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

5/23/19 Agenda Packet

Documents:

5-23-19 AGENDA PACKET.PDF

CALL SPECIAL MEETING TO ORDER
1. Roll Call: Council Members: Daniels, Middleton, Miller, Slowey, Bruins

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

STUDY SESSION
2. Fiscal Year 2019/2020 Annual Budget Workshop Study Session - Individual Departments

ADJOURNMENT

CALL REGULAR MEETING TO ORDER
1. Flag Salute

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

3. Video Statement

APPROVAL OF AGENDA

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

5. Presentation By Greater Sacramento Economic Council

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES
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CONSENT CALENDAR
It is recommended that all consent items be acted on simultaneously unless separate discussion and/or action is requested by a Council Member.

6. SUBJECT: Approval Of Minutes
RECOMMENDATION: Approve the Minutes of Regular Meeting of Thursday, May 9, 2019

7. SUBJECT: Placer County Animal Services Animal Shelter Services Contract
STAFF REPORT: R. Lawrence / C. Morris
RECOMMENDATION: Adopt Resolution No. 2019-____; A Resolution of the City Council of the City of Citrus Heights, California, Authorizing the City Manager to Execute a Contract with Placer County Animal Services for Animal Shelter Services

PUBLIC HEARINGS

8. SUBJECT: Public Hearing #3 Regarding The Composition Of The City’s Voting Districts Pursuant To Elections Code Section § 10010 (A)(1) California Voting Rights Act
STAFF REPORT: C. Boyd / K. Cooley
RECOMMENDATION: Staff Recommends the Council Hold the Third of Five Public Hearings to Receive Input on the Composition of Voting Districts, Select Two to Four “Focus” Maps, Request any Desired Map Revisions, and any Additional Information Needed for the Public Hearing Scheduled for June 13, 2019

9. SUBJECT: 7500 Auburn Boulevard – 76 Station Request For Letter Of Public Convenience And Necessity (PCN19-01)
STAFF REPORT: R. Sherman / C. McDuffee / A. Bermudez
RECOMMENDATION: Staff Recommends the City Council Move to Approve the Letter of Public Convenience and Necessity that will Allow the Issuance of a Type 20 License for the Sale of Beer and Wine at a Convenience Store Located at 7500 Auburn Boulevard

REGULAR CALENDAR

10. SUBJECT: Approval Of Sunrise MarketPlace Property-Based Improvement District 2018 Annual Report
STAFF REPORT: M. Huber
RECOMMENDATION: Adopt Resolution No. 2019-____; A Resolution of the City Council of the City of Citrus Heights, California, Approving the Sunrise Marketplace 2018 Annual Report

11. SUBJECT: Purchase Of Former Sylvan Middle School Property
STAFF REPORT: R. Sherman / C. McDuffee
RECOMMENDATION: Adopt Resolution No. 2019-____; Resolution of the City Council of the City of Citrus Heights Authorizing the City Manager to Execute an Agreement with the San Juan Unified School District for the Purchase of a Portion of the Former Sylvan Middle School Property and all Other Documents in Accordance with the Purchase and Sale Agreement, the Utilization of $3.47 Million from the Revolving Line of Credit for the Payment of the Purchase Price and Ancillary Expenses,
Appropriating the Revolving Line of Credit Proceeds in the Fiscal Year 2019/2020 Budget; and the City Manager to take Such Other Actions as May be Reasonably Necessary to Carry out the Intent of the City Council on this Matter

12. SUBJECT: An Urgency Ordinance Of The City Council Of The City Of Citrus Heights Establishing A Temporary Moratorium On New Development Within The Sunrise Mall Property
   STAFF REPORT: R. Sherman / C. McDuffee / M. Huber / C. Kempenaar
   RECOMMENDATION: Adopt Ordinance No. 2019-___; An Urgency Ordinance of the City Council of the City of Citrus Heights Establishing a Temporary Moratorium on Development, Land use Entitlement, Subdivisions, and Building Permits Within the Sunrise Mall Property, to Become Effective Immediately

DEPARTMENT REPORTS

13. SUBJECT: AB 626 - Micro Enterprise Home Kitchen Operations
   DEPARTMENT: Community Economic and Development Department

CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS / FUTURE AGENDA ITEMS

ADJOURNMENT
CITY OF CITRUS HEIGHTS
CITY COUNCIL
Special/Regular Meeting of Thursday, May 23, 2019
City Hall Council Chambers
6360 Fountain Square Dr., Citrus Heights, CA
Special Meeting 6:00 p.m.
Regular Meeting 7:00 p.m.

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

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

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

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

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

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

May 17, 2019

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

SPECIAL MEETING
6:00 PM

CALL SPECIAL MEETING TO ORDER

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

PUBLIC COMMENT

STUDY SESSION

2. Fiscal Year 2019/2020 Annual Budget Workshop Study Session - Individual Departments

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7:00 PM

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**DEPARTMENT:** Community Development Department

CITY MANAGER ITEMS

ITEMS REQUESTED BY COUNCIL MEMBERS/ FUTURE AGENDA ITEMS

ADJOURNMENT
CALL REGULAR MEETING TO ORDER

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

1. The Flag Salute was led by Council Member Miller.

2. Roll Call: Council Members present: Daniels, Middleton, Miller, Bruins
   Council Members absent: Slowey
   Staff present: Boyd, Nossardi, Tillery, Ziegler and department directors.

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

APPROVAL OF AGENDA

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

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

PRESENTATIONS

4. Proclamation of the City of Citrus Heights Proclaiming May 19 – 25, 2019 as National Public Works Week

   Mayor Bruins read and presented a proclamation to General Services Department staff. She thanked them for their hard work and dedication to the health, safety, welfare, and quality of life of the Citrus Heights residents.

5. Presentation on SacRT Forward New Transit Network

   Director of Planning James Boyle and Director of Marketing Jessica Gonzalez with Sacramento Regional Transit highlighted the SacRT Forward bus network redesign efforts. The new network will consist of 27 regular routes, 15 peak hour only routes, increased schedules, and weekend service. The network will launch on September 8.

COMMENTS BY COUNCIL MEMBERS AND REGIONAL BOARD UPDATES

Council Member Middleton attended the Sacramento Transportation Authority Board meeting and participated as a judge at the Citrus Heights Chamber of Commerce Leadership class. She and other city representatives attended the Capitol-to-Capitol Program in Washington, D.C.
Council Member Miller attended the grand opening for Big Lots and the Annual Public Safety & Community Appreciation Luncheon. He also attended the Finance Committee meeting and provided an update from the Sacramento Area Council of Governments Board meeting.

Council Member Daniels congratulated the San Juan High School Varsity Baseball players for making the playoffs. He announced the Police Officer Memorial Day will be held on May 15.

Mayor Bruins and other city representatives met with the Sunrise Mall owners. She announced the upcoming Rotary event ‘Brews in the Burbs’ to be held on June 8. She also highlighted the Citrus Heights Marching Band Yard Sale.

**PUBLIC COMMENT**

David Warren encouraged the council to recognize and acknowledge the Muslim Holiday Ramadan.

Cecil Dyer provided details on an incident that occurred at his home in which he contacted the Citrus Heights Police Department. He did not agree with the way the situation was handled by the Police Department.

Gloria Dyer expressed frustration with an incident that occurred at her son’s home. She did not agree with the way the situation was handled by the Citrus Heights Police Department.

**CONSENT CALENDAR**

6. **SUBJECT:** Approval of Minutes  
**RECOMMENDATION:** Approve the Minutes of the Special/Regular Meeting of Thursday, March 14, 2019

**ACTION:** On a motion by Council Member Daniels, seconded by Council Member Miller, the City Council adopted Consent Calendar Item 6.

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

**PUBLIC HEARING**

None

**REGULAR CALENDAR**

7. **SUBJECT:** Accept Audit Services Proposal  
**STAFF REPORT:** R. Rivera  
**RECOMMENDATION:** Adopt Resolution No.2019-041; A Resolution of the City Council of the City of Citrus Heights Authorizing the City Manager to Execute a Contract with Lance, Soll and Lunghad, LLP for Audit Services

Finance Manager Nossardini informed that the city undergoes a complete audit of its financial transactions and activities by an outside independent audit firm each year. The city released a
request for proposals for auditing services and received five proposals. The multi-year contract will be approximately $40,765 for the first year and conclude just over $44,000 for year five. Staff evaluated the proposals in accordance with the evaluation criteria, which included responsiveness, technical experience, qualifications of staff, and other considerations. Staff recommended entering into an agreement with Lance, Soll, and Lunghad, LLP for auditing services.

**ACTION:** On a motion by Council Member Daniels, seconded by Council Member Miller, the City Council adopted Resolution No.2019-041; A Resolution of the City Council of the City of Citrus Heights Authorizing the City Manager to execute a contract with Lance, Soll and Lunghad, LLP for audit services.

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

**DEPARTMENT REPORTS**

None

**CITY MANAGER ITEMS**

None

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

Council Member Daniels thanked Cecil and Gloria Dyer for speaking to the City Council about their frustration and concerns.

**ADJOURNMENT**

Mayor Bruins adjourned the regular meeting at 8:11 p.m.

Respectfully submitted.

______________________________
Amy Van, City Clerk
DATE: May 23, 2019

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

FROM: Ronald A. Lawrence, Chief of Police
Chad Morris, Lieutenant

SUBJECT: Placer County Animal Services Animal Shelter Services Contract

Summary and Recommendation

The city currently contracts with Placer County Animal Services for its animal sheltering services. The city entered into the existing contract on a temporary basis in November 2018. The current temporary contract period will expire on June 30, 2019. Staff worked with Placer County Animal Services to develop a two-year contract for animal sheltering services and on-call services for exigent circumstances that will best serve the city’s needs and provide stable anticipated expenditures for animal sheltering.

Staff recommends the City Council adopt Resolution No. 2019-___ A Resolution of the City Council of the City of Citrus Heights, California, authorizing the City Manager to execute a contract with Placer County Animal Services for Animal Shelter Services.

Fiscal Impact

The total proposed two-year contract with Placer County Animal Services is for an amount not to exceed $401,379; approximately $197,724 for fiscal year 2019-20 and $203,655 for fiscal year 2020-21. These amounts are reflected in the police department’s general fund animal services budget request.

Background and Analysis

The City of Citrus Heights entered into a three-year contract with the Sacramento Society for the Prevention of Cruelty to Animals (SSPCA), beginning FY 2017-18. In April 2018, the SSPCA notified the city they would be terminating the contract effective October 31, 2018. Staff attempted to work with the SSPCA to maintain sheltering services with this organization; however, ultimately both parties agreed to terminate the contract.
Staff began to research other animal sheltering options with Placer County SPCA and Placer County Animal Services. After researching both options, staff determined Placer County Animal Services was the best fit based on the city’s needs. The city entered into a temporary contract with Placer County Animal Services that allowed for continued animal services for the city through June 30, 2019. During this time, Placer County Animal Services has been able to provide the needed services to continue the same level of customer service the community has come to expect and is able to provide these services at a stabilized cost. The contract amount is a flat fee structure with no additional charges for impoundments, quarantines, humane investigations, boarding, or veterinary care. Placer County Animal Services also has the capability of providing the city with 24-hour on-call services.

Placer County Animal Services shelter is a new facility, which began operation in October 2016. It is a state of the art facility focused on animal welfare. They strive to improve the lives of animals in their care through community outreach and education; providing veterinary treatment and preventative care; reuniting lost pets with their families; and ensuring positive outcomes through adoption, rescue, or foster programs. They currently have a 92 percent live release rate and reunite 34 percent of dogs with their families and 15 percent of cats with their families. These numbers are exceptional in the animal sheltering industry.

In addition to the aforementioned qualities, Placer County Animal Services also conducts behavioral training and has a robust feral cat program, which has proven effective in advancing the city’s currently successful feral cat population reduction strategies.

Placer County Animal Services is located at 11232 B Avenue in Auburn; approximately 27 miles (32 minutes) from Citrus Heights. Although there are other area shelters that are geographically closer than Placer County Animal Services, the drive time is the same due to travel being mostly on the freeway. During the current contract period, the proximity of the shelter has posed no issues and the quality service has been well received by the community.

Staff will ensure residents continue to have local access to shelter-related services such as spay and neuter clinics and vaccination clinics. In addition, Citrus Heights Animal Services will continue to divert as many animals as possible from going to the shelter by quickly reuniting animals with owners, utilizing local satellite shelters, and utilizing local foster programs.

**Attachments**

1. Resolution 2019 – Placer County Animal Services Sheltering Contract Resolution
2. Placer County Department of Health and Human Services Contract
RESOLUTION NO. 2019- ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH PLACER COUNTY ANIMAL SERVICES FOR ANIMAL SHELTER SERVICES

WHEREAS, the city currently contracts with the Placer County Animal Services for animal sheltering services;

WHEREAS, the city wishes to continue services by entering into a two-year contract agreement with Placer County Animal Services that would be effective on July 1, 2019 and end on June 30, 2021;

WHEREAS, Placer County Animal Services wishes to enter into an agreement for animal shelter services that meets all of the needs of our Animal Services Unit and the community;

WHEREAS, the contract amount shall not exceed $401,379;

WHEREAS, the contract with Placer County Animal Services will provide all animal sheltering needs at a fixed cost with no additional fees; and

WHEREAS, the City will have access to 24-hour on-call animal services for exigent circumstances through Placer County Animal Services.

NOW THEREFORE BE IT RESOLVED AND ORDERED by the City Council of the City of Citrus Heights that the City Manager, or his designee, is hereby authorized to execute a contract with Placer County Animal Services for the provision of animal sheltering and 24-hour on-call animal services for exigent circumstances, and that a copy of the Agreement is available and on file in the City Clerk’s office and is incorporated herein by reference and made a part of this Resolution.

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

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 23rd day of May 2019 by the following vote, to wit:

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

_____________________________________

Jeannie Bruins, Mayor

ATTEST:

_____________________________________

Amy Van, City Clerk

Agenda Packet Page 10
CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES

DESCRIPTION: Animal Control and Care Services

CONTRACT NO. CN001208

BEGINS: July 1, 2019
ENDS: June 30, 2021

ADMINISTERING AGENCY: Health and Human Services, Animal Services Division

This is an Agreement made and operative as of the 1st day of July, 2019, between the COUNTY OF PLACER, through its Health and Human Services Department, hereinafter referred to as “COUNTY”, and the City of Citrus Heights, hereinafter referred to as “CITY”, both parties being political subdivisions of the State of California.

WHEREAS, both COUNTY and CITY have the authority to regulate and control animals, and to provide care to stray and unwanted animals, and in conjunction therewith, to impound, take in and care for animals in accordance with the law, and

WHEREAS, both COUNTY and CITY have the authority to remove dead stray domestic and wild animals from public property and streets, and

WHEREAS, CITY may not have adequate resources to provide field and enforcement services related to domestic animals within the CITY, or facilities for the care and custody of stray impounded and unwanted animals, and for the adoption of homeless animals, and

WHEREAS, CITY desires that COUNTY house, care for, and offer animals for adoption at the Placer County Animal Services Center, operated by COUNTY and located at 11232 B Avenue, Auburn, CA 95603, and

WHEREAS, Government Code Section 51301 allows cities and towns to enter into contracts with counties for the performance of city and town functions, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

Therefore, in consideration of the mutual covenants and agreements of this Agreement, it is understood and agreed by and between the parties as follows:

1. **SERVICES:** COUNTY agrees to provide CITY with animal care and adoption services, as set forth in Exhibit A titled Scope of Services, attached hereto and incorporated herein by this reference.

2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to CITY or provide additional payment to COUNTY except as expressly set forth in this or the amended Agreement.

3. **PAYMENT:** CITY shall pay to COUNTY for all Animal Care and Adoption Services rendered pursuant to this Agreement at the rates set forth in Exhibit B, titled Payment Provisions. The total amount of this contract and payments made under this Agreement shall not exceed Four Hundred One Thousand Three Hundred Seventy-Nine Dollars ($401,379). The rates shall be inclusive of all COUNTY costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. COUNTY shall charge for travel according to the Federal General Services Administration (GSA) guidelines.
4. **INVOICES:**

4.1. COUNTY will provide invoices to CITY on a quarterly basis. CITY will review, approve, and pay all valid invoices within 30 days of receipt.

4.2. Invoices for payment will be submitted to the following address, will be on COUNTY letterhead and will include the contract number, the remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense attached to the invoice:

   City of Citrus Heights  
   Attn: Management Analyst Cassandra Burnett  
   6315 Fountain Square Drive  
   Citrus Heights, CA 95621  
   Email: cburnett@citrusheights.net

5. **EXHIBITS:** All exhibits referred to in this Agreement, and/or identified in the list of exhibits following the signature page, and/or otherwise attached to the Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities:

   Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements. Responsibilities and services of COUNTY identified in more than one location will be construed such that the provisions mandating the greater obligations shall control.

6. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2019 through June 30, 2021. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.

7. **TERMINATION:** Either party shall have the right to terminate this Agreement without cause; any such termination will be effective thirty (30) calendar days after written notice. CITY shall pay for services on a prorated basis to the date of cancellation, and COUNTY shall refund any payments received in excess of this prorated amount.

8. **RECORDS:** COUNTY shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to CITY, and CITY shall have the right to inspect and copy such records at any reasonable time.

9. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, COUNTY, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between CITY and COUNTY. COUNTY agrees neither it nor its agents and employees have any rights, entitlement or claim against CITY for any type of employment benefits or workers’ compensation or other programs afforded to CITY employees. COUNTY will be responsible for all applicable State and Federal income, payroll and taxes and agrees to provide any workers’ compensation coverage as required by California State laws.

10. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See Exhibit C for insurance requirements for this Agreement. The COUNTY’S insurance requirements are a material provision to this Agreement.

11. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.
12. **ASSIGNMENT**: CITY will not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of COUNTY. The terms of this Agreement shall also apply to any subcontractor(s) of CITY.

13. **NON-EXCLUSIVITY**: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with COUNTY. This Agreement shall not restrict CITY from acquiring similar, equal or like goods and/or services from other entities or sources. COUNTY shall only provide those services as requested by CITY and CITY may cancel any service request.

14. **TIME OF PERFORMANCE**: COUNTY agrees to complete all work and services in a timely fashion.

15. **ENTIRETY OF AGREEMENT**: This Agreement contains the entire agreement of CITY and COUNTY with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.

16. **GOVERNING LAW AND VENUE**: The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California.

17. **CONTRACTOR NOT AGENT**: Except as COUNTY may specify in writing CITY will have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CITY will have no authority, express or implied pursuant to this Agreement to Bind COUNTY to any obligation whatsoever.

//Signatures on following page
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

CITY OF CITRUS HEIGHTS ("CITY")

____________________________________
Signature

____________________________________
Print Name, Title

Date: ________________________________

COUNTY OF PLACER ("COUNTY")

____________________________________
Jeffrey S. Brown, Director,
Department of Health & Human Services

____________________________________
Date: ________________________________

Approved as to Form
Office of City Attorney

____________________________________
Approved as to Form
Office of Placer County Counsel

____________________________________
Date: ________________________________

EXHIBITS:

Exhibit A – Scope of Services
Exhibit B – Payment Provisions
Exhibit C – Insurance and Indemnification Requirements
1. DESCRIPTION OF SERVICES:

1.1. Small and large animals seized or picked-up by CITY within CITY’S jurisdiction shall be taken to the COUNTY Animal Services Center operated and maintained by COUNTY at 11232 B Avenue, Auburn, CA 95603. COUNTY Animal Services Center shall also accept animals presented by owners or others residing within the jurisdiction of the CITY.

1.2. COUNTY will keep, maintain, and care for stray and owner surrendered animals at the COUNTY Animal Services Center until redeemed by owner or person entitled to custody, adopted, or euthanized as governed by California Food and Agriculture Code Sections 17005, 17006, 31108, 31752, 31752.5, 31753, and 31754. Animals impounded with a license tag, identification tag or a microchip shall become available for adoption or euthanasia after a period of ten (10) working days. Animals impounded without a license tag, identification tag or a microchip shall become available for adoption or euthanasia after the required impound period as mandated by California Food and Agriculture Code Sections 31108, 31752, 31752.5, 31753, and 31754.

Adoption and euthanasia procedures shall be performed in accordance with California Food and Agriculture Code Sections 17005, 17006, 30503, 31107, 31108, 31108.5, 31751.3, 31752, 31752.5, 31753, 31754 and 32003; California Penal Code Sections 597, 597.1 and 599d; California Code of Regulations Title 16, Section 2039 and Title 17, Section 2606; California Civil Code Section 1834.4 and California Business and Professions Code Section 4827.

1.3. COUNTY agrees to provide quarantine facilities to CITY and to provide quarantine kennels or kennels for extraordinary circumstances to CITY as a part of this Agreement.

1.4. COUNTY agrees to accept from the CITY animals for rabies observation and quarantine. Such animals delivered for rabies observation shall be isolated for a period of not less than ten (10) days or, in the case of wild, stray, or owner surrendered animal, three (3) days, if the CITY, in its sole discretion, decides to euthanize the animal and send it to the Sacramento County Public Health Services for rabies testing. The COUNTY shall be responsible for humane euthanasia, and storage. The CITY will be responsible for processing, transport, and delivery for testing of animal carcasses for suspected rabies animals.

1.5. COUNTY agrees to allow the CITY to bring dead animal carcasses to the COUNTY for storage and rendering services.

1.6. COUNTY agrees to provide CITY with accurate bi-monthly impound reports regarding the disposition of CITY and COUNTY animals. The reports will include date of delivery to the shelter, source of delivery (name, and any collected contact information of Animal Control Officer, resident, or owner surrender), type of animal, assigned identification number, duration of stay at the COUNTY for each animal delivered by the CITY, reason for impoundment if not a stray, and total number of animals delivered to the shelter for the previous month.

1.7. COUNTY agrees to provide the CITY with access to the COUNTY’s software program, Chameleon.

1.8. COUNTY shall perform all functions in accordance with applicable California Penal Code, Health and Safety Code, Food and Agriculture Code, Code of Regulations, Business and Professions Code and Placer County Code requirements, as periodically updated and amended, and in accordance with published California State policy statements regarding standards for animal control and care services. When COUNTY is providing field services to CITY, CITY codes that are in conformance with COUNTY Codes will be enforced by COUNTY in accordance with Chapter 6 of the Placer County Code. CITY codes not in conformity with COUNTY codes shall be enforced by CITY unless authority is delegated to COUNTY through CITY ordinance. CITY herein designates the COUNTY and the COUNTY herein agrees to serve as the enforcing agency on behalf of the CITY for purposes set forth in this contract.
1.9. CITY animals with treatable injuries or illness will receive proper veterinary medical treatment as mandated by California Penal Code Section 597 and California Civil Code 1834.

1.10. CITY Manager, or authorized designee, may request COUNTY to provide field services, animal control emergency services or other relief services that CITY may desire at an additional cost. The costs relating to these services shall be charged at the rate as described in Exhibit B, Payment Provisions, under the heading “Field Services”. If requested, COUNTY may provide field services to CITY as indicated below:

- Field services shall include, but are not limited to, responding to residents’ complaints relating to domestic animals and livestock; law enforcement relating to dog licensing requirements and humane investigations; impounding strays; animal rescues; dead animal pickup and disposal; rabies control; and assisting other law enforcement and other governmental agencies as required.

- Field services may be provided on a 24-hour per day basis.

1.11. COUNTY shall furnish and supply all necessary labor, supervision, equipment, dispatching services, facilities, and supplies necessary to maintain the level of services to be rendered hereunder.
PAYMENT PROVISIONS

Per Government Code Section 51350, a county that provides services to a city or town pursuant to contract shall charge the city or town all those costs that are incurred in providing the services so contracted or authorized.

The total amount of this contract shall not exceed Four Hundred One Thousand Three Hundred Seventy-Nine Dollars ($401,379). This amount is meant to be a maximum and COUNTY will bill based on actual services. This amount allows for flexibility to include the annual California Department of Industrial Relations Consumer Price Index (CPI) increases up to 3%. Changes to this maximum contract amount due to an increase in pro rata share shall be memorialized in a subsequent amendment.

For services provided in accordance with Exhibit A, Scope of Services, CITY shall pay COUNTY the rates indicated below:

1. Charges for Animal Services
   The charges for all services set for in Exhibit A, Scope of Services, shall be based on the CITY’s pro-rata share of Animal Services Fiscal Year 2019-2020 budgeted operating cost. For Fiscal Year 2019-2020, charges are set at **Forty-Nine Thousand Four Hundred Thirty Dollars and Eighty-Eight Cents ($49,430.88) per calendar quarter**. For Fiscal Year 2020-2021, charges will be set at **Fifty Thousand Nine Hundred Thirteen Dollars and Eighty-One Cents ($50,913.81) per calendar quarter**.

2. Charges for Field Services
   Charges for services provided in accordance with Section 1.8 of Exhibit A shall be billed separately as detailed below.
   2.1. For any field services performed Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. the current hourly field service rate shall be charged, as set forth in COUNTY Code Section 2.116.110.
   2.2. For any emergency field services performed Monday through Friday between the hours of 4:00 p.m. and 8:00 a.m., Saturdays, Sundays, or official COUNTY holidays the current hourly after-hours rate shall be charged, as set forth in COUNTY Code Section 2.116.110.
   2.3. Field services shall include one animal control officer, one animal control vehicle and, if needed, one stock or horse trailer. If additional officers or equipment are required, appropriate fees shall be applied as set forth in COUNTY Code Section 2.116.110.
   2.4. Rates set forth in this section are subject to annual adjustment by the COUNTY Board of Supervisors. COUNTY shall notify CITY in writing of any such adjustment prior to applying the adjusted rates to services performed for CITY.
PLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS

CITY shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best’s Rating of no less than A-:VII evidencing all coverages, limits, and endorsements listed below:

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

   COUNTY agrees to indemnify and hold harmless CITY and CITY’S employees or agents from and against any damages including costs and attorney’s fees arising out of negligent or intentional acts or omissions of COUNTY, its employees or agents.

   CITY agrees to indemnify and hold harmless COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney’s fees arising out of negligent or intentional acts or omissions of CITY, its employees or agents.

   This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of COUNTY’S services, as well as during the progress of rendering such services. Acceptance of insurance required by this Agreement does not relieve COUNTY from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by COUNTY’S operations regardless if any insurance is applicable or not.

2. INSURANCE:

   It is agreed that CITY and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than one million dollars ($1,000,000) to cover all of its operations, specifically, but not limited to, not less than one million dollars ($1,000,000) general liability, one million dollars ($1,000,000) automobile liability, and one million dollars ($1,000,000) workers’ compensation.

   Each party hereby grants to the other a waiver of any right to subrogation which any insurer of said party may acquire against the other by virtue of the payment of any loss under such insurance. Each party agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the parties have received a waiver of subrogation endorsement from their respective insurers.
DATE: May 23, 2019

TO: Mayor and City Council Members

FROM: Christopher W. Boyd, City Manager
       Katherine Cooley, Assistant to the City Manager

SUBJECT: Public Hearing #3 Regarding the Composition of the City’s Voting
          Districts Pursuant to Elections Code Section § 10010 (a)(1)
          California Voting Rights Act

Summary and Recommendation

On January 10, 2019, the City Council adopted a resolution of intention to transition from at-large to district-based elections. Pursuant to California Elections Code §10010, this is the first of two public hearings to receive community input on draft district map boundary alternatives drawn by members of the community and the city’s demographer.

Staff recommends the Council hold the third of five public hearings to receive input on the composition of voting districts, select two to four “focus” maps, request any desired map revisions, and any additional information needed for the public hearing scheduled for June 13, 2019.

Fiscal Impact

There is no fiscal impact associated with this public hearing.

The total fiscal impact of the districting process is estimated to be approximately $90,000. This includes the increased, recurring cost of approximately $6,000 from the County Registrar of Voters for conducting a district-based, as opposed to at-large, election and a one-time payment to Shenkman & Hughes capped at a not-to-exceed $30,000 and one-time costs for a demographer to assist with drawing boundaries for the voting districts, estimated at $34,000. There will also be time spent by City staff and the City Attorney on this matter estimated at $20,000.

Background and Analysis

In order to conform with the California Voting Rights Act of 2001 (CVRA) the city will transition to district based elections within a 180 day timeframe in preparation for the 2020
General Election. Pursuant to Elections Code § 10010, the city has held two required public hearings over a period of no more than 30 days before any map or maps of the boundaries for the proposed voting districts were drawn. At the public hearings, the community was invited to provide input regarding the composition of the districts. At this hearing, the City Council will identify two to four “focus” maps, and present the draft map or maps for public comment and review in subsequent public hearings.

The City Council will then provide further direction to finalize the map, which will be presented to the City Council for a final vote. The City Council is the final decision-making body on adopting districting boundaries. To ensure a cap of $30,000 on the limitation of the city’s reimbursement to prospective plaintiffs challenging the city’s compliance with § 10010 of the Election Code (known as the “limited safe harbor” provision), adoption of the ordinance must occur within a 180 day timeframe.

**Districting Timeline**

The city has scheduled the required public hearings as follows:

<table>
<thead>
<tr>
<th>Hearing</th>
<th>Date</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>February 28, 2019</td>
<td>Completed.</td>
</tr>
<tr>
<td>2</td>
<td>March 14, 2019</td>
<td>Completed</td>
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<tr>
<td>3</td>
<td>May 23, 2019</td>
<td>Take public testimony on the draft district boundary maps provided by the demographer.</td>
</tr>
<tr>
<td>4</td>
<td>June 13, 2019</td>
<td>Review the maps, and any new maps or revisions, take public testimony and introduce the first reading of a district elections ordinance.</td>
</tr>
<tr>
<td>5</td>
<td>June 27, 2019</td>
<td>Hold the second reading of a district elections ordinance.</td>
</tr>
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**Criteria for Creating District Maps**

Cities must comply with the following legally required criteria under federal law:

1. Each district must have equal populations or “shall be as nearly equal in population as may be,” which is known as the one person, one vote rule. (Elections Code § 21601; Gov. Code § 34884(a)(1); Equal Protection Clause of the U.S. Constitution.)


3. The districting plan must comply with the Federal Voting Rights Act (“FVRA”), which prohibits districts from diluting minority voting rights and encourages a majority-minority district if the minority group is sufficiently large and such a district can be
drawn without race being the predominant factor. *(Bartlett v. Strickland* (2009) 556 U.S. 1.)

Additionally, cities may, but are not required to, give consideration to the following factors: (a) topography, (b) geography, (c) cohesiveness, contiguity, integrity, and compactness of territory, and (d) community of interests of the council districts. (Elections Code § 21601; Government Code § 34884(a)(1).) When defining districts, other communities have considered natural and artificial physical/visual boundaries such as major roads/corridors, freeways, creeks, railroad lines, political subdivisions, or other barriers. Community of interests may include school district boundaries, neighborhood boundaries, established homeowner associations (“HOAs”), retail/commercial districts, voting precincts, and public transit stops. Cities may also plan for future growth based on anticipated housing developments.

**Public Outreach**

To increase public awareness of the transition to district elections, the city is using a variety of public communication channels to engage members of the community. The city’s website is populated with “public participation kits,” and general districting information. Members of the public can either submit draft maps by drawing on a paper map, or use the excel kit that automatically calculates district population numbers based on entries into the electronic worksheet. City staff will be available for assistance and questions throughout the process.

**Maps Submitted**

As of the May 13, 2019 deadline to submit maps, a total of six maps were submitted by members of the public, and three draft maps were prepared by the city’s consultant for a total of nine maps for Council consideration. These maps, along with demographic information, are included in Attachment A.

**Next Steps**

The next public hearing to receive and consider further input from the public is scheduled for June 13, 2019. At this meeting, the public will be given the opportunity to comment on draft district boundary map(s). The public is encouraged to provide input via emails to cityclerk@citrusheights.net, or via “public participation kits” available for download on the city’s website. Input may also be dropped off at City Hall. Completed maps and any other input must be received by June 3, 2019, for consideration for the next public hearing scheduled for June 13, 2019.

**Attachments**
1. Summary of draft district maps submitted, plus the nine maps with demographic information.
Map 101 – NDC

Map drawn to balance considerations for compactness, following neighborhood boundaries, following major roads, and respecting the will of the voters.

Map 102 - NDC

Alternative approach with the same goals as Map 101: compactness, following neighborhood boundaries, following major roads, and respecting the will of the voters.

Map 103 - Rodney Hart

No comments submitted.

Map 104 – Steve Wigginton

I think this map makes sense because it provides a balance across districts which is representative of Citrus Heights general population demographics. It does not provide more or less preference to any of the identified protected classes. There is a good mix of business and residential across all districts. It provides a relatively equal mix of schools, parks and open space across all districts. It takes into account a predicted population expansion of the Mitchell Farms residential development project by having a lower initial population in that district (district 5).

Map 105 – Albert Fox

Map adjusted for current and potential retail, commercial and residential development.

Map 106 – Frances Phipps

No comments submitted.

Maps 107 (Referenced below as “Plan A”) and 108 (“Plan B”)

From: Demers. Steve
Subject: Sacramento County Elections Office feedback/submission for Citrus Heights City Council Districting.

Hello City of Citrus Heights,

I hope the window is still open to provide input on the City’s Districting efforts, prior to the finalization of draft district boundary maps. My name is Steve Demers, I am a Geographic Information Systems Analyst, and have worked with the Sacramento County Elections Office and Department of Technology for the last 12 years.

I have significant knowledge and background in the redistricting process. During the 2010/2011 redistricting efforts, I served as the primary data analyst, cartographer, and plan creator for several jurisdictions. These were the Sacramento County Board of Supervisors, the Sacramento Metro Fire District, Sacramento City Unified School District, Southgate Recreation and Park District, River Delta Unified School District, as well as providing analysis and feedback for several others. And I anticipate being as involved, or more so in the 2020/2021 efforts.

My primary purpose for providing input is to assist the City in creating reasonable and logical boundaries that would not unnecessarily interfere with or split with other existing District lines and Voting Precinct boundaries.
These boundaries are the San Juan Water (Community Services) District, as well as several water districts including the Sacramento Suburban and Citrus Heights Water Districts, and the boundary between two Sac Metro Fire trustee areas. Small portions of Twin Rivers Unified School District, and Orangevale Rec & Park also exist within the City Limits of Citrus Heights, but are for all intents and purposes negligible for this effort. Also, for ease of analysis and enumerations, boundaries should follow Census Tract lines, and existing Voting Precinct boundaries when possible and reasonable.

Additionally, I understand the City’s need and desire to maintain unity and contiguity in communities of interest. While Citrus Heights’ communities of racial minorities are small, many urban/rural, political, and socio-economic divides are still present.

To these ends, I have created two Citrus Heights City Council Districting plans, Plan A, and Plan B attached. Each serves to maximize following these logical boundaries while unifying common communities of interest. Plan A adheres to Precinct Lines more clean, but is not as balanced (Though within 5% variance of the target.) Plan B has more balanced populations (within 3.1% variance), and I took greater effort to maintain neighborhood contiguity, but does not adhere to Precinct boundaries as well.

Also attached is a zipped file geodatabase. This can be used by your GIS staff, and/or Demographics vendor. I’ve included GIS layers for each of the plans (these use Census TIGER geography), and also several of my Voter Registration and Elections datasets (using a geography that aligns better with other Sacramento County datasets.) Election Districts is a layer of district lines on which the Elections Office runs elections. Precincts_2019 is our current Precinct Dataset. Precincts_2021 is my planned Precinct alignments for after the 2020 elections are over. These obviously must be adapted based on the results of your districting efforts, but I hope they can remain as close as possible.

Please contact me at (redacted) if you have other questions. I hope that these submissions contribute fruitfully to the creation of your draft districting plans. Thank you for your consideration.

Steve Demers
GIS Analyst | Sacramento County
Department of Technology

**Map 109 - NDC**

Map drawn to closely follow neighborhood boundaries. Where neighborhood boundaries must be divided for population balancing reasons or to respect the will of the voters, streams/rivers are followed where possible, to avoid dividing neighbors on opposite sides of the street. Only where that is not possible are streets used as boundaries.
Proposed Election Sequence:
2020: 2 (Slowey & Daniels), 4 (vacant)
2022: 1 (Bruins), 3 (Miller), 5 (Middleton)
<table>
<thead>
<tr>
<th>District</th>
<th>Ideal Total Pop</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
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<td>4%</td>
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<tr>
<td>% Asian-American</td>
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<tr>
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<tr>
<th>Voter Registration (Nov 2016)</th>
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<th>9,291</th>
<th>9,482</th>
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</table>

Total population data from the 2010 Decennial Census. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.
Map 102

Proposed Election Sequence:
2020: 2 (Slowey & Daniels), 4 (vacant)
2022: 1 (Miller), 3 (Bruins), 5 (Middleton)
<table>
<thead>
<tr>
<th>District</th>
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<th>3</th>
<th>4</th>
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<th>Total</th>
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<td>18%</td>
<td>13%</td>
<td>22%</td>
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Total population data from the 2010 Decennial Census. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.
Proposed Election Sequence:
2020: 2 (Slowey) and 4 (Daniels)
2022: 1 (Bruins and Miller), 3 (Middleton) and 5 (vacant)
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<tr>
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Total population data from the 2010 Decennial Census. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.
Proposed Election Sequence:
2020: 1 (Slowey) and 3 (Daniels)
2022: 2 (Bruins), 4 (Miller), and 5 (Middleton)
### Total Pop

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<thead>
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<th>District</th>
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<td>75%</td>
<td>64%</td>
<td>73%</td>
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</tr>
<tr>
<td>% NH Black</td>
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<td>5%</td>
<td>4%</td>
<td>5%</td>
<td>4%</td>
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<tr>
<td>% Asian-American</td>
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### Citizen Voting Age Pop

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### Voter Registration (Nov 2016)

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<th>% Asian-Surnamed</th>
<th>% Filipino-Surnamed</th>
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### Voter Turnout (Nov 2016)

<table>
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<th>% Filipino-Surnamed</th>
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<tr>
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<td>7,585</td>
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<td></td>
<td>34,463</td>
<td>9%</td>
<td>2%</td>
<td>1%</td>
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</tbody>
</table>

Total population data from the 2010 Decennial Census. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.
Proposed Election Sequence:
2020: 2 (Slowey and Daniels), 4 (vacant)
2022: 1 (Bruins), 3 (vacant), and 5 (Miller and Middleton)
<table>
<thead>
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<th>District</th>
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<th>1</th>
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<th>4</th>
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<th>Total</th>
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<td>-348</td>
<td>-76</td>
<td>764</td>
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<tr>
<td></td>
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<td>-0.65%</td>
<td>0.71%</td>
<td>-2.09%</td>
<td>-0.46%</td>
<td>4.59%</td>
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<td>73%</td>
<td>74%</td>
<td>65%</td>
<td>73%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>% NH Black 3%</td>
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<td>5%</td>
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<tr>
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<td>11%</td>
<td>10%</td>
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<td>10%</td>
<td>9%</td>
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</table>

Total population data from the 2010 Decennial Census. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.
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### Citrus Heights - Map 106

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<th>4</th>
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<td>2%</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>7,410</td>
<td>6,092</td>
<td>6,947</td>
<td>5,950</td>
<td>8,064</td>
<td>34,463</td>
<td></td>
</tr>
<tr>
<td>% Latino est.</td>
<td>8%</td>
<td>11%</td>
<td>10%</td>
<td>10%</td>
<td>9%</td>
<td>9%</td>
<td></td>
</tr>
<tr>
<td>% Asian-Surnamed</td>
<td>2%</td>
<td>1%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td></td>
</tr>
<tr>
<td>% Filipino-Surnamed</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td></td>
</tr>
</tbody>
</table>

Total population data from the 2010 Decennial Census. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.
Map 107

Proposed Election Sequence:
2020: 2 (Slowey & Daniels) and one of 1 (vacant) or 4 (vacant)
2022: 3 (Miller and Middleton), 5 (Bruins) and one of 1 (vacant) or 4 (vacant)
<table>
<thead>
<tr>
<th>District</th>
<th>Ideal Total Pop</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>16,001</td>
<td>16,297</td>
<td>16,989</td>
<td>16,645</td>
<td>17,369</td>
<td>83,301</td>
<td></td>
</tr>
<tr>
<td>Deviation from ideal</td>
<td>-659</td>
<td>-363</td>
<td>329</td>
<td>-15</td>
<td>709</td>
<td>1,368</td>
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</tr>
<tr>
<td>% Deviation</td>
<td>-3.96%</td>
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<td>1.97%</td>
<td>-0.09%</td>
<td>4.26%</td>
<td>8.21%</td>
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Total Pop

<table>
<thead>
<tr>
<th>% Hisp</th>
<th>20%</th>
<th>14%</th>
<th>14%</th>
<th>13%</th>
<th>13%</th>
<th>16%</th>
</tr>
</thead>
<tbody>
<tr>
<td>% NH White</td>
<td>71%</td>
<td>76%</td>
<td>74%</td>
<td>64%</td>
<td>77%</td>
<td>73%</td>
</tr>
<tr>
<td>% NH Black</td>
<td>3%</td>
<td>3%</td>
<td>5%</td>
<td>5%</td>
<td>3%</td>
<td>4%</td>
</tr>
<tr>
<td>% Asian-American</td>
<td>3%</td>
<td>4%</td>
<td>5%</td>
<td>4%</td>
<td>4%</td>
<td>4%</td>
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</tbody>
</table>

Citizen Voting Age Pop

<table>
<thead>
<tr>
<th>Total</th>
<th>11,972</th>
<th>12,804</th>
<th>13,466</th>
<th>11,612</th>
<th>13,669</th>
<th>63,523</th>
</tr>
</thead>
<tbody>
<tr>
<td>% Hisp</td>
<td>17%</td>
<td>7%</td>
<td>10%</td>
<td>13%</td>
<td>13%</td>
<td>12%</td>
</tr>
<tr>
<td>% NH White</td>
<td>75%</td>
<td>78%</td>
<td>77%</td>
<td>77%</td>
<td>77%</td>
<td>77%</td>
</tr>
<tr>
<td>% NH Black</td>
<td>4%</td>
<td>4%</td>
<td>5%</td>
<td>6%</td>
<td>2%</td>
<td>4%</td>
</tr>
</tbody>
</table>

Citrus Heights - Map 107

Voter Registration (Nov 2016)

<table>
<thead>
<tr>
<th>Total</th>
<th>8,140</th>
<th>9,945</th>
<th>10,218</th>
<th>7,656</th>
<th>10,189</th>
<th>46,148</th>
</tr>
</thead>
<tbody>
<tr>
<td>% Latino est.</td>
<td>13%</td>
<td>10%</td>
<td>10%</td>
<td>11%</td>
<td>8%</td>
<td>10%</td>
</tr>
<tr>
<td>% Asian-Surnamed</td>
<td>1%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
</tr>
<tr>
<td>% Filipino-Surnamed</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
</tr>
</tbody>
</table>

Voter Turnout (Nov 2016)

<table>
<thead>
<tr>
<th>Total</th>
<th>5,933</th>
<th>7,559</th>
<th>7,585</th>
<th>5,481</th>
<th>7,905</th>
<th>34,463</th>
</tr>
</thead>
<tbody>
<tr>
<td>% Latino est.</td>
<td>12%</td>
<td>10%</td>
<td>9%</td>
<td>10%</td>
<td>8%</td>
<td>9%</td>
</tr>
<tr>
<td>% Asian-Surnamed</td>
<td>1%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
</tr>
<tr>
<td>% Filipino-Surnamed</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
</tr>
</tbody>
</table>

Total population data from the 2010 Decennial Census. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.
Proposed Election Sequence:
2020: 2 (Slowey & Daniels) and one of 1 (vacant) or 4 (vacant)
2022: 3 (Miller), 5 (Bruins and Middleton) and one of 1 (vacant) or 4 (vacant)
<table>
<thead>
<tr>
<th>District</th>
<th>Ideal Total Pop</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>16,455</td>
<td>16,874</td>
<td>16,144</td>
<td>16,645</td>
<td>17,183</td>
<td>83,301</td>
<td></td>
</tr>
<tr>
<td>16,660</td>
<td>Deviation from ideal</td>
<td>-205</td>
<td>214</td>
<td>-516</td>
<td>-15</td>
<td>523</td>
<td>1,039</td>
</tr>
<tr>
<td></td>
<td>% Deviation</td>
<td>-1.23%</td>
<td>1.28%</td>
<td>-3.10%</td>
<td>-0.09%</td>
<td>3.14%</td>
<td>6.24%</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Pop</th>
<th>% Hispanic</th>
<th>% NH White</th>
<th>% NH Black</th>
<th>% Asian-American</th>
</tr>
</thead>
<tbody>
<tr>
<td>16,660</td>
<td>18%</td>
<td>73%</td>
<td>3%</td>
<td>3%</td>
</tr>
<tr>
<td>Deviation from ideal</td>
<td>214</td>
<td>-516</td>
<td>-15</td>
<td>523</td>
</tr>
<tr>
<td>% Deviation</td>
<td>1.28%</td>
<td>-3.10%</td>
<td>-0.09%</td>
<td>3.14%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Pop</th>
<th>% Hispanic</th>
<th>% NH White</th>
<th>% NH Black</th>
<th>% Asian-American</th>
</tr>
</thead>
<tbody>
<tr>
<td>83,301</td>
<td>16%</td>
<td>73%</td>
<td>4%</td>
<td>4%</td>
</tr>
<tr>
<td>% Deviation</td>
<td>1.28%</td>
<td>-3.10%</td>
<td>-0.09%</td>
<td>3.14%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Citizen Voting Age Pop</th>
<th>% Hispanic</th>
<th>% NH White</th>
<th>% NH Black</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total 12,727</td>
<td>12%</td>
<td>77%</td>
<td>3%</td>
</tr>
<tr>
<td>% Deviation</td>
<td>12%</td>
<td>77%</td>
<td>3%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Voter Registration (Nov 2016)</th>
<th>% Latino est.</th>
<th>% Asian-Surnamed</th>
<th>% Filipino-Surnamed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total 8,764</td>
<td>11%</td>
<td>2%</td>
<td>1%</td>
</tr>
<tr>
<td>% Deviation</td>
<td>11%</td>
<td>2%</td>
<td>1%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Voter Turnout (Nov 2016)</th>
<th>% Latino est.</th>
<th>% Asian-Surnamed</th>
<th>% Filipino-Surnamed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total 6,491</td>
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<td>1%</td>
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<tr>
<td>% Deviation</td>
<td>10%</td>
<td>1%</td>
<td>1%</td>
</tr>
</tbody>
</table>

Total population data from the 2010 Decennial Census. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2012-2016 American Community Survey and Special Tabulation 5-year data.
Proposed Election Sequence:
2020: 2 (Slowey) and 4 (Daniels)
2022: 1 (Bruins), 3 (Miller), 5 (Middleton)
<table>
<thead>
<tr>
<th>District</th>
<th>Total Pop</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ideal</td>
<td>17,344</td>
<td>16,534</td>
<td>16,208</td>
<td>15,894</td>
<td>17,321</td>
<td>83,301</td>
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<tr>
<td>16,660</td>
<td>684</td>
<td>-126</td>
<td>-452</td>
<td>-766</td>
<td>661</td>
<td>1,450</td>
<td></td>
</tr>
<tr>
<td>% Deviation</td>
<td>4.11%</td>
<td>-0.76%</td>
<td>-2.71%</td>
<td>-4.60%</td>
<td>3.97%</td>
<td>8.70%</td>
<td></td>
</tr>
<tr>
<td>Total Pop</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>% NH White</td>
<td>76%</td>
<td>71%</td>
<td>68%</td>
<td>76%</td>
<td>71%</td>
<td>73%</td>
<td></td>
</tr>
<tr>
<td>% NH Black</td>
<td>3%</td>
<td>3%</td>
<td>5%</td>
<td>4%</td>
<td>4%</td>
<td>4%</td>
<td></td>
</tr>
<tr>
<td>% Asian-American</td>
<td>4%</td>
<td>3%</td>
<td>4%</td>
<td>5%</td>
<td>5%</td>
<td>4%</td>
<td></td>
</tr>
<tr>
<td>Citizen Voting Age Pop</td>
<td>Total</td>
<td>13,469</td>
<td>12,409</td>
<td>12,080</td>
<td>12,842</td>
<td>12,723</td>
<td>63,523</td>
</tr>
<tr>
<td>% Hisp</td>
<td>13%</td>
<td>14%</td>
<td>11%</td>
<td>9%</td>
<td>12%</td>
<td>12%</td>
<td></td>
</tr>
<tr>
<td>% NH White</td>
<td>77%</td>
<td>73%</td>
<td>75%</td>
<td>81%</td>
<td>78%</td>
<td>77%</td>
<td></td>
</tr>
<tr>
<td>% NH Black</td>
<td>3%</td>
<td>4%</td>
<td>7%</td>
<td>3%</td>
<td>4%</td>
<td>4%</td>
<td></td>
</tr>
<tr>
<td>Voter Registration (Nov 2016)</td>
<td>Total</td>
<td>9,738</td>
<td>8,781</td>
<td>8,391</td>
<td>10,017</td>
<td>9,221</td>
<td>46,148</td>
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<tr>
<td>% Latino est.</td>
<td>9%</td>
<td>13%</td>
<td>10%</td>
<td>10%</td>
<td>10%</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>% Asian-Surnamed</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td></td>
</tr>
<tr>
<td>% Filipino-Surnamed</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td></td>
</tr>
<tr>
<td>Voter Turnout (Nov 2016)</td>
<td>Total</td>
<td>7,519</td>
<td>6,470</td>
<td>6,090</td>
<td>7,634</td>
<td>6,750</td>
<td>34,463</td>
</tr>
<tr>
<td>% Latino est.</td>
<td>9%</td>
<td>12%</td>
<td>9%</td>
<td>9%</td>
<td>9%</td>
<td>9%</td>
<td></td>
</tr>
<tr>
<td>% Asian-Surnamed</td>
<td>1%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td></td>
</tr>
<tr>
<td>% Filipino-Surnamed</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td></td>
</tr>
</tbody>
</table>

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DATE: May 23, 2019

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

FROM: Rhonda Sherman, Community Services Director
Colleen McDuffee, Planning Manager
Alison Bermudez, Associate Planner

SUBJECT: 7500 Auburn Boulevard – 76 Station Request for Letter of Public Convenience and Necessity (PCN19-01)

Summary and Recommendation

The authority to grant Letters of Public Convenience and Necessity offers the City Council the ability to approve or deny alcohol license applications when the existing number of licenses within an area exceeds the standards established by the Department of Alcoholic Beverage Control (ABC). The current request is for the issuance of a Type 20 beer and wine license to Auburn 76 located at 7500 Auburn Boulevard.

Staff recommends approval, for the following reason:

The applicant has provided information demonstrating the proposed addition of beer and wine to the store’s product mix will represent a small portion of the stores total sales and therefore will not be a detriment to the city.

A recommended motion is as follows:

Move to approve the Letter of Public Convenience and Necessity that will allow the issuance of a Type 20 license for the sale of beer and wine at a convenience store located at 7500 Auburn Boulevard.

Fiscal Impact

There is no fiscal impact associated with this action.
**Background and Analysis**

**Letter of Public Convenienc or Necessity**

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

Chapter 6 of the Citrus Heights Municipal Code regulates the issuance of Letters of Public Convenience. In essence, the Chapter outlines a process by which a variety of Departments and Agencies review applications for Letters of Public Convenience. Department review is related to current and past problems at the location, including criminal activity, building code violations, business license renewal, zoning approval, health violations, zoning enforcement, and complaints to the ABC. Each department reviews the application and can recommend denial of the application based on problems with the site. The City Council is not obligated to approve the license request even if the business has not violated any department’s provisions. While Chapter 6 contains standards for reviewing departments to recommend denial of an application of this type, it does not contain any standards for approving such applications and determining that the “public convenience and necessity” are met. There are no criteria for spacing of these uses or other limitations found within the Code. The Council has the full discretion to approve or deny the Letter of Public Convenience request.

**The Application**

The site is an existing gasoline station, which until recently, had been in operation for many years. The property is located within the Auburn Boulevard Special Planning Area and has a General Plan designation of General Commercial (GC). These land use designations are appropriate for gas stations, convenience stores, and other similar type activities.

The gas station and convenience store will be open seven days a week from 6:00 a.m. to 10:00 p.m. and sell a variety of food items including, milk, bread, beverages, and snacks. The applicant is requesting approval to include beer and wine into the store’s product mix. According to the applicant, alcohol sales are expected to be about 25% of the total store sales (not including gasoline sales). The applicant will not sell single beers in containers less than 32 ounces and single wines in bottles less than 750 ml. Beer and wine will be stocked in approximately 20% of the cold case area and will not be mass displayed on the sales floor (Attachment 1).
Letter of Public Convenience and Necessity Analysis

A Letter of Public Convenience and Necessity is required from the city based upon the current population within Census Tract 81.42 as determined by ABC. Two off-sale licenses are allowed by ABC without a Letter of Public Convenience and Necessity in Census Tract 81.42. Currently there are a total of four active off-sale licenses within this Census Tract (Attachment 2). The census tract encompasses the area along the east side of Auburn Blvd between Watson Way and Old Auburn Road easterly to Sunrise Blvd.

Since the proposed location is adjacent to another census tract, staff felt it more appropriate to review locations selling alcohol within the vicinity of the proposed location instead of strictly by census tract. As shown in Attachment 3, Quick Mart is nearby but falls within the adjoining census tract.

As required by Chapter 6 of the Municipal Code the Police Department has reviewed the request to provide off-sale alcoholic beverages on-site. The Police Department reviewed the project including the site design and lighting. Calls for service were analyzed and as outlined in Attachment 4, the Police Department found these areas of review to be adequately addressed. The Police Department does not object to the issuance of the Letter of Public Convenience for this location.

As part of the city’s outreach program staff informed the Sunrise Ranch Neighborhood Association (#6) of the request for a Letter of Public Convenience and Necessity. As of the writing of this report no response has been received from the neighborhood association or any other party.

Staff recommends approval of the Letter of Public Convenie and Necessity for the Type 20 alcohol license at 7500 Auburn Boulevard.

Attachments:

2. Census Tract Map
3. Surounding Licenses Map
4. Police Department Report
The Planning Department
6237 Fountain Square Drive
Citrus Heights, CA 95610

Dear Sir/Madam,

We are hereby submitting a request to open the 76 Gas Station and convenience store again to the public. This gas station has been operating at this location for over 20 years and has not only served the community but also has been a very popular and convenient stop for customers to get gas and groceries at a very competitive price. Due to the downturn of the economy and the construction on Auburn Blvd, the previous owner could not sustain and went out of business in the late 2013. Now that we have new ownership, we would like to operate this station and serve the community once again. We are seeking a TYPE 20 Beer and Wine License at this location.

As a 76 Gas Station our strategy is to sell a variety of convenience store items ranging from tobacco, chips, beverages, fountain drinks, snacks, and some heat and eat foods items. As part of our PIANO Gram and customer profile generally about 25% of the total sales are contributed by beer and wine. We’ve had many years in experience in managing and selling beer and wine to customers and we always assure that all employees are properly trained and follow any/all ABC rules while selling alcoholic beverages. Specifically, on checking proper identification when assisting any/all customers who look under the age of 30 years old. We also have a built-in feature in our POS System that forces cashiers to enter the customers age before allowing an alcoholic or tobacco purchase. The system also helps us control the hours the beer and wine can be sold. We would display the beer only 2-3 coolers and don’t intend to display on the floor for the space constraints and the safety of employees and customers. All excess inventory is to be stocked in designated area located in back of the store out of customers reach.

Since beer and wine are an important part of what our customers purchase, we would request you to please review and approve our request. We are open to any suggestions and always open to working with the city and community to make this a successful, clean and pleasant gas station.

Best Regards,

Mike Marcos
916.960.8078
The Planning Department
6237 Fountain Square Drive
Citrus Heights, CA 95610

RE: Proposed use and hours of operation of 76 Gas Station 7500 Auburn Blvd. Citrus Heights, CA 95610.

Dear Sir/ Madam,

We propose to operate the 76 Gas Station and convenience store with the following procedures:

I. All employees wear proper uniform and greet customers with a smile.
II. All merchandise is properly stocked on the shelves and any excess inventory must be stocked in designated areas.
III. All employees and vendors are to follow the Piano Gram to display the products and beer display not to exceed 20% of the available cooler space for all beverage and drinks.
IV. All sales of any tobacco and/or alcoholic merchandise must be scanned through POS system and employees must physically check the government issued ID for any person’s who look under the age of 30 years old.
V. All employees must ensure the parking lot is maintained clean and free of any garbage and unauthorized vehicles in parking lot.
VI. All employees must ensure that no loitering is allowed on the property at any given time and that there is no graffiti.
VII. No customer shall be allowed to consume alcohol beverages on the premises.
VIII. No sale of alcoholic beverages can take place after the time specified by the ABC Laws of California. Following are the hours of operation for now: Monday - Sunday from the hours of 6:00am to 10:00pm
IX. All employees will be trained in ABC rules and regulations concerning sales to minors and/or intoxicated persons.

Best Regards,

Mike Marcos
Clerk's Affidavit
Alcoholic Beverage Control (ABC) Laws

Part 1: REVIEW OF LAWS (clerk must read and understand these laws)

(1) **Sales to Underage Persons**

You may not sell or give any alcoholic beverage to any person under the age of 21 years. You may not permit others to give alcoholic beverages to any underage person. If you break this law, you may be arrested and charged with a crime. If convicted, you may be fined a maximum of $1,000 and/or ordered to do up to 32 hours of community service.

(2) **Underage Persons Who Purchase Alcoholic Beverages**

A customer under the age of 21 years may not buy alcoholic beverages. A customer breaking this law may be arrested and charged with a crime. If convicted, the customer may be fined a maximum of $1,000 and/or ordered to do up to 32 hours of community service. In addition, the underage customer may have their driver's license taken away or delayed for one year.

(3) **Underage Persons Who Try to Purchase Alcoholic Beverages**

A customer under the age of 21 years may not try to buy alcoholic beverages. If a customer breaks this law, they may be cited and charged with a crime. The customer may be fined up to $250 and/or ordered to do up to 36 hours of community service. In addition, the underage customer may have their driver's license taken away or delayed for one year.

(4) **Checking Identification (I.D.)**

If you ask for and see, bona fide (legally acceptable) I.D. before you sell an alcoholic beverage to a customer, you can defend yourself against a charge of selling alcoholic beverages to an underage person. An I.D. is legally acceptable if it:

- Is issued by a governmental agency (such as federal, state, county or city)
- Contains the name of the person
- Contains the date of birth of the person
- Contains a description of the person
- Contains a photograph of the person
- Is currently valid (in other words, not expired)

Specified by State of California, ABC (11/91)
AUBURN 76
7500 AUBURN BLVD.
CITRUS HEIGHTS, CA 95610

- Cold case beer and cold wine
Security Plan

7500 Auburn Blvd.                        Citrus Heights, CA 95610

- The store will have a total of 17 cameras both inside and outside. All recordings will be kept for a minimum of 30 days and will be provided to law enforcement upon request.
- The site will have alarm monitoring through ADT.
- The following areas will be well-lit: Entrance, Exit, parking lot, and restroom as well as canopy.
- All shrubbery and vegetation will be trimmed and maintained on time to ensure the property looks clean and has a natural surveillance.
- No alcohol will be displayed on the sales floor or near exit door. Any back stock will be stored in a designated area located in the back of store, to make sure that there is no shoplifting of the alcohol to insure the safety of employees as well as customers and the community.
- Cash register will require the input of the customer's birthdate to make sure alcohol, cigarettes and any tobacco related products are sold only to legal customer's over the age of 21 years of age.
Active Off-Sale Locations within 81.42 Census Tract

<table>
<thead>
<tr>
<th></th>
<th>Location</th>
<th>Address</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lart’s Chevron</td>
<td>7700 Auburn Blvd</td>
<td>Beer/Wine/Spirits</td>
</tr>
<tr>
<td>2</td>
<td>Mariposa Market</td>
<td>7754 Mariposa Ave</td>
<td>Beer/Wine/Spirits</td>
</tr>
<tr>
<td>3</td>
<td>Citrus Market</td>
<td>7601 Sunrise Ave</td>
<td>Beer/Wine</td>
</tr>
<tr>
<td>4</td>
<td>Walgreens</td>
<td>7787 Sunrise Blvd</td>
<td>Beer/Wine</td>
</tr>
</tbody>
</table>
## Project Location and Surrounding Licenses

<table>
<thead>
<tr>
<th>Location</th>
<th>License Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lart’s Chevron- 7700 Auburn Blvd</td>
</tr>
<tr>
<td>2</td>
<td>The Scoreboard-7691 Auburn Blvd</td>
</tr>
<tr>
<td>3</td>
<td>Quick Mart-7451 Auburn Blvd</td>
</tr>
</tbody>
</table>
DATE: 3/29/2019

TO: Alison Bermudez
City of Citrus Heights Planning Division

FROM: Chad Morris
Lieutenant – Special Operations Unit

SUBJECT: 76 Station – 7500 Auburn Blvd: Type 20 Liquor License Application

The Citrus Heights Police Department has conducted a review of the proposed beer and wine license for 76 gas station located at 7500 Auburn Blvd. The review process included an external inspection of the proposed gas station site, a review of surrounding businesses that currently have alcohol licenses, a CPTED evaluation, and an analysis of calls for service for 7500 Auburn Blvd.

The inspection process included a review of businesses in close proximity and found one convenience/liquor store and one bar/night club establishment with alcohol licenses in the immediate area.

The proposed layout of the 76 gas station appears to be nearly identical to that of the previous ARCO gas station that operated at this location previously and appears to be satisfactory regarding environmental design and lighting. The store is not yet open for business, however, appears it will be well lit with bright lights near the entrance and exits of the store. The parking lot will have lighting in numerous and strategic areas to ensure security during nighttime hours. The interior of the store will be brightly lit. Shrubbery and vegetation will be trimmed and maintained to ensure natural surveillance of the property.

We will ask that the security plan for the 76 station mirror that of what was previously submitted by the Arco gas station, which is consistent with the general security plans and practices of other similar establishments that sell alcohol. The plan includes keeping alcohol displayed in cases away from the front doors of the business, and cameras monitoring the aisles where beer and wine will be displayed. There will be additional surveillance cameras around the exterior of the business. Employees will be required to enter the birthdate of customers before the register allows the sale of alcohol or tobacco products. Additionally, employees will receive training in current alcohol licensing laws.

An analysis was conducted of calls for service to 7500 Auburn Blvd. There did not appear to be any noticeable trends or above average number of calls to the location when compared to other similar business in Citrus Heights.

An alcohol license was operated in the past at this location with minimal impact to the police department. At this time, the Citrus Heights Police Department does not object to the approval of a beer and wine license for the proposed 76 gas station located at 7500 Auburn Blvd.
DATE: May 23, 2019

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

FROM: Meghan Huber, Economic Development Manager

SUBJECT: Approval of Sunrise MarketPlace Property-Based Improvement District 2018 Annual Report

Summary and Recommendation

The Sunrise MarketPlace Property-Based Improvement District (PBID) is required by law to provide an annual report to the City Council. The PBID Board of Directors approved the 2018 Sunrise MarketPlace Annual Report and is ready to present this report to the City Council. Staff recommends the City Council adopt Resolution No. 2019-____ a Resolution of the City Council of the City of Citrus Heights approving the Sunrise MarketPlace 2018 Annual Report.

Fiscal Impact

There is no fiscal impact associated with this action.

Background and Analysis

The City Council approved the formation of the Sunrise MarketPlace PBID in July 1999 and approved a seven-year renewal in July 2014 (effective January 1, 2015 through December 31, 2021). The PBID is required to prepare an annual report and present it to the City Council for review and approval. The Sunrise MarketPlace Board of Directors approved the 2018 Annual Report at their board meeting on May 9, 2019. The meeting was noticed and held in accordance with the Brown Act.

According to California PBID Law, the Sunrise MarketPlace PBID may request the City Council modify the PBID Management District Plan after conducting a required public hearing on the proposed modifications. The City Council approved the new Management District Plan as part of a formal public hearing process for the PBID renewal on July 30, 2014. The Sunrise MarketPlace PBID has requested no changes to the 2015-2021 Sunrise MarketPlace Management District Plan.
Attachments

1. Resolution 2019-____, a Resolution of the City Council of the City of Citrus Heights approving the Sunrise MarketPlace 2018 Annual Report
   a. Sunrise MarketPlace 2018 Annual Report
RESOLUTION NO. 2019- ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS, CALIFORNIA, APPROVING THE SUNRISE MARKETPLACE 2018 ANNUAL REPORT

WHEREAS, the City Council of the City of Citrus Heights approved the formation of the Sunrise MarketPlace Property-Based Business Improvement District (PBID) in July 1999 and approved the seven-year renewal of the PBID in July 2014;

WHEREAS, the Sunrise MarketPlace Board of Directors approved the Sunrise MarketPlace 2018 Annual Report on May 9, 2019; and

WHEREAS, the Sunrise MarketPlace 2018 Annual Report is incorporated as part of this Resolution and is on file with the City Clerk.

NOW THEREFORE BE IT RESOLVED AND ORDERED The City Council of the City of Citrus Heights does approve the Sunrise MarketPlace 2018 Annual Report.

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

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 23rd day of May, 2019 by the following vote, to wit:

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

________________________________________
Jeannie Bruins, Mayor

ATTEST:

_____________________________________
Amy Van, City Clerk
TABLE OF CONTENTS

1 Letter From The Chair
2 Attraction
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4 Awareness & Branding
6 Advocacy
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8 Financial Report
9 Your Bid Dollars At Work
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12 Second Term: 2005-2009
14 Sacramento Capitals
16 Third Term: 2010-2014
18 Fourth Term: 2015-2021
19 20 Years of Advertising

2018 BOARD OF DIRECTORS

Christi Woodards
2018 Chair
Sunrise Mall

Travis Kimball
2019 Chair
Quick Quack Car Wash

Don Tollefson
Treasurer
Batteries Plus

Michael Nishimura
Secretary
Elephant Bar

Jason Bollinger
Inter-Cal Real Estate

Tiffany Clement
2019 Marketing Committee Chair
Merlone Geier

Christy DeCelle
Beach Hut Deli

Andrew Gianulias
Greenback Associates

Ted Mitchell
Mitchell Properties

Stephen Patterson
Patterson Properties

Jeff P. Smith
Macy’s

Wayne Wasuiko
Alta Sunrise Building

PAST BOARD MEMBERS

Peggy Anderson
Debra Arnold
Peter Bollinger
Kevin Georgeson
Janet Banglos
Jeanny Buwalda
James Cordano
Chris Gianulias
John Gutenberger
Karen Hamilton
Deena Henry
Terri Henry
Kristi Keene
Dave Lehman

A.J. Lloret
Andrea Peacock
Dean Perez
Sam Petersen
Doyle Phelan
Terri Philipps
Angela Rezab
Bill Schipper
Kathy Shelton
Bob Simpson
Richard Teerlink
Gloria Wright
James Yoder
Bob Zielke

COMMITTEES

Susie Rodgers
2018 Marketing Committee Chair
Sunrise Mall

STAFF

Kathilynn Carpenter
Executive Director
kathilynn@sunrisemarketplace.com

Julie DePrada-Schott
Special Projects & Event Coordinator
julie@sunrisemarketplace.com

Breanna Niekamp
Admin & Communications Associate
info@sunrisemarketplace.com
SUNRISE MARKETPLACE TURNS 20!

In addition to reporting on 2018 activities, this year’s report will include a look back at the past 20 years and the positive impact we’ve had in the District and the community.

In December, business and property owners, city representatives and other stakeholders celebrated 20 years at our “It’s a Wonderful BID” themed open house. We hope you enjoy this look back at what a difference the BID has made.

In 2019, we’ll be rolling out several events and promotions commemorating our 20th Anniversary including an inaugural beer festival, Brews in the Burbs, 20 x $20 gift card promotion, 20th Anniversary banners and more. Other projects on tap for 2019 include updated market research, new holiday décor, new integrated lighting on the palm trees and a transformer art wrap project with SMUD. Sunrise Marketplace will continue to do what is has done for the past 20 years and strongly focus on improving the economic vitality of the District by driving traffic and generating positive awareness. We will continue to activate space in the District with special events and other activities as well as focus on our mission of providing value and benefit to the properties.

BY TRAVIS KIMBALL, 2019 CHAIR OF THE BOARD

BRIGHTENING THE BLVD

The innovative palm tree lighting attraction is on track for 2019, with the City of Citrus Heights funding the $200,000 beautification project. The Palm Tree Lighting Project will transform a major corridor within the Sunrise Marketplace by upgrading medians on Sunrise Boulevard from their current lackluster condition (including out-of-date metal halide 150-watt lights), to medians infused with state-of-the-art color LED fixtures to illuminate the palm trees. The energy efficient LED lighting system will be installed using the latest programming technology to provide thematic displays. The lights can be programmed to celebrate the seasons as well as holidays (red, white and blue for Fourth of July, Memorial Day and Veteran’s Day; orange for Halloween; red and green for Christmas, etc.). The lights will act as traditional white up-lights when not programmed for a specific theme. While the Pop-Up Stadium project was put on hold in 2018 due to Sunrise Mall transition and ownership issues, this project will transform the medians into an iconic attraction for years to come.
ATTRACTION

DISTRICT EVENTS

In 2018, Sunrise MarketPlace provided funding and support for District and community events drawing thousands of visitors to The District.

SMP Supported Events

Sunrise Mall Safety Fair
February 10, 2018

Citrus Town Center Events
Spring Celebration, Summer Safari, Movie Nights, Back to School and Sprouts Fall Family Fair.

District Events

Cemetarium Haunted House at Arcadia & Greenback
October 19 – November 9, 2018

Sunrise Mall Trick or Treat
October 31, 2018

COMMUNITY EVENTS

SMP supported City of Citrus Heights events throughout 2018 including:

19th Annual Red, White & Blue Parade
June 23, 2018

Hot August Bites
August 11, 2018

#SMPCARES

SMP sponsored and supported the following charities/causes/events:

CARR Fire Coin Drop Fundraiser
August 4, 2018 - SMP and Marketplace at Birdcage received over 142 live mentions and 42 recorded mentions and live remote. Raised $1,335 in Coins

CAMP Fire Donation Fundraiser
November 23, 2018 - SMP hosted a gift card fundraiser for the CAMP Fire victims with KHITS and Sunrise Mall. SMP received over 100 live mentions and 136 recorded mentions. Raised $2,000 in Cash and Gift Cards

Citrus Heights Rotary Annual Fundraisers

Citrus Heights Women’s Club Taste of Citrus Heights
San Juan High School District Boosters Club
Citrus Heights PALS
Citrus Heights HART Programs & Fundraisers
HOLIDAYS AT SMP

MAGICAL MOMENTS

The second annual Magical Moments featured four interactive family-friendly pop-up holiday-themed experiences. The four events; Laser Light Show at Lowe’s, Victorian Holiday at Marketplace at Birdcage, Winterfest at Sunrise Village and Nutcracker at Sunrise Mall brought more than 2,500 consumers to the District over the holiday shopping season.

Event marketing included multi-station radio advertising, dedicated website page, digital advertising, social media posts, Facebook paid advertising, FOX - Studio 40, CBS 13 news, signage and printed postcards.

4,695,641 Impressions

DISTRICT EVENTS

Citrus Town Center
Holiday Open House
December 8, 2018

22nd Annual
City of Citrus Heights
Tree Lighting
December 5, 2018

Sunrise MarketPlace
20th Anniversary
Kick Off & Holiday
Open House
December 12, 2018
AWARENESS & BRANDING

SMP generated awareness of the District through comprehensive marketing and branding utilizing a 4 x 4 strategy: Shop, Dine, Do, Play x Spring, Summer, Fall, Winter.

SHOPSMP.COM

37,414 users visited ShopSMP.com in 2018.
SMP engaged over 19,000 consumers with website contesting throughout the year.
Promoted 141 District and Community events.
3,238 users visited Event Page.

NEWSLETTER

SMP sent out monthly eblast newsletters with information on current contests, business spotlights, new District businesses and current events.
Consumer newsletter signups increased 80% with a total of 11,239 emails.

SOCIAL MEDIA

Facebook Advertising
SMP Facebook Page gained more than 2,400 new “Likes”, and more than 2,500 new followers.
Non-paid posts generated 363,269 organic impressions.
SMP promoted 87 District businesses & shared 237 District business posts.

Facebook Advertising (Paid)
97,000 viewed & engaged with our ads
3.6 million impressions
1,788 Page Likes
34,610 Website Visits
4172 Emails Collected

Instagram (discoverSMP)
SMP re-posted 104 business District posts.
Promoted 88 individual District businesses.

Pinterest
The SMP Pinterest Page has an average of 8,900 monthly viewers.

42,538,026 NON-PAID IMPRESSIONS
20TH ANNIVERSARY
UPDATED LOGO & NEW STREET BANNERS

To promote our 20th anniversary, SMP updated its logo and created a logo to commemorate it’s 20 years. New light pole banners and pylon banners were installed in January 2019, encouraging passersby to shop, dine, do and play in the District.

In May 2018, SMP created a new branding video with our media partner ABC10 that spotlighted our Four Pillars: Shop, Dine, Do, Play.

The video generated 296 new Facebook likes and 3,189 website click throughs.
ADVOCACY

SMP VISITED MORE THAN 400 BUSINESSES TO:

Inform: SMP distributed details about major roadwork along traffic corridors, CHPD, and other pertinent information.

Promote: SMP offers our businesses many free opportunities to boost brand awareness and drive traffic via social media posts, website presence and at special events.

Advocate: SMP assists businesses with public safety, code enforcement, property vandalism, city business, marketing and other issues.

“As a property manager, I know I can rely on Sunrise Marketplace for help with vandalism, transients, and other crime activity. We also appreciate the advertising and public area banners and decorations.”

JACKIE HOFF-SASSER, PROPERTY ADMINISTRATOR CORDANO COMPANY

HOMELESSNESS IN THE DISTRICT

With fewer law enforcement tools for non-criminal homeless activity, SMP supports Citrus Heights HART programs to reduce homelessness in the District. Through programs like Veteran’s Stand Down; Student Connect; Winter Sanctuary and the Outreach Navigator program, 136 individuals were housed in 2018.

CITRUS HEIGHTS CHAMBER

In 2018, SMP participated in more than 40 Chamber of Commerce events, including 14 ribbon cuttings for SMP businesses. SMP sponsored the Annual Installation Dinner and was a winner in the Best of Citrus Heights, Best Business Center category.

“21” AWARD

Executive Director, Kathilynn Carpenter was awarded the Stones Casino 21 Award, for exemplary commitment to the advancement of the City of Citrus Heights, a history of leadership and a passion for making a difference.

CITY NEWS

Mitchell Farms Subdivision - in August 2018, City Council approved 260 single-family residential units located on 32 acres of the former Sunrise Golf Course; 23 acres will be devoted to open space including a trail system. For more information visit citrusheights.net.
SMP NEW BUSINESSES
In 2018 and the first quarter of 2019, we welcomed many businesses to the Sunrise MarketPlace District including:
5750 Sunrise Executive Suites, Dos Coyotes, Flaming Mountain Asian Fusion, Health Markets, Matthews Mattress, Perko’s Café, PizzaRev, Sleep First Mattress, Sleep Choice Mattress, Ben’s Barketplace, California Fish Grill, Menchie’s Frozen Yogurt

GRAND RE-OPENINGS
Buffalo Wild Wings
Tague Instruments

ANNIVERSARIES
In 2018, Togo’s celebrated 40 years in business and 20 years in Sunrise MarketPlace.

COMING SOON
Boston Pizza & Sports Bar
Hobby Lobby

FAREWELL
The District also bid farewell to two long time businesses: Sears and Toys R Us.
FINANCIAL REPORT

2018 AND 2019 PARCEL ASSESSMENT INFORMATION

Parcel Type- Retail: $0.06 per square foot of land per year
Parcel Type- Office: $0.03 per square foot of land per year

Assessment rates may be subject to an increase of no more than 0.0025% for office zoned and 0.005% for retail zoned parcels per year. The determination of the annual assessment rates will be subject to the review and approval of the Board of Directors. No assessment increases are proposed for the year 2019. No changes for the District’s boundaries are being proposed.

BACKGROUND

The Sunrise MarketPlace Property and Business Improvement District (PBID) was formed in 2000. The PBID was subsequently renewed by property owners and approved by the City of Citrus Heights in 2004, 2009 and 2014 in accordance with the Property and Business Law of 1994 (California Streets and Highway Code, Sections 36600 to 36671). The PBID’s current term expires December 31, 2021. The PBID will begin the renewal process this year.

The District provides services within the Sunrise Blvd. / Greenback Lane corridor including advocacy, economic development, marketing, special events, branding and beautification activities.

The mission of the PBID is to drive the economic vitality of the District.

### INCOME

<table>
<thead>
<tr>
<th></th>
<th>2018 ACTUAL</th>
<th>2019 BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surplus/Deficit</td>
<td>$255,552</td>
<td>$445,727</td>
</tr>
<tr>
<td>Assessment Income</td>
<td>$755,465</td>
<td>$750,186</td>
</tr>
<tr>
<td><strong>Total Assessment Income</strong></td>
<td><strong>$1,011,017</strong></td>
<td><strong>$1,195,913</strong></td>
</tr>
<tr>
<td>Grants/Sponsorships</td>
<td>$300,100</td>
<td>$45,000</td>
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<tr>
<td>Other Income</td>
<td>$601</td>
<td>$3,000</td>
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<tr>
<td>In-Kind Income (non-cash)*</td>
<td>$37,000*</td>
<td>$42,000</td>
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<tr>
<td><strong>Total Non-Assessment Income</strong></td>
<td><strong>$300,701</strong></td>
<td><strong>$90,000</strong></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$1,311,719</strong></td>
<td><strong>$1,285,913</strong></td>
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### EXPENSES

<table>
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<tr>
<th></th>
<th>2018 ACTUAL</th>
<th>2019 BUDGET</th>
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</thead>
<tbody>
<tr>
<td>Administration/Advocacy</td>
<td>$82,016</td>
<td>$95,845.00</td>
</tr>
<tr>
<td>Operations</td>
<td>$91,460</td>
<td>$110,310.25</td>
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<tr>
<td>Economic Develop/Maintenance</td>
<td>$28,627</td>
<td>$43,647.50</td>
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<tr>
<td>Marketing</td>
<td>$362,905</td>
<td>$847,064.25</td>
</tr>
<tr>
<td>- Stadium (return $300,000 grant)</td>
<td>$300,983</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>Contingency/Surplus</td>
<td></td>
<td></td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$865,991.00</strong></td>
<td><strong>$1,136,867.00</strong></td>
</tr>
</tbody>
</table>

### NOTES

"Large surpluses due to unused Stadium & palm tree project funds."

*This number, $37,000 is not included in Total.*
## YOUR BID DOLLARS AT WORK 2000-2018

### MARKETING
- **276,750** Map Guides Distributed
- **6,447,840** Web Page Views
- **496,748,041** Paid (Advertising) Impressions
- **397,852,246** Non-Paid (Media Stories) Impressions
- **11,546** Facebook Likes
- **11,500** Newsletter Subscribers
- **140** Banners
- **81** Palm Trees

### EVENTS IN THE DISTRICT

<table>
<thead>
<tr>
<th>Events</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firefighters Burn Institute / Fill the Boot Drive</td>
<td>358</td>
</tr>
<tr>
<td>Cash, Gift Cards, Clothing &amp; Other Donations</td>
<td>358</td>
</tr>
<tr>
<td>Toys Collected</td>
<td>112</td>
</tr>
<tr>
<td>Coats Collected</td>
<td>112</td>
</tr>
<tr>
<td>Pints of Blood Collected</td>
<td>112</td>
</tr>
<tr>
<td>Back Packs &amp; School Supplies</td>
<td>112</td>
</tr>
</tbody>
</table>

### ECONOMIC

<table>
<thead>
<tr>
<th>Component</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessment Dollars Invested</td>
<td>$11.8 m</td>
</tr>
<tr>
<td>Grants &amp; Sponsorship Dollars Invested</td>
<td>$1.6 m</td>
</tr>
<tr>
<td>Public Sector Dollars Invested</td>
<td>$5.5 m</td>
</tr>
<tr>
<td>Sales Tax Revenue Generated</td>
<td>$88.6 m</td>
</tr>
<tr>
<td>Sales Revenue Generated</td>
<td>$8.8 b</td>
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</table>

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>District &amp; Community Event Sponsorship</td>
<td>$77,206</td>
</tr>
<tr>
<td>Tennis &amp; Concert attendance</td>
<td>209,400</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contributions</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Firefighters Burn Institute / Fill the Boot Drive</td>
<td>$2,179,330</td>
</tr>
<tr>
<td>Cash, Gift Cards, Clothing &amp; Other Donations</td>
<td>$986,814</td>
</tr>
<tr>
<td>Toys Collected</td>
<td>131,000</td>
</tr>
<tr>
<td>Coats Collected</td>
<td>20,000</td>
</tr>
<tr>
<td>Pints of Blood Collected</td>
<td>1,985</td>
</tr>
<tr>
<td>Back Packs &amp; School Supplies</td>
<td>1,100</td>
</tr>
</tbody>
</table>

2018 Annual Report | Sunrise MarketPlace
TRANSFORMING THE BUSINESS CORRIDOR

In 1997, the City of Citrus Heights was formed. Looking for a way to secure the City’s main economic generator, the Sunrise/Greenback business corridor, City leaders approached property owners with the idea of forming a business improvement district (BID). The BID was formed in 2000. Property and business owners agreed to name the BID, Sunrise MarketPlace.

“The corridor lacked a unifying identity and sense of place. Sunrise MarketPlace and the City of Citrus Heights worked to obtain state and federal funds to transform the thoroughfares into attractive, vibrant boulevards. More than $4 million was invested in gateway signs, banner pylons, light pole banners and metal banners in 2001 & 2002.”

“New business improvement district centers on Sunrise Mall”
AUGUST 15, 1999 SACRAMENTO BUSINESS JOURNAL
“The board has strongly expressed that the incorporation of graphic design into the built environment in the form of striking gateway features and others signage is a priority for the BID. It is an excellent way to create visual consistency throughout the district, which will be attractive and appealing to customers. We applaud the Council’s pro-active and long-term vision. We commend the city’s excellent efforts to generate funding for the projects outlined in the blueprint. Should we continue the positive course that has been set by the BID and the Revitalization Blueprint, we can all look back ten years from now and be proud of the legacy we will have left the City of Citrus Heights.”

- SMP BOARD LETTER OF SUPPORT FOR THE REVITALIZATION BLUEPRINT.

In 2000, the District kicked off the holidays with custom decorations. Our brightly lit boulevards decked out in holiday decor have created a festive atmosphere for visitors each year since.

An extensive Wayfinding Project in 2003/2004 added unique elements and branding to create a distinct destination. This included planting 80 palm trees in the medians.
PLANNING FOR THE FUTURE

The BID and the City of Citrus Heights, with a $100,000 grant from SACOG, implemented the Sunrise MarketPlace Visioning Project. A consultant group was hired to review planning, landscape architecture, pedestrian and vehicular traffic issues. Over the course of a year, with input from property and business owners, residents, city staff and elected officials, a common vision was developed.

KEEPING IT FRESH

SMP continued to dress up the corridor with colorful banners promoting the District’s variety of shopping, dining, services and events.

2005 - SMP invests in new holiday décor.
D’Iberville

In 2005, SMP was moved by images of the destruction left by Hurricane Katrina. Like 9/11, this called for compassion extending beyond our boundaries. We chose D’Iberville because its small and we were able to connect with city council and tourism officials who committed to providing a means to distribute to the families. Nearly every family in this town of 8,000 was affected. SMP coordinated a donation drive and the filling of a 50-foot truck donated by Olsen and Fielding/Mayflower Transit along with gas and driver. The Citrus Heights group of SMP and City representatives arrived on December 15th and local police escorted the convoy to the D’Iberville Civic Center. The truck was unloaded by volunteers, two days later, more than 6,000 gifts were distributed to nearly 3,000 D’Iberville residents.

A major mission for SMP has been to drive traffic to area businesses through promotions and special events. During this term, SMP continued with donation events to attract store visits including back pack drives with V.101, coat drives with News 10’s Coats for Kids and toy drives for children of our troops overseas. These promotions included significant radio, tv and online mentions of SMP.

SMP also continued to create unique events like DOGOWEEN to bring consumers to the District. Activities included impromptu jazz performances, fireworks at Sunrise Mall, SunFest- a summer festival with farmer’s market vendors, entertainment and food. During the Holidays, SMP provided Victorian-costumed carolers and costumed characters to entertain shoppers.
**SACRAMENTO CAPITALS & SMP A GOOD MATCH**

**2002- 2006**

In 2002, the Sacramento Capitals began the first of many seasons of exciting professional tennis in a stadium erected in the parking lot of Sunrise Mall. Fans were entertained by many tennis legends including Andre Agassi, John McEnroe, Martina Navratilova, Anna Kournikova, Serena and Venus Williams. The CAPS Events brought crowds and a huge media spotlight to The District.

- **2002 Champs with help from Andre Agassi**
- **SMP & City host reception with Billie Jean King**
- **CAPS fans are the best FANS**
- **Citrus Heights Rotary**
- **Christi Woodards shows off her style!**
In 2011, the Sacramento Capitals left the Roseville Galleria and returned to Sunrise Mall. More than 40% of attendees shopped or ate prior to attending a match in Sunrise MarketPlace (SMP), spent an average of $71.45 the night of the event in 2012 and 67.03 in 2011. The events generated 16.7 million in non-paid media impressions in 2011.

The Capitals’ 7 matches drew nearly 14,000 visitors each year from across the region.

The team experienced their first ever pre-match sell-outs with Serena Williams and the Bryan Brothers during their second visit to the stadium.
THIRD TERM: 2010-2014

SMP BRINGS OUT THE STARS

In August and September of 2012, the Sunrise MarketPlace Outdoor Pavilion hosted 6 exciting shows. There was not a bad view in the 2,500-seat venue located at Sunrise Mall in Citrus Heights.

“The City of Citrus Heights, the owners of the Sunrise Mall, and all the members of the Sunrise Marketplace Business Improvement District are excellent examples of how to make the best of a recession period. Citrus Heights is one of the few cities with a positive balance sheet!”

JOHN FET, SACRAMENTO BUSINESS JOURNAL (OPINION FEEDBACK)

“The 2,500-capacity Sunrise Marketplace pavilion, which also will hold Sacramento Capitals tennis matches, fills a gap in the Sacramento concert market. Most other venues are significantly smaller or larger. This one seems like the perfect size for a Blondie/Devo sellout.”

- CARLA MEYER, THE SACRAMENTO BEE
After a successful run in 2012, the Sunrise At Night concert series returned in 2013. The Sunrise MarketPlace Outdoor Pavilion hosted an additional two shows for a total of 8 star-studded nights under the stars. The most popular concert? Sail Rock!

The concert series achieved its goals of driving traffic to the District and generating a positive spotlight on Sunrise MarketPlace and the City of Citrus Heights.

“All the concerts have been amazing...not a bad seat in the house, great friendly people, great vendors, clean, and free parking! What more could you ask for?? MORE CONCERTS! SUNRISE MARKETPLACE ROCKS!”

2012 & 2013 Concert Series Attendance: 24,700
2012 & 2013 Concert Series Paid Media Impressions: 25,558,602
2012 & 2013 Concert Series Non-Paid Media Impressions: 49,249,664
On April 30, 2016, Sunrise MarketPlace, Sunrise Mall and Citrus Town Center produced the region’s largest Emergency Preparedness event. More than 1,800 people, 55 emergency preparedness vendors and 60 volunteers came together for this event.

“In the way it has developed and grown over the past few years. The shops are great and the restaurants are a few of my favorite! I also love the way you reach out to the community through Facebook! One-stop shop for the whole family”
Activate new branding look
(Savor Selection, Shop Smart and Stay Connected)

Develop a robust digital presence through social media and a complete website rebuild.
2016

REASONS
1000

TO EAT, DRINK & BE MERRY AT THE SUNRISE MARKETPLACE
Your holiday shopping destination for value, convenience & selection.

TO ENTER VISIT SHOPSMP.COM BETWEEN THIS SEASON AND BE ENTERED TO WIN A $1,000 HOLIDAY SHOPPING SPAE.

Share your reasons online for shopping at Sunrise MarketPlace in Citrus Heights

IN THE DISTRICT
HOME IMPROVEMENT
Start here at Sunrise MarketPlace for all your home improvement project needs.

IN THE DISTRICT
DINING
SHOPSMP.COM FOR ALL DINING OPTIONS IN THE DISTRICT VISIT

HOME COOKING IN THE DISTRICT
OUTDOOR DINING IN THE DISTRICT
INDOOR DINING IN THE DISTRICT

FALL IS HERE

IT IS TIME FOR COMFORT FOOD, SPICED DRINKS AND FOOTBALL. SWEATER SHOPPING WITH FRIENDS AND WARM FIRES...

SUNRISE MARKETPLACE IS HERE

YOU ARE SURE TO FIND ALL YOUR NEEDS HERE IN THE SUNRISE MARKETPLACE.

SHOPSMP.COM SUNRISEMARKETPLACE SUNRISEMRKTPLACE DISCOVERSMP

VISIT SHOPSMP.COM FOR SPECIAL DEALS AND EVENTS

STAY CONNECTED AT FACEBOOK.COM/SUNRISEMARKETPLACE

FATHER'S DAY CONTEST

TECH DAD $50 BEST BUY • $50 GAMESTOP • $50 DIMPLE RECORDS • $50 STAPLES

SPORTY DAD $50 FOOT LOCKER • $50 BIG 5 • $50 MAX NUTRITION • $50 CHAMPS SPORTS

DIY DAD $50 HARBOR FREIGHT • $50 SHERWIN-WILLIAMS • $50 LOWES

WIN BIG

MOTHER'S DAY CONTEST

SHE'S A COOK, A HOUSEKEEPER, A COMPUTER TECH, AN ENTERTAINER, A DRIVER, AN IMPROMPTU BOO-BOO HEALER, AND MAY EVEN HAVE A SECOND JOB TO BOOT. FOR ALL THAT MOM DOES, LET US HELP YOU SHOW HER HOW MUCH SHE MEANS TO YOU WITH A MOTHER'S DAY GIFT CARD BASKET FEATURING:

$25 SEPHORA • $25 SANCTUARY SALON & SPA • $25 STEIN MART • $25 TARGET • $25 STARBUCKS

MEMORIAL DAY CONTEST

WIN BIG

GROCERY STORES TO PICK FROM:

$50 KELLY MOORE PAINTS

FATHER'S DAY CONTEST

APRIL 18 - MAY 9 • FACEBOOK

MOTHER'S DAY CONTEST

APRIL 18 - MAY 9 • FACEBOOK

OUR SOCIAL MEDIA KEEPS YOU CONNECTED TO ALL THAT IS HAPPENING IN THE SUNRISE MARKETPLACE!

2018 ANNUAL REPORT | SUNRISE MARKETPLACE 21
DATE: May 23, 2019

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

FROM: Rhonda Sherman, Community Services Director
       Colleen McDuffee, Planning Manager

SUBJECT: Purchase of Former Sylvan Middle School Property

Summary and Recommendation

The San Juan Unified School District has decided to sell 11.44 acres of land it owns near Sylvan Corners. The property in question previously contained the Sylvan Middle School, which was relocated several years ago to an adjoining property on Auburn Boulevard. Staff recommends the City Council purchase the property in order to better control how the site will eventually be developed (e.g., land uses, design, etc.).

Staff recommends the City Council adopt Resolution No. 2019-____ A Resolution of the City Council of the City of Citrus Heights, California, authorizing:

- The City Manager to execute an Agreement with the San Juan Unified School District for the purchase of a portion of the former Sylvan Middle School property and all other documents necessary in accordance with the Purchase and Sale Agreement to complete the transaction;

- The utilization of $3.47 million from the revolving line of credit for the payment of the purchase price and ancillary expenses;

- Appropriating the revolving line of credit proceeds in the Fiscal Year 2019/2020 Budget; and

- The City Manager to take such actions as are reasonably necessary to carry out the intent of the City Council.
Fiscal Impact

The purchase price of the property is $3.43 million dollars. Staff anticipates an additional $47,000 in expenses (legal, closing costs, pre-purchase studies and fencing) as well as interest costs of approximately $396,000. The city intends to utilize its Revolving Line of Credit for the purchase of the property. When the property is sold, the proceeds will be utilized to pay down the revolving line of credit balance.

Background and Analysis

In 2017, the former Sylvan Middle School was demolished. The San Juan Unified School District (SJUSD) subsequently declared an 11.44 acre portion of the property as surplus. In 2018, the city and SJUSD jointly paid for the preparation of an appraisal. This appraisal, by Valbridge Property Advisors, valued the 11.44 acre property at $3,430,000. The 11.44 acre portion of the property is shown below, outlined in red:

The property in question anchors one quadrant of Sylvan Corners, an intersection the city has long-recognized as being an important economic and social focus of the community. Soon after incorporation, the city prepared a redevelopment concept plan for the corner, which noted that successful transformation of Sylvan Corners would require a proactive public sector partner. This concept plan was the cornerstone for the intersection beautification project which later occurred. The city’s investment in the entire Auburn Corridor began with the Sylvan Corners intersection improvements.
Recognizing the eventual development of this site will have a crucial impact on the city’s investment in Sylvan Corners and the entire Auburn Boulevard corridor, staff recommends that the City Council authorize the purchase of this property. Purchasing the property increases the city’s ability to control how the site will eventually develop.

**Agreement for Purchase**

A copy of the proposed Agreement for Purchase is attached. Key components of the Agreement include the following:

- An initial deposit of $100,000 is required within 5 days of both parties signing the agreement. This will initiate a 60-day feasibility period.

- During the 60-day feasibility period, the city can review the property and conduct any geological, environmental, engineering or other inspections. The city can terminate the agreement for any reason during the 60-day feasibility period and receive the return of its deposit except for any costs of escrow.

- An additional deposit of $50,000 is required at the end of the feasibility period.

- Within 30 days after the end of the feasibility period, the city shall deposit $3.28 million into the escrow account to complete the purchase of the property.

**CEQA**

The city has not made any decisions regarding how this property will ultimately be developed. For this reason, the purchase of the property is not considered a “project” under the California Environmental Quality Act.

**Attachment:**

1. Resolution Authorizing City Manager to execute Purchase Agreement

   *Exhibit A: Purchase Agreement
     * Exhibit A-1: Legal Description of Property
     * Exhibit A-2: Property Map
   * Exhibit B: Form of Grant Deed
   * Exhibit C: Form of Certificate of Acceptance of Grant Deed
RESOLUTION NO. 2019 - _______


WHEREAS, the City of Citrus Heights prepared the Sylvan Corners Redevelopment Concept Plan in 2001;

WHEREAS, the City of Citrus Heights adopted The Auburn Boulevard Plan – Reinventing the Auburn Boulevard Corridor in February 2005;

WHEREAS, the City of Citrus Heights has invested significantly in public improvements at Sylvan Corners and along the Auburn Boulevard Corridor;

WHEREAS, the San Juan Unified School District has declared the former Sylvan Middle School property as surplus and intends to dispose of the property;

WHEREAS, an appraisal for the property has been prepared by Valbridge Property Advisors, a nationally recognized firm, that has valued the 11.44 acre property at $3,430,000;

WHEREAS, the City Council believes it is in the best interests of the city to maximize control over how this land is ultimately developed; and

WHEREAS, an agreement for the purchase of the property between the San Juan Unified School District and the city has been prepared and is attached at Exhibit A-1.

NOW, THEREFORE, BE IT RESOLVED that the Citrus Heights City Council hereby authorizes:

- The City Manager to execute an Agreement with the San Juan Unified School District for the purchase of a portion of the former Sylvan Middle School property and all other documents necessary pursuant to the Purchase and Sale Agreement necessary to complete the acquisition of the property;
• The utilization of $3,470,000 from the revolving line of credit ($3,430,000 purchase price and an anticipated $47,000 in ancillary costs);

• Appropriating the revolving line of credit proceeds in the Fiscal Year 2019/2020 Budget; and

• The City Manager to take such other actions as may be reasonably necessary to carry out the intent of the City Council on this matter.

PASSED AND ADOPTED by the City Council of the City of Citrus Heights, California, this 23rd day of May 2019, by the following roll call vote:

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

_____________________________________
Jeannie Bruins, Mayor

ATTEST:

_____________________________________
Amy Van, City Clerk

Attachment:
*Exhibit A: Purchase Agreement
  * Exhibit A-1: Legal Description of Property
  * Exhibit A-2: Property Map
* Exhibit B: Form of Grant Deed
* Exhibit C: Form of Certificate of Acceptance of Grant Deed
AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND JOINT ESCROW INSTRUCTIONS BETWEEN THE
CITY OF CIRTRUS HEIGHTS AND SAN JUAN UNIFIED SCHOOL DISTRICT

This Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (“Agreement”) is entered into as of ______________________, 20__ (“Effective Date”) between San Juan Unified School District, a California public school district, (“Seller”), and the City of Citrus Heights, a municipal corporation (“Buyer”). Buyer and Seller may also be referred to in this Agreement singularly as a “Party” and collectively as the “Parties.”

RECITALS

A. Seller is the fee owner of approximately 11.44 acres of real property, commonly known as the Sylvan Middle School Property, located at 7137 Auburn Boulevard, Citrus Heights, CA, APN # 211-0020-002 (the “Sylvan Site”).

B. Buyer proposes to purchase the Sylvan Site, as further described in Exhibit A-1 and Exhibit A-2, attached hereto and incorporated herein by this reference (the “Property”), to commence a project that is suitable for the area and furthers the goals and objectives as detailed in Buyer’s Boulevard Plan.

C. After negotiating with Buyer over the course of the past year, Seller has determined that it desires to sell the Property to Buyer.

The Parties therefore agree as follows:

ARTICLE 1
PURCHASE AND SALE

1.1 Purchase and Sale of the Property

Subject to the terms and conditions that follow, Seller shall sell the Property to Buyer, and Buyer shall purchase the Property from Seller. The purchase of the Property includes the land and all easements, licenses, and interests owned or held by Seller relating to the Property and shall be sold “AS IS.”

1.2 Purchase Price

(A) The purchase price of the Property shall be Three Million Four Hundred Thirty Thousand Dollars and 00/100 Cents ($3,430,000.00) (“Purchase Price”). The Purchase Price has been determined based on an appraisal of the Property prepared by Valbridge Property Advisors that determined the fair market value of the Property based on the square footage of the Property. In the event that a survey obtained by the Buyer shows that the Property is more or less than 11.44
acres, the Purchase Price shall be proportionately changed based on the actual square footage of the Property.

(B) Buyer will pay the Purchase Price to Seller, through the escrow (“Escrow”) created with Placer Title Company (“Escrow Holder” or “Title Company”), on the following terms and conditions:

(1) Escrow shall be opened at the Escrow Holder at the address specified in Article 5 below.

(2) Title to the Property shall be conveyed by the Seller to the Buyer by a fully executed and notarized grant deed for the Property (“Grant Deed”) in the form attached as Exhibit B and shall be conveyed pursuant to a lot line adjustment approved by the City making the Property a separate parcel. Buyer shall accept the Grant Deed using the Certificate of Acceptance in the form attached as Exhibit C. The original of the Grant Deed for the Property shall be deposited in Escrow by Seller.

(3) The Buyer shall have approved the “Preliminary Title Report” (as hereinafter defined) for the Property and any exceptions stated therein pursuant to the terms of this Agreement.

1.3 Deposits

No later than five (5) business days after signature and ratification of the Agreement by the Parties, the Buyer shall deposit into Escrow, as a refundable deposit, an amount of One Hundred Thousand dollars ($100,000.00) (“Initial Deposit”). At the end of the Feasibility Period, as defined below, Buyer shall deposit an additional Fifty Thousand dollars ($50,000.00) (the “Additional Deposit”) into Escrow. The Initial Deposit and Additional Deposit shall both be credited to the total Purchase Price. The Initial Deposit and the Additional Deposit shall be released at the Close of Escrow, unless this Agreement is terminated prior to Close of Escrow, in which case the Initial Deposit and the Additional Deposit shall be disbursed as set forth in this Agreement.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Seller’s Representations and Warranties

Seller represents and warrants to the Buyer as of the date of this Agreement, which representations and warranties shall continue to be true and correct for the term of this Agreement and as of the Close of Escrow, as follows:

(A) No Commitments or Agreements

Except as specifically disclosed to Buyer in writing or otherwise known to the best knowledge of Buyer, Seller has made no written commitments or agreements
materially and adversely affecting the Property, or any part thereof, or any interest therein, which will survive the Close of Escrow.

(B) Liens

Except as specifically disclosed to Buyer in writing or otherwise known to the best knowledge of Buyer, to the best of Seller’s knowledge, there are no mechanics’, materialmen’s or similar claims or liens presently claimed or which will be claimed against the Property for work performed or commenced for Seller or on Seller’s behalf.

(C) Rights of Possession

Except as specifically disclosed to Buyer in writing or otherwise known to the best knowledge of Buyer, there are not as of the date of this Agreement, nor will there be as of the Close of Escrow, any written or oral leases or contractual right or option to lease, purchase, or otherwise enjoy possession, rights or interest of any nature in and to the Property and no persons shall have any right of possession to the Property as of the Close of Escrow or at any time thereof.

(D) Ownership and Encumbrances

Seller has not and shall not, prior to Close of Escrow without the prior written consent of Buyer, which consent may be given or denied in Buyer’s absolute discretion, enter into any lien, encumbrance, easement or license agreement, or any other agreement permitting others to use the Property, or any portion thereof, or convey any part of the Property.

(E) Full Power and Authority

Neither this Agreement nor anything provided to be done hereunder including the transfer of title to the Property to Buyer violates or shall violate any contract, agreement or instrument to which Seller is a party. Seller has the full power and authority to enter into this Agreement and consummate the transaction contemplated hereby. The execution, delivery and performance of this Agreement has been duly and validly authorized by Seller upon approval by Seller’s Board of Trustees, and no other action by Seller is requisite to the valid and binding execution, delivery, and performance of this Agreement by Seller. Seller is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

(F) Litigation

Except as specifically disclosed to Buyer in writing, or otherwise known to the best of Seller’s knowledge, there are no actions, suits, claims or legal or other proceedings pending (based upon proper service of process having been
accomplished) or, to the best of Seller’s knowledge, threatened against Seller, which could materially adversely affect Seller’s ability to consummate this transaction and to convey the Property to the Buyer.

(G) **Reports**

To the best of Seller’s knowledge, Seller has made available to the Buyer all third party professional reports within its possession concerning the Property.

(H) **Environmental Laws/Hazardous Materials**

Except as disclosed in writing by Seller and except for petroleum products used in automobiles and equipment, to the best of Seller’s knowledge: (i) there has been no production, storage or disposal on the Property of any Hazardous Material (as defined below) by Seller or, to the best of Seller’s knowledge, by any previous owner or tenant of the Property; (ii) Hazardous Materials have not been dumped, buried, leaked, or otherwise released upon, in or under Property or allowed to pass on, under or through the Property at any time during or prior to Seller’s ownership of the Property; (iii) Seller has complied with all laws, regulations, and ordinances (“Environmental Laws”) relating to the use of all Hazardous Materials used on the Property; (iv) there is no proceeding or inquiry by any federal, state or local governmental agency with respect to the use, production, storage, release or migration of Hazardous Materials on, through or across the Property; and (v) there is no contamination of Hazardous Materials on, at, about, or within the Property, except as has been identified through Buyer’s environmental site assessment work. “Hazardous Material” means any hazardous or toxic substance, material or waste that is: (i) regulated by any governmental authority, the State of California or the United States; (ii) defined as an “acutely hazardous waste,” “extremely hazardous waste,” “hazardous waste,” or “waste” under Sections 25110.02, 25115, 25117, or 25124 of the California Health and Safety Code, or listed pursuant to Sections 25141 and 25141.5 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control); (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code Division 20 Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos; (vii) listed under Chapter 10 Division 4.5 of Title 22 or defined as hazardous or extremely hazardous pursuant to Division 21.5 of Title 26 of the California Code of Regulations; (viii) designated as a “hazardous waste” pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; (ix) defined as a “hazardous substance” pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq.; (x) any flammable substances or explosives; or (xi) any radioactive material.
(I) *Notices*

To the best of Seller’s knowledge, the Seller has made all disclosures, including any natural hazard disclosures known to Seller, and provided all notices to Buyer which are required by Section 25359.7 of the California Health and Safety Code.

(J) *Compliance with Law*

Seller has not received any written notice stating that the Property violates any federal, state, municipal and other governmental statutes, ordinances, bylaws, rules, regulations or any other legal requirements and which have not been cured.

(K) *Best Knowledge*

For purposes of this Section 2.1, the phrase “best of Seller’s knowledge” means the actual knowledge of Frank Camarda, acting in his representative capacity, on behalf of, and for, the Seller only, after reasonable and diligent inquiry and investigation.

(L) To the best of Seller’s knowledge, Seller is not in default of any of its obligations or liabilities pertaining to the Property, nor are there any existing facts, circumstances, conditions, or events that would constitute or result in any default on the giving of notice, the passage of time, or both.

(M) Seller has not:

1. Made a general assignment for the benefit of creditors;
2. Filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors;
3. Suffered the appointment of a receiver to take possession of all or substantially all of its assets;
4. Suffered the attachment or other judicial seizure of all, or substantially all, of its assets;
5. Admitted in writing its inability to pay its debts as they come due; or
6. Made an offer of settlement, extension, or composition to its creditors generally.

(N) Neither this Agreement, nor anything to be done hereunder, violates or will violate any contract, agreement, or instrument to which Seller is a party, or which to the best of Seller’s knowledge affects the Property. The signature, consent, or acknowledgment of no other person or entity is necessary to validate the signing of this Agreement by Seller or to permit its sale of the Property to Buyer.
If between the Effective Date and the Close of Escrow, Seller becomes aware of facts or circumstances which would make any of Seller's representations or warranties hereunder materially incorrect, including, but not limited to any representations or warranties with respect to Hazardous Materials, whether as of the Effective Date or any time thereafter to the Close of Escrow, Seller shall immediately inform Buyer of the same. Buyer shall have the right to either: (i) terminate this Agreement if such fact or circumstance would have a material and adverse impact on the Property or Buyer’s intended development thereof, such termination being treated as a failure of a condition precedent under Section 3.1, below, or (ii) waive such condition and proceed to Close of Escrow in accordance with this Agreement in which case the representations and warranties of Seller hereunder shall be deemed modified and remade to incorporate such fact or circumstance as an exception thereto.

2.2 Buyer’s Representations and Warranties

(A) No Commitments or Agreements

Except as specifically disclosed to Seller in writing or otherwise known to the best of Seller’s knowledge, Buyer has made no written commitments to or agreements with any governmental authority or agency materially and adversely affecting the Property, or any part thereof, or any interest therein, which will survive the Close of Escrow.

(B) Ownership and Encumbrances

Buyer shall not, prior to Close of Escrow without the prior written consent of Seller, which consent may be given or denied in Seller’s absolute discretion, enter into any lien, encumbrance, easement or license agreement permitting others to use the Property, or any portion thereof, or convey any part of the Property.

(C) Full Power and Authority

Neither this Agreement nor anything provided to be done hereunder including the transfer of title to the Property to Buyer, violates or shall violate any contract, agreement or instrument to which Buyer is a party. Buyer has the full power and authority to enter into this Agreement and consummate the transaction contemplated hereby. The execution, delivery and performance of this Agreement has been duly and validly authorized by Buyer upon approval by Buyer’s City Council, and no other action by Buyer is requisite to the valid and binding execution, delivery, and performance of this Agreement by Buyer.

(D) Litigation

Except as specifically disclosed to Seller in writing, or otherwise known to the best of Seller’s knowledge, there are no actions or proceedings pending or
threatened against Buyer, which does or will materially adversely affect Buyer’s ability to consummate this transaction and to acquire the Property from the Seller.

(E) Change of Representation or Warranty

In the event Buyer acquires knowledge that any such representation or warranty is no longer accurate, Buyer shall immediately advise Seller of same.

(F) Best Knowledge

For purposes of this Section 2.2, the phrase “best of Buyer’s knowledge” means the actual knowledge of City Manager, Christopher W. Boyd, acting in his representative capacity, on behalf of, and for, the Buyer only, without any independent investigation having been made, and not based on any implied, imputed or constructive knowledge of Buyer, including all of its officers and directors.

ARTICLE 3
CONDITIONS PRECEDENT

3.1 Conditions Precedent to Closing of Escrow

The obligation of the Buyer and the Seller to complete this transaction pursuant to this Agreement is subject to the satisfaction, at or before the Close of Escrow, of the conditions contained herein. The Buyer and the Seller agree that each will, in good faith, endeavor to remove all said contingencies and conditions that are within its control. The following are conditions precedent to the Close of Escrow:

(A) The Buyer must pay the Purchase Price to the Seller by depositing sufficient funds with the Escrow Holder in advance of the time necessary to close escrow pursuant to Section 4.3 of this Agreement;

(B) Prior to the “Closing Date” (as hereinafter defined), the Parties will deposit with the Escrow Holder the title insurance and escrow closing costs for which they are responsible. The Escrow Holder will place all sums deposited into an Escrow account;

(C) The Title Company will be prepared to issue the “Title Policy” (as hereinafter defined) in the name of the Buyer for marketable title, free of restrictions, liens, and encumbrances except for those restrictions, liens, and encumbrances specifically allowed by Section 4.4 below, or otherwise approved in writing by the Buyer;

(D) Buyer’s City Council shall have approved this Agreement;

(E) Seller’s Board of Trustees shall have approved this Agreement;
(F) Escrow must not have been canceled or this Agreement terminated;

(G) The Buyer’s and the Seller’s covenants, representations, and warranties shown above are true as of the Close of Escrow; and

(H) Seller and Buyer must not be in breach or default of any of their respective obligations under this Agreement.

ARTICLE 4
ESCROW PROVISIONS

4.1 Escrow, Escrow Holder, and Opening of Escrow

Buyer’s delivery to Escrow Holder of a fully executed original of this Agreement constitutes the opening of Escrow.

4.2 Escrow Instructions

The Parties shall provide a copy of this Agreement, supplemental escrow instructions, signed by both Parties, and any other document necessary to consummate the purchase of the Property and to close escrow as contemplated by this Agreement to the Escrow Holder.

4.3 Close of Escrow

Escrow for the Property shall close upon the recordation of the Grant Deed in accordance with the terms and conditions hereof (“Close of Escrow” or “Closing Date” or “Closing”). Escrow will close on or before thirty (30) calendar days after the expiration of the Feasibility Period, as such period may be extended pursuant to Section 4.6, if Buyer gives the Approval Notice, unless otherwise extended by mutual written agreement between the Buyer and Seller or Buyer elects an escrow extension. Any extension of the Close of Escrow shall not be effective unless and until a fully executed (by Buyer and Seller) original of any such written extension is provided to the Escrow Holder. In any event, the Close of Escrow shall only occur after all conditions set forth in this Agreement have been satisfied or waived.

4.4 Preliminary and Supplemental Title Reports

Within five (5) calendar days following the Effective Date, Seller must instruct Escrow Holder to obtain and provide Buyer with a preliminary title report with respect to the Property (“Preliminary Title Report”), together with copies of the instruments underlying all exceptions that are referred to in the Preliminary Title Report (collectively, the “Title Documents”). Buyer may review and approve the Preliminary Title Report and the Title Documents for a period of thirty (30) calendar days following Buyer’s receipt of the Title Documents (“Title Review Period”). If Buyer is not satisfied with the Preliminary Title Report and the Title Documents, Buyer shall inform Seller, by a writing delivered to
Seller indicating any deficiencies, and Seller shall have ten (10) calendar days to cure such deficiencies (“Cure Period”). If Buyer fails to disapprove any item in the Preliminary Title Report by a writing delivered to Seller and Escrow Holder by the expiration of the Title Review Period or within five (5) calendar days after Seller cures any deficiencies, then Buyer will be conclusively considered to have approved the item. If Seller fails to cure any deficiencies, Buyer may elect to either proceed with the Closing in which event Buyer shall take title to the Property subject to any of the uncured deficiencies, or to terminate this Agreement by providing the Seller with written notice of such termination in which event the Initial Deposit shall be returned to the Buyer.

4.5 Condition of Title

At the expiration of the Title Review Period or the Cure Period, if applicable, all matters contained in the Title Documents that Buyer has approved, or is considered to have approved, are “Permitted Exceptions.”

Seller must convey the Property to Buyer in fee simple title, which must be, except for the Permitted Exceptions, free and clear of all known mortgages, liens, charges, encumbrances, encroachments, easements, conditions, exception, assessments, taxes, or other defects in title.

4.6 Feasibility Period

Buyer shall have a period of sixty (60) calendar days after, but not including, the Effective Date (“Feasibility Period”) to review the condition of the Property and to conduct any and all appropriate geological, environmental, engineering, safety and other inspections it determines necessary, including but not limited to testing related to Buyer’s environmental review of the Property, including any testing recommended by the Phase 1 Environmental Report obtained by the Buyer as part of a Phase II. The Feasibility Period may be extended by mutual written agreement between the parties. Buyer’s obligation to purchase the Property is conditioned upon the satisfaction of the following prior to the expiration of the Feasibility Period:

(A) Buyer’s approval of and satisfaction in its sole discretion with the physical condition of the Property and all tests, inspections, and studies to be conducted by or on behalf of Buyer, including, without limitation, any environmental assessments.

(B) Buyer’s determination in its sole discretion that the Property is suitable for Buyer’s intended uses.

Buyer shall have the right, for any reason or no reason, during the Feasibility Period, to terminate this Agreement and receive a return of the Initial Deposit. If Buyer fails to give Seller a written notice approving the Property (“Approval Notice”), on or prior to the expiration of the Feasibility Period, then this Agreement will automatically terminate and the Initial Deposit shall be returned immediately to Buyer.
(C) Buyer shall provide information to Seller regarding all reports, studies and documents related to the Property which are generated as a result of any testing, inspections or studies conducting during the Feasibility Period, including the name of the preparers of such reports.

4.7 **Escrow Closing Costs**

(A) Seller shall pay the costs associated with this transaction as follows:

1. Any documentary transfer tax imposed by the County.
2. All special taxes or assessments for the period prior to the Closing Date.
3. Three and one-half percent (3.5%) of the Purchase Price for the cost of Seller’s broker’s commission related to Seller’s broker, 3D Strategies, Inc.

(B) Buyer shall pay the costs associated with this transaction as follows:

1. The cost of a standard form CLTA (California Land Title Association) title insurance policy issued by the Escrow Holder as the “Title Insurer,” and covering the Property for the Purchase Price and any endorsements ordered by Buyer (“Title Policy”).
2. The Escrow Holder’s fees and other closing costs not specifically attributable to Seller in Section 4.6(A).
3. Any recording fees or documentary transfer tax imposed by the County, or portion thereof for which the Seller is otherwise exempt.
4. All special taxes or assessments (including any escaped assessments) which are attributable for the period after to the Closing Date.

4.8 **Obligations of Buyer**

If all of the conditions precedent have been met or waived and Buyer has delivered an Approval Notice, then by Close of Escrow, Buyer must deposit with Escrow Holder, in immediately available funds, the Purchase Price minus any Initial or Additional Deposit previously deposited with the Escrow Holder plus all other amounts for which Buyer is responsible. Buyer must deposit a Certificate of Acceptance meeting the requirements of California Government Code Section 27281. Buyer must also deposit a Preliminary Change of Ownership Statement, if required.

4.9 **Obligations of Seller**

In addition to fulfilling any other obligations required by this Agreement, by Close of Escrow, Seller must deposit into Escrow:
(A) The Grant Deed in recordable form and duly signed and acknowledged by Seller;

(B) All sums necessary to deliver free and clear title subject only to the Permitted Exceptions;

(C) Documents reasonably required of Seller by Escrow Holder to carry out Close of Escrow. By the Close of Escrow, Seller must sign and deposit with Escrow Holder an original California Form 593-C and Certification of Non-Foreign Status (FIRPTA Certificate); and

(D) Such proof of Seller’s authority and authorization to enter into this transaction as the Title Company may reasonably require in order to issue the Title Policy.

4.10 Pro Forma Title Report & Estimated Closing Statement

The Escrow Holder must request from the Title Company a “Pro Forma Title Policy” at least twenty (20) calendar days before the Close of Escrow and must deliver it to Buyer for Buyer’s approval before the Close of Escrow. The Escrow Holder must deliver to the Buyer and Seller an estimate of Closing Costs at least twenty (20) calendar days before the Close of Escrow.

4.11 Title Policy

Escrow Holder must deliver to Buyer, through Escrow, a CLTA owner’s standard policy of title insurance insuring Buyer as fee owner of the Property, subject only to the usual printed title company exceptions and the Permitted Exceptions, in an amount equal to the Purchase Price, issued by Title Company and dated as of the Close of Escrow with such endorsements as requested by Buyer.

4.12 Recording of Documents and Delivery of Funds

On receipt of the funds and instruments described in this Article 4, and on the satisfaction or waiver of the conditions precedent to Close of Escrow, Escrow Holder must:

(A) Cause the Grant Deed and other documents as specified in this Agreement to be recorded in the Office of the County Recorder of the County of Sacramento, California;

(B) Disburse to Seller the cash portion of the Purchase Price, less any Deposits withdrawn by the Seller during the Escrow, less any Closing Costs owed by Seller under this Agreement, plus any interest earned on the Deposit;

(C) Deliver conformed copies of the Grant Deed and all other appropriate documents to Buyer and Seller on Close of Escrow; and

(D) Deliver an original of the FIRPTA Certificate to Buyer and Seller on Close of Escrow.
4.13 Cancellation of Escrow and Default

(A) Default.

If either party should fail to timely perform its obligations under this Agreement the other Party may give written notice of the failure to perform (“Default”), which notice shall specify the Default and provide the defaulting party with ten (10) days to cure such Default or if such Default cannot be cured within such period to commence and to diligently pursue cure of the Default. Failure to cure a Default, or when applicable to diligently pursue cure of the Default, within the time set forth above shall be considered an “Event of Default.”

(B) Escrow Cancellation Charges

If Escrow fails to close because of an Event of Default of either Party and through no fault of the non-defaulting Party, the defaulting Party shall be liable for all Escrow cancellation charges. If Escrow fails to close for any other reason, then Buyer and Seller will equally split all Escrow cancellation charges. Except as set forth in subsection (C) below, in no event shall either Party be entitled to damages as a result of a Default by the other Party.

(C) Liquidated Damages

If Buyer causes an Event of Default in the performance of this Agreement, the Parties agree that Seller shall be released from any obligation to sell the Property to Buyer and may retain, as liquidated damages fifty percent (50%) of the Deposit, then deposited into Escrow, copies of all reports, surveys, planning documents, and all environmental and CEQA (California Environmental Quality Act) documents and other documents related to the use of the Property, provided, however, Seller may only rely upon such reports, studies and documents if Seller obtains written permission from the preparers of such reports, studies and documents. Seller agrees that such materials are reasonable compensation for what Seller’s damages would be in the Event of a Default by Buyer. Upon cancellation by either Party due to the Event of Default by the Buyer, Escrow Holder shall disburse to Seller fifty percent (50%) of the Deposit in the Escrow Account, with the remainder of this Deposit (minus Escrow cancellation charges) returned to Buyer.

Initialed by Buyer: ____________ Initialed by Seller: ____________

4.14 Signing of Other Documents; Compliance with Regulations

The Parties will do all things and sign all documents that are reasonably necessary for Close of Escrow to occur. Furthermore, the Parties will comply at their own expense with all applicable laws and governmental regulations required for Close of Escrow to occur, including, but not limited to, any required filings with governmental authorities. On behalf of Buyer, the City Manager shall have authority to execute all documents
necessary to close escrow. On behalf of Seller, the Assistant Superintendent Facilities & Transportation shall have authority to execute all documents necessary to close escrow.

ARTICLE 5
NOTICES

5.1 Notices

All notices under this Agreement must be in writing. All notices must be sent with postage fully prepaid and be addressed to the respective Parties as set forth below or to other addresses and persons as the Parties may designate by written notice to the other Parties. The Notices will be effective:

(A) When personally delivered by the other Party or messenger or courier of the other Party;

(B) Three (3) business days after deposit in the United States mail, registered or certified;

(C) The first business day following twenty four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or

(D) The first business day upon receipt of an email or fax transmission, if a hard copy of the transmission is thereafter delivered in one of the methods described in (A) through (C) above. However, emails or facsimiles sent after 5:00 p.m. PST, or PDT as applicable, are considered to have been sent the next business day.

If to Seller:

San Juan Unified School District
Attn: Frank Camarda
Assistant Superintendent of Operations, Facilities, and Transportation
3738 Walnut Ave
Carmichael, CA 95608
Telephone: (916) 971-7700
Email: Frank.Camarda@sanjuan.edu

with copy to:

Lozano Smith, LLP
Attn: Megan Macy
One Capitol Mall, Suite 640
Sacramento, California 95814
Telephone: (916) 329-7433
Email: mmacy@lozanosmith.com
If to Buyer:

City of Citrus Heights  
Attn: Rhonda Sherman  
6360 Fountain Square Drive  
Citrus Heights, California 95621  
Telephone: (916) 727-4702  
Email: rsherman@citrusheights.net

with a copy to:

Goldfarb & Lipman LLP  
1300 Clay Street, 11th Floor  
Oakland, CA 94612  
Telephone: (510) 836-6336  
Email: Ktiedemann@goldfarblipman.com

If to Escrow Holder:

Placer Title Company  
11707 Fair Oaks Blvd., Suite 100  
Fair Oaks, California 95628  
Telephone: (916) 966-8934

ARTICLE 6  
ACCESS TO PROPERTY AND INDEMNIFICATION

6.1 License

Seller grants Buyer a license to access the Property during the term of this Agreement to investigate the Property. Buyer shall provide Seller twenty-four hours’ notice prior to accessing the Property and shall notify the Seller, in writing, if it intends to conduct any testing on the Property.

6.2 Indemnity and Insurance

The Buyer shall indemnify, defend by counsel reasonably acceptable to Seller, and hold Seller, its governing board and employees harmless from and against any and all costs, expenses, claims, demands, losses, injuries or liens, (including, without limitation, mechanics' liens) including reasonable attorneys' fees, arising from or in any fashion related to the entry and conduct by the Buyer, its representatives, employees or invitees on the Property relating to any testing or investigations of the Property except with respect to any loss or liability incurred by Seller resulting from the mere discovery by the Buyer of the presence of hazardous materials at the Property or the existence of other defects with respect to the Property, except to the extent resulting from, arising from or
occasioned in whole or in part by any negligence or willful misconduct of Seller, its board members, officers, agents, broker, and/or employees. The provisions of this Section shall survive the termination of this Agreement.

6.3 Testing

In the event Buyer performs testing or destructive investigation of the Property, Buyer shall be responsible for returning the Property to the condition existing prior to Buyer’s access to and testing and investigation of the Property.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Entire Agreement, Waivers, and Amendments

This Agreement supersedes all negotiations and previous agreements between the Parties related to the purchase and sale of the Property. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by both Parties.

7.2 Exhibits

Exhibits “A-1,” “A-2,” and “B,” attached to this Agreement are made a part of this Agreement by this reference. The Exhibits are as follows:

“A-1” - LEGAL DESCRIPTION OF LAND
“A-2” - MAP DEPICTING LAND
“B” - GRANT DEED
“C” - PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE

7.3 Effect of Recitals

The Recitals shown above are considered true and are binding on Seller and Buyer.

7.4 Section References

Any reference to any Section of this Agreement cited without a decimal includes all Sections following the cited Section. For example, a reference to Section 5 includes 5.1, 5.1(a), et seq.

7.5 Commissions or Brokerage Fees

Brokerage fees shall be three and one-half percent (3.5%) of the Purchase Price. Seller shall be responsible for three and one-half percent (3.5%) of brokerage fees related to this
Agreement as set forth in Section 4.7, which 3.5% brokerage fee of the Seller shall be paid out of the Purchase Price at the Close of Escrow.

7.6 Dispute Resolution

If a dispute arises relating to the interpretation of, enforcement of or compliance with the terms of this Agreement, the Seller and the Buyer shall first attempt to resolve such dispute through informal discussions or negotiations. Any Party may convene such discussions by written notice, and shall reasonably accommodate the other Party with respect to scheduling. If the dispute is not resolved in this manner within thirty (30) calendar days following the written notice, it may be referred to mediation upon the request of either Party for a period not to exceed an additional sixty (60) calendar days. This dispute resolution process shall be undertaken in good faith and exhausted prior to judicial review. However, compliance with this process does not waive any Party’s obligation to comply with, or right to assert as a defense, any applicable statute of limitations. The Parties shall agree in writing to toll any applicable statute of limitations for such period as may reasonably be necessary to complete the dispute resolution process. The cost of such proceeding shall initially be borne equally by the Parties.

7.7 Attorney’s Fees and Costs

In the event of any legal proceeding arising out of or relating to this Agreement, the Parties hereto shall bear their own attorneys’ fees and costs.

7.8 Third-Party Beneficiaries

This Agreement confers no rights on any party except the signatories to this Agreement.

7.9 Binding on Heirs

This Agreement is binding on the Parties hereto and their respective heirs or representatives, and their permitted transferees, successors, and assigns.

7.10 Assignment

Neither Party shall have the right to transfer or assign any of its rights or obligations under this Agreement.

7.11 Obligations Survive Close of Escrow

All obligations to be performed at a time after the Close of Escrow, whether specifically referred to as surviving the Close of Escrow or not, and all covenants, representations and warranties of the Parties, will survive the Close of Escrow.
7.12 **Severability**

If a court of competent jurisdiction holds any provision in this Agreement to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired in any way.

7.13 **Governing Law**

This Agreement must be construed according to its fair meaning and as if prepared by both Buyer and Seller. This Agreement must be construed in accordance with the laws of the State of California in effect on the Effective Date. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento.

7.14 **Time is of the Essence**

Time is of the essence in this Agreement.

7.15 **Casualty or Condemnation**

If, prior to Close of Escrow, the Seller becomes aware that all or any material portion of the Property has been destroyed, substantially damaged, or subjected to a threat of condemnation, or has become the subject of any proceedings, judicial, administrative, or otherwise with respect to a taking by eminent domain or condemnation, then the Seller shall promptly give the Buyer notice thereof and grant the Buyer immediate physical access to inspect any damage and the Buyer, at its sole option, may, within ten (10) days following such notification elect to terminate this Agreement by giving the Seller written notice thereof, in which event the Parties shall be relieved and released of and from any further duties, obligations, rights, or liabilities hereunder and the Deposit shall be released to the Buyer. For the purposes of this Section, the term "material portion" refers to twenty (20%) or more of the usable and buildable square footage of the Property. If the Buyer chooses not to terminate this Agreement and elects to complete the transaction contemplated hereunder, then this Agreement shall remain in full force and effect and the transfer of the Property, less any portion taken by eminent domain or condemnation, shall be consummated as contemplated by this Agreement, with such adjustment in the Purchase Price as shall be mutually agreed upon by the Parties, provided, however, in the event that the Parties cannot mutually agree on the amount of the adjustment in the Purchase Price within sixty (60) days of such damage, then the Seller shall be entitled to terminate this Agreement by giving written notice to the Buyer setting forth that this Agreement is terminated pursuant to this section. In the event this Agreement is terminated pursuant to this Section, then (1) the Seller shall have no obligation to convey any portion of the Property, or any other interest in the Property to the Buyer; (2) the Seller shall have no further obligation or duty under this Agreement (except for any provisions that expressly survive the termination of this Agreement); and (3) the Deposit shall be returned to the Buyer. If this Agreement is not terminated pursuant to this Section at the Close of Escrow, the Seller shall transfer to the Buyer all of its right, title,
and interest in and to any insurance proceeds, if any, resulting from any casualty or any
awards that have been or may thereafter be made for any taking or condemnation.

7.16 Headings

Headings at the beginning of each Article and Section are solely for the convenience of
the Parties and must not to be construed as enlarging or limiting the language following
the headings.

7.17 Nondiscrimination

Buyer and Seller must not discriminate against any person because of race, color,
religion, sex, marital status, national origin, or ancestry in the performance of their
respective obligations under this Agreement.

7.18 Rights and Remedies are Cumulative

Unless stated otherwise in this Agreement, the rights and remedies of the Parties are
cumulative. A Party’s exercise of any of its right or remedies will not preclude its
exercise, at the same or at different times, of any other rights or remedies for the same, or
any other default.

7.19 Cooperation

At Buyer’s request, Seller must provide Buyer copies of all planning, engineering,
architectural and other project documents, and all modifications to those documents,
relating to the Property.

7.20 Possession of Property

The Parties agree that Buyer may take possession of the Property for all purposes
immediately following the Close of Escrow.

7.21 Business Days and Calendar Days

In this Agreement; “business days” means days other than Saturdays, Sundays, and
federal and state legal holidays and “calendar days” means all days in a month, including
Saturdays, Sundays, and federal and state legal holidays. If the time for performance of
an obligation under this Agreement falls on other than a business day, the time for
performance shall be extended to the next business day.

7.22 Force Majeure

No Party shall be deemed to be in default where failure or delay in the performance of
any of its obligations under this Agreement is caused by floods, earthquakes, other acts of
God, fires, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties
beyond a Party’s control, shortage of materials, prohibitory court actions (such as
restraining orders or injunctions) or other causes beyond a Party’s control. If any such events shall occur, the time for performance by any Party of its obligations hereunder shall be extended for the period of time that such events prevented such performance.

7.23 **Broker**

Buyer represents and warrants to Seller that Buyer has not incurred, and shall not have incurred as of the Close of Escrow, any liability for the payment of any brokerage fee or commission in connection with the transaction contemplated in this Agreement. Seller represents and warrants to Buyer that Seller has not incurred, and shall not have incurred as of the Close of Escrow, any liability for the payment of any brokerage fee or commission in connection with the transaction contemplated in this Agreement, other than to 3D Strategies, Inc. Seller and Buyer hereby agree to defend, indemnify and hold harmless the other from and against any and all claims of any other person claiming a brokerage fee or commission through the indemnifying party. The provisions of this Section 7.23 shall survive the Close of Escrow or termination of this Agreement.

7.24 **Effective Date.**

This Agreement shall only be effective and the Effective Date shall only occur after both the City Council of the City of Citrus Heights and the Board of Trustees for the San Juan School District have approved this Agreement and the Agreement has been executed by both parties.

7.25 **Facsimile Signatures**

Signatures delivered by facsimile shall be as binding as originals upon the Parties so signing and delivering, provided that original signatures are provided no later than five (5) business days after delivery of the facsimile signature. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement.

[SIGNATURES ON FOLLOWING PAGE]
SELLER:

SAN JUAN UNIFIED SCHOOL DISTRICT

By ______________________________
President of the Board of Trustees of the San Juan Unified School District

ATTEST:

By ______________________________
Clerk of the Board of Trustees of the San Juan Unified School District

BUYER:

CITY OF CITRUS HEIGHTS

By ______________________________
Christopher W. Boyd, City Manager

APPROVED AS TO FORM:

By ______________________________
Ruthann Ziegler, City Attorney
ACKNOWLEDGMENT AND ACCEPTANCE

We acknowledge receipt of an original of the foregoing Escrow Instructions and the enclosures listed, and we agree to act as Escrow Holder under the terms and conditions of the instructions.

PLACER TITLE COMPANY

By_______________________________ Dated ________________, 2018

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

STATE OF CALIFORNIA

COUNTY OF __________________

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

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

WITNESS my hand and official seal.

Name: __________________________
Notary Public
STATE OF CALIFORNIA )
) )
COUNTY OF __________________ )

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

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

WITNESS my hand and official seal.

____________________________________
Name:  ______________________________
Notary Public
EXHIBIT “A-1”

LEGAL DESCRIPTION OF PROPERTY

See attached legal description
EXHIBIT A
LEGAL DESCRIPTION
NEW LEGAL DESCRIPTION PARCEL 2 NEW PARCEL
PAGE 1 OF 1

BEING LOCATED IN THE CITY OF CITRUS HEIGHTS AND BEING ALL THAT PORTION OF THE NORTHWEST ONE-
QUARTER (1/4) OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 6 EAST M.D.M.,, AND BEING DESCRIBED AS
FOLLOWS:
ALL OF THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 91 OF SURVEYS AT PAGE 10 ON FILE IN THE OFFICE OF
THE RECORDER, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA;
EXCEPTING THEREFROM THE FOLLOWING
BEGINNING AT THE SOUTHWEST CORNER OF AFORESAID RECORD OF SURVEY SAID POINT BEING ON THE
NORTHERLY RIGHT OF WAY OF AUBURN BOULEVARD.
THENCE FROM SAID POINT OF BEGINNING THE FOLLOWING SIX (6) COURSES:

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

CONTAINING: 496,589.84 SQUARE FEET OR 11.40 ACRES +/-

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

END OF DESCRIPTION

PREPARED BY: WARREN CONSULTING ENGINEERS, INC.
1117 WINDFIELD WAY, STE. 110
EL DORADO HILLS, CA 95762
FEBRUARY 2019
EXHIBIT “A-2”
PROPERTY MAP
(Attached)
EXHIBIT “B”

FORM OF GRANT DEED
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

________________________________

________________________________

________________________________

MAIL TAX STATEMENTS TO:

Same as above

Recording of this document is fee-exempt under Government Code Section 6103. No Documentary Transfer Tax is due on this document pursuant to Revenue and Taxation Code Section 11922.

GRANT DEED

Assessor’s Parcel Number: _________________

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, SAN JUAN UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California (“Grantor”), hereby grants to CITY OF CITRUS HEIGHTS, a municipal corporation (“Grantee”), that certain real property in the County of Sacramento, State of California described in Exhibit A to Grant Deed attached hereto and incorporated herein, together with all buildings and improvements located thereon, subject to any covenants, conditions, restrictions, easements and other matters of record (the “Property”).

In witness whereof, Grantors have caused this Grant Deed to be executed as of the _____ day of _________________, 20___.

B-1
GRANTOR:

SAN JUAN UNIFIED SCHOOL DISTRICT,
a California public school district

By______________________________
Name __________________________
Title ____________________________

By______________________________
Name __________________________
Title ____________________________

MAIL TAX STATEMENTS TO GRANTEE AS SET FORTH ABOVE
EXHIBIT A

TO

GRANT DEED

[LEGAL DESCRIPTION OF PROPERTY]
EXHIBIT “C”

FORM OF CERTIFICATE OF ACCEPTANCE OF GRANT DEED

This is to certify that the interest in real property conveyed by the Grant Deed dated __________, 2019, from SAN JUAN UNIFIED SCHOOL DISTRICT, a California public school district duly organized and existing under the laws of the State of California, to the CITY OF CITRUS HEIGHTS is hereby accepted by the undersigned officer on behalf of the CITY OF CITRUS HEIGHTS pursuant to authority conferred by the California Constitution and California Government Code, and the CITY OF CITRUS HEIGHTS consents to the recordation thereof by its duly authorized officer.

Dated: ___________________________

“BUYER”

CITY OF CITRUS HEIGHTS,
a municipal corporation

By: _________________________________
Name: Christopher W. Boyd
Its: City Manager
DATE: May 23, 2019

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

FROM: Rhonda Sherman, Community Services Director
Colleen McDuffee, Planning Manager
Meghan Huber, Economic Development Manager
Casey Kempenaar, Senior Planner

SUBJECT: An Urgency Ordinance of the City Council of the City of Citrus Heights Establishing a Temporary Moratorium on New Development within the Sunrise Mall Property

Summary and Recommendation

Staff recommends the City Council adopt Urgency Ordinance No. 2019-____ An Urgency Ordinance of the City Council of the City of Citrus Heights establishing a temporary moratorium on development, land use entitlement, subdivisions, and building permits within the Sunrise Mall property, to become effective immediately.

This moratorium is needed in order to protect the public health, safety, and welfare from immediate and irreparable harm while studying and determining how to best address future development of the Sunrise Mall property, consistency of anticipated development proposals with the purposes of existing General Plan provisions, and the orderly and safe revitalization of the Sunrise Mall property.

Fiscal Impact

There is no fiscal impact associated with the moratorium.

Background and Analysis

The Sunrise Mall, which opened in 1971, has been an economic cornerstone of the City of Citrus Heights since incorporation. The Sunrise Mall is a regionally significant commercial center and has repeatedly been the highest generator of sales tax revenue in the city, serving as the anchor of the broader Sunrise MarketPlace commercial district. However, large suburban malls are experiencing sharp declines as increasing online retail sales erode the necessity of an in-person
shopping experience. Consistent with the national trend, the Sunrise Mall is experiencing declining sales and increased vacancy rates.

As of the time of this report, roughly 30% of the Mall is vacant. Sears is closed, Macy’s Women’s store is only utilizing two of its three floors, and overall Mall sales are steadily declining. The gradual and persistent decline in sales, coupled with trends nationally, leads staff to recommend that it is an appropriate time for the City to seriously consider and plan for the eventual redevelopment and revitalization of the Mall property and to adopt a vision to guide the next phase of the Sunrise Mall.

Furthermore, the city is over 98-percent built-out and the Sunrise Mall property represents the single largest opportunity for redevelopment. Sunrise Mall is nearly 100-acres of underutilized land comprised of about 25-acres of structures built in the 1970s and about 75-acres of underutilized parking fields.

Recently, staff received several preliminary inquiries to develop smaller pads along the periphery of the Sunrise Mall property. Each of these inquiries has been independent of each other without evidence of programmatic planning necessary to achieve the orderly and holistic development of the Mall property and address issues such as traffic and circulation, pedestrian and bicycle safety, transit ridership, environmental impacts, infrastructure constraints, and comprehensive land use planning. Aspects of these inquiries also appear to be inconsistent with the following General Plan land use goals:

- **Goal 1:** Ensure quality development by establishing and maintaining an orderly land use pattern
- **Goal 3:** Maintain safe and high-quality neighborhoods
- **Goal 9:** Revitalize and maintain corridors as economically viable and physically attractive
- **Goal 10:** Achieve attractive, inviting, and functional corridors
- **Goal 11:** Maintain and strengthen Sunrise Marketplace as the heart of commercial activity in Citrus Heights
- **Goal 13:** Increase activity in the Sunrise Marketplace through transportation investments that enhance the convenience and safety of driving, riding transit, bicycling, and walking to, from, and within the district
- **Goal 15:** Diversify the local economy to meet the present and future employment, shopping, and service needs of Citrus Heights residents and sustain long-term fiscal health
- **Goal 16:** Make adequate land available for economic development opportunities
- **Goal 18:** Be responsive to changing economic conditions and opportunities
- **Goal 22:** Establish adequate facilities to accommodate public events and cultural activities
Goal 25: Provide adequate sites for a variety of housing opportunities to serve all residents

Goal 29: Plan, design, construct, and manage a Complete Streets transportation network that accommodates the needs of all mobility types, users and ability levels

Staff recommends the Council direct staff to review the city's current General Plan, Municipal Code and Zoning Code provisions and determine the best approach to move forward with development on the mall property. The Community Services Director in conjunction with the Planning Division and the General Services Department shall take steps to conduct a study of the City’s regulations and report back to the City Council within 45 days on approaches or changes necessary to responsibly and safely move forward with development on the Mall property.

Pursuant to Government Code Section 65858, the city may establish a moratorium prohibiting any uses that may be in conflict with a contemplated general plan, specific plan or zoning proposal that the legislative body or the planning department is considering or studying or intends to study within a reasonable time. The City may adopt a moratorium on an urgency basis provided that the City finds that there exists a real and imminent threat to the public health, safety and welfare. Such an immediate threat is evidenced by the development inquiries that frustrate the purpose of a recent General Plan amendment and have the potential to negatively impact the future redevelopment of the Sunrise Mall.

The city receives no property tax revenue. Therefore, sales tax is a significant revenue source, allowing the city to perform key functions such as police services, code enforcement, business license regulation, and other services important to public health, safety and welfare. Continuing revenue decline from the Sunrise Mall, and any frustration of General Plan policies supporting the economic revitalization of the Mall threaten the city’s ability to perform such services, and thus public health, safety and welfare.

Therefore, to allow staff the opportunity to conduct the review referenced above, staff recommends the Council adopt the attached Urgency Ordinance imposing a 45-day moratorium on development, as more fully set forth in the Ordinance. The adoption of the Urgency Ordinance will allow staff the time needed to study and determine the steps necessary to ensure the Sunrise Mall redevelopment is comprehensively planned to protect the ongoing health, safety, and welfare of the community. Passage of the Ordinance requires adoption by at least four-fifths vote of the City Council and shall be in effect for 45 days therefrom unless extended by the city in accordance with Government Code Section 65858.

Prior to the expiration of the 45-day duration, staff will bring forth to Council a recommendation for future land use regulations at the Sunrise Mall consistent with the intent of the existing General Plan and related land use regulations.
Attachment:

1. Ordinance No. 2019-___ An Urgency Ordinance of the City Council of the City of Citrus Heights Establishing a Temporary Moratorium on New Development within the Sunrise Mall Property
ORDINANCE NO. 2019-______________

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF CITRUS HEIGHTS ESTABLISHING A TEMPORARY
MORATORIUM ON DEVELOPMENT, LAND USE ENTITLEMENT,
SUBDIVISIONS, AND BUILDING PERMITS WITHIN THE SUNRISE
MALL PROPERTY, TO BECOME EFFECTIVE IMMEDIATELY

WHEREAS, the City of Citrus Heights has an overriding public health, safety and welfare
interest in planning and regulating the use of land located within the City. Implicit in any plan or
regulation is the city’s interest in maintaining the quality of urban life, the character of the City's
neighborhoods, and the vitality of the local economy;

WHEREAS, pursuant to its police power, which includes the authority to regulate the use
of land, the City has adopted the Citrus Heights General Plan and a comprehensive Zoning Code.
General Plan Chapter 2: Community Development establishes goals and policies that serve to
guide all land use and economic development decisions within the City and promote the public
health, safety, and welfare. The City’s Zoning Code (Municipal Code section 106) regulations
implement the policies of the City's General Plan;

WHEREAS, the General Plan includes several goals and policies that govern future
development and redevelopment along the city’s commercial corridors and, specifically, within
the Sunrise MarketPlace. The Sunrise Mall anchors the Sunrise MarketPlace and is a regionally
significant commercial center that has included three of the city’s largest employers and has
consistently been the highest generator of sales tax revenue in the city. Since 1971 the Mall has
been vitally important to overall social, environmental and economic health of the city and its
residents;

WHEREAS, increasing online retail sales have dramatically impacted the viability of
older suburban malls. Consistent with national trends, the Sunrise Mall is experiencing declining
sales and increased vacancy rates. At this time, approximately thirty percent of Mall stores are
vacant. One Mall anchor tenant has closed, another anchor tenant has downsized its sales floor,
and gross sales have been steadily declining for more than ten years;

WHEREAS, Mall ownership has become unstable with three different owners of the inline
portion of the Mall since 2008. In December 2018, the inline portion of the Mall and one of the
anchor parcels were purchased by yet another owner;

WHEREAS, the gradual and persistent decline in sales, coupled with suburban mall trends
nationally, has led city’s Planning Division and Economic Development staff to study and
contemplate general plan, specific plan, and zoning proposals that may guide the redevelopment
and revitalization of the Sunrise Mall site. The purpose of any new city ordinances would be to
guide development in a manner that is consistent with General Plan goals and policies and to ensure
long-term viability of the site for the benefit and welfare of the citizenry and property owners alike.
In particular, staff intends to study within a reasonable time how best to achieve the following
General Plan goals:
Goal 1: Ensure quality development by establishing and maintaining an orderly land use pattern

Goal 3: Maintain safe and high-quality neighborhoods

Goal 9: Revitalize and maintain corridors as economically viable and physically attractive

Goal 10: Achieve attractive, inviting, and functional corridors

Goal 11: Maintain and strengthen Sunrise MarketPlace as the heart of commercial activity in Citrus Heights

Goal 13: Increase activity in the Sunrise MarketPlace through transportation investments that enhance the convenience and safety of driving, riding transit, bicycling, and walking to, from, and within the district

Goal 15: Diversify the local economy to meet the present and future employment, shopping, and service needs of Citrus Heights residents and sustain long-term fiscal health

Goal 16: Make adequate land available for economic development opportunities

Goal 18: Be responsive to changing economic conditions and opportunities

Goal 22: Establish adequate facilities to accommodate public events and cultural activities

Goal 25: Provide adequate sites for a variety of housing opportunities to serve all residents

Goal 29: Plan, design, construct, and manage a Complete Streets transportation network that accommodates the needs of all mobility types, users and ability levels;

WHEREAS, the Sunrise Mall includes seven parcels with distinct ownership. Two ownership entities are exploring redevelopment options; no applications have been submitted for permits or entitlements;

WHEREAS, no building or redevelopment proposal is considering the Sunrise Mall site in a holistic fashion nor are individual owners analyzing how contemplated new uses might impact future redevelopment of the site in a manner that preserves its cohesive nature and its relevance as a regional draw to the city;

WHEREAS, the city is increasingly concerned that divergent reinvestment strategies, if approved, will result in inconsistent development patterns and that short-term investment strategies will jeopardize the city’s long-term ability to maintain the Mall site as a regionally significant draw to Citrus Heights resulting in irreparable harm to the city and its residents;

WHEREAS, immediately foreseeable requests for building permits to construct automotive-oriented and traffic heavy land uses along the periphery of the Mall site are inconsistent with General Plan policies that encourage transit-oriented and pedestrian-friendly development, and policies to foster and retain the Sunrise Mall as a community gathering space and a regionally significant commercial draw;
WHEREAS, to address the inherent conflict between the General Plan goals and certain types of peripheral land uses and the fracturing of ownership interests within the city, the Council adopted an amendment to the General Plan on September 27, 2018 adding Policy 9.5 which states, “Discourage the creation of any new parcels within existing retail centers, if such creation might hinder the viability and/or future redevelopment of the center”;

WHEREAS, the approval of additional subdivisions, use permits, variances, building permits, or any other applicable entitlements for use at the Sunrise Mall site has the eminent potential to frustrate the intent of General Plan Policy 9.5 and result in that threat to public health, safety and welfare;

WHEREAS, the city receives no property tax revenue. Therefore, sales tax revenue is a significant revenue source, allowing the city to perform key functions such as police services, code enforcement, business license regulation and other services important to public health, safety and welfare of the residents and businesses within the city. Continuing revenue decline from the Sunrise Mall, and frustration of General Plan policies supporting the economic revitalization of the Mall threaten the city’s ability to perform such services, and thus public health, safety and welfare;

WHEREAS, to allow ad hoc development at the Sunrise Mall to proceed in a manner inconsistent with the General Plan, and that may detrimentally impact the city’s long-term social, environmental and economic wellbeing, constitutes an immediate threat to the public health, safety, and welfare;

WHEREAS, city staff is requesting 45-days to more thoroughly study the avenues by which the Sunrise Mall may be developed, intensified and redeveloped and formulate a recommendation to the Council on the possible adoption of additional amendments to the city’s General Plan, Municipal Code and Zoning Code and/or adoption of a Specific Plan or Special Planning Area regarding the redevelopment of underutilized land within the Sunrise Mall Property.

WHEREAS, there is a threat to the public health, safety and welfare of the community if a comprehensive approach to the redevelopment of Sunrise Mall does not occur. Absent the adoption of this interim urgency ordinance, it is unlikely that the incremental development of Sunrise Mall will be able to comprehensively address concerns such as traffic, pedestrian and bicycle safety, transit ridership, air quality, water quality, noise, availability of infrastructure, and economic feasibility, and will result in harmful effects to the businesses, property owners and residents of the city; and

WHEREAS, Article XI, Section 7 of the California Constitution provides a city may make and enforce within it limits all local police, sanitary and other ordinances and regulations not in conflict with general laws; and

WHEREAS, California Government Code Section 65858, subdivision (a) provides: that city legislative bodies may, to protect public safety, health and welfare, adopt as an urgency measure an interim ordinance prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body is considering or studying or intends to study within a reasonable time; that adoption of such urgency measures requires a four-fifths vote of the legislative body; that such measures shall be of no effect ten (10) months
and forty-five (45) days from the date of adoption, and may be extended a maximum of two times and have a maximum total duration of two (2) years;

WHEREAS, California Government Code Section 65858, subdivision (c) provides: that legislative bodies may not adopt or extend such interim ordinances unless they contain findings that there is a current and immediate threat to the public health, safety, or welfare, and that the approval of additional entitlements would result in that threat to the public health, safety or welfare;

WHEREAS, the City Council desires to (1) address the community concerns regarding the future redevelopment of Sunrise Mall, (2) study the potential impacts that the development or lack of redevelopment of Sunrise Mall will have on public health, safety and welfare, (3) study and determine what local regulations may be appropriate or necessary for the future redevelopment of Sunrise Mall, (4) study and determine the appropriate zoning and location of development within the Sunrise Mall property, and (5) determine appropriate controls for protection of public health and welfare;

WHEREAS, the City Council finds that the current and immediate threat to the public health, safety and welfare, as described in the findings above exist, and that a temporary moratorium on development, land use entitlement, subdivisions, and building permits for new building area or substantial modifications within the Sunrise Mall Property should remain in effect for 45 days pending completion of the City’s study of the potential amendments to the General Plan, Municipal Code and Zoning Code, including the development of a Specific Plan or Special Planning Area, necessary to ensure development and redevelopment of the Sunrise Mall site in a manner consistent with City policies and that does not threaten the public health, safety or welfare;

WHEREAS, the City Council directs staff to review the city’s current General Plan, Municipal Code, and Zoning Code provisions to determine the best approach to move forward with the future development plans for the Sunrise Mall Property to protect the general health, safety, and welfare of the community;

NOW THEREFORE, the City Council of the City of Citrus Heights does ordain as follows:

Section 1. Recitals Made Findings and Statement of Purpose.

The above recitals are hereby declared to be true and correct and are made findings and a statement of legislative purpose of the City Council of the City of Citrus Heights in support of the adoption of this interim ordinance as an urgency measure in accordance with Government Code section 65858, subsections (a) and (c).

Section 2. Moratorium Imposed.

A. Scope.

In accordance with the authority granted the City of Citrus Heights under Article XI, Section 7 of the California Constitution and California Government Code Section 65858, from and after the effective date of this ordinance, no application for a Building Permit for New Development or Substantial Modification, New Development or Land Use Entitlement or
Subdivision will be accepted, no consideration of any application for permit or subdivision will be made, and no permit will be issued by the City for the establishment, expansion, or modification of new development within the Sunrise Mall property within the City until this ordinance has expired or has been repealed according to applicable law. Further, all processing of existing applications for permits shall be suspended immediately.

B. Definitions.

1. For purposes of this ordinance, “Sunrise Mall” shall be comprised of the real property totaling approximately 99 acres of land generally described as east of Sunrise Boulevard and south of Greenback Lane as shown on Exhibit 1, including the following Assessor’s Parcel Numbers (APNs):

   a. 243-0192-012-0000
   b. 243-0192-013-0000
   c. 243-0192-014-0000
   d. 243-0192-015-0000
   e. 243-0192-016-0000
   f. 243-0192-017-0000
   g. 243-0192-018-0000

2. For purposes of this ordinance, “inline” shall include all interior common areas and all shops that have their primary entrance from the interior of the mall.

3. Building Permit for New Development shall constitute any building permit issued by the Building Division for the construction of any new building area within the Sunrise Mall or on the Mall parcels identified in subsection 1.

4. Substantial Modification shall constitute any building permit issued by the Building Division for the modification to any existing building on the Sunrise Mall property that exceeds normal and necessary structural or mechanical maintenance and repair as determined by the Building Official in his reasonable discretion.

5. New Development Entitlement shall include any entitlement which results in subdivision, new construction, or substantial modification including Design Review Permits, Use Permits, Tentative Parcel Maps, Subdivision Maps, or similar land use entitlement granted by the City of Citrus Heights.

C. Statutory Findings and Purpose

This ordinance is declared to be an interim ordinance as defined under California Government Code Section 65858. This ordinance is deemed necessary based on the following findings of the City Council of the City of set forth in the recitals, incorporated by Section 1 of this Ordinance.

Section 3. Compliance with the California Environmental Quality Act
Pursuant to Section 15001 of the California Environmental Quality Act (CEQA) Guidelines, this ordinance is exempt from CEQA based on the following:

(1) This ordinance is not a project within the meaning of Section 15378 of the State CEQA Guidelines, because it has no potential for resulting in physical change in the environment, directly or ultimately.

(2) This ordinance is categorically exempt from CEQA under Section 15308 of the CEQA Guidelines as a regulatory action taken by the City pursuant to its police power and in accordance with Government Code Section 65858 to assure maintenance and protection of the environment pending the evaluation and adoption of contemplated local legislation, regulation and policies.

(3) This ordinance is not subject to CEQA under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. For the reasons set forth in subparagraphs (1) and (2), above, it can be seen with certainty that there is no possibility that this ordinance will have a significant effect on the environment; and

Section 4. Severability.

If any provision of this interim urgency ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council of the City of Citrus Heights hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

Section 5. Effective Date and Duration.

This Interim Urgency Ordinance is adopted pursuant to Government Code Section 65858. The City Clerk shall certify to the adoption of this Interim Urgency Ordinance and cause the same to be published in the manner prescribed by law, and it shall become effective immediately upon its adoption and remain in effect for a period of forty-five (45) calendar days, or until July 6, 2019. If this Interim Urgency Ordinance is not extended in accordance with Government Code section 65858, it shall automatically become null and void without any further action of the City Council.

Section 6. Penalties.

Any person who violates any section of this ordinance shall upon conviction be guilty of a misdemeanor and subject to a fine of up to 1,000 dollars and/or imprisonment in the county jail for up to a period of six months.

ADOPTED, this 23rd day of May, 2019, by the following vote:

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

________________________________________
Jeannie Bruins, Mayor

ATTEST:

________________________________________
Amy Van, City Clerk

Exhibits:
   A. Sunrise Mall Property Map
Exhibit A

Sunrise Mall Moratorium Map
City of Citrus Heights
Planning Division