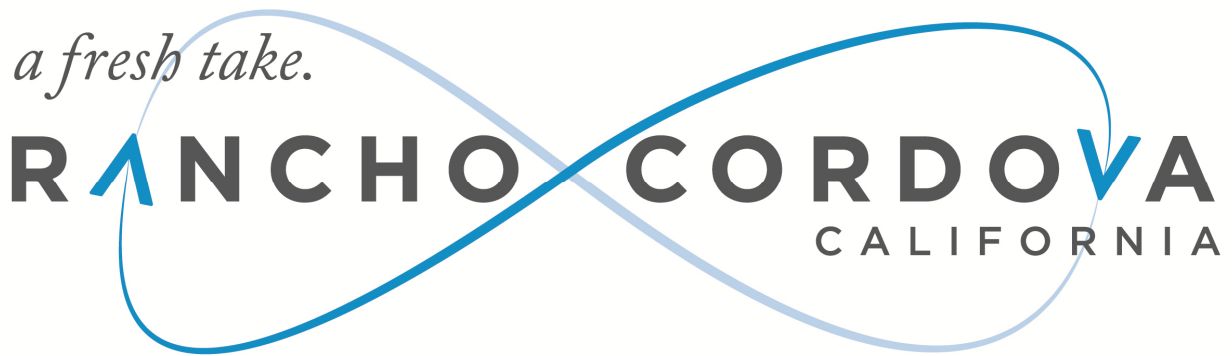


CITY OF RANCHO CORDOVA



CONCURRENT MEETING CITY COUNCIL/SUCCESSOR AGENCY TO THE CRA/RCFC

Monday, February 05, 2018

5:30 PM – Regular Meeting

AMENDED AGENDA

Linda Budge, Mayor

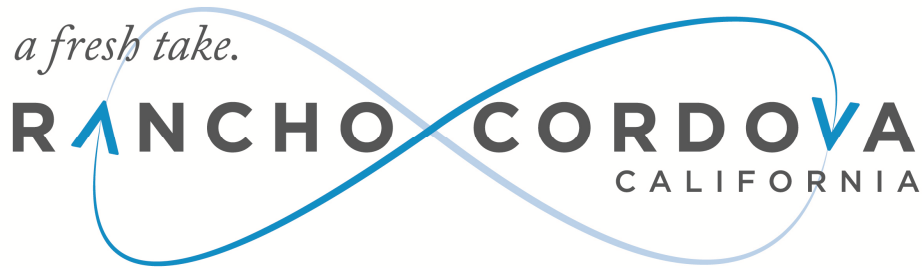
Robert J. McGarvey, Vice Mayor

David Sander, Council Member

Garrett Gatewood, Council Member

Donald Terry, Council Member

CITY OF RANCHO CORDOVA



CONCURRENT MEETING CITY COUNCIL/SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY (CRA)/RANCHO CORDOVA FINANCING CORPORATION (RCFC)

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, February 05, 2018

5:30 PM – Regular Meeting
David B. Roberts Council Chambers

AMENDED AGENDA

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Council Members Gatewood, McGarvey, Sander, Terry and Mayor Budge.

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The Clerk will announce the meetings video recording and playback schedules.

3. PLEDGE OF ALLEGIANCE

The Mayor will call on someone in attendance to lead the Pledge.

4. INVOCATION

Kyle Kerchner from River City Christian Church will give the invocation.

5. PRESENTATIONS

5.1 Recognition of the 2018 Youth at City Council.

5.2 Community Enhancement Fund Grant Check Presentations to 1) Cordova Community Council Foundation: Launch of Rancho Cordova Youth Basketball League and 2) Cordova Community Council Foundation: Activation of Mills Station.

- 5.3 Introduction of New City Employee Nick Ehnat, Facilities Service Worker, by Todd Humphrey, Facilities Services Manager.

6. PUBLIC COMMENT

Citizens wishing to address the Council for any matter not on the agenda may do so at this time by completing and submitting a Speaker Card to the City Clerk. For items on the agenda, speakers will be called up to the podium by the Mayor at the point on the agenda when the item will be heard. Speakers are encouraged to keep comments to three minutes or less and to state name and community of residence.

Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any item not on the agenda unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

7. COUNCIL REPORTS

8. CITY MANAGER'S REPORT

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 9.1 **Subject:** Meeting Minutes of the January 9, 2018 Special Meeting, January 16, 2018 Regular Meeting, and January 30, 2018 Special Meeting.
Recommendation: Adopt Minutes.
- 9.2 **Subject:** Resolution declaring the results of the mail ballot election relating to the imposition of the Annual Stormwater Utility Fee on the Kilgore Road Soccer Complex Project in the City of Rancho Cordova.
Recommendation: Adopt Resolution No. 8-2018 declaring the results of the mail ballot election relating to the imposition of the Stormwater Utility Fee on the Kilgore Road Soccer Complex Project.
Result of Recommended Action: Adoption of the Resolution will declare the results of the ballot tabulation in connection with the imposition of the annual Stormwater Utility Fee on the Kilgore Road Soccer Complex Project. If majority approval exists, the City Council may impose the annual Stormwater Utility Fee on the Kilgore Road Soccer Complex Project pursuant to the Fee Ordinance. If there is no majority approval, the Stormwater Utility Fee shall not be imposed for the project.
Staff Report: Elizabeth Sparkman, Interim Community Development Director.
Advances Goals: 5.
- 9.3 **Subject:** Resolution Authorizing the City Manager to Execute Contract Amendment 10-2013-2 with Roush Landscape Services to Increase the Contract Amount from \$1,637,600 to a Not to Exceed Amount of \$2,107,600 and Extend the Contract Term from March 1, 2018 to June 30, 2019 for Landscape Maintenance Services.
Recommendation: Adopt Resolution No. 12-2018.
Result of Recommended Action: Adoption of this Resolution will authorize the City Manager to execute Contract Amendment 10-2013-2 with Roush Landscaping Services ("Roush") for landscape maintenance services. This will increase the contract amount from \$1,637,600 to \$2,107,600 and extend the contract term from March 1, 2018 to June 30, 2019.

Staff Report: Albert Stricker, Public Works Director and Steve Harriman, Maintenance and Operations Division Manager.

Advances Goals: 1, 2, and 5.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

10.1 **Subject:** T-Mobile Antenna Addition Conditional Use Permit Amendment - Project No. DD9744 - Located at 10430 Peter A. McCuen Boulevard.

Recommendation: Adopt Resolution No. 15-2018.

Result of Recommended Action: Adoption of Resolution 15-2018 would allow the applicant to install additional cellular antennas and corresponding ground equipment on an existing water tank located at 10430 Peter A. McCuen Boulevard. The telecommunication facility will provide increased T-Mobile service.

Staff Report: June Cowles, Senior Planner.

Advances Goals: 5 and 6.

11. PUBLIC HEARING ITEMS

12. REGULAR CALENDAR ITEMS

12.1 **Subject:** Resolution Authorizing the City Manager to Execute Contract No. 8-2018 with Bennett Engineering Services, Inc. in an Amount Not to Exceed \$130,140 for Engineering and Design Services for the Cordova Park Safe Routes to School Project.

Recommendation: Adopt Resolution No. 14-2018.

Adoption of this Resolution will authorize the City Manager to execute Contract No. 8-2018 with Bennett Engineering Services, Inc. in an amount not to exceed \$130,140 for engineering and design services for the Cordova Park Safe Routes to School Project.

Staff Report: Albert Stricker, Public Works Director, and Chris Boyer, Associate Civil Engineer.

Advances Goals: 1, 2, and 5.

12.2 **Subject:** Discussion and Direction Regarding Bingo Game and Bingo Parlors.

Recommendation: Receive information from City staff related to Bingo Games and Bingo Parlors and options for allowing these as a primary use or provide direction to continue to prohibit the uses.

Result of Recommended Action: No action will be taken. If directed to do so, City staff will prepare amendments to the Municipal Code to be brought back to Council at a later date. If Council desires to continue the current prohibition on bingo gaming and bingo parlors as a primary use, no further action is necessary.

Staff Report: Darcy Goulart, Principal Planner, and Kate Cook, Deputy City Attorney.

Advances Goals: 1, 2, and 6.

12.3 **Subject:** Presentation by City Attorney Summarizing Relevant New Legislation.

Recommendation: Receive and consider presentation summarizing relevant legislation that was recently enacted by the California Legislature.

Result of Recommended Action: The Council is kept informed and updated on important legislative updates impacting Rancho Cordova.

Staff Report: Adam Lindgren, City Attorney.

Advances Goals: 1, 2, 3, 5, and 6.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURNMENT

Mayor Budge will adjourn the regular meeting to closed session in the Community Board Room.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Council Members Gatewood, McGarvey, Sander, Terry and Mayor Budge.

16. CLOSED SESSION

Council may adjourn to Closed Session to discuss the following item(s):

CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION: Pending Litigation in One Case Pursuant to Government Code 54956.1(d)(1): People of the State of California, by and through Adam U. Lindgren City Attorney for the City of Rancho Cordova v. Jack A. McGuire and Margaret Y. McGuire, Superior Court of California, County of Sacramento, Case No. 34-2017-00206453-CU-PO-GDS.

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Significant exposure to litigation in one potential case pursuant to Government Code section 54956.(d)(2): Claimant: Mikel McIntyre Family.

17. OPEN SESSION - REPORT FROM CLOSED SESSION

The City Attorney will report on action taken in Closed Session.

18. ADJOURNMENT

ADDITIONAL INFORMATION

UNLESS THE COUNCIL ADOPTS A MOTION TO EXTEND THE MEETING, ANY ITEM THAT IS NOT INITIATED BEFORE 11:00 PM WILL BE CONTINUED TO THE NEXT DAY AT 5:30 PM OR SCHEDULED ON THE NEXT REGULAR MEETING AGENDA OF THE COUNCIL.

Public documents related to items on the open session portion of this agenda, which are distributed to the City Council less than 72 hours prior to the meeting, shall be available for public inspection at the time the documents are distributed to the Council. Documents are available for inspection at the City Clerk's office located in Rancho Cordova City Hall.

The agenda items are accessible on the City's website at www.cityofranchocordova.org on Thursdays or Fridays prior to the Regular City Council Meeting.

CITYWIDE GOALS - (Adopted March 27, 2012)	
1.	Promote the Positive Image of Rancho Cordova
2.	Ensure a Safe, Inviting and Livable Community
3.	Empower Responsible Citizenship
4.	Establish Logical City Boundaries that Provide Regional Leadership and Address Financial Challenges
5.	Ensure the Availability of the Best Public Services in the Region while Practicing Sound Fiscal Management
6.	Drive Diverse Economic Opportunities

UPCOMING MEETINGS	
Tuesday, February 20	5:30 PM Regular Meeting (Tuesday due to Holiday)
Tuesday, February 27	5:30 PM Special Meeting/Work Session
Monday, March 5	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, March 19	5:30 PM Regular Meeting
Tuesday, March 27	5:30 PM Special Meeting/Work Session
Monday, April 2	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, April 16	CANCEL REGULAR MEETING
Tuesday, April 24	5:30 PM Special Meeting/Work Session
Monday, May 7	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, May 15	5:30 PM Special Meeting/Work Session
Monday, May 21	5:30 PM Regular Meeting
Tuesday, May 29	5:30 PM Special Meeting/Work Session - ONLY IF NEEDED
Monday, June 4	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, June 18	5:30 PM Regular Meeting
Tuesday, June 26	5:30 PM Special Meeting/Work Session
Monday, July 2	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, July 16	CANCEL REGULAR MEETING
Tuesday, July 31	CANCEL REGULAR MEETING

UPCOMING MEETINGS	
Monday, August 6	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, August 14	5:30 PM Special Meeting/Work Session
Monday, August 20	5:30 PM Regular Meeting
Tuesday, August 28	CANCEL WORK SESSION
Tuesday, September 4	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting (Tuesday due to Holiday)
Tuesday, September 11	5:30 PM Special Meeting/Work Session
Monday, September 17	5:30 PM Regular Meeting
Tuesday, September 25	CANCEL WORK SESSION
Monday, October 1	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, October 9	5:30 PM Special Meeting/Closed Session for City Manager Evaluation
Monday, October 15	5:30 PM Regular Meeting
Tuesday, October 23	5:30 PM Special Meeting/Closed Session for City Manager Evaluation – ONLY IF NEEDED
Tuesday, October 30	CANCEL WORK SESSION
Monday, November 5	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, November 19	5:30 PM Regular Meeting
Tuesday, November 27	5:30 PM Special Meeting/Work Session
Monday, December 3	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, December 11	5:30 PM Special Meeting/Work Session
Monday, December 17	5:30 PM Regular Meeting

If you have any technical questions related to the agenda items, please contact the appropriate department as follows:

DEPARTMENTAL GENERAL TELEPHONE NUMBERS	
Building and Safety Division	(916) 851-8760
City Attorney's Office	(916) 556-1531
City Clerk's Department	(916) 851-8720
City Manager's Office	(916) 851-8800
Communications Department	(916) 851-8791
Economic Development Department	(916) 851-8780
Finance Department	(916) 851-8730
Housing Division	(916) 851-8784
Human Resources Department	(916) 851-8740
IT Department	(916) 851-8700
Neighborhood Services – Animal Services	(916) 851-8770
Parks & Recreation (Cordova Recreation & Park District)	(916) 362-1841
Planning Department	(916) 851-8750
Public Works Department	(916) 851-8710
Rancho Cordova Police Department	(916) 875-9600
Redevelopment Department	(916) 851-8780
Sac Metro Fire District	(916) 859-4300

The Rancho Cordova City Council/Successor Agency to the CRA/RCFC will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast, Consolidated Communications and AT&T U-Verse Systems. Closed Captioning will be available on the playback cablecast. A VHS copy is available for check out from any library branch, a DVD copy is available from the City Clerk's Department, and a webcast of this meeting will be available for viewing via video streaming from the City's website within 48 hours of adjournment of this meeting.

In compliance with the Americans with Disabilities Act, 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 at (916) 851-8720 at least 48 hours prior to the meeting.

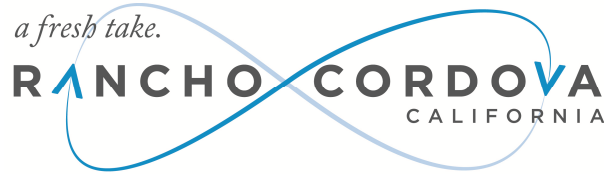
CERTIFICATION OF POSTING OF AGENDA

I, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, February 05, 2018 Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on February 2, 2018 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranhocordova.org.

Signed at Rancho Cordova, California.



Stacy Leitner, City Clerk



**CONCURRENT MEETING
CITY COUNCIL/SUCCESSOR AGENCY COMMUNITY REDEVELOPMENT AGENCY
(CRA)/RANCHO CORDOVA FINANCING CORPORATION (RCFC)**

City Hall
2729 Prospect Park Drive, Rancho Cordova

Tuesday, January 09, 2018

5:30 PM – Special Meeting
American River Community Room North

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Budge called the special meeting to order on January 9, 2018 at 5:40 p.m.

Council Members Present: Gatewood, McGarvey, Sander, Terry, and Mayor Budge.

Council Members Absent: None.

Staff Members Present: Abhar, Carr, Haven, Huber, Juran-Karageorgiou, Kniestedt, Leitner, Lewis, Lindgren, Pittman, Simpson, Sparkman, Stricker, and Weber.

2. PUBLIC COMMENT

At a special meeting, citizens wishing to address the Council for any matter on the agenda may do so at the time the matter is discussed. Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking action on any item not on the agenda.

3. SPECIAL MEETING ITEM

- 3.1 **Subject:** Update and Discussion of Public Safety Goals, Priorities, Strategies and Policies.

ACTION: Council directed staff to continue the existing relationship with Sacramento County Sheriff's Department.

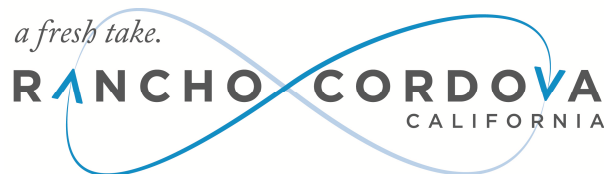
Motion to approve item 3.1 by Budge, second by Terry;

Carried by a 5:0 roll call vote.

4. ADJOURNMENT

Mayor Budge adjourned the meeting at 8:05 p.m.

Stacy Leitner, City Clerk



**CONCURRENT MEETING
CITY COUNCIL/SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT
AGENCY (CRA)/RANCHO CORDOVA FINANCING CORPORATION (RCFC)**

**City Hall
2729 Prospect Park Drive, Rancho Cordova**

Tuesday, January 16, 2018

**5:30 PM – Regular Meeting
David B. Roberts Council Chambers**

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Budge called the regular meeting to order in the David B. Roberts Council Chambers at 5:34 PM.

Council Members Present: McGarvey, Sander, Terry, Budge, Gatewood.

Council Members Absent: None.

Staff Members Present: Abhar, Brewer, Carr, Chan, Cook, Delaney, Heisler, Kniestedt, Leitner, Pittman, Simpson, Sparkman, Stricker, Ulm, and Weber.

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

3. PLEDGE OF ALLEGIANCE

Spencer Cutting, from Boy Scout Troop #137 led the pledge.

4. INVOCATION

Julie Steinbach from the United Methodist Church of Rancho Cordova gave the invocation.

5. PRESENTATIONS

- 5.1 Proclamation Presented to Robert Sanger, Executive Director of the Folsom Cordova

Community Partnership, in Recognition of National Mentoring Month.

- 5.2 Presentation provided by Renee John, Director of Programs of the Folsom Cordova Community Partnership, on the Roots and Horizons Mentoring Program.
- 5.3 Community Enhancement Fund Grant Check Presentations Presented by Stacy Delaney, Community Enhancement Analyst.
- 5.4 Introduction of New City Employee Marie Weber, Assistant City Clerk, by Stacy Leitner, City Clerk.

At the request of Mayor Budge, Gonsalves & Son made a presentation related to item 12.1.

6. PUBLIC COMMENT

Mayor Budge opened the public comment period. The following individuals addressed the Council:

- Derald Langwell
- Leslie Lewis

Mayor Budge closed the public comment period.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CITY MANAGER'S REPORT

City Manager Cyrus Abhar gave his report.

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve items 9.1, 9.2, 9.3, and 9.5 by Terry second by McGarvey;
Carried by a 5:0 roll call vote.

- 9.1 **Subject:** Meeting Minutes of the December 18, 2017 Regular Meeting.
Recommendation: Adopt Minutes.

- 9.2 **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 3-2018 in an amount not to exceed \$142,983.90 with Caggiano General Engineering, Inc. to Construct the 2018 ADA Sidewalk Improvement Project at Various Locations in the City.
Recommendation: Adopt Resolution No. 4-2018.
Result of Recommended Action: Adoption of this resolution (Attachment 1) will authorize the City Manager to execute Contract No. 3-2018 in an amount not to exceed \$142,983.90 with Caggiano General Engineering, Inc. to construct the 2018 ADA Sidewalk Improvement Project.
Staff Report: Albert Stricker, Public Works Director.
Advances Goals: 1, 2, and 5.

- 9.3 **Subject:** Resolution Authorizing the Public Works Director to Enter Into Grant Agreements with the California Department of Transportation for a Transportation Planning Study of the Olson Drive and Zinfandel Drive Corridor.
Recommendation: Adopt Resolution No. 5-2018.
Result of Recommended Action: Adoption of Resolution No. 5-2018 will authorize the Public Works Director to enter into grant agreements with Caltrans to comply with requirements of the Sustainable Communities Grant Program.
Staff Report: Albert Stricker, Public Works Director and Rupa Somavarapu, Senior Civil Engineer.
Advances Goals: 1, 2, and 5.
- 9.5 **Subject:** Resolution Rejecting All Bids for the Folsom Boulevard Streetscape Improvement Project - Phase 4.
Recommendation: Adopt Resolution No. 10-2018.
Result of Recommended Action: Adoption of this resolution will reject all bids for the Folsom Boulevard Streetscape Improvement Project - Phase 4. The project documents will be revised and the project re-bid.
Staff Report: Albert Stricker, Public Works Director and Chris Boyer, Associate Civil Engineer.
Advances Goals: 1, 2, and 5.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

ACTION: Motion to approve items 10.1 and 10.2 by Terry second by McGarvey;
Carried by a 5:0 roll call vote.

- 10.1 **Subject:** Resolution Declaring a Protest Hearing and Authorizing the Mailing of Property Owner Ballot Relating to the Imposition of an Annual Stormwater Utility Fee for Kilgore Road Soccer Complex Project.
Recommendation: Adopt Resolution No. 1-2018.
Result of Recommended Action: Action on this item will declare the results of the property owner protest and, if there exists less than a majority protest, authorize the mailing of a ballot to property owner to approve the levy of the fee to pay for maintenance of storm drainage and flood protection systems for the Kilgore Road Soccer Complex project. The action also sets 1:00 p.m. on January 29, 2018 in the office of the City Clerk, as the time and date for the ballot tabulation for the matter.
Staff Report: Elizabeth Sparkman, Interim Community Development Director.
Advances Goals: 5.

The City Clerk announced there was no majority protest for item 10.1.

- 10.2 **Subject:** Public Hearing Considering Adoption of an Amendment to the 2017-18 Community Development Block Grant Action Plan.
Recommendation: Approve Resolution No. 6-2018 adopting an Amendment to the 2017-18 Community Development Block Grant Action Plan.
Result of Recommended Action:
1. Adopts the amendment to the 2017-18 CDBG Action Plan
2. Authorizes the City Manager to submit the amendment and all required certifications and forms to the Department of Housing and Urban Development (HUD); and
3. Allows staff to make technical modifications to the Action Plan to correct minor errors

and to respond to direction from HUD.

Staff Report: Stefan Heisler, Housing Reinvestment Analyst, and Jessica Hayes, Grant Management Consultant.

Advances Goals: 1, 2, 5, and 6.

Item 9.4 was presented after item 10.2 at the request of Mayor Budge

Mayor Budge opened the public hearing. There were no speakers. Mayor Budge closed the public hearing.

9.4 **Subject:** Authorize Amending the 2017-18 Community Development Block Grant Subrecipient Agreement with Rebuilding Together Sacramento for Owner-Occupied Housing Repairs.

Recommendation: Approve Resolution No. 7-2018 that authorizes the City Manager to amend the 2017-18 Community Development Block Grant Subrecipient Agreement with Rebuilding Together Sacramento for Owner-Occupied Housing Repairs.

Result of Recommended Action:

1. Amends the existing 2017-18 Subrecipient Agreement to add critical systems repairs, such as plumbing, electrical, and mechanical repairs to the existing roof repair and replacement and accessibility improvement program currently operated by Rebuilding Together Sacramento (RTS); and

2. Authorizes the City Manager to approve an increase in the value of the Subrecipient Agreement from \$95,000 to \$150,000 in Community Development Block Grant (CDBG) funds.

Staff Report: Stefan Heisler, Housing Reinvestment Analyst, and Jessica Hayes, Grant Management Consultant.

Advances Goals: 1, 2, 5, and 6.

ACTION: Motion to approve item 9.4 by McGarvey second by Sander;
Carried by a 5:0 roll call vote.

11. PUBLIC HEARING ITEMS

11.1 **Subject:** Project No. 9726A - Appeal of Director Decision for Kid's Camp Day Care Facility Project No. 9726.

Recommendation: Staff recommends that City Council take the following action: Adopt Resolution 9-2018; affirming the Notice of Decision dated December 13, 2017 approving an Administrative Use Permit for Kid's Camp Day Care facility - Project No. 9726A.

Result of Recommended Action: Adoption of Resolution 9-2018 (Attachment 1) would affirm the approval of the Administrative Use Permit (AUP) for the Kid's Camp Day Care facility (Project No. 9726) including the original conditions of approval and effectively deny the requested appeal (Attachment 2, Exhibit A). The applicant would be permitted to move forward with submitted building plans and requested business license.

Staff Report: Darcy Goulart, Principal Planner.

Advances Goals: 2 and 6.

Council took at short recess at 6:52 p.m.

Council reconvened at 7:00 p.m.

Mayor Budge opened the public hearing. The appellant and applicant were each provided equal time to address the Council as well as an opportunity for rebuttal. The following individuals addressed the Council for public comment:

- Marty Carr, Helen Hills LP
- Andrew Burn, President of Burn Properties
- Jayna Desoiza, Property Manager
- Brian Morris, Appellant Property Owner

Mayor Budge closed the public hearing.

ACTION: Motion to approve Resolution 9-2018 by Terry second by Gatewood;
Carried by a 5:0 roll call vote.

12. REGULAR CALENDAR ITEMS

12.1 **Subject:** 2018 Legislative Priorities.

Recommendation: Presentations by Simon & Co. and Joe A. Gonsalves & Son. Provide direction and approval to staff on City's 2018 Legislative Priorities.

Result of Recommended Action: Staff will proceed with recommended direction and approval to finalize the City's 2018 legislative program. This includes producing the annual legislative brochure, which Council and staff use for meetings with legislators and key agencies.

Staff Report: Maria Kniestedt, Communications & Public Affairs Director and Kerry Simpson, Neighborhood Services Manager.

Advances Goals: 1, 2, 3, 4, 5, and 6.

ACTION: Motion to approve by Terry second by McGarvey;
Carried by a 5:0 roll call vote.

12.2 **Subject:** Douglas 98 Developer Proposed Infrastructure Improvements, Temporary Douglas Road Closure, and Fee Reduction.

Recommendation: Hear information on Developer request for a temporary Douglas Road closure related to infrastructure improvements east of Americanos Boulevard and impact fee reductions; and provide initial feedback and direction to staff.

Result of Recommended Action: If the Council is open to considering this Developer request, the City Manager will negotiate with the Developer to enter into an agreement stipulating the conditions for construction of improvements and the impact fee reduction. All items, including any amendments to the Development Agreement, would come to City Council for approval. If the request is denied, the Developer may choose not to proceed with the Douglas 98 project and Douglas Road utility and infrastructure improvements at this time.

Staff Report: Albert Stricker, Public Works Director and Elizabeth Sparkman, Interim Community Development Director.

Advances Goals: 1, 2, and 5.

ACTION: Motion to approve direction to staff to continue negotiations with applicant by Sander second by Terry;
Carried by a 5:0 roll call vote.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Council Member Terry requested further discussion regarding a Home Owners Association (HOA) Policy for new developments.

14. ADJOURNMENT

Mayor Budge adjourned the meeting at 9:46 PM.

Stacy Leitner, City Clerk



**CONCURRENT MEETING
CITY COUNCIL/SUCCESSOR AGENCY COMMUNITY REDEVELOPMENT AGENCY
(CRA)/RANCHO CORDOVA FINANCING CORPORATION (RCFC)**

City Hall
2729 Prospect Park Drive, Rancho Cordova

Tuesday, January 30, 2018

1:00 PM – Special Meeting
2729 Prospect Park Drive, Rancho Cordova

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Budge called the special meeting to order on January 30, 2018 at 1:15 p.m.

Council Members Present: Gatewood, McGarvey, Sander, Terry, and Mayor Budge.

Council Members Absent: None.

Staff Members Present: Abhar, Brown, Crone, Delaney, Downton, Goulart, Harriman, Hartley, Haven, Heisler, Huber, Juran-Karageorgiou, Leitner, Lindgren, Malins, Mingay, Norton, Pittman, Simpson, Siren, Sparkman, Stricker, Taylor, Ulm, and Weber.

2. PUBLIC COMMENT

The Special Meeting was an open dialogue between Council, Staff, and the Community.

3. SPECIAL MEETING ITEM

- 3.1 **Subject:** City Council and Staff Retreat to have a comprehensive discussion of major issues, goals, priorities, and projects related to the long-term vision for the City.

ACTION: Council directed staff to pursue a civic center concept with a focus on meeting space and family activities. Staff was instructed to bring back concepts for Council review in the next 90 days.

Motion to approve item 3.1 by Terry, second by Budge;

Carried by a 5:0 roll call vote.

4. ADJOURNMENT

Mayor Budge adjourned the meeting at 4:55 p.m.

Stacy Leitner, City Clerk

MEMORANDUM

DATE: February 5, 2018

TO: Honorable Mayor and Council Members

FROM: Elizabeth Sparkman, Interim Community Development Director



SUBJECT: RESOLUTION DECLARING THE RESULTS OF THE MAIL BALLOT ELECTION RELATING TO THE IMPOSITION OF THE ANNUAL STORMWATER UTILITY FEE ON THE KILGORE ROAD SOCCER COMPLEX PROJECT IN THE CITY OF RANCHO CORDOVA

RECOMMENDATION

Adopt Resolution No. 8-2018 declaring the results of the mail ballot election relating to the imposition of the annual Stormwater Utility Fee on the Kilgore Road Soccer Complex Project.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will declare the results of the ballot tabulation in connection with the imposition of the annual Stormwater Utility Fee on the Kilgore Road Soccer Complex Project. If majority approval exists, the City Council may impose the annual Stormwater Utility Fee on the Kilgore Road Soccer Complex Project pursuant to the Fee Ordinance. If there is no majority approval, the Stormwater Utility Fee shall not be imposed for the project.

BACKGROUND

The City Council previously adopted Resolution No. 145-2017 on December 18, 2017 declaring its intention to impose the annual Stormwater Utility Fee ("Fee") pursuant to Ordinance No. 7-2014 on the Kilgore Road Soccer Complex Project. A protest hearing was conducted on January 16, 2018 at which time no written protest was received from the property owner representing a majority of the parcel subject to the Fee. Council then adopted Resolution No. 1-2018 authorizing the mailing of a property owner ballot for the purpose of submitting the Fee to a vote of the owner's subject to the Fee. Only two parcels are subject to the fee. The balloting period ended at 1:00 pm on January 29, 2018.

The Clerk has tabulated the ballot returned by the property owner for the Kilgore Road Soccer Complex Project. If majority approval exists, Council may impose the annual Fee on the Kilgore Road Soccer Complex Project pursuant to the Ordinance. If a majority approval does not exist, the Stormwater Utility Fee shall not be imposed for the project.

Council action is to adopt Resolution No. 8-2018 declaring the results of the mail ballot election.

ATTACHMENT

1. Resolution No. 8-2018
2. Exhibit A - Ballot Measure

3. Exhibit B - Certificate

ATTACHMENT 1**RESOLUTION NO. 8-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, DECLARING THE RESULTS OF A MAIL BALLOT ELECTION
RELATING TO THE IMPOSITION OF THE ANNUAL STORMWATER UTILITY FEE ON
KILGORE ROAD SOCCER COMPLEX PROJECT IN THE CITY OF RANCHO CORDOVA**

WHEREAS, on December 18, 2017 City Council adopted Resolution No. 145-2017 declaring its intention to impose the annual Stormwater Utility Fee ("Fee") for Kilgore Road Soccer Complex Project; and

WHEREAS, Article XIII D of the California Constitution (Proposition 218) requires the City to follow certain procedural and substantive requirements relating to the imposition of property-related fees and charges (as defined in Proposition 218); and

WHEREAS, the City has determined that the Fee is a property related fee, subject to the provisions of Proposition 218; and

WHEREAS, before imposing the Fee, the City Council is required to hold a noticed public hearing on a written report (the "Written Report") containing a description of each parcel of real property within the City to which the Fee is applicable and the amount of the Fee for each such parcel for Fiscal Year 2017-2018; and

WHEREAS, City Council is also required to consider protests to the Fee and if a majority protest is not received at the public hearing, the Council must submit the question of the imposition of the Fee to a vote of the owners of the property subject to the proposed Fee for approval before the proposed Fee may be levied; and

WHEREAS, in accordance with Proposition 218 the City Council held a duly noticed public hearing on the matter of the Written Report and the proposed Fee on January 16, 2018 and took testimony, both written and oral; and

WHEREAS, having determined a written protest was not received from property owner representing a majority of the parcels subject to the Fee, the City Council adopted Resolution No. 1-2018 authorizing the mailing of a property owner ballot (the "Ballot Measure") for the purpose of submitting the Fee to a vote of the owner of parcel subject to the Fee, and subject to approval by a majority vote of the owner of parcel subject to the Fee; and

WHEREAS, pursuant to the terms of Resolution No. 7-2014 and the unanimous consent of the property owner, the Property Owner Balloting was conducted and completed at 1:00 p.m. on January 29, 2018 and the City Clerk has on file a Certificate of the City Clerk as to the Results of the Canvass of the Ballot Return in Connection with the Proposed Stormwater Utility Fee (the "Certificate"), a copy of which is attached hereto as Exhibit B and by this reference incorporated herein.

ATTACHMENT 1

NOW, THEREFORE, BE IT IS HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES FIND:

1. The above recitals are true and correct.
2. The Certificate is hereby accepted into the records of the City.
3. The Ballot Measure is authorized as set forth in Exhibit A attached hereto and by this reference incorporated herein.
4. The results of the Ballot Measure are as set forth in the Certificate on file with the City Clerk and attached to this Resolution as Exhibit B ("Certificate").
5. The City Clerk is authorized to declare the results of the mail ballot election relating to the imposition of the Stormwater Utility fee on the Kilgore Road Soccer Complex Project.
6. Pursuant to said Certificate, if the Ballot Measure submitted was approved by a majority vote of the owner of parcel subject to the Fee, the Fee is hereby imposed pursuant to Ordinance 7-2014 on the Kilgore Road Soccer Complex Project, otherwise, if the Ballot Measure submitted was not approved by a majority vote of the owners of parcels subject to the Fee, the imposition of the Fee is hereby abandoned for the Kilgore Road Soccer Complex Project.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 5th day of February, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

ATTACHMENT 2
Exhibit A to the Resolution

BALLOT MEASURE

In order to provide the City of Rancho Cordova with a dedicated funding source to repair, reconstruct and maintain the storm drain system and to protect water quality, shall the City impose an annual Stormwater Utility Fee as shown in the Rate Analysis Report, dated 8/7/2014.

YES I support the proposed annual Stormwater Utility Fee

NO I oppose the proposed annual Stormwater Utility Fee

ATTACHMENT 3
Exhibit B to the Resolution

CERTIFICATE OF THE CITY CLERK AS TO
THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS
IN CONNECTION WITH THE PROPOSED STORMWATER UTILITY FEE
IN THE CITY OF RANCHO CORDOVA

I, Stacy Leitner, City Clerk of the City of Rancho Cordova, hereby certify that I canvassed the returns of the election in connection with the imposition of an annual storm water utility fee, that the last day for the return of mailed ballot was January 29, 2018, that the election was concluded on that date and that the total number of ballots cast in said election and the total number of votes cast for and against the ballot measure, as specified below, are full, true and correct.

Total of Ballots Received: 1

Total "Yes" Ballots: 1

Total "No" Ballots: 0



Stacy Leitner, City Clerk

MEMORANDUM



DATE: February 5, 2018

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director and Steve Harriman, Maintenance and Operations Division Manager

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT 10-2013-2 WITH ROUSH LANDSCAPE SERVICES TO INCREASE THE CONTRACT AMOUNT FROM \$1,637,600 TO AN AMOUNT NOT TO EXCEED \$2,107,600 AND EXTEND THE CONTRACT TERM MARCH 1, 2018 TO JUNE 30, 2019 FOR LANDSCAPE MAINTENANCE SERVICES**

RECOMMENDATION

Adopt Resolution No. 12-2018.

RESULT OF RECOMMENDED ACTION

Adoption of this Resolution will authorize the City Manager to execute Contract Amendment 10-2013-2 with Roush Landscaping Services ("Roush") for landscape maintenance services. This will increase the contract amount from \$1,637,600 to \$2,107,600 and extend the contract term from March 1, 2018 to June 30, 2019.

BACKGROUND

The City executed Contract No. 10-2013 with Roush on March 4, 2013 in the amount of \$900,000. The Scope of Services provides landscape maintenance services on City-owned parcels including turf mowing and edging, tree and shrub pruning, irrigation system maintenance, fertilization, weed control, and emergency tree and limb removal. In addition to City-owned parcels, Roush also maintains the landscaping at the four Light Rail Stations in Rancho Cordova as part of the maintenance agreement with the Sacramento Regional Transit District.

On September 21, 2015, the City executed the first contract amendment with Roush to increase the budget to \$1,637,600 and extend the term for an additional two years through February 28, 2018. This second amendment increases the total contract amount to \$2,107,600 and allows the contractor to continue providing landscape maintenance services through June 30, 2019. Staff will issue a Request for Proposals in the spring of 2019 in order to execute a new contract.

FISCAL IMPACT

This contract is funded through a combination of special districts, Measure A, and the Sacramento Regional Transit District. This contract has no impact to the General Fund.

City Council Staff Report
February 5, 2018

Roush Landscape Service
Second Amendment

ATTACHMENT

1. Resolution No. 12-2018
2. Exhibit A - Contract Amendment No. 10-2013-2

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 12-2018**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT
AMENDMENT 10-2013-2 WITH ROUSH LANDSCAPE SERVICES TO INCREASE THE
CONTRACT AMOUNT FROM \$1,637,600 TO AN AMOUNT NOT TO EXCEED \$2,107,600
AND EXTEND THE CONTRACT TERM MARCH 1, 2018 TO JUNE 30, 2019 FOR
LANDSCAPE MAINTENANCE SERVICES**

WHEREAS, on March 4, 2013, the City executed Contract No. 10-2013 in the amount of \$900,000 with Roush Landscape Services to provide maintenance of landscaped areas within the public right-of-way through February 28, 2016; and

WHEREAS, in April 2015, Roush began maintaining the landscaping at the light rail stations per the City's maintenance agreement with the Sacramento Regional Transit District; and

WHEREAS, on September 21, 2015, the City executed Contract Amendment No. 10-2013-1 to increase the contract budget to \$1,637,600 and extend the term through February 28, 2018; and

WHEREAS, adoption of this Resolution will authorize the City Manager to execute Contract Amendment 10-2013-2 to increase the contract amount from \$1,637,600 to an amount not to exceed \$2,107,600 and extend the contract term from March 1, 2018 to June 30, 2019; and

WHEREAS, the contract extension and additional funding will allow the contractor to continue providing services for the City; and

WHEREAS, the contract is funded through a combination of special districts, Measure A, and the Sacramento Regional Transit District. This contract does not impact the General Fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract Amendment 10-2013-2, with Roush Landscape Services, Inc. to increase the contract amount from \$1,637,600 to an amount not to exceed \$2,107,600 and extend the contract term from March 1, 2018 to June 30, 2019, attached as **Exhibit A**.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5TH day of February, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTACHMENT 1

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

ATTACHMENT 2
Exhibit A to the Resolution
CONTRACT NO. 10-2013-2

**SECOND AMENDMENT TO THE GENERAL SERVICES AGREEMENT
 BETWEEN THE CITY OF RANCHO CORDOVA AND ROUSH LANDSCAPE SERVICES**

This Second Amendment to the General Services Agreement ("Amendment") is made by and between the City of Rancho Cordova ("City") and **Roush Landscape Services** ("Contractor") as of March 1, 2018. City and Contractor are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on March 4, 2013, the City entered into Contract No.10-2013 with Roush Landscape Services for maintenance of City landscape areas within the public right-of-way; and

WHEREAS, on October 1, 2015, Contract 10-2013 was amended to extend the contract term to February 28, 2018 and increase the contract budget to \$1,637,600; and

WHEREAS, this second amendment will extend the term of the contract from March 1, February 28, 2018 to June 30, 2019; and

WHEREAS, this amendment will also increase the contract budget by \$470,000, bringing the total contract to an amount not to exceed \$2,107,600; and

WHEREAS, the Parties agree that changes to the term and services provided for in the General Services Agreement ("GSA") are necessary in order for the City to continue receiving services by Contractor.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The Parties agree to modify the end date of the GSA from February 28, 2018, to June 30, 2019. The first sentence of Section 2 of the GSA, "Term," is amended to read as follows:

"The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2019, unless the term of the Agreement is otherwise terminated as provided for in Section 10."

2. Section 4 of the GSA, "Compensation of Contractor," provides for the City to pay Contractor a total contract budget of \$1,637,600. The Parties agree to amend Section 2 of the GSA in order to increase the compensation amount to pay Contractor for additional services. The first sentence of Section 4 of the GSA is amended to read as follows:

"The Contractor shall be paid \$2,107,600 for performance of the Services pursuant to this Agreement."

3. The document entitled "4.2 Monthly Maintenance Price Schedule," attached hereto as **Exhibit A**, shall replace and supersede the GSA's **Exhibit A (4.2 Monthly Maintenance Price Schedule)**.

ATTACHMENT 2
Exhibit A to the Resolution
CONTRACT NO. 10-2013-2

4. All other terms and conditions in the GSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.
5. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year first above written.

CITY OF RANCHO CORDOVA

CONTRACTOR

Cyrus Abhar, City Manager

Richard Roush, Owner

Date: _____

Date: _____

Attest:

Stacy Leitner, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

ATTACHMENT 2
Exhibit A to the Resolution
CONTRACT NO. 10-2013-2

EXHIBIT A

4.2 MONTHLY MAINTENANCE PRICE SCHEDULE *(Required submittal form)*

<u>Area Location Name</u>	<u>Monthly Maintenance Cost</u>	<u>Total Annual Amount</u>
1. California Jazz		
Base bid for the term of the contract	\$ <u>515.00</u> per month:	\$ 6,180.00
2. Capital Center II		
Base bid for the term of the contract	\$ <u>1,030.00</u> per month:	\$ 12,360
3. Capital Center II (Zinfandel)		
Base bid for the term of the contract	\$ <u>1,751.00</u> per month:	\$ 21,012
4. Capital Village I		
Base bid for the term of the contract	\$ <u>1,236.00</u> per month:	\$ 14,832
5. Citrus Rd		
Base bid for the term of the contract	\$ <u>412.00</u> per month:	\$ 4,944
6. Coloma Rd Median (Dolecetto to Malaga)		
Base bid for the term of the contract	\$ <u>412.00</u> per month:	\$ 4,944
7. Coloma Rd (Sunrise to Truckee River)		
Base bid for the term of the contract	\$ <u>824.00</u> per month:	\$ 9,888
8. Coloma Rd Frontages		
Base bid for the term of the contract	\$ <u>644.00</u> per month:	\$ 7,728
9. Coloma/Chase		
Base bid for the term of the contract	\$ <u>206.00</u> per month:	\$ 2,472
10. Ellenwood		
Base bid for the term of the contract	\$ <u>206.00</u> per month:	\$ 2,472
11. Folsom Blvd South Frontages		
Base bid for the term of the contract	\$ <u>1,236.00</u> per month:	\$ 14,832
12. Folsom Blvd Medians		
Base bid for the term of the contract	\$ <u>1,236.00</u> per month:	\$ 14,832
13. Hogarth Dr		
Base bid for the term of the contract	\$ <u>206.00</u> per month:	\$ 2,472
14. International Dr/Mather Field		
Base bid for the term of the contract	\$ <u>1,236.00</u> per month:	\$ 14,832
15. Mather Field Rd Medians		
Base bid for the term of the contract	\$ <u>309.00</u> per month:	\$ 3,708
16. Sunrise Blvd Medians (S Bridge St to Hwy 50)		
Base bid for the term of the contract	\$ <u>870.00</u> per month:	\$ 10,440

ATTACHMENT 2
Exhibit A to the Resolution
CONTRACT NO. 10-2013-2

17. International Bridge (Kilgore to Sunrise)

Base bid for the term of the contract	\$ <u>309.00</u> per month:	\$ 3,708
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18. Routier Rd Frontage

Base bid for the term of the contract	\$ <u>206.00</u> per month:	\$ 2,472
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19. Routier Rd Over Crossing

Base bid for the term of the contract	\$ <u>309.00</u> per month:	\$ 3,708
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20. Sunrise Blvd Medians (Folsom to Douglas)

Base bid for the term of the contract	\$ <u>721.00</u> per month:	\$ 8,652
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21. White Rock Rd Medians

Base bid for the term of the contract	\$ <u>670.00</u> per month:	\$ 8,040
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22. White Rock Rd (frontage of Costco)

Base bid for the term of the contract	\$ <u>206.00</u> per month:	\$ 2,472
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23. Zinfandel Dr Median at Mitchell School

Base bid for the term of the contract	\$ <u>206.00</u> per month:	\$ 2,472
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24. Folsom Blvd (Sunrise to Hazel)

Base bid for the term of the contract	\$ <u>670.00</u> per month:	\$ 8,040
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25. Folsom Blvd North Frontage

Base bid for the term of the contract	\$ <u>412.00</u> per month:	\$ 4,944
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26. Folsom Blvd South Frontage (unirrigated)

Base bid for the term of the contract	\$ <u>412.00</u> per month:	\$ 4,944
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27. Capital Village II (Phase 3)

Base bid for the term of the contract	\$ <u>361.00</u> per month:	\$ 4,332
---------------------------------------	-----------------------------	----------

28. Capital Village III (Phase 4)

Base bid for the term of the contract	\$ <u>180.00</u> per month:	\$ 2,160
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29. Zinfandel Medians (White Rock to Data) *

Base bid for the term of the contract	\$ <u>300.00</u> per month:	\$ 3,600
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30. Mather Rails to Trails *

Base bid for the term of the contract	\$ <u>1,200.00</u> per month:	\$ 14,400
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31. RT Light Rail Stations:

Mather/Mills Station & Parking Lot contract	\$ <u>1,030.00</u> per month:	\$ 12,360
Zinfandel Station	\$ <u>546.00</u> per month:	\$ 6,552
Cordova Towne Station	\$ <u>546.00</u> per month:	\$ 6,552
Sunrise Station & Parking Lot	\$ <u>1,030.00</u> per month:	\$ 14,832

Unscheduled (extra) Work:	\$100,000.00
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Grand Total:	\$ 362,188.00
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ATTACHMENT 2
Exhibit A to the Resolution
CONTRACT NO. 10-2013-2

* These areas are dependent on project completion and/or negotiations. City will give contractor 30-day notice for commencement of work.

MEMORANDUM

DATE: February 5, 2018

TO: Honorable Mayor and Council Members

FROM: June Cowles, Senior Planner



**SUBJECT: T-MOBILE ANTENNA ADDITION CONDITIONAL USE PERMIT AMENDMENT;
PROJECT NO. DD9744 – LOCATED AT 10430 PETER A. McCUEN
BOULEVARD**

PROPERTY OWNER: County of Sacramento 827 7 th Street Sacramento, CA 95814	APPLICANT/DEVELOPER: T-Mobile 2154 Medici Way El Dorado Hills, CA 95762
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PROJECT: FILE: LOCATION: APN: PLANNER:	The applicant is requesting a Conditional Use Permit Amendment to allow for the installation of additional cellular antennas and corresponding ground equipment on an existing water tank. DD9744 10430 Peter A. McCuen Boulevard 067-0010-095 and 096 June Cowles, Senior Planner
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RECOMMENDATION

Adopt Resolution No. 15-2018.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution 15-2018 would allow the applicant to install additional cellular antennas and corresponding ground equipment on an existing water tank located at 10430 Peter A. McCuen Boulevard. The telecommunication facility will provide increased T-Mobile service.

BACKGROUND

In 2004, the City of Rancho Cordova Planning Commission approved a Conditional Use Permit for a Metro PCS facility to co-locate on an existing water tank. The water tank is located within the Mather Field Special Planning Area (MFSPA), **Figure 1 and Figure 2: Site Location**. The Metro PCS project approval included the following;

- 6 antenna panels located 90-feet high on the existing 158-foot water tank;
- Corresponding ground equipment;
- A 6-foot high concrete block wall with landscaping to screen and protect the ground equipment.

The project site is owned by the County of Sacramento and its use is governed by the County's Department of Water Resources. As shown in the **Figure 3: Existing Conditions** and **Attachment 4: Site Photos**, the water tank is surrounded by an existing parking lot.

Figure 1: General Site Location



Figure 2: Site Location

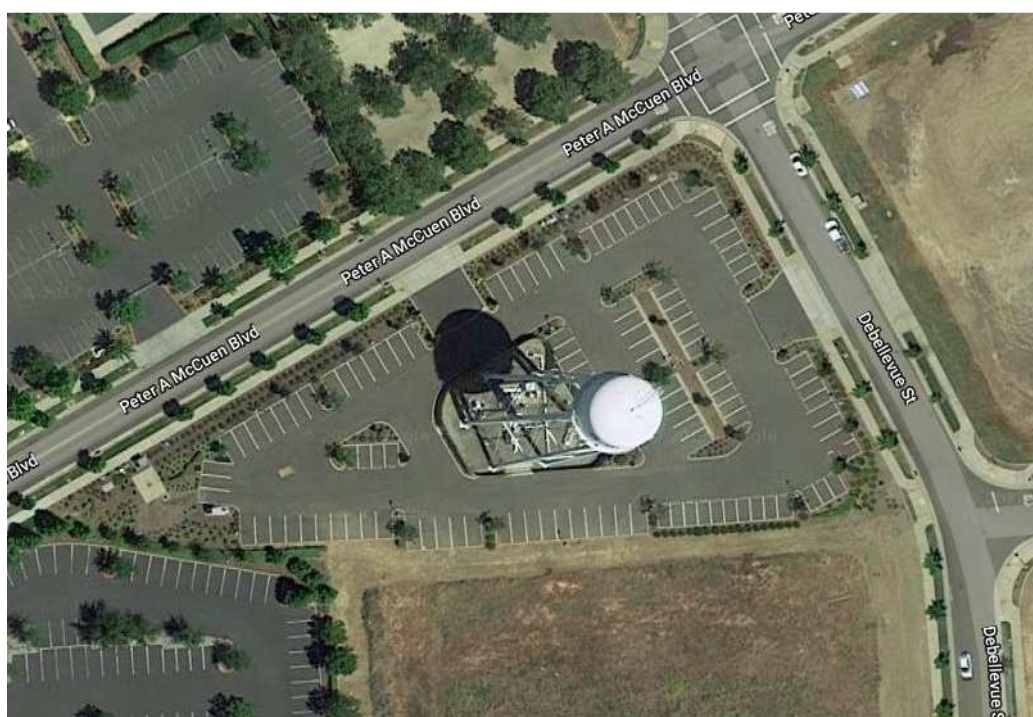


Figure 3: Existing Conditions

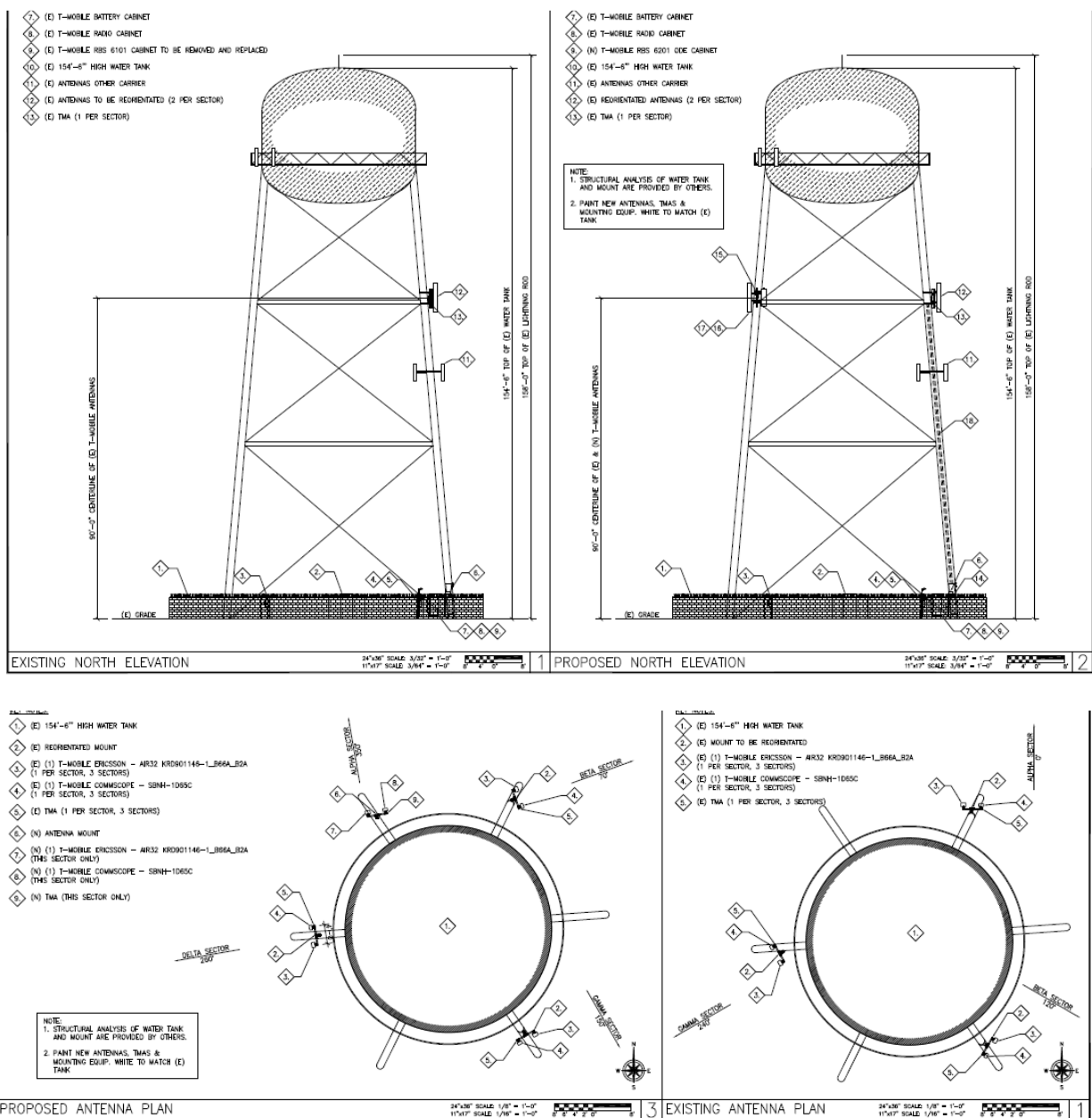


PROJECT DESCRIPTION

The applicant, T-Mobile, is requesting a Conditional Use Permit Amendment (CUP) for the following;

- 2 new antennas that are 4.5-feet X 2-feet and 8-feet X 1-foot with one small amplifier affixed at 90-feet high on the existing water tank. The antennas will be painted to match the water tank.
- Corresponding ground equipment cabinet; 6-feet high and 3-feet X 2.5-feet. Located and screened within the existing 6-foot high concrete block wall area below the water tank. **Figure 4: Proposed Site Plan and Elevation.**

Figure 4: Proposed Site Plan and Elevation



The applicant proposes that the addition of the telecommunications facility would significantly increase coverage for T-Mobile customers within the Mather Field area.

REQUIRED PERMITS AND REGULATORY BASIS

As stated earlier, a Conditional Use Permit was approved by the City of Rancho Cordova Planning Commission for up to 6 antennas. The T-Mobile applicant is requesting 2 new antennas to be added to the existing water tank. Therefore, a Conditional Use Permit amendment is required for the requested additional antennas. The project site is located within the Campus District of the MFSPA. The MFSPA references the Sacramento County Code as the regulating document for this area. The County Code section 301-13.5(a) addresses co-location on existing non-structures or on public owned facilities such as water tanks. The City Council would be the appropriate approving authority.

The proposed project will follow development standards and regulations of Sacramento County Code section 301-13.5. The applicant must also obtain all necessary permits from the Building and Safety Division.

ANALYSIS

(Sacramento County) Zoning Code:

The project site is located within the MFSPA Campus District. The MFSPA references the Sacramento County Zoning Code, which is the regulating document for the Special Planning Area that was adopted in 1997, prior to the incorporation of the City of Rancho Cordova.

Section 301-13.5(a) of the County Code provides the general performance standards that govern the co-location of cellular antennas. The proposed system meets the requirements as follows:

- The antennas, support equipment or cables do not project above the roof line of the existing structure.
- The total of all antenna panels do not exceed greater than 10% of the façade of the structure
- The equipment shelter will be located on the ground outside of any setback area or vehicle parking space.
- The lowest portion of the antennas is located a minimum of 20-feet above grade level.
- The antennas do not extend out more than 18 inches from the facade of the water tower.
- The antennas and equipment shall be painted to blend with the architecture of the existing tower

The proposed T-Mobile project is consistent with Section 301-13.5(a) general performance standards.

Site Check:

Staff completed a site check for compliance on the existing co-location water tank. Two items were noted as follows:

1. Dead landscaping along the west screen concrete block wall.
2. A paint patch that covered previous graffiti is a different color than the wall.

Staff contacted County of Sacramento staff regarding the site check noted items as stated above. County of Sacramento staff stated they would remedy the dead landscaping and the paint patch to match the concrete block wall.

Conditional Use Permit

The proposed project requires a Conditional Use Permit Amendment. The approving authority may approve a Conditional Use Permit (Amendment) if all of the following findings can be found:

1. ***Finding:*** *The site size, dimensions, location, topography, and access are adequate for the needs of the proposed use, considering the proposed building mass, parking, traffic, noise, vibration, exhaust/emissions, light, glare, erosion, odor, dust, visibility, safety, and aesthetic considerations.*

Evidence: The proposed project will be located on an existing water tank, currently serving as a co-location for 6 existing antennas with corresponding equipment within a 6-foot high concrete block wall. The size, location, topography, and access are adequate for the needs of the proposed use.

2. ***Finding:*** *The negative impacts of the proposed use on adjacent properties and on the public can be mitigated through application of other code standards or other reasonable conditions of approval.*

Evidence: The proposed 2 antennas will be painted to match the existing water tank. The existing 6-foot wall screens the ground equipment from adjacent properties and public right-of-way. Therefore, there are no negative impacts of the proposed use on the adjacent properties and the public.

3. ***Finding:*** *All required public facilities have adequate capacity to serve the proposal*

Evidence: The site location includes existing telecommunication antennas and ground equipment with access to the site. Required public facilities have the capacity to serve the proposal.

4. ***Finding:*** *The project meets the requirements of the zoning code including development standards, design guidelines, and special use provisions.*

Evidence: The proposed project is located within the MFSPA, which references the Sacramento County Code as the regulating document for the area. The proposed project meets applicable criteria in the County Code.

5. ***Finding:*** *If structures and site plans are considered nonconforming, the elements of a project that are nonconforming have been brought to compliance with the zoning code, where feasible.*

Evidence: The existing water tank structure and proposed project are compliant with the MFSPA and zoning code as it meets all County Code Section 301-13.5(a) general performance requirements.

General Plan:

The project site is located within the MFSPA that was approved in 1997; the project is not susceptible to guidelines and standards that are within the current General Plan which was not adopted until June 26, 2006. The MFSPA and any project located within that Planning Area follows standards and regulations that were in effect at the time of the Planning Area's adoption.

ENVIRONMENTAL

The proposed project is categorically exempt under Section 15303 (New Construction or Conversion of Small Structures) of the California Environmental Quality Act Guidelines.

RECOMMENDED MOTIONS

Staff recommends that the City Council find the project to be in compliance with the California Environmental Quality Act (CEQA) as exempt pursuant to CEQA Guidelines Section 15303 and adopt Resolution Number 15-2018 approving the T-Mobile Facility, subject to the findings, Project Plans (**Attachment 2, Exhibit A to Resolution 15-2018**) and Conditions of Approval (**Attachment 3, Exhibit B to Resolution 15-2018**).

ATTACHMENT(S)

1. Resolution 15-2018
2. Exhibit A to the Resolution - Project Plans
3. Exhibit B to the Resolution - Conditions of Approval
4. Site Photos
5. 500' Radius Map and Labels

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 15-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT AMENDMENT
FOR T-MOBILE FACILITY LOCATED AT 10430 PETER A. MCCUEN BOULEVARD,
PROJECT #DD9744**

WHEREAS, T-Mobile (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for the approval of a Conditional Use Permit Amendment for 2 new antennas and corresponding ground equipment at an existing water tank located; and

WHEREAS, the existing water tank includes an approved co-location 6 antennas with corresponding ground equipment and a 6-foot high concrete block wall; and

WHEREAS, the proposed project is located within the Mather Field Special Planning Area at 10430 Peter A. McCuen Boulevard in the City of Rancho Cordova (APN: 067-0010-095-0000 and 067-0010-096-0000); and

WHEREAS, the project site is located within the Campus District of the Mather Field Special Planning Area which requires a Conditional Use Permit Amendment; and

WHEREAS, the Mather Field Special Planning Area is regulated by the Sacramento County Code. Therefore, the Sacramento County Code was utilized for review of this project; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a duly noticed public hearing pursuant to Government Code Section 65090 and has considered all written and verbal testimony presented during the hearing; and

WHEREAS, the City Council is the appropriate authority to hear and take action on this project.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL THE CITY OF RANCHO CORDOVA approves the Conditional Use Permit Amendment for T-Mobile facility, subject to the following findings and supporting evidence, and attached project plans (**Exhibit A**) and Conditions of Approval (**Exhibit B**).

- A. **Finding:** The project is categorically exempt under Section 15303 (New Construction or Conversion of Small Structures)

Evidence: Categorical exemption 15303 includes small facilities or structures as well as installation of small new equipment and facilities in small structures. The proposed antennas are 4.5' X 2' and 8' X 1' and the corresponding ground equipment is 6- feet in height and 3' X 2.5'. There are no environmental resources within the vicinity of the project.

- B. The project is consistent with all findings outlined in Chapter 23.134.030 of the City of Rancho Cordova Zoning Code, as follows:

ATTACHMENT 1

1. **Finding:** *The site size, dimensions, location, topography, and access are adequate for the needs of the proposed use, considering the proposed building mass, parking, traffic, noise, vibration, exhaust/emissions, light, glare, erosion, odor, dust, visibility, safety, and aesthetic considerations.*

Evidence: The proposed project will be located on an existing water tank currently serving as a co-location for 6 existing antennas with corresponding equipment within a 6-foot high concrete block wall. The size, location, topography, and access are adequate for the needs of the proposed use

2. **Finding:** *The negative impacts of the proposed use on adjacent properties and on the public can be mitigated through application of other code standards or other reasonable conditions of approval.*

Evidence: The proposed 2 antennas will be painted to match the existing water tank. The existing 6-foot wall screens the ground equipment from adjacent properties and public right-of-way. Therefore, there are no negative impacts of the proposed use on the adjacent properties and the public.

3. **Finding:** *All required public facilities have adequate capacity to serve the proposal*

Evidence: The site location includes existing telecommunication antennas and ground equipment with access to the site. Required public facilities have the capacity to serve the proposal.

4. **Finding:** *The project meets the requirements of the zoning code including development standards, design guidelines, and special use provisions.*

Evidence: The proposed project is located within the MFSPA which references the Sacramento County Code as the regulating document for the area. The proposed project meets applicable criteria in the County Code.

5. **Finding:** *If structures and site plans are considered nonconforming, the elements of a project that are nonconforming have been brought to compliance with the zoning code, where feasible.*

Evidence: The existing water tank structure and the proposed project are compliant with the MFSPA and zoning code as it meets all County Code Section 301-13.5(a) general performance requirements.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5th day of February, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ATTACHMENT 1**ABSTAIN:**

Linda Budge, Mayor**ATTEST:**

Stacy Leitner, City Clerk

GENERAL NOTES:

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR – TBD
SUBCONTRACTOR – GENERAL CONTRACTOR (CONSTRUCTION)
OWNER – T-MOBILE
OEM – ORIGINAL EQUIPMENT MANUFACTURE
2. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING SUBCONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CONTRACTOR.
3. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. SUBCONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
4. DRAWINGS PROVIDED HERE ARE NOT TO BE SCALED AND ARE INTENDED TO SHOW OUTLINE ONLY.
5. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
6. DELETED.
7. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
8. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CONTRACTOR.
9. SUBCONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND T1 CABLES, GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING AND TELCO PLAN DRAWING. SUBCONTRACTOR SHALL UTILIZE EXISTING TRAYS AND/OR SHALL ADD NEW TRAYS AS NECESSARY. SUBCONTRACTOR SHALL CONFIRM THE ACTUAL ROUTING WITH THE CONTRACTOR. ROUTING OF TRENCHING SHALL BE APPROVED BY CONTRACTOR
10. THE SUBCONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT SUBCONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
11. SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OFF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
12. SUBCONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.
13. ALL CONCRETE REPAIR WORK SHALL BE DONE IN ACCORDANCE WITH AMERICAN CONCRETE INSTITUTE (ACI) 301.
14. ANY NEW CONCRETE NEEDED FOR THE CONSTRUCTION SHALL HAVE 4000 PSI STRENGTH AT 28 DAYS UNLESS OTHERWISE SPECIFIED. ALL CONCRETING WORK SHALL BE DONE IN ACCORDANCE WITH ACI 318 CODE REQUIREMENTS.
15. ALL STRUCTURAL STEEL WORK SHALL BE DONE IN ACCORDANCE WITH AISC SPECIFICATIONS.
16. CONSTRUCTION SHALL COMPLY WITH SPECIFICATION 25741-000-3APS-A002-00002, "GENERAL CONSTRUCTION SERVICES.
17. SUBCONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING ANY WORK. ALL DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON THE DRAWINGS MUST BE VERIFIED. SUBCONTRACTOR SHALL NOTIFY THE CONTRACTOR OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
18. THE EXISTING CELL SITE IS IN FULL COMMERCIAL OPERATION. ANY CONSTRUCTION WORK BY SUBCONTRACTOR SHALL NOT DISRUPT THE EXISTING NORMAL OPERATION. ANY WORK ON EXISTING EQUIPMENT MUST BE COORDINATED WITH CONTRACTOR. ALSO, WORK MAY NEED TO BE SCHEDULED FOR AN APPROPRIATE MAINTENANCE WINDOW USUALLY IN LOW TRAFFIC PERIODS AFTER MIDNIGHT.
19. SINCE THE CELL SITE MAY BE ACTIVE, ALL SAFETY PRECAUTIONS MUST BE TAKEN WHEN WORKING AROUND HIGH LEVELS OF ELECTROMAGNETIC RADIATION. EQUIPMENT SHOULD BE SHUTDOWN PRIOR TO PERFORMING ANY WORK THAT COULD EXPOSE THE WORKERS TO DANGER. PERSONAL RF EXPOSURE MONITORS ARE REQUIRED TO BE WORN TO ALERT OF ANY DANGEROUS EXPOSURE LEVELS.
- CONCRETE AND REINFORCING STEEL NOTES:
1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE.
3. REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60, DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES SHALL BE CLASS "B" AND ALL HOOKS SHALL BE STANDARD, UNO.
4. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:
- CONCRETE CAST AGAINST EARTH 3 IN.
- CONCRETE EXPOSED TO EARTH OR WEATHER:
- #6 AND LARGER 2 IN.
- #5 AND SMALLER & WWF 1-1/2 IN.
- CONCRETE NOT EXPOSED TO EARTH OR WEATHER OR NOT CAST AGAINST THE GROUND:
- SLAB AND WALL 3/4 IN.
- COLUMNS 1-1/2 IN. BEAMS AND
- A CHAMFER 3/4" SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNO, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.
5. POST INSTALLED ANCHORS SHALL BE PROVIDED IN ACCORDANCE WITH SPECIFICATION 305-T18-00013 "SELECTION, DESIGN, INSTALLATION, INSPECTION AND TESTING OF ADHESIVE AND MECHANICAL EXPANSION ANCHORS FOR WIRELESS SITE FACILITIES". ANCHORS SHALL BE HILTI OR APPROVED EQUAL, INSTALLED, INSPECTED AND TESTED AS SHOWN ON THE DESIGN DRAWINGS. NO REINFORCING STEEL SHALL BE CUT WITHOUT PRIOR ENGINEERING APPROVAL.
6. CONCRETE CYLINDER TEST IS NOT REQUIRED FOR SLAB ON GRADE WHEN CONCRETE IS LESS THAN 50 CUBIC YARDS (IBC 1905.6.2) IN THAT EVENT THE FOLLOWING RECORDS SHALL BE PROVIDED BY THE CONCRETE SUPPLIER:
- (A) RESULTS OF CONCRETE CYLINDER TESTS PERFORMED AT THE SUPPLIER'S PLANT,
- (B) CERTIFICATION OF MINIMUM COMPRESSIVE STRENGTH FOR THE CONCRETE GRADE SUPPLIED.
- FOR GREATER THAN 50 CUBIC YARDS THE GC SHALL PERFORM THE CONCRETE CYLINDER TEST, TAKING THREE CYLINDERS FROM EACH TRUCK.

GROUNDING NOTES:

1. THE SUBCONTRACTOR SHALL REVIEW AND INSPECT THE EXISTING FACILITY GROUNDING SYSTEM AND LIGHTNING PROTECTION SYSTEM (AS DESIGNED AND INSTALLED) FOR STRICT COMPLIANCE WITH THE NEC (AS ADOPTED BY THE AHJ), THE SITE-SPECIFIC (UL, LPI, OR NFPA) LIGHTNING PROTECTION CODE, AND GENERAL COMPLIANCE WITH TELCORDIA AND T1A GROUNDING STANDARDS. THE SUBCONTRACTOR SHALL REPORT ANY VIOLATIONS OR ADVERSE FINDINGS TO THE CONTRACTOR FOR RESOLUTION.
2. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION, AND AC POWER GES'S) SHALL BE BONDED TOGETHER, AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
3. THE SUBCONTRACTOR SHALL PERFORM IEEE FALL-OFF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR NEW GROUND ELECTRODE SYSTEMS. THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS. TESTS SHALL BE PERFORMED IN ACCORDANCE WITH 25471-000-3PS-E000-0001, DESIGN & TESTING OF FACILITY GROUNDING FOR CELL SITES.
4. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
5. EACH BTS CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, 6 AWG STRANDED COPPER OR LARGER FOR INDOOR BTS; 2 AWG STRANDED COPPER FOR OUTDOOR BTS.
6. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
7. APPROVED ANTIOXIDANT COATINGS (I.E., CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
8. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED WITH STAINLESS STEEL HARDWARE TO THE BRIDGE AND THE TOWER GROUND BAR.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
11. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH 6 AWG COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
12. GROUND CONDUCTORS USED IN THE FACILITY GROUND AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS. WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON-METALLIC MATERIAL, SUCH AS PVC PLASTIC CONDUIT SHALL BE USED. WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (E.G., NON-METALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
13. ALL TOWER GROUNDING SYSTEMS SHALL COMPLY WITH THE REQUIREMENTS OF ANSI/TIA 222. FOR TOWERS BEING BUILT TO REV C OF THE STANDARD, THE WIRE SIZE OF THE BURIED GROUND RING AND CONNECTIONS BETWEEN THE TOWER AND THE BURIED GROUND RING SHALL BE CHANGED FROM 2 AWG TO 2/0 AWG. IN ADDITION, THE MINIMUM LENGTH OF THE GROUND RODS SHALL BE INCREASED FROM 8 FEET TO 10 FEET.

SITE WORK GENERAL NOTES:

1. THE SUBCONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
2. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED BY THE SUBCONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. SUBCONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO: A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING & EXCAVATION.
3. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS AND PROJECT SPECIFICATIONS.
4. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OFF LEGALLY.
5. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF CONTRACTOR, OWNER AND/OR LOCAL UTILITIES.
6. SUBCONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION.
7. THE SUBCONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE VERIZON WIRELESS SPECIFICATION FOR SITE SIGNAGE.
8. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE BTS EQUIPMENT AND TOWER AREAS.
9. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
10. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
11. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION.
12. SUBCONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL JURISDICTION'S GUIDELINES FOR EROSION AND SEDIMENT CONTROL.

ELECTRICAL INSTALLATION NOTES:

1. WIRING, RACEWAY, AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC AND TELCORDIA.
2. SUBCONTRACTOR SHALL MODIFY EXISTING CABLE TRAY SYSTEM AS REQUIRED TO SUPPORT RF AND TRANSPORT CABLEING TO THE NEW BTS EQUIPMENT. SUBCONTRACTOR SHALL SUBMIT MODIFICATIONS TO CONTRACTOR FOR APPROVAL.
3. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC AND TELCORDIA.
4. CABLES SHALL NOT BE ROUTED THROUGH LADDER-STYLE CABLE TRAY RUNGS.
5. EACH END OF EVERY POWER, GROUNDING, AND T1 CONDUCTOR AND CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2 INCH PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC & OSHA, AND MATCH EXISTING INSTALLATION REQUIREMENTS.
6. POWER PHASE CONDUCTORS (I.E., HOTS) SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2 INCH PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). PHASE CONDUCTOR COLOR CODES SHALL CONFORM WITH THE NEC & OSHA AND MATCH EXISTING INSTALLATION REQUIREMENTS.
7. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOD PLASTIC LABELS. ALL EQUIPMENT SHALL BE LABELED WITH THEIR VOLTAGE RATING, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING, AND BRANCH CIRCUIT ID NUMBERS (I.E., PANELBOARD AND CIRCUIT ID'S).
8. PANELBOARDS (ID NUMBERS) AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABELED WITH ENGRAVED LAMACOD PLASTIC LABELS.
9. ALL TIE WRAPS WHERE PERMITTED SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES. USE LOW PROFILES TIE WRAPS.
10. POWER, CONTROL, AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (12 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90 °C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
11. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE CONDUCTOR (6 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2 GREEN INSULATION, CLASS B STRANDED COPPER CABLE RATED FOR 90 °C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
12. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED OUTDOORS, OR BELOW GRADE, SHALL BE SINGLE CONDUCTOR 2 AWG SOLID TINNED COPPER CABLE, UNLESS OTHERWISE SPECIFIED.
13. POWER WIRING, NOT IN TUBING OR CONDUIT, SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (12 AWG OR LARGER), 600 V, OIL RESISTANT THHN OR THWN-2, CLASS B STRANDED COPPER CABLE RATED FOR 90 °C (WET AND DRY) OPERATION; WITH OUTER JACKET; LISTED OR LABELED FOR THE LOCATION USED, UNLESS OTHERWISE SPECIFIED.
14. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRENUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRENUTS SHALL BE RATED FOR OPERATION AT NO LESS THAN 75°C (90°C IF AVAILABLE).
15. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NEC.
16. NEW RACEWAY OR CABLE TRAY WILL MATCH THE EXISTING INSTALLATION WHERE POSSIBLE.
17. ELECTRICAL METALLIC TUBING (EMT) OR RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40, OR RIGID PVC SCHEDULE 80 FOR LOCATIONS SUBJECT TO PHYSICAL DAMAGE) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
18. ELECTRICAL METALLIC TUBING (EMT), ELECTRICAL NONMETALLIC TUBING (ENT), OR RIGID NONMETALLIC CONDUIT (RIGID PVC, SCHEDULE 40) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
19. GALVANIZED STEEL INTERMEDIATE METALLIC CONDUIT (MC) SHALL BE USED FOR OUTDOOR LOCATIONS ABOVE GRADE.
20. RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40 OR RIGID PVC SCHEDULE 80) SHALL BE USED UNDERGROUND; DIRECT BURIED, IN AREAS OF OCCASIONAL LIGHT VEHICLE TRAFFIC OR ENCASED IN REINFORCED CONCRETE IN AREAS OF HEAVY VEHICLE TRAFFIC.
21. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
22. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SETSCREW FITTINGS ARE NOT ACCEPTABLE.
23. CABINETS, BOXES, AND WIREWAYS SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE, AND NEC.
24. CABINETS, BOXES, AND WIREWAYS TO MATCH THE EXISTING INSTALLATION WHERE POSSIBLE.
25. WIREWAYS SHALL BE EPOXY-COATED (GRAY) AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARD; SHALL BE PANDUIT TYPE E (OR EQUAL); AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
26. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES, AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL, SHALL MEET OR EXCEED UL 50, AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS.
27. METAL RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED, OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
28. NONMETALLIC RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
29. THE SUBCONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CONTRACTOR BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
30. THE SUBCONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD AGAINST LIFE AND PROPERTY.

SOIL COMPACTION NOTES FOR SLAB ON GRADE:

1. EXCAVATE AS REQUIRED TO REMOVE VEGETATION & TOPSOIL EXPOSE UNDISTURBED NATURAL SUBGRADE AND PLACE CRUSHED STONE AS REQUIRED.
- 2a. COMPACTION CERTIFICATION: AN INSPECTION AND WRITTEN CERTIFICATION BY A QUALIFIED GEOTECHNICAL TECHNICIAN OR ENGINEER IS ACCEPTABLE.
- 2b. AS AN ALTERNATIVE TO ITEM 2a. THE "UNDISTURBED SOIL" BASE SHALL BE COMPACTED WITH "COMPACTION EQUIPMENT", LISTED BELOW, TO AT LEAST 90% MODIFIED PROCTOR MAXIMUM DENSITY PER ASTM D 1557 METHOD C.
- 2c. AS AN ALTERNATIVE TO ITEMS 2a AND 2b. PROOFROLL THE SUBGRADE SOILS WITH 5 PASSES OF A MEDIUM SIZED VIBRATORY PLATE COMPACTOR (SUCH AS BOMAG BPR 30/38) OR HAND-OPERATED SINGLE DRUM VIBRATORY ROLLER (SUCH AS BOMAG BW 55E). ANY SOFT AREAS THAT ARE ENCOUNTERED SHOULD BE REMOVED AND REPLACED WITH A WELL-GRADED GRANULAR FILL, AND COMPACTED AS STATED ABOVE.
3. COMPACTED SUBBASE SHALL BE UNIFORM & LEVELED. PROVIDE 6" MINIMUM CRUSHED STONE OR GRAVEL COMPACTED IN 3" LIFTS ABOVE COMPACTED SOIL. GRAVEL SHALL BE NATURAL OR CRUSHED WITH 100% PASSING 1" SIEVE.

COMPACTION EQUIPMENT:

HAND OPERATED DOUBLE DRUM, VIBRATORY ROLLER, VIBRATORY PLATE COMPACTOR OR JUMPING JACK COMPACTOR.

SYMBOLS



SOLID GROUND BUS BAR



SOLID NEUTRAL BUS BAR



SUPPLEMENTAL GROUND BAR



2-POLE THERMAL-MAGNETIC CIRCUIT BREAKER



SINGLE-POLE THERMAL-MAGNETIC CIRCUIT BREAKER



CHEMICAL GROUND ROD



GROUND ROD



DISCONNECT SWITCH



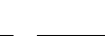
METER



CADWELD TYPE CONNECTION



COMPRESSION TYPE CONNECTION



GROUNDING WIRE

ABBREVIATIONS

AGL ABOVE GRADE LEVEL

BTS BASE TRANSCEIVER STATION

(E) EXISTING

NEW NEW

MIN MINIMUM

N.T.S. NOT TO SCALE

REF REFERENCE

RF RADIO FREQUENCY

TYP TYPICAL

REQ REQUIRED

EGR EQUIPMENT GROUND RING

AWG AMERICAN WIRE GAUGE

CRGB MASTER GROUND BAR
(MASTER GROUND BAR)

EG EQUIPMENT GROUND

BCW BARE COPPER WIRE

SIAD SMART INTEGRATED ACCESS DEVICE

GEN GENERATOR

IGR INTERIOR GROUND RING (HALO)

RBS RADIO BASE STATION

SYMBOLS & ABBREVIATIONS

PREPARED FOR:



1755 CREEKSIDE OAKS DRIVE
SUITE 190
SACRAMENTO, CA 95833

CONSULTING FIRM



22972 SOUTH 193 STREET,
QUEEN CREEK AZ 85142
PHONE: 602-910-6030 FAX: 480-279-1271

PROJECT NO:	0000
DRAWN BY:	CH
CHECKED BY:	GH

0	9/14/17	ISSUE FOR SUBMITTAL
A	8/23/17	ISSUE FOR REVIEW
REV	DATE	DESCRIPTION



MATHER ROSEMONT
SC90181

10430 PETER A. MCCUEN BLVD
SACRAMENTO, CA 95655
SACRAMENTO COUNTY

SHEET TITLE

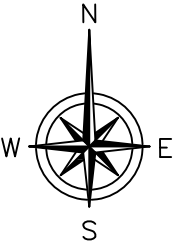
GENERAL NOTES

SHEET NUMBER

GN-1

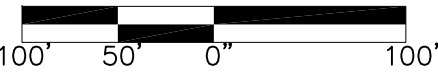
SITE PLAN KEY NOTES:

- 1. (E) PROPERTY LINE
- 2. (E) PARKING LOT
- 3. (E) SITE ACCESS
- 4. (E) T-MOBILE EQUIPMENT CABINETS
- 5. (E) 154'-6" HIGH WATER TANK



SITE PLAN

24"x36" SCALE: 1" = 100'-0"
11"x17" SCALE: 1" = 200'-0"



1

PREPARED FOR:

T-Mobile
WEST LLC

1755 CREEKSIDE OAKS DRIVE
SUITE 190
SACRAMENTO, CA 95833

CONSULTING FIRM

SINGLE SOURCE

22972 SOUTH 193 STREET,
QUEEN CREEK AZ 85142
PHONE: 602-910-6030 FAX: 480-279-1271

PROJECT NO:	0000
DRAWN BY:	CH
CHECKED BY:	GH

0	9/14/17	ISSUE FOR SUBMITTAL
A	8/23/17	ISSUE FOR REVIEW
REV	DATE	DESCRIPTION



MATHER ROSEMONT
SC90181

10430 PETER A. MCCUEN BLVD
SACRAMENTO, CA 95655
SACRAMENTO COUNTY

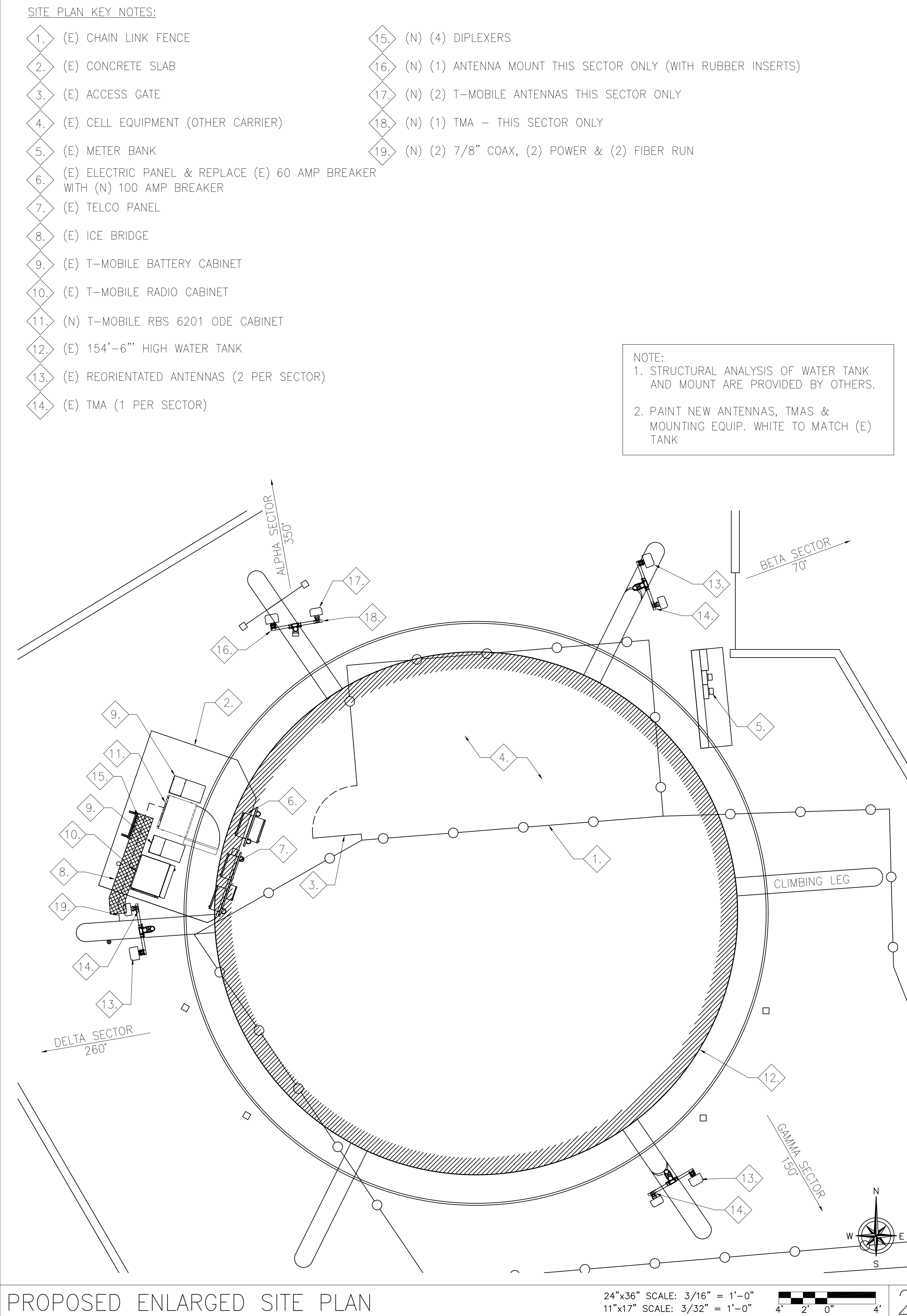
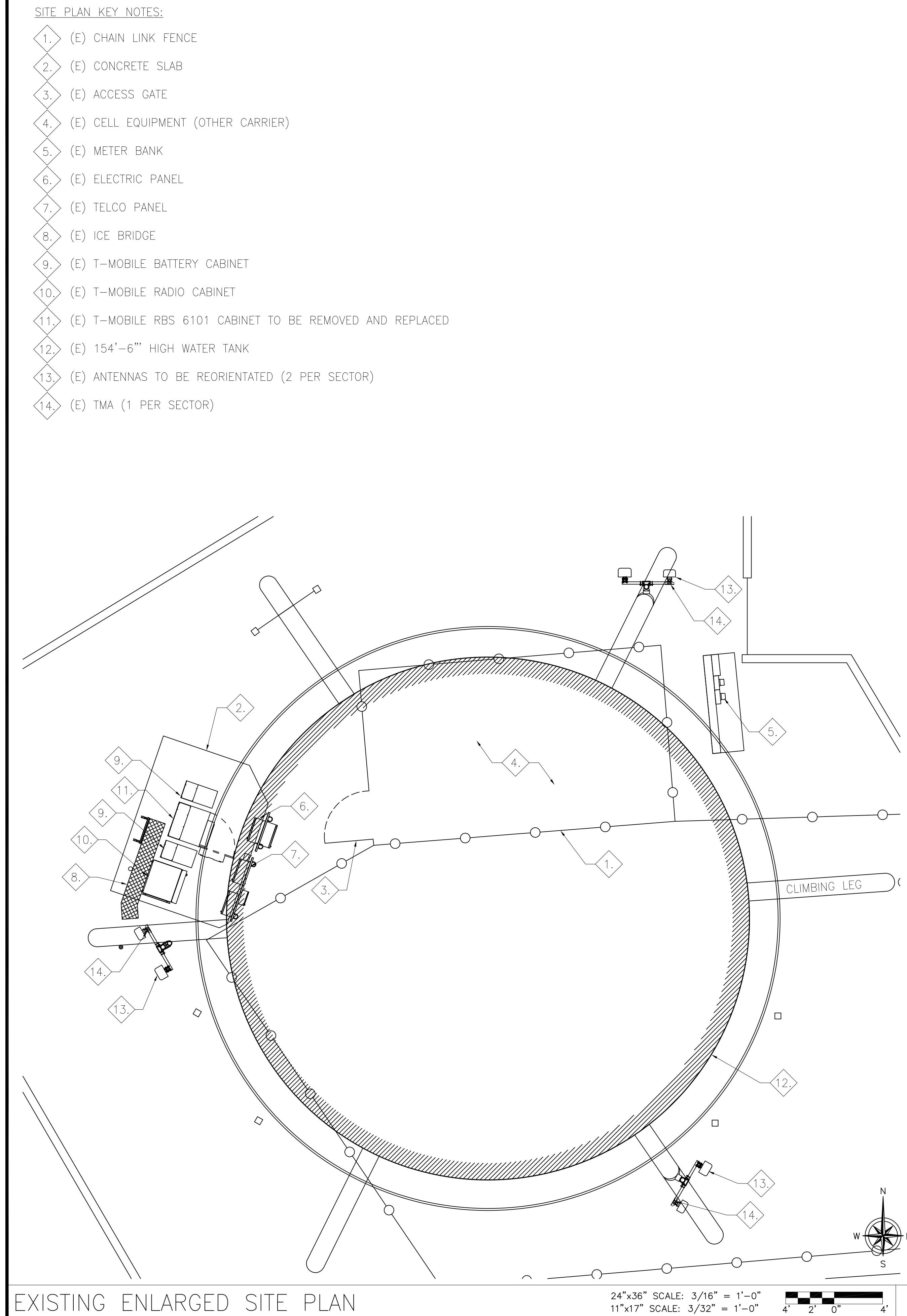
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SITE PLAN

SHEET NUMBER

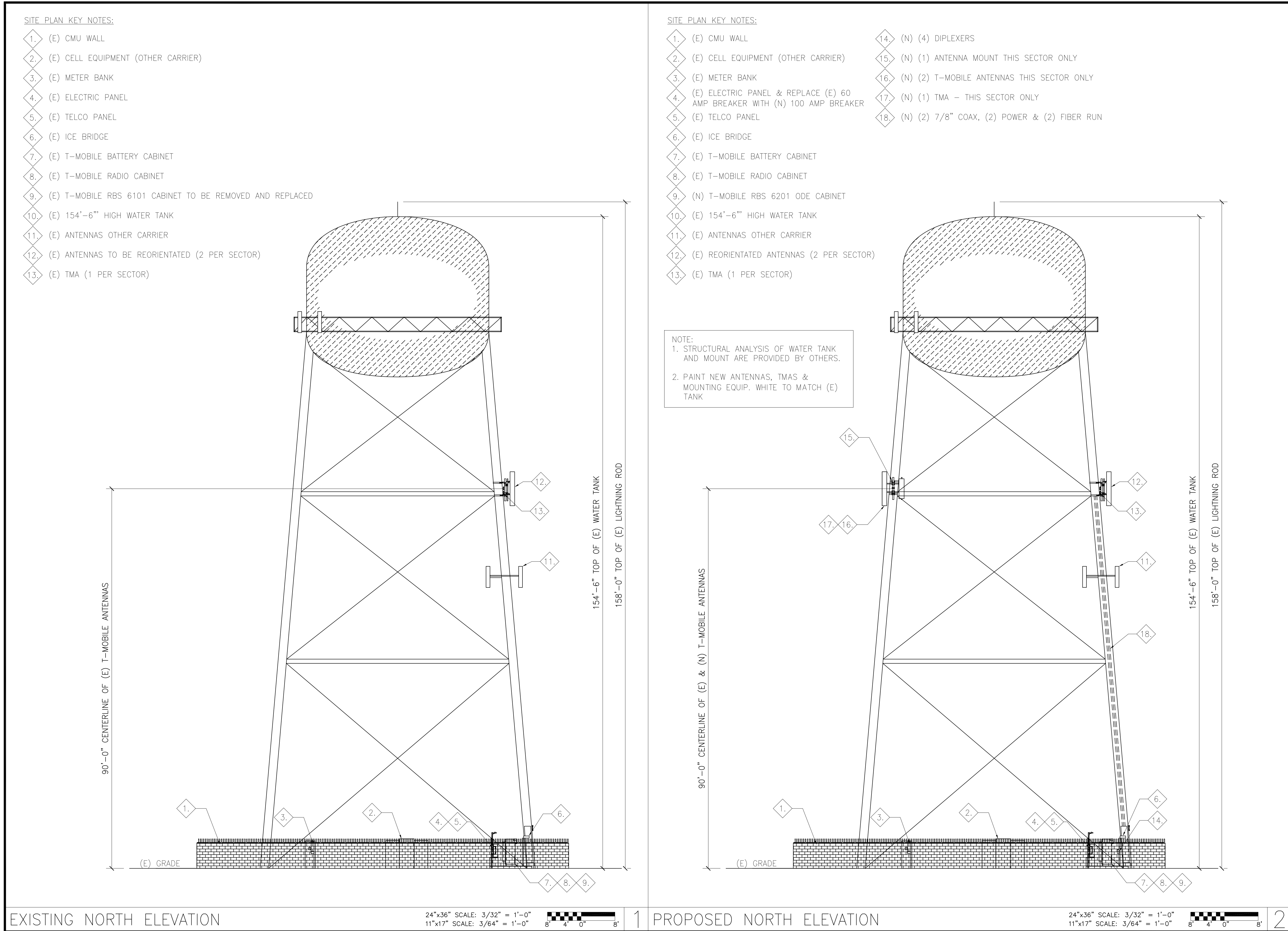
A-1

AGENDA ITEM 10.1



 Mobile WEST LLC 1755 CREEKSIDE OAKS DRIVE SUITE 190 SACRAMENTO, CA 95833		
CONSULTING FIRM		
SINGLE SOURCE		
22972 SOUTH 193 STREET, QUEEN CREEK AZ 85142 PHONE: 602-910-6030 FAX: 480-279-1271		
PROJECT NO:	0000	
DRAWN BY:	CH	
CHECKED BY:	GH	
O	9/14/17	ISSUE FOR SUBMITTAL
A	8/23/17	ISSUE FOR REVIEW
REV	DATE	DESCRIPTION
		
MATHER ROSEMONT SC90181 10430 PETER A. MCCUEN BLVD SACRAMENTO, CA 95655 SACRAMENTO COUNTY		
SHEET TITLE		
ENLARGED SITE PLAN		
SHEET NUMBER		
A-2		

AGENDA ITEM 10.1



PREPARED FOR:  WEST LLC 1755 CREEKSIDE OAKS DRIVE SUITE 190 SACRAMENTO, CA 95833		
CONSULTING FIRM  22972 SOUTH 193 STREET, QUEEN CREEK AZ 85142 PHONE: 602-910-6030 FAX: 480-279-1271		
PROJECT NO:	0000	
DRAWN BY:	CH	
CHECKED BY:	GH	
O	9/14/17	ISSUE FOR SUBMITTAL
A	8/23/17	ISSUE FOR REVIEW
REV	DATE	DESCRIPTION
		
MATHER ROSEMONT SC90181 10430 PETER A. MCCUEN BLVD SACRAMENTO, CA 95655 SACRAMENTO COUNTY		
SHEET TITLE ELEVATIONS		
SHEET NUMBER A-3		

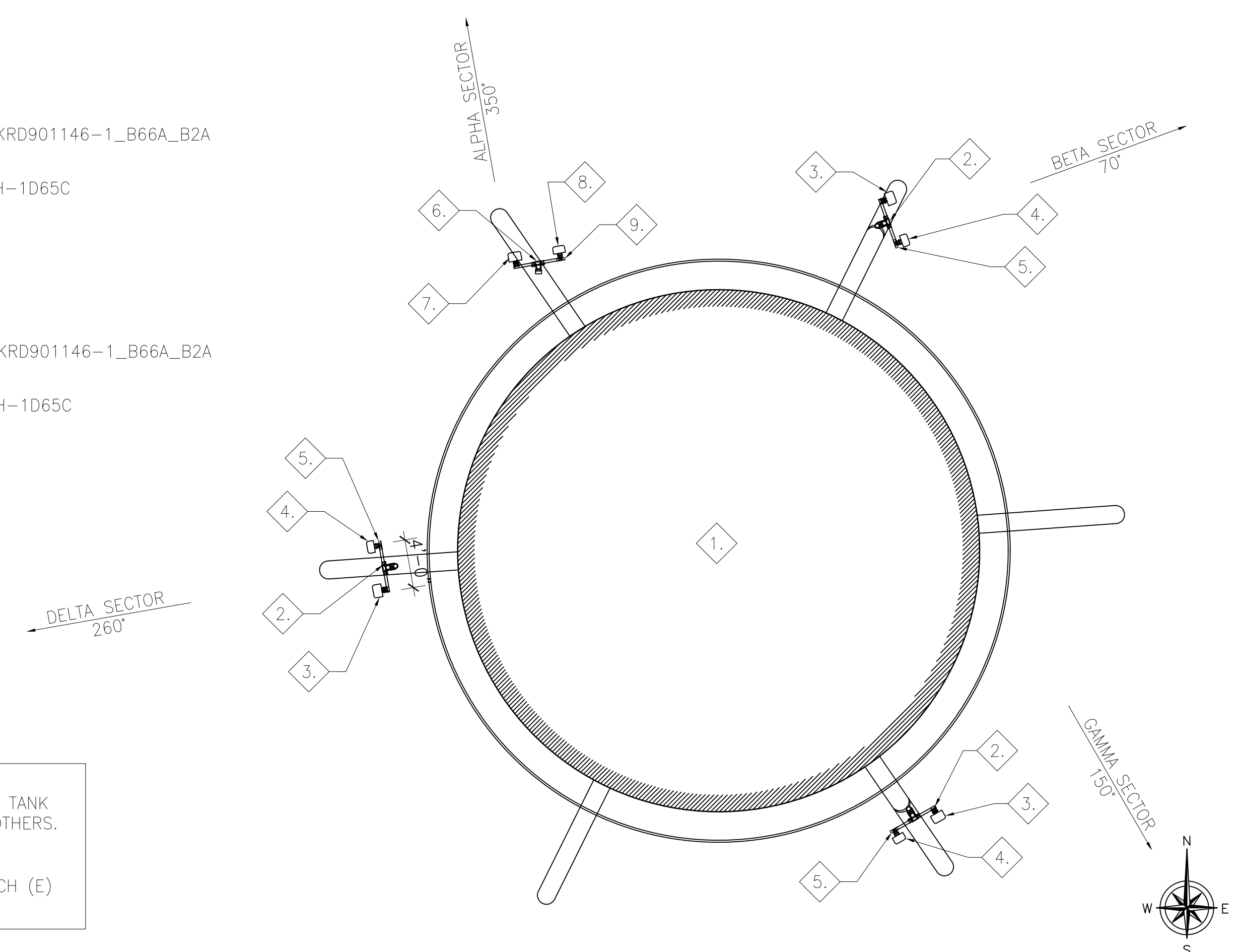
[illegible]

IMPORTANT NOTES: INSTALLER TO VERIFY LATEST PLUMBING/WIRING DIAGRAMS, PRIOR TO INSTALLATION. (E) ANTENNAS TO BE REORIENTATED (2 PER SECTOR)
INSTALLER TO VERIFY CURRENT RFDS SHEET PRIOR TO INSTALLATION. (E) TMA (1 PER SECTOR)

PROPOSED ANTENNA SCHEDULE

2

- KEY NOTES:
1. (E) 154'-6" HIGH WATER TANK
 2. (E) REORIENTATED MOUNT
 3. (E) (1) T-MOBILE ERICSSON - AIR32 KRD901146-1_B66A_B2A
(1 PER SECTOR, 3 SECTORS)
 4. (E) (1) T-MOBILE COMMSCOPE - SBNH-1D65C
(1 PER SECTOR, 3 SECTORS)
 5. (E) TMA (1 PER SECTOR, 3 SECTORS)
 6. (N) ANTENNA MOUNT
 7. (N) (1) T-MOBILE ERICSSON - AIR32 KRD901146-1_B66A_B2A
(THIS SECTOR ONLY)
 8. (N) (1) T-MOBILE COMMSCOPE - SBNH-1D65C
(THIS SECTOR ONLY)
 9. (N) TMA (THIS SECTOR ONLY)



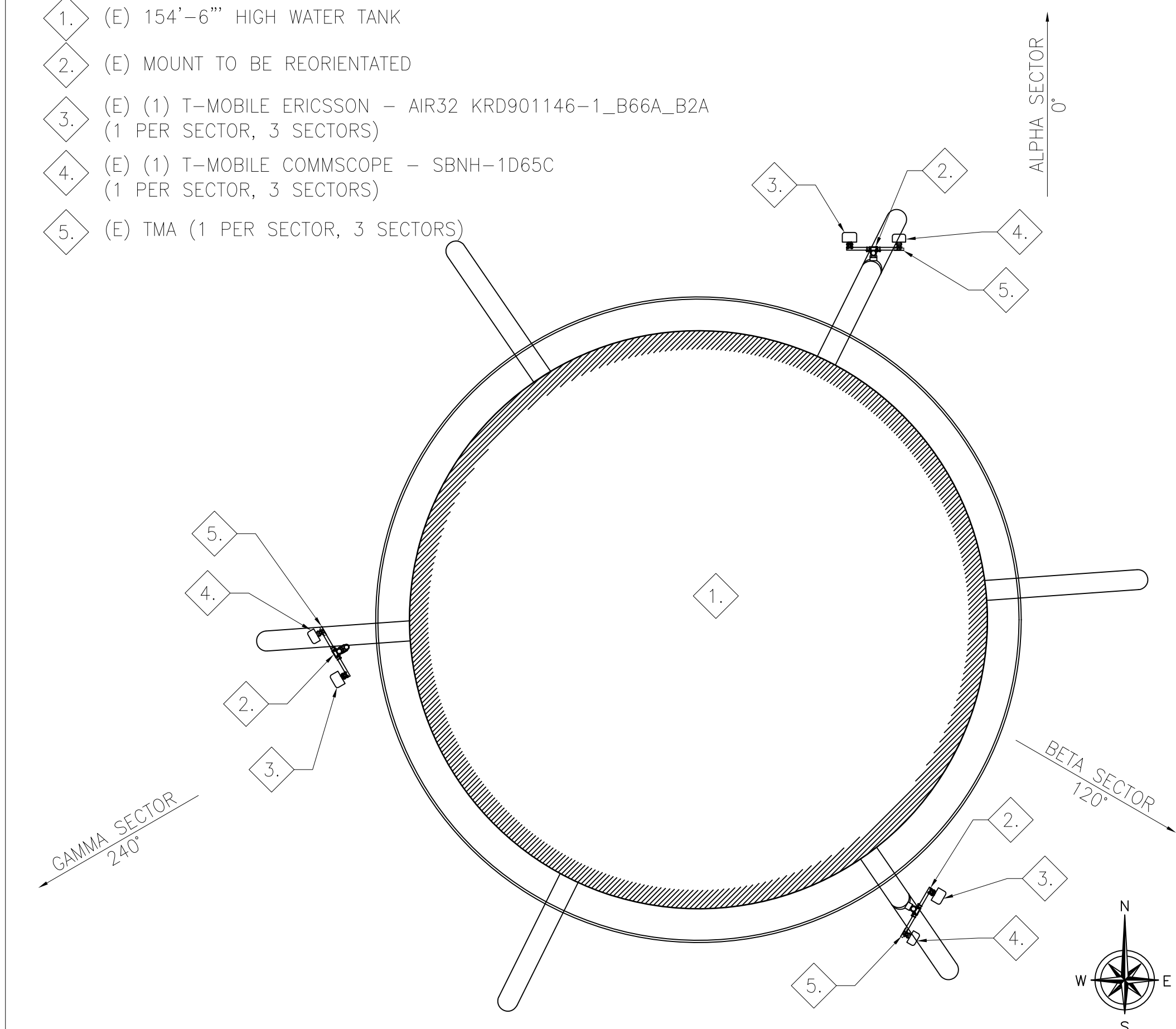
NOTE:

1. STRUCTURAL ANALYSIS OF WATER TANK AND MOUNT ARE PROVIDED BY OTHERS.
2. PAINT NEW ANTENNAS, TMAS & MOUNTING EQUIP. WHITE TO MATCH (E) TANK

PROPOSED ANTENNA PLAN

24"x36" SCALE: $1/8" = 1'-0"$
11"x17" SCALE: $1/16" = 1'-0"$

- KEY NOTES:
1. (E) 154'-6" HIGH WATER TANK
 2. (E) MOUNT TO BE REORIENTATED
 3. (E) (1) T-MOBILE ERICSSON - AIR32 KRD901146-1_B66A_B2A
(1 PER SECTOR, 3 SECTORS)
 4. (E) (1) T-MOBILE COMMSCOPE - SBNH-1D65C
(1 PER SECTOR, 3 SECTORS)
 5. (E) TMA (1 PER SECTOR, 3 SECTORS)



3	EXISTING ANTENNA PLAN
---	-----------------------

24"x36" SCALE: $1/8" = 1'-0"$
11"x17" SCALE: $1/16" = 1'-0"$

PREPARED FOR:

T · Mobile®
WEST LLC

1755 CREEKSIDE OAKS DRIVE
SUITE 190
SACRAMENTO, CA 95833

CONSULTING FIRM

**SINGLE
SOURCE**

22972 SOUTH 193 STREET,
QUEEN CREEK AZ 85142

PHONE: 480-910-6030 FAX: 480-279-1271

PROJECT NO:	0000
DRAWN BY:	CH
CHECKED BY:	GH

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A	8/23/17	ISSUE FOR REVIEW
REV	DATE	DESCRIPTION

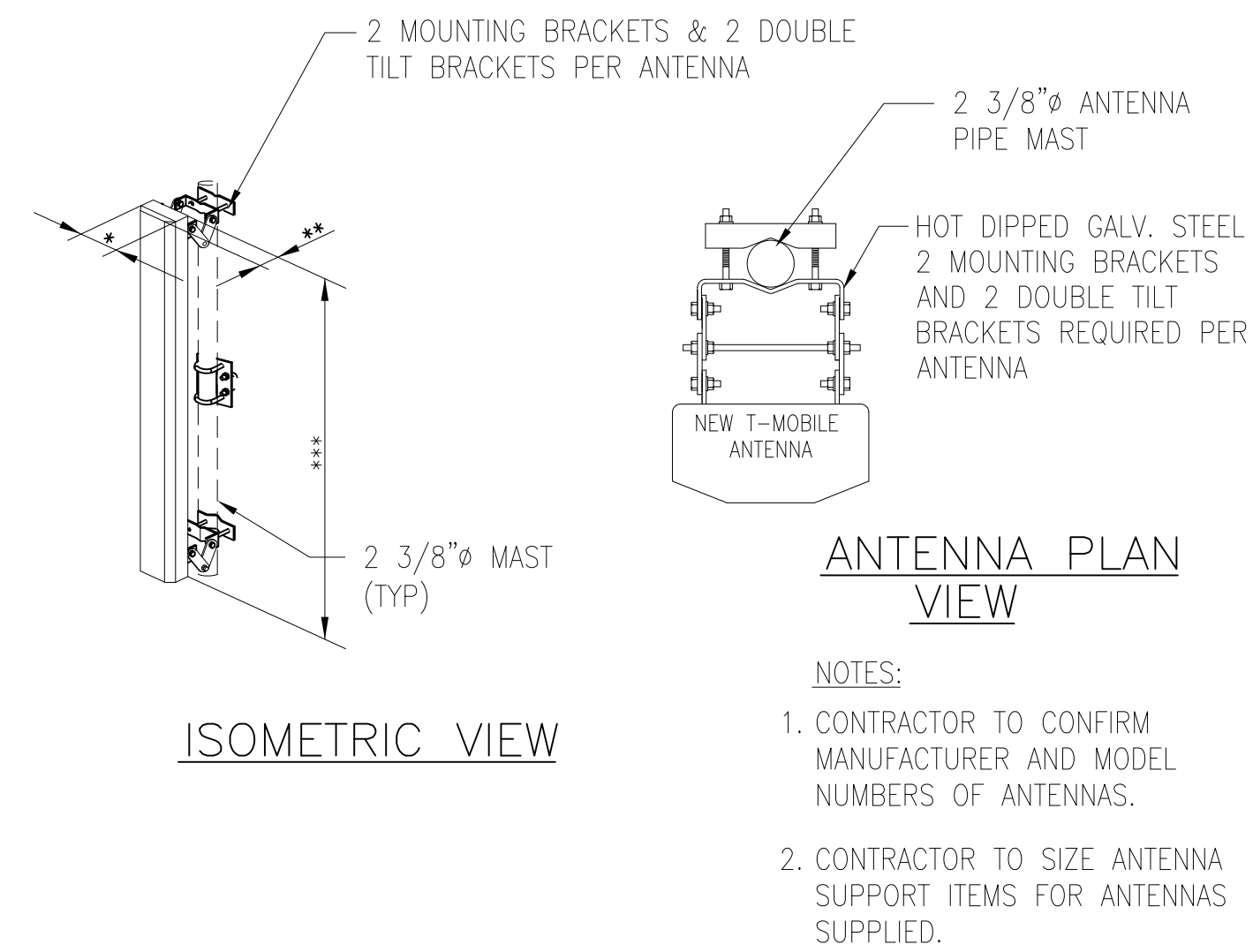


MATHER ROSEMONT
SC90181

10430 PETER A. MCCUEN BLVD
SACRAMENTO, CA 95655
SACRAMENTO COUNTY

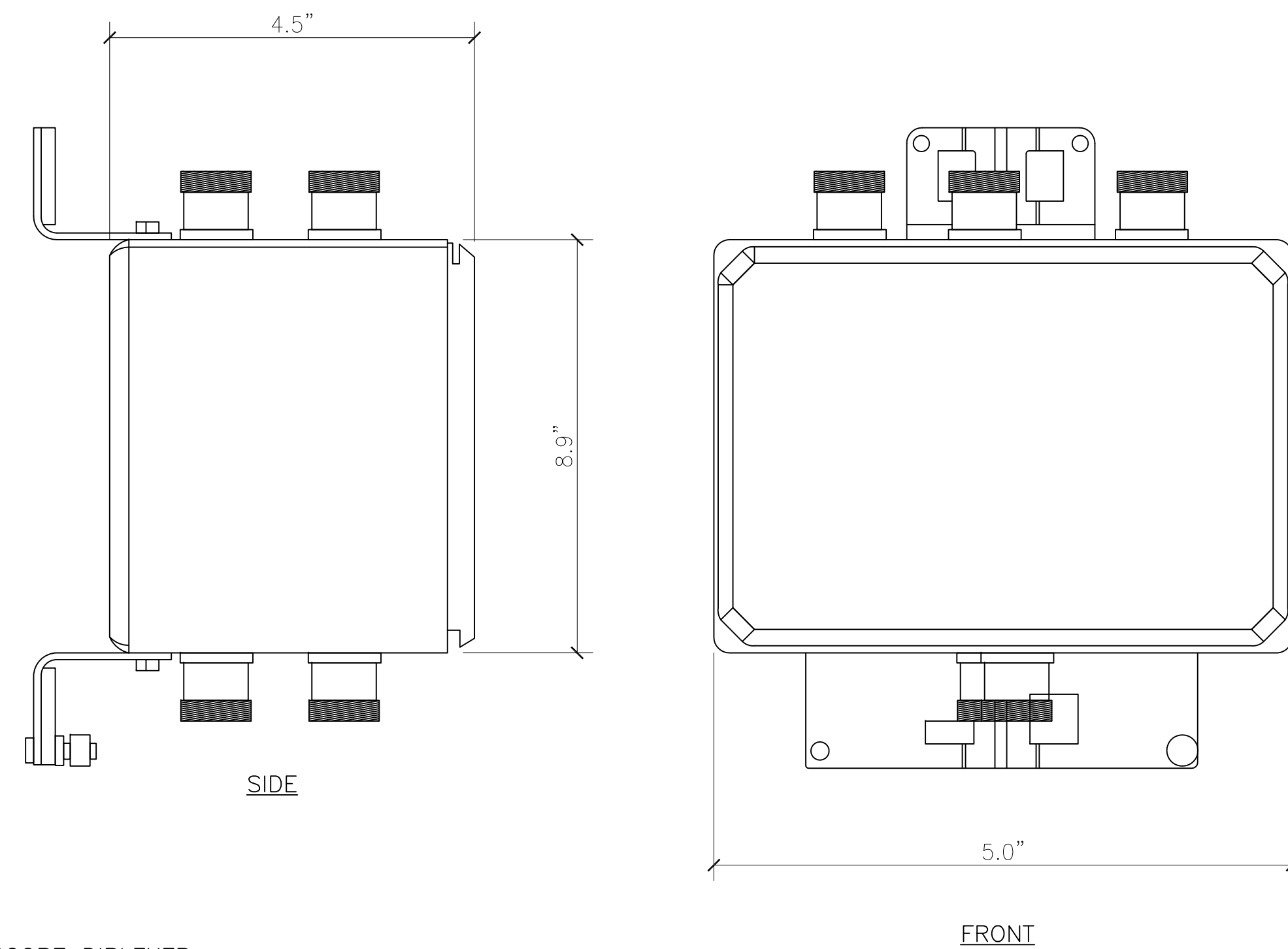
SHEET TITLE
ANTENNA PLAN
AND ANTENNA
SCHEDULE

SHEET NUMBER
A — 4



ANTENNA DIMENSIONS			
ANTENNA MODEL#	** (W)	** (D)	*** (L)
ERICSSON — AIR32 KR0901146-1_B66A_B2A	12.9"	8.7"	56.6"
COMMSCOPE — SBNH-1D65C	11.9"	7.1"	96.5"

(OR SIMILAR)



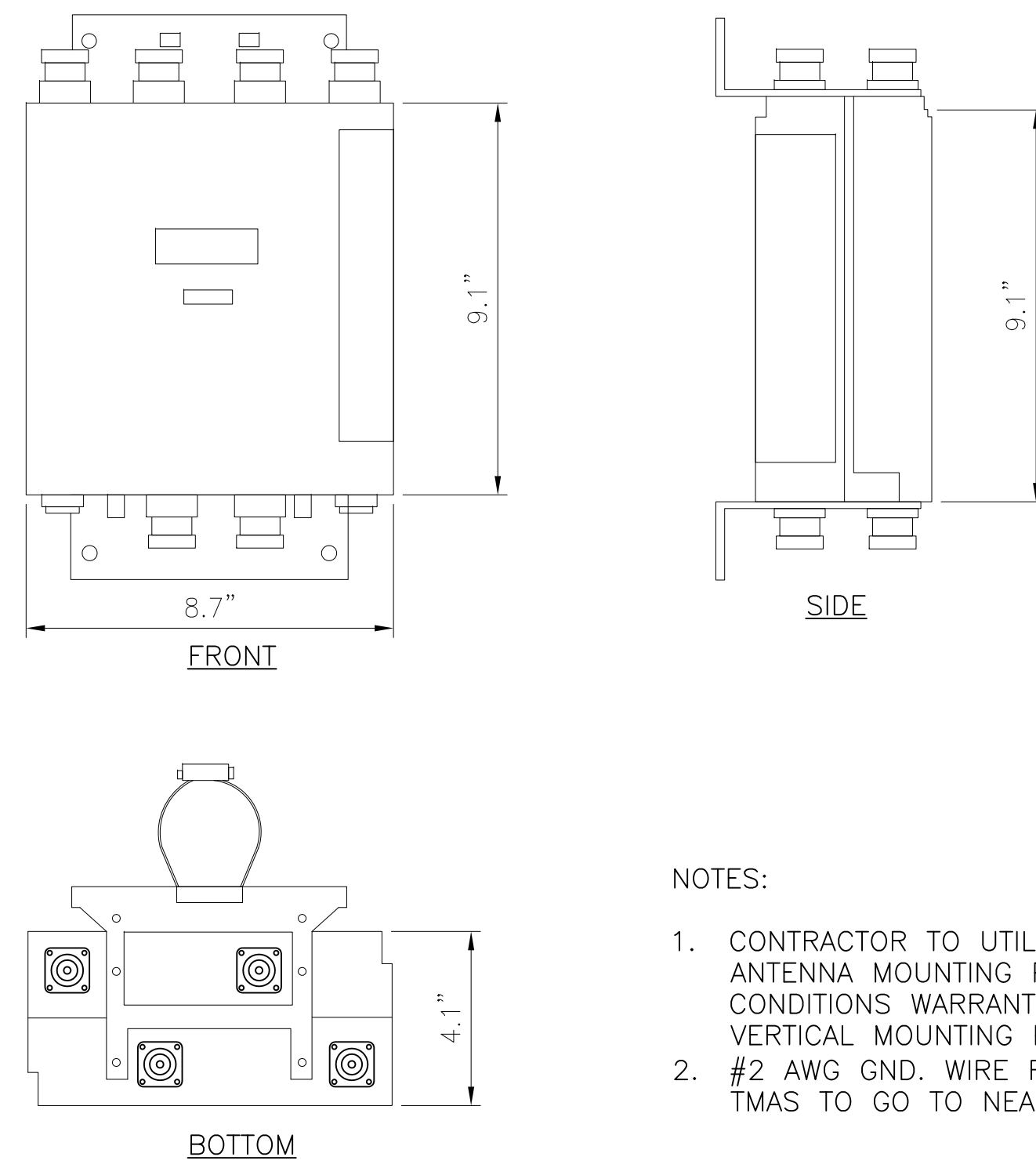
COMMSCOPE DIPLEXER
MODEL# CDX623T-DS | E15V95P61
HEIGHT 8.9"
WIDTH 5.0"
DEPTH 4.5"
WEIGHT, WITHOUT MOUNTING HARDWARE: 15.4LB
MOUNTING HARDWARE WEIGHT: 0.9LB

ANTENNA DETAIL

SCALE:	4
NTS	

DIPLEXER DETAIL

SCALE:	2
NTS	



NOTES:

1. CONTRACTOR TO UTILIZE EXISTING ANTENNA MOUNTING PIPE UNLESS FIELD CONDITIONS WARRANT USE OF NEW VERTICAL MOUNTING PIPE
2. #2 AWG GND. WIRE FROM LUG ON NEW TMAS TO GO TO NEAREST GROUND BAR

TMA DETAIL — TMA1921xB68-21A | E15Z01P39

3	NOT USED
---	----------

	1
--	---

PREPARED FOR:

T-Mobile®
WEST LLC

1755 CREEKSIDE OAKS DRIVE
SUITE 190
SACRAMENTO, CA 95833

CONSULTING FIRM

**SINGLE
SOURCE**

22972 SOUTH 193 STREET,
QUEEN CREEK AZ 85142

PHONE: 602-910-6030 FAX: 480-279-1271

PROJECT NO:	0000
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MATHER ROSEMONT
SC90181

10430 PETER A. MCCUEN BLVD
SACRAMENTO, CA 95665
SACRAMENTO COUNTY

SHEET TITLE	
DETAILS	

SHEET NUMBER
A-5

PART #	SIZE RANGE
MC-RM3060-3	30" – 60"

(P) T-MOBILE COMMScope 3-SECTOR RING —
MOUNT MODEL #MC-RM3060-3 OR APPROVED
EQUAL (TYP. OF 2)

—GC TO FIELD CUT RUBBER
INSERTS AS REQUIRED BY
WATER DISTRICT

COMMSCOPE U-BOLTS

COMMSCOPE UNIVERSAL PIPE ———
MOUNT KIT MODEL# PM-SU35-48

COMMSCOPE U-BOLTS

T-MOBILE 3-1/2" DIA. GALVANIZED STEEL
PIPE LENGTH TO BE DETERMINED IN THE
FIELD DURING CONSTRUCTION

Diagram illustrating the antenna array structure and components:

- HEIGHT AS REQUIRED**: Dimension indicating the vertical height of the structure.
- VARIES PER APPLICATION**: Dimension indicating the horizontal spacing between the vertical pipes.
- COMPONENTS AND PARTS**:
 - (P) T-MOBILE 3-1/2" DIA. HORIZONTAL GALVANIZED STEEL PIPES (TYP. OF 2 PER SECTOR) CUT PIPE TO A LENGTH OF 7'-0"
 - (3) NEW 2-3/8" DIA. VERTICAL GALVANIZED STEEL PIPE FOR ANTENNA MOUNTING
 - (P) T-MOBILE GALVANIZED STEEL CROSSOVER PLATES COMMSCOPE KITS# XP-2030 (TYP. OF 8)
 - COMMSCOPE UNIVERSAL PIPE MOUNT KIT MODEL# PM-SU35-48
- NOTES**:
 - AFFIX (2) NEW PANEL ANTENNAS TO AN EXISTING SINGLE VERTICAL PIPE MOUNT
 - ALL HARDWARE AND ACCESSORIES SHALL BE GALVANIZED STEEL, ANDREW OR APPROVED EQUAL

TYPICAL PIPE-MOUNT CONFIGURATION TO
AFFIX (2) NEW PANEL ANTENNAS TO AN
EXISTING SINGLE VERTICAL PIPE MOUNT

ALL HARDWARE AND ACCESSORIES
SHALL BE GALVANIZED STEEL,
ANDREW OR APPROVED EQUAL

PREPARED FOR:

T-Mobile
WEST LLC

1755 CREEKSIDE OAKS DRIVE
SUITE 190
SACRAMENTO, CA 95833

CONSULTING FIRM



**SINGLE
SOURCE**

22972 SOUTH 193 STREET,
QUEEN CREEK AZ 85142
PHONE: 602-910-6030 FAX: 480-279-1271

PROJECT NO:	0000
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DRAWN BY: CH

CHECKED BY:	GH
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REV	DATE	DESCRIPTION



MATHER ROSEMONT
SC90181

10430 PETER A. MCCUEN BLVD
SACRAMENTO, CA 95655
SACRAMENTO COUNTY

SHEET TITLE

DETAILS

SHEET NUMBER

SHEET NUMBER
A-6

RING MOUNT DETAIL

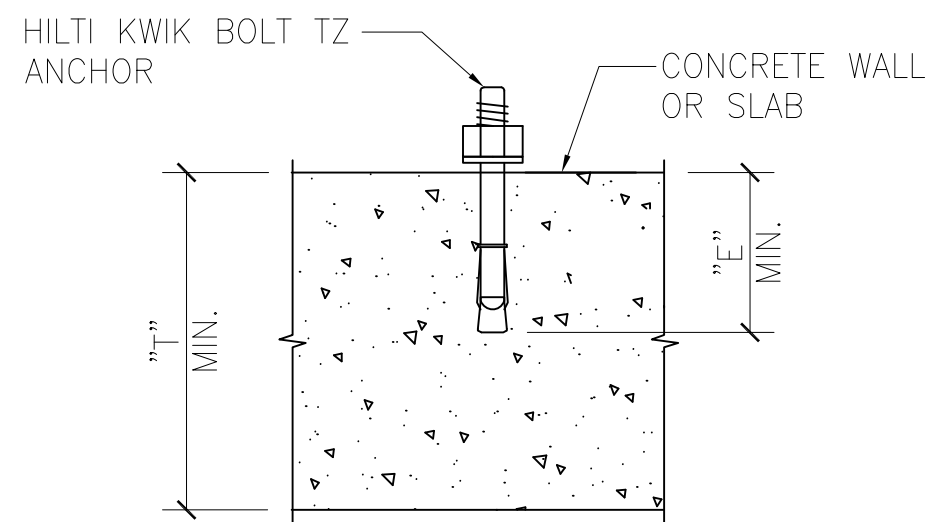
SCALE:	3
NTS	

NOT USED

1

NOT USED

2



ANCHOR SCHEDULE					
BOLT DIAMETER	3/8"	5/8"	3/4"		
BIT DIAMETER	3/8"	5/8"	3/4"		
"E" MIN. EMBEDMENT DEPTH	2"	3-1/8"	4"	3-3/4"	4-3/4"
"T" MIN. THICKNESS	4" 5"	5"	6" 8"	6" 8"	8"
MIN. EDGE DISTANCE	2-1/2"	3-1/4"	2-3/8"	4-1/4"	4"
PULLOUT STRENGTH CRACKED CONCRETE	2,340 LBS	N/A	5,840 LBS	8,110 LBS	N/A

ANCHOR SCHEDULE NOTE:
INFORMATION SHOWN IN THIS TABLE IS IN
ACCORDANCE WITH: ICC REPORT ESR-1917

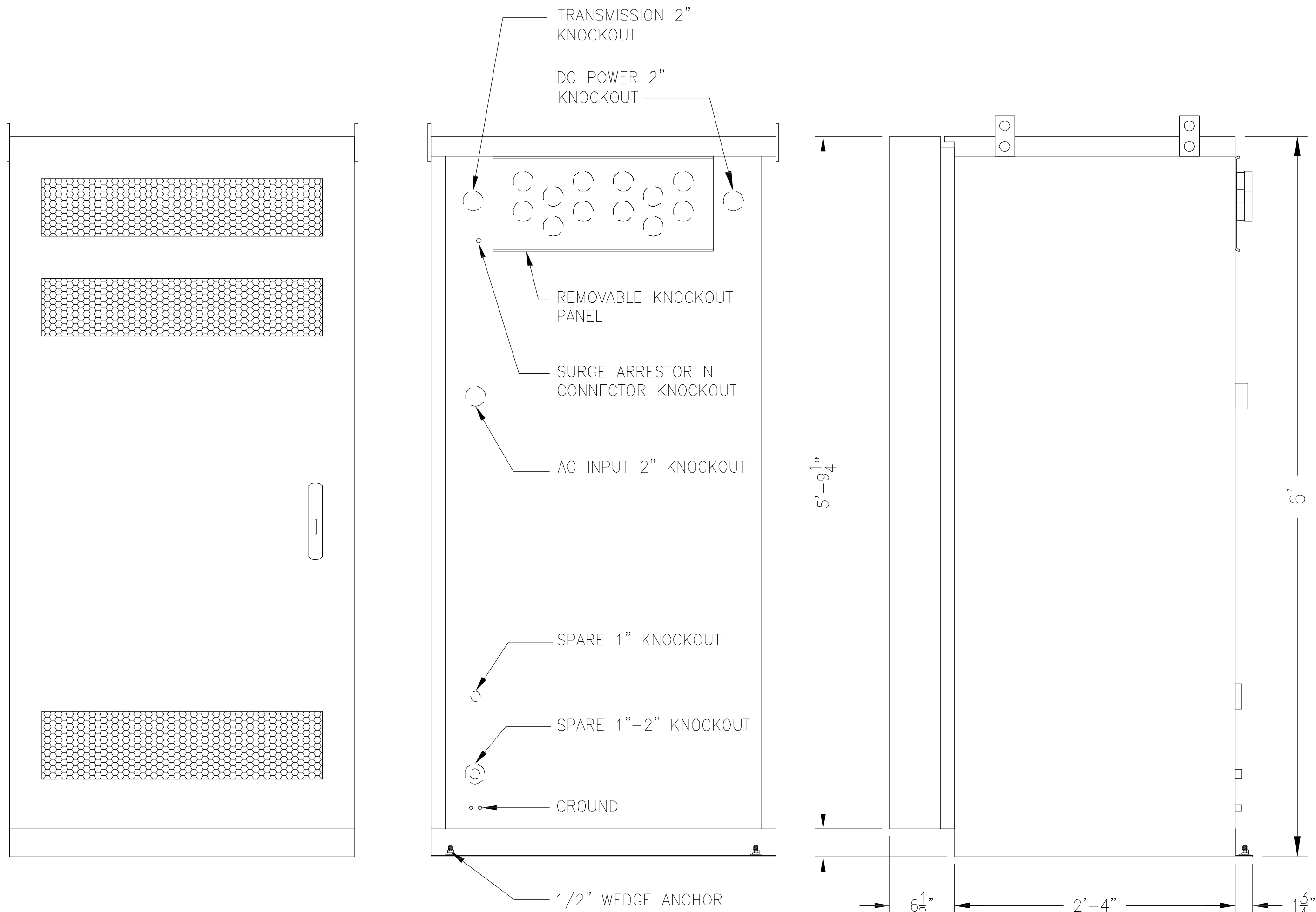
NOTES:

- SUBSTITUTION OF A HILTI KWIK BOLT TZ ANCHOR WITH OTHER EXPANSION ANCHORS MANUFACTURED BY HILTI OR BY OTHER MANUFACTURERS IS NOT ALLOWED WITHOUT THE WRITTEN APPROVAL OF THIS ENGINEERING PRIOR TO INSTALLATION. THE CONTRACTOR SHALL BEAR THE ENTIRE COST OF REPLACEMENT OF NON-APPROVED ANCHORS.
- THE CONTRACTOR SHALL ACCURATELY LOCATE ALL EXISTING REINFORCING BY X-RAY OR EQUIVALENT METHOD. NO REBAR OR TENDONS SHALL BE CUT. ALL EXPENSES RELATED TO REPAIR OF CUT REBAR OR TENDONS SHALL BE ENTIRELY AT THE EXPENSE OF THE CONTRACTOR.
- SPECIAL INSPECTION IS REQUIRED FOR INSTALLATION OF ANCHORS.
- INSTALLATION OF CONCRETE ANCHORS IN MASONRY IS NOT ALLOWED.
- USE STAINLESS STEEL FOR EXPOSED APPLICATIONS.
- NORMAL-WEIGHT AND SAND-WEIGHT CONCRETE MUST CONFORM TO SECTIONS 1903 AND 1905 OF THE IBC.

HILTI KWIK BOLT TZ ANCHOR

SCALE:
NTS

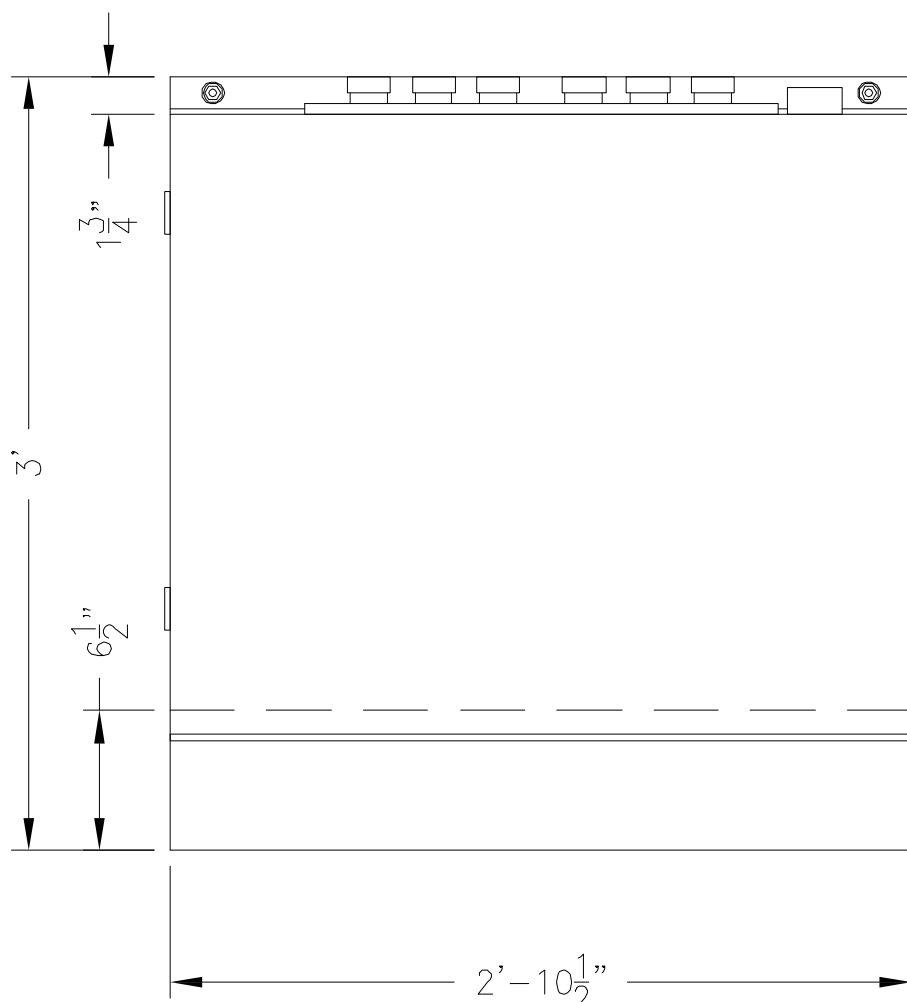
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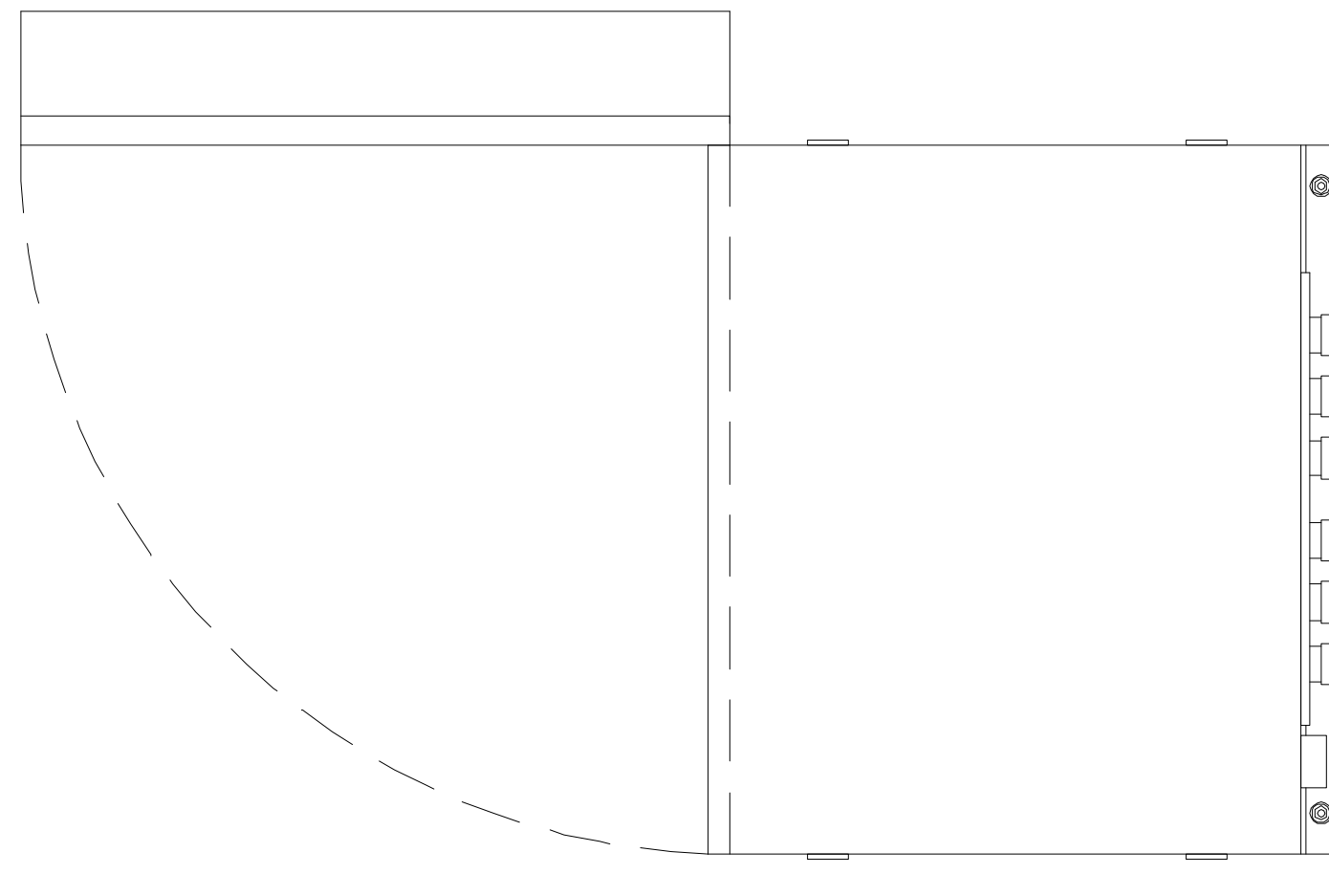
FRONT VIEW

BACK VIEW

SIDE VIEW



TOP VIEW



TOP VIEW DOOR SWING

RBS 6201 ODE CABINET DETAIL

SCALE:
NTS

1

PREPARED FOR:

T-Mobile
WEST LLC

1755 CREEKSIDE OAKS DRIVE
SUITE 190
SACRAMENTO, CA 95833

CONSULTING FIRM

**SINGLE
SOURCE**

22972 SOUTH 193 STREET,
QUEEN CREEK AZ 85142
PHONE: 602-910-6030 FAX: 480-279-1271

PROJECT NO: 0000

DRAWN BY: CH

CHECKED BY: GH

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**MATHER ROSEMONT
SC90181**

10430 PETER A. MCCUEN BLVD
SACRAMENTO, CA 95655
SACRAMENTO COUNTY

SHEET TITLE

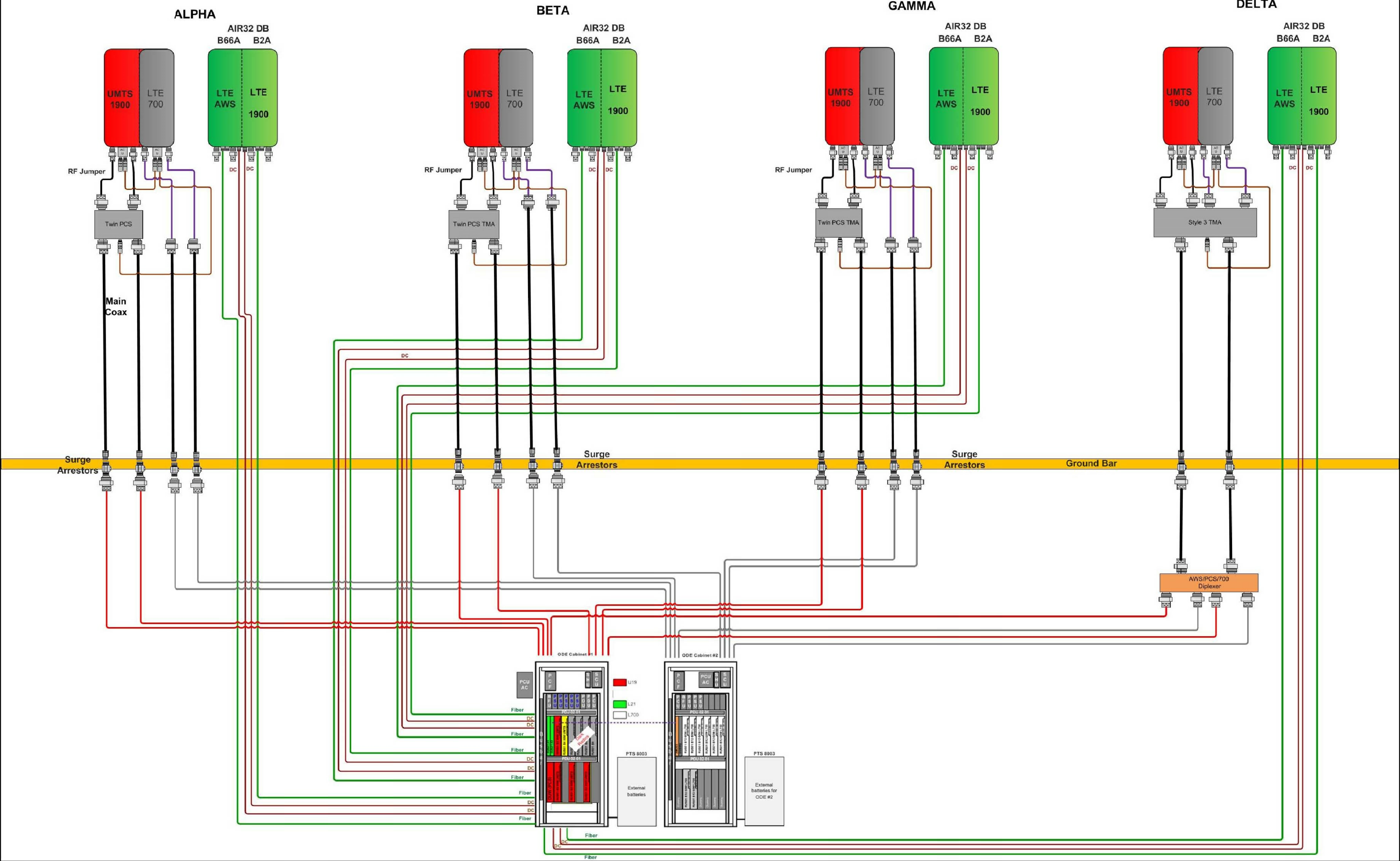
ANTENNA DIAGRAM

SHEET NUMBER

A-7

Site Configuration 795FDB 3 Sector to 4 Sector Conversion – 2xRBS6201ODE; 1XAIR+1QP; Loose DC and Fiber

Antenna view from Front



Notes:

ANTENNA DIAGRAM

PREPARED FOR:

T-Mobile
WEST LLC

1755 CREEKSIDE OAKS DRIVE
SUITE 190
SACRAMENTO, CA 95833

CONSULTING FIRM

**SINGLE
SOURCE**

22972 SOUTH 193 STREET,
QUEEN CREEK AZ 85142
PHONE: 602-910-6030 FAX: 480-279-1271

PROJECT NO:	0000
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REV	DATE	DESCRIPTION
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A	8/23/17	ISSUE FOR REVIEW



**MATHER ROSEMONT
SC90181**

10430 PETER A. MCCUEN BLVD
SACRAMENTO, CA 95665
SACRAMENTO COUNTY

SHEET TITLE
ANTENNA DIAGRAM

SHEET NUMBER
A-8

ANTENNA GROUNDING PLAN		3	PANEL SCHEDULE	1
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PREPARED FOR:



WEST LLC

1755 CREEKSIDE OAKS DRIVE
SUITE 190
SACRAMENTO, CA 95833

CONSULTING FIRM



22972 SOUTH 193 STREET,
QUEEN CREEK AZ 85142
PHONE: 602-910-6030 FAX: 480-279-1271

PROJECT NO:	0000
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MATHER ROSEMONT
SC90181

10430 PETER A. MCCUEN BLVD
SACRAMENTO, CA 95655
SACRAMENTO COUNTY

SHEET TITLE

ANTENNA GROUNDING PLAN
AND PARTIAL SINGLE LINE &
PANEL SCHEDULE

SHEET NUMBER

E-1

Conditions of Approval DD9744

ATTACHMENT 3 EXHIBIT B TO THE RESOLUTION

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
General Conditions					
1.	The approved entitlement is for a Conditional Use Permit Amendment, to allow for 2 new cellular antennas and corresponding ground equipment located at 10430 Peter A. McCuen Boulevard (APN: 067-0010-095 and 096) as described in the City Council staff report dated February 5, 2018 and project plans (Exhibit A) with the conditions herein, for project number DD9744.	Project Description	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	General	On-Going	Planning	
3.	Any future alteration to the buildings, change in use, intensification of the site, or modification to the parking and landscaped area must be reviewed by the City to ensure compliance with all local, state, and federal regulations. Minor modifications that are found to be in substantial conformance with the approved plans such as colors, plant materials, or minor lot line adjustments, may be approved administratively. Major modifications shall be approved by the applicable decision making body.	General	On-Going	Planning/ Building /Public Works	
4.	Applicant/Developer shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityofranchocordova.org for the status of your account with the City.	General	On-Going	Finance	

Conditions of Approval DD9744

ATTACHMENT 3 EXHIBIT B TO THE RESOLUTION

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
5.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.	General	On-Going	Public Works	
6.	In addition to the requirements listed herein, wireless communication facilities are subject to all other applicable regulations and permits, including those of the Public Utilities Commission (P.U.C) of the State of California and the Federal Communication Commission (F.C.C.)	General	On-Going	Planning	
7.	All unused or obsolete towers/antennas and equipment shall be removed from their respective sites within six months after their operation is ceased.	General	On-Going	Planning	
8.	In the event of the encounter of subsurface materials suspected to be of an archaeological or paleontological nature or if any human remains are found, all grading and/or excavation shall cease, the find shall be left untouched, and the City Planning Department shall be immediately notified. This requirement shall be noted on the Grading and Building Plans, prior to issuance of permits. A qualified professional archaeologist certified by the Register of Professional Archaeologists or paleontologist with a degree(s) in paleontology or geology, to evaluate and make recommendations as to disposition, mitigation and/or salvage. The recommendation shall be implemented before work may proceed.	Construction	On-Going	Planning/ Building	
Prior to Issuance of Building Permits					
9.	All necessary building permits are required prior to construction. All construction activity shall be reviewed by the Building and Safety Department along with Sacramento Metro Fire.	Construction	Prior to Issuance of Building Permits	Planning/ Building	



Above: View of the site from the east looking toward the west.
Below: View of the site from the southeast looking toward the northwest.



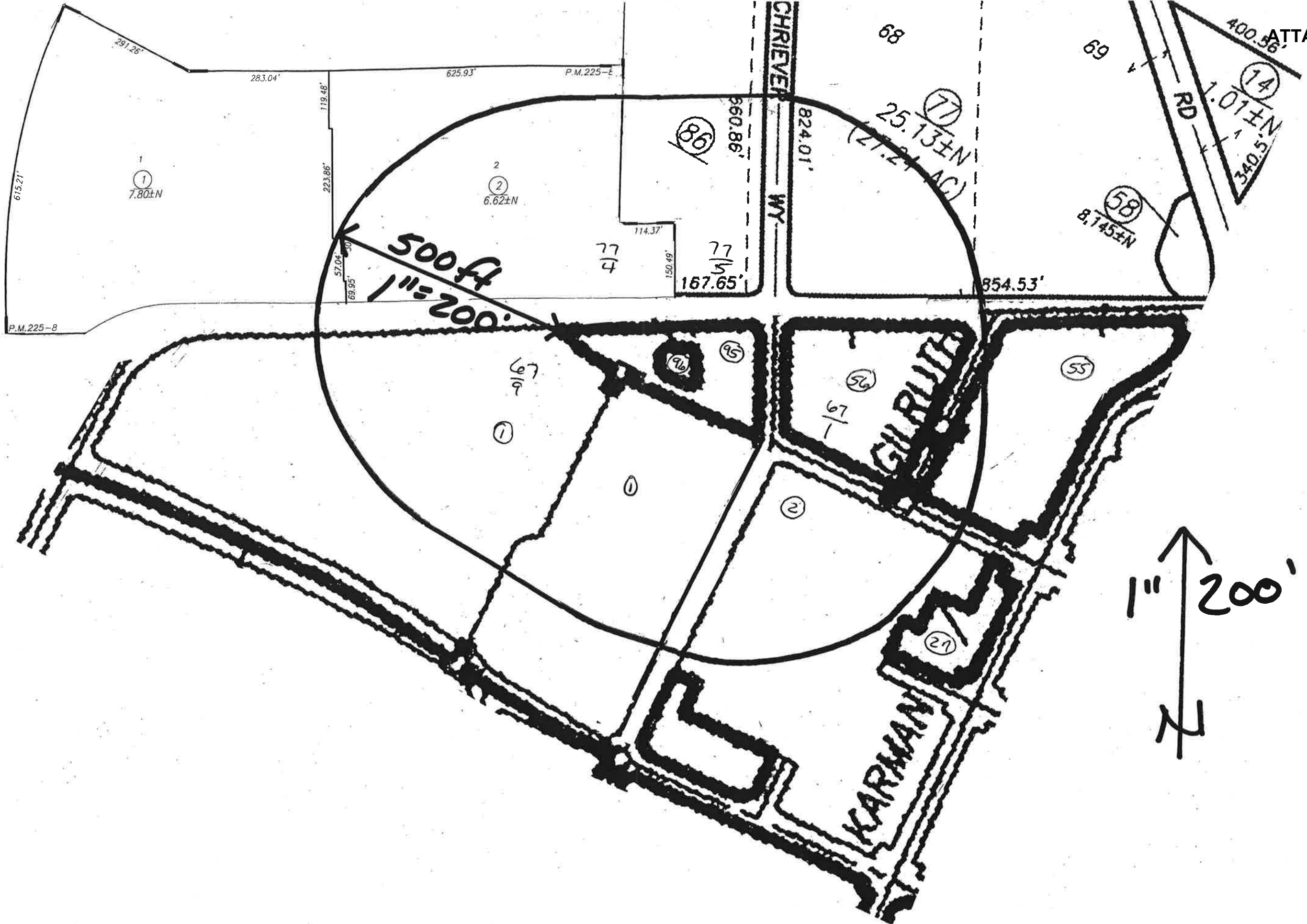


Above: View of the site from the south looking toward the north.



Above and Below: View of antennas on the water tower.





067-0010-055
GPRV PARTNERS 7 LLC
2323 S BASCOM AVE #100
CAMPBELL CA 95008

067-0010-055
OCCUPANT
10481 ARMSTRONG AVE #100
MATHER CA 95655

067-0010-055
OCCUPANT
10481 ARMSTRONG AVE #200
MATHER CA 95655

067-0010-056/0990-001,002
MATHER DEVELOPMENT PARTNERS III L P
3640 AMERICAN RIVER DR #150
SACRAMENTO CA 95864

067-0990-001
OCCUPANT
10370 PETER A MCCUEN BLVD
MATHER CA 95655

067-0990-001
OCCUPANT
10390 PETER A MCCUEN BLVD
MATHER CA 95655

067-0010-095,096
COUNTY OF SACRAMENTO
700 H ST #7650
SACRAMENTO CA 95814

077-0050-077,086
CORDOVA RECREATION
2729 PROSPECT PARK DR #230
RANCHO CORDOVA CA 95670

077-0050-077
OCCUPANT
3755 SCHREIVER AVE
MATHER CA 95655

077-0420-001
JPI XXIX L P
155 CADILLAC DR #100
SACRAMENTO CA 95825

077-0420-001
OCCUPANT
10391 PETER A MCCUEN BLVD
MATHER CA 95655

077-0420-002
RU SUTTER RANCHO CORDOVA LLC
3080 BRISTOL ST #550
COSTA MESA CA 92626

077-0420-002
OCCUPANT
10391 PETER A MCCUEN BLVD #A
MATHER CA 95655

077-0420-002
OCCUPANT
10391 PETER A MCCUEN BLVD #B
MATHER CA 95655

T-Mobile Conditional Use Permit Amendment

June 2019
Senior Planning
February 5, 2020

Project Request

Conditional Use Permit Amendment:

- 2 new antennas (4.5-feet X 2-feet) and (8-foot X 1-foot) with one small amplifier affixed at 90-feet high on an existing water tank. The antennas will be painted to match the water tank.
- Corresponding ground equipment cabinet; (6-feet high and 3-feet X 2.5-feet). Located and screened within the existing 6-foot high concrete block wall area below the water tank.

Project General Location



Project Site Location

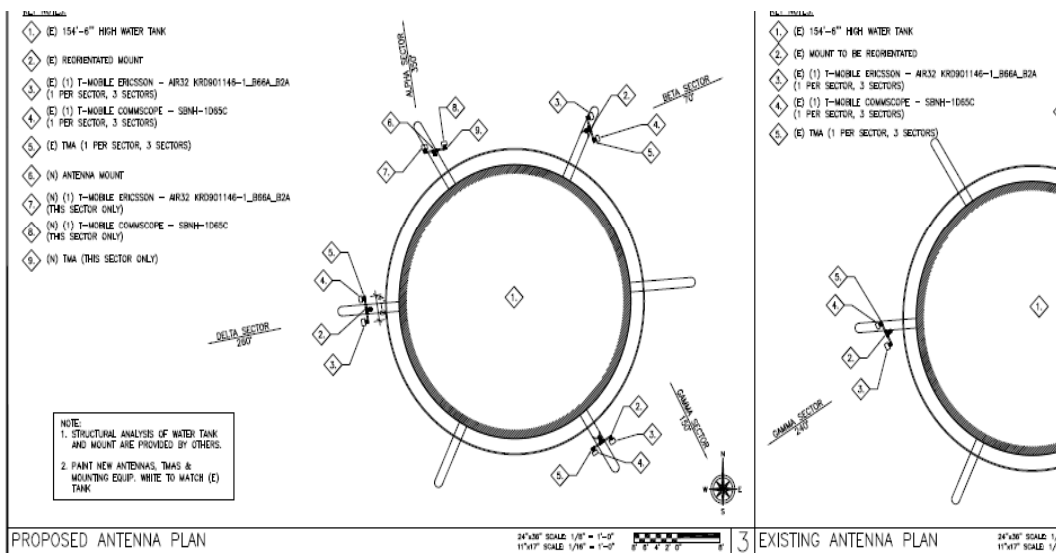
ect Location



ect Site Photo



AGENDA ITEM 10.1



Recommended Motions

That City Council determine the project Categorical Exemption under Section 15303 and adopt Resolution **-2018 approving the T-Mobile Facility DD9744 located at 10430 Peter A. McCuen Boulevard, subject to the findings, Project Plans (Exhibit A) and Conditions of Approval (Exhibit B)."

THANK YOU

Questions???

MEMORANDUM

DATE: February 5, 2018

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director, and Chris Boyer, Associate Civil Engineer

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 8-2018 WITH BENNETT ENGINEERING SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$130,140 FOR ENGINEERING AND DESIGN SERVICES FOR THE CORDOVA PARK SAFE ROUTES TO SCHOOL PROJECT**



RECOMMENDATION

Adopt Resolution No. 14-2018.

RESULT OF RECOMMENDED ACTION

Adoption of this Resolution will authorize the City Manager to execute Contract No. 8-2018 with Bennett Engineering Services, Inc. in an amount not to exceed \$130,140 for engineering and design services for the Cordova Park Safe Routes to School Project.

BACKGROUND

Public Works staff successfully acquired a \$1,899,000 grant for the Cordova Park Safe Routes to School Project. The project will construct curbs, gutters, and sidewalks to close gaps in the existing pedestrian network, and install curb ramps and crosswalks to improve pedestrian access, connectivity, and safety. The project is located on Coloma Road, Dolecetto Drive, Ellenbrook Drive, and Malaga Way in the Cordova Park neighborhood.

Request for Qualifications (RFQ) for design services were solicited on the City's Website, CIPList.com and the Sacramento, Placer, and El Dorado County Builders Exchanges on November 2, 2017. Submittal deadline was on November 28, 2017. A total of three proposals were received. The proposals were evaluated and staff recommends awarding the design service contract to Bennett Engineering Services, Inc. and authorizing the City Manager to execute the agreement.

FISCAL IMPACT

Funding for this project consists of City Transportation Funds and State Active Transportation Program funds. There is no impact to the City's General Fund.

ATTACHMENTS

1. Resolution No. 14-2018
2. Exhibit A to the Resolution - Contract No. 8-2018
3. Location Map
4. PowerPoint Presentation

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 8-2018**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO
CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER
TO EXECUTE CONTRACT NO. 8-2018 WITH BENNETT ENGINEERING
SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$130,140 FOR
ENGINEERING AND DESIGN SERVICES FOR THE CORDOVA PARK
SAFE ROUTES TO SCHOOL PROJECT**

WHEREAS, Public Works staff successfully acquired a \$1,899,000 grant for the Cordova Park Safe Routes to School Project; and

WHEREAS, a request for qualifications for design services were solicited on the City's Website, CIPLIST.com and the Sacramento, Placer, and El Dorado County Builders Exchanges on November 2, 2017 and a total of three proposals were received; and

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 8-2018 with Bennett Engineering Services, Inc. in an amount not to exceed \$130,140 for engineering and design services for the Cordova Park Safe Routes to School Project; and

WHEREAS, the project will construct curb, gutter, sidewalk and associated improvements to close gaps in the existing pedestrian network on Coloma Road, Dolecetto Drive, Ellenbrook Drive, and Malaga Way in the Cordova Park neighborhood; and

WHEREAS, the contract will be paid through City Transportation Funds currently budgeted and State Active Transportation Program funds. The contract does not impact the general fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 8-2018 with Bennett Engineering Services, Inc. in an amount not to exceed \$130,140 in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5th day of February, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

ATTACHMENT 1

Stacy Leitner, City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
BENNETT ENGINEERING SERVICES, INC.**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City" or "LOCAL AGENCY"), and Bennett Engineering Services, Inc. ("Professional" or "CONSULTANT") as of February 6, 2018.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Professional shall provide to City the services described in the Scope of Services attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Performance Period.

1.1.1 This contract shall go into effect on February 6, 2018, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on December 31, 2019, unless extended by contract amendment. The time provided to CONSULTANT to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.1.2 CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

1.2 Standard of Performance. Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.

1.3 Assignment of Personnel. Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons. There shall be no change in Professional's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract, without prior written approval by City's Contract Administrator.

1.4 Time. Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

1.5 Consultant's Reports or Meetings.

1.5.1 If this Agreement does not require "on call" consulting services:

- a.** CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine if CONSULTANT is performing to expectations, is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- b.** CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

1.6 Inspection of Work. CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state (and the FHWA if federal participating funds are used in this contract) to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed ONE HUNDRED THIRTY THOUSAND ONE HUNDRED FORTY DOLLARS and NO CENTS (\$130,140.00), notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's Cost Proposal, attached as Exhibit B, regarding the amount of compensation, this Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The consideration to be paid to Professional as provided herein, shall be in compensation for all of Professional's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

Professional and City acknowledge and agree that compensation paid by City to Professional under this Agreement is based upon Professional's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Professional. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Professional and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Professional and each employee, agent, and subcontractor of Professional performing services hereunder, as well as a separate notice when the total number of hours of work by Professional and any individual employee, agent, or subcontractor of Professional reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Professional's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Professional.

2.3 Reserved.

2.4 Total Payment. City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Professional submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Fees. Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.

2.6 Reimbursable Expenses. Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed FIVE THOUSAND DOLLARS (\$5,000). Expenses not listed in Exhibit B

are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

- 2.7 Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 State Prevailing Wage Rates.** For contracts where a portion of the proposed work to be performed are crafts affected by state labor laws: (For more information see Chapter 10.1 of the Caltrans Local Assistance Procedures Manual.)
- 2.10.1** CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- 2.10.2** Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- 2.10.3** When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- 2.11 Retention of Funds.** Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime

consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Professional only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Professional's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation. Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall

waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Professional does not have any employees.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

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- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.
- f. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

- 4.3 Professional Liability Insurance.** Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.
- 4.3.1** Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- 4.3.2** An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- 4.3.3** The following provisions shall apply if the professional liability coverages are written on a claims-made form:
- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
 - d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.
- 4.4 All Policies Requirements.**
- 4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized

by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.4.3 Subcontractors. Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.4 Deductibles and Self-Insured Retentions. Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such

deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.5 Waiver of Subrogation. Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Professional agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

4.4.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

4.4.7 City shall not be responsible for any premiums or assessments on any insurance policies required under this Agreement.

4.5 Remedies. In addition to any other remedies City may have if Professional fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Professional's breach:

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- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

- 5.1 General Requirement.** Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage

to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- 5.2 PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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- 5.3 Design Professionals.** Notwithstanding Sections 5.1 and 5.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Professional shall not allow any employee to become eligible for a claim for PERS benefits.

- 6.2 Professional Not an Agent.** Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans

with Disabilities Act, the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770 and following, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.

7.5 Nondiscrimination and Equal Opportunity/ Statement of Compliance.

7.5.1 Professional's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Professional has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

7.5.2 During the performance of this Contract, Professional and its sub-professionals shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Professional and subprofessionals shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Professional and subprofessionals shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Professional and its

subprofessionals shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- 7.5.3** Professional shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

7.6 Safety

- 7.6.1** Professional shall comply with OSHA regulations applicable to Professional regarding necessary safety equipment or procedures. Professional shall comply with safety instructions issued by City Safety Officer and other City representatives. Professional personnel shall wear hard hats and safety vests at all times while working on the construction project site.

- 7.6.2** Pursuant to the authority contained in Section 591 of the Vehicle Code, City has determined that such areas are within the limits of the project and are open to public traffic. Professional shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Professional shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

- 7.6.3** Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

- 7.6.4** Professional must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

Section 8. TERMINATION

- 8.1 Termination.** LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand. The maximum

amount for which the LOCAL AGENCY shall be liable if this contract is terminated is \$10,000 dollars.

Professional may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, City may condition payment of any compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties. Professional shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by City's Contract Administrator.

8.4 Assignment and Subcontracting.

8.4.1 City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors. Any substitution of subcontractors must be approved in writing by City's Contract Administrator prior to the start of work by the subcontractor.

8.4.2 Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract

shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.

- 8.4.3** CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- 8.4.4** CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- 8.4.5** Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- 8.4.6** Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).
- 8.5** **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6** **Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

 - 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3** Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
 - 8.6.4** Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and it's certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.
- 9.2 Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 Inspection and Audit of Work and Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3)

years after final payment under the Agreement. Professional and any subcontractor shall permit City, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

9.4 Confidentiality of Data.

- 9.4.1** All financial, statistical, personal, technical, or other data and information relative to City's operations, which are designated confidential by City and made available to Professional in order to carry out this contract, shall be protected by Professional from unauthorized use and disclosure.
- 9.4.2** Permission to disclose information on one occasion, or public hearing held by City relating to the contract, shall not authorize Professional to further disclose such information, or disseminate the same on any other occasion.
- 9.4.3** Professional shall not comment publicly to the press or any other media regarding the contract or City's actions on the same, except to City's staff, Professional's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- 9.4.4** Professional shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by City, and receipt of City's written permission.
- 9.4.5** Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- 9.4.6** All information related to the construction estimate is confidential, and shall not be disclosed by Professional to any entity other than City.

9.5 Ownership of Data.

- 9.5.1** Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in City; and no further agreement will be necessary to transfer ownership to City. Professional shall furnish City all necessary copies of data needed to complete the review and approval process.
- 9.5.2** It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

- 9.5.3** Professional is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by City of the machine-readable information and data provided by Professional under this contract; further, Professional is not liable for claims, liabilities, or losses arising out of, or connected with any use by City of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by Professional.
- 9.5.4** Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- 9.5.5** City may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- 9.5.6** Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

9.6 Audit Review Procedures.

- 9.6.1** Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- 9.6.2** Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- 9.6.3** Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- 9.6.4** If the total Compensation under this Agreement as stated in Section 2 above is greater than \$150,000, CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and

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ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

9.6.5 If the total Compensation under this Agreement as stated in Section 2 above is greater than \$3,500,000, CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

9.6.5.1 During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR [e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:

- (a) If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
- (b) If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.

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- (c) If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

9.6.5.2 If Caltrans is unable to issue a cognizant letter per paragraph 9.6.5.1 above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

9.6.5.3 If the CONSULTANT fails to comply with the provisions of this Section 9.6.5, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph 9.6.5.1 above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.

9.6.5.4 CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.

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- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.**
- 10.7.1** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- 10.7.2** Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7.3** Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.7.4 Federal Funding Provisions Related to Conflict of Interest. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article 10.7.4.

10.7.4.1 CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

10.7.4.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

10.7.4.3 CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

10.7.4.4 Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

10.8 Solicitation. Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by Ben Chan ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

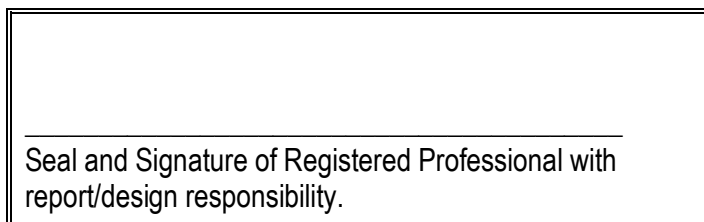
Any written notice to Professional shall be sent to:

Leo Rubio, PE
Bennett Engineering Services, Inc.
1082 Sunrise Avenue, Ste. 100
Roseville, CA 95661
(916)783-4100
lrubio@ben-en.com

Any written notice to City shall be sent to:

Ben Chan
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
(916)851-8873
bchan@cityofranchocordova.org

- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, the Cost Proposal attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13 IRS Form W-9.** Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

Section 11 FUNDING PROVISIONS.

11.1 Prohibition of Expending City, State, or Federal Funds for Lobbying.

11.1.1 CONSULTANT certifies to the best of his or her knowledge and belief that:

- (a) No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

11.1.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11.1.3 CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

11.2 Statement of Compliance

11.2.1 CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

11.2.2 During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

11.2.3 If any federal funding is used for this project:

- (a)** The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- (b)** The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

11.3 Rebates, Kickbacks or other Unlawful Consideration. CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or

violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

11.4 Debarment and Suspension Certification.

11.4.1 CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

11.4.2 Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

11.4.3 Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

11.5 Evaluation of Professional. Professional's performance will be evaluated by City. A copy of the evaluation will be sent to Professional for comments. The evaluation together with the comments shall be retained as part of the contract record.

11.6 National Labor Relations Board Certification. In accordance with Public Contract Code Section 10296, Professional hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Professional within the immediately preceding two-year period, because of Professional's failure to comply with an order of a federal court that orders Professional to comply with an order of the National Labor Relations Board.

11.7 Equipment Purchase.

11.7.1 Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or

subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

11.7.2 For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

11.7.3 Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

11.7.4 All subcontracts in excess \$25,000 shall contain the above provisions.

11.8 Disputes.

11.8.1 Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of City's Contract Administrator and Albert Stricker, Public Works Director, who may consider written or verbal information submitted by Professional.

11.8.2 Not later than 30 days after completion of all work under the contract, Professional may request review by City Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

11.8.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Professional from full and timely performance in accordance with the terms of this contract.

11.9 Cost Principles.

11.9.1 CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

11.9.2 CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

11.9.3 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

11.9.4 All subcontracts in excess of \$25,000 shall contain the above provisions

11.10 Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this contract; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Agreement. For breach or violation of this warranty, the local agency shall have the right to annul this contract without liability, or at its discretion; to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11.11 Funding Requirements.

11.11.1 It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

11.11.2 This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.

11.11.3 It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

11.11.4 LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

11.12 Claims Filed by City's Construction Contractor.

11.12.1 If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

11.12.2 CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.

11.12.3 Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

11.12.4 Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement. The two Parties to this contract, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the parties. Both of these Parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

City of Rancho Cordova

Bennett Engineering Services, Inc.

ATTACHMENT 2
Exhibit A to the Resolution
CONTRACT NO. 08-2018

Cyrus Abhar, City Manager

Date: _____

Leo Rubio, PE Vice President

Date: _____

Attest:

Stacy Leitner, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

Attachments:
Exhibit A – Scope of Services
Exhibit B – Cost Proposal

ATTACHMENT 2
Exhibit A to the Resolution
CONTRACT NO. 08-2018

EXHIBIT A

SCOPE OF SERVICES

(INSERT APPROPRIATE STATEMENT OF WORK INCLUDING A DESCRIPTION OF THE DELIVERABLES)

A. Consultant Services

Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in consultant contract should be included. Describe acceptance criteria, and if the responsible consultant/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the contract including registration number. Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision [see Chapter 6, “*Environmental Procedures*” in the LAPM, and the *Standard Environmental Reference*].

B. Right of Way

State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way plots are to be furnished.

C. Surveys

State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.

D. Subsurface Investigations

State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the *Standard Environmental Reference*.

E. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY or another agency, or government that are to be made available to CONSULTANT are referred to in the contract. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Visits to Site, Inspection of Work

The contract provides for conferences as needed, visits to the site, and inspection of the work by representatives of the state, or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings

For contracts requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the contract fee, or provision may be made for separate payment.

H. Consultant Services During Construction

The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the contract together with the method of payment for such services.

I. Documentation and Schedules

Contracts where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the contract objectives.

J. Deliverables and Number of Copies

The number of copies of papers or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way plots is specified. Provision may be made for payment for additional copies.

EXHIBIT B
COST PROPOSAL

(Choose either Option 1, 2, 3, or 4)

(Option 1 - Use paragraphs A through J below for Actual Cost-Plus-Fixed Fee contracts. Use Exhibit B, Cost Proposal, Example #1 for Cost Proposal Format)

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of **\$(AMOUNT)**. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)

(ADDRESS)

H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$(Amount).

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

J. All subcontracts in excess of \$25,000 shall contain the above provisions.

(Option 2 - For Cost per Unit of Work contracts, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project. Use Exhibit 10-H, Example #3 for Cost Proposal Format)

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be \$(Amount) per approved Cost Proposal. This rate shall be for a fully equipped vehicle, with radio and flashing yellow light (if needed), as specified in Article II of this contract.

The specified rate to be paid for equipment shall be, as listed in Attachment (Insert Attachment Number).

C. The method of payment for this contract, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," shall not be exceeded unless authorized by contract amendment.

D. All subcontracts in excess of \$25,000 shall contain the above provisions.

(Option 3 - Use paragraphs A through Q for Specific Rates of Compensation contracts [such as on-call contracts]. Use Exhibit 10-H, Example #2 for Cost Proposal Format)

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal (Attachment Number). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.

B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.

C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

D. After a project to be performed under this contract is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:
- (NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)**
(ADDRESS)
- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this contract shall not exceed \$ **(Amount)**. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
- Q. All subcontracts in excess of \$25,000 shall contain the above provisions.
- (Option 4 - Use paragraphs A through F below for lump sum contracts. Use Exhibit 10-H, Example #1 for Cost Proposal Format)**
- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to

CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)

(ADDRESS)

E. The total amount payable by LOCAL AGENCY shall not exceed \$(Amount).

F. All subcontracts in excess of \$25,000 shall contain the above provisions.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	☐ Exempt payee
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶ _____

Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

YEAR		CALIFORNIA FORM
2013	Withholding Exemption Certificate	590

This form can only be used to certify exemption from nonresident withholding under California Revenue and Taxation Code (R&TC) Section 18662. Do not use this form for exemption from wage withholding.

File this form with your withholding agent. (Please type or print)

Withholding agent's name _____

Payee's name	Payee's ☐ SSN or ITIN ☐ FEIN ☐ CA corp. no. ☐ CA SOS file no
Address (number and street, PO Box, or PMB no.)	Apt. no./ Ste. no.
City	State ZIP Code

Read the following carefully and check the box that applies to the payee.

I certify that for the reasons checked below, the payee named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

- ☐ **Individuals — Certification of Residency:**
 I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, for the definition of a resident.
- ☐ **Corporations:**
 The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information F, What is a Permanent Place of Business, for the definition of permanent place of business.
- ☐ **Partnerships or limited liability companies (LLC):**
 The above-named partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return and will withhold on foreign and domestic nonresident partners or members when required. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.
- ☐ **Tax-Exempt Entities:**
 The above-named entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.
- ☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:**
 The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.
- ☐ **California Trusts:**
 At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.
- ☐ **Estates — Certification of Residency of Deceased Person:**
 I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.
- ☐ **Nonmilitary Spouse of a Military Servicemember:**
 I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) _____ Daytime telephone no. _____

Payee's signature ► _____ Date _____

Instructions for Form 590

Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

General Information

For purposes of California income tax, references to a spouse, husband, or wife also refer to a Registered Domestic Partner (RDP) unless otherwise specified. For more information on RDPs, get FTB Pub. 737, Tax Information for Registered Domestic Partners.

Private Mail Box (PMB) – Include the PMB in the address field. Write “PMB” first, then the box number. Example: 111 Main Street PMB 123.

Foreign Address – Enter the information in the following order: City, Country, Province/Region, and Postal Code. Follow the country's practice for entering the postal code. **Do not** abbreviate the country's name.

A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding. California residents or entities should complete and present Form 590 to the withholding agent. The withholding agent is then relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the Franchise Tax Board (FTB) that the form should not be relied upon.

Important – This form cannot be used for exemption from wage and real estate withholding.

- If you are an employee, any wage withholding questions should be directed to the FTB General Information number, 800.852.5711. Employers should call 888.745.3886 or go to edd.ca.gov.
- Sellers of California real estate use Form 593-C, Real Estate Withholding Certificate, to claim an exemption from real estate withholding.

B Requirement

R&TC Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California.

Withholding is required on the following, but is not limited to:

- Payments to nonresidents for services rendered in California.
- Distributions of California source income made to domestic nonresident S corporation shareholders, partners and members and allocations of California source income made to foreign partners and members.
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business.
- Payments to nonresidents for royalties with activities in California.

- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Prizes and winnings received by nonresidents for contests in California.

However, withholding is optional if the total payments of California source income are \$1,500 or less during the calendar year.

For more information on withholding get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines. To get a withholding publication see General Information H, Publications, Forms, and Additional Information.

Backup Withholding – Beginning on or after January 1, 2010, with certain limited exceptions, payers that are required to withhold and remit backup withholding to the Internal Revenue Service (IRS) are also required to withhold and remit to the FTB. The California backup withholding rate is 7% of the payment. For California purposes, dividends, interests, and any financial institutions release of loan funds made in the normal course of business are exempt from backup withholding. For additional information on California backup withholding, go to ftb.ca.gov and search for **backup withholding**.

If a payee has backup withholding, the payee must contact the FTB to provide a valid Taxpayer Identification Number (TIN) before filing a tax return. The following are acceptable TINs: social security number (SSN); individual taxpayer identification number (ITIN); federal employer identification number (FEIN); California corporation number (CA Corp No.); or California Secretary of State (SOS) file number. Failure to provide a valid TIN will result in the denial of the backup withholding credit. For more information go to ftb.ca.gov and search for **backup withholding**.

Who is Excluded from Withholding – The following are excluded from withholding and completing this form:

- The United States and any of its agencies or instrumentalities
- A state, a possession of the United States, the District of Columbia, or any of its political subdivisions or instrumentalities
- A foreign government or any of its political subdivisions, agencies, or instrumentalities

C Who Certifies this Form

Form 590 is certified by the payee. An incomplete certificate is invalid and the withholding agent should not accept it. If the withholding agent receives an incomplete certificate, the withholding agent is required to withhold tax on payments made to the payee until a valid certificate is received. In lieu of a completed certificate on the preprinted form, the

withholding agent may accept as a substitute certificate a letter from the payee explaining why the payee is not subject to withholding. The letter must contain all the information required on the certificate in similar language, including the under penalty of perjury statement and the payee's taxpayer identification number. The withholding agent must retain a copy of the certificate or substitute for at least four years after the last payment to which the certificate applies, and provide it upon request to the FTB.

For example, if an entertainer (or the entertainer's business entity) is paid for a performance, the entertainer's information must be provided. **Do not** submit the entertainer's agent or promoter information.

The grantor of a grantor trust shall be treated as the payee for withholding purposes.

Therefore, if the payee is a grantor trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors on the trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled “Individuals — Certification of Residency.”

D Who is a Resident

A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose.

An individual domiciled in California who is absent from California for an uninterrupted period of at least 546 consecutive days under an employment-related contract is considered outside California for other than a temporary or transitory purpose.

An individual is still considered outside California for other than a temporary or transitory purpose if return visits to California do not total more than 45 days during any taxable year covered by an employment contract.

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of \$200,000 in any taxable year in which the employment-related contract is in effect.

A spouse/RDP absent from California for an uninterrupted period of at least 546 days to accompany a spouse/RDP under an employment-related contract is considered outside of California for other than a temporary or transitory purpose.

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For assistance in determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status, and FTB Pub. 1032, Tax Information for Military Personnel, or call the FTB at 800.852.5711 or 916.845.6500.

E Military Spouse Residency Relief Act (MSRRA)

Generally, for tax purposes you are considered to maintain your existing residence or domicile. If a military servicemember and nonmilitary spouse have the same state of domicile, the MSRRA provides:

- A spouse shall not be deemed to have lost a residence or domicile in any state solely by reason of being absent to be with the servicemember serving in compliance with military orders.
- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders.

Domicile is defined as the one place:

- Where you maintain a true, fixed, and permanent home
- To which you intend to return whenever you are absent

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders. Note: California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRA.

Income of a military servicemember's nonmilitary spouse for services performed in California is not California source income subject to state tax if the spouse is in California to be with the servicemember serving in compliance with military orders, and the servicemember and spouse have the same domicile in a state other than California.

For additional information or assistance in determining whether the applicant meets the MSRRA requirements, get FTB Pub. 1032.

F What is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California SOS. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

G Withholding Agent

Keep Form 590 for your records. **Do not** send this form to the FTB unless it has been specifically requested.

For more information, contact Withholding Services and Compliance, see General Information H.

The payee must notify the withholding agent if any of the following situations occur:

- The individual payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold and report the withholding using Form 592, Resident and Nonresident Withholding Statement, and remit the withholding using Form 592-V, Payment Voucher for Resident and Nonresident Withholding. Form 592-B, Resident and Nonresident Withholding Tax Statement, is retained by the withholding agent and a copy is given to the payee.

H Additional Information

To get additional nonresident withholding information, contact the Withholding Services and Compliance.

WITHHOLDING SERVICES AND COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

Telephone: **888** 792.4900
916.845.4900

Fax: 916.845.9512

You can download, view, and print California tax forms and publications at ftb.ca.gov.

OR to get forms by mail write to:

TAX FORMS REQUEST UNIT MS F284
FRANCHISE TAX BOARD
PO BOX 307
RANCHO CORDOVA CA 95741-0307

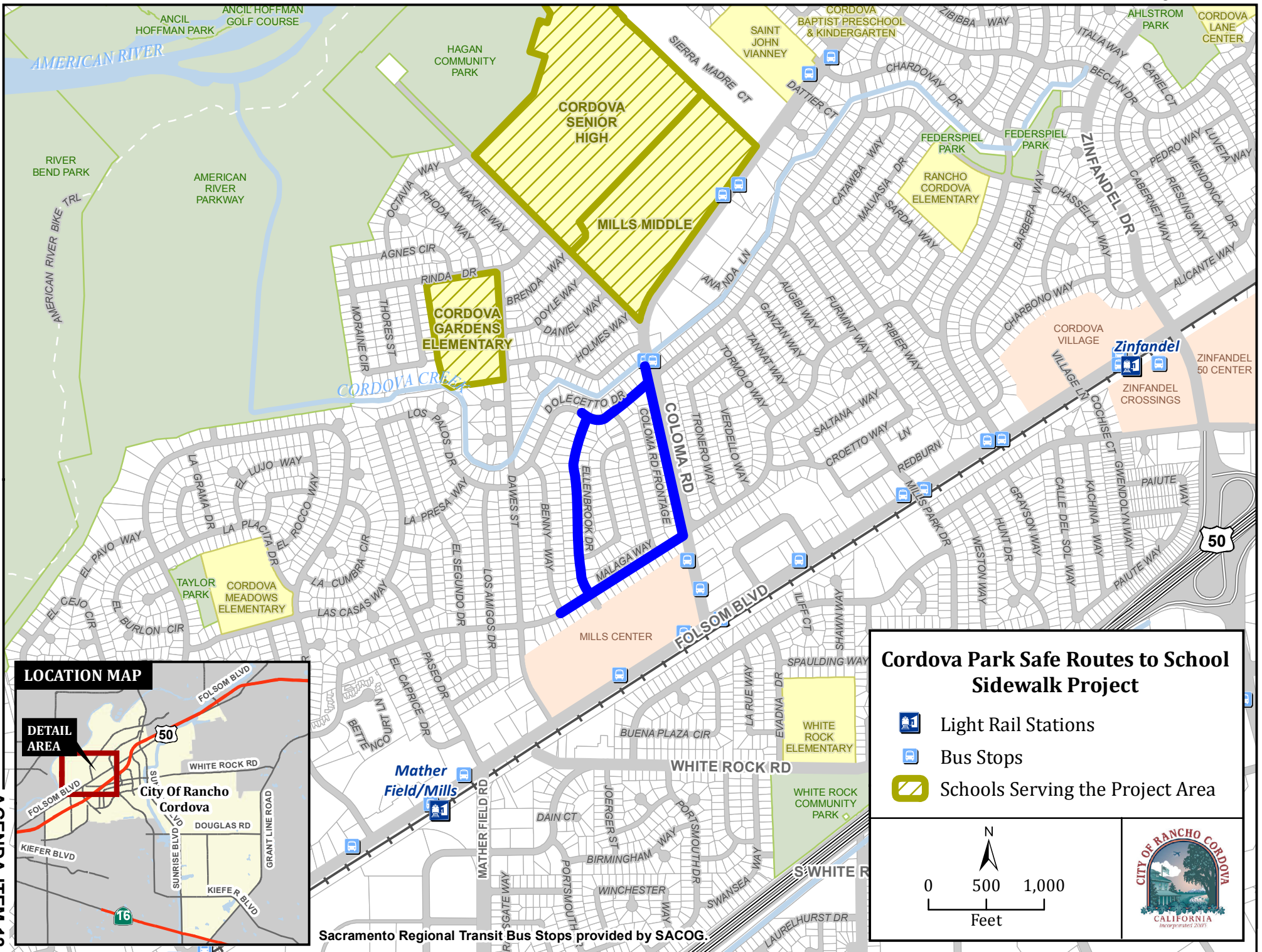
For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

Internet and Telephone Assistance

Website: ftb.ca.gov
Telephone: 800.852.5711 from within the United States
916.845.6500 from outside the United States
TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov
Teléfono: 800.852.5711 dentro de los Estados Unidos
916.845.6500 fuera de los Estados Unidos
TTY/TDD: 800.822.6268 personas con discapacidades auditivas y del habla



Cordova Park Sidewalk Safe Routes to School Project

February 5, 2018



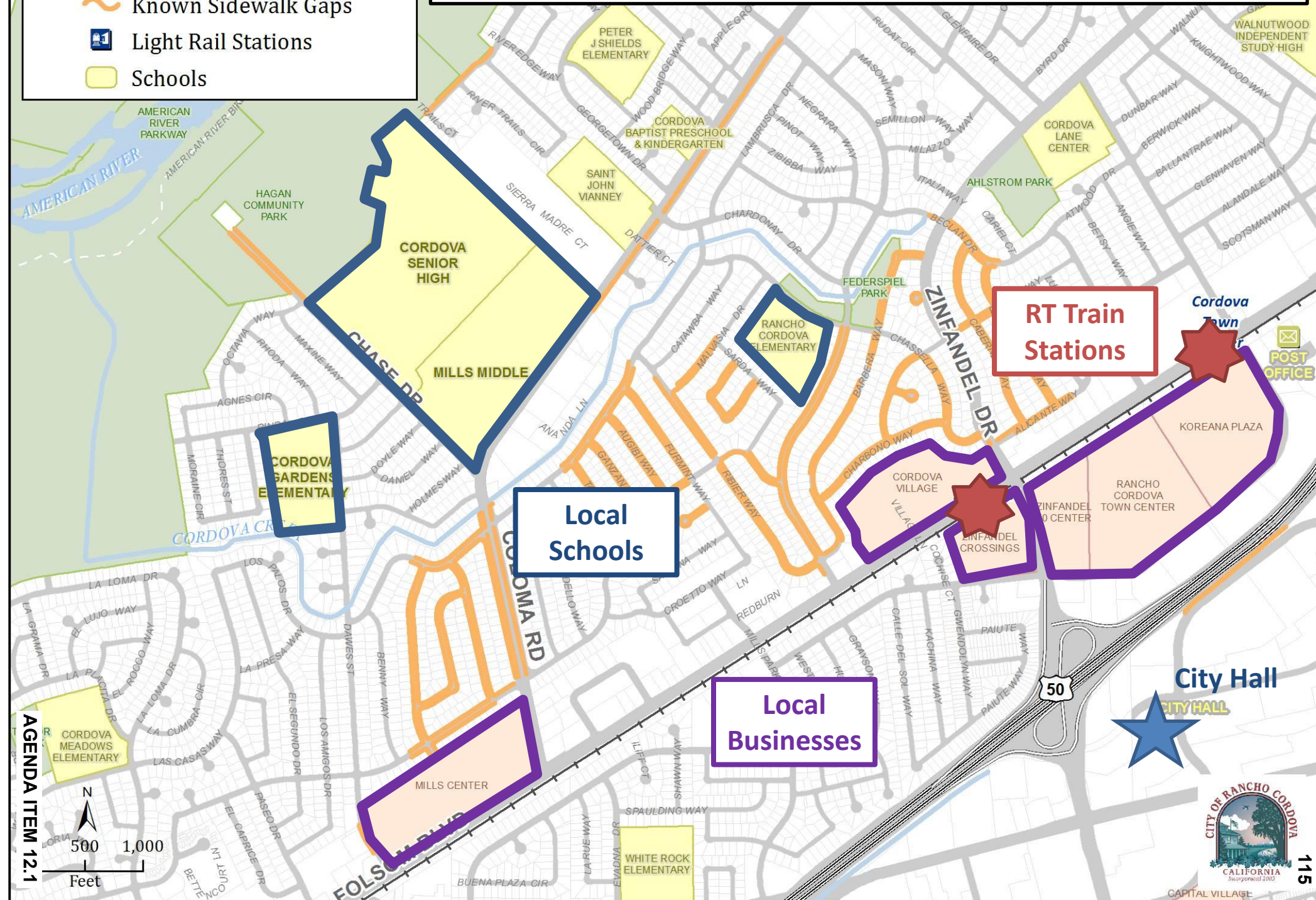
CityOfRanchoCordova.org

- **Update Council on proposed pedestrian connections and improvements**
- **Authorize City Manager to Execute Contract No. 8-2018 with Bennett Engineering Services, Inc.**

**Cordova Park Safe Routes to School
Sidewalk Project**

-  Known Sidewalk Gaps
-  Light Rail Stations
-  Schools

Existing Sidewalk Gaps ATTACHMENT 4



Existing Conditions

ATTACHMENT 4



Existing Conditions

ATTACHMENT 4



Cordova Park Safe Routes to School Sidewalk Project

-  Completed in 2017
-  Known Sidewalk Gaps
-  Light Rail Stations
-  Schools

Sidewalk Infill Projects

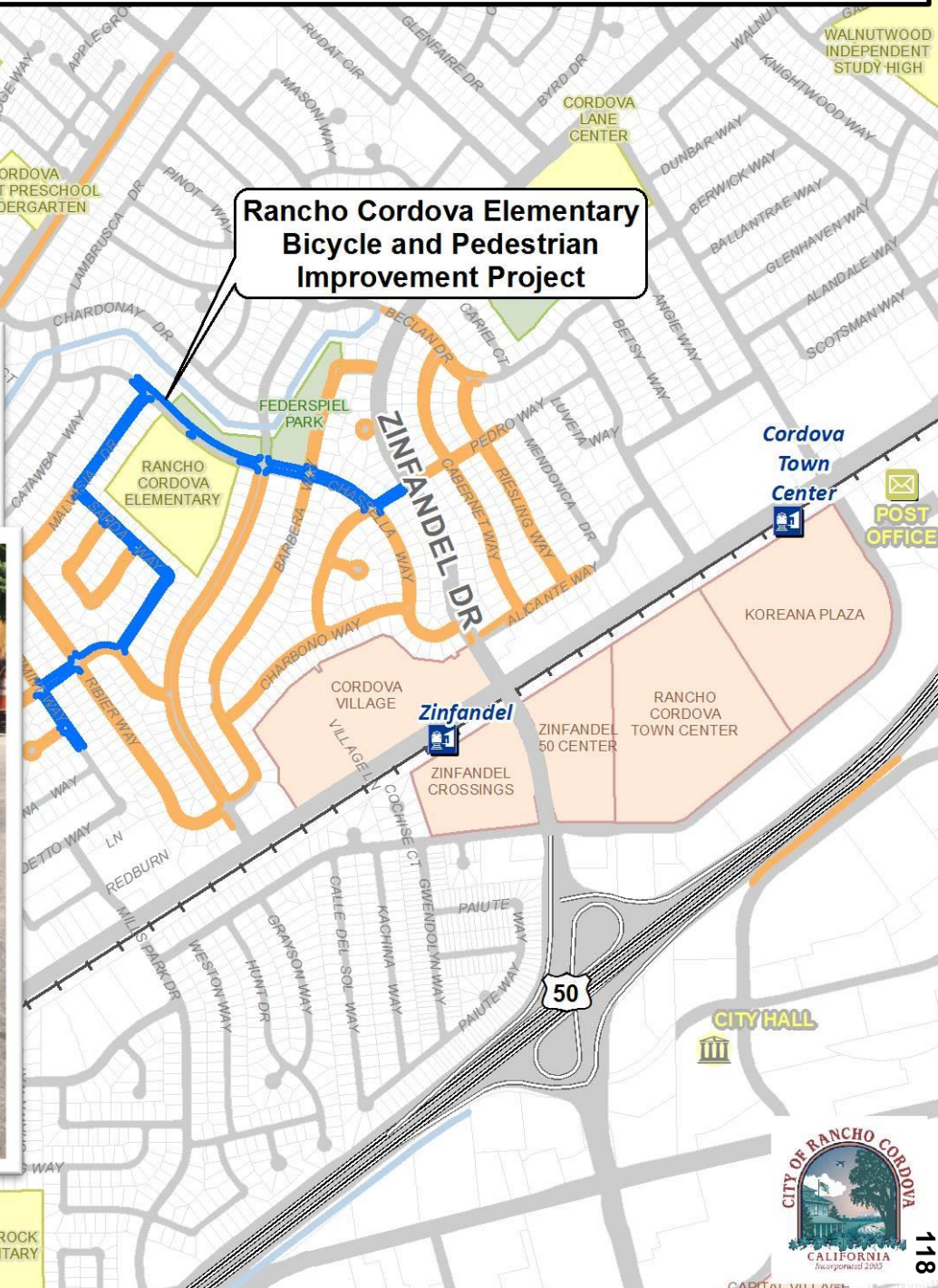
ATTACHMENT 4

**Rancho Cordova Elementary
Bicycle and Pedestrian
Improvement Project**



AGENDA ITEM 12.1

500 1,000
Feet



Cordova Park Safe Routes to School Sidewalk Project

-  Proposed Project
-  Completed in 2017
-  Known Sidewalk Gaps
-  Light Rail Stations
-  Schools

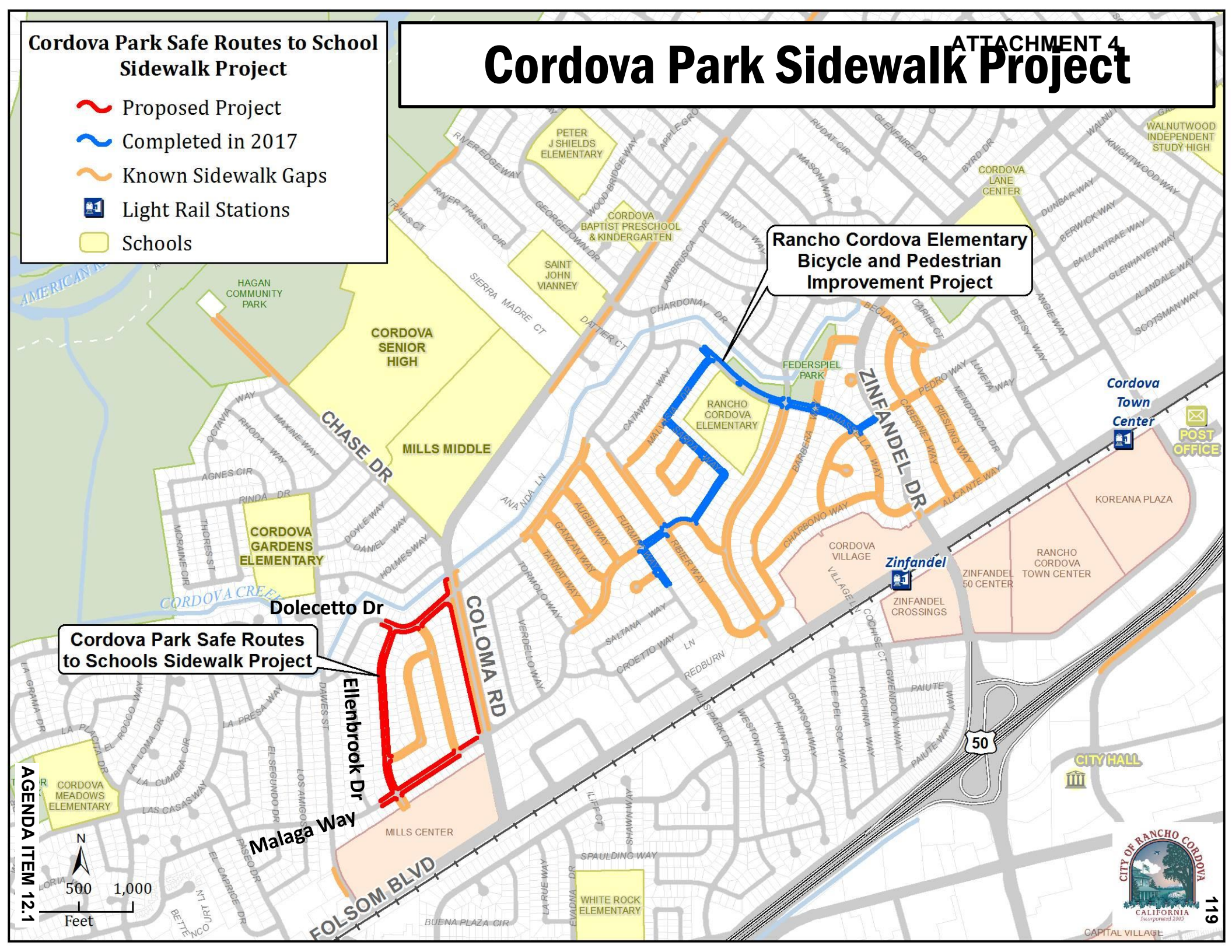
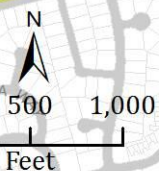
Cordova Park Sidewalk Project

ATTACHMENT 4

**Rancho Cordova Elementary
Bicycle and Pedestrian
Improvement Project**

**Cordova Park Safe Routes
to Schools Sidewalk Project**

AGENDA ITEM 12.1



Cordova Park Sidewalk Project

ATTACHMENT 4

- **Safety**
- **Community Enhancement**
- **Promotes Healthy Living**
- **Connections**

**RT Train
Stations**

\$1,575,795 in State ATP Funds

\$1,374,205 in Local Funds

\$2,950,000 Total Project Estimate

- **Begin design upon approval from Council**
- **Complete design – April 2018**
- **Begin construction - Fall 2018**

Recommendation

- **Authorize City Manager to execute Contract No. 8-2018 with Bennett Engineering Services, Inc. in the amount not to exceed \$161,700 for engineering and design services for the Cordova Park Safe Routes to School Project.**

MEMORANDUM

DATE: February 5, 2018

TO: Honorable Mayor and Council Members

FROM: Darcy Goulart, Principal Planner
Kate Cook, Deputy City Attorney



SUBJECT: DISCUSSION AND DIRECTION REGARDING BINGO GAMES AND BINGO PARLORS

RECOMMENDATION

Receive information from City staff related to Bingo Games and Bingo Parlors and options for allowing these as a primary use or provide direction to continue to prohibit the uses.

RESULT OF RECOMMENDED ACTION

No action will be taken. If directed to do so, City staff will prepare amendments to the Municipal Code to be brought back to Council at a later date. If Council desires to continue the current prohibition on bingo gaming and bingo parlors as a primary use, no further action is necessary.

BACKGROUND

Bingo games are heavily regulated by the State. Cities may enact ordinances to allow for bingo game operations, but the games must be conducted by nonprofits, mobile home park associations, senior citizen organizations, or charitable groups affiliated with a school district. The charitable organization must, however, have a primary purpose other than bingo. Additionally, all bingo game proceeds may only be used for charitable proceeds. State law also limits prize payouts per bingo game to \$500 and prohibits bingo organizations from paying salaries and wages to people from bingo game proceeds, with the exception of security personnel. The games must be operated by members of the organization authorized to operate the game.

Chapter 4.26 Bingo Games (**Attachment 1**) and Chapter 4.28 (**Attachment 2**) Bingo Parlors were adopted as part of the City's Municipal Code upon incorporation. These chapters provide regulations, license requirements, and standards by which an organization is eligible for a license to conduct bingo games or operate a bingo parlor. Since incorporation, the City has done one amendment to further clarify and define the relationship between a bingo parlor and the licensed entity that operate and manages the bingo games.

In November 2014, a Planning Director determination was made regarding whether bingo parlors and bingo gaming was permitted as a primary land use within the City. The determination was as follows:

Currently the land use of Bingo Parlor is not specifically listed in the zoning code and therefore not allowed as a primary use within any zoning area. However, Bingo can be allowed as an ancillary or incidental use given that the primary use of the location is licensed and permitted.

If used as an ancillary or incidental use, all necessary permits and licenses must still be obtained from the City of Rancho Cordova and the Rancho Cordova Police Department. The licensee must also follow all requirements and standards under the Building Code as well as the RCMC.

The City has been approached by an organization that currently operates and manages a facility that runs bingo games several times a week in the unincorporated area of Sacramento County. They would like to relocate their operation to the City of Rancho Cordova, once their current lease expires. However, since the current code does not permit bingo parlors or bingo gaming as a primary use, the organization would not be allowed to operate within the City limits. Now that an organization has expressed interest in relocating to the City and recognizing that this topic has not been discussed with the Council in a considerable amount of time, staff felt that a discussion with the Council would be valuable to get initial direction.

ANALYSIS

The main question that staff is seeking direction from the City Council on, is whether the City should continue to prohibit bingo parlors as a primary use in any zone within the City. If this is the desire of the Council, it would be appropriate to repeal Chapter 4.28 Bingo Parlors to remove it from the Municipal Code, as the use is prohibited. Chapter 4.26 Bingo Games would remain in the code as it provides regulations for organizations to obtain a license for bingo games as incidental uses. Staff would suggest a thorough review of the chapter to determine if any amendments are needed to ensure consistency with State law, as this chapter has not been updated in quite some time. Staff would also suggest an amendment to the land use tables in Title 23 to clarify that bingo games incidental to a primary use are permitted and bingo parlors are not permitted.

If the Council would like to consider allowing bingo parlors as a primary use within the City, the Council should consider the following:

- The City may not require that charitable proceeds from bingo games only go to Rancho Cordova charities.
- California law specifically states that the “organization conducting the game shall determine the disbursement of the net receipts of the game.”
- The California Constitution and a court decision prevent a local jurisdiction from charging a non-profit organization, including those operating bingo games, any local business tax or fee measured by income or gross receipts.
- The City may charge a \$50 application fee for a bingo operation, and it may impose additional fees to cover actual law enforcement and public safety costs incurred by the City related to the bingo activities.

Additionally, the Council could consider land use restrictions such as limiting the use to specific zones, limiting the number of bingo parlors allowed within the City, requiring a distance separation between bingo parlors and an adequate buffer from sensitive uses such as schools, parks or other locations deemed appropriate by the Council. Chapter 4.28 includes various provisions related to a bingo parlor including compliance examinations and inspections, retention of records, hours of operation and how a permit could be revoked. If the Council directs staff to prepare amendments to the code that would permit bingo parlors as a primary use, Chapter 4.28 would be thoroughly reviewed and amended to ensure consistency with State law.

The Rancho Cordova Police Department would play a significant role in the permitting process of bingo parlors. Currently they review and issue any special business license for organizations hosting bingo games as an incidental use, as well as conduct any reviews, background checks, enforcement and inspections associated with these licenses. Their role would be similar with licensing bingo parlors, although the overall approach on review, enforcement and inspections may increase due to the use becoming primary instead of incidental bingo games. However, as stated above, the City may impose fees to cover actual law enforcement and public safety costs incurred by the City related to the bingo activities.

To summarize, staff is seeking direction on the following:

1. Continue prohibiting bingo parlors as a primary use. If so, staff would suggest a repeal of Chapter 4.28., or
2. Permit bingo parlors as a primary use and direct staff to provide the appropriate amendments to the code; and
3. Review and amend Chapter 4.26 to ensure consistency with State law, and
4. Amend Title 23 as appropriate to address bingo games and bingo parlors.

ATTACHMENTS

1. Chapter 4.26 Bingo Games
2. Chapter 4.28 Bingo Parlors
3. PowerPoint Presentation

Chapter 4.26

BINGO GAMES

Sections:

- 4.26.000 Statement of purpose.
- 4.26.005 Bingo prohibition.
- 4.26.010 Definition of bingo.
- 4.26.015 Definition of bingo game.
- 4.26.017 Definition of a bingo session.
- 4.26.020 Definition of security.
- 4.26.025 Definition of member.
- 4.26.027 Prohibition of member participation in staffing bingo games.
- 4.26.030 Chief of police.
- 4.26.035 Organizations eligible for license.
- 4.26.040 Contents of the application.
- 4.26.045 Bingo manager.
- 4.26.050 License fee.
- 4.26.055 Issuance of license.
- 4.26.060 Posting of license.
- 4.26.065 Profits – 23701d organizations.
- 4.26.070 Proceeds – Other organizations.
- 4.26.075 Records – Compliance examination and inspection.
- 4.26.080 Retention of records.
- 4.26.083 Limitation of involvement in bingo.
- 4.26.085 Prohibition of financial interest in bingo.
- 4.26.090 Exclusive operation by licensee.
- 4.26.095 Staff member identification.
- 4.26.100 Attendance limited to occupancy capacity.
- 4.26.105 Licensing of premises.
- 4.26.110 Operating rules.
- 4.26.115 Location of games.
- 4.26.120 Limitation of bingo hours and sessions.
- 4.26.125 Location restriction.
- 4.26.130 Temporary suspension of license pending opportunity for hearing.
- 4.26.135 Notice of temporary suspension and appeal – Appeal of underlying suspension or revocation.
- 4.26.140 Conducting bingo games after temporary suspension or suspension.
- 4.26.150 Receiving bingo proceeds during suspension or revocation.
- 4.26.155 Purchases from bingo suppliers.
- 4.26.160 Injunction.
- 4.26.165 Regulation of games and equipment.
- 4.26.167 Computerized equipment.
- 4.26.170 False or misleading advertising.
- 4.26.175 Receipt of profit by a person and penalty for violation of this chapter.
- 4.26.180 Discontinuance of bingo games.

4.26.000 Statement of purpose.

A. The city adopted the provisions set forth in this chapter by reference to the Sacramento County Code upon incorporation in 2003. The need for the regulations in this chapter is based

upon the findings and experience of the county prior to that time. In 1977, the county of Sacramento enacted an ordinance enabling qualified charitable organizations to operate bingo for fundraising purposes. The popularity and profitability of the games led to an increase in county-licensed games. The proliferation of newly chartered and out-of-county charities seeking bingo licenses within the county created a situation which strained the county's ability to regulate existing licensees and jeopardizes the protection of legitimate charitable interests.

B. The county's past enforcement experience has demonstrated the following:

1. Time, effort and expense are increasing geometrically. State and local statutes demanded a technical accounting of proceeds. As volume increases, the ability to audit and enforce state and local law is compromised. Although many operators are highly efficient and reputable, others are inefficient and creative in avoiding the letter of the law.
2. If all licensees were efficient and reputable, regulatory supervision would be almost perfunctory. Such is the case with many existing licensees. Others, however, require exhaustive monitoring and enforcement. Integrity is a difficult commodity to ascertain in advance of licensure. Thorough screening of applicants prior to licensure is desirable, and required by local ordinance. Pursuant to RCMC 4.10.035 and 4.10.040, the chief of police conducts a thorough investigation into the background of applicants, and their organizations, in order to assure that licensure would not set the stage for fraud and deceit. Such investigation is particularly difficult when applicants have no local track record.
3. Both newly chartered and out-of-area charities proved to be problematic. Several folded within months of licensure due to financial collapse. While some financial failure may be innocently explained, others were clearly bankrupted by the misappropriation of charitable proceeds. Whether innocent or criminal causes underlie these failures, short-lived charities monopolize an inordinate amount of expense, which never ripened to benefit any charity.

C. A one-year operational prerequisite would allow city energies to be more efficiently allocated. Prelicensure screening would be supplemented with the objective track record of each applicant. The number of unstable or pretextual organizations will be reduced.

D. The purposes of this chapter are to protect the health, safety and welfare of the citizens within the city of Rancho Cordova, to assure that city expenditure is efficiently allocated, and to safeguard legitimate charitable purposes.

E. The purpose for allowing an eligible organization to conduct bingo games in Rancho Cordova is to provide that organization an additional source of revenue to further the purpose for which that organization was created. A licensee organization conducting bingo games without generating a profit from those games does not fulfill the purpose for which bingo is permitted.

F. Organizations with a proven track record demonstrating that the game can produce a certain level of profits for charitable purposes, as opposed to proceeds going largely to overhead expenses of the game, should be allowed to conduct further games on various days of the week.

G. The purpose of requiring a separate license for separate functions of bingo operations, such as a bingo parlor license, a bingo supplier license, and a license for the actual conduct of the games, is to ensure that each function is conducted by a separate and independent person or entity. Such regulation aids in assuring the integrity of the game and in minimizing the problems of undue influence being used against an organization that is licensed to conduct bingo. Recent history has shown that nonprofit organizations are not beyond exercising undue influence

against smaller organizations and channeling some of the monies meant for charitable purposes into the private accounts of dishonest members. Further, requiring separation of functions lessens the opportunity for fraud, collusion, and self-dealing.

H. The purpose of requiring those organizations licensed to conduct bingo games to pay amounts owed to the bingo parlor before the next day of bingo operation and to pay the bingo supplier within 30 days of the invoice date or 10 days of the statement date, whichever occurs later, is a direct effort to preclude the parlor or the supplier from acquiring a financial interest in the games. The existence of a debtor-creditor relationship is inimical to the integrity of the bingo games. In the realm of gaming, and bingo is gaming, debts owed to the parlor or supplier by the organization licensed to conduct bingo can be used by the parlor or supplier to exert undue influence on the conduct of the games, and to increase the overhead expenses charged to these organizations. Organizations indebted to the parlor or supplier are thus placed in a position of sharing profits with the parlor or supplier to the detriment of the charitable purpose. [Ord. 38-2007 § 1 (Exh. 1(A), (C)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989; SCC 578 § 12 (part), 1983].

4.26.005 Bingo prohibition.

No person shall operate a bingo game in the city of Rancho Cordova without possessing a valid, unrevoked and unexpired special business license issued pursuant to the provisions of this chapter and Rancho Cordova administrative regulations adopted pursuant to this chapter, and except in conformance with Section 326.5 of the California Penal Code, or any other applicable state of California, city of Rancho Cordova, federal law, or administrative rule or regulation, as they may be amended from time to time. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989; SCC 578 § 12 (part) 1983].

4.26.010 Definition of bingo.

“Bingo,” as used in this chapter, means a game of chance in which prizes are awarded on the basis of designated numbers or symbols on a card that conform to numbers or symbols selected at random. The game of bingo shall include cards having numbers or symbols that are concealed and preprinted in a manner providing for the distribution of prizes. The winning cards shall not be known prior to the game by any person participating in the playing or operation of the bingo game. All preprinted cards shall bear the legend as follows: “for sale or use only in a bingo game authorized under California law and pursuant to local ordinance.” Although “cards” colloquially may refer to a cardboard card, it is permissible for a “card” to be a sheet of paper with multiple card faces preprinted on it and is included herein within the definition of “card.”

The game of bingo includes the use of an electronic bingo aid in conjunction with bingo cards to assist a bingo player participating in bingo games to identify a winning card, when used under the conditions set forth in RCMC 4.26.167(B). The term “electronic bingo aid” is defined as any mechanical, electronic, or computerized aid (including related hardware and software) that is interfaced with or connected to equipment that allows a player to store, display, and mark bingo card faces programmed into the device. This definition of electronic bingo aid includes the individual handheld or tabletop unit or component used by a player, the related equipment and system with which the handheld or tabletop unit is interfaced, and all other related systems, equipment, software, hardware, and circuitry, that together comprise the electronic bingo aid.

Definitions, powers, conditions and restrictions set forth in this chapter are intended to comply with and implement applicable California Constitution and Penal Code provisions. To the extent that any provision of this chapter is substantially the same as that contained in Section 326.5 of the Penal Code, and violation thereof is a violation of that Penal Code section and punishable

thereunder, such provision of this chapter is explanatory only. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1155 § 1, 1999; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989; SCC 578 § 12 (part), 1983].

4.26.015 Definition of bingo game.

A. Bingo Game.

1. The total value of prizes awarded during the conduct of any bingo game shall not exceed \$250.00 in cash or kind, or both, for each separate game which is held. A bingo game starts when the first ball or number symbol is called and ends when the first ball and all succeeding balls or number symbols are returned to the cage or blower. Each progressive play in a series which continues to utilize and count any number symbols called and utilized in a previous part of said progression shall be deemed part of the same bingo game, even if a separate prize is awarded for each part of said progression. The cumulative prizes awarded for a "progressive" or other similar bingo game shall not exceed \$250.00 in cash or kind or both.

2. It shall be unlawful for any person to establish, provide or authorize the establishment or provision of a prize or prizes in violation of the provisions of this section, and a violation of the provisions of this section shall constitute grounds for revocation of a special business license authorizing the operation of bingo games issued pursuant to the provisions of Chapter 4.10 RCMC and this chapter. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989; SCC 578 § 12 (part), 1983].

4.26.017 Definition of a bingo session.

A bingo session shall not exceed six hours in duration. A session begins when the first game starts. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989; SCC 578 § 12 (part), 1983].

4.26.020 Definition of security.

"Security" shall mean the person(s) who protects bingo players, bingo licensees, and volunteers from exposure to danger. The security person(s) shall be prohibited from the sale or the distribution of bingo materials or otherwise participating in nonsecurity activities before, during, and after the bingo session. However, this provision does not preclude security from accompanying the licensee with the session's net proceeds to a night depository immediately after the session. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989; SCC 578 § 12 (part), 1983].

4.26.025 Definition of member.

A. Member.

1. Each licensee shall have written policies incorporated in its constitution, articles, bylaws, or other regulations setting forth the manner in which a person may become a bona fide member of the organization. Absent any such written policies, it shall be presumed that the organization has no members who may operate or staff bingo games within the meaning of Section 326.5 of the California Penal Code.

2. The licensee shall keep a full and accurate list of its members. The chief of police or any other authorized representative of the city is entitled to examine and investigate such list at any reasonable time, and the licensee shall cooperate in making such records available upon demand of the chief of police. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4;

Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989; SCC 578 § 12 (part), 1983].

4.26.027 Prohibition of member participation in staffing bingo games.

A. A volunteer or member shall not participate in the staffing of bingo games if the chief of police makes a finding that such volunteer or member:

1. Has violated any applicable prohibition or requirement of this chapter or title or applicable administrative regulations adopted pursuant to this chapter or title, or has been convicted of a crime, and the time for appeal has elapsed, or when an order granting probation is made suspending the imposition of sentence, irrespective of the entry of a subsequent order under Section 1203.4 of the California Penal Code; or
2. Has done any act involving dishonesty, fraud or deceit with intent to substantially benefit him or herself, or another, or substantially injure another; and
3. That by reason of the violation, crime, or act, the member may perform his or her duties of staffing the bingo game in an unlawful manner or in a manner which subjects patrons of the bingo game to risk of harm or criminal, deceitful or otherwise unethical practices.

B. Notwithstanding the foregoing, a member shall not be prohibited from staffing a bingo game solely on the basis that a person has been convicted of a felony if the person has obtained a certificate of rehabilitation under Section 4852.01 et seq. of the California Penal Code, or that the person has been convicted of a misdemeanor if the person has met all applicable requirements of the criteria of rehabilitation developed to evaluate the rehabilitation of a person under Section 4852.05 of the California Penal Code. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995].

4.26.030 Chief of police.

The city chief of police is charged with the responsibility of administering the regulations imposed by this chapter and exercising the authority conferred thereby. Such authority shall include the power and duty to issue special business licenses authorizing bingo games, promulgate and enforce administrative regulations, and otherwise perform the duties and exercise the authorities conferred herein. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989; SCC 578 § 12 (part), 1983].

4.26.035 Organizations eligible for license.

Organizations which are exempted from the payment of the bank and corporation tax by Section 23701a, 23701b, 23701d, 23701e, 23701f, 23701g, and 23701l of the Revenue and Taxation Code, mobile home park associations and senior citizens organizations shall be eligible to apply for and receive a special business license to conduct bingo games in the city of Rancho Cordova pursuant to the provisions of the California Constitution, Section 326.5 of the California Penal Code, and the provisions of this chapter; provided, that the proceeds of such games are used only for charitable purposes and provided, the applicant has owned or leased property or occupied donated property within the city that has been used by the applicant for the performance of the charitable purposes for which the applicant is organized for at least 12 consecutive months immediately preceding the filing of such application. The required consecutive 12-month period need not be as an organization that is exempt from the payment of bank and corporation tax. With the foregoing exceptions, no other person shall be qualified or eligible to receive such a license. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord.

20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989; SCC 578 § 12 (part), 1983].

4.26.040 Contents of the application.

In addition to the matters prescribed by RCMC 4.10.030, an application for a special business license to conduct bingo games shall contain the following:

- A. The names and signatures of at least two officers, including the presiding officer of the organization who will be primarily responsible for conducting bingo games. In the event of any change in persons holding such offices, the licensee shall within 10 days of change notify the chief of police, in writing, of such change, specifying the name, address, date of birth, and telephone number of such officer(s);
- B. A description of the property on which bingo games will be conducted, including the street number, whether owned or leased, applicant's current use of the premises, and the occupancy capacity of the property;
- C. A copy of the deed, lease or other written instrument by which the applicant will acquire entitlement to occupy the premises where the bingo games will be conducted, and a description of all uses which the applicant will make of the premises;
- D. A statement of the specific charitable purpose(s) for which the applicant is organized;
- E. Proposed day(s) of the week and hours for conduct of bingo games;
- F. Such proof as may be required by the chief of police that the applicant is eligible and qualified to receive a special business license under RCMC 4.26.035. If eligibility is based on an exemption from payment of the bank and corporation tax, the application shall be accompanied by a certificate of determination of exemption under the applicable section of the Revenue and Taxation Code, or a letter of good standing from the Exemption Division of the Franchise Tax Board showing such exemption;
- G. A statement that the applicant agrees to conduct bingo games in strict accordance with the provisions of Section 326.5 of the California Penal Code, this chapter, Rancho Cordova administrative regulations adopted pursuant to this chapter, or any other applicable state of California, city of Rancho Cordova, federal law, or administrative rule or regulation, as may be amended from time to time, and agrees that the license may be revoked by the chief of police upon violation of any such provisions; and
- H. Said application shall be signed by the applicant under penalty of perjury. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989; SCC 578 § 12 (part), 1983].

4.26.045 Bingo manager.

Concurrently with the filing of an application, each applicant shall file a statement specifying the name, address, telephone number and birth date of one or more persons who shall manage, supervise and be responsible for the conduct of all bingo games by said applicant. Said person(s) shall be known as the bingo manager(s), shall sign said statement accepting such responsibility and shall be present on the premises at all times during which bingo games are conducted. In the event any other person is designated as the bingo manager by any licensee, such licensee shall within 10 days of such designation file a new statement containing all of the data specified in this section. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989; SCC 578 § 12 (part), 1983].

4.26.050 License fee.

Each holder of a special business license to conduct bingo games shall, pursuant to the authority conferred by Section 326.5 of the California Penal Code, pay to the chief of police a fee of \$50.00 paid upon application for a special business license or the application for renewal thereof. An additional fee, prescribed by a resolution of the city council, for law enforcement and public safety costs incurred by the city that are directly related to bingo activities shall be imposed and shall be collected monthly by the city and such additional fee shall not exceed the actual costs incurred in providing the service. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989; SCC 578 § 12 (part), 1983].

4.26.055 Issuance of license.

The chief of police shall issue a special business license for bingo games unless one or more of the findings prescribed by RCMC 4.10.040 are made, or the chief of police makes one or more of the following findings in writing:

- A. The bingo games will be a fraud on the public;
- B. The bingo games will be conducted at a location or in a manner or the proceeds thereof will be accounted for or expended in a manner which violates, or the applicant has violated, Section 326.5 of the California Penal Code, this chapter, or any other applicable state of California, city of Rancho Cordova, federal law, or administrative rule or regulation, as they may be amended from time to time;
- C. The identity of the applicant or proposed method or methods of conducting bingo games are contrary to the provisions of Section 326.5 of the California Penal Code, this chapter, Rancho Cordova administrative regulations adopted under this chapter, or any other applicable state of California, city of Rancho Cordova, federal law, or administrative rule or regulation as they may be amended from time to time;
- D. The applicant will be maintaining an inadequate system of recordkeeping and accounting relating to the conduct of the games and disposition of the proceeds therefrom;
- E. The application does not conform to the requirements, terms, and conditions of this chapter, Section 326.5 of the California Penal Code, or any other applicable state of California, city of Rancho Cordova, federal law, or administrative rule or regulation, as they may be amended from time to time; or
- F. The applicant holds a current license under Chapter 4.28 or 4.29 RCMC. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989; SCC 578 § 12 (part), 1983].

4.26.060 Posting of license.

The special business license shall be conspicuously posted at the location of the bingo games. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989; SCC 578 § 12 (part), 1983].

4.26.065 Profits – 23701d organizations.

With respect to organizations exempt from payment of the bank and corporation tax by Section 23701d of the Revenue and Taxation Code, all profits derived from a bingo game shall be kept in a special fund or account, and shall not be commingled with any other fund or account. Such profits shall be expended only for the charitable purposes stated in the application for bingo license or in the articles of incorporation of such organization. These profits shall not be used for

the private gain of any individual. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989; SCC 578 12 (part), 1983].

4.26.070 Proceeds – Other organizations.

A. With respect to organizations licensed under this chapter which are not exempt from payment of the bank and corporation tax by Section 23701d of the Revenue and Taxation Code, all proceeds derived from a bingo game shall be kept in a special fund or account and shall not be commingled with any other fund or account. These proceeds shall not be used for the private gain of any individual. The proceeds shall be expended only for the charitable purposes stated in the application for bingo license or in the articles of incorporation of such organization, except as follows:

1. Such proceeds may be used for prizes;
2. A portion of such proceeds, not to exceed 20 percent of the proceeds before the deduction for prizes, or \$2,000 per month, whichever is less, may be used for rental of property, overhead, the purchase of bingo equipment, administrative expenses, security equipment and security personnel; and
3. Such proceeds may be used to pay license fees.

B. A licensee shall be deemed to violate Subdivision (k)(2) of Section 326.5 of the California Penal Code and this subsection if expenses during any particular month exceed \$2,000. If expenses do not exceed \$2,000 per month, the 20 percent limitation shall be applied annually at the conclusion of each 12 months of operation. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989; SCC 0711 § 1, 1988; SCC 578 § 12 (part), 1983].

4.26.075 Records – Compliance examination and inspection.

A. The licensee shall keep full and accurate records of the income received and expenses disbursed in connection with its operation, conduct, promotion, supervision, and any other phase of bingo games. Such records are to include but are not limited to ledgers and accounts relating to inventory, proceeds, expenditures, and the distribution of all profits derived from bingo games, and any other records as are necessary to determine or establish compliance with the provisions of this chapter, Rancho Cordova administrative regulations adopted pursuant to this chapter, Section 326.5 of the California Penal Code, or any other applicable state of California, city of Rancho Cordova, federal law, or administrative rule or regulation, as they may be amended from time to time. The records shall be of such types and maintained in such manner as may be prescribed by the chief of police; and when not so prescribed, shall be of such types and maintained according to the requirements of generally accepted principles of accounting.

B. The chief of police or any other authorized representative of the city shall have the right to inspect, conduct a compliance examination, review, audit, or photocopy bingo licensee records as described in subsection (A) of this section at any reasonable time and the license holder shall fully cooperate by making such records and photocopies thereof available to the chief of police upon demand. The licensee shall deliver the records for the purpose of a compliance examination, review, audit, inspection, or for photocopying to the office of the chief of police during reasonable hours upon demand of the chief of police.

C. Compliance examinations shall be conducted by the chief of police of bingo licensee records described in subsection (A) of this section not less frequently than annually, for each 12 months of each licensee's operation.

D. If the organizational structure of the licensee is such that an umbrella organization disburses bingo proceeds to member organizations, the records described in subsection (A) of this section which are subject to examination, review, audit, inspection, or photocopying shall include both the bingo records of the umbrella organization and its member organizations. For purposes of this section, an "umbrella organization" is defined as a nonprofit, income tax exempt, charitable organization which is organized for the purpose of providing financial support to other nonprofit, income tax exempt, charitable organizations. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989; SCC 0711 § 3, 1988; SCC 578 § 12 (part), 1983].

4.26.080 Retention of records.

The licensee shall keep and preserve the records described in RCMC 4.26.075(A) for the following period of time, whichever occurs later:

A. Three years;

B. Until completion of a compliance examination; or

C. Until the administrative or judicial appeal process, whichever is applicable, is final, if the license has been suspended, revoked, or a renewal denied. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989; SCC 0711 § 3, 1988; SCC 578 § 12 (part), 1983].

4.26.083 Limitation of involvement in bingo.

The bingo licensee shall not allow another person, sole proprietorship, partnership, corporation, unincorporated association, cooperative, joint venture or other individual or entity to organize, manage, supervise, conduct, control or otherwise participate in or influence either the operation of its bingo game or the promotion thereof. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995].

4.26.085 Prohibition of financial interest in bingo.

A. No individual, corporation, partnership, or other entity except the bingo licensee shall hold a financial interest in the conduct of any bingo game. A financial interest includes, but is not limited to, situations in which a bingo licensee maintains accounts payable to a parlor licensee for parlor rents and other costs beyond the next day of bingo operation, or maintains accounts payable to a bingo supplier beyond 30 days of the invoice date or 10 days of the statement date, whichever occurs later. For purposes of this subsection, "invoice date" is defined as the date of delivery of such supplies and "statement date" is defined as the date within 30 days of the delivery of supplies.

B. A licensee that has not paid its supplier account(s) or parlor account(s) within the period provided in subsection (A) of this section shall not purchase additional supplies from any supplier or rent or incur other costs from any parlor until all accounts are brought into compliance with the required payment periods provided in subsection (A) of this section. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989; SCC 578 (part), 1983].

4.26.090 Exclusive operation by licensee.

Only the bingo licensee shall operate bingo games or participate in the promotion, supervision, or any other phase of the games. Bingo games shall be operated and staffed solely by members of the licensee; except that the licensee may retain or employ security personnel at such bingo games. Such members shall not receive a profit, wage, salary, or compensation from bingo proceeds or bingo profits for services rendered from any bingo game. The term "compensation" as used in this section includes, but is not limited to, cash, bingo paper, pull tabs, coupons, redeemable vouchers, discounts, or payment in kind. Neither the provisions of Subdivisions (b) or (h) of Section 326.5 of the California Penal Code nor those of this section shall be deemed violated if a bingo licensee reimburses members staffing the games for the actual and necessary costs which they incur in providing services associated with the conduct of the games. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989].

4.26.095 Staff member identification.

Any person participating in the operation, conduct or staffing of any bingo game shall wear on his or her outside clothing, in plain view, an identification insignia or badge measuring not less than two and one-half inches by three and one-half inches in size and specifying the name and title of such person and the name of the licensee organization. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989].

4.26.100 Attendance limited to occupancy capacity.

A. Notwithstanding that bingo games are open to the public, attendance at any bingo game shall be limited to the occupancy capacity of the room in which the game is conducted as determined by the fire department or district having jurisdiction in accordance with applicable laws and regulations.

B. It is unlawful for a licensee to knowingly authorize or permit and unlawful for any person to reserve seats or space where bingo games are conducted. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989].

4.26.105 Licensing of premises.

The license issued under this chapter shall authorize the holder thereof to conduct bingo games only on such property the address of which is stated in the application. In the event the described property ceases to be used for the conduct of bingo games by the licensee, the license shall have no further force or effect. The bingo licensee shall file a new application, and such application shall be processed pursuant to the provisions of this chapter, in order for the eligible organization to conduct bingo games at a new location or address. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989].

4.26.110 Operating rules.

Each licensee shall formulate, publish and post in a conspicuous place at the location of the bingo games written rules by which the bingo games are conducted and which recite the prohibitions described below. It is unlawful for a licensee to knowingly authorize, permit, and unlawful for any person to do any of the following:

A. Provide or award total prizes for each separate bingo game which exceed \$250.00 in cash or kind, or both;

B. Limit attendance or participation in such games to members of the licensee or otherwise deny attendance or participation to any member of the general public who complies with the rules of the game and conducts himself or herself in an orderly and law-abiding manner;

- C. Participate in a bingo game, if the participant is under the age of 18;
- D. Participate in a bingo game where alcoholic beverages are consumed in the room where the bingo games are conducted or if the participant is under the influence of alcohol;
- E. Participate in bingo games, unless personally present at the location of the games at the time the games are being conducted.

In this section "participate" is defined as including, but not limited to, the handling of bingo supplies or receipts during any bingo session. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989].

4.26.115 Location of games.

A licensee shall conduct bingo games only on property owned or leased by it, or property whose use is donated to the licensee, and which property is used by such licensee for performance of the charitable purposes for which the organization is organized. Nothing in this section shall be construed to require that the property be owned or leased exclusively by or donated exclusively to such organization. The requirements of the provisions of Subdivision (f) of Section 326.5 of the California Penal Code and those of this section shall be deemed satisfied if the licensee conducts regular business meetings or other activities consistent with its charitable purposes, in addition to bingo games, upon the property which it owns, leases, or uses as a donee. A licensee need not use the property exclusively for activities which fulfill its charitable purposes or objectives. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989].

4.26.120 Limitation of bingo hours and sessions.

A. No bingo licensee shall conduct bingo games between the hours of 2:00 a.m. and 10:00 a.m. of the same day.

B. Except as provided in this subsection, no bingo licensee shall conduct more than one bingo session per week. To conduct more than one bingo session per week a licensee shall secure the permission of the chief of police. The licensee shall have a valid, unrevoked, and unexpired license to conduct such bingo games and shall submit a written application with information therein as required by the chief of police. The chief of police shall authorize the bingo licensee to conduct more than one session per week unless the chief of police makes one or more of the following findings in writing:

1. The bingo licensee is not an organization exempt from the payment of the bank and corporation tax as provided by Sections 23701a, 23701b, 238701d, 23701e, 23701f, 23701g, and 23701l of the Revenue and Taxation Code, or is not a mobile home park association, or a senior citizens organization; and, for at least two continuous years immediately preceding filing of the application for additional sessions, has not existed and operated within either the incorporated or city of Rancho Cordova. The two-year consecutive period of existence and operation provided for herein need not include exemption from payment of the bank and corporation tax;
2. The bingo licensee has failed, during said immediately preceding two-year period, to raise at least \$25,000 each year through public and private solicitations (including publicly funded grants and recreational and other fundraising activities, but exclusive of any revenue from the sponsorship of bingo games), and has failed to expend at least \$16,000 during each of said preceding two years on charitable causes, or the bingo licensee has not conducted bingo games in the city of Rancho Cordova for the preceding 12 months;

3. The bingo licensee has failed to equal or exceed, and has failed to maintain for at least six consecutive months, at least 75 percent of the average percentage net profit available from bingo in the city of Rancho Cordova as determined and defined by the chief of police from, but not limited to, bingo records of the licensee community during the previous city fiscal year;
4. The bingo licensee does not have enough volunteers to staff the extra sessions;
5. The bingo licensee's accounting records have never undergone a compliance examination by the chief of police or there exist uncorrected deficiencies from a compliance examination conducted by the chief of police;
6. The additional sessions will be detrimental to public safety, health or welfare; or
7. The licensee has failed to comply with other provisions of this chapter, the Rancho Cordova administrative regulations adopted pursuant to this chapter, Section 326.5 of the California Penal Code, or any other applicable state of California, city of Rancho Cordova, federal law, or administrative rule or regulation, as they may be amended from time to time.

C. The chief of police shall notify the bingo licensee in writing of the denial of a licensee's application to conduct more than one bingo session per week and shall in such notice state the reason(s) for the denial and that the licensee has 15 calendar days from the date of service of such written notice of denial to file an appeal of such denial. Upon timely request by the licensee, the appeal hearing process and related procedures shall proceed pursuant to the provisions of RCMC 4.10.115 through 4.10.130. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 §5, 1995; SCC 0758 § 2, 1989].

4.26.125 Location restriction.

A. Notwithstanding the permission contained in a special business license pursuant to RCMC 4.26.105, and notwithstanding any provision of Chapter 4.10 RCMC or this chapter to the contrary, it shall be unlawful for any person who holds a special business license authorizing the operation of bingo games to conduct bingo games at a place which is or would by virtue of the conduct of such games be or become a bingo parlor, as defined by RCMC 4.28.010, unless the bingo parlor has been authorized by a valid, unexpired, unrevoked special business license issued pursuant to the provisions of RCMC 4.28.030 and Chapter 4.28 RCMC.

B. Notwithstanding any other provision of Chapter 4.10 RCMC or this chapter to the contrary, violation of the provisions of subsection (A) of this section shall constitute grounds for revocation of a special business license authorizing the operation of bingo games issued pursuant to the provisions of Chapter 4.10 RCMC and this chapter. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 §5, 1995; SCC 0758 § 2, 1989].

4.26.130 Temporary suspension of license pending opportunity for hearing.

The chief of police shall have the authority to temporarily suspend the bingo license by ordering in writing that the licensee immediately cease and desist any further operations of any bingo game pending expiration of the time for appeal or exhaustion of an appeal pursuant to the provisions and notice procedure of RCMC 4.10.145 if the chief of police finds that such temporary suspension is necessary in order to protect against a serious and immediate threat to the health or safety of the public caused by exercise of the license, and one of the following occurs:

A. The bingo licensee is conducting a bingo game in violation of any of the provisions of this chapter, Section 326.5 of the California Penal Code, the Rancho Cordova administrative

regulations adopted pursuant to this chapter, or any other applicable state of California, city of Rancho Cordova, federal law, or administrative rule or regulation, as they may be amended from time to time;

B. The bingo licensee has not made available for the conduct of a compliance examination, audit, review, inspection, or for photocopying, at any reasonable time upon the demand of the chief of police all records necessary to determine or establish compliance with the provisions of this chapter, Rancho Cordova administrative regulations adopted pursuant to this chapter, Section 326.5 of the California Penal Code, or any other applicable state of California, city of Rancho Cordova, federal law, or administrative rule or regulation, as they may be amended from time to time; or

C. The bingo licensee has not kept records as required by the chief of police, this chapter, Section 326.5 of the Penal Code, Rancho Cordova administrative regulations adopted pursuant to this chapter, or any other applicable state of California, city of Rancho Cordova or federal law, administrative rule or regulation, as they may be amended from time to time, or has not kept records necessary to determine compliance with applicable laws and administrative rules and regulations pursuant to generally accepted principles of accounting when such records are not prescribed to be kept in any specific manner or type by the chief of police, this chapter, Rancho Cordova administrative regulations adopted pursuant to this chapter, Section 326.5 of the Penal Code, or any other applicable state of California, city of Rancho Cordova, federal law, or administrative rule or regulations, as they may be amended from time to time. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989].

4.26.135 Notice of temporary suspension and appeal – Appeal of underlying suspension or revocation.

A. The temporary suspension shall be effective no sooner than 24 hours following the time and date of delivery of the notice thereof as is provided in RCMC 4.10.145 and the procedures for appeal and notice of temporary suspension shall be as prescribed in RCMC 4.10.145.

B. Upon timely request by the licensee, the appeal hearing process and related procedures of a revocation or suspension of its license pursuant to RCMC 4.10.135 shall proceed pursuant to the provisions of RCMC 4.10.115 through 4.10.155. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989].

4.26.140 Conducting bingo games after temporary suspension or suspension.

Any person who continues to conduct a bingo game after temporary suspension pursuant to RCMC 4.26.130, or suspension pursuant to RCMC 4.10.135, is guilty of a misdemeanor. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989].

4.26.150 Receiving bingo proceeds during suspension or revocation.

Notwithstanding the provisions of RCMC 4.10.145, an organization whose license has been temporarily suspended, suspended, or revoked cannot receive bingo proceeds from any source during the period of temporary suspension, suspension, or revocation. A violation of this section shall result in a permanent license revocation to the organization involved. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989].

4.26.155 Purchases from bingo suppliers.

It is prohibited for bingo licensees to use bingo paper and pull tabs purchased from suppliers that are not licensed to conduct a bingo supply business by the city of Rancho Cordova

pursuant to Chapter 4.29 RCMC. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989].

4.26.160 Injunction.

The city of Rancho Cordova may bring an action in a court of competent jurisdiction to enjoin a violation of Section 326.5 of the California Penal Code, of this chapter, Rancho Cordova administrative regulations adopted pursuant to this chapter, or any other applicable state of California, city of Rancho Cordova, federal law, or administrative rule or regulation, as they may be amended from time to time. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989].

4.26.165 Regulation of games and equipment.

The chief of police may prescribe such regulations with respect to the conduct of the games and the equipment used by the licensee as deemed necessary to ensure the fairness and integrity of the games, and the accountability of the funds collected. Violation of such regulations shall constitute grounds for revocation of the special business license, as set forth in Chapter 4.10 RCMC and this chapter. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989].

4.26.167 Computerized equipment.

A. Except as provided in subsection (B) of this section, it shall be unlawful for organizations licensed under this chapter to:

1. Permit the use of machines, devices, or equipment that is computerized, electronic, or mechanical, in a bingo game;
2. Operate, or allow to be played, any form of bingo in which the numbers to be called are selected by electronic means rather than by random selection of numbered balls from a pool of game balls.

B. Electronic Bingo Aid.

1. Purpose. The purpose of this subsection (B) is not to permit the use of all electronic bingo aids in bingo. The purpose is to permit the bingo licensee to use an electronic bingo aid on the conditions and specifications set forth in this subsection (B). It is contemplated that an electronic bingo aid will include individual units or components to be used by players and that these units or components will be activated by the organization licensed to conduct bingo for a player's operation. These individual player units or components are handheld or desktop devices used in conjunction with bingo cards. It is contemplated that an electronic bingo aid will permit a bingo player to input into an activated individual player unit or component randomly selected numbers called by the bingo licensee in order to match such numbers against programmed information to identify a winning card. The programmed information reflects the exact configurations of the bingo cards sold to and played by the player. The electronic bingo aid is not to alter the bingo cards. The electronic bingo aid is to be used in conjunction with bingo cards in order to assist the player in identifying a winning card. The electronic bingo aid is not to be used as an electronic or computerized game of bingo, or as a substitute for required bingo cards, or as a substitute for any other requirements of bingo as provided in this chapter or Section 326.5 of the California Penal Code.

2. An electronic bingo aid may be used by bingo players in conjunction with bingo cards to assist in the identification of a winning card if the bingo licensee complies with the

conditions set forth in subsections (B)(3) through (B)(19) of this section, and if the organization complies with all other required provisions of this chapter and Section 326.5 of the Penal Code. Violation of any or all of such provisions and conditions shall constitute grounds for revocation, suspension, or denial of the special business license to conduct bingo games, pursuant to the procedures set forth in Chapters 4.02 and 4.10 RCMC and this chapter.

3. An electronic bingo aid is permitted only as a means of assisting a player to mark, otherwise register, or record numbers selected at random in order to identify a winning bingo card. An electronic bingo aid shall not replace or alter the bingo cards. An electronic bingo aid shall not interfere or interact with the element of chance in the game. The player shall have in his or her possession at all times during the game bingo cards with configurations that were sold to the player by the bingo licensee for use with the electronic bingo aid that correspond exactly to such bingo card configurations programmed into the electronic bingo aid. The bingo cards and the individual unit or component of the electronic bingo aid used by the player shall be kept separate and apart and in public view on the tabletop during the game.

4. Players shall manually input numbers called by the bingo licensee into the individual player-operated units or components of the electronic bingo aid, and automatic daubing shall not be permitted. The portion of the electronic bingo aid system in the immediate physical possession and operation of the bingo licensee, and the individual player-operated units or components of the electronic bingo aid used by a player, shall be able to identify a winning card during the game. Verification by the bingo licensee of a winning combination shall be made based on the bingo card and not solely on the electronic bingo aid. Players shall notify the game operator or caller of a winning pattern of bingo.

5. The electronic bingo aid, including the individual player-operated units or components of the electronic bingo aid, shall be enabled for play solely by the bingo licensee, and only on the premises where the games are conducted. The electronic bingo aid shall be programmed either by the bingo licensee, or by a bingo supplier licensed pursuant to Chapter 4.29 RCMC at the direction and as specified by the bingo licensee. A copy of any change in the program of a programmed electronic bingo aid shall be submitted to the chief of police. The same card configurations shall be programmed into the electronic bingo aid as are sold to the player. All individual player-operated units or components of the electronic bingo aid shall be rented or otherwise provided to a player solely by the bingo licensee.

6. Prior to giving physical possession of the individual player-operated unit or component of the electronic bingo aid to the player, the bingo licensee shall receive payment from the player for the number of games requested by the player that are programmed into the electronic bingo aid. The bingo licensee shall at the time of payment issue to the player: an individual player-operated unit or component of the electronic bingo aid; the bingo cards sold to the player corresponding exactly to the bingo number pattern for each card face thereon that is programmed into the electronic bingo aid; and a receipt indicating the amount paid, the number of faces and games sold to the player and activated in the electronic bingo aid, and the serial number of each card face sold to the player and activated by game.

7. The chief of police shall by administrative regulation determine the maximum number of bingo card faces that may be programmed into a player-operated unit or component of an electronic bingo aid during a bingo game, but such number shall in no event exceed 72 bingo card faces.

8. Only one player-operated unit or component of an electronic bingo aid may be used by a bingo player during a bingo game.
9. A particular type of electronic bingo aid shall not be used by a bingo licensee until the bingo licensee has demonstrated the electronic bingo aid to the chief of police and such electronic bingo aid has been inspected and approved by the chief of police.
10. Each player electing to use the electronic bingo aid shall have an equal opportunity to do so. The bingo licensee shall distribute each player-operated unit or component of the electronic bingo aid for play on a random basis; first come, first served. No particular player-operated unit or component of the electronic bingo aid shall be reserved for any player. The bingo player is prohibited from selecting the player-operated unit or component of the electronic bingo aid.
11. Only a bingo supplier licensed by Chapter 4.29 RCMC may remove the electronic bingo aid from the premises where the games are conducted. Removal may be for repair or for use by another organization licensed by this chapter to conduct bingo. A record shall be maintained by the bingo licensee of all electronic bingo aids removed from such premises; the name of the person, and business if any, who has taken the device from such premises; the site address where taken; the return date, if any; and disposition of the electronic bingo aid.
12. Accounting records pertaining to electronic bingo aids, including the internal accounting system of the electronic bingo aid, shall be retained as prescribed by RCMC 4.26.080. The electronic bingo aid system must have a dial-up capability so the chief of police may remotely monitor the operation and the internal accounting system of the electronic bingo aid at any time. The electronic bingo aid shall contain a point-of-sale accounting system that allows it to track all financial activity for the bingo session. The electronic bingo aid shall at a minimum contain and keep an accounting system that records the serial number of each bingo card or bingo face sold, the price of each card sold, and the total amount of the electronic bingo aid proceeds from each session. The accounting information must be secure and shall not be accessible for alteration. The electronic bingo aid's capabilities and information must not be lost through power failure or other disruption during the session.
13. The bingo licensee shall not conduct bingo games where a player is required to use an electronic bingo aid. During all games, the use of an electronic bingo aid shall be at the option of the bingo player. The bingo licensee shall permit all players to play in all bingo games without the use of an electronic bingo aid.
14. The bingo licensee shall require a player electing to use an electronic bingo aid to purchase no less than the licensee's minimum number buy-in of bingo cards for use without an electronic bingo aid.
15. The portion of the electronic bingo aid system in the immediate physical possession and operation of the bingo licensee shall have the capability during the game to print and may print the configurations of the bingo cards that are programmed into the electronic bingo aid. The player-operated units or components of the electronic bingo aid shall not have such capability and shall not print configurations of the bingo cards.
16. The electronic bingo aid including related circuitry shall be sealed and secured in order to prevent unauthorized removal, additions, changes, or other alterations to the data within such electronic bingo aid.

17. The chief of police may, upon demand, examine and inspect the electronic bingo aid, or any player-operated unit or component of the electronic bingo aid, during the conduct of the games if the chief of police detects or discovers any problem with such equipment that affects the integrity of the bingo game or such equipment. The bingo licensee shall immediately cooperate and comply upon the chief of police's demand for such examination and inspection. Such examination and inspection shall include immediate access to the electronic bingo aid, player-operated units or components of the electronic bingo aid, and inspection of all associated parts and systems, as applicable, and may involve the immediate removal of the electronic bingo aid, player-operated units or components of the electronic bingo aid, or related system or parts, as applicable, from the game premises for further testing.

18. If, at any time, the chief of police detects or discovers any malfunction with an electronic bingo aid, or any player-operated unit or component of the electronic bingo aid, that affects the integrity of such equipment or the bingo game, the chief of police may order the bingo licensee to cease the use of the electronic bingo aid or a player-operated unit or component of the electronic bingo aid, as applicable, immediately. The bingo licensee shall comply immediately with such chief of police's order.

19. If the bingo licensee detects or discovers any malfunction or any problem or occurrence with the electronic bingo aid, or the player-operated unit or component of the electronic bingo aid, that affects the security or the integrity of the bingo game or such equipment, the bingo licensee shall cease immediately the use of the electronic bingo aid or affected player-operated unit or component of the electronic bingo aid, as applicable. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1155 § 2, 1999; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995].

4.26.170 False or misleading advertising.

It shall be unlawful for any licensee to make or disseminate or cause to be made or disseminated before the public in this city, in any newspaper or other publication, or any advertising device, or any other manner or means whatsoever, any statement concerning any such bingo game including, but not limited to, the amount of prizes to be awarded or distributed in any game, which is untrue or misleading, and which is known or which, by the exercise of reasonable care, should be known to be untrue or misleading. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989].

4.26.175 Receipt of profit by a person and penalty for violation of this chapter.

A. It is a misdemeanor under Section 326.5, Subdivision (b), of the Penal Code of the state of California for any person to receive or pay a profit, wage, or salary from any bingo game authorized under this chapter for activities related to bingo or the bingo operation. The expenditure of any revenues or proceeds derived from bingo to pay employees, members, or contractors of licensed organizations for services associated with the planning, organization, management, operation or staffing of bingo games, or related to bookkeeping, accounting, auditing or technical advice concerning the handling or disposition of such revenues or proceeds is prohibited. A violation of this prohibition is punishable by a fine not to exceed \$10,000, which fine shall be deposited in the general fund of the city of Rancho Cordova.

B. In addition to other applicable provisions of this title, a violation of any of the provisions of this chapter, Rancho Cordova administrative regulations adopted pursuant to this chapter, Section 326.5 of the California Penal Code, or any other applicable state of California, city of Rancho Cordova, federal law, or administrative rule or regulation, as they may be amended from time to time, shall be grounds for the chief of police to suspend, revoke, or deny the renewal of a

special business license to conduct bingo games issued pursuant to the provisions of Chapter 4.10 RCMC and this chapter. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1155 § 3, 1999; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995; SCC 0758 § 2, 1989].

4.26.180 Discontinuance of bingo games.

Bingo licensees who discontinue conducting bingo games shall follow the accounting requirements prescribed by the chief of police in the Rancho Cordova administrative regulations adopted pursuant to this chapter. Their failure to do so shall result in denial of a subsequent license to conduct bingo games for two years from the last day a bingo game was conducted. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 1, 1996; SCC 0992 § 5, 1995].

Chapter 4.28

BINGO PARLORS

Sections:

- 4.28.000 Purpose.
- 4.28.005 Definitions.
- 4.28.010 Definitions – Bingo parlor.
- 4.28.015 Definitions – Bingo.
- 4.28.017 Definitions – Bingo session.
- 4.28.020 License required.
- 4.28.025 Contents of the application.
- 4.28.030 Issuance.
- 4.28.035 Employee permits.
- 4.28.040 Application for permits.
- 4.28.045 Issuance of permit.
- 4.28.050 Revocation of permits.
- 4.28.055 Records – Compliance examination and inspection.
- 4.28.057 Retention of records.
- 4.28.060 Hours of operation.
- 4.28.065 Limitation on parlor owner involvement in bingo.
- 4.28.070 Prohibition of financial interest in bingo.
- 4.28.080 Temporary suspension of license pending opportunity for hearing.
- 4.28.085 Notice of temporary suspension and appeal – Appeal of underlying suspension or revocation.
- 4.28.090 Operating and conducting business at the bingo parlor after temporary suspension or suspension.
- 4.28.100 Receipt of profit by a person and penalty for violation of this chapter.

4.28.000 Purpose.

In recent years, there has been a proliferation of bingo parlors in Rancho Cordova, resulting in multiple organizations licensed to conduct bingo in accordance with Chapter 4.26 RCMC conducting bingo games at a single commercial location. Competition for the bingo player and the bingo dollar has increased between charitable organizations conducting bingo games. High rents and overhead and increased promotional expenditures have reduced the charitable organizations' profits derived from bingo games, thereby resulting in a substantial decrease in the profits available for charitable purposes.

The regulatory provisions of this chapter are necessary to ensure that bingo parlors are operated subject to reasonable conditions for the protection of the public health, safety and welfare. A system of regulating bingo parlors, in conjunction with the existing regulations of organizations licensed to conduct bingo in accordance with Chapter 4.26 RCMC, encourages the maximum use of bingo proceeds and profits for charitable purposes, but also limits the commercialization of bingo, particularly by criminal or otherwise undesirable elements.

The licensing regulations for bingo parlors further clarify and define the relationship between the bingo parlor and the licensed charitable organizations with respect to the operation and management of bingo games in the city of Rancho Cordova. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 2, 1996; SCC 0992 § 7, 1995; SCC 0759 § 2, 1989; SCC 661 § 1, 1986].

4.28.005 Definitions.

As used in this chapter, the terms identified by RCMC 4.28.010 through 4.28.017 shall be ascribed the meanings indicated. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 2, 1996; SCC 0992 § 7, 1995; SCC 0759 § 2, 1989; SCC 661 § 1, 1986].

4.28.010 Definitions – Bingo parlor.

“Bingo parlor” means a building, facility, or other improvement upon which space is leased, rented or otherwise allocated for monetary consideration to two or more organizations possessing a special business license pursuant to Chapter 4.26 RCMC, within or upon which bingo games sponsored by the licensed organizations are conducted. A bingo parlor shall not be deemed to mean or include a building, facility, or other improvement which is owned by a public agency, within or upon which space is rented, leased or otherwise allocated for the operation of bingo games by two or more licensed organizations. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 2, 1996; SCC 0992 § 7, 1995; SCC 0759 § 2, 1989; SCC 661 § 1, 1986].

4.28.015 Definitions – Bingo.

“Bingo,” as used in this chapter, shall be deemed to mean a game of chance as specifically defined in RCMC 4.26.010. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 2, 1996; SCC 0992 § 7, 1995; SCC 0759 § 2, 1989; SCC 661 § 1, 1986].

4.28.017 Definitions – Bingo session.

“Bingo session,” as used in this chapter, shall be deemed to mean the same as specifically defined in RCMC 4.26.017. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 2, 1996; SCC 0992 § 7, 1995].

4.28.020 License required.

No person shall, unless under and by authority of a valid, unrevoked and unexpired special business license issued pursuant to the provisions of this chapter, operate a bingo parlor in the city of Rancho Cordova, whether singularly or in connection with another type of enterprise. A person shall be deemed to operate or conduct a bingo parlor and violate this section if the person, without a special business license, supervises, directs, organizes, controls or is in any way responsible for or in charge of a bingo parlor for which a special business license is required. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 2, 1996; SCC 0992 § 7, 1995; SCC 0759 § 2, 1989; SCC 661 § 1, 1986].

4.28.025 Contents of the application.

In addition to the matters prescribed by RCMC 4.10.030, an application for a special business license to operate a bingo parlor shall contain the following:

- A. A copy of all leases, contracts or other agreements regarding the use or occupancy of the bingo parlor by and between the licensee and any organization licensed to conduct bingo games pursuant to Chapter 4.26 RCMC;
- B. A description of all uses which any organization licensed pursuant to Chapter 4.26 RCMC shall make of the bingo parlor premises; and
- C. A detailed description of the facility, services, resources and security personnel which the licensee shall provide to each organization licensed pursuant to Chapter 4.26 RCMC which shall operate or conduct a bingo game at the bingo parlor. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 2, 1996; SCC 0992 § 7, 1995; SCC 0759 § 2, 1989; SCC 661 § 1, 1986].

4.28.030 Issuance.

The chief of police shall issue a special business license unless:

- A. One or more of the findings prescribed by RCMC 4.10.040(A), (B), (C) or (D) is made;
- B. The bingo parlor has violated, or will be conducted, operated or managed in a manner which violates, Section 326.5 of the California Penal Code, this chapter, Rancho Cordova administrative regulations adopted pursuant to this chapter, or any other applicable state of California, city of Rancho Cordova, federal law, or administrative rule or regulation, as they may be amended from time to time; or
- C. The applicant holds a current license under Chapter 4.26 or 4.29 RCMC. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 2, 1996; SCC 0992 § 7, 1995; SCC 0759 § 2, 1989; SCC 661 § 1, 1986].

4.28.035 Employee permits.

No person shall work in a bingo parlor as a bingo parlor manager and no person who holds a special business license authorizing operation of a bingo parlor shall employ any person as a bingo parlor manager unless such person possesses a valid employee permit or a special business license issued pursuant to the provisions of Chapter 4.10 RCMC and this chapter. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 2, 1996; SCC 0992 § 7, 1995; SCC 0759 § 2, 1989; SCC 661 § 1, 1986].

4.28.040 Application for permits.

In addition to the matters prescribed by RCMC 4.10.080, an application for an employee permit to serve as a bingo parlor manager shall contain a list of each arrest resulting in either a conviction, a plea of guilty or a plea of nolo contendere. This list shall, for each such conviction, plea of guilty or plea of nolo contendere, set forth the date of arrest, the offense charged and the offense for which the applicant was convicted, or entered a plea of guilty or plea of nolo contendere. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 2, 1996; SCC 0992 § 7, 1995; SCC 0759 § 2, 1989; SCC 661 § 1, 1986].

4.28.045 Issuance of permit.

Upon receipt of an application for an employee permit to serve as a bingo parlor manager, the chief of police shall conduct such investigation pursuant to RCMC 4.10.085 as is deemed necessary. The chief of police shall issue the permit pursuant to RCMC 4.10.090 unless he or she finds any of the following:

- A. That the application fails to contain information required by the chief of police or RCMC 4.28.040, or is otherwise incomplete;
- B. That information contained in the application is false or otherwise inaccurate;
- C. That the applicant has been convicted of a crime and the time for appeal has elapsed, or when an order granting probation is made suspending the imposition of sentence, irrespective of the entry of a subsequent order under Section 1203.4 of the California Penal Code, or has done any act involving dishonesty, fraud or deceit with intent to substantially benefit him or herself or another, or substantially injure another, and the chief of police concludes that by reason of the crime or act the applicant may not perform his or her duties as a bingo parlor manager in a law-abiding manner or in a manner which does not subject patrons of the bingo parlor to risk of harm or criminal, deceitful or otherwise unethical practices.

Notwithstanding the foregoing, an application shall not be denied solely on the basis that a person has been convicted of a felony if the person has obtained a certificate of rehabilitation under Section 4852.01 et seq. of the California Penal Code, or that the person has been convicted of a misdemeanor if the person has met all applicable requirements of the criteria of rehabilitation developed to evaluate the rehabilitation of a person when considering the denial of a license under Section 4852.05 of the California Penal Code; or

D. That the applicant has violated or is in noncompliance with any of the provisions of this chapter, Section 326.5 of the California Penal Code, Rancho Cordova administrative regulations adopted pursuant to this chapter, or any other applicable state of California, city of Rancho Cordova, federal law, or administrative rule or regulation, and as they may be amended from time to time. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 2, 1996; SCC 0992 § 7, 1995; SCC 0759 § 2, 1989; SCC 661 § 1, 1986].

4.28.050 Revocation of permits.

An employee permit may be revoked or suspended pursuant to RCMC 4.10.140 upon any of the following grounds:

A. Violation of any of the duties, terms, conditions, requirements or prohibitions contained in this chapter, in the Rancho Cordova administrative regulations adopted pursuant to this chapter, Section 326.5 of the California Penal Code, or any other applicable state of California, city of Rancho Cordova, federal law, or administrative rule or regulation, as they may be amended from time to time;

B. Violation of any duties, terms, conditions, requirements or prohibitions imposed by Chapter 4.02 or 4.10 RCMC;

C. Misrepresentation of a material fact contained in the application for the permit; or

D. The chief of police has acquired information supporting a finding as described by RCMC 4.28.045(C) in relation to the holder of the permit. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 2, 1996; SCC 0992 § 7, 1995; SCC 0759 § 2, 1989; SCC 661 § 1, 1986].

4.28.055 Records – Compliance examination and inspection.

A. The parlor licensee shall keep full and accurate records of the income received and expenses disbursed in connection with its operation and conduct of a bingo parlor, and as necessary to determine or establish compliance with the provisions of this chapter, Rancho Cordova administrative regulations adopted pursuant to this chapter, Section 326.5 of the California Penal Code, or any other applicable state of California, city of Rancho Cordova, federal law, or administrative rule or regulation, as they may be amended from time to time. The records shall be of such types and maintained in such manner as may be prescribed by the chief of police and when not so prescribed shall be of such types and maintained according to the requirements of generally accepted principles of accounting.

B. The chief of police or any other authorized representative of the city shall have the right to inspect, conduct a compliance examination, review, audit, or photocopy parlor licensee records as described in subsection (A) of this section at any reasonable time and the license holder shall fully cooperate by making such records and photocopies thereof available to the chief of police upon demand. The licensee shall deliver the records for the purpose of a compliance examination, review, audit, inspection, or for photocopying to the office of the chief of police during reasonable hours upon demand of the chief of police.

C. Compliance examinations shall be conducted by the chief of police of parlor licensee records described in subsection (A) of this section not less frequently than annually, for each 12 months of each licensee's operation.

D. Records described in subsection (A) of this section shall be subject to disclosure only pursuant to:

1. Any suspension, revocation or other proceeding conducted under this chapter or the Rancho Cordova administrative regulations adopted pursuant to this chapter; or
2. Any civil or criminal investigation conducted by the chief of police, the district attorney, the grand jury or the city attorney. For all other purposes, the records shall be kept confidential by the chief of police, as custodian of those records. [Revised during 2008 codification; Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 2, 1996; SCC 0992 § 7, 1995; SCC 0759 § 2, 1989; SCC 661 § 1, 1986].

4.28.057 Retention of records.

The parlor licensee shall keep and preserve the records described in RCMC 4.28.055(A) for the following period of time, whichever occurs later:

- A. Three years;
- B. Until completion of a compliance examination; or
- C. Until the administrative or judicial appeal process, whichever is applicable, is final, if the license has been suspended, revoked, or a renewal denied. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 2, 1996; SCC 0992 § 7, 1995].

4.28.060 Hours of operation.

It shall be unlawful for any bingo parlor to operate or remain open for purposes of conducting bingo games between the hours of 2:00 a.m. and 10:00 a.m. of the same day. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 2, 1996; SCC 0992 § 7, 1995; SCC 0759 § 2, 1989; SCC 661 § 1, 1986].

4.28.065 Limitation on parlor owner involvement in bingo.

The licensee shall not organize, manage, supervise, conduct, control or otherwise participate in or influence either the operation of any bingo game conducted at the bingo parlor or the promotion thereof. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 2, 1996; SCC 0992 § 7, 1995; SCC 0759 § 2, 1989; SCC 661 § 1, 1986].

4.28.070 Prohibition of financial interest in bingo.

With the exception of revenue generated by any business or enterprise for which a special business license is required pursuant to this chapter, no licensee shall have a financial interest in the conduct of a bingo game operated in the city of Rancho Cordova. A licensee shall be deemed to have a financial interest in the conduct of a bingo game including, but not limited to, the following situations:

- A. Rent or other costs for the bingo parlor is adjusted based on the profits, losses or tax exempt status of any organization licensed under Chapter 4.26 RCMC;
- B. The licensee absorbs, assumes, shares or otherwise participates in the losses or profits of any bingo game conducted by any organization licensed under Chapter 4.26 RCMC; or

C. The licensee maintains an accounts receivable for an organization licensed under Chapter 4.26 RCMC for rent amounts or other costs owed to the bingo parlor, except for amounts owed by such organization from a previous day of bingo operation which are paid before the next day of bingo operation. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 2, 1996; SCC 0992 § 7, 1995; SCC 0759 § 2, 1989; SCC 661 § 1, 1986].

4.28.080 Temporary suspension of license pending opportunity for hearing.

The chief of police shall have the authority to temporarily suspend the parlor's license by ordering in writing that the licensee immediately cease and desist any further operations of the parlor pending expiration of the time for appeal or exhaustion of an appeal pursuant to the provisions and notice procedure of RCMC 4.10.145 if the chief of police finds that such temporary suspension is necessary in order to protect against a serious and immediate threat to the health or safety of the public caused by exercise of the license, and one of the following occurs:

A. The parlor licensee is conducting its operation in violation of any of the provisions of this chapter, Section 326.5 of the California Penal Code, the Rancho Cordova administrative regulations adopted pursuant to this chapter, or any other applicable state of California, city of Rancho Cordova, federal law, or administrative rule or regulation, as they may be amended from time to time;

B. The parlor licensee has not made available for the conduct of a compliance examination, audit, review, inspection, or for photocopying, at any reasonable time upon the demand of the chief of police, all records necessary to determine or establish compliance with the provisions of this chapter, Rancho Cordova administrative regulations adopted pursuant to this chapter, Section 326.5 of the California Penal Code, any other applicable state of California, city of Rancho Cordova, federal law, or administrative rule or regulation, as they may be amended from time to time; or

C. The parlor licensee has not kept records as prescribed by the chief of police, this chapter, Section 326.5 of the California Penal Code, Rancho Cordova administrative regulations adopted pursuant to this chapter, or any other applicable state of California, city of Rancho Cordova, federal law, or administrative rule or regulation, and as they may be amended from time to time; or has not kept records necessary to determine compliance with applicable laws and administrative rules and regulations pursuant to generally accepted principles of accounting when such records are not prescribed to be kept in any specific manner or type by the chief of police, this chapter, Rancho Cordova administrative regulations adopted pursuant to this chapter, Section 326.5 of the California Penal Code, or any other applicable state of California, city of Rancho Cordova, federal law, or administrative rule or regulation, as they may be amended from time to time. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 2, 1996; SCC 0992 § 7, 1995; SCC 0759 § 2, 1989; SCC 661 § 1, 1986].

4.28.085 Notice of temporary suspension and appeal – Appeal of underlying suspension or revocation.

A. The temporary suspension shall be effective no sooner than 24 hours following the time and date of delivery of the notice thereof as is provided in RCMC 4.10.145 and the procedures for appeal and notice of temporary suspension shall be as prescribed in RCMC 4.10.145.

B. Upon timely request by the licensee, the appeal hearing process and related procedures of the revocation or suspension of its license pursuant to RCMC 4.10.135 shall proceed pursuant to the provisions of RCMC 4.10.115 through 4.10.155. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 2, 1996; SCC 0992 § 7, 1995; SCC 0759 § 2, 1989; SCC 661 § 1, 1986].

4.28.090 Operating and conducting business at the bingo parlor after temporary suspension or suspension.

Any person(s) who continues to operate and conduct the business of a bingo parlor after temporary suspension pursuant to RCMC 4.28.080, or suspension pursuant to RCMC 4.10.135, is guilty of a misdemeanor. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 2, 1996; SCC 0992 § 7, 1995; SCC 0759 § 2, 1989; SCC 661 § 1, 1986].

4.28.100 Receipt of profit by a person and penalty for violation of this chapter.

A. It is a misdemeanor under Section 326.5, Subdivision (b), of the Penal Code of the state of California for any person to receive or pay a profit, wage or salary from any bingo game authorized under this chapter. Payment received by a parlor licensee for rent or lease of a parlor facility or other costs of the parlor related to bingo from a bingo licensee licensed pursuant to Chapters 4.10 and 4.26 RCMC shall not be deemed a violation of this section. A violation of this prohibition is punishable by a fine not to exceed \$10,000, which fine shall be deposited in the general fund of the city of Rancho Cordova.

B. A violation of any of the provisions of this chapter, Rancho Cordova administrative regulations adopted pursuant to this chapter, Section 326.5 of the California Penal Code, or any other applicable state of California, city of Rancho Cordova, federal law, or administrative rule or regulation, as they may be amended from time to time, shall be grounds for the chief of police to suspend, revoke, or deny the renewal of a special business license to conduct a bingo parlor issued pursuant to the provisions of this chapter. [Ord. 38-2007 § 1 (Exh. 1(A)); Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1155 § 4, 1999; SCC 1061 § 2, 1996; SCC 0992 § 7, 1995].

Bingo Games and Bingo Parlors Discussion and Direction

Darcy Goulart, Principal Planner
Kate Cook, Deputy City Attorney

February 5, 2018

MEETING GOALS

- Obtain direction from City Council on:
 - Whether to continue prohibiting bingo parlors as a primary use. If so, staff would suggest a repeal of Chapter 4.28 Bingo Parlors., or
 - Permit bingo parlors as a primary use and direct staff to provide the appropriate amendments to the code; and also
 - Review and amend Chapter 4.26 Bingo Games to ensure consistency with State law, and
 - Amend Zoning Code/Title 23 as appropriate to address bingo games and bingo parlors as a primary use and identify where they are permitted.

BINGO GAMING

- Bingo gaming – heavily regulated by the State
- Cities may enact ordinances to allow bingo game operations
- Conducted by nonprofits - mobile home park associations, senior citizen organizations or charitable group
- Bingo proceeds may only be used for charitable proceeds
- Maximum prize payout is \$500 per game
- Salaries and wages cannot be paid with bingo game proceeds
- Games must be operated by members of the organization authorized to operate a game

WHAT IS CURRENTLY PROHIBITED?

- Within the CORC:
 - Bingo gaming and Bingo Parlors as a primary use – based upon a November 2014 Planning Director determination that said:

Currently the land use of Bingo Parlor is not specifically listed in the zoning code and therefore not allowed as a primary use within any zoning area. However, Bingo can be allowed as an ancillary or incidental use given that the primary use of the location is licensed and permitted.

If used as an ancillary or incidental use, all necessary permits and licenses must still be obtained from the City of Rancho Cordova and the Rancho Cordova Police Department. The licensee must also follow all requirements and standards under the Building Code as well as the RCMC.

WHAT IS CURRENTLY ALLOWED?

- Within the CORC, a qualified organization can:
 - Obtain a Special Business License to operate bingo games as an incidental use to a permitted primary use (mobile home park, senior center, church, etc.)
 - City has four active Special Business Licenses for qualified organizations.
 - Maximum payout is \$250/game.
 - Bingo session – shall not exceed 6 hours in duration

BINGO PARLORS – PRIMARY USE

- To operate a bingo parlor, an organization must:
 - Abide by all regulations outlined in 4.26 Bingo Games
 - ❖ obtaining a license, records retention, compliance and inspections, security measures, hours of operation, limit on prize proceeds, minimum age limit to play, etc.
 - Have a valid, unrevoked and unexpired Special Business License
 - ❖ requires an application and background investigation
 - ❖ can be approved, conditionally approved or denied based upon a review and written finding by the Chief of Police
 - ❖ annual renewal – new background investigation conducted

POINTS TO CONSIDER

- The City may not require that charitable proceeds from bingo games only go to Rancho Cordova charities.
- California law specifically states that the “organization conducting the game shall determine the disbursement of the net receipts of the game.”
- The California Constitution and a court decision prevent a local jurisdiction from charging a non-profit organization, including those operating bingo games, any local business tax or fee measured by income or gross receipts.
- The City may charge a \$50 application fee for a bingo operation, and it may impose additional fees to cover *actual* law enforcement and public safety costs incurred by the City related to the bingo activities.

LAND USE REGULATIONS

- The Council could:
 - Limit the use to a specific zone or zones.
 - Limit the number of bingo parlors allowed within the City.
 - Require a distance separation between parlors.
 - Have a buffer from sensitive uses – schools, parks or other locations deemed appropriate by the Council.
 - Impose additional measures to ensure the security and safety of operators and patrons of the bingo parlor.

SUMMARY

Direction	Yes	No
Continue prohibiting bingo parlors as a primary use and repeal Chapter 4.28?	Yes	No
Permit bingo parlors as a primary use and provide necessary amendments to the code?	Yes	No
Review and amend Chapter 4.26 to ensure consistency with State law?	Yes	No
Amend Title 23 as appropriate to address bingo games and bingo parlors?	Yes	No

THANK YOU

QUESTIONS & DISCUSSION

MEMORANDUM

DATE: February 5, 2018

TO: Honorable Mayor and Council Members

FROM: Adam U. Lindgren, City Attorney

SUBJECT: Presentation by City Attorney Summarizing Relevant New Legislation



RECOMMENDATION

Receive and consider presentation summarizing relevant legislation that was recently enacted by the California Legislature.

RESULT OF RECOMMENDED ACTION

The Council is kept informed and updated on important legislative updates impacting Rancho Cordova.

BACKGROUND

The California Legislature recently enacted many new laws that may impact Rancho Cordova in various ways. This brief presentation summarizes key legislative updates necessary to ensure the City's continued compliance with California law and keep Council and staff abreast of these changes.

DISCUSSION

Recent legislative changes include new laws in the areas of ethics, housing, police enforcement, employment relations, finance, public works, community and economic development, and other laws affecting various City departments, its governance and operations.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

Memorandum by City Attorney Adam U. Lindgren summarizing important legislative changes for 2018.



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 Attorney at Law
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MEMORANDUM

DATE: February 5, 2018
TO: Honorable Mayor and Council Members
FROM: Adam U. Lindgren, City Attorney
RE: **New Legislation**

The 2017 Legislative Session resulted in many new laws, a number of which impose specific, time-sensitive requirements on the City. The full text of each bill can be accessed at <http://leginfo.legislature.ca.gov/>.

The following legislative update is organized by City department. We urge each department to use this update for reference and to aid your department in taking steps to comply with all new state mandates. Please contact our office if you have any questions about the meaning or interpretation of these laws.

I. City Clerk

A. Elections

1. Local Initiatives – Ballot Printing Specifications

Existing law requires local initiative measures placed on the ballot by a petition signed by the voters to include a clear and specific synopsis. AB 195 extends this requirement to all local ballot measures, including those placed on the ballot by the local governing body. If it intends to impose or effect the rate of a tax, it shall include in the statement the amount of money to be raised annually and the rate and duration of the tax to be levied.

In addition to the changes made by AB 195, AB 1194 now requires the fiscal statement, that is required to be included in the sample ballot for local bond measures, to include the best estimate from official sources of the average annual tax rate required to be levied to fund the bond issue over the entire duration of the bond debt service. This measure also requires the estimate to identify the final fiscal year in which the tax is anticipated to be collected.

2. Primary Election Date

Existing law requires that the statewide direct primary and presidential primary be held in June in each even-numbered year. Senate Bill (“SB”) 568, beginning in 2019, changes the date of the statewide direct primary and the presidential primary to the first Tuesday after the first Monday in

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March of even-numbered years and would continue the requirement that those elections be consolidated.

B. Fair Political Practices Commission

1. Political Reform Act – Local Ballot Measure Contribution and Expenditure Reporting Requirement

AB 187 requires all contributions of \$5,000 or more made by a committee in support or opposition of a local initiative or referendum ballot measure to be disclosed in a campaign report.

2. Political Reform Act – Post Employment Restrictions

Existing law prohibits former local government officials from appearing before or communicating with their former agency for compensation within time periods. AB 551 extends this law to clarify and make certain that this restriction also applies to former officials who are independent contractors.

C. Agendas

Although AB 2257 was passed in the 2016 Legislative session, it is worth repeating its requirements here. This Bill requires that **by January 1, 2019, all agendas must be posted on the City's website through a prominent and direct link from the homepage**. Additionally, agendas must be in a form that is downloaded, indexable, and electronically searchable by commonly used Internet search applications.

II. Employee and Labor Relations/Human Resources

A. Employment History

1. Salary History

AB 450 prohibits cities from relying on an applicant's salary history as a factor in determining whether to offer employment to an applicant, or what salary to offer. This measure also prohibits the employer from seeking undisclosed salary information of an applicant and requires employers to provide a pay scale for a position of employment, upon request.

2. Conviction History

AB 1008 prohibits cities from inquiring or considering an applicant's conviction history prior to a conditional offer of employment. This measure additionally sets requirements regarding the consideration of conviction histories in employment decisions.

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III. Building/Planning

A. Permitting

1. Energy Storage Installation Permit Applications

AB 546 requires cities to accept electronic submission of permit applications for advanced energy storage installations and to make documentation for such permitting available on their websites.

Cities with less than 200,000 residents must comply by January 31, 2019.

2. Solar Energy Permit Fees

AB 1414 lowers the amount a city may charge on permit fees for solar energy systems. The maximum fee a city may charge is as follows:

- (a) For residential photovoltaic (PV) systems: Fee shall not exceed \$450, plus \$15 per kilowatt (kW) for each kW above 15;
- (b) For residential thermal systems: Fee shall not exceed \$450, plus \$15 per kW for each kW above 10;
- (c) For commercial PV systems: Fee shall not exceed \$1,000, plus \$7 per kW for each kW between 51 and 250 and \$5 per kW for each kW above 250;
- (d) For commercial thermal systems: Fee shall not exceed \$1,000, plus \$7 per kW for each kW between 30 and 260 and \$5 per kW for each kW above 260.

The City may only charge permit fees in excess of this cap if it makes written findings in a resolution or ordinance that provide substantial evidence that the reasonable cost to issue the permit is higher than the cap.

3. Electrified Fence Permits

AB 549 requires cities that approve a building permit for the construction of an electrified security fence to notify the fire department and fire marshal by providing them with a copy of the approved permit.

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4. Pools or Spas

SB 442 requires when a building permit is issued, that the pool or spa be equipped with at least 2 of 7 specified drowning safety devices. The safety devices are, (i) a pool enclosure, (ii) removable mesh fencing with a gate that is self-closing, (iii) approved safety pool cover, (iv) exit alarms on the home's doors, (v) self-closing latches on the home's doors, (vi) a pool alarm, and (vii) other means equal to the listed options.

B. Baby Diaper Changing Stations

New construction or renovation of any public building owned by a city, which includes at least one restroom open to the public, AB 1127 requires cities to install and maintain baby diaper changing stations that are available to both men and women.

C. Design Professional Indemnifications

Existing law limits design professional indemnification duty to the percentage of fault they are liable for. SB 496 adds to existing law by limiting the design professionals' duty to pay defense costs to their percentage of fault. So, for example, if a design professional is 25% at fault, then it would be liable for 25% of damages and 25% of the defense costs owed to the indemnified party.

IV. Economic Development

A. Cannabis

SB 94 enacted statutory changes to create a single system of administration for state-licensing entities to implement a regulatory framework for the cannabis industry in California. It largely incorporated and consolidated regulations into one system for both adult use and medicinal use of cannabis.

SB 94 clarifies that cities retain full land use authority as to cannabis businesses-- they may prohibit such businesses entirely, allow only some, or allow them with locally developed regulations that fit local needs. SB 94 also establishes that local jurisdictions retain the authority to regulate cannabis businesses and to take enforcement action concerning fire and building codes, conduct inspections, and implement audits.

SB 94 also requires cities to provide the state a copy of any ordinance or regulation related to commercial cannabis activity and a contact to serve as a liaison between the state licensing entities and the city. The state is now required to notify a local jurisdiction when it receives an application for commercial cannabis activity in that jurisdiction.

B. Gambling

SB 654 authorizes a city to amend its local ordinance to increase the operating hours of a gambling establishment to up to 24 hours a day, seven days a week.

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C. Local Business License Fee

Existing law requires that any applicant for a local business license to pay an additional fee of \$1 for that license to cities. AB 1379 increases the amount from \$1 to \$4 until December 31, 2023. The fee would revert back to \$1 on and after January 1, 2024.

Additionally, existing law requires that cities retain 70% of the fees collected under the above-described provision, to be used to, among other things, fund increased Certified Access Specialist program services in that jurisdiction for the public, thereby making an appropriation. Existing law requires that the remaining 30% of the fees be transmitted on a quarterly basis to the Division of the State Architect for deposit in the Disability Access and Education Revolving Fund, a continuously appropriated fund. This bill, on and after January 1, 2018, and until December 31, 2023, inclusive, would require the city to instead retain 90% of the fees collected. The bill would revert the amount retained back to 70% on and after January 1, 2024. The bill requires the moneys retained by the city to instead be deposited in a special fund, established by the city, to be known as the “CASp Certification and Training Fund,” and used for increased CASp training and certification within that local jurisdiction, thereby making an appropriation by expanding the purposes for which the retained fee money are required to be spent.

V. Revenue and Taxation

A. Business Licenses for Transportation Network Company Drivers

SB 182 prohibits local agencies from requiring drivers for ride-share transportation network companies (e.g., Uber, Lyft) to obtain a business license to operate unless the driver is domiciled in the jurisdiction and operated for more than 30 days in the previous fiscal year.

B. Business Licenses for Taxicab Transportation Services

AB 1069 prohibits cities or counties from issuing permits or subjecting taxicab companies or drivers to a business license if the taxis are not “substantially located” within their jurisdiction. The taxi is “substantially located” within the jurisdiction if the primary business address of the taxi company or driver are located there, or where the largest share of total trips within the county, by that driver or company, originate in that jurisdiction.

C. Open Meeting Requirements for Public Bonds

Existing law authorizes the governing body of a city to authorize the issuance of bonds pursuant to a resolution, indenture, agreement, or other instrument providing for the issuance of bonds. This bill, prior to authorization of the issuance of bonds for a term greater than 13 months, would require the city council to obtain and disclose the true interest cost of the bond, finance charge, and other financial information regarding the bonds in a meeting open to the public. The bill would require the information to be obtained as a good faith estimate from an underwriter, financial advisor, or private lender or from a third party borrower, as specified if the public body issuing bonds is a conduit financing provided, as defined.

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VI. Public Works and Utilities

A. Undergrounding Overhead Electric and Communication Facilities

AB 1145 requires cities to reimburse cable television facilities and operators for costs of undergrounding of city-owned overhead electric or communications facilities when the city initiates the conversion.

B. Fees and Charges for Storm Water Exempted under Prop. 218

Existing law provides that sewer and water services are exempted from Proposition 218's requirement for voter approval for fee increases. SB 231 makes clear that "storm water" fee increases are included within the definition of "sewer" services for purposes of this exemption.

VII. Police

A. Sharing Immigration Data with Federal Government

Existing law mandates that local agencies must notify the federal government when there is reason to believe an arrestee for violation of controlled substance may not be a citizen. SB 54 repeals this mandate and prohibits local law enforcement from using resources to investigate persons for immigration enforcement purposes. It requires law enforcement agencies participating in any joint task force to submit a report annually pertaining to the task force operations, which includes information regarding transfers of persons to immigration authorities.

VIII. Finance

A. GAAP Accounting

SB 742 requires a city treasurer, if the city has issued bonds, to use a system of accounting and auditing, if it does not already, that adheres to generally accepted accounting principles (GAAP).

IX. Housing

In response to the ongoing housing supply and affordability challenges, several housing bills were enacted in 2017. These are the most noteworthy.

A. SB 35

In jurisdictions where housing is not developed for all income levels at sufficient volume to match state-generated regional housing need allocations, this bill requires multifamily developments, consistent with existing local planning requirements that meet specific conditions, to be approved in a "ministerial" fashion.

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B. AB 72

Requires the Department of Housing and Community Development (HCD) to review any action or inaction by a city that it determines is inconsistent with an adopted housing element in the general plan, and to issue written findings as to whether the action or inaction substantially complies with the housing element. If HCD determines the city did not substantially comply, it must notify the Attorney General that the city is in violation of state planning law.

C. AB 1397

Existing law requires each city's housing element under its general plan to contain an inventory of land suitable for residential development, including vacant sites and non-vacant sites that have potential for redevelopment. This bill restricts cities from counting on the inventory any non-vacant sites that do not have a "realistic and demonstrated" potential for redevelopment. In order to be "realistic and demonstrated," the potential for redevelopment must exist during the planning period to meet the locality's housing need for a designated income level.

D. SB 167

The Housing Accountability Act (HAA) restricts cities' ability to deny, reduce, or make infeasible housing development projects and places the burden of proof on the city to justify these actions. SB 167 makes numerous changes to the HAA that include requiring findings to be based on a "preponderance of the evidence" and imposing \$10,000 fines on cities that fail to comply with a judge's order. It also requires cities to notify an applicant if the city considers a proposed housing development project to be inconsistent with an applicable plan, program, policy, or ordinance. That notice must be given with 30 or 60 days, depending on the size of the housing development project.

E. SB 166

Cities must ensure that its housing element inventory can accommodate its "unmet" share of the Regional Housing Need Allocation (RHNA) throughout the planning period. If a city allows development with either lower density or fewer units by income category than identified in housing element, the city must make written findings supported by substantial evidence as to whether or not remaining sites identified can accommodate city's share of RHNA. If remaining sites cannot accommodate, the city must, within 180 days, "identify and make available" additional adequate sites to accommodate its share of the RHNA by income level.

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