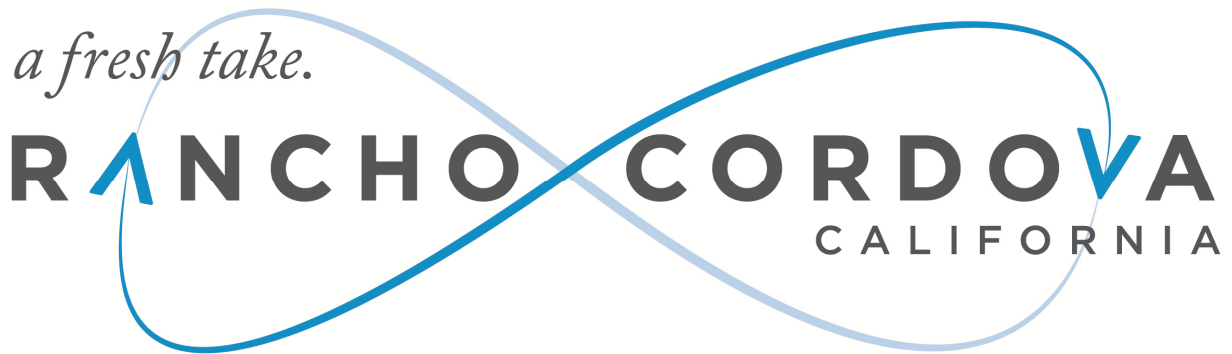


CITY OF RANCHO CORDOVA



CONCURRENT MEETING CITY COUNCIL/SUCCESSOR AGENCY TO THE CRA

Monday, June 18, 2018

5:00 PM – Special Meeting/Closed Session

5:30 PM – Regular Meeting

AMENDED AGENDA

Linda Budge, Mayor

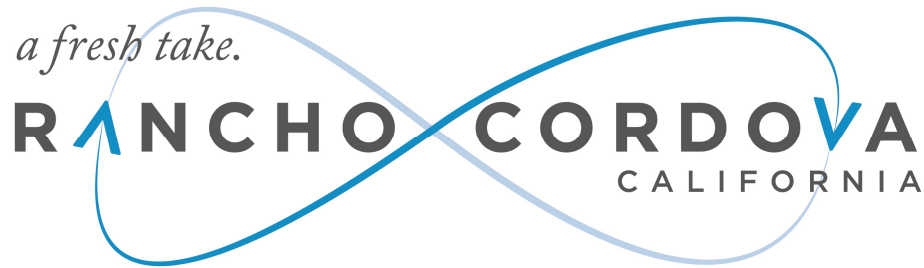
Robert J. McGarvey, Vice Mayor

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)

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, June 18, 2018

5:00 PM – Special Meeting/Closed Session
Community Board Room

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

AMENDED AGENDA

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

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

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:** Appoint Agency Real Property Negotiators Pursuant to Government Code Section 54956.8: Agency Negotiators: Cyrus Abhar, City Manager, Adam Lindgren, City Attorney, Kim Juran, Finance Director, and Elizabeth Sparkman, Community Development Director. Negotiating Party: Successor Agency to the Former Community Development Agency. Property: Assessor's Parcel Number: 057-0223-017 at 10545 Folsom Boulevard.

4. ADJOURNMENT

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

5. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

6. CLOSED SESSION

Council will meet in Closed Session to discuss the following items:

- 6.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8: City Negotiators: Cyrus Abhar, City Manager, Adam Lindgren, City Attorney, Kim Juran, Finance Director, Elizabeth Sparkman, Community Development Director. Negotiating Party: Successor Agency to the Former Community Development Agency. Property: Assessor's Parcel Number:057-0223-017 at 10545 Folsom Boulevard. Under Negotiation: Price and Terms of Payment.
- 6.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8: City Negotiators: Cyrus Abhar, City Manager, Adam Lindgren, City Attorney, Kim Juran, Finance Director, Elizabeth Sparkman, Community Development Director. Negotiating Party: The Lily Company. Property: Assessor's Parcel Numbers:076-0020-019, 076-0020-020, 076-0020-021, 076-0020-022 at 10153-10179 Folsom Boulevard. Under Negotiation: Price and Terms of Payment.

7. ADJOURNMENT

Mayor Budge will adjourn the Closed Session to the Regular Meeting in the David B. Roberts Council Chambers.

8. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

9. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

10. PLEDGE OF ALLEGIANCE

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

11. INVOCATION

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

12. OPEN SESSION - REPORT FROM CLOSED SESSION

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

13. PRESENTATIONS

- 13.1 2018 Infrastructure Update by Albert Stricker, Public Works Director.

14. 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.

15. COUNCIL REPORTS

16. CITY MANAGER'S REPORT

17. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 17.1 **Subject:** Meeting Minutes from the June 4, 2018 Regular City Council Meeting.
Recommendation: Adopt Minutes.
- 17.2 **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 84-2018 in the amount Not to Exceed \$239,303 with Alta Planning & Design for the City of Rancho Cordova Citywide Safe Routes to School Master Plan.
Recommendation: Adopt Resolution No. 76-2018.
Result of Recommended Action: Adoption of Resolution No. 76-2018 will authorize the City Manager to execute Contract No. 84-2018 with Alta Planning & Design in an amount not to exceed \$239,303 for the Citywide Safe Routes to School Master Plan.
Staff Report: Albert Stricker, Public Works Director and Zach Bosch, Associate Civil Engineer.
Advances Goals: 1, 2, and 5.
- 17.3 **Subject:** A Resolution Authorizing The City Manager To Execute Contract Change Order No. 2 With Saboo Inc. to Increase the Contract Amount From \$541,072.34 to an Amount not to Exceed \$581,073.34 for the Mather Mills Station Renovation.
Recommendation: Adopt Resolution No. 78-2018.
Result of Recommended Action: Adoption of this Resolution will authorize the City Manager to execute Contract Change Order No. 2 with Saboo Inc. to increase the contract amount from \$541,072.34 to \$581,073.34 for additional construction services to the historic Mills Station Building.
Staff Report: Albert Stricker, Public Works Director and Todd Humphrey, Facilities Manager.
Advances Goals: 1, 2, and 5.

- 17.4 **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 78-2018 with St. Francis Electric, LLC in an Amount Not to Exceed \$593,670 for On-Call Street Light and Electrical Maintenance and Repair Services.
Recommendation: Adopt Resolution No. 63-2018.
Adoption of Resolution No. 63-2018 will authorize the City Manager to execute Contract No. 78-2018 with St. Francis Electric, LLC in an amount not to exceed \$593,670 for On-Call Street Light and Electrical Maintenance and Repair Services.
Staff Report: Albert Stricker, Public Works Director and Steve Harriman, Operations and Maintenance Manager.
Advances Goals: 1, 2, and 5.
- 17.5 **Subject:** Third Amendment to Development Agreement Relative to Douglas 98 and Second Amendment to Development Agreement Relative to Grantline 208.
Recommendation: Waive the second reading and adopt Ordinance Nos. 13-2018 and 14-2018.
Result of Recommended Action: Adoption of Ordinance No. 13-2018 would approve a Third Amendment to the Development Agreement Relative to the Douglas 98 project and adoption of Ordinance No. 14-2018 would approve a Second Amendment to the Development Agreement relative to the Grantline 208 project to correctly reference the property boundary to which the respective Development Agreements apply.
Staff Report: Elizabeth Sparkman, Community Development Director.
Advances Goals: 6.
- 17.6 **Subject:** A Resolution Designating Voting Delegate and Alternates for the 2018 League of California Cities Annual Conference to be Held September 12-14, 2018 in Long Beach, California.
Recommendation: Adopt Resolution No. 81-2018.
Result of Recommended Action: Adopt Resolution No. 81-2018, designating Council Member David Sander as Voting Delegate and Vice Mayor McGarvey and Council Member Donald Terry as Voting Alternates for the 2018 Annual League of California Cities Conference Business Meeting.
Staff Report: Stacy Leitner, City Clerk.
Advances Goals: 1.

18. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

NONE.

19. PUBLIC HEARING ITEMS

- 19.1 **Subject:** Introduction and First Reading of Ordinance 15-2018, an Ordinance Amending Sections of the Rancho Cordova Municipal Code Related to Business Regulation; Bingo Games and Bingo Parlors; Health and Sanitation; Abandoned Vehicles; Zoning Code; and the Folsom Boulevard Specific Plan.
Recommendation: Introduce and waive first reading of Ordinance 15-2018.
Result of Recommended Action: The Ordinance would come back for a second reading and adoption at the next regular City Council meeting. Approval of Ordinance 15-2018 would amend Title 4 (Business Regulation), Chapter 4.26 Bingo Games and Chapter 4.28 Bingo Parlors; Title 6 (Health and Sanitation), Chapter 6.56 Abandoned Vehicles; Title 23 (Zoning Code), Article 1 Administration, Article 3 Zoning District, Allowable Uses, and General Development Standards, Article 9 Site Planning and

Development Standards, and Article 11 Definitions of the Rancho Cordova Municipal Code; and the Folsom Boulevard Specific Plan, Chapter 2 Land Use Plan and Allowed Uses.

Staff Report: Darcy Goulart, Planning Manager.

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

- 19.2 **Subject:** Discussion of Resolution 70-2018 for a Master License Agreement Template for Small Cell Attachments on City Owned Public Poles and introduction and First Reading of Ordinance 11-2018, an Ordinance Amending Title 23 (Zoning Code) of the Rancho Cordova Municipal Code regarding Chapter 23.907 Utility, Transportation, and Communication Uses.

Recommendation: Approve Resolution 70-2018 providing authorization to implement a Master License Agreement Template for small cell attachment installation and Introduce and waive first reading of Ordinance 11-2018.

Result of Recommended Action: Approval of Resolution 70-2018 would allow Staff to implement a Master License Agreement with telecommunication providers to allow small cell attachments on city owned public poles within the public right-of-way. Approval of Ordinance 11-2018 would amend Title 23 (Zoning Code) of the Rancho Cordova Municipal Code regarding Chapter 23.907 Utility, Transportation, and Communication Uses. Specifically, the amendment would provide new minimum requirements and design standards, consistent with the standards of the discussed Agreement, for the attachment of small cell equipment to private poles within the public right-of-way. The Ordinance would come back for a second reading and adoption at the next regular City Council Meeting.

Staff Report: Albert Stricker, Public Works Director, Tameem Samimi, Assistant Civil Engineer, and Nicholas Sosa, Assistant Planner.

Advances Goals: 1, 5, and 6.

20. REGULAR CALENDAR ITEMS

- 20.1 **Subject:** A Resolution Authorizing the Acquisition of Property and Authorizing Execution of a Purchase and Sale Agreement and a Certificate of Acceptance and Recordation of a Grant Deed for 10153-10179 Folsom Blvd in the Amount of \$2,680,000.

Recommendation: Adopt Resolution 77-2018.

Result of Recommended Action: Adoption of this Resolution will allow the City Manager to proceed with the execution of documents necessary to purchase and take possession of the property located at 10153-10179 Folsom Blvd for the amount of \$2,680,000.

Staff Report: Cyrus Abhar, City Manager and Stefan Heisler, Management Analyst.

Advances Goals: 3 and 5.

- 20.2 **Subject:** A Resolution Authorizing the City Manager to Execute an Agreement for the Purchase of Real Property Located at 10545 Folsom Blvd.

Recommendation: Adopt Resolution 80-2018 Approving a Purchase and Sale Agreement for the Acquisition of Real Property Located at 10545 Folsom Blvd. and Authorizing Execution of a Certificate of Acceptance and Recordation of a Grant Deed.

Result of Recommended Action: Adoption of Resolution 80-2018 will enable the City Manager to execute a purchase and sale agreement for the property located at 10545 Folsom Blvd. (APN No. 057-0223-0019) and allow the City to purchase the property from the Successor Agency to the Former Community Redevelopment Agency of the City of Rancho Cordova (Successor Agency).

Staff Report: Kim Juran-Karageorgiou, Administrative Services Director.

Advances Goals: 3 and 5.

****COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE CRA****

20.3 **Subject:** A Resolution Authorizing the Execution of an Agreement for the Sale of Real Property Located at 10545 Folsom Blvd.

Recommendation: Adopt Resolution SA-01-2018 approving a purchase and sale agreement for the sale of real property located at 10545 Folsom Blvd. to the City of Rancho Cordova.

Result of Recommended Action: Adoption of Resolution SA-01-2018 will enable the Successor Agency to sell the property located at 10545 Folsom Blvd. (APN No. 057-0223-0019).

Staff Report: Kim Juran-Karageorgiou, Administrative Services Director.

Advances Goals: 3 and 5.

21. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

22. ADJOURNMENT

ADDITIONAL INFORMATION

SPECIAL MEETINGS LISTED BELOW ARE SUBJECT TO CHANGE/CANCELLATION WITHOUT FURTHER NOTICE.

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, 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
Monday, August 6	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, August 14	5:30 PM Special Meeting/Work Session
Tuesday, 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

UPCOMING MEETINGS	
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 meeting 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 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.

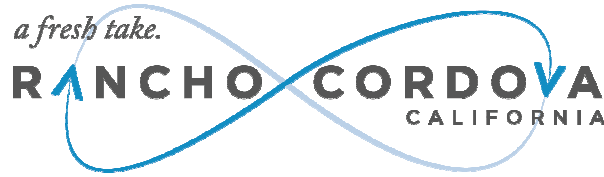
CERTIFICATION OF POSTING OF AGENDA

I, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, June 18, 2018 Regular Meeting of the Rancho Cordova City Council was posted and available for review on June 15, 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.cityofranchocordova.org.

Signed June 15, 2018 at Rancho Cordova, California.



Stacy Leitner, City Clerk



CITY COUNCIL MEETING

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

Monday, June 04, 2018

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

Special Meeting/Closed Session to Follow the Regular Meeting

MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Budge called the regular meeting to order in the David B. Roberts Council Chamber at 5:39 PM.

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

Council Members Absent: Sander.

Staff Members Present: Abhar, Bosch, Chan, Delaney, Juran, Kniestedt, Leitner, Leonardich, Lindgren, Schelldorf, Sparkman, Stricker, Weber.

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

3. PLEDGE OF ALLEGIANCE

Lieutenant Jeff Schelldorf, Rancho Cordova Police Department, led the pledge.

4. INVOCATION

Brian Cutting gave the invocation.

5. PRESENTATIONS

- 5.1 Proclamation Presented to Sunrise Elementary School and Robert J. McGarvey Elementary School in Recognition of their Active Transportation Programs.

6. PUBLIC COMMENT

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

1. Stephanie Tadlock

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 9.2 through 9.7 by Terry second by McGarvey; Motion passed with a 4-0 vote.

- 9.1 **Subject:** Meeting Minutes from May 7, 2018, May 15, 2018 and May 21, 2018 Regular and Special City Council Meetings.

Item 9.1 was pulled by the City Clerk due to a correction needed in the May 21, 2018 meeting minutes.

Council Member Gatewood recused himself from item 9.1 at 6:19 PM due to a business conflict of interest.

ACTION: Motion to approve item 9.1 with a correction to item 3.1 of the May 21, 2018 meeting minutes approving a total community pool investment of \$3,400,000 by Terry second by McGarvey; Motion passed with a 4-0 vote.

Council Member Gatewood returned at 6:20 PM.

- 9.2 **Subject:** Amend Titles 20 and 23 of the Rancho Cordova Municipal Code to Reflect the New Effective Date of the Sacramento County Federal Emergency Management Agency Flood Insurance Rate Map.

Recommendation: Waive the second reading and adopt Ordinance No. 9-2018.

Result of Recommended Action: Adoption of Ordinance No. 9-2018 amends Section 20.04.060 (I) and Section 23.325.040 (F)(1) of the Rancho Cordova Municipal Code.

Staff Report: Albert Stricker, Public Works Director and Allen Quynn, Associate Civil Engineer.

Advances Goals: 2 and 6.

- 9.3 **Subject:** Montelena Development: Adoption of Ordinance 12-2018 to Incorporate the Large Lot Tentative Map Phasing Plan into the Development Agreement.

Recommendation: Waive the second reading and adopt Ordinance 12-2018.

Result of Recommended Action: Adoption of Ordinance 12-2018 incorporates the

large lot tentative map phasing plan into the development agreement.

Staff Report: Albert Stricker, Public Works Director.

Advances Goals: 1, 2, and 5.

- 9.4 **Subject:** A Resolution Determining the Special Tax Levy and Authorizing the Levy of Special Taxes for Police Protection Services within the Rancho Cordova Special Police Tax Areas for Fiscal Year 2018-19.

Recommendation: Adopt Resolution 72-2018.

Result of Recommended Action: This action is part of the annual process to levy and collect special taxes in the Rancho Cordova Special Police Tax Area (the "District"). The action authorizes and directs the Administrative Services Director to determine, or cause to be determined, the District's Fiscal Year 2018-19 Maximum Special Tax Rates, to establish the Special Taxes to be levied against developed parcels within the District and to cause such charges to be applied to the annual Property Tax Roll.

Staff Report: Michelle Mingay, Sr. Finance Analyst.

Advances Goals: 5.

- 9.5 **Subject:** An Ordinance Amending Title 23 (Zoning Code) of the Rancho Cordova Municipal Code Regarding Chapter 23.901 Residential Uses.

Recommendation: Waive the second reading and adopt Ordinance 10-2018.

Result of Recommended Action: Approval of Ordinance 10-2018 would amend Title 23 (Zoning Code) of the Ranch Cordova Municipal Code regarding Chapter 23.901 Residential Uses. Specifically, the amendment would delete the 300 foot separation requirement between a large family daycare and a small family daycare.

Staff Report: Darcy Goulart, Planning Manager.

Advances Goals: 1 and 2.

- 9.6 **Subject:** Resolution calling the November 6, 2018 General Municipal Election for two City Council seats.

Recommendation: Adopt Resolution No. 73-2018, calling the November 6, 2018, General Municipal Election and requesting that the Sacramento County Board of Supervisors consolidate the General Municipal Election with the statewide election.

Result of Recommended Action: Adoption of the Resolution allows for the consolidation of the City's general municipal election with the statewide election to be held on November 6, 2018 and to obtain election services from the Sacramento County Voter Registration and Elections Department. The Resolution also adopts the Candidate Statement policy described in the County of Sacramento's Candidates Guide. Exhibits A & B provide the current City map and information on file with the Sacramento Registrar of Voters (ROV). At the general municipal election, two members of the City Council will be elected for full, four-year terms. The Council Member seats currently filled by Linda Budge and Garrett Gatewood expire in December 2018.

Staff Report: Stacy Leitner, City Clerk.

Advances Goals: 1 and 3.

- 9.7 **Subject:** Treasurer's Report – March 31, 2018.

Recommendation: This report is informational only. It is recommended that the City Council receive and file the March 31, 2018 Treasurer's Report.

Result of Recommended Action: The Treasurer's Report is required to be submitted to the City Council at least quarterly in accordance with California Government Code Section 53600 et. seq. The purpose of the treasurer's report is to update the City Council and the public on the status of the City's cash balances and investments, and highlight material changes from one period to another. The scope of this report covers the first quarter of this calendar year, ending March 31, 2018, and is in compliance with

the State's reporting requirements.

Staff Report: Kim Juran-Karageorgiou, Administrative Services Director.

Advances Goals: 4.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

Mayor Budge opened the public hearing. Seeing no speakers Mayor Budge closed the public hearing.

ACTION: Motion to approve by Terry second by McGarvey; Motion passed with a 4-0 vote.

- 10.1 **Subject:** Resolutions Approving Proceedings for the Annual Levy and Collection of Assessments for Rancho Cordova Road Maintenance Assessment District for Fiscal Year 2018-2019.

Recommendation: Adopt Resolution No. 57-2018 Initiating Proceedings for the Annual Levy and Collection of Assessments, Declaring its Intention to Levy the Annual Assessments and Preliminarily Approving the Engineer's Report for the Rancho Cordova Road Maintenance Assessment District for Fiscal Year 2018-2019; and Adopt Resolution No. 58-2018 Amending and/or Approving the Annual Engineer's Report and Ordering the Levy and Collection of Assessments within the Rancho Cordova Road Maintenance Assessment District for Fiscal Year 2018-2019.

Result of Recommended Action: Adoption of Resolutions 57-2018 and 58-2018 will authorize the continuance of the annual levy and collection of assessments in the District. The assessments provide funding for street light and road maintenance and only apply to specific newly developed areas that are part of the District as identified in the Engineer's Report.

Staff Report: Elizabeth Sparkman, Interim Community Development Director and Jeanette Cervantes, Management Technician.

Advances Goals: 5.

- 10.2 **Subject:** Third Amendment to Development Agreement Relative to Douglas 98 and Second Amendment to Development Agreement with Grantline 208.

Recommendation: Introduce and waive the first reading of Ordinance Nos. 13-2018 and 14-2018.

Result of Recommended Action: Adoption of Ordinance No. 13-2018 would approve a third amendment to the Development Agreement relative to the Douglas 98 project and adoption of Ordinance No. 14-2018 would approve a second amendment to the Development Agreement relative to the Grantline 208 project to correctly reference the property boundary to which the respective Development Agreements apply.

Staff Report: Elizabeth Sparkman, Interim Community Development Director.

Advances Goals: 6.

11. PUBLIC HEARING ITEMS

NONE.

12. REGULAR CALENDAR ITEMS

Mayor Budge opened the public comment period. The following people spoke:

- Meada Cashett

Mayor Budge closed the public comment period.

ACTION: Motion to approve revised wording for the Youth Sports Growth and Start-up Fund to include the language “including but not limited to the purchase of new equipment, purchase of new uniforms, fees, and other required costs” by Gatewood second by Terry; Motion passed with a 4-0 vote.

ACTION: Motion to approve item 12.1 with the revised language by Terry second by Gatewood; Motion passed with a 4:0 vote.

12.1 **Subject:** A Resolution approving Fiscal Year 2018/2019 Budget Amounts for Community Grants, and Department Projects and Programs to be Funded from the Community Enhancement Fund, the Revenues from the Voter-Approved ½ cent Sales Tax.

Recommendation: Adopt Resolution No. 75-2018.

Result of Recommended Action: Approval of Resolution No. 75-2018 will establish budget amounts for the fiscal year 2018/2019 community grant projects and programs, and department-led projects and programs for the Community Enhancement Fund; it will also establish next steps regarding project implementation.

Stacy Delaney, Community Enhancement Analyst II.

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

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None.

14. ADJOURNMENT

Mayor Budge adjourned the meeting to closed session in the Community Board Room at 6:34 PM.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Budge called the Closed Session Meeting to order in the Community Board Room at 6:39 PM.

16. PUBLIC COMMENT

Mayor Budge opened the public comment period. Seeing no speakers Mayor Budge closed the public comment period.

17. CLOSED SESSION

17.1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2). Potential number of cases: Two (2).

18. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren reported that Council Members received information from legal counsel and took no reportable action.

19. ADJOURNMENT

Mayor Budge adjourned the meeting at 7:19 PM.

Stacy Leitner, City Clerk

MEMORANDUM



DATE: June 18, 2018

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director and Zach Bosch, Associate Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 84-2018 IN AN AMOUNT NOT TO EXCEED \$239,303 WITH ALTA PLANNING & DESIGN FOR THE CITY OF RANCHO CORDOVA CITYWIDE SAFE ROUTES TO SCHOOL MASTER PLAN**

RECOMMENDATION

Adopt Resolution No. 76-2018.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution No. 76-2018 will authorize the City Manager to execute Contract No. 84-2018 with Alta Planning & Design in an amount not to exceed \$239,303 for the Citywide Safe Routes to School Master Plan.

BACKGROUND

The City has successfully secured an Active Transportation Program SB1 Augmentation Grant in the amount of \$245,000 to create a comprehensive plan for safe pedestrian and bicycling routes to schools in Rancho Cordova. The Master Plan will detail strategies to accomplish this goal through engineering improvements, education and encouragement programs, and evaluation of Safe Routes to School efforts, and enforcement, all with a focus on equity. The completed Master Plan will help to prioritize future safe routes to school projects and will be the basis for compelling design and construction grant applications. Staff received two proposals and ranked Alta Planning & Design as the most qualified design firm.

FISCAL IMPACT

The project will have no impact on the City's General Fund. Funding includes \$245,000 from the Sustainable Communities Grant leveraged with \$32,000 in Measure A funds. The grant will cover consultant and staff costs associated with the Safe Routes to Schools Master Plan.

ATTACHMENTS

1. Resolution No. 76-2018.
2. Contract No. 84-2018.
3. Exhibit A to contract, Scope of Work.
4. Exhibit B to contract, Project Budget.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 76-2018

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT NO. 84-2018 WITH ALTA PLANNING & DESIGN IN AN AMOUNT
NOT TO EXCEED \$239,303 FOR THE CITY OF RANCHO CORDOVA
CITYWIDE SAFE ROUTES TO SCHOOL MASTER PLAN**

WHEREAS, the City of Rancho Cordova desires to execute Contract No. 84-2018 with Alta Planning & Design for consulting services in an amount not to exceed \$239,303; and

WHEREAS, City successfully secured a 2017 Active Transportation Program SB1 Augmentation grant to fund the project; and

WHEREAS, the Consultant will prepare a Citywide Safe Routes to School Master Plan; and

WHEREAS, project funding includes \$245,000 through the 2017 Active Transportation Program SB1 Augmentation grant leveraged with \$32,000 in local funds; and

WHEREAS, the project will have no impact on the City's general fund; and

WHEREAS, the services will exceed the maximum amount the City Manager has authorization to approve; and

WHEREAS, the creation of a Safe Routes to Schools Master Plan is not a project subject to review under the California Environmental Quality Act (CEQA), as it does not have potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and it can be seen with certainty that the plan, by itself, will have a significant effect on the environment (CEQA Guidelines, § 15378 and § 15061(b)(3)) Any projects identified in the Master Plan will undergo necessary individual environmental review under CEQA guidelines.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 84-2018 with Alta Planning & Design in an amount not to exceed \$239,303 (**Attachment 2**) and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of June 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTACHMENT 1

Linda Budge, Mayor**ATTEST:**

Stacy Leitner, City Clerk

ATTACHMENT 2

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND ALTA PLANNING & DESIGN

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Alta Planning & Design, a ("Professional") as of June 19, 2018 for the City of Rancho Cordova Citywide Safe Routes to School Master Plan.

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 Work 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 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2019, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional 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.
- 1.2 **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.
- 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.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed \$239,303.00 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 proposal, attached as Exhibit B, regarding the amount of compensation, the 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 payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional

ATTACHMENT 2

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 N/A

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.

ATTACHMENT 2

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 FIFTEEN THOUSAND DOLLARS (\$15,000). 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.

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

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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

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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:

- 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.

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

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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

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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. Consultant 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.

- 4.5 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:

- § 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.

ATTACHMENT 2**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.
- 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

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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, 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

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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.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

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

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Professional.

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, Professional shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such 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.

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- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** 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.
- 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

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confidential and will not be released to third parties without prior written consent of both parties.

- 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 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.

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.
- 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.

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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. 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.*

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.*

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.

10.8 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 Zach Bosch ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Professional shall be sent to:

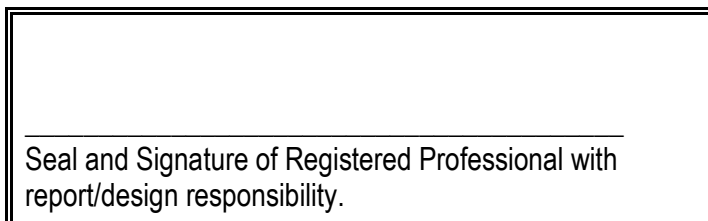
Alta Planning & Design
Brett Hondorp, AICP
131 L Street, Sacramento CA 95814
Email Address (for Insurance Update Requests)
bhondorp@altaplanning.com

Any written notice to City shall be sent to:

Zach Bosch
Public Works Department
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

ATTACHMENT 2

- 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, and the compensation schedule 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.

ATTACHMENT 2

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.

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

Brett Hondorp, AICP, President

Date: _____

Date: _____

Attest:

Stacy Leitner, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

ATTACHMENT 2**EXHIBIT A****SCOPE OF SERVICES**

See attached document.

ATTACHMENT 2**EXHIBIT B
COMPENSATION SCHEDULE**

See attached document.

ATTACHMENT 2

Form W-9 (Rev. September 2007) 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, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- ☐ Exempt payee ☐ Other (see instructions) ▶	
	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 Line 1 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
or
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,

ATTACHMENT 2

Form W-9 (Rev. 9-2007)

Page 2

- 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 recipient 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 28% 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.

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" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business 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" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

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

ATTACHMENT 2

Form W-9 (Rev. 9-2007)

Page 3

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.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

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

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, 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 www.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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

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 ⁴
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

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 second 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. 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.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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 personal 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.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

YEAR

Withholding Exemption Certificate

CALIFORNIA FORM

2010

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

590

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

Withholding agent's name

Vendor/Payee's name

Vendor/Payee's ☐ SSN or ITIN
☐ SOS file no. ☐ CA corp. no. ☐ FEIN

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 vendor/payee.

I certify that for the reasons checked below, the entity or individual 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 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, 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.

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

Vendor/Payee's signature ► _____ Date _____

For Privacy Notice, get form FTB 1131.

7061103

Form 590 c2 2009 (REV 03-10)

- 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 MSRRRA).

For assistance in determining whether the applicant meets the MSRRRA requirements, get FTB Pub. 1032, Tax Information for Military Personnel.

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

- The individual vendor/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-A, Payment Voucher for Foreign Partner or Member 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 Publications, Forms, and Additional Information

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

To have publications or forms mailed to you or 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

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

ATTACHMENT 3 EXHIBIT A to Contract 84-2018

CONSULTANT SERVICES FOR

CITYWIDE SAFE ROUTES TO SCHOOL MASTER PLAN

Scope of Work

Task 1. Project Initiation and Management

TASK 1.1 KICK-OFF MEETING

Alta and WALKS Sacramento will attend a project kick-off meeting with City staff and others to review the purpose of project, scope of work, and project goals. At this meeting, we will also review and finalize the project schedule, identify critical issues, and identify data needs.

Task 1.1 Deliverables:

- Kick-Off Meeting Agenda
- Kick-Off Meeting Minutes
- Revised Project Schedule

TASK 1.2 REVIEW EXISTING DOCUMENTS

Alta will review relevant background documents and current programming and educational efforts in the City of Rancho Cordova and participating schools to understand the existing conditions for walking and bicycling to and from school, and identify the universe of current walking and bicycling program and education options, successes, and opportunities for improvement and expansion. We anticipate that the review will include the following documents, data, and information:

- Rancho Cordova General Plan
- Rancho Cordova Municipal Code
- Rancho Cordova Pedestrian Master Plan
- Rancho Cordova Bikeway Master Plan
- Rancho Cordova standard plans/details
- Rancho Cordova Safe Routes to School Action Plan
- Rancho Cordova Traffic Calming Program
- Pedestrian and bicycle-involved crash data
- Daily traffic volumes
- School attendance boundaries
- Student home locations if available
- School enrollment
- Existing bicycle/pedestrian amenities at schools (e.g. bicycle parking)
- Current mode split for schools if available
- Existing school and district policies related to walking and bicycling
- Existing school and community programs related to walking and bicycling

The review will also seek to understand shared goals and objectives, as well as opportunities for coordination and resource sharing. To initiate the process, Alta will prepare an Information Request Memo requesting all information relevant to walking and bicycling programming and education, and present the request to the City. Following the review, an Existing Conditions Memo will be provided to the City, and will be revised based on one set of internally-consistent comments.

ATTACHMENT 3 EXHIBIT A to Contract 84-2018

Task 1.2 Deliverables:

- Information Request Memo
- Existing Conditions Memo

TASK 1.3 PROJECT MANAGEMENT

Alta will coordinate project activities, monitor progress on deliverables, provide quality control and assurance on materials developed, and plan and coordinate logistics for outreach meetings. Throughout the project, there will be ongoing coordination between Alta and the City of Rancho Cordova project team. Alta Project Manager Kendra Ramsey will be in regular communication with the City of Rancho Cordova Project Manager—including email, phone and written communications. We propose to hold monthly team calls to see that the project stays on schedule and within budget, and continues to meet expectations. In addition, Alta will prepare monthly invoices to include brief summaries of progress on each task during the invoice period.

Task 1.3 Deliverables:

- Monthly Meeting Agenda
- Monthly Meeting Minutes
- Monthly Invoice with Progress Report

Task 2. PUBLIC OUTREACH

TASK 2.1 CREATE A STAKEHOLDER ADVISORY COMMITTEE (SAC)

Alta and WALKSsacramento will work with City staff to identify potential stakeholders, and will notify stakeholders of the project and invite their participation in the Stakeholder Advisory Committee (SAC). The SAC will function as the key project advisors, helping form the project goals, public outreach strategies, and serving as early reviewers of plan content prior to Community Workshops. Members of the SAC may include:

- City of Rancho Cordova Public Works
- City of Rancho Cordova Police Department
- Sacramento County Department of Public Health
- Cordova Recreation & Park District
- Folsom Cordova Unified School District
- Sacramento City Unified School District
- School Principals
- PTA Leaders
- Parents/caregivers identified by principals as active transportation champions
- 50 Corridor TMA
- Bicycling Advocates of Rancho Cordova
- Alta will provide a list of stakeholders identified, and a list of those confirmed for participation in the SAC to City staff.

Task 2.1 Deliverables:

- Stakeholder list

TASK 2.2A OUTREACH STRATEGY

Alta and WALKSsacramento will work closely with City staff and the SAC to develop an Outreach Strategy for the project. The Outreach Strategy will focus on reaching those community members who are often difficult to reach in these processes, including members of disadvantaged communities, low-income families, people of color, households that primarily speak other languages than English, households without vehicles, single-caregiver households, and others. The Outreach Strategy will outline how the project team will seek to reach and meaningfully engage these stakeholders during the Plan development process, including what strategies will be used, what media will be employed, and what services should be considered for Community Workshops to make participation a viable options for these residents.

ATTACHMENT 3 EXHIBIT A to Contract 84-2018

Task 2.2a Deliverables:

- Outreach Strategy

TASK 2.2B PROJECT WEBSITE

Alta will develop a user-friendly project website to assist with stakeholder outreach for the Master Plan development process. The website will provide information on the overall project goals, upcoming community workshops, and provide draft project documents for review as requested by City staff. All approved project deliverables will be also posted to the website, including Suggested Route to School Maps. The website will be interactive, allowing the community to provide specific information relating to different components of the plan a comment form.

Alta will develop a website wire frame and draft content for review by City staff, and will revise based on one set of consolidated comments prior to developing the website.

Task 2.2b Deliverables:

- Website wire frame and content draft
- Final website

TASK 2.3A CONDUCT SAC MEETINGS

Alta, with assistance from WALKSacramento, will conduct up to four (4) SAC meetings. The SAC meetings are recommended to occur at key project junctures to review and inform development of project deliverables prior to corresponding public outreach:

- Following project initiation: develop Outreach Strategy
- Prior to Workshop No. 2: Review of Existing Conditions findings
- Review findings of School Audits
- Prior to Community Workshop No. 3 and 4: Review Draft Plan

Task 2.3a Deliverables:

- Meeting Agendas
- Meeting Minutes

TASK 2.3B COMMUNITY WORKSHOP NUMBER 1

Engaging the public early in a plan development process is an important way to demonstrate to stakeholders that their feedback is valued, and to set the tone for an inclusive process. Accordingly, the Alta team will hold an engaging Community Workshop to launch the project publicly to Rancho Cordova residents. The workshop will be held in an open-house format, with boards and other compelling visual aids to describe the plan goals, purpose, and long-term benefit, along with educational boards on active transportation. Activities will be provided for children who may accompany caregivers to the workshop, such as an active-transportation-themed coloring station. A brief presentation will be given mid-way through the workshop to provide an overview of the plan development process, key milestones and opportunities for public input, and to field any questions. Comment cards will be provided for the public to record feedback.

SAC members will be invited to attend and participate in the workshop; we find that connecting local leaders to a process, and providing an opportunity for the public to interact with them, is a great way to foster meaningful engagement. Alta and WALKSacramento will staff the event, along with City staff. Alta will provide a workshop notice for City staff to distribute publicly; the Alta team will coordinate outreach to the SAC and post the notice to the project website.

The workshop will be conducted in languages deemed necessary in the Outreach Strategy. Alta will work with City staff to secure translation services, and has reserved budget for two interpreters. Following the workshop, the Alta team will provide a summary of feedback received.

ATTACHMENT 3

EXHIBIT A to Contract 84-2018

Task 2.3b Deliverables:

- Workshop Notice (electronic format)
- Workshop Boards: Up to 8 printed boards depicting project information, up to 30" by 40"
- Sign-In Sheet
- Workshop Summary
- At least 5 workshop photos

TASK 2.4 SCHOOL AUDITS

Alta will organize and conduct a school audit at each of the participating schools. Each audit will provide an opportunity for stakeholders to walk school routes during the commute period to observe behavior and circulation, assess infrastructure, and discuss barriers and opportunities for improving student safety. The focus of this task is the collection, compilation and analysis of qualitative and quantitative data and results in a Walk Audit Report that highlights infrastructure recommendations, and identifies potential park and walk sites. The expected outcomes of each walk audit are:

- To identify preferred active transportation (walking, bicycling, scooting, and rolling) streets
- Identify and prioritize barriers to active transportation
- Develop a list of recommended infrastructure improvements on campus and in the public right-of-way
- Develop a list of program improvements
- Identify key responsible parties for implementation

Alta will work with the Folsom Cordova Unified School District, and each school administration, to schedule and advertise the audits and identify stakeholders who should be invited. Stakeholders may include parents, teachers, school administrators, local neighbors, City staff, School District staff, and law enforcement representatives. The Alta team will develop flyers in English and Spanish and prepare other information for schools and the City to publicize the walk audits through existing school communication channels.

We have an effective process that respects stakeholders' limited time to participate and maximizes the information we can gather during the short school commute peak observation period. Alta will prepare for the school audits by discussing with City and school staff to understand key issues around each school site. This allows us to prepare an audit route that is focused on the key issue areas for each school, and develop maps and other background materials that will help stakeholders to efficiently record their input.

School audits will be led by our Sacramento-based staff and outreach partner WALKSacramento, who have extensive local knowledge. The audits will begin with a short training session to review the process. This training will cover typical Safe Routes to School concepts and how to record input. After the brief training, we will divide into groups to observe pre-identified audit locations/corridors. We will provide participants with clipboards, pens, and an audit form that includes a checklist on one side and an aerial map of the school zone on the other side. During the audit, participants will observe conditions and behaviors on school property, and along school walking/bicycling routes to identify deficiencies, safety hazards and other barriers to walking and bicycling. We will also identify existing travel patterns around schools, including car and bus drop off/pickup zones and vehicle and bicycle parking areas.

After the observation period, Alta will facilitate a discussion with participants to brainstorm infrastructure and programmatic improvements that address these challenges and/or take advantage of identified opportunities. Alta will provide large-scale aerial maps of the surrounding school area to mark up, and will document the audit through photos, notes, and map markups.

Alta will assemble all data collected and develop a School Audit Reports covering all project schools. The Report will describe preferred streets for walking and bicycling, identify key barriers to walking and bicycling, and include conceptual infrastructure recommendations for each campus and in the public right-of-way adjacent to the campus, including proposed recommended park and walk locations. These site-specific planning-level conceptual designs can be used directly in grant applications to apply for infrastructure grant funds to design and construct the projects.

Task 2.4 Deliverables:

- School Audit notices (flyer and email content)
- Participant sign-in sheets
- Printed Audit Maps and Checklists for participants (8 ½ x 11 format)

ATTACHMENT 3

EXHIBIT A to Contract 84-2018

- Aerial Map for compiling participant recommendations during debrief (30 x 40 format)
- School Audit Report, to include:
 - Recommended Improvements Maps (electronic format)
- Event photographs (at least 5 per event)

TASK 2.5A BIKE AND WALK TO SCHOOL COUNTS

Bike and Walk to School Counts will be collected via student travel surveys, in which a student's mode of transportation to school is tallied. The student travel tallies will be facilitated by WALKSacramento at all 15 schools — we will work with each school to determine their preferred method of administering the tallies. In our experience, most schools prefer to have teachers administer the tallies because it is the least disruptive, using standard forms and instructions provided by the Alta team. Student travel tally forms and instructions will be sent to schools and also posted online as a web-based entry tool. The Alta team members can visit each school to provide training and assistance during a staff meeting to make sure that teachers understand how to conduct the survey properly, and achieve consistent results across all participating schools. In some cases schools have asked Alta team members to come into classrooms to administer surveys, and we will be available to do this if requested.

Per Caltrans requirements, we will use the standard SRTS student travel tally form developed by the National Center for Safe Routes to School. Alta staff have trained staff at dozens of school districts throughout California in efficiently implementing these student tallies, which results in a minimal time burden on school staff. As part of this task, the Alta team will supply electronic forms for data collection, and will then provide an Excel workbook with tabulated data. A Student Travel Memo will summarize the findings of the travel tallies, and will be revised based on one set of consolidated, internally-consistent comments received from City staff.

Task 2.5a Deliverables:

- Student tally forms (electronic format)
- Student tally data summary (Excel file)
- Student Travel Memo

TASK 2.5B PARENT SURVEYS

The purpose of Parent Surveys is to obtain opinions and attitudes of parents (and their children) toward biking/walking to school, as well as collect more detailed information about students' travel modes that go beyond what can be gathered by the in-class student surveys. We will use the standard National Center survey forms to meet Caltrans requirements. The Alta team, led by WALKSacramento for this task, will coordinate with the 15 project schools to disseminate the surveys on specific dates during the plan development and develop a procedure to collect the completed surveys. We assume the survey will be administered primarily online, with a limited number of hard copy surveys provided to the participating schools for parents who may not have access to the internet. We will offer the survey in both English and Spanish. A Parent Survey Memo will summarize the findings of the parent surveys received, and will be revised based on one set of consolidated, internally-consistent comments received from City staff.

Task 2.5b Deliverables:

- Parent Survey forms in English and Spanish
- Parent Survey Memo

TASK 2.6A ELEMENTARY SCHOOL POP-UP EVENTS

We propose hosting pop-up feedback events at the school sites in lieu of the Community Workshops. Once the existing conditions background work has been completed, we will bring large format maps to the school site to gather caregiver and student feedback on the issues and challenges associated with walking and bicycling to school, and identify any opportunities related to active transportation. Maps depicting existing conditions near schools will be displayed, and participants will be invited to mark up the maps with additional barriers not shown. The feedback gathered as part of this workshop will be integrated into the development of infrastructure improvement recommendations and suggested route to school maps, to be developed following the school audits.

ATTACHMENT 3

EXHIBIT A to Contract 84-2018

We can repeat this process with infrastructure improvement and program recommendations once those are complete, replacing the Community Workshop 3 and 4 and as outlined in the RFP. Two events will be held at each school: one after the existing conditions assessment has been completed, and one after the recommendations have been drafted.

These pop-up events will be arranged by Alta with each school, and can occur during morning drop-off, afternoon pick-up, or at an evening community event such as PTA/PTO meeting, fair or festival, or other event the school is already hosting. In this way, we will be approaching the school community during time they had already dedicated to school matters. Alta assumes the City will coordinate and waive fees for any permits other City requirements related to the Pop-Up Events.

SAC members will be invited to attend and participate in the event. Alta and WALKSacramento will staff the event, along with City staff. Alta will provide an event notice for City staff to distribute publicly; the Alta team will coordinate outreach to the SAC and post the notice to the project website. Comment cards will be available for the public to record their thoughts, and a summary of the comments will be provided to City staff following the event.

The event will be conducted in languages deemed necessary in the Outreach Strategy. Alta will work with City staff to secure translation services, and has reserved budget for two interpreters. Following the event, the Alta team will provide a summary of feedback received.

Task 2.6a Deliverables:

- Event Notice (electronic format)
- Boards: One board for each school for each event, up to 30" x 40"
- Sign-In Sheet
- Event Summary
- At least 5 photos for each event

2.6B MIDDLE AND HIGH SCHOOL POP-UP EVENTS

Middle and high school students are more aware of transportation conditions than elementary students, and have stronger opinions to share. To engage middle and high schools for feedback, we propose working with school administration/staff to plan an engaging event to gather student and parent feedback on existing conditions (replacing Community Workshop 2) and infrastructure and program recommendations (replacing Community Workshop 3 and 4).

If the school does not have a festival or event for the project to participate in, a pop-up similar to those described in Task 2.6a could be planned. Alta will work with the school community to determine the best approach for each school. Alta and WALKSacramento will staff the event, along with City staff. Alta will provide an event notice for City staff to distribute publicly; the Alta team will coordinate outreach to the SAC and post the notice to the project website. Alta assumes the City will coordinate and waive fees for any permits other City requirements related to the Pop-Up Events.

Comment cards will be available for the public to record their thoughts, and a summary of the comments will be provided to City staff following the event. Following the event, the Alta team will provide a summary of feedback received.

Two events will be held at each school: one after the existing conditions assessment has been completed, and one after the recommendations have been drafted.

Task 2.6b Deliverables:

- Event Notice (electronic format)
- Boards: One board for each school for each event, up to 30" x 40"
- Sign-In Sheet
- Event Summary
- At least 5 photos per event

ATTACHMENT 3 EXHIBIT A to Contract 84-2018

Task 3. Environmental Review

TASK 3.1 PREPARE ENVIRONMENTAL DOCUMENTS

In Alta's experience preparing SRTS Plans throughout California, it is our understanding that SRTS Plans are exempt from the California Environmental Quality Act (CEQA). California Code of Regulations Chapter 3, Article 18: Statutory Exemptions, Section 15262: Planning and Feasibility Studies, the CEQA states, "A project involving only feasibility or planning studies for possible future actions which the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an EIR or Negative Declaration but does require consideration of environmental factors." If the City determines that this exemption does not apply, Alta assumes that a Mitigated Negative Declaration would be prepared and has included budget for this level of effort. Principal-in-Charge Brett Hondorp has experience guiding the preparation of these documents, and will direct this effort.

Task 4. Development of Master Plan

TASK 4.1 PREPARE DRAFT MASTER PLAN

Alta will develop a draft SRTS Master Plan for the City of Rancho Cordova, which will include input from all stakeholders. The Draft SRTS Master Plan will incorporate the work completed in Tasks 1 through 3, including the following documents which will have been reviewed and revised based on City feedback:

- Existing Conditions Memo
- Outreach Strategy
- Student Travel Memo
- Parent Survey Memo
- Recommended Improvement Maps
- Suggested Route to School Maps
- Workshop Summaries

Alta proposes the following outline for the Draft SRTS Master Plan:

- Introduction
 - Need for SRTS plan
 - Overview of the Six E's of SRTS
 - Summary of planning process, including a description of the SAC and overview of stakeholder outreach
 - Funding for the plan and next steps
- Existing Conditions
 - School and population background/context
 - Baseline data (collisions, infrastructure findings, current and past programming)
 - School Audit results
 - Existing School Transportation findings (counts, parent surveys)
 - Findings from SAC meetings and Community Workshop Numbers 1 and 2
- Recommendations
 - Priority projects
 - Infrastructure recommendations
 - Non-infrastructure recommendations including programs, etc.
 - Implementation
 - Recommended Routes to School Maps
 - Evaluation Recommendations
- Potential Funding Sources

ATTACHMENT 3 EXHIBIT A to Contract 84-2018

- A list of up-to-date funding sources for each component of the Plan

Task 4A Deliverables:

- Draft SRTS Master Plan (electronic format)

TASK 4.2 PRESENT DRAFT MASTER PLAN

Alta will present the Draft SRTS Master Plan to the SAC and at the Community Workshops 3 and 4, as outlined in Tasks 2.3a and 2.8 respectively. Hours to conduct the presentation are included in the prior tasks; Task 4.2 time will be reserved for summary of comments received during the meeting and workshops in an Excel table, and preparing a recommended response for City feedback.

Task 4.2 Deliverables:

- Summary of comments and responses (Excel file)

TASK 4.3 INCORPORATE COMMENTS, FINALIZE DRAFT

Alta will make one round of revisions the Draft SRTS Master Plan based on one set of consolidated, internally-consistent comments received from the City. The comments will be inclusive of all City staff, leadership, and stakeholders the City wishes to include at this stage, and will reflect any changes desired by the City in response to public comments received in SAC meetings, School Area Workshops, and Community Workshops.

Task 4.3 Deliverables:

- Final Draft Master Plan

TASK 4.4 PUBLIC HEARING(S)

Alta will work with City staff to develop a PowerPoint presentation on the SRTS Master Plan for presentation to the City Council for comment and review; the PowerPoint will be presented in Draft format, and Alta will make one round of revisions in response to City comment. In addition, Alta will develop exhibits formatted for presentation from Plan components. Alta will present on the project along with City staff at up to two Council meetings, and will reserve additional time for up to two (2) additional presentations to Boards and Agencies at the City's request.

Task 4.4 Deliverables:

- Draft and Final PowerPoint
- Exhibits formatted for presentation, created from Plan contents

TASK 4.5 MASTER PLAN CONTENT

The City of Rancho Cordova SRTS Master Plan will include content as described in Task 4.1, and will be inclusive of all requirements set forth in the RFP under Task 4.5. As this content will be developed during work outlined in preceding tasks, no additional work effort is needed to accomplish Task 4.5.

Project Budget

Rancho Cordova Safe Routes to School Plan

TASK	Alta Planning + Design								WALKSacramento			Task Hours	Reimbursable Expense + Travel	Total Task Fee
	Principal-in-Charge	Project Manager	Asst. Project Manager	SRTS Advisor	Senior Engineer	Engineer	Web Developer	GIS	Project Manager	Project Coordinator	Project Coordinator			
	Brett Hondorp, AICP	Kendra Ramsey, MS	Emily Tracy, LCI	Kristin Haukom, MPH	Carlos Valadao, PE	Joe Paull	Ethan Kurtz	Lisa Schroer	Kirin Kumar	Molly Wagner	Alicia Brown			
2018 Hourly Rate*	\$272	\$137	\$98	\$150	\$170	\$115	\$129	\$98	\$105	\$95	\$85			
1 Project Initiation & Management	16	44	53	16	8	40	0	50	14	3	3	247		\$30,944
1.1 Kick-Off Meeting	4	4	3						4	3	3	21	\$100	\$2,990
1.2 Review Existing Conditions	2	24	40	16	8	40		50				180		\$21,012
1.3 Project Management	10	16	10						10			46		\$6,942
2 Public Outreach	13	176	332	40	18	69	50	86	166	245	209	1404		\$160,827
2.1 Create a Stakeholder Advisory Committee (SAC)	1	4	6	2					4	4	4	25		\$2,848
2.2a Outreach Strategy	1	2	8	2					2	2	2	19		\$2,200
2.2b Project Website		2	8				50					60	\$100	\$7,608
2.3a Conduct SAC Meetings		24	36						16	16	16	108	\$200	\$11,576
2.3b Community Workshop Number 1	1	20	28	2				8	8	16	20	103	\$600	\$11,500
2.4 School Audits	6	44	60	12	12	48		48	36	25	25	316	\$600	\$36,484
2.5a Bike and Walk to School Counts		8	20	4					50	110	50	242	\$400	\$24,006
2.5b Parent Surveys		2	6	4					8	30	50	100	\$400	\$9,802
2.6a Elementary School Pop-Up Events	2	40	100	8	3	12		24	30	30	30	279	\$3,000	\$32,816
2.6b Middle and High School Pop-Up Events	2	30	60	6	3	9		6	12	12	12	152	\$5,000	\$21,987
3 Environmental Review	6	12	20	0	0	0	0	0	0	0	0	38		\$5,236
3.1 Prepare Environmental Documents	6	12	20									38		\$5,236
4 Development of Master Plan	16	74	104	24	24	42	0	48	0	0	0	332		\$42,296
4.1 Prepare Draft Master Plan	4	20	50	16	16	24		24				154		\$18,960
4.2 Present Draft Master Plan	4	16	12	4	4							40	\$200	\$5,936
4.3 Incorporate Comments, Finalize Draft	4	8	32	4	4	8		16				76		\$9,088
4.4 Public Hearing(s)	4	30	10			10		8				62	\$200	\$8,312
4.5 Master Plan Content (No work anticipated)												0		\$0
Staff Hours	51	306	509	80	50	151	50	184	180	248	212	2021	\$10,800	\$239,303
Project Total	\$13,872	\$41,922	\$49,882	\$12,000	\$8,500	\$17,365	\$6,450	\$18,032	\$18,900	\$23,560	\$18,020			\$239,303

GENERAL NOTES:
Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the project.
Hourly rates are for calendar year 2018, and will be adjusted if work is continued into subsequent year(s).

\$168,023 \$60,480

MEMORANDUM



DATE: June 18, 2018

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director and Todd Humphrey, Facilities Manager

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDER NO. 2 WITH SABOO INC. TO INCREASE THE CONTRACT AMOUNT FROM \$541,072.34 TO AN AMOUNT NOT TO EXCEED \$581,073.34 FOR THE MILLS STATION BUILDING RENOVATION.**

RECOMMENDATION

Adopt Resolution No. 78-2018.

RESULT OF RECOMMENDED ACTION

Adoption of this Resolution will authorize the City Manager to execute Contract Change Order No. 2 with Saboo Inc. to increase the contract amount from \$541,072.34 to \$581,073.34 for additional construction services to the historic Mills Station Building.

BACKGROUND

Council approved the execution of Contract No. 146-2016 on November 21, 2016 for renovation of the historic Mills Station Building in the amount of \$499,000. The work furnished all labor, materials, and equipment for the renovation of approximately 2,231 square feet of space on the first floor for an art exhibit suite and associated improvements.

Per Rancho Cordova Municipal Code, Section 3.60.110 C, the City Manager has the authority to approve change orders up to 10% of the original contract value. One change order was previously approved under the City Manager's signature authority for work including additional materials and hardware necessary to complete the renovation. The total value of Change Order No.1 was \$42,072.34 increasing the current contract value to \$541,072.34.

Change Order No. 2 is the subject of this staff report. Change Order No. 2 covers additional labor and materials to complete parking and path of travel work necessary to improve access to the building. The total value of Change Order No. 2 is \$40,001 which, when combined with the prior change order, exceeds the City Managers signature authority. The value of the change order is within the project budget.

FISCAL IMPACT

Funding for this project consists of Community Enhancement Funds and an \$85,000 contribution from Sacramento County.

ATTACHMENT

1. Resolution 78-2018.

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 78-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT
CHANGE ORDER NO. 2 WITH SABOO INC. TO INCREASE THE CONTRACT AMOUNT FROM
\$541,072.34 TO A NOT TO EXCEED AMOUNT OF \$581,073.34 FOR THE MILLS STATION
BUILDING RENOVATION**

WHEREAS, the Parties entered into Construction Services Agreement ("CSA") 146-2016 dated November 21, 2016 in the amount of \$499,000 for the Mills Station Building renovation project; and

WHEREAS, previously approved Contract Change Order No. 1 increased the construction contract to \$541,072.34; and

WHEREAS, adoption of this Resolution will authorize the City Manager to execute Contract Change Order No. 2 for construction services to increase the contract amount from \$541,072.34 to a not to exceed amount of \$581,073.34; and

WHEREAS, the cost of providing these services has exceeded earlier projections and this amendment will allow the contractor to continue providing services through the end of the contract term; and

WHEREAS, this amendment will complete and modify parking areas.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract Change Order No. 2 with Saboo Inc, to increase the contract amount from \$541,072.34 to a not to exceed amount of \$581,073.34.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of June 2018 by the following vote

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge Mayor

ATTEST:

Stacy Leitner, City Clerk

MEMORANDUM



DATE: June 18, 2018

TO: Honorable Mayor and Council Members

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

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 78-2018 WITH ST. FRANCIS ELECTRIC, LLC IN AN AMOUNT NOT TO EXCEED \$593,670 FOR ON-CALL STREET LIGHT AND ELECTRICAL MAINTENANCE AND REPAIR SERVICES**

RECOMMENDATION

Adopt Resolution No. 63-2018.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution No. 63-2018 will authorize the City Manager to execute Contract No. 78-2018 with St. Francis Electric, LLC in an amount not to exceed \$593,670 for On-Call Street Light and Electrical Maintenance and Repair Services.

BACKGROUND

City staff advertised for a new on-call street light and electrical maintenance and repair contractor to perform ongoing street light repair service. This contract will cover routine maintenance activities such as outages, night inspections, emergency response, and other required street light repairs. On-call contracts facilitate fast response times that help keep City streets safe.

Bids for the project were solicited on the City's Website, CIPList.com and the Sacramento, Placer and El Dorado County Builders Exchanges on May 7, 2018. Sealed bids were publicly opened on May 23, 2018. A total of three bids were received and the lowest responsible bid was in the amount of \$593,670 from St. Francis Electric, LLC. The bid summary sheet is provided (**Attachment 3**).

FISCAL IMPACT

This contract has no impact to the City's General Fund. Funding for this contract will consist of Special District and Measure A maintenance funds.

ATTACHMENTS

1. Resolution 63-2018.
2. Contract 78-2018.
3. Bid Summary Sheet.

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 63-2018**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 78-2018 WITH ST. FRANCIS ELECTRIC, LLC IN AN AMOUNT NOT TO EXCEED \$593,670 FOR ON-CALL STREET LIGHT AND ELECTRICAL MAINTENANCE AND REPAIR SERVICES

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 78-2018 with St. Francis Electric, LLC in an amount not to exceed \$593,670 for on-call street light and electrical maintenance and repair services; and

WHEREAS, the City solicited bids for the street light maintenance services under the requirements of state law and the Rancho Cordova Municipal Code and publicly opened bids on May 23, 2018; and

WHEREAS, the lowest responsible bidder was St. Francis Electric, LLC; and

WHEREAS, this new on-call street light maintenance contract will cover routine maintenance activities such as outages, night inspections, emergency response, and other street light repair; and

WHEREAS, the contract is funded through Special District and Measure A maintenance funds and does not impact the City's 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. 78-2018 in an amount not to exceed \$593,670 with St. Francis Electric, LLC and in a form approved by the City Attorney (**Attachment 2**).

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of June, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

ATTACHMENT 2
CONTRACT NO. 78-2018

**GENERAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND ST. FRANCIS ELECTRIC, LLC
FOR ON-CALL STREET LIGHT AND ELECTRICAL MAINTENANCE AND REPAIR SERVICES**

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between the City of Rancho Cordova, a California municipal corporation, (herein "City") and St. Francis Electric, LLC, (herein "Contractor"), as of July 1, 2018.

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

Section 2. TERM. 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 11. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 11.

Section 3. CONTRACT ADMINISTRATOR. This Agreement shall be administered by Steve Harriman ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

Section 4. COMPENSATION OF CONTRACTOR. The City agrees to pay Contractor an amount not to exceed \$593,670 for performance pursuant to this Agreement. The Contractor shall submit invoices to the City Finance Director on a monthly basis detailing the Services performed. In the event of a conflict between this Agreement and Contractor's Exhibit A regarding the amount of compensation, the Agreement shall prevail. Upon receipt and approval of the Contractor's invoices, the City shall remit payment to the Contractor for Services provided within thirty (30) days. Payment to Contractor shall be considered as full compensation for performing the Services.

City's failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of City's right to request Contractor to correct such work or billings or seek any other legal remedy.

Section 5. PERFORMANCE STANDARDS.

A. Contractor shall comply with all applicable laws now in force or which may hereafter be in force with regard to the provision of Services and this Agreement.

B. Contractor represents that it has the skills, expertise, licenses and permits necessary to perform the Services. Contractor shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged and in accordance with applicable industry standards. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation throughout the term of this Agreement.

Section 6. PREVAILING WAGES. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said work by Contractor, or

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by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, the office of the Clerk of the City. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

Section 7. INDEPENDENT CONTRACTOR. Contractor shall perform the Services as an independent contractor and nothing herein contained shall be construed to make Contractor an agent or employee of the City while providing the Services. Contractor shall be entitled to no other benefits or compensation except as provided in this Agreement.

Section 8. INSURANCE REQUIREMENTS. Prior to beginning any Service under this Agreement, Contractor, at its own cost and expense, shall procure insurance coverage at such levels of coverage, scope, limits, and/or forms as set forth in APPENDIX B ("Insurance Requirements") hereto. Contractor shall provide proof satisfactory to City of such insurance and maintain the insurance throughout the term of this Agreement.

Section 9. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, file two bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of fifteen percent (15%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Section 3247 et seq., and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 10. INDEMNIFICATION. Contractor shall indemnify, defend with counsel selected by the City, and hold harmless City, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from Services performed pursuant to this Agreement caused in whole or in part by any negligent or willful act or omission of Contractor, its officers, agents, employees, or anyone directly or indirectly acting on behalf of Contractor. The foregoing obligation of Contractor 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 Contractor 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 Contractor 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 Contractor 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, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

Section 11. NONDISCRIMINATION AND EQUAL OPPORTUNITY. Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs

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provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby. Contractor shall include the provisions of this section in any subcontract approved by the City.

Section 12. AMENDMENTS. No modification or amendment of this Agreement is effective unless made in writing and signed by both the City and Contractor.

Section 13. ASSIGNMENT AND SUBCONTRACTING. Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

Section 14. TERMINATION. Either party may terminate this Agreement without cause, upon 60 days written notice to the other party. In the event of termination, Contractor shall be entitled to payment for Services then satisfactorily completed. Contractor shall not be entitled to any claim against City for any additional compensation or damages in the event of such termination.

Section 15. NOTICES. All notices that are regarding this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City of Rancho Cordova
3303 Luyung Drive
Rancho Cordova, CA 9742
ATTN: Maria Lopez

Contractor: St. Francis Electric, LLC
975 Carden Street
San Leandro, CA 94577
maintenance@sfe-inc.com

Section 16. GOVERNING LAW AND VENUE. The laws of the State of California shall govern this Agreement. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Sacramento.

Section 17. ATTORNEYS' FEES. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions 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.

Section 18. REMEDIES FOR FAILURE TO TIMELY COMPLETE WORK. If the Contractor fails to fully perform the Work in accordance with the Contract Documents by the Time for Completion established for each on-call assignment, as such time may be amended by change order or other modification to this Contract in accordance with its terms, and/or if the Contractor fails, by the Time for Completion, to fully perform all of the Contractor's obligations under this Contract that have accrued by the Time for Completion, the Contractor will become liable to the City for all resulting loss and damage in accordance with the Contract Documents and

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applicable law. The City's remedies for the Contractor's failure to perform include, but are not limited to, assessment of liquidated damages of \$500 per day in accordance with California Government Code Section 53069.85 and the Contract Documents, and/or obtaining or providing for substitute performance in accordance with the Contract Documents.

Section 19. 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.

Section 20. WAIVER. 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.

Section 21. SURVIVAL. The obligations of this Agreement, which by their nature would continue beyond the term or expiration of the Agreement, including without limitation obligations regarding indemnification shall survive the term or expiration of this Agreement.

Section 22. ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between City and Contractor and supersedes all prior negotiations, representations, and Agreements regarding the subject matter of this Agreement, either written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above, which date shall be considered the effective date of this Agreement.

CITY OF RANCHO CORDVA

CONTRACTOR

By: _____
 Cyrus Abhar, City Manager

By: _____
 Guy Smith, VP of Operations

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
 Adam Lindgren, City Attorney

Date: _____

ATTEST:

By: _____
 Stacy Leitner, City Clerk

Date: _____

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APPENDIX B
INSURANCE REQUIREMENTS

Before beginning any work under this Agreement, Contractor, 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. Contractor 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 Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor 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. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

1. **Workers' Compensation.** Contractor 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 Contractor. 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, Contractor 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 Contractor, 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. Contractor shall notify City within fourteen (14) days of notification from Contractor'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 Contractor does not have any employees.

2. **Commercial General and Automobile Liability Insurance.**

- 2.1 **General requirements.** Contractor, 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

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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.

- 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.
- 2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:
- 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 Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor. 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 Contractor 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. Contractor shall notify City within fourteen (14) days of notification from Contractor's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

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3. All Policies Requirements.

- 3.1 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.
- 3.2 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor 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.
- 3.3 Subcontractors.** Contractor 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.
- 3.4 Deductibles and Self-Insured Retentions.** Contractor 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, Contractor 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 Contractor 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.

- 3.5 Waiver of Subrogation.** Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant 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 Contractor, its employees, agents, and subcontractors.
- 3.6 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, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than five (5) days after Contractor is notified of the change in coverage.

- 4. Remedies.** In addition to any other remedies City may have if Contractor 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 Contractor'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 Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

SECTION 2 **SCOPE OF SERVICES**

2.1 SUMMARY OF SERVICES

The primary City objective with this contract is to provide on-call maintenance and repair services designed to eliminate or reduce the incidence of malfunctions, reduce complaints, and extend the useful life of City street lights and associated equipment and devices. The selected Contractor shall provide the following services on an on-call basis at the request of the City Project Manager. The Contractor shall furnish all tools, equipment, apparatus, facilities, labor, services and materials.

Street Light and Electrical Maintenance and Repair: This work consists of repairs needed to correct equipment deterioration, malfunction or failure, including repairs to wiring, lamps, reflectors, photocells, igniters, lights, ballasts, poles, support arms and all associated devices. This work also consists of marking the location of underground electrical conduits for the Underground Service Alert (USA) program at the request of City staff.

Accident and Emergency Response and Repair: This work consists of repairing any and all damage to the street light system resulting from vehicle accidents, extreme weather events, or other circumstances that result in damages to the street light system. Accident damage repair work includes cleanup of debris from an accident to allow a clear travel path for vehicles. If necessary, the Contractor shall install and connect temporary poles and lights, and shall do whatever is necessary to give adequate warning to the public of any dangerous conditions to be encountered as a result thereof, and shall also erect and maintain such warning and directional signs as may be necessary to ensure safe conditions. To the extent feasible, all temporary equipment shall provide the same functional capability as the original installation.

This work may need to be performed during nights and weekends in response to a vehicle accident or weather event to ensure safe conditions on City Streets. The contractor will be compensated special labor rates for nights and weekends as specified Table 4.2.1.

Vandalism: This work consists of repairing damage to the street light system which has been caused by acts of vandalism. This work includes, but is not limited to, painting over or removal of graffiti, replacement of stolen wiring or equipment, and any necessary repairs to damaged street light equipment.

Closure of Lanes: Whenever it is necessary to block any traffic lanes to complete any portion of the work, the Contractor shall notify the City's Police and Public Works Departments. Closure plans and times scheduled shall be subject to the approval of the City Project Manager. At least one (1) lane of traffic shall be kept open in each direction at all times. On major arterials, lane closures shall not take place between 7 a.m. and 9 a.m. or between 3 p.m. and 6 p.m.

Construction Signs and Barricades: The Contractor shall erect flags, signs, flashing lights and barricades as may be required to properly protect the workers and motoring public when repairs are being performed on or near the roadway.

2.2 WORK GUIDANCE

All work to be done by any Bidder selected to perform the work outlined in this IFB shall be guided by the County of Sacramento, Municipal Services Agency Standard Construction Specifications, adopted January 2016, and this IFB, herein referred to as Special Provisions. Copies of the Standard Construction Specifications may be obtained from the Municipal Services Agency, Land Division and Site Improvement Review, located in the County Administration Building, 827 Seventh Street, Room 105, Sacramento, California, 95814.

A complete, preliminary copy of the City's contract for On-Call Street Light and Electrical Maintenance and Repair Services is attached to this IFB as Appendix A. The contract shall bind selected bidder to perform work in accordance with this IFB.

2.3 DESCRIPTION OF WORK STANDARDS

All Bidders accept, and confirm by submission of a signed Bid in response to this IFB, that work to be performed by the selected Contractor is comprised of general street light and electrical maintenance and repair services, including but not limited to, repair, replacement, adjustment, and maintenance of street light poles, arms, foundations, fixtures, heads, and related parts and materials; painting, night inspections, and emergency response in areas owned by the City of Rancho Cordova, as further designated in this IFB.

City requires the selected Bidder to meet the following minimum standards:

Workmanship: All materials and workmanship shall be of a quality that is equal or superior to any similar work considered by street light maintenance and electrical contractors to be best practice. All work completed by selected Contractor shall be subject to inspection prior to payment being authorized. All work shall be conducted in a manner that least interferes with operation and public usage of the streets and sidewalks.

Safety: All services, supplies and equipment must comply with the California Safety Division of Industrial Safety Orders and O.S.H.A. The Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable regulations of the State Department of Industrial Regulations. **The Contractor's employees shall wear O.S.H.A. approved safety vests at all times during contract work.**

Hazards and Vandalism: Any hazards or acts of vandalism shall be reported immediately to the City Project Manager and then followed up in writing. Hazards shall be remedied by the Contractor after approval is obtained from the City Project Manager. Hazards which create life-threatening situations or potential for bodily harm shall be remedied immediately by the Contractor.

Response: Selected Contractor will be required to be able to respond to any location with no more than two hours (120 minutes) delay in response time. A communications system shall be in place which provides the City with the ability to contact the Contractor in an emergency twenty-four (24) hours per day, seven days per week. Failure to adequately respond may result in immediate termination of the remainder of the contract.

City Policy: Selected Contractor shall be aware of, and shall comply with, City ordinances governing street light maintenance and repair services, and traffic control regulations during work, as applicable to individual circumstances and locations being maintained.

Equipment: Selected Contractor shall furnish all tools and equipment needed to provide a high level of workmanship to ensure continuous and safe operation and complete work in accordance with the current City and standard specifications. City may require demonstration of equipment during selection process of this IFB, as outlined in **Section 5, Bidder Experience and Operations Plan**.

2.4 COMMENCEMENT OF WORK

Bidders acknowledge that submittal of bids does not constitute any acceptance of work by City. Additionally, the receipt of award of contract to any Bidder shall not constitute any authority to enter upon sites for work. Work shall commence only upon formal execution of a contract and work orders from the City.

The City seeks to select a Contractor and execute a contract for On-Call Street Light and Electrical Maintenance and Repair Services by July 1, 2018. Bidders acknowledge that they are prepared to execute a contract and begin prosecuting work within this time. Any Bidder unable to meet this timeframe shall not be considered for award.

In the event the selected Contractor fails to adequately perform maintenance services to standards identified in this IFB, as appended to the executed contract, the City reserves the right to remove work from the contract. Additionally, the City reserves the right to enter into additional contracts for On-Call Street Light and Electrical Maintenance and Repair Services.

2.5 TERM OF AGREEMENT

Any Contract resulting from subject Bid is expected to be a three (3) year contract starting from the time at which the Contract is fully executed.

If mutually agreeable to both parties, any resultant Contract may be extended for two (2) additional one (1) year terms.

Failure of the Contractor to diligently prosecute the work as defined herein will be considered as grounds for termination of the contract.

Failure to provide an adequate work force shall be considered as grounds for the termination of the contract.

This Agreement may be terminated by the City upon thirty (30) calendar days prior written notice addressed to the last known address of the Contractor. In the event of such termination, the Contractor shall be paid for all work successfully completed up to the effective date of such termination.

2.6 ANNUAL RATE ADJUSTMENTS

Hourly rates will remain constant for the three (3) year term of the agreement, through June 30, 2019. If both parties have agreed to extend the term of the agreement, beginning July 1, 2021, the hourly billing rates for labor and equipment may be adjusted annually upon submittal of a written request by the Contractor. The written request is due to the City annually no later than April 1, and late submittals will not be accepted and Contractor will forfeit a rate adjustment for that contract year. The annual adjustments to labor and equipment rates shall be the percentage change in the Consumer Price Index ("CPI") index for the prior preceding calendar year ending December 31st and the preceding calendar year ending December 31st. In no event shall the annual rate adjustment exceed 5%. CPI is Series ID: CUURX400SA0 (All Urban Consumers, All Items – West Size Class B/C) as published by the United States Department of Labor, Bureau of Labor Statistics.

2.7 SUBCONTRACTORS

Bidders requiring the provision of additional services from subcontractors acknowledge that all proposed subcontractors shall adhere to the same standards of work as described in this IFB. Bidders further acknowledge that the selected Contractor shall be required to perform, with the Contractor's own organization and employees, not less than fifty percent (50%) of the value of all work conducted under the executed contract.

Any Bidder submitting bids for work that includes the use of subcontractors shall additionally complete and submit **Section 5.4, Designation of Subcontractors**.

2.8 ADDITIONAL SPECIAL PROVISIONS

Further special provisions guiding the execution of a contract for On-Call Street Light and Electrical Maintenance and Repair Services are fully described in **Appendix C, Additional Special Provisions**. The additional provisions as described in Appendix C include items such as Prevailing Wage, Payroll Records, Traffic Management, Regulations of Work, Payment, and other additional special provisions. Contractors' attention is directed to review of these Additional Special Provisions as they will be made part of the contract to be executed by the selected Contractor.

SECTION 3
BID SUBMITTAL CHECKLIST

Each submitted bid shall include a completed (and signed where required) copy of each of the following checklist items. Any submitted bid that fails to include any of the following may be deemed inadequate by the City of Rancho Cordova, and may be grounds for dismissal of submittal at the City's sole discretion.

In addition to each item below, please include this sheet.

 X Workers' Compensation Insurance Certificate and Endorsement (Section 1.5)

 X Cost Certification Form (Section 4.1)

 X Bid Quotations (Sections 4.2.1, 4.2.2, 4.2.3, and 4.2.4)

 X Bid Bond (Section 4.3)

 X Contractor's License Certification Form (Section 5.1)

 X Department of Industrial Relations Contractor Registration Form (Section 5.2)

 X Bidder Experience and Qualifications (Section 5.3)

 X Employee/Staff Experience & Qualifications (Section 5.4)

 X Designation of Subcontractors (Section 5.5)

 X Operations Plan (Section 5.6)

 X Exceptions (Section 6.1)

 X Non-Collusion Affidavit (Section 6.3)

 X Signature Certification Page (Section 6.4)

SECTION 4
BID QUOTATIONS

4.1 COST CERTIFICATION FORM

The undersigned Authorized Signature certifies as follows:

All work for which this bid is submitted for On-Call Street Light and Electrical Maintenance and Repair Services is in accordance with all special provisions (including the payment of not less than the minimum wage rates set forth therein) and contract annexed hereto, and also in accordance with all Federal, State & local regulations as detailed in this Invitation for Bids.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this Bid is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed work, the attached proposed form of contract, and documents herein referenced; and that the Bidder agrees if this Bid is accepted, that he/she will contract with the City of Rancho Cordova, in the form of the copy of the contract attached hereto, to provide all necessary machinery, tools, apparatus and other necessary means, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Public Works Director as therein set forth, and that the Bidder will take in full payment therefore the following amount to wit:

Company Name: St. Francis Electric, LLC

Primary Contact: Monica Kint

Title: Estimator/ Project Manager

Business Address: 975 Carden St. San Leandro, CA. 94577

City, State, Zip: San Leandro, CA. 94577

Telephone No.: (510) 639-0639 Fax No: (510) 639-9116

Email Address: maintenance@sfe-inc.com

Website Address: http://stfranciselectric.net/

Authorized Signature: 

4.2 BID SHEETS

Qualified bids submitted in response to this IFB will be evaluated based upon Total Bid Amount, which is sum of the following there categories:

1. Hourly labor rates (Section 4.2.1)
2. Hourly vehicle and equipment rates (Section 4.2.2)
3. Material Cost Markup (Section 4.2.3)

Please note that the bid sheets include projected annual labor and equipment hours, as well as projected annual expense for materials, based upon historical billings for similar services. These projections are solely for the purpose of establishing low bid and provide no guaranty of future work or compensation to the Contractor under an on-call agreement awarded through this bid process. The selected contractor will invoice the City on a time and materials basis for On-Call Street Light and Electrical Maintenance and Repair Services performed at the direction of the City Project Manager in accordance with the billing rates provided in Tables 4.2.1, 4.2.2 and 4.2.3.

4.2.1 HOURLY LABOR RATES

The City will reimburse the Contractor for labor hours in the following three job categories. The number of hours shown in Columns A and C in Table 4.2.1 represent projected hours by job classification based upon historical level of effort and billings for similar services. Actual billings may vary.

Superintendent: Responsible for supervision of all field and laboratory repair work. Acts as primary liaison with City staff, provides technical data and assistance, and assists City Project Manager with streetlight system diagnostics. Superintendent guides and assists Electricians and Laborers in the performance of their duties with regards to all services performed under this Contract.

Electrician: Primary duties include troubleshooting and repair of street light systems, including complete repair of all streetlight equipment, wiring, fixtures and associated devices. The Electrician will also perform underground service investigations at the request of the City Project Manager.

Laborer: Primary duties include assistance with maintenance tasks and other non-technical duties as assigned by the Superintendent or Electrician.

Please provide hourly billing rates in Table 4.2.1 in Column B (Regular Business Hours, Monday thru Friday, 8:00 a.m. to 5:00 p.m.) and Column D (Non-Business Hours, nights and weekends), and Total Annual Labor Cost in Column E.

Table 4.2.1
Hourly Labor Rates

		(A) <u>Projected</u> regular business hours for 3 years	(B) <u>Hourly Rate</u> Regular business hours: Mon-Fri 8 am to 5 pm	(C) <u>Projected</u> non- business hours per year	(D) <u>Hourly Rate</u> Non-business hours: Nights and weekends	(E) <u>Total</u> 3 year labor cost (A*B)+(C*D)
(1)	Superintendent	60	\$ <u>92.00</u>	30	\$ <u>140.00</u>	\$9,720.00
(2)	Electrician	3500	\$ <u>89.00</u>	150	\$ <u>135.00</u>	\$331,750.00
(3)	Laborer	120	\$ <u>65.00</u>	30	\$ <u>95.00</u>	\$10,650.00
(4)	Total Three Year Labor Cost					\$352,120.00

4.2.2 HOURLY VEHICLE AND EQUIPMENT RATES

Please provide hourly billing rates for vehicles and equipment in Column B, and total hourly vehicle cost in Column C.

Table 4.2.2
Hourly Vehicle and Equipment Rates

	Vehicle/Equipment	(A) <u>Projected</u> 3 year vehicle and equipment usage	(B) <u>Hourly Rate</u>	(C) Total 3 year vehicle and equipment cost (A*B)
(1)	Bucket Truck	3800	\$ <u>30.00</u>	\$114,000.00
(2)	Flatbed Truck	150	\$ <u>20.00</u>	\$3,000.00
(3)	Crane Truck	150	\$ <u>65.00</u>	\$9,750.00
(4)	Mechanical Truck	60	\$ <u>20.00</u>	\$1,200.00
(5)	Compressor and Tools	60	\$ <u>10.00</u>	\$600.00
(6)	Concrete Saw	60	\$ <u>0.00</u>	\$0.00
(7)	Arrow Board	100	\$ <u>10.00</u>	\$1,000.00
(8)	Total 3 Year Vehicle and Equipment Cost			\$129,550.00

4.2.3 MATERIAL COST MARKUP

Please provide the proposed percentage mark-up on the invoiced price for materials in Column B, and the total annual materials expense in Column C.

Table 4.2.3
Material Cost Mark-up

	(A) <u>Projected</u> 3 year materials expenses	(B) Contractor markup (%)	(C) <u>Total</u> 3 year materials expenses (A*B)
(1)	\$100,000	% <u>12</u>	\$112,000.00

4.2.4 BID SUMMARY

Please provide the bid summary in Table 4.2.4.

Table 4.2.4
Bid Summary

(A) Cost Item	(B) Total Bid
Total 3 Year Labor Cost <i>Cell (4)(E) from Table 4.2.1</i>	\$352,120.00
Total 3 Year Vehicle and Equipment Cost <i>Cell (8)(C) from Table 4.2.2</i>	\$129,550.00
Total 3 Year Materials Expense <i>Cell (1)(C) from Table 4.2.3</i>	\$112,000.00
Total Bid Amount	\$593,670.00

4.3 BID BOND

Each bid shall be accompanied by certified or cashier's check payable to the City, or a satisfactory bid bond in favor of the City executed by the bidder as principal and a California admitted surety as surety, in an amount not less than ten percent (10%) of the amount set forth in the bid.

The check or bid bond shall be given as a guarantee that the bidder shall execute the contract if it is awarded to him/her in conformity with the contract documents and shall provide the evidence of insurance and furnish the necessary bonds as specified in the contract documents, within fifteen (15) calendar days after written notice of the award. In case of the bidder's refusal or failure to do so, the cash, check, or bond, as the case may be, shall be forfeited to the City. No bidder's bond will be accepted unless it conforms substantially to the form set forth as required.

The successful Bidder's proposal guarantee shall be held until the contract is executed. Bid security shall be returned to unsuccessful bidders within twenty (20) calendar days after the successful bidder has signed the contract.

CITY RANCHO CORDOVA - DEPARTMENT OF PUBLIC WORKS

(Must be submitted with bid)

We, ST. FRANCIS ELECTRIC, LLC

as Principal, and

THE GUARANTEE COMPANY OF NORTH AMERICA USA

as Surety are bound unto the City of Rancho Cordova, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for STREET LIGHT & ELECTRICAL MAINTENANCE

REPAIR SERVICES

(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at CITY OF RANCHO CORDOVA
2729 PROSPECT PARK DRIVE
RANCHO CORDOVA, CA 95670 on MAY 23, 2018

(Insert place where bids will be opened)

(Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

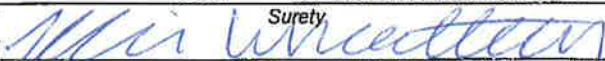
In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: MAY 15, 20 18.

ST. FRANCIS ELECTRIC, LLC


Principal ANDY AMADOR, VICE PRESIDENT

THE GUARANTEE COMPANY OF NORTH AMERICA USA

By 
Surety
Attorney-in-fact KELI WHEATLEY, ATTORNEY-IN-FACT

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City Rancho Cordova

On this day of _____ in the year 20__ before me _____, personally appeared _____, personally known to me (or to me on

Attorney-in-fact

the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

ACKNOWLEDGMENT

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

State of California

County of Alameda

On 5/23/18 before me, Loren Marie Johnson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



ACKNOWLEDGMENT

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

State of California
County of Alameda)

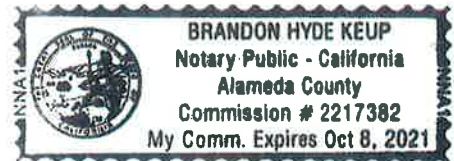
On MAY 15, 2018 before me, BRANDON KEUP, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Brandon Keup* (Seal)





The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Robert W. Babcock, Mollie Whalen, Katherine Christine Babcock, James Lawrence Ronhaar, Keli Wheatley, Maxwell Newlin, Brandon Keup
R.W. Babcock Insurance Brokerage, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 15TH day of MAY, 2018

Randall Musselman, Secretary

SECTION 5

CONTRACTOR'S LICENSE, BIDDER EXPERIENCE AND QUALIFICATIONS, AND OPERATIONS PLAN

5.1 CONTRACTOR'S LICENSE CERTIFICATION

Any person or entity submitting a bid on this project to engage in the business or act in the capacity of a contractor shall be licensed as a contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code. A bid submitted to the City by a contractor who is not licensed as set forth above shall be considered non-responsive and shall be rejected by the City.

Before awarding the contract for this project, the City must verify that the contractor was properly licensed when the contractor submitted his/her bid on this project. In order for the City to verify the license status of a contractor, the contractor, at the time he/she submits his/her bid for the project, shall provide in writing to the City his/her contractor's license number, name on the license, classification, and expiration date of the license.

No bid submitted to the City shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the City that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

CERTIFICATION

In accordance with the Business and Professions Code, we do hereby, under Penalty of Perjury, certify that the following contractor's license information is true and correct.

Contractor's License No. 1003811

Expiration Date: 5/31/19

Contractor's Classification:

St. Francis Electric, LLC
Contractor's Name (Printed)


Bidder's Signature
(Same signature as on Bid Proposal)

5/23/18
Date

Andrew Amador
Bidder's Name (Printed)

Vice President
Bidder's Title

5.2 DEPARTMENT OF INDUSTRIAL RELATIONS CONTRACTORS REGISTRATION FORM

Any person or entity submitting a bid on this project to engage in the business or act in the capacity of a contractor shall register as a contractor in accordance with the provisions of the Department of Industrial Relations (DIR). A bid submitted to the City by a contractor who is not registered as set forth above shall be considered non-responsive and shall be rejected by the City.

Before awarding the contract for this project, the City must verify that the contractor was properly registered when the contractor submitted his/her bid on this project. In order for the City to verify the registration status of a contractor, the contractor, at the time he/she submits his/her bid for the project, shall provide in writing to the City his/her contractor's registration number, name on the registration, and expiration date of the registration.

No bid submitted to the City shall be invalidated by the failure of the bidder to be registered in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. Any bidder or contractor not so registered shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the DIR. Failure of the bidder to obtain proper and adequate registration for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

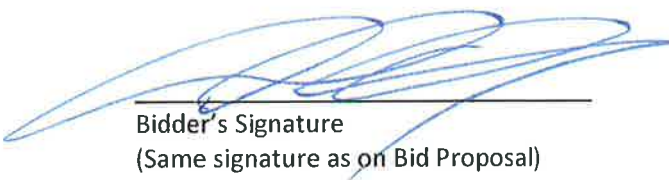
CERTIFICATION

In accordance with the DIR, we do hereby, under Penalty of Perjury, certify that the following contractor's registration information is true and correct.

Contractor's Registration No. 1000022208

Expiration Date: 5-31-19

St. Francis Electric, LLC
Contractor's Name (Printed)


Bidder's Signature
(Same signature as on Bid Proposal)

5/23/18
Date

Andrew Amador
Bidder's Name (Printed)

Vice President
Bidder's Title

5.3 BIDDER EXPERIENCE AND QUALIFICATIONS

Please provide a listing of similar contracts related to the On-Call Street Light and Electrical Maintenance and Repair Services that are currently active or have been satisfactorily completed in the last five (5) years. Please provide a contact name for each of the contracts listed.

Contract Year(s)	Type of Work Performed	Contract Amount	Client/Agency Name	Contact Name /Title Phone Number
3	SL Maintenance	\$4,500,000	SMUD	Jason Snovel- Service Dispatcher; #(916) 732-6921
2014- On Going	SL & TS On-Call	No Limit	City of Rocklin	Naz Lazar- TS Division Supervisor; (916) 625-5567
4	SL & TS Maintenance	\$150,000/ yr	Mountain House Community Services Dist.	Doug Louie- Director #(209) 831-5619
3	SL & TS Maintenance	\$31,800/yr	El Cerrito	Bill Driscoll- Ops Supervisor #(510) 812-7240
2	SL Maintenance	\$67,500/yr	Newark	Laura Kelly- SL Supervisor #(510) 599-3672

Use additional sheets of paper as necessary for additional references or employees.

5.4 EMPLOYEE/STAFF EXPERIENCE AND QUALIFICATIONS

Please provide the names and experience/qualifications of any employees who will be responsible for undertaking the repair and maintenance tasks in this Contract.

Employee/Staff Name	Title & Position	Years w/ Firm	Years Experience in Trade	Specialized Certifications
Tom Cox	Foreman Electrician	4	10	IMSA Level 3, State Certified Electrician
Mike Zrodlo	Electrician	4	19	IMSA Level 2, State Certified Electrician
Richard Massie	Electrician	4	39	IMSA Level 2, State Certified Electrician
Ken Mather	Electrician	4	25	IMSA Level 2
Carlos Moncada	Foreman Laborer/ Crane Operator	4	20	Crane Operator Cert # 120881439 USA Specialist

Use additional sheets of paper as necessary for employee staff experience and qualifications.

5.5 DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the Services to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total Bid or ten thousand dollars (\$10,000.00), whichever is greater. The prime Contractor shall list the portion of the work which will be done by such Subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and the Contractor shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law. Subcontractors shall provide all required licensing documentation.

SUBCONTRACTOR (Name & Location)	% OF WORK	ESTIMATED ANNUAL DOLLAR AMOUNT	WORK TO BE PERFORMED BY SUBCONTRACTOR
N/A			

Use additional sheets of paper as necessary for additional subcontractors.

5.6 OPERATIONS PLAN

Equipment Inventory: Please provide a list of all equipment that will be utilized in the performance of this contract. If necessary, please provide additional information on a separate sheet of paper.

Quantity	Name, Type and Capacity	Model Year and Condition	Dispatch Location
	See attached form		

Use additional sheets of paper as necessary for additional equipment inventory.

Customer Service Call Center: Please list the address of the Customer Service Center where calls will be received for this Contract:

4545 Harlin Dr.
Street address

1(844) 544-4888 or 1(844) LIGHT88
Phone Number

Sacramento, CA. 95826
City, State, Zip Code

Will Customer Service representatives be available during normal business hours to answer calls? **Y / N**

Emergency Response Plan: Please describe the emergency response plan for this contract. Please provide the names of two (2) employees who will be contacted in case of emergency, 24-hour contact phone numbers and email addresses, and the dispatch location for emergency call-outs. *Use additional sheets of paper as necessary for additional information regarding the emergency response plan.*

Tom Cox- Foreman (916) 708-4366; email tcox@sfe-inc.com

Mike Zrodlo- Electrician (510) 780-6349; email mzrodlo@sfe-inc.com

*See attached form for emergency response plan

List the 24-hour emergency number 1(844) 544-4888 or 1(844) LIGHT88



Quantity	Name, Type & Capacity	Condition
8	Bucket Truck, Diesel Gas	Excellent/New
5	Bucket Truck, Diesel Gas	Running Great
3	Crane	Running Great
17	Dump Truck (Ford, GMC, and Ram)	Running Great
3	Bore Machine, American/Vermeer/Ditch Witch	Running Great
2	Bore Truck	Running Great
16	Arrow Board, Bemis Allmand, Eclipse, Wanco, SolarTech, and Arrow Master	Excellent
3	Concrete Saw, Mecro and Core Cut	Running Great
23	Flatbed Truck, Ford, GMC, and Chevy	Running Great
4	Generator, Multiequipt	Excellent
3	Saw Truck, Ford	Running Great
6	Trencher, Ditch Witch and Vermeer	Running Great
7	Light Tower	Running Great
1	Conflict Monitor Tester (ATSI/PCMT 8000, CMU/MMU Tester)	Excellent/New
25+	Type-15 Street Light Poles	New
20+	1A, 1B, and 1D Poles	New
30+	SV and TV Framework Hardware	New
25+	Assorted 6' to 15' Luminaire Arms	New
100+	70w to 400w HPS Luminaires	New
10+	Ped Posts	New
20+	8" 3-section Vehicle Signals	New



SFE Response Plan for City of Rancho Cordova On-Call Traffic Signal Detection Services:

Upon initial notification of an emergency call out, the SFE technician On-Call will call the reporting party upon initial receipt notifying they have received the notification and approximate arrival to location within the 2 hour required response time. If during business hours, office staff will also follow up with an email to the reporting party and City staff. If the emergency call is after normal business hours, SFE office staff will follow up with the City the following business day with a report of all work completed. Upon arrival, the technician will assess the site, implement appropriate traffic control, and evaluate the problem. The technician will restore site to a safe and working condition logging via our on-site live portal the time, date, nature of task order/ emergency call, and corrective action. All on-call technicians have backup personnel readily available should the need for additional manpower arise. Also, should a major incident occur requiring the mobilization of a large crew, the St. Francis maintenance department is able to utilize any of our 250+ construction crew.

SFE's emergency telephone number is 1(844) LIGHT 88 or 1(844) 544-4888.

Emergency Dispatch Location: 4545 Harlin Dr. Sacramento, CA. 95826

SECTION 6
EXCEPTIONS, GUARANTEES AND CERTIFICATIONS

6.1 EXCEPTIONS TO AGREEMENT

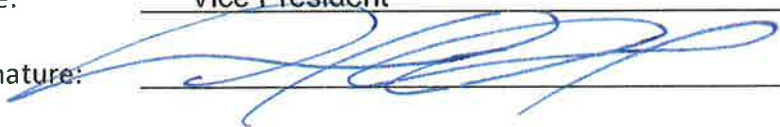
Bidders are to prepare all Base Bid Schedule forms (Section 4) based on the program specifications set forth in the IFB documents without considering any exceptions that may be set forth on this form. In the event the Bidder takes exception to the IFB specifications they may set forth those exceptions in the following manner:

- The exceptions are to be presented on a separate paper titled, "Form Exceptions to Agreement".
- Each exception must be presented separately by stating: the specific exception, the page and line numbers of the exception, the suggested changes to the program related to the exception, the suggested changes in the Agreement language related to the exception, the manner in which the proposed change would benefit the City, the customers or both, and the specific dollar change in each of the various billing rates, as proposed by the Bidder in this IFB, that would take place if the exception was accepted by the City.
- The exceptions must be followed with the following language without exception.
- **"Except as set forth above, Bidder is in complete agreement with the proposed terms, conditions and business arrangements described in the IFB including the attached Agreement. The Bidder assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the Agreement under whatever circumstances may develop other than as herein provided."**
- The form must be signed by an individual authorized to commit the Bidder's firm to the Agreement in the manner set forth below.

Date: 5/23/18

Name: Andrew Amador

Title: Vice President

Signature: 

Please note that if exceptions are taken, all required information as set forth above must be submitted. Exceptions taken without providing the required information will not be considered.

6.2 GUARANTEE REQUIREMENTS

The successful bidder awarded this contract will be required to submit a Payment or Labor and Materials Bond in the amount of 100% of the Agreement amount, at the expense of the Contractor. The successful bidder awarded this contract will also be required to submit a Performance Bond in the amount of 15% of the Agreement amount, at the expense of the Contractor.

6.3 NON-COLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)
(Must be submitted with bid)

To the CITY of RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

St. Francis Electric, LLC
Company Name (Printed)

5/23/18
Date


Authorized Signature

Andrew Amador
Name (Printed)

Vice President
Title

6.4 SIGNATURE CERTIFICATION PAGE *(Required with submittal)*

If Bidder or other interested person is a corporation, state legal name of corporation and names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, state first and last names in full.

By my signature on this Bid I certify, under the Penalty of Perjury, that the foregoing Non-Collusion Affidavit and Contractor's License Certification along with all other statements in this Bid are true and correct.

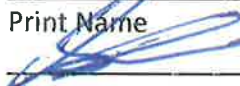
Date: 5/23/18

St. Francis Electric, LLC
 Legal Company or Corporation Name

Cooperation
 Business Type (Corporation, Partnership, etc.)

Robert Spinardi
 Print Name

 Signature
President
 Title

Guy Smith
 Print Name

 Signature
VP of Operations & Secretary
 Title

Andrew Amador
 Print Name

 Signature
VP of Estimating
 Title

Karla Brauer
 Print Name

 Signature
Treasurer
 Title

 Print Name

 Signature

 Title

 Print Name

 Signature

 Title

APPENDIX C
ADDITIONAL SPECIAL PROVISIONS

C.1) PAYROLL RECORDS

Attention is directed to Section 1776 of the Labor Code of the State of California. Regulations complementing said Section 1776 are located in Section 16000 and Sections 16400 through 16403 of Title 8, California Administrative Code. The Contractor is required to comply with the provisions of Section 1776 of said Labor Code. The Contractor shall also be responsible for compliance by their subcontractors.

C.2) PREVAILING WAGE

See Section 6 in Appendix A. The contractor is required to submit certified payrolls on a monthly basis. Failure to submit payroll records is cause for delay in payment or payment may be stopped.

C.3) PRESERVATION OF PROPERTY

Attention is directed to Section 6-21 "Preservation of Property" of the Sacramento County Standard Construction Specifications and these Special Provisions.

The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by the Contractor's personnel or equipment will promptly be repaired to the condition existing before the damage. If, in the opinion of the Contract Administrator, repair is not possible, the damaged facilities will be replaced in kind and size. All costs for such repairs or replacements shall be the sole responsibility of the Contractor. Damages to City facilities due to the Contractor's lack of performance in accordance with these specifications are the Contractor's responsibility.

C.4) EXISTING UTILITIES

Attention is directed to Section 6-16 "Existing Utilities" of the Sacramento County Standard Construction Specifications and these Special Provisions.

The toll-free number for Underground Service Alert (U.S.A.) is (800) 642-2444. The Contractor is required to call this number two working days (48 hours) in advance of performing excavation work.

The Contractor shall take adequate measures to insure that their operations do not harm any existing underground facilities not specifically mentioned, or shown on the plans.

C.5) TRAFFIC MAINTENANCE

The Contractor's attention is directed to Section 7-1.09, "Public Safety", and Section 12, "Construction Area Traffic Control Devices", of the State Standard Specifications, the Uniform Manual of Traffic Control Devices (latest edition of the California Supplement), and these Technical Specifications.

Typically, a minimum of one (1) traffic lane, (not less than 3.66 m (12 feet wide), per direction, shall be allowed for closure during construction activity, or as defined within the approved traffic control plan. All other traffic lanes shall be open for public vehicular traffic at all times during non-construction activity. No work that interferes with public traffic shall be performed between 3:30 P.M. and 8:30 A.M. except work required under Section 7-1.08, "Public Convenience", and Section 7-1.09, "Public Safety" or by special approval of the Contract Administrator.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays and when maintenance operations are not actively in progress.

Prior to performing any work, under this contract the Contractor shall prepare and submit a Traffic Control Plan (TCP) to the City Traffic Engineer for review. Note: To avoid delays, the Contractor is encouraged to submit in advance, several standard TCP's covering the most common maintenance situations anticipated, prior to the start of the contract period. ALL night work (if any), requires a MANDATORY Traffic Control Plan (TCP), for each occurrence;

If traffic controls are required for any operation under this contract to ensure the safety of workers and the public, a TCP must be submitted to the City Traffic Engineer four (4) working days in advance of performing said operation. Contractor must receive written approval from the City Traffic Engineer, or their designee, prior to implementing any traffic controls and notify Police, and Fire at least twenty-four (24) hours in advance of implementing the traffic controls. Review and approval of a TCP by the City Traffic Engineer, or their designee, is based upon general conformance with Federal, State and local regulations and standards and does not relieve Contractor of responsibility for the safety of its workers and the public.

If any component in the Contractor's traffic control system is displaced, damaged, or ceases to operate correctly, from any cause, during the life of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

If the Contractor refuses or fails to furnish and install necessary warning devices and take adequate protective measures in a timely manner, the City Traffic Engineer, with or without notice to the Contractor, may provide suitable warning devices or protective measures by causing such work to be done and such materials to be furnished. The cost and expense of such work and materials so furnished shall be borne by the Contractor; and if the same is not paid for on presentation of the bills therefore, then such costs will be deducted from any moneys due or to become due to the Contractor. The performance of such work under the direction of the City Traffic Engineer shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the City Traffic Engineer.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various Contract items of work and no separate payment will be made therefore.

The City Traffic Engineer or their designee shall review and approve all Traffic Control Plans on the basis of general conformance with applicable regulations and standards. Such review and approval of a Traffic Control Plan does not relieve Contractor of responsibility for public and worker safety.

C.6) REGULATIONS AND CONDUCT OF WORK

The Contractor shall plan and conduct the work to comply with local, State, and Federal government agencies' applicable rules, regulations, codes, and ordinances to adequately safeguard persons and property from injury. The Contractor shall direct the performance of the work in compliance with reasonable safety regulations and work practices, and with applicable federal, state, and local laws, rules and regulations including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor, and Safety Orders of the California Division of Industrial Safety.

C.7) PERSONNEL

All work shall be performed by qualified and trained personnel with a minimum of two (2) years of experience in electrical maintenance. Experience must include use of typical tools and operation of commonly used equipment. All workers shall be neat and orderly in appearance.

C.8) SUPERVISION

The Contractor shall provide a competent superintendent during all times that work is being performed with the authority to represent and act for the Contractor in any matter pertaining to this contract. The Contractor shall furnish the names of all such superintendents to the Contract Administrator prior to the commencement of this contract and further advice of any changes.

C.9) DISMISSAL OF UNSATISFACTORY EMPLOYEES

Attention is directed to Section 7 of the Standard Construction Specifications.

The Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the Contract Administrator, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, does not meet safety requirements or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. Contractor shall remove an unsatisfactory employee from contract sites immediately following notification.

Failure by the Contractor to remove an unsatisfactory employee from contract sites within one week of notification will result in withholding of monthly payment. Failure by the contractor to permanently replace an unsatisfactory employee will result in formal written warning (30-day notice) to the Contractor specifying that the employee must be replaced. Failure by the Contractor to replace an unsatisfactory employee within the 30 day time period will result in termination of this contract.

In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination; and the Contractor and his surety shall be liable and assessed for any and all costs for the re-procurement of the contract services.

C.10) PAYMENT

Attention is directed to Section 8 of the Sacramento County Standard Construction Specifications. The following shall be substituted with regard to invoicing procedure.

At the end of each month the Contractor shall submit invoice(s) to the City for routine and emergency maintenance work approved by the City.

The Contractor's routine maintenance invoice shall include:

Invoice Number

Invoice Date

City's Contract Number

Period Service Provided (Date from – Date to)

A breakdown of each work order completed with a description of the work performed, quantity of the work performed, unit cost, total cost for the work performed, and work order number.

The Contractor's emergency invoice shall include:

Invoice Number

Invoice Date

City's Contract Number

Period Service Provided (Date from – Date to)

A breakdown of each work order completed with a description of the work performed, job itemization giving employee(s)' actual hours worked, equipment and material costs, and total cost for the work performed.

Billing shall be submitted to the following address:

City of Rancho Cordova
Public Works Department
3303 Luyung Drive
Rancho Cordova, CA 95742
ATTN: O&M Manager

C.11) WITHHOLDING OF PAYMENT

For work deemed by the Contract Administrator as not meeting the requirements of the specifications, the City shall withhold monthly payments or percentages thereof for work not completed, or until work is completed as per contract specifications. The City shall withhold monthly payments or percentages thereof for work that is not completed on schedule.

To provide funds to cover the cost of any City of Rancho Cordova facilities or plant materials damaged by the Contractor, the City shall withhold monthly payments until the damages are repaired. In the event repairs are not made the City shall withhold monthly maintenance payments to fund the necessary repairs. The Contractor shall be responsible for damages to the City of Rancho Cordova facilities or plant materials due to the contractor's failure to perform the services in accordance with these specifications. Expenses to cover damages shall be solely the Contractor's, and repairs shall meet with approval of the Contract Administrator.

C.12) FAILURE TO PERFORM

If the Contractor, or his representative, fails to perform in accordance with the terms and conditions of this contract, the Contract Administrator will specify the reasons and locations as applicable by written correspondence. Failure by the Contractor to correct any deficiencies within one (1) calendar week of notification may result in withholding of payment. Failure by the Contractor to correct any deficiencies within two (2) calendar weeks or more may result in formal written warning (30-day notice) to the contractor specifying that such deficiencies must be corrected. Failure by the contractor to correct such deficiencies within the 30-day specified time period may result in termination of this contract.

In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination. Any damages to property caused by the contractor's inability to meet specification shall be recovered by withholding payments. The Contractor and his surety shall be liable and assessed for any and all costs for the re-procurement of the contract services and damages to City facilities or plant materials.

C.13) INSPECTION

The Contractor may receive an inspection report from the Contract Administrator. This form will indicate any deficiencies in the work performance of the Contractor. The Contract Administrator may inform the Contractor by telephone of urgent deficiencies for immediate attention or repairs. Inspection by City staff will occur the following day the Contractor has serviced the areas.

Lack of Inspections by the City staff does not relieve the Contractor of his obligations to provide services as required by these specifications. Lack of receipt of inspection reports does not relieve the Contractor of his obligations to provide services as required by these specifications. Schedules as required by these specifications shall be submitted and used as a guide for City Staff Inspection schedules. Inspection will be scheduled to occur the following day the Contractor has serviced the area(s).

C.14) COMPLIANCE WITH STANDARD TERMS & CONDITIONS

You agree to be bound by our standard contract conditions, a sample of which is attached to this IFB (Appendix A), and to all other terms and conditions in this IFB.

C.15) INSURANCE

The Contractor, upon being notified of being awarded the contract, shall have their Certificate of Insurance delivered to City of Rancho Cordova Public Works Department, 2729 Prospect Park Drive, Rancho Cordova, CA 95670, Attn: O&M Manager. Contractor's insurance shall comply with all insurance requirements as shown in Appendix B. No goods or services shall be rendered by the contractor until a valid Certificate of Insurance is on file with The City of Rancho Cordova.

C.16) INDEMNITY

The Contractor indemnifies the City as stated in Section 6-2 of the County Standard Construction Specifications.

C.17) STANDARD CONSTRUCTION SPECIFICATIONS

The County of Sacramento, Municipal Services Agency, Standard Construction Specifications, adopted January 2016, and these Special Provisions shall control all work to be done under this contract. A copy of the Standard Construction Specifications may be obtained at the Cashier's window, County Administration Building, 872 Seventh Street, Room 105, Sacramento, CA 95814.

C.18) STATE SPECIFICATIONS AND STATE STANDARD PLANS

State Specifications and State Standard Plans, when referred to, shall be the 2015 issue.

Copies of the State Specifications and State Standard Plans may be obtained from the State of California, Department of Transportation, Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815; telephone (916) 455-3520.

C.19) PRECEDENCE

In the event of a conflict between the Standard Construction Specifications and the State Specifications/Standard Plans, the Standard Construction Specifications shall govern. These Special Provisions shall govern over both the Standard Construction Specifications and State Specifications/Standard Plans in the event of a conflict.

C.20) CODES AND LEGAL REQUIREMENTS

- (a) All reference to codes, specifications, and standards in the contract documents shall mean, and are intended to be, the latest editions, amendments, and/or revisions of such reference documents in effect, as of the date of this contract.
- (b) Authorities shall apply the minimum work requirements available to any work done for this project. Nothing described in these contract documents shall be construed to permit work not conforming to the most stringent of applicable codes and regulations.
- (c) When contract documents call for materials or construction of better quality or larger size than required by applicable codes, laws, rules or regulations, the contract documents shall take precedence.

C.21) TERMINATION

Any contract resulting from this IFB may be canceled by the City upon thirty (30) calendar days advance notice in writing at City's sole discretion. Contractor may cancel this agreement upon ninety (90) calendar days advance notice in writing to the City.

C.22) SOUND CONTROL REQUIREMENTS

Sound control shall conform to the provisions in Section 7-1.01I, "Sound Control Requirements" of the Standard Specifications.

The noise level from the Contractor's operations, between the hours of 8:00 P.M. and 7:00 A.M., shall not exceed 86 dbA at a distance of 15 m (50 feet). Said noise level requirement shall apply to all equipment on the work or related to the work, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the Contract prices paid for the various Contract items of work involved and no additional compensation will be allowed therefore.

C.23) COOPERATION

Attention is directed to Section 7-1.14, "Cooperation", and Section 8-1.10, "Utility and Non-highway Facilities" of the Standard Specifications.

The Contractor shall notify United Service Alert (USA) prior to commencing any excavation:
Underground Service Alert (USA) – 1 (800) 642-2444

C.24) PUBLIC CONVENIENCE

Public convenience shall conform to the provisions in Section 7-1.08, "Public Convenience", of the Standard Specifications. The contractor shall limit his operations to weekdays between the hours of 7:00 A.M. to 6:00 P.M., unless otherwise approved by the Contract Administrator.

No work will commence before 8:30 A.M. on the City main arterial and collector street without prior written approval by the Contract Administrator.

Temporary closure of driveways may be allowed subject to the advance written approval of the affected property owners and the Contract Administrator. Prior to closure of a driveway, the Contractor shall coordinate and notify the property owner at least twice of such closure. The Contractor shall deliver closure notices to residents and operators of commercial properties seventy-two (72) hours prior to each closure, (twenty-four (24) hour notice for emergency repairs).

It is the Contractor's responsibility to provide and accommodate all residents, operators of commercial properties and property owners' specific needs for driveway and pedestrian access at all times.

Full compensation for conforming to the provisions of this Section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

C.25) OBSTRUCTIONS

Attention is directed to Section 8-1.10, "Utility and Non-highway Facilities", and Section 15, "Existing Highway Facilities", of the Standard Specifications.

Attention is directed to the presence of overhead and underground utilities in the construction sites. The Contractor shall exercise due caution in performing his work so as not to damage the utilities. The work specified shall be so conducted by the Contractor as to permit the utility companies to maintain their services without interruption. Utilities which are to remain in place shall be worked around and protected from damage or interruption of service. The Contractor shall coordinate his work with the utility companies where utilities are to be relocated or set to grade.

The toll-free number for **Underground Service Alert (U.S.A.)** is **(800) 642-2444**. The Contractor shall take adequate measures to insure that their operations do not harm any existing underground facilities not specifically mentioned, or shown on the plans.

Full compensation for conforming to the provisions of this Section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

C.26) CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained and removed when no longer required by the Contractor in accordance with the provisions in Section 12, "Construction Area Traffic Control Devices" of the Standard Specifications.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefore.

C.27) WATER POLLUTION CONTROL

Water pollution control work shall conform to the requirements in Section 7-1.01G, "Water Pollution," of the Caltrans Standard Specifications, and these Specifications.

As part of the water pollution control work, a Water Pollution Control Program, hereafter referred to as the "WPCP," is required for this contract. The WPCP shall be prepared in accordance with Caltrans Storm Water Quality Handbooks, SWPPP and WPCP Preparation Manual, current addition.

Implementation, inspection, maintenance and modification of the WPCP shall be in accordance with the Caltrans Storm Water Quality Handbooks, Construction Site Best Management Practice Field Manual and Trouble Shooting Guide, current addition.

Copies of the above Caltrans handbooks may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

The Contractor shall become fully informed of, and comply with the applicable provisions of the Handbook and Federal, State and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the City of Rancho Cordova and made part of the contract, it is expressly agreed that the City assumes no responsibility to the Contractor or property owner whatsoever with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Handbook and Federal, State and local regulations. For the purposes of this paragraph, costs and liabilities include but are not limited to fines, penalties and damages whether assessed against the City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

C.28) QUANTITIES

The quantities shown in the Bid are given to provide Bidders with an indication of potential work and the order of magnitude and scope of work. The actual amount of work done under this contract may differ from the quantities shown. The City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as directed by the Contract Administrator.

Sections 4-1.03B, 4-1.03B(1), 4-1.03B(2) and 4-1.03B(3) of the Standard Specifications do not apply to this Contract and are not a part of this Contract.

C.29) MOBILIZATION

Mobilization shall be in accordance with Paragraph 11-1.01 "Description" of Section 11 "Mobilization" of the Standard Specifications. Full compensation for conforming to the requirements of this Section shall

be considered as included in the prices paid for the various Contract items of work and no separate payment will be made therefore.

C.30) WORK ORDER

Requests for maintenance are made via a Work Order (WO). WO's are originated by City staff during normal City business hours in response to observed or reported maintenance deficiencies. While initial contact with the Contractor may be directly by phone, this will always be followed up with a written WO. Delivery of the written WO's shall be via e-mail and will be made directly to Contractor or designated Supervisor. Requests for service after working hours, on weekends, and on holidays will be forwarded from the City's Emergency On-Call representative to the contractor by phone. A written WO will be generated on the next regular business day and sent via email.

Contractor shall provide via email a weekly work summary report listing the work orders that have been completed the prior week.

C.31) EMERGENCY WORK

Definition: Emergency Work includes unforeseen/unscheduled maintenance related tasks that must be performed on short notice due to potential impacts on public safety and convenience. This item is considered to be a safety concern. When notified by the City to respond to an emergency situation, the Contractor shall be at the site in **two (2) hour or less from the time of notification**.

The Contractor shall maintain a local telephone number where he can be reached twenty-four (24) hours per day, seven days a week, including Holidays.

Tasks: Generally, Emergency Work procedures shall include, but is not limited to, the following steps:

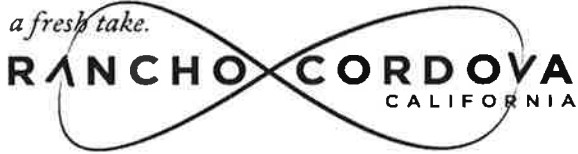
- Receipt and confirmation of the requested task;
- Initial response to maintenance site and evaluation of problem & site conditions;
- Implementation of appropriate traffic controls;
- Perform the requested task;
- Field check for proper operation and restore site to a safe condition;
- Logbook entry detailing time, date, and nature of maintenance task performed and verbal report to Maintenance Coordinator if appropriate.

Response: Emergency response may be initiated by the City or the Contractor (if emergency condition observed in the field and upon notification provided to the City). The Contractor shall provide emergency response 24 hours per day, seven days per week, including holidays. The response time sequence is as follows:

- The contractor must also have a supervisor available at all times.
- The Contractor shall make the site safe immediately or as soon as possible.
- The Contractor shall immediately advise the City of any emergency situation by phone and follow up with a written report by end of next business day.
- Corrective action shall be taken immediately.
- Contractor shall have the capability to provide all necessary materials, equipment, and labor in time frames referenced above.

Street Light Maintenance & Electrical Services

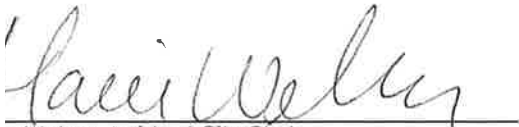
Rancho Cordova City Hall
2729 Prospect Park Drive, Rancho Cordova, CA 95670
May 23, 2018 - 2:00 P.M.



LETTER DESIGNATION	CONTRACTOR	BASE BID AMOUNT	WORKERS COMP	COST CERT.	BID QUOTATIONS	BID BONDS	CONTRACTOR'S LICENSE CERT	DEPT. OF INDUSTRIAL RELATIONS FORM	BIDDER EXPERIENCE & QUALIFICATION	DESIGNATION OF SUBS	OPERATIONS PLAN	EXCEPTIONS	NON-COLLUSION AFFIDAVIT	SIGNATURE CERTIFICATION
A	PB ELECTRIC INC.	\$742,754.30	X	X	X	X	X	X	X	X	X	X	X	X
B	SIEMENS	\$635,930.00	N/A	X	X	X	X	X	X	X	X	X	X	X
C	ST. FRANCIS ELECTRIC, LLC	\$593,670.00	X	X	X	X	X	X	X	X	X	X	X	X
D														
E														
F														
G														
H														
I														
J														
K														

AGENDA ITEM 17.4

Attendees:
Joe Weber, Assistant City Clerk
Maria Lopez, Management Technician


Joe Weber, Assistant City Clerk

MEMORANDUM

DATE: June 19, 2018

TO: Honorable Mayor and Council Members

FROM: Elizabeth Sparkman, Community Development Director

SUBJECT: **THIRD AMENDMENT TO DEVELOPMENT AGREEMENT RELATIVE TO DOUGLAS 98 AND SECOND AMENDMENT TO DEVELOPMENT AGREEMENT RELATIVE TO GRANTLINE 208**



RECOMMENDATION

Waive the second reading and adopt Ordinance No. 13-2018 and Ordinance No. 14-2018.

RESULT OF RECOMMENDED ACTION

Adoption of Ordinance No. 13-2018 would approve a Third Amendment to the Development Agreement Relative to the Douglas 98 project and adoption of Ordinance No. 14-2018 would approve a Second Amendment to the Development Agreement relative to the Grantline 208 project to correctly reference the property boundary to which the respective Development Agreements apply.

BACKGROUND

On June 4, 2018 the Council waived the first reading and introduced Ordinance Nos. 13-2018 and 14-2018. Specifically, the minor nature of these Development Agreement Amendments simply replace Exhibit A-1 for each agreement to correctly reference the property boundary to which the respective Development Agreements apply.

FISCAL IMPACT

There is no impact to the General Fund.

ATTACHMENTS

1. Ordinance No. 13-2018 with attached Third Amendment to Development Agreement.
2. Ordinance No. 14-2018 with attached Second Amendment to Development Agreement.

ATTACHMENT 1**CITY OF RANCHO CORDOVA****ORDINANCE NO. 13-2018****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, ADOPTING A THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE DOUGLAS 98 PROJECT****THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:****Section 1. Recitals.**

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, *et seq.*, of the Government Code (the "Development Agreement Statute"), authorizing the City, and any person having a legal or equitable interest in the real property, to enter into a development agreement and establish certain development rights in the property, which is the subject of the development project application. Pursuant to Government Code section 65868, Development Agreements may be amended by mutual assent of the parties.

B. The City and Douglas Road 98, LP, a California limited partnership, entered into a Development Agreement effective April 6, 2006 and recorded on May 5, 2006 in the Official Records of Sacramento County at Book 20060505, Page 0951 (the "Development Agreement") establishing certain development rights for real property located in the City of Rancho Cordova, California, as more particularly described in Exhibit A-1 and Exhibit A-2 of the Development Agreement (the "Property").

C. The Property changed ownership since the City and Douglas 98, LP entered into the Development Agreement. Douglas Road 105, LLC, a California limited liability company, ("Landowner" or "Developer") currently owns the Property and has assumed all of the interests and obligations of Douglas Road, LP in the Development Agreement by virtue of that certain "Assumption Agreement Relative to Douglas 98" dated August 12, 2013. Landowner has provided the City with a title report indicating their ownership of the Property.

D. The Property changed ownership again in 2018. Woodside 05N, LP, a California limited partnership, ("Landowner" or "Developer") currently owns the Property and has assumed all of the interests and obligations of Douglas Road, LP and Douglas Road 105, LLC in the Development Agreement and any subsequent Amendments by virtue of that certain "Assignment and Assumption Agreement Relative to Douglas 98" dated April 17, 2018. Landowner has provided the City with a title report indicating their ownership of the Property.

E. The Douglas 98 Project is within the Sunrise Douglas Community Plan and the SunRidge Specific Plan ("SDCP/SRSP") area. The SDCP/SRSP was approved by the County of Sacramento ("County") in July 2002. The County also prepared and certified an Environmental Impact Report ("EIR") (State Clearinghouse Number 97022055) for the SDCP/SRSP. In July 2003, the City of Rancho Cordova incorporated an area that included the SDCP and SRSP. In response to litigation involving the SDCP/SRSP EIR, the City

ATTACHMENT 1

subsequently rescinded approval of the SDCP/SRSP. On November 7, 2012, the City certified a Partially Revised Draft Environmental Impact Report (Revised DEIR) to the SDCP/SRSP EIR addressing long-term water supply plan and other water supply related issues (State Clearinghouse Number 97022055). The City determined to carry out the projects within the SDCP/SRSP area without re-approving the SDCP/SRSP.

F. The City Council originally approved a General Plan Amendment, Specific Plan Amendment, Rezone, Development Agreement, and Tentative Subdivision Map for the Douglas 98 Project in February and March of 2006 as part of its approval for the Sunridge East Projects ("Existing Project"). The City adopted a Mitigated Negative Declaration as the California EQA environmental review for these approvals ("Sunridge MND"), which relied upon the SDCP/SRSP EIR that was incorporated by reference into the Sunridge MND.

G. On April 19, 2006, the City Council approved an Addendum pursuant to the California Environmental Quality Act, "CEQA," ("2006 Addendum") to the SDCP/SRSP EIR that analyzed the impact of revisions to Mitigation Measures in the Master Mitigation Monitoring and Reporting Program for the SDCP/SRSP EIR relating to phasing of certain transportation improvements (City Council Resolution No. 31-2006). The mitigation measures establish limits on the total number of residential dwelling units that are allowed to be recorded in final maps until construction commences on certain transportation improvements (the "Transportation Improvements Thresholds"). The City Council approved amendments to the Transportation Improvement Thresholds as set forth in City Council Resolution No. 31-2006. Those Transportation Improvement Thresholds remain applicable to the Douglas 98 Project.

H. The 2006 Addendum found that the amendments to the Transportation Improvement Thresholds would not create a new, or substantially more severe, significant environmental impact than those previously identified in the SDCP/SRSP EIR. Therefore, no supplement to the SDCP/SRSP EIR and no further environmental review was required under CEQA.

I. The City adopted its General Plan and certified the General Plan EIR in June 2006 which included the SRSP and the Existing Project.

J. The City prepared an Addendum in 2013 to analyze whether supplemental environmental review to the SDCP/SRSP EIR, Sunridge East MND, the 2006 Addendum and General Plan EIR were required for the Project under CEQA ("2013 Addendum"). The analysis in the 2013 Addendum showed that none of the standards under CEQA for preparation of subsequent or supplement environmental review (either a Negative Declaration or EIR) have occurred or are met for the Project. The Project impacts are identified in the SDCP/SRSP EIR, Sunridge East MND and 2006 Addendum and no further environmental review is required under CEQA. Approval of the 2013 Addendum and the appropriate CEQA findings are found in Resolution No. 103-2013.

K. The changes to the Development Agreement via this Third Amendment are exempt from further CEQA review as they do not change any impacts of the Project and only relate to a minor boundary line adjustment, and the project as currently presented was previously analyzed as part of the 2006 and 2013 CEQA approvals and therefore comes within the exemption in CEQA Regulation 15183 for projects consistent with a community plan, general plan, or zoning.

ATTACHMENT 1

L. The City and GL208 are parties to a development agreement relative to the Grantline 208 project, which shares a common boundary with the Douglas 98 Property. The Douglas 98 Property and the GL208 Property were granted tentative maps by the City which included lot layouts along the common boundary that did not conform with the respective property boundaries. Both property owners effectuated a lot line adjustment in 2016 wherein Douglas 98 Owner (or its predecessor-in-interest) took title to less than $\frac{1}{4}$ acre of property previously owned by GL208 Owner (or its predecessor-in-interest). An unintended consequence of the Prior Lot Line Adjustment was that a small portion of the Douglas 98 Property became subject to the GL208 Development Agreement, and a small portion of the GL208 Property became subject to the Douglas 98 Development Agreement.

M. The City, GL208, and Douglas Road 105, LLC entered into a Memorandum of Understanding (MOU) on April 23, 2018 to set forth the obligations of all parties necessary to correct the matter of the boundary line adjustment. Pursuant to such MOU, City agreed to timely process a third amendment to the development agreements for both projects that would reflect the boundary line adjustments and ensure the Douglas 98 Development Agreement is recorded only on the Douglas 98 Project property and that the Grantline 208 Development Agreement is recorded only on the Grantline 208 Project property.

N. Pursuant to Government Code section 65868, City and Landowner now desire to modify and revise the Development Agreement to reflect and incorporate the revised legal description of the property in Exhibit A-1 to the Agreement.

O. On June 4, 2018, the City Council, as the legislative body for purposes of Development Agreement approval, held a properly noticed public hearing pursuant to Government Code section 65867 and considered all comments received in writing and all testimony received at the public hearing.

Section 2: Findings.

Therefore, on the basis of: (a) the foregoing recitals, which are hereby incorporated herein; (b) the City of Rancho Cordova's General Plan, the General Plan EIR and the Zoning Code at the time the Douglas 98 Development Agreement was approved; (c) the SDCP/SRSP EIR; (d) Revised DEIR for the SDCP/SRSP (e) 2006 Sunridge MND; and (f) the 2013 Addendum prepared for the First Amendment to the Development Agreement, Zoning Code Amendment and Amended Tentative Subdivision Map the City Council finds and determines that:

A. The Third Amendment to the Development Agreement, which does not change the Project densities or land uses in any way, is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan at the time the Douglas 98 Development Agreement was approved in that: (a) the Project remains predominantly residential and consistent with the SRSP; (b) the Project is consistent with the fiscal policies of the General Plan at the time the Douglas 98 Development Agreement was approved with respect to provisions of infrastructure and public services; and, (c) the Third Amendment and Amended Development Agreement only replaces Exhibit A-1 to the Agreement regarding the legal description of the Project property to reflect a minor boundary line adjustment.

B. The Third Amendment and Amended Development Agreement are compatible with the uses authorized in, and the regulations prescribed at the time the Douglas 98 Development Agreement was approved for the land use area in which the real property is located.

ATTACHMENT 1

C. The Third Amendment to the Development Agreement is in conformity with public convenience, general welfare and good land use policies in that the Third Amendment and Amended Development Agreement will continue to implement land use guidelines set forth in the General Plan and SRSP at the time the Douglas 98 Development Agreement was approved and at the time of the 2013 Project approvals, and this Third Amendment will help ensure the recorded documents associated with the Project accurately reflect the Project boundary line.

D. The Third Amendment will not be detrimental to the health, safety and general welfare in that the Project will proceed in accordance with the programs and policies of the General Plan and SRSP at the time the Douglas 98 Development Agreement was approved and at the time of the 2013 Project approvals.

E. The Third Amendment will not adversely affect the orderly development of property, or the preservation of property values, in that the amendment is consistent with the General Plan at the time the Douglas 98 Development Agreement was approved and at the time of the 2013 Project approvals.

F. The Third Amendment is consistent with and includes the substantive elements of Government Code sections 65864 through 65869.5, and has been processed consistent with all the procedural requirements thereof.

Section 3: Approval of Third Amendment to Development Agreement.

The City Council hereby approves the Third Amendment to the Development Agreement, attached to this Ordinance and incorporated herein by reference as **Exhibit A**, and authorizes the City Manager to execute the Third Amendment to the Development Agreement on or after the effective date of this Ordinance.

Section 4: Recordation

Within ten (10) days after the Third Amendment to the Development Agreement is executed by the City Manager, the City Clerk shall submit the amendment to the County Recorder for recordation.

Section 5: Severability.

If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, it shall not affect the remaining portions of this Ordinance that can be given effect without the invalid provision and, to this end, the provisions of this Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 6: Publication and Effective Date.

Within fifteen (15) days after adoption, a summary of this Ordinance shall be published once in the Grapevine Independent or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

ATTACHMENT 1

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 18th day of June 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

OFFICIAL BUSINESS
Document entitled to free recording
Government Code §6103

ATTACHMENT 2
Exhibit A to Ordinance 13-2018

99

**Recording requested by, and
when recorded return to:**

City of Rancho Cordova
2719 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT
RELATIVE TO DOUGLAS 98
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND WOODSIDE 05N, LP**

DRAFT

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT
RELATIVE TO DOUGLAS 98
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND WOODSIDE 05N, LP**

This Third Amendment (the "Third Amendment") to the Development Agreement is dated _____, 2018, for references purposes only, is made by and between the **CITY OF RANCHO CORDOVA**, a California municipal corporation ("City"); and **WOODSIDE 05N, LP**, a California limited partnership (the "Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as a "Party."

RECITALS

A. The City and Douglas Road 98, LP, a California limited partnership, entered into a Development Agreement effective April 6, 2006 and was recorded on May 5, 2006 in the Official Records of Sacramento County at Book 20060505, Page 0951 (the "Agreement") establishing certain development rights for real property located in the City of Rancho Cordova, California, as more particularly described in Exhibit A-1 and Exhibit A-2 of the Agreement (the "Property").

B. The Property has changed ownership since the City and Douglas 98, LP entered into the Development Agreement. Douglas Road 105, LLC, a California limited liability company, ("Landowner") currently owns the Property and has assumed all of the interests and obligations of Douglas Road, LP in the Agreement by virtue of that certain "Assumption Agreement Relative to Douglas 98" dated August 12, 2013.

C. The Property changed ownership again in 2018. Woodside 05N, LP, a California limited partnership, ("Landowner" or "Developer") currently owns the Property and has assumed all of the interests and obligations of Douglas Road, LP and Douglas Road 105, LLC in the Development Agreement and any subsequent Amendments by virtue of that certain "Assignment and Assumption Agreement Relative to Douglas 98" dated April 17, 2018. Landowner has provided the City with a title report indicating their ownership of the Property.

D. Pursuant to Government Code section 65868, City and Landowner now desire to modify and revise the Development Agreement to repeal and replace Exhibit A-1 to the Agreement, all as more fully set forth below in this Third Amendment.

E. This Third Amendment amending certain provisions of the Development Agreement applicable to the entire Property was adopted by City Ordinance No. 13-2018 on _____, 2018.

AGREEMENT

1. Incorporation of Recitals. Recitals A through E are hereby incorporated herein, including the documents referred to in the Recitals.

2. Replacement of Exhibit A-1. City and Landowner agree that Exhibit A-1 to the Agreement, “Legal Description of the Property,” is hereby repealed and replaced in its entirety with the updated version attached hereto and incorporated herein.

3. Restatement of Section 6.6 of the Recitals concerning “Project Approvals.” City and Landowner agree that Section 6.6 of the Recitals of the Agreement is hereby deleted and replaced with the following:

“**6.6** The Development Agreement adopted on March 6, 2006 by City Ordinance No. 07-2006 as amended on September 3, 2013 by City Ordinance No. 26-2013 adopting the First Amendment to the Development Agreement, as amended on March 5, 2018 by City Ordinance No. 2-2018 adopting the Second Amendment to the Development Agreement, and as amended on June 18, 2018 by City Ordinance No. 13-2018 adopting the Third Amendment to the Development Agreement.”

4. Definition of Terms. All capitalized terms used in this Third Amendment shall have the same definition as provided in the Agreement, except where a different definition has been supplied in this Second Amendment.

5. All Other Terms Remain in Force. Except as amended by Sections 1 through 10 above, all terms and conditions of the Agreement remain in full force and effect.

6. Recording. Within ten (10) days after the Effective Date, City shall record this Third Amendment with the Sacramento County Recorder’s Office.

7. Counterparts. The Parties may execute this Third Amendment in counterparts, each of which will be considered an original, but all of which will constitute the same instrument.

8. Entire Agreement. This Third Amendment sets forth the Parties’ entire understanding regarding the matters set forth above. It supersedes all prior or contemporaneous agreements, representations, and negotiations regarding those matters (whether written, oral, express, or implied) and may be modified only by another written agreement signed by all Parties. This Third Amendment will control if any conflict arises between it and the First Amendment or the Agreement.

Signatures to Follow on Next Page

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Second Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 13-2018, adopted by the Council of the City on this ____ day of _____ 2018, and Landowner has caused this Second Amendment to be executed.

City of Rancho Cordova

WOODSIDE 05N, LP

By: _____

By: _____

Name: Cyrus Abhar

Name: _____

Title: City Manager

Title: _____

Date: _____, 2018

Date: _____, 2018

Attest:

Stacy Leitner, City Clerk

Approved as to Form:

Adam U. Lindgren
City Attorney

Date: _____, 2018

[Attach Certificate of Acknowledgment – Civil Code § 1189]

DRAFT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

2969938.1

EXHIBIT A-1**LEGAL DESCRIPTION
OF THE DOUGLAS 98 PROPERTY**

All that real property situated in the State of California, County of Sacramento, City of Rancho Cordova, located in the Southeast quarter of Section 10 and the Northeast quarter of Section 15, Township 8 North, Range 7 East, M.D.M., being more particularly described as follows:

All of that certain parcel of land described in the Grant Deed to Douglas Road 105, LLC, recorded on March 14, 2016 in Book 20160314, Page 1031, Official Records of Sacramento County.

TOGETHER WITH AREA B being more particularly described as follows:

Beginning at a point location on the southeasterly boundary of "Area 3", as described in said Grant Deed, from which the most southerly corner thereof bears South 33°51'43" West, 39.00 feet; thence from said **POINT OF BEGINNING**, along said southeasterly boundary, North 33°51'43" East, 56.76 feet; thence, leaving said southeasterly boundary, South 24°52'15" West, 56.00 feet; thence along a non-tangent curve to the left, having a radius of 600.00 feet, the radius point of which bears South 24°52'15" West, through a central angle of 00°50'50", with an arc length of 8.87 feet to the **POINT OF BEGINNING**; containing 248 square feet, more or less.

ALSO TOGETHER WITH AREA D being more particularly described as follows:

Beginning at a point location on the southeasterly boundary of "Area 1", as described in said Grant Deed, from which the most southerly corner thereof bears South 66°27'35" West, 1.03 feet; thence from said **POINT OF BEGINNING**, along said southeasterly boundary, the following two (2) courses: (1) North 66°27'35" East, 38.10 feet; and (2) North 88°06'14" East, 26.75 feet to a point located on the North line of said Section 15, said point being the most easterly corner of said "Area 1"; thence, along said North line, South 89°45'35" East, 31.81 feet; thence, leaving said North line, South 76°55'18" West, 92.60 feet; thence North 33°19'22" West, 5.97 feet to the **POINT OF BEGINNING**; containing 707 square feet, more or less.

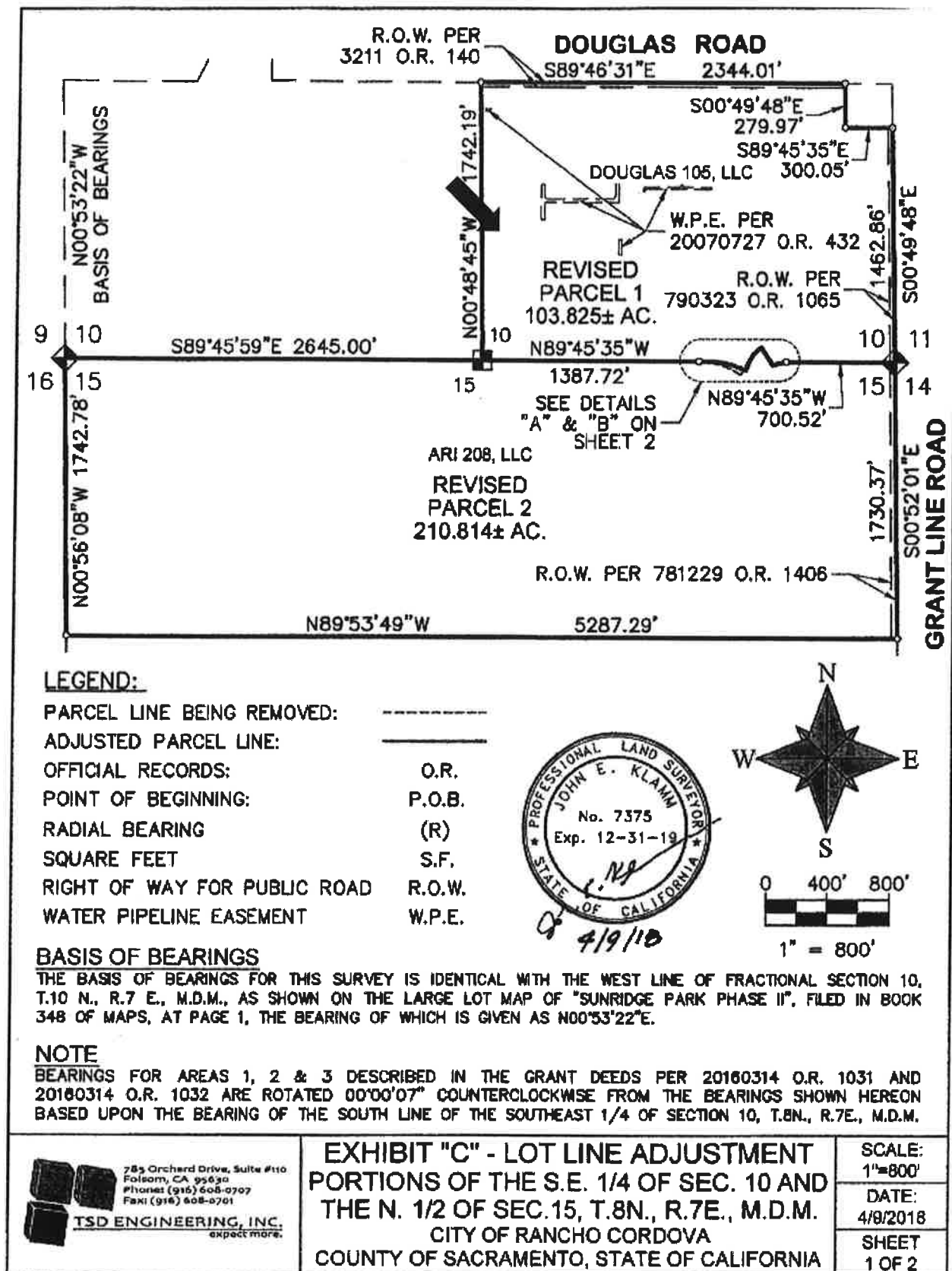
EXCEPTING THEREFROM AREA A being more particularly described as follows:

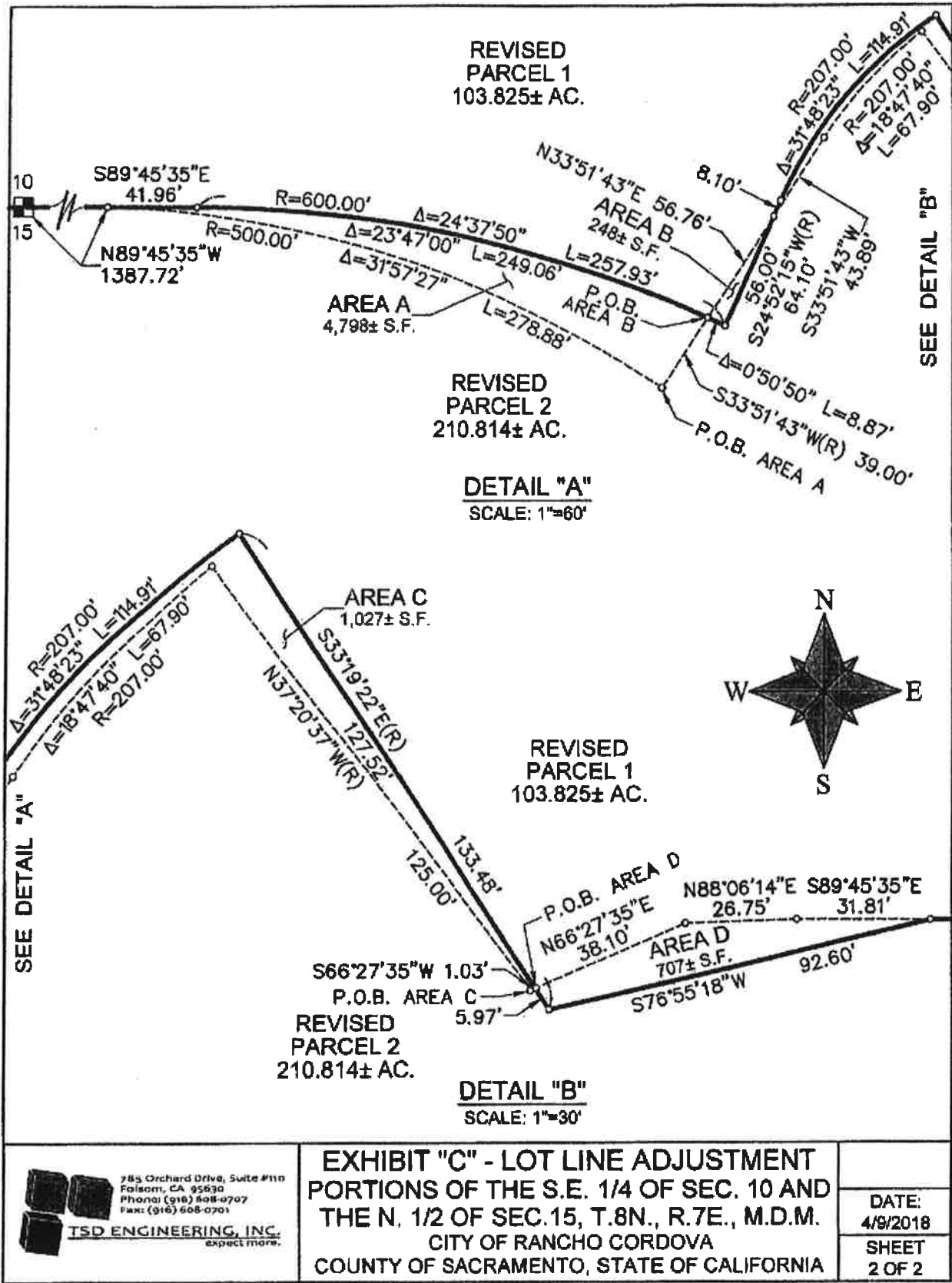
Beginning at the most southerly corner of "Area 3", as described in said Grant Deed; thence from said **POINT OF BEGINNING**, along the southwesterly boundary of said "Area 3", along a non-tangent curve to the left, having a radius of 500.00 feet, the radius point of which bears South 33°51'43" West, through a central angle of 31°57'27", with an arc length of 278.88 feet to a point located on the North line of said Section 15, said point being the most easterly corner of said "Area 3"; thence along said North line, South 89°45'35" East, 41.96 feet; thence, leaving said North line, along a tangent curve to the right, having a radius of 600.00 feet, through a central angle of 23°47'00", with an arc length of 249.06 feet; thence South 33°51'43" West, 39.00 feet to the **POINT OF BEGINNING**; containing 4,798 square feet, more or less.

ALSO EXCEPTING THEREFROM AREA C being more particularly described as follows:

Beginning at the most southerly corner of "Area 1", as described in said Grant Deed; thence from said **POINT OF BEGINNING**, along the boundary of said "Area 3" and "Area 2", as described in said Grant Deed, the following three (3) courses: (1) North $37^{\circ}20'37''$ West, 125.00 feet; (2) along a non-tangent curve to the left, having a radius of 207.00 feet, the radius point of which bears South $37^{\circ}20'37''$ East, through a central angle of $18^{\circ}47'40''$, with an arc length of 67.90 feet; and (3) South $33^{\circ}51'43''$ West, 43.89 feet; thence, leaving boundary, North $24^{\circ}52'15''$ East, 8.10 feet; thence along a tangent curve to the right, having a radius of 207.00 feet, through a central angle of $31^{\circ}48'23''$, with an arc length of 114.91 feet; thence South $33^{\circ}19'22''$ East, 127.52 feet to the southeasterly boundary of said "Area 3"; thence, along said southeasterly boundary, South $66^{\circ}27'35''$ West, 1.03 feet to the **POINT OF BEGINNING**; containing 1,027 square feet, more or less.







ATTACHMENT 2**CITY OF RANCHO CORDOVA****ORDINANCE NO. 14-2018****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, ADOPTING A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE GRANTLINE 208 PROJECT****THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:****Section 1. Recitals.**

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, *et seq.*, of the Government Code (the "Development Agreement Statute"), authorizing the City, and any person having a legal or equitable interest in the real property, to enter into a development agreement and establish certain development rights in the property, which is the subject of the development project application. Pursuant to Government Code section 65868, Development Agreements may be amended by mutual assent of the parties.

B. The City and Pulte Home Corporation, a Michigan corporation, entered into a Development Agreement dated June 19, 2006 and recorded on July 28, 2006 in the Official Records of Sacramento County at Book 20060728, Page 0598 (the "Development Agreement") establishing certain development rights for 210 acres real property located in the City of Rancho Cordova, California, as more particularly described in Exhibit A-1 and Exhibit A-2 of the Development Agreement (the "Property").

C. The Property has changed ownership since the City and Pulte Home Corporation entered into the Development Agreement. Lennar Homes of California, a California corporation, ("Landowner" or "Developer") currently owns the Property and has assumed all of the interests and obligations of prior owner ARI 208 LLC in the Development Agreement by virtue of that certain "Assumption Agreement Relative to Douglas 98" dated April 6, 2018. Landowner has provided the City with a title report indicating their ownership of the Property.

D. The Grantline 208 Project is within the Sunrise Douglas Community Plan and the SunRidge Specific Plan ("SDCP/SRSP") area. The SDCP/SRSP was approved by the County of Sacramento ("County") in July 2002. The County also prepared and certified an Environmental Impact Report ("EIR") (State Clearinghouse Number 97022055) for the SDCP/SRSP in compliance with the California Environmental Quality Act ("CEQA"). In July 2003, the City of Rancho Cordova incorporated an area that included the SDCP and SRSP. In response to litigation involving the SDCP/SRSP EIR, the City subsequently rescinded approval of the SDCP/SRSP. On November 7, 2012, the City certified a Partially Revised Draft Environmental Impact Report (Revised DEIR) to the SDCP/SRSP EIR addressing long-term water supply plan and other water supply related issues (State Clearinghouse Number

ATTACHMENT 2

97022055). The City determined to carry out the projects within the SDCP/SRSP area without re-approving the SDCP/SRSP.

E. In March 2006 the City adopted a Mitigated Negative Declaration as the CEQA review for the Grant Line 208 Project, among others ("Sunridge East MND"), which relied upon the SDCP/SRSP EIR that was incorporated by reference into the Sunridge East MND. In the Sunridge East MND, the city concluded that the Project would not have a significant impact on the environment due to the mitigation measures adopted by the City in the SDCP/SRSP EIR and the MND. All environmental impacts were reviewed and addressed at the time the Project was approved. All recitals and findings of determination in Ordinance No. 7-2006 and Ordinance No. 2-2015, which adopted the Development Agreement and the First Amendment to the Development Agreement, respectively, are still accurate and relevant to the Agreement and this Second Amendment thereto.

F. The City adopted its General Plan and certified the General Plan EIR in June 2006 which included the SRSP and the Existing Project.

G. The City prepared an Addendum in 2015 to analyze whether supplemental environmental review to the SDCP/SRSP EIR, Sunridge East MND, the 2006 Addendum and General Plan EIR were required for the Project under CEQA ("2015 Addendum"). The analysis in the 2015 Addendum showed that none of the standards under CEQA for preparation of subsequent or supplement environmental review (either a Negative Declaration or EIR) have occurred or are met for the Project. The Project impacts are identified in the SDCP/SRSP EIR, Sunridge East MND and 2006 Addendum and no further environmental review is required under CEQA. Approval of the 2013 Addendum and the appropriate CEQA findings are found in Resolution No. 24-2015.

H. The changes to the Development Agreement via this Second Amendment are exempt from further CEQA review as they do not change any impacts of the Project and only relate to a minor boundary line adjustment, and the project as currently presented was previously analyzed as part of the 2006 and 2015 CEQA approvals and therefore comes within the exemption in CEQA Regulation 15183 for projects consistent with a community plan, general plan, or zoning.

I. The City and Landowner are parties to a development agreement relative to the Grantline 208 project, which shares a common boundary with the Douglas 98 Property. The Douglas 98 Property and the GL208 Property were granted tentative maps by the City which included lot layouts along the common boundary that did not conform with the respective property boundaries. Both property owners effectuated a lot line adjustment in 2016 wherein Douglas 98 Owner (or its predecessor-in-interest) took title to less than ¼ acre of property previously owned by GL208 Owner (or its predecessor-in-interest). An unintended consequence of the Prior Lot Line Adjustment was that a small portion of the Douglas 98 Property became subject to the GL208 Development Agreement, and a small portion of the GL208 Property became subject to the Douglas 98 Development Agreement.

J. The City, Landowner, and Douglas Road 105, LLC entered into a Memorandum of Understanding (MOU) on April 23, 2018 to set forth the obligations of all parties necessary to correct the matter of the boundary line adjustment. Pursuant to such MOU, City agreed to timely process amendments to the development agreements for both projects that would reflect the boundary line adjustments and ensure the Douglas 98 Development Agreement is recorded

ATTACHMENT 2

only on the Douglas 98 Project property and that the Grantline 208 Development Agreement is recorded only on the Grantline 208 Project property.

K. Pursuant to Government Code section 65868, City and Landowner now desire to modify and revise the Development Agreement to reflect and incorporate the revised legal description of the property in Exhibit A-1 to the Agreement.

L. On June 4, 2018, the City Council, as the legislative body for purposes of Development Agreement approval, held a properly noticed public hearing pursuant to Government Code section 65867 and considered all comments received in writing and all testimony received at the public hearing.

Section 2: Findings.

Therefore, on the basis of: (a) the foregoing recitals, which are hereby incorporated herein; (b) the City of Rancho Cordova's General Plan, the General Plan EIR and the Zoning Code at the time the Grantline 208 Development Agreement was approved; (c) the SDCP/SRSP EIR; (d) Revised DEIR for the SDCP/SRSP (e) 2006 Sunridge East MND; and (f) the 2015 Addendum:

A. The Second Amendment to the Development Agreement, which does not change the Project densities or land uses in any way, is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan at the time the Grantline 208 Development Agreement was approved in that: (a) the Project remains predominantly residential and consistent with the SRSP; (b) the Project is consistent with the fiscal policies of the General Plan at the time the Grantline 208 Development Agreement was approved with respect to provisions of infrastructure and public services; and, (c) the Second Amendment and Amended Development Agreement only replaces Exhibit A-1 to the Agreement regarding the legal description of the Project property to reflect a minor boundary line adjustment.

B. The Second Amendment and Amended Development Agreement are compatible with the uses authorized in, and the regulations prescribed at the time the Grantline 208 Development Agreement was approved for the land use area in which the real property is located.

C. The Second Amendment to the Development Agreement is in conformity with public convenience, general welfare and good land use policies in that the Second Amendment and Amended Development Agreement will continue to implement land use guidelines set forth in the General Plan and SRSP at the time the Grantline Development Agreement was approved and at the time of the 2006 and 2015 Project approvals, and this Second Amendment will help ensure the recorded documents associated with the Project accurately reflect the Project boundary line.

D. The Second Amendment will not be detrimental to the health, safety and general welfare in that the Project will proceed in accordance with the programs and policies of the General Plan and SRSP at the time the Grantline 208 Development Agreement was approved and at the time of the 2006 and 2015 Project approvals.

E. The Second Amendment will not adversely affect the orderly development of property, or the preservation of property values, in that the amendment is consistent with the General Plan

ATTACHMENT 2

at the time the Grantline 208 Development Agreement was approved and at the time of the 2006 and 2015 Project approvals.

F. The Second Amendment is consistent with and includes the substantive elements of Government Code sections 65864 through 65869.5, and has been processed consistent with all the procedural requirements thereof.

Section 3: Approval of Second Amendment to Development Agreement.

The City Council hereby approves the Second Amendment to the Development Agreement, attached to this Ordinance and incorporated herein by reference as **Exhibit A**, and authorizes the City Manager to execute the Second Amendment to the Development Agreement on or after the effective date of this Ordinance.

Section 4: Recordation

Within ten (10) days after the Second Amendment to the Development Agreement is executed by the City Manager, the City Clerk shall submit the amendment to the County Recorder for recordation.

Section 5: Severability.

If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, it shall not affect the remaining portions of this Ordinance that can be given effect without the invalid provision and, to this end, the provisions of this Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 6: Publication and Effective Date.

Within fifteen (15) days after adoption, a summary of this Ordinance shall be published once in the Grapevine Independent or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 18th day of June 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTACHMENT 2

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

Exhibit A to Ordinance 14-2018**OFFICIAL BUSINESS**

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: City Clerk

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

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
RELATIVE TO GRANTLINE 208
BY AND BETWEEN THE CITY OF RANCHO CORDOVA
AND LENNAR HOMES OF CALIFORNIA, INC.**

This Second Amendment to Development Agreement ("**First Amendment**") is entered into this ____ day of _____, 2018, by and between the **CITY OF RANCHO CORDOVA**, a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, INC.**, a California corporation ("**Landowner**"), who agree as follows.

RECITALS

A. City and Pulte Home Corporation, a Michigan corporation, entered into that certain Development Agreement dated June 19, 2006 ("**Agreement**") recorded on July 26, 2006, in the Office of the Sacramento County Recorder in Book 20060728, Page 0598, Official Records, which established certain development rights in certain real property located in the City of Rancho Cordova, California, as more particularly described in **Exhibit A-1** and **Exhibit A-2** to the Agreement (the "**Property**").

B. The Property has changed ownership since City and Pulte Home Corporation entered into the Agreement. Lennar Homes of California, Inc. currently owns the Property and has assumed all of the interests and obligations in the Agreement by virtue of that certain Assumption Agreement Relative to Grantline 208, dated April 6, 2018. Landowner has provided City with a title report indicating its ownership in fee of the Property.

C. Pursuant to Government Code section 65868, City and Landowner now desire to modify and amend the Agreement to repeal and replace Exhibit A-1 to the Agreement, all as more fully set forth below in this Second Amendment.

D. This Second Amendment amends certain provisions of the Agreement applicable to the entire Property, and was adopted by City Ordinance No. 14-2018 on June 4, 2018.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

P:\City Council Meetings\6-18-18 City Council Meeting RS\2nd Reading of Ordinances for
Douglas 98 and Grantline 208\3.1 - Exhibit A to Ordinance No. 14-2018 Grantline 208 DA Second
Amendment (FINAL).DOCX

Exhibit A to Ordinance 14-2018

AGREEMENT

1. Incorporation of Recitals. Recitals A through D are hereby incorporated herein, including the documents referenced in the Recitals.

2. Replacement of Exhibit A-1. City and Landowner agree that Exhibit A-1 to the Agreement, "Legal Description of the Property," is hereby repealed and replaced in its entirety with the updated version attached hereto and incorporated herein.

3. Restatement of Section 6.6 of the Recitals Concerning "Project Approvals." City and Landowner agree that Section 6.6 of the Recitals of the Agreement is hereby deleted and replaced with the following:

"6.6 The Agreement adopted on June 19, 2006, by City Ordinance No. 34-2006, as amended on March 16, 2015 by City Ordinance No. 2-2015 adopting the First Amendment, and as amended on June 18, 2018 by City Ordinance No. 14-2018 adopting the Second Amendment."

4. Definition of Terms. All capitalized terms used in this Second Amendment shall have the same definition as provided in the Agreement, except where a different definition has been supplied in this First Amendment.

5. All Other Terms in Force. Except as amended by this Second Amendment, all terms and conditions of the Agreement remain in full force and effect.

6. Recording. Within ten (10) days after the Effective Date, City shall record this Second Amendment with the Sacramento County Recorder's Office.

7. Counterparts. The Parties may execute this Second Amendment in counterparts, each of which will be considered an original, but all of which will constitute the same instrument.

8. Entire Agreement. This Second Amendment sets forth the Parties' entire understanding regarding the matters set forth above. It supersedes all prior or contemporaneous agreements, representations, and negotiations regarding those matters (whether written, oral, express, or implied) and may be modified only by another written agreement signed by all Parties. This First Amendment will control if any conflict arises between it and the Agreement.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this First Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City on _____ day of _____, 2018, and Landowner has caused this First Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

P:\City Council Meetings\6-18-18 City Council Meeting RS\2nd Reading of Ordinances for
Douglas 98 and Grantline 208\3.1 - Exhibit A to Ordinance No. 14-2018 Grantline 208 DA Second
Amendment (FINAL).DOCX

"LANDOWNER"

Lennar Homes of California, Inc.
a California corporation

2

6/13/2018 9:21 AM

Exhibit A to Ordinance 14-2018

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

2966099.1

EXHIBIT A-1**LEGAL DESCRIPTION
OF THE GL208 PROPERTY**

All that real property situated in the State of California, County of Sacramento, City of Rancho Cordova, located in the Southeast quarter of Section 10 and the North half of Section 15, Township 8 North, Range 7 East, M.D.M., being more particularly described as follows:

All of that certain parcel of land described in the Grant Deed to ARI 208, LLC, recorded on March 14, 2016 in Book 20160314, Page 1032, Official Records of Sacramento County.

TOGETHER WITH AREA A being more particularly described as follows:

Beginning at the most southerly corner of "Area 3", as described in said Grant Deed; thence from said **POINT OF BEGINNING**, along the southwesterly boundary of said "Area 3", along a non-tangent curve to the left, having a radius of 500.00 feet, the radius point of which bears South 33°51'43" West, through a central angle of 31°57'27", with an arc length of 278.88 feet to a point located on the North line of said Section 15, said point being the most easterly corner of said "Area 3"; thence along said North line, South 89°45'35" East, 41.96 feet; thence, leaving said North line, along a tangent curve to the right, having a radius of 600.00 feet, through a central angle of 23°47'00", with an arc length of 249.06 feet; thence South 33°51'43" West, 39.00 feet to the **POINT OF BEGINNING**; containing 4,798 square feet, more or less.

ALSO TOGETHER WITH AREA C being more particularly described as follows:

Beginning at the most southerly corner of "Area 1", as described in said Grant Deed; thence from said **POINT OF BEGINNING**, along the boundary of said "Area 3" and "Area 2", as described in said Grant Deed, the following three (3) courses: (1) North 37°20'37" West, 125.00 feet; (2) along a non-tangent curve to the left, having a radius of 207.00 feet, the radius point of which bears South 37°20'37" East, through a central angle of 18°47'40", with an arc length of 67.90 feet; and (3) South 33°51'43" West, 43.89 feet; thence, leaving boundary, North 24°52'15" East, 8.10 feet; thence along a tangent curve to the right, having a radius of 207.00 feet, through a central angle of 31°48'23", with an arc length of 114.91 feet; thence South 33°19'22" East, 127.52 feet to the southeasterly boundary of said "Area 3"; thence, along said southeasterly boundary, South 66°27'35" West, 1.03 feet to the **POINT OF BEGINNING**; containing 1,027 square feet, more or less.

EXCEPTING THEREFROM AREA B being more particularly described as follows:

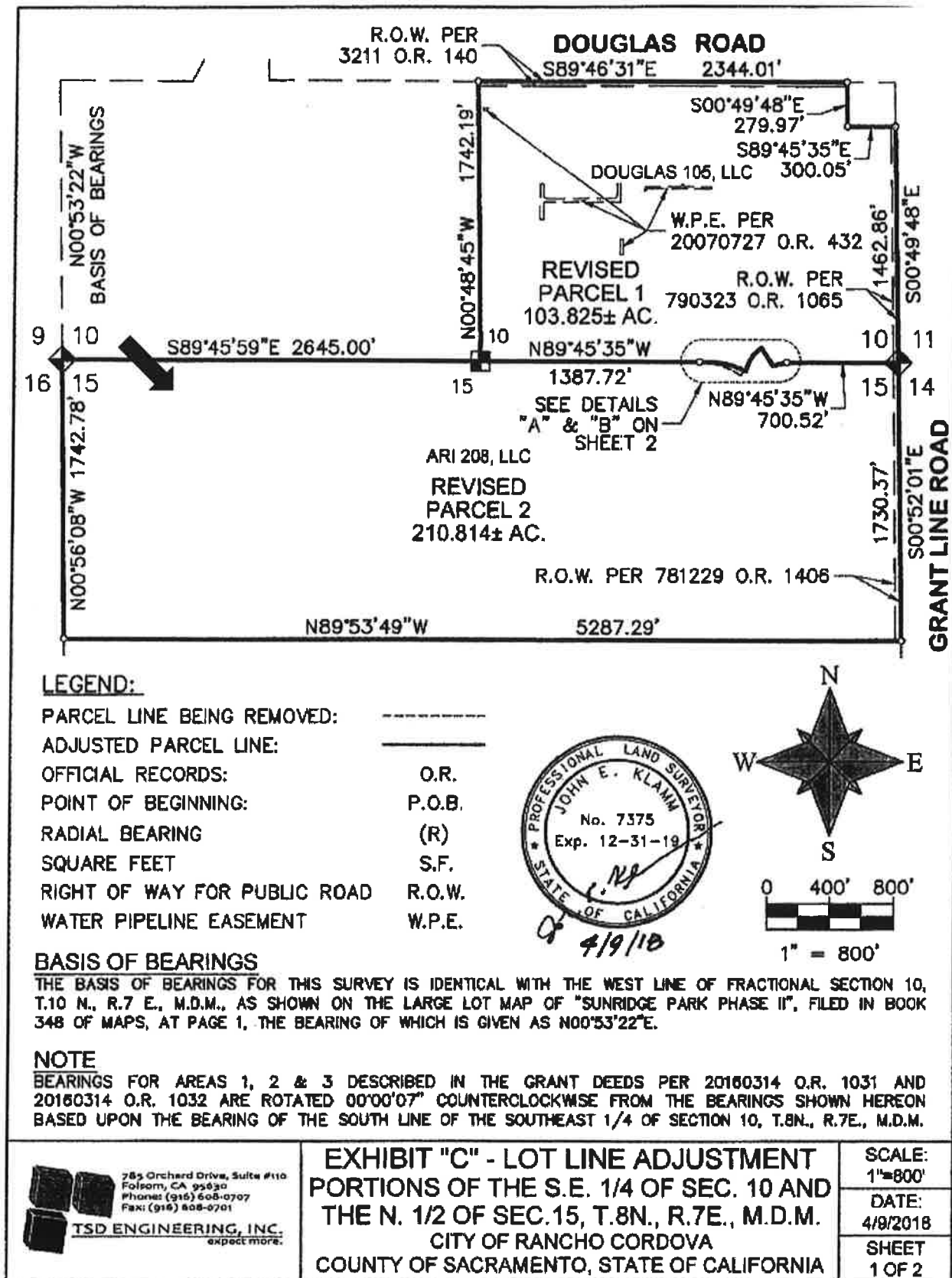
Beginning at a point location on the southeasterly boundary of "Area 3", as described in said Grant Deed, from which the most southerly corner thereof bears South 33°51'43" West, 39.00 feet; thence from said **POINT OF BEGINNING**, along said southeasterly boundary, North 33°51'43" East, 56.76 feet; thence, leaving said southeasterly boundary, South 24°52'15" West, 56.00 feet; thence along a non-tangent curve to the left, having a radius of 600.00 feet, the radius point of which bears South 24°52'15"

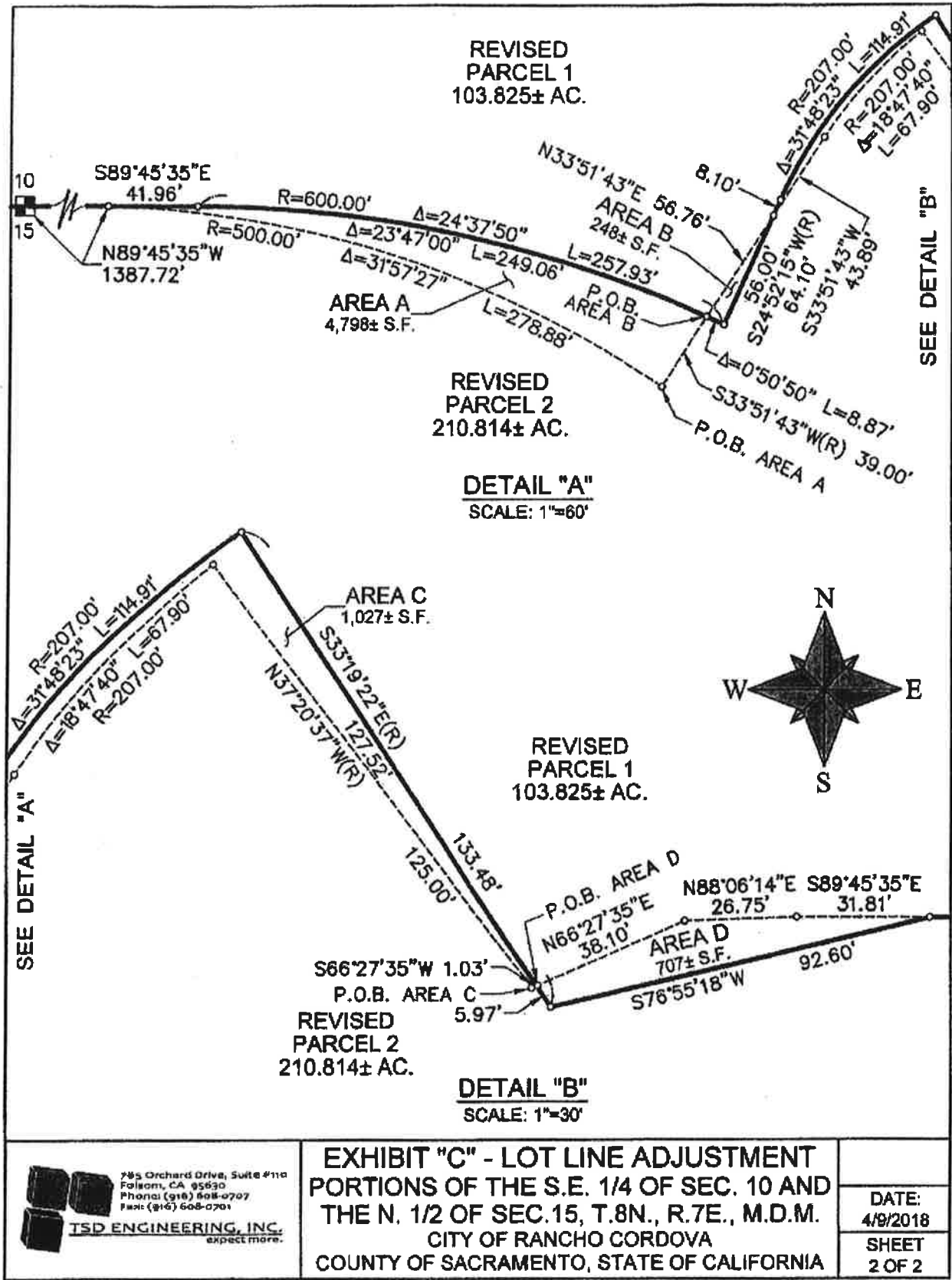
West, through a central angle of $00^{\circ}50'50''$, with an arc length of 8.87 feet to the **POINT OF BEGINNING**; containing 248 square feet, more or less.

ALSO EXCEPTING THEREFROM AREA D being more particularly described as follows:

Beginning at a point location on the southeasterly boundary of "Area 1", as described in said Grant Deed, from which the most southerly corner thereof bears South $66^{\circ}27'35''$ West, 1.03 feet; thence from said **POINT OF BEGINNING**, along said southeasterly boundary, , the following two (2) courses: (1) North $66^{\circ}27'35''$ East, 38.10 feet; and (2) North $88^{\circ}06'14''$ East, 26.75 feet to a point located on the North line of said Section 15, said point being the most easterly corner of said "Area 1"; thence, along said North line, South $89^{\circ}45'35''$ East, 31.81 feet; thence, leaving said North line, South $76^{\circ}55'18''$ West, 92.60 feet; thence North $33^{\circ}19'22''$ West, 5.97 feet to the **POINT OF BEGINNING**; containing 707 square feet, more or less.







MEMORANDUM

DATE: June 18, 2018

TO: Honorable Mayor and Council Members

FROM: Stacy Leitner, City Clerk

SUBJECT: **A RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES FOR THE 2018 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE TO BE HELD SEPTEMBER 12-14, 2018 IN LONG BEACH, CALIFORNIA**



RECOMMENDATION

Adopt Resolution No. 81-2018, designating Council Member David Sander as Voting Delegate and Vice Mayor McGarvey and Council Member Donald Terry as Voting Alternates for the 2018 Annual League of California Cities Conference Business Meeting.

RESULT OF RECOMMENDED ACTION

The Voting Delegate or Alternate will be able to represent the City by voting at the Annual Business Meeting at the League of California Cities Conference.

BACKGROUND

The 2018 Annual League of California Cities Conference is scheduled for September 12 through 14, 2018 in Long Beach, California. An important part of the Annual Conference is the Annual Business Meeting. At this meeting, the League membership considers and takes action on Resolutions that establish League policy. In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate.

ATTACHMENT

1. Resolution No. 81-2018.

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 81-2018**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, DESIGNATING A VOTING DELEGATE AND VOTING ALTERNATES FOR THE 2017 ANNUAL LEAGUE OF CALIFORNIA CITIES CONFERENCE BUSINESS MEETING

WHEREAS, the 2018 Annual League of California Cities Conference will be held September 12-14, 2018 in Long Beach, California; and

WHEREAS, in order to vote at the Annual Business Meeting, the City Council must designate its voting delegate and may designate voting delegate alternates.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that Council Member David Sander is designated as the City's Voting Delegate and Vice Mayor McGarvey and Council Member Donald Terry as the Alternate Voting Delegates for the 2018 Annual League of California Cities Conference.

BE IT FURTHER RESOLVED that the City Clerk will submit a certified copy of this Resolution to the League of California Cities by August 31, 2018.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of June, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

MEMORANDUM



DATE: June 18, 2018

TO: Honorable Mayor and Council Members

FROM: Darcy Goulart, Planning Manager

SUBJECT: INTRODUCTION AND FIRST READING OF ORDINANCE 15-2018, AN ORDINANCE AMENDING SECTIONS OF THE RANCHO CORDOVA MUNICIPAL CODE RELATED TO BUSINESS REGULATION; BINGO GAMES AND BINGO PARLORS; HEALTH AND SANITATION; ABANDONED VEHICLES; ZONING CODE; AND THE FOLSOM BOULEVARD SPECIFIC PLAN

RECOMMENDATION

Introduce and waive first reading of Ordinance 15-2018.

RESULT OF RECOMMENDED ACTION

The Ordinance would come back for a second reading and adoption at the next regular City Council meeting. Approval of Ordinance 15-2018 would amend Title 4 (Business Regulation), Chapter 4.26 Bingo Games and Chapter 4.28 Bingo Parlors; Title 6 (Health and Sanitation), Chapter 6.56 Abandoned Vehicles; Title 23 (Zoning Code), Article 1 Administration, Article 3 Zoning District, Allowable Uses, and General Development Standards, Article 9 Site Planning and Development Standards, and Article 11 Definitions of the Rancho Cordova Municipal Code; and the Folsom Boulevard Specific Plan, Chapter 2 Land Use Plan and Allowed Uses.

BACKGROUND

Upon incorporation, the City adopted the Sacramento County Municipal Code and over time has updated many sections of the code. In 2006, the City's first Zoning Code (Title 23) was adopted to replace the Sacramento County Code for local land use and development regulations. Additionally, Title 4 of the Municipal Code related to business regulations, specifically Chapters 4.26 and 4.28, has undergone amendments only to change location referenced from Sacramento County to City of Rancho Cordova. Title 6 regarding health and sanitation has also undergone small changes over time, but nothing substantial.

At the February 5, 2018 City Council meeting, the Council directed staff to prepare amendments to Title 4 to update the Bingo Game and Bingo Parlor standards to allow up to two (2) Bingo Parlors in the City. Those updates are included in these amendments.

The proposed amendments to Title 4, Title 6, and Title 23 are:

- To clarify ambiguities
- To codify prior director interpretations

- To streamline procedures
- To address local issues and concerns
- To make sure that zoning is not an obstacle to economic development

Along with the above referenced Municipal Code changes, staff is also proposing an amendment to the Folsom Boulevard Specific Plan (FBSP) to permit Bingo Parlors within an appropriate zoning area.

ANALYSIS

Attachment 3 includes all draft amendments to Title 4 Business Regulations, Title 6 Health and Safety, Title 23 Zoning Code, and the Folsom Boulevard Specific Plan. Draft amendments are shown with track changes with new draft language underlined and language proposed for removal with strike throughs. Only those chapters and/or sections with proposed changes are included in the attached documents as excerpts from the Rancho Cordova Municipal Code. A summary of the changes is provided below. As a note, **Attachment 2** includes all the codes amendments in a non-track change format. This is provided as an exhibit to the Ordinance.

Title 4, Chapter 4.26 Bingo Games

The majority of the amendments to Chapter 4.26 are necessary for consistency with State law and best management practices. The amendments don't necessarily change the outcome of how bingo games are currently being handled. The amendments just provide updated language and clarification. The two notable changes in the code are:

1. Increase of the maximum prize amount from \$250 to \$500. This is consistent with State law and what other agencies in the region allow as a maximum payout.
2. An increase in the number of bingo games per week for non-profits from one to two. Additionally, language that allowed the Chief of Police to approve additional games per week has been deleted. There was a request from a non-profit to be given an opportunity to have more than one day a week to host bingo games. Upon discussion with the Police Department, it was decided that an increase up to two games per week seemed reasonable. However, the Department didn't want to retain the discretion to consider additional games per week, as this tends to be a very ambiguous process.

Title 4, Chapter 4.28 Bingo Parlors

Similar to Chapter 4.26, amendments to 4.28 are necessary for consistency with State law and best management practices. Since Bingo Parlors were a prohibited use within the City limits, this section of the municipal code had not been reviewed or updated since incorporation. Although it may appear that there are a lot of changes to this Chapter, these changes reflect updated practices and clarification. When the City Council was asked to consider the possibility of allowing Bingo Parlors within the City, staff sought out direction on a few items. One being if the Council wanted to limit the number of bingo parlors. The Council agreed that to start off, bingo parlors would be limited to a maximum of two in the City for the first two (2) years. Therefore, the amendments reflect this direction.

Title 6, Chapter 6.56 Abandoned Vehicles

1. Section 6.56.130 - The definition of inoperative (as it related to the status of a vehicle) has been updated to also reflect how a vehicle is registered with the Department of Motor Vehicles, and not just the physical or working condition of a vehicle.
2. Section 6.56.160 – replace County code reference with the City zoning code reference number.

Title 23, Article 1 Administration

On occasion, minor changes are requested to site plans or landscape plans, without a means to formally approve these minor changes. The proposed amendments to 23.140.020 would require certain minor site or landscape plan changes to obtain a Zoning Certification. This is a minor process that often times could include an over the counter review, but will allow a way to formally review and approve the changes and establish a clear record of their approval.

Title 23, Article 3 Zoning District, Allowable Uses, and General Development Standards

Wineries, breweries and distilleries are currently addressed in the code under Artisanal and specialty manufacturing, which includes a tasting room as an ancillary use. As currently defined, the need for an Administrative Use Permit (AUP) is based upon the number of barrels or gallons produced on a yearly basis. The issue this poses, is that there is not a way to verify this information and often times, business owners aren't sure how much they will produce in the first few years of operation. If they start off small, the use is likely permitted. However, if they want to grow in the future, they would then need to obtain a discretionary permit or possibly relocate. This makes it difficult for business owners to find a suitable location and for staff to interpret the code and ensure compliance with all regulations. Planning and Economic Development worked together to come up with amendments to the code that would make it easier to interpret when one of these uses is permitted by right or requires an AUP. This includes adding building square footage as a measurement tool to determine when an AUP is needed. Amendments are also proposed to address bingo parlors as an allowed use in specific zones in the City, subject to Chapter 4.28. The amendments include:

1. Adding Bingo Parlors as a permitted use in the CMU, OPMU and OIMU zoning designation on table 23.313-1 under Special Regulated Uses.
2. Adding footnote 29 to table 23.313-1 to specify that and AUP is needed for wineries, breweries, and distilleries 20,000 square feet or larger.
3. Adding footnote 30 to table 23.313-1 to indicate that bingo parlors are regulated by RCMC 4.28 and that there is a limit to two bingo parlors in the City at any given time.
4. Adding footnote 15 to table 23.316-1 to specify that an AUP is needed for wineries, breweries, and distilleries 20,000 square feet or larger.

Title 23, Article 9 Site Planning and Development Standards

Section 23.719.130 A. has been amended to delete the reference to parking non-operative vehicles under a carport. Additionally, language has been added to be consistent with changes made to Title 6 as stated above.

Title 23, Article 11 Definitions

Section 23.1104.040 Land use definitions:

1. Modifying the definition of artisanal and specialty manufacturing, display and sales.
2. Changes the hours of operation for tasting rooms from 10 pm to 11 pm under the definition of brewery, winery, distillery and tasting room, off-site.

Folsom Boulevard Specific Plan, Chapter 2 Land Use Plan and Allowed Uses

An amendment is proposed to Table 2-2 Use Table for Mixed use Classifications to list Bingo Parlors as a permitted use in the FBSP to permit Bingo Parlors within the OIMU zone. In keeping with the vision of the plan to transform Folsom Boulevard into a safe and desirable place for new businesses to locate and people to congregate, staff has proposed adding a footnote to limit where a Bingo Parlor could locate within the plan area.

ENVIRONMENTAL ANALYSIS

CEQA requires analysis of agency approvals of discretionary “projects.” A “project,” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” (CEQA Guidelines, § 15378.) The proposed project includes discretionary amendments to the City’s Municipal Code and is a project under CEQA; but it is exempt from CEQA review as set forth below.

CEQA Guidelines section 15060(c)(2) states that a project is not subject to CEQA review where the activity will not result in a direct or reasonably foreseeable indirect physical change to the environment. CEQA Guidelines Section 15061(b)(3) states that a project is exempt from CEQA “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” The approval of the code amendments set forth in the proposed ordinance does not approve any physical development project, and it would not result in a direct or indirect physical changes in the environment. The proposed changes to Title 4, Business Regulations, Title 6, Health and Sanitation and Title 23, Zoning are to clean up inconsistencies, delete reference to old County Code sections, update regulations for consistency with State law and clarify when specific uses are permitted or require additional discretionary review. Any specific development projects that may result from these changes will be subject to environmental review. Amendments to the Folsom Boulevard Specific Plan are proposed to list Bingo Parlors as a permitted use in the OIMU zone within the boundaries of the specific plan. The proposed amendments are consistent with the City’s General Plan. For these reasons, the proposed amendments would not have the potential to result in individually or cumulatively significant effects on the environment and these Municipal Code amendments are exempt from review under CEQA and no further environmental review is necessary.

FISCAL IMPACT

There is no anticipated fiscal impact of the proposed action on City finances.

ATTACHMENTS

1. Ordinance 15-2018 Municipal Code Amendments
2. Exhibit A of Ordinance 15-2018 Municipal Code Amendments
3. Draft Amendments in track change format

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

AN ORDINANCE OF THE CITY COUNCIL OF RANCHO CORDOVA, STATE OF CALIFORNIA, AMENDING TITLE 4 (BUSINESS REGULATION), CHAPTER 4.26 BINGO GAMES AND CHAPTER 4.28 BINGO PARLORS; TITLE 6 (HEALTH AND SANITATION), CHAPTER 6.56 ABANDONED VEHICLES; TITLE 23 (ZONING CODE), ARTICLE 1 ADMINISTRATION, ARTICLE 3 ZONING DISTRICT, ALLOWABLE USES, AND GENERAL DEVELOPMENT STANDARDS, ARTICLE 9 SITE PLANNING AND DEVELOPMENT STANDARDS, AND ARTICLE 11 DEFINITIONS OF THE RANCHO CORDOVA MUNICIPAL CODE; AND THE FOLSOM BOULEVARD SPECIFIC PLAN, CHAPTER 2 LAND USE PLAN AND ALLOWED USES

THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:

Section 1. Purpose and Declarations.

WHEREAS, the City conducts periodic updates of the provisions of the Municipal Code to ensure compliance with current laws, changes in local policy, consistency with adopted plans and programs, clarify ambiguities, address changing market conditions, reflect best practices, and to address issues or concerns with current regulations; and

WHEREAS, certain amendments to the Title 4 (Business Regulation), Chapter 4.26 Bingo Games and Chapter 4.28 Bingo Parlors are necessary to update the code to reflect current standards outlined in State law; and

WHEREAS, certain amendments to the Title 6 (Health and Sanitation), Chapter 6.56 Abandoned Vehicles are necessary to delete outdated references to Sacramento County Codes; and

WHEREAS, certain amendments to the Title 23 (Zoning), Articles 1, 3, 9 and 11 are necessary to reflect best management practices and eliminate ambiguities in the code; and

WHEREAS, certain amendments to the Folsom Boulevard Specific Plan are necessary to include Bingo Parlor as a listed use in the land use table of Chapter 2; and

WHEREAS, on June 18, 2018 the City Council held a properly noticed public hearing for this Ordinance and considered all oral and written testimony.

Section 2: Findings. The City Council hereby finds:

A. **CEQA Compliance.** CEQA requires analysis of agency approvals of discretionary "projects." A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." (CEQA Guidelines, § 15378.) The proposed project includes discretionary amendments to the City's Municipal Code and is a project under CEQA; but it is exempt from CEQA review as set forth below.

CEQA Guidelines section 15060(c)(2) states that a project is not subject to CEQA review where the activity will not result in a direct or reasonably foreseeable indirect physical change to the

ATTACHMENT 1

environment. CEQA Guidelines Section 15061(b)(3) states that a project is exempt from CEQA “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” The approval of the code amendments set forth in the proposed ordinance does not approve any physical development project, and it would not result in a direct or indirect physical changes in the environment. The proposed changes to Title 4, Business Regulations, Title 6, Health and Sanitation and Title 23, Zoning are to clean up inconsistencies, delete reference to old County Code sections, update regulations for consistency with State law and clarify when specific uses are permitted or require additional discretionary review. Amendments to the Folsom Boulevard Specific Plan are proposed to list Bingo Parlors as a permitted use in the OIMU zone within the boundaries of the specific plan. The proposed amendments are consistent with the City’s General Plan. For these reasons, the proposed amendments would not have the potential to result in individually or cumulatively significant effects on the environment and these Municipal Code amendments are exempt from review under CEQA and no further environmental review is necessary.

B. The proposed amendment is consistent with the General Plan. The attached Municipal Code Amendments (“Amendment”) are consistent with the General Plan. The amendments would clean up inconsistencies, delete reference to old County Code sections, update regulations for consistency with State law and clarify when specific uses are permitted or require additional discretionary review. The amendments would not have any conflicts with existing General Plan goals and policies.

C. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The attached amendment is focused on reflecting best practices and new market conditions while ensuring land use compatibility. None of these proposed amendments will be detrimental to the public interest, health, safety, convenience, or welfare of the City as they implement state law, reflect best practices, streamline procedures, clear up ambiguities, and incorporate select new uses in a manner to ensure land use compatibility.

D. The proposed amendments are internally consistent with other applicable provisions of this zoning code. The Amendments have been reviewed for consistency with the entirety of the Municipal Code and is consistent with other applicable provisions of the Municipal Code.

Section 3. Amendments to Title 4 Business Regulations

The City Council hereby adopts the amendments to Chapter 4.26 Bingo Games and Chapter 4.28 Bingo Parlors of Title 4 of the Rancho Cordova Municipal Code (Business Regulations), as shown and incorporated in **Exhibit A** to this ordinance.

Section 4. Amendments to Title 6 Health and Sanitation

The City Council hereby adopts the amendments to Chapter 6.56 Abandoned Vehicles of Title 6 of the Rancho Cordova Municipal Code (Health and Sanitation), as shown and incorporated in **Exhibit A** to this ordinance.

Section 5. Amendments to Title 23 Zoning

ATTACHMENT 1

The City Council hereby adopts the amendments to Article 1, Article 3, Article 9 and Article 11 of Title 23 of the Rancho Cordova Municipal Code (Zoning), as shown and incorporated in **Exhibit A** to this ordinance.

Section 6. Amendments to the Folsom Boulevard Specific Plan

The City Council hereby adopts the amendments to the Folsom Boulevard Specific Plan, Chapter 2 Land Use Plan and Allowed Uses, as shown and incorporated in **Exhibit A** of this ordinance.

Section 7. Severability

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

Section 8. Effective Date

Within fifteen (15) days after adoption, a Summary of this Ordinance shall be published once in the Grapevine Independent, or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its inception.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

Rancho Cordova

Municipal Code and Folsom Boulevard Specific Plan Amendments

June 2018

**ATTACHMENT 2
EXHIBIT A TO ORDINANCE 15-2018**

Note to Reader: Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (*)**.

Title 4 Business Regulation

Chapter 4.26 Bingo Games

ATTACHMENT 2
EXHIBIT A TO ORDINANCE 15-2018

Chapter 4.26

BINGO GAMES

Sections:

- 4.26.000 Statement of purpose.
- 4.26.005 Bingo prohibition.
- 4.26.010 Definitions
- 4.26.015 Limitation of Bingo Game Prizes
- 4.26.020 Membership Requirement
- 4.26.025 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 Card Minder Equipment
- 4.26.168 Conduct of Bingo Games.
- 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.

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

ATTACHMENT 2
EXHIBIT A TO ORDINANCE 15-2018

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.

4.26.010 Definitions

A. "Bingo," as used in this chapter, means a game of chance in which prizes are awarded on the basis of designated numbers or symbols that are marked or covered on a tangible card in a player's possession that conform to numbers or symbols selected at random and announced by a live caller.

B. Pulltabs. 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.

C. Cards. Card refers to a cardboard or paper card. It is permissible for a "card" to be a sheet of paper with multiple card faces pre-printed on it. All cards, including pulltabs, shall be preprinted prior to the point of sale and bear the legend as follows: "for sale or use only in a bingo game authorized under California law and pursuant to local ordinance."

D. Card Minders. The game of bingo includes the use of a bingo card minder 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 California Penal Code Section 326.5(p) and Section 4.26.167(B) of this chapter.

E. Session. A bingo session shall not exceed six hours in duration. A session may consist of only live called games and the sale of pull tabs. A session begins when the first game starts by drawing the first random number and ends when the winning card or cards are identified for the final scheduled game of the session.

F. "Security" means 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.

G. 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 Limitation of Bingo Game Prizes

A. The total value of prizes awarded during the conduct of any bingo game shall not exceed five hundred dollars (\$500.00) in cash or kind, or both, for each separate game which is held. A bingo game begins when the first number is drawn and ends when the winning card or cards is identified and verified.

B. 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

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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].

4.26.020 Membership Requirement.

A. 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.

B. 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].

4.26.025 Prohibition of member participation in staffing bingo games.

. 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:

A. 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

B. Has done any act involving dishonesty, fraud or deceit with intent to substantially benefit him or herself, or another, or substantially injure another; and

C. 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.

D. Is an agent, employee, servant, contractor, subcontractor or consultant of any bingo supplier or bingo parlor operator or has received or accepted any sort of salary, compensation, gratuity, consulting fee or any other thing of value in any form, in any amount, from a bingo supplier or bingo parlor operator in the prior three years. This prohibition extends to all volunteers or members whose immediate family members, including spouses, parents, children or siblings, by blood or affinity, have received employment or compensation from any bingo supplier or bingo parlor operator.

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 23701i of the Revenue and Taxation Code, mobile home park associations, school districts 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,

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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].

4.23.036 Necessary Additional Criteria for Organizations to be Deemed Eligible to Conduct the Game of Bingo

Those organizations that meet the criteria detailed in Section 4.26.035 may conduct the game of Bingo provided that:

- A. The total net proceeds or profits arising from the conduct or operation of such bingo games are used solely for the promotion or achievement of the purposes of such organizations;
- B. No part of the net proceeds or profits arising from the conduct of the game inures to the benefit of any private shareholder or individual;
- C. The applicant organization is able to show an established pattern of fund-raising activity for bona fide charitable purposes, with a corresponding established pattern of expending funds raised for charitable purposes;
- D. That the charitable organization was not established primarily for the purpose of conducting bingo games;
- E. That the charitable organization was not established primarily for the purpose of conducting the game to generate expenses associated with the conduct of the bingo game; and
- F. That no charitable organization allows or permits any individual partnership corporation or other entity to utilize the name of the charitable organization for the purpose of conducting or promoting the bingo game.

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 ten (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;

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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. A detailed summary, showing all sources and amounts of income and expenditures including the amounts, recipients and the purpose for which the expended funds were used, for a period of not less than one year prior to the dates of the application; and

I. A detailed statement, describing the accommodations and auxiliary aids and services, which comply with this chapter and Section 326.5 of the Penal Code, that will be provided by the applicant during its bingo sessions to enable the play of bingo by those individuals with disabilities;

J. 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 ten (10) days of such designation file a new statement containing all of the data specified in this section.

No person meeting the definition under Section 4.26.025(D) of this chapter may serve as bingo manager. [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 Section 4.10.040 of Chapter 4.10 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;

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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 or one of its officers, managers or board members holds a current license under RCMC Chapter 4.28 or 4.29 or an officer, manager or member of the governing board of the applicant or an immediate family member of a manager, officer or member of the governing board is an employee, agent, contractor, subcontractor or consultant for a bingo supplier or bingo parlor operator or has received a salary, compensation, gratuity or anything of value in any amount from a bingo supplier or bingo parlor operator or any agent thereof within the prior three years. [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].

4.26.070 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 twenty (20) percent of the proceeds before the deduction for prizes, or two thousand dollars (\$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 two thousand dollars (\$2,000) per month, the Twenty (20) percent limitation shall be applied annually at the conclusion of each twelve (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 twelve (12) months of each licensee's operation.

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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 subsection (A) of Section 4.26.075 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].

4.26.085 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 thirty (30) days of the invoice date or ten (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 thirty (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.

C. Financial interest includes any salary, compensation, gratuity; or any payment or gift of any value from any bingo supplier or bingo parlor operator; or any agents thereof to any licensee officer, manager, governing board member; or any member of the licensee organization or its volunteers during the prior three years [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].

4.26.095 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 (2-1/2) by three and one-half (3-1/2) 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; and to any occupancy conditions included on any applicable use permit or county issued license authorizing the activity on the property on which the activity is located.

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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].

4.26.110 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 exceeds five hundred dollars \$500.00 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 eighteen (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].

4.26.120 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. No licensee shall conduct bingo outside of the hours of its authorized sessions.

B. No bingo licensee shall conduct more than two (2) bingo sessions per week.

4.26.125 Location restriction.

A. Notwithstanding the permission contained in a special business license pursuant to Section 4.26.105, and notwithstanding any provision of Chapter 4.10 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 Section 4.28.010 contained in Chapter 4.28, 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 of Chapter 4.10 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:

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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].

4.26.140 Conducting bingo games after temporary suspension or suspension.

Any person who continues to conduct a bingo game after temporary suspension pursuant to Section 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 Section 4.10.145 of Chapter 4.10, 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].

4.26.165 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 Card Minder 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 player-operated machines, devices, or equipment that is computerized, electronic, or mechanical or which employs a video display, in a bingo game;
2. Store, maintain or display on the premises the organization uses for its bingo activities, any computerized, electronic or mechanical device or any device which utilizes or employs video display, which is used for the play of bingo or any other gaming device, including, but not limited to, those used to conduct, sweepstakes, raffles, or lotteries.

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B. Card Minders.

1. Purpose. The purpose of this subsection is not to permit the use of all electronic bingo aids in bingo. The purpose is to permit the bingo licensee to use a bingo card minder on the conditions and specifications set forth in this California Penal Code Section 326.5(p), regulations established by the California Gambling Control Commission and this subsection.
2. Prohibition on Electronic Devices. Electronic or video displays shall not be used in connection with the game of bingo, including card minders, except in connection with the caller's drawing of numbers or symbols and the public display of that drawing, and except as provided in Penal Code Section 326.5(p), the provisions of this chapter, City of Rancho Cordova administrative regulations adopted pursuant to this chapter, State of California, Federal law or administrative rule or regulation, as they may be added or amended from time to time.
3. Players utilizing card minders must be physically present at a live called bingo game.
4. Description. Card minders are hand held portable devices used to assist players in monitoring the numbers or symbols announced by a live caller as those numbers are called in a live game.
5. Requirements. A card minder shall do all of the following:
 - a. Be capable of storing in the memory of the device bingo faces from tangible cards purchased by a player;
 - b. Provide a means for bingo players to input manually each individual number or symbol announced by a live caller;
 - c. Compare the numbers or symbols entered by the player to the bingo faces previously stored in memory for the device;
 - d. Identify winning bingo patterns that exist on the stored bingo faces.
6. Prohibitions. A card minder shall neither perform a function involving the play of the game other than those described in subsection (B)(5) of this section, nor do any of the following:
 - a. Be capable of accepting or dispensing any coins, currency or other representative of value or on which value has been encoded;
 - b. Be capable of monitoring any bingo card face other than the faces of the tangible card or cards purchased by the player for that game;
 - c. Display or represent the game result through any means including, but not limited to, video or mechanical reels or other slot machine or casino game themes, other than highlighting the winning numbers or symbols marked or covered on the tangible bingo cards or giving an audio alert that the player's card has a prize winning pattern;
 - d. Determine the outcome of any game or be physically or electronically connected to any other bingo equipment, including, but not limited to, the ball call station, or to any card other card minding device. No other player-operated or player-activated electronic or electromechanical device or equipment is permitted to be used in connection with a bingo game.
7. Requirements for Chief of Police's Approval. No card minder device may be used or operated by any bingo licensee without prior approval from the Chief of Police. The Chief of Police shall determine the maximum number of bingo cards that may be loaded into a player operated unit or component of a bingo card minder during a bingo game, but such number shall in no event exceed one hundred forty-four (144) bingo card faces.
8. Notwithstanding any other provisions of this chapter, no card minder device may be approved by Chief of Police, or operated by any licensee or player unless said card minding device has received prior approval from the California Gambling Control Commission, as described in [Penal Code](#) Section 326.5(p)(3)(A). Any

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proposed material change to the device, including change to the software used by the device, must be approved by the commission prior to its implementation.

9. All card minders must be operated and played in compliance with any and all regulations adopted for the use of the devices by the Commission on Gambling Control as described in [Business and Professions Code](#) Section 19850.6 and any other applicable provisions of law.

10. The costs for any testing, certification, license or determination shall be borne by the person or entity seeking it.

11. The bingo card minder is not to alter the bingo cards.

12. The player shall have in their possession the pre-printed bingo cards with configurations that were sold to the player by the bingo licensee for use with the bingo card minder that correspond exactly to such bingo card configurations loaded into the bingo card minder.

13. Players shall manually input or daub numbers called by the bingo licensee into the individual player operated units or components of the bingo card minder; automatic daubing shall not be permitted.

14. Verification by the bingo licensee of a winning combination shall not be made solely on the bingo card minder, but may be verified by using the paper or cardboard card. Players shall notify the game operator or caller of a winning pattern of bingo.

15. The bingo card minder, including the individual player operated units or components of the bingo card minder, shall be enabled for play solely by the bingo licensee; and, only on the premises where the games are conducted. The bingo card minder shall be loaded by the bingo licensee. All individual player operated units or components of the bingo card minder shall be rented or otherwise provided to a player solely by the bingo licensee.

16. Prior to giving physical possession of the individual player operated unit or component of the electronic bingo card minder to the player, the bingo licensee shall receive payment from the player for the number of games requested by the player that are loaded into the bingo card minder.

17. The bingo licensee shall at the time of payment issue to the player: an individual player operated unit or component of the bingo card minder and a receipt indicating, the amount paid, the number of cards and games sold to the player and activated in the bingo card minder.

18. Only one player operated unit or component of an electronic bingo card minder may be used by a bingo layer during a bingo game.

19. Each player electing to use the bingo card minder shall have an equal opportunity to do so. The bingo licensee shall distribute each player operated unit or component of the electronic bingo card minder for play on a random basis; first come, first served. No particular player operated unit or component of the bingo card minder shall be reserved for any player.

20. Only a bingo supplier licensed by Chapter [4.29](#) of this title may remove the bingo card minder from the premises where the games are conducted. Removal may be for repair or for use by another organization licensed by Chapter [4.26](#) to conduct bingo. A record shall be maintained by the bingo licensee of: all bingo card minders 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 bingo card minder.

21. Accounting records pertaining to bingo card minders, including the internal accounting system of the bingo card minder shall be retained as prescribed by Section 4.26.080 of this chapter.

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22. The bingo licensee shall not conduct bingo games where a player is required to use a bingo card minder. During all games, the use of a bingo card minder 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 a bingo card minder.

23. The bingo licensee shall require a player electing to use a bingo card minder to purchase no less than the licensee's minimum number buy-in of bingo cards for use without a bingo card minder.

24. The player operated units or components of the bingo card minder in possession of the players shall not have the capability to print and shall not print configurations of the bingo cards.

25. The bingo card minder including related circuitry shall be sealed and secured in order to prevent unauthorized removal, additions, changes, or other alterations to the data within such bingo card minder.

26. The Chief of Police may, upon demand, examine and inspect the bingo card minder, or any player operated unit or component of the bingo card minder, 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 bingo card minder, player operated units or components of the bingo card minder, and inspection of all associated parts and systems, as applicable; and, may involve the immediate removal of the bingo card minder, player operated units or components of the bingo card minder, or related system or parts, as applicable, from the game premises for further testing.

27. If, at any time, the Chief of Police detects or discovers any malfunction with a bingo card minder, or any player operated unit or component of the electronic bingo card minder, 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 bingo card minder or a player operated unit or component of the bingo card minder, as applicable, immediately. The bingo licensee shall comply immediately with such order.

28. If the bingo licensee detects or discovers any malfunction or any problem or occurrence with the bingo card minder, or the player operated unit or component of the bingo card minder, that affects the security or the integrity of the bingo game or such equipment, the bingo licensee shall cease immediately the use of the bingo card minder or affected player operated unit or component of the bingo card minder, 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].\

4.26.168 Conduct of Bingo Games.

- A. With the exception of the sale of individual pull-tabs, only live called bingo games may be played during a session.
- B. A minimum of two players per game is required.
- C. The winning pattern or arrangement must be known and announced before the game begins.
- D. Players must obtain a card before numbers for an individual game are drawn.

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- E. A game begins when the first number is drawn. A game ends when a winning card or cards is identified and verified.
- F. The numbers used in the game must be randomly drawn or determined from a nonreplaceable pool of seventy-five (75) numbers. Numbers drawn must be random as to the entire pool.
- G. The numbers randomly drawn must be used in real time and not stored for later use.
- H. Selected numbers are used in the sequence in which they are drawn.
- I. Players must cover or daub after each release in order to achieve any winning pattern, except that a player may later cover or daub numbers or symbols slept (as defined in subsection (M) of this section) following a previous release (“catch up”) for use in obtaining the game-ending pattern. The game winning pattern cannot be achieved in a single ball release, thus requiring that players participate in the contest to be the first to cover the winning pattern.
- J. All players must have the same opportunity to cover or daub to reflect their participation in a common game. To cover or daub a player in a game must take overt action after numbers are released. Bingo card minders may not include a feature whereby covering or daubing after a release occurs automatically or without overt action taken by the player following the release.
- K. The random number draw for each game must continue until a winner is determined. Each game must have a winning player and a game-winning prize must be awarded in every game. All prizes in a game must be awarded based on the outcome of the game of bingo and may not be based on events outside the selection and covering of numbers or symbols used to determine the winner in the game and the action of the competing players to cover the pre-designated winning patterns.
- L. The game must be won by the first player or group of players who obtain a pre-designated winning pattern and who covers or daubs the numbers yielding that winning pattern.
- M. If a player sleeps the game-ending pattern, the game must continue until a player subsequently obtains and covers or daubs and claims the game-ending prize. To “sleep” or to “sleep a bingo” means that a player fails, within a certain time allowed by the game: (1) to cover or daub the previously released numbers or other symbols on that player’s card(s) constituting a game-winning or game-ending pattern or other pre-designated winning pattern, or (2) to claim the prize to which the player is entitled; having covered or daubed a previously designated winning pattern thereby resulting in the forfeiture of the prize to which the player would otherwise be entitled.
- N. Consolation, secondary or interim prizes are permissible if the award of the prize is made on the basis of designated numbers or symbols on a tangible card that conforms to numbers or symbols selected at random and the award of these prizes is based on the play of bingo in the same manner as for the game ending pattern. For purposes of this provision, a consolation, secondary, interim prize pattern shall constitute a separate game as that term is used in California [Penal Code](#) Section 326.5(n). Interim prizes cannot exceed the statutory maximum for a single prize.
- O. Regardless of the buy-in level, all players must play for the same game ending patterns.
- P. Prizes for any game cannot exceed a total of five hundred dollars (\$500.00).
- Q. Players utilizing card minders must have in their possession paper cards that have been loaded into the card minder.

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- R. Bingo card minders may not receive or disperse cash or coin. Player buy-ins and prize amounts must be received and dispersed at a common point of sale(s).
- S. A hardcopy of bingo patterns and prize amounts must be available to all players.
- T. At the conclusion of each game, the numbers drawn must be returned to the pool for re-use in the next game. Drawn numbers cannot be stored for use in a later game.
- U. There is to be no co-mingling of bingo with other forms of gaming or with any activity which involves the award of prizes or payouts, such as lotteries, sweepstakes or raffles. The only activities which may take place during a bingo session are live called games, and the sale of pulltabs, which may start one half hour prior to the first draw of the first number of the first live called game. Pulltab sales must cease upon the determination of the winning player(s) in the final scheduled game of a session.
- V. No bingo manager, security employee or volunteer for that session shall participate as a player in the play of any bingo game, except that a licensee manager or volunteer may assist a player in the play of that player's cards, or in the use of a card minder, as described in Section 4.26.167(b) of this chapter, as part of an accommodation or auxiliary aid, provided that assistance does not involve or require the use of a computerized, mechanical or electronic device other than a card minder as authorized by Section 4.26.167(B).
- W. Prior to providing the prize or payout for any winning bingo card or pulltab, valued at fifty dollars (\$50.00) or more, the licensee shall document the identity of the winning player and verify that player's identity with a photographic identification. No payout of fifty dollars (\$50.00) is to be provided unless that player provides the required identification and the payout is documented. The licensee is to record the identification of the winning player, the amount(s) paid out and the session date and time of the payout. All records of payouts are to be maintained and submitted at the time of any and all audits or examinations as required or authorized by this chapter or any Sacramento County Bingo Regulations. (SCC 1622 § 8, 2018; SCC 1403 § 21, 2008.)

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

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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].

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Note to Reader: Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (*)**.

Chapter 4.28 Bingo Parlors

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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 Operation Limitations
- 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.

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].

4.28.015 Definitions – Bingo.

“Bingo,” as used in this chapter, shall be deemed to mean a game of chance as specifically defined in Chapter 4.26, Section 4.26.010A. [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 Chapter 4.26, Section 4.26.010E.. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 2, 1996; SCC 0992 § 7, 1995].

4.28.020 License required.

A. No more than two (2) bingo parlors shall be permitted to operate within the limits of the City of Rancho Cordova at any given time. The RCMC, Chapter, 23.313, Section 23.313, Table 23.313-1 designates the zoning districts where a bingo parlor may operate once a license is obtained.

B. 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

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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].

4.28.030 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, California Penal Code Section 326.5., 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 or any officer, manager, representative, employee, consultant, contractor, subcontractor or consultant or any immediate family member, defined as parent, child, or sibling by blood or affinity, is presently serving, or in the prior three years has served as a manager, officer, member of a governing board or volunteer for any bingo licensee or bingo supplier or received any salary, compensation, gratuity, gift or anything of value in any amount from any bingo licensee or bingo supplier. [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].

4.28.045 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.

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E. That the applicant or any member of the applicant's immediate family defined as parent, child, spouse, or sibling by blood or affinity is affiliated with any person or entity which holds a current license under RCMC Chapter 4.26 or 4.29 or is presently, or in the prior five years has served as a manager, officer, member of a governing Board or volunteer for any bingo licensee or bingo supplier or received any salary, compensation, gratuity, gift or anything of value in any amount from any bingo licensee or bingo supplier. [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 may 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].

4.28.060 Operation Limitations.

A. 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.

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B. A bingo parlor may only be open for bingo activities during the periods of time which coincides with a scheduled session of a charitable organization licensed pursuant to Chapter 4.26.

C. No gaming activity, other than bingo, as authorized and described in Chapter 4.26 and California Penal Code Section 326.5 may be conducted at any time in any building or structure licensed as a bingo parlor. This prohibition includes, but is not limited to sweepstakes, raffles and lotteries.

D. No computerized, electronic or mechanical gaming or bingo devices, or any device utilizing a video display screen, other than card minding devices authorized under Section 4.26.167(b) of this chapter and Penal Code Section 326.5(p) may be stored, maintained, or displayed in any building or structure licensed as a bingo parlor or in any room or structure adjacent to the bingo parlor which is immediately accessible to 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].

4.28.070 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 RCMC, Chapter 4.26 ;

B. The licensee absorbs, assumes, shares or otherwise participates in the losses or profits of any bingo game conducted by any organization licensed under RCMC Chapter 4.26 ; or

C. The licensee maintains an accounts receivable for an organization licensed under RCMC Chapter 4.26 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.

D. The licensee provides, or in the prior five years has provided, a salary, compensation, gratuity, consulting fee, gift or anything of value in any amount, except for the usage of the bingo parlor pursuant to a contract for consideration approved by the Chief of Police pursuant to Section 4.28.025(a) of this chapter to any officer, manager, volunteer or member of the governing board of any charitable organization licensed to conduct bingo pursuant to Chapter 4.26. [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

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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 twenty-four (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].

4.28.100 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].

ATTACHMENT 2
EXHIBIT A TO ORDINANCE 15-2018

Note to Reader: Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (***)

Title 6 Health and Sanitation

Chapter 6.56

Abandoned Vehicles

**ATTACHMENT 2
EXHIBIT A TO ORDINANCE 15-2018**

Chapter 6.56

ABANDONED VEHICLES

6.56.130 Definitions – Inoperative.

“Inoperative” shall mean the condition of a vehicle which is physically incapable of working, functioning, or otherwise operating to produce its designed effect or vehicles that are Certified as Non-Operation or Planned Non-Operation Certified with the California Department of Motor Vehicles. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 730 § 2, 1988; SCC 1 § 11 (part) 1970; SCC 1061 § 13, 1969].

6.56.160 Application of chapter – Exceptions.

A. This chapter shall not apply to any vehicle or part thereof which is either:

1. Completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property; or
2. Stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler, licensed vehicle dealer, or a junk yard; or
3. Stored upon private property in the manner authorized by RCMC 23.719.130.

B. The exceptions provided by this section shall not be construed to authorize the maintenance of a public or private nuisance, as such nuisance may be defined under any provisions of law other than Chapter 10 (commencing with Section 22650) of Division 11 of the Vehicle Code. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 730 § 2, 1988].

**ATTACHMENT 2
EXHIBIT A TO ORDINANCE 15-2018**

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Title 23 Zoning Code

Article 1 Administration

ATTACHMENT 2
EXHIBIT A TO ORDINANCE 15-2018

Chapter 23.140

MINOR DESIGN REVIEW

23.140.020 Applicability.

B. Exemptions. The following structures and improvements are exempt from minor design review. However, such structures may require additional permits, such as a use permit or building permit, to ensure compliance with adopted building code standards and applicable zoning code provisions.

1. A single-family custom home on a lot that is consistent with existing zoning.
2. An addition to a single-family residential home that is consistent with existing zoning.
3. Parcel map for a single-family residence.
4. Expansions of existing nonresidential buildings or structures less than 1,000 square feet in size.
5. Accessory structures consistent with provisions of Chapter 23.734 RCMC (Accessory Structures).
6. Repairs and maintenance of site improvements or structures that do not add to, enlarge, or expand the area occupied by the land use or the floor area of the structure and do not significantly alter the appearance of site improvements or structures.
7. Interior alterations that do not increase the gross floor area within the structure or change/expand the permitted use of the structure.
8. Accessory dwelling units subject to California Government Code Section 65583.1.
9. Construction, alteration, or maintenance by a public utility or public agency of underground or overhead utilities intended to service existing or nearby approved developments (e.g., water, gas, electric, or telecommunication supply or disposal systems, including wires, mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, hydrants, water tanks, and similar facilities and equipment). [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A)].

C. The following Exemptions require a Zoning Certification (Chapter 23.113) prior to any changes.

1. Changes to site plan elements that are not specifically required by this code (e.g., decorative elements and landscaping that are not specifically required by the code).
2. Public art programs, projects, and improvements to existing sites, structures, utilities, and infrastructure authorized by council or designee.
3. Change to site plan elements that are specifically required by this code but do not significantly alter the design or function of the site plan.

**ATTACHMENT 2
EXHIBIT A TO ORDINANCE 15-2018**

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Article 3 Zoning District, Allowable Uses, and General Development Standards

ATTACHMENT 2
EXHIBIT A TO ORDINANCE 15-2018

Chapter 23.313

MIXED-USE ZONING DISTRICTS

Table 23.313-1: Allowed Use and Permit Requirements for Mixed-Use Districts

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Industrial, Manufacturing, and Processing Uses									
Agricultural Products Processing	N	N	N	N	C	N	N	N	
Artisanal and Specialty Manufacture, Display, and Sales	N	P	P	P	P	P	P	P	
Brewery, Winery, Distillery	N	p ²⁹	p ²⁹	p ²⁹	p ²⁹	p ²⁹	p ²⁹	p ²⁹	
Manufacturing, Major	N	N	N	N	C ¹⁴	N	N	N	
Manufacturing, Minor	N	N	N	P	P	N	N	N	
Manufacturing, Small Scale	N	P	P	P	P	P	N	N	
Printing and Publishing	N	C	C	P	P	N	N	N	
Recycling Facility, Processing	N	N	N	N	C	N	N	N	
Recycling Facility, Scrap and Dismantling Facility	N	N	N	N	C	N	N	N	
Research and Development	N	N	P	P	P	N	N	N	
Storage, Personal Storage Facility	N	N	N	C ²⁷	p ²⁷	N	N	N	Chapter 23.915 RCMC
Storage, Warehouse	N	N	N	P	P	N	N	N	
Storage, Yards	N	N	N	p ¹⁴	p ¹⁴	N	N	N	
Wholesaling and Distribution	N	N	N	p ¹⁴	p ¹⁴	N	N	N	
Special Regulated Uses									
Bingo Parlors	N	p ³⁰	p ³⁰	p ³⁰	N	N	N	N	RCMC 4.28
Card Rooms	N	P	C	C	C	N	N	N	RCMC 23.919.020
Check Cashing Businesses	N	P	N	N	N	N	N	N	RCMC 23.919.030
Massage Parlors, Massage Establishments	N	p ²⁸	N	N	N	N	N	N	Chapter 4.33 RCMC
Pawnshops	N	P	N	N	N	N	N	N	RCMC 23.919.040
Recycling Facility, Collection Facility	N	C	C	C	P	C	C	C	RCMC 23.919.050
Sexually Oriented Businesses	N	N	N	N	P	N	N	N	RCMC 23.919.060
Smoke Shops	N	P	N	N	C	N	N	N	RCMC

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Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
									23.919.070
Tattoo Parlors	N	P	N	N	N	N	N	N	RCMC 23.919.080
Thrift Stores	N	P	N	AUP	AUP	N	N	N	RCMC 23.919.090

Notes:

29. Over 20,000 square feet requires an Administrative Use Permit.

30. Bingo Parlors are regulated by RCMC Chapter 4.28. The City has a limit of no more than two (2) Bingo Parlors in the City limits at any given time.

[Ord. 5-2017 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 3-2017 § 3 (Exh. A); Ord. 1-2016 § 4; Ord. 15-2015 §§ 2, 3; Ord. 8-2015 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.5.030)].

ATTACHMENT 2
EXHIBIT A TO ORDINANCE 15-2018

Chapter 23.316

GENERAL COMMERCIAL AND INDUSTRIAL ZONES

**Table 23.316-1: Allowed Use and Permit Requirements for
General Commercial and Industrial Zoning Districts**

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Industrial, Manufacturing, and Processing Uses				
Agricultural Products Processing	N	C	P	
Artisanal and Specialty Manufacture, Display and Sales	P	AUP	AUP	
Brewery, Winery, Distillery	N	p ¹⁵	p ¹⁵	
Junk Tire Facility	N	N	P	RCMC 23.916.020
Manufacturing, Major	N	AUP ²	P	
Manufacturing, Minor	N	p ²	P	
Manufacturing, Small Scale	P	p ²	P	
Printing and Publishing	N	P	P	
Recycling Facility, Processing	N	AUP	P	
Recycling Facility, Scrap and Dismantling Facility	N	N	C	
Research and Development	N	P	P	
Storage, Personal Storage Facility	N	p ^{2, 13}	p ¹³	Chapter 23.915 RCMC
Storage, Warehouse	AUP	p ²	P	
Storage, Yards	N	N	p ²	
Wholesaling and Distribution	P	p ²	P	

Notes:

15. Over 20,000 square feet requires an Administrative Use Permit [Ord. 5-2017 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 1-2016 § 3; Ord. 15-2015 §§ 4, 5; Ord. 8-2015 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 20-2010 § 3 (Exh. B); Ord. 7-2010 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.6.030)].

**ATTACHMENT 2
EXHIBIT A TO ORDINANCE 15-2018**

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Article 9 Site Planning and Development Standards

ATTACHMENT 2
EXHIBIT A TO ORDINANCE 15-2018

Chapter 23.719

PARKING AND LOADING

23.719.130 Standards for off-street parking for private residences.

Off-street parking and driveways for detached dwellings, manufactured homes, single-family attached dwellings, and two-unit attached dwellings shall meet the following requirements:

A. Any vehicle, trailer, or vessel which is inoperable or vehicles that are Certified as Non-Operation or Planned Non-Operation Certified with the California Department of Motor Vehicles shall be stored entirely within an enclosed structure, where it is not visible from the street or other public or private property (see RCMC 23.734.040, Development standards) and shall not be parked or stored in any yard within a residential zoning district or neighborhood.

**ATTACHMENT 2
EXHIBIT A TO ORDINANCE 15-2018**

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Article 11 Definitions

ATTACHMENT 2
EXHIBIT A TO ORDINANCE 15-2018

Chapter 23.1104

GENERAL DEFINITIONS

23.1104.030 Purpose, land use definitions.

The purpose of this chapter is to provide descriptions for each of the land use categories used in Article 3 (Zoning Districts, Allowable Uses, and General Development Standards). Descriptions are grouped by general category on the basis of function, product, or compatibility characteristics as used in Article 3 of this title (Zoning Districts, Allowable Uses, and General Development Standards). [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 10.1.010). Formerly 23.1101.010].

23.1104.040 Land use definitions.

“Artisanal and specialty manufacture, display and sales” means the manufacture, display, and sales of specialty food and goods requiring the transformation of raw materials into products that may be edible, useful, or decorative. Outdoor display, sales and consumption on premises may be included subject to zoning and accessibility requirements, and any other state or local regulations such as, but not limited to, the California Uniform Food Facilities Law (CURFFL).

“Brewery, winery, distillery” means a facility where specific alcoholic beverages are manufactured. Incidental to the manufacturing process, a tasting area not to exceed 50 percent of the floor area is allowed. Tasting rooms must comply with retail hours of operation from 10:00 a.m. to 11:00 p.m. Tasting shall follow all guidelines established and enforced by Alcoholic Beverage Control. All manufacturing activities occur within a completely enclosed building or in an outdoor work area screened from view. Off-site sales of alcoholic beverages are allowed at this facility consistent with regulations of ABC licensure. Prior to occupancy, all breweries, wineries, or distilleries shall provide evidence of acquisition of all required state and federal permits. See also “Tasting room, off-site.”

“Tasting room, off-site” means a facility allowing beer, wine, or spirits tasting with on-site and off-site retail sales directly to the public (or shipped). The tasting room facility must be directly affiliated with a minimum of one brewery, winery, or distillery, meeting all applicable requirements of state and federal licensure. The tasting room may be operated as a standalone retail use. Food preparation is not permitted. Pre-packaged foods may be sold on premises. Patrons may carry food on site for personal consumption. Tasting rooms must comply with the retail hours of operation of 10:00 a.m. to 11:00 p.m. On-site tasting rooms are included as an accessory use in “Brewery, winery, distillery.” Any facilities not operating with these standards are considered “Bars and nightclubs.”

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Folsom Boulevard Specific Plan

Chapter 2 Land Use Plan and Allowed Uses

ATTACHMENT 2
EXHIBIT A TO ORDINANCE 15-2018

Chapter 2

Land Use Plan and Allowed Uses

Table 2-2 Use Table for Mixed Use Classifications

Land Use Classifications	FBSP Land Use Designations		
	FB-RMU	FB-CMU	FB-OIMU
Special Regulated Uses			
Bingo Parlor	N	N	P ^{11,12}
Card Room	N	N	N
Check Cashing Business	N	N	N
Massage Parlor	N	N	N
Pawnshop	N	N	N
Recycling Facility, Collection Facility	N	N	C
Sexually Oriented Business	N	N	N
Smoke Shop	N	N	N
Tattoo Parlor	N	N	N
Thrift Store	N	N	N

Notes:

11. Cannot be located on a parcel within 1,000 feet of Folsom Boulevard.

12. Bingo Parlors are regulated by RCMC Chapter 4.28.

Chapter 4.26

BINGO GAMES

Sections:

- 4.26.000 Statement of purpose.
- 4.26.005 Bingo prohibition.
- 4.26.010 ~~Definitions of bingo.~~
- 4.26.015 ~~Limitation of Bingo Game Prizes~~ Definition of bingo game.
- ~~4.26.017 Definition of a bingo session.~~ 4.26.020 Membership Requirement ~~Definition of security.~~
- 4.26.025 Prohibition of member participation in staffing bingo games. ~~Definition of member.~~
- ~~4.26.027 Prohibition of member participation in staffing bingo games.~~ 4.26.030 ~~Chief of police~~ 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.~~ Card Minder Equipment
- 4.26.168 Conduct of Bingo Games.
- 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~~ 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. Prelicense 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 Definitions of bingo.

A. "Bingo," as used in this chapter, means a game of chance in which prizes are awarded on the basis of designated numbers or symbols ~~that are marked or covered on a tangible card in a player's possession on a card~~ that conform to numbers or symbols selected at random and announced by a live caller.

B. Pulltabs. 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.

C. Cards. Card refers to a cardboard or paper card. It is permissible for a "card" to be a sheet of paper with multiple card faces pre-printed on it. All cards, including pulltabs, shall be preprinted prior to the point of sale and ~~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."

D. Card Minders. The game of bingo includes the use of ~~an electronic bingo aid in a bingo card minder 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 California Penal Code Section 326.5(p) and RCMC Section 4.26.167(B) of this chapter. ~~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.~~

E. Session. A bingo session shall not exceed six hours in duration. A session may consist of only live called games and the sale of pull tabs. A session begins when the first game starts by drawing the first random number and ends when the winning card or cards are identified for the final scheduled game of the session.

F. "Security" means 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.

G. 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 Limitation of Bingo Game Prizes~~Definition of bingo game.~~

A. Bingo Game.

~~1A.~~ The total value of prizes awarded during the conduct of any bingo game shall not exceed five hundred dollars (\$250.00) in cash or kind, or both, for each separate game which is held. A bingo game starts-begins when the first ~~ball or number symbol~~ is called-drawn and ends when the winning card or cards is identified and verified.

~~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.~~

~~2B.~~ 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 ~~s~~Special ~~B~~usiness ~~L~~icense 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].~~

~~4.26.0205~~ Definition of member Membership Requirement.

~~A. Member:~~

~~1A.~~ 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.

~~2B.~~ The licensee shall keep a full and accurate list of its members. The ~~C~~ehief of ~~P~~police or any other authorized representative of the ~~e~~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 ~~C~~ehief of ~~P~~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].

~~4.26.0257~~ Prohibition of member participation in staffing bingo games.

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

~~1.A.~~ 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.B.~~ 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.C.~~ 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.

D. Is an agent, employee, servant, contractor, subcontractor or consultant of any bingo supplier or bingo parlor operator or has received or accepted any sort of salary, compensation, gratuity, consulting fee or any other thing of value in any form, in any amount, from a bingo supplier or bingo parlor operator in the prior three years. This prohibition extends to all volunteers or members whose immediate family members, including spouses, parents, children or siblings, by blood or affinity, have received employment or compensation from any bingo supplier or bingo parlor operator.

~~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~~Chief of Police.

The city ~~C~~chief of ~~P~~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, school districts 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].

4.23.036 Necessary Additional Criteria for Organizations to be Deemed Eligible to Conduct the Game of Bingo

Those organizations that meet the criteria detailed in Section 4.26.035 may conduct the game of Bingo provided that:

A. The total net proceeds or profits arising from the conduct or operation of such bingo games are used solely for the promotion or achievement of the purposes of such organizations;

B. No part of the net proceeds or profits arising from the conduct of the game inures to the benefit of any private shareholder or individual;

C. The applicant organization is able to show an established pattern of fund-raising activity for bona fide charitable purposes, with a corresponding established pattern of expending funds raised for charitable purposes;

D. That the charitable organization was not established primarily for the purpose of conducting bingo games;

E. That the charitable organization was not established primarily for the purpose of conducting the game to generate expenses associated with the conduct of the bingo game; and

F. That no charitable organization allows or permits any individual partnership corporation or other entity to utilize the name of the charitable organization for the purpose of conducting or promoting the bingo game.

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 ten (10) days of change notify the ~~chief-of-police~~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~~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~~Chief of Police upon violation of any such provisions; and

H. A detailed summary, showing all sources and amounts of income and expenditures including the amounts, recipients and the purpose for which the expended funds were used, for a period of not less than one year prior to the dates of the application; and

I. A detailed statement, describing the accommodations and auxiliary aids and services, which comply with this chapter and Section 326.5 of the Penal Code, that will be provided by the applicant during its bingo sessions to enable the play of bingo by those individuals with disabilities;

HJ. 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 ten (10) days of such designation file a new statement containing all of the data specified in this section.

No person meeting the definition under Section 4.26.025(D) of this chapter may serve as bingo manager. [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~~ 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~~ 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~~ Chief of Police shall issue a ~~Special Business~~ Special Business License for bingo games unless one or more of the findings prescribed by Section 4.10.040 of Chapter 4.10 are made, or the ~~chief of police~~ 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 or one of its officers, managers or board members holds a current license under RCMC Chapter 4.28 or 4.29 RCMC or an officer, manager or member of the governing board of the applicant or an immediate family member of a manager, officer or member of the governing board is an employee, agent, contractor, subcontractor or consultant for a bingo supplier or bingo parlor operator or has received a salary, compensation, gratuity or anything of value in any amount from a bingo supplier or bingo parlor operator or any agent thereof within the prior three years. [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 twenty (20) percent of the proceeds before the deduction for prizes, or two thousand dollars (\$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 two thousand dollars (\$2,000) per month, the Twenty (20) percent limitation shall be applied annually at the conclusion of each twelve (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~~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~~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~~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~~Chief of Police during reasonable hours upon demand of the ~~chief of police~~Chief of Police.

C. Compliance examinations shall be conducted by the ~~chief of police~~Chief of Police of bingo licensee records described in subsection (A) of this section not less frequently than annually, for each twelve (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 subsection (A) of Section 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 thirty (30) days of the invoice date or ten (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 thirty (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.

C. Financial interest includes any salary, compensation, gratuity; or any payment or gift of any value from any bingo supplier or bingo parlor operator; or any agents thereof to any licensee officer, manager, governing board member; or any member of the licensee organization or its volunteers during the prior three years [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 (2-1/2) by three and one-half (3-1/2) 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; and to any occupancy conditions included on any applicable use permit or county issued license authorizing the activity on the property on which the activity is located.

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 exceeds s five hundred dollars \$250~~500~~.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 eighteen (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. No licensee shall conduct bingo outside of the hours of its authorized sessions.

B. ~~Except as provided in this subsection, No~~ bingo licensee shall conduct more than ~~one~~ two (2) bingo sessions 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 23701i 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 Section 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 Section 4.28.010 contained in Chapter 4.28, 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~~ **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 of Chapter 4.10 if the ~~chief of police~~ **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~~ **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~~ **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~~ **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-Section~~ 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-Section~~ 4.10.145 of Chapter 4.10, 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~~ **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~~ Card Minder 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 ~~player-operated~~ machines, devices, or equipment that is computerized, electronic, or mechanical ~~or which employs a video display~~, in a bingo game;

2. ~~Store, maintain or display on the premises the organization uses for its bingo activities, any computerized, electronic or mechanical device or any device which utilizes or employs video display, which is used for the play of bingo or any other gaming device, including, but not limited to, those used to conduct, sweepstakes, raffles, or lotteries.~~

~~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~~ **Card Minders.**

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 card minder aid~~ on the conditions and specifications set forth in this California Penal Code Section 326.5(p), regulations established by the California Gambling Control Commission and 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. Prohibition on Electronic Devices. Electronic or video displays shall not be used in connection with the game of bingo, including card minders, except in connection with the caller's drawing of numbers or symbols and the public display of that drawing, and except as provided in Penal Code Section 326.5(p), the provisions of this chapter, City of Rancho Cordova administrative regulations adopted pursuant to this chapter, State of California, Federal law or administrative rule or regulation, as they may be added or amended from time to time.

~~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. Players utilizing card minders must be physically present at a live called bingo game.

~~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. Description. Card minders are hand held portable devices used to assist players in monitoring the numbers or symbols announced by a live caller as those numbers are called in a live game.

~~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. Requirements. A card minder shall do all of the following:

a. Be capable of storing in the memory of the device bingo faces from tangible cards purchased by a player;

b. Provide a means for bingo players to input manually each individual number or symbol announced by a live caller;

c. Compare the numbers or symbols entered by the player to the bingo faces previously stored in memory for the device;

d. Identify winning bingo patterns that exist on the stored bingo faces.

~~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. Prohibitions. A card minder shall neither perform a function involving the play of the game other than those described in subsection (B)(5) of this section, nor do any of the following:

a. Be capable of accepting or dispensing any coins, currency or other representative of value or on which value has been encoded;

b. Be capable of monitoring any bingo card face other than the faces of the tangible card or cards purchased by the player for that game;

c. Display or represent the game result through any means including, but not limited to, video or mechanical reels or other slot machine or casino game themes, other than highlighting the winning numbers or symbols marked or covered on the tangible bingo cards or giving an audio alert that the player's card has a prize winning pattern;

d. Determine the outcome of any game or be physically or electronically connected to any other bingo equipment, including, but not limited to, the ball call station, or to any card other card minding device. No other player-operated or player-activated electronic or electromechanical device or equipment is permitted to be used in connection with a bingo game.

~~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. Requirements for Chief of Police's Approval. No card minder device may be used or operated by any bingo licensee without prior approval from the Chief of Police. The Chief of Police shall determine the maximum number of bingo cards that may be loaded into a player operated unit or component of a bingo card minder during a bingo game, but such number shall in no event exceed one hundred forty-four (144) bingo card faces.

8. Notwithstanding any other provisions of this chapter, no card minder device may be approved by Chief of Police, or operated by any licensee or player unless said card minding device has received prior approval from the California Gambling Control Commission, as described in Penal Code Section 326.5(p)(3)(A). Any proposed material change to the device, including change to the software used by the device, must be approved by the commission prior to its implementation.

~~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.~~

89. All card minders must be operated and played in compliance with any and all regulations adopted for the use of the devices by the Commission on Gambling Control as described in Business and Professions Code Section 19850.6 and any other applicable provisions of law.

~~Only one player-operated unit or component of an electronic bingo aid may be used by a bingo player during a bingo game.~~

910. The costs for any testing, certification, license or determination shall be borne by the person or entity seeking it.

~~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.~~

110. The bingo card minder is not to alter the bingo cards.

~~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.~~

124. The player shall have in their possession the pre-printed bingo cards with configurations that were sold to the player by the bingo licensee for use with the bingo card minder that correspond exactly to such bingo card configurations loaded into the bingo card minder. 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 fr

~~om 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.~~

1213. Players shall manually input or daub numbers called by the bingo licensee into the individual player operated units or components of the bingo card minder; automatic daubing shall not be permitted.

~~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.~~

1314. Verification by the bingo licensee of a winning combination shall not be made solely on the bingo card minder, but may be verified by using the paper or cardboard card. Players shall notify the game operator or caller of a winning pattern of bingo.

~~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.~~

1415. The bingo card minder, including the individual player operated units or components of the bingo card minder, shall be enabled for play solely by the bingo licensee; and, only on the premises where the games are conducted. The bingo card minder shall be loaded by the bingo licensee. All individual player operated units or components of the bingo card minder shall be rented or otherwise provided to a player solely by the bingo licensee.

~~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.~~

1516. Prior to giving physical possession of the individual player operated unit or component of the electronic bingo card minder to the player, the bingo licensee shall receive payment from the player for the number of games requested by the player that are loaded into the bingo card minder. ~~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.~~

1617. The bingo licensee shall at the time of payment issue to the player: an individual player operated unit or component of the bingo card minder and a receipt indicating, the amount paid, the number of cards and games sold to the player and activated in the bingo card minder.

~~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.~~

1718. Only one player operated unit or component of an electronic bingo card minder may be used by a bingo layer during a bingo game. ~~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. Each player electing to use the bingo card minder shall have an equal opportunity to do so. The bingo licensee shall distribute each player operated unit or component of the electronic bingo card minder for play on a random basis; first come, first served. No particular player operated unit or component of the bingo card minder shall be reserved for any player. ~~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.~~

20. Only a bingo supplier licensed by Chapter 4.29 of this title may remove the bingo card minder from the premises where the games are conducted. Removal may be for repair or for use by another organization licensed

by Chapter 4.26 to conduct bingo. A record shall be maintained by the bingo licensee of: all bingo card minders 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 bingo card minder.

21. Accounting records pertaining to bingo card minders, including the internal accounting system of the bingo card minder shall be retained as prescribed by Section 4.26.080 of this chapter.

22. The bingo licensee shall not conduct bingo games where a player is required to use a bingo card minder. During all games, the use of a bingo card minder 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 a bingo card minder.

23. The bingo licensee shall require a player electing to use a bingo card minder to purchase no less than the licensee's minimum number buy-in of bingo cards for use without a bingo card minder.

24. The player operated units or components of the bingo card minder in possession of the players shall not have the capability to print and shall not print configurations of the bingo cards.

25. The bingo card minder including related circuitry shall be sealed and secured in order to prevent unauthorized removal, additions, changes, or other alterations to the data within such bingo card minder.

26. The Chief of Police may, upon demand, examine and inspect the bingo card minder, or any player operated unit or component of the bingo card minder, 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 bingo card minder, player operated units or components of the bingo card minder, and inspection of all associated parts and systems, as applicable; and, may involve the immediate removal of the bingo card minder, player operated units or components of the bingo card minder, or related system or parts, as applicable, from the game premises for further testing.

27. If, at any time, the Chief of Police detects or discovers any malfunction with a bingo card minder, or any player operated unit or component of the electronic bingo card minder, 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 bingo card minder or a player operated unit or component of the bingo card minder, as applicable, immediately. The bingo licensee shall comply immediately with such order.

28. If the bingo licensee detects or discovers any malfunction or any problem or occurrence with the bingo card minder, or the player operated unit or component of the bingo card minder, that affects the security or the integrity of the bingo game or such equipment, the bingo licensee shall cease immediately the use of the bingo card minder or affected player operated unit or component of the bingo card minder, 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].\

4.26.168 Conduct of Bingo Games.

- A. With the exception of the sale of individual pull-tabs, only live called bingo games may be played during a session.
- B. A minimum of two players per game is required.
- C. The winning pattern or arrangement must be known and announced before the game begins.
- D. Players must obtain a card before numbers for an individual game are drawn.

- E. A game begins when the first number is drawn. A game ends when a winning card or cards is identified and verified.
- F. The numbers used in the game must be randomly drawn or determined from a nonreplaceable pool of seventy-five (75) numbers. Numbers drawn must be random as to the entire pool.
- G. The numbers randomly drawn must be used in real time and not stored for later use.
- H. Selected numbers are used in the sequence in which they are drawn.
- I. Players must cover or daub after each release in order to achieve any winning pattern, except that a player may later cover or daub numbers or symbols slept (as defined in subsection (M) of this section) following a previous release ("catch up") for use in obtaining the game-ending pattern. The game winning pattern cannot be achieved in a single ball release, thus requiring that players participate in the contest to be the first to cover the winning pattern.
- J. All players must have the same opportunity to cover or daub to reflect their participation in a common game. To cover or daub a player in a game must take overt action after numbers are released. Bingo card minders may not include a feature whereby covering or daubing after a release occurs automatically or without overt action taken by the player following the release.
- K. The random number draw for each game must continue until a winner is determined. Each game must have a winning player and a game-winning prize must be awarded in every game. All prizes in a game must be awarded based on the outcome of the game of bingo and may not be based on events outside the selection and covering of numbers or symbols used to determine the winner in the game and the action of the competing players to cover the pre-designated winning patterns.
- L. The game must be won by the first player or group of players who obtain a pre-designated winning pattern and who covers or daubs the numbers yielding that winning pattern.
- M. If a player sleeps the game-ending pattern, the game must continue until a player subsequently obtains and covers or daubs and claims the game-ending prize. To "sleep" or to "sleep a bingo" means that a player fails, within a certain time allowed by the game: (1) to cover or daub the previously released numbers or other symbols on that player's card(s) constituting a game-winning or game-ending pattern or other pre-designated winning pattern, or (2) to claim the prize to which the player is entitled; having covered or daubed a previously designated winning pattern thereby resulting in the forfeiture of the prize to which the player would otherwise be entitled.
- N. Consolation, secondary or interim prizes are permissible if the award of the prize is made on the basis of designated numbers or symbols on a tangible card that conforms to numbers or symbols selected at random and the award of these prizes is based on the play of bingo in the same manner as for the game ending pattern. For purposes of this provision, a consolation, secondary, interim prize pattern shall constitute a separate game as that term is used in California Penal Code Section 326.5(n). Interim prizes cannot exceed the statutory maximum for a single prize.
- O. Regardless of the buy-in level, all players must play for the same game ending patterns.
- P. Prizes for any game cannot exceed a total of five hundred dollars (\$500.00).
- Q. Players utilizing card minders must have in their possession paper cards that have been loaded into the card minder.

- R. Bingo card minders may not receive or disperse cash or coin. Player buy-ins and prize amounts must be received and dispersed at a common point of sale(s).
- S. A hardcopy of bingo patterns and prize amounts must be available to all players.
- T. At the conclusion of each game, the numbers drawn must be returned to the pool for re-use in the next game. Drawn numbers cannot be stored for use in a later game.
- U. There is to be no co-mingling of bingo with other forms of gaming or with any activity which involves the award of prizes or payouts, such as lotteries, sweepstakes or raffles. The only activities which may take place during a bingo session are live called games, and the sale of pulltabs, which may start one half hour prior to the first draw of the first number of the first live called game. Pulltab sales must cease upon the determination of the winning player(s) in the final scheduled game of a session.
- V. No bingo manager, security employee or volunteer for that session shall participate as a player in the play of any bingo game, except that a licensee manager or volunteer may assist a player in the play of that player's cards, or in the use of a card minder, as described in Section 4.26.167(b) of this chapter, as part of an accommodation or auxiliary aid, provided that assistance does not involve or require the use of a computerized, mechanical or electronic device other than a card minder as authorized by Section 4.26.167(B).
- W. Prior to providing the prize or payout for any winning bingo card or pulltab, valued at fifty dollars (\$50.00) or more, the licensee shall document the identity of the winning player and verify that player's identity with a photographic identification. No payout of fifty dollars (\$50.00) is to be provided unless that player provides the required identification and the payout is documented. The licensee is to record the identification of the winning player, the amount(s) paid out and the session date and time of the payout. All records of payouts are to be maintained and submitted at the time of any and all audits or examinations as required or authorized by this chapter or any Sacramento County Bingo Regulations. (SCC 1622 § 8, 2018; SCC 1403 § 21, 2008.)

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~~ **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~~ **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.~~ Operation Limitations
- 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 §, 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 Chapter 4.26, Section 4.26.010A. [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 Chapter 4.26, Section 4.26.010E.7. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 1061 § 2, 1996; SCC 0992 § 7, 1995].

4.28.020 License required.

A. No more than two (2) bingo parlors shall be permitted to operate within the limits of the City of Rancho Cordova at any given time. The RCMC, Chapter, 23.313, Section 23.313, Table 23.313-1 designates the zoning districts where a bingo parlor may operate once a license is obtained.

B. 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~~ 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 Section 326.5, 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 or any officer, manager, representative, employee, consultant, contractor, subcontractor or consultant or any immediate family member, defined as parent, child, or sibling by blood or affinity, is presently serving, or in the prior three years has served as a manager, officer, member of a governing board or volunteer for any bingo licensee or bingo supplier or received any salary.

compensation, gratuity, gift or anything of value in any amount from any bingo licensee or bingo supplier. [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~~Chief of Police shall conduct such investigation pursuant to RCMC 4.10.085 as is deemed necessary. The ~~chief of police~~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~~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~~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.

E. That the applicant or any member of the applicant's immediate family defined as parent, child, spouse, or sibling by blood or affinity is affiliated with any person or entity which holds a current license under RCMC Chapter 4.26 or 4.29 or is presently, or in the prior five years has served as a manager, officer, member of a governing Board or volunteer for any bingo licensee or bingo supplier or received any salary, compensation, gratuity, gift or anything of value in any amount from any bingo licensee or bingo supplier. [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~~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~~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~~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~~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~~Chief of Police during reasonable hours upon demand of the ~~chief of police~~Chief of Police.
- C. Compliance examinations ~~shall~~may be conducted by the ~~chief of police~~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~~Chief of Police, the ~~d~~District ~~a~~Attorney, the ~~G~~Grand ~~J~~Jury or the ~~C~~City ~~A~~Attorney. For all other purposes, the records shall be kept confidential by the ~~chief of police~~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~~ Operation Limitations.

A. 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.

B. A bingo parlor may only be open for bingo activities during the periods of time which coincides with a scheduled session of a charitable organization licensed pursuant to Chapter 4.26.

C. No gaming activity, other than bingo, as authorized and described in Chapter 4.26 and California Penal Code Section 326.5 may be conducted at any time in any building or structure licensed as a bingo parlor. This prohibition includes, but is not limited to sweepstakes, raffles and lotteries.

D. No computerized, electronic or mechanical gaming or bingo devices, or any device utilizing a video display screen, other than card minding devices authorized under Section 4.26.167(b) of this chapter and Penal Code Section 326.5(p) may be stored, maintained, or displayed in any building or structure licensed as a bingo parlor or in any room or structure adjacent to the bingo parlor which is immediately accessible to 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].

4.28.065 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 RCMC, 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 RCMC Chapter 4.26 ~~RCMC~~; or

C. The licensee maintains an accounts receivable for an organization licensed under RCMC 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.

D. The licensee provides, or in the prior five years has provided, a salary, compensation, gratuity, consulting fee, gift or anything of value in any amount, except for the usage of the bingo parlor pursuant to a contract for consideration approved by the Chief of Police pursuant to Section 4.28.025(a) of this chapter to any officer, manager, volunteer or member of the governing board of any charitable organization licensed to conduct bingo pursuant to Chapter 4.26.

[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~~ 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~~ 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~~ **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~~ **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~~ **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 ~~twenty-four (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~~ **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].

Chapter 6.56**ABANDONED VEHICLES****6.56.130 Definitions – Inoperative.**

“Inoperative” shall mean the condition of a vehicle which is physically incapable of working, functioning, or otherwise operating to produce its designed effect or vehicles that are Certified as Non-Operation or Planned Non-Operation Certified with the California Department of Motor Vehicles . [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 730 § 2, 1988; SCC 1 § 11 (part) 1970; SCC 1061 § 13, 1969].

6.56.160 Application of chapter – Exceptions.

A. This chapter shall not apply to any vehicle or part thereof which is either:

1. Completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property; or
2. Stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler, licensed vehicle dealer, or a junk yard; or
3. Stored upon private property in the manner authorized by RCMC 23.719.130 ~~Section 301-04.7 of the Rancho Cordova zoning code.~~

B. The exceptions provided by this section shall not be construed to authorize the maintenance of a public or private nuisance, as such nuisance may be defined under any provisions of law other than Chapter 10 (commencing with Section 22650) of Division 11 of the Vehicle Code. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 730 § 2, 1988].

Chapter 23.140

MINOR DESIGN REVIEW

23.140.020 Applicability.

B. Exemptions. The following structures and improvements are exempt from minor design review. However, such structures may require additional permits, such as a use permit or building permit, to ensure compliance with adopted building code standards and applicable zoning code provisions.

1. A single-family custom home on a lot that is consistent with existing zoning.
2. An addition to a single-family residential home that is consistent with existing zoning.
3. Parcel map for a single-family residence.
4. Expansions of existing nonresidential buildings or structures less than 1,000 square feet in size.
5. Accessory structures consistent with provisions of Chapter 23.734 RCMC (Accessory Structures).
6. Repairs and maintenance of site improvements or structures that do not add to, enlarge, or expand the area occupied by the land use or the floor area of the structure and do not significantly alter the appearance of site improvements or structures.

~~7. Changes to site plan elements that are not specifically required by this code (e.g., decorative elements and landscaping that are not specifically required by code).~~

~~8. Public art programs, projects, and improvements to existing sites, structures, utilities, and infrastructure authorized by council or designee.~~

~~9. Changes to site plan elements that are specifically required by this code but do not significantly alter the design or function of the site plan.~~

~~107.~~ Interior alterations that do not increase the gross floor area within the structure or change/expand the permitted use of the structure.

~~118.~~ Accessory dwelling units subject to California Government Code Section 65583.1.

~~129.~~ Construction, alteration, or maintenance by a public utility or public agency of underground or overhead utilities intended to service existing or nearby approved developments (e.g., water, gas, electric, or telecommunication supply or disposal systems, including wires, mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, hydrants, water tanks, and similar facilities and equipment). [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A)].

C. The following Exemptions require a Zoning Certification (Chapter 23.113) prior to any changes.

1. Changes to site plan elements that are not specifically required by this code (e.g., decorative elements and landscaping that are not specifically required by the code).

2. Public art programs, projects, and improvements to existing sites, structures, utilities, and infrastructure authorized by council or designee.

3. Change to site plan elements that are specifically required by this code but do not significantly alter the design or function of the site plan.

Chapter 23.313

MIXED-USE ZONING DISTRICTS

Table 23.313-1: Allowed Use and Permit Requirements for Mixed-Use Districts

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Industrial, Manufacturing, and Processing Uses									
Artisanal and Specialty Manufacture, Display, and Sales	N	P	P	P	P	P	P	P	
Brewery, Winery, Distillery	N	<u>P²⁹AUP</u>	<u>P²⁹AUP</u>	<u>P²⁹AUP</u>	<u>P²⁹AUP</u>	<u>P²⁹AUP</u>	<u>P²⁹AUP</u>	<u>P²⁹AUP</u>	
Special Regulated Uses									
<u>Bingo Parlors</u>	<u>N</u>	<u>P³⁰</u>	<u>P³⁰</u>	<u>P³⁰</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>RCMC 4.28</u>
Card Rooms	N	P	C	C	C	N	N	N	RCMC 23.919.020
Check Cashing Businesses	N	P	N	N	N	N	N	N	RCMC 23.919.030
Massage Parlors, Massage Establishments	N	P ²⁸	N	N	N	N	N	N	Chapter 4.33 RCMC
Pawnshops	N	P	N	N	N	N	N	N	RCMC 23.919.040
Recycling Facility, Collection Facility	N	C	C	C	P	C	C	C	RCMC 23.919.050
Sexually Oriented Businesses	N	N	N	N	P	N	N	N	RCMC 23.919.060
Smoke Shops	N	P	N	N	C	N	N	N	RCMC 23.919.070
Tattoo Parlors	N	P	N	N	N	N	N	N	RCMC 23.919.080
Thrift Stores	N	P	N	AUP	AUP	N	N	N	RCMC 23.919.090

Notes:

29. Over 20,000 square feet requires an Administrative Use Permit.

30. Bingo Parlors are regulated by RCMC Chapter 4.28. The City has a limit of no more than two (2) Bingo Parlors in the City limits at any given time.

[Ord. 5-2017 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 3-2017 § 3 (Exh. A); Ord. 1-2016 § 4; Ord. 15-2015 §§ 2, 3; Ord. 8-2015 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.5.030)].

Chapter 23.316

GENERAL COMMERCIAL AND INDUSTRIAL ZONES

**Table 23.316-1: Allowed Use and Permit Requirements for
General Commercial and Industrial Zoning Districts**

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Industrial, Manufacturing, and Processing Uses				
Agricultural Products Processing	N	C	P	
Artisanal and Specialty Manufacture, Display and Sales	P	AUP	AUP	
Brewery, Winery, Distillery	N	p ¹⁵	p ¹⁵	
Junk Tire Facility	N	N	P	RCMC 23.916.020
Manufacturing, Major	N	AUP ²	P	
Manufacturing, Minor	N	P ²	P	
Manufacturing, Small Scale	P	P ²	P	
Printing and Publishing	N	P	P	
Recycling Facility, Processing	N	AUP	P	
Recycling Facility, Scrap and Dismantling Facility	N	N	C	
Research and Development	N	P	P	
Storage, Personal Storage Facility	N	p ^{2, 13}	p ¹³	Chapter 23.915 RCMC
Storage, Warehouse	AUP	P ²	P	
Storage, Yards	N	N	P ²	
Wholesaling and Distribution	P	P ²	P	

Notes:

15. Over 20,000 square feet requires an Administrative Use Permit

[Ord. 5-2017 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 1-2016 § 3; Ord. 15-2015 §§ 4, 5; Ord. 8-2015 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 20-2010 § 3 (Exh. B); Ord. 7-2010 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.6.030)].

Chapter 23.719

PARKING AND LOADING

23.719.130 Standards for off-street parking for private residences.

Off-street parking and driveways for detached dwellings, manufactured homes, single-family attached dwellings, and two-unit attached dwellings shall meet the following requirements:

A. Any vehicle, trailer, or vessel which is inoperable and/or without current registration shall be stored entirely within an enclosed structure ~~or carport, where it is not visible from the street or other public or private property~~ (see RCMC 23.734.040, Development standards) and shall not be parked or stored in any yard within a residential zoning district or neighborhood.

Chapter 23.1104

GENERAL DEFINITIONS

23.1104.030 Purpose, land use definitions.

The purpose of this chapter is to provide descriptions for each of the land use categories used in Article 3 (Zoning Districts, Allowable Uses, and General Development Standards). Descriptions are grouped by general category on the basis of function, product, or compatibility characteristics as used in Article 3 of this title (Zoning Districts, Allowable Uses, and General Development Standards). [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 10.1.010). Formerly 23.1101.010].

23.1104.040 Land use definitions.

“Artisanal and specialty manufacture, display and sales” means the manufacture, display, and sales of specialty food and goods requiring the transformation of raw materials into products that may be edible, useful, or decorative. Outdoor display, sales and consumption on premises may be included subject to zoning and accessibility requirements, and any other state or local regulations such as, but not limited to, the California Uniform Food Facilities Law (CURFFL). ~~This listing includes craft breweries, small scale winery production facilities, and craft distilleries. Such facilities manufacture alcoholic beverages with an annual production of less than 15,000 barrels of beer or 15,000 gallons of wine or spirits respectively. Incidental to the manufacturing process, a tasting area not to exceed 50 percent of the floor area is allowed. Tasting rooms must comply with retail hours of operation from 10:00 a.m. to 10:00 p.m. Tasting shall follow all guidelines established and enforced by Alcoholic Beverage Control (ABC). All manufacturing activities occur within a completely enclosed building or in an outdoor work area screened from view. Off site sales of alcoholic beverages are allowed at this facility consistent with regulations of ABC licensure. Prior to occupancy, all craft breweries, wineries, or distilleries shall provide evidence of acquisition of all required state and federal permits. See also “Tasting room, off-site.”~~

“Brewery, winery, distillery” means a facility where specific alcoholic beverages are manufactured, ~~with an annual production of 15,000 barrels or more of beer or 15,000 gallons or more of wine or spirits.~~ Incidental to the manufacturing process, a tasting area not to exceed 50 percent of the floor area is allowed. Tasting rooms must comply with retail hours of operation from 10:00 a.m. to ~~10~~11:00 p.m. Tasting shall follow all guidelines established and enforced by Alcoholic Beverage Control. All manufacturing activities occur within a completely enclosed building or in an outdoor work area screened from view. Off-site sales of alcoholic beverages are allowed at this facility consistent with regulations of ABC licensure. Prior to occupancy, all breweries, wineries, or distilleries shall provide evidence of acquisition of all required state and federal permits. See also “Tasting room, off-site.”

“Tasting room, off-site” means a facility allowing beer, wine, or spirits tasting with on-site and off-site retail sales directly to the public (or shipped). The tasting room facility must be directly affiliated with a minimum of one brewery, winery, or distillery, meeting all applicable requirements of state and federal licensure. The tasting room may be operated as a standalone retail use. Food preparation is not permitted. Pre-packaged foods may be sold on premises. Patrons may carry food on site for personal consumption. Tasting rooms must comply with the retail hours of operation of 10:00 a.m. to ~~10~~11:00 p.m. On-site tasting rooms are included as an accessory use in ~~“Artisanal and specialty manufacture, display and sales” or~~ “Brewery, winery, distillery.” Any facilities not operating with these standards are considered “Bars and nightclubs.”

Note to Reader: Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (***)

Folsom Boulevard Specific Plan

Chapter 2 Land Use Plan and Allowed Uses

Table 2-2 Use Table for Mixed Use Classifications

Land Use Classifications	FBSP Land Use Designations		
	FB-RMU	FB-CMU	FB-OIMU
Special Regulated Uses			
<u>Bingo Parlor</u>	<u>N</u>	<u>N</u>	<u>p^{11,12}</u>
Card Room	N	N	N
Check Cashing Business	N	N	N
Massage Parlor	N	N	N
Pawnshop	N	N	N
Recycling Facility, Collection Facility	N	N	C
Sexually Oriented Business	N	N	N
Smoke Shop	N	N	N
Tattoo Parlor	N	N	N
Thrift Store	N	N	N

Notes:

11. Cannot be located on a parcel within 1,000 feet of Folsom Boulevard.

12. Bingo Parlors are regulated by RCMC Chapter 4.28.

MEMORANDUM

DATE: June 18, 2018

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Tameem Samimi, Assistant Engineer
Nicholas Sosa, Assistant Planner



SUBJECT: A RESOLUTION APPROVING A MASTER LICENSE AGREEMENT TEMPLATE FOR SMALL CELL ATTACHMENTS ON CITY OWNED POLES AND INTRODUCTION AND FIRST READING OF ORDINANCE 11-2018, AMENDING TITLE 23 (ZONING CODE) OF THE RANCHO CORDOVA MUNICIPAL CODE REGARDING CHAPTER 23.907 UTILITY, TRANSPORTATION, AND COMMUNICATION USES

RECOMMENDATION

Approve Resolution 70-2018, providing authorization to implement a Master License Agreement template to allow mobile data providers to install small cell antenna systems on City poles and introduce and waive the first reading of Ordinance 11-2018 amending Title 23 of the Rancho Cordova Municipal Code to add design standards for such small cell attachments on private poles or infrastructure in the public right of way.

RESULT OF RECOMMENDED ACTION

For Public Poles

Approval of Resolution 70-2018 would allow staff to implement a Master License Agreement with interested telecommunication carriers to install small cell attachments on City-owned poles within the public right-of-way (in non-residential areas) per the terms and conditions of the agreement. Each small cell attachment would also require an individual pole license. Mobile data service in areas where the attachments are deployed would improve.

For Private Poles

Approval of Ordinance 11-2018 would amend Title 23 (Zoning Code) of the Rancho Cordova Municipal Code including Chapter 23.907 Utility, Transportation, and Communication Uses. Specifically the amendment would provide new minimum requirements and design standards, consistent with the standards of the discussed Agreement, for the attachment of small cell equipment to private poles within the public right-of-way. The Ordinance would return for a second reading and adoption at the next regular City Council Meeting.

BACKGROUND

Over the past year the City has been approached by several telecommunication companies requesting to install small cell antennas on public poles in the City. With more people using mobile devices, there has been increased demand for improved cellular data. This demand has placed a strain on existing mobile data infrastructure (cell towers) that does not have the capacity to meet the needs of consumers. Existing telecommunication towers (also known as Macro-cells) are unable to process the demand for cellular data in a timely manner and therefore level of service is reduced.

Small Cells (also known as Micro-cells) can fill this gap in available mobile data. The result is significantly faster mobile data service with a significantly smaller footprint than a traditional macro-cell (**see Figure 1**). These small cell attachments can be attached to streetlights and utility poles within the public right of way, primarily along high traffic corridors in the City (**see Figure 2, typical installation**). It is important to note that small cells are not meant to replace traditional towers but instead are utilized to provide a higher level of service in areas where there are service gaps. Installation of small cell attachments along high traffic roadways can, for example, improve the use of a GPS application on one's phone and will be integral to future technologies including autonomous cars. The range for the systems varies and is improving, but generally is between 150 and 500 feet.

Figure 1 – Small Cells

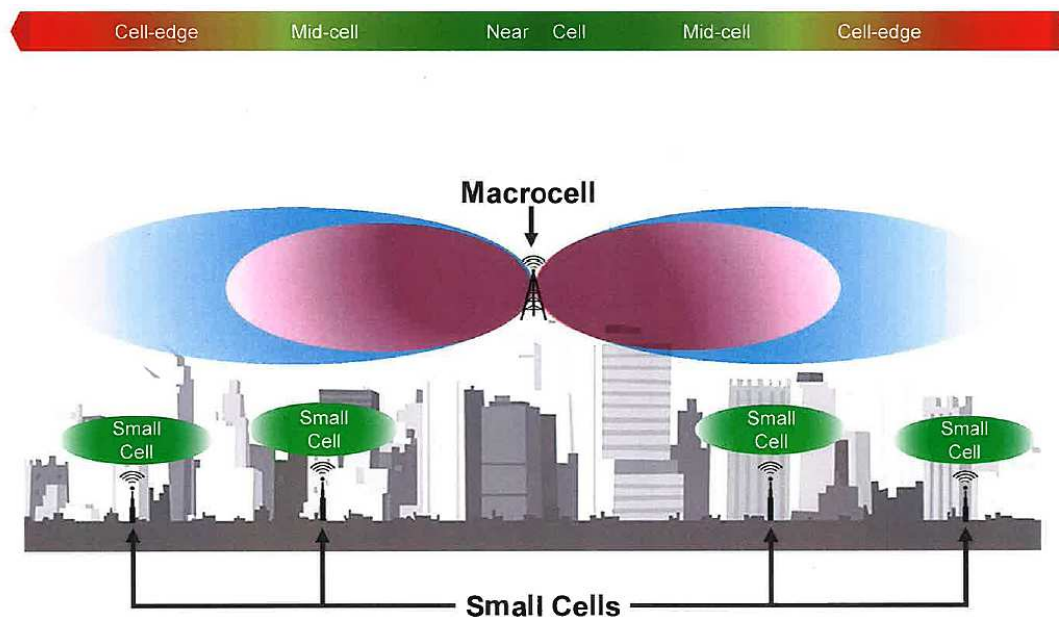
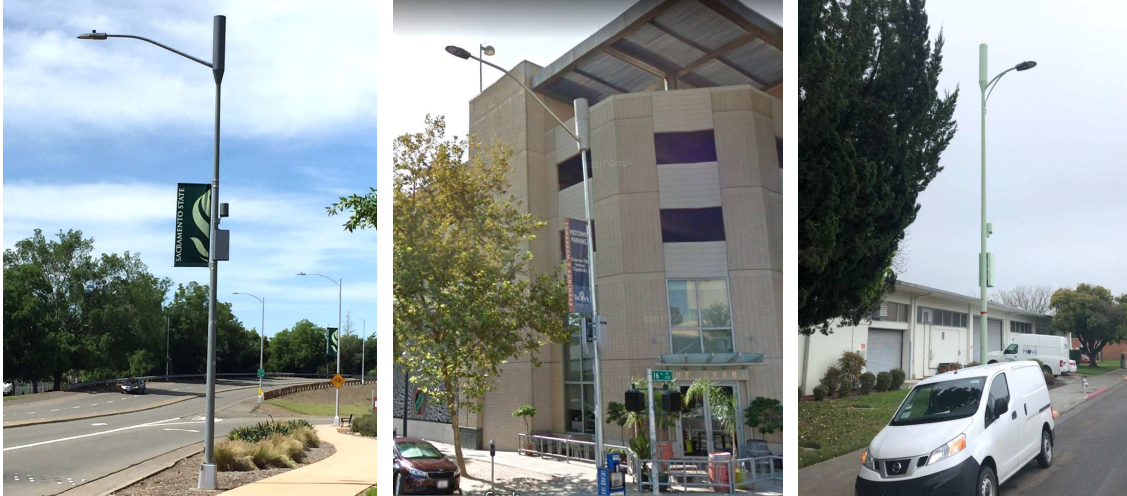


Figure 2: Small Cell Examples



Telecommunication carriers have requested to place small cells on City-owned poles in nonresidential areas. The antenna systems do not generate light or noise. Each of the three carriers that have approached the City anticipates needing approximately 8-15 systems installed in the short term. Future need may be significantly greater. Staff has collaborated with the City Attorney's office to create a Master License Agreement (**see Attachment 2**) to use between the City and carriers to facilitate installation. The details of this agreement will be discussed within the following section.

ANALYSIS

Master License Agreement Summary

The Master License Agreement (MLA) describes the terms for installation of small cells, including the Carrier's financial obligations, allowable locations for small cells, defining of responsible parties, installation, maintenance, operation, and design guidelines. MLA Terms include:

- Small cells shall not be installed in residential areas.
- Small cells shall not be installed on decorative streetlights and must comply with design standards. (e.g. Folsom Boulevard)
- Only one small cell can be installed per pole.
- The duration of each MLA is 10 years.
- The installer shall provide the City with a \$50,000 security deposit for faithful performance of the terms of the MLA.
- The installer shall provide a \$4,000 cost recovery deposit for the City's review of the MLA.
- Carriers submit an individual pole license for each small cell attachment once the MLA is approved.
 - A \$2,000 cost recovery deposit shall be provided to the City for review of each individual pole license and installation.

- Leasing fee for use of City poles is \$1,000 per pole and year with a 2% annual increase. See **Table 2** for cost comparison to neighboring jurisdictions.
- The review and processing of the Master License Agreement would be a cost recoverable service for the Carrier.

Deposits & Fees

The proposed deposits and fees to be collected by the City were determined by an estimation of the amount of time that would be needed to process the permits as well as a comparison of the fees of other neighboring jurisdictions. Given that small cell attachment technology is fairly new in the area, some jurisdictions have not yet developed an agreement or process (see **Table 2**), while other, larger cities that require hundreds of small cells have been able to require carriers to provide more benefits in exchange for the use of city poles.

Table 2 – Fee/Deposit Comparison

Fee Comparison				
<u>City</u>	<u>MLA Processing</u>	<u>Pole License Processing</u>	<u>Pole Leasing Fee</u>	<u>Notes</u>
Rancho Cordova	\$4,000	\$2,000	\$1,000	2% CPI increase annually on pole license fee
Citrus Heights	\$4,000	\$2,000	\$2,000	Agreement/process approved in April
Roseville	-	-	\$1,800	\$1170 City Revenue, \$630 Consultant Fees
West Sacramento	\$5,000	-	\$250 (yearly)	
City of Dublin	-	-	\$1,000	Small cells not yet implemented.

The Master License Agreement template would be applicable for agreements between the City and telecommunications companies in regards to small cell attachments on City-owned poles within the public right-of-way (ROW). Installations on private poles are discussed below.

Zoning Code Amendment:

Zoning Code Title 23, Chapter 23.907 Utility, Transportation, and Communication Uses of the Rancho Cordova Municipal Code does not currently address the attachment of small cell wireless equipment on poles within the public ROW. Since the pole is not directly within a specific land use zone, there is no formal process for installation of these small cell attachments. And the City cannot require the use of the Master License Agreement and Pole License when the pole is privately owned. Staff proposes to amend Section 23.907.020 Telecommunication Facilities, subsection (B) to allow the addition of small cell equipment on a private pole in the public right of way with the approval of an Administrative Use Permit (AUP) (see **Attachment 4**). This review would take place at a Staff level with the Community

Development Director as the approving authority. AUPs will still be reviewed by Council per the 10-day appeal period process and may be called up if necessary.

The Ordinance includes measures to ensure safe and aesthetically acceptable installations, into Chapter 23.907 (Utility, Transportation, and Communication Uses) of the Zoning Code (**See Attachment 4**). These minimum requirements and standards would be applied through the AUP process to any small cell attachment on a private pole within the public ROW, consistent with the requirements and standards applied through the Master License Agreement for public poles. The installation requirements for both public and private poles are consistent.

This ensures that all small cell equipment, both private and public, are consistent in size and design throughout the City. The proposed amendments are shown below with additions underlined and proposals for removal with strike throughs:

Article 9 (Specific Use Provisions)

23.907.020 Telecommunication facilities

A. Purpose and Applicability. This section establishes standards for placement of telecommunication facilities within the city and regulates the installation of antennas and other wireless communication facilities consistent with federal law. The city promotes and protects the public safety and public welfare while protecting the visual character of the city to minimize potential impacts of wireless telecommunication facilities development and installation.

B. A use permit (administrative or conditional as identified in Article 3 of this title (Zoning Districts, Allowable Uses, and General Development Standards) is required for the following wireless facilities:

1. Any new telecommunication tower that is not part of a collocation.
2. Any collocation that increases the overall height of an existing tower in order to add antennas.
3. Any building-mounted or roof-mounted antennas that are not screened from view.
4. Any small cell equipment attachments to private poles within the public right-of-way. Small cell equipment attachments on City owned poles do not require an AUP, however they shall apply for a Master License Agreement and Pole License with the Public Works Department.

....

H. Development Standards for Small Cell Attachments on private poles within the public right-of-way. All small cell attachments to private poles must acquire an Administrative Use Permit (AUP). Small cell equipment attachments on City owned poles shall apply for a Master License Agreement and Pole License with the Public Works Department.

1. Equipment shall be concealed or enclosed as much as possible in an equipment box, cabinet, or other unit that may include ventilation openings.
2. Equipment shelters, cabinets, or electrical distribution panels shall not be installed at ground level, except after all reasonable alternative pole locations have been explored

and found unavailable or lacking in some substantial way and only with prior City approval upon a good faith showing of necessity, in City's sole discretion. Ground-mounted equipment, if any, shall incorporate appropriate techniques to camouflage, disguise and/or blend the equipment into the surrounding environment. Any ground-mounted equipment shall not inhibit or block pedestrian path of travel and shall comply with the Americans with Disabilities Act (ADA) standards. Any ground-mounted equipment shall not obstruct or interfere with storm drainage facilities, drainage channels, or change the existing drainage pattern. City shall have sole discretion to approve or disapprove the installation of a battery backup unit, whether pole-mounted or ground-mounted.

3. Applicant shall verify each Pole's condition, size and foundation, and provide structural calculations and drawings for any pole-mounted equipment.
4. Any pole-mounted equipment shall be placed at least eight (8) feet above sidewalks or sixteen (16) feet above streets on the street side of the pole, and shall not obstruct line of sight to any intersection, signage, traffic control devices or other directional markings.
5. Any pole-mounted equipment shall be incorporated into the design of the pole with the use of a shroud or other stealthing techniques.
6. Any pole-mounted equipment (excluding antenna) shall be no larger than 36 inches in height, 15 inches in width and shall not extend from the pole by more than 17 inches in any direction. All conduits, conduit attachments, cables, wires and other connectors shall be placed within the pole when feasible, or otherwise concealed from public view.
7. All antennas and associated cables, connectors, and hardware shall be placed within a shroud or equivalent. A maximum of one (1) antenna shroud per pole is allowed (excluding any radio relay unit shroud).
8. The antennas and related equipment shall be constructed out of non-reflective materials, painted and/or textured to match the existing support structure and painted to blend with their surroundings. Paint shall be reviewed and shown on the Approved Plans and Specifications.
9. Any fiber optic cable or wiring connecting the antenna to the equipment cabinet or pedestal shall be located inside the Pole and shall be located underground to the equipment cabinet.
10. All other conduit, cable and wiring shall be located underground.
11. The height of a pole that includes pole-mounted equipment shall not exceed more than five (5) feet above the height of the average pole in the area, as determined by the City.

12. Equipment must be high quality, safe, fire-resistant, modern in design, and attractive in appearance, all as approved by the City.
13. Any proposed Small Cell Attachment equipment shall not be permitted within any residential zoning designation or upon any decorative poles.

H I. Operation and Maintenance Standards

...

ENVIRONMENTAL ANALYSIS

The California Environmental Quality Act (Section 21000, et. seq. of the California Public Resources Code, hereafter CEQA) requires analysis of agency approvals of discretionary “projects.” A “project,” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” The Master License Agreement and Zoning Code Amendment is a project as defined by CEQA. Pursuant to CEQA Guidelines Section 15061(b)(3), an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The activity is not subject to CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

The Zoning Code does not currently have design standards for the installation small cell antenna systems or limit the locations for such installations. The project would allow mobile data providers to install small cell antenna systems on City poles and add design standards for such small cell attachments on private poles or infrastructure in the public right of way. The Master License Agreement prohibits installation in residential areas and on decorative streetlights, and limits the installations to one small cell per pole. The Zoning Code amendment includes standards that would reduce the potential for visual and other impacts that could occur without the new standards contained in the amendment. The Zoning Code amendment requires that equipment must be concealed or enclosed as much as possible in an equipment box; restricts ground-level equipment unless no other options are available and requires any ground-level equipment to incorporate appropriate techniques to camouflage, disguise and/or blend the equipment into the surrounding environment; and prohibits blocking pedestrian path of travel; requires compliance with Americans with Disabilities Act (ADA) standards; and prohibits obstruction or interference with storm drainage facilities, or drainage channels. These new standards would reduce the potential for impacts compared to what could be constructed under existing conditions, under which no standards are in place, and ensure no impacts. Because there would be no physical environmental effects, the activity is not subject to CEQA pursuant to CEQA Guidelines section 15061(b)(3).

FISCAL IMPACT

All provide services are cost recoverable. There is no impact to the general fund.

ATTACHMENTS

1. Resolution 70-2018 Approving MLA Template and authorizing the City Manager to execute such agreements
2. Exhibit A to the Resolution: MLA Template
3. Ordinance 11-2018: Zoning Text Amendments
4. Exhibit A to the Ordinance
5. Redline Ordinance Changes
6. PowerPoint Presentation

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 70-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, APPROVING A MASTER LICENSING AGREEMENT TEMPLATE
FOR SMALL CELL WIRELESS ANTENNA SYSTEMS IN CITY RIGHT OF WAY AND
AUTHORIZING THE CITY MANAGER OR HIS OR HER DESIGNEE TO EXECUTE
AGREEMENTS FOR SUCH USE**

WHEREAS, to meet the increasing demand for high-speed mobile data service, numerous wireless providers are deploying small cell antenna systems in public rights of way that fill in the “gaps” in available mobile data services and provide faster data coverage and more capacity for users of mobile phones and devices; and

WHEREAS, several wireless providers have approached the City and desire to install such systems on City-owned poles or other infrastructure in nonresidential areas within the public right-of-way; and

WHEREAS, the City will benefit from agreements with wireless providers to better plan for and manage the deployments of the small cell wireless systems, protect public health and safety needs, maintain aesthetic standards in the public right-of- way, and ensure residents and visitors benefit from better wireless data coverage while in Rancho Cordova; and

WHEREAS, wireless providers are willing to compensate the City for their use of the City’s poles and right-of-way for wireless communication purposes; and

WHEREAS, a Master License Agreement would be required from each wireless provider that identifies each pole where a small cell system would be installed and operated by the provider, and an individual pole license would also be required prior to each installation; and

WHEREAS, the City Council desires to approve template agreements to ensure that each provided is treated in a similar manner and to expedite the approval process for all system deployments; and

WHEREAS, the Council’s approval of a Master License Agreement and Pole License Agreement template are exempt from review under the California Environmental Quality Act (“CEQA”) in that such agreements are not considered a “project” under CEQA because it will not cause significant impacts, directly or indirectly, to the environment per CEQA Regulation 15061(b)(3); and because all site specific projects that utilize these agreements will undergo the necessary CEQA review similar to any planning application.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve a Master License Agreement, including the individual Pole License Agreement, design standards, and related fee schedule, attached hereto as **Exhibit A**, and authorizes the City Manager or his or her designee to execute such agreements and issue the necessary licenses for wireless providers to install, maintain, and operate small cell wireless antennae systems on City-owned poles and infrastructure in public rights of way.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of June 2018 by the following vote:

ATTACHMENT 1**AYES:****NOES:****ABSENT:****ABSTAIN:**

Linda Budge, Mayor**ATTEST:**

Stacy Leitner, City Clerk

**ATTACHMENT 2
EXHIBIT A TO RESOLUTION 70-2018**

CITY OF RANCHO CORDOVA, CALIFORNIA

**MASTER LICENSE AGREEMENT FOR
SMALL CELL POLE ATTACHMENT INSTALLATION**

between

THE CITY OF RANCHO CORDOVA

and

For City of Rancho Cordova, California Pole License Program

Effective as of _____, 20__

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BASIC LICENSE INFORMATION	
City:	City of Rancho Cordova, a California municipal corporation
Licensee:	<u>wireless company</u>
Term (§ 3.1.1):	Ten (10) years, beginning on the Effective Date.
Master License Effective Date (§ 3.1.1):	The first day of the month after the date the parties have fully executed this Master License.
Pole License Effective Dates (§ 3.1.1):	For each Pole License, the term shall be ten years from the first day of the month after the date the parties have fully executed it.
Master License and Pole License Expiration Date:	The day before the 10th anniversary of the Effective Date.
License Fee Commencement Date (§ 4.1); Acknowledgment Letter (§ 4.1.2):	For each Pole License, the earlier of: (a) the first anniversary of the effective date of the Pole License; and (b) the first day of the month after the date on which Licensee has obtained all Regulatory Approvals. The City will confirm the Commencement Date for each Pole License in the countersigned Acknowledgment Letter.
License Fee Rate (§ 4.2.1):	As of the License Fee Commencement Date, Licensee will be obligated to pay City an annual License Fee at the rate set forth in Schedule A-4. The License Fee schedule will be attached to each Pole License as Exhibit A-4.
Integrated Pole License Fee Discount (§ 4.2.4):	20% discount to the License Fee rate per City Pole upgraded to an Integrated Pole over the remaining term of each applicable Pole License.
License Fee Adjustment Dates (§ 4.3):	License Fee rates will escalate by 2% on January 1 of each year of the Term.
Master License Application Processing Payments (§ 4.6):	\$4,000 to be delivered with Licensee's partially executed counterpart of this Master License. The payment, and any additional amounts required, will be used for City's ordinary processing and administrative costs related to the Master License application.

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Pole License Administrative Payments (§ 4.7):	\$1,000 per Standard City Pole and Nonstandard City Poles, to be delivered with Licensee's application for each Pole License. This initial payment, and any necessary replenishment(s) thereof, will be used to cover the City's actual and reasonable costs to review and administer the application process upon delivery of each Pole License application.
Permitted Use (§ 5.1):	Installation, operation, maintenance of, and access to, Equipment on the License Area specified in each Pole License and no other location. Use of the License Area for any other purpose without City's prior consent is prohibited.
Equipment installation (Art. 7):	All Equipment to be installed on the License Area is subject to City's final approval through the applicable Pole License. Licensee shall install Equipment at its sole cost only at the Pole Location specified in each Pole License.
Utilities (§ 12.1):	Licensee shall be solely responsible for obtaining and maintaining electric service for the Equipment, including, but not limited to, making payments to electric utilities and installation of separate electric meters, if necessary.
Emissions Report (§ 13.7):	As a condition to issuance of any Pole License, Licensee must provide City a copy of the Emissions Report submitted for Licensee's Wireless Facility Permit.
Default Fee schedule (17.2.4):	Exhibit A-4 to each Pole License.
Security Deposit (Art. 24):	Cash deposit, letter of credit, or surety bond in the amount of \$50,000, to be delivered with Licensee's Acknowledgment Letter for the first Pole License issued under this Master License. Licensee shall provide additional security in the amount of \$25,000 upon delivery of its Acknowledgment Letter for its tenth (10th) Pole License.
Notice address of City (§ 28.1):	City of Rancho Cordova 2729 Prospect Place Drive Rancho Cordova, CA 95670 Attn: Public Works Director Re: Master License – [wireless company] Telephone No.: [REDACTED]
With a copy to:	Meyers Nave 555 Capitol Mall, Suite 1200 Sacramento, CA 95814 Attn: Katherine A. Cook, Esq. Re: Master License – [wireless company]

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Project manager and day-to-day contact for City (§ 7.6):	Telephone No.:
Emergency contact for City (§ 9.4):	During Business Hours: Public Works Manager Telephone No.: Off-Hours Police Dispatch Telephone No.:
Instructions for payments due to City:	Checks should be made payable to "City of Rancho Cordova" and delivered to: City of Rancho Cordova 2729 Prospect Place Drive Rancho Cordova, CA 95670 Attn: Finance Director Re: Master License – Wire transfers should be directed as follows: Send remittance information to: [email address(es)]
Notice address of Licensee (§ 28.1):	Attn: Tel. Email:
With a copy to:	Meyers Nave 555 Capitol Mall, Suite 1200 Sacramento, CA 95814 Attention: Kate Cook, Esq. Re: Master License Attn: Tel.

	Email: _____
Project manager for Licensee (§ 7.6):	_____
On-call and emergency contact for Licensee (§§ 9.3, 9.4):	Name: _____ Tel.: _____ Email: _____

NOTICE TO LICENSE APPLICANTS: The City's acceptance of the application payment(s) will not obligate the City to enter into any Master License if the City in its sole discretion determines that disapproval is warranted. If the City disapproves any Master License, it will notify the applicant by a letter specifying the reasons for disapproval. Disapproval will not disqualify the applicant from re-applying.

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DRAFT

**MASTER LICENSE AGREEMENT FOR
SMALL CELL POLE ATTACHMENT INSTALLATION**

This **MASTER LICENSE AGREEMENT FOR SMALL CELL POLE ATTACHMENT INSTALLATION** ("**Master License**"), effective as of _____, 20__, is made by and between the **CITY OF RANCHO CORDOVA**, a California municipal corporation (the "**City**") and - _____ ("**Licensee**").

BACKGROUND

A. The City owns approximately _____ street light poles and other traffic control and safety poles (each, a "**City Pole**") in Rancho Cordova, California, many of which are suitable sites for installing equipment to enhance wireless telecommunications services in _____.

B. Licensee has requested to use City Poles to install, maintain, access, and operate communications facilities as specified in this Master License.

C. The City's Master License Distributed Antenna System Pole Installation Program (the "**Street Light License Program**") is a revenue-generating program to license existing City Poles for installation of outdoor distributed antenna systems to be installed and operated by wireless telecommunications carriers using licensed spectrum and third-party hosts certificated by the California Public Utilities Commission, as described in materials on file with the City Clerk. The Street Light License Program and Master License have been approved by the following City actions, all of which are now final and binding:

1. The City Council concluded that City approval of the proposed Street Light License Program and forms of Master License and Pole License would not commit the City to authorize use of specific City Poles. Therefore, the City actions described in Paragraph B.2 did not fall with the definition of a "project" under the California Environmental Quality Act (CEQA) Guidelines section 15378.

2. The City Council adopted Resolution No. _____ approving the Street Light License Program and authorizing its City Manager or his or her designee to enter into this Master License with and to issue Pole Licenses to wireless telecommunications carriers in a manner consistent with all required approvals on _____, 20__.

3. The City Council adopted Resolution No. _____ approving the Street Light License Program and authorizing the City to enter into Master Licenses and Pole Licenses with Licensee and other wireless telecommunications carriers under the Street Light License Program through its City Manager in substantially the forms on file with the City Clerk on _____, 20__.

D. Licensee has the authority under applicable Laws to install and maintain communications facilities in the public right-of-way to provide wireless telecommunications services.

NOW THEREFORE, IN RECOGNITION OF MUTUAL CONSIDERATION, THE ABOVE PARTIES AGREE TO THE FOLLOWING:

AGREEMENT

1. PURPOSE, DEFINITIONS, AND BASIC LICENSE INFORMATION

1.1 Purpose.

1.1.1 Master License. This Master License: (i) establishes the legal relationship and framework under which Licensee may apply to the City for and obtain a revocable, nonpossessory license to use the License Area identified in Pole Licenses issued under this Master License for the Permitted Use; (ii) governs the fees, charges, procedures, requirements, terms, and conditions by which the City will issue Pole License(s) to Licensee; and (iii) authorizes Licensee to engage in the Permitted Use only after Pole Licenses are issued under this Master License.

1.1.2 Pole Licenses. Pole Licenses that the City issues under this Master License will: (i) authorize Licensee to engage in the Permitted Use; (ii) specify approved Pole Locations, any site constraints, and any additional installation, operation, access, and maintenance requirements specific to those Pole Locations; (iii) grant a license, but not a leasehold interest, to Licensee only as a part of and subject to the terms and conditions of this Master License; and (iv) not amend any term or condition of this Master License.

1.1.3 Non-City Poles. The parties agree that Licensee may seek to install Equipment on poles owned by any other public or private party, or as otherwise permitted by Laws.

1.2 Basic License Information.

The Basic License Information in the preceding pages is intended to provide a summary of certain provisions relating to the licenses that the City will grant to Licensee in accordance with this Master License and is for the parties' reference only. If any information in the Basic License Information conflicts with any more specific provision of this Master License or any Pole License issued under it, the more specific provision will control.

1.3 Definitions.

Capitalized and other defined terms used in this Master License and all exhibits have the meanings given to them in this Section or in the text where indicated below, subject to the rules of interpretation set forth in **Section 28.4** (Interpretation of Licenses).

"Acknowledgment Letter" is defined in **Subsection 4.1.2.**

"Additional Fees" is defined in **Subsection 4.8.1.**

"Adjustment Date" is defined in **Section 4.3.**

"Administrative Costs" is defined in **Section 4.7.**

"Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under the common control with Licensee.

“Agents” when used with respect to either party includes the agents, employees, officers, contractors, subcontractors, and representatives of that party in relation to this Master License and the License Area.

“Approved Plans” is defined in **Subsection 7.1.1.**

“Assignee” is defined in **Section 16.2.**

“Assignment” means any of the following: (a) a merger, acquisition, or other transfer of a controlling interest in Licensee, voluntarily or by operation of Law; (b) Licensee’s sale, assignment, encumbrance, pledge, or other transfer of any part of its interest in or rights with respect to the License Area; and (c) any action by Licensee to permit any portion of the License Area to be occupied by anyone other than itself, including a sublicensee.

“Assignment Response Period” is defined in **Subsection 16.3.1.**

“Basic License Information” means the summary attached in chart form immediately preceding the text of this Master License.

“Broker” is defined in **Section 28.6.**

“Business Day” is defined in **Subsection 28.4.4.**

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), also commonly known as the “Superfund” law.

“City” is defined in the preamble.

“City Pole” is defined in **Recital A.**

“Claim” is defined in **Section 18.1.**

“Commencement Date” is defined in **Subsection 4.1.1.**

“Common Control” means two entities that are both Controlled by the same third entity.

“Control” means: (a) as to a corporation, the ownership of stock having the right to exercise more than 50% of the total combined voting power of all classes of stock of the controlled corporation, issued and outstanding; and (b) as to partnerships and other forms of business associations, ownership of more than 50% of the beneficial interest and voting control of such association.

“CPUC” is defined in **Subsection 13.2.1.**

“Default Fee” is defined in **Subsection 17.2.4.**

“Effective Date” means the effective date of this Master License as specified in the Basic License Information.

“EMFs” is defined in **Section 13.7.**

“Emissions Report” is defined in **Section 13.7.**

“Environmental Laws” means any Law relating to industrial hygiene, environmental conditions, or Hazardous Materials.

“Equipment” means antennas and any associated utility or equipment box, and battery backup, transmitters, receivers, radios, amplifiers, ancillary fiber-optic cables and wiring, and ancillary equipment for the transmission and reception of radio communication signals for voice and other data transmission, including the means and devices used to attach, mount or install other Equipment to a licensed pole in the public right of way, peripherals, and ancillary equipment and installations, including wiring, cabling, power feeds, and any approved signage attached to Equipment.

“Expiration Date” means the last day of the Term of this Master License as specified the Basic License Information.

“FCC” is defined in **Section 7.1.2.**

“Hazardous Material” means any material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any Regulatory Agency to pose a present or potential hazard to human health, welfare, or safety or to the environment. Hazardous Material includes any material or substance defined as a “hazardous substance,” or “pollutant” or “contaminant” in CERCLA or section 25316 of the California Health & Safety Code; and any “hazardous waste” listed in section 25140 of the California Health & Safety Code; and petroleum, including crude oil or any fraction thereof, natural gas, or natural gas liquids.

“Indemnified Party” means the City, its Agents, its Invitees, and their respective heirs, legal representatives, successors, and assigns.

“Indemnify” means to indemnify, defend (with counsel reasonably acceptable to an Indemnified Party), and hold harmless.

“Infrastructure” means any and all forms of existing power supply, conduit, or other form of infrastructure fixtures or equipment for the delivery of power or communication services to a City Pole or otherwise located in the public right of way or other location controlled or owned by City.

“Integrated Pole” means a Pole designed to house street lighting and wireless communications equipment intended to provide efficient lighting and wireless communications signals in an integrated, aesthetically coherent structure. An Integrated Pole shall function as street lighting even if Equipment is not connected or is removed from the Integrated Pole.

“Investigate and Remediate” means the undertaking of any activities to determine the nature and extent of Hazardous Material that may be located in, on, under, or about the License Area or that has been, is being, or is in danger of being Released into the environment, and to clean up, remove, contain, treat, stabilize, monitor, or otherwise control such Hazardous Material.

“Invitees” when used with respect to either party includes the clients, customers, invitees, guests, tenants, subtenants, licensees, assignees, and sublicensees of that party in relation to the License Area.

“Laws” means all present and future statutes, ordinances, codes, orders, regulations, and implementing requirements and restrictions of federal, state, county, and municipal authorities, whether foreseen or unforeseen, ordinary as well as extraordinary, as adopted or as amended at the time in question.

“License Area” means, individually and collectively for all licensed City Poles, the portion of the City Poles and infrastructure approved for installation of Equipment, including pole tops, conduits housing the circuits delivering power to the City Poles and street light pull boxes and other City Property necessary for access.

“License Fee” is defined in **Subsection 4.2.1.** **“License Year”** is defined in **Subsection 4.1.1.** **“Licensee”** is defined in the preamble.

“Master License” is defined in the preamble, and where appropriate in the context, includes all Pole Licenses issued under it.

“NESC” is defined in **Section 13.4.**

“Nonstandard City Pole” means a City Pole other than a Standard City Pole, including historic, decorative, or concrete City Poles, traffic signal poles, or intersection traffic control and safety poles.

“Notice of Proposed Assignment” is defined in **Section 16.2.**

“Permitted Assignment” is defined in Subsection 16.6.1.

“Permitted Use” means Licensee’s installation, operation, access to, and maintenance of Equipment for the transmission and reception of wireless, cellular telephone, and data and related communications equipment on License Areas.

“Pole” means a street light pole or other utility pole in Rancho Cordova, whether owned and operated by the City or another entity.

“Pole License” means the document in the form of Exhibit A that, when fully executed, incorporates the provisions of this Master License and authorizes Licensee to install, operate, and maintain Equipment for the Permitted Use on City Poles and infrastructure identified in the Pole License.

“Pole Location” means the geographic information identifying each City Pole on which Licensee is authorized to install, operate and maintain Equipment under Pole Licenses. Pole Locations will be identified in Exhibit A-1 to each Pole License.

“Property” means any interest in real or personal property, including land, air, and water areas, leasehold interests, possessory interests, easements, franchises, and other appurtenances, public rights-of-way, physical works of improvements such as buildings, structures, poles, infrastructure, utility, and other facilities, and alterations, installations, fixtures, furnishings, and additions to existing real property, personal property, and improvements.

“Regulatory Agency” means the local, regional, state, or federal body with jurisdiction and responsibility for issuing Regulatory Approvals in accordance with applicable Laws.

“Regulatory Approvals” means licenses, permits, and other approvals necessary for Licensee to install, operate, and maintain Equipment on the License Area, including any applicable permits relating to wireless facilities or encroachments.

“Release” when used with respect to Hazardous Material includes any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing on, under, or about the License Area, other City Property, or the environment.

“RFs” is defined in Section 13.7.

“Security Deposit” is defined in Section 24.1.

“Standard City Pole” means a standard steel tapered City street light pole installed in the city right-of-way. Standard City Poles conform to then-applicable Public Works standards, as may be amended from time to time.

“Subsidiary” means an entity controlled by Licensee.

“Term” is defined in Subsection 3.1.1.

“Wireless Facility Permit” is defined in Section 6.2.

2. SCOPE OF LICENSE

2.1 License Areas.

2.1.1 Issuance of Pole Licenses. Subject to the terms, covenants, and conditions set forth in this Master License, the City will issue to Licensee one or more Pole Licenses, each of which will be effective as of the first day of the month after the date on which both parties have executed it. Each Pole License will grant Licensee a contractual license to use the License Area specified in the Pole License. No Competing Licenses. The City will not license to any third party any City Pole that is licensed to Licensee under a Pole License.

2.1.3 Limitation on Scope. This Master License applies only to City Poles and infrastructure identified in final, fully executed Pole Licenses. This Master License does not authorize the Permitted Use on any other City Property except the License Areas specified in the Pole Licenses.

2.1.4 Limitation on Nonstandard City Poles. Licensee acknowledges that: (i) any Pole License application that requests installation of Equipment on a Nonstandard City Pole imposes a greater administrative burden on the City in the Pole License application review and approval process; and (ii) for any other Nonstandard City Pole that is historic or decorative, the City has the right in its sole discretion to deny an application for a Pole License solely on aesthetic grounds to the extent permitted by Laws.

2.1.5 Exclusions. Licensee acknowledges that the City will not license any of the following to Licensee for any purpose: (i) Nonstandard City Poles that are concrete; (ii) electrical wires servicing City Poles; and (iii) a City Pole that the City has already licensed to a third party. Notwithstanding the preceding sentence, City may approve, in its sole discretion, a Pole License that allows the replacement of a concrete Nonstandard City Pole with a Standard City Pole or Integrated Pole at Licensee's sole cost and expense, subject to the City's prior approval of plans, specifications, cost estimates, materials, and acceptance of completed improvements.

2.2 No Property Interest in License Area or City Poles.

2.2.1 Limited Interest. Licensee acknowledges and agrees that neither this Master License nor any Pole License issued under it creates a lease, possessory interest, easement, franchise, or any other real property interest in any part of the License Area. Licensee further acknowledges and agrees that in the absence of a fully executed Pole License, Licensee does not have the right to use any City Pole for any purpose.

2.2.2 Limited Rights. Pole Licenses that the City issues under this Master License grant to Licensee only a nonpossessory, revocable license to enter onto and use the License Area for the Permitted Use, which means that:

- (a) the City retains possession and control of all License Areas and City Poles for City operations, which will at all times be superior to Licensee's interest;
- (b) the City may terminate a Pole License in whole or in part at any time, but only in accordance with this Master License;
- (c) except as specifically provided otherwise in this Master License, this Master License does not limit, restrict, or prohibit the City from entering into agreements with third parties regarding the use of other City facilities, including City Poles or other City Property in the vicinity of any License Area; provided, however, that the City should not grant permission to any third parties that would allow them to interfere with Licensee's use of the License Area as allowed under this Agreement;
- (d) neither this Master License nor any Pole License creates a partnership or joint venture between the City and Licensee.

2.2.3 No Impediment to Municipal Use. Except as limited in this Master License, neither this Master License nor any Pole License limits, alters, or waives the City's right to use any part of the License Area as infrastructure established and maintained for the benefit of the City,

and for such purpose, City may require Licensee to relocate its equipment and facilities at Licensee's sole expense pursuant to Section 27.3.4 of this Agreement.

2.3 Signs and Advertising.

Licensee agrees that its rights under Pole Licenses do not authorize Licensee to erect or maintain, or permit to be erected or maintained by anyone under Licensee's control, any signs (except as provided in **Section 7.1.2** (Identification of Licensee's Equipment)), notices, graphics, or advertising of any kind on any part of the License Area.

2.4 Light and Air.

Licensee agrees that no diminution of light, air, or signal transmission by any structure (whether or not erected by the City) will entitle Licensee to any reduction of the License Fees or Additional Fees under any Pole License, result in any liability of the City to Licensee, or in any other way affect this Master License, any Pole License, or Licensee's obligations, except as specifically provided in this Master License.

2.5 As-Is Condition of the License Area.

Licensee's attention is directed to the following:

2.5.1 As-Is Condition. Licensee expressly acknowledges and agrees to enter onto and use each License Area in its "as-is, with all faults" condition. The City makes no representation or warranty of any kind as to the condition or suitability for Licensee's use of any License Area.

2.5.2 Licensee Due Diligence. Licensee represents and warrants to the City that Licensee has conducted a reasonably diligent investigation, either independently or through Agents of Licensee's choosing, of the condition of the License Area and of the suitability of the License Area for Licensee's intended use, and Licensee is relying solely on its independent investigation. Licensee further represents and warrants that its intended use of the License Area is the Permitted Use as defined in **Section 1.3** (Definitions) and as described in the Basic License Information.

2.5.3 No City Representations or Warranties. Except as may be expressly provided herein, Licensee agrees that neither the City nor any of its Agents have made, and the City disclaims, any representations or warranties, express or implied, with respect to the physical, structural, or environmental condition of the License Area, the present or future suitability of the License Area for the Permitted Use, or any other matter relating to the License Area.

2.5.4 Disclosure. Under California Civil Code section 1938, to the extent applicable to this Master License, Licensee is hereby advised that a Certified Access Specialist (as defined in that Law) has not inspected any License Area to determine whether it meets all applicable construction-related accessibility requirements.

3. TERM

3.1 Term of Master License and Pole Licenses.

3.1.1 Term. The term of this Master License shall be ten (10) years commencing on the Effective Date and ending at midnight on the last day of the term, unless earlier terminated by City or Licensee pursuant to the express terms of this Agreement (the “**Term**”). Each Pole License will be effective on the first day of the month after the date the parties have fully executed it and shall expire ten (10) years thereafter; provided, however, that if the Term of this Master License expires prior to expiration of the term of the Pole License, then the term of the Pole License shall expire upon expiration of the Term of this Master License. Licensee shall have the option to extend the Term of this Master License for three (3) successive periods of five (5) years each. Such extensions shall take effect automatically unless Licensee otherwise notifies City in writing not less than ninety (90) days prior to the expiration of the then-current Term.

3.1.2 Minimum Term. The minimum Term for the purpose of establishing the License Fee for each Pole License will be one License Year immediately following the Commencement Date under **Section 4.1** (Commencement Date). This minimum Term provision will prevail over any rights of abatement or termination afforded to Licensee under this Master License except as otherwise expressly stated herein.

4. LICENSE FEES; ADDITIONAL FEES; AND OTHER CHARGES

4.1 Commencement Date.

4.1.1 Definition. Licensee shall pay an annual License Fee under each Pole License beginning on its “**Commencement Date**,” which will be the earlier of: (i) the first anniversary of the effective date of the Pole License; or (ii) the first day of the month after the date on which Licensee has obtained all Regulatory Approvals necessary for the Permitted Use on the License Area. Each 12-month period (or shorter, for the period immediately preceding the Expiration Date) beginning on the Commencement Date of each Pole License is a “**License Year**” for that Pole License.

4.1.2 Acknowledgment Letter. Within 60 days after obtaining all Regulatory Approvals for the Permitted Use on any License Area, Licensee shall deliver to the City a letter in the form of **Exhibit A-3** to the Pole License (each, an “**Acknowledgment Letter**”). The purposes of the Acknowledgment Letter are to: (i) confirm the Commencement Date; (ii) tender or confirm payment by wire transfer of the License Fee for the first License Year, and the Security Deposit (by check, wire transfer, surety bond, or letter of credit), all in the amounts specified in the Basic License Information; (iii) provide to the City copies of all Regulatory Approvals; and (iv) provide to the City copies of required insurance certificates and endorsements related to the requirements under **Article 19** (Insurance).

4.1.3 City Demand for Acknowledgment Letter. If Licensee has not delivered to the City the complete Acknowledgment Letter by the first anniversary of the effective date of any Pole License, the City will have the right to: (i) demand that Licensee deliver the Acknowledgment Letter, together with copies of all Regulatory Approvals, within 10 business days after the date of the City’s demand; and (ii) to set the Commencement Date at the first anniversary of the Commencement Date if Licensee does not deliver the complete Acknowledgment Letter within that 10-business day period.

4.1.4 Correct Commencement Date. In all cases, the City will have the right to correct the Commencement Date stated in Licensee’s Acknowledgment Letter after examining Regulatory Approvals. The City will notify Licensee of any such correction by notice delivered in

accordance with **Section 28.1** (Notices). The City's determination under this subsection or under **Subsection 4.1.3** (City Demand for Acknowledgment Letter) will be final for all purposes under this Master License unless the City's determination is demonstrably arbitrary and capricious.

4.1.5 Countersigned Acknowledgment Letter. The City will use reasonable efforts to deliver to Licensee a countersigned copy of the Acknowledgement Letter or its determination of the Commencement Date under **Subsection 4.1.4** (Correct Commencement Date) within ten (10) business days of the City's receipt of the Acknowledgement Letter from the Licensee. The fully executed Acknowledgement Letter or the City's Commencement Date determination letter, as applicable, will be the City's notice to proceed under **Section 7.2** (Installation).

4.2 License Fees.

4.2.1 License Fee Schedule. Licensee shall pay to the City the License Fee for each License Year at the rates specified in the License Fee schedule attached hereto as Schedule A-4, which shall also be attached to each Pole License as Schedule or Exhibit A-4 thereto (the "**License Fee**"). The License Fee schedule will reflect annual adjustments as provided in **Section 4.3** (Adjustments in License Fee), as shown in Schedule A-4, attached hereto. The License Fee must be delivered in cash or its equivalent in the manner specified in **Section 4.9** (Manner of Payment).

4.2.2 Amount of License Fee: Proration. Licensee must take into account annual License Fee adjustments under **Section 4.3** (Adjustments in License Fee) when calculating the amount of each annual License Fee. Each annual License Fee is payable in advance without prior demand or any deduction, setoff, or counterclaim, except to account for a partial year at the beginning of a Pole License, at the end of the Term or earlier termination of this Master License or a right of abatement or refund expressly granted under this Master License. Any amounts calculated for less than a full year or a full month will be calculated based on the actual number of days in the year or month, as applicable.

4.2.3 Due Dates.

- (a) Licensee shall submit the first License Year's License Fee with the Acknowledgment Letter without deduction for any reason.
- (b) The annual License Fee for each subsequent License Year of the Term of each Pole License will be due and payable to the City on each anniversary of the Commencement Date and will be late if the City has not received payment by the due date.

4.2.4 Discount for Integrated Poles. If the use of Integrated Poles becomes feasible at any time during the Term, Licensee may request that the City amend any Pole License to authorize Licensee to replace one or more licensed City Poles with Integrated Poles, subject to the City's prior approval of plans, specifications, cost estimates, materials, and completed improvements in accordance with **Section 8.1** (Licensee's Alterations). As an incentive for Licensee to upgrade City Poles to Integrated Poles, beginning in the License Year following the License Year in which the City accepts the Integrated Pole and continuing for the remainder of the Term of each affected Pole License, the City will discount by 20% the annual License Fee for each Integrated Pole that the City has accepted.

4.3 Adjustments in License Fee.

On July 1 of each year of this Master License (each, an “**Adjustment Date**”), the License Fee will be increased by 2%, as shown in Schedule A-4 attached hereto.

4.4 Late Charge.

If Licensee fails to pay any License Fee, Additional Fee, or other amount payable to the City under this Master License within 10 days after the City’s delivery of notice that the same is due and unpaid, such unpaid amounts will be subject to a late charge equal to 6% of the unpaid amounts. For example, if a License Fee in the amount of \$40,000 is not paid on its due date and remains unpaid after the 10-day cure period has expired, the late charge would be \$2,400.

4.5 Default Interest.

Any License Fee, Additional Fee, and other amount payable to the City (except late charges), if not paid within 10 days after the due date, will bear interest from the due date until paid at the default rate of 10% per year. Payment of default interest and the applicable late charge alone will not excuse or cure any default by Licensee.

4.6 Master License Application Processing Payments.

Licensee shall pay to the City funds to cover the City’s ordinary processing and other administrative costs related to the Master License application (“**Master License Costs**”). Such payments shall compensate the City for all of the reasonable and actual costs of processing the Master License application, including, but not limited to, all time and materials costs of City employees, agents, consultants, and the City Attorney’s office.

4.6.1 Initial Deposit; Replenishment. Licensee shall make an initial deposit in the amount of \$4,000.00 upon delivery of a partially executed counterpart of this Master License to the City. The City will not be obligated to process any Master License until the initial payment is submitted. The initial payment shall be held by City in an account for the reimbursement of City’s reasonable and actual costs incurred in processing the Master License application. Upon Licensee’s request, City shall provide to Licensee a monthly accounting of the account with a description of City’s costs and expenses withdrawn from the account.

If there is a reasonable need for additional funds to facilitate review and processing of the Master License application, the City may request, and Licensee shall replenish the deposit for the City’s anticipated cost of such extra work. If Licensee refuses or fails to submit the replenishment for the extra work upon City’s written request, City shall have the right to cease all processing of Licensee’s application until such time as the funds are received.

4.6.2 Early Termination. Licensee shall have the right to terminate processing of the application by providing written notice to the City. Upon receipt of such notice by City (for purposes of this section, “**Termination Date**”), City shall cease all processing on Licensee’s application as of the Termination Date.

4.6.3 Refunding of Excess Amounts. Transfer to Administrative Processing Account. Any funds remaining in the account will be refunded to Licensee after the Termination Date. At the completion of the processing of the Master License application, the City will transfer

any funds remaining to a fund to be used for reimbursement of Administrative Costs pursuant to Section 4.7.

4.7 Pole License Administrative Processing Costs.

Licensee shall pay to the City funds to cover the City's costs to review and administer the Pole License application process (the "**Administrative Costs**"). Such payments shall compensate the City for all of the reasonable and actual costs of processing each Pole License application, including, but not limited to, all time and materials costs of City employees, agents, consultants, and the City Attorney's office.

4.7.1 Initial Deposit; Replenishment. Unless the account described in Section 4.7.2 then contains in excess of \$2,000, Licensee shall deposit with City an initial deposit in the amount of \$2,000 upon delivery of each Pole License application, including Nonstandard City Pole License applications, to the City. City will not be obligated to begin its review of any Pole License application until the initial deposit is made. If there is a reasonable need for additional funds to facilitate review and processing of the Pole License application, the City may request, and Licensee shall replenish the deposit for the anticipated cost of such extra work. If Licensee refuses or fails to submit the replenishment for the extra work upon City's written request, City shall have the right to cease all processing of Licensee's application until such time as the funds are received.

4.7.2 Account. All deposits, replenishments, as provided below, shall be held by City in an account for the reimbursement of City's reasonable and actual Administrative Costs. Unless requested otherwise, the City will maintain the account following issuance of each Pole License for the purpose of reimbursing the Administrative Costs of future Pole License applications. Upon Licensee's request, City shall provide to Licensee a monthly accounting of the account with a description of City's costs and expenses withdrawn from the account.

4.7.3 Early Termination. Licensee shall have the right to terminate processing of the application by providing written notice to the City. Upon receipt of such notice by City (for purposes of this section, "**Termination Date**"), City shall cease all processing on Licensee's application as of the Termination Date and shall pay all costs reasonably and actually incurred by City prior to such Termination Date to the extent that such funds are not available in the account.

4.7.4 Closure of Account. Licensee may elect to close the account at any time, subject to the City's right to discontinue processing. Upon closure, any funds remaining in the account will be refunded to Licensee.

4.7.5 Refunding of Excess Amounts. Any funds remaining in the account will be refunded to Licensee upon Licensee's request, and after City has completed a full accounting of work completed prior to time of Licensee's notification of account closure.

4.8 Additional Fees.

4.8.1 Defined. Sums payable to the City by Licensee, including any late charges, default interest, costs related to a request for the City's consent to an Assignment under **Section 16.2** (Notice of Proposed Assignment), and Default Fees under **Subsection 17.2.4** (Default Fees), are referred to collectively as "**Additional Fees**." Additional Fees are not regulatory fees.

Exclusions. Licensee's payment of any of the following will not be considered Additional Fees under this Master License: (i) application fees (§ 4.6); (ii) Administrative Payments (§ 4.7); (iii) any other amount paid to the City in compensation for reviewing Licensee's applications and coordinating and inspecting its installation of Equipment on the License Area under Pole Licenses; (iv) License Fees; and (v) any other payments to the City.

4.9 Manner of Payment.

Licensee shall pay License Fees, Administrative Payments, Additional Fees, and all other amounts payable to the City under this Master License in cash or other immediately available funds by: (i) check payable to the "City of Rancho Cordova" and delivered to the City in care of the Finance Director of the City of Rancho Cordova at the address for payment specified in the Basic License Information; or (ii) wire transfer in accordance with the instructions in the Basic License Information, unless the City directs otherwise by notice given in accordance with Section 28.1 (Notices). A check that is dishonored will be deemed unpaid.

4.10 Reasonableness of Liquidated Charges and Fees.

The parties agree that the Additional Fees payable under this Master License represent a fair and reasonable estimate of the administrative costs that the City will incur in connection with the matters for which they are imposed and that the City's right to impose the Additional Fees is in addition to and not in lieu of its other rights under this Master License. More specifically:

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE CITY'S ACTUAL ADMINISTRATIVE COSTS AND OTHER DETRIMENT ARISING FROM LICENSEE DEFAULTS AND OTHER ADMINISTRATIVE MATTERS UNDER THIS MASTER LICENSE WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. BY PLACING HIS OR HER INITIALS BELOW, AN AUTHORIZED REPRESENTATIVE OF EACH PARTY ACKNOWLEDGES THAT THE PARTIES HAVE AGREED, AFTER NEGOTIATION, ON THE AMOUNT OF THE ADDITIONAL FEES AS REASONABLE ESTIMATES OF THE CITY'S ADDITIONAL ADMINISTRATIVE COSTS AND OTHER DETRIMENT.

Initials: Licensee _____ City _____

5. USE RESTRICTIONS

5.1 Permitted Use.

Licensee shall use the License Area solely for the Permitted Use and for no other use, subject to all applicable Laws and conditions of Regulatory Approvals. Licensee shall not interfere with the City's use and operation of any portion of the License Area or any other City Property for any purpose. Each Pole License will be subject to and conditioned upon Licensee obtaining and maintaining throughout the Term all Regulatory Approvals to use the License Area for the Permitted Use. Licensee acknowledges that City Laws and Regulatory Approvals include design review, engineering, radio interference, and zoning or telecommunications ordinances.

5.2 No Illegal Uses or Nuisances.

Licensee shall not use or occupy any of the License Area in any unlawful manner or for any illegal purpose or in any manner that constitutes a nuisance as determined by the City in its reasonable judgment. Licensee shall take all precautions to eliminate any nuisances or hazards in connection with its use of the License Area.

6. POLE LICENSE APPROVALS

6.1 City Approval Required.

6.1.1 City Rights Superior. Licensee's use of any part of the License Area for the Permitted Use is subject to the City's prior approval in connection with a Pole License application. Subject to any limitations expressly provided in this Master License, the City is not obligated to subordinate its municipal functions or proprietary interests in any way to Licensee's interest under any Pole License. In determining whether to approve Licensee's application for any City Pole, including the attached plans and specifications, the City may consider any matter affecting its municipal obligations and proprietary interests. Examples of municipal and proprietary concerns include:

- (a) the resulting total load on the City Pole if the Equipment is installed;
- (b) the impact of the installation on the City's street light operations, including whether the Equipment would compromise the City's street light circuits serving City Poles;
- (c) whether the installation complies with electrical codes;
- (d) whether the Equipment would create a hazardous or unsafe condition;
- (e) any impacts the Equipment would have in the vicinity of the City Pole, including size, materials, and visual clutter;
- (f) aesthetic concerns; and
- (g) municipal plans for the City Pole.

6.1.2 Changes in Application. If the City determines for any reason that the Permitted Use at any particular Pole Location would impede its municipal functions or otherwise affect its proprietary interests negatively, it will provide notice to Licensee of the City's concerns as soon as reasonably practicable in the application review process. Licensee will have the opportunity to change the Pole License application to address the City's concerns for a period ending 14 days after delivery of the City's notice without affecting the priority of Licensee's application in relation to other potential licensees. Any other changes that Licensee makes in the Pole License application will cause the date that the application is deemed submitted to be changed to the date that Licensee delivers the proposed changes to the City.

6.1.3 Consultation with Community Development. In reviewing a Pole License application, the City's Public Works Department may consult with the City's Community Development Department to assess whether Licensee's proposed Equipment is appropriate for a given location or, for historic and decorative Nonstandard City Poles, whether the proposed Equipment poses particular aesthetic concerns. Licensee acknowledges and agrees that any consultation between Public Works Department and the Community Development Department in accordance with the preceding sentence and any resulting actions by the City would be in its proprietary capacity as the owner of the City Poles and would not be an exercise of regulatory authority.

6.2 Regulatory Approval Required.

Licensee's installation of Equipment is also subject to the prior approval of, and Licensee's compliance with all conditions of, any applicable wireless facility permit, encroachment permit, or other planning, design, or aesthetic approval as required by the Rancho Cordova Municipal Code

(generally, a “**Wireless Facility Use Permit**”), other applicable City requirements, and implementing regulations and orders, if any.

6.3 Initial and Annual Master Plans Required.

At the time of Licensee’s submission of the Master License application, Licensee shall submit to the City a master plan showing the number and approximate location(s) (within one-eighth of a mile (660 feet)) of each City Pole for which Licensee intends to submit a Pole License application (“**Master Plan**”) during the current calendar year. No later than each December 31st thereafter during the term of this Master License, Licensee shall submit to the City a revised Master Plan, showing the number and approximate location(s) of each City Pole for which Licensee intends to submit a Pole License application during the subsequent calendar year. The initial and annual Master Plans shall be based on Licensee’s best information reasonably available at that time with respect to the proposed use of City Poles for the upcoming calendar year. Licensee may submit updated Master Plans at any time. The purpose of the Master Plan is (a) to give the City a sense of the workload required to process Licensee’s Pole License applications for upcoming year; (b) to allow the City to identify geographic locations in which multiple carriers may be filing Pole License applications; and (c) to allow the City to identify opportunities to negotiate terms for potential shared cost of conduit installation. Licensee’s Master Plans shall reasonably designed to meet such purposes.

6.4 Pole License Application.

Licensee shall submit Pole License applications to the City, which will review, approve, or deny each application in its reasonable discretion. Each application will consist of: (a) partially executed duplicate counterparts of a Pole License application in the form attached as **Exhibit A**; (b) **Exhibit A-1** filled in with the location and other identifying information about each City Pole covered by the Application, including whether it is a Standard City Pole or a historic or decorative Nonstandard City Pole; (c) **Exhibit A-2**, consisting of all plans and specifications required under **Subsection 7.1.1** (Strict Compliance Required); (d) the initial Administrative Payment as specified in **Section 4.7** (Pole License Administrative Payments); and (e) if not previously provided, a copy of the Emissions Report submitted for the Wireless Facility Permit. For Pole License applications relating to the use a License Area that is not solely owned by the City, including, but not limited to, City easements located on private property, Licensee shall also provide evidence demonstrating, to the satisfaction of the City Attorney, Licensee’s entitlement to use the proposed License Area for the Permitted Use.

6.5 Pole License Application Review Process.

The City will review and process Pole License applications in a reasonably prompt manner in the chronological order (date and time) in which complete applications are submitted or deemed submitted. Except as stated in the preceding sentence or as otherwise specified in this Master License, the City will not give priority to any application or licensee over another application or licensee. Licensee acknowledges that staff and budget considerations will limit the City’s ability to review and process Pole License applications. In an effort to resolve delays in processing Pole License applications, Licensee may provide City funding for additional staffing to aid in the review process; provided, however, Licensee shall in no circumstance pay more than City’s actual cost for such staffing. During its review process, the City will provide to Licensee the applicable License Fee and Default Fee Schedule (**Exhibit A-4** to Pole License) and City Installation Guidelines (**Exhibit A-5** to Pole License), each of which will be deemed to be attached to the Pole License upon execution by the City.

6.6 Administrative Payments.

The City is not obligated to begin its review of any Pole License application if Licensee has failed to pay the applicable initial Administrative Payment under **Section 4.7** (Pole License Administrative Payments) when due. If Licensee does not timely deliver the required initial Administrative Payment, the supplement for any Nonstandard City Pole, or any additional Administrative Payment required for the City to complete its review, the City may suspend its review of any of Licensee's Pole License applications then under review by the City. The date and time of submission of any suspended Pole License application will be deemed to be the date and time that Licensee submits the required payment.

6.7 Pole License Approval.

The City will notify Licensee that the City has approved each Pole License by returning one fully executed counterpart of the Pole License to Licensee, and it will endeavor to do so within 45 days of receiving a complete Pole License application. The City requires as a condition to approval of any Pole License that Licensee provide proof that contractors installing Equipment have bonds and insurance coverage as required by **Section 19.5** (Contractors' Bonds and Insurance). A City decision to grant or deny a Pole License application is not a regulatory determination subject to appeal, but is an exercise of the City's proprietary authority over its facilities.

6.8 Right to Disapprove.

Licensee acknowledges that the City has the absolute right to disapprove any Pole License to the extent that Licensee requests a Pole Location where the placement of Licensee's Equipment would interfere with the City's use of any City Pole, any municipal or proprietary concern, or create a hazardous or unsafe condition.

7. INSTALLATION OF EQUIPMENT

7.1 Approved Plans and Specifications.

7.1.1 Strict Compliance Required. Licensee must submit its plans and specifications for the City's review as **Exhibit A-2** to its Pole License application. Plans and specifications must cover all Equipment, including signage required or permitted under **Subsection 7.1.2** (Identification and Other Signage). Licensee's plans and specifications and any Equipment installed, if authorized, shall comply with the minimum requirements provided in **Exhibit B** to this Master License, attached to and incorporated herein. Licensee expressly agrees that these minimum requirements are an exercise of the City's proprietary interests as the owner of the City Poles and are not an exercise of the City's regulatory authority. Licensee is authorized to install Equipment at the License Area covered by the Pole License only in strict compliance with the plans and specifications approved by the City and, if applicable, in Regulatory Approvals ("Approved Plans").

7.1.2 Identification and Other Signage. Licensee shall place one identification plate in size, material, form, and substance strictly complying with the Approved Plans on its Equipment at each Pole Location, and one identification plate with the same information on the ground near the Pole. The plates shall include Licensee's corporate name and the telephone number at which Licensee's on-call representative listed in the Basic License Information can be reached. If Licensee's on-call representative changes, Licensee must provide notice to the City of the new contact information and replace all identification plates. Licensee may also place signage on Licensee's Equipment that contains information and disclosures required by the Federal Communications Commission (the "**FCC**"). Replacement of Licensee's signage will be considered

maintenance subject to **Section 10.5** (Licensee's Equipment). If required by the City and allowed by PG&E, one additional identification plate shall be placed on Licensee's electrical meter box.

7.1.3 Required Changes. Licensee may amend previously Approved Plans if required to obtain or comply with other Regulatory Approvals necessary for installation of Equipment, including construction or installation-related temporary street occupancy permits, traffic control permits, and building permits, as may be required by City codes. Amendment of Approved Plans will require the City's approval. Licensee acknowledges that as of the Effective Date of this Master License, the City has not approved or promised to approve any plans, specifications, or permits necessary for Licensee to install Equipment on any City Poles. The City will provide notice of its decision in accordance with **Section 28.1** (Notices).

7.1.4 Corrections. The City's approval of plans, specifications, and amendments to Approved Plans, and the issuance of related Regulatory Approvals will not release Licensee from the responsibility for and obligation to correct any errors or omissions that may be contained in the Approved Plans and related Regulatory Approvals. Licensee shall notify the Public Works Department and the Community Development Director, if applicable, immediately upon discovery of any omissions or errors, and Licensee shall obtain required approvals of any amendments to previously Approved Plans.

7.2 Installation.

Licensee shall not commence installation of Equipment on the License Area until the City has given Licensee notice to proceed by delivery of the countersigned copy of the Acknowledgment Letter or letter confirming the Commencement Date under **Section 4.1.2** (Commencement Date). When installing Equipment, Licensee must strictly comply with Approved Plans as originally approved, or, if applicable, as amended or corrected. Licensee shall paint and properly maintain any cabling, support brackets, and other supporting elements to match adjacent surfaces. If required by the Public Works Director, and consistent with the Approved Plans, Licensee shall paint the entirety of existing City Poles and any new Poles. If necessary, Licensee must use custom matching paint to ensure a high quality of consistency in paint texture and appearance.

7.3 Notice Required Prior to Installation.

Upon submittal of the Pole License application, Licensee shall provide the City with a draft of a written construction notice, a draft address list and address map indicating the parcels that will receive the construction notice. Licensee shall not commence installation of Equipment on the License Area until Licensee has provided at least 10 days' prior written notice of the installation, by first class U.S. mail, to the owner(s) of each parcel within 150 foot radius of the License Area.

7.4 Cost of Labor and Materials.

Licensee is responsible for all direct and indirect costs (labor, materials, and overhead) for designing, purchasing, and installing Equipment in accordance with the Approved Plans and all applicable Laws. Licensee also shall bear all costs of obtaining all Regulatory Approvals required in connection with the installation, and Licensee shall satisfy any conditions or mitigation measures arising from Licensee's proposed installation. Licensee shall timely pay for all labor, materials, and Equipment and all professional services related to the Permitted Use.

7.5 No Alteration of City's Existing Equipment or Infrastructure.

Licensee shall not remove, damage, or alter in any way any City Property, including City Poles and supporting infrastructure, pull boxes, electrical equipment, wiring, and electrical vaults, without the express permission of the Public Works Director.

7.6 Standard of Work.

Licensee must install and perform all other work on Equipment in strict compliance with Approved Plans diligently and in a skillful and workmanlike manner. Licensee must use qualified and properly trained persons and appropriately licensed contractors in conformance with **Section 13.2** (Personnel Safety Training) for all work on the License Area. No later than 30 days before commencing installation or any other work on any License Area, Licensee shall provide the City with: (a) a schedule of all activities; and (b) a list of the names, places of business, and license numbers of all contractors who will perform the work. After performing any work on the License Area, Licensee shall leave it and other City Property in a condition as good as it was before the work.

7.7 Project Manager.

The City and Licensee each has designated the person listed in the Basic License Information as its project manager to coordinate the design and installation of Licensee's Equipment and serve as the respective primary point of contact between the City and Licensee for all engineering, construction, and installation issues. Licensee acknowledges that the City project manager is not exclusively assigned to this Master License, and the authority delegated to the project manager is limited to the administration of this Master License, Pole License applications, and approved Pole Licenses. Licensee shall be fully responsible for obtaining and satisfying the requirements of all required Regulatory Approvals necessary for installation of Equipment on the License Area, and Licensee shall not rely upon the City or the City's project manager to do so. Either party may change the name and contact information of its project manager by providing written notice thereof in the manner provided in this Master License.

7.8 Coordination of Work.

Licensee shall be responsible for coordination of its installation work to avoid any interference with existing utilities, substructures, facilities, or street light operations. Licensee shall be the City's point of contact for all Equipment installation and except in case of emergency, all communications concerning all engineering, construction, and installation issues relating to the Equipment.

7.9 Installation; Parking Regulations.

During installation, alteration, repair, and maintenance of Equipment, Licensee must abide by all City construction regulations, including, but not limited to construction hours, waste management, noise abatement, and traffic management ordinances and regulations. Licensee must pay all parking fees and citation fines incurred by Licensee and its contractors for vehicle parking. The City will not pay or void any citations or reimburse Licensee for traffic citations or fines.

7.10 Fiber-Optic Cables, Conduits, and Pull Boxes.

The City understands that Licensee's Equipment on the License Area may include fiber-optic cables and associated conduits. By entering into this Master License, Licensee agrees that if it proposes the installation of conduits in a License Area, then Licensee shall have an obligation to engage in good faith negotiations that would result in the installation of conduit for the exclusive

use of the City for municipal use. Nothing in this agreement would require Licensee or the City to reach agreement on the terms of such installation.

8. ALTERATIONS

8.1 Licensee's Alterations.

Other than installation in accordance with Approved Plans, Licensee shall not make or permit any alterations to the License Area or anything that is part of, installed on, or appurtenant to the License Area, except with the City's prior consent in each instance, which the City may not unreasonably withhold, condition or delay. The City may condition its consent reasonably in each instance based on the scope and nature of the alterations to be made. All alterations must be at Licensee's sole expense in accordance with plans and specifications approved by the City and be performed only by duly licensed and bonded contractors or mechanics.

8.2 Title to Improvements and Removal of Licensee's Equipment.

Except as otherwise provided in this Master License, the City has no claim of ownership of Licensee's Equipment installed on the License Area, but any structural improvements by Licensee to a City Pole, replacement of a City Pole, or installation of an Integrated Pole, will become City Property and remain on the Pole Location should Licensee vacate or abandon use of the City Pole. Licensee may remove all of its Equipment (which excludes structural improvements to or replacement of any City Pole) from the License Area after 30 days' prior notice to the City, subject to **Section 7.10** (Fiber-Optic Cables), **Article 25** (Surrender of License Area), and **Article 27** (Special Provisions), unless the City has previously elected to require Licensee to remove at Licensee's sole expense all or part of any structural improvements to the License Area or City Pole, whether made by the City or Licensee.

9. CITY WORK ON POLES OR LICENSE AREA

9.1 Repairs, Maintenance, and Alterations.

City will: (a) maintain and repair the City Poles as needed, in its sole judgment, for its street light, utility, or municipal operations; and (b) correct any immediately life-threatening or hazardous condition. Except as specified in **Article 27** (Special Provisions), neither City work on the City Poles, nor the condition of the City Poles, will entitle Licensee to any damages, relieve Licensee of the obligation to pay the License Fees and Additional Fees or perform each of its other covenants under this Master License, or constitute or be construed as a constructive termination of this Master License.

9.2 Notice to Licensee.

The City reserves the right at any time to make alterations, additions, repairs, removals, and improvements to all or any part of the License Area for any operational purpose, including maintenance and improvement of street lighting services, City compliance with mandatory regulations or voluntary controls or guidelines, subject to: (i) making good faith efforts to give Licensee 72-hour prior notice of any City work in accordance with **Section 9.3** (Licensee's On-Call Representative); (ii) allowing a representative of Licensee to observe the City's work; and (iii) taking reasonable steps not to disrupt Licensee's normal use of Equipment on the License Area. But Licensee's use of the License Area may not impede or delay in any way the City's authority and ability to make necessary changes, as determined by the City Engineer, to any License Area to maintain its street lights, utility services, or other municipal services.

9.3 Licensee's On-Call Representative.

Licensee shall at all times have a representative assigned to be on call and available to the City regarding the operation of Licensee's Equipment. Licensee's representative shall be qualified and experienced in the operation of Licensee's Equipment, and shall be authorized to act on behalf of Licensee in any emergency and in day-to-day operations of the Equipment. The contact information for Licensee's on-call representative is listed in the Basic License Information and will be listed on identification plates as required by **Subsection 7.1.2** (Identification and Other Signage). Before the City performs non-emergency maintenance, repair, or other activities on the License Area in the regular course of its business that may impair the operation of Licensee's Equipment on the License Area, the City will attempt to provide at least 48 hour's telephonic notice to Licensee's on-call representative. The City will not be required to delay non-emergency repair or maintenance activities more than 48 hours after attempting to contact Licensee's on-call representative.

9.4 Emergencies.

The parties agree to notify each other of any emergency situation related to any City Poles at the emergency phone numbers listed in the Basic License Information at the earliest opportunity. In an emergency, however, the City's work and needs will take precedence over the operations of any of Licensee's Equipment on the License Area, and the City may access any portion of the License Area that it determines is necessary in its sole discretion in accordance with **Section 21.2** (Emergency Access), whether or not the City has notified Licensee of the emergency. Licensee acknowledges that City personnel will be entitled to exercise their judgment in an emergency caused by any person, and in the exercise of judgment may determine that the operation of Licensee's Equipment must be interrupted, or that the circumstances require the removal of any part of Licensee's Equipment. Licensee agrees that the City will bear no liability to Licensee for the City's interruption of Licensee's Equipment operations, removal of Equipment, or other actions with respect to Licensee's Equipment in an emergency except to the extent caused by the gross negligence or willful misconduct of the City, and that Licensee shall be solely responsible for the costs required to resume operations or repair or replace Equipment following the emergency.

10. LICENSEE'S MAINTENANCE AND REPAIR OBLIGATIONS

10.1 Damage to City Property.

If the acts, omissions, or negligence of Licensee or its Agents or Invitees when installing or removing Equipment damages any City Pole, License Area, or other City Property, the City will provide notice describing the damage and 30 days' opportunity to cure. If Licensee fails to repair or replace the damaged City Pole in accordance with the requirements of **Section 8.1** (Licensee's Alterations) within the 30-day cure period, or any longer period to which the City agrees in its reasonable discretion, the City may do so at Licensee's expense. Licensee shall reimburse the City for its actual and reasonable costs of repair or replacement within 20 days after receipt of the City's demand for payment, together with copies of invoices or other evidence of its costs.

10.2 Alterations to City Property

If Licensee or any of its Agents or Invitees alters or removes any City Property without the City's express prior approval, Licensee shall restore the City Property to the condition existing before the damage or alteration, unless the City directs otherwise. The City may condition its approval of any alteration to City Property on restoration in accordance with this Section.

10.3 No Right to Repair City Property.

Absent notice from the City providing an opportunity to repair damage to City Property, Licensee is not authorized to make any repairs to City Property. In all cases, Licensee waives any right it may have to make repairs at the City's expense under any applicable Law.

10.4 Notice of Damage to City Property.

Licensee agrees to give the City notice of the need for any repair to any City Pole, License Area, or other City Property promptly after Licensee's discovery of damage from any cause. Licensee's agreement to provide notice is not an assumption of liability for any life-threatening or hazardous conditions unless caused by the negligent or reckless acts or omissions or willful misconduct of Licensee or its Agents or Invitees.

10.5 Licensee's Equipment.

10.5.1 Maintenance and Repair. Licensee shall at its sole expense install, maintain, and promptly repair any damage to Equipment installed on the License Area whenever repair or maintenance is required, subject to the City's prior approval if required under **Article 8** (Alterations).

10.5.2 City Approval. Licensee is not required to seek the City's approval for any repair, maintenance, replacement, or other installation of Equipment or signage in a License Area if: (i) the Equipment or signage in question was in the Approved Plans; (ii) the repair, replacement, modification, or installation involves only the substitution of internal components, and does not result in any change to the external appearance, dimensions, or weight of the Equipment in the Approved Plans; or (iii) the City in its reasonable judgment concurs with Licensee that the repair, maintenance, replacement, modification, or other installation of Equipment is reasonably consistent with the Approved Plans, taking into consideration availability of the specific Equipment and advancements in technology. In no event, however, will Licensee be authorized to install larger, different, or additional Equipment on a City Pole without the City's express prior consent. In this regard, Licensee acknowledges that section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 (codified at 47 U.S.C. § 1455) does not apply to this Master License or any Pole License approval or disapproval under this Agreement because the City is granting them in its proprietary capacity as the owner of the City Poles. Any work on Licensee's Equipment installed on City Poles that is authorized or permitted under this Subsection is subject to Licensee obtaining any required Regulatory Approvals.

10.5.3 Graffiti. Licensee's repair and maintenance obligation includes the removal of any graffiti from the Licensee's Equipment.

10.6 Standard of Work.

All work by or on behalf of Licensee under this Article must: (a) be at Licensee's sole expense; (b) be performed by duly licensed and bonded contractors or mechanics; (c) be performed in a manner and using equipment and materials that will not interfere with or impair the City's operations; and (d) comply with all applicable Laws relating to the License Area or Licensee's activities.

11. LIENS

Licensee shall keep the License Area free from any liens arising out of any work performed, material furnished, or obligations incurred by or for Licensee. Licensee shall inform each and every contractor and material supplier that provides any work, service, equipment, or

material to Licensee in any way connected with Licensee's use of the License Area that the License Area is public property and is not subject to mechanics' liens or stop notices for Equipment, other materials, or services provided for Licensee's Equipment. If Licensee does not cause the release of lien of a mechanic's lien or stop notice by any contractor, service provider, or equipment or material supplier purporting to attach to the License Area or other City Property as a result of work performed, material furnished, or obligations incurred on behalf of Licensee within 60 days after notice or discovery of the lien, the City will have the right, but not the obligation, to cause the same to be released by any means it deems proper, including payment of the Claim giving rise to such lien. Licensee must reimburse the City for all expenses it incurs in connection with any such lien (including reasonable attorneys' fees) within 20 days following receipt of the City's demand, together with evidence of the City's expenses. Licensee shall give the City at least 10 days' prior notice of commencement of any construction or installation on any part of the License Area except for minor and routine repair and maintenance of Licensee's Equipment. Licensee shall not create, permit, or suffer any other encumbrances affecting any portion of the License Area.

12. UTILITIES; TAXES AND ASSESSMENTS

12.1 Utilities.

Licensee shall coordinate with the local power provider to obtain a direct connection from Licensee's equipment to the providers power source. Licensee shall be solely responsible for obtaining and maintaining the provision of electricity to Licensee's equipment, including but not limited to installation of separate electric meters, if necessary. Licensee shall comply with all Laws and rules and regulations of the electric utility relating to installation and connection of Licensee's Equipment to electricity. Licensee shall not interfere with any of the City poles existing circuitry or power source. All wiring shall not be visible and shall run below ground to reach its designated power source. Any sidewalks, roadways, landscaping, or other infrastructure damaged due to Licensee's installation shall be restored to its original condition. Additionally, Licensee shall have the right, at Licensee's sole cost, to replace existing lighting on a City Pole utilized by Licensee either with LED or other form of energy saving lighting design reasonably approved by City, and City will own, operate, maintain and repair the replacement lighting.

12.2 Taxes and Assessments.

12.2.1 Possessory Interest Taxes. Licensee recognizes and understands that this Master License may create a possessory interest subject to property taxation and that Licensee may be required to pay possessory interest taxes. (See Rev. & Tax. Code, sections 107–107.9.) Licensee further recognizes and understands that any sublicense or assignment permitted under this Master License and any exercise of any option to renew or extend this Master License may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created under this Master License.

12.2.2 Licensee's Obligation if Assessed. Licensee agrees to pay taxes of any kind, including possessory interest taxes, excises, licenses, permit charges, and assessments based on Licensee's usage of the License Area that may be imposed upon Licensee by Law, when the same become due and payable and before delinquency. Licensee agrees not to allow or suffer a lien for any taxes to be imposed upon the License Area without promptly discharging the same, provided that Licensee, if so desiring, will have a reasonable opportunity to contest the validity of the same. The City will provide Licensee with copies of all tax and assessment notices on or including the License Area promptly, along with sufficient written documentation detailing

any assessment increases attributable to Licensee's Equipment, but in no event later than 30 days after receipt by the City.

12.2.3 Taxes on Equipment. Licensee shall be responsible for all taxes and assessments levied upon Licensee's Equipment. Licensee agrees not to allow or suffer a lien for any such taxes to be imposed upon the Equipment without promptly discharging the same, provided that Licensee, if so desiring, will have a reasonable opportunity to contest the validity of the same.

13. COMPLIANCE WITH LAWS

13.1 Current and Future Laws. Licensee shall install, use, and maintain the Equipment in strict compliance with Laws and conditions to Regulatory Approvals relating to the use or occupancy of the License Area, including all Laws relating to health and safety and radio signal transmission. Any work or installations made or performed by or on behalf of Licensee or any person or entity claiming through or under Licensee is subject to applicable Laws. The parties agree that Licensee's obligation to comply with all Laws is a material part of the bargained-for consideration under this Master License, irrespective of the degree to which such compliance may interfere with Licensee's use or enjoyment of the License Area, the likelihood that the parties contemplated the particular Law involved and whether the Law involved is related to Licensee's particular use of the License Area. No occurrence or situation arising during the Term under any current or future Law, whether foreseen or unforeseen and however extraordinary, will relieve Licensee from its obligations under this Master License or give Licensee any right to terminate this Master License or to otherwise seek redress against the City, except that Licensee may terminate a Pole License by removing its Equipment and surrendering rights to the License Area if Licensee determines in its sole and absolute judgment that compliance with a future law makes continued use of the Equipment in the License Area undesirable. After termination of any Pole License under this Section, the City will refund the portion of the previously-paid License Fee attributable to the terminated portion of the License Year, subject to **Section 3.1.2** (Minimum Term).

13.2 Personnel Safety Training.

13.2.1 CPUC Certification. Licensee shall ensure that all persons installing, operating, or maintaining its Equipment are properly trained and licensed to the extent required by the California State Contractors Licensing Board and as required by applicable regulations and rules of the California Public Utilities Commission (the "CPUC"). Licensee shall ensure that these persons are trained in and observe all safety requirements established by the City, the CPUC, and the California Division of Occupational Safety & Health, Department of Industrial Relations, including site orientation, tag-out lock-out de-energization rules, ladder and lift restrictions, and track and street right-of-way safety requirements.

13.2.2 Licensee's Indemnity. During any period when Licensee or any Agent of Licensee is installing, operating, or maintaining its Equipment, Licensee acknowledges and agrees that the City has delegated control of the License Area to Licensee, which will be solely responsible for any resulting injury or damage to property or persons, except for injury or damage resulting from the City's negligence, recklessness, or willful misconduct. The City is not a co-employer of any employee of Licensee or any employee of Licensee's Agents, and the City will not be liable for any Claim of any employee of Licensee or any employee of Licensee's Agents, except for Claims arising from the City's negligence, recklessness, or willful misconduct. Licensee agrees to Indemnify the City fully (as provided in **Article 18** (Indemnification)) against any Claim brought by any employee of Licensee, any employee of Licensee's Agents, or any third party

arising from or related to Licensee's access to and use of the License Area and other activities of Licensee or its Agents in or around the License Area, except to the extent the Claims result from the City's negligence, recklessness, or willful misconduct.

13.2.3 City's Indemnity. During any period when the City or any Agent of the City is installing, operating, or maintaining its Equipment, the City acknowledges and agrees that the City has control of the License Area and will be solely responsible for any resulting injury or damage to property or persons, except for injury or damage resulting from Licensee's negligence, recklessness, or willful misconduct. Licensee is not a co-employer of any employee of the City or any employee of the City's Agents, and Licensee will not be liable for any Claim of any employee of the City or any employee of Licensor's Agents, except for Claims arising from Licensee's negligence, recklessness, or willful misconduct. The City agrees to Indemnify Licensee fully against any Claim brought by any employee of the City or any employee of the City's Agents or any third party arising from or related to the City's access to and use of the License Area and other activities of the City or its Agents in or around the License Area, except for injury or damage to the extent resulting from Licensee's negligence, recklessness, or willful misconduct.

13.3 Compliance with CPUC General Order 95.

Licensee shall conduct all activities on the License Area in accordance with CPUC General Order 95 and the rules and other requirements enacted by the CPUC under that General Order, as applicable and as amended.

13.4 Compliance with Electric Codes.

Licensee shall conduct all activities on the License Area in accordance with the requirements of California Electric Code, National Electric Safety Code IEEE C2 ("**NESC**"), and any applicable local electrical code, as any of those codes may be applicable or amended. To the extent that CPUC General Order 95 does not address installation of cellular telephone antennas on Poles carrying electrical lines, Licensee shall apply any applicable provisions of the NESC, with particular attention to paragraphs 224, 235C, 235F, 238, 239, and 239H and sections 22, 41, and 44. Where any conflict exists between the NESC, the California Electric Code, any local code, and CPUC General Order 128, the more stringent requirements will apply, as determined by the City.

13.5 City's Exercise of its Proprietary Interests.

Licensee acknowledges and agrees that the City is entering into this Master License in its capacity as a property owner with a proprietary interest in the License Area and not as a Regulatory Agency with police powers. Nothing in this Master License limits in any way Licensee's obligation to obtain required Regulatory Approvals from applicable Regulatory Agencies. By entering into this Master License, the City is in no way modifying or limiting Licensee's obligation to cause the License Area to be used and occupied in accordance with all applicable Laws.

13.6 Regulatory Approvals.

Licensee represents and warrants that prior to, and as a condition of, conducting its activities on the License Area, Licensee will acquire all Regulatory Approvals required for Licensee's use of the License Area. Licensee shall maintain all Regulatory Approvals for Licensee's Permitted Use on the License Area throughout the Term of this Master License and for as long as any Equipment is installed on any portion of the License Area. Following submission of a Pole License application by Licensee, such Regulatory Approvals (or written denials explaining

with specificity all reasons for such denials) shall be issued by the City within the timeframe allowed by the FCC and 47 U.S.C. § 332(c)(7)(B)(i)(II) and all other applicable Laws.

13.7 Radiofrequency Radiation and Electromagnetic Fields.

Licensee's obligation to comply with all Laws includes all Laws relating to allowable presence of or human exposure to Radiofrequency Radiation ("RFs") or Electromagnetic Fields ("EMFs") on or off the License Area, including all applicable FCC standards, whether such RF or EMF presence or exposure results from Licensee's Equipment alone or from the cumulative effect of Licensee's Equipment added to all other sources on or near the License Area. Licensee must provide to the City a copy of the report required for Licensee's Wireless Facility Permit, of an independent engineering consultant analyzing whether RF and EMF emissions at the proposed Pole Locations would comply with FCC standards, taking into consideration the Equipment installation specifications and distance to residential windows (each, an "**Emissions Report**"). If not provided earlier, Licensee must submit the Emissions Report to the City with the applicable Pole License application. If the Emissions Report does not identify the type(s) of frequencies or bandwidth used by the Equipment, Licensee shall include such information in its Pole License application.

13.8 Compliance with City's Risk Management Requirements

Licensee shall not do anything, or permit anything to be done by anyone under Licensee's control, in, on, or about the License Area that would create any unusual fire risk, and shall take commercially reasonable steps to protect the City from any potential liability by reason of Licensee's use of the License Area. Licensee, at Licensee's expense, shall comply with all reasonable rules, orders, regulations, and requirements of the City Manager and City's Risk Manager.

14. DAMAGE OR DESTRUCTION

14.1 City Election.

The City has no obligation to replace or repair any part of the License Area following damage by any cause. Following damage or destruction of a City Pole or License Area by Licensee or its Agents, the City may elect any of the following actions, in the City's sole and absolute discretion.

14.1.1 Election to Repair or Replace Damage. Within 30 days after the date on which the City discovers damage or destruction of a City Pole licensed to Licensee, the City will give Licensee notice of the City's decision whether to repair or replace the damaged City Pole and its good faith estimate of the amount of time the City will need to complete the work. If the City cannot complete the work within 30 days after the date that the City specifies in its notice, or if the City elects not to do the work, then Licensee will have the right to terminate the affected Pole License on 30 days' notice to the City. However, if City elects not to perform such work, Licensee may perform such work at its sole cost and expense, subject to City approval of Licensee's plans and specifications and Licensee's compliance with City permit requirements. In such case, the affected Pole License will remain in full force and effect.

14.1.2 Election to Remove Damaged City Pole. If the City decides to remove, rather than repair or replace, a damaged City Pole licensed to Licensee, the applicable Pole License will terminate automatically as of the last day of the month the City Pole is removed.

14.1.3 Election to Remove Equipment from Damaged License Area. If the acts of third parties or an act of nature or other force majeure circumstance outside the control of Licensee or its Agents or Invitees destroys or damages any City Pole to such an extent that, in the City's reasonable determination, the Equipment on the City Pole cannot be operated, the City may decide to terminate affected Pole License on 30 days' notice to Licensee and require Licensee to remove the Equipment from the damaged City Pole before the termination date specified in the City's notice.

14.1.4 Licensee's Rights after Termination. After termination of any Pole License under this Section, the City will: (i) refund the portion of the previously-paid License Fee attributable to the terminated portion of the License Year, subject to **Section 3.1.2** (Minimum Term); and (ii) give priority to Licensee's Pole License application for a replacement City Pole, which Pole License application City will review on an expedited basis, as is reasonably allowed under applicable laws and regulations and available staff time.

14.2 No Statutory Rights for Damaged City Pole.

The parties understand and agree that this Master License governs fully their rights and obligations in the event of damage or destruction of City Poles, and, to the extent applicable, Licensee and the City each hereby waives and releases the provisions of section 1932, subdivision 2, and section 1933, subdivision 4, of the Civil Code of California (when hirer may terminate the hiring) or under any similar Laws.

15. EMINENT DOMAIN

15.1 Eminent Domain.

If all or any part of the License Area is permanently taken in the exercise of the power of eminent domain or any transfer in lieu thereof, the following will apply:

15.1.1 Termination. As of the date of taking, the affected Pole Licenses will terminate as to the part so taken, and the License Fee under the affected Pole Licenses will be ratably reduced to account for the portion of the License Area taken.

15.1.2 Award. The City will be entitled to any award paid or made in connection with the taking. Licensee will have no Claim against the City for the value of any unexpired Term of any Pole License or otherwise except that Licensee may claim any portion of the award that is specifically allocable to Licensee's relocation expenses or loss or damage to Licensee's Equipment.

15.1.3 No Statutory Right to Terminate. The parties understand and agree that this Section is intended to govern fully the rights and obligations of the parties in the event of a permanent taking. Licensee and the City each hereby waives and releases any right to terminate this Master License in whole or in part under sections 1265.120 and 1265.130 of the California Code of Civil Procedure (partial termination of lease and court order terminating lease, respectively) and under any similar Laws to the extent applicable to this Master License.

15.2 Temporary Takings.

A taking that affects any portion of the License Area for less than 90 days will have no effect on the affected Pole License, except that Licensee will be entitled to an abatement in the

License Fee to the extent that its use of the License Area is materially impaired. In the event of any such temporary taking, Licensee will receive that portion of any award, if any, that represents compensation for the use or occupancy of the License Area during the Term up to sum of the License Fees and Additional Fees payable by Licensee for the period of the taking, and the City will receive the balance of the award.

16. ASSIGNMENT

16.1 Restriction on Assignment.

Except as specifically provided in **Section 16.6** (Permitted Assignment), Licensee shall not directly or indirectly Assign any part of its interest in or rights with respect to the License Area without the City's prior consent. The City will not unreasonably withhold, condition, or delay its consent to an Assignment other than an Assignment covered by **Article 11** (Liens).

16.2 Notice of Proposed Assignment.

This Section 16.2 shall apply to all Assignments other than Permitted Assignments under **Section 16.6** (Permitted Assignment). If Licensee desires to enter into an Assignment of this Master License or any Pole License issued under this Master License, Licensee shall give notice (a "**Notice of Proposed Assignment**") to the City, stating in detail the terms and conditions for such proposed Assignment and complete information, including financial statements or information, business history, and references and other information about the proposed assignee (the "**Assignee**") that the City needs to make a fully informed decision about Licensee's request. If Licensee does not deliver all information that the City reasonably requires simultaneously with the Notice of Proposed Assignment, the date of Licensee's delivery of notice will be deemed to have occurred only when it has delivered any additional information the City requests.

16.3 City Response.

16.3.1 Timing. The City will grant or deny any request for consent to an Assignment within 30 days after the City's receipt or deemed receipt, if delayed under **Section 16.2** (Notice of Proposed Assignment), of the Notice of Proposed Assignment (the "**Assignment Response Period**"). If the City consents to the proposed Assignment, then Licensee will have 180 days following the date the City delivers its consent notice to Licensee to complete the Assignment. As a condition of the City's consent, the City shall be entitled to seventy-five percent (75%) of the bonus rent and/or net bonus consideration under any Assignment, to the extent that such rent or other consideration is not attributable to the value of the interest in the License Area created by this Master Agreement and related Pole License. The City shall be entitled to review Licensee's books and records relating to the economic value of the Assignment as it may relate to the value of the interest in the License Area, provided that the City agrees in writing to keep the information in such books and records confidential, to the extent permitted by law, with the agreement to be in a form of commercially reasonable confidentiality agreement.

16.3.2 Effect of Default. Licensee acknowledges that it would be reasonable for the City to refuse to consent to an Assignment during any period during which any monetary or other material event of default by Licensee is outstanding (or any event has occurred that with notice or the passage of time or both would constitute a default) under this Master License.

16.4 Effect of Assignment.

Any Assignment that is not in compliance with this Article will be void and be a material default by Licensee under this Master License without a requirement for notice and a right to cure. The City's acceptance of any License Fee, Additional Fee, or other payments from a proposed Assignee will not be deemed to be the City's consent to such Assignment, recognition of any Assignee, or waiver of any failure of Licensee or other transferor to comply with this Article.

16.5 Assumption by Transferee.

Each Assignee shall assume all obligations of Licensee under this Master License and each assigned Pole License. No Assignment will be binding on the City unless Licensee or the Assignee delivers to the City evidence satisfactory to the City that the Assignee has obtained all Regulatory Approvals required to operate as a wireless telecommunications service provider on the assigned License Area, a copy of the assignment agreement (or other document reasonably satisfactory to the City in the event of a Permitted Assignment under **Section 16.6** (Permitted Assignment)), and an instrument in recordable form that contains a covenant of assumption by such Assignee satisfactory in substance and form to the City, consistent with the requirements of this Article. However, the failure or refusal of an Assignee to execute such instrument of assumption will not release such Assignee from its liability as set forth in this Section. Except for a Permitted Assignment as provided in **Section 16.6** (Permitted Assignment), Licensee shall reimburse the City on demand for any reasonable costs that the City incurs in connection with any proposed Assignment, including the costs of investigating the acceptability of the proposed Assignee and legal costs incurred in connection with considering any requested consent. The City agrees that its right to reimbursement under this Section during the Term will be limited to \$2,000 for each request.

16.6 Permitted Assignment.

16.6.1 Defined. The City agrees that Licensee will be permitted to enter into an Assignment of this Master License and Pole Licenses issued under it (a "**Permitted Assignment**"), without the City's prior consent but with notice to the City as provided below, to: (i) an Affiliate; (ii) a Subsidiary; (iii) an entity that acquires all or substantially all of Licensee's assets in the market in which the License Area is located (as the market is defined by the FCC under an order or directive of the FCC); (iv) an entity that acquires Licensee by a change of stock ownership or partnership interest; or (v) an entity Controlled by Licensee or that, with Licensee, is under the Common Control of a third party.

16.6.2 Conditions. A Permitted Assignment is subject to the following conditions:

- (a) The Assignee uses the License Area only for the Permitted Use and holds all Regulatory Approvals necessary to lawfully install, operate, and maintain Equipment on the License Area.
- (b) Licensee provides the City with notice 30 days before the effective date of the Permitted Assignment, stating the contact information for the proposed Assignee and providing financial information establishing that the proposed Assignee meets the capital and fiscal qualifications stated in this Section.
- (c) Licensee is in good standing under this Master License.

16.7 Licensee Carrier Customers

The Parties acknowledge that Equipment deployed by Licensee in the License Areas pursuant to this Agreement may be owned and/or remotely operated by third-party wireless carrier customer ("Carriers") and installed and maintained by Licensee pursuant to existing agreements

between Licensee and a Carrier. Such Equipment shall be treated as Licensee's Equipment for all purposes under this Master License and any applicable Pole License. A Carrier's ownership and/or operation of such Equipment shall not constitute an Assignment under this Master License, provided that Licensee shall not actually or purport to sell, assign, encumber, pledge, or otherwise transfer any part of its interest in the License Area to a Carrier, or otherwise permit any portion of the License Area to be occupied by anyone other than itself. Licensee shall remain solely responsible and liable for the performance of all obligations under this Master License and applicable Pole Licenses with respect to any Equipment owned and/or remotely operated by a Carrier.

17. DEFAULT

17.1 Events of Default by Licensee.

Any of the following will constitute an event of default by Licensee under this Master License and any Pole Licenses issued under it:

17.1.1 Nonpayment of Fees. Licensee fails to pay any License Fee or Additional Fees as and when due, if the failure continues for 10 days after receipt of written notice from City to Licensee of such failure.

17.1.2 Lapsed Regulatory Approvals. Licensee fails to maintain all Regulatory Approvals required for the Permitted Use, if the failure continues for 10 days after receipt of written notice from City to Licensee of such failure.

17.1.3 Prohibited Assignment. Licensee enters into an Assignment in violation of **Article 16** (Assignment) if the failure continues for 30 days after written notice from City to Licensee of such failure.

17.1.4 Interference with City. Licensee interferes with the City's operations in violation of **Section 27.5.1** (Licensee's Obligation Not to Cause Interference) if the failure continues for 30 days after written notice from City to Licensee of such failure.

17.1.5 Failure to Maintain Insurance. Licensee fails to maintain insurance as required by **Article 19** (Insurance) if the failure continues for 30 days after written notice from City to Licensee of such failure.

17.1.6 Failure to Cure. Licensee fails to cure noncompliance with the specified requirements of this Master License after initial and follow-up notices or to pay the Default Fees as set forth in **Subsection 17.2.4** (Default Fees).

17.1.7 Other Terms. Licensee fails to perform or comply with any other obligation or representation made under this Master License, if the failure continues for 30 days after the date of notice from the City, or, if such default is not capable of cure within the 30-day period, Licensee fails to promptly undertake action to cure such default within such 30-day period and thereafter fails to use its best efforts to complete such cure within 60 days after the City's notice.

17.1.8 Abandonment. Licensee removes its Equipment or abandons the License Area for a continuous period of more than 60 days, such that the License Area is longer being used for the Permitted Use. The City shall not deem a License Area abandoned if the Licensee

can document that it is actively and diligently pursuing completion of the work necessary to make the facility operational, which the City acknowledges may include separate fiber optic network connections.

17.1.9 Insolvency. Any of the following occurs: (i) the appointment of a receiver due to Licensee's insolvency to take possession of all or substantially all of the assets of Licensee; (ii) an assignment by Licensee for the benefit of creditors; or (iii) any action taken by or against Licensee under any insolvency, bankruptcy, reorganization, moratorium, or other debtor relief Law, if any such receiver, assignment, or action is not released, discharged, dismissed, or vacated within 60 days.

17.2 City's Remedies.

In addition to all other rights and remedies available to the City at law or in equity, the City will have the following remedies following the occurrence of an event of default by Licensee.

17.2.1 Continuation of License. Without prejudice to its right to other remedies, the City may continue this Master License and applicable Pole Licenses in effect, with the right to enforce all of its rights and remedies, including the right to payment of License Fees, Additional Fees, and other charges as they become due.

17.2.2 Termination of Pole License. If a default specific to one or more Pole Licenses is not cured by Licensee within the applicable cure period, if any, specified in **Section 17.1** (Events of Default by Licensee), the City may terminate each Pole License in default.

17.2.3 Termination of Master License. If Licensee's default is of such a serious nature in the City's sole judgment that the default materially affects the purposes of this Master License, the City may terminate this Master License in whole or in part. Termination of this Master License in whole will affect the termination of all Pole Licenses issued under it automatically and without the need for any further action by the City. In either case, the City will deliver notice to Licensee providing 30-days' notice of termination and specifying whether the termination affects the entire Master License or only certain Pole Licenses as specified in the notice. The City will specify the amount of time Licensee will have to remove its Equipment from any affected City Pole, which will be at least 30 days after the date of the City's notice for up to 50 City Poles and an additional 30 days for more than 50 City Poles. If Licensee does not remove its Equipment within the specified period, the City will be entitled to remove Licensee's Equipment from the License Areas.

17.2.4 Default Fees. Without limiting the City's other rights and remedies under this Master License, the City may require Licensee to pay Additional Fees for the City's administrative costs in providing notice or performing inspections for the events described below (each, a "Default Fee"), by giving notice of the City's demand that Licensee cure the default and specifying the cure period. The Default Fee for the initial notice from the City will be due and payable to the City 10 days after delivery of notice to Licensee. In addition, if Licensee fails to cure the condition within the cure period set forth in the initial notice, and the City then delivers to Licensee a follow-up notice requesting compliance, then the Default Fee for the follow-up notice will be due and payable to the City 10 days after delivery of the follow-up notice to Licensee. Once the City has accepted a Default Fee for a particular violation, the City shall be prohibited from pursuing any other remedies for such violation. Default Fees will apply to any of the following events:

- (a) Licensee constructs or installs any alteration or improvement without the City's prior approval as required by **Article 6** (Pole License Approvals), **Article 7** (Installation of Equipment), or **Article 8** (Alterations) of this Master License.
- (b) Licensee fails to make a repair required by **Article 10** (Licensee's Maintenance and Repair Obligations) on a timely basis.
- (c) Licensee fails to notify the City, through its project manager, before accessing the License Area for the initial installation of the Equipment or to follow the plan approval procedures as set forth in **Article 7** (Installation of Equipment).
- (d) Licensee fails to provide evidence of the required bonds and insurance coverage described in **Article 19** (Insurance) on a timely basis.

17.3 Licensee's Remedy for City Defaults.

Licensee's sole remedies for the City's breach or threatened breach of this Master License or any Pole License issued under it will be termination of this Master Agreement or and Pole License issue under it and/or an action for damages, subject to **Article 20** (Limitation of City's Liability).

17.4 Cumulative Rights and Remedies.

All rights and remedies under this Master License are cumulative, except as otherwise provided.

18. LICENSEE'S INDEMNITY

18.1 Scope of Indemnity.

Licensee, on behalf of itself and its successors and assigns, shall Indemnify the City Indemnified Parties from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties, and expenses, including direct and vicarious liability of every kind (each, a "**Claim**"), to the extent arising from: (a) injury to or death of a person, including employees of Licensee, or loss of or damage to property, occurring on or about the License Area or arising in connection with Licensee's or its Agents' or Invitees' authorized or unauthorized use of the License Area; (b) any default by Licensee in the observation or performance of any of the terms, covenants, or conditions of this Master License to be observed or performed on Licensee's part; (c) the use or occupancy or manner of use or occupancy of the License Area by Licensee, its Agents, or Invitees, or any person or entity claiming through or under any of them; (d) the condition of the License Area or any occurrence on the License Area from any cause attributable to the events described in **clauses (a), (b), or (c)** of this Section; or (e) any acts, omissions, or negligence of Licensee, its Agents, or Invitees, in, on, or about the License Area; except to the extent that such Indemnity is void or otherwise unenforceable under applicable Law in effect on or validly retroactive to the date of this Master License and further except to the extent such Claim is caused by the willful misconduct or gross negligence of the Indemnified Parties.

18.2 Indemnification Obligations.

Licensee's Indemnification obligation includes reasonable fees of attorneys, consultants, and experts and related costs, including the City's costs of investigating any Claim. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to

defend the City and the other Indemnified Parties from any Claim that actually or potentially falls within the scope of **Section 18.1** (Scope of Indemnity) even if allegations supporting the Claim are groundless, fraudulent, or false, which obligation arises at the time such Claim is tendered to Licensee by the Indemnified Party and continues at all times until finally resolved. Licensee's obligations under this Article will survive the termination of the Master License.

19. INSURANCE

19.1 Licensee's Insurance.

As a condition to issuance of any Pole License, Licensee must provide proof of compliance with the insurance requirements in this Article except to the extent the City's Risk Manager agrees otherwise in writing.

19.1.1 Coverage Amounts. Licensee shall procure and keep in effect at all times during the Term, at Licensee's cost, insurance in the following amounts and coverages:

- (a) Commercial General Liability insurance on an ISO CGL form 00 01 or equivalent (including premises operations; explosion, collapse and underground hazard; broad form property damage; products/completed operations; contractual liability; independent contractors; personal injury) with limits of at least \$2 million combined single limit for each occurrence.
- (b) Worker's Compensation Insurance in compliance with applicable state law with Employer's Liability Limits not less than \$1 million per each accident/disease/policy.
- (c) Commercial Automobile Liability Insurance with limit not less than \$2 million each occurrence combined single limit for bodily injury and property damage, including owned and non-owned and hired vehicles.

19.1.2 Required Endorsements. Commercial General Liability and Commercial Automobile Liability Insurance policies shall provide, or be endorsed to provide, the following:

- (a) That the "*City of Rancho Cordova and its officers, officials, and employees*" are included as additional insureds; and
- (b) That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Master License, and that insurance applies separately to each insured against whom claim is made or suit is brought. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds that would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury, or damage that occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period (subject to the exclusions, conditions and other terms of the applicable policies).

19.1.3 Notice of Cancellation. Upon receipt of notice from its insurer(s) Licensee shall use commercially reasonable efforts to provide the City with thirty (30) days prior written notice of cancellation of any coverage required herein.

19.1.5 Claims-Made Policies. Should any of the required insurance be provided under a claims-made form, Licensee shall maintain such coverage continuously throughout the

Term or purchase an extended reporting clause together totaling a period of three years after the expiration or termination of this Master License, to the effect that, should occurrences during the Term give rise to claims made after expiration or termination of this Master License, such claims shall be covered by such claims-made policies (subject to the exclusions, conditions and other terms of the applicable policies).

19.1.6 General Aggregate Limit. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs will be included in such general annual aggregate limit, such general aggregate limit shall be double the occurrence or claims limits specified above.

19.1.7 Certificates. Licensee shall deliver to the City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to the City, evidencing the coverages required under this Master License, on or before the Effective Date and Licensee shall provide the City with certificates thereafter promptly upon the City's request.

19.1.8 Insurance Does Not Limit Indemnity. Licensee's compliance with the provisions of this Section in no way relieve or decrease Licensee's liability under **Article 18** (Licensee's Indemnity) or any other provision of this Master License.

19.1.9 Right to Terminate. The City may elect, in the City's sole and absolute discretion, to terminate this Master License if Licensee allows any required insurance coverage to lapse by: (i) providing Licensee notice of the event of default; and (ii) including in the notice of default or a notice of termination if Licensee fails to reinstate the lapsed coverage within three business days after the City delivers notice.

19.1.10 Ratings. Licensee's insurance companies must be licensed or authorized or eligible to do business in California and must meet or exceed an A.M. Best rating of A-VII or its equivalent.

19.1.11 Effective Dates. All insurance must be in effect before the City will authorize Licensee to install Equipment on any City Pole and remain in force until all Equipment has been removed from the License Area. Licensee is responsible for determining whether the above minimum insurance coverages are adequate to protect its interests. The above minimum coverages are not limitations upon Licensee's liability.

19.1.12 Self-Insurance Alternative. Licensee may propose an alternative insurance program, if that program provides equivalent protections to the City as the insurance requirements in this Section. The City's acceptance of an alternative insurance program will not affect an implied waiver or amendment of any other requirement of this Master License. Any amendment of these insurance requirements must be in a written amendment to this Master License, executed in the same manner as this Master License.

19.1.13 Excess/Umbrella Insurance. The coverage amounts set forth for Commercial General Liability and Commercial Auto Liability may be met by a combination of primary and excess/umbrella policies as long as in combination the limits equal or exceed the amounts stated.

19.2 Insurance of Licensee's Property.

City shall have no responsibility for insuring Licensee's property. Licensee shall be responsible, at its expense, and in its sole discretion, for loss or damage to Licensee's property.

19.3 City's Insurance.

Licensee acknowledges that the City maintains insurance, self-insurance, or equivalent risk management coverage against casualty, property damage, and public liability risks. The City agrees to maintain adequate coverage for public liability risks during the Term and is not required to carry any additional insurance with respect to the License Area or otherwise.

19.4 Waiver of Subrogation.

The City and Licensee each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the License Area or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by insurance obtained by the waiving party under this Master License or is actually covered by insurance obtained by the waiving party. Each waiving party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the License Area, but the failure to obtain any such endorsement will not affect the waivers in this Section.

19.5 Contractors' Bonds and Insurance.

Licensee shall require its contractors that install, maintain, repair, replace, or otherwise perform work on the License Area: (a) to provide bonds to guarantee the performance of the work and the payment of subcontractors and suppliers for any installation of Equipment; and (b) to have and maintain insurance of the same coverage and with reasonable and prudent amounts.

20. LIMITATION OF CITY'S LIABILITY

20.1 General Limitation on City's Liability.

Except as otherwise expressly provided in this Master License, the City is not responsible or liable to Licensee for, and Licensee hereby waives all Claims against the City and its Agents and releases the City and its Agents from, all Claims from any cause (except to the extent caused by the gross negligence or willful misconduct of the City and its Agents), including acts or omissions of persons using the sidewalk or street adjoining or adjacent to or connected with the License Area; utility interruption; theft; burst, stopped, or leaking water, gas, sewer, or steam pipes; or gas, fire, oil, or electricity in, flood, vehicle collision, or other accidental "knock downs" or similar occurrences on or about the License Area or other City Property.

20.2 Consequential Damages.

Notwithstanding any provision of this Agreement to the contrary, in no event shall either party be liable to the other in contract, tort, under any statute, warranty, provision of indemnity or otherwise, for any special, indirect, incidental, or consequential, punitive, or exemplary damages suffered by the other party or any customer or third party or any other person for lost profits or other business interruption damages of that party's customers, advertisers, users, clients, licensees, or any other person, firm, or entity, and the parties agree to indemnify, defend and hold each other harmless in such regard.

20.3 No Relocation Assistance.

This Master License creates no right in Licensee to receive any relocation assistance or payment for any reason under the California Relocation Assistance Law (Cal. Gov. Code §§ 7260 et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§ 4601 et seq.), or similar Law upon any termination of occupancy except as provided in **Article 15** (Eminent Domain). To the extent that any relocation law may apply, Licensee waives, releases, and relinquishes forever any and all Claims that it may have against the City for any compensation from the City except as specifically provided in this Master License upon termination of its occupancy of all or any part of the License Area.

20.4 Non-Liability of City Officials, Employees, and Agents.

No elective or appointive board, commission, member, officer, employee, or other Agent of the City will be personally liable to Licensee, its successors, or its assigns, in the event of any default or breach by the City or for any amount which may become due to Licensee, its successors, or its assigns, or for any obligation of the City under this Master License.

21. CITY ACCESS TO LICENSE AREA

21.1 City's Right of Access.

Except as specifically provided otherwise, the City and its designated Agents have the right of access to any part of the License Area at any time without notice for any purpose.

21.2 Emergency Access.

If safe and practicable, the City will notify Licensee of any emergency that requires the City to remove and replace a City Pole and allow Licensee to remove its Equipment before the City removes or replaces a City Pole in an emergency situation or other exigent circumstances. But if in the City's sole judgment it is not safe or practicable to wait for Licensee to perform the work or where such delay would cause significant delay to or otherwise compromise public safety or services, the City will remove the Equipment from the City Pole, ~~exercising~~ reasonable care to avoid damage. The City will hold the Equipment for retrieval by Licensee, and Licensee will have the right to reinstall the Equipment or equivalent Equipment at Licensee's expense on the repaired or replaced City Pole in accordance with **Article 7** (Installation of Equipment). As provided in **Section 9.4** (Emergencies), the City's removal of Licensee's Equipment in emergency or exigent circumstances may not be deemed to be a forcible or unlawful entry into or interference with Licensee's rights to the License Area.

21.3 No Liability for Emergency Access.

The City will not be liable in any manner, and Licensee hereby waives any Claims, for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the City's entry onto the License Area, including the removal of Licensee's Equipment from a City Pole in an emergency as described in **Subsection 21.2** (Emergency Access), except damage resulting directly and exclusively from the gross negligence or willful misconduct of the City or its Agents and not contributed to by the acts, omissions, or negligence of Licensee, its Agents, or Invitees.

22. REQUIRED RECORDS

22.1 Records of Account.

Licensee shall maintain during the Term and for a period ending 3 years after the Expiration Date or earlier termination of this Master License the following records at a place of business within the State of California or in an electronic format: (a) identification and location of

all City Poles under active Pole Licenses; (b) amounts and dates of License Fees paid to the City; (c) Regulatory Approvals issued for the installation, operation, and maintenance of Equipment on City Poles; and (d) correspondence with the City concerning any matter covered by this Master License. The City, or a consultant acting on its behalf, will have the right to inspect and audit Licensee's records specifically described in this section at Licensee's place of business during regular business hours on 10 business days' notice to Licensee. Such inspection and audit shall be at City's sole expense, except for any costs incurred by the Licensee in making Licensee's records available for inspection.

22.2 Estoppel Certificates.

Licensee, at any time and from time to time on not less than 30 days' notice from the City, shall execute, acknowledge, and deliver to the City or to any party designated by the City, a certificate of Licensee stating: (a) that Licensee has accepted the License Area (or, if Licensee has not done so, that Licensee has not accepted all or any part of the License Area and specifying the applicable portions of the License Area and reasons for nonacceptance); (b) the Commencement Dates of any Pole Licenses then in effect; (c) the Effective Date and Expiration Date of this Master License; (d) that this Master License and Pole Licenses are unmodified and in full force and effect or, if modified, the manner in which they are modified; (e) to Licensee's knowledge, whether any defenses then exist against the enforcement of any of Licensee's obligations under this Master License (and if so, specifying the same); (f) to Licensee's knowledge, whether any of the City's obligations under this Master License are outstanding (and if so, identifying any City obligations that Licensee believes that the City has failed to meet); (g) the dates, if any, to which the License Fees and Additional Fees have been paid; and (h) any other information that may be reasonably required by any such persons.

22.3 Regulatory and Bankruptcy Records.

22.3.1 22.3.1 Copies for City Records. Licensee shall provide to the City without request copies of: (a) any pending applications, communications, or other documents related to any filing by or against Licensee of an action for bankruptcy, receivership, or trusteeship; and (b) all relevant non-privileged petitions, applications, communications, and reports submitted by Licensee to the FCC or any other Regulatory Agency having jurisdiction directly related to Licensee's installation or operation of Equipment on City Poles or other property.

22.3.2 22.3.2 Production of Documents. The City will attempt to notify Licensee promptly after delivery of any request for copies of these records made under any public records Law or in any court proceeding and of the date on which the records are to be made available. If Licensee believes that any of the requested records are confidential or contain proprietary information, Licensee must identify those records to the City before the date of required production. If the request is made through any court or administrative proceeding, or the requesting party otherwise makes a formal complaint regarding nondisclosure, Licensee will have the burden to obtain any protective order needed to withhold production at its sole cost and expense. Licensee acknowledges that the City's compliance with any court order, including a subpoena duces tecum, will not violate this Subsection. The City's failure to notify Licensee will not affect the City's legal obligation to produce records or give rise to any Claim by Licensee against the City.

23. RULES AND REGULATIONS

Licensee shall faithfully comply during the Term with any and all reasonable rules, regulations, and instructions that the City establishes, as amended from time to time, with respect

to use of any part of the License Area, to the extent that the same do not materially conflict with any express, material terms and conditions of this Master License, except that no amendments to rules, regulations, and instructions shall apply retroactively unless required by law. City shall give written notice of any amendments to rules, regulations, and instructions at least 30 days prior to the amendments' effectiveness.

24. SECURITY DEPOSIT

24.1 Application of Security Deposit.

Licensee must tender to the City for deposit the sum(s) specified as the security deposit in the Basic License Information as either, at its option, cash, or a letter of credit or surety bond in the same amount (the "**Security Deposit**") to secure Licensee's faithful performance of all terms, covenants, and conditions of this Master License and the requested Pole License. The Security Deposit shall be due at the time(s) specified in the Basic License Information. Any letter of credit shall be in a form acceptable to the City Attorney and issued by a financial institution that is subject to regulation by the state or federal government guaranteeing that all or any portion of the funds available pursuant to the letter of credit will be paid upon written demand of the City and that such written demand need not present documentation of any kind as a condition of payment, including proof of loss. Any surety bond shall be in a form acceptable to the City Attorney and shall name the City as the obligee to guarantee and assure the faithful performance of Licensee's obligations under this Master License. Licensee agrees that the City may apply the Security Deposit in whole or in part to remedy any damage to the License Area caused by Licensee, its Agents, or Invitees, or any failure of Licensee to perform any other terms, covenants, or conditions contained herein (including the payment of License Fees or other sums due under this Master License or any Pole License either before or after a default), without waiving any of the City's other rights and remedies under this Master License or at law or in equity. Licensee waives any rights it may have under section 1950.7 of the California Civil Code or any similar Law and agrees that the City may retain all or any portion of Security Deposit reasonably necessary to compensate the City for any other foreseeable or unforeseeable loss or damage caused by the acts or omissions of Licensee, its Agents, or Invitees. Licensee understands and agrees that the City may apply some or all of the Security Deposit to the payment of future License Fees, Additional Fees, and other amounts payable to the City under this Master License and any Pole License following a Licensee event of default. The City's obligations with respect to the Security Deposit are solely that of a debtor and not of a trustee. The City is not required to keep the Security Deposit separate from its general funds, and Licensee is not entitled to interest on the Security Deposit. The amount of the Security Deposit in no way limits the liabilities of Licensee under any provision of this Master License or any Pole License.

24.2 Further Deposits.

Should the City use any portion of the Security Deposit to cure any default by Licensee under this Master License, Licensee will be required to replenish the Security Deposit in the amount and by the date that the City specifies by notice to Licensee.

25. SURRENDER OF LICENSE AREA

25.1 Surrender.

25.1.1 Obligations Upon Surrender. No later than 60 days after the Expiration Date or other termination of this Master License or any Pole License, Licensee shall peaceably remove its Equipment from applicable portions of the License Area, repair any damage resulting from the removal, and surrender it to the City in good order and condition, normal wear and tear excepted,

free of debris and hazards, and free and clear of all liens and encumbrances. Licensee's obligations under this Article will survive the Expiration Date or other termination of this Master License.

25.1.2 Equipment Abandoned After Termination. At its option, the City may deem any items of Licensee's Equipment that remain in a License Area or other City Property more than 60 days after the termination of any Pole License to be abandoned and in such case the City may dispose of the abandoned Equipment in any lawful manner after expiration of a 60-day period initiated by the City notice to Licensee to remove the Equipment. Licensee agrees that California Civil Code sections 1980 et seq. and similar provisions of the Civil Code addressing abandoned property by residential or commercial tenants do not apply to any abandoned Equipment.

25.2 Holding Over.

25.2.1 With Consent. Any holding over after the termination of any Pole License with the express consent of the City will be construed to automatically extend the Term of this Master License for a period of one License Year at a License Fee equal to 150% of the License Fee in effect immediately before the Expiration Date, and the Master License otherwise will be on its express terms and conditions.

25.2.2 Without Consent. Any holding over without the City's consent will be a default by Licensee and entitle the City to exercise any or all of its remedies, even if the City elects to accept one or more payments of License Fees, Additional Fees, or other amounts payable to the City from Licensee after the termination of any Pole License.

26. HAZARDOUS MATERIALS

26.1 Hazardous Materials in License Area.

Licensee covenants and agrees that neither Licensee nor any of its Agents or Invitees shall cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated, disposed of, or Released in, on, under, or about the License Area or any other part of City Property, or transported to or from any City Property in violation of Environmental Laws, except that Licensee may use small quantities of Hazardous Materials as needed for routine operation, cleaning, and maintenance of Licensee's Equipment that are customarily used for routine operation, cleaning, and maintenance of such equipment and so long as all such Hazardous Materials are contained, handled, and used in compliance with Environmental Laws. Licensee shall immediately notify the City if and when Licensee learns or has reason to believe any Release of Hazardous Material has occurred in, on, under, or about the License Area or other City Property.

26.2 Licensee's Environmental Indemnity.

If Licensee breaches any of its obligations contained in this Article, or if any act, omission, or negligence of Licensee or any of its Agents or Invitees in the performance of activities pursuant to this Master License results in any contamination of the License Area or other City Property, or in a Release of Hazardous Material from, on, about, in, or beneath any part of the License Area or other City Property, or the violation of any Environmental Law, then Licensee, on behalf of itself and its successors and assigns, shall Indemnify the City, its Agents, and their respective successors and assigns from and against any and all Claims (including damages for decrease in value of the License Area or other City Property, the loss or restriction of the use of usable space

in the License Area or other City Property and sums paid in settlement of Claims, attorneys' fees, consultants' fees, and experts' fees and related costs) arising during or after the Term of this Master License relating to such Release or violation of Environmental Laws; provided, however, Licensee shall not be liable for any Claims to the extent such Release was caused by the gross negligence or willful misconduct of the City or its Agents. Licensee's Indemnification obligation includes costs incurred in connection with any activities required to Investigate and Remediate any Hazardous Material brought onto the License Area or other City Property by Licensee or any of its Agents or Invitees and to restore the License Area or other City Property to its condition prior to Licensee's introduction of such Hazardous Material or to correct any violation of Environmental Laws. Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City and the other Indemnified Parties from any Claim that actually or potentially falls within this Indemnity provision even if the allegations supporting the Claim are or may be groundless, fraudulent, or false, which obligation arises at the time such Claim is tendered to Licensee by the Indemnified Party and continues until the Claim is finally resolved. Without limiting the foregoing, if Licensee or any of its Agents or Invitees causes the Release of any Hazardous Material on, about, in, or beneath the License Area or other City Property, then in any such event Licensee shall, immediately, at no expense to any Indemnified Party, take any and all necessary actions to return the License Area or other City Property, as applicable, to the condition existing prior to the Licensee's Release of any such Hazardous Materials on the License Area or other City Property or otherwise abate the Release in accordance with all Environmental Laws, except to the extent such Release was caused by the gross negligence or willful misconduct of the City or its Agents. Licensee shall afford the City a full opportunity to participate in any discussions with Regulatory Agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise or proceeding involving Hazardous Material.

27. SPECIAL PROVISIONS

27.1 Early Termination by Either Party.

If Licensee does not obtain all Regulatory Approvals for any Pole License by the first anniversary of its effective date, either party will have the right to terminate that Pole License on 60 days' notice, which the terminating party must deliver to the other party within 10 business days after the first anniversary of the effective date of the Pole License to be terminated. If a Pole License is terminated under this provision, the Commencement Date will be deemed not to occur, and Licensee will have no obligation to pay the License Fee. If Licensee obtains all Regulatory Approvals within such sixty (60) day period, City's termination notice shall be deemed revoked, and the Pole License shall remain in full force and effect.

27.2 Licensee's Termination Rights.

27.2.1 No-Fault Termination of Master License. This Subsection will apply after the Commencement Date of any Pole Licenses. If Licensee fails to obtain or loses Regulatory Approvals for the Permitted Use with respect to a majority of the City Poles subject to Pole Licenses for reasons other than its failure to comply with the conditions of this Master License or Regulatory Approvals and in spite of reasonable efforts by Licensee to obtain or maintain its Regulatory Approvals, Licensee may terminate this Master License at any time on 90 days' prior notice to the City.

27.2.2 Pole License Termination. Absent the circumstances described in Subsection 27.2.1 (No-Fault Termination of Master License), Licensee may terminate a Pole License on 90 days' notice at any time following the first anniversary of the Commencement Date

of the Pole License. Licensee may remove its Equipment from the applicable License Area at any time after giving the required notice.

27.2.3 Master License Termination. Licensee may terminate this Master License at any time on one year's notice.

27.2.4 Interference Caused by City Work. If any City work described in **Section 9.1** (Repairs, Maintenance, and Alterations) prevents Licensee from using a City Pole or other License Area for more than 30 days, Licensee will be entitled to: (i) a pro rata abatement of the License Fee for the period Licensee is unable to use the City Pole; (ii) terminate the Pole License on 30 days' notice; or (iii) both abatement of the License Fee under clause (i) and termination under clause (ii).

27.3 City's Termination Rights .

27.3.1 Absolute Right to Terminate Pole Licenses.

- (a)** The City has the absolute right in its sole discretion to terminate any or all Pole Licenses if the City Manager (or his or her designee) determines in accordance with Laws that Licensee's continued use of the License Area adversely affects or poses a threat to public health and safety, constitutes a verified and material public nuisance, interferes with the City's street lights, utilities, or other municipal operations, or requires the City to maintain a City Pole that is no longer required for City purposes; provided, however, Licensee shall have the option to assume the Pole from City at Licensee's cost if City intends to terminate the Pole License for a Pole that is no longer required for City purposes and the City elects not to remove.
- (b)** If the condition is susceptible to cure, the City will provide notice to Licensee of the City's determination, the underlying reasons for the determination, and provide a 30-day cure period following which the affected Pole Licenses will terminate if Licensee has not effected a cure. Provided, however, that the Agreement shall not be terminated if the condition cannot reasonably be cured within thirty (30) days of such notice and Licensee commences the cure within such thirty (30) day period and thereafter diligently and continuously pursues the cure to completion.
- (c)** If the condition is not susceptible to cure in the City's reasonable judgment, the City will have the right to terminate the affected Pole Licenses on 30 days' notice to Licensee of the City's determination.
- (d)** The City will endeavor to accommodate a request by Licensee to relocate the Pole License and related Equipment, at Licensee's sole cost and expense, to another City Pole mutually acceptable to Licensee and City.

27.3.2 Removal of Equipment. The City in its sole discretion may determine that exigent circumstances require, for reasons of public, health, safety, or needs of the City to provide street lighting, utilities, or other municipal services, that Licensee remove the Equipment from a particular City Pole on 48 hours' notice. Licensee shall remove the Equipment from the identified City Pole within the 48-hour period or any longer time to which the City agrees. The applicable Pole License will terminate as to the identified City Pole upon expiration of the 48-hour period.

27.3.3 City Pole Removal. The City has the right to remove any City Pole that it determines in its sole judgment is unnecessary for its street light operations. If the City decides to remove a City Pole, it will make reasonable efforts to provide at least 60 days' notice to Licensee, but the City's rights under this Subparagraph will not be affected by its failure to provide less than 60 days' notice. Upon removal of a City Pole, either party will have the right to terminate the Pole License as to the affected City Pole as of the last day of the month of removal. The City will endeavor to accommodate a request by Licensee to relocate the Pole License and related Equipment, at Licensee's sole cost and expense, to another City Pole mutually acceptable to Licensee and City.

27.3.4 Replacement, Relocation, or Upgrading of City Poles. The City has the right to replace, relocate, or add City equipment to, and remove Licensee's Equipment from, any City Pole or License Area that the City determines in its sole judgment is necessary for its municipal operations, including, but not limited to, LED conversion or installation of solar capabilities. If the City decides to replace or relocate a City Pole or add equipment requiring the removal of Licensee's Equipment, the City will make reasonable efforts to provide at least 90 days' notice to Licensee, but the City's rights under this Subparagraph will not be affected by its failure to provide less than 90 days' notice. Licensee may choose either to terminate the applicable Pole License as to the replacement, relocated, or upgraded City Pole or, only if feasible in the discretion of the City's Public Works Department, install Licensee's Equipment on the replacement, relocated, or upgraded City Pole at Licensee's sole cost. The City will endeavor to accommodate a request by Licensee to relocate the Pole License and related Equipment, at Licensee's sole cost and expense, to another City Pole mutually acceptable to Licensee and City.

27.3.5 Future Use of Existing City Conduit.

- (a) If City conduit space is part of a License Area, and the City needs to use such City conduit space for future upgrade and expansion of its street light system, the City may require Licensee's wiring to be removed from the City's conduit. The City will use reasonable efforts to give Licensee at least 180 days' notice that the wiring will be removed, but the City's failure to give notice or delivery of less than 180 days' notice will not affect the City's rights under this Subsection. In either case, the City will provide Licensee with a date by which its wiring must be removed.
- (b) Unless Licensee notifies the City within the time specified in the City's notice under Subsection (a) above that Licensee has identified an alternative to using City conduit to enable use its Equipment without using the City conduit, the Pole License as to the affected City Pole will terminate automatically as of the last day of the month specified in the notice, but City shall grant Licensee an alternate Pole License without demanding reimbursement of its Administrative Costs as consideration for loss of the affected Pole License.

27.4 Licensee's Rights after Termination.

Promptly after the effective date of any termination of any Pole License under **Subsection 27.2.4** (Interference caused by City Work) or **Section 27.3** (City's Termination Rights), the City will refund the portion of any previously-paid License Fee attributable to the terminated portion of the License Year, subject to **Section 3.1.2** (Minimum Term). In addition, if Licensee wishes to replace the City Pole with a different Pole Location, the City will give priority to Licensee's Pole License applications for an equal portion of replacement City Poles, but the grant of priority will not affect

Licensee's obligations under this Master License, including the requirement to obtain all Regulatory Approvals for the replacement City Poles.

27.5 Special Remedies for Interference with Operations.

27.5.1 Licensee's Obligation Not to Cause Interference.

- (a) Licensee will not operate or maintain its Equipment in a manner that interferes with or impairs other communication (radio, telephone, and other transmission or reception) or computer equipment lawfully and correctly used by any person whose communication or computer equipment or use preceded Licensee's use of the Pole, including the City or any of its Agents. In the event such interference occurs and is not cured within ten (10) days of notice from City, such interference will be an event of default under this Master License by Licensee, and upon notice from the City, Licensee shall be responsible for eliminating such interference promptly and at no cost to the City. Licensee will be required to use its best efforts to remedy and cure such interference with or impairment of City operations. Prior to installation of any equipment, Licensee shall conduct an in-field test at the License Area to determine what existing communications are transmitted from or received in the License Area. A report of the in-field test shall be submitted with each application for a Pole License.
- (b) If Licensee does not cure the default promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the City will have the right to bring an action against Licensee to enjoin such interference or to terminate all Pole Licenses where the Equipment is causing interference or impairment, at the City's election.

27.5.2 Impairment Caused by Change in City Use.

- (a) If any change in the nature of the City's use of the License Area during the Term results in measurable material adverse impairment to Licensee's normal operation of its Equipment making it necessary to alter the Equipment to mitigate the adverse effect, Licensee shall notify the City and provide evidence of the claimed impairment. Upon receipt of such notice, the City will have the right to make its own reasonable determination and, if it agrees with Licensee, investigate whether it can reasonably and economically mitigate that interference. The City will provide notice to Licensee of the City's determination within thirty (30) days of its receipt of notice from Licensee.
- (b) If the City determines in its sole discretion that mitigation is feasible and can be achieved for a reasonable cost in the City's reasonable judgment, the City's notice will specify when the City will mitigate the adverse effect. The City's mitigation will effect a cure, and the City will not be liable to Licensee in any other way or be required to take any other measures with respect to the Equipment.
- (c) If the City determines in its sole discretion that mitigation is not feasible or cannot be achieved for a reasonable cost in the City's reasonable judgment, Licensee may elect either to: (i) terminate the Pole License as to the affected City Pole and receive a ratable reduction in the License Fee; (ii) request to relocate the Pole License and related Equipment, at Licensee's

sole cost and expense, to another City Pole, subject to City's approval in its sole discretion or (iii) take steps itself at its own cost to mitigate the adverse effect and continue to operate the Equipment on the City Pole, and receive from the City a waiver of the License Fee for the first 6 months of the following License Year under the affected Pole License to offset the cost of mitigation.

- (d) Licensee agrees that the City's temporary and partial abatement or waiver of the License Fee under this Subsection will be the only compensation due to Licensee for costs incurred or otherwise arising from the adverse effect as liquidated damages fully compensating Licensee for all Claims that may arise or be related to the adverse effects. Under no circumstances may the City be required to alter its operations at the identified City Pole or provide a replacement City Pole to Licensee.

27.5.3 Impairment Caused by City Access. Licensee agrees that it will not be entitled to any abatement of License Fees if the City exercises its rights of access under **Article 21** (City Access to License Area) unless the City's activities cause Licensee to be unable to operate Equipment on the License Area for its permitted use for a period of more than 10 days, in which case, subject to proof, License Fees will be abated ratably for the entire period that Licensee is unable to operate any Equipment on any affected City Pole.

28. GENERAL PROVISIONS

28.1 Notices.

This Section applies to all notices, requests, responses to requests, and demands made under this Master License.

28.1.1 Writings Required. All notices will be effective only if given in writing and delivered in accordance with this Section.

28.1.2 Manner of Delivery. Except as provided in **Subsection 28.1.4** (Special Requirements), notices may be delivered by: (i) personal delivery; (ii) certified mail, postage prepaid, return receipt requested; or (iii) prepaid overnight delivery, return receipt requested. Notices must be delivered to: (1) Licensee at Licensee's address set forth in the Basic License Information, or at any place where Licensee or any Agent of Licensee may be personally served if sent after Licensee has vacated, abandoned, or surrendered the address set forth in the Basic License Information; (2) the City at the City's address set forth in the Basic License Information; or (3) any new notice address that either the City or Licensee specifies by no less than 10 days' notice given to the other in accordance with this Section.

28.1.3 Effective Date of Notices. All notices under this Master License will be deemed to have been delivered: (i) two (2) days after deposit if delivered by certified mail; (ii) the date delivery is made by personal delivery or overnight delivery; or (iii) the date an attempt to make delivery fails because a party has failed to provide notice of a change of address or refuses to accept delivery. The parties will transmit copies of notices by email to the email addresses listed in the Basic License Information, but failure to do so will not affect the delivery date or validity of any notice properly delivered in accordance with this Section. Further, notice by facsimile or electronic mail alone shall not be acceptable for notices of demand, breach, default, assignment, or change of notice address.

28.2 No Implied Waiver.

No failure by either party to insist upon the strict performance of any obligation of the other under this Master License or to exercise any right, power, or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, will constitute a waiver of such breach. No acceptance by the City or any of its Agent of full or partial payment of License Fees or Additional Fees during the continuance of any such breach will constitute a waiver of such breach or of the City's right to demand strict compliance with such term, covenant, or condition or operate as a waiver of any requirement of this Master License. No express waiver by either party of any default or the performance of any provision hereof will affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more waivers of a default or the performance of any provision hereof by either party will not be deemed to be a waiver of a subsequent default or performance. The City's consent given in any instance under the terms of this Master License will not relieve Licensee of any obligation to secure the City's consent in any other or future instance under the terms of this Master License.

28.3 Amendments.

No part of this Master License (including all Pole Licenses) may be changed, waived, discharged, or terminated orally, nor may any breach thereof be waived, altered, or modified, except by a written instrument signed by both parties.

28.4 Interpretation of Licenses.

The following rules of interpretation apply to this Master License.

28.4.1 General. Whenever required by the context, the singular includes the plural and vice versa; the masculine gender includes the feminine or neuter genders and vice versa; and defined terms encompass all correlating forms of the terms (e.g., the definition of "indemnify" applies to "indemnity," "indemnification," etc.).

28.4.2 Multi-party Licensee. If there is more than one Licensee, the obligations and liabilities under this Master License imposed on Licensee will be joint and several among them.

28.4.3 Captions. The captions preceding the articles and sections of this Master License and in the table of contents have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Master License.

28.4.4 Time for Performance. Provisions in this Master License relating to number of days mean calendar days, unless otherwise specified. "**Business day**" means a day other than a Saturday, Sunday, or a bank or City holiday. If the last day of any period to give notice, reply to a notice, or to undertake any other action occurs on a day that is not a business day, then the last day for undertaking the action or giving or replying to the notice will be the next succeeding business day.

28.4.5 City Actions. All approvals, consents, or other determinations permitted or required by the City under this Master License will be made by or through the City Manager of the City or his or her designee, unless otherwise provided in this Master License or by any City ordinance.

28.4.6 Words of Inclusion. The use of the term “including,” “such as,” or words of similar import when following any general or specific term, statement, or matter may not be construed to limit the term, statement, or matter to the stated terms, statements, or matters, whether or not language of non-limitation, such as “including, but not limited to” and “including without limitation” are used. Rather, the stated term, statement, or matter will be interpreted to refer to all other items or matters that could reasonably fall within the broadest possible scope of the term, statement, or matter.

28.4.7 Laws. References to all Laws, including specific statutes, relating to the rights and obligations of either party mean the Laws in effect on the Effective Date specified in the Basic License Information and as they are amended, replaced, supplemented, clarified, corrected, or superseded at any time while any obligations under this Master License or any Pole License are outstanding, whether or not foreseen or contemplated by the parties.

28.5 Successors and Assigns.

The terms, covenants, and conditions contained in this Master License bind and inure to the benefit of the City and Licensee and, except as otherwise provided herein, their successors and assigns.

28.6 Brokers.

Neither party has had any contact or dealings regarding the license of the License Area, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the license contemplated herein (“**Broker**”), whose commission, if any is due, is to be paid pursuant to a separate written agreement between such Broker and the party through which such Broker contracted. In the event that any Broker perfects a claim for a commission or finder's fee based upon any such contact, dealings, or communication, Licensee shall indemnify the City from all Claims brought by the Broker. This Section will survive expiration or earlier termination of this Master License.

28.7 Severability.

If any provision of this Master License or the application thereof to any person, entity, or circumstance is invalid or unenforceable, the remainder of this Master License, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each provision of this Master License will be valid and be enforced to the full extent permitted by Law, except to the extent that enforcement of this Master License without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Master License.

28.8 Governing Law and Venue.

This Master License must be construed and enforced in accordance with the laws of the State of California without regard to the principles of conflicts of law. This Master License is made, entered, and will be performed in the City of Rancho Cordova. Any action concerning this Master License must be brought and heard in the state or federal courts encompassing the City of Rancho Cordova.

28.9 Dispute Resolution.

28.9.1 Good Faith Participation. Prior to the initiation of any litigation, the Parties shall in good faith attempt to settle any dispute arising out of or relating to this Agreement through the upper management escalation and non-binding mediation processes set forth herein. Good faith participation in these processes shall be a condition precedent to any litigation. All negotiations pursuant to this Article shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and any state's rules of evidence.

28.9.2 Upper Management Escalation and Mediation. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. The dispute shall be escalated to upper management and, thereafter, representatives of both Parties with authority to settle the dispute shall meet at a mutually acceptable time and place within fourteen (14) business days after receipt of such notice, and thereafter as often as reasonably deemed necessary, to exchange relevant information and attempt to resolve the dispute. If the matter has not been resolved within thirty (30) business days of receipt of the disputing Party's notice, or if the Parties fail to meet within fourteen (14) business days, either Party may initiate mediation. Such mediation shall take place at a mutually agreeable location. In the event that such dispute is not resolved within ninety (90) calendar days following the first day of mediation, either Party may initiate litigation.

28.9.3 Enforcement. The parties regard the aforesaid obligation to escalate to upper management and mediate as an essential and material provision of this Agreement and one that is legally binding upon them. In case of a violation of such obligation by either Party, the other may seek specific enforcement of such obligation in the courts having jurisdiction hereunder.

28.10 Entire Agreement.

This Master License, including all exhibits and schedules, contains the entire agreement between the parties, and all prior written or oral agreements regarding the same subject matter are merged into this document. The parties further intend that this Master License, all Pole Licenses, and all exhibits and schedules will constitute one agreement that contains the complete and exclusive statement of its terms and that no extrinsic evidence (including prior drafts and revisions) may be introduced in any judicial, administrative, or other legal proceeding involving this Master License. Licensee hereby acknowledges that neither the City nor the City's Agents have made any representations or warranties with respect to the City Poles or this Master License except as expressly set forth herein, and no rights, easements, or additional licenses are or will be acquired by Licensee by implication or otherwise unless expressly set forth herein.

28.11 Time of Essence.

Time is of the essence with respect to all provisions of this Master License in which a definite time for performance is specified.

28.12 Survival.

Expiration or earlier termination of this Master License will not affect the right of either party to enforce any and all Indemnities and representations and warranties given or made to the other party under this Master License, or any provision of this Master License that expressly survives termination.

28.13 Recording.

Licensee agrees not to record this Master License, any Pole License, or any memorandum or short form of any of them in the Official Records of the County of Alameda.

28.14 Counterparts.

This Master License may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will be one and the same instrument.

28.15 Cooperative Drafting.

This Master License has been negotiated at arm's length between persons sophisticated and knowledgeable in the matters it addresses and was drafted through a cooperative effort of both parties, each of which has had an opportunity to have this Master License reviewed and revised by legal counsel. No party will be considered the drafter of this Master License, and no presumption or rule (including that in Cal. Civil Code § 1654) that an ambiguity will be construed against the party drafting the clause will apply to the interpretation or enforcement of this Master License.

28.16 Authority to Approve Agreement.

Each person signing this Master License and any Pole License on behalf of Licensee warrants and represents that: (i) he or she has the full right, power, and capacity to act on behalf of Licensee and has the authority to bind Licensee to the performance of its obligations under those agreements without the subsequent approval or consent of any other person or entity; (ii) Licensee is a duly authorized and existing entity; (iii) Licensee is qualified to do business in California; and (iv) Licensee has full right and authority to enter into this Master License and Pole Licenses. Upon the City's request, Licensee shall provide the City with evidence reasonably satisfactory to the City confirming the representations and warranties above.

28.17 Conflicts of Interest.

Through its execution of the Master License, Licensee acknowledges that it is familiar with Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provisions, and agrees that if Licensee becomes aware of any such fact during the term of the Master License, Licensee shall immediately notify the City.

28.18 Included Exhibits and Schedules.

The following exhibits and schedules are attached to and are incorporated by reference into this Master License.

EXHIBIT A – Form of Pole License

Exhibit A-1 – Pole Locations/License Area

Exhibit A-2 – Licensee's Plans and Specifications

Exhibit A-3 – Form of Acknowledgment Letter

Exhibit A-4 – Sample License Fee and Default Fee Schedule Exhibit A-5 –
Sample City Installation Guidelines

DRAFT

The City and Licensee have executed this Master License as of the date last written below.

CITY:
CITY OF RANCHO CORDOVA, a California
municipal corporation

LICENSEE:

By: _____
Cyrus Abhar
City Manager

By: _____
Name: _____
Its: _____
Date: _____

Date: _____

Attest:

By: _____
Stacy Leitner
City Clerk

Approved as to Form:

By: _____
Adam U. Lindgren
City Attorney

2971087.1

[Remainder of page intentionally left blank.]

EXHIBIT A

FORM OF POLE LICENSE

Master License between [] ("Licensee") and City of Rancho Cordova Pole License No. [Start with 1 and number each subsequent application consecutively.]

In accordance with **Section 6.4** of the Master License, Licensee submits to the City two partially executed counterparts of this form of Pole License and each of the following as its Pole License application:

1. Exhibit A-1, designating all Pole Locations that Licensee seeks to be included in the License Area under this Pole License and noting (if known) whether any requested City Pole is a Nonstandard City Pole;
2. Exhibit A-2, complete and final plans and specifications for Equipment to be installed in the License Area subject to Regulatory Approvals;
3. The sum of \$_____ for the initial Administrative Payment in amounts based on the number of City Poles identified in Exhibit A-1, subject to **Section 6.6** of the Master License; and
4. If not previously provided, the Emissions Report.

Licensee acknowledges that: (a) this Pole License will not be effective until the City returns a fully executed copy to Licensee; (b) the City may require Licensee to supplement the Administrative Payment on conditions specified in **Section 6.6** of the Master License; (c) Licensee will not have the right to access or install Equipment on the License Area until after Licensee has: (i) submitted a complete Acknowledgment Letter to the City with all information and funds required; (ii) submitted insurance information to City as specified in Exhibit A-3; and (iii) the City has provided notice to proceed by returning to Licensee a countersigned copy of the Acknowledgment Letter.

This Pole License is executed and effective as of the last date written below and, upon execution will be the City's authorization for the City's Community Development Department to begin its review of the Pole Locations and plans and specifications proposed in this Pole License application.

LICENSEE:

[]

By: _____

Its: _____

Date: _____

APPROVAL:

CITY:

CITY OF RANCHO CORDOVA, a California municipal corporation

By: _____

 (or designee)
City Manager

Date: _____

DRAFT

EXHIBIT A-1

POLE LOCATIONS/LICENSE AREA

Pole License No.

[Licensee to complete and submit with Pole License application.]

<u>Pole Locations</u>	<u>Standard or Nonstandard City Pole</u>

DRAFT

EXHIBIT A-2

LICENSEE'S PLANS AND SPECIFICATIONS

Pole License No. ____

[Licensee to attach plans and specifications for all Equipment, including required and permitted signage, to this cover sheet and submit with Pole License application.]

DRAFT

EXHIBIT A-3

Form of Acknowledgment Letter [Licensee to complete and submit.]

[Alternative to be used if Licensee obtains all Regulatory Approvals within 365 (366 in any leap year) days after Pole License is issued.]

[Date]

City of Rancho Cordova
2729 Prospect Place Drive
Rancho Cordova, CA 95670
Attention:

Re: Pole License No. _____ Dear _____:

This letter will confirm the following: (1) that Licensee has obtained the Wireless Facility Permit and all other Regulatory Approvals required for the Permitted Use under this Pole License, copies of which are attached to this letter, as specified below; and (2) the Commencement Date of this Pole License is _____, 20____, which is the first day of the month after Licensee obtained all Regulatory Approvals.

This letter also confirms that Licensee has submitted all required insurance information to the City. A check, surety bond, or letter of credit for the Security Deposit (if not already provided) and the License Fee for the first License Year of this Pole License is attached [or funds for the Security Deposit and the License Fee for the first License Year of this Pole License have been wired to the City].

Please acknowledge the City's receipt of this letter and the items listed below, and issue the City's approval for Licensee to begin installation of Equipment on the License Are by signing and returning a copy of this letter.

Very truly yours,

By: _____
Title: _____

Enc.

- [] Wireless Facility Permit
- [] [List other Regulatory Approvals.]
- [] [List other Regulatory Approvals.]
- [] [List other Regulatory Approvals.]
- [] Insurance certificates and endorsements
- [] Contractor's bonds, insurance certificates, and endorsements
- [] Security Deposit by check, wire transfer, surety bond, or letter of credit (if applicable)
- [] First License Year's License Fee

[Alternative to be used if Licensee does not obtain all Regulatory Approvals within 365 (366 in any leap year) days after Pole License is issued.]

[Date]

City of Rancho Cordova
2729 Prospect Place Drive
Rancho Cordova, CA 95670

Attention:

Re: Pole License No. _____

Dear _____:

This letter will confirm the following:

(1) that Licensee has not obtained the following Regulatory Approvals required for the Permitted Use under this Pole License: _____

_____ ; and

(2) the Commencement Date of this Pole License is _____, 20____, which is the first anniversary of the effective date of this Pole License.

A check, surety bond, or letter of credit for the Security Deposit (if not already provided) and the License Fee for the first License Year of this Pole License is attached [or funds for the Security Deposit and the License Fee for the first License Year of this Pole License have been wired to the City].

When Licensee has obtained all Regulatory Approvals, it will provide copies to the City, submit all required insurance documents and information, and request that the City issue its approval for Licensee to begin installation of Equipment on the License Area.

Very truly yours,

By: _____
Title: _____

Enc.

- [] [List Regulatory Approvals acquired.]
- [] [List other Regulatory Approvals acquired.]
- [] [List other Regulatory Approvals acquired.]
- [] Security Deposit by check, wire transfer, surety bond or letter of credit (if applicable)
- [] First License Year's License Fee

[Alternative to be used if Licensee obtains all Regulatory Approvals within 365 (366 in any leap year) days after Pole License is issued.]

Dear [Licensee]:

This countersigned copy of your Acknowledgment Letter serves as the City's notice to Licensee that the City has: (1) received the Security Deposit and First Year's License Fee for this Pole License; (2) approved the requested Pole Locations and the plans and specifications for installation of Equipment on the License Area; (3) received satisfactory evidence of insurance, including contractors' insurance and bonds; and (4) received copies of the Regulatory Approvals listed above, as well as a copy of the Emissions Report Licensee submitted to the Community Development Department.

The City concurs with the Commencement Date for this Pole License as specified above. [After reviewing the Regulatory Approvals, the City has determined that the correct Commencement Date for this Pole License is: _____, 20__.] The Licensee Fee and Default Fee Schedule and City Installation Guidelines for the Pole License are attached. Upon receipt, they will be deemed to be attached to the Pole License as Exhibits A-4 and A-5, respectively.

Licensee is authorized proceed with the installation of Equipment on the License Area identified in Exhibit A-1 to the Pole License in accordance with the Approved Plans and other requirements of the Master License.

CITY OF RANCHO CORDOVA, a California municipal corporation

By: _____

 (or designee)

City Manager

Date: _____

Enc.

[] Licensee Fee and Default Fee Schedule [] City Installation Guidelines

[Alternative to be used if Licensee does not obtain all Regulatory Approvals within 365 (366 in any leap year) days after Pole License is issued.]

Dear [Licensee]:

This countersigned copy of your Acknowledgment Letter serves as the City's notice to Licensee that the City has: (1) received the Security Deposit and First Year's License Fee for this Pole License; (2) reserved the requested Pole Locations and approved the plans and specifications for installation of Equipment on the License Area, subject to Regulatory Approvals.

The City concurs with the Commencement Date for this Pole License as specified above. The Licensee Fee and Default Fee Schedule and City Installation Guidelines for the Pole License are attached. Upon receipt, they will be deemed to be attached to the Pole License as Exhibits A-4 and A-5, respectively.

The City will provide notice to proceed with installation of Equipment on the License Area in accordance with Approved Plans and other requirements of the Master License after Licensee has submitted to the City copies of the Regulatory Approvals listed above, along with a copy of the Emissions Report Licensee submitted to the Community Development Department, and provided satisfactory evidence of insurance, including contractors' insurance and bonds.

By: _____
[Redacted] (or designee)
City Manager

Date: _____

Enc.

- [] Licensee Fee and Default Fee Schedule
- [] City Installation Guidelines

Exhibit A-3 - Form of Acknowledgement Letter Page 4

DRAFT

EXHIBIT A TO RESOLUTION 70-2018

SCHEDULE A-4

LICENSEE FEE AND DEFAULT FEE SCHEDULE

Pole License _____

[EXAMPLE ONLY - To be updated for each new Pole License]

LICENSE FEE SCHEDULE In each License Year, the initial License Fee for each Pole License shall be the amount shown in the Schedule below.	
Annual License Fee per City Pole for License Year beginning in 2018	\$1,000.00
2019	\$1,020.00
2020	\$1,040.40
2021	\$1,061.21
2022	\$1,082.43,
2023	\$1,104.08
2024	\$1,126.16
2025	\$1,148.68
2026	\$1,171.65
2027	\$1,195.08
2028	\$1,218.98
Subsequent License Years	For each subsequent License Year, Two Percent (2%) increases over previous License Year amount

DEFAULT FEE SCHEDULE			
Violation	Master License location	Initial notice	Follow up notice
Installation of equipment or alterations that are not approved by the City.	Arts. 6, 7, 8	\$350	\$400
Failure to make required repairs.	Art. 10	\$300	\$350
Violation of requirements regarding access to License Area.	Art. 7	\$300	\$350
Failure to provide evidence of insurance and bonds or maintain insurance	Art. 19	\$300	\$350

ATTACHMENT 2 EXHIBIT A TO RESOLUTION 70-2018

EXHIBIT A-5

CITY INSTALLATION GUIDELINES

[To be updated with each Pole License.]

The City understands that Licensee's Equipment on the License Area may include fiber-optic cables and associated conduits. Licensee agrees that if it proposes the installation of conduits in a License Area, then Licensee shall have an obligation to engage in good faith negotiations that would result in the installation of conduit for the exclusive use of the City for municipal use. Nothing in this agreement would require Licensee or the City to reach agreement on the terms of such installation.

Licensee shall apply for and install an electric meter, if required by the City and the applicable electric utility, and obtain any necessary building permits from the City for the installation and connection.

Licensee shall be responsible for repairing any City conduits that Licensee or its Agents damage during installation of electrical facilities, including pulling of wires into street light conduits. If following Licensee's failure to make such repairs within thirty (30) days of notice from City, the City's crew makes repairs to remedy damage caused by Licensee or its Agents, the City will charge Licensee the full cost of those repairs by notice with evidence of the City's costs.

The City will inspect Licensee's service installations to ensure compliance with Approved Plans and Specifications. Licensee agrees to make any repairs or modifications to its service installations that are necessary to ensure compliance with the Approved Plans and Specifications.

Licensee shall provide the City's Public Works Department with as-built drawings showing all circuits installed by Licensee in existing street light conduits promptly after installation is complete. If the installations are in a City cabinet or a facility to which the City may need access, Licensee shall provide a laminated copy of the as-built drawings to the City and, if space is reasonably available, and shall place a copy within any new or existing cabinet at each Pole Location, if applicable.

Licensee shall provide the City's Public Works Department with the final coordinates and/or digital GIS shape file for inclusion in the City's GIS inventory.

Licensee shall not open any City pull boxes unless a member of the City's street light maintenance crew is present or City's Public Works Department representative approves opening the pull boxes unattended by such maintenance crew. Licensee shall contact the City's Public Works Department to complete the service connection.

ATTACHMENT 2 EXHIBIT A TO RESOLUTION 70-2018

EXHIBIT B

MINIMUM REQUIREMENTS FOR LICENSEE EQUIPMENT

Licensee's plans and specifications submitted with each Pole License application, and any Pole License application approved by the City shall comply with the following minimum requirements:

1. Licensee's Equipment shall be concealed or enclosed as much as possible in an equipment box, cabinet, or other unit that may include ventilation openings.
2. Equipment shelters, cabinets, or electrical distribution panels shall not be installed at ground level, except after all reasonable alternative pole locations have been explored and found unavailable or lacking in some substantial way and only with prior City approval upon a good faith showing of necessity, in City's sole discretion. Ground-mounted equipment, if any, shall incorporate appropriate techniques to camouflage, disguise and/or blend the equipment into the surrounding environment. Any ground-mounted equipment shall not inhibit or block pedestrian path of travel and shall comply with the Americans with Disabilities Act (ADA) standards. Any ground-mounted equipment shall not obstruct or interfere with storm drainage facilities, drainage channels, or change the existing drainage pattern. City shall have reasonable discretion to approve or disapprove, which approval or reasons for disapproval shall not be unreasonably withheld, conditioned or delayed, the installation of a battery backup unit, whether pole-mounted or ground-mounted.
3. Licensee shall verify each Pole's condition, size and foundation, and provide structural calculations and drawings for any pole-mounted equipment.
4. Any pole-mounted equipment shall be placed at least eight (8) feet above sidewalks or sixteen (16) feet above streets on the street side of the pole, and shall not obstruct line of sight to any intersection, signage, traffic control devices or other directional markings.
5. Any pole-mounted equipment shall be incorporated into the design of the pole with the use of a shroud or other stealthing techniques.
6. Any pole-mounted equipment (excluding antenna) shall be no larger than 36 inches in height, 15 inches in width and shall not extend from the pole by more than 17 inches in any direction. All conduits, conduit attachments, cables, wires and other connectors shall be placed within the pole when feasible, or otherwise concealed from public view.
7. All antennas and associated cables, connectors, and hardware shall be placed within a shroud or equivalent. A maximum of one (1) antenna shroud per pole is allowed (excluding any radio relay unit shroud).
8. The antennas and related equipment shall be constructed out of non-reflective materials, painted and/or textured to match the existing support structure and painted to blend with their surroundings. Paint shall be reviewed and shown on the Approved Plans and Specifications.
9. Any fiber optic cable or wiring connecting the antenna to the equipment cabinet or pedestal shall be located inside the City Pole and shall be located underground to the equipment cabinet.

ATTACHMENT 2
EXHIBIT A TO RESOLUTION 70-2018

10. All other conduit, cable and wiring shall be located underground.
11. The height of a pole that includes pole-mounted equipment shall not exceed more than five (5) feet above the height of the average City Pole in the area, as determined by the City Engineer.
12. Licensee's Equipment must be high quality, safe, fire-resistant, modern in design, and attractive in appearance, all as approved by the City.
13. Licensee equipment shall not be permitted within any residential zoning district or upon any decorative poles.

ATTACHMENT 3**CITY OF RANCHO CORDOVA****ORDINANCE NO. 11-2018**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AMENDING TITLE 23 (ZONING CODE) ARTICLE 9 (SPECIAL
USE PROVISIONS) OF THE RANCHO CORDOVA MUNICIPAL CODE REGARDING
CHAPTER 23.907 UTILITY, TRANSPORTATION, AND COMMUNICATIONS USES**

THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:**Section 1. Purpose and Declarations.**

WHEREAS, the City conducts periodic updates of the provisions of the Zoning Code to accommodate new beneficial advancements in technology for telecommunications facilities within the City; and

WHEREAS, small cell equipment attachments to private poles within the public right of way are currently not part of the City's Zoning Code; and

WHEREAS, certain amendments to Article 9 (Specific Use Provisions) Section 23.907 (Utility, Transportation, and Communications Uses) are necessary to require an Administrative Use Permit for the attachment of small cell equipment to private poles within the public right of way; and

WHEREAS, these amendments also include minimum requirements and design standards for said small cell equipment attachments; and

WHEREAS, the certified Environmental Impact Report prepared for and adopted by City Council for the previously adopted General Plan, via City Council Resolution 116-2006, was found to adequately address all potential environmental impacts associated with the adoption of the proposed Zoning Code amendments; and

WHEREAS, this amendment was analyzed and determined to be within the scope of the General Plan EIR and require no further environmental review under State CEQA Guidelines Section 15162 as established in the staff report associated with this Ordinance; and

WHEREAS, on June 18, 2018 the City Council held a properly noticed public hearing for this Ordinance and considered all oral and written testimony.

Section 2: Findings. The City Council hereby finds:

A. **CEQA Compliance.** The Rancho Cordova General Plan Final Environmental Impact Report (EIR) was certified in June 2006 by the Rancho Cordova City Council City Council Resolution 116-2006. The General Plan EIR is a Program EIR (CEQA Guidelines section 15168). The amendments to the City-wide Zoning Code are activities within the scope of the General Plan Program EIR and no further environmental review is required. Further environmental review is not required because the proposed amendments do not meet the criteria for preparing a subsequent EIR under State CEQA Guidelines Section 15162.

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B. **The proposed amendment is consistent with the General Plan.** The attached Municipal Code Amendment ("Amendment") is consistent with the General Plan.. The Amendment would provide development standards and minimum requirements for the attachment of small cell equipment onto private poles within the public right of way. The Amendments would not have any conflicts with existing General Plan goals and policies.

C. **The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.** The Amendment enables staff to regulate the addition of small cell attachments to private poles within the public right of way to ensure that the additions do not obstruct pedestrian access or visibility within the public right of way as well as mitigate visual impacts to a minimum. None of the proposed standards and requirements within the Amendment will be detrimental to the public interest, health, safety, convenience, or welfare of the City.

D. **The proposed amendments are internally consistent with other applicable provisions of this Zoning Code.** The attached Amendment is consistent with other aspects of Chapter 23.907 regulating other variations of telecommunications facilities throughout the City as well as consistent with other applicable provisions of the Municipal Code.

Section 3. Amendments to Title 23

The City Council hereby adopts amended Municipal Code Chapter 23.907, as shown on Attachment 1 to this Ordinance, with additions shown in underline and deletions shown in strikeouts.

Section 4. Severability

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

Section 5. Effective Date

Within fifteen (15) days after adoption, a Summary of this Ordinance shall be published once in the Grapevine Independent, or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its inception.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2018 by the following vote:

ATTACHMENT 3**AYES:****NOES:****ABSENT:****ABSTAIN:**

Linda Budge, Mayor**ATTEST:**

Stacy Leitner, City Clerk

ATTACHMENT 4 Exhibit A to Ordinance 11-2018

Chapter 23.907

UTILITY, TRANSPORTATION, AND COMMUNICATION USES

Sections:

- 23.907.010 Purpose and applicability.
- 23.907.020 Telecommunication facilities.
- 23.907.030 Utility facilities and infrastructure.

23.907.010 Purpose and applicability.

A. Purpose. The purpose of this chapter is to establish site planning, development, and/or operating standards for utility, transportation, and communication uses, including telecommunication facilities and utility facilities and infrastructure. It is the city's intent, in establishing these standards, to mitigate the potential adverse impacts of these uses and activities on adjacent and surrounding land uses by regulating the size, scale, and location of these uses, as well as requiring additional setbacks, landscaping, and other buffering between the subject use and surrounding property.

B. Applicability. The regulations and standards contained in this chapter shall apply only to telecommunication facilities and utility facilities and infrastructure as expressly identified in the corresponding sections and shall be in addition to any other development standards and regulations contained elsewhere within this zoning code (e.g., lighting, landscaping, parking). These uses may only be located in those zoning districts as described in, and shall only be authorized in concert with the permit requirements of, Article 3 of this title (Zoning Districts, Allowable Uses, and General Development Standards). [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 5.3.010)].

23.907.020 Telecommunication facilities.

A. Purpose and Applicability. This section establishes standards for placement of telecommunication facilities within the city and regulates the installation of antennas and other wireless communication facilities consistent with federal law. The city promotes and protects the public safety and public welfare while protecting the visual character of the city to minimize potential impacts of wireless telecommunication facilities development and installation.

B. A use permit (administrative or conditional as identified in Article 3 of this title (Zoning Districts, Allowable Uses, and General Development Standards) is required for the following wireless facilities:

1. Any new telecommunication tower that is not part of a collocation.
2. Any collocation that increases the overall height of an existing tower in order to add antennas.
3. Any building-mounted or roof-mounted antennas that are not screened from view.
4. Any small cell equipment attachments to private poles within the public right-of-way. Small cell equipment attachments on City-owned poles shall apply for a Master License Agreement and Pole License with the Public Works Department.

C. Exemptions. The following wireless communication facilities are exempt from the requirements of this chapter as specified below and are subject to compliance with other provisions of this title:

1. A wireless communication facility shall be exempt from the provisions of this section if and to the extent that a permit issued by the California Public Utilities Commission (CPUC) or the rules and regulations of the Federal Communications Commission (FCC) specifically provide that the antenna is exempt from local regulation.
2. Satellite earth station (SES) antennas, which are two meters (6.5616 feet) or less in diameter or in diagonal measurement, located in any nonresidential zoning district. In order to avoid the creation of an attractive public nuisance, reduce accidental tripping hazards, and maximize stability of the

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structure, such antennas shall be placed whenever possible on top of buildings and as far away as possible from the edges of rooftops.

3. Parabolic antennas, direct broadcast satellite (DBS) antennas and multi-point distribution service (MDS) antennas, which are one meter (3.2808 feet) or less in diameter or diagonal measurement, and television broadcast service (TVBS) antennas, so long as said antennas are located entirely on private property and are not located within the required front yard setback area.

4. Amateur radio antenna structures provide a valuable and essential telecommunication service during periods of natural disasters and other emergency conditions and are therefore exempt from permit provisions of this chapter in compliance with the following standards:

- a. Height Limits. Amateur radio antennas in any district may extend to a maximum height of 75 feet; provided, that the tower is equipped with a lowering device (motorized and/or mechanical) capable of lowering the antenna to the maximum permitted building height for the zone when not in operation.
- b. Location Parameters. All antenna structures shall be located outside of required front and street side yard areas. Antenna structures shall also be set back a minimum distance of five feet from interior property lines.
- c. Tower Safety. All antennas shall be located within an enclosed fenced area or have a minimum five-foot-high tower shield at the tower base to prevent climbing. All active elements of antennas shall have a minimum vertical clearance of eight feet.

5. Collocation on an existing telecommunications structure with a valid use permit.

6. Antennas placed on a building or rooftop that is completely screened from view.

D. General Development Standards. Unless otherwise exempt pursuant to subsection (C) of this section (Exemptions), the following general development standards shall apply to all wireless communication facilities:

- 1. All wireless communication facilities shall comply with all applicable requirements of the current uniform codes as adopted by the city and shall be consistent with the General Plan and this code, as well as other standards and guidelines adopted by the city.
- 2. To minimize the overall visual impact, new wireless communication facilities shall be collocated with existing facilities, with other planned new facilities, and with other facilities such as water tanks, light standards, and other utility structures whenever feasible and aesthetically desirable. To facilitate collocation when deemed appropriate, conditions of approval for conditional use permits shall require all service providers to cooperate in the siting of equipment and antennas to accommodate the maximum number of operators at a given site when found to be feasible and aesthetically desirable. The applicant shall agree to allow future collocation of additional antennas and shall not enter into an exclusive lease for the use of the site.
- 3. At least 10 feet of horizontal clearance shall be maintained between any part of the antenna and any power lines unless the antenna is installed to be an integral part of a utility tower or facility.

E. Development Standards for Antennas (Excluding Amateur Radio Antennas). Unless otherwise exempt pursuant to subsection (C) of this section (Exemptions), the following development standards shall apply to receive-only antennas (ground- and building-mounted), parabolic antennas, and satellite earth stations as defined in this section:

- 1. Antenna Location. Parabolic antenna and satellite earth stations shall be ground-mounted in residential zoning districts. In all nonresidential zoning districts, the preference is for building-mounted antennas. No antenna shall be located in the required front or street side yard of any parcel unless entirely screened from pedestrian view of the abutting street rights-of-way (excluding alleys).

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In all zoning districts, ground-mounted antennas shall be situated as close to the ground as possible to reduce visual impact without compromising their function, and all portions of the structure/antenna shall be set back a minimum of five feet from any property line.

2. Height Limit. The height limit for a ground-mounted antenna is six feet. However, the height may be increased to a maximum of 15 feet if the setback distance from all property lines is at least equal to the height of the antenna and if the structure is screened in accordance with subsection (E)(3) of this section (Screening). Building-mounted and roof-mounted antennas shall not extend above the roofline, parapet wall, or other roof screen beyond a maximum of four feet or extend out from the face of the building or other support structure by more than 18 inches.

3. Screening. Ground-mounted antennas shall be screened consistent with the provisions of RCMC 23.731.080(A)(4) (Screening of Ground-Mounted Antennas).

F. Development Standards for Amateur Radio Antennas. Amateur radio antennas as defined in Chapter 23.110 RCMC (Definitions) may exceed the height limit and/or amend the setback provisions of the exempt amateur radio antenna structures only when said regulation will result in unreasonable limitations on, or prevent, reception or transmission of signals.

G. Development Standards for Towers. The following development standards shall apply to towers (including collocation facilities):

1. Site Design. All facilities (including related equipment) shall be designed to minimize the visual impact to the greatest extent feasible, considering technological requirements, by means of placement, screening, and/or camouflage, to be compatible with existing architectural elements, landscape elements, and other site characteristics. The applicant shall use the smallest and least visible antennas possible to accomplish the owner/operator's coverage objective. A visual impact analysis is required to demonstrate how the proposed facility will appear from public rights-of-way (including public trails).

2. Safety Design. All facilities shall be designed so as to be resistant to and minimize opportunities for unauthorized access, climbing, vandalism, graffiti, and other conditions which would result in hazardous conditions, visual blight, or attractive nuisances.

3. Location. Towers shall not be located in any required front or street side yard in any zoning district. The setback distance from any abutting street right-of-way, residential property line, or public trail shall be equal to the height of the facility (tower and related equipment). Otherwise, the minimum setback distance from all other property lines shall be at least equal to 20 percent of the height of the tower. In order to facilitate collocations, setback distance will be waived for placement of antennas on existing towers when there is no increase in the overall height of the tower.

4. Height Limit. The height limit for towers shall be consistent with the maximum building height of the zoning district of the subject parcel. Exceptions to the height limit may be granted when the designated approving authority finds that reasonable alternatives do not exist to provide the necessary service. There is no height limit specified for collocations on existing structures, provided facilities are screened from view of abutting street rights-of-way or camouflaged by matching the color(s) and/or material(s) of the structure to which they are attached.

5. Lighting. Towers and related equipment shall be lit consistent with the provisions of RCMC 23.725.070(J) (General Lighting Standards).

6. Landscape. Towers shall be landscaped consistent with the provisions of RCMC 23.716.060(E) (Telecommunication Towers).

7. Design/Finish. New towers shall be camouflaged whenever possible. If not feasible to camouflage, the tower and related equipment shall have subdued colors and nonreflective materials that blend with the colors and materials of surrounding areas.

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8. Advertising. The tower and related equipment shall not bear any signs or advertising devices other than certification, warning, or other required seals or signs.

H. Development Standards for Small Cell Attachments on private poles within the public right-of-way. All small cell attachments to private poles must acquire an Administrative Use Permit (AUP). Small cell equipment attachments on City-owned poles shall apply for a Master License Agreement and Pole License with the Public Works Department.

1. Equipment shall be concealed or enclosed as much as possible in an equipment box, cabinet, or other unit that may include ventilation openings.
2. Equipment shelters, cabinets, or electrical distribution panels shall not be installed at ground level, except after all reasonable alternative pole locations have been explored and found unavailable or lacking in some substantial way and only with prior City approval upon a good faith showing of necessity, in City's sole discretion. Ground-mounted equipment, if any shall incorporate appropriate techniques to camouflage, disguise and/or blend the equipment into the surrounding environment. Any ground-mounted equipment shall not inhibit or block pedestrian path of travel and shall comply with the Americans with Disabilities Act (ADA) standards. Any ground-mounted equipment shall not obstruct or interfere with storm drainage facilities, drainage channels, or change the existing drainage pattern. City shall have sole discretion to approve or disapprove the installation of a battery backup unit, whether pole-mounted or ground-mounted.
3. Applicant shall verify each Pole's condition, size and foundation, and provide structural calculations and drawings for any pole-mounted equipment.
4. Any pole-mounted equipment shall be placed at least eight (8) feet above sidewalks or sixteen (16) feet above streets on the street side of the pole, and shall not obstruct line of sight to any intersection, signage, traffic control devices or other directional markings.
5. Any pole-mounted equipment shall be incorporated into the design of the pole with the use of a shroud or other stealthing techniques.
6. Any pole-mounted equipment (excluding antenna) shall be no larger than 36 inches in height, 15 inches in width and shall not extend from the pole by more than 17 inches in any direction. All conduits, conduit attachments, cables, wires and other connectors shall be placed within the pole when feasible, or otherwise concealed from public view.
7. All antennas and associated cables, connectors, and hardware shall be placed within a shroud or equivalent. A maximum of one (1) antenna shroud per pole is allowed (excluding any radio relay unit shroud).
8. The antennas and related equipment shall be constructed out of non-reflective materials, painted and/or textured to match the existing support structure and painted to blend with their surroundings. Paint shall be reviewed and shown on the Approved Plans and Specifications.
9. Any fiber optic cable or wiring connecting the antenna to the equipment cabinet or pedestal shall be located inside the Pole and shall be located underground to the equipment cabinet.
10. All other conduit, cable and wiring shall be located underground.
11. The height of a pole that includes pole-mounted equipment shall not exceed more than five (5) feet above the height of the average pole in the area, as determined by the City.
12. Equipment must be high quality, safe, fire-resistant, modern in design, and attractive in appearance, all as approved by the City.

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13. Any proposed Small Cell Attachment equipment shall not be permitted within any residential zoning designation or upon any decorative poles.

I. Operation and Maintenance Standards.

1. Noise. All wireless communication facilities shall comply with the city's noise ordinance (Chapter 6.68 RCMC).

2. Non-Ionizing Electromagnetic Radiation (NIER) Exposure. No wireless communication facility shall be sited or operated in such a manner that it poses, either by itself or in combination with other such facilities, a potential threat to public health. To this end, no facility or combination of facilities shall produce, at any time, power densities in any inhabited area that exceed the FCC's maximum permissible exposure (MPE) limits for electric and magnetic field strength and power density for transmitters or any more restrictive standard subsequently adopted or promulgated by the city or by the county, state, or federal government.

J. Removal Provisions. In the event one or more antennas, towers, or related equipment are not operated for the provision of wireless telecommunication services for a continuous period of three months or more, such antenna, tower, and/or related equipment shall be deemed abandoned. The owner of same shall remove all such items within 30 days following the mailing of written notice that removal is required. If two or more providers of wireless telecommunication services use the antenna support structure or related equipment, the period of nonuse under this section shall be measured from the cessation of operation at the location by all such providers. Failure to remove shall constitute a public nuisance and shall be enforced as such.

K. Effects of Development. The city shall not be liable if development within the city, after installation of the antenna, impairs antenna reception. [Ord. 4-2017 § 3 (Exh. B); Ord. 13-2013 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 5.3.020)].

23.907.030 Utility facilities and infrastructure.

A. Purpose and Applicability. The regulations contained in this section shall apply to utility facilities and infrastructure as defined in RCMC 23.1104.040 (Land use definitions). The establishment of new utility facilities and infrastructure shall be consistent with the allowed use provisions of Article 3 of this title (Zoning Districts, Allowable Uses, and General Development Standards) and the standards contained within this section, as well as other development standards as required in the underlying zoning district. Where the standards of the underlying district conflict with the standards herein, these standards shall apply. The intent of these provisions is to minimize the visual and physical impacts of the use on surrounding property by balancing the need for the facilities with a desire to minimize the visual impact.

B. Permit Requirements and Exemptions. To the extent allowed by state or federal law, the uses regulated by this section shall be subject to the allowed use and permit requirements of Article 3 of this title (Zoning Districts, Allowable Uses, and General Development Standards). In addition, such facilities may be subject to design review as required by Chapter 23.140 RCMC (Minor Design Review) or Chapter 23.141 RCMC (Major Design Review) and allowed by state and federal law.

C. Location Requirements for Transmission Lines and Pipelines.

1. General Location. Generally, transmission lines and pipelines shall be located within public rights-of-way (with approval of the public works director) or within dedicated easements for transmission lines (e.g., public utility easement).

2. Electrical Transmission Lines. Electrical transmission lines of 100,000 volts or greater capacity may be located in any zone and shall be located in easements or rights-of-way which permit access for maintenance with minimal disruption to surrounding properties. Preference shall be given to the location of transmission lines in the rank order specified below; every reasonable effort shall be exerted to avoid established residential areas. In the event SMUD determines that it has no

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alternative but to route a 100,000 volt or greater capacity transmission line through an established residential area, such lines shall be installed underground except when SMUD can demonstrate that it is not feasible to do so. "Feasible" shall be as defined in California Government Code Section 53096(c).

- a. Within existing SMUD transmission rights-of-way or those anticipated for other projects proposed subject to this code.
- b. Adjacent to railroads or adopted freeway routes.
- c. Along or adjacent to major arterial streets where existing or planned uses are commercial or industrial.
- d. Adjacent to or through existing or planned commercial, industrial, or agricultural uses.
- e. Along arterial streets where residential uses designated in an adopted plan are RD-20 or greater density.
- f. Through areas where land uses in an adopted plan are predominantly commercial, but include residential uses.
- g. Through residential areas, including side and rear yards, irrespective of density.

D. Location Requirements for Fixed-Base Structures and Facilities. In siting fixed-base structures and facilities, the city shall place preference on the locations listed below in the order listed. In any case, siting fixed-base facilities within residential zoning districts, particularly those intended for multifamily housing, shall be a last resort. All new subdivisions and land planning (e.g., Specific Plans) shall include provisions for siting fixed-base facilities in dedicated, reserved locations that are identified with assistance from the utility service provider.

- 1. Sites zoned community service (CS), transportation corridor (T), or parks and open space (POS);
- 2. Areas within Specific Plans or special planning areas specifically identified for utility facilities and infrastructure uses;
- 3. Sites zoned heavy industrial (M-2);
- 4. Sites zoned any mixed-use zoning district, provided the facility is not located at the intersection of two major streets;
- 5. Any other portion of a mixed-use zoning district not otherwise described above; or
- 6. Within a residential or agricultural zoning district.

E. Development Requirements for Fixed-Base Structures and Facilities.

- 1. Communication Substations. Communication substations shall be entirely located within an enclosed building, the design of which shall be consistent with the standards of the underlying zoning district and the citywide design guidelines, the intent being to integrate the design of the facility into the area in which it is located.
- 2. Electrical Substations.
 - a. Overhead electrical transmission lines of 100,000 volts or greater capacity shall be installed in such a manner as to minimize adverse visual impacts. When feasible, SMUD shall relocate and combine existing overhead transmission poles and lines with new installations.

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b. Substations shall be designed and constructed in such a manner as to minimize off-site visual and noise impacts. Planted or landscaped setbacks of at least 25 feet shall be provided on all property lines.

3. Potable Water Storage Facility. Potable water storage facilities shall observe all development standards of the underlying zoning district. Additionally, such facilities shall be screened consistent with the provisions of Chapter 23.731 RCMC (Fences, Walls, and Screening).

4. Treatment Plant. Treatment plants shall observe all development standards of the underlying zoning district, except that any treatment ponds or other structures that may emit an odor shall be located a minimum of 200 feet from a residential zoning district or residential use. The use shall also provide landscaping along the perimeter of the use, including a minimum 25-foot-wide landscape area and evergreen trees planted 30 feet on center. [Ord. 4-2017 § 3 (Exh. B); Ord. 13-2013 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 5.3.030)].

Chapter 23.907

UTILITY, TRANSPORTATION, AND COMMUNICATION USES

Sections:

- 23.907.010 Purpose and applicability.
- 23.907.020 Telecommunication facilities.
- 23.907.030 Utility facilities and infrastructure.

23.907.010 Purpose and applicability.

A. Purpose. The purpose of this chapter is to establish site planning, development, and/or operating standards for utility, transportation, and communication uses, including telecommunication facilities and utility facilities and infrastructure. It is the city's intent, in establishing these standards, to mitigate the potential adverse impacts of these uses and activities on adjacent and surrounding land uses by regulating the size, scale, and location of these uses, as well as requiring additional setbacks, landscaping, and other buffering between the subject use and surrounding property.

B. Applicability. The regulations and standards contained in this chapter shall apply only to telecommunication facilities and utility facilities and infrastructure as expressly identified in the corresponding sections and shall be in addition to any other development standards and regulations contained elsewhere within this zoning code (e.g., lighting, landscaping, parking). These uses may only be located in those zoning districts as described in, and shall only be authorized in concert with the permit requirements of, Article 3 of this title (Zoning Districts, Allowable Uses, and General Development Standards). [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 5.3.010)].

23.907.020 Telecommunication facilities.

A. Purpose and Applicability. This section establishes standards for placement of telecommunication facilities within the city and regulates the installation of antennas and other wireless communication facilities consistent with federal law. The city promotes and protects the public safety and public welfare while protecting the visual character of the city to minimize potential impacts of wireless telecommunication facilities development and installation.

B. A use permit (administrative or conditional as identified in Article 3 of this title (Zoning Districts, Allowable Uses, and General Development Standards)) is required for the following wireless facilities:

1. Any new telecommunication tower that is not part of a collocation.
2. Any collocation that increases the overall height of an existing tower in order to add antennas.
3. Any building-mounted or roof-mounted antennas that are not screened from view.

4. Any small cell equipment attachments to private poles within the public right-of-way. Small cell equipment attachments on City-owned poles shall apply for a Master License Agreement and Pole License with the Public Works Department.

C. Exemptions. The following wireless communication facilities are exempt from the requirements of this chapter as specified below and are subject to compliance with other provisions of this title:

1. A wireless communication facility shall be exempt from the provisions of this section if and to the extent that a permit issued by the California Public Utilities Commission (CPUC) or the rules and regulations of the Federal Communications Commission (FCC) specifically provide that the antenna is exempt from local regulation.
2. Satellite earth station (SES) antennas, which are two meters (6.5616 feet) or less in diameter or in diagonal measurement, located in any nonresidential zoning district. In order to avoid the creation of an attractive public nuisance, reduce accidental tripping hazards, and maximize stability of the

structure, such antennas shall be placed whenever possible on top of buildings and as far away as possible from the edges of rooftops.

3. Parabolic antennas, direct broadcast satellite (DBS) antennas and multi-point distribution service (MDS) antennas, which are one meter (3.2808 feet) or less in diameter or diagonal measurement, and television broadcast service (TVBS) antennas, so long as said antennas are located entirely on private property and are not located within the required front yard setback area.

4. Amateur radio antenna structures provide a valuable and essential telecommunication service during periods of natural disasters and other emergency conditions and are therefore exempt from permit provisions of this chapter in compliance with the following standards:

- a. Height Limits. Amateur radio antennas in any district may extend to a maximum height of 75 feet; provided, that the tower is equipped with a lowering device (motorized and/or mechanical) capable of lowering the antenna to the maximum permitted building height for the zone when not in operation.
- b. Location Parameters. All antenna structures shall be located outside of required front and street side yard areas. Antenna structures shall also be set back a minimum distance of five feet from interior property lines.
- c. Tower Safety. All antennas shall be located within an enclosed fenced area or have a minimum five-foot-high tower shield at the tower base to prevent climbing. All active elements of antennas shall have a minimum vertical clearance of eight feet.

5. Collocation on an existing telecommunications structure with a valid use permit.

6. Antennas placed on a building or rooftop that is completely screened from view.

D. General Development Standards. Unless otherwise exempt pursuant to subsection (C) of this section (Exemptions), the following general development standards shall apply to all wireless communication facilities:

- 1. All wireless communication facilities shall comply with all applicable requirements of the current uniform codes as adopted by the city and shall be consistent with the General Plan and this code, as well as other standards and guidelines adopted by the city.
- 2. To minimize the overall visual impact, new wireless communication facilities shall be collocated with existing facilities, with other planned new facilities, and with other facilities such as water tanks, light standards, and other utility structures whenever feasible and aesthetically desirable. To facilitate collocation when deemed appropriate, conditions of approval for conditional use permits shall require all service providers to cooperate in the siting of equipment and antennas to accommodate the maximum number of operators at a given site when found to be feasible and aesthetically desirable. The applicant shall agree to allow future collocation of additional antennas and shall not enter into an exclusive lease for the use of the site.
- 3. At least 10 feet of horizontal clearance shall be maintained between any part of the antenna and any power lines unless the antenna is installed to be an integral part of a utility tower or facility.

E. Development Standards for Antennas (Excluding Amateur Radio Antennas). Unless otherwise exempt pursuant to subsection (C) of this section (Exemptions), the following development standards shall apply to receive-only antennas (ground- and building-mounted), parabolic antennas, and satellite earth stations as defined in this section:

- 1. Antenna Location. Parabolic antenna and satellite earth stations shall be ground-mounted in residential zoning districts. In all nonresidential zoning districts, the preference is for building-mounted antennas. No antenna shall be located in the required front or street side yard of any parcel unless entirely screened from pedestrian view of the abutting street rights-of-way (excluding alleys).

In all zoning districts, ground-mounted antennas shall be situated as close to the ground as possible to reduce visual impact without compromising their function, and all portions of the structure/antenna shall be set back a minimum of five feet from any property line.

2. Height Limit. The height limit for a ground-mounted antenna is six feet. However, the height may be increased to a maximum of 15 feet if the setback distance from all property lines is at least equal to the height of the antenna and if the structure is screened in accordance with subsection (E)(3) of this section (Screening). Building-mounted and roof-mounted antennas shall not extend above the roofline, parapet wall, or other roof screen beyond a maximum of four feet or extend out from the face of the building or other support structure by more than 18 inches.

3. Screening. Ground-mounted antennas shall be screened consistent with the provisions of RCMC 23.731.080(A)(4) (Screening of Ground-Mounted Antennas).

F. Development Standards for Amateur Radio Antennas. Amateur radio antennas as defined in Chapter 23.110 RCMC (Definitions) may exceed the height limit and/or amend the setback provisions of the exempt amateur radio antenna structures only when said regulation will result in unreasonable limitations on, or prevent, reception or transmission of signals.

G. Development Standards for Towers. The following development standards shall apply to towers (including collocation facilities):

1. Site Design. All facilities (including related equipment) shall be designed to minimize the visual impact to the greatest extent feasible, considering technological requirements, by means of placement, screening, and/or camouflage, to be compatible with existing architectural elements, landscape elements, and other site characteristics. The applicant shall use the smallest and least visible antennas possible to accomplish the owner/operator's coverage objective. A visual impact analysis is required to demonstrate how the proposed facility will appear from public rights-of-way (including public trails).

2. Safety Design. All facilities shall be designed so as to be resistant to and minimize opportunities for unauthorized access, climbing, vandalism, graffiti, and other conditions which would result in hazardous conditions, visual blight, or attractive nuisances.

3. Location. Towers shall not be located in any required front or street side yard in any zoning district. The setback distance from any abutting street right-of-way, residential property line, or public trail shall be equal to the height of the facility (tower and related equipment). Otherwise, the minimum setback distance from all other property lines shall be at least equal to 20 percent of the height of the tower. In order to facilitate collocations, setback distance will be waived for placement of antennas on existing towers when there is no increase in the overall height of the tower.

4. Height Limit. The height limit for towers shall be consistent with the maximum building height of the zoning district of the subject parcel. Exceptions to the height limit may be granted when the designated approving authority finds that reasonable alternatives do not exist to provide the necessary service. There is no height limit specified for collocations on existing structures, provided facilities are screened from view of abutting street rights-of-way or camouflaged by matching the color(s) and/or material(s) of the structure to which they are attached.

5. Lighting. Towers and related equipment shall be lit consistent with the provisions of RCMC 23.725.070(J) (General Lighting Standards).

6. Landscape. Towers shall be landscaped consistent with the provisions of RCMC 23.716.060(E) (Telecommunication Towers).

7. Design/Finish. New towers shall be camouflaged whenever possible. If not feasible to camouflage, the tower and related equipment shall have subdued colors and nonreflective materials that blend with the colors and materials of surrounding areas.

8. Advertising. The tower and related equipment shall not bear any signs or advertising devices other than certification, warning, or other required seals or signs.

H. Development Standards for Small Cell Attachments on private poles within the public right-of-way. All small cell attachments to private poles must acquire an Administrative Use Permit (AUP). Small cell equipment attachments on City-owned poles shall apply for a Master License Agreement and Pole License with the Public Works Department.

1. Equipment shall be concealed or enclosed as much as possible in an equipment box, cabinet, or other unit that may include ventilation openings.
2. Equipment shelters, cabinets, or electrical distribution panels shall not be installed at ground level, except after all reasonable alternative pole locations have been explored and found unavailable or lacking in some substantial way and only with prior City approval upon a good faith showing of necessity, in City's sole discretion. Ground-mounted equipment, if any shall incorporate appropriate techniques to camouflage, disguise and/or blend the equipment into the surrounding environment. Any ground-mounted equipment shall not inhibit or block pedestrian path of travel and shall comply with the Americans with Disabilities Act (ADA) standards. Any ground-mounted equipment shall not obstruct or interfere with storm drainage facilities, drainage channels, or change the existing drainage pattern. City shall have sole discretion to approve or disapprove the installation of a battery backup unit, whether pole-mounted or ground-mounted.
3. Applicant shall verify each Pole's condition, size and foundation, and provide structural calculations and drawings for any pole-mounted equipment.
4. Any pole-mounted equipment shall be placed at least eight (8) feet above sidewalks or sixteen (16) feet above streets on the street side of the pole, and shall not obstruct line of sight to any intersection, signage, traffic control devices or other directional markings.
5. Any pole-mounted equipment shall be incorporated into the design of the pole with the use of a shroud or other stealthing techniques.
6. Any pole-mounted equipment (excluding antenna) shall be no larger than 36 inches in height, 15 inches in width and shall not extend from the pole by more than 17 inches in any direction. All conduits, conduit attachments, cables, wires and other connectors shall be placed within the pole when feasible, or otherwise concealed from public view.
7. All antennas and associated cables, connectors, and hardware shall be placed within a shroud or equivalent. A maximum of one (1) antenna shroud per pole is allowed (excluding any radio relay unit shroud).
8. The antennas and related equipment shall be constructed out of non-reflective materials, painted and/or textured to match the existing support structure and painted to blend with their surroundings. Paint shall be reviewed and shown on the Approved Plans and Specifications.
9. Any fiber optic cable or wiring connecting the antenna to the equipment cabinet or pedestal shall be located inside the Pole and shall be located underground to the equipment cabinet.
10. All other conduit, cable and wiring shall be located underground.
11. The height of a pole that includes pole-mounted equipment shall not exceed more than five (5) feet above the height of the average pole in the area, as determined by the City.
12. Equipment must be high quality, safe, fire-resistant, modern in design, and attractive in appearance, all as approved by the City.

13. Any proposed Small Cell Attachment equipment shall not be permitted within any residential zoning designation or upon any decorative poles.

I. Operation and Maintenance Standards.

1. Noise. All wireless communication facilities shall comply with the city's noise ordinance (Chapter 6.68 RCMC).

2. Non-Ionizing Electromagnetic Radiation (NIER) Exposure. No wireless communication facility shall be sited or operated in such a manner that it poses, either by itself or in combination with other such facilities, a potential threat to public health. To this end, no facility or combination of facilities shall produce, at any time, power densities in any inhabited area that exceed the FCC's maximum permissible exposure (MPE) limits for electric and magnetic field strength and power density for transmitters or any more restrictive standard subsequently adopted or promulgated by the city or by the county, state, or federal government.

J. Removal Provisions. In the event one or more antennas, towers, or related equipment are not operated for the provision of wireless telecommunication services for a continuous period of three months or more, such antenna, tower, and/or related equipment shall be deemed abandoned. The owner of same shall remove all such items within 30 days following the mailing of written notice that removal is required. If two or more providers of wireless telecommunication services use the antenna support structure or related equipment, the period of nonuse under this section shall be measured from the cessation of operation at the location by all such providers. Failure to remove shall constitute a public nuisance and shall be enforced as such.

K. Effects of Development. The city shall not be liable if development within the city, after installation of the antenna, impairs antenna reception. [Ord. 4-2017 § 3 (Exh. B); Ord. 13-2013 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 5.3.020)].

23.907.030 Utility facilities and infrastructure.

A. Purpose and Applicability. The regulations contained in this section shall apply to utility facilities and infrastructure as defined in RCMC 23.1104.040 (Land use definitions). The establishment of new utility facilities and infrastructure shall be consistent with the allowed use provisions of Article 3 of this title (Zoning Districts, Allowable Uses, and General Development Standards) and the standards contained within this section, as well as other development standards as required in the underlying zoning district. Where the standards of the underlying district conflict with the standards herein, these standards shall apply. The intent of these provisions is to minimize the visual and physical impacts of the use on surrounding property by balancing the need for the facilities with a desire to minimize the visual impact.

B. Permit Requirements and Exemptions. To the extent allowed by state or federal law, the uses regulated by this section shall be subject to the allowed use and permit requirements of Article 3 of this title (Zoning Districts, Allowable Uses, and General Development Standards). In addition, such facilities may be subject to design review as required by Chapter 23.140 RCMC (Minor Design Review) or Chapter 23.141 RCMC (Major Design Review) and allowed by state and federal law.

C. Location Requirements for Transmission Lines and Pipelines.

1. General Location. Generally, transmission lines and pipelines shall be located within public rights-of-way (with approval of the public works director) or within dedicated easements for transmission lines (e.g., public utility easement).

2. Electrical Transmission Lines. Electrical transmission lines of 100,000 volts or greater capacity may be located in any zone and shall be located in easements or rights-of-way which permit access for maintenance with minimal disruption to surrounding properties. Preference shall be given to the location of transmission lines in the rank order specified below; every reasonable effort shall be exerted to avoid established residential areas. In the event SMUD determines that it has no

alternative but to route a 100,000 volt or greater capacity transmission line through an established residential area, such lines shall be installed underground except when SMUD can demonstrate that it is not feasible to do so. "Feasible" shall be as defined in California Government Code Section 53096(c).

- a. Within existing SMUD transmission rights-of-way or those anticipated for other projects proposed subject to this code.
- b. Adjacent to railroads or adopted freeway routes.
- c. Along or adjacent to major arterial streets where existing or planned uses are commercial or industrial.
- d. Adjacent to or through existing or planned commercial, industrial, or agricultural uses.
- e. Along arterial streets where residential uses designated in an adopted plan are RD-20 or greater density.
- f. Through areas where land uses in an adopted plan are predominantly commercial, but include residential uses.
- g. Through residential areas, including side and rear yards, irrespective of density.

D. Location Requirements for Fixed-Base Structures and Facilities. In siting fixed-base structures and facilities, the city shall place preference on the locations listed below in the order listed. In any case, siting fixed-base facilities within residential zoning districts, particularly those intended for multifamily housing, shall be a last resort. All new subdivisions and land planning (e.g., Specific Plans) shall include provisions for siting fixed-base facilities in dedicated, reserved locations that are identified with assistance from the utility service provider.

- 1. Sites zoned community service (CS), transportation corridor (T), or parks and open space (POS);
- 2. Areas within Specific Plans or special planning areas specifically identified for utility facilities and infrastructure uses;
- 3. Sites zoned heavy industrial (M-2);
- 4. Sites zoned any mixed-use zoning district, provided the facility is not located at the intersection of two major streets;
- 5. Any other portion of a mixed-use zoning district not otherwise described above; or
- 6. Within a residential or agricultural zoning district.

E. Development Requirements for Fixed-Base Structures and Facilities.

- 1. Communication Substations. Communication substations shall be entirely located within an enclosed building, the design of which shall be consistent with the standards of the underlying zoning district and the citywide design guidelines, the intent being to integrate the design of the facility into the area in which it is located.
- 2. Electrical Substations.
 - a. Overhead electrical transmission lines of 100,000 volts or greater capacity shall be installed in such a manner as to minimize adverse visual impacts. When feasible, SMUD shall relocate and combine existing overhead transmission poles and lines with new installations.

b. Substations shall be designed and constructed in such a manner as to minimize off-site visual and noise impacts. Planted or landscaped setbacks of at least 25 feet shall be provided on all property lines.

3. Potable Water Storage Facility. Potable water storage facilities shall observe all development standards of the underlying zoning district. Additionally, such facilities shall be screened consistent with the provisions of Chapter 23.731 RCMC (Fences, Walls, and Screening).

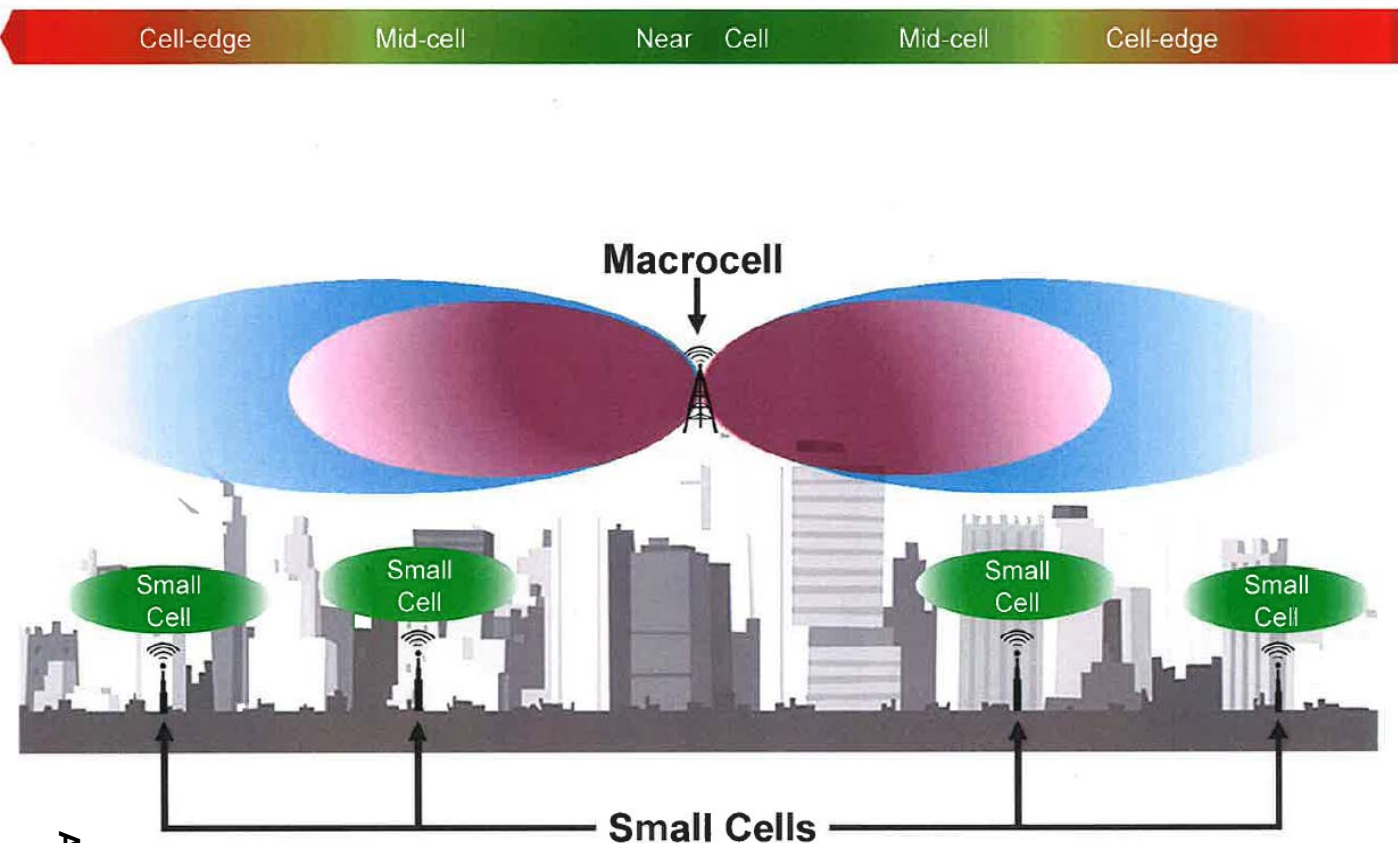
4. Treatment Plant. Treatment plants shall observe all development standards of the underlying zoning district, except that any treatment ponds or other structures that may emit an odor shall be located a minimum of 200 feet from a residential zoning district or residential use. The use shall also provide landscaping along the perimeter of the use, including a minimum 25-foot-wide landscape area and evergreen trees planted 30 feet on center. [Ord. 4-2017 § 3 (Exh. B); Ord. 13-2013 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 5.3.030)].

Small Cell Attachments

Master License Agreement Template
and Zoning Code Amendment

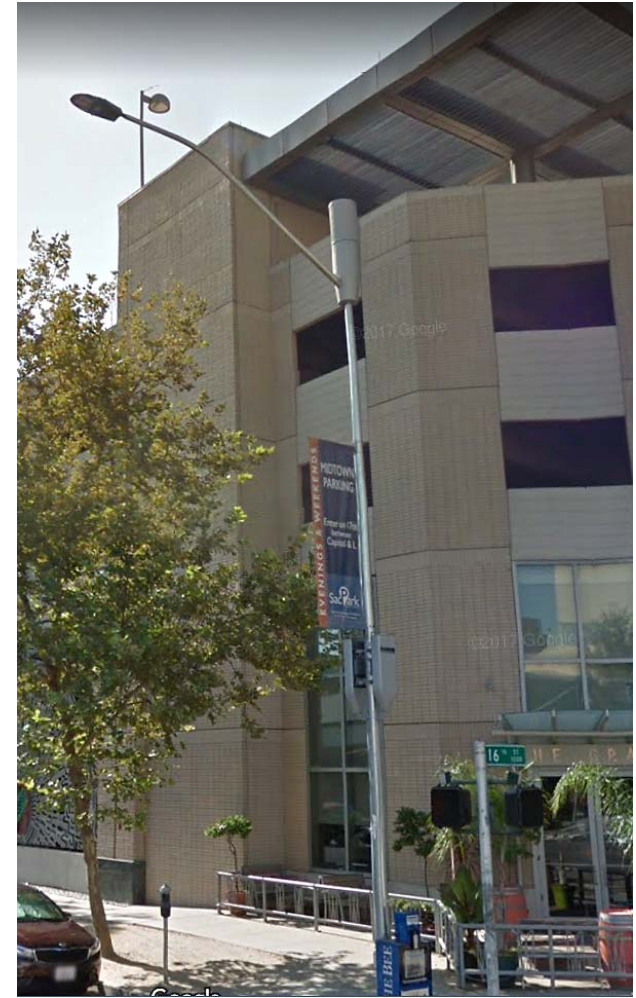
June 18, 2018

What are Small Cells?



- Small cells boost signal in high demand areas where macrocells (traditional cell towers) lack service.
- Macrocells are overwhelmed with user traffic and are unable to handle the demand.
- Small cells are not an alternative to large towers, instead they augment existing service.

Examples



Small Cell Installations

- Installation on Public Poles: Facilitated through Master License Agreement (MLA)
 - Staff will request approval from City Council to implement a Master License Agreement Template.
- Installation on Private Poles: Facilitated through Administrative Use Permit (AUP)
 - Staff will request approval from City Council to amend Title 23 of the Municipal Code to add minimum requirements and design standards.

Public Poles -Master License Agreement

- Small cells shall not be installed in residential areas.
- Small cells shall not be installed on decorative streetlights. (e.g Folsom Boulevard)
- Only one small cell can be installed per pole.
- The duration of each MLA is 10 years.
- A \$50,000 security deposit for faithful performance of the terms of the MLA shall be provided.
- MLA review: \$4,000 cost recovery deposit.
- Individual pole license review: \$2,000 cost recovery deposit.
- License fee for use of City poles: \$1,000 for the first year with a 2% annual increase.
- City services are cost recoverable paid by the carrier.



Zoning Code Amendment

Private Poles - Zoning Amendment

- There is currently no process for carriers to place equipment on private poles that are in the right of way (JPA poles, Utility Poles, other privately owned poles).
- The Zoning Amendment would allow for small cell installations on private poles with the approval of an Administrative Use Permit (AUP) through the Planning Department.
- The Zoning Amendment would include the same minimum requirements and design standards that are required by the MLA for public poles into the Zoning Code
- This would ensure that all small cell attachments (both public and private) would be held to the same standard and design consistency.

CEQA Analysis

- The proposed Amendments to the City-Wide Zoning Code and Master License Agreement Template are activities covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect the environment. Because there would be no physical environmental effects, the activity is not subject to CEQA pursuant to CEQA Guidelines section 15061(b)(3).

Staff Recommendation

- That City Council approve Resolution 70-2018 approving the form of the Master License Agreement and authorizing the City Manager to enter into future agreements with Carriers.
- Determine the project Categorically Exempt under Section 15061 and introduce and waive the first reading of Ordinance 11-2018 amending Title 23 (Zoning Code) of the Rancho Cordova Municipal Code regarding Communication Uses and design standards.

Next Steps

- If approved staff will begin to coordinate with Carriers to facilitate approvals of installations at various locations within the City.

THANK YOU

MEMORANDUM

DATE: June 18, 2018

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, City Manager
Stefan Heisler, Management Analyst



SUBJECT: A RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY AND AUTHORIZING EXECUTION OF A PURCHASE AND SALE AGREEMENT AND A CERTIFICATE OF ACCEPTANCE AND RECORDATION OF A GRANT DEED FOR 10153-10179 FOLSOM BLVD IN THE AMOUNT OF \$2,680,000

RECOMMENDATION

Adopt Resolution 77-2018.

RESULT OF RECOMMENDED ACTION

Adoption of this Resolution will allow the City Manager to proceed with the execution of documents necessary to purchase and take possession of the property located at 10153-10179 Folsom Blvd (APN: 076-0020-019, 076-0020-020, 076-0020-021, 076-0020-022) ("Property") for the amount of \$2,680,000.

BACKGROUND

The Subject Property is identified in the Folsom Boulevard Specific Plan as an opportunity site with the greatest potential for new development and redevelopment for a compact, urban and walkable environment.

In early March, 2018, City Staff was notified that the Property was for sale. At a City Council closed session on March 8, 2018 the City Council directed Staff to proceed with making an offer on the Property and to conduct due diligence regarding the environmental conditions present.

Although no specified use is projected for the site at this time, the Property's location is ideal for mixed use development and may also be a good candidate for State and Federal grant programs around Transit Oriented Development due to its proximity to the Mills Station light rail stop, several local businesses, the Community College, and several high density apartment complexes.

ENVIRONMENTAL REVIEW

Due to known environmental contaminants and ongoing remediation efforts on the site, City Staff commissioned a Phase 1 Environmental Site Assessment to study the current status of these issues. The report, compiled by Roux Associates, identified several environmental issues associated with a former dry cleaner business. This business had released Tetrachloroethylene

(PCE) into the soil and groundwater. The Central Valley Regional Water Quality Control Board (RWQCB) has issued a letter indicating that the soil has been satisfactorily remediated through soil vapor extraction (SVE). Groundwater remediation is ongoing, but may be eligible for closure upon application to the RWQCB.

Roux Associates also identified several minor environmental risks including uncharacterized elevated lead and petroleum hydrocarbon concentrations in the soil, a small, uncovered stockpile, and a small homeless encampment. These risks could increase transportation and disposal costs in the eventual development of the site.

The California Environmental Quality Act (Section 21000, et. seq. of the California Public Resources Code, hereafter CEQA) requires analysis of agency approvals of discretionary "projects." A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The acquisition of property by a public agency is a project as defined by CEQA. Pursuant to CEQA Guidelines Section 15061(b)(3), an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The activity is not subject to CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

As noted above, while several different uses have been contemplated for the site in the past, no specified use is currently proposed or being considered for the site by the City. Further, while future development of the site is assumed, the type and intensity of development cannot be determined and it would be speculative to identify the type and level of development that would ultimately be constructed on site and the potential effects of that development. Pursuant to CEQA Guidelines Section 15004(b)(2)(A), public agencies are permitted to enter into land acquisition agreements when the agency has conditioned the agency's future use of the site on CEQA compliance. The proposed City Council resolution approving the acquisition of the site would condition the use of the site upon CEQA compliance. In addition, pursuant to CEQA Guidelines Section 15145, if an impact is too speculative for evaluation the agency is not required to, nor should it, engage in speculation and should terminate the discussion. It should be noted that, at such time as development is proposed for the site, a project-level analysis will be prepared to disclose potential environmental impacts of that development. However, because the current action would only result in the change of ownership of the property and no physical changes would occur on the site that could result in physical environmental effects, the activity is not subject to CEQA pursuant to CEQA Guidelines section 15061(b)(3).

FISCAL IMPACT

The purchase price for the land is \$2,680,000. It is anticipated that an additional \$50,000 will be needed for closing costs, including escrow and title fees and legal and environmental review. The City's General Fund will be used to pay for the land purchase and closing costs. A funding source for future development of this property has not been identified at this time.

If purchased, this property will require annual property maintenance and security costs not expected to exceed \$25,000 per year until it is developed. Additional environmental costs to complete the groundwater remediation and closure by the RWQCB are not expected to exceed \$200,000.

ATTACHMENTS

1. Resolution 77-2018 with Exhibit A: Draft Purchase and Sale Agreement
2. Broker Opinion of Value
3. CEQA Notice of Exemption

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 77-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO
CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE ACQUISITION
OF PROPERTY AND AUTHORIZING EXECUTION OF A PURCHASE AND
SALE AGREEMENT AND A CERTIFICATE OF ACCEPTANCE AND
RECORDATION OF A GRANT DEED**

WHEREAS, the property at 10153-10179 Folsom Boulevard ("Property"), located adjacent to the Mills Station light rail station and the Rancho Cordova branch of the Los Rios Community College, has been listed for sale and the City of Rancho Cordova ("City") desires to acquire the Property for a currently unspecified use; and

WHEREAS, the Property is identified in the Folsom Boulevard Specific Plan as an Opportunity Site with the greatest opportunity for new development and redevelopment for a compact, urban and walkable environment and is prioritized in the City's Housing Element policies of targeting underutilized and transit-oriented properties on Folsom Boulevard to increase mixed use and reuse in that corridor; and

WHEREAS, staff of the City and the Lily Company, the owner of the Property (the "Owner"), have negotiated the terms and conditions of the City's purchase of the Property from the Owner, and have prepared a Purchase and Sale Agreement (**Attachment 1, Exhibit A**) and Joint Escrow Instructions (the "Purchase and Sale Agreement") for the City's purchase of the Property from the Owner, which Purchase and Sale Agreement has been provided to the City Council for its review; and

WHEREAS, the City has received a Broker Opinion of Value (**Attachment 2**) from Ken Noack, Jr., Senior Managing Director of Newmark Knight Frank, which Broker Opinion of Value has concluded, predicated upon specified market comparable sales within the City and the region for similarly zoned and positioned properties of the size of the Property, and with respect to the environmental status of the Property, that the negotiated sales price for the Property as set forth in the Purchase and Sale Agreement is a fair market price; and

WHEREAS, pursuant to California Government Code Section 27281, a resolution or Certificate of Acceptance must be attached to any grant deed conveying an interest in real property to a government agency; and

WHEREAS, the acquisition and lack of identified proposed use of the Property are not inconsistent with the applicable general plan land use designation and zoning; and

WHEREAS, the City may enter into agreements for the acquisition of real property and acquire real property for a future use which is currently unknown, when the City conditions the future use of the real property upon compliance with the requirements of the California Environmental Quality Act ("CEQA"), as provided in CEQA Guidelines Section 15004(b)(2)(A); and

WHEREAS, as the future use and development of the Property is currently unknown, the acquisition of the Property is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) (General Rule Exemption), because it can be seen with certainty that there is no

possibility that the activity in question may have a significant effect on the environment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rancho Cordova hereby:

1. Determines that the City's acquisition of the Property pursuant to the Purchase and Sale Agreement is consistent with the City's General Plan.
2. Authorizes the City Manager and/or his designees to execute a Purchase and Sale Agreement for the acquisition of the Property at a purchase price not to exceed \$2,680,000, which Purchase and Sale Agreement shall be in the form presented to the City Council and with such modifications as may be approved by the City Attorney, and to execute such other documents and to take such other actions as necessary to consummate the transaction contemplated by this resolution, including without limitation, the payment of deposits as required pursuant to the Purchase and Sale Agreement and the execution of contracts required in connection with any environmental evaluation and/or physical inspection of the Property.
3. Consents to the execution of a Certificate of Acceptance and the recordation of a grant deed conveying the Property to the City upon close of escrow for the purchase of the Property.
4. Conditions the City's future use of the Property upon compliance with the requirements of CEQA, as provided in CEQA Guideline 15004(b)(2)(A).
5. Authorizes and directs the City Manager and/or his designees to prepare and file with the County Clerk-Recorder of the County of Sacramento a Notice of Exemption from CEQA for the acquisition of the Property pursuant to the Purchase and Sale Agreement.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 18th day of June, 2018, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

Exhibit A to Resolution 77-2018

DRAFT PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this “**Agreement**”) is entered into as of [June 18, 2018] (the “**Effective Date**”), by and between the City of Rancho Cordova, a California municipal corporation (“**City**”), and the Lily Company, a California limited partnership (“**Seller**”). Seller and City are individually referred to herein as a “**Party**,” and collectively referred to herein as the “**Parties**.”

RECITALS

A. Seller is the owner of certain real property located at 10153 – 10179 Folsom Boulevard, Rancho Cordova, California, designated as APN Nos. 076-0020-0019, 076-0020-0020, 076-0020-0021, and 076-0020-0022 (the “**Property**”). The Property is approximately 9.85 acres in size. The Property is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. City desires to acquire the Property from Seller for public purposes in its “as-is” condition, and Seller desires to sell the Property to City, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties, Seller and City hereby agree as follows:

1. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full.

2. **PURCHASE AND SALE.**

2.1 **Agreement to Buy and Sell.** Subject to the terms and conditions set forth herein, Seller hereby agrees to sell the Property to City, and City hereby agrees to purchase the Property from Seller. The Property shall include the following:

(a) All of Seller’s right, title and interest, if any, in and to any and all improvements located on the Property (the “Improvements”).

(b) All of Seller’s right, title and interest, if any, in and to all rights, privileges, tenements, hereditaments, rights-of-way, easements, licenses, appurtenances, mineral rights, development rights, permits, approvals, air rights, and water and riparian rights belonging or appertaining to the Property or the Improvements thereon.

Exhibit A to Resolution 77-2018

(c) All of Seller's interests, if any, in and to all personal property, tangible or intangible (including, without limitation, trade names, trademarks or intellectual property, warranties, guarantees, plans, specifications, architects', engineers', and all other consultants' contracts, reports and all governmental approvals obtained or applied for as of the date of this Agreement relating to the Property or the Improvements) located on or relating to the Real Property and/or the Improvements (together the **"Personal Property"**).

2.2 **Purchase Price.** The purchase price for the Property, including the Improvements and the Personal Property, to be paid by City to Seller (the **"Purchase Price"**) is Two Million Six Hundred Eighty Thousand U.S. Dollars (\$2,680,000.00). The Purchase Price will be paid in immediately available funds to Seller on the Closing Date (defined below) through the Escrow.

3. **ESCROW.**

3.1 **Escrow Account.** City has opened an escrow account (the **"Escrow"**) with Carolyn Hunt at Fidelity National Title Company, 1375 Exposition Blvd., Suite 240, Sacramento, California (the **"Escrow Holder"**). Escrow Holder shall perform all Escrow and title services in connection with this Agreement.

3.2 **Deposit of Agreement.** Within three (3) days after the Effective Date, the Parties will deposit into Escrow a fully executed copy of this Agreement, or executed counterparts thereto. The date such fully executed Agreement is received by Escrow Holder will be deemed the **"Opening of Escrow"** and Escrow Holder will give written notice to the Parties of such occurrence.

3.3 **City's Deposit.** Within five (5) business days after the Effective Date, the City shall deposit Fifty Thousand Dollars (\$50,000) in Escrow (the **"Deposit"**).

4. **DUE DILIGENCE REQUIREMENTS.**

4.1 **Condition of Title/Preliminary Title Report.** Prior to the Effective Date, City has received four Preliminary Title Reports for the Property (the **"Preliminary Reports"**). City shall have thirty (30) days after the Effective Date to approve the Preliminary Report in writing (the **"City Title Notice"**), provided that all existing deeds of trust, mechanic's liens and other financial liens and encumbrances shall be paid off and removed from title concurrently with or prior to the close of Escrow. If there are any changes to any of the Preliminary Reports prior to Closing, City shall have five (5) days after receipt of the revised Preliminary Report to approve such changes.

4.2 **Due Diligence Contingency Period.** City will have thirty (30) days from the Effective Date (the **"Due Diligence Contingency Period"**) to complete physical inspections of the Property and due diligence related to the purchase of the Property. Within five (5) days after the Effective Date, Seller shall provide to City copies of all plans, studies, records, reports, governmental notices and approvals, and other written materials related to the use, occupancy or condition of the Property that Seller has in its possession,

Exhibit A to Resolution 77-2018

including without limitation environmental, structural, mechanical, engineering and land surveys

4.3 Environmental Inspection of Property. During the Due Diligence Contingency Period, City, its agents, contractors and employees shall have the right to enter upon the Property for the purpose of making inspections or to perform environmental testing, at City's sole risk, cost and expense. All of such entries upon the Property shall be at reasonable times during normal business hours and after at least 24 hours prior notice to Seller or Seller's agent, and Seller or Seller's agent shall have the right to accompany City during any activities performed by City on the Property. At Seller's request, City shall provide Seller with a copy of the results of any environmental tests and inspections made by City, at no cost to Seller. If any inspection or test disturbs the Property, City will restore the Property to the substantially the same condition as existed before the inspection or test. City shall defend, indemnify and hold Seller, Seller's directors, officers, partners, tenants, agents, contractors and employees and the Property harmless from and against any and all losses, costs, damages, claims or liabilities, including but not limited to, mechanic's and materialmen's' liens, arising out of or in connection with City's inspection of the Property as allowed pursuant to this Section 4.3. The provisions of this Section 4.3 shall survive the Closing or any earlier termination of this Agreement.

4.4 Satisfaction of Due Diligence Contingency. City shall have the right, in its sole discretion, to terminate this Agreement for any reason, or no reason, until the expiration of the Due Diligence Contingency Period and receive a refund of the Deposit. City hereby agrees to provide written notice to Seller prior to the expiration of the Due Diligence Contingency Period of City's election to terminate the Agreement. Upon provision of such notice to Seller, this Agreement will terminate, and all amounts deposited by City into Escrow will be returned to City, and neither Party will have any further rights or obligations hereunder except those which expressly survive the termination of this Agreement.

5. CLOSING AND PAYMENT OF PURCHASE PRICE.

5.1 Closing. The closing ("**Closing**" or "**Close of Escrow**") will occur no later than thirty (30) days after the expiration of the Due Diligence Contingency Period ("**Closing Date**"). In the event that Closing has not occurred on or prior to the Closing Date, either Party not then in default may, upon five (5) days advance written notice to the other Party, terminate this Agreement and the Escrow. As long as neither Party so elects to terminate this Agreement and the Escrow, Escrow Holder shall close the Escrow as soon as possible. Notwithstanding anything in this Agreement to the contrary, if this Agreement is terminated due to any reason other than a material default by City, Escrow Holder shall return the Deposit to City. Upon any such termination of this Agreement, neither Party shall have any further rights or obligations hereunder; except for the rights and obligations expressly provided to survive termination of this Agreement. For purposes of this section, City's failure to (a) execute the documents necessary to Close Escrow, or (b) authorize the Closing, by the Closing Date (provided that all of City's Conditions to Closing have been satisfied and City has not previously terminated the Agreement) shall constitute a material

Exhibit A to Resolution 77-2018

default by City, and if this Agreement is terminated due to such material default by City, Escrow Holder shall disburse the Deposit to Seller.

5.2 City's Conditions to Closing. City's obligation to purchase the Property is subject to the satisfaction of all of the following conditions or City's written waiver (in City's sole discretion) of such conditions on or before the Closing Date:

(a) Expiration of the Due Diligence Contingency Period with no exercise by City of its rights under this Agreement to terminate this Agreement.

(b) Seller has deposited into the Escrow a fully executed "Grant Deed" (as defined in Section 5.5(a) below), "Non-Foreign Affidavit" (as defined in Section 5.5(a) below), "California Certificate" (as defined in Section 5.5(a) below), and all other documents to be submitted by Seller pursuant to this Agreement, all duly executed by Seller (as appropriate).

(c) Seller's representations and warranties herein are true and correct in all material respects as of the Closing Date.

(d) The Title Company is irrevocably committed to issue a CLTA Title Policy to City, effective as of the Closing Date, insuring title to City in the full amount of the Purchase Price subject only to the Permitted Exceptions.

(e) Seller has performed all obligations to be performed by Seller pursuant to this Agreement, and Seller is not in Default as of the Closing Date.

(f) Possession of the Property will be delivered to City immediately upon the close of escrow, free and clear of all uses, leases and occupancies, except as otherwise set forth herein.

5.3 Seller's Conditions to Closing. The Close of Escrow and Seller's obligation to sell and convey the Property to City are subject to the satisfaction of the following conditions or Seller's written waiver (in Seller's sole discretion) of such conditions on or before the Closing Date:

(a) City has deposited into the Escrow the full amount of the Purchase Price, and all other costs required by this Agreement to be paid by City.

(b) City has deposited into the Escrow a fully executed Acceptance of Grant Deed, and all other documents to be submitted by City pursuant to this Agreement, all duly executed by City (as appropriate).

(c) City's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date.

(d) City has performed all obligations to be performed by City pursuant to this Agreement on or before the Closing Date.

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5.4 **Conveyance of Title.** Seller shall deliver fee simple title to City at the Closing, subject only to the Permitted Exceptions. The Property shall be conveyed by Seller to City in an “as is” condition, with no warranty, express or implied, by Seller as to the physical condition of the Property including, but not limited to, the soil, its geology, or the presence of known or unknown faults or hazardous materials, hazardous substances, or hazardous waste (as those terms are respectively defined in state and federal laws) on, in, under and adjacent to the Property, the air, soil, and groundwater.

5.5 Deliveries at Closing.

(a) Deliveries by Seller. Seller shall deposit into the Escrow for delivery to City at Closing: (i) a grant deed, substantially in the form of Exhibit B attached hereto and incorporated herein (the “**Grant Deed**”); (ii) an affidavit or qualifying statement which satisfies the requirements of paragraph 1445 of the Internal Revenue Code of 1986, as amended, and any regulations thereunder (the “**Non-Foreign Affidavit**”); and (iii) a California Franchise Tax Board Form 590 to satisfy the requirements of California Revenue and Taxation Code Section 18805(b) and 26131 (the “**California Certificate**”).

(b) Deliveries by City. No less than one (1) business day prior to the close of Escrow, City shall deposit into Escrow (i) the acceptance of the Grant Deed, and (ii) immediately available funds in the amount, which together with the Deposit, is equal to: the Purchase Price as adjusted by any prorations between the Parties, the Escrow fees and recording fees, and the cost of the Title Policy.

(c) Closing. Upon Closing, Escrow Holder shall: (i) record the Grant Deed; (ii) disburse to Seller the Purchase Price, less Seller’s share of any property tax prorations and brokerage commissions; (iii) deliver to City the Non-Foreign Affidavit, the California Certificate, and a conformed copy of the original recorded Grant Deed; (iv) pay any commissions and other expenses payable through Escrow; and (v) distribute to itself the payment of Escrow fees and expenses required hereunder.

(d) Closing Costs. Whether or not Escrow closes, except as provided below, City shall pay all closing costs, including but not limited to Escrow fees (including the costs of preparing documents and instruments), recording fees (if any), title fees, governmental conveyance fees and transfer taxes (if any), and any other costs related to the closing of this transaction however denominated or labeled. Excluded from the foregoing costs are the attorney’s fees incurred by Seller to review and revise this Agreement and Escrow and title documents, and the brokerage commissions payable for this transaction pursuant to Section 9 of this Agreement, which costs shall be the sole responsibility of Seller. Notwithstanding the foregoing, Seller shall be responsible for payment of all Escrow fees and cancellation costs in the event that Escrow does not close, and this Agreement is terminated, as a result of the default of Seller.

(e) Prorations. At the close of Escrow, the Escrow Holder shall make the following proration: property taxes will be prorated as of the Close of Escrow based upon the most recent tax bill available, including any property taxes which may be

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assessed after the close of Escrow but which pertain to the period prior to the transfer of title to the Property to City, regardless of when or to whom notice thereof is delivered.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

6.1 **Seller's Representations, Warranties and Covenants.** In addition to the representations, warranties and covenants of Seller contained in other sections of this Agreement, Seller hereby represents, warrants and covenants to City that the statements below in this Section 6.1 are each true and correct as of the Closing Date provided however, if to Seller's actual knowledge any such statement becomes untrue prior to Closing, Seller will notify City in writing and City will have three (3) business days thereafter to determine if City wishes to proceed with Closing.

(a) Authority. Seller is a California limited partnership, lawfully formed, in existence and in good standing under the laws of the State of California. Seller has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by Seller, and upon delivery to and execution by City is a valid and binding agreement of Seller. The persons signing this Agreement on behalf of Seller have the power and authority to do so and to bind Seller to this Agreement. All the instruments, agreements and other documents executed by Seller that are to be delivered to City at Closing are and at the time of Closing will be duly authorized, executed and delivered by Seller, and will be the valid and binding agreements and obligations of Seller enforceable in accordance with their respective terms.

(b) Encumbrances. Seller has not alienated, encumbered, transferred, mortgaged, assigned, pledged, or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any agreement to do so, and there are no liens, encumbrances, mortgages, covenants, conditions, reservations, restrictions, easements or other matters affecting the Property, except as disclosed in the Preliminary Report. Seller will not, directly or indirectly, alienate, encumber, transfer, mortgage, assign, pledge, or otherwise convey its interest in the Property or any portion thereof prior to the Close of Escrow, as long as this Agreement is in force.

(c) Other Agreements. There are no agreements affecting the Property except those which have been disclosed by Seller. There are no agreements which will be binding on the City or the Property after the Close of Escrow which cannot be terminated on thirty (30) days prior written notice Prior to closing, City may in its discretion elect to direct Seller to terminate Seller's contract(s) with Risk-Based Decisions, Inc., which is carrying out environmental monitoring and soil and groundwater remediation on and around the Property in order to use environmental consultants of its own choosing to satisfy the environmental obligations which shall be assumed by the City upon the Close of Escrow. Should City elect to continue using Risk-Based Decisions, Inc. as its environmental contractor, City, in its discretion, will either assume the agreement between the Seller and Risk-Based Solutions, Inc., if permissible, or will enter into its own agreement with Risk-Based Decisions, Inc. If City elects to continue using Rick-Based Decisions, Inc., City shall not be liable for any contractual obligations or moneys owed to Risk-Based Solutions, Inc. arising under Risk-Based Solutions, Inc.'s contract with Seller prior to the Close of Escrow.

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(d) No Leases. There are no leases or rental agreements affecting the Property, and no persons have any rights to occupy any portion of the Property. Between the Effective Date and the earlier of the Closing or the termination of this Agreement, Seller shall not enter into any new leases of any portion of the Property.

(e) Environmental. Seller makes no representations or warranties concerning the environmental condition of the Property. City will satisfy itself concerning the environmental condition of the property, including but not limited to whether the Property or any portion thereof, including but not limited to the air, soil, or groundwater in, on, beneath, or adjacent to the Property is contaminated with petroleum hydrocarbons of any kind or form, hazardous materials, hazardous substances, or hazardous wastes (as those terms are respectively defined in state and federal laws).

(f) Title. Except as disclosed herein, and in the Preliminary Reports, Seller has no actual knowledge of any unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by anyone other than Seller.

(g) Litigation. There is no pending, or, to Seller's actual knowledge, threatened litigation, administrative proceeding or other legal or governmental action with respect to the Property.

(h) Disclosure. Seller makes no representations or warranties as to the accuracy of any and all information that Seller has delivered to City, either directly or through Seller's agents. City acknowledges that Seller's managing General Partner, Samuel B. Fong, died in January 2018 and therefore Seller's existing partners and representatives may have limited knowledge concerning the matters addressed in this Section 6.1. Seller has disclosed all material facts with respect to the Property of which Seller and Seller's existing partners and representatives have actual knowledge, and Seller further represents that it has performed a reasonably diligent search of any and all locations that may contain documents relevant and material to the condition of the Property and provided a copy of or access to such documents to City .

(i) Non-Foreign Person. Seller is not a foreign person as defined in Internal Revenue Code section 1445(f)(3).

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Seller contained in this Agreement are conditions precedent to City's obligation to proceed with the Closing hereunder. The foregoing representations and warranties shall survive the expiration, termination, or close of Escrow of this Agreement and shall not be deemed merged into the deed upon closing.

6.2 City's Representations and Warranties. In addition to the representations, warranties and covenants of City contained in other sections of this Agreement, City hereby represents, warrants and covenants to Seller that the statements below in this Section 6.2 are each true as of the Effective Date, and, if to City's actual knowledge any such statement becomes untrue prior to Closing, City shall so notify Seller

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in writing and Seller shall have three (3) business days thereafter to determine if Seller wishes to proceed with Closing.

(a) City is a California municipal corporation, lawfully formed, in existence and in good standing under the laws of the State of California. City has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by City, and upon delivery to and execution by Seller shall be a valid and binding agreement of City.

(b) City is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute, and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of City contained in this Agreement are conditions precedent to Seller's obligation to proceed with the Closing hereunder.

7. ENVIRONMENTAL OBLIGATIONS.

7.1 **Waiver and Release of Seller.** City is aware of certain environmental issues affecting the Property. City, for itself and any affiliated entity, waives and releases Seller and Seller's partners, employees, and insurers from and against any liability or claim related to the Property arising under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, and the Toxic Substance Control Act, all as amended, or any other cause of action based on any other state, local or federal environmental law, rule or regulation or case law; provided however, the foregoing release shall not operate to release any claim by City against any person or entity other than Seller, Seller's partners, employees and insurers. City's waiver and release of claims in this section 7.1 includes the waiver and release of all claims, whether known or unknown, relating to the environmental condition of the Property. City therefore waives the provisions of Civil Code Section 1542, which section states:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

The provisions of this Section 7.1 shall survive the Closing or any earlier termination of this Agreement.

7.2 **As Is Sale.** Except for Seller's representations and warranties in Section 6.1 hereof ("**Seller's Warranties**"), this sale is made and will be made without representation, covenant, or warranty of any kind by Seller. As a material part of the consideration for this Agreement, City agrees to accept the Property on an "as is" and "where is" basis, with all faults, and without any representation or warranty, all of which Seller hereby disclaims, except for Seller's Warranties. Except for Seller's Warranties, no

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warranty or representation is made by Seller as to fitness for any particular purpose, merchantability, design, quality, condition, operation or income, compliance with drawings or specifications, absence of defects, absence of hazardous or toxic substances, hazardous materials, hazardous wastes, absence of faults, flooding, or compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment. City acknowledges that it has entered into this Agreement with the intention of making and relying upon its own investigation of the physical, environmental, economic use, compliance, and legal condition of the Property and that City is not now relying, and will not later rely, upon any representations and warranties made by Seller or anyone acting or claiming to act, by, through or under or on Seller's behalf concerning the Property, except for Seller's Warranties, Seller's representations and warranties set forth in Section 6.1 hereof, and any other representations and warranties of Seller set forth in this Agreement. The provisions of this Section 7.2 shall survive indefinitely any closing or termination of this agreement.

7.3 Environmental Monitoring and Remediation. From and after the Close of Escrow, City shall assume full oversight and financial responsibility for completing the environmental soil and groundwater remediation at the Property, including but not limited to all soil vapor and groundwater extraction and treatment and any and all ongoing permitting, monitoring and requirements imposed by any local, state or federal governmental agency or entity. The provisions of this Section 7.3 shall survive indefinitely any closing or termination of this Agreement which occurs after the Close of Escrow. Seller agrees to cooperate with City and its consultants and attorneys should information from Seller be necessary to convince governmental entities with oversight of the Property's environmental condition that the remediation has effectively cleaned the Property and City is entitled to a "No Further Action" letter from the government entity with oversight responsibility.

7.4 Hold Harmless and Indemnity. City shall defend (with counsel reasonably acceptable to Seller), hold harmless and indemnify Seller, and Seller's partners, employees, and insurers, from and against any and all claims made by any third party(ies) (whether public or private), whether in the form of a demand or a lawsuit against Seller, Seller's partners, employees or insurers, which in any way relates to the environmental condition of the Property, including but not limited to claims or lawsuits for property damage, investigation costs, remediation expenses, natural resource damages, civil penalties, or injunctive relief of any kind resulting from pollution or environmental contamination to air, soil, groundwater, or drinking water, which is alleged to have emanated from the Property. City shall also defend (with counsel reasonably acceptable to Seller), hold harmless and indemnify Seller, and Seller's partners, employees, and insurers, from and against any and all claims of personal injury and death relating to the environmental condition of the Property, but only to the extent that events giving rise to claims of this nature arise after the Close of Escrow for City's acquisition of the Property. The provisions of this Section 7.4 shall survive indefinitely any closing or termination of this Agreement.

8. REMEDIES. In the event of a breach or default under this Agreement by Seller, if such breach or default occurs prior to Close of Escrow, City reserves the right to

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either (a) seek specific performance from Seller or (b) to do any of the following: (i) to waive the breach or default and proceed to close as provided herein; (ii) to extend the time for performance and the Closing Date until Seller is able to perform; or (iii) to terminate this Agreement upon written notice to Seller, whereupon Seller shall cause Escrow Holder to return to City any and all sums placed into the Escrow by City, and except for the rights and obligations expressly provided to survive termination of this Agreement, neither Party shall have any further obligations or liabilities hereunder. IN THE EVENT OF A BREACH OR DEFAULT HEREUNDER BY CITY AND THE CLOSING DOES NOT OCCUR DUE TO SUCH DEFAULT, SELLER'S SOLE REMEDY SHALL BE TO RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES. THE PARTIES AGREE THAT IN SUCH INSTANCE, THE DEPOSIT REPRESENTS A REASONABLE APPROXIMATION OF SELLER'S DAMAGES AND IS NOT INTENDED AS A FORFEITURE OR PENALTY BUT RATHER AN ENFORCEABLE LIQUIDATED DAMAGES PROVISION PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671, ET SEQ. IN NO EVENT SHALL EITHER PARTY BE ENTITLED TO LOST PROFITS OR CONSEQUENTIAL DAMAGES AS A RESULT OF THE OTHER PARTY'S BREACH OF THIS AGREEMENT.

City's Initials

Seller's Initials

9. **BROKERS.** Seller is represented in this transaction by Ali Nadimi and Kelly Rivett of Cornish & Carey Commercial, dba Newmark Cornish & Carey. Buyer is represented in this transaction by Ken Noack, Jr. of Cornish & Carey Commercial, dba Newmark Cornish & Carey. At the Closing, a brokerage commission of five percent (5%) of the Purchase Price shall be paid through Escrow from the Purchase Price to such brokers, split evenly between Ali Nadimi and Kelly Rivett (who shall collectively receive 50%) and Ken Noack, Jr. (who shall receive the other 50%).

10. **MISCELLANEOUS.**

10.1 **Attorneys' Fees.** If any Party employs counsel to enforce or interpret this Agreement, including the commencement of any legal proceeding whatsoever (including insolvency, bankruptcy, arbitration, mediation, declaratory relief or other litigation), the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs (including service of process costs, filing fees, court and court reporter costs, investigative fees, expert witness fees, and the costs of any bonds, whether taxable or not) and shall include the right to recover such fees and costs incurred in any appeal or efforts to collect or otherwise enforce any judgment in its favor in addition to any other remedy it may obtain or be awarded. Any judgment or final order issued in any legal proceeding shall include reimbursement for all such attorneys' fees and costs.

10.2 **Interpretation.** This Agreement has been negotiated at arm's length, each Party has been represented by independent legal counsel in this transaction, and this Agreement has been reviewed and revised by counsel to each of the Parties. Accordingly, each Party hereby waives any benefit under any rule of law (including Section

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1654 of the California Civil Code) or legal decision that would require interpretation of any ambiguities in this Agreement against the drafting Party.

10.3 **Survival.** All indemnities, covenants, representations and warranties contained in this Agreement shall survive Close of Escrow.

10.4 **Assignment.** Absent an express signed written agreement between the Parties to the contrary, neither Seller nor City may assign its rights or delegate its duties under this Agreement without the express written consent of the other, which consent may be withheld for any reason. No permitted assignment of any of the rights or obligations under this Agreement shall result in a novation or in any other way release the assignor from its obligations under this Agreement.

10.5 **Successors.** Except as provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

10.6 **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

10.7 **Integrated Agreement; Modifications.** This Agreement contains all the agreements of the Parties concerning the subject hereof and cannot be amended or modified except by a written instrument executed and delivered by the Parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. In addition there are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties upon which any Party is relying upon in entering this Agreement that are not fully expressed herein. Any modifications to this Agreement must be in writing and signed by Seller and City.

10.8 **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and the remainder of this Agreement shall remain in full force and effect unless the invalidated provision materially alters the consideration being exchanged between Seller and the City. However, if any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, but the stricken provision can be replaced with a legal, enforceable and valid provision in keeping with the intent of the Parties as expressed herein and which fairly restores the consideration lost as a result of the stricken provision or stricken part thereof, then this Agreement shall remain in full force and effect.

10.9 **Notices.** Any delivery of this Agreement, notice, modification of this Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that either Party desires or is required to give to the other Party or any other person shall be in writing. Any such communication may be served personally, or by nationally recognized overnight delivery service (i.e.,

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FedEx) which provides a receipt of delivery, or sent by prepaid, first class mail, return receipt requested to the Party's address as set forth below:

To City: City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: City Manager

With copy to: Meyers Nave
555 Capitol Mall, Suite 1200
Sacramento, California 95814
Attention: Adam Lindgren, City Attorney

To Seller: The Lily Company
501 "S" Street, Suite 1
Sacramento, CA 95811
Attn: Peggy Fong

With copy to: David E. Frank, Esq.
Frank Law Group, P.C.
1517 Lincoln Way
Auburn, CA 95603

To Escrow Holder: Fidelity National Title Company
1375 Exposition Blvd., Suite 240
Sacramento, California 95815
(916) 646-6018
Attn: Paul Avila, Escrow Officer
Craig Donner, Title Officer

Any such communication shall be deemed effective upon personal delivery or on the date of first refusal to accept delivery as reflected on the receipt of delivery or return receipt, as applicable. Any Party may change its address by notice to the other Party. Each Party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this section and that any person to be given notice actually receives such notice.

10.10 Time. Time is of the essence to the performance of each and every obligation under this Agreement.

10.11 Days of Week. If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or legal holiday, the time for performance will be extended to 5:00 p.m. on the next business day.

10.12 Reasonable Consent and Approval. Except as otherwise provided in this Agreement, whenever a Party is required or permitted to give its consent or approval

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under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. If a Party is required or permitted to give its consent or approval in its sole and absolute discretion or if such consent or approval may be unreasonably withheld, such consent or approval may be unreasonably withheld but shall not be unreasonably delayed.

10.13 Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

10.14 Waivers. Any waiver by any Party shall be in writing and shall not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default by any Party. Consent by any Party to any act or omission by another Party shall not be construed to be a consent to any other subsequent act or omission or to waive the requirement for consent to be obtained in any future or other instance.

10.15 Signatures/Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any one of such completely executed counterparts shall be sufficient proof of this Agreement. Seller's execution of this Agreement shall be null and void if the City Council does not approve this Agreement on or before [June 18, 2018].

10.16 Date and Delivery of Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between Parties is effective, executed, or delivered, as of the Effective Date.

10.17 Representation on Authority of Parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

10.18 Approvals. Whenever this Agreement calls for City approval, consent, extension or waiver, the written approval, consent, or waiver of the City Manager of the City or his or her designee(s) shall constitute the approval, consent, extension or waiver of the City, without further authorization required from the City Council of the City. The City hereby authorizes the City Manager and his or her designee(s) to deliver any such approvals, consents, or extensions or waivers as are required by this Agreement, or that do not otherwise reduce City's rights under this Agreement, and to waive requirements under this Agreement, on behalf of the City.

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IN WITNESS WHEREOF, this Agreement is executed by City and Seller as of the Effective Date.

City:

City of Rancho Cordova,
a California municipal corporation

By: _____
Name:
Its:

Attest:

City Clerk

Reviewed as to Form:

City Attorney

Seller:

The Lily Company,
a California limited partnership

By: _____
Name: Franklin D. Fong, General Partner

Exhibit A to Resolution 77-2018**EXHIBIT A****LEGAL DESCRIPTION**

That real property located in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

Parcel 1:

Beginning at the intersection of the Northerly right of way of Folsom Boulevard, a public road 80 feet in width, and the Easterly right of way line of La Loma Drive, a public road 60 feet in width; thence along said Easterly right of way line North 32° 00' 00" West 160.00 feet; thence leaving said Easterly line North 58° 00' 00" East 23.07 feet; thence South 32° 00' 00" East 9.50 feet; thence North 58° 00' 00" East 104.00 feet; thence South 32° 00' 00" East 14.71 feet; thence North 58° 00' 00" East 29.07 feet; thence South 32° 00' 00" East 5.74 feet; thence North 58° 00' 00" East 136.18 feet; thence North 32° 00' 00" West 20.45 feet; thence North 58° 00' 00" East 98.00 feet; thence North 32° 00' 00" West 15.34 feet; thence North 58° 00' 00" East 10.00 feet; thence North 32° 00' 00" West 51.51 feet; thence along a 20.27 foot radius curve to the right an arc length of 100.18 feet, said curve being subtended by a chord bearing North 33° 46' 55" East 25.19 feet; thence South 32° 38' 43" East 19.50 feet; thence South 38° 38' 51" East 20.86 feet; thence South 63° 14' 10" East 32.12 feet; thence North 58° 00' 00" East 13.03 feet; thence South 32° 00' 00" East 160.00 feet to said Northerly right of way line of Folsom Boulevard; Thence along said Northerly right of way South 58° 00' 00" West 455.61 feet to the Point of Beginning.

Shown as Parcel 1 on that certain Lot Line Adjustment Recorded July 11, 2007, Book 20070711, Page 524, of Official Records.

Parcel 2:

Commencing at the intersection of the Northerly right of way of Folsom Boulevard, a public road 80 feet in width, and the Easterly right of way line of La Loma Drive, a public road 60 feet in width; thence along said Easterly right of way line North 32° 00' 00" West 160.00 feet; thence leaving said Easterly line North 58° 00' 00" East 23.07 feet; thence South 32° 00' 00" East 9.50 feet; thence North 58° 00' 00" East 104.00 feet; thence South 32° 00' 00" East 14.71 feet; thence North 58° 00' 00" East 29.07 feet to the Point of Beginning of this description; thence North 32° 00' 00" West 25.90 feet; thence North 16° 51' 00" East 120.26 feet; thence North 58° 00' 00" East 138.69 feet; thence along a 20.27 foot radius curve to the left and arc length of 30.67 feet, said curve being subtended by a chord bearing South 64° 27' 57" East 27.82 feet; thence South 32° 00' 00" East 51.51 feet; thence South 58° 00' 00" West 10.00 feet; thence South 32° 00' 00" East 15.34 feet; thence South 58° 00' 00" West 98.00 feet; thence South 32° 00' 00" East 20.45 feet; thence South 58° 00' 00" West 136.18 feet; thence North 32° 00' 00" West 5.74 feet to the Point of Beginning.

Shown as Parcel 2 on that certain Lot Line Adjustment Recorded July 11, 2007, Book 20070711, Page 524, of Official Records.

Parcel 3:

Commencing at the intersection of the Northerly right of way of Folsom Boulevard, a public road 80 feet in width, and the Easterly right of way line of La Loma Drive, a public road 60 feet in width; thence along said Easterly right of way line North 32° 00' 00" West 160.00 feet to the Point of Beginning of this description; thence continuing along said Easterly right of way North 32° 00' 00" West 108.48 feet; thence along a 526.19 foot radius curve to the left an arc length of 175.83 feet, said curve being subtended by a chord bearing North 41° 34' 53" West 175.01 feet; thence leaving said Easterly right of way North 28° 39' 50" East 142.50 feet; thence along a 500.00 foot radius curve to the right an arc distance of 256.01 feet,

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said curve being subtended by a chord bearing North 43° 19' 55" East 253.22 feet; thence North 58° 00' 00" East 399.76 feet; thence South 23° 50' 31" East 21.37 feet; thence South 18° 14' 26" East 55.43 feet; thence North 58° 00' 00" East 130.98 feet to the Westerly right of way of El Caprice Drive, a public road 52 feet in width; thence along a 258.42 feet radius curve to the right an arc length of 7.30 feet, said curve being subtended by a chord bearing South 03° 44' 42" East 7.30 feet; thence along a 148.50 feet radius reversing curve to the left an arc length of 196.59 feet, said curve being subtended by a chord bearing South 40° 51' 40" East 182.54 feet; thence leaving said Westerly right of way line South 22° 25' 40" East 183.80 feet; thence South 58° 00' 00" West 233.75 feet; thence North 59° 22' 48" West 31.58 feet; thence South 58° 00' 00" West 157.85 feet; thence North 63° 14' 10" West 32.12 feet; thence North 38° 38' 51" West 20.86 feet; thence North 32° 38' 43" West 19.50 feet; thence along a 20.27 feet radius curve to the left an arc length of 69.52 feet, said curve being subtended by a chord bearing South 77° 07' 18" West 40.12 feet; thence South 58° 00' 00" West 138.69 feet; thence South 16° 51' 00" West 120.26 feet; thence South 32° 00' 00" East 25.90 feet; thence South 58° 00' 00" West 29.07 feet; thence North 32° 00' 00" West 14.71 feet; thence South 58° 00' 00" West 104.00 feet; thence North 32° 00' 00" West 9.50 feet; thence South 58° 00' 00" West 23.07 feet to the Point of beginning.

Shown as Parcel 3 on that certain Lot Line Adjustment Recorded July 11, 2007, Book 20070711, Page 524, of Official Records

Parcel 4:

Commencing at the intersection of the Northerly right of way of Folsom Boulevard, a public road 80 feet in width, and the Easterly right of way line of La Loma Drive, a public road 60 feet in width; thence along said Northerly right of way line North 58° 00' 00" East 455.61 feet to the Point of Beginning of this description; thence leaving said Northerly line North 32° 00' 00" West 160.00 feet; thence North 58° 00' 00" East 144.82 feet; thence South 59° 22' 48" East 31.58 feet; thence North 58° 00' 00" East 18.95 feet; thence South 18° 29' 30" East 135.71 feet to said Northerly right of way line of Folsom Boulevard; thence along said Northerly line South 58° 00' 00" West 146.60 feet to the Point of Beginning.

Shown as Parcel 4 on that certain Lot Line Adjustment Recorded July 11, 2007, Book 20070711, Page 524, of Official Records.

APN 076-0020-0019, 076-0020-0020, 076-0020-0021, and 076-0020-0022

Exhibit A to Resolution 77-2018

EXHIBIT B

GRANT DEED

Recording Requested by
and When Recorded, Return to:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: City Clerk

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

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

Exempt from Documentary Transfer Tax
Per Rev. & Tax. Code § 11922
Governmental Agency acquiring title

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, as of _____, 2018, The Lily Company, a California limited partnership (the "**Grantor**"), hereby grants to the City of Rancho Cordova, a California municipal corporation (the "**Grantee**"), all that real property located in the City of Rancho Cordova, County of Sacramento, State of California and more particularly described in Attachment No. 1 hereto and incorporated in this grant deed ("**Grant Deed**") by this reference.

The Lily Company,
a California limited partnership

By: _____
Name:
Its:

Exhibit A to Resolution 77-2018

Attachment No. 1 to Grant Deed

LEGAL DESCRIPTION

That real property located in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

Parcel 1:

Beginning at the intersection of the Northerly right of way of Folsom Boulevard, a public road 80 feet in width, and the Easterly right of way line of La Loma Drive, a public road 60 feet in width; thence along said Easterly right of way line North 32° 00' 00" West 160.00 feet; thence leaving said Easterly line North 58° 00' 00" East 23.07 feet; thence South 32° 00' 00" East 9.50 feet; thence North 58° 00' 00" East 104.00 feet; thence South 32° 00' 00" East 14.71 feet; thence North 58° 00' 00" East 29.07 feet; thence South 32° 00' 00" East 5.74 feet; thence North 58° 00' 00" East 136.18 feet; thence North 32° 00' 00" West 20.45 feet; thence North 58° 00' 00" East 98.00 feet; thence North 32° 00' 00" West 15.34 feet; thence North 58° 00' 00" East 10.00 feet; thence North 32° 00' 00" West 51.51 feet; thence along a 20.27 foot radius curve to the right an arc length of 100.18 feet, said curve being subtended by a chord bearing North 33° 46' 55" East 25.19 feet; thence South 32° 38' 43" East 19.50 feet; thence South 38° 38' 51" East 20.86 feet; thence South 63° 14' 10" East 32.12 feet; thence North 58° 00' 00" East 13.03 feet; thence South 32° 00' 00" East 160.00 feet to said Northerly right of way line of Folsom Boulevard; Thence along said Northerly right of way South 58° 00' 00" West 455.61 feet to the Point of Beginning.

Shown as Parcel 1 on that certain Lot Line Adjustment Recorded July 11, 2007, Book 20070711, Page 524, of Official Records.

Parcel 2:

Commencing at the intersection of the Northerly right of way of Folsom Boulevard, a public road 80 feet in width, and the Easterly right of way line of La Loma Drive, a public road 60 feet in width; thence along said Easterly right of way line North 32° 00' 00" West 160.00 feet; thence leaving said Easterly line North 58° 00' 00" East 23.07 feet; thence South 32° 00' 00" East 9.50 feet; thence North 58° 00' 00" East 104.00 feet; thence South 32° 00' 00" East 14.71 feet; thence North 58° 00' 00" East 29.07 feet to the Point of Beginning of this description; thence North 32° 00' 00" West 25.90 feet; thence North 16° 51' 00" East 120.26 feet; thence North 58° 00' 00" East 138.69 feet; thence along a 20.27 foot radius curve to the left and arc length of 30.67 feet, said curve being subtended by a chord bearing South 64° 27' 57" East 27.82 feet; thence South 32° 00' 00" East 51.51 feet; thence South 58° 00' 00" West 10.00 feet; thence South 32° 00' 00" East 15.34 feet; thence South 58° 00' 00" West 98.00 feet; thence South 32° 00' 00" East 20.45 feet; thence South 58° 00' 00" West 136.18 feet; thence North 32° 00' 00" West 5.74 feet to the Point of Beginning.

Shown as Parcel 2 on that certain Lot Line Adjustment Recorded July 11, 2007, Book 20070711, Page 524, of Official Records.

Parcel 3:

Commencing at the intersection of the Northerly right of way of Folsom Boulevard, a public road 80 feet in width, and the Easterly right of way line of La Loma Drive, a public road 60 feet in width; thence along said Easterly right of way line North 32° 00' 00" West 160.00 feet to the Point of Beginning of this description; thence continuing along said Easterly right of way North 32° 00' 00" West 108.48 feet; thence along a 526.19 foot radius curve to the left an arc length of 175.83 feet, said curve being subtended by a chord bearing North 41° 34' 53" West 175.01 feet; thence leaving said Easterly right of way North 28° 39' 50" East 142.50 feet; thence along a 500.00 foot radius curve to the right an arc distance of 256.01 feet,

Exhibit A to Resolution 77-2018

said curve being subtended by a chord bearing North 43° 19' 55" East 253.22 feet; thence North 58° 00' 00" East 399.76 feet; thence South 23° 50' 31" East 21.37 feet; thence South 18° 14' 26" East 55.43 feet; thence North 58° 00' 00" East 130.98 feet to the Westerly right of way of El Caprice Drive, a public road 52 feet in width; thence along a 258.42 feet radius curve to the right an arc length of 7.30 feet, said curve being subtended by a chord bearing South 03° 44' 42" East 7.30 feet; thence along a 148.50 feet radius reversing curve to the left an arc length of 196.59 feet, said curve being subtended by a chord bearing South 40° 51' 40" East 182.54 feet; thence leaving said Westerly right of way line South 22° 25' 40" East 183.80 feet; thence South 58° 00' 00" West 233.75 feet; thence North 59° 22' 48" West 31.58 feet; thence South 58° 00' 00" West 157.85 feet; thence North 63° 14' 10" West 32.12 feet; thence North 38° 38' 51" West 20.86 feet; thence North 32° 38' 43" West 19.50 feet; thence along a 20.27 feet radius curve to the left an arc length of 69.52 feet, said curve being subtended by a chord bearing South 77° 07' 18" West 40.12 feet; thence South 58° 00' 00" West 138.69 feet; thence South 16° 51' 00" West 120.26 feet; thence South 32° 00' 00" East 25.90 feet; thence South 58° 00' 00" West 29.07 feet; thence North 32° 00' 00" West 14.71 feet; thence South 58° 00' 00" West 104.00 feet; thence North 32° 00' 00" West 9.50 feet; thence South 58° 00' 00" West 23.07 feet to the Point of beginning.

Shown as Parcel 3 on that certain Lot Line Adjustment Recorded July 11, 2007, Book 20070711, Page 524, of Official Records

Parcel 4:

Commencing at the intersection of the Northerly right of way of Folsom Boulevard, a public road 80 feet in width, and the Easterly right of way line of La Loma Drive, a public road 60 feet in width; thence along said Northerly right of way line North 58° 00' 00" East 455.61 feet to the Point of Beginning of this description; thence leaving said Northerly line North 32° 00' 00" West 160.00 feet; thence North 58° 00' 00" East 144.82 feet; thence South 59° 22' 48" East 31.58 feet; thence North 58° 00' 00" East 18.95 feet; thence South 18° 29' 30" East 135.71 feet to said Northerly right of way line of Folsom Boulevard; thence along said Northerly line South 58° 00' 00" West 146.60 feet to the Point of Beginning.

Shown as Parcel 4 on that certain Lot Line Adjustment Recorded July 11, 2007, Book 20070711, Page 524, of Official Records.

APN 076-0020-0019, 076-0020-0020, 076-0020-0021, and 076-0020-0022

Exhibit A to Resolution 77-2018**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2018 from The Lily Company, a California limited partnership ("**Grantor**"), to the City of Rancho Cordova ("**City**"), is hereby accepted on behalf of the City by the undersigned officer or agent pursuant to authority conferred by resolution of the City Council adopted on _____, and that the City consents to recordation of the Grant Deed in the official records of Sacramento County by its duly authorized officer.

Dated: _____, 2018

CITY OF RANCHO CORDOVA

By: _____

Exhibit A to Resolution 77-2018

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

State of California)
) ss.
County of _____)

On _____, 20____ before me, _____, a Notary Public, in and for said State and County, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

NOTARY PUBLIC

2944033.4

Exhibit A to Resolution 77-2018

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

State of California)
) ss.
 County of _____)

On _____, 20____ before me, _____, a Notary Public, in and for said State and County, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

 NOTARY PUBLIC

Ken Noack, Jr.
Senior Managing Director, Land Services
CA RE License #00777705

June 6, 2018

Mr. Cyrus Abhar
City Manager
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

**Re: Broker Opinion of Value ("BOV") - ±9.85 Acres
10153-10179 Folsom Boulevard, Rancho Cordova**

Dear Cyrus:

The subject property consists of approximately 9.85 acres of vacant unimproved land in four contiguous parcels collectively of an irregular but generally rectangular configuration. The property is zoned RMU (Residential Mixed Use) which allows for a spectrum of both residential and commercial land uses.

The property is strategically juxta positioned with significant frontage on Folsom Boulevard, a major city transportation arterial, on a hard corner, in proximity to a major signalized intersection (Mather Field Road @ Folsom Boulevard) with easy access to Highway 50 and contiguous to the recently developed Folsom Lake College campus.

There are few properties within the City of Rancho Cordova with the zoning designation of RMU, so this BOV will include properties with land use designations that are allowed in the RMU zone for comparative purposes.

The negotiated sales price for the property is \$2,680,000 which equates to approximately \$6.25 per square foot for ±9.85 acres.

Market comparable sales or offerings within proximity to the property and within the City of Rancho Cordova are as follows:

- 1) 3± acres within Prospect Business Park at Zinfandel and White Rock Road sold for \$9/square foot The property is under construction for a hotel (comparable but smaller site so higher per square foot land value);
- 2) 1.5 acres within Prospect Business Park at Zinfandel and White Rock Road sold for \$12/square foot The property will be developed as a hotel (superior but smaller site so higher per square foot land value);
- 3) Multiple 3 – 10 acre sites within Prospect Business Park asking between \$6 and \$8/square foot (comparable but inferior sites due to internal locations and more restricted land use spectrum);
- 4) 11 acres on Sunrise Boulevard at Trade Center (old Sam's Club) sold for \$14.85/square foot (superior);
- 5) 5± acres located on Folsom Boulevard at the Highway 50 over pass just west of Sunrise Boulevard. On the market at \$12 to \$15/square foot; however, owner may self-develop as new Holiday Inn plus additional restaurant/retail (superior).

- 6) 5.34 acres located at 10850 Disk Drive (next to Lowes) sold for \$8.70/square foot and will be developed as apartments (comparable to superior).

Market comparable sales within the region outside of the City of Rancho Cordova are as follows:

- 1) 8.05 acres located at 4439 Dry Creek Road sold for \$9.55/square foot and will be developed as single family residential (inferior due to location);
- 2) 5.17 acres located on Butano Drive across from Country Club Center near Watt and El Camino in Sacramento traded for \$13.32/square foot (comparable to superior);
- 3) 9065 S Calvine Road in south Sacramento sold for \$9.91/square foot The property will be developed as single family residential (inferior);
- 4) 7.10 acres located at Pacific Street & Midas Avenue (Downtown Gateway) in Rocklin sold for \$6.47/square foot. The property will be developed as apartments in the C-2 zone (comparable);
- 5) 9.68 acres located on Bruceville Road in Elk Grove sold for \$6.77/square foot. The property will be developed for apartments (comparable).

Predicated upon the market comparable sales, what is being offered in today's marketplace for similarly zoned and positioned properties of this size, and with respect to the environmental status of the property, it is my professional opinion that the negotiated sales price between Buyer and Seller is a fair market price.

I am prepared to expound upon any aspect of this BOV at your request on behalf of the City of Rancho Cordova.

Sincerely,



Ken Noack, Jr.
Senior Managing Director
CA RE License #00777705

knoack@ngkf.com
T 916.747.6442

ATTACHMENT 3**NOTICE OF EXEMPTION**

To: ☐ Office of Planning and Research
1400 Tenth Street
Sacramento, CA 95814

From: City of Rancho Cordova
Public Works Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670

☒ County Clerk-Recorder
Sacramento County
600 8th Street
Sacramento, CA 95814

Project Title: **ACQUISITION OF PROPERTY LOCATED AT 10153-10179 FOLSOM BLVD**

Project Location: 10153-10179 Folsom Blvd

Assessor's Parcel Number(s): 076-0020-019, 076-0020-020, 076-0020-021, 076-0020-022

Project Description: The City of Rancho Cordova proposes to purchase a vacant, approximately 9.85-acre property located at 10153 -10179 Folsom Boulevard. No construction is proposed for the site and a specific use has not been identified for the site at this time.

Lead Agency: City of Rancho Cordova

Applicant: City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Exemption Status: ☐ Ministerial [Section 21080(b); 15268];
☐ Declared Emergency [Section 21080(b)(3); 15269(a)];
☐ Emergency Project [Section 21080(b)(4); 15269(b)(c)];
☒ **General Rule [Section 15061(b)(3)];**
☐ Categorical Exemption [Section 15301(a), Existing Facilities];
☐ Approval of Rates, Tolls, Fares, and Charges [Section 21080(b)(8)(D)];
☐ Statutory Exemption [Section 15273(a)(4)].

REASONS WHY THIS PROJECT IS EXEMPT OR DOES NOT REQUIRE FURTHER ENVIRONMENTAL DOCUMENTATION:

The project is exempt under State CEQA Guidelines [Section 15061(b)(3)], which states:

(b) A project is exempt from CEQA if:

(3) The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

The California Environmental Quality Act (Section 21000, et. seq. of the California Public Resources Code, hereafter CEQA) requires analysis of agency approvals of discretionary "projects." A "project," under CEQA, is

ATTACHMENT 3

defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” The acquisition of property by a public agency is a project as defined by CEQA. Pursuant to CEQA Guidelines Section 15061(b)(3), an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The activity is not subject to CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Several different uses have been considered for the site in the past, including civic uses, affordable housing, parking, and a community college center facility; however, no specified use is currently proposed or being considered for the site by the City. While future development of the site is assumed, the type and intensity of development cannot be determined and it would be speculative to identify the type and level of development that would ultimately be constructed on site and the potential effects of that development. Pursuant to CEQA Guidelines Section 15004(b)(2)(A), public agencies are permitted to enter into land acquisition agreements when the agency has conditioned the agency’s future use of the site on CEQA compliance. The City Council resolution approving the acquisition of the site has conditioned the use of the site upon CEQA compliance. In addition, pursuant to CEQA Guidelines Section 15145, if an impact is too speculative for evaluation the agency is not required to, nor should it, engage in speculation and should terminate the discussion. It should be noted that, at such time as development is proposed for the site, a project-level analysis can and will be prepared to disclose potential environmental impacts of that development. However, because the current action would only result in the change of ownership of the property and no physical changes would occur on the site that could result in physical environmental effects, the activity is not subject to CEQA pursuant to CEQA Guidelines section 15061(b)(3).

By _____
 Patrick Hindmarsh, Environmental Coordinator
 City of Rancho Cordova
 (916) 231-3375
 June XX, 2018

MEMORANDUM

DATE: June 18, 2018

TO: Honorable Mayor and Council Members

FROM: Kim Juran-Karageorgiou, Administrative Services Director

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 10545 FOLSOM BLVD.**



RECOMMENDATION

Adopt Resolution 80-2018 approving a purchase and sale agreement for the acquisition of real property located at 10545 Folsom Blvd. and authorizing execution of a Certificate of Acceptance and Recordation of a Grant Deed.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution 80-2018 will enable the City Manager to execute a purchase and sale agreement for the property located at 10545 Folsom Blvd. (APN No. 057-0223-0019) and allow the City to purchase the property from the Successor Agency to the Former Community Redevelopment Agency of the City of Rancho Cordova (Successor Agency).

BACKGROUND

The parcel located at 10545 Folsom Blvd. is a .84 acre vacant property that is zoned RMU Residential Mixed Use. The Subject Property is currently owned by the Successor Agency. The property was originally acquired in January 2008 by the Community Redevelopment Agency to the City of Rancho Cordova to help facilitate the construction of a new Sacramento Metropolitan Fire District (District) station on Folsom Blvd. When Redevelopment in California was dissolved, the Successor Agency adopted a Long Range Property Management Plan (LRPMP) for the subject property that allowed the Successor Agency to negotiate with the District for the sale of the property to the district within one year of approval of the LRPMP. As an agreement between the Successor Agency and the District was not reached, the property was placed on the open market to be sold to the general public at fair market value beginning in 2015. Since that time, the property has been on the market but has not been successful in obtaining a buyer.

A recent appraisal completed by Integra Realty Resources concluded that the fair market value of the parcel is \$165,000. If the City Council chooses to move forward with the acquisition of the subject property, it will be subject to approval by the Oversight Board to the Former Community Redevelopment Agency of the City of Rancho Cordova. Once approved by the Oversight Board, it must then be approved by the State of California Department of Finance.

Beginning July 1, 2018, all Successor Agency Oversight Boards will be merged into a single Oversight Board managed by Sacramento County. After this date, any offers to purchase the property will be subject to approval by the Sacramento County Oversight Board.

The California Environmental Quality Act (Section 21000, et. seq. of the California Public Resources Code, hereafter CEQA) requires analysis of agency approvals of discretionary “projects.” A “project,” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” The acquisition of property by a public agency is a project as defined by CEQA. Pursuant to CEQA Guidelines Section 15061(b)(3), an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The activity is not subject to CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

As noted above, while several different uses have been contemplated for the site in the past, no specified use is currently proposed or being considered for the site by the City. Further, while future development of the site is assumed, the type and intensity of development cannot be determined and it would be speculative to identify the type and level of development that would ultimately be constructed on site and the potential effects of that development. Pursuant to CEQA Guidelines Section 15004(b)(2)(A), public agencies are permitted to enter into land acquisition agreements when the agency has conditioned the agency’s future use of the site on CEQA compliance. The proposed City Council Resolution approving the acquisition of the site would condition the use of the site upon CEQA compliance. In addition, pursuant to CEQA Guidelines Section 15145, if an impact is too speculative for evaluation the agency is not required to, nor should it, engage in speculation and should terminate the discussion. It should be noted that, at such time as development is proposed for the site, a project-level analysis will be prepared to disclose potential environmental impacts of that development. However, because the current action would only result in the change of ownership of the property and no physical changes would occur on the site that could result in physical environmental effects, the activity is not subject to CEQA pursuant to CEQA Guidelines section 15061(b)(3).

FISCAL IMPACT

Per the LRPMP, the purchase price for the land is determined to be the market value, which is currently \$165,000. The City’s General Fund will be used to pay for the land purchase and closing costs. At this time, it is anticipated that the City would continue to actively market the parcel for resale.

If purchased, this property will require annual property maintenance and security costs not expected to exceed \$10,000 per year.

ATTACHMENTS

1. Resolution 80-2018
2. Exhibit A to Resolution 80-2018, Purchase and Sale Agreement
3. CEQA Notice of Exemption

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 80-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO
CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE ACQUISITION
OF PROPERTY AND AUTHORIZING EXECUTION OF A PURCHASE AND
SALE AGREEMENT AND A CERTIFICATE OF ACCEPTANCE AND
RECORDATION OF A GRANT DEED**

WHEREAS, the property at 10545 Folsom Boulevard, Rancho Cordova, California, designated as APN No. 057-0223-0019 ("Property"), is owned by the Successor Agency to the Former Redevelopment Agency of the City of Rancho Cordova (the "Successor Agency"); and

WHEREAS, the Successor Agency has adopted a Long Range Property Management Plan ("LRPMP"), dated as of October 23, 2013, for the real property formerly owned by the Redevelopment Agency of the City of Rancho Cordova and subsequently conveyed to the Successor Agency; and

WHEREAS, the LRPMP provides that upon the approval of the LRPMP by the California Department of Finance, the Successor Agency would negotiate with the Sacramento Metropolitan Fire District ("District") for the sale of the Property to the District, and the LRPMP further provides that if the Property is not sold to the District within one year of the approval of the LRPMP by the California Department of Finance, the Property would be placed on the open market to be sold to the general public at its fair market value; and

WHEREAS, Successor Agency has negotiated with the District for the sale of the Property to the District, but the parties were unable to reach an agreement therefor, and Successor Agency subsequently placed the Property on the market to the public beginning in 2015, and engaged a real estate broker to market the Property, but was not successful in obtaining a buyer for the Property; and

WHEREAS, the City of Rancho Cordova ("City") desires to acquire the Property for a currently unspecified use; and

WHEREAS, Successor Agency has obtained an appraisal of the fair market value of the Property, which appraisal has determined that the value of the Property is One Hundred Sixty-Five Thousand Dollars (\$165,000); and

WHEREAS, pursuant to California Government Code Section 27281, a resolution or Certificate of Acceptance must be attached to any grant deed conveying an interest in real property to a government agency; and

WHEREAS, the acquisition and lack of identified proposed use of the Property are not inconsistent with the applicable general plan land use designation and zoning; and

WHEREAS, the City may enter into agreements for the acquisition of real property and acquire real property for a future use which is currently unknown, when the City conditions the future use of the real property upon compliance with the requirements of the California Environmental Quality Act ("CEQA"), as provided in CEQA Guidelines Section 15004(b)(2)(A); and

ATTACHMENT 1

WHEREAS, as the future use and development of the Property is currently unknown, the acquisition of the Property is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) (General Rule Exemption), because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rancho Cordova hereby:

1. Determines that the City's acquisition of the Property is consistent with the City's General Plan.
2. Authorizes the City Manager and/or his designees to execute a Purchase and Sale Agreement for the acquisition of the Property at a purchase price not to exceed \$165,000, which Purchase and Sale Agreement shall be in the form presented to the City Council and with such modifications as may be approved by the City Attorney, and to execute such other documents and to take such other actions as necessary to consummate the transaction contemplated by this resolution.
3. Consents to the execution of a Certificate of Acceptance and the recordation of a grant deed conveying the Property to the City upon close of escrow for the purchase of the Property.
4. Conditions the City's future use of the Property upon compliance with the requirements of CEQA, as provided in CEQA Guidelines Section 15004(b)(2)(A).
5. Authorizes and directs the City Manager and/or his designees to prepare and file with the County Clerk-Recorder of the County of Sacramento a Notice of Exemption from CEQA for the acquisition of the Property pursuant to the Purchase and Sale Agreement.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 18th day of June, 2018, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

ATTACHMENT 2 Exhibit A to Resolution 80-2018

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this “**Agreement**”) is entered into as of _____, 2018 (the “**Effective Date**”), by and between the City of Rancho Cordova, a California municipal corporation (“**City**”), and the Successor Agency to the Former Redevelopment Agency of the City of Rancho Cordova, a California public agency (“**Successor Agency**”). Successor Agency and City are individually referred to herein as a “**Party**,” and collectively referred to herein as the “**Parties**.”

RECITALS

A. Successor Agency is the owner of certain real property located at 10545 Folsom Boulevard, Rancho Cordova, California, designated as APN No. 057-0223-0019 (the “**Property**”). The Property is approximately 0.84 acres in size. The Property is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. Pursuant to Health and Safety Code Section 34191.5, Successor Agency has adopted a Long Range Property Management Plan (“LRPMP”), dated as of October 23, 2013, for the real property formerly owned by the Redevelopment Agency of the City of Rancho Cordova and subsequently conveyed to the Successor Agency. The LRPMP provides that upon the approval of the LRPMP by the California Department of Finance, the Successor Agency would negotiate with the Sacramento Metropolitan Fire District (“District”) for the sale of the Property to the District. The LRPMP further provides that if the Property is not sold to the District within one year of the approval of the LRPMP by the California Department of Finance, the Property would be placed on the open market to be sold to the general public. The LRPMP provides that the Property must be sold at its fair market value.

C. Successor Agency has negotiated with the District for the sale of the Property to the District, but the parties were unable to reach an agreement therefor. Successor Agency subsequently placed the Property on the market to the public beginning in 2015, and engaged a real estate broker to market the Property, but was not successful in obtaining a buyer for the Property.

D. Successor Agency has obtained an appraisal of the fair market value of the Property, which appraisal has determined that the value of the Property is One Hundred Sixty-Five Thousand Dollars (\$165,000).

E. City now desires to acquire the Property from Successor Agency for public purposes, and Successor Agency desires to sell the Property to City, for the purchase price and on the terms and conditions set forth in this Agreement.

ATTACHMENT 2

Exhibit A to Resolution 80-2018

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties, Successor Agency and City hereby agree as follows:

1. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full.

2. **PURCHASE AND SALE.**

2.1 **Agreement to Buy and Sell.** Subject to the terms and conditions set forth herein, Successor Agency hereby agrees to sell the Property to City, and City hereby agrees to acquire the Property from Successor Agency. The Property shall include the following:

(a) All of Successor Agency's right, title and interest in and to all rights, privileges, tenements, hereditaments, rights-of-way, easements, licenses, appurtenances, mineral rights, development rights, permits, approvals, air rights, and water and riparian rights belonging or appertaining to the Property or the improvements thereon.

(b) All of Successor Agency's interests, if any, in and to all personal property, tangible or intangible (including, without limitation, trade names, trademarks or intellectual property, warranties, guarantees, plans, specifications, architects', engineers', and all other consultants' reports and all governmental approvals obtained or applied for as of the date of this Agreement relating to the Property or the improvements thereon) located on or relating to the Real Property and/or the improvements thereon (together the "**Personal Property**").

2.2 **Purchase Price.** The purchase price for the Property, including the Improvements and the Personal Property, to be paid by City to Successor Agency (the "**Purchase Price**") is One Hundred Sixty-Five Thousand Dollars (\$165,000). The Purchase Price will be paid in immediately available funds to Successor Agency on the Closing Date (defined below) through the Escrow.

3. **ESCROW.**

3.1 **Escrow Account.** City shall open an escrow account (the "**Escrow**") at _____ (the "**Escrow Holder**"). Escrow Holder shall perform all Escrow and title services in connection with this Agreement.

3.2 **Deposit of Agreement.** Within three (3) days after the Effective Date, the Parties will deposit into Escrow a fully executed copy of this Agreement, or executed counterparts thereto. The date such fully executed Agreement is received by

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Exhibit A to Resolution 80-2018

Escrow Holder will be deemed the “**Opening of Escrow**” and Escrow Holder will give written notice to the Parties of such occurrence.

4. **DUE DILIGENCE REQUIREMENTS.**

4.1 **Condition of Title/Preliminary Title Report.** The Escrow Holder shall obtain and send to City and Successor Agency a Preliminary Title Report for the Property (the “**Preliminary Report**”). City shall have thirty (30) days after the receipt of the Preliminary Report to approve the Preliminary Report.

5. **CLOSING AND PAYMENT OF PURCHASE PRICE.**

5.1 **Closing.** The closing (“**Closing**” or “**Close of Escrow**”) will occur no later than _____ days after the Effective Date (“**Closing Date**”). In the event that Closing has not occurred on or prior to the Closing Date, either Party not then in default may, upon five (5) days advance written notice to the other Party, terminate this Agreement and the Escrow. If neither Party so elects to terminate this Agreement and the Escrow, Escrow Holder shall close the Escrow as soon as possible thereafter. Upon any termination of this Agreement, neither Party shall have any further rights or obligations hereunder; except for the rights and obligations expressly provided to survive termination of this Agreement.

5.2 **City’s Conditions to Closing.** City’s obligation to purchase the Property is subject to the satisfaction of all of the following conditions or City’s written waiver (in City’s sole discretion) of such conditions on or before the Closing Date:

(a) Successor Agency has deposited into the Escrow a fully executed “Grant Deed” (as defined in Section 5.5(a) below) and all other documents to be submitted by Successor Agency pursuant to this Agreement, all duly executed by Successor Agency.

(b) The Title Company is irrevocably committed to issue a CLTA or ALTA Title Policy to City, effective as of the Closing Date, insuring title to City in the full amount of the Purchase Price subject only to the Permitted Exceptions.

(c) Successor Agency has performed all obligations to be performed by Successor Agency pursuant to this Agreement, and Successor Agency is not in Default as of the Closing Date.

(d) Possession of the Property will be delivered to City immediately upon the close of escrow, free and clear of all uses, leases and occupancies.

5.3 **Successor Agency’s Conditions to Closing.** The Close of Escrow and Successor Agency’s obligation to sell and convey the Property to City are subject to the satisfaction of the following conditions or Successor Agency’s written waiver (in Successor Agency’s sole discretion) of such conditions on or before the Closing Date:

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Exhibit A to Resolution 80-2018

(a) City has deposited into the Escrow the full amount of the Purchase Price, and all other costs required by this Agreement to be paid by City.

(b) City has deposited into the Escrow a fully executed Acceptance of Grant Deed, and all other documents to be submitted by Successor Agency pursuant to this Agreement, all duly executed by City.

(c) City has performed all obligations to be performed by City pursuant to this Agreement before Closing Date.

5.4 **Conveyance of Title.** Successor Agency shall deliver fee simple title to City at the Closing, subject only to the Permitted Exceptions. The Property shall be conveyed by Successor Agency to City in an “as is” condition, with no warranty, express or implied, by Successor Agency as to the physical condition of the Property including, but not limited to, the soil, its geology, or the presence of known or unknown faults or Hazardous Materials or hazardous waste (as defined by state and federal law).

5.5 **Deliveries at Closing.**

(a) Deliveries by Successor Agency. Successor Agency shall deposit into the Escrow for delivery to City at Closing a grant deed, substantially in the form of Exhibit B attached hereto and incorporated herein (the “**Grant Deed**”).

(b) Deliveries by City. No less than one (1) business day prior to the close of Escrow, City shall deposit into Escrow (i) the acceptance of the Grant Deed, and (ii) immediately available funds in the amount equal to the Purchase Price.

(c) Closing. Upon Closing, Escrow Holder shall: (i) record the Grant Deed; (ii) disburse to Successor Agency the Purchase Price, less Successor Agency’s share of any Escrow fees, title fees and recording fees, and (iii) distribute to itself the payment of Escrow fees and title fees required hereunder.

(d) Closing Costs. Successor Agency shall pay all Escrow fees, recording fees (if any), title fees, governmental conveyance fees and transfer taxes (if any).

ATTACHMENT 2

Exhibit A to Resolution 80-2018

6. **REMEDIES.** In the event of a breach or default under this Agreement by Successor Agency, if such breach or default occurs prior to Close of Escrow, City reserves the right to either (a) seek specific performance from Successor Agency or (b) to do any of the following: (i) to waive the breach or default and proceed to close as provided herein; (ii) to extend the time for performance and the Closing Date until Successor Agency is able to perform; or (iii) to terminate this Agreement upon written notice to Successor Agency, whereupon Successor Agency shall cause Escrow Holder to return to City any and all sums placed into the Escrow by City, and except for the rights and obligations expressly provided to survive termination of this Agreement, neither Party shall have any further obligations or liabilities hereunder.

7. MISCELLANEOUS.

7.1 **Interpretation.** This Agreement has been negotiated at arm's length, each Party has been represented by independent legal counsel in this transaction, and this Agreement has been reviewed and revised by counsel to each of the Parties. Accordingly, each Party hereby waives any benefit under any rule of law (including Section 1654 of the California Civil Code) or legal decision that would require interpretation of any ambiguities in this Agreement against the drafting Party.

7.2 **Assignment.** Absent an express signed written agreement between the Parties to the contrary, neither Successor Agency nor City may assign its rights or delegate its duties under this Agreement without the express written consent of the other, which consent shall not be unreasonably withheld. No permitted assignment of any of the rights or obligations under this Agreement shall result in a novation or in any other way release the assignor from its obligations under this Agreement.

7.3 **Successors.** Except as provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

7.4 **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

7.5 **Integrated Agreement; Modifications.** This Agreement contains all the agreements of the Parties concerning the subject hereof any cannot be amended or modified except by a written instrument executed and delivered by the Parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. In addition there are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties upon which any Party is relying upon in entering this Agreement that are not fully expressed herein.

7.6 **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such

ATTACHMENT 2

Exhibit A to Resolution 80-2018

illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, any such provision shall not be affected by the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision this is in keeping with the intent of the Parties as expressed herein.

7.7 Notices. Any delivery of this Agreement, notice, modification of this Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that either Party desires or is required to give to the other Party or any other person shall be in writing. Any such communication may be served personally, or by nationally recognized overnight delivery service (i.e., FedEx) which provides a receipt of delivery, or sent by prepaid, first class mail, return receipt requested to the Party's address as set forth below:

To City: City of Rancho Cordova
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670
 Attn: City Manager

To Successor Successor Agency to the Former Redevelopment
 Agency: Agency of the City of Rancho Cordova
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670
 Attn: Executive Director

To Escrow Holder: _____

Any such communication shall be deemed effective upon personal delivery or on the date of first refusal to accept delivery as reflected on the receipt of delivery or return receipt, as applicable. Any Party may change its address by notice to the other Party. Each Party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this section and that any person to be given notice actually receives such notice.

7.8 Time. Time is of the essence to the performance of each and every obligation under this Agreement.

7.9 Days of Week. If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to 5:00 p.m. on the next business day.

7.10 Reasonable Consent and Approval. Except as otherwise provided in this Agreement, whenever a Party is required or permitted to give its consent or approval under this Agreement, such consent or approval shall not be unreasonably withheld or

ATTACHMENT 2

Exhibit A to Resolution 80-2018

delayed. If a Party is required or permitted to give its consent or approval in its sole and absolute discretion or if such consent or approval may be unreasonably withheld, such consent or approval may be unreasonably withheld but shall not be unreasonably delayed.

7.11 Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

7.12 Waivers. Any waiver by any Party shall be in writing and shall not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default by any Party. Consent by any Party to any act or omission by another Party shall not be construed to be a consent to any other subsequent act or omission or to waive the requirement for consent to be obtained in any future or other instance.

7.13 Signatures/Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

7.14 Date and Delivery of Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between Parties is effective, executed, or delivered, as of the Effective Date.

7.15 Approvals. Whenever this Agreement calls for City approval, consent, extension or waiver, the written approval, consent, or waiver of the City Manager of the City or his or her designee(s) shall constitute the approval, consent, extension or waiver of the City, without further authorization required from the City Council of the City. The City hereby authorizes the City Manager and his or her designee(s) to deliver any such approvals, consents, or extensions or waivers as are required by this Agreement, or that do not otherwise reduce City's rights under this Agreement, and to waive requirements under this Agreement, on behalf of the City.

Whenever this Agreement calls for Successor Agency approval, consent, extension or waiver, the written approval, consent, or waiver of the Executive Director of the Successor Agency or his or her designee(s) shall constitute the approval, consent, extension or waiver of the Successor Agency, without further authorization required from the Board of the Successor Agency. The Successor Agency hereby authorizes the Executive Director and his or her designee(s) to deliver any such approvals, consents, or extensions or waivers as are required by this Agreement, or that do not otherwise reduce Successor Agency's rights under this Agreement, and to waive requirements under this Agreement, on behalf of the Successor Agency.

ATTACHMENT 2
Exhibit A to Resolution 80-2018

IN WITNESS WHEREOF, this Agreement is executed by City and Successor Agency as of the Effective Date.

City:

City of Rancho Cordova,
a California municipal corporation

By: _____
Name:
Its:

Attest:

City Clerk

Reviewed as to Form:

City Attorney

Successor Agency:

Successor Agency of the Former
Redevelopment Agency of the City of
Rancho Cordova, a California public
agency

By: _____
Name:
Its:

ATTACHMENT 3
Exhibit A to Resolution 80-2018

EXHIBIT A

LEGAL DESCRIPTION

That real property located in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

APN 057-0223-019

ATTACHMENT 3
Exhibit A to Resolution 80-2018

EXHIBIT B

GRANT DEED

**Recording Requested by
and When Recorded, Return to:**

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: City Clerk

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

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

Exempt from Documentary Transfer Tax
Per Rev. & Tax. Code, § 11922
Governmental agency acquiring title

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, as of _____, 2018, the Successor Agency to the Former Redevelopment Agency of the City of Rancho Cordova, a California public agency (the "**Grantor**"), hereby grants to the City of Rancho Cordova, a California municipal corporation (the "**Grantee**"), all that real property located in the City of Rancho Cordova, County of Sacramento, State of California and more particularly described in Attachment No. 1 hereto and incorporated in this grant deed ("Grant Deed") by this reference.

The Successor Agency to the Former
Redevelopment Agency of the
City of Rancho Cordova,
a California public agency

By: _____
Name:
Its:

ATTACHMENT 3
Exhibit A to Resolution 80-2018

Attachment No. 1 to Grant Deed

LEGAL DESCRIPTION

That real property located in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

APN 057-0223-019

Exhibit B

ATTACHMENT 3
Exhibit A to Resolution 80-2018

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2018 from the Successor Agency to the Former Redevelopment Agency of the City of Rancho Cordova ("Grantor"), to the City of Rancho Cordova ("City"), is hereby accepted on behalf of the City by the undersigned officer or agent pursuant to authority conferred by resolution of the City Council adopted on _____, and that the City consents to recordation of the Grant Deed in the official records of Sacramento County by its duly authorized officer.

Dated: _____, 2018

CITY OF RANCHO CORDOVA

By: _____

ATTACHMENT 3
Exhibit A to Resolution 80-2018

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

State of California)
) ss.
 County of _____)

On _____, 20____ before me, _____, a Notary Public, in and for said State and County, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

 NOTARY PUBLIC

2975514.1

ATTACHMENT 3
Exhibit A to Resolution 80-2018

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

State of California)
) ss.
 County of _____)

On _____, 20____ before me, _____, a Notary Public, in and for said State and County, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

 NOTARY PUBLIC

ATTACHMENT 3**NOTICE OF EXEMPTION**

To: ☐ Office of Planning and Research
1400 Tenth Street
Sacramento, CA 95814

From: City of Rancho Cordova
Public Works Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670

☒ County Clerk-Recorder
Sacramento County
600 8th Street
Sacramento, CA 95814

Project Title: **ACQUISITION OF PROPERTY LOCATED AT 10545 FOLSOM BLVD**

Project Location: 10545 Folsom Blvd

Assessor's Parcel Number(s): 057-0223-0019

Project Description: The City of Rancho Cordova proposes to purchase a vacant, approximately .84-acre property located at 10545 Folsom Boulevard. No construction is proposed for the site and a specific use has not been identified for the site at this time.

Lead Agency: City of Rancho Cordova

Applicant: City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Exemption Status: ☐ Ministerial [Section 21080(b); 15268];
☐ Declared Emergency [Section 21080(b)(3); 15269(a)];
☐ Emergency Project [Section 21080(b)(4); 15269(b)(c)];
☒ **General Rule [Section 15061(b)(3)];**
☐ Categorical Exemption [Section 15301(a), Existing Facilities];
☐ Approval of Rates, Tolls, Fares, and Charges [Section 21080(b)(8)(D)];
☐ Statutory Exemption [Section 15273(a)(4)].

REASONS WHY THIS PROJECT IS EXEMPT OR DOES NOT REQUIRE FURTHER ENVIRONMENTAL DOCUMENTATION:

The project is exempt under State CEQA Guidelines [Section 15061(b)(3)], which states:

(b) A project is exempt from CEQA if:

(3) The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

The California Environmental Quality Act (Section 21000, et. seq. of the California Public Resources Code, hereafter CEQA) requires analysis of agency approvals of discretionary "projects." A "project," under CEQA, is

ATTACHMENT 3

defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” The acquisition of property by a public agency is a project as defined by CEQA. Pursuant to CEQA Guidelines Section 15061(b)(3), an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The activity is not subject to CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Several different uses have been considered for the site in the past, including civic uses, affordable housing, parking, and a community college center facility; however, no specified use is currently proposed or being considered for the site by the City. While future development of the site is assumed, the type and intensity of development cannot be determined and it would be speculative to identify the type and level of development that would ultimately be constructed on site and the potential effects of that development. Pursuant to CEQA Guidelines Section 15004(b)(2)(A), public agencies are permitted to enter into land acquisition agreements when the agency has conditioned the agency’s future use of the site on CEQA compliance. The City Council resolution approving the acquisition of the site has conditioned the use of the site upon CEQA compliance. In addition, pursuant to CEQA Guidelines Section 15145, if an impact is too speculative for evaluation the agency is not required to, nor should it, engage in speculation and should terminate the discussion. It should be noted that, at such time as development is proposed for the site, a project-level analysis can and will be prepared to disclose potential environmental impacts of that development. However, because the current action would only result in the change of ownership of the property and no physical changes would occur on the site that could result in physical environmental effects, the activity is not subject to CEQA pursuant to CEQA Guidelines section 15061(b)(3).

By _____
 Patrick Hindmarsh, Environmental Coordinator
 City of Rancho Cordova
 (916) 231-3375
 June XX, 2018

MEMORANDUM

DATE: June 18, 2018

TO: Successor Agency Director and Members

FROM: Kim Juran-Karageorgiou, Administrative Services Director

SUBJECT: **A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE SALE OF REAL PROPERTY LOCATED AT 10545 FOLSOM BLVD.**



RECOMMENDATION

Adopt Resolution SA-01-2018 approving a purchase and sale agreement for the sale of real property located at 10545 Folsom Blvd. to the City of Rancho Cordova.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution SA-01-2018 will enable the Successor Agency to sell the property located at 10545 Folsom Blvd. (APN No. 057-0223-0019).

BACKGROUND

The parcel located at 10545 Folsom Blvd. is a .84 acre vacant property that is zoned RMU Residential Mixed Use. The Subject Property is currently owned by the Successor Agency. The property was originally acquired in January 2008 by the Community Redevelopment Agency to the City of Rancho Cordova to help facilitate the construction of a new Sacramento Metropolitan Fire District (District) station on Folsom Blvd. When Redevelopment in California was dissolved, the Successor Agency adopted a Long Range Property Management Plan (LRPMP) for the subject property that allowed the Successor Agency to negotiate with the District for the sale of the property to the district within one year of approval of the LRPMP. As an agreement between the Successor Agency and the District was not reached, the property was placed on the open market to be sold to the general public at fair market value beginning in 2015. Since that time, the property has been on the market but has not been successful in obtaining a buyer.

A recent appraisal completed by Integra Realty Resources concluded that the fair market value of the parcel is \$165,000. If the City of Rancho Cordova chooses to move forward with the acquisition of the subject property, it will be subject to approval by the Oversight Board to the Former Community Redevelopment Agency of the City of Rancho Cordova. Once approved by the Oversight Board, it must then be approved by the State of California Department of Finance.

Beginning July 1, 2018, all Successor Agency Oversight Boards will be merged into a single Oversight Board managed by Sacramento County. After this date, any offers to purchase the property will be subject to approval by the Sacramento County Oversight Board.

The California Environmental Quality Act (Section 21000, et. seq. of the California Public Resources Code, hereafter CEQA) requires analysis of agency approvals of discretionary “projects.” A “project,” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” The acquisition of property by a public agency is a project as defined by CEQA. Pursuant to CEQA Guidelines Section 15061(b)(3), an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The activity is not subject to CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

As noted above, while several different uses have been contemplated for the site in the past, no specified use is currently proposed or being considered for the site by the City. Further, while future development of the site is assumed, the type and intensity of development cannot be determined and it would be speculative to identify the type and level of development that would ultimately be constructed on site and the potential effects of that development. Pursuant to CEQA Guidelines Section 15004(b)(2)(A), public agencies are permitted to enter into land acquisition agreements when the agency has conditioned the agency’s future use of the site on CEQA compliance. The proposed City Council Resolution approving the acquisition of the site would condition the use of the site upon CEQA compliance. In addition, pursuant to CEQA Guidelines Section 15145, if an impact is too speculative for evaluation the agency is not required to, nor should it, engage in speculation and should terminate the discussion. It should be noted that, at such time as development is proposed for the site, a project-level analysis will be prepared to disclose potential environmental impacts of that development. However, because the current action would only result in the change of ownership of the property and no physical changes would occur on the site that could result in physical environmental effects, the activity is not subject to CEQA pursuant to CEQA Guidelines section 15061(b)(3).

FISCAL IMPACT

Per the LRPMP, the purchase price for the land is determined to be the market value, which is currently \$165,000. If approved, the proceeds of the sale would be redistributed to the taxing entities through the Redevelopment Property Tax Trust Fund process.

ATTACHMENTS

1. Resolution SA-01-2018
2. Exhibit A to Resolution SA-01-2018, Purchase and Sale Agreement

ATTACHMENT 1**SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY
OF THE CITY OF RANCHO CORDOVA****RESOLUTION NO. SA-01-2018****A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY
TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE SALE OF PROPERTY AND AUTHORIZING EXECUTION OF A
PURCHASE AND SALE AGREEMENT AND RECORDATION OF A GRANT DEED**

WHEREAS, the property at 10545 Folsom Boulevard, Rancho Cordova, California, designated as APN No. 057-0223-0019 ("Property"), is owned by the Successor Agency to the Former Redevelopment Agency of the City of Rancho Cordova (the "Successor Agency"); and

WHEREAS, pursuant to Health and Safety Code Section 34191.5, the Successor Agency has adopted a Long Range Property Management Plan ("LRPMP"), dated as of October 23, 2013, for the real property formerly owned by the Redevelopment Agency of the City of Rancho Cordova and subsequently conveyed to the Successor Agency; and

WHEREAS, the LRPMP provides that upon the approval of the LRPMP by the California Department of Finance, the Successor Agency would negotiate with the Sacramento Metropolitan Fire District ("District") for the sale of the Property to the District, and the LRPMP further provides that if the Property is not sold to the District within one year of the approval of the LRPMP by the California Department of Finance, the Property would be placed on the open market to be sold to the general public at its fair market value; and

WHEREAS, Successor Agency has negotiated with the District for the sale of the Property to the District, but the parties were unable to reach an agreement therefor, and Successor Agency subsequently placed the Property on the market to the public beginning in 2015, and engaged a real estate broker to market the Property, but was not successful in obtaining a buyer for the Property; and

WHEREAS, the City of Rancho Cordova ("City") desires to acquire the Property for a currently unspecified use; and

WHEREAS, Successor Agency has obtained an appraisal of the fair market value of the Property, which appraisal has determined that the value of the Property is One Hundred Sixty-Five Thousand Dollars (\$165,000); and

WHEREAS, the LRPMP provides that the proceeds of the sale of the Property shall be either retained to pay the enforceable obligations of the Successor Agency or paid to the County Auditor-Controller to be distributed as property tax to the taxing entities.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Successor Agency to the Former Redevelopment Agency of the City of Rancho Cordova hereby:

1. Authorizes the Executive Director of the Successor Agency and/or his designees to execute a Purchase and Sale Agreement for the sale of the Property at a purchase price which is not less than \$165,000, which Purchase and Sale Agreement shall be in the form presented to the Board of Directors of the Successor Agency and with such modifications as may be

ATTACHMENT 1

approved by the Successor Agency Attorney, and to execute such other documents and to take such other actions as necessary to consummate the transaction contemplated by this resolution.

2. Consents to the execution and recordation of a grant deed conveying the Property to the City upon close of escrow for the sale of the Property.
3. Directs the net proceeds of the sale of the Property to be either retained to pay the enforceable obligations of the Successor Agency or paid to the County Auditor-Controller to be distributed as property tax to the taxing entities, as determined by the Executive Director.

PASSED AND ADOPTED by the Board of Directors of the Successor Agency to the Former Redevelopment Agency of the City of Rancho Cordova this 18th day of June, 2018, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Chair

ATTEST:

Stacy Leitner, Successor Agency Clerk

ATTACHMENT 2
Exhibit A to Resolution SA-01-2018
PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this “**Agreement**”) is entered into as of _____, 2018 (the “**Effective Date**”), by and between the City of Rancho Cordova, a California municipal corporation (“**City**”), and the Successor Agency to the Former Redevelopment Agency of the City of Rancho Cordova, a California public agency (“**Successor Agency**”). Successor Agency and City are individually referred to herein as a “**Party**,” and collectively referred to herein as the “**Parties**.”

RECITALS

A. Successor Agency is the owner of certain real property located at 10545 Folsom Boulevard, Rancho Cordova, California, designated as APN No. 057-0223-0019 (the “**Property**”). The Property is approximately 0.84 acres in size. The Property is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. Pursuant to Health and Safety Code Section 34191.5, Successor Agency has adopted a Long Range Property Management Plan (“LRPMP”), dated as of October 23, 2013, for the real property formerly owned by the Redevelopment Agency of the City of Rancho Cordova and subsequently conveyed to the Successor Agency. The LRPMP provides that upon the approval of the LRPMP by the California Department of Finance, the Successor Agency would negotiate with the Sacramento Metropolitan Fire District (“District”) for the sale of the Property to the District. The LRPMP further provides that if the Property is not sold to the District within one year of the approval of the LRPMP by the California Department of Finance, the Property would be placed on the open market to be sold to the general public. The LRPMP provides that the Property must be sold at its fair market value.

C. Successor Agency has negotiated with the District for the sale of the Property to the District, but the parties were unable to reach an agreement therefor. Successor Agency subsequently placed the Property on the market to the public beginning in 2015, and engaged a real estate broker to market the Property, but was not successful in obtaining a buyer for the Property.

D. Successor Agency has obtained an appraisal of the fair market value of the Property, which appraisal has determined that the value of the Property is One Hundred Sixty-Five Thousand Dollars (\$165,000).

E. City now desires to acquire the Property from Successor Agency for public purposes, and Successor Agency desires to sell the Property to City, for the purchase price and on the terms and conditions set forth in this Agreement.

ATTACHMENT 2

Exhibit A to Resolution SA-01-2018

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties, Successor Agency and City hereby agree as follows:

1. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full.

2. **PURCHASE AND SALE.**

2.1 **Agreement to Buy and Sell.** Subject to the terms and conditions set forth herein, Successor Agency hereby agrees to sell the Property to City, and City hereby agrees to acquire the Property from Successor Agency. The Property shall include the following:

(a) All of Successor Agency's right, title and interest in and to all rights, privileges, tenements, hereditaments, rights-of-way, easements, licenses, appurtenances, mineral rights, development rights, permits, approvals, air rights, and water and riparian rights belonging or appertaining to the Property or the improvements thereon.

(b) All of Successor Agency's interests, if any, in and to all personal property, tangible or intangible (including, without limitation, trade names, trademarks or intellectual property, warranties, guarantees, plans, specifications, architects', engineers', and all other consultants' reports and all governmental approvals obtained or applied for as of the date of this Agreement relating to the Property or the improvements thereon) located on or relating to the Real Property and/or the improvements thereon (together the **"Personal Property"**).

2.2 **Purchase Price.** The purchase price for the Property, including the Improvements and the Personal Property, to be paid by City to Successor Agency (the **"Purchase Price"**) is One Hundred Sixty-Five Thousand Dollars (\$165,000). The Purchase Price will be paid in immediately available funds to Successor Agency on the Closing Date (defined below) through the Escrow.

3. **ESCROW.**

3.1 **Escrow Account.** City shall open an escrow account (the **"Escrow"**) at _____ (the **"Escrow Holder"**). Escrow Holder shall perform all Escrow and title services in connection with this Agreement.

3.2 **Deposit of Agreement.** Within three (3) days after the Effective Date, the Parties will deposit into Escrow a fully executed copy of this Agreement, or executed counterparts thereto. The date such fully executed Agreement is received by Escrow Holder will be deemed the **"Opening of Escrow"** and Escrow Holder will give written notice to the Parties of such occurrence.

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Exhibit A to Resolution SA-01-2018

4. DUE DILIGENCE REQUIREMENTS.

4.1 **Condition of Title/Preliminary Title Report.** The Escrow Holder shall obtain and send to City and Successor Agency a Preliminary Title Report for the Property (the **"Preliminary Report"**). City shall have thirty (30) days after the receipt of the Preliminary Report to approve the Preliminary Report.

5. CLOSING AND PAYMENT OF PURCHASE PRICE.

5.1 **Closing.** The closing ("**Closing**" or "**Close of Escrow**") will occur no later than _____ days after the Effective Date ("**Closing Date**"). In the event that Closing has not occurred on or prior to the Closing Date, either Party not then in default may, upon five (5) days advance written notice to the other Party, terminate this Agreement and the Escrow. If neither Party so elects to terminate this Agreement and the Escrow, Escrow Holder shall close the Escrow as soon as possible thereafter. Upon any termination of this Agreement, neither Party shall have any further rights or obligations hereunder; except for the rights and obligations expressly provided to survive termination of this Agreement.

5.2 **City's Conditions to Closing.** City's obligation to purchase the Property is subject to the satisfaction of all of the following conditions or City's written waiver (in City's sole discretion) of such conditions on or before the Closing Date:

(a) Successor Agency has deposited into the Escrow a fully executed "Grant Deed" (as defined in Section 5.5(a) below) and all other documents to be submitted by Successor Agency pursuant to this Agreement, all duly executed by Successor Agency.

(b) The Title Company is irrevocably committed to issue a CLTA or ALTA Title Policy to City, effective as of the Closing Date, insuring title to City in the full amount of the Purchase Price subject only to the Permitted Exceptions.

(c) Successor Agency has performed all obligations to be performed by Successor Agency pursuant to this Agreement, and Successor Agency is not in Default as of the Closing Date.

(d) Possession of the Property will be delivered to City immediately upon the close of escrow, free and clear of all uses, leases and occupancies.

5.3 **Successor Agency's Conditions to Closing.** The Close of Escrow and Successor Agency's obligation to sell and convey the Property to City are subject to the satisfaction of the following conditions or Successor Agency's written waiver (in Successor Agency's sole discretion) of such conditions on or before the Closing Date:

(a) City has deposited into the Escrow the full amount of the Purchase Price, and all other costs required by this Agreement to be paid by City.

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(b) City has deposited into the Escrow a fully executed Acceptance of Grant Deed, and all other documents to be submitted by Successor Agency pursuant to this Agreement, all duly executed by City.

(c) City has performed all obligations to be performed by City pursuant to this Agreement before Closing Date.

5.4 **Conveyance of Title.** Successor Agency shall deliver fee simple title to City at the Closing, subject only to the Permitted Exceptions. The Property shall be conveyed by Successor Agency to City in an “as is” condition, with no warranty, express or implied, by Successor Agency as to the physical condition of the Property including, but not limited to, the soil, its geology, or the presence of known or unknown faults or Hazardous Materials or hazardous waste (as defined by state and federal law).

5.5 Deliveries at Closing.

(a) Deliveries by Successor Agency. Successor Agency shall deposit into the Escrow for delivery to City at Closing a grant deed, substantially in the form of Exhibit B attached hereto and incorporated herein (the “**Grant Deed**”).

(b) Deliveries by City. No less than one (1) business day prior to the close of Escrow, City shall deposit into Escrow (i) the acceptance of the Grant Deed, and (ii) immediately available funds in the amount equal to the Purchase Price.

(c) Closing. Upon Closing, Escrow Holder shall: (i) record the Grant Deed; (ii) disburse to Successor Agency the Purchase Price, less Successor Agency’s share of any Escrow fees, title fees and recording fees, and (iii) distribute to itself the payment of Escrow fees and title fees required hereunder.

(d) Closing Costs. Successor Agency shall pay all Escrow fees, recording fees (if any), title fees, governmental conveyance fees and transfer taxes (if any).

6. **REMEDIES.** In the event of a breach or default under this Agreement by Successor Agency, if such breach or default occurs prior to Close of Escrow, City reserves the right to either (a) seek specific performance from Successor Agency or (b) to do any of the following: (i) to waive the breach or default and proceed to close as provided herein; (ii) to extend the time for performance and the Closing Date until Successor Agency is able to perform; or (iii) to terminate this Agreement upon written notice to Successor Agency, whereupon Successor Agency shall cause Escrow Holder to return to City any and all sums placed into the Escrow by City, and except for the rights and obligations expressly provided to survive termination of this Agreement, neither Party shall have any further obligations or liabilities hereunder.

7. MISCELLANEOUS.

7.1 **Interpretation.** This Agreement has been negotiated at arm’s length, each Party has been represented by independent legal counsel in this transaction,

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and this Agreement has been reviewed and revised by counsel to each of the Parties. Accordingly, each Party hereby waives any benefit under any rule of law (including Section 1654 of the California Civil Code) or legal decision that would require interpretation of any ambiguities in this Agreement against the drafting Party.

7.2 **Assignment.** Absent an express signed written agreement between the Parties to the contrary, neither Successor Agency nor City may assign its rights or delegate its duties under this Agreement without the express written consent of the other, which consent shall not be unreasonably withheld. No permitted assignment of any of the rights or obligations under this Agreement shall result in a novation or in any other way release the assignor from its obligations under this Agreement.

7.3 **Successors.** Except as provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

7.4 **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

7.5 **Integrated Agreement; Modifications.** This Agreement contains all the agreements of the Parties concerning the subject hereof any cannot be amended or modified except by a written instrument executed and delivered by the Parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. In addition there are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties upon which any Party is relying upon in entering this Agreement that are not fully expressed herein.

7.6 **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, any such provision shall not be affected by the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision this is in keeping with the intent of the Parties as expressed herein.

7.7 **Notices.** Any delivery of this Agreement, notice, modification of this Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that either Party desires or is required to give to the other Party or any other person shall be in writing. Any such communication may be served personally, or by nationally recognized overnight delivery service (i.e., FedEx) which provides a receipt of delivery, or sent by prepaid, first class mail, return receipt requested to the Party's address as set forth below:

To City: City of Rancho Cordova

ATTACHMENT 2
Exhibit A to Resolution SA-01-2018

2729 Prospect Park Drive
 Rancho Cordova, CA 95670
 Attn: City Manager

To Successor Agency: Successor Agency to the Former Redevelopment
 Agency of the City of Rancho Cordova
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670
 Attn: Executive Director

To Escrow Holder: _____

Any such communication shall be deemed effective upon personal delivery or on the date of first refusal to accept delivery as reflected on the receipt of delivery or return receipt, as applicable. Any Party may change its address by notice to the other Party. Each Party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this section and that any person to be given notice actually receives such notice.

7.8 **Time.** Time is of the essence to the performance of each and every obligation under this Agreement.

7.9 **Days of Week.** If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to 5:00 p.m. on the next business day.

7.10 **Reasonable Consent and Approval.** Except as otherwise provided in this Agreement, whenever a Party is required or permitted to give its consent or approval under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. If a Party is required or permitted to give its consent or approval in its sole and absolute discretion or if such consent or approval may be unreasonably withheld, such consent or approval may be unreasonably withheld but shall not be unreasonably delayed.

7.11 **Further Assurances.** The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

7.12 **Waivers.** Any waiver by any Party shall be in writing and shall not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default by any Party. Consent by any Party to any act or omission by another Party shall not be construed to be a consent to any other subsequent act or omission or to waive the requirement for consent to be obtained in any future or other instance.

ATTACHMENT 2

Exhibit A to Resolution SA-01-2018

7.13 **Signatures/Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

7.14 **Date and Delivery of Agreement.** Notwithstanding anything to the contrary contained in this Agreement, the Parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between Parties is effective, executed, or delivered, as of the Effective Date.

7.15 **Approvals.** Whenever this Agreement calls for City approval, consent, extension or waiver, the written approval, consent, or waiver of the City Manager of the City or his or her designee(s) shall constitute the approval, consent, extension or waiver of the City, without further authorization required from the City Council of the City. The City hereby authorizes the City Manager and his or her designee(s) to deliver any such approvals, consents, or extensions or waivers as are required by this Agreement, or that do not otherwise reduce City's rights under this Agreement, and to waive requirements under this Agreement, on behalf of the City.

Whenever this Agreement calls for Successor Agency approval, consent, extension or waiver, the written approval, consent, or waiver of the Executive Director of the Successor Agency or his or her designee(s) shall constitute the approval, consent, extension or waiver of the Successor Agency, without further authorization required from the Board of the Successor Agency. The Successor Agency hereby authorizes the Executive Director and his or her designee(s) to deliver any such approvals, consents, or extensions or waivers as are required by this Agreement, or that do not otherwise reduce Successor Agency's rights under this Agreement, and to waive requirements under this Agreement, on behalf of the Successor Agency.

ATTACHMENT 2
Exhibit A to Resolution SA-01-2018

IN WITNESS WHEREOF, this Agreement is executed by City and Successor Agency as of the Effective Date.

City:

City of Rancho Cordova,
a California municipal corporation

By: _____
Name: _____
Its: _____

Attest:

City Clerk

Reviewed as to Form:

City Attorney

Successor Agency:

Successor Agency of the Former
Redevelopment Agency of the City of
Rancho Cordova, a California public
agency

By: _____
Name: _____
Its: _____

ATTACHMENT 2
Exhibit A to Resolution 80-2018

EXHIBIT A

LEGAL DESCRIPTION

That real property located in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

APN 057-0223-019

ATTACHMENT 2
Exhibit A to Resolution 80-2018

EXHIBIT B

GRANT DEED

**Recording Requested by
and When Recorded, Return to:**

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: City Clerk

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

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

Exempt from Documentary Transfer Tax
Per Rev. & Tax. Code, § 11922
Governmental agency acquiring title

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, as of _____, 2018, the Successor Agency to the Former Redevelopment Agency of the City of Rancho Cordova, a California public agency (the "**Grantor**"), hereby grants to the City of Rancho Cordova, a California municipal corporation (the "**Grantee**"), all that real property located in the City of Rancho Cordova, County of Sacramento, State of California and more particularly described in Attachment No. 1 hereto and incorporated in this grant deed ("Grant Deed") by this reference.

The Successor Agency to the Former
Redevelopment Agency of the
City of Rancho Cordova,
a California public agency

By: _____
Name:
Its:

ATTACHMENT 2
Exhibit A to Resolution 80-2018

Attachment No. 1 to Grant Deed

LEGAL DESCRIPTION

That real property located in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

APN 057-0223-019

Exhibit B

ATTACHMENT 2
Exhibit A to Resolution 80-2018

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2018 from the Successor Agency to the Former Redevelopment Agency of the City of Rancho Cordova ("Grantor"), to the City of Rancho Cordova ("City"), is hereby accepted on behalf of the City by the undersigned officer or agent pursuant to authority conferred by resolution of the City Council adopted on _____, and that the City consents to recordation of the Grant Deed in the official records of Sacramento County by its duly authorized officer.

Dated: _____, 2018

CITY OF RANCHO CORDOVA

By: _____

ATTACHMENT 2
Exhibit A to Resolution 80-2018

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

State of California)
) ss.
County of _____)

On _____, 20____ before me, _____, a Notary Public, in and for said State and County, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

NOTARY PUBLIC

2975514.1

ATTACHMENT 2
Exhibit A to Resolution 80-2018

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

State of California)
) ss.
 County of _____)

On _____, 20____ before me, _____, a Notary Public, in and for said State and County, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

 NOTARY PUBLIC