -018, -019, -021 THROUGH -026)

THE CITY OF CITRUS HEIGHTS DOES ORDAIN AS FOLLOWS:

### Section 1: Purpose and Authority

The purpose of this Ordinance is to amend an approved subdivision map by approving abandonment of a 25-foot setback on thirty (30) parcels within the Larchmont Rosewood Subdivisions Unit 1 and Unit 2, as depicted and described within Exhibit A herein and discussed within the Staff Report.

### Section 2: Findings

The City Council hereby makes the following findings and determinations in consideration of approval of an abandonment of a 25-foot setback in the Larchmont Rosewood Subdivisions Unit 1 and Unit 2 depicted on Exhibit A attached hereto:

- The modifications do not impose an additional burden on the existing fee owner(s);
- The modifications do not alter any right, title, or interest in the property shown on the recorded map; and
- The modified map does not contain any of the grounds for denying a map under Government Code Section 66474.

### Section 3: Action

- A. The City Council hereby amends those Subdivision Maps, titled “Larchmont Rosewood Unit 1”, recorded in Sacramento County Bk 151 PG 16, State of California, filed in the Office of the County Recorder of said County on April 6, 1983, and “Larchmont Rosewood Unit 2”, recorded in Sacramento County Bk 151 PG 17, State of California, filed in the Office of the County Recorder of said County on April 6, 1983, and approves the abandonment of a 25-foot setback on thirty (30) parcels within the Larchmont Rosewood subdivision, as depicted on Exhibit A herein and discussed within the Staff Report, both of which are incorporated herein by reference.
- B. The City Council directs the City Engineer to file or have filed Certificates of Correction reflecting the abandonment of the 25-foot setback on each affected parcel in the records of the Sacramento County Recorder in substantially the form attached hereto as Exhibit B.

Section 4: Severability

If any section of this Ordinance is determined to be unenforceable, invalid, or unlawful, such determination shall not affect the enforceability of the remaining provisions of this Ordinance.

Section 5: Effective Date and Publication

This Ordinance shall take effect thirty (30) days after its adoption, and within fifteen (15) days after its passage, shall be posted in three public places.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights this \_\_\_\_ day of \_\_\_\_\_, 2022 by the following vote:

<b>AYES:</b>	<b>Councilmembers:</b>
<b>NOES:</b>	<b>Councilmembers:</b>
<b>ABSENT:</b>	<b>Councilmembers:</b>
<b>ABSTAIN:</b>	<b>Councilmembers:</b>

\_\_\_\_\_  
Porsche Middleton, Mayor

**ATTEST:**

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

CODIFY \_\_\_\_\_

UNCODIFY   X  

Exhibit:

- A. Larchmont Rosewood Subdivision Map
- B. Form of Certificate of Correction to Subdivision Map

PLAT OF  
**LARCHMONT ROSEWOOD UNIT 1**  
 A PORTION OF THE NORTHEAST ONE-  
 QUARTER OF SECTION 21, T.10N., R.6E., M.D.M.  
 COUNTY OF SACRAMENTO  
 SCALE: 1" = 50'  
 CALIFORNIA  
 MARCH 1983

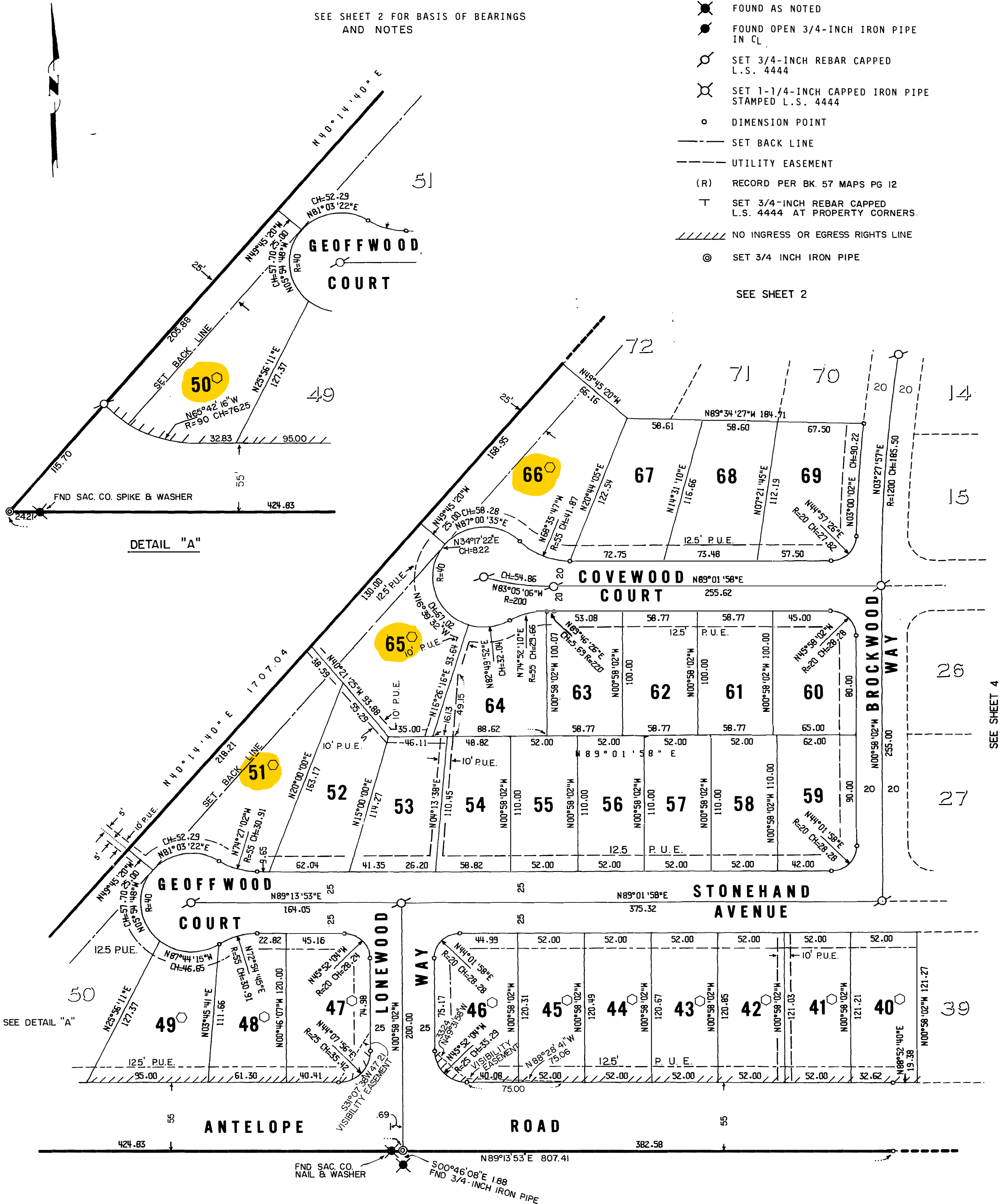
**RVA** RAYMOND VAIL AND ASSOCIATES

LEGEND:

- ✕ FOUND AS NOTED
- FOUND OPEN 3/4-INCH IRON PIPE IN CL
- ⊙ SET 3/4-INCH REBAR CAPPED L.S. 4444
- ⊗ SET 1-1/4-INCH CAPPED IRON PIPE STAMPED L.S. 4444
- DIMENSION POINT
- SET BACK LINE
- UTILITY EASEMENT
- (R) RECORD PER BK. 57 MAPS PG 12
- ⊕ SET 3/4-INCH REBAR CAPPED L.S. 4444 AT PROPERTY CORNERS.
- //// NO INGRESS OR EGRESS RIGHTS LINE
- ⊙ SET 3/4 INCH IRON PIPE

SEE SHEET 2

SEE SHEET 2 FOR BASIS OF BEARINGS AND NOTES



151/16-B



# PLAT OF LARCHMONT ROSEWOOD UNIT 1

A PORTION OF THE NORTHEAST ONE-  
QUARTER OF SECTION 21, T.10N., R.6E., M.D.M.  
COUNTY OF SACRAMENTO  
SCALE: 1" = 50'

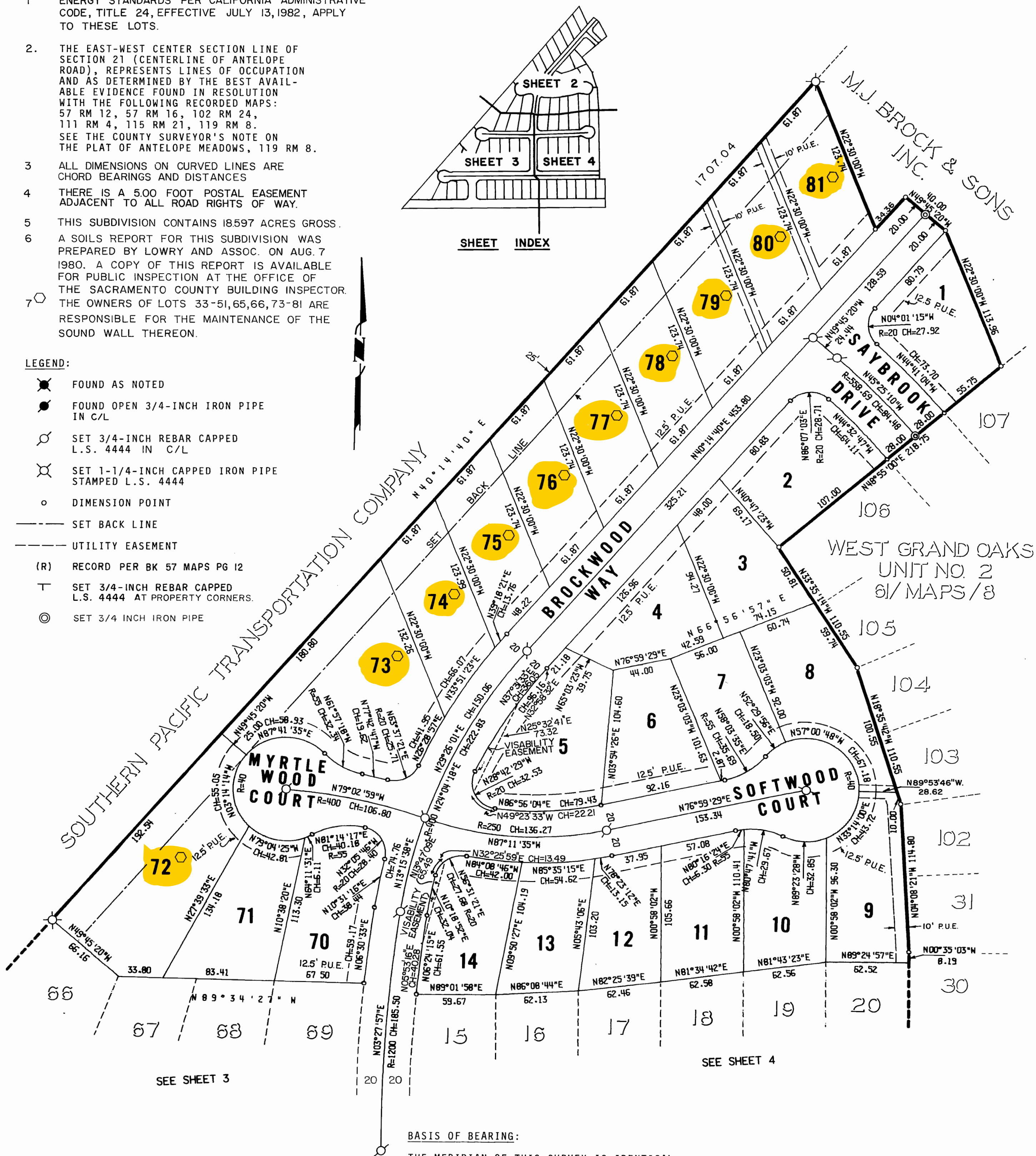
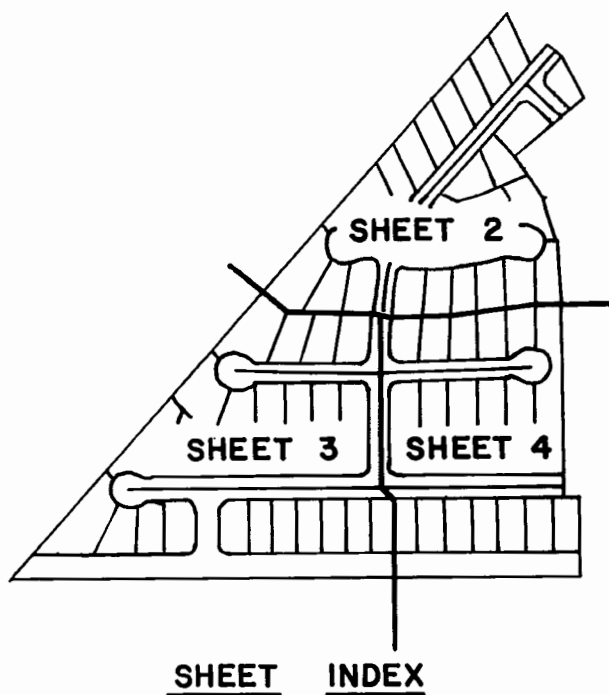
**RVA** RAYMOND VAIL AND ASSOCIATES

## NOTES:

- 1 ENERGY STANDARDS PER CALIFORNIA ADMINISTRATIVE CODE, TITLE 24, EFFECTIVE JULY 13, 1982, APPLY TO THESE LOTS.
2. THE EAST-WEST CENTER SECTION LINE OF SECTION 21 (CENTERLINE OF ANTELOPE ROAD), REPRESENTS LINES OF OCCUPATION AND AS DETERMINED BY THE BEST AVAILABLE EVIDENCE FOUND IN RESOLUTION WITH THE FOLLOWING RECORDED MAPS: 57 RM 12, 57 RM 16, 102 RM 24, 111 RM 4, 115 RM 21, 119 RM 8. SEE THE COUNTY SURVEYOR'S NOTE ON THE PLAT OF ANTELOPE MEADOWS, 119 RM 8.
- 3 ALL DIMENSIONS ON CURVED LINES ARE CHORD BEARINGS AND DISTANCES
- 4 THERE IS A 5.00 FOOT POSTAL EASEMENT ADJACENT TO ALL ROAD RIGHTS OF WAY.
- 5 THIS SUBDIVISION CONTAINS 18597 ACRES GROSS.
- 6 A SOILS REPORT FOR THIS SUBDIVISION WAS PREPARED BY LOWRY AND ASSOC. ON AUG. 7 1980. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE SACRAMENTO COUNTY BUILDING INSPECTOR.
- 7 THE OWNERS OF LOTS 33-51, 65, 66, 73-81 ARE RESPONSIBLE FOR THE MAINTENANCE OF THE SOUND WALL THEREON.

## LEGEND:

- ✕ FOUND AS NOTED
- FOUND OPEN 3/4-INCH IRON PIPE IN C/L
- SET 3/4-INCH REBAR CAPPED L.S. 4444 IN C/L
- ⊗ SET 1-1/4-INCH CAPPED IRON PIPE STAMPED L.S. 4444
- DIMENSION POINT
- SET BACK LINE
- UTILITY EASEMENT
- (R) RECORD PER BK 57 MAPS PG 12
- ⊥ SET 3/4-INCH REBAR CAPPED L.S. 4444 AT PROPERTY CORNERS.
- ◎ SET 3/4 INCH IRON PIPE



## BASIS OF BEARING:

THE MERIDIAN OF THIS SURVEY IS IDENTICAL TO THE PLAT OF WEST GRAND OAKS UNIT NO. 1 FILED IN BOOK 57 OF MAPS, MAP NO. 12, SACRAMENTO COUNTY RECORDS, BEING THE CENTERLINE OF SAYBROOK DRIVE, N00°35'03" W.



PLAT OF  
**LARCHMONT ROSEWOOD UNIT 2**  
 A PORTION OF THE NORTHEAST ONE-QUARTER  
 OF SECTION 21, T.10N., R.6E., M.D.M.  
 COUNTY OF SACRAMENTO  
 SCALE: 1" = 50'

CALIFORNIA  
 MARCH 1983

**RVA** RAYMOND VAIL AND ASSOCIATES

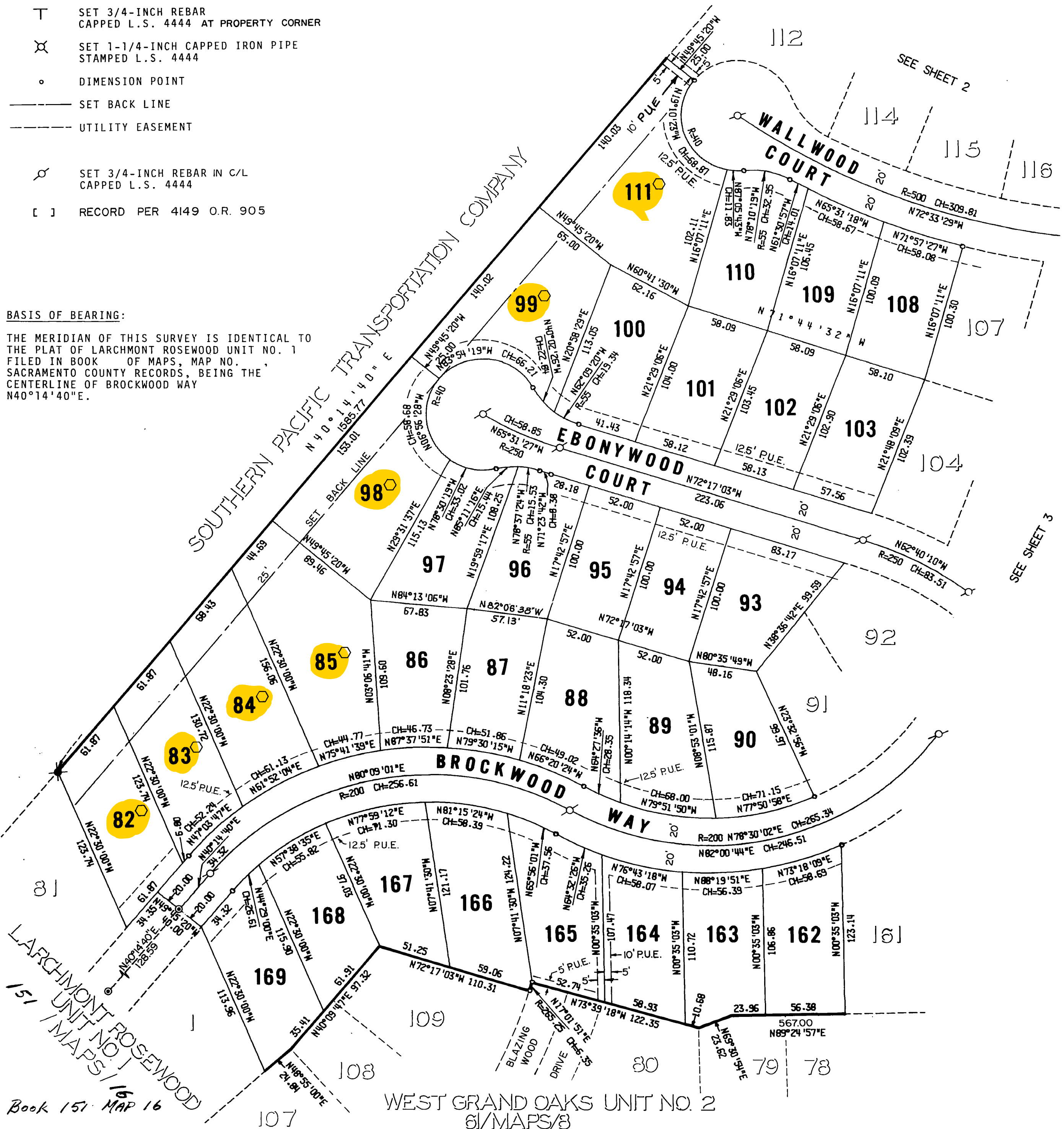
**LEGEND:**

- FOUND AS NOTED
- FOUND OPEN 3/4-INCH IRON PIPE IN C/L
- ⊙ SET 3/4-INCH IRON PIPE PLUGGED L.S. 4444
- ✕ FOUND 1-1/4-INCH CAPPED IRON PIPE STAMPED L.S. 4444
- ⊥ SET 3/4-INCH REBAR CAPPED L.S. 4444 AT PROPERTY CORNER
- ⊗ SET 1-1/4-INCH CAPPED IRON PIPE STAMPED L.S. 4444
- DIMENSION POINT
- SET BACK LINE
- UTILITY EASEMENT
- ⊕ SET 3/4-INCH REBAR IN C/L CAPPED L.S. 4444
- [ ] RECORD PER 4149 O.R. 905

SEE SHEET 2 FOR NOTES

**BASIS OF BEARING:**

THE MERIDIAN OF THIS SURVEY IS IDENTICAL TO THE PLAT OF LARCHMONT ROSEWOOD UNIT NO. 1 FILED IN BOOK OF MAPS, MAP NO. SACRAMENTO COUNTY RECORDS, BEING THE CENTERLINE OF BROCKWOOD WAY N40°14'40"E.



SHEET 4 OF 4 SHEETS

C C 381,2 / 194,6 E

151/17-C



# PLAT OF LARCHMONT ROSEWOOD UNIT 2

A PORTION OF THE NORTHEAST ONE-QUARTER  
OF SECTION 21, T.10N., R.6E., M.D.M.  
COUNTY OF SACRAMENTO  
SCALE: 1" = 50'

RAYMOND VAIL AND ASSOCIATES

FOUND 2" CAPPED  
IRON PIPE STAMPED  
LS 3333

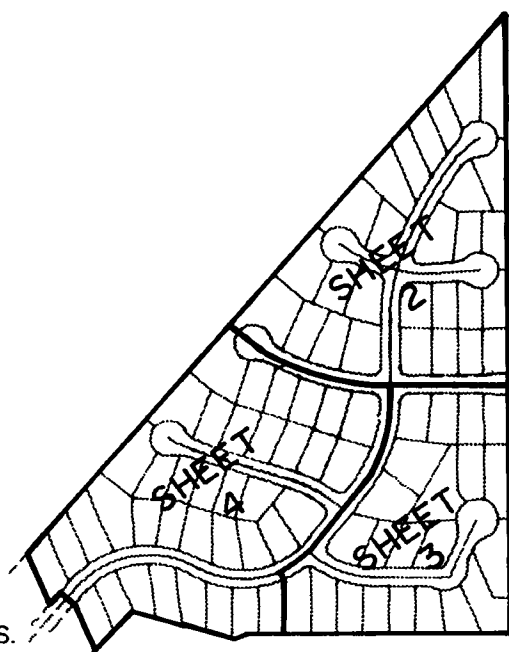
TION RBE  
S16/S15  
S21/S22  
LS3333

## NOTES:

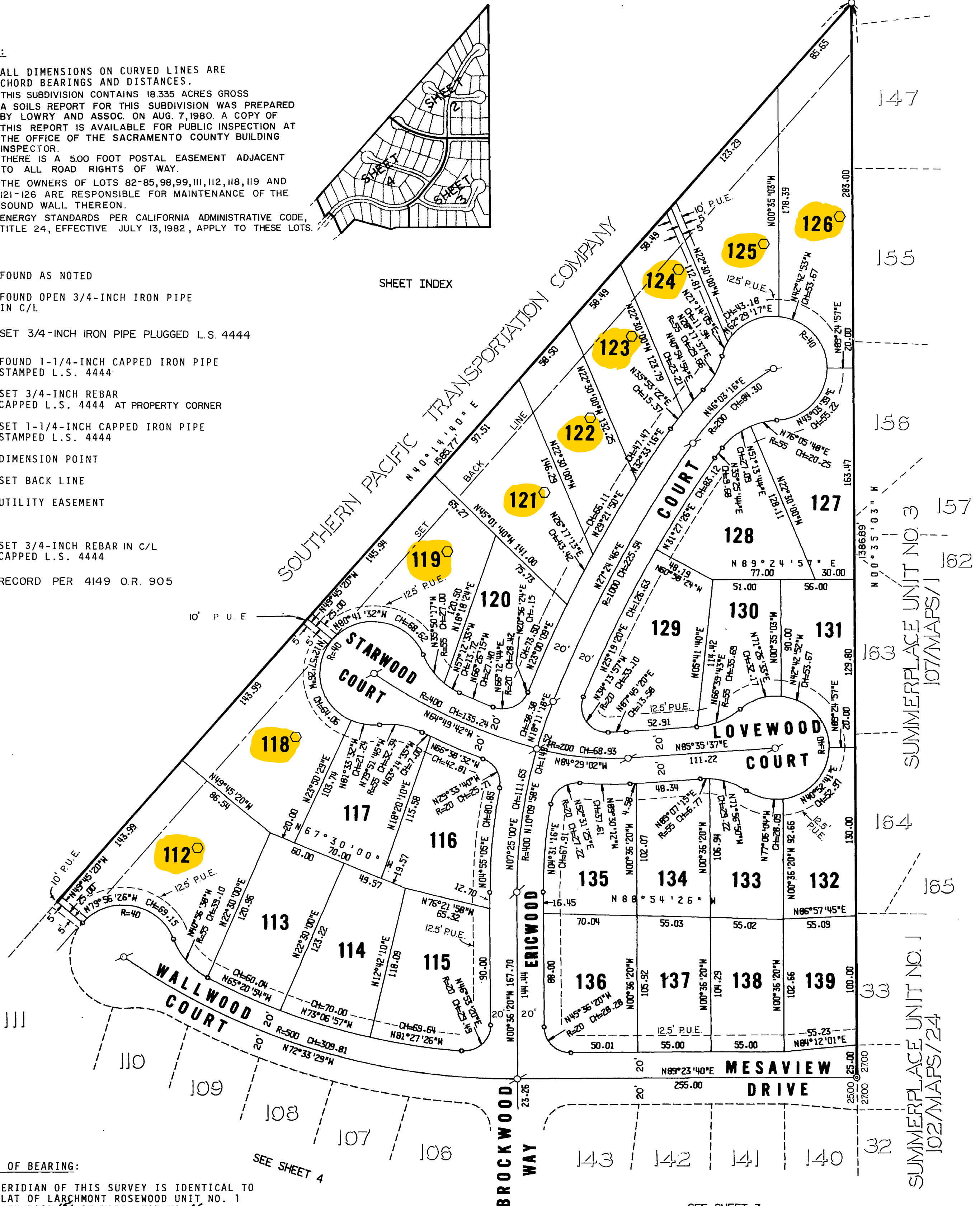
1. ALL DIMENSIONS ON CURVED LINES ARE CHORD BEARINGS AND DISTANCES.
2. THIS SUBDIVISION CONTAINS 18.335 ACRES GROSS
3. A SOILS REPORT FOR THIS SUBDIVISION WAS PREPARED BY LOWRY AND ASSOC. ON AUG. 7, 1980. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE SACRAMENTO COUNTY BUILDING INSPECTOR.
4. THERE IS A 500 FOOT POSTAL EASEMENT ADJACENT TO ALL ROAD RIGHTS OF WAY.
5. THE OWNERS OF LOTS 82-85, 98, 99, III, II2, II8, II9 AND I21-I26 ARE RESPONSIBLE FOR MAINTENANCE OF THE SOUND WALL THEREON.
6. ENERGY STANDARDS PER CALIFORNIA ADMINISTRATIVE CODE, TITLE 24, EFFECTIVE JULY 13, 1982, APPLY TO THESE LOTS.

## LEGEND:

- FOUND AS NOTED
- FOUND OPEN 3/4-INCH IRON PIPE IN C/L
- ⊙ SET 3/4-INCH IRON PIPE PLUGGED L.S. 4444
- ✕ FOUND 1-1/4-INCH CAPPED IRON PIPE STAMPED L.S. 4444
- ⊥ SET 3/4-INCH REBAR CAPPED L.S. 4444 AT PROPERTY CORNER
- ⊗ SET 1-1/4-INCH CAPPED IRON PIPE STAMPED L.S. 4444
- DIMENSION POINT
- SET BACK LINE
- UTILITY EASEMENT
- ⊙ SET 3/4-INCH REBAR IN C/L CAPPED L.S. 4444
- [ ] RECORD PER 4149 O.R. 905



SHEET INDEX



## BASIS OF BEARING:

THE MERIDIAN OF THIS SURVEY IS IDENTICAL TO THE PLAT OF LARCHMONT ROSEWOOD UNIT NO. 1 FILED IN BOOK 151 OF MAPS, MAP NO. 16, SACRAMENTO COUNTY RECORDS, BEING THE CENTERLINE OF BROCKWOOD WAY N40°14'40"E.

C/C 381,2 / 194,6 E SHEET 2 OF 4 SHEETS

151/17-A

RECORDING REQUESTED BY:  
City of Citrus Heights

WHEN RECORDED RETURN TO:  
City of Citrus Heights  
City Clerk's Office  
6360 Fountain Sq Dr  
Citrus Heights, CA 95621

**SAMPLE**

**Certificate of Correction  
Form**

APN. \_\_\_\_\_

THE AREA ABOVE IS RESERVED FOR RECORDER'S  
USE

**AMENDING MAP**

THE UNDERSIGNED GRANTOR DECLARES:

Documentary Transfer Tax - NONE  
City of Citrus Heights EXEMPT - Rev. & Tax. C.A. §  
11922 NO FEE - CITY BUSINESS - Gov. Code §  
6103

Pursuant to Section 66469 of the Subdivision Map Act,

NOTICE IS GIVEN that Subdivision titled "Larchmont Rosewood Unit 1", recorded in Sacramento County Bk 151 PG 16, State of California, filed in the Office of the County Recorder of said County on April 6, 1983 is amended as follows:

I certify that the following are the names of the fee owners of real property affected by; such corrections on the date of the filing or recording of the original recorded map,

MJ Brock/Sons Inc.

**CERTIFICATE OF SURVEYOR (OR ENGINEER)**

I further certify that the above Certificate of Correction was prepared by or under the direction and control of the undersigned (registered civil engineer) or (professional land surveyor).

(SEAL)

Signature: \_\_\_\_\_  
P.L.S.  
DATE:

I, \_\_\_\_\_, City Engineer of the City of Citrus Heights, County of Sacramento, State of California, certify that I have examined the foregoing Certificate of Correction and find that the only changes shown hereon are changes provided for by Section 66469 of the Subdivision Map Act.

(SEAL)

Signature: \_\_\_\_\_  
P.E.  
DATE:

I, the undersigned, on the behalf of the City of Citrus Heights, County of Sacramento, State of California, certify that I have examined the foregoing Certificate of Correction and find that the only changes shown hereon are changes provided for by Section 66469 of the Subdivision Map Act.

(SEAL)

Signature: \_\_\_\_\_  
P.L.S.  
DATE:



# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT

### MEMORANDUM

**DATE:** August 25, 2022

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

**FROM:** Amy Van, City Clerk  
Haley Reid, Management Analyst II

**SUBJECT:** Designation of Voting Delegate and Alternate(s) for the League of California Cities Annual Conference

#### **Summary and Recommendation**

The League of California Cities Annual Conference is scheduled for September 7 - 9, 2022, in Long Beach. The Annual Business Meeting will be held during the General Assembly on Friday, September 9, 2022. At this meeting the League membership considers and takes action on resolutions that establish League policy. This year, Cal Cities did not receive any resolutions to be considered, however there will be an amendment to Cal Cities bylaws to be considered and voted on during the business meeting. In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate and may appoint up to two alternate voting delegates.

Consistent with League bylaws, the City's voting delegate and alternate(s) must be designated by action of the City Council. The voting delegate and alternate(s) must be registered to attend the conference.

Staff recommends the City Council designate a voting delegate and alternate(s) to participate at the Annual Business Meeting on September 9, 2022 during the League of California Cities Annual Conference.

#### **Attachments**

- (1) League of California Cities Memo dated June 1, 2022
- (2) Proposed Cal Cities Bylaws Amendments Packet

Council Action Advised by August 31, 2022

**DATE: June 1, 2022**

**TO: City Managers and City Clerks**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference & Expo – September 7-9, 2022**

Cal Cities 2022 Annual Conference & Expo is scheduled for September 7-9, 2022 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 9. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

**Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Friday, September 2. This will allow us time to establish voting delegate/alternate records prior to the conference.**

**Please view Cal Cities' [event and meeting policy](#) in advance of the conference.**

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by June 1 on the [Cal Cities](#) website. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.



- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, September 7, 8:00 a.m. – 6:00 p.m.; Thursday, September 8, 7:00 a.m. – 4:00 p.m.; and Friday, September 9, 7:30 a.m.–12:30 p.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Friday, September 2. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

## Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.





**CITY:** \_\_\_\_\_

**2022 ANNUAL CONFERENCE  
VOTING DELEGATE/ALTERNATE FORM**

**Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.**

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note:** Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

**1. VOTING DELEGATE**

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

Title: \_\_\_\_\_

**2. VOTING DELEGATE - ALTERNATE**

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

Title: \_\_\_\_\_

**3. VOTING DELEGATE - ALTERNATE**

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

Title: \_\_\_\_\_

**ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR**

**ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).**

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

Mayor or City Clerk \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_  
(circle one) (signature)

**Please complete and return by Friday, September 2, 2022 to:**

Darla Yacub, Assistant to the Administrative Services Director

E-mail: [dyacub@calcities.org](mailto:dyacub@calcities.org); Phone: (916) 658-8254



***2022 Annual Conference and Expo***  
***PROPOSED BYLAWS AMENDMENTS***

***General Assembly***  
***September 9, 2022***



**2021-2022  
CAL CITIES OFFICERS**

**President**

Cindy Silva  
Mayor Pro Tem,  
Walnut Creek

**First Vice President**

Ali Taj  
Council Member,  
Artesia

**Second Vice President**

Daniel Parra  
Council Member,  
Fowler

**Immediate Past President**

Cheryl Viegas Walker  
Council Member,  
El Centro

**Executive Director  
and CEO**

Carolyn M. Coleman

August 2022

To: Cal Cities General Assembly  
From: Cindy Silva, President  
Carolyn Coleman, Executive Director and CEO  
Re: Proposed Cal Cities Bylaws Amendments

On July 15, 2022, the League of California Cities (Cal Cities) Board of Directors (Board) voted to present proposed bylaws amendments to the General Assembly at the 2022 Cal Cities Annual Conference and Expo. This memorandum outlines the history of the proposed amendments, summarizes the amendments, and provides an explanation of the process for adopting amendments to the bylaws.

**Background**

Beginning in 2017, the Board directed Cal Cities to undertake a strategic planning process that resulted in the adoption of the “Powering Up for California Cities Strategic Growth Plan 2018-2021” (Strategic Growth Plan). The Strategic Growth Plan set forth goals to enhance Cal Cities’ governance to: (a) achieve even higher levels of engagement and effectiveness; (b) ensure optimal engagement by members and effectiveness in supporting fulfillment of the Cal Cities’ mission; and (c) ensure the pathway to leadership is transparent and inclusive.

In furtherance of its governance goals, the Board engaged an association governance consultant (Consultant) to evaluate the Cal Cities governance system and make recommendations for enhancing Cal Cities’ governance. The Consultant gathered and considered input from more than 350 Cal Cities members through advisory groups, roundtable discussions, interviews, and surveys. On July 8, 2021, the Consultant produced a report (Governance Report) detailing 49 recommendations to the Board to deepen the engagement of Cal Cities Member Cities and ensure Cal Cities’ governance is operating at peak performance.

The Governance Report included findings indicating that Cal Cities is a strong organization, with a high level of member engagement, but also highlighted opportunities for Cal Cities to enhance its governance. The opportunities for enhancement included: (a) improving the clarity, ease, and consistency in how the governance system works; (b) clarifying the guidelines for position qualifications and performance expectations; (c) identifying ways to deepen member engagement and enhance the quality of the experience of involvement; and (d) ensuring Cal Cities has an intentional, consistent organizational culture at all levels of the governance system.

The findings and recommendations from the Governance Report were presented to the Board during the July 2021 Board meeting. Following a robust exchange of ideas and input, the Board decided to move forward with many of the recommendations, referred other recommendations to a “to be established” board subcommittee for further study, and deferred consideration of the remaining recommendations.

Following Board approval, in September 2021 during the Cal Cities Annual Conference and Expo, the General Assembly voted to approve the following bylaws amendments:

1. Adjust the composition of the Board to achieve a higher impact and be more representative by adding Director seats to the Board for each of the five Diversity Caucuses, and transitioning members of the National League of Cities Board from Cal Cities Directors to one non-voting advisor to the Cal Cities Board.
2. Recognize the Cal Cities Diversity Caucuses in the Cal Cities bylaws to reflect the full contribution the caucuses make to Cal Cities’ mission and vision.

Those amendments became effective on Nov. 24, 2021.

Among the recommendations the Board decided was a priority to move forward was the establishment of a standing Governance Committee to assist the Board in fulfilling its governance function.

At its February 2022 meeting, the Board voted to approve Board policy establishing the Governance Committee with the task of regularly reviewing the governance structures, policies, and practices of Cal Cities and reporting its findings and recommendations to the Board. The Board also approved a one-year work plan for the Governance Committee that established priority governance issues to focus on in its first year.

Following the Board meeting, President Cindy Silva appointed the following Board members to serve on the Governance Committee:

- Cheryl Viegas Walker, Immediate Past President and Council Member, El Centro, Chair
- Walt Allen, Council Member, Covina
- Jan Arbuckle, Vice Mayor, Grass Valley
- LaTanya Bellow, Deputy City Manager, Berkeley
- Pippin Dew, Council Member, Vallejo
- Lynne Kennedy, Mayor Pro Tem, Rancho Cucamonga
- Karen Goh, Mayor, Bakersfield
- Jim Lewis, City Manager, Pismo Beach
- Lisa Middleton, Mayor, Palm Springs
- John Minto, Mayor, Santee
- David Pollock, Council Member, Moorpark

The Governance Committee met in April 2022, and following engaging and productive discussions, brought forward to the Board at its May 2022 meeting several recommendations to further enhance Cal Cities' governance. Among the recommendations approved by the Board during that meeting are two that require bylaws amendments:

1. Formalize oversight of the **Resolutions Committee** by establishing the Second Vice President as the chair of the committee, while retaining the President's authority to appoint the vice chair of the committee.
2. To ensure a more inclusive **Nominating Committee**, add one committee member appointed from among the Caucus Directors and one additional committee member appointed from among the At-Large Directors for a total of 13 committee members.<sup>1</sup>

In addition to those recommendations identified by the Governance Committee and approved by the Board, Cal Cities staff identified various non-substantive revisions to the Cal Cities bylaws:

1. Clarify that, unless the Board establishes otherwise, the **Cal Cities President appoints the chair of Board-established committees**.
2. To avoid confusion and clarify organizational responsibilities, remove "Treasurer" from the **title of the Second Vice President**.<sup>2</sup>
3. To promote consistency, replace the term "Board member(s)" with "**Director(s)**."<sup>3</sup>

On July 15, 2022, the Board voted to present these proposed bylaws amendments to the General Assembly at the 2022 Cal Cities Annual Conference and Expo.

While the work to enhance Cal Cities' governance is a process being implemented in phases over several years, the Board believes these proposed amendments constitute important next steps toward ensuring Cal Cities' governance is operating at peak performance.

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<sup>1</sup> Under the current bylaws, the Nominating Committee is comprised of 11 Directors. Two committee members are appointed from among At-Large Directors and one from a Department. Divisions participate on a rotation, with Directors residing within eight of the Divisions appointed in even-numbered years and Directors from the other eight appointed in odd-numbered years.

<sup>2</sup> Under the current bylaws, the Second Vice President is referred to as "Second Vice President/Treasurer." However, in practice the Second Vice President does not serve as treasurer of Cal Cities. Rather, that function is performed by the Chief Financial Officer designated in Article VIII, section 5, subdivision b(2), of the Cal Cities bylaws.

<sup>3</sup> The current bylaws primarily refer to members of the Cal Cities Board of Directors as "Directors." However, there are instances in which they are referred to as "Board members."

### **Procedure for Amending the Cal Cities Bylaws**

Amendments to the Cal Cities bylaws may be proposed by the Cal Cities Board and may be adopted: (a) by vote of the Cal Cities General Assembly, or (b) by mail ballot to Member Cities.<sup>4</sup> In this case, the amendments will be considered by the General Assembly. Bylaws amendments need to be approved by 2/3 of those voting,<sup>5</sup> and the number that constitutes 2/3 of those voting (a) cannot be less than a majority of the voting delegates present if there is a quorum at the time the vote is taken;<sup>6</sup> or (b) cannot be less than a majority of a quorum if the meeting started with a quorum but a quorum is not present when the vote is taken.<sup>7</sup>

If approved by the General Assembly, the amendments to the bylaws will go into effect after the expiration of a 60-day protest period.<sup>8</sup> If, within 60 days after the adoption of the amendments, one-third or more of Member Cities submit a written protest against such amendments, the amendments are automatically suspended until the next Annual Conference and Expo, when they may be taken up again for reconsideration and vote.<sup>9</sup> If the amendments are approved by the General Assembly and no protest is lodged, the effective date of the bylaws amendments will be Nov. 9, 2022.

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<sup>4</sup> Article XVII, Section 1.

<sup>5</sup> Article XVII, Section 2.

<sup>6</sup> Cal. Corp. Code 7512, subd. (a).

<sup>7</sup> Cal. Corp. Code 7512, subd. (d).

<sup>8</sup> Article XVII, section 6.

<sup>9</sup> Article XVII, section 7.

**RESOLUTION RELATING TO AMENDMENTS TO THE CAL CITIES BYLAWS  
(2/3 vote at General Assembly required to approve)**

Source:     *League of California Cities Board of Directors*

WHEREAS, the League of California Cities (Cal Cities) is a nonprofit mutual benefit corporation under California law and, as such, is governed by corporate bylaws; and

WHEREAS, the Cal Cities Board of Directors (Board) periodically reviews the Cal Cities bylaws for issues of clarity, practicality, compliance with current laws, and responsiveness to membership needs and interests; and

WHEREAS, beginning in 2017, the Board directed Cal Cities to undertake a strategic planning process that resulted in the adoption of the “Powering Up for California Cities Strategic Growth Plan 2018-2021” (Strategic Growth Plan); and

WHEREAS, the Strategic Growth Plan set forth goals to enhance Cal Cities’ governance to: (a) achieve even higher levels of engagement and effectiveness; (b) ensure optimal engagement by members and effectiveness in supporting fulfillment of the Cal Cities’ mission; and (c) ensure the pathway to leadership is transparent and inclusive; and

WHEREAS, in furtherance of its governance goals, the Board engaged an expert in association governance who gathered and considered input from more than 350 Cal Cities members through advisory groups, roundtable discussions, interviews, and surveys to evaluate the Cal Cities governance system and make recommendations for enhancing Cal Cities’ governance; and

WHEREAS, in July 2021 the Board decided to move forward with certain recommendations made as a result of that governance evaluation, including a recommendation to establish a standing Governance Committee of the Board to assist the Board in fulfilling its governance function; and

WHEREAS, in February 2022 the Board approved Board policy establishing the Governance Committee and charging it with regularly reviewing the governance structures, policies, and practices of Cal Cities, and reporting its findings and making recommendations to the Board; and

WHEREAS, in 2022 the Governance Committee recommended, and the Board, approved certain changes to the bylaws that: (1) formalize the oversight of the Resolutions Committee; (2) ensure a more inclusive Nominating Committee by adding one committee member appointed from among Caucus Directors and one additional committee member appointed from among At-Large Directors; (3) clarify that, unless the board establishes otherwise, the Cal Cities President appoints the chair of board-established committees; and (4) make various non-substantive revisions; and

WHEREAS, the Cal Cities Board offers the following proposed amendments and additions to the bylaws, as set forth in the attached redlined version of the bylaws specified below, which is hereby incorporated by reference:

1. Amend Article VI, section 3(c) to designate the Second Vice-President as the Resolutions Committee chair, while retaining the President's authority to appoint the vice chair of the Resolutions Committee;
2. Amend Article VII, section 5(b) to adjust the composition of the Nominating Committee by adding one At-Large Director and one Caucus Director for a total of 13 Nominating Committee members;
3. Amend Article VII, Section 10(d) to provide that, *unless the Board establishes otherwise*, the Cal Cities President appoints the chair of board-established committees;
4. Replace the title "Second Vice-President/Treasurer" with "Second Vice President" in Article VII, sections 2(a), 5(e), and 10(b); and Article VIII, sections 1, 2(c), and 4;
5. Replace the term "board member(s)" with "Director(s)" in Article VII, sections 5(b), 5(e), and 8; Article XII, section 5(c); and Article XV, section 4; and

now therefore, be it

RESOLVED, by the General Assembly of the League of California Cities assembled during the Annual Conference in Long Beach on September 9, 2022, that the proposed bylaws amendments are hereby approved and Cal Cities shall make the specified amendments to the Cal Cities bylaws set forth in the attached redlined version of the bylaws.

See ATTACHMENT 1 for redline of proposed changes to the bylaws.
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**ATTACHMENT 1**  
**Redline of Proposed Changes to Bylaws**

# Bylaws for the League of California Cities

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## Article VI. Resolutions

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### Section 3: Resolutions Committee for Annual Conference Resolutions.

**(a) Resolutions Committee Composition.** The Cal Cities President establishes a Resolutions Committee sixty days prior to each Annual Conference, which committee shall consist of:

- (i) One elected official from each regional division, appointed by the regional division;
- (ii) One elected official from each policy committee, appointed by the policy committee;
- (iii) One member from each functional department, appointed by the department;
- (iv) One elected official from each caucus, appointed by the caucus; and
- (v) Up to ten additional members (at least five of whom are elected officials) as the Cal Cities President deems necessary to achieve geographic and population balance, as well as recognize the multiplicity of city functions not represented by the other appointments, including, but not limited to, the perspectives of board and commission members as well as professional staff.

**(b) Presidential Appointments.** In the event a regional division, policy committee, functional department, or caucus does not make its appointment to the Resolutions Committee, the Cal Cities President may make the appointment on the regional division's, policy committee's, functional department's, or caucus's behalf.

**(c) Chair.** The Cal Cities ~~President shall also appoint to the Resolutions Committee a committee chair and vice chair~~Second Vice-President shall serve as committee chair. The Cal Cities President shall also appoint to the Resolutions Committee a vice chair.

**(d) Minimum Committee Size and Composition.** In the event the full committee is not in attendance at the Annual Conference, the Cal Cities President shall appoint a sufficient number of city officials in attendance to achieve a total of thirty. No less than two-thirds of the members of the Resolutions Committee shall be elected officials.

- (e) **Committee Consideration of Proposed Resolutions.** Except for resolutions of courtesy, commendation, appreciation or condolence, no resolution expressing the opinion or policy of Cal Cities on any question may be considered or discussed by Cal Cities' General Assembly, unless it has been first submitted to, and reported on, by the Resolutions Committee.

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## **Article VII: Board of Directors**

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### **Section 2: Composition.**

The Cal Cities Board is composed of the following:

- (a) A President, First Vice-President and Second Vice-President/~~Treasurer~~, who each serve a term of one year;
- (b) The Immediate Past President who serves for a term of one year, immediately succeeding his or her term as President;
- (c) Twelve Directors-at-Large,
  - (i) Who serve staggered two-year terms, and
  - (ii) At least one of whom is a representative of a small city with a population of 10,000 or less;
- (d) One Director to be elected from each of the regional divisions, functional departments, and caucuses of Cal Cities, each of whom serves for a term of two years; and
- (e) Ten Directors that may be designated by the mayors of each of the ten largest cities in California to serve two-year terms.
- (f) For purposes of this section, the population of each city is the most current population as determined by the California Department of Finance, Demographic Research Unit, or its successor agency or unit. If no successor agency or unit is named, the most current population used to determine these dues shall be used to determine future dues until such time as these bylaws are amended to designate a new source for determining city population.
- (g) Directors hold office until their successors are elected and qualified.

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## Section 5: Nomination Process.

- (a) **Timing.** The Cal Cities President, with the concurrence of the Cal Cities Board, shall establish a nominating committee at the first Board meeting of the calendar year in which the election is to occur.
- (b) **Composition.** The nominating committee shall be comprised of ~~eleven~~ thirteen ~~Board members~~ Directors. ~~Three~~ Two nominating committee members shall be At-Large Directors, ~~and one~~ shall represent a functional department, ~~and one shall represent a caucus~~. Regional divisions shall be represented on the nominating committee on the following rotating basis:
- (i) **Even-Numbered Years:** In even-numbered years, the Central Valley, Imperial County, Monterey Bay, North Bay, Orange County, Redwood Empire, Sacramento Valley and San Diego County Regional Divisions shall be represented on the nominating committee.
  - (ii) **Odd-Numbered Years:** In odd-numbered years, the Channel Counties, Inland Empire, Desert-Mountain, East Bay, Los Angeles County, Peninsula, Riverside County, and South San Joaquin Regional Divisions shall be represented on the nominating committee.
- (c) **Nominating Committee Chair.** The Cal Cities President shall appoint the chair of the nominating committee.
- (d) **Candidates for Positions Ineligible.** Candidates for officer and at-large positions on the Cal Cities Board are not eligible to serve on the nominating committee. In the event a regional division representative on the nominating committee wishes to be a candidate for an officer or at-large position, the Cal Cities President will appoint a substitute nominating committee member from the same regional division, if available. If one is not available, the President shall appoint a substitute from a nearby regional division.
- (e) **Duties.** The duties of the nominating committee are to:
- (i) **Member Outreach.** Publicize the qualifications for the offices of Second ~~Vice-Vice~~-President/~~Treasurer~~ and the at-large members of the Cal Cities Board to Cal Cities' Member Cities;
  - (ii) **At-Large and Second Vice-President Recommendations.** Make recommendations to the Cal Cities Board on the following year's Cal Cities officers and at-large ~~board members~~ Directors; and
  - (iii) **President and First Vice President Recommendation.** Recommend whether the previous year's First Vice President

becomes President and the previous year's Second Vice-  
President/~~Treasurer~~ becomes First Vice President.

**(f) Notice to Members.** An explanation of the nomination process and relevant deadlines for submitting nominations to the nominating committee shall be publicized in Cal Cities publications and communications throughout the year, along with the identity of nominating committee members once such members are appointed. In addition, the nominating committee shall inform the membership of the opening of the nominations for the following year when it makes its report to the general membership as provided in Article VI, Section 5(g) below.

**(g) Decision and Report.** The nominating committee's recommendations shall be communicated to the Cal Cities Board not later than 30 days prior to the date of Cal Cities' Annual Conference and again at the Annual Conference. In addition, the nominating committee shall make its report to the membership at the opening general session of the Annual Conference.

**(h) Election.** The election of Cal Cities Board officers and Directors-at-Large shall occur at a Cal Cities Board meeting at the Annual Conference as provided in Article VII, Section 4(c) and Article VII, section 3.

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## **Section 8: Meetings and Meeting Notice.**

**(a) Regularly Scheduled Board Meetings.** The Cal Cities Board shall meet no fewer than four times a year. Notice of regularly scheduled Board meetings shall be mailed to each Director at least 14 days before any such meeting.

**(b) Emergency Board Meetings.** A good faith effort shall be made to provide notice of any emergency board meetings (for example, by first-class mail, personal or telephone notification, including a voice messaging system or other system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means).

**(c) Telephonic or Electronic Participation.** Members of the Cal Cities Board may participate in any meeting through the use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Participation in a meeting by this means constitutes presence in person at such meeting.

**(d) Notice Content.** All meeting notices shall include the meeting date, place, time, and, as applicable, the means by which a Cal Cities ~~Board member~~Director may participate electronically.

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## Section 10: Committees.

**(a) General.** The Cal Cities Board may establish committees to study city problems, advise on Cal Cities educational efforts, make recommendations with respect to Cal Cities advocacy efforts, or to engage in other appropriate Cal Cities service.

### **(b) Executive Committee.**

- (i) Composition.** The Executive Committee of the Cal Cities Board consists of the following: the Cal Cities President, First Vice-President, Second Vice-President, ~~Treasurer~~, Immediate Past President and Executive Director.
- (ii) Authority.** The Executive Committee has authority to act for the Cal Cities Board between Board meetings, provided that no action of the Executive Committee is binding on the Cal Cities Board unless authorized or approved by the Board.

### **(c) Standing Policy Committees.**

- (i) Charge.** Cal Cities shall have a series of standing policy committees, whose charge shall be to make recommendations to the Cal Cities Board on matters within the committees' jurisdiction, as well as fulfill other duties specified in these bylaws (see, for example, Article VI, section 4(b)).
- (ii) Membership.** Each Cal Cities Policy Committee shall be comprised of the following:
- Two members appointed by each regional division president;
  - One member appointed by each functional department president;
  - One member appointed by each caucus president;
  - No more than 16 members appointed by the Cal Cities President, to provide population and geographic balance, as well as expertise; and
  - Such representatives of affiliate organizations in the capacity authorized by the Cal Cities Board.
- (iii) Feedback.** Policy committees shall receive information on actions taken on committee recommendations and the reasons for those actions.

- (d) **Committee Chairs and Vice Chairs.** Unless the Cal Cities Board establishes otherwise, ~~the~~ the Cal Cities President appoints the chair of all Cal-Cities-wide committees. The term of such appointments coincides with the Cal Cities President's term. The Cal Cities President may appoint vice chairs for such committees, as the Cal Cities President deems necessary.

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## Article VIII: Officers

### Section 1: Identity.

The officers of Cal Cities are a President, a First Vice-President, a Second Vice-President~~/Treasurer~~, an Immediate Past President, and an Executive Director.

### Section 2: Duties of Cal Cities Officers.

- (a) **President.** The President presides at all Cal Cities Board meetings and all General Assemblies. The President has such other powers and duties as may be prescribed by these bylaws or the Cal Cities Board.
- (b) **First Vice-President.** The First Vice-President carries on the duties of the President in the President's temporary absence or incapacity. The First Vice-President has such other powers and duties as may be prescribed by these bylaws or the Cal Cities Board.
- (c) **Second Vice-President~~/Treasurer~~.** The Second Vice-President~~/Treasurer~~ carries on the duties of the President in the President's and First Vice-President's temporary absence or incapacity. The Second Vice-President~~/Treasurer~~ has such other powers and duties as may be prescribed by these bylaws or the Cal Cities Board.

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### Section 4: Vacancies.

A vacancy in the office of President is filled by the Immediate Past President who shall serve for the unexpired term of office and, upon election of a new President at the next Annual Conference, shall subsequently serve a full term as Immediate Past President. In the event the Immediate Past President is not available to fill the vacancy in the office of the President, or declines in writing, it shall be filled by the succession of the First Vice-President to that office. A vacancy in the office of First Vice-President, or Second Vice-President~~/Treasurer~~, is filled for the un-expired term by appointment by the Cal Cities Board of a member of the Cal Cities Board. A vacancy in the office of the Immediate Past President is filled for the un-expired term by the last Past President continuing to hold a city office.

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## Article XII: Voting

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### Section 5: Mail Balloting.

In addition to voting at Cal Cities meetings, Cal Cities may solicit member input by mail ballot.

(a) **Mailing.**<sup>10</sup> The question(s) to be voted upon, along with explanatory materials and a ballot, shall be mailed by first class mail to each Member City for consideration and action.

(b) **Time Frame for Action.** Member Cities shall have at least 45 days to cast their vote. Ballots shall be cast by returning the Member City's ballot to Cal Cities' principal office in Sacramento.

(c) **Ballot Tabulation and Results Announcement.** The Cal Cities President will appoint a counting committee of three ~~board members~~Directors to count the votes cast by mail ballot. The counting committee will submit its count to the Cal Cities Board, which shall canvass the vote and announce the results.

(d) **Functional Departments, Regional Divisions, and Caucuses.** Departments, divisions, and caucuses may also use mail balloting under procedures specified in their respective bylaws.

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## Article XV: Prohibited Transactions

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### Section 4: Ethical Considerations.

These restrictions, of course, represent the floor, not the ceiling, for ethical conduct as a Cal Cities ~~board member~~Director or policy committee member. If a ~~board member~~Director or policy committee member believes that there are circumstances under which Cal Cities' members might reasonably question the ~~board member's~~Director's or policy committee member's ability to act solely in the best interests of Cal Cities and its member cities, the prudent course is to abstain. As an example, typically Cal Cities ~~board members~~Directors have abstained from participating in decisions on legislation that would affect organizations for which they work. Another example is legislation that would uniquely benefit a ~~board member's~~Director's city. Policy committee members should also consider abstaining in similar circumstances.

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<sup>10</sup> The Administrative Services Committee recommends Cal Cities also include notice of the upcoming ballot in a variety of Cal Cities communications to alert Member Cities to make inquiry in the event a city's ballot is lost in the mail.





# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT

### MEMORANDUM

**DATE:** August 25, 2022

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

**FROM:** Meghan Huber, Economic Development & Community Engagement  
Director  
Chris Myers, Facilities Manager

**SUBJECT:** **Community Block Party Trailer Program Approval**

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#### **Summary and Recommendation**

At the May 10, 2022 Strategic Planning Retreat, City Council set a strategic goal to “present to City Council for consideration, a proposal to purchase and outfit a Citrus Heights Block Party Trailer, available to community groups to rent stocked with essentials to host events.” At the City Council meeting May 26, 2022, City Council approved allocating \$50,000 in American Rescue Plan Act (ARPA) funding to create and outfit the Community Block Party Program. A trailer was purchased in July that is in the process of being wrapped with program branding and stocked with program offerings.

Staff recommends the City Council approve the Citrus Heights Community Block Party Trailer program guidelines, Attachment A..

#### **Fiscal Impact**

The approved ARPA allocation of \$50,000 includes forecasted start-up and maintenance costs of the program through December 2024. No additional fiscal impact is anticipated outside of staff time for administration and delivery/pickup of the trailer to registered events.

#### **Background and Analysis**

The Block Party Trailer will be available for rent to Neighborhood Associations and community groups to host neighborhood events. The Block Party Trailer will come stocked with all the essentials to host a neighborhood block party, including;

- Tables
- Chairs

- Coolers
- Barricades and cones
- Lawn games
- Small sound system
- Trash receptacles

The Community Block Party Trailer is intended to provide opportunities for Neighborhood Associations, Citrus Heights Service Clubs, Community Organizations, Non-Profits, and other similar community serving groups to host events in their neighborhood areas. Having a stocked event trailer for community use is intended to help facilitate the community being able to connect and foster that rich social capital that helped birth Citrus Heights as a city of connected residents who care about their community.

The Community Block Party Trailer Program will be the first Community Engagement Program rolled out of the newly formed Economic Development and Community Engagement Department. An Economic Development and Community Engagement Management Analyst will administer the registration and reservations process. The Management Analyst position is currently open for recruitment and the program launch is anticipated in the fourth quarter of this year. The Communications Officer will assist with program branding and regular promotion. The General Services Department facilities team will coordinate and execute deliveries and pickups.

The Community Block Party Trailer guidelines review eligibility requirements and the reservation process to schedule rental. This program supports all Citrus Heights Neighborhood Associations, and community organizations and groups. It is intended to facilitate and support neighborhood and group events, not private celebrations. Community groups will complete a program application and submit it to Community Engagement who will register the group in our database, confirm availability and create a reservation. Once the reservation is confirmed, the applicant will complete a Rental Agreement and Waiver form (drafted by the City Attorney and Risk Management) and provide proof of insurance. The community group can provide their own event insurance providing it meets minimum policy requirements, or they can utilize the event insurance offered through the City. The applicant will also be responsible for securing applicable permits depending on if the event is being held on public or private property. For example, a block party on a residential street requires a street closure permit. Community Engagement staff will assist applicants by providing information and liaison service for easy permit procurement.

This Program is consistent with the City Council Three-Year Goal: Enhance Community Vibrancy and Engagement, and the current adopted Six-Month Strategic Objective: Present to City Council for consideration, a proposal to purchase and outfit a Citrus Heights Block Party Trailer, available to community groups to rent stocked with essentials to host events.

### **Attachments**

- a. Community Block Party Trailer Program Guidelines

# **Citrus Heights Community Block Party Trailer Guidelines**

The City of Citrus Heights Community Engagement Program is thrilled to provide this Block Party Trailer as a resource to registered neighborhood groups and community organizations as they host neighborhood-wide community events. Please review the following guidelines before submitting your reservation application. Failure to abide by these guidelines may impact future use of this trailer by your group.

## **Eligibility:**

- Citrus Heights Neighborhood Association and groups, community organizations and other similar groups who are registered with Community Engagement
- Individual residents and businesses are NOT eligible to reserve the block party trailer
- Reservations must be for neighborhood and group events; private celebrations are not eligible

## **Reserving the Trailer:**

- Reservations are based on availability and on a first come first serve basis, however preference will be given to groups who are reserving for the first time.
- Reservations may be made no sooner than 6 months in advance to the event and no later than 2 weeks before the event.
- The reservation process begins once the application is submitted to Community Engagement.
- All required paperwork (application, applicable permits, and insurance information) must be received and approved no less than 30 days prior to the scheduled event date.

## **Process:**

- Complete Block Party Trailer Application and submit to Community Engagement
- After the application has been submitted, Community Engagement will register your organization if needed, confirm if the date is available and arrange a drop-off/pick-up time/location.
- Registered applicants are also responsible for completing a Rental Agreement and Program Waiver including proof of insurance information (The community group can utilize their own event insurance providing it meets minimum policy requirements, or they can utilize the event insurance offered through the City)
- Registered applicants are responsible for securing applicable permits. Proof that you have obtained applicable permits (may include but not limited to Street Closure Permit, Temporary Use Permit, etc.) are required before the trailer is delivered.
- Trailer deliveries and pick up may only occur during normal business hours Monday – Friday at a pre-approved location.
- Applicant over 21 must be present at the time of drop-off for orientation and pick-up for inspection.
- Applicant may NOT relocate or move the trailer at any time.
- A city employee will pick up the Block Party Trailer during an agreed upon time window on Monday morning following the neighborhood event.

- All items will be inventoried upon return and the organization is responsible for any damages or missing items.



# CITY OF CITRUS HEIGHTS

## CITY COUNCIL STAFF REPORT

### MEMORANDUM

**DATE:** August 25, 2022

**TO:** Mayor and City Council Members

**FROM:** Ashley Feeney, City Manager  
Ryan Jones, City Attorney

**SUBJECT:** **Approval of Memorandum of Understanding with the Life Foundation related to the Auburn Oaks Facility at 7501 Sunrise Boulevard**

#### **Summary and Recommendation**

The Low Income Family Enrichment Corporation (the Life Foundation), a California Public Benefit Corporation and 501C3, is under contract to purchase the Auburn Oaks assisted living facility located at 7501 Sunrise Boulevard. The Life Foundation and the City of Citrus Heights want to ensure that the Auburn Oaks facility is permanently dedicated to serving the low-income senior population in Citrus Heights and surrounding areas.

The City Council previously provided direction to the City Manager to negotiate a non-binding letter of intent with the Life Foundation concerning this Property. Council now looks to take the next step by giving staff direction to enter into a Memorandum of Understanding (MOU) with Life Foundation as it relates to this Property. Following the City Council's approval of an MOU with the Life Foundation, the City of Citrus Heights will take reasonable efforts to participate as a sponsor for the Community Care Expansion Program (CCE) grants, potentially enabling the Life Foundation to purchase the Auburn Oaks facility and permanently dedicating the facility to serving the low-income senior population.

Staff recommends the City Council adopt Resolution No. 2022-\_\_\_\_, a Resolution of the City Council of the City Of Citrus Heights, California, authorizing the City to enter into a Memorandum Of Understanding With The Life Foundation related to the Auburn Oaks Affordable Senior Housing Project Located At 7501 Sunrise Boulevard and approve the attached MOU with the Life Foundation.

#### **Fiscal Impact**

The City of Citrus Heights would bear no fiscal impact other than limited staff time associated with the preparation of the CCE grant application. The terms outlined in the MOU commit City

staff time for grant procurement, but does not commit any city funds for the purchase, operation, or management of the Project.

### **Background and Analysis**

On August 11<sup>th</sup>, City Council directed City Manager Feeney to execute a non-binding Letter of Intent with the Life Foundation. The MOU presented to Council will solidify the terms of the non-binding Letter of Intent. The MOU provides that the City of Citrus Heights will sponsor an application for a Community Care Expansion Program (CCEP) acquisition grant to permanently dedicate the Auburn Oaks Senior Apartments, located at 7501 Sunrise Blvd., as low-income senior housing.

The Colorado-based nonprofit, the Life Foundation, is currently in contract to buy the Auburn Oaks facility. This property has a history of serving as assisted living and lower-cost senior housing. The Life Foundation initially approached the City of Citrus Heights regarding grant collaboration to ensure the property remains in service to the local senior population. The MOU outlines the terms and conditions including, City staff would collaborate with Life Foundation to receive grant funding for low-income senior housing.

By establishing a deed-restriction dedicating the property to serve low-income senior housing, an expectation of maximum rent thresholds would be established. The Sacramento County Area Median Income for a four person household is \$102,200. The table below compares the qualifying low-income levels to that of Sacramento County Median Income for one and two person households given the units would be senior versus family style units. It is likely that the bulk of the unit mix will be in the “Low” and “Very Low” income thresholds.

<b>Number of Persons per Household:</b>	<b>1</b>	<b>2</b>	<b>Estimated Max Rent Rate including Utilities for 1 person/2 person household</b>
Area Median Income (AMI)	\$71,550	\$81,750	N/A
Low Income (≈ 80% of AMI)	\$56,750	\$64,850	\$1,418/\$1,621
Very Low Income (≈ 50% of AMI)	\$35,500	\$40,550	\$887/\$1,013
Extremely Low Income (≈ 30% of AMI)	\$21,300	\$24,350	\$532/\$608

The Life Foundation anticipates a \$17 million grant will be necessary for the acquisition of the facility. The Life Foundation has agreed to put up the equity needed to purchase the property. Following the acquisition of the facility, the Life Foundation would own and operate the Auburn Oaks senior housing project and perform ongoing grant administration.

As articulated in the MOU, this Project would bring a number of benefits to the Citrus Community. The Life Foundation would provide community health education programs for youth and families in Citrus Heights. As outlined in the MOU, the City of Citrus Heights would have approval rights over future changes in management companies operating the property.

**Subject: Approval of MOU with the Life Foundation**

**Date: August 25, 2022**

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Moreover, a priority for housing at the facility would be prioritized for Citrus Heights residents. Contingent upon income from the Property, City will direct the Life Foundation to distribute \$100,000 of net income from the Property to qualified 501C3's in the City of Citrus Heights for the benefit of the neediest people of Citrus Heights. In addition, after 20 years, the Property will be sold, and Life Foundation will take reasonable efforts to sell the project to a qualified non-profit housing provider and to maintain the project as an Affordable Senior Housing Project. In the alternative, 100% of the proceeds of the sale of the Property will be directed to be distributed to qualified 501C3 non-profits at such time as determined by the City Council.

The Life Foundation acquisition of the Auburn Oaks facility and the opportunity to permanently dedicate the site for low-income senior housing is contingent upon the CCEP grant approval.

**Attachment**

1. Proposed Memorandum of Understanding between the City of Citrus Heights and the Life Foundation
2. Resolution authorizing the City to enter into a Memorandum of Understanding with the Life Foundation

# **MEMORANDUM OF UNDERSTANDING REGARDING AFFORDABLE HOUSING FOR SENIORS AT 7501 SUNRISE BLVD., CITRUS HEIGHTS**

The parties to this Memorandum of Understanding Regarding Affordable Housing for Senior Citizens at 7501 Sunrise Blvd., Citrus Heights (the "Agreement") are the **City of Citrus Heights**, a municipal corporation duly organized and existing under the Constitution and laws of the State of California ("City"), and the **Low Income Family Enrichment Corporation**, a California Public Benefit Corporation and 501C3 (the "Life Foundation") (each a "Party" or collectively the "Parties".)

## **RECITALS**

- A.** Life Foundation is under contract to purchase the Auburn Oaks assisted living facility and associated parking located at 7501 Sunrise Boulevard, Citrus Heights, CA 95610 (the "Property").
- B.** The Property has a history of serving as a low cost housing option for senior citizens inclusive of options for assisted living which currently can be purchased by another entity and repurposed to free market housing. The Life Foundation and the City of Citrus Heights ("City") would both like to ensure that the Property is permanently dedicated to serving the low-income senior population in Citrus Heights and surrounding areas to prevent the elimination of a desperately needed resource for low-income senior who otherwise would be at risk of becoming homeless in the community.
- C.** The State of California has a variety of grants available to pay for part of the purchase price of these types of facilities (including, but not limited to the "Community Care Expansion Program" or the "CCE") and City has experience in acquiring grants from the State.
- D.** The Life Foundation was established to own and operate properties for the public benefit.
- E.** The purpose of this Agreement is to provide the basic understanding between the Parties with respect to the appropriate affordability restrictions on the Property and the joint pursuit of grant funds for the acquisition and improvement of the Property.

## **AGREEMENT**

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

- 1. Recitals Accurate.** The recitals set forth above are accurate and are made part of this Agreement for all purposes.



2. **Term.** This Agreement shall be effective as of the date the last of the Parties has executed the same. ("Effective Date"). This Agreement shall remain in full force and effect for 20 years subsequent to the Effective Date, unless a longer term is required by the grant funding source, in which case the Term shall be automatically extended to the length of time required by the Grant Funding Source. If grants funds are not acquired for this project, or Life Foundation fails to close escrow on the Property, this Agreement shall automatically terminate.
3. **City as Grant Sponsor.** Contingent on approval of this Agreement, City will take reasonable efforts to participate as a sponsor for CCE grants for the Life Foundation to purchase the Property. It is anticipated that a grant of approximately \$17 Million will be needed for the Property acquisition and improvements thereon. The Life Foundation will put up the equity needed to purchase the Property.
4. **Alternative Business Entity.** The Life Foundation will establish Citrus Heights Empowerment, LLC (or other name as available and appropriate) to own and operate the facility.
5. **Property Use Restriction.** Subject to the current lease with Goodwill and any extension options held by Goodwill, the Life Foundation will use the Property to serve the low-income senior population, as an income qualified, low-income senior housing facility, serving a mix of Low, Very-Low, and Extremely-Low income units, and to include the provision of wraparound services to assist tenants with special needs, such as those experiencing mental illness or substance abuse challenges.
6. **Existing Lease Provisions.** The Property is subject to a lease with Goodwill. Goodwill currently has two options to renew such lease. Subject to the terms of the lease, the City shall direct the mix of low-income units ("Low" Very Low" "Extremely Low") with the balance of units (if any), determined by Goodwill. (I'll confirm that an amendment to the lease that gives the City the right to do so with Goodwill)
7. **Priority Tenant Selection.** Life Foundation and City agree that the tenant selection process for the units in the project shall be prioritized to serve Citrus Heights residents to the greatest extent possible in a manner consistent with Fair Housing Laws.
8. **City Approval of Lease.** City shall review and have approval rights of any new lease(s) or amendments to existing leases for the Property. Upon expiration of the Goodwill lease (including extensions thereof), the City shall have the right to approve the new manager and the terms therefor.
9. **Facility Operators.** Upon expiration of the Goodwill lease, Citrus Heights Empowerment, LLC shall pursue qualified, experienced low-income facility operators and service providers which shall be subject to the review and reasonable approval of City.
10. **Donations to Local Non-Profit Organizations.** In December of each year after acquisition, subject to available income from the Property, City will direct the Life Foundation to distribute \$100,000 of net income from the Property to qualified 501C3's in the City of Citrus Heights

for the benefit of the neediest people of Citrus Heights. City will provide the Life Foundation with a list of grantees each December and the Life Foundation shall send the grants directly to the recipient 501C3's acknowledging the City's direction thereto.

**11. Subsidy for Local School Programs.**

- a. Subject to available income from the Property, the Life Foundation will also fund a program in the Citrus Heights school system to educate children on optimal eating habits to prevent diabetes and promote a healthy lifestyle. If possible, the Life Foundation will also provide subsidies for the neediest populations to receive fruits, vegetables and other healthy foods so they can afford to eat optimally.
- b. Subject to available income from the Property, the Life Foundation will also fund a program to train special education teachers each year to optimize the delivery of services to children with autism in Citrus Heights schools.

**12. Ownership and Operations.** The Life Foundation will be responsible for 100% of the costs of owning and operating the Property. The Property shall be operated in a safe, responsible and clean manner that is reasonably acceptable to City. City will not be responsible for any expenses associated with the Property.

**13. Property Tax Exemption.** The Life Foundation shall be responsible for taking reasonable efforts to acquire property tax exemption for the property in accordance with applicable laws to make additional funds available for the public benefit.

**14. Obligation for Monitoring and Reporting.** The Life Foundation or their designee, shall be responsible for all required monitoring and reporting consistent with the requirements of the CCE grant or any other regulatory requirements associated with the project. Reporting and monitoring requirements shall not be an obligation of City.

**15. Sale of Property; Distribution of Proceeds.** After 20 years, subject to the Term extension requirement set forth in section 2 above, the Property will be sold. Life Foundation will take all commercially reasonable efforts to sell the project to a qualified non-profit housing provider and to maintain the project as an Affordable Senior Housing Project. In the alternative, 100% of the proceeds of the sale of the Property will be directed to be distributed to qualified 501C3 non-profits at such time as determined by the City Council in 20 years. The only restriction will be that the funds are distributed to qualified 501C3's. The obligations set forth in the section shall survive termination or expiration of this Agreement.

**16. Disputes, Defaults, And Remedies**

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

b. Defaults.

- i. Notice and Time to Cure. The failure by any Party to perform any of its obligations set forth in this Agreement shall constitute a default. Except as required to protect against further damages, the non-defaulting Parties may not institute legal proceedings against the Party in default until the non-defaulting Parties have provided the defaulting Party notice of the default and the cure period has expired: The cure period for any default shall be thirty (30) days after the defaulting Party's receipt of written notice from the non-defaulting Parties that such obligation was not performed. In the case of a default which cannot be cured within the cure periods set forth in this section, the defaulting Party shall commence efforts to cure within such time periods, and shall diligently thereafter pursue to cure the default to completion within a reasonable period of time.
- ii. Cooperative Resolution. During the cure period set forth in paragraph 1, and prior to pursuing any remedies described in this Section, the Parties will attempt, in good faith, to find a mutually agreeable resolution through communicating with each other and attempting to resolve any substantive problems arising under this Agreement, including challenges arising from funding difficulties, and/or any difficulty with effectively implementing the responsibilities detailed in this Agreement. Communication and attempts to resolve such problems and difficulties prior to pursuing remedies under this Agreement include, but are not limited to, meeting together, amending this Agreement, and/or seeking the assistance of a jointly agreed upon mediator.
- iii. Remedies. Upon the occurrence of any default, and following written notice and expiration of the time to cure, the non-defaulting Parties may, at their option: declare this Agreement null and void with respect to the defaulting Party, in which case the defaulting party shall not be entitled to the benefits and privileges of this Agreement; or pursue damages or specific performance or other legal and equitable remedies the injured Party may have against the non-defaulting Party in accordance with applicable law. Nothing herein shall be construed as the non-defaulting Party's exclusive remedy for the remediation of default by a Party, and the non-defaulting Party reserves the right to pursue any and all available rights and remedies at law or in equity.

17. **Indemnification**. Except as expressly limited in this Section 17, Life Foundation shall indemnify, defend (with counsel reasonably acceptable to City), and hold harmless City and its legislative body, boards, commissions, officers, employees, and agents from all liabilities, claims, demands, and losses, including for personal injury, death, and property damage, costs and expenses, including attorney's and expert's fees (collectively, "Liabilities") that arise from the approval of this Agreement or the other Project Approval(s) except in the event and to the extent caused by City's gross negligence or willful misconduct.
18. **Damage or Condemnation**. Life Foundation shall promptly notify City of any casualty to the Property or any condemnation proceeding commenced during the Term of this Agreement. If any such damage or proceeding relates to or may result in the loss of any Material (as defined herein below) portion of the Property, Life Foundation shall take all commercially reasonable efforts to restore the Property to its prior condition and purpose. If such a

condemnation action is approved by a court of law, or in case of casualty, the restoration is not economically feasible, then based upon a showing of substantial evidence presented to the City Manager, the Life Foundation has the right to terminate this Agreement. As used herein, "Material" shall mean a casualty resulting in a loss in excess of \$250,000.00 or a condemnation proceeding with respect to any portion of the Property having a value in excess of \$250,000.00.

**19. Miscellaneous Provisions.**

- a. **Time of Essence.** Time is of the essence in this Agreement and every provision contained in this Agreement.
- b. **Construction.** The title and headings of the Sections in this Agreement are intended solely for reference and do not modify, explain, or construe any provision of this Agreement. All references to sections, and recitals shall, unless otherwise stated, refer to the Sections and Recitals of this Agreement. In construing this Agreement, the singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if all parties have prepared the agreement.
- c. **Integration.** This Agreement, all attached exhibits, and all related documents referred to in this Agreement, constitute the entire agreement between the parties. There are no oral or parol agreements which are not expressly set forth in this Agreement and the related documents being executed in connection with this Agreement. This Agreement may not be modified, amended, or otherwise changed except by a writing executed by the party to be charged.
- d. **Parties as Independent Contractors.** Each Party is, and at all times shall be deemed to be, an independent contractor of the other Parties. Nothing herein is intended or shall be construed as creating the relationship of employer and employee, joint venturer, or principal and agent, between any Party, or any Party's agents or employees. Each Party shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of the Program pursuant to this Agreement. Each Party, and its agents and employees, shall not be considered to be employees of any other Party.
- e. **Third Party Rights.** Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies.
- f. **Ongoing Cooperation for Required Actions of Life Foundation and City.** Life Foundation and City agree to cooperate in good faith and execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase of the Property and the ongoing use restriction to affordable housing for seniors herein contemplated by this Agreement.

- g. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be enforced to the fullest extent permitted by law.
- h. **Waivers.** No waiver or breach of any provision shall be deemed a waiver of any other provision. No extension of time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.
- i. **Authority.** All persons executing this Agreement on behalf of a party warrant that they have the authority to execute this Agreement on behalf of that party.
- j. **Notices.** Any notice called for by this Agreement, or otherwise relating to this Agreement, shall be sent by first class mail, postage prepaid, to the parties at the addresses specified below:
- If to City:                      City of Citrus Heights  
   Attention: City Manager  
   6360 Fountain Square Drive  
   Citrus Heights, CA 95621  
   Fax: (916) 725-5779  
   Phone: (916) 725-2448
- If to Life Foundation:        The Life Foundation  
   PO Box 1047  
   Aspen, CO 81612
- k. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The execution of this Agreement shall be deemed to have occurred, and this Agreement shall be enforceable and effective, only upon the complete execution of this Agreement by City and Life Foundation.
- l. **Governing Law.** This Agreement shall be governed by and construed in accordance with California law.

**The parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

CITY:

THE LOW-INCOME FAMILY  
ENRICHMENT CORPORATION, A  
CALIFORNIA PUBLIC BENEFIT

CORPORATION (THE “LIFE  
FOUNDATION”):

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

By: \_\_\_\_\_  
Name: Barnett Davis II, Esq.  
Executive Director

Attest:

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

Approved as to Form:

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

**RESOLUTION NO. 2022 - \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE CITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LIFE FOUNDATION RELATED TO THE AUBURN OAKS AFFORDABLE SENIOR HOUSING PROJECT LOCATED AT 7501 SUNRISE BOULEVARD**

**WHEREAS**, the City of Citrus Heights was approached by a representative from the Low Income Family Enrichment Corporation, a California Public Benefit Corporation and 501C3 (the “Life Foundation”) about being involved in an affordable housing project for seniors at the Auburn Oaks assisted living facility located at 7501 Sunrise Boulevard, Citrus Heights (“Property”);

**WHEREAS**, City staff has diligently researched this opportunity and determined that pursuing this opportunity is in the best interest of the citizens on Citrus Heights, in particularly the City’s low income senior community;

**WHEREAS**, the subject Property has a history of serving as a low cost housing option for senior citizens inclusive of options for assisted living;

**WHEREAS**, with this Property recently being on the market to sell, the Life Foundation made an offer to purchase the Property and is currently under contract to purchase the Property;

**WHEREAS**, the Life Foundation and the City would both like to ensure that the Property is permanently dedicated to serving the low-income senior population in Citrus Heights and surrounding areas to prevent the elimination of a desperately needed resource for low-income senior who otherwise would be at risk of becoming homeless in the community;

**WHEREAS**, the State of California has a variety of grants available to pay for part of the purchase price of these types of facilities (including, but not limited to the "Community Care Expansion Program" or the "CCE") and Citrus Heights has experience in acquiring grants from the State;

**WHEREAS**, in association with Life Foundation, the City will sponsor an acquisition grant application through the CCE program with the goal of permanently dedicating the Auburn Oaks property to serve as low-income senior housing;

**WHEREAS**, the City Council gave direction to the City Manager at the August 11, 2022, Council meeting to execute a non-binding Letter of Intent with Life Foundation related to the Property;

**WHEREAS**, the City will take the next step and enter into a Memorandum of Understanding (“MOU”) with Life Foundation with the goal of ensuring the Property remains in service to the local senior population; and

**WHEREAS**, the terms in MOU outline the relationship between the City and Life Foundation, and the City’s responsibilities as to this Property. In sum, the MOU provides that City staff would work with Life Foundation to apply for grant funding for senior housing, wherein the City would be the sponsoring entity for the CCE grant. Life Foundation would own and operate the senior housing project. The Life Foundation would also provide community health education programs for youth and families. City would also have approval rights over future changes in management companies that would operate the property. The MOU outlines the terms of project collaboration which commits staff time for grant procurement, but does not allocate any city funds, and Life Foundation will be responsible for performing the ongoing grant administration.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that the City Council of the City of Citrus Heights does hereby declare, find, determine and order as follows:

- A) The Recitals set forth above are true and correct and incorporated herein by this reference.
- B) The City Council supports the concept of an affordable senior housing facility at 7501 Sunrise Boulevard, known as Auburn Oaks, as described above.
- C) The City Council gives direction to staff for the City to enter into the MOU attached hereto as Exhibit A with Life Foundation.
- D) The City Council gives authority to City staff to apply for a CCE grant affiliated with this Property with the City serving as the Sponsoring Entity.
- E) The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.
- F) This resolution shall take effect on immediately.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights, California, this 25<sup>th</sup> day of August 2022, by the following vote, to wit:

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

\_\_\_\_\_  
**Porsche Middleton, Mayor**

**ATTEST:**

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

**Exhibit A: Memorandum of Understanding between Life Foundation and City of Citrus Heights**



